

**Sayers, Margery**

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**From:** edrewyer@verizon.net  
**Sent:** Sunday, April 19, 2020 3:57 PM  
**To:** CouncilMail  
**Subject:** Howard County Concern

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

April 15, 2020

Dear County Executive Dr. Ball and Members of the Howard County Council,

I am grateful to all of you for the opportunity to provide my view regarding concerns relative to Glenelg Country School, Glenelg Manor Estates and the CB-9 proposal.

As a resident of the Glenelg Manor Estates community, I am deeply concerned about the proposals being made and the misunderstanding about the use of the land by Glenelg Country School. I am, also, well aware that this viewpoint is shared by my neighbors.

First, I want to call your attention to the fact that this is not the first time the Glenelg Country School has acted on their behalf with no consideration for the impact of their actions on the community at large. I have been a resident of Glenelg Manor Estates since April of 1990. I have been a resident of Howard County since 1982 and have worked to support families and children at a non-profit in Howard County. Living in this beautiful part of Maryland has been an unbelievable opportunity and gift to me. I have a deep commitment to the well being of Howard County and the impact of decisions by County Council members and the lawmakers that are voted into office to support the needs and well being of Howard County. I am very interested in the actions of Glenelg Country School and how the decisions you make regarding these Amendments will impact Howard County.

Many years ago, I served my community of Glenelg Manor Estates voluntarily to address Glenelg Country School's illegal attempt to use our private roads for ingress and egress from their school through our community. We were put in the position of financing large legal bills that were at the expense of the homeowners and without regard for the impact this would have on our private roads, the children in our community, liability, safety concerns, etc. I share this background because it is a pattern that has continued over the history of our community's relationship with Glenelg Country School. Their current actions are indicative of their past history; infringement on our community; and lack of concern for the impact of their actions/decisions on their neighbors and the entire County.

Please know that the following Amendments provide unnecessary and dire consequences that will have a ripple effect on communities throughout Howard County.

**Amendment 2 to Council Bill No. 9-2020 BY: David Yungmann Legislative Day No. 3 Date: March 2, 2020 Amendment No. 2 (This Amendment requires the Hearing Authority to determine whether a proposed use is consistent with an easement.) On page 2, in line 31, after the final period, insert: "At a hearing to consider a variance petition or conditional use proposed within an easement area, the Hearing Authority may proceed**

if the Hearing Authority determines that the proposed use or variance is consistent with the terms and conditions of any easement that the petitioner relies on as part of the petition. A determination of consistency does not bind a court in any proceeding related to the matter.”

**Amendment 3 to Council Bill No. 9-2020 BY: David Yungmann Legislative Day No. Date: March 2, 2020 Amendment No. 3 (This Amendment provides that a petitioner who relies on an easement must own all the properties that abut the easement.) On page 3, in line 4, after “instrument” insert “and the petitioner or its predecessor own all of the properties that abut the property to which the easement or other recorded instrument applies”.**

The consequences of the above Amendments are detrimental to all of Howard County in making it a safe and healthy place to live.

**Please note: I DO NOT support the above Amendments.**

I DO support the following Amendment:

**Amendment 4 to Council Bill No. 9-2020 BY: Deb Jung Legislative Day No. 3 Date: March 2, 2020 Amendment No. 4 (This Amendment requires written authorization from the property's owner (if other than the Petitioner) that is the subject of the Conditional Use by eliminating the presumption that an easement or similar recorded instrument is equivalent to the written authorization.) On page 4, strike beginning with the comma in line 16 down through but not including the final period in line 21.**

I support the above Amendment 4 as this is the best solution for all of Howard County.

The easement specifically states that the school must follow all laws including the local laws and have the signatures of homeowners like every other conditional use.

I am deeply concerned about the inappropriate use of control by Glenelg Country School when making decision about the use of our pipestems. This concern includes both our current and future well being as it relates to our community, including access that may be detrimental to our future needs.

I am concerned that GCS is attempting to take property rights which were not given to them; and, in the process, will change the law in a manner that will hamper the rights of property owners across the County.

