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**From:** joel hurewitz <joelhurewitz@gmail.com>  
**Sent:** Thursday, May 2, 2019 2:25 PM  
**To:** CouncilMail  
**Cc:** Delorenzo, Carl; Kuc, Gary  
**Subject:** CR49-2019: Savage Stone, LLC is the Land Owner for MDE Permit Renewal  
**Attachments:** Application and Mining & Reclamation Plan Renewal.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

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

Dear Councilmembers,

As I previously stated in my written testimony and comments at the Work Session on April 29, 2019, Savage Stone, LLC and not Chase Land is identified as the surface land owner in the MDE permit renewal.

Either the MDE documents or the DRRA are in error regarding the ownership of the quarry property. This core issue of ownership of the Quarry Property must be resolved before the DRRA is approved.

Also note that the email contact is [Collin@aggmgt.com](mailto:Collin@aggmgt.com)

The Application and Mining & Reclamation Plan Renewal is attached.

Joel Hurewitz



Permit No. 02-SP-0599

APPLICATION AND MINING AND RECLAMATION PLAN  
FOR SURFACE MINING PERMIT  
RENEWAL

I. GENERAL INFORMATION AND FEES

1. Name of applicant: **Savage Stone, LLC**
2. Current License Number: 18-SL-0684
3. Business Mailing Address: **P.O. Box 850, Laurel, MD 20725**
4. Business Telephone Number: 410-792-7234  
Business Fax Number: 301-470-4075
5. Workers Compensation Insurance Number: WC685638
6. Name of Operation: (for example #1 pit or Smith Tract) **Savage Quarry**
7. Location of Operation
  - a. County: **Howard**
  - b. Travel Directions: **Site is located on the west side of US Route 1, one mile north of the intersection with MD Route 32**
8. Name and address of surface land owner (s) **Savage Stone, LLC, P.O. Box 850, Laurel, MD 20725**
9. Name and address of mineral owner(s) **Same as #8**
10. Email address: Collin@aggmgt.com  
Consultant Email: N/A
11. Commercial name of mined products and geological description of the mineral deposit:  
**Baltimore Gabbro**
12. Starting date of mining operation: **2005** Estimated closure date: **2030**
13. Total acreage of the operation: **260**



## Sayers, Margery

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**From:** Meg Boyd <meg.boyd@hcconservancy.org>  
**Sent:** Thursday, May 2, 2019 11:23 AM  
**To:** CouncilMail  
**Subject:** Easement on Mission Road property

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

Council Members,

It has come to my attention that there was testimony submitted about the Conservancy's easement on 46 acres of the Mission Road property owned by Chase LLC. Mr. Prestianni questioned if the property was monitored by the Conservancy and said that there is trash on the easement property. I would like to clarify that the Conservancy monitors this easement, and all of our easements, annually. We monitor more frequently in response to concerns raised by neighbors or others.

This property was last monitored on 12/31/18. There were no violations found during that monitoring visit. Incidental road litter was noted, but not enough to require a violation letter to the property owner. The boundaries of the easement are not straightforward as they follow along a wooded stream valley. I will contact Mr. Prestianni to see if we can determine if the litter he has seen is in the easement area.

Mr. Prestianni also raised questions the installation of walking trails. The easement allows the installation of trails, but the construction of the trails are the responsibility of the property owner, not the Conservancy.

We have asked Mr. Oh to include the the existing 46 acre easement in the DRRRA.

Thank you,  
Meg Boyd

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Meg Boyd  
Executive Director  
Howard County Conservancy  
*Connecting People to Nature*  
[meg.boyd@hcconservancy.org](mailto:meg.boyd@hcconservancy.org)  
410-465-8877  
[Website](#)  
[Support the Conservancy](#)



## Sayers, Margery

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**From:** Gary Prestianni <zebraterp@verizon.net>  
**Sent:** Friday, May 3, 2019 3:00 PM  
**To:** Meg Boyd  
**Cc:** CouncilMail  
**Subject:** Re: Fwd: Easement on Mission Road property  
**Attachments:** P1100521.JPG; P1100501.JPG; P1100496.JPG

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

Ms. Boyd,

The response that you sent to the County Council is stunning. Whomever you paid to check the site should be fired and forced to refund whatever they earned for the day.

Today I walked the easement from Pleasant Chase Road to US Route 1 along the county sewer right of way and then returned home through the wooded area midway between Mission Road and the stream.

Over two years ago I sent a complaint to my previous County Council representative. All the debris I complained about two years ago was still there today, some of the trash has been there since last century.

Along the way I hung pink flagging tape at every spot I found with considerable dumping and also at the locations of 6 sinkholes near the county right of way. My 300' roll of flagging tape nearly ran out.

I took photos at several spots and at one location had to do video because the debris was spread across a large area. I will attach three and can share more if you still do not believe.

The flagged spots mark the following items:

- plumbing pipe,
- an uncountable number of tires (many still on the wheel),
- a toilet,
- a large lawnmower deck,
- corrugated drain pipe,
- wood pallets,
- metal piping (like from a kids swing set),
- construction debris including broken concrete,
- electrical wire insulation,
- old rusted metal barrels and lawn equipment,
- milk crates,
- carpet,
- large plastic buckets,
- concrete animal statues,
- cans, plastic bottles, glass bottles too numerous to even try to guess a number,
- sediment fencing from 1985 when the sewer line was installed but was never removed and now is tattered along the stream.

Today I discovered two new areas of dumping. I definitely know who is responsible for one and at the other it is incredibly obvious as to whom left the debris.

Before I share this information I want the owner to finally to clean up what they have ignored for 30 years.

Another issue of concern is that the stream is totally blocked by flood debris at one spot and every heavy rain causes the stream to overflow onto the right of way.

It has turned the area into a muddy mess and could prohibit county vehicles access to service the sewer.

I am available anytime give a guided tour. Many of the worst spots are on the county right of way and for anyone to not see them is implausible.

Thank you,  
Gary Prestianni

**From:** Meg Boyd  
**Sent:** Thursday, May 02, 2019 11:26 AM  
**To:** zebraterp@gmail.com  
**Subject:** Fwd: Easement on Mission Road property

Hello Mr. Prestianni,

I wanted to share information I sent to the County Council about our easement on Mission Road. We would be happy to meet with you to determine if the litter you saw is on the easement property, or to discuss any other concerns.

Thank you,  
Meg Boyd

Meg Boyd  
Executive Director  
Howard County Conservancy  
*Connecting People to Nature*  
meg.boyd@hcconservancy.org  
410-465-8877

[Website](#)

[Support the Conservancy](#)

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

**From:** Meg Boyd <meg.boyd@hcconservancy.org>  
**Date:** Thu, May 2, 2019 at 11:22 AM  
**Subject:** Easement on Mission Road property  
**To:** <councilmail@howardcountymd.gov>

Council Members,

It has come to my attention that there was testimony submitted about the Conservancy's easement on 46 acres of the Mission Road property owned by Chase LLC. Mr. Prestianni questioned if the property was monitored by the Conservancy and said that there is trash on the easement property. I would like to clarify that the Conservancy monitors this easement, and all of our easements, annually. We monitor more frequently in response to concerns raised by neighbors or others.



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We have asked Mr. Oh to include the the existing 46 acre easement in the DRRRA.

Thank you,  
Meg Boyd

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## Sayers, Margery

---

**From:** Meg Boyd <meg.boyd@hcconservancy.org>  
**Sent:** Friday, May 3, 2019 3:32 PM  
**To:** Gary Prestianni  
**Cc:** CouncilMail  
**Subject:** Re: Fwd: Easement on Mission Road property

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

Thank you for this information and photos. As I noted below, the borders of this easement are not straightforward and unfortunately we have no jurisdiction outside of the easement area. I personally spoke with the easement monitors and reviewed the photos they took from their recent visits. It is possible these items are outside of the easement, but it is also possible they did not correctly identify the boundaries of the easement.

Both monitors are very experienced, one I would consider to be among the leading experts on easements in the state. I can assure you we take this responsibility seriously and will monitor the property again to make sure this matter is resolved. I will respond to you after we complete an additional inspection.

Thank you,  
Meg

On Fri, May 3, 2019 at 3:00 PM Gary Prestianni <[zebraterp@verizon.net](mailto:zebraterp@verizon.net)> wrote:

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- milk crates,

carpet,  
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[Support the Conservancy](#)

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

From: **Meg Boyd** <meg.boyd@hcconservancy.org>  
Date: Thu, May 2, 2019 at 11:22 AM

Subject: Easement on Mission Road property  
To: <councilmail@howardcountymd.gov>

Council Members,

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We have asked Mr. Oh to include the the existing 46 acre easement in the DRRA.

Thank you,  
Meg Boyd

--  
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[Website](#)  
[Support the Conservancy](#)

**Sayers, Margery**

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**From:** joel hurewitz <joelhurewitz@gmail.com>  
**Sent:** Monday, May 6, 2019 11:19 AM  
**To:** CouncilMail  
**Cc:** Delorenzo, Carl; Kuc, Gary; LISA MARKOVITZ  
**Subject:** CR49-2019 - Amendment 3 Needs to Considered Prior to Amendment 1 to Amendment 1

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

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

Dear Councilmembers,

An amendment should be made to Amendment 1 of CR49-2019 to limit the language of "specifically affects or targets" to the Quarry Property for its use as a quarry and not to any redevelopment of the Quarry Property.

In this regard, Amendment 3 needs to be considered prior to Amendment 1, otherwise, the references to Undeveloped Petitioner Property will have previously been passed in Amendment 1.

In addition, it must be considered what effect, if any, Chase's commitments in the Declaration of Covenants, Conditions and Easements Ridgelys Run Community to support a scenic road designation for Mission Road and zoning changes have to Amendment 1. See page 23 of 27 of Testimony of Prestianni (and also note the Option Land provision in paragraph 8).

- the developer will not bury trash on the property.
- (7) The Developer will support a Scenic Road designation for Mission Road under Howard
- (8) In the event Developer decides to sell the approximate twenty-five (25) acres adjacent to the Heritage Woods, which twenty-five (25) is identified on Exhibit 1 hereto as the "Option Land" will give to Heritage Woods Community Association a Right of First Refusal to purchase (25) acres Option Land. This right of first refusal shall operate as follows: The Developer shall give notice to the Heritage Woods Association at \_\_\_\_\_ of its intent to sell and the price and terms at which it would sell such land. The Heritage Woods Community Association shall have thirty (30) days after such notice to elect to purchase the Option Land at the price and terms set forth by Developer in the notice. If the Heritage Woods Community Association does not exercise its right to purchase within that thirty (30) day period, this right of first refusal shall terminate and Heritage Woods Community Association shall no longer have any right of first refusal as to the Option Land.
- In the event the Developer develops the Option Land, the Developer will not "clear-cut" the Option Land and will save as many trees as possible consistent with its development.
- In any event, Developer agrees not to undertake any residential house construction on the Option Land prior to December 31, 1997.
- (9) The Developer will give employment opportunity priority to residents of the Ridgelys
- (10) In the event Developer does not develop the Property under the MUD (mixed use) overlay effect, the Developer will first endeavor to have those areas zoned M-1, which are identified on Exhibit 4 hereto, re-zoned for residential use.
- (11) In the event that \_\_\_\_\_

Proposed amendments to Amendment 1 are below to delete the references to "Undeveloped Petitioner Property" in concert with Amendment 3 and limit the "specifically affects or targets" provisions.

Joel Hurewitz

"1.8. Exceptions. Notwithstanding anything in this Agreement to the contrary, Petitioner and Howard County acknowledge and agree that the Quarry Property and the Undeveloped Petitioner Property shall be required to comply with (A) the Adequate Public Facilities Act of Howard County; (B) the Subdivision and Land Development Regulations of Howard County, Maryland; (C) the Forest Conservation Act of Howard County; (D) any applicable fees, charges, and taxes concerning use, development, or redevelopment of the property or building and other permitting processes; (E) the Scenic Roads Act; (F) the Howard County Moderate Income Housing Unit program; (G) the Howard County Storm Water Management requirements including but not limited to the Engineering Manual Volume I as modified due to changes in State and/or federal requirements; (H) the Howard County Park Land, Open Space, and Natural Resources Regulation; and (I) any local law relating to the safety of buildings including but not limited to Title 3 of the Howard County Code, as any of (A) through (I) of this Section 1.8 may then be in effect at the time of any development or redevelopment of the Undeveloped Petitioner Property and/or any redevelopment of the Quarry Property during the term of this Agreement; provided, however, that the provisions of this Section 1.8 shall not apply to, and the Quarry Property and the Undeveloped Petitioner Property shall not be required to comply with, any legislative, executive, or quasi-judicial action passed or enacted after the Effective Date of this Agreement that specifically affects or targets, or could reasonably be construed to specifically affect or target, the Quarry Property, REGARDING ITS CONTINUED USE AS A QUARRY and/or the Undeveloped Petitioner Property, and/or quarries or quarry properties generally."

## Sayers, Margery

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**From:** LISA MARKOVITZ <lmarkovitz@comcast.net>  
**Sent:** Monday, May 6, 2019 11:53 AM  
**To:** joel hurewitz; CouncilMail  
**Cc:** Delorenzo, Carl; Kuc, Gary  
**Subject:** IMPORTANT, CR49 amendment language needed

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

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

I concur regarding the intensely important need to **amend amendment 1 where it says "specifically affects or targets"**. I believe, regardless of intent, that this can be argued down the road, to not allow any changes in regulations to apply to any of the parcels. Please limit the parcels to which this applies by saying "the quarry parcel" ONLY and add "**for purposes of operating as a quarry**", which will go along with the stated INTENT of the petitioner, VERSUS the intent of future development benefits. Otherwise, if you do not address quarry parcel usage as a quarry only, then that parcel will not have to abide by changes in regulations when developed. Thank you Joel for providing a specific language suggestion there.

Looks like amendment three would have to apply first, yes.

I have been involved in previous development plans and zoning change requests where underlying agreements existed which contradicted new plans. The County has taken a position on those factors in the past, to not interfere with underlying contracts and agreements, and not to allow things that are disallowed in existing agreements. To that end, the underlying existing agreements must be reviewed carefully to make sure the new legislation and DRRA do not conflict with them. Thank you for your careful attention and continued hard work.

Sincerely,

Lisa Markovitz

On May 6, 2019 at 11:19 AM joel hurewitz <joelhurewitz@gmail.com> wrote:

Dear Councilmembers,

An amendment should be made to Amendment 1 of CR49-2019 to limit the language of "specifically affects or targets" to the Quarry Property for its use as a quarry and not to any redevelopment of the Quarry Property.

In this regard, Amendment 3 needs to be considered prior to Amendment 1, otherwise, the references to Undeveloped Petitioner Property will have previously been passed in Amendment 1.

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- In any event, Developer agrees not to undertake any residential house construction on the Option Land prior to December 31, 1997.
- (9) The Developer will give employment opportunity priority to residents of the Ridgeley Community.
- (10) In the event Developer does not develop the Property under the MUD (mixed use) zoning, then, in effect, the Developer will first endeavor to have those areas zoned M-1, which are identified on Exhibit 4 hereto, re-zoned for residential use.
- (11) In the event that the Developer decides to sell the Option Land, the Developer will give to Heritage Woods Community Association a Right of First Refusal to purchase the Option Land. This right of first refusal shall operate as follows: upon giving notice to the Heritage Woods Association at the time of its intent to sell and the price and terms at which it would sell such Option Land, the Heritage Woods Community Association shall have thirty (30) days after such notice to elect to purchase the Option Land at the price and terms set forth by Developer in the notice. If the Heritage Woods Community Association does not exercise its right to purchase within that thirty (30) day period, this right of first refusal shall terminate and Heritage Woods Community Association shall no longer have any right of first refusal as to the Option Land.

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Gary Prestianni 8282 Mission Road, Jessup, MD 20794 / [zebraterp@gmail.com](mailto:zebraterp@gmail.com)

Neighborhood Committee – one of nine members negotiating with Chase Limited Partnership  
 Ridgely Run Community Association – founding Board member and 1<sup>st</sup> President of the Association.  
*(Association name comes from the name of the stream running adjacent to the community center)*  
 Additional service: IBEW Local 24 – Press Secretary 1990-2000 / ALF-CIO Representative 1990-2000  
 International Association Approved Basketball Officials 1979-present / NCAA Basketball Official 1984-2000  
 Columbia Ski Club - Past President (3 terms), Director (2 terms)  
 Horseshoe Bend Homes Association – Board of Directors 2004- present

### Mission Road School Site and Purchasing Agreement DRRRA

Howard County agreed to purchase 80 acres of land for \$19.7 million, at market value. Then the owner of the property decided to require concessions that would exempt his company from zoning and other regulations that are required of every other developer.

Howard County backed Chase on the quarry project; in return Chase is now delaying the land sale and school construction unless special concessions are granted. After the county committed itself to the site, Chase wants to hold the land hostage for its own financial benefit. Had these conditions been revealed during the selection process an alternate site likely would have been selected. But this conniving developer waited so as to manipulate the county and citizens with a do or die scenario. Just another example of the disdain and contempt this developer has for the residents of this community and the county in general.

Chase has not lived up to promises made in 1995 to the residents of the community and now they want special exemptions for their remaining property for major new developments. They cannot be trusted.

The original Developer Commitments to the Ridgely Run Community included a 40 acre **environmental easement** of forest and stream valleys as permanent parkland, “which may include jogging paths, nature walks, etc.” The pathways and nature walks have not happened, “No Trespassing” signs have been posted. Trash dumping has occurred in the conservancy area and the Howard County Conservancy has never conducted any cleanup. To my knowledge, they have not walked the site in more than a decade, if ever.

**Stream flow** has fallen over the past decade as the quarry digs deeper. At the same time, a large number of trees have died and many more are dying on the easement, along the road, and on residential properties. There are several sunken areas in the woods close to the stream bed and along the county sewer right of way.

It is likely that underground water tables have been affected by the quarry, draining stream and aquifers into the pit, thus denying water to vegetation. One family's well failed and the county extended their public water line to their home.

A **noise reduction** berm was promised but it was not extended along the eastern edge of the quarry. The developer decided to use the forested area for noise mitigation instead.

During the winter I have monitored 85 decibels of noise from the diesel engines, crushers, backup beepers and other equipment from my front lawn. During summers, noise was in the 65 -75 decibel range. As more trees die in the conservancy, the noise level has risen in summertime. The readings vary based on wind direction, some days negligible, others unbearable.



On typical Sunday mornings, readings are 55 -62 decibels. Flights on approach to BWI register from 60 -75 decibels depending on the flight pattern. In general, overhead jets are less noisy than quarry operations.

**Dust control** was promised, but all my neighbors will attest to the awful black dust that accumulates on everything. We do not open windows facing Mission Road to keep that black crap out of our homes. After rainstorms our window sills have a black muck in them. The prevailing winds are from the northwest

This dust is on our vehicles, it gets into every crack or imperfection on walkways, driveways, decks, chairs, tables, or anything left outside. The quarry occasionally sends a street sweeper along Mission Road but it really is just a façade. All the dust on and around our homes is what children are breathing.

The air quality along Mission Road has never been tested or monitored. The dust issue was brought to the attention of Savage Stone several years ago but they took no action, only gave us total denial. Does the county have a plan to deal with air quality issues around the new school?

**Quarry operations**, agreement lists hours as 6:00 am - 6:00 pm, excavation & filling hours 7:00 am - 6:00 pm. Equipment noises from the quarry start shortly after 5:00 each day. Backup beepers pierce the air as early as 5:00, diesel engines. The hours of operations are limited to 11 per day per the agreement but in a magazine article they state they operate 12 hours per day. Facebook posts show truck in line to be filled at 6:30 am. They operate in violation of signed agreements, and they brag about it publically. In one video, it is revealed that blasts last an average of 2.5 seconds. Chase told the community that blasts were 1 second apiece and the agreement stipulates no more than 10 seconds of blasting per month. So far, they have conducted 6 blasts in April 2019. At 2.5 seconds each, they have exceeded the time allowed in our contract by 50%.

**Blast vibrations** were to be monitored and complaints would be resolved. This is a lie of major proportions. Prior to the quarry opening, homes were inspected in 2005 and each received a "Pre Blast Survey Report". Inspectors walked through each home, noted and photographed cracks or relevant items for a comparison baseline in case of future complaints. The report for my house included 51 photos, 32 were cracks that they deemed important enough to note.

In 2015, when repainting, I noted 200+ cracks in the stucco exterior and on interior walls. A quarry group inspected and, according to them, all the cracks were due to normal house settling. A house built in 1948 had 32 cracks in 2005. Then, after 57 years, the house decided to resume settling, with a 700% increase in cracks over 11 years. Blasting started in 2005 but they saw no relationship. My neighbors also have noted cracks; stucco falling off exterior walls, and other issues, but the quarry denies any responsibility.

As an example of the lack of respect Chase and Savage Stone has shown, when I noted that pictures on my wall are often tilted after blasts, Colin Sumpter said, "You just don't know how to hang pictures". They deny, deflect and ignore, then insult us and still have the nerve to ask for huge concessions from the county.

Howard County must legally bind Chase to full responsibility if blasting damages the new school. The school system needs to have a system in place to warn students prior to blasts. (Chemistry class during a blast?) The county must require Chase adhere to all rules and restrictions. They have done nothing to earn exemptions; they need to be held responsible for the damage they have already incurred on the neighbors.



Traffic on US Route 1 now is worse than any time since my family moved to Mission Road in 1955. Then it was the only road from Maine to Florida, and it was a very dangerous highway. Poor sight distances, few traffic signals, with no turn lanes, shoulders or sidewalks. The stretch of road from Washington to Baltimore had a very high accident rate and was often called "death highway" or "bloody Mary".

The Howard County section had just 8 traffic signals from Whiskey Bottom Road to the Patapsco River. Fortunately, at that time most properties along US 1 were undeveloped or used as farms. Motels, diners, gas stations, junk yards, and novelty shops were a staple along the road.

In 2019, US 1 traffic volume is heavier than ever. Both I-95 and MD 295 are habitually gridlocked, often overflowing onto US 1 and US 29. The residential, industrial park and office complex construction surge along US 1 has made driving on Washington Boulevard slow and frustrating. Now, there are 24 traffic signals from Whiskey Bottom Rd. to Baltimore County but traffic on feeder roads makes the commute very congested. Many of the same issues that haunted US 1 in the 1950's still exist presently:

1. Poor sight distances remain
2. Many more feeder roads and business entrances, most without traffic signals.
3. Limited left turn lanes, little right turn deceleration lanes, not many shoulder areas.
4. The few available sidewalks are dangerously close to speeding cars and trucks.

Northbound US 1 traffic backups regularly from MD 175 past Mission Road. Many days it takes up to 4 cycles of the light to get past MD 175.

Traffic along US 1 at Guilford Road, Corridor Drive and Gorman Road intersections regularly need multiple cycles to pass through both north and south bound.

Traffic flow will not improve on US for at least a decade; it will more likely take twice the time.

- If the State of Maryland can acquire the Baltimore Washington Parkway from the federal government it will be at least 10 years before construction of additional lanes will be completed.
- Interstate 95 needs lanes added both north and southbound. Even if completed with a decade the increased out of state traffic along that route will quickly overwhelm the road.
- US Route 1 has very few options for expansion. Improvements will be extremely expensive due to the lack of space and utility realignment. The construction will cause huge traffic delays and inconveniences to commuters and commercial traffic.
- Extensions of rail mass transit systems from Washington or Baltimore are not in the works and at best would not be available until mid-century.

The entire US Route 1 corridor is woefully overwhelmed with traffic at this time and it will worsen over the next decade even without any new construction. Additional housing on roads that feed onto US 1 would amplify the problem and create gridlock on the scale of the GW Bridge in New Year City. The county must move construction away from the US 1 corridor before businesses and residents leave to avoid the traffic.





ARTICLES OF INCORPORATION  
FOR  
RIDGELYS RUN COMMUNITY ASSOCIATION, INC.

FIRST: The undersigned, Marilyn R. Irwin, Gerald M. Maynor, Gary P. Prestianni, Paul J. Snyder, William Exum, Mark K. Smith, Charles R. George, Thomasina Johnson and Merle S. Green, Sr., all of whose post office addresses are c/o Jonathan E. Greenstein, is 9175 Guilford Road, Suite 301, Columbia, Maryland 21046, and all being at least eighteen (18) years of age, do hereby form a nonstock Association under and by virtue of the general laws of the State of Maryland.

SECOND: The name of the Corporation (which is hereinafter called the "Association") is:

RIDGELYS RUN COMMUNITY ASSOCIATION, INC.

THIRD: The purposes for which the Association is formed are as follows:

To organize and operate a community association to provide for the acquisition, construction, management, maintenance, care and preservation of open spaces, common areas, and community facilities within all or part of a community consisting of that portion of Howard County, Maryland located within the area bounded by U.S. Route 95, U.S. Route 1, State Route 175, and "old" State Route 32 (Guilford Road) (the "Community"), and for such general purposes, the Association shall have the following powers:

(a) To acquire, own, hold, preserve, develop, improve, build upon, manage, operate and maintain open space tracts or areas and common or recreational areas, property, facilities and real estate, whether fee simple or leasehold, and whether improved or unimproved, all designed for the common use and benefit of Members;

(b) To exercise all the powers, rights and privileges and to perform all the duties and obligations of the Association, as the same are set forth in any Declaration of Covenants, Conditions, and Restrictions recorded among the Land Records of Howard County with respect to any property now or hereafter owned by the Association, and other matters contained therein, (a "Declaration"), as such Declaration may hereafter be amended from time to time, to the extent that such Declaration, when executed and recorded as aforesaid, shall be deemed a part



dues assessed by the Association and to pay all expenses incident to the conduct of the business of the Association, including all license fees, taxes or governmental charges levied or imposed against the property of the Association;

(d) To purchase, lease, option, or otherwise acquire, own, hold, preserve, develop, improve, build upon, manage, operate, maintain, convey, sell, exchange, dedicate for public use, or in any manner transfer or dispose of any real or personal property in connection with the affairs of the Association;

(e) To borrow or raise money for any of the purposes of the Association, and to issue bonds, debentures, notes, or other obligations of any nature and in any manner permitted by law, for money so borrowed or in payment for property purchased, or for any other lawful consideration, and, upon the approval of seventy percent (70%) of the members of the Board of Directors and a two-thirds (2/3) vote of the Members of the Association entitled to cast a vote to secure the payment of the money borrowed and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of, the whole or any part of the property of the Association;

(f) To dedicate, sell or otherwise transfer all or any part of the common areas, property and facilities of the Association to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the Members, provided that, except as otherwise set forth in any Declaration, no such dedication or transfer shall be effective unless approved by seventy percent (70%) of the members of the Board of Directors and an instrument has been signed by Members entitled to cast two-thirds (2/3) of the votes, agreeing to such dedication, sale or transfer and said instrument has been placed among the records of the Association;

(g) To participate in mergers and consolidations with other nonprofit organizations, organized for the same purpose, provided that any such merger or consolidation shall have been approved by seventy percent (70%) of the members of the Board of Directors and authorized by the vote of two-thirds (2/3) of the Members of the Association entitled to cast a vote; and

(h) To have and to exercise any and all powers, rights and privileges which a nonstock corporation organized under the General Association Law of the State of Maryland by law may now or hereafter have or exercise.

FOURTH: The post office address of the principal office of the Association in this State is 8701 Fairhaven Place, Jessup, Maryland 20794 in Howard County. The name and post office address of the resident agent of the Association in this State is Paul Snyder, 8701 Fairhaven Place, Jessup, Maryland 20794. Said



resident agent is a resident of the State of Maryland.

FIFTH: (a) The Association is not authorized to issue any capital stock. Every Owner, by reason of such ownership, and every Resident, for so long as he is a Resident within the hereinafter defined meaning of the term, shall be entitled to become a Member of the Association. In addition, the Association may provide for the admission of residents of neighborhoods outside of the Community, or other members of the general public, as Members of the Association, subject to such rules and regulations, restrictions as to use and enjoyment of the common areas or community facilities of the Association, and dues or admission charges, adopted by the Board. Membership shall not be mandatory, but only upon the voluntary choice of each Owner, Resident or other qualifying person to apply for membership. Each Owner, Resident or other qualifying person may apply to the Association for membership, and upon acceptance of same by the Board, shall be a Member in good standing, subject to the requirements and provisions of these Articles of Incorporation and the By-Laws of the Association, and such rules and regulations promulgated by the Board regarding membership, including but not limited to payment of any fees and dues, compliance with these Articles, the By-Laws, and rules and regulations of the Association, and other requirements of membership required by the Association. All rights and privileges of membership shall cease when the Member ceases to qualify for membership.

(b) Each Member in good standing who is an Owner or a Resident, is at least eighteen (18) years of age, and has been a Member in good standing for at least one (1) year immediately prior to such vote, shall be entitled to one (1) vote on all matters relating to the Association so long as the Member continues to fulfill such requirements; provided, however, that this one-year membership requirement shall not apply during the first year that the Association has Members, and further provided that the Board of Directors shall have the right, by a vote of two-thirds (2/3) of all of the members of the Board of Directors, to alter or remove this requirement of membership for one year in order to vote.

(c) "Residence" shall mean and refer to each and every lot or parcel of land, located within the Community and improved by, and actually occupied for the purpose of, a personal residence. A "Residence" shall not include improvements used for temporary residential purposes or operated and occupied primarily for transient occupancy or other residential use of duration of thirty (30) days or less.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to, or a leasehold estate of ninety-nine (99) years or more in, any Residence, or any undivided, common or joint interests therein if such Residence is owned by more than one person or



entity, including contract sellers, whether or not such person or entity actually resides on any part of such Residence, but excluding those having such interests merely as security for the performance of an obligation. "Owner" shall not include any record owner or holder of a reversionary interest in all or a portion of a Residence under a lease with a term of ninety-nine (99) years or more, unless and until such reversionary interest shall mature or vest.

(e) "Resident" shall mean and refer to each Owner or tenant actually residing in a Residence, and members of the immediate family of each such Owner or tenant actually living in the same household with such Owner or tenant. Subject to such rules and regulations as the Association may hereafter specify, including the imposition of special fees for use if the Association shall so direct, the term "Resident" shall also include the employees, guests or invitees of any such Owner or tenant if the Board of Directors, in its absolute discretion, by resolution so directs.

