

County Council Of Howard County, Maryland

2020 Legislative Session

Legislative Day No. 10

Resolution No. 107-2020

Introduced by: The Chairperson at the request of the County Executive

A RESOLUTION authorizing the execution of a First Amendment to a Development Rights and Responsibilities Agreement by and between Camilla Carroll and Philip D. Carroll and Howard County, Maryland in accordance Title 16, Subtitle 17 of the Howard County Code.

Introduced and read first time July 6, 2020.

By order Signature on Unrolled Copy
Diane Schwartz Jones, Administrator

Read for a second time at a public hearing on 7/20/20, 2020.

By order [Signature]
Diane Schwartz Jones, Administrator

This Resolution was read the third time and was Adopted___, Adopted with amendments X, Failed___, Withdrawn___, by the County Council on September 8, 2020.

Certified By [Signature]
Diane Schwartz Jones, Administrator

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment.

1 **WHEREAS**, Sections 7-301, *et. seq.*, of the Land Use Article of the Maryland
2 Annotated Code grants Howard County the authority to establish procedures and
3 requirements for the consideration and execution of Development Rights and
4 Responsibilities Agreements; and

5

6 **WHEREAS**, by passage of Council Resolution No. 103-2010, the County
7 Council approved a Development Rights and Responsibilities Agreement (the
8 “Agreement”) between Camilla Carroll and Philip D. Carroll (collectively, the
9 “Carrolls”) and Howard County; and

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11 **WHEREAS**, per Section 9.2A of the Agreement, the Agreement will terminate
12 and be void on September 23, 2020, unless extended or terminated sooner; and

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14 **WHEREAS**, Sections 16.1700 *et seq.* of the Howard County Code sets forth
15 procedures to amend previously executed Development Rights and Responsibilities
16 Agreements; and

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18 **WHEREAS**, on or about March 23, 2020, the Carrolls petitioned the County
19 Executive to negotiate a First Amendment to Development Rights and Responsibilities
20 Agreement (the “First Amendment”), substantially in the form attached as Exhibit 1, and
21 the petition included key elements of the First Amendment; and

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23 **WHEREAS**, the County Executive reviewed the Petition and initiated the
24 negotiation process; and

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26 **WHEREAS**, the First Amendment extends the term of the Agreement for five
27 years until September 23, 2025; and

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29 **WHEREAS**, in several instances, the First Amendment also updates language in
30 sections 6.1, 6.2, 2.6, 2.7, 9.1, 9.6, 9.7, 9.10 and 9.14 of the Agreement to incorporate
31 references to the First Amendment; and

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WHEREAS, new sections 1.6, 2.6, and 2.7 are added by the First Amendment;
and

WHEREAS, a presubmission community meeting as required by Section 19.701(b) of the County Code was held on May 23, 2019; and

WHEREAS, at a public meeting held on July 2, 2020, the Planning Board determined that the First Amendment was consistent with PlanHoward2030, the County's General Plan, and a copy of the Planning Board report is attached to the First Amendment; and

WHEREAS, a public hearing has been held before the County Council on this Resolution; and

WHEREAS, the criteria set forth in Title 16, Subtitle 17 of the Howard County Code have been met and the County Executive may execute the First Amendment to the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Howard County, Maryland this 8th day of September, 2020 that the First Amendment to Development Rights and Responsibilities Agreement, substantially in the form attached as Exhibit 1, having met the criteria set forth in Title 16, Subtitle 17 of the Howard County Code is hereby approved.

AND BE IT FURTHER RESOLVED, that the County Executive is hereby authorized to execute the First Amendment to Development Rights and Responsibilities Agreement in the name of and on behalf of the County.

**FIRST AMENDMENT TO
DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT (this "Amendment"), is made as of the _____ day of _____, 2020 (the "Effective Date"), by and among CAMILLA CARROLL and PHILIP D. CARROLL, individuals (collectively, "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 amend previously executed Development Rights and Responsibilities Agreements.

3. The Parties hereto are parties to that certain Development Rights and Responsibilities Agreement dated September 23, 2010 and recorded among the Land Records of Howard County, Maryland (the "Land Records") in Liber 12722, folio 248 (the "Existing DRRA") regarding certain real property more particularly described and identified in the Existing DRRA.

4. Section 16.1701 of the County Ordinance provides the procedure for amending previously executed Development Rights and Responsibilities Agreements such as the Existing DRRA.

5. Additionally, Section 9.4 of the Existing DRRA provides that the Parties may amend the Existing DRRA "by mutual 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."

6. Section 9.2.A of the Existing DRRA provides that the Existing DRRA "shall terminate and be void on the tenth (10th) anniversary of the Effective Date of [the Existing DRRA], unless extended by an amendment to [the Existing DRRA] complying with all procedures required in [the Existing DRRA], the County Ordinance and Maryland Law"

7. The Parties desire to extend the term of the Existing DRRA for an additional

period of five (5) years.

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

9. On or about _____, 2020, Petitioner petitioned Howard County to enter into this Amendment.

10. On or about _____, 2020, Howard County reviewed this Amendment and determined to accept this Amendment and to initiate the process of considering an amendment to the Existing DRRA.

11. This Amendment was negotiated between Petitioner and the Howard County Executive.

12. A pre-submission community meeting regarding this Amendment was conducted in accordance with the requirements of the County Ordinance and Howard County law on May 23, 2019.

13. This Amendment was referred to the Howard County Planning Board (the "Planning Board") for an advisory determination of whether this Amendment is consistent with Howard County's general plan, PlanHoward 2030 (the "General Plan"). At a public meeting held on _____, 2020, the Planning Board determined that this Amendment was consistent with the General Plan. The recommendation of the Planning Board is attached hereto and incorporated herein by reference as Exhibit A.

14. On _____, 2020, the Howard County Council held a duly advertised public hearing on this Amendment in accordance with Howard County law, and approved this Amendment on _____, 2020 by Council Resolution _____.

NOW, THEREFORE, in consideration of the foregoing recitals, which are not merely prefatory but are hereby incorporated into and made a part of this Amendment, 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

AMENDMENT

1.1 Term. Section 9.2.A of the Existing DRRA is hereby deleted in its entirety

and is hereby replaced as follows:

“A. This Agreement shall constitute covenants running with the land and shall run with and bind the Property. This Agreement shall terminate and be void on September 23, 2025, unless extended by an amendment to this Agreement complying with all procedures required in this Agreement, the County Ordinance and Maryland Law or in accordance with Section 8.4 above or unless terminated by agreement of the Parties or as permitted by law.”

1.2 Nature, Survival, and Transfer of Obligations. The Parties agree that this Amendment shall run with the land and be binding upon and inure to the benefit of Petitioner and their respective heirs, successors and assigns, and upon any and all successor owners of record of all or any portion of the Property (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 Amendment and the obligations created by it, Petitioner agrees that they shall:

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

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

C. Prior to the transfer of all or any portion of the Property (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 Amendment.

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

1.4 Regulation and Master Plan Consistency. Howard County has determined that this Amendment is consistent with the General Plan. The Planning Board has determined that this Amendment is consistent with the General Plan.

1.5 Public Health, Safety and Welfare. Howard County has determined that the terms and provisions of this Amendment will ensure that the public health, safety and welfare of the residents of Howard County are protected.

1.6 Ratification. The Parties hereby ratify and confirm all of the terms and

provisions of the Existing DRRA and acknowledge and agree that all of the terms and provisions of the Existing DRRA remain in full force and effect, except as otherwise expressly and specifically modified and amended by the terms and provisions of this Amendment. In the event of any conflict between the terms and provisions of the Existing DRRA, and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

ARTICLE II MISCELLANEOUS

2.1 Time of Essence. Time is of the essence in the performance of all terms and provisions of this Amendment.

2.2 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 Amendment and agree not to challenge this Amendment 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 Amendment on its behalf have been properly authorized to do so.

2.3 Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Maryland.

2.4 Severability. In case any one or more of the provisions contained in this Amendment 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 this Amendment, and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Amendment.

2.5 No Third Party Beneficiary Status. The Parties specifically agree that this Amendment 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 Amendment.

2.6 Recitals. The Parties acknowledge and agree that the recitals to this Amendment are true and correct, and such recitals are incorporated herein by reference.

2.7 Defined Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings given such terms in the Existing DRRA.

[Signatures on Following Pages]

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

WITNESS/ATTEST:

Camilla Carroll (SEAL)

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared CAMILLA CARROLL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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:

Philip D. Carroll (SEAL)

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2020, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared PHILIP D. CARROLL, 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.

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 _____ 2020.

Gary W. Kuc
County Solicitor

STATE OF MARYLAND, _____ COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2020, 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 Amendment to be the act of the County and that he executed the foregoing Amendment 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.

Upon Recordation Please Return To:

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

EXHIBIT A

PLANNING BOARD RECOMMENDATION

See attached.

**FIRST AMENDMENT TO
DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT (this "Amendment"), is made as of the ____ day of _____, 2020 (the "Effective Date"), by and among CAMILLA CARROLL and PHILIP D. CARROLL, individuals (collectively, "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 amend previously executed Development Rights and Responsibilities Agreements.

3. The Parties hereto are parties to that certain Development Rights and Responsibilities Agreement dated September 23, 2010 and recorded among the Land Records of Howard County, Maryland (the "Land Records") in Liber 12722, folio 248 (the "Existing DRRA") regarding certain real property more particularly described and identified in the Existing DRRA.

4. Section 16.1701 of the County Ordinance provides the procedure for amending previously executed Development Rights and Responsibilities Agreements such as the Existing DRRA.

5. Additionally, Section 9.4 of the Existing DRRA provides that the Parties may amend the Existing DRRA "by mutual 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."

6. Section 9.2.A of the Existing DRRA provides that the Existing DRRA "shall terminate and be void on the tenth (10th) anniversary of the Effective Date of [the Existing DRRA], unless extended by an amendment to [the Existing DRRA] complying with all procedures required in [the Existing DRRA], the County Ordinance and Maryland Law"

7. Section 9.2 of the Existing DRRA shall be amended to include the following:

C. Notwithstanding anything in this Agreement to the contrary, the obligations of the

Carrolls under this Agreement shall survive the termination of this Agreement and the covenants of the Carrolls under this Agreement shall be set forth in a covenant to the County and to be recorded within sixty (60) days following execution of this Amendment and shall run with and be binding upon the Site and inure to the benefit of the Carrolls and the County and their respective heirs, successors and assigns, including but not limited to Sections 2.3, 3.1, 3.2, and 4.3.

8. The Parties desire to extend the term of the Existing DRRA for an additional period of five (5) years.

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

10. On or about _____, 2020, Petitioner petitioned Howard County to enter into this Amendment.

11. On or about _____, 2020, Howard County reviewed this Amendment and determined to accept this Amendment and to initiate the process of considering an amendment to the Existing DRRA.

12. This Amendment was negotiated between Petitioner and the Howard County Executive.

13. A pre-submission community meeting regarding this Amendment was conducted in accordance with the requirements of the County Ordinance and Howard County law on May 23, 2019.

14. This Amendment was referred to the Howard County Planning Board (the "Planning Board") for an advisory determination of whether this Amendment is consistent with Howard County's general plan, PlanHoward 2030 (the "General Plan"). At a public meeting held on _____, 2020, the Planning Board determined that this Amendment was consistent with the General Plan. The recommendation of the Planning Board is attached hereto and incorporated herein by reference as **Exhibit A**.

15. On _____, 2020, the Howard County Council held a duly advertised public hearing on this Amendment in accordance with Howard County law, and approved this Amendment on _____, 2020 by Council Resolution _____.

NOW, THEREFORE, in consideration of the foregoing recitals, which are not merely prefatory but are hereby incorporated into and made a part of this Amendment,

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

AMENDMENT

1.1 Term. Section 9.2.A of the Existing DRRA is hereby deleted in its entirety and is hereby replaced as follows:

“A. This Agreement shall constitute covenants running with the land and shall run with and bind the Property. This Agreement shall terminate and be void on September 23, 2025, unless extended by an amendment to this Agreement complying with all procedures required in this Agreement, the County Ordinance and Maryland Law or in accordance with Section 8.4 above or unless terminated by agreement of the Parties or as permitted by law.

Notwithstanding anything in this Agreement to the contrary, the obligations of the Carrolls under this Agreement shall survive the termination of this Agreement and the covenants of the Carrolls under this Agreement shall be set forth in a covenant to the County and to be recorded within sixty (60) days following execution of this Amendment and shall run with and be binding upon the Site and inure to the benefit of the Carrolls and the County and their respective heirs, successors and assigns, including but not limited to Sections 2.3, 3.1, 3.2, and 4.3.”

1.2 Nature, Survival, and Transfer of Obligations. The Parties agree that this Amendment shall run with the land and be binding upon and inure to the benefit of Petitioner and their respective heirs, successors and assigns, and upon any and all successor owners of record of all or any portion of the Property (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 Amendment and the obligations created by it, Petitioner agrees that they shall:

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

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

C. Prior to the transfer of all or any portion of the Property (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 Amendment.

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

1.4 Regulation and Master Plan Consistency. Howard County has determined that this Amendment is consistent with the General Plan. The Planning Board has determined that this Amendment is consistent with the General Plan.

1.5 Public Health, Safety and Welfare. Howard County has determined that the terms and provisions of this Amendment will ensure that the public health, safety and welfare of the residents of Howard County are protected.

1.6 Ratification. The Parties hereby ratify and confirm all of the terms and provisions of the Existing DRRA and acknowledge and agree that all of the terms and provisions of the Existing DRRA remain in full force and effect, except as otherwise expressly and specifically modified and amended by the terms and provisions of this Amendment. In the event of any conflict between the terms and provisions of the Existing DRRA, and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

ARTICLE II MISCELLANEOUS

2.1 Time of Essence. Time is of the essence in the performance of all terms and provisions of this Amendment.

2.2 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 Amendment and agree not to challenge this Amendment 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 Amendment on its behalf have been properly authorized to do so.

2.3 Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Maryland.

2.4 Severability. In case any one or more of the provisions contained in this Amendment 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 this Amendment, and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Amendment.

2.5 No Third Party Beneficiary Status. The Parties specifically agree that this Amendment 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 Amendment.

2.6 Recitals. The Parties acknowledge and agree that the recitals to this Amendment are true and correct, and such recitals are incorporated herein by reference.

2.7 Defined Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings given such terms in the Existing DRRA.

[Signatures on Following Pages]

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

WITNESS/ATTEST:

Camilla Carroll (SEAL)

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared CAMILLA CARROLL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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:

Philip D. Carroll (SEAL)

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared PHILIP D. CARROLL, 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.

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 _____ 2020.

Gary W. Kuc
County Solicitor

STATE OF MARYLAND, _____ COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2020, 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 Amendment to be the act of the County and that he executed the foregoing Amendment 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.

Upon Recordation Please Return To:

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

EXHIBIT A

PLANNING BOARD RECOMMENDATION

See attached.