Thank you for taking the time to read my email and for all you do to in service to Howard County.

Sincerely,

Elaine K. Drewyer  
12859 Folly Quarter Road  
Ellicott City, MD 21042  
301-509-8550

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## Sayers, Margery

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**From:** Jung, Deb  
**Sent:** Thursday, April 16, 2020 4:32 PM  
**To:** Sayers, Margery  
**Subject:** FW: CB-9

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**From:** Alison Holcombe <alisonholcombe@gmail.com>  
**Sent:** Tuesday, April 14, 2020 6:53 PM  
**To:** Yungmann, David <dyungmann@howardcountymd.gov>  
**Cc:** Knight, Karen <kknight@howardcountymd.gov>; Skalny, Cindy <cskalny@howardcountymd.gov>; Walsh, Elizabeth <ewalsh@howardcountymd.gov>; Jones, Opel <ojones@howardcountymd.gov>; Rigby, Christiana <crigby@howardcountymd.gov>; Jung, Deb <djung@howardcountymd.gov>  
**Subject:** Re: CB-9

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Mr Yungmann,

Thank you for your follow-up. Again, no one has said they would withhold a signature. That's being unfairly assumed. The school and their legal council (and I guess you) are assuming that's the case. That's not the truth. Also, if we hadn't been following the case not one homeowner would even know this was going on. That's appalling! I hope you're appalled!

I'm most concerned that a recorded easement would take the place of a property owner's signature. Do you plan to change that? Property owners should absolutely be part of the conditional use process from the start. Isn't that the best way to give notice that you'd like to go through the conditional use process? It's completely reasonable to expect a signature of the property owner indicating notice was given that you're applying for conditional use on their land. This allows the county to have confidence that property ownership and any easement issues have been resolved prior to conditional use hearings. This case is a clear example of where easement issues need resolution.


Also, since I'm on the HOA, I'll play devil's advocate here. Another thing I wonder is are easement owners subject to HOA documents and provisions? In our community, no one can build without approval through our architectural review committee. A piece on that application asks you to prove you've notified your neighbors of your plan. How will that work in cases like this? You may or may not know the answer. Do you know who we might ask?

Also, I did want to gently point out that to our neighborhood you clearly side with the school and won't consider our point of view at all. I appreciate you offering to be a mediator of sorts, but you are clearly biased and that's really upsetting since you are our leader. You even pointed out on FB that you've been working on this for two years. Why didn't you ever reach out to us as our leader? Or encourage the school to do the same? We were totally bling sided by the ZRA that is now a Council Bill. In person this fall, you mentioned you have a number of friends on the schools' board of trustees and explained why they were putting forth such a large multi-year plan. Were you working with their board to get this moving? I know it's hard since these folks are your friends, but if you could put that aside and also think about the plain old regular constituents that you represent that don't have money to pay lawyers. How can we protect these people? I ask you to try to see both sides on this matter. Please continue to be a champion for property owner's rights.

Respectfully,

10:37



<  **Mary McBride Christensen** >  
**Howard County Neighbors United** ...

February 13 at 5:37 PM · 🌐

0072020/0202100/020(0).png

1w Like Reply

👍 12



**Jerry Krasnick**

**David Yungmann** thanks David,  
your explanation was amazing!

1w Like Reply



**David Yungmann**

I had the luxury of two years of  
discussion and the bill in front of  
me 😊

1w Like Reply



**Alison Holcombe** 🗨️

**David Yungmann** sounds like the  
goal would be to seek conditional  
use on property that they don't  
own without the consent of the  
property owner. Is that their goal?  
Why would the county involve  
itself in private easements?  
Sounds like a legal nightmare.

1w Like Reply

👍 1



**Mary McBride Christensen**

**David Yungmann** thanks for your



Write a comment...



On Apr 14, 2020, at 5:12 PM, Yungmann, David <[dyungmann@howardcountymd.gov](mailto:dyungmann@howardcountymd.gov)> wrote:

Thanks for your email Alison. We have pared the bill back significantly from what was filed leaving 3 policy changes.