SIXTH: (a) The number of directors of the Association shall be nine (9). The number and composition of the Board of Directors may be increased or decreased pursuant to the By-Laws of the Association, but shall never be less than the lesser of (i) three (3) or (ii) the number of Members. It is anticipated that the Association and Chase Limited Partnership, a Maryland limited partnership (or its nominee, successors or assigns), may enter into an agreement providing, inter alia, that a certain number of directors (not to exceed three [3]) shall be appointed by Chase Limited Partnership (or its nominee, successors or assigns), instead of being elected by the Members. In the event such agreement is entered into, then Chase Limited Partnership (or its nominee, successors or assigns) shall automatically and immediately become entitled to appoint such number of directors as set forth in such agreement, the Board of Directors shall designate directors to either resign or be removed from the Board to allow such appointment of directors by Chase Limited Partnership (or its nominee, successors or assigns) (which resignations or removals from office shall be effective immediately), Chase Limited Partnership (or its nominee, successors or assigns) shall appoint its allocated number of directors to serve the remaining terms of such resigned or removed directors, and Chase Limited Partnership (or its nominee, successors or assigns) shall thereafter continue to appoint its allocated number of directors pursuant to the provisions of such agreement.

(b) Beginning at the first annual meeting of the Members, those directors who are elected by the Members (or all of the directors so long as an agreement with Chase Limited Partnership [or its nominee, successors or assigns] is not in effect) shall be divided into two (2) Classes, as nearly equal in number as possible, with respect to the time for which they shall





severally hold office. Directors of the First Class first chosen at the first annual meeting shall hold office for one (1) year or until the first annual meeting of the Members following their election, and directors of the Second Class first chosen at the first annual meeting shall hold office for two (2) years or until the second annual meeting of the Members following their election; and, in each case, until their successors to the Class of directors whose term shall expire at that time shall be elected, and each succeeding director (including a director re-elected after his initial term of office) shall hold office for a term of two (2) years, so that the term of office of one Class of directors shall expire in each year. Each director elected shall hold office until his successor shall be elected and shall qualify.

(c) The names of the directors who shall act until the first annual meeting of the Members or until their successors are duly chosen and qualified are:

Marilyn R. Irwin, Gerald M. Maynor, Gary P. Prestianni, Paul J. Snyder, William Exum, Mark K. Smith, Charles R. George, Thomasina Johnson and Merle S. Green, Sr.

SEVENTH: Amendment of these Articles of Incorporation shall require the assent of seventy percent (70%) of all of the members of the Board of Directors and seventy-five percent (75%) of the votes of all of the Members entitled to be cast thereon, provided that no amendment shall be effective to impair or eliminate the right of Chase Limited Partnership (or its nominee, successors or assigns) to appoint directors, as provided in Article SIXTH, without the written consent of Chase Limited Partnership (or its nominee, successors or assigns).

EIGHTH: The duration of the Association shall be perpetual. The Association, however, may be dissolved under and in accordance with the laws of the State of Maryland, provided such dissolution is authorized, in writing, upon the vote of not less than seventy percent (70%) of the members of the Board of Directors and two thirds (2/3) of the Members of the Association entitled to cast a vote. Upon any dissolution of the Association, after discharge of all corporate liabilities, and subject to any right of reversion contained in any Declaration or otherwise, the Board of Directors shall dispose of all assets of the Association by dedication thereof to any appropriate public agency to be used for purposes similar to those for which the Association was formed. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned, if practicable, to any nonprofit



corporation, association, trust, semi-public agency or other organization as the Board of Directors may determine to be used in furthering, facilitating or effectuating purposes similar to those for which the Association was formed.

IN WITNESS THEREOF, we have signed these Articles of Incorporation this 8TH day of APRIL, 1994, and we acknowledge the same to be our act.

WITNESS:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Marylyn R. Smith  
Herald M. Maignon  
Greg P. Bushman  
Paul J. Snyder  
William E. [Signature]  
Mark C. Smith  
Charles R. George  
Thomasina Johnson  
Merle S. Greer Sr.



**AGREEMENT**

THIS AGREEMENT is entered into by and between CHASE LIMITED PARTNERSHIP, a Maryland limited partnership (the "Developer") and RIDGELYS RUN COMMUNITY ASSOCIATION, INC., a Maryland nonstock corporation (the "Association").

WHEREAS, the Developer is owner of certain real property located in Howard County, Maryland, containing 550 acres, more or less, as more specifically outlined on Exhibit A hereto (the "Property"); and

WHEREAS, the Developer proposes to operate a portion of the Property as a project for the digging, mining, processing and distribution of rock, aggregate, sand, gravel and related products (the "Project"); and

WHEREAS, the Developer has agreed to cooperate with the community surrounding the Project regarding operation of the Project, which community consists of that portion of Howard County, Maryland located within the area bounded by U.S. Route 95, U.S. Route 1, State Route 175, and "Old" State Route 32 (Guilford Road) and known as the Ridgelys Run Community (the "Community"); and

WHEREAS, the Association has been formed in order to hold, maintain and operate certain public facilities and common areas for the benefit of the residents of the Community, to review compliance by the Developer with its commitments, and to act as the spokesman on behalf of the Community in dealing with the Developer; and

WHEREAS, the Developer intends to transfer a portion of the Property described in Exhibit B Item (2) of the hereinafter referred to Declaration to the Association, to be held and operated for the benefit of the Community (the "Community Facility Land"); and

WHEREAS, it is intended that a Declaration of Covenants, Conditions and Easements, in substantially the form and content of Exhibit C hereto (the "Declaration"), be recorded among the Land Records of Howard County to establish the covenants relating to, inter alia, management of Community Facility Land, covenants of the Developer with respect to operation of the Project and relations with the Community and Association, and membership dues and donations by the Developer; and

WHEREAS, it is agreed that upon execution of this Agreement the Developer will be entitled to appoint three (3) members of the Board of Directors of the Association, in accordance with Article Sixth of the Articles of Incorporation of the Association.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto, intending to be bound hereby, agree as follows:

1. The recitals stated above are incorporated herein and made a part of this Agreement.
2. The Developer and the Association will execute the Declaration and cause it to be recorded among the Land Records of Howard County, Maryland at the Developer's cost.
3. In accordance with the Declaration and at the time set forth therein, the Developer will execute the Deed conveying the Community Facility Land to the Association, at no cost to the Association.
4. The Association agrees to support and cooperate with the Developer in such zoning and other applications for approvals, permits, special exceptions and decisions which Developer may apply for or require in connection with the Project.
5. Effective immediately upon execution of this Agreement, three (3) vacancies shall be created on the Board of Directors of the Association, and the Developer shall be entitled thereafter to appoint directors to fill those vacancies, and to continue to appoint successors of said directors, in accordance with Article Sixth of the Articles of Incorporation of the Association. It is understood and agreed that if the number of directors of the Association changes, the number of directors appointed by the Developer shall likewise be changed so that at all times the number of Developer-appointed directors shall equal one-third (1/3) of the total number of directors of the Association (rounded up to the nearest whole number).
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. The terms and conditions contained herein shall inure to the benefit of and be enforceable by the successors and assigns of the parties hereto. If any term or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
7. This Agreement may be amended by an amendment executed by the Developer and not less than a majority of the Board of Directors of the Association.
8. There shall be no third party beneficiaries of this Agreement.



9. This Agreement may be signed in counterparts, all of which together shall constitute this Agreement for all purposes hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS/ATTEST:

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CHASE LIMITED PARTNERSHIP

By: \_\_\_\_\_  
General Partner

RIDGELYS RUN COMMUNITY ASSOCIATION, INC.

By: *Jay P. Prestianni* 11-30-93  
President

By: \_\_\_\_\_  
Marilyn Irwin

By: *Jay P. Prestianni* 11-30-93  
Ray Prestianni

By: \_\_\_\_\_  
Bill Exum

By: \_\_\_\_\_  
Charles George

By: \_\_\_\_\_  
Mark Smith

By: \_\_\_\_\_  
Thomasina Johnson

By: \_\_\_\_\_  
Merle S. Green, Sr.





9. This Agreement may be signed in counterparts, all of which together shall constitute this Agreement for all purposes hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS/ATTEST:

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CHASE LIMITED PARTNERSHIP

By: \_\_\_\_\_  
General Partner

RIDGELYS RUN COMMUNITY ASSOCIATION, INC.

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Marilyn Irwin

By: \_\_\_\_\_  
Gary Prestianni

By: \_\_\_\_\_  
Bill Exum

By: \_\_\_\_\_  
Charles George

By: \_\_\_\_\_  
Mark Smith

By: \_\_\_\_\_  
Thomasina Johnson  
By: *Merle S. Green, Sr.*  
Merle S. Green, Sr.



9. This Agreement may be signed in counterparts, all of which together shall constitute this Agreement for all purposes hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS/ATTEST:

\_\_\_\_\_

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CHASE LIMITED PARTNERSHIP

By: \_\_\_\_\_  
General Partner

RIDGELYS RUN COMMUNITY ASSOCIATION, INC.

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Marilyn Irwin

By: \_\_\_\_\_  
Gary Prestianni

By: William E. Exum  
Bill Exum

By: \_\_\_\_\_  
Charles George

By: \_\_\_\_\_  
Mark Smith

By: \_\_\_\_\_  
Thomasina Johnson

By: \_\_\_\_\_  
Herle S. Green, Sr.



**DECLARATION OF COVENANTS, CONDITIONS AND EASEMENTS  
RIDGELYS RUN COMMUNITY**

This Declaration of Covenants, Conditions and Easements made this \_\_\_\_ day of \_\_\_\_\_, 199\_\_, by CHASE LIMITED PARTNERSHIP, a Maryland limited partnership (the "Developer") and RIDGELYS RUN COMMUNITY ASSOCIATION, INC., a Maryland nonstock corporation (the "Association") (the Developer and the Association are sometimes hereinafter referred to collectively as the "Declarants" or individually as a "Declarant").

**WITNESSETH:**

WHEREAS, the Developer has heretofore acquired the fee simple interest in certain real property located in Howard County, Maryland, and more specifically outlined on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Developer proposes to operate a portion of the Property as a project for the digging, mining, processing and distribution of rock, aggregate, sand, gravel and related products (the "Project"); and

WHEREAS, the Developer has agreed to reserve certain portions of the Property for the benefit of the residential properties located in the community surrounding the Project, which community shall be defined as that portion of Howard County, Maryland located within the area bounded by U.S. Route 95, U.S. Route 1, State Route 175, and "old" State Route 32 (Guilford Road), also known as the Ridgelys Run Community (the "Community"); and

WHEREAS, a portion of the Property (the "Community Facility Land") is to be reserved for the benefit of the Community, to be held, maintained and operated as community or public common area, including but not limited to a community center and other community-related uses ("Community Facilities"); and

WHEREAS, it is intended that the Community Facility Land shall be held by a separate community association, the Ridgelys Run Community Association, Inc. (the "Association") which is to hold, maintain, and operate the Community Facility Land pursuant to the provisions of this Declaration; and

WHEREAS, the Association desires to join with the Developer in establishing the covenants contained herein.

NOW, THEREFORE, the Declarants hereby do agree and declare that the Community Facility Land, as hereinafter defined, shall be held, maintained, and operated pursuant and subject to these Covenants, all of which are for the purpose of benefiting Residents (as hereinafter defined) in the Community and other Members (as hereinafter defined) of the Association, and that the Covenants, Conditions and Easements contained herein shall run with the land and shall be binding upon and shall inure to the benefit of each Member, the Developer, and the Association.

**ARTICLE I**

Definitions

Section 1. "Community" shall mean and refer to that portion of Howard County, Maryland located within the area bounded by U.S. Route 95, U.S. Route 1, State Route 175, and "old" State Route 32 (Guilford Road), also known as the Ridgelys Run Community.

Section 2. "Property" shall mean and refer to the real property described in Exhibit A attached hereto and made a part hereof.

Section 3. "Residence" shall mean and refer to each and every lot, parcel of land or condominium or apartment unit, located within the Community and improved by, and actually occupied for the purpose of, a personal residence. A "Residence" shall not include improvements used for temporary residential purposes or operated and occupied primarily for transient occupancy or other residential use of duration of thirty (30) days or less.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to, or a leasehold estate of ninety-nine (99) years or more in, any Residence, or any undivided, common or joint interests therein if such Residence is owned by more than one person or entity, including contract sellers, whether or not such person or entity actually resides on any part of such Residence, but excluding those having such interests merely as security for the performance of an obligation. "Owner" shall not include any record owner or holder of a reversionary interest in all or a portion of a Residence under a lease with a term of ninety-nine (99) years or more, unless and until such reversionary interest shall mature or vest.

Section 5. "Resident" shall mean and refer to each person actually residing in a Residence, and members of the immediate family of each such person actually living in the same household with such person. Subject to such rules and regulations as the Association may hereafter specify, including the imposition of special fees



for use if the Association shall so direct, the term "Resident" shall also include the employees, guests or invitees of any such person if the Board, in its absolute discretion, by resolution so directs.

Section 6. "Member" shall mean and refer to all of those persons or entities who hold membership in the Association as provided in Article IV, Section 1 hereof.

Section 7. "Association" shall mean and refer to the Ridgelys Run Community Association, Inc., its successors and assigns, as formed pursuant to Articles of Incorporation filed with the State Department of Assessments and Taxation of Maryland.

Section 8. "Board" shall mean and refer to the Board of Directors of the Association.

Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Easements, as the same may from time to time be supplemented or amended in the manner provided in Article VIII hereof.

Section 10. "Developer" shall mean and refer to Chase Limited Partnership, its nominees, successors and assigns.

Section 11. "Community Facility Land" shall mean and refer to that portion of the Property identified on Exhibit B hereto, which the Developer shall set aside and transfer to the Association for the common use and enjoyment of the Members of the Association for so long as the Association may be the owner thereof, all of which shall be deeded to the Association.

Section 12. "Community Facilities" shall mean and refer to the Community Facility Land and all those facilities located on the Community Facility Land, including but not limited to recreational facilities, parks, open areas, meeting rooms, community centers, gardens and landscaping, benches, shelters, playgrounds, basketball court, tennis courts, baseball fields, and other facilities and services which the Board shall find to be necessary, desirable or beneficial to the interests of the Community, the Association, or the Members.

## ARTICLE II

### Rights of Enjoyment in Community Facilities

Section 1. Designation of Community Facilities. It is intended that the Developer will convey to the Association by a fee simple deed, subsequent to the recordation of this Declaration, a certain tract or tracts of land (the "Community Facility Land") within the Property, for recreational, open space, community, and park purposes. Said tract(s) is identified on Exhibit B hereto. Upon grant by the Developer of any part of the Property as Community Facility Land, as herein provided, the Board shall cause a Declaration to be executed and recorded among the Land Records of Howard County, Maryland, which Declaration shall include a description of the land so designated and shall state that such land has been designated as the Community Facility Land for purposes of this Section 1. No portion of the Property shall be a Community Facility Land subject to the rights and easements of enjoyment and privileges hereinafter granted unless and until the same shall have been so designated and the above described Declaration filed in accordance with the procedures provided herein.

Section 2. Member's Rights of Enjoyment. Every Member, by reason of such Membership, shall have a right and easement of enjoyment in and to all Community Facility Land. All such rights, easements, and privileges, however, shall be subject to the right of the Association to adopt and promulgate reasonable rules and regulations pertaining to the use of Community Facility Land which shall enhance the preservation of such Community Facility Land, the safety and convenience of the users thereof, or which, in the discretion of the Board, shall serve to promote the best interests of the Members, including the making available of the Community Facility Land to the general public, with or without charge. The Association shall have the right to charge Members reasonable admission and other fees in connection with the use of any Community Facilities. The Association shall have the right to borrow money for the purpose of improving any Community Facilities and in aid thereof, to mortgage the same.

Section 3. Suspension of Member's Rights. The Association shall have the right to suspend the right of any Member for any period during which the dues charged under Article V hereof remains overdue and unpaid, or in connection with the enforcement of any rules and regulations relating to such Member's use of any Community Facility Land or Community Facilities in accordance with the provisions of this Article II.

Section 4. Association's Right to Convey. Notwithstanding the rights, easements, and privileges granted under this Article II, the Association shall nevertheless have the right and power, with the written consent of the Developer, to convey any property referred to in Section 1 hereof free and clear of all such rights, easements, and privileges if such conveyance is to a public body for public use.

Section 5. Effective Date. The provisions of Section 1 of this Article II shall not be operative, and the Developer shall have no obligation to convey the Community Facility Land, prior to the date that all of the events set forth in Subsections (1), (2) and (3) of Section 4 of Article VII below have occurred.





### ARTICLE III

#### Easements

**Section 1. Reservation by Developer.** The Developer hereby reserves unto itself, its successors and assigns, a right and easement to enter upon any part of the Community Facility Land and Community Facilities for any and all purposes reasonably related to the operation of the Project, or for the construction of improvements, streets, roadways, and utilities upon the Property adjoining any Community Facility Land.

**Section 2. Utility Easements.** The Developer hereby reserves by and for the Developer and for the benefit of any and all Residences and other structures or improvements constructed or to be constructed on the Property, the right and easement to grant to any unit of government or any utility company providing any utilities to the Property, having appropriate authority and jurisdiction, a right and easement for utility locations and of ingress and egress to all facilities or structures, housing or used in connection with such utilities, together with a right to view (including the reading of any meters), construct, maintain, repair, and replace such facilities or structures, provided, however, that as to the Community Facility Land this shall not include overhead power lines, and provided, further, that any such utilities located on the Community Facility Land shall not materially adversely effect the use of such Community Facility Land. Any damage to the Property resulting from the exercise of the aforesaid easements shall be repaired by the party causing same. If acceptable to the respective utility companies, all rights-of-way or easements executed and granted to utility companies, shall contain provisions for the utility company to substantially restore land to its condition before it was disturbed by the utility company and to be responsible for damages arising from the exercise of the easement or right-of-way.

### ARTICLE IV

#### Membership and Voting Rights

**Section 1. Membership.** Every Owner, by reason of such ownership, and every Resident, for so long as he is a Resident within the previously defined meaning of the term, is at least eighteen (18) years of age, shall be entitled to become a Member of the Association. In addition, the Association may provide for the admission of residents of neighborhoods outside of the Community, or other members of the general public, as Members of the Association, subject to such rules and regulations, restrictions as to use and enjoyment of the Community Facility Land or Community Facilities, and dues or admission charges, adopted by the Board. Membership shall not be mandatory, but only upon the voluntary choice of each Owner, Resident or other qualifying person to apply for membership. Each Owner, Resident or other qualifying person may apply to the Association for membership, and upon acceptance of same by the Board, shall be a Member in good standing, subject to the requirements and provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and such rules and regulations promulgated by the Board regarding membership, including but not limited to payment of any fees and dues, compliance with this Declaration, the By-Laws, and rules and regulations of the Association, and other requirements of membership required by the Association. All rights and privileges of membership shall cease when the Member ceases to qualify for membership.

**Section 2. Voting Rights.** Each Member in good standing who is an Owner or a Resident, is at least eighteen (18) years of age, and has been a Member in good standing for at least one (1) year immediately prior to such vote, shall be entitled to one (1) vote on all matters relating to the Association so long as the Member continues to fulfill such requirements. No person or entity shall have more than one (1) vote.

### ARTICLE V

#### Association Funds

**Section 1. Source of Funds.** It is anticipated that the Association will obtain the funds required for both capital construction and improvements and general operations from two sources, (a) annual membership dues from Members of the Association, and (b) annual donations from the Developer, as provided in Article VII hereof. In addition, the Association may charge admission or other user fees for use of particular Community Facilities.

**Section 2. Member Dues.** The Board shall in each year charge all Members of the Association membership dues. It is intended that the membership dues be of a nominal amount paid by each Member to signify that he is a Member of the Association, and to be applied toward the Association's operating expenses, and not to be the primary or a significant source of funds needed to defray operating or capital improvement expenses. The membership dues shall be charged uniformly to each Member. The initial membership dues shall be Five Dollars (\$5.00) per year.

### ARTICLE VI

#### Use of Funds



Section 1. Application of Funds. The Association shall apply all funds received by it from dues, and all other funds and property received by it from any source, to the costs and expenses of the Association, and for the benefit of the Community Facility Land, Community Facilities, and Members by devoting the same to the acquisition, construction, reconstruction, conduct, alteration, enlargement, laying, renewal, replacement, repair, maintenance, operation and subsidizing of such Community Facility Land and Community Facilities, and other services for the benefit of Members, as the Board, in its discretion, may from time to time establish or designate.

Section 2. Surplus. The Association shall not be obligated to spend in any fiscal year all the sums collected in such year by way of dues or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of dues in the succeeding year, but may carry forward from year to year such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 3. Borrowing Funds. In order to further its purposes hereunder, or to construct or maintain Community Facilities, or to further the operation of the Association and its services to the Members, the Association may, in the absolute discretion of the Board upon the approval of seventy percent (70%) of the members of the Board and a two-thirds (2/3) vote of Members entitled to cast a vote, borrow funds for that purpose and mortgage, pledge, hypothecate, or otherwise encumber the properties of the Association, including any Community Facility Land or Community Facilities, to secure repayment of such borrowings, upon such terms and conditions as the Board, in its absolute discretion, shall deem necessary or appropriate.

## ARTICLE VII

### Developer Commitments and Donations

Section 1. Developer Commitments. The Developer agrees to be bound by the "Developer Commitments" contained in Exhibit B hereto, which are hereby made a part of the Covenants, Conditions and Easements hereof.

Section 2. Developer Donation. The Developer donation shall be an annual charge during the period of active operation of the Project and production of marketable stone product, subject to the provisions of Section 11 of Exhibit B hereto. The Developer donation shall be payable by the Developer to the Association, at a rate of Five Cents (\$0.05) per ton of marketable stone product shipped from the Project operation per year, subject to a guaranteed minimum amount of Fifty Thousand Dollars (\$50,000.00) per year. The guaranteed amount shall be paid in quarter annual installments of Twelve Thousand Five Hundred Dollars (\$12,500.00) each, with any additional amounts that may be payable based upon the tonnage shipped to be paid by March 1 of each year for the prior year's operation.

Section 3. Reserve Fund. The Board shall establish and maintain a reserve fund for "Replacements and Capital Improvements" by the allocation and payment quarterly to such reserve fund of an amount to be designated, from time to time, by the Board. Such amount shall not be less than ten percent (10%) of the Donation in Section 2 of this Article. Such funds shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America, or may, in the discretion of the Board, be invested in the obligations of, or fully guaranteed as to principal, by, the United States of America, states, municipalities, or counties thereof. The reserve for Replacements and Capital Improvements may be expended only for the Community Facilities or the addition of Capital Improvements to those Community Facilities. The Board may, in its sole discretion, reduce the amount of the allocation to the reserve fund if and when such fund equals fifty percent (50%) of the full Replacement Value of the Community Facilities as determined at least annually for insurance purposes by the Board."

Section 4. Effective Date. This Article VII shall not be operative, and the obligation of the Developer to perform any of the "Developer Commitments" contained in Section 1 of the Article VII, or to make any donation to the Association pursuant to Section 2 of this Article VII, shall not be effective, prior to the date that all of the following has occurred:

- (1) the Developer receives final, unappealable approval by special exception from the Board of Appeals of Howard County for the operation of the Project,
- (2) final, unappealable approvals have been received by the Developer for all permits and approvals, and from all other government agencies, required or necessary for operation of the Project, and
- (3) the Project actually begins regular stone product processing operations. For the purposes hereof, stone product shall include sand, gravel or stone which may be sold as a commercially viable processed aggregate material.

Section 5. Termination. The obligation of the Developer to make donations to the Association shall terminate upon cessation of stone product processing activities of the Project and will not continue during reclamation of the property.



## ARTICLE VIII

### Reversion of Community Facility Land or Community Facilities to Declarant

In the event the Association terminates or dissolves, then all property owned by the Association which was originally part of the Property, including any Community Facility Land or Community Facilities (but not including any personal property of the Association), shall automatically revert to the Developer, its successors and assigns, subject to any limitations established by law. In the event the Association decides to cease operating or maintaining the Community Facilities or Community Facility Land, the Association shall convey the Community Facility Land and all improvements thereon to the Developer, its successors and assigns, by a Deed, in the same title condition as when it was deeded by the Developer to the Association. All such reversion or reconveyance shall be accomplished promptly at no charge to the Developer, except for all costs of recordation and transfer, transfer taxes and documentary stamps, and all other customary closing costs, all of which shall be paid by the Developer. Upon such reversion or reconveyance, all Community Facility Land and Community Facilities which revert or are conveyed to the Developer shall cease to have such status.

## ARTICLE IX

### General Provisions

Section 1. Duration and Amendment. The Covenants of this Declaration shall run with and bind the Land, and shall inure to the benefit of and be binding upon the Developer, the Association, and any Member in good standing of the Association, their respective legal representatives, heirs, successors, and assigns, until December 31, 2019 (the "Initial Period"), after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless modified or terminated in the manner provided herein. This Declaration may be amended by an instrument executed by not less than a majority of the members of the Board, which amendment shall be recorded among the Land Records of Howard County, Maryland, however, no such amendment shall effect the rights or obligations of the Developer, without its written consent.

Section 2. Enforcement. The Association and the Developer, and their respective successors and assigns, but not the individual Members, shall have the right to enforce, by any proceeding at law on equity, all restriction, terms, agreements, requirements, easements, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or the Developer to enforce any covenant contained herein shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

Section 3. Severability. Invalidity of any one of these provisions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Remedies. Damages shall be deemed not to be adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other relief available at law or in equity.

Section 5. Effect of Headings. The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

Section 6. Gender and Number. Terminology herein relating to gender and number is employed for convenient expression and not for purposes of limiting the applicability of the provisions hereof. The use of the singular shall be taken to include the plural and the use of the masculine or feminine gender shall be taken to include all genders.

Section 7. Perpetuities. If the rule against perpetuities or any other rules of law would invalidate any portion hereof or would limit the time during which any portion hereof shall be effective due to the potential failure of any interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty-one (21) years after the death of the last survivor of the members of the Senate of the United States of America representing the State of Maryland who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

Section 8. Litigation Costs. In the event of any litigation in connection with the enforcement of the terms of this Declaration, the prevailing party in such litigation shall be entitled to recover its reasonable attorney's fees in connection with the litigation.



IN WITNESS WHEREOF, Declarants have caused these presents to be properly executed by their duly authorized officer on that day and year first above written.

CHASE LIMITED PARTNERSHIP

By: \_\_\_\_\_ [SEAL]  
General Partner

RIDGELYS RUN COMMUNITY ASSOCIATION, INC.

By: \_\_\_\_\_ [SEAL]  
President

STATE OF MARYLAND, CITY/COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, That on this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared \_\_\_\_\_, who acknowledged himself to be a General Partner of CHASE LIMITED PARTNERSHIP, a Maryland limited partnership, and that he as such General Partner being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing, in my presence, the name of said partnership by himself as a General Partner.

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

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

STATE OF MARYLAND, CITY/COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, That on this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared \_\_\_\_\_, who acknowledged himself to be the President of RIDGELYS RUN COMMUNITY ASSOCIATION, INC., a Maryland nonstock corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing, in my presence, the name of said corporation by himself as such President.

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

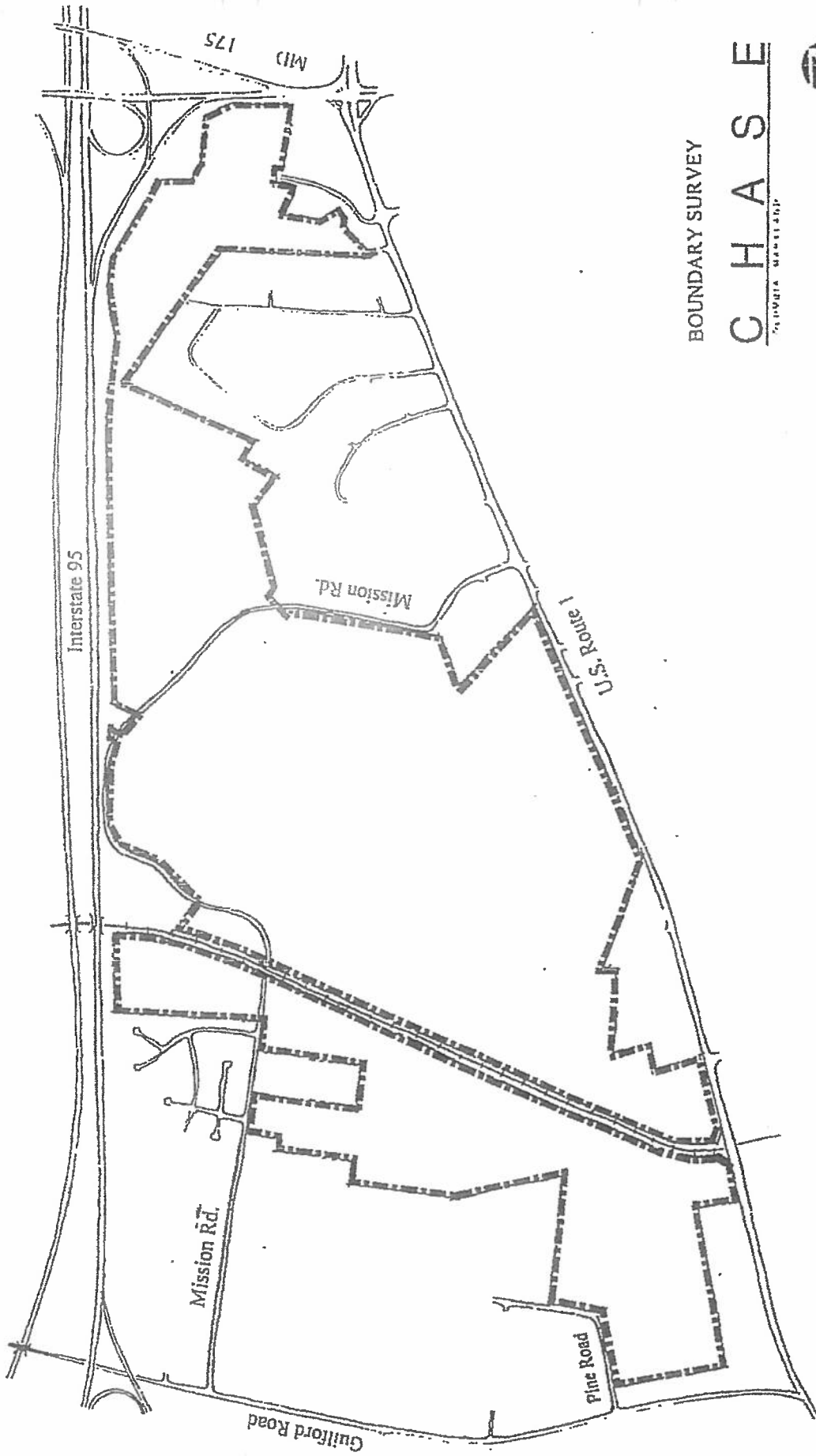
\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_





EXHIBIT A



BOUNDARY SURVEY

C H A S E

74001014 11/11/11





**EXHIBIT B**

**TO THE DECLARATION OF COVENANTS, CONDITIONS AND EASEMENTS**

**RIDGELYS RUN COMMUNITY**

**DEVELOPER COMMITMENTS**

**THE FOLLOWING ITEMS HAVE BEEN AGREED  
UPON BY THE DEVELOPER**

(Some terms used herein are defined or referred to in the Declaration of Covenants, Conditions and Easements ("Declaration") to which this is Exhibit B)

- (1) Prior to commencement of quarry operations, an environmental easement deed will be granted to the Howard County Conservancy and/or Maryland Environmental Trust for approximately 40 acres of standing forest and stream valleys as permanent parkland. The exact area will be determined by Developer but will generally be as identified on Exhibit 1 hereto as "40 Acre Environmental Preserve".
  - (a) The conservancy area may include jogging paths, nature walks, etc. The Developer and the Association will work together to insure community participation in designation of uses in the areas to be conveyed to the Conservancy or Environmental Trust.
  - (b) The Developer will provide, in the Deed of Easement documents, that any necessary widening of Mission Road by Howard County in that area in the future may occur on the conservancy area.
  