1 **CAMILLA CARROLL AND** * **BEFORE THE**
 2 **PHILIP D. CARROLL** * **PLANNING BOARD OF**
 3 **PETITIONER** * **HOWARD COUNTY, MARYLAND**
 4 *
 5 **FIRST AMENDMENT TO THE** *
 6 **DOUGHOREGAN DEVELOPMENT** *
 7 **RIGHTS AND RESPONSIBILITIES** *
 8 **AGREEMENT** *

9 * * * * *

10 **MOTION:** *To recommend to the County Council that the First Amendment to the*
 11 *Doughoregan Development Rights and Responsibilities Agreement for the Camilla*
 12 *Carroll and Philip D. Carroll is consistent with the General Plan, PlanHoward*
 13 *2030.*

14 **ACTION:** *Recommended approval; Vote 4-0.*

15 * * * * *

16 On July 2, 2020, the Planning Board of Howard County, Maryland, considered the petition of Camilla
 17 Carroll and Philip D. Carroll for a First Amendment to the Doughoregan Development Rights and
 18 Responsibilities Agreement (DRRA) to extend the term by a period of five (5) years. The Planning Board
 19 considered the petition, the Department of Planning and Zoning (DPZ) Technical Staff Report and
 20 Recommendation and public testimony. DPZ recommended a finding of General Plan consistency between
 21 the First Amendment to the DRRA and PlanHoward 2030.

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 23 The Petitioner was represented by Sang Oh, Esquire. Mr. Oh provided a brief overview of the original
 24 DRRA, the provisions of the agreement that have been completed and the rationale for the First Amendment.
 25 One Board member asked what the consequences would be if the extension is not granted. Mr. Oh stated that
 26 provisions that have been implemented would not be undone but its not clear what the implications would be
 27 for those items not completed. It is possible they may not occur. Another Board member asked if the
 28 maintenance fund was essentially going for upkeep of the Carroll's home and Mr. Oh confirmed that was true.
 29 One Board member asked to confirm that the extension would continue to prohibit use of Burnside Drive for
 30 ingress and egress to the Westmount subdivision. Mr. Oh concurred that this provision would be maintained
 31 in the extension.

1 Testimony

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3 Six individuals provided public testimony on merits of the Development Rights and Responsibilities
4 Agreement First Amendment but did not address consistency with the General Plan.

5 Mr. Ilenda, having previously submitted written testimony on behalf of the Chateau Ridge community
6 group, provided testimony as a resident in support of the DRRRA extension. He cited the agreement to not use
7 Burnside Drive as a connecting street for the Westmount Subdivision as the reason for his support.

8 Mr. Guarneri provided testimony and spoke about the pre-submission meeting on May 23, 2019 and
9 that residents who attended expressed concerns about the Burnside Drive provision and traffic impacts.

10 Ms. Rollins provided testimony in favor of extending the DRRRA stating that she would prefer that
11 the conditions and agreements not be reevaluated.

12 Ms. Sorak stated that she had submitted written testimony in support of the extension. She asked
13 that the extension be set at ten years to give the project additional time for completion.

14 Mr. Hurewitz provided testimony to suggest that the focus of the Board decision should be on
15 answering the question of what is left to be completed under the terms of the current DRRRA. He asked about
16 what would happen if no action is taken on the extension.

17 Mr. Happel was the final person to provide testimony. He stated that his main concern was that the
18 five-year extension maintains the provision to prevent access from the Westmount Subdivision through
19 Burnside Drive. He indicated that he was in support of the extension.

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21 Board Discussion and Recommendation

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23 In work session, one Board member generally commented that they had no issues with recommending
24 the extension the DRRRA for approval, particularly after hearing from the community about Burnside Drive,
25 and especially those most directly affected.

26 One Board member stated that DRRRA's are typically very lengthy and complicated agreements.
27 While sometimes adjustments may need to be made, they didn't see any reason not to extend it another five
28 years.

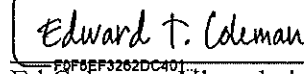
29 Based on the information presented, and the Board's discussion, Ms. Adler made a motion that the
30 Planning Board recommend finding the First Amendment to the Doughoregan Development Rights and
31 Responsibilities Agreement (DRRA) consistent with the General Plan. Mr. McAliley seconded the motion,
32 which passed 4-0.

1 For the foregoing reasons, the Planning Board of Howard County, Maryland, on this 24th day of July
2 2020, recommends to the County Council that First Amendment to the Development Rights and
3 Responsibilities Agreement, as described above, be APPROVED.

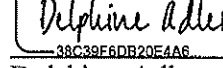
9 HOWARD COUNTY PLANNING BOARD

10 
DocuSigned by:

11 Erica Roberts, Chair
DocuSigned by:

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DocuSigned by:


13 Edward T. Coleman, Vice-chair
DocuSigned by:

14 
DocuSigned by:

15 Delphine Adler

16 Absent

17 Phillips Engelke
DocuSigned by:

18 
DocuSigned by:

19 Kevin McAuley

20 ATTEST:

21 
DocuSigned by:

22 Amy Gowan, Executive Secretary

Amendment 1 to Council Resolution No. 107-2020

BY: The Chairperson at the
request of the County Executive

Legislative Day No. 11
Date: July 29, 2020

Amendment No. 1

(This amendment inserts the Planning Board Recommendation as Exhibit A to the First Amendment to Development Rights and Responsibilities Agreement.)

- 1 Insert the Planning Board Recommendation as Exhibit A to the First Amendment to
- 2 Development Rights and Responsibilities Agreement, attached to the Resolution as Exhibit 1.

ADOPTED

9/8/20

FAILED

SIGNATURE

[Signature] 855

1 CAMILLA CARROLL AND * BEFORE THE
 2 PHILIP D. CARROLL * PLANNING BOARD OF
 3 PETITIONER * HOWARD COUNTY, MARYLAND
 4 *
 5 FIRST AMENDMENT TO THE *
 6 DOUGHOREGAN DEVELOPMENT *
 7 RIGHTS AND RESPONSIBILITIES *
 8 AGREEMENT *

9 * * * * *

10 MOTION: *To recommend to the County Council that the First Amendment to the*
 11 *Doughoregan Development Rights and Responsibilities Agreement for the Camilla*
 12 *Carroll and Philip D. Carroll is consistent with the General Plan, PlanHoward*
 13 *2030.*

14 ACTION: *Recommended approval; Vote 4-0.*

15 * * * * *

16 On July 2, 2020, the Planning Board of Howard County, Maryland, considered the petition of Camilla
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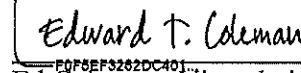
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1 For the foregoing reasons, the Planning Board of Howard County, Maryland, on this 24th day of July
2 2020, recommends to the County Council that First Amendment to the Development Rights and
3 Responsibilities Agreement, as described above, be APPROVED.
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9 HOWARD COUNTY PLANNING BOARD

10 
DocuSigned by:

11 Erica Roberts, Chair
DocuSigned by:

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DocuSigned by:


13 Edward T. Coleman, Vice-chair
DocuSigned by:

14 
DocuSigned by:

15 Delphine Adler

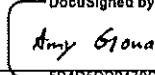
16 Absent

17 Phillips Engelke
DocuSigned by:

18 
DocuSigned by:

19 Kevin McAuley

20 ATTEST:

21 
DocuSigned by:

22 Amy Gowan, Executive Secretary
23

Amendment 2 to Council Resolution No. 107 - 2020

BY: Liz Walsh

Legislative Day 11

Date: July 29, 2020

Amendment No. 2

(Confirms the intent that certain obligations and covenants of Carrolls under the DRRA, including not to construct any roads that would connect the Site or any portion thereof to Burnside Drive, would survive the termination of the DRRA.)

1 On page 1 of 9 of Exhibit 1, after Recital number 6, insert the following:

2 “7. Section 9.2 of the Existing DRRA shall be amended to include the following:

3 C. Notwithstanding anything in this Agreement to the contrary, the obligations of the
4 Carrolls under this Agreement shall survive the termination of this Agreement and the
5 covenants of the Carrolls under this Agreement shall be set forth in a covenant to the
6 County and to be recorded within sixty (60) days following execution of this Amendment
7 and shall run with and be binding upon the Site and inure to the benefit of the Carrolls
8 and the County and their respective heirs, successors and assigns, including but not
9 limited to Sections 2.3, 3.1, 3.2, and 4.3.”.

10
11 On page 3 of 9 of Exhibit 1, in Section 1.1 at the end of the replacement language of
12 subsection A, following the period, insert the following:

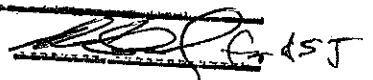
13
14 Notwithstanding anything in this Agreement to the contrary, the obligations of the
15 Carrolls under this Agreement shall survive the termination of this Agreement and the

ADOPTED

9/8/20

FAILED

SIGNATURE

 45J

1 covenants of the Carrolls under this Agreement shall be set forth in a covenant to the
2 County and to be recorded within sixty (60) days following execution of this Amendment
3 and shall run with and be binding upon the Site and inure to the benefit of the Carrolls
4 and the County and their respective heirs, successors and assigns, including but not
5 limited to Sections 2.3, 3.1, 3.2, and 4.3.”.

6
7 Renumber the sections accordingly.
8
9

Amendment 3 to Council Resolution No. 107 - 2020

BY: Liz Walsh

Legislative Day 11

Date: July 29, 2020

Amendment No. 3

(Requires that the County have right of first refusal to purchase all or part of the 94 acres surrounding the home or property otherwise, having cultural or historical significance.)

1 On page 1 of 9, of Exhibit 1, after Recital number 6, insert the following:

2 “7. Article IV of the Existing DRRA shall be amended to provide the County with a Right of
3 First Refusal to purchase: i) all or part of the Core, including any improvements located thereon;
4 or ii) any other portions of the Property that may be found to have historic significance,
5 including burial grounds or graves of enslaved persons.”.

6
7 Renumber the Recitals accordingly.

8
9 On page 2 of 9 of Exhibit 1, after 1.1 insert:

10 “Article IV of the Existing DRRA shall be amended to include the following:

11 4.4 Right of First Refusal.

12 4.4.1 Prior to any sale or conveyance of the Core, or any portion thereof, other
13 than through testate or intestate succession, the Carrolls, their heirs, successors
14 and assigns must first offer such property to the County as a Right of First Refusal
15 to purchase all or part of the Core at the lesser of any pending offer that is
16 proposed to be accepted, or upon commercially reasonable terms.

ADOPTED _____
FAILED 9/8/20
SIGNATURE [Signature] ASJ

1 4.4.2 Prior to any sale or conveyance, other than conveyance through testate or
2 intestate succession, of any other portions of the Property that may be found to
3 have historic significance, including burial grounds or graves of enslaved persons,
4 the Carrolls, their heirs, successors and assigns must first offer such Property, or
5 portions thereof, to the County as a Right of First Refusal to purchase at the lesser
6 of any pending offer that is proposed to be accepted, or upon commercially
7 reasonable terms.

8 4.4.3 This Right of First Refusal must be recorded in the Land Records for
9 Howard County within sixty days following execution of this Amendment.”.

10
11 Renumber the section accordingly.

County Council Of Howard County, Maryland

2020 Legislative Session

Legislative Day No 10

Resolution No. 107-2020

Introduced by: The Chairperson at the request of the County Executive

A RESOLUTION authorizing the execution of a First Amendment to a Development Rights and Responsibilities Agreement by and between Camilla Carroll and Philip D. Carroll and Howard County, Maryland in accordance Title 16, Subtitle 17 of the Howard County Code.

Introduced and read first time July 6, 2020.

By order Diane Schwartz Jones
Diane Schwartz Jones, Administrator

Read for a second time at a public hearing on _____, 2020.

By order _____
Diane Schwartz Jones, Administrator

This Resolution was read the third time and was Adopted____, Adopted with amendments____, Failed____, Withdrawn____, by the County Council on _____, 2020.

Certified By _____
Diane Schwartz Jones, Administrator

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment.

1 **WHEREAS**, Sections 7-301, *et. seq.*, of the Land Use Article of the Maryland
2 Annotated Code grants Howard County the authority to establish procedures and
3 requirements for the consideration and execution of Development Rights and
4 Responsibilities Agreements; and

5
6 **WHEREAS**, by passage of Council Resolution No. 103-2010, the County
7 Council approved a Development Rights and Responsibilities Agreement (the
8 “Agreement”) between Camilla Carroll and Philip D. Carroll (collectively, the
9 “Carrolls”) and Howard County; and

10
11 **WHEREAS**, per Section 9.2A of the Agreement, the Agreement will terminate
12 and be void on September 23, 2020, unless extended or terminated sooner; and

13
14 **WHEREAS**, Sections 16.1700 *et seq.* of the Howard County Code sets forth
15 procedures to amend previously executed Development Rights and Responsibilities
16 Agreements; and

17
18 **WHEREAS**, on or about March 23, 2020, the Carrolls petitioned the County
19 Executive to negotiate a First Amendment to Development Rights and Responsibilities
20 Agreement (the “First Amendment”), substantially in the form attached as Exhibit 1, and
21 the petition included key elements of the First Amendment; and

22
23 **WHEREAS**, the County Executive reviewed the Petition and initiated the
24 negotiation process; and

25
26 **WHEREAS**, the First Amendment extends the term of the Agreement for five
27 years until September 23, 2025; and

28
29 **WHEREAS**, in several instances, the First Amendment also updates language in
30 sections 6.1, 6.2, 2.6, 2.7, 9.1, 9.6, 9.7, 9.10 and 9.14 of the Agreement to incorporate
31 references to the First Amendment; and

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WHEREAS, new sections 1.6, 2.6, and 2.7 are added by the First Amendment;

and

WHEREAS, a presubmission community meeting as required by Section 19.701(b) of the County Code was held on May 23, 2019; and

WHEREAS, at a public meeting held on July 2, 2020, the Planning Board determined that the First Amendment was consistent with PlanHoward2030, the County's General Plan, and a copy of the Planning Board report is attached to the First Amendment; and

WHEREAS, a public hearing has been held before the County Council on this Resolution; and

WHEREAS, the criteria set forth in Title 16, Subtitle 17 of the Howard County Code have been met and the County Executive may execute the First Amendment to the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Howard County, Maryland this ____ day of _____, 2020 that the First Amendment to Development Rights and Responsibilities Agreement, substantially in the form attached as Exhibit 1, having met the criteria set forth in Title 16, Subtitle 17 of the Howard County Code is hereby approved.

AND BE IT FURTHER RESOLVED, that the County Executive is hereby authorized to execute the First Amendment to Development Rights and Responsibilities Agreement in the name of and on behalf of the County.



**FIRST AMENDMENT TO
DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT (this "Amendment"), is made as of the _____ day of _____, 2020 (the "Effective Date"), by and among CAMILLA CARROLL and PHILIP D. CARROLL, individuals (collectively, "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 amend previously executed Development Rights and Responsibilities Agreements.