1. Setbacks. The ability to get a variance for a condition use setback and elimination of setbacks from an easement are removed. The setback from an easement if the properties on both sides of the easement are owned by the dominant party are eliminated. If the easement were to ever be revoked, the setbacks would revert back to what is required in the conditional use. This allows a continuous use over the easement if it's in the middle of commonly owned properties but does not allow the dominant party to use the easement itself to satisfy a setback.
2. Presumption of authority. This is removed along with the binding of courts and concept of the easement contents not being relevant in a conditional use case. The authority can only proceed to hear a case if it concludes that the petition is consistent with the easement, which decision is not binding on another authority or court. For example, if someone grants me an easement to operate a farm stand and I need a conditional use to do that, I won't need to go back to the same or a future property owner to get permission to apply for the conditional use. If I pursue a conditional use for a church, the authority would refuse to hear the case unless the owner granted permission.
3. We have not amended the day care accessory use.

Note a few comments below as well.

David Yungmann  
Howard County Council – District 5  
(410) 313-2001  
<https://cc.howardcountymd.gov/Districts/District-5>

-----Original Message-----

From: Alison Holcombe <[alisonholcombe@gmail.com](mailto:alisonholcombe@gmail.com)>  
Sent: Tuesday, April 14, 2020 3:47 PM  
To: Yungmann, David <[dyungmann@howardcountymd.gov](mailto:dyungmann@howardcountymd.gov)>  
Subject: CB-9

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

Councilmember Yungmann,

I would like to follow up on my previous emails and testimony regarding CB-9. I disagree whole heartedly with all elements and encourage you to vote “no” on CB-9 and start over.

Most importantly, I think it's imperative that a signature of the property owner be required for an easement holder to build on the easement.

Why would someone sell someone an easement for a specific purpose (such as my farm stand example above) then expect to withhold approval when it comes time to apply for the required county approval for that very use?

A recorded easement should NOT be used as a substitute for an actual signature. Easement owners and property owners should have to communicate with one another regarding building. Please don't take this right away from property owners. Please consider the county as a whole and think about this deep impact. If you put yourself in this situation you would see how truly unfair this is. Just because a property owner signed an easement doesn't mean they are giving permission to the easement holder to do whatever they want.

I agree 100%. The property owner has only given the easement holder permission to do what is stated in the easement. This is the basis for one of the amendments.

It seems absolutely ridiculous that someone can build on your land without communicating with you.

I have not heard anyone raise the concept of notice which is reasonable in my opinion. I will follow up internally on that.

It's even more ridiculous that if I disagree I need to spend thousand's of dollars in legal fees to defend what was mine in the first place. I implore you to think about the homeowners here. We discussed this quite a bit. The current law always requires the dominant party to seek relief in court, but the bill as written would always require the servant party (property owner) to seek relief. The way the bill has been amended burdens one party or another case by case. Keep in mind though that easements are intended for the very purpose of giving some of your rights to control what is yours to someone else. Any conditions, requirements and restrictions are negotiated and included in the easement itself.

Let's start fresh and ask that both sides communicate with one another. We have reached out a number of times since the last work session and were told that they refuse to communicate without lawyers present. We are trying. Please support us. I view the changes we are making to the zoning code, which are applicable to any properties that meet the now pretty narrow criteria. Resolution of issues between GCS and its neighbors that are unrelated to the policy decisions that remain in CB9. I remain willing to intervene in discussions between GCS and its neighbors if one or both parties feel that would be helpful. I imagine GCS would be pretty interested in doing what it can to secure its neighbors' support of its conditional use if that's even possible.

While the final bill will not be perfect in the eyes of any party, compromise is frequently an important part of what we do. The advocacy by you and some of your neighbors compelled us to make many changes that we might not have considered 2-3 months ago. Your efforts absolutely influenced us against some decisions that I do not believe were reasonable so thank you.