- (2) Approximately 7 acres on Mission Road will be donated in fee simple by the Developer to the Association prior to commencement of quarry operations on the Property, for use as a Community Center. The location of the seven (7) acres will be at either Site A or Site B as shown on Exhibit 2 hereto, as selected by the Association or, on another seven (7) acre site located within the areas encompassing Sites A, B and C on Exhibit 2 hereto, (and selected by the Association with the consent of Developer, such consent not to be unreasonably withheld), provided, however, that the location of such site shall not include nor interfere with the future 80 foot wide roadway and access area shown cross-hatched on Exhibit 2, or as same may be reasonably extended or relocated by the Developer.
  - (a) The Developer will construct, at its own expense, on the 7 acres, (i) a community center building ("Building") of approximately 5,000 square feet plus parking, (ii) an exterior all-purpose (basketball) court, (iii) two (2) tennis courts with nets and fencing, and (iv) grading for multi-purpose field to accommodate an adult softball diamond and provide a Little League baseball backstop. Construction will begin prior to commencement of quarry operations, and Developer will diligently pursue completion of that construction.
  - (b) The Community Center Building will be substantially in the design set forth on Exhibits 3A and 3B hereto, or such other design as selected by the Association which will produce a Community Center Building which costs an amount equivalent to the building shown on Exhibits 3A and 3B. If the Association changes or selects a building of another design, any additional costs, in the aggregate, over those necessary for the building on Exhibits 3A and 3B shall be paid by the Association.
  - (c) In the event that the Association selects Site B for the location of the Community Center, in addition to any extra costs for which it may be responsible for design changes under (b) above, the Association shall pay for any additional site work (which shall include any necessary bridges) in excess of those costs required to develop Site A on Exhibit 2, such payment to be paid out of any donations payable to the Association under Article VII of the Declaration.
  - (d) During the course of construction of the Building, the Developer shall also grade a swimming pool site near the Building and extend and stub-out plumbing for a swimming pool that may be constructed in the future by the Association.
  - (e) The Developer will grade and seed the area next to the building, as identified on Exhibit 3A hereto.
  - (f) The Association will manage the Community Center and allocate the developer donation as it sees fit.
  - (g) The Developer will not utilize the Community Center to satisfy open space or community recreation space requirements that may apply to any development of the balance of the Developer's Property, without the consent of the Association.
  
- (3) Quarry operations must meet all Federal, State and County requirements. The following shall apply to Quarry operations on the Property.
  - (a) The Developer must obtain approval for the quarry development program and a rehabilitation plan from the Howard County Board of Appeals.



- (b) The rehabilitation plan will provide for a public lake of approximately 100 acres and will include a tapering of depths into the lake edge, and a buffer area around the lake. Upon completion of quarry operations, an environmental easement for the lake will be donated by Deed of Easement to the Howard County Conservancy and/or the Maryland Environmental Trust. The easement area to be donated will be determined by Developer but will generally be as shown on Exhibit 1 hereto as the "Lake".
- (c) All vehicular access to the quarry operations will be restricted to Route 1. There will be no access, except for emergency vehicles, from the quarry operations to Mission Road.
- (d) The Developer will request the County to post "no truck" signs on Mission Road, and will request the State to improve signalization of U.S. 1.
- (e) The Developer will provide both acceleration and deceleration lanes on U.S. 1 in front of the site.
- (f) The Developer will warrant that existing wells will not be effected by quarry operations. Tests will be done prior to development and subsequent well monitoring will occur with a sampling program by an independent environmental consultant. Developer will be responsible for correcting or substituting any water supplies effected by the quarry operation.
- (g) The project must meet governmental noise control standards. The developer will construct a noise reduction berm and retain some existing forested areas.
- (h) Blasting will occur less than 10 seconds per month and will be under strict supervision and reporting.
- (i) Dust control, which is subject to strict governmental air quality standards, will be accomplished through wetting and misting.
- (j) Hours of quarry operation will not exceed 11 hours per day within 6:00 a.m. and 6:00 p.m. and shall comply with the following Special Exception provisions of the Howard County Zoning Regulations: Operation hours for excavation processing and filling operations shall be restricted to between 7:00 a.m. and 6:00 p.m. No blasting shall be permitted between the hours of 6:00 p.m. and 7:30 a.m. No operation shall be permitted on Sundays except for repairs to equipment. Only sales and deliveries may be permitted on Saturdays.
- (k) The Developer will meet with Ridgelys Run Community Association Board of Directors to review any requested changes in operating hours to accommodate community needs.
- (l) The Developer will at all times carry \$5,000,000.00 liability insurance plus the state required reclamation bond.
- (m) Protocols will be established to determine any vibration effects on nearby homes, prior to commencement of quarry operation.
- (n) The Developer will maintain a \$25,000.00 revolving fund for quick resolution of vibration damage should any occur.
- For claims of damage of less than One Thousand Dollars (\$1,000.00), the residents and the developer would jointly designate an independent arbitrator to whom the resident claims would be made. The arbitrator would decide whether the developer was responsible for the damage and a decision of that arbitrator would be binding on the parties.
- (o) The Developer will provide 24 hour security on the quarry site.
- (p) The Developer will fence all quarry operations.
- (q) The Developer will not operate an asphalt production plant on the subject property without approval of the Board of Directors of the Ridgelys Run Community Association, but in no event will there be any tire shredding. If such approval is given, it shall include the hours of operation of the asphalt plant, which hours may be different from those set forth in Item (j) above.
- (r) Substantial open space and buffers will be provided during operational years.
- (s) The Developer will supply to the Ridgelys Run Community Association copies of operating reports it is required to submit to Federal, State & County agencies concerning quarry operations and it will also maintain a log of inquiries from the Ridgelys Community Association regarding project operations. This information will be reviewed periodically by the Developer and the Community Association.
- (t) The developer will comply with all Special Exception requirements of the Howard County Board of Appeals.
- (4) Overall development plans for the Property will be submitted to the Association for review and comment

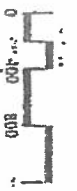
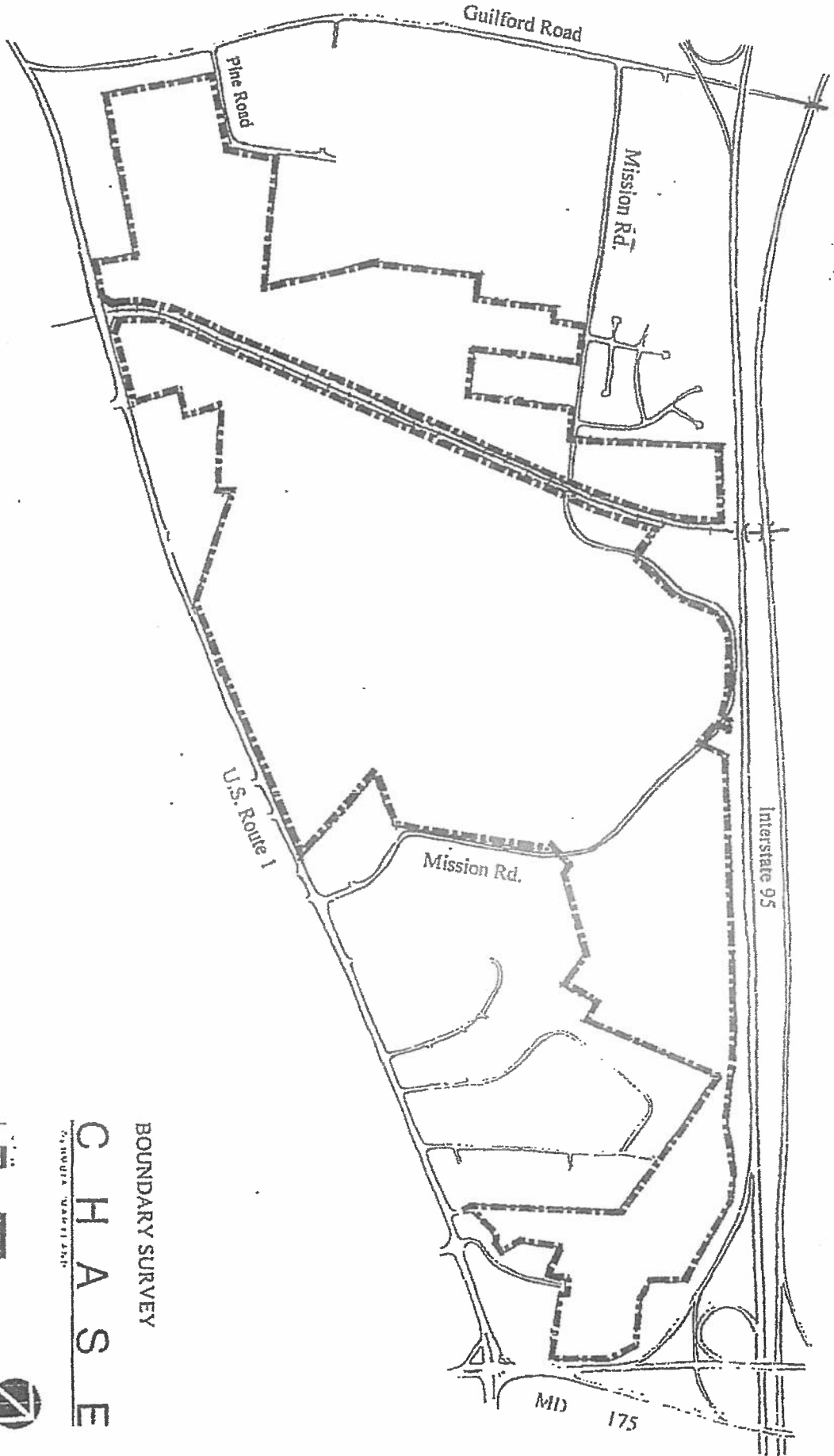


when future development of the Property is to occur.

- (a) Any future residential development near existing housing will be of a similar type as exists on the date hereof, i.e. detached housing near existing detached housing.
- (b) The Developer will provide buffer areas, tree preservation areas and set back areas in future development of the site.
- (5) The Developer will fill the existing quarry at the back of Pine Road using over-burden from the new quarry and other material.
- (6) The Developer will not bury trash on the property.
- (7) The Developer will support a Scenic Road designation for Mission Road under Howard County law.
- (8) In the event Developer decides to sell the approximate twenty-five (25) acres adjacent to Heritage Woods, which twenty-five (25) is identified on Exhibit 1 hereto as the "Option Land", the Developer will give to Heritage Woods Community Association a Right of First Refusal to purchase said twenty-five (25) acres Option Land. This right of first refusal shall operate as follows: The Developer shall give notice to the Heritage Woods Association at \_\_\_\_\_ of its intent to sell and the price and terms at which it would sell such land. Heritage Woods Community Association shall have thirty (30) days after such notice to elect to purchase the Option Land at the price and terms set forth by Developer in the notice. If the Heritage Woods Community Association does not exercise its right to purchase within that thirty (30) day period at such price and terms, this right of first refusal shall terminate and Heritage Woods Community Association shall no longer have any right of first refusal as to the Option Land.
- In the event the Developer develops the Option Land, the Developer will not "clear-cut" trees from the Option Land and will save as many trees as possible consistent with its development.
- In any event, Developer agrees not to undertake any residential house construction within the Option Land prior to December 31, 1997.
- (9) The Developer will give employment opportunity priority to residents of the Ridgelys Run Community.
- (10) In the event Developer does not develop the Property under the MXD (mixed use) overlay district now in effect, the Developer will first endeavor to have those areas zoned M-1, which are near I-95 and identified on Exhibit 4 hereto, re-zoned for residential use.
- (11) In the event that the Community Facility Land and Community Facilities (which shall include the Community Center Building and other improvements constructed by Developer under Section (2) above) shall revert and be reconveyed to Developer by a Deed from the Association pursuant to Article VIII of the Declaration, the Association shall have the right to request the Developer to operate or cause to be operated the Community Facilities as a Community Center during the period of active stone processing activities of the project. In that event, the Developer shall no longer be required to pay to the Association the Developer donation, otherwise payable to the Association pursuant to Article VII, Section 2 of the Declaration. However, the Developer shall not be required to operate the Community Facilities beyond the time when the Developer donation would terminate pursuant to Article VII, Section 4 of the Declaration.





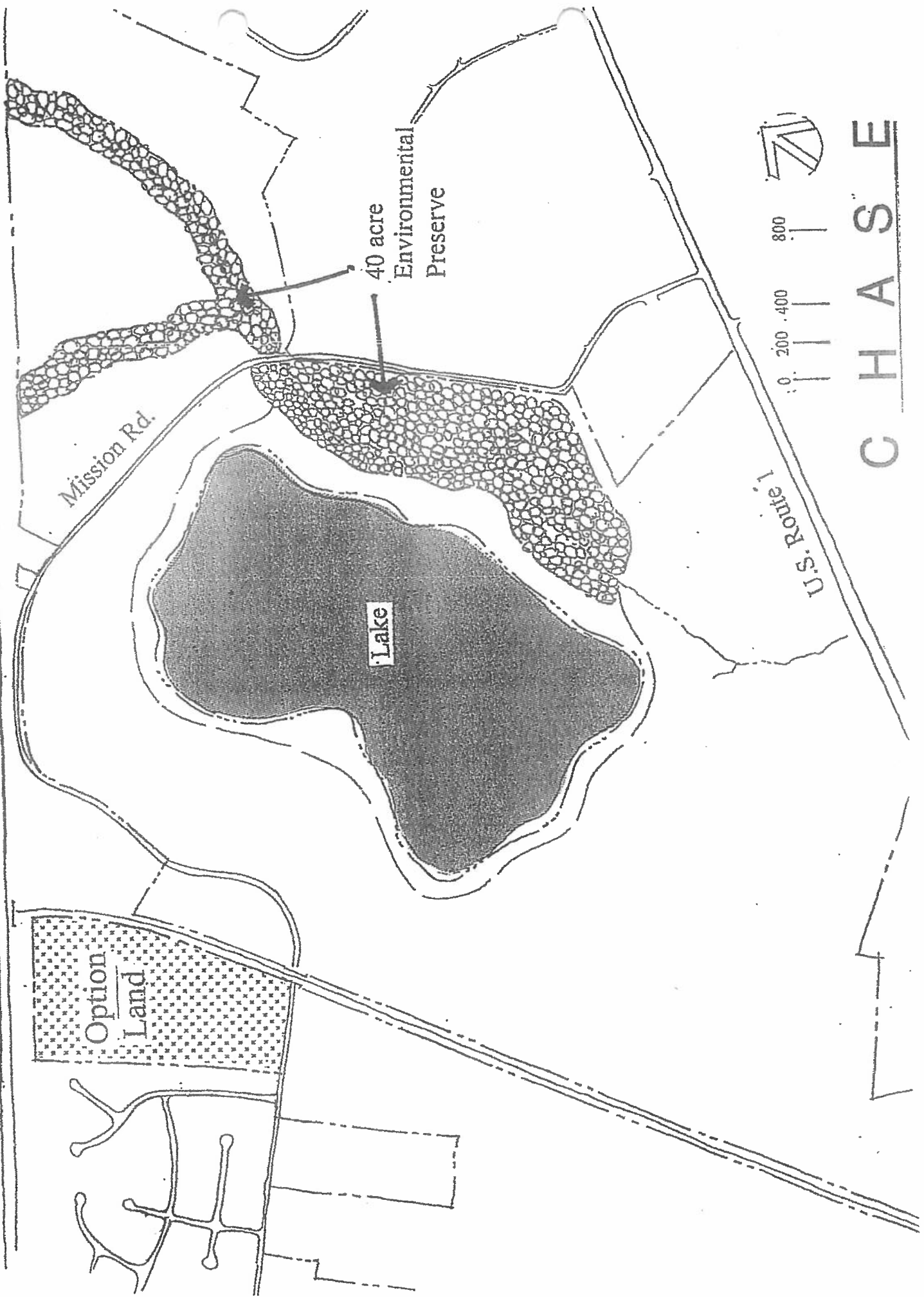


BOUNDARY SURVEY  
**C H A S E**  
SURVEYORS & ENGINEERS



EXHIBIT 1

Interstate 95



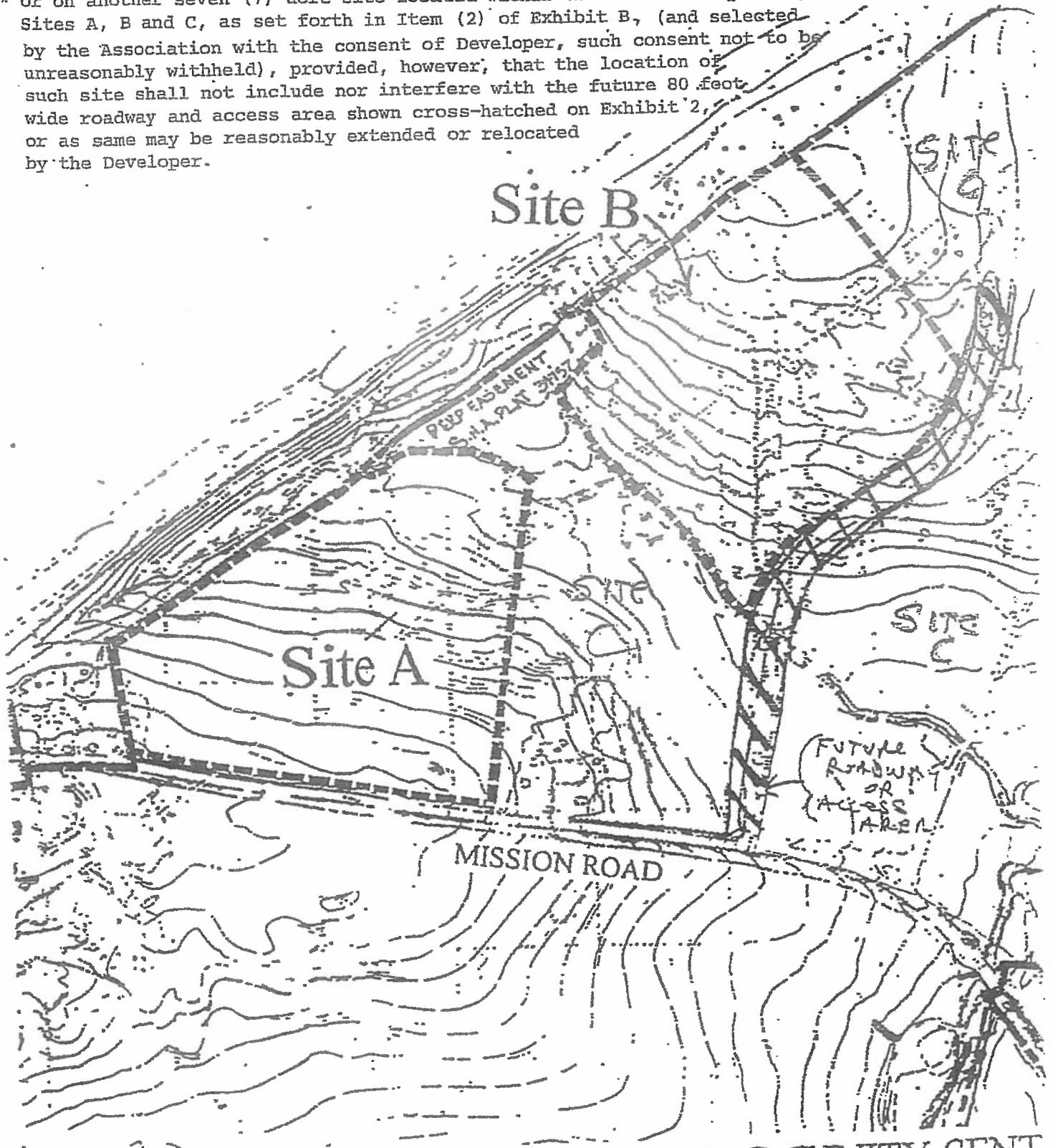
C H A S E



EXHIBIT 2

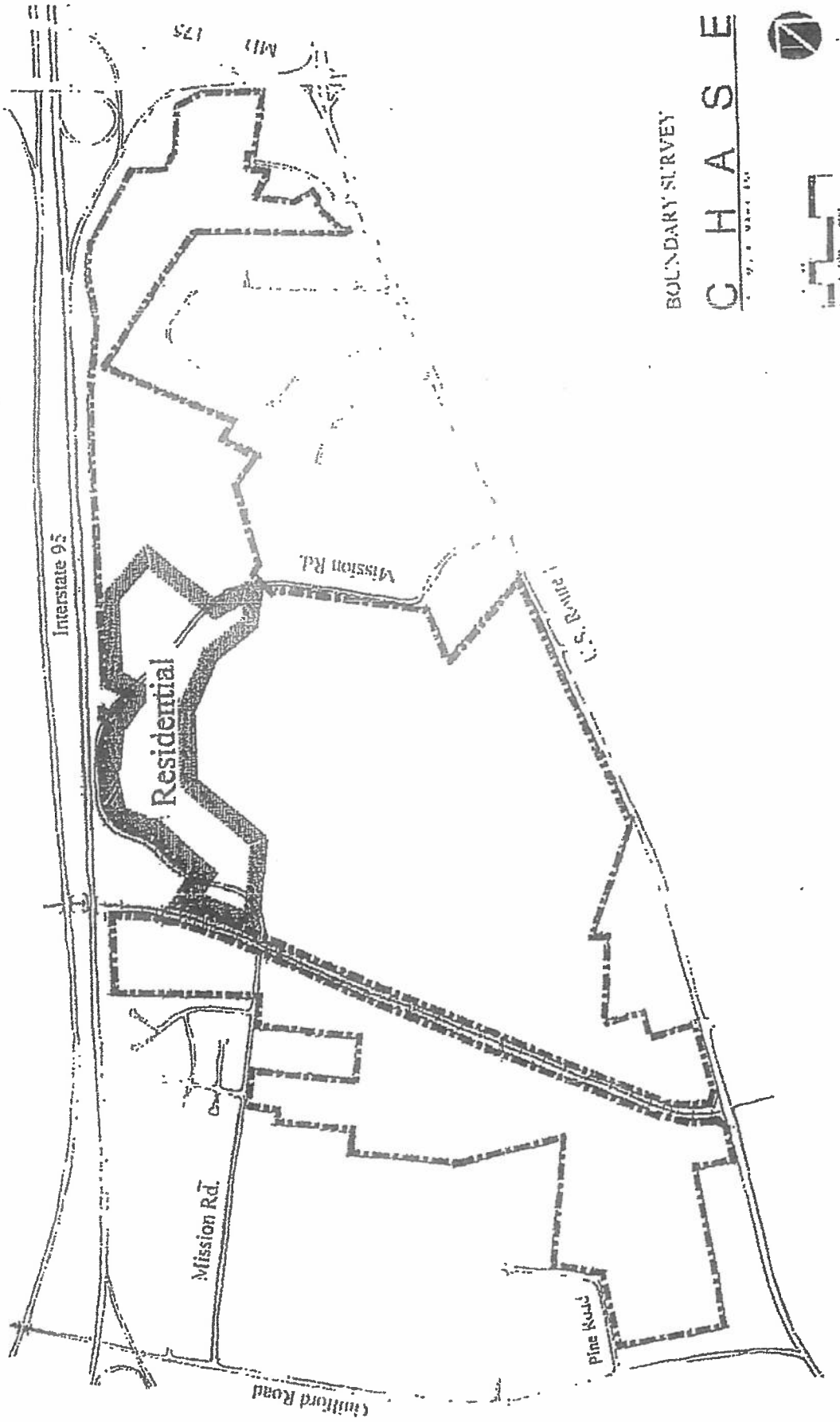
The Community Facility Land will be either Site A or B,\* as selected by Ridgelys Run Community Association, Inc.

\* or on another seven (7) acre site located within the areas encompassing Sites A, B and C, as set forth in Item (2) of Exhibit B, (and selected by the Association with the consent of Developer, such consent not to be unreasonably withheld), provided, however, that the location of such site shall not include nor interfere with the future 80 foot wide roadway and access area shown cross-hatched on Exhibit 2, or as same may be reasonably extended or relocated by the Developer.



COMMUNITY CENT  
C H A S





BOUNDARY SURVEY

CHASSE







**Sayers, Margery**

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**From:** joel hurewitz <joelhurewitz@gmail.com>  
**Sent:** Monday, April 29, 2019 1:43 PM  
**To:** CouncilMail  
**Cc:** Delorenzo, Carl  
**Subject:** CR49-2019: The DRRRA Does Not Include the Required Description of Permits  
**Attachments:** CR49-2019 The DRRRA Does Not Include the Required Description of Permits.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 my fifth email with analysis on the DRRRA--"CR49-2019: The DRRRA Does Not Include the Required Description of Permits."

Joel Hurewitz



## CR49-2019: The DRRA Does Not Include the Required Description of Permits

Joel Hurewitz      April 29, 2019

Sec. 16.1703n (a)(7) of the Howard County Code states that a DRRA includes "A description of the permits required or already approved for the development of the real property." The Chase Quarry DRRA description of permits is vague and incomplete.

**4.2 Approvals Required.** Chase has previously obtained the Special Exception Approval, approval of a site development plan, and all similar permits and approvals necessary to construct and operate the Quarry on the Quarry Property. Chase shall obtain all further permits and approvals necessary under any existing provision of local, Maryland, or federal law regarding the continued use and operation, future development, and redevelopment of the Quarry Property. Petitioner shall obtain all permits and approvals necessary under any existing provision of local, Maryland, or federal law regarding the development, redevelopment, operation, and use of the Undeveloped Petitioner Property.

Chase Land DRRA

Black's Dictionary defines a "description" in part to be "a written enumeration of items . . . like an inventory, but with more particularity." Stating that Chase will obtain "all similar permits" or "all further permits and approvals necessary under any existing provision of local, Maryland, or federal law" really just states the obvious. This is not really an enumeration of what type of permits these include. In addition, stating that Chase will comply with local, Maryland, or federal law is a bit redundant, as it just repeats paragraph 24 from the Board of Appeals Order:

**24. The Petitioner shall comply with all applicable federal, State, and County laws and regulations.**

Board of Appeals Order

## Permits Listed in Other DRRAs

Compare this with the much more detailed list in the Doughoregan/Carroll DRRA. (The Doughoregan/Carroll DRRA was also drafted by Talkin & Oh; it is unclear why this was not used as the template in for Section 4.2 in the Chase DRRA).

2.4 APFO Approval. The Carrolls shall be required to obtain APFO Approval for the Project.

2.5 Other Development Approvals and Permits. All sections of the Project shall be required to obtain all applicable Development Approvals and all other applicable requirements of the County Code for land development, including but not

limited to site improvement plans (for water, sanitary sewer, storm water management and storm drainage and sediment and erosion control improvements), forest conservation requirements, Subdivision Plat(s) including any required dedications of land consistent with the County Code, building permits, and occupancy permits. The Project shall also be required to obtain all applicable Maryland or federal approval(s) and permits.

Doughoregan /Carroll DRRA CR103-2010

Similarly, compare the list in the Frederick County Monrovia Town Center DRRA.

2.3 Other Development Approvals and Permits. The Project shall be required to comply with all other applicable requirements of the County Code for land development, including, but not limited to, site improvement plans (for water, sanitary sewer, and storm drainage and sediment, and erosion control improvements), water and sewer amendments, Subdivision Plats, building permits, and occupancy permits. The Project shall also be required to obtain all applicable State or federal approvals and permits.

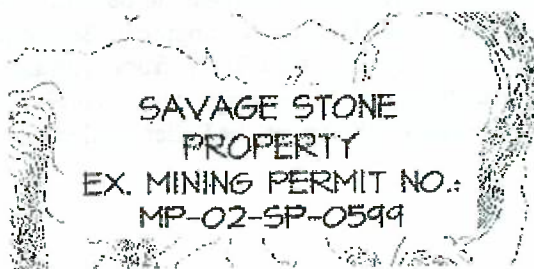
[https://www.frederickcountymd.gov/DocumentCenter/View/264108/Monrovia-Town-Center-DRRA\\_DRAFT\\_20Aug2013?bidId=](https://www.frederickcountymd.gov/DocumentCenter/View/264108/Monrovia-Town-Center-DRRA_DRAFT_20Aug2013?bidId=)

## Numerous Permits and Approvals on SDPs

The lack of specificity to the permits that the Quarry currently has and will be required is made all the more apparent when one notes the numerous MDE, HCSD, and other agency permits listed on the various site development plans and other development drawings.