3. The Parties hereto are parties to that certain Development Rights and Responsibilities Agreement dated September 23, 2010 and recorded among the Land Records of Howard County, Maryland (the "Land Records") in Liber 12722, folio 248 (the "Existing DRRA") regarding certain real property more particularly described and identified in the Existing DRRA.

4. Section 16.1701 of the County Ordinance provides the procedure for amending previously executed Development Rights and Responsibilities Agreements such as the Existing DRRA.

5. Additionally, Section 9.4 of the Existing DRRA provides that the Parties may amend the Existing DRRA "by mutual 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."

6. Section 9.2.A of the Existing DRRA provides that the Existing DRRA "shall terminate and be void on the tenth (10th) anniversary of the Effective Date of [the Existing DRRA], unless extended by an amendment to [the Existing DRRA] complying with all procedures required in [the Existing DRRA], the County Ordinance and Maryland Law"

7. The Parties desire to extend the term of the Existing DRRA for an additional

period of five (5) years.

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

9. On or about _____, 2020, Petitioner petitioned Howard County to enter into this Amendment.

10. On or about _____, 2020, Howard County reviewed this Amendment and determined to accept this Amendment and to initiate the process of considering an amendment to the Existing DRRA.

11. This Amendment was negotiated between Petitioner and the Howard County Executive.

12. A pre-submission community meeting regarding this Amendment was conducted in accordance with the requirements of the County Ordinance and Howard County law on May 23, 2019.

13. This Amendment was referred to the Howard County Planning Board (the "Planning Board") for an advisory determination of whether this Amendment is consistent with Howard County's general plan, Plan Howard 2030 (the "General Plan"). At a public meeting held on _____, 2020, the Planning Board determined that this Amendment was consistent with the General Plan. The recommendation of the Planning Board is attached hereto and incorporated herein by reference as Exhibit A.

14. On _____, 2020, the Howard County Council held a duly advertised public hearing on this Amendment in accordance with Howard County law, and approved this Amendment on _____, 2020 by Council Resolution _____.

NOW, THEREFORE, in consideration of the foregoing recitals, which are not merely prefatory but are hereby incorporated into and made a part of this Amendment, 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

AMENDMENT

1.1 Term. Section 9.2.A of the Existing DRRA is hereby deleted in its entirety

and is hereby replaced as follows:

"A. This Agreement shall constitute covenants running with the land and shall run with and bind the Property. This Agreement shall terminate and be void on September 23, 2025, unless extended by an amendment to this Agreement complying with all procedures required in this Agreement, the County Ordinance and Maryland Law or in accordance with Section 8.4 above or unless terminated by agreement of the Parties or as permitted by law."

1.2 Nature, Survival, and Transfer of Obligations. The Parties agree that this Amendment shall run with the land and be binding upon and inure to the benefit of Petitioner and their respective heirs, successors and assigns, and upon any and all successor owners of record of all or any portion of the Property (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 Amendment and the obligations created by it, Petitioner agrees that they shall:

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

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

C. Prior to the transfer of all or any portion of the Property (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 Amendment.

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

1.4 Regulation and Master Plan Consistency. Howard County has determined that this Amendment is consistent with the General Plan. The Planning Board has determined that this Amendment is consistent with the General Plan.

1.5 Public Health, Safety and Welfare. Howard County has determined that the terms and provisions of this Amendment will ensure that the public health, safety and welfare of the residents of Howard County are protected.

1.6 Ratification. The Parties hereby ratify and confirm all of the terms and

provisions of the Existing DRRA and acknowledge and agree that all of the terms and provisions of the Existing DRRA remain in full force and effect, except as otherwise expressly and specifically modified and amended by the terms and provisions of this Amendment. In the event of any conflict between the terms and provisions of the Existing DRRA, and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

ARTICLE II MISCELLANEOUS

2.1 Time of Essence. Time is of the essence in the performance of all terms and provisions of this Amendment.

2.2 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 Amendment and agree not to challenge this Amendment 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 Amendment on its behalf have been properly authorized to do so.

2.3 Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Maryland.

2.4 Severability. In case any one or more of the provisions contained in this Amendment 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 this Amendment, and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Amendment.

2.5 No Third Party Beneficiary Status. The Parties specifically agree that this Amendment 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 Amendment.

2.6 Recitals. The Parties acknowledge and agree that the recitals to this Amendment are true and correct, and such recitals are incorporated herein by reference.

2.7 Defined Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings given such terms in the Existing DRRA.

[Signatures on Following Pages]

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

WITNESS/ATTEST:

Camilla Carroll (SEAL)

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared CAMILLA CARROLL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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:

Philip D. Carroll (SEAL)

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared PHILIP D. CARROLL, 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.

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 _____ 2020.

Gary W. Kuc
County Solicitor

STATE OF MARYLAND, _____ COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2020, 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 Amendment to be the act of the County and that he executed the foregoing Amendment 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.

Upon Recordation Please Return To:

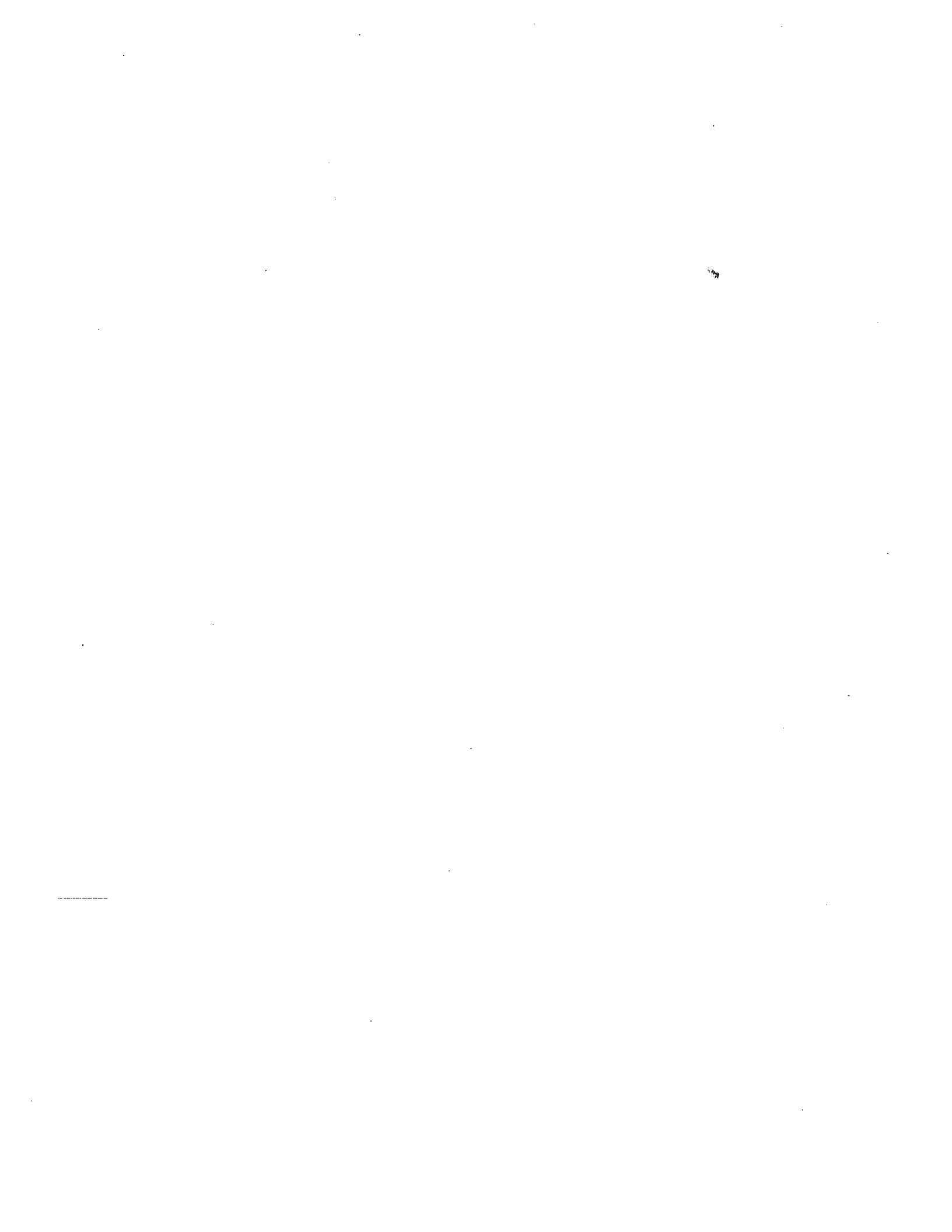
Sang W. Oh, Esq.
Talkin & Oh, LLP
5100 Dorsey Hall Drive
Ellicott City, Maryland 21042

EXHIBIT A

PLANNING BOARD RECOMMENDATION

See attached.





Amendment 1 to Council Resolution No. 107-2020

BY: The Chairperson at the
request of the County Executive

Legislative Day No. 11
Date: July 29, 2020

Amendment No. 1

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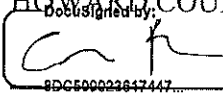
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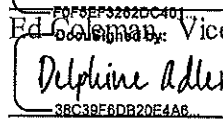
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9 HOWARD COUNTY PLANNING BOARD

10 
DocuSigned by:
Erica Roberts, Chair

11 
DocuSigned by:
Edward T. Coleman

12 
DocuSigned by:
Delphine Adler

13 Ed Coleman, Vice-chair
14 Delphine Adler
15 Delphine Adler
16 Absent

17 
DocuSigned by:
Kevin McAuley

18
19
20 ATTEST:

21 
DocuSigned by:
Amy Gowan

22 Amy Gowan, Executive Secretary
23

Amendment 2 to Council Resolution No. 107 - 2020

BY: Liz Walsh

Legislative Day 11

Date: July 29, 2020

Amendment No. 2

(Confirms the intent that certain obligations and covenants of Carrolls under the DRRA, including not to construct any roads that would connect the Site or any portion thereof to Burnside Drive, would survive the termination of the DRRA.)

1 On page 1 of 9 of Exhibit 1, after Recital number 6, insert the following:

2 “7. Section 9.2 of the Existing DRRA shall be amended to include the following:

3 C. Notwithstanding anything in this Agreement to the contrary, the obligations of the
4 Carrolls under this Agreement shall survive the termination of this Agreement and the
5 covenants of the Carrolls under this Agreement shall be set forth in a covenant to the
6 County and to be recorded within sixty (60) days following execution of this Amendment
7 and shall run with and be binding upon the Site and inure to the benefit of the Carrolls
8 and the County and their respective heirs, successors and assigns, including but not
9 limited to Sections 2.3, 3.1, 3.2, and 4.3.”.

10
11 On page 3 of 9 of Exhibit 1, in Section 1.1 at the end of the replacement language of
12 subsection A, following the period, insert the following:

13
14 Notwithstanding anything in this Agreement to the contrary, the obligations of the
15 Carrolls under this Agreement shall survive the termination of this Agreement and the

1 covenants of the Carrolls under this Agreement shall be set forth in a covenant to the
2 County and to be recorded within sixty (60) days following execution of this Amendment
3 and shall run with and be binding upon the Site and inure to the benefit of the Carrolls
4 and the County and their respective heirs, successors and assigns, including but not
5 limited to Sections 2.3, 3.1, 3.2, and 4.3.”.

6
7 Renumber the sections accordingly.
8
9

Amendment 3 to Council Resolution No. 107 - 2020

BY: Liz Walsh

Legislative Day 11

Date: July 29, 2020

Amendment No. 3

(Requires that the County have right of first refusal to purchase all or part of the 94 acres surrounding the home or property otherwise, having cultural or historical significance.)

1 On page 1 of 9, of Exhibit 1, after Recital number 6, insert the following:
2 “7. Article IV of the Existing DRRRA shall be amended to provide the County with a Right of
3 First Refusal to purchase: i) all or part of the Core, including any improvements located thereon;
4 or ii) any other portions of the Property that may be found to have historic significance,
5 including burial grounds or graves of enslaved persons.”.

6
7 Renumber the Recitals accordingly.

8
9 On page 2 of 9 of Exhibit 1, after 1.1 insert:
10 “Article IV of the Existing DRRRA shall be amended to include the following:

11 4.4 Right of First Refusal.
12 4.4.1 Prior to any sale or conveyance of the Core, or any portion thereof, other
13 than through testate or intestate succession, the Carrolls, their heirs, successors
14 and assigns must first offer such property to the County as a Right of First Refusal
15 to purchase all or part of the Core at the lesser of any pending offer that is
16 proposed to be accepted, or upon commercially reasonable terms.

1 4.4.2 Prior to any sale or conveyance, other than conveyance through testate or
2 intestate succession, of any other portions of the Property that may be found to
3 have historic significance, including burial grounds or graves of enslaved persons,
4 the Carrolls, their heirs, successors and assigns must first offer such Property, or
5 portions thereof, to the County as a Right of First Refusal to purchase at the lesser
6 of any pending offer that is proposed to be accepted, or upon commercially
7 reasonable terms.

8 4.4.3 This Right of First Refusal must be recorded in the Land Records for
9 Howard County within sixty days following execution of this Amendment.”.

10
11 Renumber the section accordingly.

Office of the County Auditor
Auditor's Analysis

Council Resolution No. 107-2020

Introduced: July 6, 2020

Auditor: Edward Shulder

Fiscal Impact:

The passage of Council Resolution 107-2020 has no direct impact on County expenditures.

However, if the resolution fails, the County would lose approximately \$705,000 in revenues from the collection of a \$3,000 per unit wastewater reduction fee. This fee was established under the original Development Rights and Responsibilities Agreement (DRRA) and terminates on the expiration of the Agreement. These fees are not General Fund revenue.

The Department of Planning and Zoning advised that all the 325 housing units authorized by the original DRRA can be constructed regardless of whether this resolution passes.

Purpose:

This resolution extends the expiration date for the DRRA between the County and the Carroll family from September 23, 2020, to September 23, 2025.

Other Comments:

The Department of Planning and Zoning advised that the 325 single-family detached homes allowed under the DRRA are included in the County's housing allocation. In addition, the development has passed APFO (Adequate Public Facilities Ordinance) requirements, including the schools test. The development is being constructed in four phases.

Office of the County Auditor
Auditor's Analysis

Amendment 1
Council Resolution No. 107-2020

Amendment Proposed by: The Chairperson at the Request of the County Executive
Introduced: July 6, 2020
Auditor: Edward Shulder

Fiscal Impact:

This amendment has no fiscal impact.

Purpose:

This amendment adds the Planning Board Recommendation for the First Amendment to the Development Rights and Responsibilities Agreement to the Resolution.

Other Comments:

The Planning Board recommended approval of the First Amendment by a vote of 4-0.

**Office of the County Auditor
Auditor's Analysis**

**Amendment 2
Council Resolution No. 107-2020**

Amendment Proposed by: Liz Walsh

Introduced: July 6, 2020

Auditor: Edward Shulder

Fiscal Impact:

The potential revenue or expenditure impact of this amendment cannot be reasonably determined at this time.

