

CB9-2020

**Sayers, Margery**

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**From:** Jung, Deb  
**Sent:** Tuesday, June 2, 2020 10:38 AM  
**To:** Sayers, Margery  
**Subject:** FW: Testimony 6-1-20

*Deb Jung*

Council Chair, District 4  
3430 Court House Drive  
Ellicott City, MD 21043  
410-313-2001

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**From:** Pete&Dot <petedot1@verizon.net>  
**Sent:** Monday, June 1, 2020 6:02 PM  
**To:** Jung, Deb <djung@howardcountymd.gov>; Walsh, Elizabeth <ewalsh@howardcountymd.gov>; Yungmann, David <dyungmann@howardcountymd.gov>; Jones, Opel <ojones@howardcountymd.gov>; Rigby, Christiana <crigby@howardcountymd.gov>  
**Subject:** Testimony 6-1-20

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All,

I am not sure what happened to my sign up. I signed up last Friday during the work session. In any case, my testimony is below.

Testimony County Council 6-1-20

After listening to the rest of the meeting last Friday, I have the following comments:

1. Sang Oh said the easement agreement between the school and the Glenelg property owners is exclusive. It says so on the easement. He then continues, "Maisel Farm Lane is not an exclusive easement". It is used by multiple parties.
2. There is only 1 easement that runs through the school and down Maisel Farm Lane. There is no separate easement between Glenelg Manor landowners and the Country school that includes Maisel

Farm Lane that is not exclusive. The easement does say "exclusive" as San Oh pointed out. Therefore, it would seem to pass the "exclusive easement" test and would allow no setback required along Maisel Farm Lane as well as the section through the school.

3. Therefore, in order to protect the Maisel Farm Land, I think you should insert this sentence into every place in amendment 5 that the words "exclusive agreement" can be found, "And no other easements encumber the same land as the exclusive easement"
  - a. This takes out the "legal" interpretation of the word "exclusive" that many of us were finding very confusing.
  - b. This better protects Maisel Farm Lane and the landowners in that neighborhood in the future and does not leave open the interpretation of "exclusive".
  - c. I think we were all in agreement that the rights of Maisel Farm Lane landowners needed to be protected as they are nether the landowner nor the petitioner.
  - d. This hopefully Protects the property rights of other landowners throughout the county (that are not the petitioner or the landowner) that may have an easement for ingress/egress or utilities or whatever.
  - e. The sentence would be added to:
    - i. 131.O.D.5
    - ii. 131.O.D.6
    - iii. 131.O.F.2.f
4. Remove the words "Similar recorded instrument" every place that it has been inserted in Amendment 5.
  - a. Since no one has said what those "similar recorded instruments" are, leaving this in there will certainly have "unintended Consequences".

Dottie DeCesare

## Sayers, Margery

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**From:** Jung, Deb  
**Sent:** Tuesday, June 2, 2020 10:38 AM  
**To:** Sayers, Margery  
**Subject:** FW: CB-9 2020 Glenelg Manor Estates Pipe stem Owner

*Deb Jung*

Council Chair, District 4  
3430 Court House Drive  
Ellicott City, MD 21043  
410-313-2001

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**From:** Cecilia Selbrede <cselbrede@verizon.net>  
**Sent:** Monday, June 1, 2020 6:08 PM  
**Cc:** Walsh, Elizabeth <ewalsh@howardcountymd.gov>; Jung, Deb <djung@howardcountymd.gov>  
**Subject:** RE: CB-9 2020 Glenelg Manor Estates Pipe stem Owner

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Dear Council Members,

Thank you for your time today. One issue to consider is that Mr. Sang Oh was at the last work session on Friday and according to him he has 20 years of property law experience. Yet when we were struggling to understand “exclusive easement” he said nothing. That was a golden opportunity to have him explain the terms to us. Is he available to explain what he has in mind so it can be defined in the bill?

Stay well.  
With Regards,  
Cecilia Selbrede

Cecilia DeSilva Selbrede  
703-300-2546 (mobile)  
[cselbrede@verizon.net](mailto:cselbrede@verizon.net)

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**From:** Cecilia Selbrede <[cselbrede@verizon.net](mailto:cselbrede@verizon.net)>

**Sent:** Friday, May 29, 2020 3:09 PM

**To:** 'dyungmann@howardcountymd.gov' <[dyungmann@howardcountymd.gov](mailto:dyungmann@howardcountymd.gov)>; 'djung@howardcountymd.gov' <[djung@howardcountymd.gov](mailto:djung@howardcountymd.gov)>