28. ALL FILL AREAS WITHIN ROADWAY AND UNDER STRUCTURES TO BE COMPACTED TO A MINIMUM OF 95% COMPACTION OF AASHTO T180.
29. THE PAVEMENT DETAILS SHOWN FOR THIS SITE REFLECT THE HOWARD COUNTY STANDARD PAVEMENT SECTIONS AND ARE NOT BASED ON SITE SPECIFIC CONDITIONS. PRIOR TO PAVING THE FINAL PAVEMENT SECTIONS SHALL BE DETERMINED BY A QUALIFIED GEOTECHNICAL ENGINEER BASED ON IN-SITU TESTING OF THE FINISHED SUBGRADE.
30. THIS PROJECT IS EXEMPT FROM THE REQUIREMENTS FOR FOREST CONSERVATION UNDER SECTION 16.1202.b.1.ix OF THE SUBDIVISION REGULATIONS. A RECLAMATION PLAN WILL BE ENACTED AFTER CESSATION OF THE QUARRY ACTIVITIES, IN CONJUNCTION WITH MDE PERMIT NO.(S) 02-SP-0599, APPROVED ON DECEMBER 22, 2005.
31. SEDIMENT CONTROL PLAN FOR THIS PROJECT IS VALID FOR A PERIOD OF TWO YEARS AFTER HCSD SIGNATURES, AND MUST BE RESUBMITTED BEFORE EXPIRATION FOR ASSESSMENT AND APPROVAL.
32. WP-00-34 A WAIVER PETITION REQUEST TO WAIVE SECTIONS 16.115 AND 16.116(a) WAS APPROVED ON APRIL 10, 2000 SUBJECT TO THE FOLLOWING CONDITIONS:
  1. THIS WAIVER APPROVAL APPLIES ONLY TO THE PROPOSED AREAS OF ENVIRONMENTAL DISTURBANCES IDENTIFIED AS "AREAS #1-6" (WETLAND AND STREAM DISTURBANCES) AND "FLOODPLAIN AREAS #1-3" (FLOODPLAIN AND STREAM DISTURBANCES) AS SHOWN ON THE WAIVER PETITION EXHIBIT RECEIVED BY THE DEPARTMENT OF PLANNING AND ZONING ON 2/24/2000.
  2. THE PETITIONER MUST OBTAIN APPROVAL OF THE SITE DEVELOPMENT PLAN (SDP-99-134) PRIOR TO ISSUANCE OF ANY PERMITS FOR CONSTRUCTION OR GRADING ON SITE.
  3. ALL GRADING AND CLEARING WITHIN THE FLOODPLAINS, WETLANDS, WETLAND BUFFERS, AND STREAM BUFFERS SHALL BE MINIMIZED AND SHALL COMPLY WITH THE APPROVED GRADING AND SEDIMENT EROSION CONTROL PLAN SHEETS, WHICH ARE TO BE PART OF SDP-99-134. STABILIZATION SHALL BE INITIATED IMMEDIATELY FOLLOWING THE GRADING AND CLEARING.
  4. THE PETITIONER SHALL OBTAIN ALL APPLICABLE PERMITS FROM THE MARYLAND DEPARTMENT OF ENVIRONMENT AND/OR THE DEPARTMENT OF NATURAL RESOURCES, PRIOR TO COMMENCEMENT OF ANY DISTURBANCE TO THE ENVIRONMENT AREAS ON SITE.
33. NO QUARRY OR MINING SHALL OCCUR UNDER THIS PLAN. THIS PLAN IS FOR THE CONSTRUCTION OF OPERATION AREA AND REMOVAL OF OVERBURDEN ONLY.
34. A WETLANDS PERMIT HAS BEEN APPLIED FOR UNDER TRACKING NUMBER 200262372.

SDP-99-134 page 1



SDP-17-064 page 1

As discussed more in depth in the Legal and Equitable Interests email, the permit to Savage Stone for the mining permit is particularly problematic. Chase Land cannot **operate** the quarry; the mining permit is held by Savage Stone. Thus, this shows why Savage Stone is perhaps a necessary party to the DRRA.

## Water Tower Purchase and Sale Agreement Permits and Approvals

Permits and approvals were also discussed the Water Tower Purchase and Sale Agreement:

(i) Seller has prepared and obtained a grading permit for the grading plans entitled "Erosion and Sediment Control Plan for Chase Property at Mission Road" dated May 11, 2017 and executed June 8, 2017, and the site development plan entitled "Site Development Plan for Chase Property at Mission Road" (SDP 17-064) approved by the County on August 24, 2017 attached hereto and made a part hereof as **Exhibit F** (the "Approved Plans"). Seller shall, at its

Water Tower Purchase and Sale Agreement page 18

(iii) The Grading and Construction Work and the New Road Grading as described herein shall be conducted in accordance with all local, state, and federal laws governing such operations. Seller shall be solely responsible for (i) obtaining all permits required for the Grading and Construction Work and the New Road Grading and, except to the extent the same may be or have been waived or deferred by the County, the costs of all permits required for the Grading and Construction Work and the New Road Grading, with the exception of any permits or approvals from the Maryland State Highway Administration ("SHA") (which SHA permits and approvals shall be obtained by Purchaser in the course of Purchaser's construction of the New Road as provided in Section 13.A below) and (ii) any mitigations required for the performance of

Water Tower Purchase and Sale Agreement page 19

(v) Notwithstanding anything to the contrary contained in this Agreement, Seller and Purchaser acknowledge and agree that the Grading and Construction Work and the New Road Grading shall not include, and Seller shall not be obligated to perform, Item 9 of the Overall Sequence of Operations shown on Sheet 1 of the Site Development Plan attached hereto as **Exhibit F** ("all trap/basins shall be removed no later than 3 yrs. from Howard Soil Conservation District signature approval") or substantially similar language contained elsewhere in the Approved Plans (the "**Basin Removal Requirement**"); however, the Seller shall ensure that

Water Tower Purchase and Sale Agreement page 19

## Conclusion

Thus, for these reasons and others, the DRRA law requires a more detailed list of permits.

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

## Sayers, Margery

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**From:** Becki Vivrette <rvivrette@gmail.com>  
**Sent:** Monday, April 29, 2019 12:53 PM  
**To:** CouncilMail  
**Subject:** CR49-2019

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

Dear Council Members,

I am writing to you regarding my significant concerns regarding CR49-2019, the legislation related to the DRRRA for the Mission Rd. property. My children live in the Hunt Club area of Elkridge along the Route 1 corridor, are currently zoned to the 7% ELMS-LRHS feed, and would be redistricted to HS13 under the "illustrative" scenario provided by HCPSS OSP in March 2018.

First, I am concerned about the timing of the introduction of the DRRRA. As multiple members of the Board of Education testified, they were not made aware of the DRRRA at the time of site selection, and that moving forward with the site would be contingent on agreeing to the terms of the DRRRA. Surely, discussions about the DRRRA had occurred between the property owner and the County prior to December 2018. Why wait until after school site selection to introduce its terms? Further, CR49-2019 was filed at the latest possible date for HCPSS to request state funds required to begin construction, which occurs annually in May. Given that HS13 site selection occurred over 1 year ago, why was the legislation introduced to the Council at the latest possible hour? Delaying the DRRRA's introduction creates a false narrative -- some might argue purposefully so -- that the Council must approve CR49-2019 immediately, even if its terms are harmful to the future of the Route 1 Corridor, else risk losing the property. Regarding the stated urgency of HS13 opening, the initial timeline for the opening of HS13 was 2024; that timeline was bumped up by 2 years in order to avoid redistricting, then was delayed to 2023. With redistricting now occurring in 2020-21, which will relieve some overcrowding in the Northeast, it is more important for us to get this right rather than make decisions that will negatively impact the Route 1 corridor and the county as a whole for decades to come. This land is needed for schools, but not at the expense of development exemptions in an already over-developed corridor.

I am also concerned about the amendment that was filed the day of the public hearing, offering limited time for the public to consider it and respond. Although at first glance, the elimination of freezing APFO and environmental regulations, and requiring re-approval every 5 years, appears to be an improvement to the Resolution, the final clause seems to create a loophole for the quarry and re-development exemptions, primarily through the use of the word "affect". It reads "...however, that the provisions of this Section 1.8 shall not apply to, and the Quarry Property and the Undeveloped Petitioner Property shall not be required to comply with, any legislative, executive, or quasi-judicial action passed or enacted after the Effective Date of this Agreement that specifically **affects** or targets, or could **reasonably be construed to specifically affect** or target, the Quarry Property, and/or the Undeveloped Petitioner Property, and/or quarries or quarry properties generally." If any change in law or regulation negatively affects plans for continued blasting or re-development, then Chase Land would presumably be exempt from these changes for up to 25 years. I would request that this final clause be removed from the DRRRA, or at minimum, removing the word "affect" from the clause.

Lastly, I am concerned that the re-approval process for the DRRRA can continue for up to 25 years. Chase Land/Savage Stone has repeatedly said they have about 10-13 years of blasting left, so why are we extending that period another 12-15 years beyond that timeframe, if the primary purpose is to protect the current zoning for quarry operations? I would request that the maximum timeframe be limited to 15 years with 5 year re-approval terms.

Thank you,  
Becki Vivrette  
6722 Burnbridge Hunt Ct.  
Elkridge, MD 21075





**Sayers, Margery**

---

**From:** joel hurewitz <joelhurewitz@gmail.com>  
**Sent:** Thursday, April 25, 2019 4:09 PM  
**To:** CouncilMail  
**Subject:** CR49-2019: DRRR Map Discrepancies  
**Attachments:** CR49-2019 DRRR Map Discrepancies .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 DRRR Map Discrepancies.

Joel Hurewitz



## **CR49-2019: There Are Discrepancies in the DRRA Map When Compared to the County GIS Map and Other Land Records**

**Joel Hurewitz     April 25, 2019**

There are discrepancies from what is shown on the DRRA Map for the Petitioner Property and what appears on the Howard County GIS maps and on other land records. The Petitioner should verify whether the discrepancies are intentional or inadvertent and whether the metes and bounds in Exhibit A fairly reflect the intended extent of the Petitioner Property and whether Exhibit A is fairly depicted on the DRRA Map.

The most visible discrepancy is where the CSX Railroad property is omitted from the DRRA Map north of Mission Road. (In addition, there is a narrow sliver of property between the CSX and the non-Chase outlots).

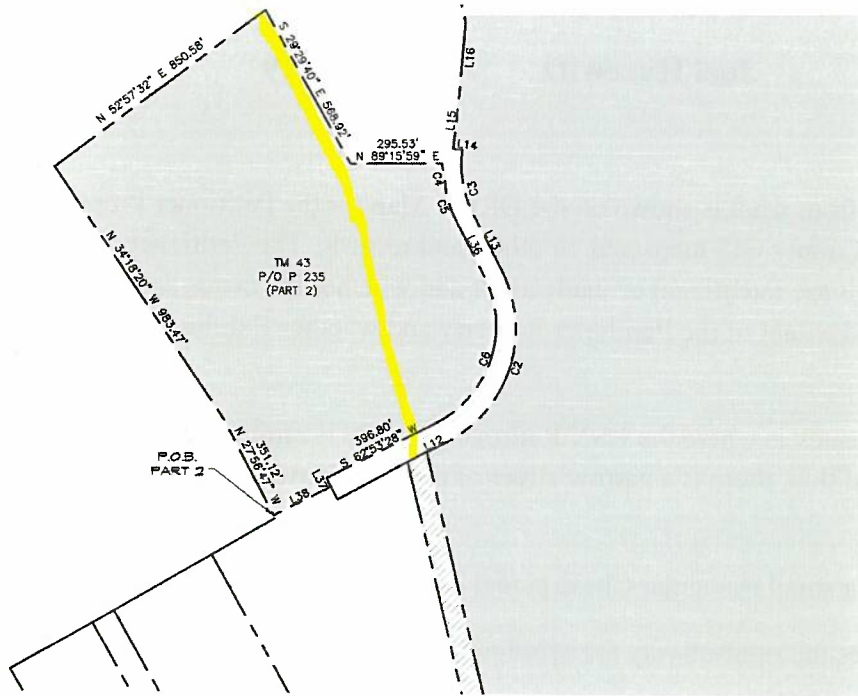
The County GIS shows a small triangular Chase parcel between Mission Road and Interstate 95.

The DRRA Map includes the right-of-way for Mission Road in the area adjacent to the Ridgely's Run Community Center.

There is a small omitted portion of P235 across from 8196 Mission Road. This is on the DRRA Map where it says "L7" adjacent to Mission Road.

These discrepancies are shown in more detail in the exhibits below.

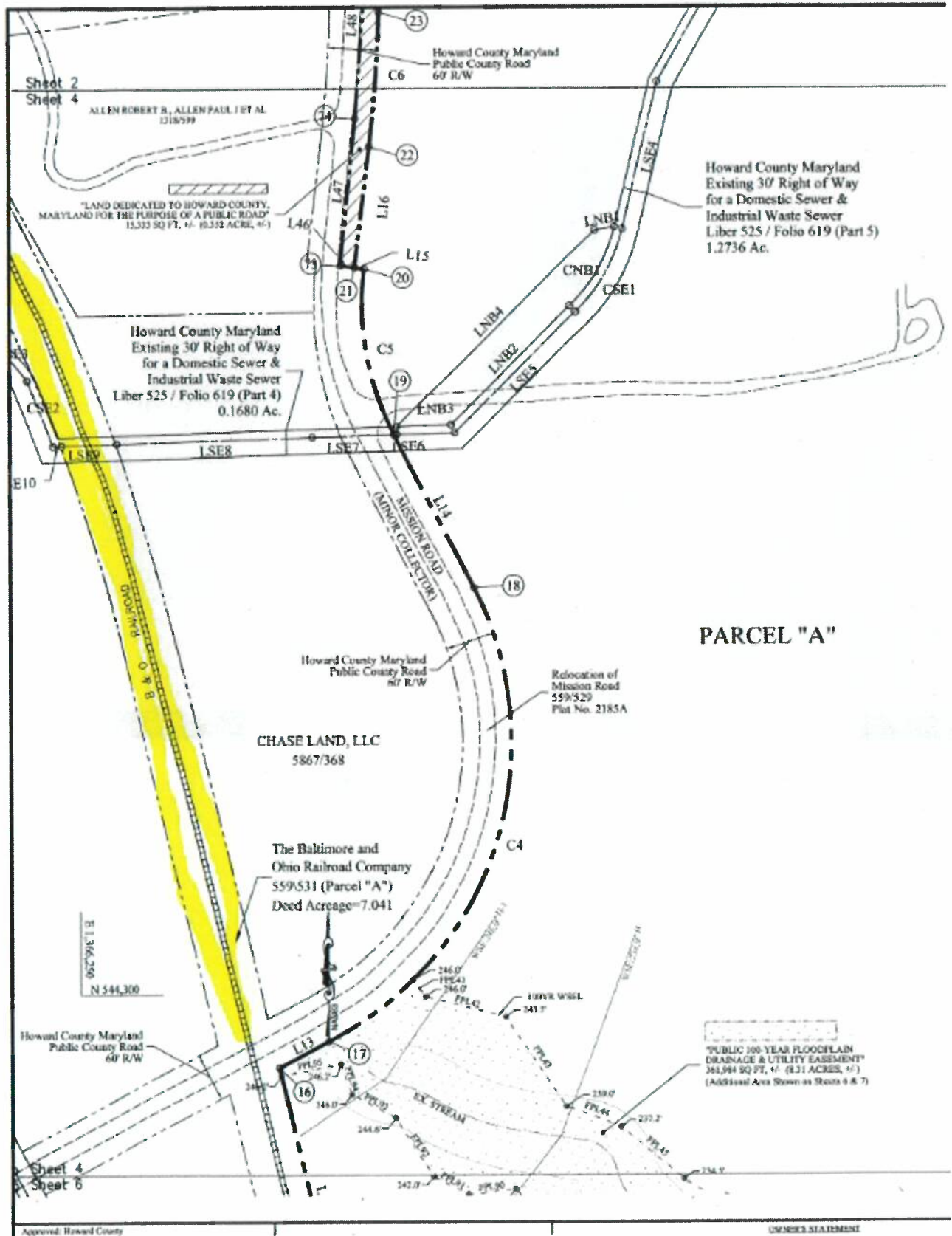
# MISSING CSX RAILROAD



DRRA Map: Omitted CSX Railroad North of Mission Road



County GIS: CSX Railroad North of Mission Road Highlighted in Red



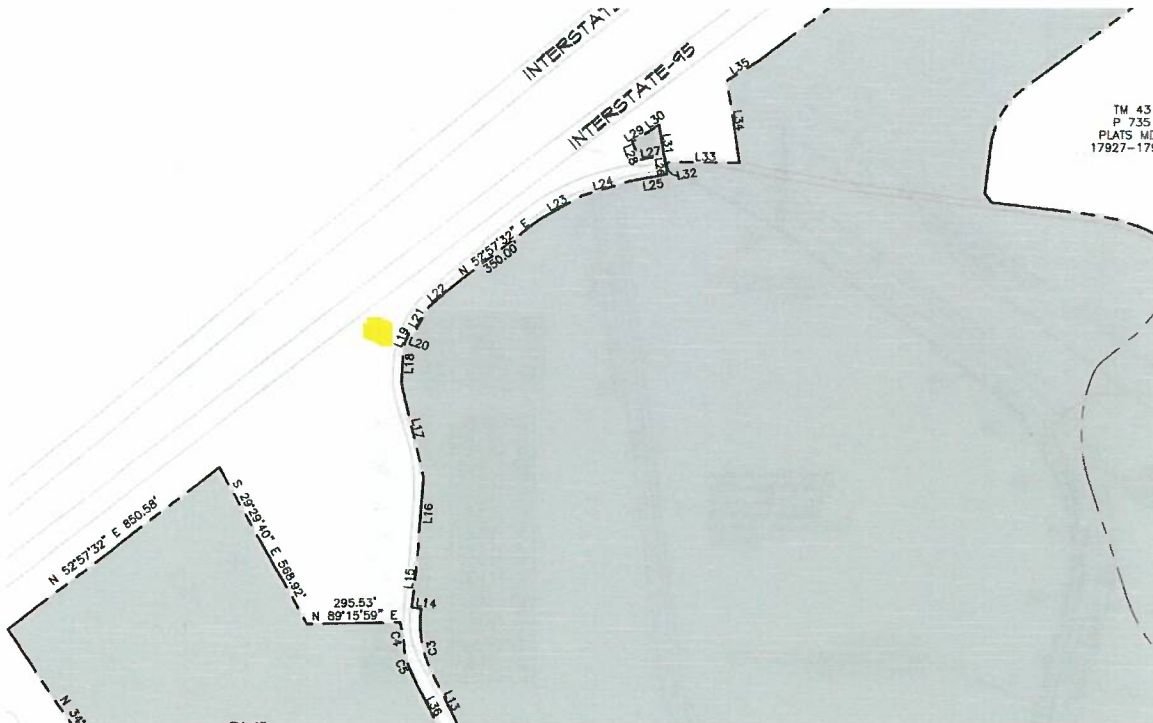
MDR Plat No. 18004: CSX Railroad

NARROW PARCEL ADJACENT TO CSX

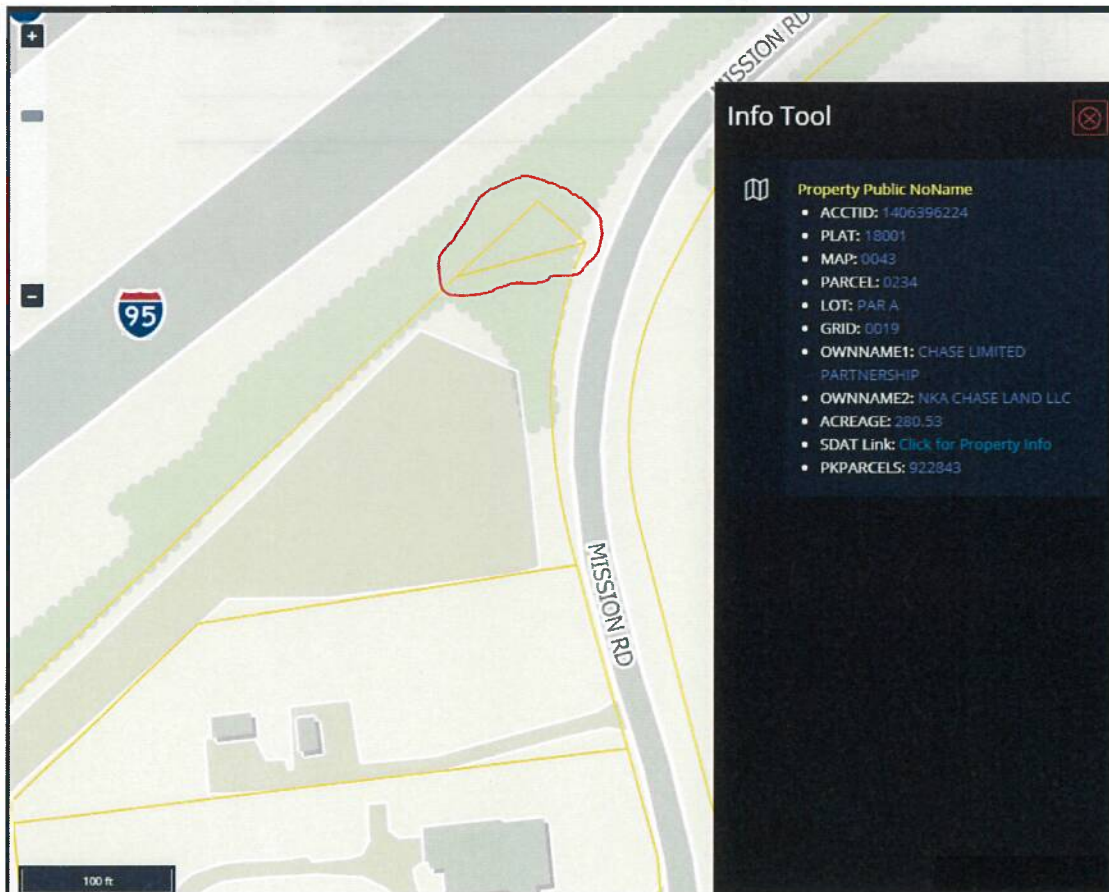


County GIS: Narrow Sliver Chase Parcel Between Railroad and Non-Chase Parcels  
(Approximately 11 feet at widest point).

TRIANGULAR CHASE PARCEL BETWEEN MISSION ROAD AND I-95



DRRA Map: Omitted Small Triangular Chase Parcel



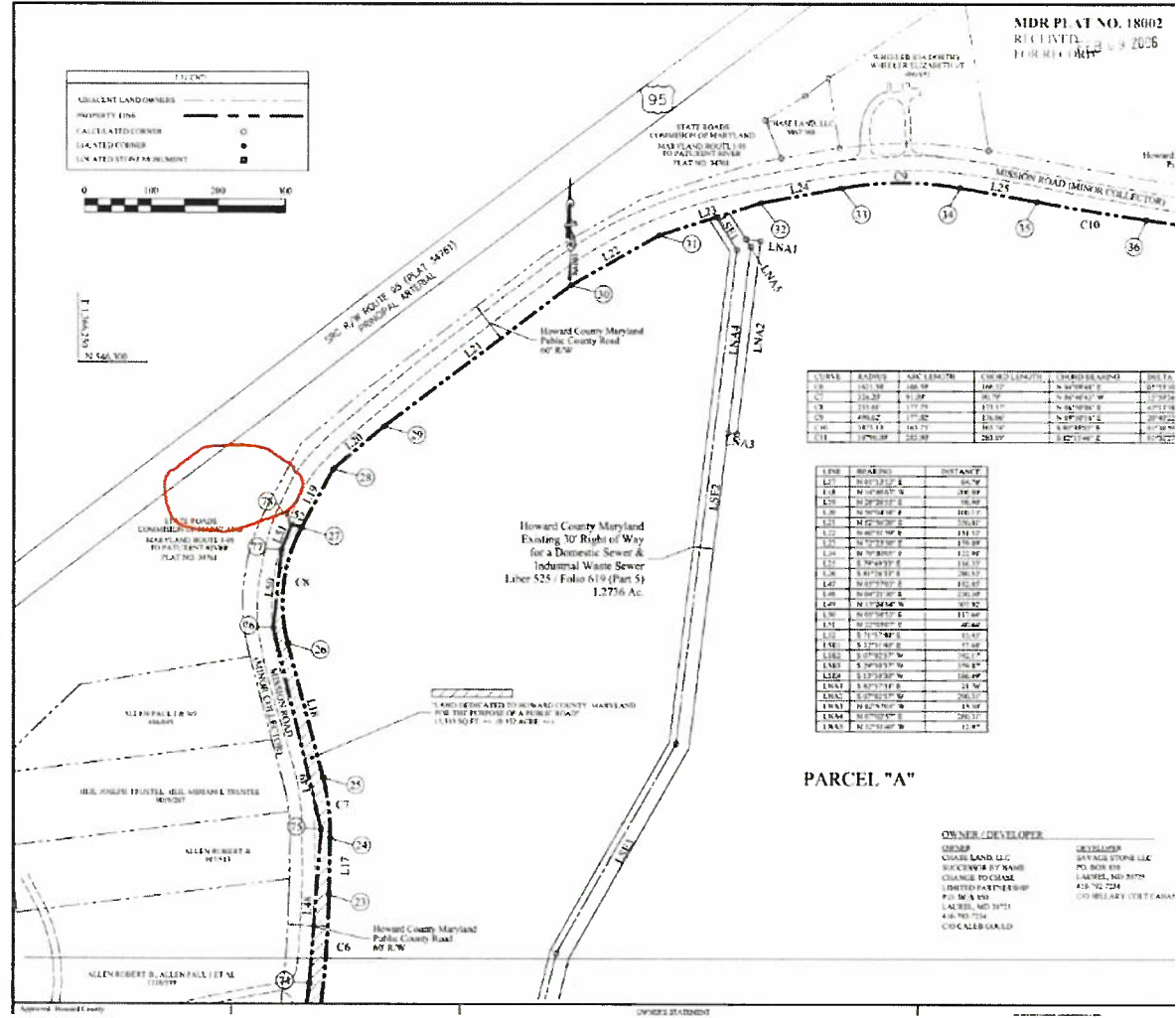
County GIS: Small Triangular Chase Parcel Between Mission Road and I-95

LEGEND

ADJACENT LAND OWNERS	---
PROPERTY LINE	---
CALCULATED CORNER	○
PLANTED CORNER	●
UNPLANTED CORNER	■



1" = 100.00'



LINE	BEARING	SIDE LENGTH	CORNER ELEVATION	CORNER BEARING	REMARKS
L1	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L2	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L3	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L4	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L5	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L6	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L7	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L8	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L9	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L10	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L11	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L12	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L13	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L14	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L15	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L16	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L17	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L18	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L19	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L20	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L21	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L22	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L23	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L24	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L25	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L26	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L27	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L28	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L29	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L30	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L31	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L32	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L33	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L34	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L35	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00
L36	S 89° 54' 00" W	100.00	100.00	N 89° 54' 00" E	100.00

LINE	BEARING	DISTANCE
L1	S 89° 54' 00" W	100.00
L2	S 89° 54' 00" W	100.00
L3	S 89° 54' 00" W	100.00
L4	S 89° 54' 00" W	100.00
L5	S 89° 54' 00" W	100.00
L6	S 89° 54' 00" W	100.00
L7	S 89° 54' 00" W	100.00
L8	S 89° 54' 00" W	100.00
L9	S 89° 54' 00" W	100.00
L10	S 89° 54' 00" W	100.00
L11	S 89° 54' 00" W	100.00
L12	S 89° 54' 00" W	100.00
L13	S 89° 54' 00" W	100.00
L14	S 89° 54' 00" W	100.00
L15	S 89° 54' 00" W	100.00
L16	S 89° 54' 00" W	100.00
L17	S 89° 54' 00" W	100.00
L18	S 89° 54' 00" W	100.00
L19	S 89° 54' 00" W	100.00
L20	S 89° 54' 00" W	100.00
L21	S 89° 54' 00" W	100.00
L22	S 89° 54' 00" W	100.00
L23	S 89° 54' 00" W	100.00
L24	S 89° 54' 00" W	100.00
L25	S 89° 54' 00" W	100.00
L26	S 89° 54' 00" W	100.00
L27	S 89° 54' 00" W	100.00
L28	S 89° 54' 00" W	100.00
L29	S 89° 54' 00" W	100.00
L30	S 89° 54' 00" W	100.00
L31	S 89° 54' 00" W	100.00
L32	S 89° 54' 00" W	100.00
L33	S 89° 54' 00" W	100.00
L34	S 89° 54' 00" W	100.00
L35	S 89° 54' 00" W	100.00
L36	S 89° 54' 00" W	100.00

Howard County Maryland  
 Existing 30' Right of Way  
 for a Domestic Sewer &  
 Industrial Waste Sewer  
 Liber 525 - Folio 619 (Part 5)  
 1.2736 Ac.