Impact is dependent upon future construction of housing units. Related revenues may include permit fees, school surcharge, transfer tax, income tax, or property tax. Expenditures may include cost per pupil for education or infrastructure costs.

Purpose:

This amendment requires that certain obligations and covenants of the Carrolls under the Development Rights and Responsibilities Agreement (DRRA) survive the termination or expiration of the amended DRRA.

These obligations include:

- Construction of up to 325 housing units;
- Permanent termination of Burnside Drive without connection to the Site;
- A stipulation that the County continue to receive a \$3,000 per unit waste-water reduction fee at the time the building permit is issued; and
- Establishment of a Restoration and Maintenance Fund of \$2 million for the Manor House and historic outbuildings.

Other Comments:

According to the Department of Inspections, Licenses and Permits, 90 building permits have been issued under the DRRA.

To date, no monies have been placed in the Restoration and Maintenance Fund. Note that these are not County funds and the County may only review the use of the funds for the purposes noted in the DRRA.

**Office of the County Auditor
Auditor's Analysis**

**Amendment 3
Council Resolution No. 107-2020**

Amendment Proposed by: Liz Walsh

Introduced: July 6, 2020

Auditor: Edward Shulder

Fiscal Impact:

The fiscal impact of this proposed amendment cannot be determined at this time.

Potential impact is an increase in County expenditures if the County exercises its Right of First Refusal. These costs will include the purchase price, ongoing operations, and maintenance costs.

Purpose:

This amendment requires the County to have Right of First Refusal to purchase all or part of the 94-acre historic Core of Doughoregan Manor.

Specifically, the amendment provides for the following:

- Prior to the sale or conveyance of the Core, the Carrolls, their heirs, or their successors and assigns must first offer such property to the County;
- The price will be at the lower of any pending offer or commercially reasonable terms;
- The County shall have the Right of First Refusal of any other portions of the property found to have historical significance; and
- The Right of First Refusal must be recorded in the County's land records within 60 days of the execution of the Amendment.

Other Comments:

None.

CR 107-2020



HOWARD COUNTY DEPARTMENT OF PLANNING AND ZONING

3430 Court House Drive ■ Ellicott City, Maryland 21043 ■ 410-313-2350
Voice/Relay

Valdis Lazdins, Director

FAX 410-313-3467

January 11, 2019

Manor Investments
c/o Westmount Development Corporation
100 West Pennsylvania Avenue
Suite 301
Towson, MD 21204

Dear Sir or Madam:

RE: WP-19-060, Westmount, Phase 3 (F-17-001)

The Director of the Department of Planning and Zoning considered your request for an alternative compliance from the Howard County Subdivision and Land Development Regulations.

As of the date of this letter, the Planning Director **approved** your request for an alternative compliance of **Section 16.144(p)** which requires the payment of fees, posting of surety and completion of the developer's agreement. The applicant is requesting a one-year extension from the March 7, 2019 deadline date for the payment of fees, the posting of surety and the completion of the developer's agreement. In addition, the Petitioner is requesting an alternative compliance request from Section 16.114(q) which requires the submission of the final plat for signatures and recordation within 180 days of final plan approval. The Petitioner is requesting a one-year extension from the May 6, 2019 deadline date for the submission of the plat.

Approval is subject to the following conditions:

1. The payment of fees, posting of surety and completion of the developer's agreement must be completed on or before **March 7, 2020**.
2. The final plat must be submitted for signature and recordation on or before **May 6, 2020**.
3. The alternative compliance number (WP-19-060) and its conditions of approval must be added to all future subdivision plats and site development plans.

Our decision was made based on the following:

Extraordinary Hardship or Practical Difficulty -

The site is being developed in accordance with the Development Rights and Responsibility Agreements (DRRA) per ZB 1087M. This Agreement allows for development of 325 single-family detached homes and is being developed in 4 phases. Phase 2 of the development required MDE and Army Corps permits for the construction of Westmount Parkway. The developer recently received the required permits and has started the construction of the road system which was approved as part of Phase 2. It is anticipated that roadway will not be completed until March 2019 thus impacting the developer's ability to construct the continuation of the road system needed for Phase 3. The one year extension will allow the subdivision to be constructed in phases as was initially approved. The extension of time will not change the layout of the subdivision, but allow the subdivision to be in constructed as a phased project.

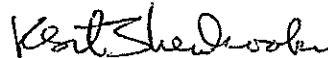
Not Detrimental to the Public Interest - Approval of the alternative compliance request will not alter the essential character of the neighborhood and will not substantially impair the appropriate use or development of the surrounding residential properties. Allowing the developer an extension of time for completion of the developer's agreement, payment of fees, posting of surety and submission of the plat for recordation will not change the design of the project, but will allow the subdivision to be development as a phased project. The delay in the approval of the MDE and Army Corps permits has impacted the construction timelines for phases 2 and 3. The developer has started the road construction for Phase 2, which must be completed before Phase 3 can be started. The approval of the alternative compliance will allow the project to proceed as a phased project.

Will Not Nullify the Intent or Purpose of the Regulations - Approval of this alternative compliance request will not nullify the intent or purpose of the regulations. The developer should not be penalized because of the delay in receiving the required Army Corps and MDE permit. Allowing the requested 1 year extension will not nullify the intent of the Regulations, but will allow the developer to proceed with the subdivision process by developing the property as previously approved under the Preliminary Equivalent Sketch Plan and according to the phasing schedule.

This requested alternative compliance will remain valid for the time period specified in the conditions of approval.

If you have any questions, please contact Brenda Luber at (410) 313-2350 or email at BLuber@howardcountymd.gov.

Sincerely,



Kent Sheubrooks, Chief
Division of Land Development

KS/BL

cc: Research
DED
Real Estate Services
GLW
Jeremy Rutter (jeremy@rutterpm.com)
Joseph Rutter (jrutter@ldandd.com)

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 13236, p. 0034, MSA_CE53_13227. Date available 05/18/2011. Printed 07/22/2020.

CR 107-2020

LIBER 13236 FOLIO 034

5/1 2011 02:45 PM Csh 0044 Reg 0047
T/Ref 0047032105 Grp 000001 R/Lne 000001
01 - Main Location
\$0.00
Validation Number: 0047 024534
1000000000-1300-409910-1300000000-999999
9999999999

WARRANTY DEED

Parcel Number: 3281779

Doc Type: Deeds
Consideration Amount: \$0.00

000154

THIS WARRANTY DEED, made this 16th day of May, 2011, between CAMILLA CARROLL and PHILIP D. CARROLL, individuals having an address at 3500 Manor Lane, Ellicott City, Maryland ("Grantors"), and THEODORE S. BARUCH, an individual having an address at 3702 Chateau Ridge Drive, Ellicott City, Maryland (Grantee").

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, to said Grantors in hand paid by said Grantee, the receipt and adequacy of which is hereby acknowledged, the said Grantors do grant and convey free and clear with WARRANTY COVENANTS unto the Said Grantee all of its right, title and interest in:

All that piece or parcel of ground situate in Howard County, State of Maryland, and described as follows, that is to say:

Open Space Lot 2 (the "Property") as shown on a Plat of Subdivision entitled WESTMOUNT, which plat is recorded as Plat No. 21489 among the Land Records of Howard County, Maryland.

BEING a part of the land described in Exhibit 1 of that certain Development Rights and Responsibilities Agreement (the "DRRA") by and between Camilla Carroll, Philip D. Carroll and Howard County, Maryland dated September 23, 2010 and recorded among the Land Records of Howard County, Maryland in Liber 12722, folio 248.

TO HAVE AND TO HOLD the said piece or parcel of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Grantee, his personal representative, heirs, successors and assigns, in fee simple, forever.

THE Grantors warrant that they are lawful owners and have full right to convey the property, and that the property is free from all claims, liabilities, or indebtedness, and that the Grantors and their successors will warrant and defend title to the Grantee against the lawful claim of all persons whomsoever.

SUBJECT, HOWEVER, to the following reservations:

ST. DEPT. ASSMTS. & TAX
Ag. Transfer Tax Due In The
Amount Of:
Don't Work

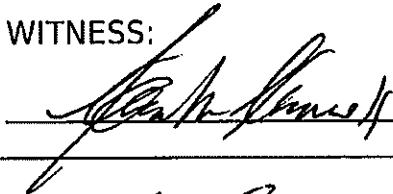
HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 13236, p. 0035, MSA, CE53_13227. Date available 05/18/2011. Printed 07/22/2020.

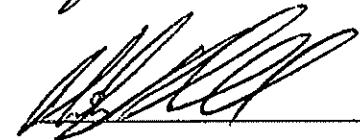
- 1) The Grantors reserve hereof upon themselves, their heirs, successors the right for the period of twenty (20) years from the date of this Deed, to establish a permanent and perpetual easement for the construction, location, installation, operation, maintenance, repair and replacement of water lines in, across, under and through the Property; however, the easement shall be limited to 20 feet within the limits of the 60 feet Burnside Drive's Right-of-way. Installation, operation, maintenance, repair and replacement of water lines SHALL NOT be done through the use of Burnside Drive. At such time within the 20 years from the date of this Deed that Grantors, their heirs or successors request that Grantee establish the permanent and perpetual easement described above, Grantee agrees to cooperate and promptly execute such easement and any other documents or plans as Howard County, MD may reasonably require in order to establish the permanent and perpetual easement for the water lines. This Easement shall not be interpreted to permit an extension of the roadway Burnside Drive to the Property or otherwise permit any paving.

- 2) The Grantee, his heirs, and successors will treat the property as forest conservation as required by F-11-058, forever.

WITNESS the hands and seals of said Grantors and Grantee the day and year first above written.

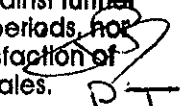
WITNESS:


 _____ (SEAL)
 Camilla Carroll


 _____ (SEAL)
 Phillip D. Carroll


 _____ (SEAL)
 Theodore S. Baruch

All Taxes on Assessments certified to the Collector of Taxes for Howard County, Md. by Steve Boll have been paid. This statement is for the purpose of permitting recordation and is not assurance against further taxation even for prior periods, nor does it guarantee satisfaction of outstanding tax sales.


 P.T.

STATE OF MARYLAND, COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY, that on this 16th day of May, 2011, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Camilla Carroll, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Kelly L. Wagner
Notary Public

My Commission expires: 5/29/2015

Florida County of Howard

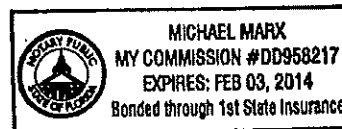
STATE OF MARYLAND, COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY, that on this 12th day of May, 2011, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Philip D. Carroll, 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.

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

[Signature]
Notary Public

My Commission expires: Feb 03, 2014



STATE OF MARYLAND, COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY, that on this 6th day of May, 2011, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Theodore S. Baruch, known to me (or satisfactorily proven) to be the person

[Signature]

whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Keely L. Wagner
Notary Public

My Commission expires: 5/29/2015

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Sang W. Oh
Sang W. Oh

THE ED. SURE. &	20.00
RECORDING FEE	20.00
TOTAL	40.00
Rept HOOD	Room # 58112
MDR CCH	Blk # 1482
May 16, 2011	03:25 PM

State of Maryland Land Instrument Intake Sheet
 Baltimore City County: Hawkerd
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

1 Type(s) (Check box if addendum Intake Form is Attached.)
 Deed Mortgage Other _____
 Deed or Trust Lease Other _____
 Improved Sale Unimproved Sale Multiple Accounts Not an Arms-Length Sale [9]
 2 Conveyance Type Check Box
 Arms-Length [1]
 Arms-Length [2]
 Arms-Length [3]
 3 Tax Exemptions (if Applicable)
 Recordation
 State Transfer
 County Transfer

4 Consideration and Tax Calculations
 Consideration Amount
 Purchase Price/Consideration \$1,000,000 dollar
 Any New Mortgage \$ _____
 Balance of Existing Mortgage \$ _____
 Other: \$ _____
 Other: \$ _____
 Full Cash Value: \$ _____
 Amount of Fees
 Recording Charge \$ _____
 Surcharge \$ _____
 State Recordation Tax \$ _____
 State Transfer Tax \$ _____
 County Transfer Tax \$ _____
 Other \$ _____
 Other \$ _____
 Other \$ _____
 District Property Tax ID No. (1) 03 Grantor Identifier 281779 Map _____
 Subdivision Name Westmount Lot (3a) _____ Block (3b) _____ Sec/AR (3c) _____ Plat Ref. _____
 Location/Address of Property Being Conveyed (2) 2 SqFt/Acreage (4) 21489 . 42
 Other Property Identifiers (if applicable) _____
 Water Meter Account No. _____
 Finance Office Use Only
 Transfer Tax Consideration \$ _____
 X () % = \$ _____
 Less Exemption Amount = \$ _____
 Total Transfer Tax = \$ _____
 Recordation Tax Consideration \$ _____
 X () per \$500 = \$ _____
 TOTAL DUE \$ _____
 Agent: _____
 Tax Bill: _____
 C.B. Credit: _____
 Ag. Tax/Other: _____

5 Fees
 Amount of Fees
 Recording Charge \$ _____
 Surcharge \$ _____
 State Recordation Tax \$ _____
 State Transfer Tax \$ _____
 County Transfer Tax \$ _____
 Other \$ _____
 Other \$ _____
 Other \$ _____
 District Property Tax ID No. (1) 03 Grantor Identifier 281779 Map _____
 Subdivision Name Westmount Lot (3a) _____ Block (3b) _____ Sec/AR (3c) _____ Plat Ref. _____
 Location/Address of Property Being Conveyed (2) 2 SqFt/Acreage (4) 21489 . 42
 Other Property Identifiers (if applicable) _____
 Water Meter Account No. _____
 Residential or Non-Residential Fee Simple or Ground Rent Amount: _____
 Partial Conveyance? Yes No Description/Am. of SqFt/Acreage Transferred: _____
 If Partial Conveyance, List Improvements Conveyed: _____
 Doc. 1 - Grantor(s) Name(s) Cavilla Carroll Doc. 2 - Grantor(s) Name(s) Philip D. Carroll
 Doc. 1 - Owner(s) of Record, if Different from Grantor(s) _____ Doc. 2 - Owner(s) of Record, if Different from Grantor(s) _____
 Doc. 1 - Grantee(s) Name(s) Theodore S. Baruch Doc. 2 - Grantee(s) Name(s) _____
 New Owner's (Grantee) Mailing Address
3702 Chateau Ridge Dr
Baltimore City, MD 21042
 Doc. 1 - Additional Names to be Indexed (Optional) _____ Doc. 2 - Additional Names to be Indexed (Optional) _____