Thank you,  
Alison Holcombe

## Sayers, Margery

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**From:** Safdar Khwaja <safdar@khwaja.net>  
**Sent:** Friday, April 10, 2020 1:50 PM  
**To:** CouncilMail  
**Cc:** Jung, Deb; Yungmann, David; Rigby, Christiana; Jones, Opel; Walsh, Elizabeth; Ball, Calvin; Gowan, Amy  
**Subject:** Opposition to CB9-2020

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

TO: Howard County Council

CC: County Executive Calvin Ball; Amy Gowan, DPZ

RE: Opposition to CB9-2020

Honorable Council Members:

**I hope everyone is managing to be infection free and staying healthy.**

My name is Safdar Khwaja, and am the owner of property at 4898 Castlebridge Rd, Ellicott City, and with my wife we are in the process of designing a home for this lot. I wish to express a fundamental objection to CB9-2020, whereby the proposed changes seek to unilaterally waive the current requirement for a Conditional Use Petitioner to obtain the written approval of all property owners that are parties to a shared driveway easement which also includes the Petitioner. The proposed changes could be construed to give a Petitioner unilateral superordinate authority to modify the rights and obligations contained in an existing shared use agreement, in which all parties are equal (without anyone having subservient status), without any consideration or necessary consent of other signatory parties.

This CB9-2020 bill is very relevant to my rights as a Howard County property owner. On March 9, 2020, there was a Pre-Submission Community meeting held where Mr. Carter Adkinson, and his attorney, Mr. Sang Oh, discussed plans for filing a Conditional Use Petition for "Limited Social Assemblies" for a barn on their property, as a for-profit venture. The Adkinsons purchased their property at 4888 Castlebridge Rd, Ellicott City in 2019. Specifically not disclosed at this public meeting, is that this barn structure is one of two properties that are seeking to be added to the County's historic registry via in CR 39-2020. **As an undisclosed strategy, the Adkinsons want to get this barn listed as Historic, so that they can run a for-profit business at this barn.**

The Adkinsons, are equal parties to a pre-existing Shared Maintenance, Repair, and Grant of Easement Agreement with five (5) other landowners, wherein all parties have equal status, for a paved private driveway that commences at the terminus of the County controlled Castlebridge Road, and extends to the Adkinson's residence. This Agreement requires that any changes shall be with unanimous written consent of all parties. Per this Agreement, and current zoning regulations and practices, the Adkinson's would be required to obtain signatures of all parties to the Shared Easement Agreement prior to filing a Conditional Use Petition. The proposed revisions to the Conditional Use regulations under CB9-2020 could potentially erase the rights of other property owners, whenever any property wishes to seek a Conditional Use permit. Such a change is not comprehensible, and potentially may not be consistent with applicable Maryland Laws.

The Planning Board's report on this matter (ZRA 188), where the Planning Board voted 5-0 against the proposed changes in the Regulations, states: "Board members expressed concerns that the proposed amendments are designed to address issues on one property, however, they will apply countywide and could result in unintended consequences. Also, they stated a preference for continuing to require property owner signatures on Conditional Use Petitions." I fully agree with these comments to ZRA188. The situation described above regarding the private driveway portion of Castlebridge Road would be a real example of one such unintended consequence. This is because none of the parties to our mutual Easement Agreement (other than the Adkinsons) are in favor of the Adkinson's proposed Conditional Use for Limited Social Assemblies; **a for-profit venture**. If this bill is approved, our rights under the Easement Agreement could be seriously prejudiced.