PARCEL "A"

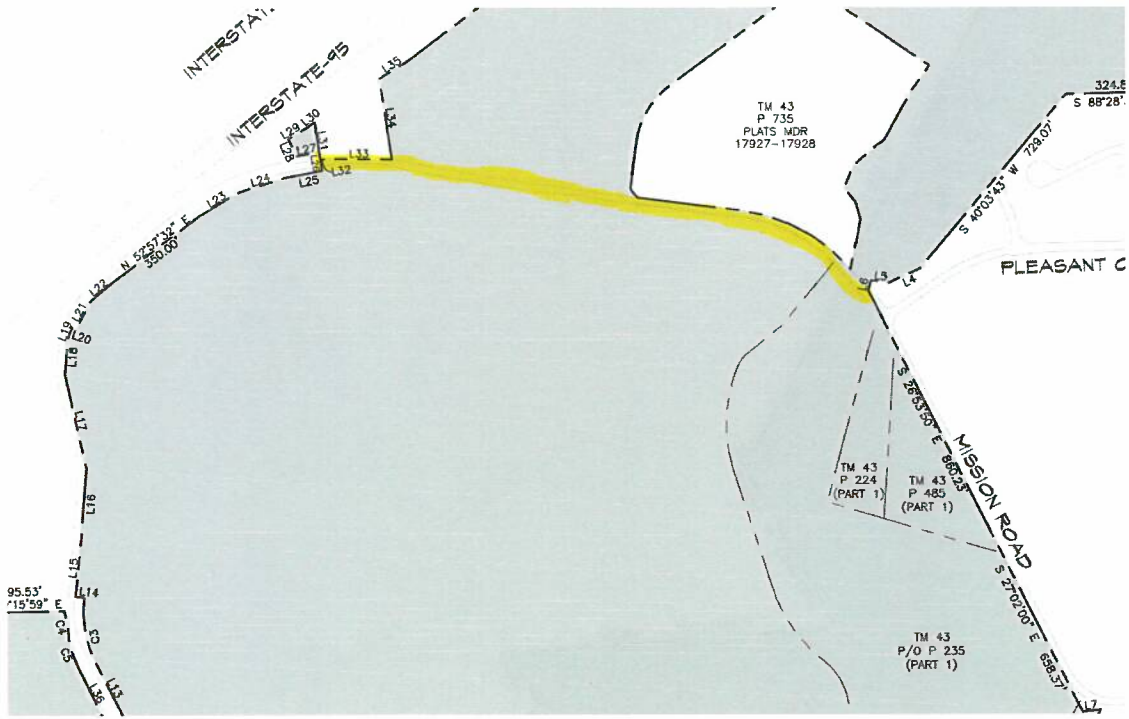
OWNER / DEVELOPER

USEP	82324059
CHASE LAND LLC	873451098 LLC
SUCCESSOR BY MAND	PO BOX 610
CHANGE OF CHASE	LAUREL, MD 20778
LIMITED PARTNERSHIP	410 762 224
P.O. BOX 610	CONCRETE TRIANGLE
LAUREL, MD 20778	
410 762 224	
CHASER GARD	

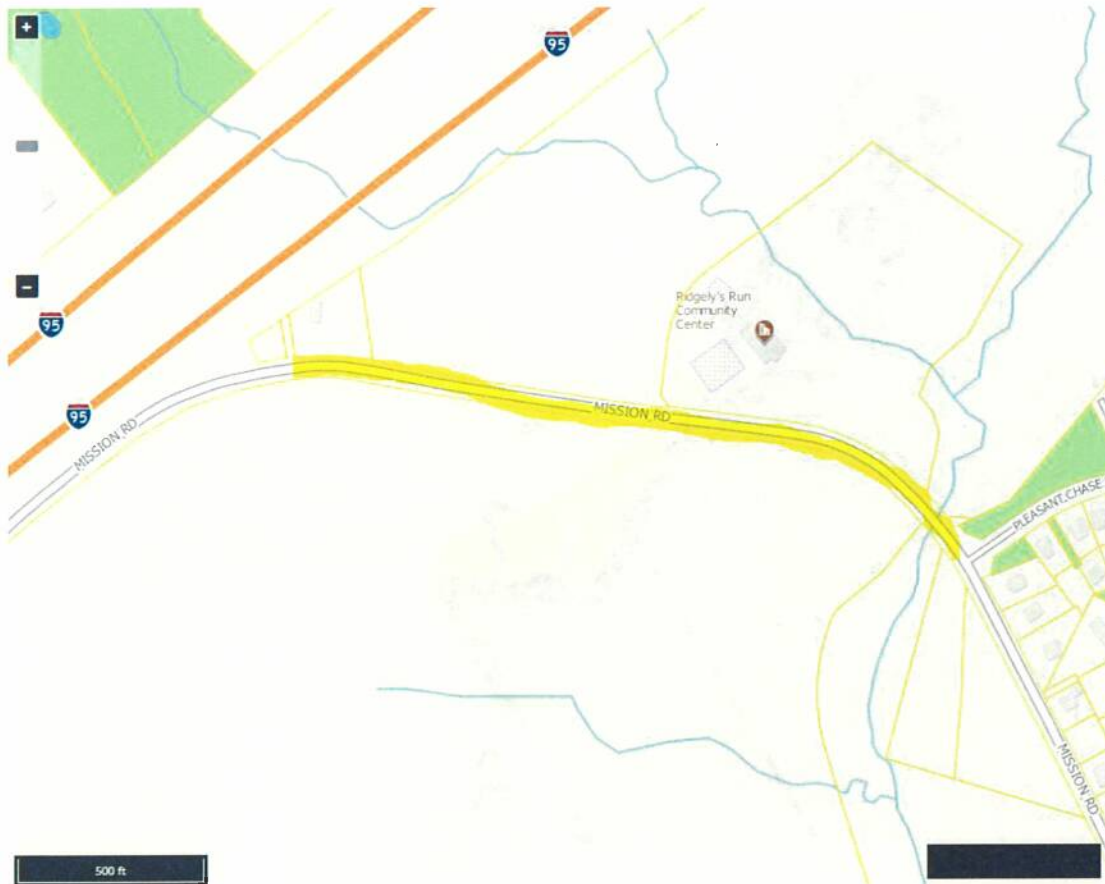
MDR Plat No. 18002: Chase Triangle Parcel Not Shown



**MISSION ROAD RIGHT-OF-WAY SHOWN AS PART OF PETITIONER PROPERTY**

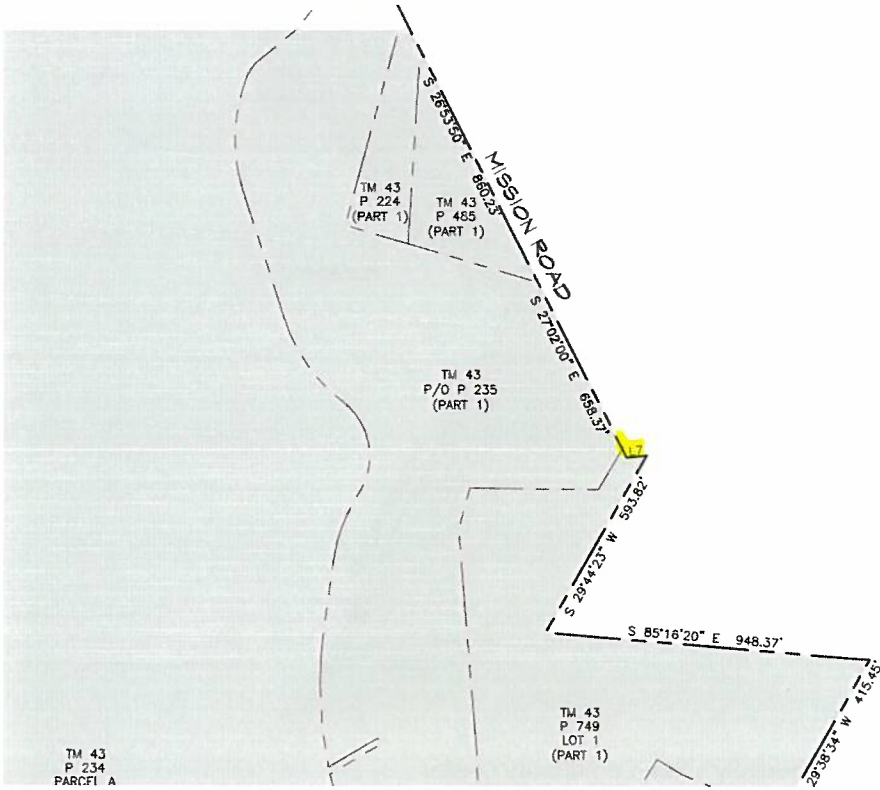


**DRRA Map: Includes Portion of Mission Road Near Ridgely's Run Community Center**

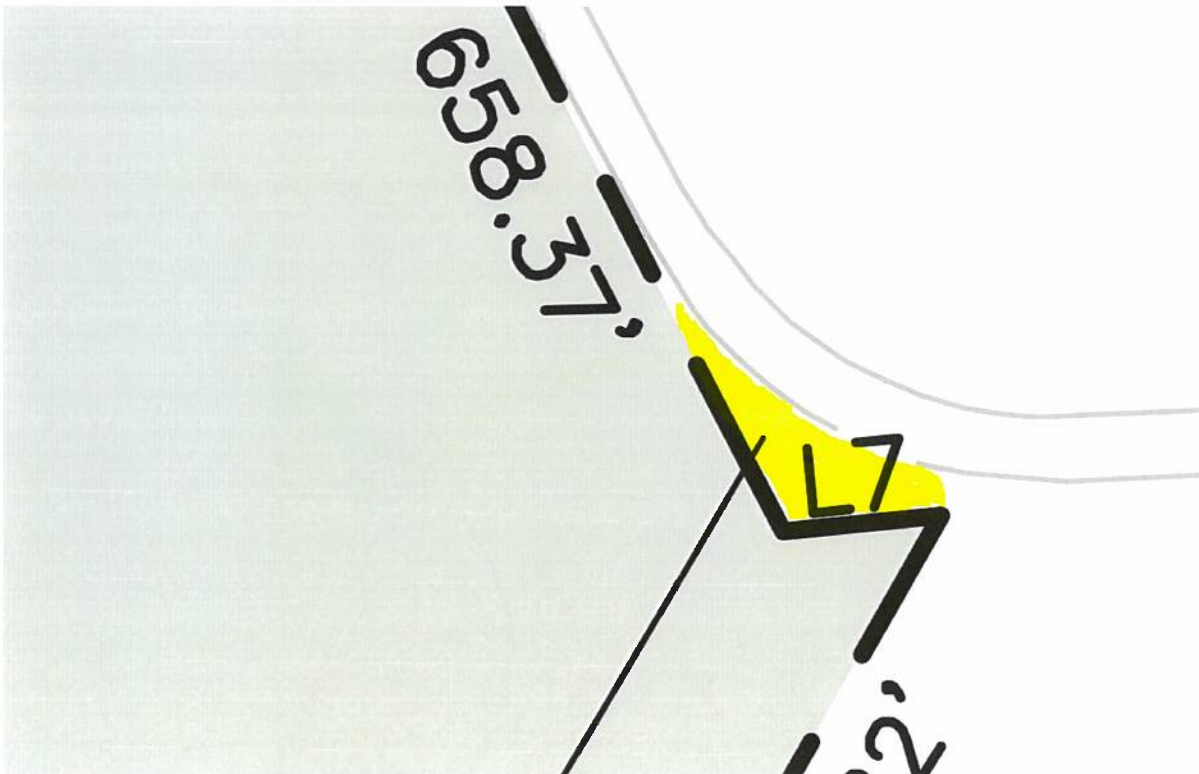


**County GIS: Dedicated Mission Road Near Ridgely's Run Community Center**

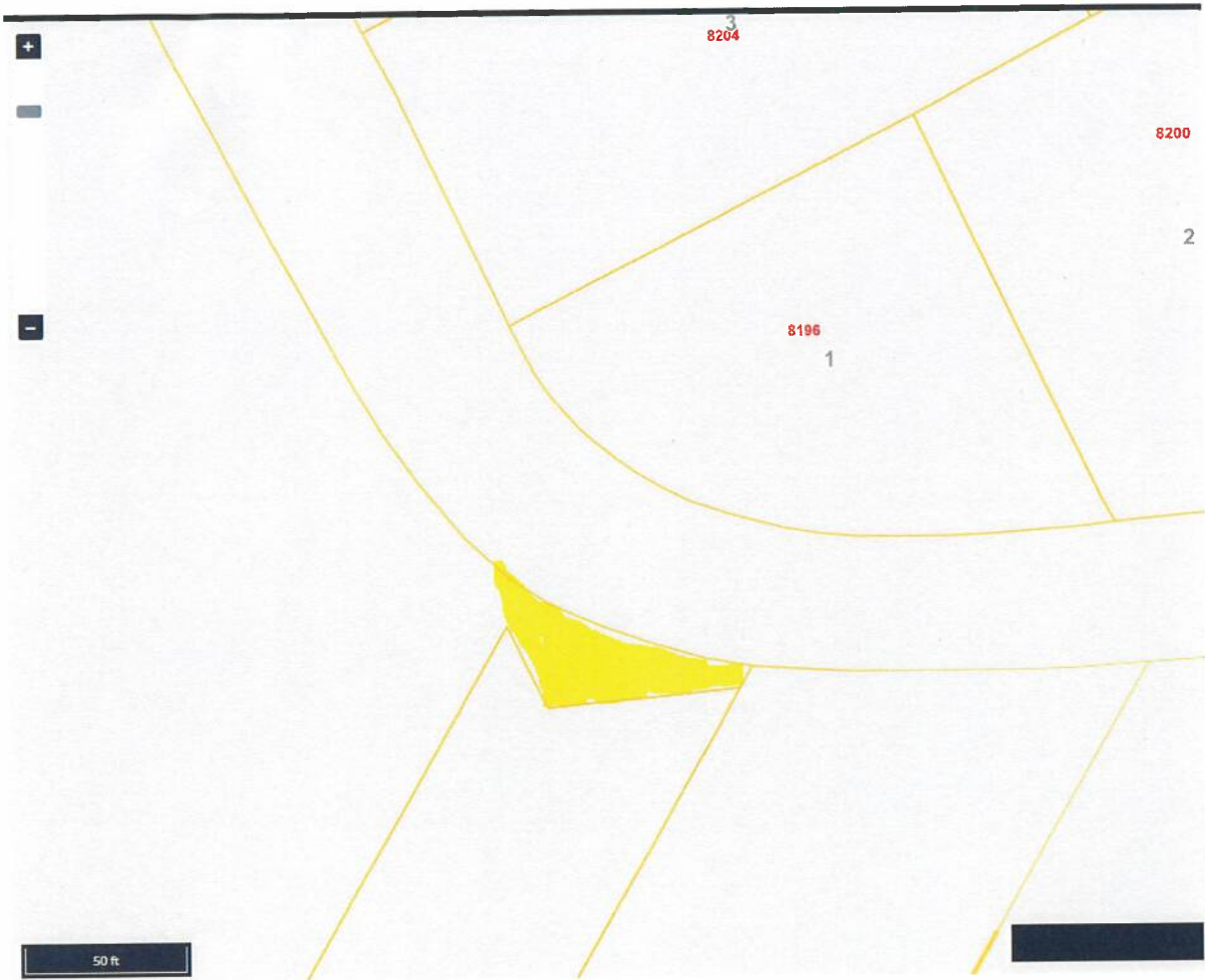
OMITTED SQUARE FOOTAGE ALONG MISSION ROAD



DRRA Map: Small Portion of P235 Omitted Across from 8196 Mission Road



DRRA Map: Blowup of Small Portion of P235 Omitted Across from 8196 Mission Road



County GIS: Shows Highlighted Area is Portion of P235 -- Not Non -Chase Parcel to East as on DRRR Map.



**Sayers, Margery**

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**From:** BVivrette <bvivrette@gmail.com>  
**Sent:** Wednesday, April 24, 2019 9:54 PM  
**To:** CouncilMail  
**Subject:** CR49-2019 DRRA

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

Dear Council members,

I am writing to urge you not to accept the DRRA for the Mission Road quarry as amended. As pointed out, line 33 essentially negates all language amended to try to appeal to the concerns about freezing all laws pertaining to the parcel. Counsel is playing legalese games in an attempt to hide the egregious taking, and bait and switch, of a powerless BOE and a freshman Council. They wouldn't wait until the day of public testimony to file amendments if they knew what they're trying was not egregious. Please do not fall for it. Dictate the fair terms on your own, and eliminate the ambiguity and games.

Please follow through in the best interests of your constituents and students, not those of more developers.

Thank you,  
Brian Vivrette



## Sayers, Margery

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**From:** Becky McKirahan <Becky@TacoBird.com>  
**Sent:** Wednesday, April 24, 2019 1:55 PM  
**To:** BoE Email  
**Cc:** CouncilMail  
**Subject:** FW: Jessup, DRRRA and HS #13

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

Dear Board of Education Members,

I wanted to follow up on Ms. Delmont-Small's testimony for CR49. Unfortunately, I fear I have become part of the constant churn of too many emails everyone receives, and I am sorry to further clog up your box.

Ms. Delmont-Small stated that the BOE did not see the DRRRA until it was filed April 1st to the County Council. I would like to respectfully disagree, as Mr. Youngman did point out, it was attached to CR5 (Water Tower). Ironically, I had sent the link to it you on January 19<sup>th</sup> about the water tower and DRRRA (attached down below). What I find further confusing about this timeline is the MPIA Ms. Delmont-Small filed on March 28<sup>th</sup>, 2019 for the documents referenced within the DRRRA.

Much information is coming in front of everyone, at rapid speeds, and I know the clock is ticking. Yet, I feel it is imperative we keep to facts on dates and data, in order to remain creditable.

I am trusting the County's legal department, County Council and Petitioner to all work together to make the best decisions for our county, after hearing all testimony. I hope the amendments, work session, and negotiations coming up will help to relieve any further apprehensions.

Respectfully,

Becky McKirahan

Why Not Jessup

---

**From:** Becky McKirahan  
**Sent:** Saturday, January 19, 2019 3:29 PM  
**To:** CalvinBall@howardcountymd.gov; EWalsh@howardcountymd.gov; OJones@howardcountymd.gov; Jung, Deb <djung@howardcountymd.gov>; DYungmann@howardcountymd.gov  
**Cc:** BoE Email <boe@hcpss.org>; Katherine DiSalvo-Thronson <kdthronson@thehorizonfoundation.org>; RidgelysRun@gmail.com; fdorsey1130@verizon.net; Willie Flowers <wflowers@phcha.org>  
**Subject:** Jessup, DRRRA and HS #13

Dear Dr. Ball and County Council,

Our group has been attempting to follow the process of the Petition for Development Rights and Responsibilities Agreement between Chase Land, LLC/Annapolis Junction Holdings, LP, and Howard County since the November 13<sup>th</sup>, 2018 meeting we attended. The DRRA is the final step before the land purchase will occur for the new schools.

Our understanding is the DRRA would be submitted to the county by the end of the 2018. It would then need to be approved by the County Council and County Executive. Since January 10<sup>th</sup>, 2018, we have been attempting to get an update on this. My own CC representative stated she did not know the status and would investigate it. I also contacted the attorney for Chase Land, LLC and was told to contact my county council representative for an update.

This past Friday, January 19<sup>th</sup>, 2019, there was an addition to the Legislative Agenda for Tuesday, January 22<sup>nd</sup> for CR5-2019\*.

Upon further research, one of our volunteers discovered the DRRA attached to that resolution, as a supporting document. The DRRA was received on December 19, 2018 by the County Executive's office and copies hand delivered to all County Council Representatives.

Resolution CR5-2019 appears to be about the water tower property. Can someone please explain what the DRRA has to do with CR5-2019? Is it a separate entity, that will get its own legislation number, or is it part of CR5-2019?

As a community, we feel it is imperative to follow this process and wish it was more transparent and easier to navigate. We would appreciate assistance with navigating this progression. We are continuing to advocate for the new school opening on time, to alleviate the severe overcrowding in our schools.

Thank you,

Becky McKirahan

Why Not Jessup

\*Council Resolution 5-2019 - A RESOLUTION declaring that a total of approximately 0.649 acres of real property is no longer needed for a public purpose and authorizing the County Executive to waive the advertising and bidding requirements of Section 4.201 of the Howard County Code in order to convey the County's property interest to Chase Limited Partnership



and Annapolis Junction Holdings, LP, and providing that, if the County Executive finds that the property may have a further public use and that the property should not be conveyed, he is not bound to convey the property in accordance with this Resolution. (No expiration date)

<https://apps.howardcountymd.gov/olis/PrintSummary.aspx?LegislationID=3183>



Sayers, Margery

**From:** Dvorak, Nicole  
**Sent:** Monday, April 22, 2019 1:05 PM  
**To:** CouncilMail  
**Subject:** FW: Against CR49-2019 DRRRA - 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 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.]

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](mailto:EWalsh@howardcountymd.gov)>, <[OJones@howardcountymd.gov](mailto:OJones@howardcountymd.gov)>, <[CRigby@howardcountymd.gov](mailto:CRigby@howardcountymd.gov)>, <[DJung@howardcountymd.gov](mailto:DJung@howardcountymd.gov)>, <[DYungmann@howardcountymd.gov](mailto:DYungmann@howardcountymd.gov)>  
**Cc:** <[JFeldmark@howardcountymd.gov](mailto: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:

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- Sierra Club
- Potomac Conservancy
- Preservation Maryland
- Clean Water Action
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3. Requiring the inclusion of enhanced public benefit - Development needs to provide something above and beyond requirements of APFO and design review process
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5. Allowing the county to make changes to the DRRRA if the developer requests to amend or make changes

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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

75-80 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=](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**

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**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 DRRRA  
**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 DRRRA."

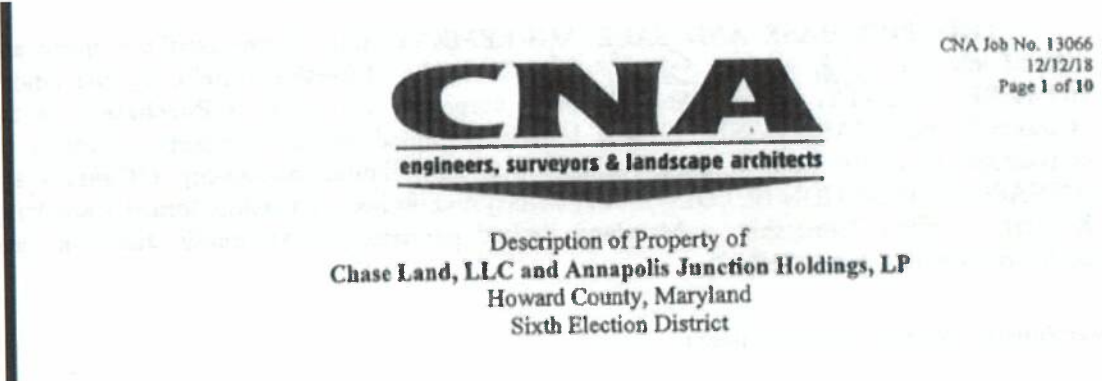
Joel Hurewitz



# 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



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 19<sup>th</sup> 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**

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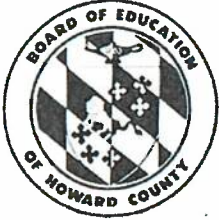
**From:** Jahantab Siddiqui <Jahantab\_Siddiqui@hcpss.org>  
**Sent:** Monday, April 22, 2019 3:23 PM  
**To:** CouncilMail  
**Cc:** Brianna Hartley  
**Subject:** Letter from BOE re: HS13 site.  
**Attachments:** SCOAMLEACPK19042211170.pdf; ATT00001.htm

[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, 3<sup>rd</sup> 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](mailto: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

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**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) 596-6500  
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

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

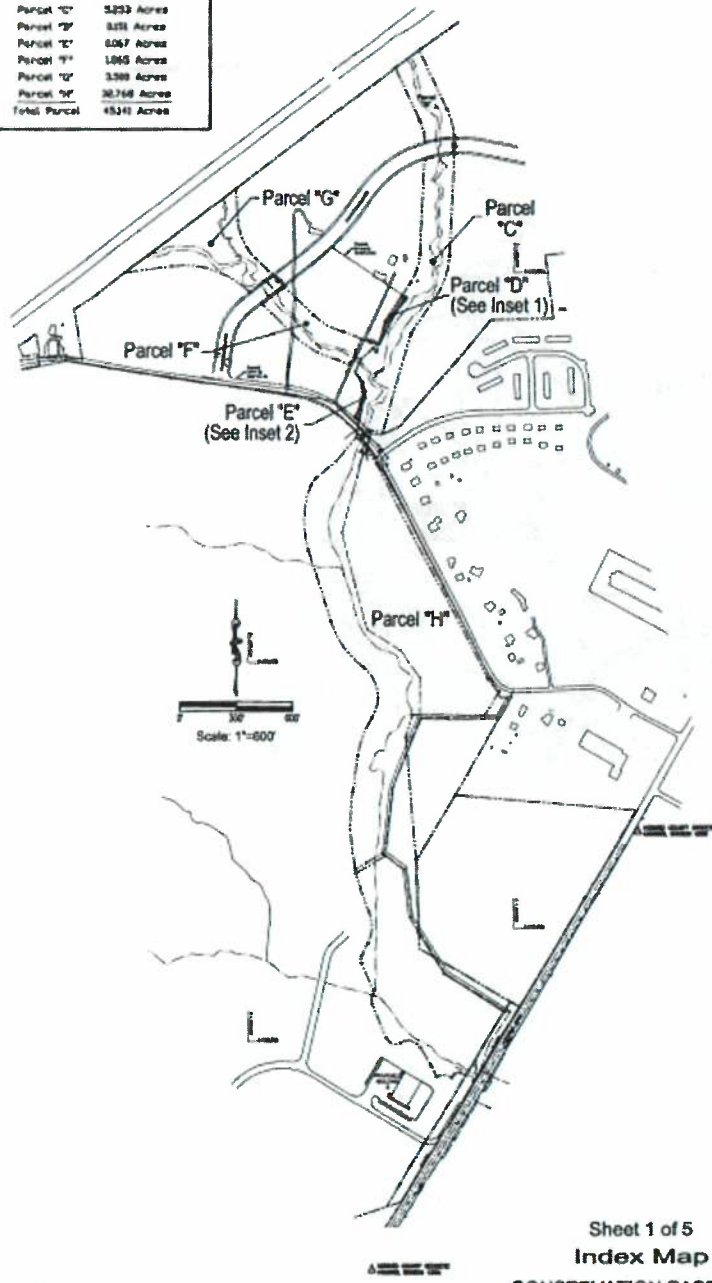
As seen in the June 22, 2010 letter, the DRRA exhibit identified rights of way, easements including those to BGE, Maryland Historical Trust, and the Howard County Conservancy. The Chase DRRA has no such exhibits nor a list of easements. (As shown, the attorney title opinion was prepared by Talkin & Oh; 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 Definitions	
Parcel "A"	1,537 Acres
Parcel "C"	5,253 Acres
Parcel "D"	3,331 Acres
Parcel "E"	6,067 Acres
Parcel "F"	1,965 Acres
Parcel "G"	3,589 Acres
Parcel "H"	30,718 Acres
<b>Total Parcel</b>	<b>48,410 Acres</b>



HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 9747, p. 0069, MSA\_CE53\_9737, Date available 01/12/2006, Printed 02/20/2016.

Drawn By	DAF
Checked By	DAF
Date	12/25/2005
Scale	As Shown
Project No.	0573-700
File Name	Conservation Easement
Sheet	1 of 5

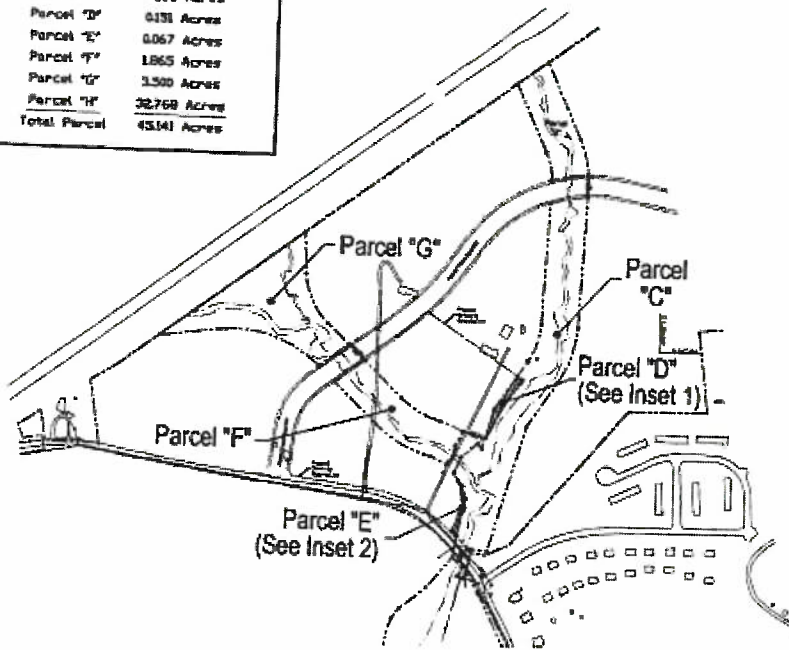
**CME**  
ENGINEERING

CME Mining Environmental Engineering, Inc.  
12 Village Parkway, Frederick, MD 21702  
301-661-1144 or 202-667-1444

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

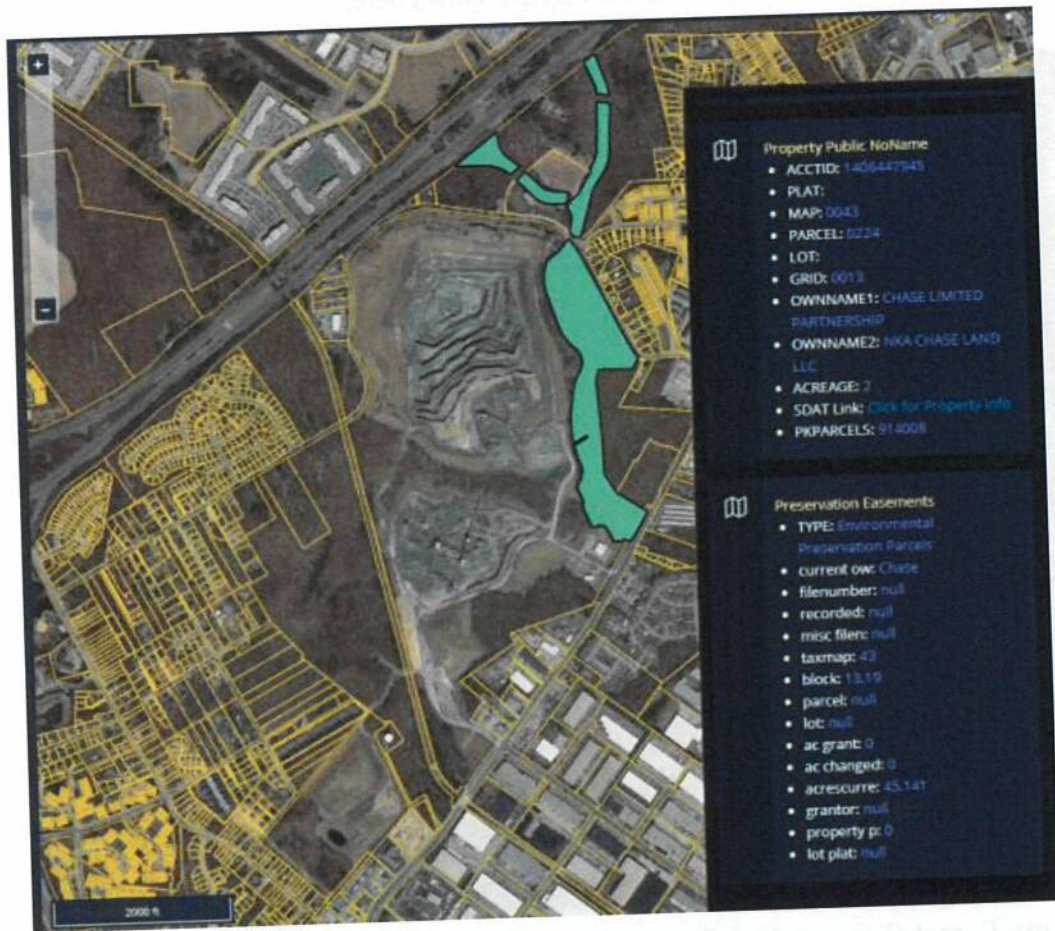
The Conservancy easements total approximately 45 acres of which about 32.8 acres are found in Parcel H which is included in the Undeveloped Petitioner Property but is not discussed in the DRRA.