6 Description of Property
 SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).
 7 Transferred From
 Doc. 1 - Grantor(s) Name(s) Cavilla Carroll Doc. 2 - Grantor(s) Name(s) Philip D. Carroll
 Doc. 1 - Owner(s) of Record, if Different from Grantor(s) _____ Doc. 2 - Owner(s) of Record, if Different from Grantor(s) _____
 Doc. 1 - Grantee(s) Name(s) Theodore S. Baruch Doc. 2 - Grantee(s) Name(s) _____
 New Owner's (Grantee) Mailing Address
3702 Chateau Ridge Dr
Baltimore City, MD 21042
 Doc. 1 - Additional Names to be Indexed (Optional) _____ Doc. 2 - Additional Names to be Indexed (Optional) _____

8 Transferred To
 Doc. 1 - Grantee(s) Name(s) Theodore S. Baruch Doc. 2 - Grantee(s) Name(s) _____
 New Owner's (Grantee) Mailing Address
3702 Chateau Ridge Dr
Baltimore City, MD 21042
 Doc. 1 - Additional Names to be Indexed (Optional) _____ Doc. 2 - Additional Names to be Indexed (Optional) _____

9 Other Names to Be Indexed
 Instrument Submitted By or Contact Person
 Name: Theodore S. Baruch Return to Contact Person
 Firm _____ Hold for Pickup
 Address: 3702 Chateau Ridge Dr
Baltimore City, MD Phone: (410) 465-9056 Return Address Provided
 11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
 Assessment Information
 Yes No Will the property being conveyed be the grantee's principal residence?
 Yes No Does transfer include personal property? If yes, identify: _____
 X Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

10 Contact/Mail Information
 Name: Theodore S. Baruch Return to Contact Person
 Firm _____ Hold for Pickup
 Address: 3702 Chateau Ridge Dr
Baltimore City, MD Phone: (410) 465-9056 Return Address Provided
 11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
 Assessment Information
 Yes No Will the property being conveyed be the grantee's principal residence?
 Yes No Does transfer include personal property? If yes, identify: _____
 X Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

CR107-2020

Sayers, Margery

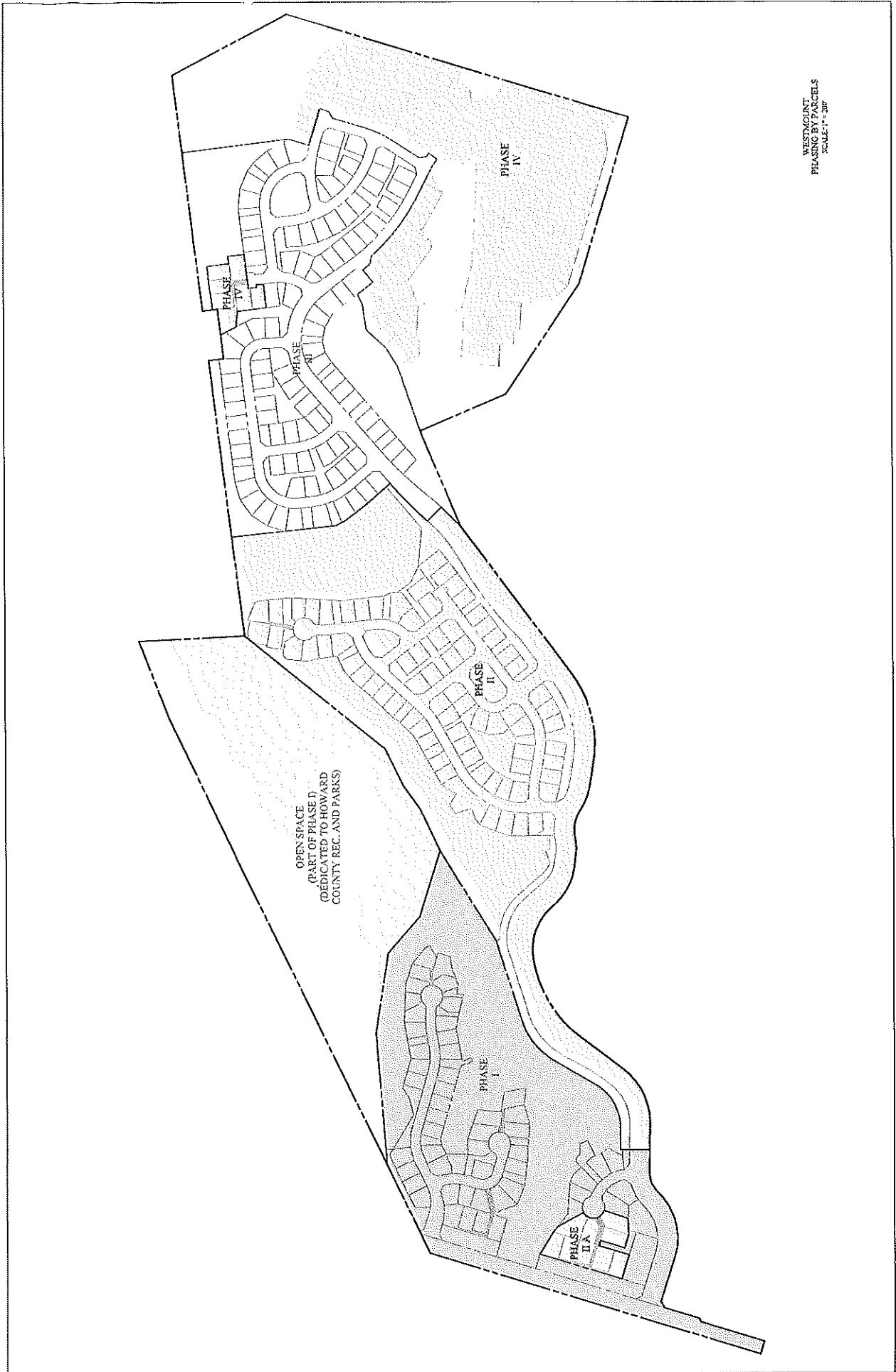
From: Victor Ilenda <victor.ilenda@verizon.net>
Sent: Wednesday, September 9, 2020 10:30 AM
To: CouncilMail
Subject: Vote on CR107-2020

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

Members of HC Council,

On behalf of our community, Chateau Ridge Lake Community Association (CRLCA), I would like to thank you for your work in strengthening the wording associated with the approval of the five year extension of the Doughoregan DRRA. Our community is especially grateful for the wording within Amendment 2 which assures closure of Burnside Drive from any connection to Westmount, even after the expiration of the DRRA. Best wishes for your continued work to make Howard County one of the best locations in the US.

VA Ilenda, President
CRLCA, Inc.



WESTMOUNT
PHASING BY PARCELS
SCALE 1" = 50'

PHILIP AND CAMILLA CARROLL – PRESUBMISSION COMMUNITY MEETING
(Howard County Code Sec. 16.128(b))
3500 Manor Lane, Ellicott City, Maryland 21042
Tax Map 23, Grid 10, Parcel 71
Approx. 655.498 AC±

REPORT OF COMMUNITY INPUT MEETING
HELD AT 6 P.M. ON TUESDAY, MAY 23, 2019 AT
MILLER BRANCH LIBRARY,
9421 FREDERICK ROAD, ELLICOTT CITY, MARYLAND 21042

The following people were in attendance at that meeting:

Sang W. Oh (*attorney*), Joseph Rutter (*consultant*), Jeremy Rutter (*consultant*).

After a brief presentation by Petitioner of its request for a 5 year extension of the DRRA pertaining to Doughoregan/Westmount, the following questions and answers were provided:

- 1) I called Justin Tyler, planner of the day, at DPZ and he told me that there will be 800 new units? *This is false. 325 total units. Nothing is changing in the DRRA other than the term.*
- 2) What about the land that is to be donated to Kiwanis Wallis Park? *Done*
- 3) Why doesn't HCYP know about the donation? *The donation was to recreation and parks, but HCYP should know.*
- 4) Will the representatives for the property owners please identify themselves?
- 5) So the letter that some neighbors received referenced 655.49 acres. That doesn't match up to any of the acreages referenced in the DRRA. Can you explain? *The acreages under the DRRA was explained.*
- 6) Does your map show Manor Lane? *No.*
- 7) Will Manor Lane be used to divert traffic to Rt. 144? *No.*
- 8) The DRRA provides that all access including emergency must be approved. Has that been done? *Yes.*
- 9) Don't there need to be two access points? *No. The ingress/egress to Westmount was approved with a dual lane*
- 10) Have you done a traffic study? What are the numbers? *This is not the forum to talk about that.*
- 11) Do the Carrolls have any intention to build more houses after these remaining homes will be constructed? *No except the fact that the Carrolls have 10 residual development rights.*
- 12) Can you explain the status of the construction of the phases? *The plans that have been submitted and approved for the project were explained.*
- 13) Once you have the approval for the final phases, can you still modify the plan? *Unlikely.*
- 14) I just want to be clear that this is just a reaffirmation of the original plan with no changes other than the term? *Correct*

- 15) Are there going to be any traffic changes made to the intersection of Kiwanis Park? *No.*
- 16) So you need another 5 years? *Yes*
- 17) When will the last house be built? *In about 5 years*
- 18) All single family homes? *Yes*
- 19) How many kids per home? *Difficult to predict.*
- 20) Are all the kids going to be redistricted to the same school? *That is a Board of Education issue.*
- 21) What are the schools that districted to attend? *Discussed*
- 22) Will you strictly adhere to the terms of the DRRA in so far as your accessing Burnside Drive for construction? *Yes, we will.*
- 23) I'm disappointed that we don't have a powerpoint. *The purpose of this meeting is about a DRRA. If you leave your email, we will provide you with a pdf of the exhibit that we have been showing.*
- 24) What are the Carrolls doing for us? *The terms of the DRRA contain all of the terms.*
- 25) Would the Carrolls allow public access to the Doughoregan? *No.*
- 26) Is this going to be a rubber stamp for the County Council? *A discussion ensued about the DRRA process.*
- 27) What are the implications if the DRRA is not extended? *Difficult to say. We would have to really examine the consequences.*
- 28) If you don't get the extension, then does the whole thing get renegotiated? *Unknown*
- 29) The challenge is that during the past 10 years, our schools have gotten increasingly crowded. We ask you to put your thinking caps on to come up with solutions or we'll keep showing up. You have the ability to solve this. You have the deep pockets to solve this. *Do not agree.*
- 30) Would this be a taking to reduce the number form 325? *Difficult to say.*
- 31) All of the school tests have been passed? *Yes*
- 32) Are you going to inform your buyers that schools are over-crowded and that there is no room for the new kids? *No. We passed the schools test and no phase of this development has had to wait 5 years for APFO. We're talking about 200 units over the next 6 years.*
- 33) I personally don't have a problem with the Carroll family or the extension, but I am opposed to the amount of development that the County allows.
- 34) We don't have the money to buy the Turf Valley ES and have no money to build the school.
- 35) Can the 500 acres that the County purchased an easement on be rezoned? *It can, but it can't be developed.*
- 36) I'd like to ask about some legal aspects of the DRRA. What is the purpose of the 176 pages in the exhibits? *Title Report.* What is Exhibit 4? *Title Opinion* What is the purpose and why was it necessary to include all the State and probate records to show who owned what? *Just to be inclusive with information.* What is the purpose and why was it necessary to include ROW and easement? What is the purpose and why was it necessary to include language in Article 6, subsection C for the exception?

- 37) When are you going to submit the application? *We have already filed the application. It is likely to go before the County Council not before September 2019. CORRECTION: THE APPLICATION HAS NOT YET BEEN FILED. LIKELY TO BE FILED IN THE NEAR FUTURE. WE STILL ANTICIPATE THAT THE DRRA WILL BE CONSIDERED BY THE COUNTY COUNCIL THIS FALL OR WINTER.*
- 38) Is there anyone from the County here? How will the County receive a summary of the comments/questions from this meeting? *We will do our best to summarize, but if you have any additions/corrections, please forward to me.*
- 39) You said you will not connect with Burnside Drive. Did you say that you could connect to Chateau Ridge? *With the DRRA, we cannot.*
- 40) What rights and responsibilities remain to be completed? *Believe most of the responsibilities have been performed.*
- 41) Does phase 4 have to be completed by 2020?
- 42) And no other terms are being changed? *That's right.*
- 43) How do we get a copy of the traffic report? *It should be in the County's file.*
- 44) Fire truck access plans have been approved by the County and State? *Yes*
- 45) Will you send a copy of the plan when you send the minutes? *Sure*
- 46) This meeting is done in accordance with the presubmission meeting rules. A reference is in error. What rules are you using? *Trying to fulfill the intent of those rules.*
- 47) So what happens to our comments? *It will go to the administration and the County Council.*
- 48) The studies are just archaic. 10 years ago. *Traffic tests compound traffic over a number of years.*
- 49) To summarize: extend 5 years; no access to Burnside; nothing purchased on Chateau Ridge to create a new access? *Correct*
- 50) Since nothing is being changed, why do we have to have this meeting? *We're following the law.*
- 51) When did you realize you would need an extension? *Last year.*
- 52) What is the financial impact to the Carrolls if the next phases don't happen? *No answer*
- 53) Will you re-do the traffic because there have been a couple of serious accidents.
- 54) People will want to cut through Chateau Ridge via Centennial to avoid Rt. 29.
- 55) This process is strange because although you're not seeking to change any of the real terms of the DRRA, why do we still have to have this meeting?
- 56) So we can open a whole can of worms if we want to?
- 57) The development rights are held by the County? *No. County cannot sell these units.*

The meeting concluded at approximately 7:10 p.m.

Sayers, Margery

From: Sang Oh <soh@talkin-oh.com>
Sent: Tuesday, September 8, 2020 3:20 PM
To: Walsh, Elizabeth
Cc: CouncilMail; Jung, Deb; Jones, Opel; Rigby, Christiana; Yungmann, David; Kuc, Gary; Sidh, Sameer; Gowan, Amy; Dvorak, Nicole
Subject: FW: CR 107-2020 - Amendments No. 2 and 3

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

Dear Ms. Walsh:

In advance of tonight's virtual meeting and legislative session regarding the above-referenced CR to authorize an amendment to the DRRRA for the Doughoregan Manor Property, I wanted to let you and the Council members know that Philip and Camilla have carefully reviewed the DRRRA. They have reconsidered their position and are not opposed to your proposed Amendment No. 2 to CR 107-2020. This is the amendment that would require certain Carroll obligations under the DRRRA to be perpetual. The Carrolls have and will continue to perform/fulfill their obligations under the DRRRA until complete.

The Carrolls, however, remain opposed to your proposed amendment no. 3. The conditions contained therein cannot be ratified by the Carrolls. We hope you will either withdraw or not support amendment no. 3 for all of the reasons as previously explained.

Again, please contact me if you have any further questions or concerns. Thank you, again, for helping to facilitate a resolution to this most important issue.