#### OUR OPPOSITION IS BASED ON THE FOLLOWING:

- This proposed change to Section 131 significantly impairs and alters the legal rights of many landowners in the county who are parties to easements; in short, they reduce the rights of parties that may have been intended when the easements were executed. The DPZ should not be allowed to presume an easement allows an easement holder/Petitioner all rights to another landowners' property. **Requiring property owner's signatures seems to be a fundamental right contemplated by the existing regulations and practices, both in our County and across the State of Maryland. This should not be changed.**
- The proposed change would bar the Hearing Examiner from considering the details of any easement, even if the easement specifically precluded the Conditional Use activity. How can the "rights and obligations" of the parties not be relevant? This seems to be illegal, thus will result in a significant increase in litigation, and related time and costs, to resolve these consequences. In our case, the easement we assumed upon purchasing this property expressly contemplates residential vehicle and farm equipment use for "**Private** Ingress, Egress, Maintenance, and Storm Water Management & Utilities" on a "**private** paved driveway"; which does not specify or contemplate any other uses, especially not **for-profit** "social assemblies."
- Conditional Uses are, by definition, uses that could have adverse impact on adjacent property owners. This is why we have additional governance procedures in our County regulations. We are not adjacent property owners in our situation; we own the property for which the Petitioner has an easement; **in an equal capacity, not as a dominant easement holder**. The property owners with easements are likely to be the most impacted by Conditional Uses, and their rights and interests should be the highest priority in consideration of any Conditional Use Petition.
- The Petitioner is the one seeking an exemption for a use that is inherently incongruent with existing zoning for their property. Thus, if any property owner who is an equal party to an easement disagrees and declines to sign the Conditional Use Petition, then the Petitioner's recourse should be through the Courts to affirm the Petitioner interpretation of their rights under the shared Easement Agreement. This should not be a "presumption" by the County or its officials; which can amount to a waiver of, and prejudice to, the rights of the property owners.



THERE ARE MULTIPLE REASONS WHY ALL OTHER PARTIES TO THE EASEMENT AGREEMENT ARE OPPOSED TO A FOR-PROFIT USE BY ONE PARTY:

- Addition of this commercial venture to this community, will have a negative impact on property values.
- There are five buildable lots on this private driveway, in a mature neighborhood of Ellicott City, buffered by large tracts of preservation land. This assures limited traffic currently or ever anticipated on this driveway. At its initial take-off from Castlebridge Road, the widest section of this private driveway is 16 feet wide in front of only the first two lots, thereafter it narrows to about 12 feet wide for the remaining and longest portion of this driveway. There are sharp turns and dips in the pavement, and limited sight line visibility on sections of this private driveway. The private driveway will not handle two-way traffic, thus vehicles will be forced off-road onto landscaping of homes, causing damage. Adding up to 150 guests, plus vendors and their staff, per "social assembly" on such a driveway will create significant safety and trespassing concerns.
- Traffic prior to and after these revenue generating events will increase as well. This traffic will include not only automobiles for people surveying the venue, but delivery trucks for food, tents, portable toilets, event trash collection, etc. It is plausible that if a vehicle has an accident on our easement affiliated property, then we could be potentially held liable. The County should not in good conscience impose such potential liability upon us by approving a for-profit use on our property, that benefits only one party, and to which we have not agreed.
- There is no County trash collection service on this private driveway; thus, residents are required to walk or drive our trash along the driveway to the terminus of Castlebridge Road. This is also where all the private driveway mailboxes are located. Having drivers unfamiliar with the neighborhood roadways and this private driveway will create unsafe conditions for pedestrians and for stopped vehicles at the beginning of the private driveway.
- There are no street lights (except at traffic circles) in the Riverwood and Gaither Hunt communities, which would be the only access routes to the Conditional Use commercial use barn. This area is extremely dark and remote, such that great caution is required even by those familiar with the community. There is no lighting on the private driveway. Visitors in this area, especially in the evening, will create increased safety concerns due to their unfamiliarity with the conditions. Alcohol served at these events will significantly increase safety concerns.
- Since the Adkinson's barn is at the terminus of the shared private driveway, any signage to direct visitors would be unsightly, and detract from the residential/rural nature of the neighborhood and surroundings, and potentially degrade property values.
- We and other property owners along the private driveway are also concerned about the intrusion of loud music, and lighting pollution, emanating from the commercial events, into the peaceful rural ambience of this community.

I thank you for your service to our County, and for your consideration of my objections related to CB9-2020.

With my best regards, and wishes for good health

Safdar Khwaja

President

SEHR Abodes LLC

412-512-3034