Conservation Easement Acreage Estimation	
Parcel "B"	1,507 Acres
Parcel "C"	5,373 Acres
Parcel "D"	0,131 Acres
Parcel "E"	0,067 Acres
Parcel "F"	1,865 Acres
Parcel "G"	3,500 Acres
Parcel "H"	32,768 Acres
<b>Total Parcel</b>	<b>45,111 Acres</b>



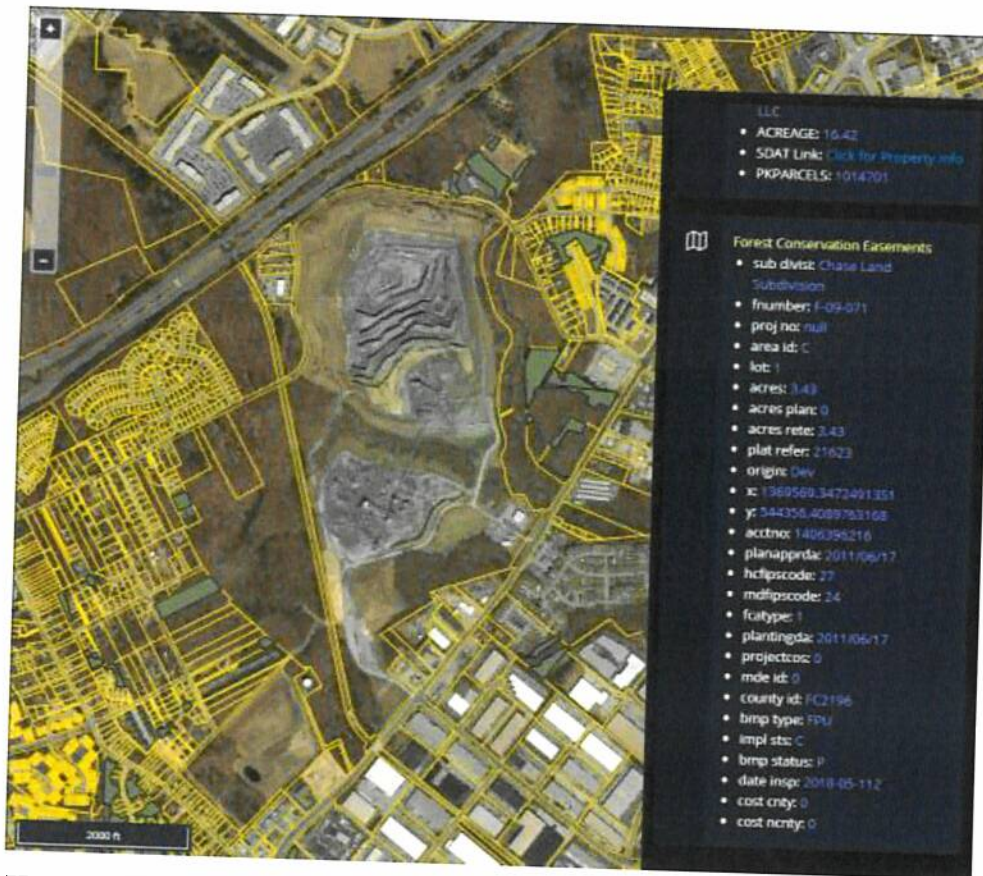
Liber 9747 Folio 069

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



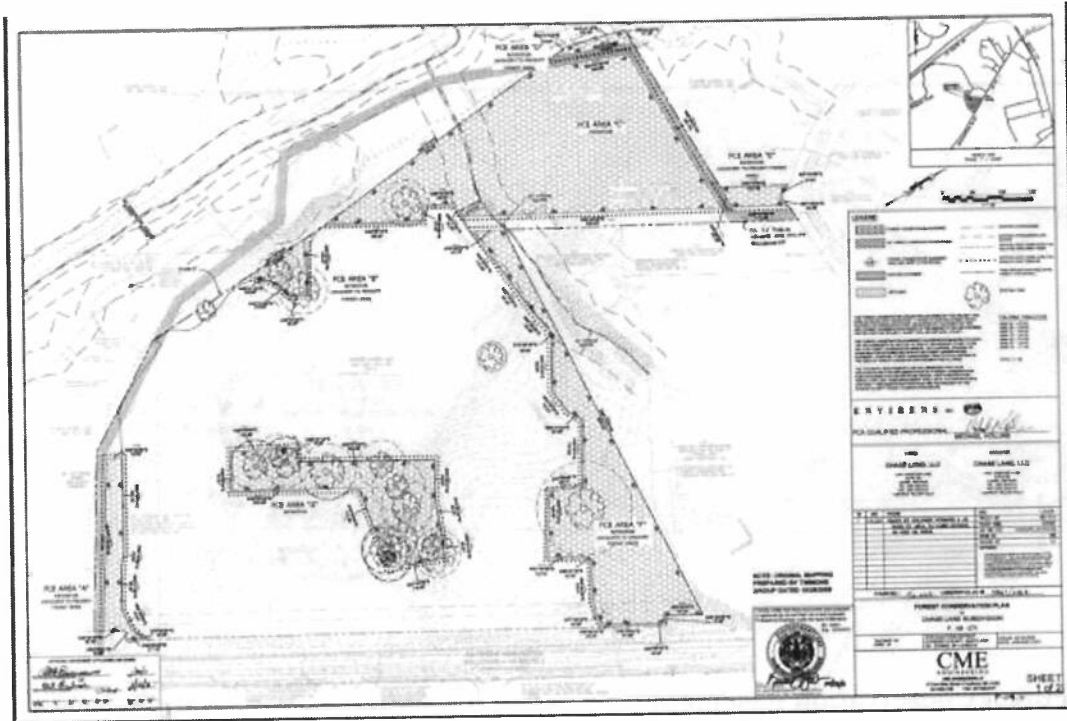
Howard County Conservancy Chase Land Easements

The Howard County Forest Conservation Easements are shown here.



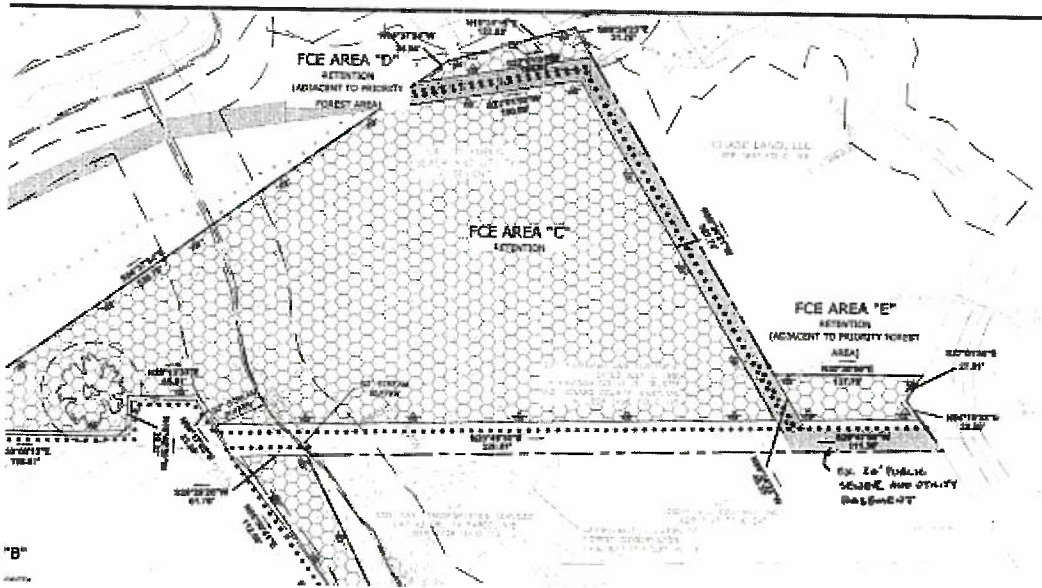
Howard County Forest Conservation Easements

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

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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

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#### META

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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.

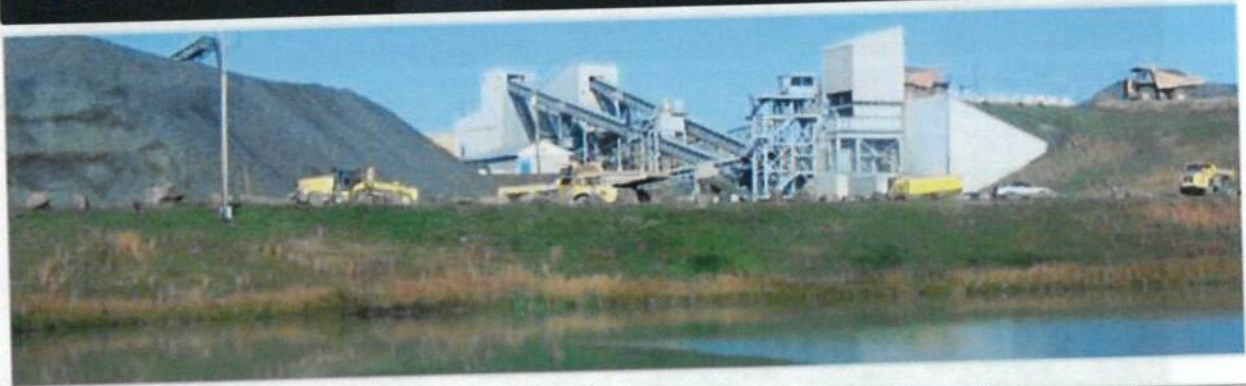
Savage Stone also offers rip rap products for marine projects and shoreline protection, as well as fill and clay materials. Our products are available for customer pick-up or alternately we also offer a delivery service upon request.



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

# Savage Stone, LLC

Home Location Products & Hours **Contacts** Downloads



#### Management:

Edward Barnhouser - President  
ed@aggmgt.com  
Owen Stewart - Vice President  
ostewart1@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.AggMgt.com)



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


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

## Aggregate Management, Inc.



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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, Culpeper, 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

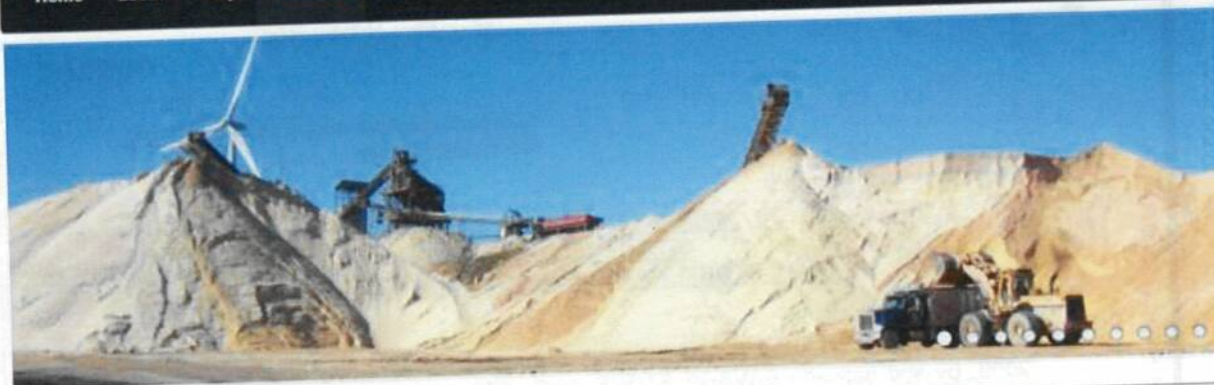
<http://www.aggmgt.com/>

# Aggregate Management, Inc.

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#### 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 Matovtlik - 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@aggmgt.com  
c.gould@konterra.com  
ed@aggmgt.com  
leslie@aggmgt.com  
dennis@aggmgt.com  
collin@aggmgt.com

**Allegheny 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.aggmgt.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.

09818 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

2-9-06

# 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  
 C/O CALEB GOULD

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

Sheet 2  
Sheet 3

Sheet 2  
Sheet 4

NOT THIS PLAN  
 DEPARTMENT OF PLANNING AND ZONING,  
 MARYLAND, ITS SUCCESSORS AND  
 ; AND OTHER MUNICIPAL UTILITIES AND  
 BENTS SHOWN HEREON, 2) THE RIGHT TO  
 GO PLAINS AND OPEN SPACE WHERE  
 RIGHT AND OPTION TO HOWARD COUNTY  
 3D PLANS, STORM DRAINAGE FACILITIES  
 AY AND DRAINAGE BASINMENTS FOR THE  
 BLDG 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 MERGER / CONVERSION TO CHASE LIMITED  
 PARTNERSHIP, AND RECORDED IN THE LAND RECORDS OF  
 HOWARD COUNTY IN LIBER 3467, FOLIO 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 CODE 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  
 PARCEL NO.: 234 & 235  
 GRID: 19  
 SCALE: AS NOTED

6TH ELECTION DISTRICT  
 HOWARD COUNTY, MARYLAND  
 EX. ZONING M-1 & MXD-3  
 DATE: MARCH 2005 REVISION: 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  
 One Maryland Plaza, Suite 200  
 Columbia, MD 21046

SHEET 2 of 10

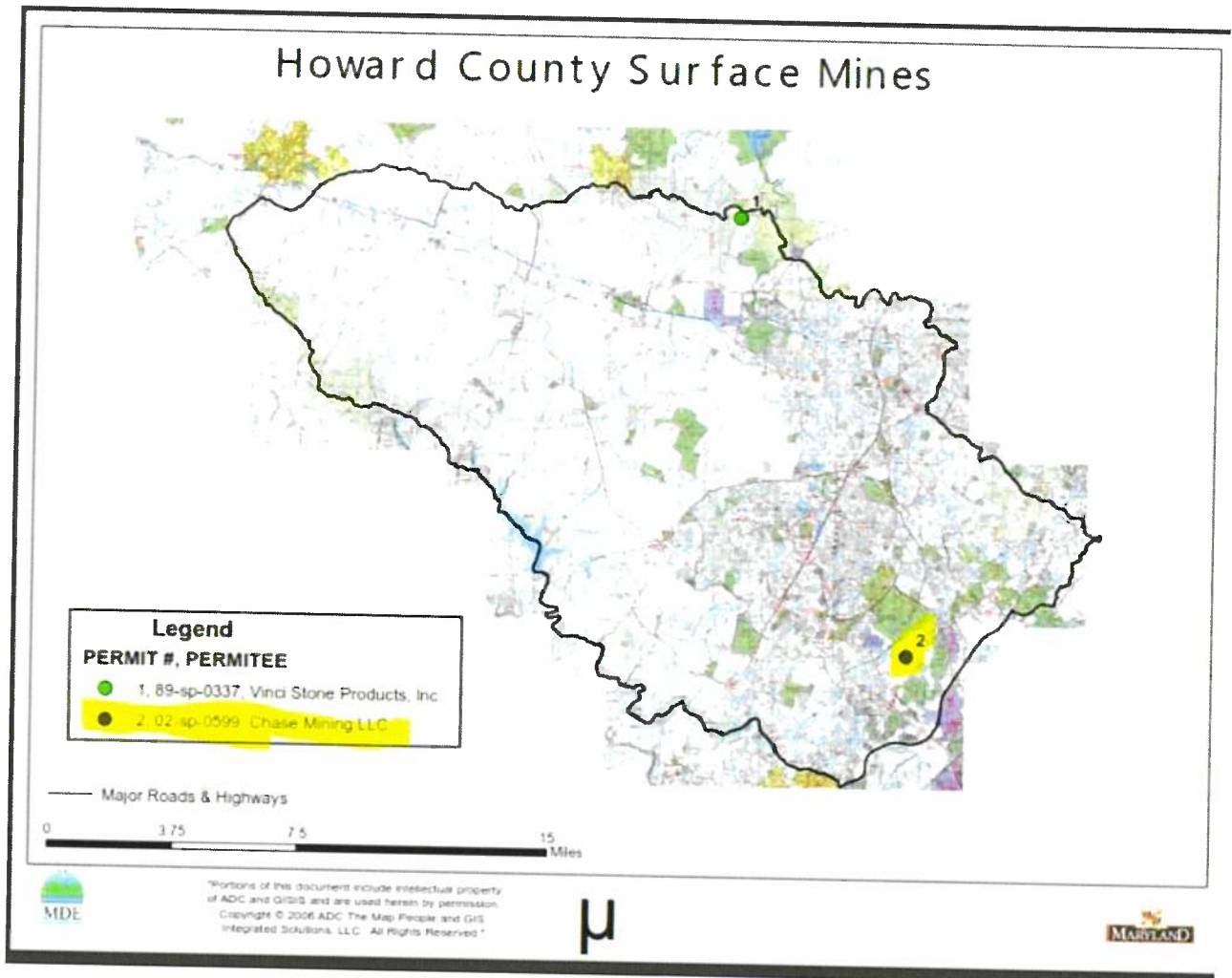
11621C

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

<b>Howard</b>			
<b>BMI #:</b> <b>MD1614</b> 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>
<b>BMI #:</b> <b>MD1552</b> 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>
<b>BMI #:</b> <b>MD1792</b> 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>
<b>BMI #:</b> <b>MD1534</b> 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>

\* State Master and Non-Master Lists replaced by Brownfield Master Inventory (BMI)

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

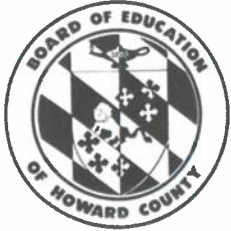
We would appreciate your feedback on this most important matter. Perhaps by the lessons learned we can all obtain a better understanding and appreciation to rectify the problem which has plagued us for far too long.

Sincerely,

Stu Kohn  
HCCA President

Sent from my iPhone





Board of Education of Howard County  
Testimony Submitted to the Howard County Council  
April 22, 2019

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

**Resolution No. 49 - 2019: Development Rights and Responsibilities Agreement by Chase Land, LLC**

The Board of Education of Howard County (the Board) desires to see the site selected for High School #13 along Mission Road in Jessup move forward expeditiously. The Development Rights and Responsibilities Agreement (DRRA) under Resolution No. 49-2019 currently before the County Council, however, unnecessarily provides the property owner with exemptions to current and future county laws and regulations. The Board opposes this special treatment.

Specifically, **Section 1.2 Quarry Use** enables the property owner to continue to operate the quarry after the expiration of its current Special Exception Approval for almost 20 more years. In addition, Section 1.2 exempts the property owner from any new law or changes to existing laws. Similarly, **Section 1.3 Undeveloped Petitioner Property Use** exempts the property owner from any new or amended zoning, development or land use laws or regulations. **Section 4.1 Effect of Agreement** restates these exemptions. Land use and zoning laws are adopted for the benefit and protection of all Howard County residents, and should apply county-wide. There is no discernible reason for granting this property owner exemptions from these laws. Accordingly, the Board recommends the deletion of these sections (Sections 1.2, Section 1.3, and Section 4.1).

**Section 5.2 Term** provides for a term of 25 years. During such a lengthy time, the County will inevitably respond to changing conditions by adopting and amending laws and regulations in the public's interest. The Board recommends reducing this section to a five year term, with options to review/renew at intervals determined by the County.

As the Council moves forward in their consideration of Resolution No. 49-2019, the Board urges thoughtful discussion and amendments that will balance the property owner's rights as well as the Council's responsibilities in protecting the future welfare of the County.







**HOWARD COUNTY COUNCIL  
AFFIDAVIT OF AUTHORIZATION  
TO TESTIFY ON BEHALF OF AN ORGANIZATION**

I, Mavis Ellis, Board chair, have been duly authorized by  
*(name of individual)*

Board of Education of Howard to deliver testimony to the  
*(name of nonprofit organization or government board, commission, or task force)*

County Council regarding CB17-2019, CR49-2019 to express the organization's  
*(bill or resolution number)*

support for / opposition to / request to amend this legislation.  
*(Please circle one.)*

Printed Name: Mavis Ellis

Signature: Mavis Ellis

Date: 4/22/19

Organization: Board of Education of Howard County

Organization Address: 10910 Clarksville Pike  
Ellicott City MD 21042

Number of Members: 8

Name of Chair/President: Mavis Ellis

*This form can be submitted electronically via email to [councilmail@howardcountymd.gov](mailto:councilmail@howardcountymd.gov) no later than 5pm the day of the Public Hearing or delivered in person the night of the Public Hearing before testifying.*





**HOWARD COUNTY COUNCIL  
AFFIDAVIT OF AUTHORIZATION  
TO TESTIFY ON BEHALF OF AN ORGANIZATION**

I, Tonya Tiffany, have been duly authorized by  
(name of individual)

PTA Council of Howard County to deliver testimony to the  
(name of nonprofit organization or government board, commission, or task force)

County Council regarding CB 49-2019 to express the organization's  
(bill or resolution number)

support for / opposition to / request to amend this legislation.  
(Please circle one.)

Printed Name: Tonya Tiffany

Signature: [Handwritten Signature]

Date: 4/22/19

Organization: PTACHC

Organization Address: 5451 Beaverkill Rd  
Columbia, MD 21044

Number of Members: \_\_\_\_\_

Name of Chair/President: Brent Loveless

*This form can be submitted electronically via email to [councilmail@howardcountymd.gov](mailto:councilmail@howardcountymd.gov) no later than 5pm the day of the Public Hearing or delivered in person the night of the Public Hearing before testifying.*





HOWARD COUNTY COUNCIL  
AFFIDAVIT OF AUTHORIZATION  
TO TESTIFY ON BEHALF OF AN ORGANIZATION

I, Susan Garber, have been duly authorized by  
(name of individual)

The Savage Community Assn to deliver testimony to the  
(name of nonprofit organization or government board, commission, or task force)

County Council regarding CR ~~51~~ 49 to express the organization's  
(bill or resolution number)

support for / opposition to / request to amend this legislation.  
(Please circle one.)

Printed Name: Susan Garber

Signature: Susan Garber

Date: 4/22/19

Organization: Savage Community Assn

Organization Address: P.O. Box 222  
Savage 20763

Number of Members: 118

Name of Chair/President: Ed Montgomery

*This form can be submitted electronically via email to [councilmail@howardcountymd.gov](mailto:councilmail@howardcountymd.gov) no later than 5pm the day of the Public Hearing or delivered in person the night of the Public Hearing before testifying.*





My name is Becky McKirahan, and I am here speaking in support of CR49.

Right now, we are in the final stages towards the purchase of the land for High School #13, the future elementary school, the ball fields, and a water tower. The process is now hinging on the DRRRA, which will protect the quarry to continue to mine and keep their current zoning.

Last January, after the Board of Education pulled the site, I was told several times no one had spoken up to support the school site and they thought Jessup didn't care. We started with a small group of neighbors and asked ourselves what could we do to make a difference. We worked diligently to research and share documentation through our 'Why Not Jessup' website and Facebook group, which now has over 380 members.

I want to introduce you to some of our members that have worked hard to help open the school on time... Members of Why Not Jessup.

We thought we soared over the hurdles after the Board of Education voted to approve the site last March. Yet, we continued to stay vigilant and attend any meetings about the site, as we knew in our hearts, that until a shovel goes in the ground, it was not a done deal. We knew we had more work to do after we learned in November of the DRRRA.

This new high school offers so much to all of Howard County. It will help relieve the overcrowded schools in our part of the county and will help bring our community together. We see this as a step towards the revitalization of Route 1 and Jessup itself.

We look forward to the improved groundwork that goes into a new school, including improved roads, crosswalks, and sidewalks. We anticipate the events that will foster an influential collaborative culture for our students, staff, families, and community.

We feel the quarry owners are as transparent as possible. We were able to learn much from Mr. Sang Oh, the attorney for the quarry, during the planning board meeting. One of the most





important things that seem to have been forgotten, is that the county came to the quarry and told them they wanted the land for the school.

I am so frustrated that in the last few weeks many are portraying the quarry as 'taking a strong arm' and 'holding the property hostage' and only sharing information that creates a sense of panic. Until today, we have heard nothing from the county, or their law office, about the document, amendments or negotiations in the works. However, amendments were posted today, and the quarry owners have proved to that they listen to our community and their concerns, as they have met all apprehensions with an open mind for what is best for our community proving they are gracious neighbors.

In closing, once again the clock is ticking to open the school in 2023, and all though the DRRRA was filed back in December with the county, decisions must be made now for settlement to happen June 28<sup>th</sup>, to meet the school's deadlines to open on time.

My question for you is 'Do you want to see High School #13 open at Mission Road in 2023 and what are you doing to help make that happen?'

Thank you all for your dedication to our county and our children to complete this project, that has been years in the works.

Respectfully,

Becky McKirahan

[www.TinyURL.com/WhyNotJessup](http://www.TinyURL.com/WhyNotJessup)





HOWARD COUNTY COUNCIL  
AFFIDAVIT OF AUTHORIZATION  
TO TESTIFY ON BEHALF OF AN ORGANIZATION

I, Becky McKirahan have been duly authorized by  
(name of individual)

Why Not Jessup to deliver testimony to the  
(name of nonprofit organization or government board, commission, or task force)

County Council regarding CR49 to express the organization's  
(bill or resolution number)

support for / opposition to / request to amend this legislation.  
(Please circle one.)

Printed Name: Becky McKirahan

Signature: *RAM*

Date: 4/22/19

Organization: Why Not Jessup

Organization Address: ~~81201~~ 8725 Cheshire Ct  
Jessup, MD 20794

Number of Members: 382

Name of Chair/President: Becky McKirahan

*This form can be submitted electronically via email to [councilmail@howardcountymd.gov](mailto:councilmail@howardcountymd.gov) no later than 5pm the day of the Public Hearing or delivered in person the night of the Public Hearing before testifying.*

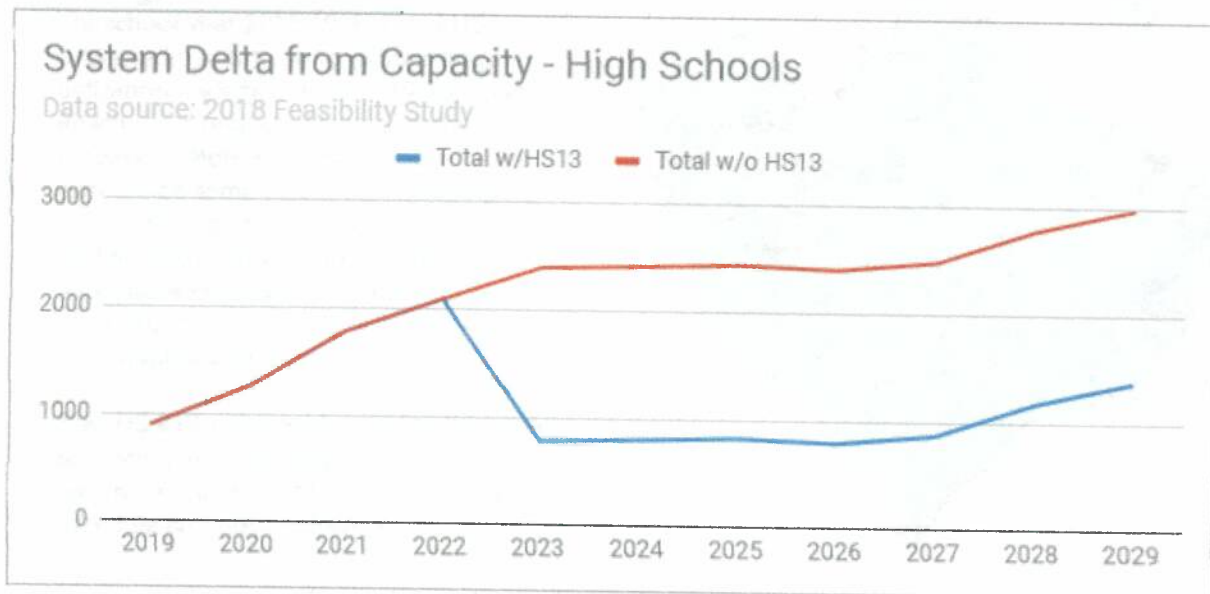


## Testimony in Opposition to CR49-2019, a DRRA with Chase Land LLC for the High School 13 Quarry Site

Drew Roth, Elkridge

I encourage the County Council to reject the DRRA for the HS 13 Land Purchase. This DRRA allows the future residential development of the neighboring quarry parcel to proceed with an inappropriate special exemption from future APFO regulations and impact fees.

The DRRA couples the school site with the future development of the quarry parcel. It is implied that the school site creates adequate school capacity for future residences at the quarry. This is false. When HS 13 opens, HCPSS will still have nearly 1000 more high school students than high school seats, with no residential development at the quarry.



Therefore, under Plan 2030 Policy 6.2.a, the DRRA should be denied, since the amount and location of land needed for future schools for future residential development of the quarry has not been identified.

Howard County should not allow major new residential development until the school sites needed to support that development have been identified and secured. Our county officials have repeatedly stated that the HS 13 site addresses the capacity needed for development that has already occurred at the north end of the Route 1 corridor, not new development at the quarry.

According to the press release announcing the acquisition of the HS 13 site (<https://www.howardcountymd.gov/News/ArticleID/463/News050516>) then-County Executive Allan Kittleman stated "This location along the Route 1 Corridor provides a central site which will provide much needed relief to Howard, Long Reach, Hammond and Reservoir high schools."

The HCPSS 2018 Feasibility Study states HS 13 will provide relief to the Northeast Region, which



April 22, 2019

Kendra Reinmann  
8724 Clemente Ct.  
Jessup, MD 20794

RE: Testimony in Favor of CR49-19

Dear Council Members,

Good Evening. My name is Kendra Reinmann and I am a proud Jessup resident. In April 2017 I attended a community meeting about the land adjacent to my neighborhood that would be cleared to make way for a school. I was excited that a school was going to be built so close, Friday night football games, access to fields, and hopefully some sidewalks outside of our neighborhood.

We watched the land as it was cleared in preparation for the sale to the county. However, in January 2018 we learned of the decision by the Board of Education that took the land off the table. At that time some neighbors and I joined together to advocate for the Mission Road site as the 13<sup>th</sup> High School. After all, there wasn't another parcel of land large enough in the eastern part of the county without taking away precious parkland. We were successful in advocating for the land and in March of last year the Board of Education voted to use the Mission Road site for High School 13.

Here we are now in the final steps of the process, one that we have watched the entire way. I am asking you to help complete the process by approving the DRRA. I know that the document as we know it today is a work in progress. Because of the relationship established between the community and Chase Land Holdings I have confidence that they will work with the County to develop an agreement that will take into account some of the concerns of the community and the desires of their company.