Very truly yours,

Sang W. Oh
 Talkin & Oh, LLP
 5100 Dorsey Hall Drive
 Ellicott City, MD 21042
 410-964-0300
 410-964-2018 (f)

From: Sang Oh
Sent: Tuesday, July 28, 2020 4:57 PM
To: 'ewalsh@howardcountymd.gov' <ewalsh@howardcountymd.gov>
Cc: councilmail@howardcountymd.gov; djung@howardcountymd.gov; ojones@howardcountymd.gov; Rigby, Christiana <crigby@howardcountymd.gov>; 'dyungmann@howardcountymd.gov' <dyungmann@howardcountymd.gov>; Kuc, Gary <GKuc@howardcountymd.gov>; 'ssidh@howardcountymd.gov' <ssidh@howardcountymd.gov>; Gowan, Amy (agowan@howardcountymd.gov) <agowan@howardcountymd.gov>; Dvorak, Nicole <ndvorak@howardcountymd.gov>
Subject: CR 107-2020 - Amendments No. 2 and 3

Dear Ms. Walsh:

As you know our office represents Philip Carroll and Camilla Carroll with respect to the above-referenced Council Resolution and the DRRRA pertaining to Doughoregan Manor Property. My clients have had the opportunity to review

your Amendments No. 2 and 3. While we sincerely appreciate the effort you took to discuss these amendments with me prior to their prefiling, having reviewed the actual language being proposed, the Carrolls have asked me to communicate to you the following: (i) that Amendment No. 2 seeks to replace the existing DRRRA with a one-sided obligation for a covenant to ensure the Carroll's obligation in perpetuity with no assurance that the County will be similarly bound to act in good faith towards fulfilling its obligations under the agreement, including the reasonable issuance of permits for the development approved in ZB Case No. 1087 and (ii) that the granting of a Right of First Refusal to Howard County to purchase portions of the Doughoregan Manor Property represents a substantive change and offer to renegotiate the bargained-for-exchange under the current DRRRA with language that is not clear, unambiguous or incapable of capricious administration. Amendment No. 3 is also an unwelcome solicitation for relinquishment of private property rights.

In short, neither Philip Carroll and Camilla Carroll will be executing a DRRRA that contains the provisions set forth in Amendments No. 2 and 3. They have every intention of fulfilling their obligations under the existing DRRRA. Based on their experience of the past 10 years, the Carrolls cannot obligate themselves to assume additional, permanent and more onerous obligations without addressing the ability of the government to delay permit approvals without consequence. We hope you will agree that our opposition to Amendments No. 2 and 3 are understandable and reasonable under the circumstances. Please contact me if you have additional questions. Thank you.

Very truly yours,

Sang W. Oh
Talkin & Oh, LLP
5100 Dorsey Hall Drive
Ellicott City, MD 21042
410-964-0300
410-964-2018 (f)

Sayers, Margery

From: Walsh, Elizabeth
Sent: Tuesday, September 8, 2020 10:01 AM
To: CouncilMail
Cc: Glendenning, Craig
Subject: CR107-2020

FYI: Auditors recently confirmed for D1 that the total amounts paid by the County to the Carrolls pursuant to their Agricultural Preservation agreement is \$11,785,377 of the promised \$19,100,000.

	Principal	Interest	Total
Thru February 2020	\$ 7,735,500	\$ 3,061,370	\$ 10,796,870
On August 15, 2020	\$ 859,500	\$ 129,007	\$ 988,507
			\$ 11,785,377

From: Glendenning, Craig <cglendenning@howardcountymd.gov>
Sent: Thursday, September 3, 2020 5:02 PM
To: Walsh, Elizabeth <ewalsh@howardcountymd.gov>; Dvorak, Nicole <ndvorak@howardcountymd.gov>
Cc: Little, Cristiana <clittle@howardcountymd.gov>
Subject: RE: Carrolls (DRRA) - Ag Pres

The August 15th total payment was \$859,500.00 (principal) and \$129,006.65 (interest).

From: Walsh, Elizabeth <ewalsh@howardcountymd.gov>
Sent: Wednesday, September 2, 2020 4:27 PM
To: Glendenning, Craig <cglendenning@howardcountymd.gov>; Dvorak, Nicole <ndvorak@howardcountymd.gov>
Cc: Little, Cristiana <clittle@howardcountymd.gov>
Subject: RE: Carrolls (DRRA) - Ag Pres

Did we not make the so-described payments in August 2020 then? How much do they add?

From: Glendenning, Craig <cglendenning@howardcountymd.gov>
Sent: Wednesday, September 2, 2020 4:20 PM
To: Dvorak, Nicole <ndvorak@howardcountymd.gov>
Cc: Walsh, Elizabeth <ewalsh@howardcountymd.gov>; Little, Cristiana <clittle@howardcountymd.gov>
Subject: RE: Carrolls (DRRA) - Ag Pres

Nicole – per Joy Levy as of the February 2020 payments, the Carrolls have received \$7,735,500 in principal and \$3,061,370 in interest. There are interest payments made every February and August and principal payments made every August.

Craig

From: Dvorak, Nicole <ndvorak@howardcountymd.gov>
Sent: Wednesday, September 2, 2020 1:02 PM
To: Glendenning, Craig <cglendenning@howardcountymd.gov>

Cc: Walsh, Elizabeth <ewalsh@howardcountymd.gov>; Little, Cristiana <clittle@howardcountymd.gov>

Subject: Carrolls (DRRA) - Ag Pres

Hi Craig, per our convo – can you let us know what information you’ve received on how much money the Carrolls have received to date from the County for Ag Pres?

Many thanks,
Nicole

Nicole Dvorak

Special Assistant, Council Member Liz Walsh (District 1)

Howard County Council

Direct Line: 410-313-2456

ndvorak@howardcountymd.gov

Sayers, Margery

From: joel hurewitz <joelhurewitz@gmail.com>
Sent: Tuesday, July 28, 2020 8:59 AM
To: CouncilMail
Subject: CR107-2020 Carroll DRRR Amendment

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

Dear Council,

I participated in the DRRR pre-submission meeting and the hearing before the Planning Board. My questions, similar to those of the Council, regarded what conditions remained to be performed under the DRRR. Sang Oh was generally unable to give a clear answer. Until Director Amy Gowan's Administrative Testimony mentioned the \$3000 wastewater nutrient reduction fee, there was never a clear statement of what remained for the County to receive in the DRRR. For this reason, that the County would receive \$705,000, I would be inclined to approve the amendment. However, I am disappointed that a Fiscal Analysis has not been posted to see any other fiscal impacts to the County.

As for the after-tax monies, why is it assumed that there will ever be any after-tax income? If the family wants a tax loss, there are many ways to get one in real estate, including perhaps, to answer the question from the work session, pay counsel to appear before the County Council. See <https://bridgesdunrankin.com/tax-planning-opportunities-for-real-estate-developers-and-investors/>

Furthermore, Sang Oh told the Council that the Baruch deed did not answer one way or the other on the extension of Burnside Drive. The statements that the utility easement was not to "be interpreted to permit an extension of the roadway Burnside Drive to the Property or otherwise permit any paving" and that it shall be treated "as forest conservation" argues that it precludes any road connection.

1) The Grantors reserve hereof upon themselves, their heirs, successors the right for the period of twenty (20) years from the date of this Deed, to establish a permanent and perpetual easement for the construction, location, installation, operation, maintenance, repair and replacement of water lines in, across, under and through the Property; however, the easement shall be limited to 20 feet within the limits of the 60 feet Burnside Drive's Right-of-way. Installation, operation, maintenance, repair and replacement of water lines SHALL NOT be done through the use of Burnside Drive. At such time within the 20 years from the date of this Deed that Grantors, their heirs or successors request that Grantee establish the permanent and perpetual easement described above, Grantee agrees to cooperate and promptly execute such easement and any other documents or plans as Howard County, MD may reasonably require in order to establish the permanent and perpetual easement for the water lines. This Easement shall not be interpreted to permit an extension of the roadway Burnside Drive to the Property or otherwise permit any paving.

2) The Grantee, his heirs, and successors will treat the property as forest conservation as required by F-11-058, forever.

WITNESS the hands and seals of said Grantors and Grantee the day and year first above written.

WITNESS: /

Sincerely,

Joel Hurewitz

Doughregan Estate Buildings – 2011

Found here: <https://www.dendrochronology.com/doug.html>

dendrochronology.com/doug.html

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Maryland

Doughoregan Manor

Main House, Doughoregan Manor, Howard County, Maryland (39.27952N; -77.28866W)

(A) Phase I: Cellar ceiling frame felling date: **Winter 1739/40**

(B) Phase II: Extension to form center block felling dates: **Winter 1762/3, Winter 1763/4**

(C) Phase III: Kitchen block felling dates: **Winter 1765/6, Spring 1766, Summer 1766, Winter 1766/7**

(D) Phase IV: South hyphen felling dates: **Winter 1811/12, Winter 1812/13**

(E) Phase V: North hyphen felling dates: **Winter 1834/5, Spring 1835**

A) Joists (6/6) 1739 (C), 1710; Sill beam (0/1). Part of Site Master 1536-1763 DRNx1 (t = 8.81 FORES; 8.21 DC-AREA; 7.87 DRNx6).

B) Joists (3/3) 1763 (C), 1762 (C), 1753. Part of Site Master 1536-1763 DRNx1 (t = 8.81 FORES; 8.21 DC-AREA; 7.87 DRNx6).

C) Joists (6/9) 1766 (C), 1765 (¼C), 1762, 1760. Crossbeam (1/1) 1765 (¼C). Mantel-beam (1/1) 1765 (C). Ex situ beams (4/4) 1765 (¼C), 1752, 1743. Site Master 1631-1766 DRNx2 (t = 11.23 DRNx9; 10.95 DRNx5; 10.61 CRPx1) Individual sample 1631-1760 dm13 (t = 8.15 DRNx9; 6.42 DRNx5; 5.74 DRNx1). Individual sample 1631-1766 dm15 (t = 5.74 DRNx9; 5.15 CRPx1; 4.53 DRN).

D) Joists (6/15) 1812 (C), 1811 (C). Site Master 1619-1812 DRNx3 (t = 9.09 DRNx9; 8.09 KEEDSITE; 7.22 DRNx1).

E) Joists (6/7) 1834 (C), 1834 (¼C). Site Master 1727-1834 DRNx4 (t = 7.97 DC-AREA; 7.76 DRNx8; 7.38 PA009).



The main house at Doughoregan Manor is a large multiphase brick and stone structure whose form has evolved over time. The original Georgian brick plantation house, which is believed to have been built in the first half of the 18th century, was greatly enlarged and remodeled in the Greek Revival style in the 19th century. In its current configuration it is composed of a center block with a chapel and kitchen attached on either side by hyphens.

The center block is a five-bay, double-pile house with a center passage plan. Its present appearance is the result of three major periods of work. The original two-room frame structure was incorporated into a later 32' x 66' five-bay, one-and-a-half story, gambrel-roof brick house, which was later enlarged by the addition of a gable-roof second story with a cupola and widow's walk. The interior has undergone numerous alterations, but retains Period II raised plaster paneling in the dining room.

Oxford Tree-Ring Laboratory

The Oxford Tree-Ring Laboratory was formed in 2010 by Michael Worthington and Jane Selter to provide cutting-edge dendrochronological services to architectural historians [READ MORE](#)

Contact Information

Oxford Tree-Ring Laboratory

Proprietors

Michael Worthington

Jane Selter, Ph.D

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michael@dendrochronology.com

jane@dendrochronology.com

Address

25 E Montgomery St

Baltimore, MD 21230

410 929 1520

The south dependency is a t-plan double kitchen that was originally one-and-a-half stories tall, later raised to two stories. The south hyphen is stone and two stories with a passage along its rear wall connecting the kitchen to the main block. The north dependency is a Catholic chapel with a cruciform plan, also originally one-and-a-half stories tall but later raised in height. The north hyphen was constructed of brick and does not communicate with the chapel.

Worthington, M J, and Seiter, I 2011 'The Tree-Ring Dating of the Main House at Doughoregan Manor and its Outbuildings, Howard County, Maryland' , unpubl ODL archive report 2011/06.

Link to Historic American Buildings Survey/Historic American Engineering Record/Historic American Landscapes Survey [here](#)

Icehouse/Smokehouse, Doughoregan Manor, Howard County, Maryland (39.276059, -76.893408)

(Felling dates: **Summer 1769, Winter 1769/70**)

Center post (0/1); Braces (4/4) 1768 (½C), 1768, 1765; Corner post (1/1) 1769(C); Studs (1/4) 1768(½C). Part of Site Master 1624-1769 DRNx5 (t = 10.93 DRNx2; 8.90 DRNx6; 8.37 CRPx1). Individual sample 1712-1768 dm55 (t = 6.31 DRNx2; 5.56 KEEDSITE; 5.42 VA2009).

This structure originally served as an icehouse but was subsequently converted into a smokehouse. The icehouse was identified in the 1798 Federal Direct Tax as an 18' x 18' frame structure. The frame portion actually comprises the second story of the structure, which sits on a one-story-high rubble foundation. The upper story is heavily framed and nogged with brick and sided with beaded weatherboard. The pyramidal roof has deep eaves and is surmounted by a ventilator. The second floor is supported by two massive brick arches, with shallow brick barrel vaults running along the four walls that form an opening in the center of the floor. The building is exceptionally well preserved with original louvers, interior drop shutters, and a door with H-L hinges preserving leather washers. A doorway was cut through the foundation wall when the structure was converted to a smokehouse in the 19th century.



Worthington, M J, and Seiter, I 2011 'The Tree-Ring Dating of the Main House at Doughoregan Manor and its Outbuildings, Howard County, Maryland', unpubl ODL archive report 2011/06.

Link to Historic American Buildings Survey/Historic American Engineering Record/Historic American Landscapes Survey [here](#)

Ash House, Doughoregan Manor, Howard County, Maryland (39.275982, -76.893446)

Felling date: c. 1771-5

Wall plates (2/2) 1758, 1691; Rafter (1/1) 1747. Part of Site Master 1624-1769 DRNx5 (t = 10.95 DRNx2; 8.90 DRNx6; 8.37 CRPx1). Individual sample 1630-1758 dm61 (t = 5.47 DRNx9; 5.22 MD2009; 5.19 ANTIETAM). Individual sample 1690-1747 dm63 (t = 5.48 ALLENS; 5.29 MD2009; 5.11 DC-AREA).



The small ash house is a rectangular brick structure entered on the east gable end. The brick is laid in common bond that varies in its stretcher to header ratio. The roof framing uses wrought nails at the collars and to attach shingle lath. This rare, if not unique, survival from the 18th century is in a state of advanced deterioration.

Worthington, M J, and Seiter, I 2011 'The Tree-Ring Dating of the Main House at Doughoregan Manor and its Outbuildings, Howard County, Maryland', unpubl ODL archive report 2011/06.