**Cc:** 'ewalsh@howardcountymd.gov' <[ewalsh@howardcountymd.gov](mailto:ewalsh@howardcountymd.gov)>; 'mrharris@howardcountymd.gov' <[mrharris@howardcountymd.gov](mailto:mrharris@howardcountymd.gov)>; 'ojones@howardcountymd.gov' <[ojones@howardcountymd.gov](mailto:ojones@howardcountymd.gov)>; 'ndvorak@howardcountymd.gov' <[ndvorak@howardcountymd.gov](mailto:ndvorak@howardcountymd.gov)>; 'crigby@howardcountymd.gov' <[crigby@howardcountymd.gov](mailto:crigby@howardcountymd.gov)>; 'ffacchine@howardcountymd.gov' <[ffacchine@howardcountymd.gov](mailto:ffacchine@howardcountymd.gov)>; 'ggick@howardcountymd.gov' <[ggick@howardcountymd.gov](mailto:ggick@howardcountymd.gov)>; 'kknights@howardcountymd.gov' <[kknights@howardcountymd.gov](mailto:kknights@howardcountymd.gov)>

**Subject:** CB-9 2020 Glenelg Manor Estates Pipestem Owner

Dear Council Members,

Thank you for your time today and for hosting the work session to hear from the landowners. We do appreciate your efforts in the current stressful climate.

The issue that is still most concerning to us is that Mr. Yungmann and anyone else who supports the bill, finds it acceptable that the owner of the land will not be given basic procedural Due Process in the form of Notice. The liability of the landowner does not change and yet they would have no notice of what is occurring on their land.

With Regards,  
Cecilia and Craig Selbrede

Cecilia DeSilva Selbrede  
703-300-2546 (mobile)  
[cselbrede@verizon.net](mailto:cselbrede@verizon.net)

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**From:** Cecilia Selbrede <[cselbrede@verizon.net](mailto:cselbrede@verizon.net)>

**Sent:** Thursday, April 9, 2020 12:11 PM

**To:** 'dyungmann@howardcountymd.gov' <[dyungmann@howardcountymd.gov](mailto:dyungmann@howardcountymd.gov)>; 'djung@howardcountymd.gov' <[djung@howardcountymd.gov](mailto:djung@howardcountymd.gov)>

**Cc:** 'ewalsh@howardcountymd.gov' <[ewalsh@howardcountymd.gov](mailto:ewalsh@howardcountymd.gov)>; 'mrharris@howardcountymd.gov' <[mrharris@howardcountymd.gov](mailto:mrharris@howardcountymd.gov)>; 'ojones@howardcountymd.gov' <[ojones@howardcountymd.gov](mailto:ojones@howardcountymd.gov)>;

'ndvorak@howardcountymd.gov' <[ndvorak@howardcountymd.gov](mailto:ndvorak@howardcountymd.gov)>; 'crigby@howardcountymd.gov' <[crigby@howardcountymd.gov](mailto:crigby@howardcountymd.gov)>; 'ffacchine@howardcountymd.gov' <[ffacchine@howardcountymd.gov](mailto:ffacchine@howardcountymd.gov)>; 'ggick@howardcountymd.gov' <[ggick@howardcountymd.gov](mailto:ggick@howardcountymd.gov)>; 'kknight@howardcountymd.gov' <[kknight@howardcountymd.gov](mailto:kknight@howardcountymd.gov)>

**Subject:** CB-9 Glenelg Manor Estates Pipestem Owner

Mr. Yungmann,

As a follow-up to the CB-9, it has come to my attention that you believe the pipestem-owners of Glenelg Manor Estates do not care about the issues of the Glenelg Country School and the ramifications of the Country School taking control over our land with neither notice nor permission from us the landowners. It is astounding to me that a logical person could arrive at that decision. We have shown up as much as possible at hearings, work sessions, and other gatherings. In fact, you have strolled right by our group at these gatherings without so much as a “good evening”, as you walked directly to engage with Mr. Oh and the Country School trustees. Clearly, your interests align with the power and money in the county not with the homeowners.

As a voting member of the Republican Party, I am appalled at your blatant disregard for the rights of a landowners. In fact, your position on CB-9 runs counter to your rhetoric on many other bills where you purport to champion the rights of the landowners. I shall not make the mistake of voting for you again.

I can only hope your fellow councilmembers have the foresight to see what an immense Due Process violation there is in allowing such a bill to go forward. I am quite sure that if either you or the Glenelg Country School trustees had an easement on your land, the result of this bill would be drastically different.

With Regards,

Cecilia DeSilva Selbrede, Esq.

12851 Folly Quarter Road

703-300-2546 (mobile)

[cselbrede@verizon.net](mailto:cselbrede@verizon.net)

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## Sayers, Margery

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**From:** LISA MARKOVITZ <lmarkovitz@comcast.net>  
**Sent:** Friday, May 29, 2020 6:53 PM  
**To:** CouncilMail  
**Subject:** CB9 work session notes  
**Attachments:** cb9.docx

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

The People's Voice will not be testifying "in person" at the virtual public hearing on Monday. We have already given testimony on CB9. I greatly appreciate the opportunity to be heard at today's work session. Attached are notes on open issues of concern on CB9. Good luck with the amendments and addressing of concerns. Thank you and stay well.