Chase Land Holdings has proven to be a great neighbor. Before they started mining for stone they made agreements with the neighbors to build a community center, they agreed to give a part of their proceeds back to the community each year, they designated 40 acres as conservancy land, and they agreed to set aside an additional 140 acres of conservancy land once the mining was complete. The community center is now a hub of activity offering low-cost or free community events throughout the year in large part because of the support we get from Chase. (In fact, you are all invited to attend our National Night Out event in August – it is sure to be the talk of the town!) We are looking forward to when the quarry land will be developed and hope for a walkable lake side community with a 100 acre lake and 80 acres of natural conservancy land right in our back yard.

So again, I am asking for your support of the DRRA so that we can see the completion of the 13<sup>th</sup> High School within the established timeline by the Howard County Public School System.

Sincerely,

A handwritten signature in black ink that reads "Kendra Reinmann" followed by a long horizontal flourish.







## Howard County Citizens Association

*Since 1961...*

*The Voice Of The People of Howard County*

Date: 22 April 2019

Subject HCCA Council Testimony Regarding CR49-2019 the DRRA

Good Evening. My name is Hiruy Hadgu and I am testifying on behalf of Howard County Citizens Association.

In March 2018, the Board of Education selected the Mission Road site to build High School 13 after a long and often acrimonious debate between communities in ElkrIDGE and Jessup. While the developers and county leaders watched from the sidelines, community members were lobbing insults and hateful messages at each other on social media and public settings. It got so bad because the schools became so overcrowded. In the meantime developers were not paying their fair share. In fact they received direct and indirect financial benefits through low school impact fees and favorable zoning decisions.

The Development Rights and Responsibilities Agreement (DRRA) between Howard County and Chase Land, LLC is not a simple land sale contract. It has several economic and fiscal ramifications. In its current form, all the benefits go to the Developer and all the costs go to the taxpayer. It is not entirely clear to us why a contract for the sale of land, which the developer will not own, is attached to another contract for land the Developer controls for a hypothetical future development. Why would county leaders even consider such an agreement for development plans that are not public?

At the time of the initial permit, the Board of Appeals ordered the quarry operation to not last beyond 25 years. The DRRA appears to extend this permit beyond the initial 25 years while also getting all kinds of other favorable giveaways.

The bottom line is the school sale agreement cannot allow the Developer to operate the quarry beyond what the Board of Appeals ordered. The DRRA gives too much away with nothing in return. Community members are anxious because influential forces in the county tried to previously maneuver the school site away from Jessup. The county is anxious because the school district is bursting at the seams due to overcrowding and everyone is demanding action to relieve classrooms.

It looks like the Developer wants to take advantage of this pressure and it seems like the county is being forced to sign a deal with a gun to its head, because without this DRRA, the Developer has threatened to convert the school site into residential development. County leaders have a responsibility to protect taxpayer dollars; not Developer dollars. It is a dereliction of duty to sign a deal that will lead to MORE overcrowding.

We urge county leaders to split up the DRRA into a sale agreement for the school site with a clause to protect the initial permit ruling granted by the Board of Appeals and a separate agreement that protects equally the county's and Developer's economic welfare.

Furthermore, we ask the Council to really analyze the cause and effect of this DRRA for the benefit of your constituents.

Thank You,

Hiruy Hadgu  
HCCA Board of Director





HOWARD COUNTY COUNCIL  
AFFIDAVIT OF AUTHORIZATION  
TO TESTIFY ON BEHALF OF AN ORGANIZATION

I, Henry Haddon, have been duly authorized by  
*(name of individual)*

Howard County Citizens Association to deliver testimony to the  
*(name of nonprofit organization or government board, commission, or task force)*

County Council regarding CR49-2018 to express the organization's  
*(bill or resolution number)*

support for / opposition to / request to amend this legislation.  
*(Please circle one.)*

Printed Name: Henry Haddon

Signature: 

Date: 22 Apr 19

Organization: HCCA

Organization Address: P.O. Box 88

ELLSWORTH CITY, MD 21041

Number of Members: 500

Name of Chair/President: Stu Kohl

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**HOWARD COUNTY COUNCIL  
AFFIDAVIT OF AUTHORIZATION  
TO TESTIFY ON BEHALF OF AN ORGANIZATION**

I, Lisa Markovitz, have been duly authorized by  
*(name of individual)*

The People's Voice to deliver testimony to the  
*(name of nonprofit organization or government board, commission, or task force)*

County Council regarding CR 49-2019 to express the organization's  
*(bill or resolution number)*

support for / opposition to / request to amend this legislation.  
*(Please circle one.)*

Printed Name: Lisa M. Markovitz

Signature: [Handwritten Signature]

Date: 4/22/19

Organization: The People's Voice

Organization Address: 3205 Corporate Ct

Ellicott City MD 21042

Number of Members: 2812

Name of Chair/President: Lisa Markovitz

***This form can be submitted electronically via email to [councilmail@howardcountymd.gov](mailto:councilmail@howardcountymd.gov) no later than 5pm the day of the Public Hearing or delivered in person the night of the Public Hearing before testifying.***



Dear Howard County Council Members,

Thank you for allowing me to come and give my testimony today. I am here to testify on behalf on the citizens of this town and on behalf of the children, who by the time this proposed Developer Rights and Responsibilities Agreement expires, will be grown adults. I try to look at both sides of an issue, and I can typically identify pros and cons for both. At this point, I cannot identify how this resolution is good for current and future citizens of this county. It's a gift to developers. Why did so many of us work hard to bring in change if this is what will happen? I am sure you will hear many opinions tonight, so I will keep this short, because sometimes long dialogue is unnecessary. I will leave you with a few words. This proposal is irresponsible, preposterous, and insulting. Put the people of this county first.

Sincerely,  
Kathy Howell

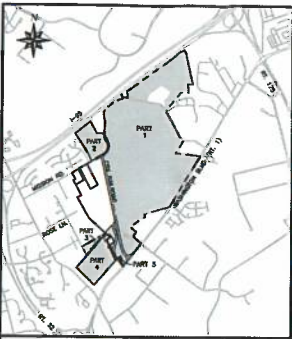
8726 Ruppert Ct.  
Ellicott City, MD  
21043

208-403-8910

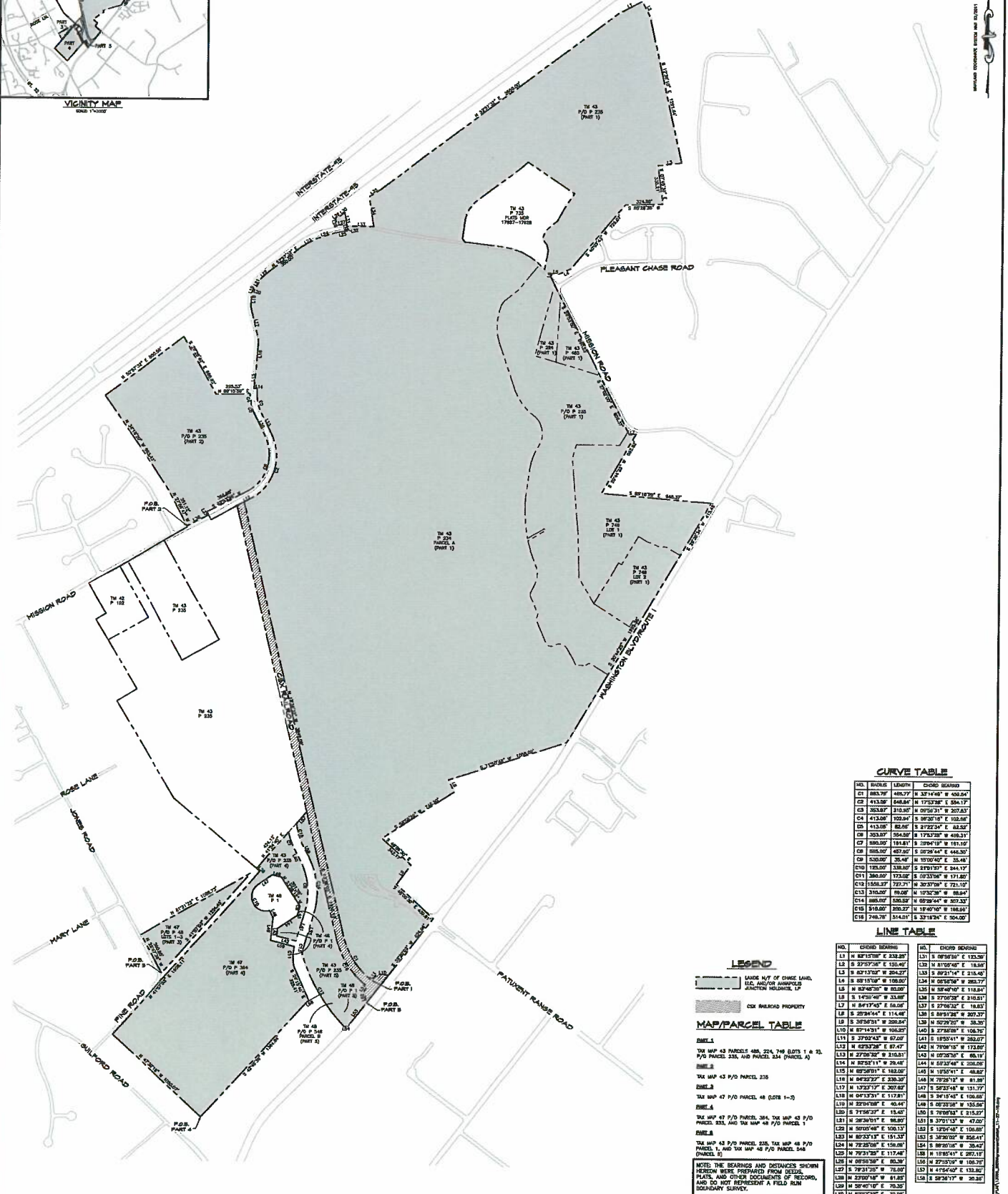
DRRA C.R-49-2019







VICINITY MAP  
Scale 1"=200'



**CURVE TABLE**

NO.	CHORD BEARING	CHORD DISTANCE
C1	885.77' 486.77' N 32°14'45" E 408.20'	
C2	413.28' 848.84' N 17°32'38" E 584.17'	
C3	353.87' 318.95' N 09°56'31" E 207.83'	
C4	413.80' 102.84' S 82°07'48" E 108.85'	
C5	413.80' 82.06' S 27°22'34" E 82.06'	
C6	333.87' 584.84' S 17°32'38" E 408.20'	
C7	585.87' 184.84' S 09°56'31" E 108.85'	
C8	353.87' 486.77' S 32°14'45" E 408.20'	
C9	533.87' 35.48' N 80°07'40" E 35.48'	
C10	185.87' 338.87' S 23°01'50" E 344.17'	
C11	385.87' 173.87' S 02°33'04" E 171.87'	
C12	155.87' 727.71' N 30°37'08" E 721.07'	
C13	315.87' 89.87' N 17°32'38" E 88.84'	
C14	485.87' 585.87' N 09°56'31" E 207.83'	
C15	315.87' 202.87' N 17°07'40" E 188.85'	
C16	748.78' 514.81' S 33°18'24" E 504.20'	

**LINE TABLE**

NO.	CHORD BEARING	CHORD DISTANCE
L1	87°07'00" E 232.87'	
L2	27°07'00" E 150.47'	
L3	82°13'00" E 224.27'	
L4	88°13'00" E 188.20'	
L5	82°07'00" E 102.87'	
L6	14°20'40" E 33.88'	
L7	84°17'40" E 58.87'	
L8	88°13'00" E 114.48'	
L9	08°56'31" E 208.84'	
L10	87°14'31" E 102.87'	
L11	27°07'00" E 87.87'	
L12	82°07'00" E 102.87'	
L13	27°07'00" E 210.21'	
L14	88°13'00" E 78.48'	
L15	17°07'40" E 188.85'	
L16	04°22'32" E 238.20'	
L17	13°22'17" E 207.87'	
L18	04°12'31" E 112.81'	
L19	27°07'00" E 48.48'	
L20	77°58'37" E 14.48'	
L21	28°30'01" E 88.87'	
L22	09°56'31" E 102.87'	
L23	80°23'13" E 151.23'	
L24	72°25'00" E 158.87'	
L25	78°52'20" E 117.87'	
L26	08°56'31" E 88.87'	
L27	79°51'20" E 78.87'	
L28	23°00'18" E 61.87'	
L29	28°30'01" E 78.87'	
L30	87°17'30" E 30.87'	
L31	04°22'32" E 188.85'	
L32	81°02'48" E 18.85'	
L33	82°14'45" E 218.45'	
L34	08°56'31" E 207.87'	
L35	02°33'04" E 171.87'	
L36	23°01'50" E 344.17'	
L37	27°02'32" E 18.87'	
L38	88°13'00" E 207.87'	
L39	02°33'04" E 171.87'	
L40	27°02'32" E 188.87'	
L41	18°52'41" E 287.27'	
L42	17°07'40" E 188.85'	
L43	02°33'04" E 171.87'	
L44	08°56'31" E 207.87'	
L45	17°32'38" E 408.20'	
L46	32°14'45" E 408.20'	
L47	17°32'38" E 408.20'	
L48	17°32'38" E 408.20'	
L49	17°32'38" E 408.20'	
L50	17°32'38" E 408.20'	

**LEGEND**

MADE UP OF CHASE LAND, LLC AND/OR ANNAPOLIS JUNCTION HOLDINGS, LP

CON. RAILROAD PROPERTY

**MAP/PARCEL TABLE**

THE MAP 43 PARCELS 228, 229, 249 (LOTS 1 & 2), P/O PARCELS 233, AND THE MAP 48 P/O PARCEL 348

THE MAP 43 P/O PARCEL 235

THE MAP 47 P/O PARCEL 48 (LOTS 1-3)

THE MAP 47 P/O PARCELS 384, THE MAP 48 P/O PARCELS 233, AND THE MAP 48 P/O PARCEL 348

THE MAP 43 P/O PARCEL 235, THE MAP 48 P/O PARCELS 348, AND THE MAP 48 P/O PARCEL 348 (PARCEL 3)

NOTE: THE BEARINGS AND DISTANCES SHOWN HEREIN WERE PREPARED FROM DEEDS, PLATS, AND OTHER DOCUMENTS OF RECORD, AND DO NOT REPRESENT A FIELD RUN BOUNDARY SURVEY.

**CNA**  
Engineers, Surveyors & Landscape Architects  
Civil, Electrical & Land Engineers • Landscape Architects  
Planners • Geotechnical Engineers • Environmental Engineers  
1201 North Crain  
Frost 100, Maryland 21088  
Phone (410) 528-6166 • Fax (410) 528-1811

EXHIBIT TO ACCOMPANY  
DESCRIPTION OF PROPERTY OF  
**CHASE LAND, LLC &  
ANNAPOLIS JUNCTION  
HOLDINGS, LP**

SCALE: 1"=300'  
DATE: 12/12/18  
DRAWN BY: JCB  
CHECKED BY: SAH  
JOB NO.: 13068  
SHEET 1 OF 1





**Howard County**  
*Internal Memorandum*

**Subject:** \*\*Revised Testimony & Fiscal Impact Statement  
Council Resolution No. 49 - 2019 approving and authorizing the execution of a Development Rights and Responsibilities Agreement by Chase Land, LLC, a Maryland Limited Liability Company, Annapolis Junction Holdings, LP, a Maryland Limited Partnership, and Howard County.

**To:** Lonnie R. Robbins,  
Chief Administrative Officer

**From:** James M. Irvin, Director *JMI*  
Department of Public Works

**Date:** April 18, 2019

The Department of Public Works has been designated coordinator for preparation of testimony relative to approving and authorizing the execution of a Development Rights and Responsibilities Agreement by Chase Land, LLC, a Maryland Limited Liability Company, Annapolis Junction Holdings, LP, a Maryland Limited Partnership, and Howard County in accordance with Title 16, Subtitle 17 of the Howard County Code; authorizing the Executive to make changes to the Agreement, under certain conditions; authorizing the County Executive to execute the Agreement; and generally relating to the Agreement.

Section 7-301 et seq. of the Land Use Article of the Maryland Annotated Code ("State Law") grants Howard County the authority to establish procedures and requirements for the consideration and execution of Development Rights and Responsibilities Agreements ("DRRA").

Howard County Council adopted Council Bill No. 4-2010 on March 1, 2010, effective May 4, 2010, that enacted Sections 16.1700 et seq. of the Howard County Code ("County Law") authorizing the County to enter such DRRA.

On or about December 19, 2018, Chase Land, LLC, a Maryland Limited Liability Company and Annapolis Junction Holdings, LP, a Maryland Limited Partnership (collectively, "Annapolis Junction" and collectively with Chase, "Petitioner") petitioned the County to enter into a DRRA.

Petitioner owns certain real property in Howard County, Maryland, legally and/or equitably, as shown on Exhibit A. Howard County desires to acquire certain tracts or parcels of land owned by Petitioner adjoining and/or vicinal to the Petitioner Property ("County Contract Property") for purposes of the Howard County Board of Education's construction of one or more public schools and related uses, the County's construction of public roads, and a new public water storage facility and related appurtenances.

Page 2 of 2  
April 18, 2019

The Parties have entered into certain Purchase and Sale Agreements as referred to in the Proposed Agreement for the acquisition of the County Contract Property.

Chase Land, LLC, 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 ("Quarry Property"), which Quarry Property is located vicinal to the County Contract Property.

Quarry operations are currently active on the Quarry Property in accordance with Special Exception approvals obtained in 1997, pursuant to Howard County Board of Appeals, Decision and Order dated April 24, 1997 in BA Case No. 95-58E, as corrected by a Correction to Decision and Order dated July 11, 2000.

The Parties have negotiated the proposed DRRA ("Proposed Agreement"), substantially in the form attached as Exhibit B, which is intended to constitute a DRRA as provided for in the State Law and the County Law for the Petitioner Property.

There is no expected fiscal impact to the County in connection to the DRRA.

In accordance with County Law, a pre-submission community meeting was held on February, November 13, 2018. The County reviewed the petition and determined to accept the petition and initiate the process of considering the Proposed Agreement. On April 4, 2019, the Planning Board will consider whether the Proposed Agreement is consistent with the General Plan. The criteria set forth in County Law have been met and the County Executive may execute the Proposed Agreement.

This Resolution authorizes the County Executive to execute the DRRA in the name of and on behalf of the County.

Representatives of this department will be present at the public hearing to answer any questions or concerns. If you require any further information concerning this matter or have any additional questions, please do not hesitate to contact me at your convenience.

cc: Jennifer Sager  
File



Total  
Acreage  
≈ 488.73

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

**Part 1:** (Tax Map 43, Parcel 485, 224, 749 (Lots 1 & 2), P/O Parcel 235, and Parcel 234 (Parcel A))

**BEGINNING FOR THE SAME** at a point located at the intersection of northerly right-of-way line of Baltimore Washington Boulevard (U.S. Route 1), variable width, and the lands of the easterly side of the Baltimore and Ohio Railroad Company, now or formerly, said point being at the end of the eighth line of Parcel A, as described in a deed from Columbia Industrial Development Corporation and The Baltimore and Ohio Railroad Company, dated May 25, 1971 and recorded among the land records of Howard County, Maryland in liber 559 at folio 531, said point also being shown on the Valuation Map No. V.18.5/1, said point also being designated as point number 14 as shown a plate entitled "Savage Stone LLC - Parcel A" and recorded among the land records of Howard County, Maryland as Plat No. 18010; thence binding reversely on said eighth and seventh line of said deed, and on said line of the railroad right-of-way, the following courses and distances:

1. by a non-tangent curve to the right having a radius of 683.78 feet and a length of 468.77, being subtended by a chord bearing North 33°14'49" West and a distance of 459.64 feet to a point of tangency; thence
2. North 13°36'32" West, as distance of 3,849.08 feet to a point at the southerly right-of-way line of Relocated Mission Road, as shown on a plat entitled "Savage Stone LLC - Parcel A" and recorded among the land records of Howard County, Maryland as Plat No. 18004; thence leaving said railroad right-of-way and running with and binding on the southerly side of said Relocated Mission Road, the following courses and distances
3. North 62°53'28" East, a distance of 67.47 feet to a point; thence
4. by a non-tangent curve to the left having a radius of 413.09 feet and a length of 648.85 feet, and being subtended by a chord bearing North 17°53'28" East 584.17 feet to a point of tangency; thence
5. North 27°06'32" West, a distance of 210.51 feet to a point of curvature; thence
6. by a tangent curve to the right having a radius of 353.07 feet and a length of 210.95 feet, being subtended by a chord bearing North 09°59'31" West 207.83 feet to a point; thence
7. North 82°52'11" West, a distance of 29.48 feet to a point on the 43<sup>rd</sup> or North 05°58'02" East, 341.78 foot line of Parcel Two as described in a deed from Kingdon Gould to Chase Limited Partnership, dated January 3, 1996 and recorded among the land records of Howard County, Maryland in liber 5867 at folio 368; thence binding on the

remainder of said line, and along the 44<sup>th</sup> through 66<sup>th</sup> lines of said deed, the following courses and distances

8. North 05°58'01" East, a distance of 182.09 feet to a point; thence
9. North 04°22'27" East a distance of 230.30 feet to a point; thence
10. North 13°23'17" West a distance of 307.92 feet to a point; thence
11. North 04°13'31" East, a distance of 117.91 feet to a point; thence
12. North 22°04'08" East a distance of 40.44 feet to a point; thence
13. South 71°56'37" East a distance of 15.45 feet to a point; thence
14. North 28°39'01" East a distance of 98.90 feet to a point; thence
15. North 50°05'48" East a distance of 100.13 feet to a point; thence
16. North 52°57'32" East a distance of 350.00 feet to a point; thence
17. North 60°33'13" East, a distance of 151.33 feet to a point; thence
18. North 72°25'08" East, a distance of 159.09 feet to a point; thence
19. North 79°31'25" East, a distance of 117.48 feet to a point; thence
20. North 08°56'59" West, a distance of 60.39 feet to a point; thence
21. South 79°31'25" West, a distance of 76.60 feet to a point; thence
22. North 23°00'18" West, a distance of 61.85 feet to intersect the southerly side of Interstate 95 John F. Kennedy Memorial Highway; thence binding on and running with said right of way for the following two (2) courses
23. North 58°40'10" East, a distance of 70.35 feet to a point; thence
24. North 52°57'32" East, a distance of 30.08 feet to a point; thence departing said right of way
25. South 08°56'59" East, a distance of 123.59 feet to a point; thence
26. North 81°05'48" East, a distance of 19.98 feet to a point; thence
27. South 89°21'14" East, a distance of 215.45 feet to a point; thence
28. North 08°56'59" West, a distance of 262.77 feet to intersect the southerly side of Interstate 95 John F. Kennedy Memorial Highway; thence
29. North 58°40'10" East, a distance of 116.84 feet to a point; thence
30. North 52°57'32" East, a distance of 2,550.00 feet to a point; thence departing said I-95 and running along a part of the 67<sup>th</sup> line of said deed
31. North 62°15'08" East, a distance of 232.25 feet to a point; thence leaving said line
32. South 27°57'36" East, a distance of 150.49 feet to a point at the beginning of the 83<sup>rd</sup> line of said deed; thence binding on said 83<sup>rd</sup> line through the 89<sup>th</sup> line
33. South 12°36'10" East, a distance of 1,291.64 feet to a point; thence
34. South 83°13'02" West. A distance of 204.27 feet to a point; thence

35. South 07°45'39" East, a distance of 335.21 feet to a point; thence
36. South 88°28'35" West, a distance of 324.89 feet to a point; thence
37. South 40°03'43" West, a distance of 729.07 feet to a point; thence
38. South 65°15'09" West, a distance of 108.00 feet to a point; thence
39. North 83°48'39" West, a distance of 60.00 feet to a point; thence leaving said 89<sup>th</sup> line
40. South 14°59'49" West, a distance of 33.68 feet to a point at the end of the North 22 ½° West 8 perch line of the secondly described parcel of land in a deed from Marriott Corporation to Chase Limited Partnership, dated July 8, 1988 and recorded among the lands of Howard County, Maryland in Liber CMP 2962 at Folio 342; thence binding reversely on said line, and on the 6<sup>th</sup> and 1<sup>st</sup> lines of the firstly described parcel of land as described in said deed from Marriott to Chase
41. South 26°53'50" East, a distance of 860.23 feet to a point at the beginning of the 92<sup>nd</sup> or South 27°02'00" East 658.37 foot line of aforesaid Parcel Two of said deed from Gould to Chase; thence binding on said line, and on the 93<sup>rd</sup> through 95<sup>th</sup> line, and on the first line
42. South 27°02'00" East, a distance of 658.37 feet to a point; thence
43. North 84°17'45" East, a distance of 59.06 feet to a point; thence
44. South 29°44'23" West, a distance of 593.82 feet to a point; thence
45. South 85°16'20" East, a distance of 948.37 feet to intersect the northwesterly line of Washington Boulevard US Route 1; thence running with and binding on said Washington Boulevard US Route 1
46. South 29°38'34" West, a distance of 415.45 feet to a point; thence departing said US Route 1 and binding on the second line, and on the eighth through 14<sup>th</sup> line of said parcel
47. South 30°44'25" West, a distance of 1,995.36 feet to a point; thence
48. South 71°50'46" West, a distance of 1,058.69 feet to a point; thence
49. South 25°24'44" East, a distance of 114.49 feet to a point; thence
50. South 56°58'29" West, a distance of 746.20 feet to a point; thence
51. South 48°06'30" East, a distance of 342.17 feet to a point; thence
52. South 36°56'51" West, a distance of 209.64 feet to a point; thence
53. South 48°09'30" East, a distance of 439.81 feet to intersect the said Northwesterly side of US Route 1 and a point at the beginning of the 15<sup>th</sup> line of said parcel; thence running with part of said 15<sup>th</sup> line
54. South 38°20'03" West, a distance of 624.96 feet to a point at the end of the 10<sup>th</sup> or South 87°14'51" East 106.25 foot line of the aforesaid Parcel A in said deed from Columbia Industrial Development Corporation and The Baltimore and Ohio Railroad Company; thence departing said US Route 1 and binding reversely on said 10<sup>th</sup> and the ninth line of said deed

55. North  $87^{\circ}14'51''$  West, a distance of 106.25 feet to a point; thence

56. South  $37^{\circ}02'43''$  West, a distance of 67.00 feet to the point of beginning.

**CONTAINING** 17,619,584 square feet or 404.49 acres of land, per my calculation. Area includes a portion of Mission Road that appears to be maintained by Howard County.

**SAVING AND EXCEPTING** the land known as "Ridgely's Run Community Center" as recorded among the Land Records of Howard County in Plat Book MDR 17927-17928.

**BEING** a part of the same land as described in a deed from Kingdon Gould, Trustee to Chase Limited Partnership, by deed dated January 3, 1996 and recorded among the Land Records of Howard County in Liber MDR 5867 at Folio 368.

**ALSO BEING** a part of the land as described in a deed from Marriott Corporation to Chase Limited Partnership, by deed dated July 8, 1988 and recorded among the land records of Howard County, Maryland in Liber CMP 1851 at Folio 342.

This land description was prepared from deeds, plats, and other documents of record, and is not the result of a field run boundary survey.

**Part 2:** (Tax Map 43, P/O Parcel 235)

**BEGINNING FOR THE SAME** at a point located at the beginning of the 36<sup>th</sup> or North  $27^{\circ}56'47''$  West 351.12 foot line of a Parcel Two as described in deed from Kingdon Gould, Trustee to Chase Limited Partnership, by deed dated January 3, 1996 and recorded among the Land Records of Howard County in Liber MDR 5867 at Folio 368; thence running with the 36<sup>th</sup> through the 41st lines of said deed, the following courses and distances with all bearings herein being referenced to said deed

1. North  $27^{\circ}56'47''$  West, a distance of 351.12 feet to a point; thence
2. North  $34^{\circ}18'20''$  West, a distance of 983.47 feet to a point on the southeasterly right-of-way line of Interstate 95 as shown on SHA Plat No. 34765; thence binding on said Interstate 95
3. North  $52^{\circ}57'32''$  East, a distance of 850.58 feet; thence departing said right-of-way
4. South  $29^{\circ}29'40''$  East, a distance of 568.92 feet to a point; thence
5. North  $89^{\circ}15'59''$  East, a distance of 295.53 feet to a point; thence
6. by a non-tangent curve to the right having a radius of 413.06 feet and a length of 102.95 feet, and being subtended by a chord bearing South  $08^{\circ}30'16''$  East 102.68 feet to a point on the westerly right-of-way line of Relocated Mission Road, 60 feet wide, being described in a deed from Columbia Industrial Development Corporation to The Real Estate and Improvement Company of Baltimore City in a deed dated September 18, 1969 and recorded among the land records of Howard County,



Maryland in liber 559 at folio 529; thence binding on said westerly side of said Mission Road, the following four (4) courses and distances

7. by a tangent curve to the left having a radius of 413.05 feet and a length of 82.66 feet, and being subtended by a chord bearing South 21°22'34" East 82.52 feet to a point of tangency; thence
8. South 27°06'32" East, a distance of 210.51 feet to a point; thence
9. by a tangent curve to the right having a radius of 353.06 feet and a length of 554.59 feet, being subtended by a chord bearing South 17°53'28" West 499.31 feet to a point of tangency; thence
10. South 62°53'28" West, a distance of 396.80 feet; thence
11. South 27°06'32" East, a distance of 19.83 feet to a point in the bed of said Mission Road; thence
12. South 59°51'26" West, a distance of 207.37' to the point of beginning.

**CONTAINING 1,239,384 square feet or 28.452 acres of land, per my calculation.**

BEING a part of the same land as described in a deed from Kingdon Gould, Trustee to Chase Limited Partnership, by deed dated January 3, 1996 and recorded among the Land Records of Howard County in Liber MDR 5867 at Folio 368.

This land description was prepared from deeds, plats, and other documents of record, and is not the result of a field run boundary survey.