Link to Historic American Buildings Survey/Historic American Engineering Record/Historic American Landscapes Survey [here](#)

Bath House, Doughoregan Manor, Howard County, Maryland (39.275189, -76.898987)

Felling date: **Winter 1767/83**

Rafters (5/6) 1767 (C), 1753, 1751, 1726; Collar (0/2). Part of Site Master 1593-1769 DRNx5 (t = 10.95 DRNx2: 8.90 DRNx6: 8.37 CRPx1)

The bath house may be a unique example of its type in Maryland. The one-and-a-half story stone structure was constructed of field stone in two phases. Phase I consists of the 18' x 18' eastern half of the building. Phase II is the 14' addition to the west. Below the Period I section is a large bathing pool constructed of brick and stuccoed with hydraulic cement. The pool features a marble tile floor and a stone stool. The hipped roof dates to Period II.



Worthington, M J. and Seiter, I 2011 'The Tree-Ring Dating of the Main House at Doughoregan Manor and its Outbuildings, Howard County, Maryland', unpubl ODL archive report 2011/06.

Link to Historic American Buildings Survey/Historic American Engineering Record/Historic American Landscapes Survey [here](#)

Overseer's House, Doughoregan Manor, Howard County, Maryland (39.27228, -76.887156)

(A) Front cellar felling date: **Spring 1807**

(B) Back cellar felling date: **Spring 1808**

(A) Joists (4/4) 1806 (¼C), 1803, 1794; Crossbeam (1/1) 1803; Door lintel (0/1). Part of Site Master 1626-1807 DRNx6 (9.90 ALLENS; 8.90 DRNx5; 8.37 DRNx9).

(B) Crossbeam (1/1) 1807 (¼C); Joists (1/3) 1787. Part of Site Master 1626-1807 DRNx6 (9.90 ALLENS; 8.90 DRNx5; 8.37 DRNx9).



The Overseer's House is a two-story, single-pile stone dwelling, five bays wide. Attached to the east is a one-and-a-half story stone ell with a gambrel roof. The 40' x 27' main block is rough cast, with an exposed rubble foundation and cut-stone quoins, window sills, and lintels. The center bay of the principal or west façade contains a rubble-stone porch supporting a four-column pedimented portico. The portico covers a two-leaf paneled door with a fanlight and flanking 4/4 windows. The center bay of the second story features a tripartite window. The wooden cornice of the main block comprises both dentils and consoles. The hipped roof is shallow and is pierced by two brick interior chimneys.

Worthington, M J. and Seiter, I 2011 'The Tree-Ring Dating of the Main House at Doughoregan Manor and its Outbuildings, Howard County, Maryland', unpubl ODL archive report 2011/06.

Link to Historic American Buildings Survey/Historic American Engineering Record/Historic American Landscapes Survey [here](#)

Slave Cabin, Doughoregan Manor, Howard County, Maryland (39.275189, -76.898987)

Felling date: **Summer 1834, Winter 1834/5**

Joists (4/5) 1833(½C), 1834(C). Site Master 1751-1834 DRNx7 (t = 7.00 DC-AREA: 6.27 eapenn; 5.82 MCYx1).

The double-pen slave quarter is made of field stone and is one-and-a-half stories tall. The north side has a full porch over two doors that originally led into two separate interior spaces, now joined. Both gable ends have small first floor and gable windows. Each pen has a window through the south wall. The window and door openings have granite lintels, and there are rough granite quoins at the wall corners. The side-gable roof has two dormers on each slope, and is pierced by a central chimney that originally served a double fireplace; the west firebox has been bricked in.



Worthington, M J, and Seiter, I 2011 'The Tree-Ring Dating of the Main House at Doughoregan Manor and its Outbuildings, Howard County, Maryland', unpubl ODL archive report 2011/06.

Link to Historic American Buildings Survey/Historic American Engineering Record/Historic American Landscapes Survey [here](#)

Laundry, Doughoregan Manor, Howard County, Maryland (39.275189, -76.898987)

(A) Primary phase felling date: **Winter 1834/5**

(B) New roof felling date: **Spring 1860**

A) Wall plates (3/3) 1834(C). Part of Site Master 1754-1859 DRNx8 (7.76 DRNx4; 5.12 DRNx6; 4.90 HQFx2).B) Wall plates (4/4) 1859(¼C), 1853, 1834; Rafter (1/1) 1853. Part of Site Master 1754-1859 DRNx8 (7.76 DRNx4; 5.12 DRNx6; 4.90 HQFx2).



The laundry is a distinguished Greek Revival structure with a tetra-prostyle Doric portico on the west gable end sheltering a false door. The walls are made of field stone, with cut granite veneer on the west and half of the south sides. The remaining walls are stuccoed and scored to imitate masonry. The south wall has two doors entering into rooms that did not originally communicate with each other. The east half of the south wall steps back to create a covered porch. The north wall has two windows. There is a window in the east gable end. The building has two periods of construction, with Period II consisting primarily of the replacement of the portico and the roof structure, leaving the original wall plates in place. The precise arrangement of the superstructure in Period I is unclear, although some Greek temple form is suggested by the arrangement of the west gable wall and evidence for substantial cornices found in the Period I wall plates. The east room contains a brick boiler.

Worthington, M J. and Seiter, I 2011 'The Tree-Ring Dating of the Main House at Doughoregan Manor and its Outbuildings, Howard County, Maryland', unpubl ODL archive report 2011/06.

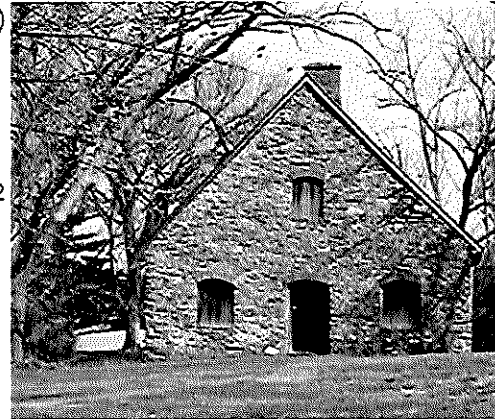
Link to Historic American Buildings Survey/Historic American Engineering Record/Historic American Landscapes Survey [here](#)

Storehouse, Doughoregan Manor, Howard County, Maryland (39.275188, -76.886584)

Felling date: **Spring 1774, Winter 1776/7**

Joists (8/9) 1776 (C). 1773 (¼C). 1760 (¼C). 1750 (C); Summer beam (1/1) 1762 (¼C) . Site Master 1600-1776 DRNx9 (11.23 DRNx2: 9.09 DRNx3: 8.37 DRNx6). Individual sample 1637-1762 dm133 (7.20 MCYx4: 5.86 MTVx1: 5.85 VA2009).

The storehouse is a gable-fronted, field-stone structure entered on the west end. The building is banked with a cellar entrance in the east end. The door and window openings are arched in brick, and the window openings have iron bars and interior shutters. There is an original winder stair in the southwest corner of the building, and evidence for a board partition wall across the back of the first floor. The partitioned space was plastered and had shelves.



Worthington, M J. and Seiter, I 2011 'The Tree-Ring Dating of the Main House at Doughoregan Manor and its Outbuildings, Howard County, Maryland', unpubl ODL archive report 2011/06.

Link to Historic American Buildings Survey/Historic American Engineering Record/Historic American Landscapes Survey [here](#)

Doughoregan Manor

The following information is from "Old Homes and Families of Howard County, Maryland" by Celia M. Holland noted Howard County historian. The book was published in 1987.

Page 75

In a letter to his son (Charles Carroll of Carrollton) dated January 9, 1764, Charles Carroll of Annapolis offered a "short abstract of its value." (All of the Carroll property).

Forty Thousand acres of land, two seats alone containing each upwards of twelve thousand acres would now sell at 20s ster per acre.

40,000.0.0 (pounds)

One fifth of an Iron Work consisting of the most convenient furnace in America, with two forges built, a third erecting, with all convenient buildings; **150 slaves**, young and old, teams, carts, &c...and thirty thousand acres of land belonging to the works, a very growing estate which produces to my fifth annually at least 400 pounds ster at twenty-five years purchase

10,000.0.0 (pounds)

Twenty lots in Annapolis with the houses thereon

4,000.0.0 (pounds)

Two hundred and eighty-five slaves on my different plantations at 30 pounds ster cash each on average

8,550.0.0 (pounds)

Cattle, horses, stock of all sorts on my plantations with working tools

1,000.0.0 (pounds)

Silver household plate

600.0.0 (pounds)

Debts outstanding at interest in 1762 when I balanced my books

-24,230.9s.7d (pounds)

88, 380.9s.7d (pounds)

On page 94, The estimated number of slave for Doughoregan Manor was 200 - 300 slaves.

The following photos were obtained from the Library of Congress HABS/Haer collection.



This photo was taken in 1936 of the frame (wooden) slave cabins. These cabins burned down in 1968 when many buildings were lost during a fire.



This is the stone slave cabin on Doughoregan Manor circa 1936.
Notice it has a fireplace in the center.

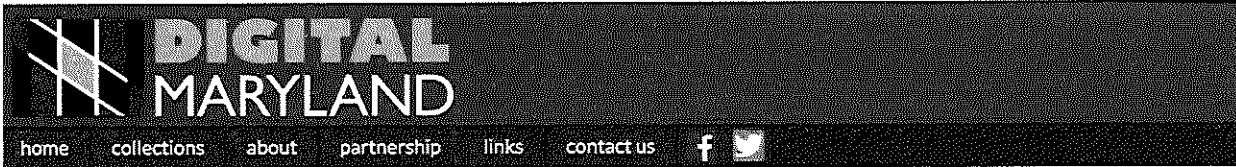


Overseer's Cottage at Doughoregan.

Image of Former slave quarters at Doughoregan Manor, Howard County

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Former slave quarters at Doughoregan Manor, Howard County



Item Description

Identifier	mdaa003
Title	Former slave quarters at Doughoregan Manor, Howard County
Creator	Historic American Buildings Survey
Subject	African American life--Maryland--Historical works. Slaves--Dwellings--Maryland--Howard County. African American--Dwellings. Doughoregan Manor (Md.)

Description Photograph of a stone cottage once used as slave quarters at Doughoregan Manor in Howard County, Maryland. Doughoregan Manor was the ancestral home of the Carroll family, including Charles Carroll (1737-1832), of Carrollton, one of the original signers of the Declaration of Independence. Pictured is a rectangular stone cottage with a steeply pitched cedar shake roof. It is flanked by tall trees and a grassy yard enclosed by a barbed-wire fence. A dirt path running parallel to the barbed wire fence leads to a second building just visible behind the first. A young African American girl stands in the open doorway of the cottage. To the right is a young African American man sitting on a block of wood and, standing farther right, an African American boy wearing a cap.

Holding Institution Enoch Pratt Free Library / State Library Resource Center

Collection Maryland Department, Photograph Collection; N238

Date 1936

Type Image

Format Digital reproduction of 1 black-and-white photograph, 19 x 25 cm.

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OCLC number 662739635

CHARLES CARROLL OF CARROLLTON
INVENTORY OF PROPERTY
SLAVE LIST

submitted by Carolyn Behrendt

Baltimore County Inventories D.M.P. No. 42 1833-1834
Maryland Hall of Records, p. 56 +

Inventory #1 - Charles Carroll of Carrollton - Being a general Inventory of Property in Anne Arundel Co. An Inventory of all and singular the goods chattels and personal estate of Charles Carroll of Carrollton deceased in A.A.Co. appraised by Thomas Hood and Thomas Burgess they being the first. legally authorized and duly qualified according to law and having also given notice to the parties interested of the time and place of making said appraisement.

On DOUGHOREGAN MANOR

Slaves or Negroes belonging to the said deceased on Doughoregan Manor said to have been on and belonging to the aforesaid Manor at the time of the deceased's death viz 14th November 1832 and whereon to the appraisers of said Manor on the 1st April 1833.

Rachel, Adolphus's wife aged about	25 yrs.	\$ 250.00
Hannah Castle	" " 37 "	\$ 220.00
Hesiah Castle, her child	" " 13 "	\$ 150.00
Harriot Castle, " " "	" " 10 "	\$ 80.00
Anne Castle, " " "	" " 8 "	\$ 75.00
Susan Castle, " " "	" " 5 "	\$ 60.00
Peggy Castle, " " "	" " 3 "	\$ 35.00
Clem Barnes	64	\$ 50.00
Mary Barnes, his wife, (sickly)	62	\$ 1.00
Gabriel Barnes	67	\$ 1.00
Mark Joice, son of William Joice to serve til he arrives to the age of 30 years	19 yrs.	\$ 160.00
Henney Joice, daughter of Willis am [William] Joice to serve til she arrives to the age of 30 years	18 yrs.	\$ 90.00
William Joice, son of William Joice to serve til he arrives at age 30 yrs.	16 yrs.	\$ 120.00
Betsy Joice daughter of William Joice to serve til she arrives at age 30 yrs.	15 yrs.	\$ 90.00
Nancy Joice daughter of William Joice to serve til she arrives at age 30 yrs.	13 yrs.	\$ 90.00

Matilda Joice daughter of Wm. Joice to serve til she arrives to the age of 30 yrs.	11 yrs.	\$ 75.00
Charles Chase	36 "	\$ 300.00
Thomas Joice about	33 "	\$ 350.00
Bridget Joice, his wife	29 "	\$ 240.00
Nelly Joice, her child	11 "	\$ 100.00
Hillery Joice, " "	7 "	\$ 100.00
Magdolen Joice " "	6 "	\$ 40.00
Wm. Joice, her child	3 "	\$ 40.00
Norris Parker (sickly)	58 yrs.	\$ 20.00
Patsy Parker, his wife	60 "	\$ 1.00
Julia Parker, her child	25 "	\$ 250.00
Isabel ⁿ , daughter of Julia Parker	3 "	\$ 25.00
Wm., son of Julia Parker	1 "	\$ 20.00
Clemm Potts - blacksmith	44 "	\$ 350.00
Vachel Cook	77 "	\$.01
Levi Cook, his son - blind in one eye	35 "	\$ 50.00
Mathew Cook, his son	32 "	\$ 300.00
Patience Cook	60 "	\$ 25.00
Ben Clark 48 years old	\$100.00	
Maria Cook, his wife 55 years	\$ 25.00	
John - otherwise called Amos Reynolds Age 30	\$ 350.00	
Nace Burgess, lame	31 yrs.	\$ 200.00
Maria Burgess, his wife	27 "	\$ 220.00
Alexander Burgess, her child	3 "	\$ 30.00
Henry Burgess " "	2 "	\$ 20.00
Thomas Joice (a cripple) blacksmith	73 "	\$.01
Agnes Joice, his daughter	25 "	\$ 200.00
Tom, child of Agnes Joice	8 "	\$ 100.00
George, " " " "	3 "	\$ 20.00
* Joe Addison - wheelwright	60 "	\$ 40.00
* Catherine Addison, his wife	56 "	\$ 100.00
Henry Addison, his son	32 "	\$ 350.00
Archibald Addison, son of Catherine Addison	18 "	\$ 100.00
Beckey Addison, dau. of Catherine Addison	21 "	\$ 250.00
Dinah Addison, " " " "	18 "	\$ 260.00
Betty Addison, " " " "	12 "	\$ 150.00
Edward Addison - wheelwright	43 "	\$ 250.00
Nancy Culvert	35 "	\$ 200.00
Becky Culvert, her daughter	17 "	\$ 260.00
Barney Culyvert, her son	11 "	\$ 150.00
Henry Culvert, her daughter	10 "	\$ 80.00
Godfrey Culvert, her son age about	8 "	\$ 100.00
Diana Culvert, her daughter	5 "	\$ 60.00
Edward Culvert, her son	4 mos.	\$ 20.00