Sincerely,  
Lisa Markovitz

Lisa Markovitz, President The Peoples Voice

Work Session statements on CB9-2020

May 29, 2020

Amendment 4 to Council Bill 9-2020 is an important attempt to focus specificity on what is allowed to be deemed the equivalent of permission of an easement owner to have a conditional use apply to an easement. If that cannot pass, and Amendment 5 is preferred, there needs to be the same degree of specificity in applying that permission equivalence issue.

Main points of continued concern:

1. EASEMENT OWNER PERMISSION –

Any language in the Bill referring to what documentation is going to be allowed to suffice (or determined to suffice by the Hearing Examiner) as proof of easement owner permission for conditional uses, must be specifically defined and not include broad terms like “other documents”. Any editing of this language in the Bill must be carefully duplicated so as the Hearing Examiner review portion of the legislation has the exact same language and labels.

Currently, the language regarding the Hearing Examiner’s ability to review and decide if an easement includes the conditional use allowance on its face, does not clearly indicate the finding is a requirement, but should be and not just an allowance. “SHALL proceed” with the hearing if determination is made, is not the same as “SHALL decide” on the easement clearly allowing the use specifically. This language should be as clear as possible so as not to allow pressure from attorneys on the Hearing Examiner to have unclear references apply or have general use statements be determined to equate to allowance of a different use. The only appropriate “other document” other than a clear indication of conditional use specific allowance in the easement, to prove owner agreement, is an actual signed owner agreement.

2. NOTICE ISSUES –

Any desire to accommodate the concern regarding not being able to find easement owners to sign permission, or receive notice, should not be addressed by changing communication requirements. The only consideration to this concern should be made by implementing something AFTER a period of non-response from the easement or abutting property owner, after defined communication requirements are stated as having occurred.

3. SETBACKS –

It is appreciated to pay special attention to combining the requirement of the same ownership of abutting property along with exclusive easement holding in order to diminish or eliminate setbacks. It is not rare for easements to be held, across the County, by single persons or entities.

#### 4. SPOT ZONING CONCERNS –

The Council cannot address every possible disagreement that might be litigated between petitioners and opponents, via legislation. If the legislation would apply to even a handful of properties, it is not spot zoning and focusing effects on a smaller group of properties is commendable and needed. Any litigation burden that may arise from a dispute should be considered in legislation erring on the side of leaving the burden to the petitioner to obtain and prove permission of changes to property uses by easement owners.

When it comes to protecting property rights, it is far more just to protect the property owner who could have an unjust change made to the uses on their property, that are expensive if not impossible to overturn, versus having a proposed change take longer or cost more to enforce. These both would be rare occurrences, and the notion that a petitioner would never pursue a disallowed use is not a reliable protection.

Thank you,

Lisa Markovitz



## Sayers, Margery

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**From:** Alan Schneider <ajs333@aol.com>  
**Sent:** Friday, May 29, 2020 12:49 PM  
**To:** CouncilMail  
**Subject:** CB9 Amendments Necessary.

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Council Chair and Council Members.

Subject CB9 is fixable. If not fixed by amendments it must not be adopted.

Conditional Uses and Variances are used to avoid promises made in Howard County's General Plan. CB9 DOES NOT fix those ongoing problems. Examples are far too numerous list at this time, but if you do not know some of them please contact me.

**Problem 1** is the wording "to allow the Hearing Authority to grant". That does NOT work because there are NO criteria. If a lawyer comes up with ANY precedent or other example, the lawyer will persuasively argue (without input from citizens who have "no standing") that the Hearing Officer MUST grant the variance or conditional use (because a conditional use is "presumed" to be acceptable).

Fix: **ADD or Replace "allow"** with additional requirements (sometimes defined as "criteria") that any decision would explain how the decision fits the elements in the Howard County General Plan. The Hearing Authority would grant the authority only if it is a sensible decision for the future of the county based on the following criteria:

- • Maintaining and improving the quality of life in Howard County.
- • Protecting existing communities
- • Preserving the sustainable Howard County values
- • Response explaining why community input is not incorporated into the decision.
- • Orderly growth that will not create unfunded county responsibilities including traffic, schools, hospital, police, fire, and other social services funded by taxpayers.
- • Preservation of agricultural, historical, and open space.

**Problem 2:** Require conditions to be integral to the decision and enforceable by any resident or civic organization.

Thank you for your consideration.

Alan Schneider  
Clarksville, Md