**Part 3:** (Tax Map 47, P/O Parcel 48 (Lots 1-3))

**BEGINNING FOR THE SAME** at a point formed by the intersection of the northwesterly side of Pine Road, 40' wide, and the Northeasterly side of Jones Road, 40' wide, as shown on a plat entitled "Nordau Subdivision" and recorded among the land records of Howard County, Maryland in Plat Book 3, Page 51; thence running with and binding on the northwesterly side of said Pine Road with all bearings herein being referenced to an assumed datum

1. North 41°57'03" East, a distance of 1224.45 feet to a point on the northerly side of said Pine Road, thence running with the northerly side of Lot 3, as shown on said plat
2. South 61°21'22" West, a distance of 1088.73 feet to a point on the northeasterly side of Jones Road, 40 feet wide, as shown on said "Nordau Subdivision" plat, thence binding on said Jones' Road, and on the westerly lines of lots 1, 2, and 3 as shown on said plat
3. South 28°57'28" East, a distance of 382.78 feet to the point of beginning.

**CONTAINING 208,368 square feet or 4.784 acres of land, per my calculations.**

BEING all of the same lands designated as Lots 1, 2, and 3 in Section E-2 as shown on a plat entitled "Nordau Subdivision" and recorded among the land records of Howard County, Maryland in Plat Book 3, Page 51.

This land description was prepared from deeds, plats, and other documents of record, and is not the result of a field run boundary survey.

**Part 4:** (Tax Map 47, P/O Parcel 384, Tax Map 43, P/O Parcel 235, and Tax Map 48, P/O Parcel 1)

**BEGINNING FOR THE SAME** at an iron pipe found at the end of the third or South 43°15'56" West 1366.74 foot line of Tract Seven as described in a deed from James P. Parker, et al to BA Associates Limited Partnership dated January 7, 1982 and recorded among the land records of Howard County, Maryland in liber CMP 1093 at folio 165; thence departing said iron pipe so fixed with all bearings herein being referenced to the Maryland Coordinate System

1. North 47°30'15" West, a distance of 1,050.07 feet to a point on the southeasterly side of Pine Road, 40 feet wide, as shown on a plat entitled, "Nordau Subdivision," dated August 15, 1949 and recorded among the Land Records of Howard County, Maryland in Plat Book 3, Page 51; thence running with and binding on the southeasterly side of said Pine Road
2. North 41°57'03" East, a distance of 1906.65 feet, passing over an iron pipe found at 680.60 feet, to the beginning of the 23<sup>rd</sup> or North 50°48'56" West 1222.01 feet line of Parcel Two as described in a deed from Kingdon Gould to Chase Limited Partnership, dated January 3, 1996 and recorded among the said land records in liber 5867 at folio 368; thence running with on a portion of said 23<sup>rd</sup> line
3. North 50°29'20" West, a distance of 38.35 feet to a point; thence departing said line and running for new lines of division, the following courses and distances
4. North 41°54'40" East, a distance of 424.13 to a point on the westerly right-of-way line of a future road, 80 feet wide; thence binding on said future road, the following courses and distances
5. by a tangent curve to the left having a radius of 590.00 feet and a length of 161.61 feet and being subtended by a chord bearing South 20°04'19" West 161.10 feet to a point of tangency; thence
6. South 27°66'09" East, a distance of 106.76 to a point; thence
7. by a tangent curve to the right having a radius of 585.00 feet and a length of 457.90 feet, and being subtended by a chord bearing South 05°29'44" East 446.30 feet to a point of tangency; thence

8. South  $16^{\circ}55'41''$  West, a distance of 262.07 feet to a point; thence departing said future road
9. North  $76^{\circ}09'15''$  West, a distance of 173.89 feet to a point; thence
10. North  $05^{\circ}35'58''$  East, a distance of 65.19 feet to the end of the 9<sup>th</sup> or South  $56^{\circ}33'49''$  west 239.80 feet line of a conveyance from Chase Manhattan Mortgage and Realty Trust to Howard County, Maryland dated February 16, 1979 as recorded among said land records in Liber CMP 930 Folio 447; thence running with said 9<sup>th</sup> line
11. North  $56^{\circ}33'48''$  East, a distance of 206.06 feet to a point; thence departing said 9<sup>th</sup> line and running for new lines of division
12. North  $16^{\circ}55'41''$  East, a distance of 48.82 feet to a point; thence
13. by a tangent curve to the left having a radius of 530.00 feet and a length of 35.46 feet, being subtended by a chord bearing North  $15^{\circ}00'40''$  East 35.46 feet to intersect the 8<sup>th</sup> line of the lastly mentioned conveyance; thence running with said 8<sup>th</sup> line in part
14. North  $33^{\circ}26'12''$  West, a distance of 301.78 feet to a point; thence departing said 8<sup>th</sup> line and running for new lines of division
15. North  $78^{\circ}26'12''$  West, a distance of 81.99 feet to a point; thence
16. South  $56^{\circ}33'48''$  West, a distance of 151.77 feet to a point; thence
17. by a tangent curve to the left having a radius of 125.00 feet and a length of 338.60 feet, being subtended by a chord bearing South  $21^{\circ}01'57''$  East 244.17 feet to intersect the 2<sup>nd</sup> of South  $24^{\circ}18'46''$  East 955.95 feet line of the firstly mentioned conveyance; thence running with said 2<sup>nd</sup> line in part and the westerly side of a 20' right of way
18. South  $24^{\circ}15'45''$  East, a distance of 109.66 feet to a point; thence departing said 2<sup>nd</sup> line and running for new lines of division
19. South  $05^{\circ}35'58''$  West, a distance of 155.06 feet to a point; thence
20. South  $76^{\circ}08'62''$  East, a distance of 215.27 feet to a point on said westerly right-of-way line of the proposed Mission Road; thence binding on said right-of-way line, the following courses and distances
21. by a non-tangent curve to the left having a radius of 390.00 feet and a length of 173.02 feet, being subtended by a chord bearing South  $00^{\circ}33'06''$  West 171.60 feet to intersect the seventh or South  $15^{\circ}42'$  West 903.70 feet line of a 20 foot wide right-of-way as described in a deed from Jack B. Barton et. ux. to Nubide Corporation dated

January 29, 1968 and recorded among the said land records in liber CMP 482 at folio 111; thence running with said seventh, eighth, and ninth line of the lastly mentioned conveyance

22. South 24°15'45" East, a distance of 325.41 feet to a point; thence

23. South 59°36'17" West, a distance of 20.28 feet to the beginning of the aforesaid third line of said Tract Seven of the aforesaid deed from Parker to BA Associates; thence running with said third line

24. South 42°48'38" West, a distance of 1,364.84 feet to the point of beginning.

**CONTAINING 1,859,447 square feet or 42.69 acres of land, per my calculation.**

**BEING** a part of the same land as described in a deed from Kingdon Gould, Trustee to Chase Limited Partnership, by deed dated January 3, 1996 and recorded among the Land Records of Howard County in Liber MDR 5867 at Folio 368.

**ALSO BEING** a part of Tract Seven as described in a deed from James P. Parker, et al to BA Associates Limited Partnership dated January 7, 1982 and recorded among the land records of Howard County, Maryland in liber CMP 1093 at folio 165.

**ALSO BEING** a part of the land described in a deed from Chase Manhattan Mortgage and Realty Trust to Howard County, Maryland dated February 16, 1979 and recorded among the land records of Howard County, Maryland in liber CMP 930 at folio 447.

**ALSO BEING** a part of the land described in a deed from Nubide Corporation to Columbia Industrial Development Corporation dated May 13, 1969 and recorded among the land records of Howard County, Maryland in liber CMP 509 at folio 293.

This land description was prepared with the benefit of a field run boundary survey by CNA, LLC and describes future lines of division as depicted on acquisition documents approved by the county and to be recorded in the Howard County land records.

**Part 5:** (Tax Map 43, P/O Parcel 235, Tax Map 48, P/O Parcel 1, and Tax Map 48, P/O Parcel 548 (Parcel B))

**BEGINNING FOR THE SAME** at a point on the northerly right-of-way line of Baltimore-Washington Boulevard (U.S. Route 1), variable width, said point also being at the end of the first or South 38°17'33" West 150.00 feet line of Parcel A as described in a deed from Columbia Industrial Development Corporation and The Baltimore and Ohio Railroad Company, dated October 1, 1970 and recorded among the land records of Howard County, Maryland in liber 545 at folio 52; thence running with and binding on the Northwesterly side of US Route 1, Baltimore Washington Blvd, the following courses and distances

1. South  $38^{\circ}20'02''$  West, a distance of 258.41 feet to a point; thence departing said Baltimore-Washington Boulevard, and running with and binding on the easterly right-of-way line of future road, the following courses and distances
2. South  $88^{\circ}20'08''$  West, a distance of 35.42 feet to a point; thence
3. by a non-tangent curve to the right having a radius of 1,556.27 feet and a length of 727.71 feet, being subtended by a chord bearing North  $30^{\circ}37'09''$  East 721.10 feet to a point; thence
4. by a non-tangent curve to the right having a radius of 310.00 feet and a length of 69.08 feet, being subtended by a chord bearing North  $10^{\circ}32'39''$  West 68.94 feet to point of tangency; thence
5. North  $16^{\circ}55'41''$  East, a distance of 287.16 feet to a point; thence
6. by a tangent curve to the left having a radius of 665.00 feet and a length of 520.52 feet, being subtended by a chord bearing North  $05^{\circ}29'44''$  West 507.33 feet to a point of tangency; thence
7. North  $27^{\circ}55'09''$  West, a distance of 106.76 feet to a point; thence
8. by a tangent curve to the right having a radius of 510.00 feet and a length of 200.27 feet, being subtended by a chord bearing North  $16^{\circ}40'10''$  West 198.99 feet to a point; thence departing said future right-of-way of the future road
9. North  $41^{\circ}54'40''$  East, a distance of 132.80 feet to intersect the westerly side of a CSX Railroad right of way; thence binding on said CSX Railroad right of way
10. South  $13^{\circ}38'02''$  East, a distance of 1,116.13 feet to a point; thence
11. by a tangent curve to the left having a radius of 749.78 feet and a length of 514.01 feet, being subtended by a chord bearing South  $33^{\circ}16'24''$  East 504.00 feet to a point; thence
12. South  $37^{\circ}01'13''$  West, a distance of 47.00 feet to a point; thence
13. South  $12^{\circ}04'48''$  East, a distance of 106.88 feet to the point of beginning.

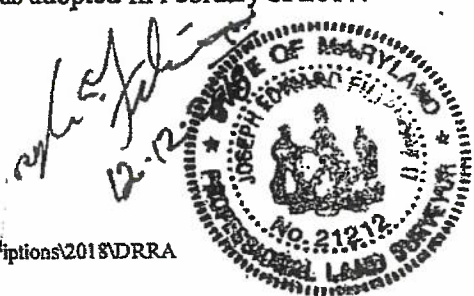
CONTAINING 362,152 square feet or 8.314 acres of land, per my calculation.

BEING a part of the same land as described in a deed from Kingdon Gould, Trustee to Chase Limited Partnership, by deed dated January 3, 1996 and recorded among the Land Records of Howard County in Liber MDR 5867 at Folio 368.

This land description was prepared with the benefit of a field run boundary survey by CNA, LLC and describes future lines of division as depicted on acquisition documents approved by the county and to be recorded in the Howard County land records.

This description and the related field work was prepared by me or under my direct supervision in accordance with the requirements of COMAR Title 9 Department of Labor and Licensing, and Regulations Subtitle 13, Minimum Standards of Practice as adopted in February of 2017.

Joseph E. Filippone II  
Maryland Professional Land Surveyor No. 21212  
Expiration Date: 1/22/2020



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DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT

THIS DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT (this "Agreement"), is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ (the "Effective Date"), by and among CHASE LAND, LLC, a Maryland limited liability company ("Chase"), ANNAPOLIS JUNCTION HOLDINGS, LP, a Maryland limited partnership ("Annapolis Junction" and collectively with Chase, "Petitioner"), and HOWARD COUNTY, MARYLAND, a body corporate and politic of the State of Maryland ("Howard County"). Petitioner and Howard County are hereinafter referred to collectively as the "Parties".

RECITALS

1. Subtitle 3 of Title 7 of the Land Use Article of the Annotated Code of Maryland (the "DRRA Law") grants Howard County the authority to establish procedures and requirements for the consideration and execution of Development Rights and Responsibilities Agreements.

2. Subtitle 17 of Title 16 of the Howard County Code (the "County Ordinance") authorizes Howard County to enter into Development Rights and Responsibilities Agreements.

3. This Agreement is intended to constitute a Development Rights and Responsibilities Agreement as provided for in the DRRA Law and the County Ordinance.

4. Petitioner owns certain real property in Howard County, Maryland, legally and/or equitably, more particularly identified on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Petitioner Property"), which Petitioner Property is the real property subject to this Agreement. The sole persons having a legal or equitable interest in the Petitioner Property are Petitioner and Howard County.

5. Howard County desires to acquire certain tracts or parcels of land owned by Petitioner adjoining and/or vicinal to the Petitioner Property (the "County Contract Property") for purposes of the Howard County Board of Education's construction of one or more public schools and uses related thereto, and Howard County's construction of public roads, and a new public water storage facility and related appurtenances.

6. The Parties have entered into (a) that certain Purchase and Sale Agreement dated as of September 14, 2018 by and between Chase and Howard County (the "Chase Agreement"), and (b) that certain Purchase and Sale Agreement dated as of September 14, 2018 by and among Petitioner and Howard County (the "Petitioner Agreement" and

collectively with the Chase Agreement, the "Sales Agreements") pursuant to which Petitioner has agreed to sell and convey to Howard County, and Howard County has agreed to purchase and accept from Petitioner, in lieu of a condemnation, the County Contract Property more particularly identified in the Sales Agreements, subject to all of the terms, conditions, provisions, and agreements of the Sales Agreements.

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.

8. The Howard County Board of Appeals, by its Decision and Order dated April 24, 1997 in BA Case No. 95-58E, as corrected by that certain Correction to Decision and Order dated July 11, 2000 (collectively, the "Special Exception Approval"), granted a special exception for a quarry on the Quarry Property.

9. A quarry (the "Quarry") is currently in active operation on the Quarry Property in accordance with the Special Exception Approval.

10. The remainder of the Petitioner Property (other than the Quarry Property) (the "Undeveloped Petitioner Property") is presently undeveloped.

11. On or about December 19, 2018, Petitioner petitioned Howard County to enter into this Agreement.

12. On or about \_\_\_\_\_, 201\_\_\_\_, Howard County reviewed this petition and determined to accept this petition and to initiate the process of considering a Development Rights and Responsibilities Agreement.

13. This Agreement was negotiated between Petitioner and the Howard County Executive.

14. A pre-submission community meeting regarding this Agreement was conducted in accordance with the requirements of the County Ordinance and Howard County law on November 13, 2018.

15. This Agreement was referred to the Howard County Planning Board (the "Planning Board") for an advisory determination of whether this Agreement is consistent with Howard County's general plan, PlanHoward 2030 (the "General Plan"). At a public meeting held on \_\_\_\_\_, 201\_\_\_\_, the Planning Board determined that this Agreement was consistent with the General Plan. The recommendation of the



Planning Board is attached hereto and incorporated herein by reference as Exhibit B.

16. On \_\_\_\_\_, 201\_\_\_\_, the Howard County Council held a duly advertised public hearing on this Agreement in accordance with Howard County law, and approved this Agreement on \_\_\_\_\_, 201\_\_\_\_ by Council Resolution \_\_\_\_\_.

17. Any other agreements between Petitioner and Howard County, including, without limitation, the Sales Agreements, remain in full force and effect and are intended to be harmonious with this Agreement.

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

## ARTICLE I

### ZONING; LIMITATIONS

1.1 Zoning Designation. The Parties acknowledge and agree that the Petitioner Property is currently zoned M-1 (Manufacturing: Light); M-1-MXD-3 (Manufacturing: Light Mixed Use); R-SA-8-MXD-3 (Residential: Single Attached Mixed Use); R-SA-8 (Residential: Single Attached); B-2 (Business: General); R-12 (Residential: Single); and R-SC-MXD-3 (Residential: Single Cluster Mixed Use) on the Howard County Zoning Map. The Parties further acknowledge and agree that the Quarry Property is currently zoned M-1-MXD-3 on the Howard County Zoning Map and was granted the Special Exception Approval to operate as the Quarry.

1.2 Quarry Use. Except as provided in Sections 4.1.A and 4.1.C of this Agreement, without the prior written consent of Chase, which may be granted or withheld in Chase's sole and absolute discretion, Howard County shall not reduce, limit, or otherwise alter, to the extent permitted by law, by any legislative, executive, or quasi-judicial action, including, without limitation, a comprehensive rezoning, a piecemeal rezoning, or the enactment of ordinances, resolutions, rules, or regulations, or the interpretation thereof (such as forest conservation or stream buffer ordinances), Chase's current rights to own, develop, redevelop, operate, and use the Quarry on the Quarry Property in accordance with the existing Special Exception Approval and in accordance with all laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement; provided, however, that the foregoing shall not be construed so as to prevent Howard County from enforcing the Special Exception Approval and all laws, rules,

regulations, and policies, if any, in force on the Effective Date of this Agreement. The permissible uses of the Quarry Property, the density or intensity of the use of the Quarry Property, and the maximum height and size of structures located or to be located on the Quarry Property shall be those allowed by any and all laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement, including, without limitation, the Special Exception Approval.

1.3 Undeveloped Petitioner Property Use. Except as provided in Sections 4.1.A and 4.1.C of this Agreement, without the prior written consent of Petitioner, which may be granted or withheld in Petitioner's sole and absolute discretion, Howard County shall not reduce, limit, or otherwise alter, to the extent permitted by law, by any legislative, executive, or quasi-judicial action including, without limitation, a comprehensive rezoning, a piecemeal rezoning, or the enactment of ordinances, resolutions, rules, or regulations, or the interpretation thereof (such as forest conservation or stream buffer ordinances), Petitioner's current rights to own, develop, redevelop, operate, and use the Undeveloped Petitioner Property in accordance with all laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement; provided, however, that the foregoing shall not be construed so as to prevent Howard County from enforcing all laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement. The permissible uses of the Undeveloped Petitioner Property, the density or intensity of the use of the Undeveloped Petitioner Property, and the maximum height and size of structures located or to be located on the Undeveloped Petitioner Property shall be those allowed by any and all laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement.

1.4 Development Review. Howard County shall use its best efforts to ensure that (A) the processing and review of any development approvals requested by Petitioner regarding the Petitioner Property, including, without limitation, subdivision plans; site development plans; zoning and similar applications; and the issuance of grading, building, and occupancy permits, are performed in a succinct, timely manner, without undue delay or conditions, consistent with Howard County's current development review process and in accordance with current applicable laws, rules, and regulations; and (B) such processing and review will not be subjected to any moratorium or delay, except as provided in Sections 4.1.A and 4.1.C of this Agreement.

1.5 Regulation and Master Plan Consistency. Howard County and the Planning Board have determined that this Agreement; Chase's current rights to own, develop, redevelop, operate, and use the Quarry on the Quarry Property in accordance with the existing Special Exception Approval and in accordance with all laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement; and Petitioner's current rights to own, develop, redevelop, operate, and use the Undeveloped Petitioner Property in accordance with all laws, rules, regulations, and policies, if any, in

force on the Effective Date of this Agreement, are consistent with the General Plan and the Howard County Subdivision and Land Development Regulations.

1.6 Public Health, Safety, and Welfare. Howard County has determined that (A) this Agreement; Chase's current rights to own, develop, redevelop, operate, and use the Quarry on the Quarry Property in accordance with the existing Special Exception Approval and in accordance with all laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement; and Petitioner's current rights to own, develop, redevelop, operate, and use the Undeveloped Petitioner Property in accordance with all laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement, will ensure that the public health, safety, and welfare of the residents of Howard County are protected; and (B) Howard County's acquisition of the County Contract Property and the Howard County Board of Education's construction and operation of one or more public schools and uses related thereto, and Howard County's construction of public roads, and a new public water storage facility and related appurtenances upon the County Contract Property does not and shall not alter or negate Howard County's determination in subsection (A) of this Section 1.6. To the extent permitted by law, Howard County expressly acknowledges and agrees that Petitioner may introduce this Agreement, including, without limitation, the provisions of this Section 1.6, in any administrative or other proceeding as conclusive evidence of Howard County's determination of the matters set forth herein, and Howard County shall at no time take any position, written or oral, contrary to its determination contained in this Section 1.6, except as permitted by and provided for in Sections 4.1.A and 4.1.C of this Agreement.

1.7 Conditions. Notwithstanding any provision in this Agreement to the contrary, all of the obligations and responsibilities in this Agreement shall terminate in the event that Howard County fails to complete its acquisition of the portion of the County Contract Property as described in, and in accordance with, the Chase Agreement due to a default by Chase under the Chase Agreement.

## ARTICLE II SURVIVAL AND TRANSFER OF OBLIGATION

2.1 Nature, Survival, and Transfer of Obligations. The Parties agree that this Agreement shall run with the land and be binding upon and inure to the benefit of Petitioner and its successors and assigns, and upon any and all successor owners of record of all or any portion of the Petitioner Property. To assure that all such successors, assigns, and successor owners have notice of this Agreement and the rights and obligations created by it, Petitioner agrees that it shall:

- A. Have this Agreement recorded among the Land Records of Howard

County, Maryland (the "Land Records") within twenty (20) days after the Effective Date of this Agreement;

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 Petitioner Property; and

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

2.2 Binding Upon Successors and Assigns. Howard County agrees that, to the extent permitted by law, all obligations assumed by it under this Agreement shall be binding on it, its agencies, departments, boards, commissions, employees, governmental units, the Planning Board and its and their respective successors and assigns. Petitioner agrees that all obligations assumed by it under this Agreement shall be binding on it and its successors and assigns.

### ARTICLE III BREACH AND REMEDIES

3.1 Breach by Petitioner. If Petitioner shall fail or refuse to perform its obligations as required under this Agreement, and if Petitioner has not cured such default within sixty (60) days from receipt of written notice provided to Petitioner by Howard County indicating the nature of the default, Howard County may seek equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or an injunction and may seek any other rights and remedies available to Howard County at law or in equity, or may declare this Agreement null and void.

3.2 Breach by Howard County. If Howard County shall fail or refuse to perform its obligations as required under this Agreement, and if Howard County has not cured such default within sixty (60) days from receipt of written notice provided to Howard County by Petitioner indicating the nature of the default, Petitioner may seek equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or an injunction and may seek any other rights and remedies available to Petitioner at law or in equity.

3.3 Jurisdiction and Venue. Jurisdiction and venue for any proceedings brought with respect to this Agreement shall be in the Circuit Court for Howard County, Maryland.

3.4 Waiver of Trial by Jury. Petitioner and Howard County do hereby waive trial by jury in connection with any proceedings brought to enforce the terms of this Agreement.

ARTICLE IV  
EFFECT OF DEVELOPMENT REGULATIONS

4.1 Effect of Agreement.

A. Petitioner must comply with all applicable federal, Maryland, and local laws existing on the Effective Date of this Agreement and, as regards the Quarry Property, with the Special Exception Approval.

B. Except as provided in Section 4.1.C herein, the laws, rules, regulations, and policies that govern the ownership, development, redevelopment, operation, use, density, and intensity of the Quarry, the Quarry Property, and the Undeveloped Petitioner Property shall be the laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement, including, without limitation, the Special Exception Approval as regards the Quarry and the Quarry Property.

C. If Howard County determines that compliance with laws, rules, regulations, and policies enacted or adopted after the Effective Date of this Agreement is essential to ensure the health, safety, or welfare of residents of all or part of the County, this Agreement may not prevent Howard County from requiring Petitioner to comply with those laws, rules, regulations, or policies.

D. In the event Howard County takes any action to subject the Quarry, the Quarry Property, and/or the Undeveloped Petitioner Property to any new or modified laws, rules, regulations, or policies after the Effective Date of this Agreement under Section 4.1.C, Petitioner shall be relieved of any and all obligations under this Agreement.

4.2 Approvals Required. Chase has previously obtained the Special Exception Approval, approval of a site development plan, and all similar permits and approvals necessary to construct and operate the Quarry on the Quarry Property. Chase shall obtain all further permits and approvals necessary under any existing provision of local, Maryland, or federal law regarding the continued use and operation, future development, and redevelopment of the Quarry Property. Petitioner shall obtain all permits and approvals necessary under any existing provision of local, Maryland, or federal law regarding the development, redevelopment, operation, and use of the Undeveloped Petitioner Property.

ARTICLE V  
MISCELLANEOUS

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

5.2 Term.

A. This Agreement shall constitute covenants running with the land and shall run with and bind the Petitioner Property. This Agreement shall terminate and be void on the twenty-fifth (25<sup>th</sup>) anniversary of the Effective Date of this Agreement, unless extended by an amendment to this Agreement complying with all procedures required in this Agreement, the County Ordinance, and Maryland law unless terminated by agreement of the Parties or as permitted by law.

B. Nothing in this Section shall be construed to supersede the terms as set forth in any other agreements between Petitioner and Howard County.

5.3 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (A) when delivered in person on a business day at the address set forth below; (B) on the first business day after being deposited with any reputable overnight courier (such as FedEx) for overnight delivery properly addressed with postage prepaid, at the address set forth below; or (C) 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.

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

Chase Land, LLC  
Annapolis Junction Holdings, LP  
14401 Sweitzer Lane, Suite 200  
Laurel, Maryland 20707  
Attn: Caleb Gould

with a copy to:

Talkin & Oh, LLP  
5100 Dorsey Hall Drive  
Ellicott City, Maryland 21042

Attn: Sang W. Oh

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

Howard County Executive  
3430 Courthouse Drive  
Ellicott City, Maryland 21043

With a copy to:

Howard County Solicitor  
3430 Courthouse Drive  
Ellicott City, MD 21043

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

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

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

5.4 Amendments. The Parties to this Agreement may amend the Agreement upon mutual written consent after Howard County holds a public hearing and complies with all applicable laws of the County Ordinance concerning amendment of a Development Rights and Responsibilities Agreement. All amendments to this Agreement shall be in writing and shall be executed by Howard County and Petitioner. Unless the Planning Board determines that the proposed amendment is consistent with the General Plan, the Parties may not amend this Agreement.

5.5 Termination or Suspension. The Parties to this Agreement may terminate or suspend the Agreement upon mutual written consent after Howard County holds a public hearing and complies with all applicable laws concerning termination or suspension of a Development Rights and Responsibilities Agreement as set forth in the County Ordinance. If Howard County determines that a suspension or termination is essential to ensure the public health, safety, or welfare, as determined in accordance with Section 4.1.C above, Howard County may suspend or terminate this Agreement following a public hearing. Any such unilateral termination of this Agreement by Howard County shall not in any way affect the validity of any approvals Petitioner may have obtained regarding the Petitioner Property at any time prior to such termination.

5.6 Authority to Execute. Howard County and Petitioner hereby acknowledge and agree that all required notices, meetings, and hearings have been properly given and held by Howard County with respect to the approval of this Agreement and agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right. Howard County hereby warrants and represents to Petitioner that the persons executing this Agreement on its behalf have been properly authorized to do so. Each of Chase and Annapolis Junction hereby warrants and represents to Howard County that it is the fee simple, record owner of the portions of the Petitioner Property owned by each and that the persons executing this Agreement on its behalf have been properly authorized to do so.

5.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regards to principles of conflicts of law.

5.7.1 Definition of laws, rules, regulations, and policies. Unless otherwise expressly provided herein, the terms laws, rules, regulations, and policies shall refer solely to those enacted or adopted by Howard County, Maryland, and not to laws, rules, regulations, and policies of the State of Maryland, United States of America, or any other agency or public body with authority to adopt or enforce applicable laws, rules, regulations, and policies.

5.8 Consent to Jurisdiction. The Parties irrevocably consent to the jurisdiction of the Circuit Court for Howard County, Maryland or any federal court sitting in the District of Maryland.

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

5.10 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as closely as possible in keeping with the intent expressed herein as if such invalid, illegal, or unenforceable provisions were omitted.

5.11 Recordation. Any party may record this Agreement among the Land Records. In the event the Agreement is terminated in accordance with the terms hereof,



the Parties agree to execute and record a document in the aforesaid Land Records to terminate this Agreement.

5.12 Appeals. Both Maryland law and the County Ordinance may allow any person aggrieved by this Agreement to file an appeal. If the effect of a final, unappealable decision in such appeal revises this Agreement in any way, then the Parties to this Agreement may terminate this Agreement upon mutual written consent and in compliance with all applicable laws concerning termination of a Development Rights and Responsibilities Agreement as set forth in the County Ordinance.

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

5.14 No Third Party Beneficiary Status. The Parties specifically agree that this Agreement is not intended to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations under this Agreement.

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

*[Signatures on Following Page]*

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

WITNESS/ATTEST:

CHASE LAND, LLC, a Maryland limited liability company

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: Caleb C. Gould

Title: Authorized Member

STATE OF \_\_\_\_\_, CITY/COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Caleb C. Gould, who acknowledged himself to be an Authorized Member of CHASE LAND, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained on behalf of the limited liability company by signing the name of the limited liability company by himself as Authorized Member.

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

\_\_\_\_\_  
Notary Public

[SEAL]

\_\_\_\_\_  
[Print Name of Notary]

My Commission expires: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESS/ ATTEST:

ANNAPOLIS JUNCTION HOLDINGS, LP, a Maryland limited partnership

By: GOULD PROPERTY COMPANY, its General Partner

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Name: Caleb C. Gould

Title: Vice President

STATE OF \_\_\_\_\_, CITY/COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Caleb C. Gould, who acknowledged himself to be the Vice President of Gould Property Company, the General Partner of ANNAPOLIS JUNCTION HOLDINGS, LP, a Maryland limited partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained on behalf of the limited partnership by signing the name of the limited partnership by himself as Vice President of its General Partner.

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

\_\_\_\_\_  
Notary Public

[SEAL]

\_\_\_\_\_  
[Print Name of Notary]

My Commission expires: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

AGREED and APPROVED:

HOWARD COUNTY, MARYLAND

ATTEST:

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

BY: \_\_\_\_\_(SEAL)  
Calvin Ball  
Howard County Executive

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Gary W. Kuc  
County Solicitor

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Calvin Ball, the County Executive for Howard County, Maryland, who acknowledged the within Agreement to be the act of the County and that he executed the foregoing Agreement for the purposes therein contained by signing in my presence the name of Howard County, Maryland as County Executive.

AS WITNESS my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ATTORNEYS' CERTIFICATION

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

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Upon Recordation Please Return To:

Sang W. Oh, Esq.  
Talkin & Oh, LLP  
5100 Dorsey Hall Drive  
Ellicott City, Maryland 21042

**EXHIBIT B**

**PLANNING BOARD RECOMMENDATION**

See attached.