Susan Burgess, sickly	26 yrs.	\$ 150.00
Mary Burgess, her child	8 "	\$ 50.00
James Burgess " "	3 "	\$ 35.00
Hetty Burgess " "	1 "	\$ 15.00
Toney Stewart, sickly	50 "	\$ 50.00
Julia Stewart, his child	20 "	\$ 200.00
Lucy Stewart " "	16 "	\$ 200.00
Joe Stewart " "	13 "	\$ 175.00
Anne Stewart " "	11 "	\$ 100.00
Sally Stewart " "	9 "	\$ 70.00
Matilda Stewart, subject to fits	40 "	\$.01
Adam Stewart, her child	14 "	\$ 80.00
Hillery Stewart " "	5 "	\$ 50.00
Eli Stewart " "	2 "	\$ 20.00
Archibald Ridgely	45 "	\$ 100.00
Edward Stewart	24 "	\$ 300.00
Hezekiah Joice	72 "	\$.01
Fanny Hawkins	38 "	\$ 100.00
Katy Hawkins, her child	11 "	\$ 25.00
Louisa Hawkins " "	8 "	\$ 75.00
William Hawkins " "	6 "	\$ 75.00
Joe Reonald	54 "	\$ 50.00
Darkey Reonald, his wife, sickly	43 "	\$ 30.00
Mary Reonald, his child	19 "	\$ 250.00
Daniel Reonald " "	22 "	\$ 350.00
Catherine Reonald, his child	14 "	\$ 150.00
Betty Reonald " "	12 "	\$ 150.00
James Wall, sickly	42 "	\$ 80.00
Harry Rosier	50 "	\$ 75.00
Beal Jones	46 "	\$ 175.00
Sophie Jones, his wife	45 "	\$ 75.00
Letita Jones, her child	12 "	\$ 140.00
Elizabeth Jones " "	10 "	\$ 90.00
Matilda Jones " "	2 "	\$ 25.00
Harry Rosier	77 "	\$.01
Sidney Rosier	75 "	\$.01
Hannah Dorsey	80 "	\$.01
Jacob Cassel	76 "	\$.01
Harry Cook, carpenter	45 "	\$ 200.00
Susan Cook, his wife, sickly	37 "	\$ 50.00
Harry Cook, her child - sawyer	25 "	\$ 475.00
Catherine Cook, her child	14 "	\$ 175.00
Nancy Cook " "	12 "	\$ 150.00
Elijah, her son	10 "	\$ 125.00
Dennis, " "	8 "	\$ 100.00
Dick Stewart, miller	30 "	\$ 350.00
Sophie Stewart, his wife	25 "	\$ 200.00
Sally Stewart, her child	5 mos.	\$ 15.00

Peggy Dorsey, sickly	32 yrs.	\$ 150.00
Christopher Dorsey, her child	12 "	\$ 130.00
Mary Dorsey " "	10 "	\$ 90.00
David Dorsey " "	8 "	\$ 90.00
Henry Dorsey " "	2 "	\$ 20.00
Edmond Addison	66 "	\$ 5.00
Clem Barnes, son of Clem	21 "	\$ 300.00
John Anderson	57 "	\$ 25.00
Lewis	70 years	\$.01

\$ 26,480.19

Additional slaves or Negroes belonging to the said deceased on Doughoragen Manor at the time of his death and shewn to the appraisers on said Manor on 1st April 1833

Adolphus (Beals son)	25 years of age	\$ 400.00
Celestta (child of Nancy)	12 "	\$ 120.00
Mary (child of Nancy)	8 "	\$ 80.00
*Moses Addison (Joe's son) wheelwright	20 yrs.	\$ 500.00
James Cook (Harry's son)	21 "	\$ 500.00
Paul Beal's son (blacksmith)	21 "	\$ 500.00
Robert Minskey (shoe maker)	30 "	\$ 550.00
Rachel Hart	39 "	\$ 25.00

Rachel Hart was in town at the time of deceased's death but was on the Manor at the time of the appraisement, and shewn to the appraisers on the 1st April 1833

\$ 2900.00

The following slaves belonging to the deceased at the time of his death are said to have resided in and were employed at the house of Richard Caton in the City of Balto. or at the farm called Brookland Wood near the city of Balto. on the 2nd Sept. 1825 and shewn to the appraisers on the 15th & 22nd Apr. 1833.

Wm. (blind in one eye)	55 years of age	\$ 100.00
Luke	50 "	\$ 250.00
Richard	36 "	\$ 200.00
Polly	60 "	\$ 40.00
Sarah, daughter of Polly	35 "	\$ 200.00
Katy	50 "	\$ 80.00
Nelly	40 "	\$ 250.00
Ellen (grandchild of Old Henry)	25 "	\$ 250.00
Henry Hart (grandchild of Old Henry)	23 years	\$ 300.00
William, Toney's son	25 "	\$ 300.00
Sally (Charles's daughter)	20 "	\$ 200.00
Kitty (Ben's daughter)	20 "	\$ 200.00
Ellen (Harry Hart's daughter)	20 "	\$ 250.00

\$ 2620.00

The following negroes were in the possession of Charles Harper on the farm called "Oakland" at the time of the deceased's death and shown to the appraisers the 22nd day Apr. 1833

Negroe, Mary Holland	16 years of age	\$ 200.00
Negroe, Joseph Addison	14 "	\$ 200.00

The following negroes are said to have been on the farm called Homewood near the city of Balto. at the time of the deceased's death and appraised there on the 23rd day Apr. 1833 by claimed by Charles Carrolls as belonging to him (This is Charles Carroll of Homewood)

Negroe Hilary Stewart	37 years of age	\$ 280.00
Negroe Amy Stewart, his wife, sickly	47 years old	\$ 175.00
Negroe Sally Stewart	30 "	\$ 160.00
Ann Buckmore, her child	14 "	\$ 160.00
Linday Buckmore, her child	12 "	\$ 120.00
Negroe Westley Stewart	25 "	\$ 300.00
Catherine Buckmore, Sally's child	7 "	\$ 90.00
Tom Folkes	55 "	\$ 260.00
Rezekiah Wallace	30 "	\$ 290.00
James Dorsey	24 "	\$ 330.00
Sarah Comos	28 "	\$ 200.00
Sarah Branson	16 "	\$ 200.00
Samuel Castle	14 "	\$ 250.00

Inventory # 4 page 98

The following negroes or slaves said to have been on Doughoragen Manor at the time of the deceased's death, and to have belonged to him at the time of his decease, but claimed by Mrs. McTavish as her property appraised on said manor under protest on the 1st of Apr. 1833

William Joice blacksmith	about 36 yrs of age	\$ 600.00
Caroline Reynolds	28 "	\$ 250.00
Nelly Martin	63 "	\$.01
Paul Addison	50 "	\$ 150.00
Thomas Cook	13 "	\$ 175.00

The following were claimed by Mrs. Caton

Nancy Minsky, wife of Robert	32 "	\$ 200.00
Prudence, her child	5 "	\$ 50.00
Moses Beaver	15 "	\$ 200.00
Nancy Minsky	26 "	\$ 275.00
James Minsky, her child	1 "	\$ 20.00

Carroll: Slave List

Daniel Branson	10 yrs. of age	\$ 140.00
Joe Cassell	11 "	\$ 150.00
Edward, child of Anne Arthur	1 "	\$ 20.00

The following negroes and slaves said to have been on Doughoregan Manor at the time of the deceased's death but claimed by Charles Carroll as his property appraised on said manor under his protest on the 1st of Apr. 1833 (Charles Carroll of Homewood)

Isidod Conner	aged about 54 yrs.	\$ 50.00
Cecilia Conner, his wife	50 "	\$.01
Cesar Conner, his child	22 "	\$ 350.00
Becky Conner	" "	\$ 250.00
Julia Conner	" "	\$ 250.00
John Conner	" "	\$ 350.00
Patrick Conner	" "	\$ 175.00
Jesse Conner	" "	\$ 175.00
Henry Conner	" "	\$ 140.00
Catherine Conner	" "	\$ 75.00
Henrietta Conner	" "	\$ 60.00
Charles Cook, a cripple	15 "	\$.01
Sam Dorsey	45 "	\$ 100.00

Negroes and slaves on Doughoregan Manor belonging to Emily Harper

Eliza Reynolds	aged about 23 yrs.	\$ 250.00
Harriett, her child	2 "	\$ 25.00
Ellen,	" "	3 mos. \$ 10.00

Personal property on the farm called The Folly

Negroes

Charles Rosier	aged about 42 yrs.	\$ 225.00
Julia Rosier, his wife	35 "	\$ 200.00
Henry, his child	16 "	\$ 250.00
Elizabeth, his child	14 "	\$ 175.00
Frances	" "	11 " \$ 150.00
Sidney	" "	6 " \$ 50.00
Mary	" "	3 " \$ 25.00
Henrietta	" "	1 " \$ 15.00

List of Negroes sold on Doughnutagon Manors
Carroll
 Since December the 2^d 1799 by W^m Carroll

No	Name	Age	Buyers	Places of Abode	
✓ 1	Lukoy	40-	36	Gov ^r s Manors	Prince Georges County
✓ 2	Nelly	15-	11	Joseph Smith	Baltimore Town
✓ 3	Samuel	20-	30	W ^m Betty	Prince Georges County
✓ 4	Anna	not app ^d	15		
✓ 5	Shelby	20-	26	Rich ^d Ridgely	ditto
✓ 6	John	7.16	8		
✓ 7	Nelly	7.16	5		
✓ 8	Betty	7.16	4		
✓ 9	Henry	not app ^d	1		
✓ 10	Leah	45-	36	W ^m P. Matthews	Baltimore Town
✓ 11	Cate	30-	37		
✓ 12	Martina	7.16	5		
✓ 13	William	not app ^d	1		
✓ 14	Eliza	15-	14	James Ford	ditto
✓ 15	Joe	7.16	9	Patrick Kearney	City of Washington
✓ 16	McC ^o Wheelock	not app ^d	46	Gale Hall	Baltimore Town
✓ 17	Sall	30-	32		
✓ 18	Charles	75-	10		
✓ 19	Mary	7.16	8		
✓ 20	Nelly	7.16	5		
✓ 21	Fredrick	7.16	4		
✓ 22	Samuel	7.16	3		
✓ 23	John	not app ^d	1		
✓ 24	Deb	16.6	53		
✓ 25	Henry	15.10	49		
✓ 26	John	7.16	9		
✓ 27	Sall	75.10-	47	Neel ^o Argus	Baltimore Town
✓ 28	Israel	45-	17	W ^m Pace	ditto
✓ 29	Nelly	15-	14	Barne Fowler	Annapolis
✓ 30	Mess	45-	25	W ^m Matthews	Baltimore Town County not certain

List of Slaves Sold Continued

No	Names	Age	Proprietors	Place of Abode
31	Timothy 15-	31	Scott Pigeon	Wedge-way County
32	Walter 30.	26		
33	Isaac 7.16	3		
34	Billy unclaps	1		
35	Jack 15.	27	Joshua Jones	Freswick County
36	Mary 30	23		
37	Peggy 7.16	14		
38	Betsy 7.16	3		
39	Bob 7.16.	2		
40	John 15-	26	Lawyer W. M. Mason	Bedford County

The above is an exact list of all the Negroes that were sold and who obtained their freedom belonging to Charles Carroll of Annapolis

February the 19th 1800
 Master William
 Ch. Carroll of Annapolis

I advise that the Commissioners may have the above negroes taken out of my agreement and those who have been taken out of the respective purchasers mentioned in the above list which is signed by my Clerk and myself as Agents
 Ch. Carroll of Annapolis
 17th Febry 1800.

A List of Negroes who obtained their Freedom
 in consequence of the very rich opposition by Charles
 Matthews against the Act of Parliament passed in 1779.
 of Charles Carroll of Carrollton Esq^r in May 1799

No	Names	Ages at 1799	
1	Isaac Cunningham	57	£16. 6. 0
2	Moses A. Miller	52	£16. 6. 0
3	John A. Mendenhall	47	
4	Samuel A. Davis	55	£15. 10. 0
5	Samuel her son & wife	35	10s-
6	Reuben her do & do	32	10s-
7	John her do & do	27	10s-
8	Will her do & do	25	10s-
9	Joe her do & do	10	10s-
10	Kelly her daughter & son	18	20-
11	Fanny her do & do	14	15-
12	Henry her do & do	20	30-
13	Samuel her do		6 was omitted
14	William A. Cooper	14	10s-
15	Samuel A. Cook	50	15. 10.
16	Peter her do & do	20	20-
17	Grace her do & do	32	20-
18	Miriam her do & do died	14	15-
19	Lucy her do	11	10-
20	Kelly her son	7	7. 16
21	Reuben her daughter	9	7. 16
22	Charles her son	5	7. 16
23	Kelly her daughter	2	7. 16

Sayers, Margery

From: Victor Ilenda <victor.ilenda@verizon.net>
Sent: Friday, July 24, 2020 11:30 AM
To: CouncilMail
Subject: Some Comments re CR107-2020

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

Ladies and gentlemen of the Howard County Council,

I watched the work session on July 22, 2020 dealing with the Amendment for the DRRA and have these comments;

- (1) If the development was completed in the 10 year original timeline, this amendment would not be needed; did the developer "drag" his feet on purpose?;
- (2) All of the conditions mandated by APFO were met in 2010 and testimony given by agencies such HCPSS, police, fire department, etc.;
- (3) Why a number of lots slated for Phase IV were placed at the end of Burnside is somewhat suspicious; no clear explanation was given;
- (4) The parcel of land deeded to Mr. Baruch, blocking Burnside, is described as forest conservation; I think that prevents a roadway going through;
- (5) Mr. Oh implied other connection(s) possible via The Preserve, to the south of Burnside.

These are just some thoughts from listening to the work session.

VA Ilenda
CRLCA, Inc.

Sayers, Margery

From: Rosemary Noble <roronoble@me.com>
Sent: Thursday, July 23, 2020 10:25 PM
To: CouncilMail
Subject: CR107-2020

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

Council Members,

Please accept my appreciation for the targeted questions you posed during the work session yesterday. I just finished listening and am in full agreement with the hard questions which need answers.

The community presentation to extend this DRRA was made in May 2019, over a year ago so why has it taken this long to be presented to the county for approval? Mr. Oh seems to think not much has changed in the past 10 years and this DRRA needs a stamp of approval. We all know a lot has changed: increased development resulting in congestion on roads, schools and other community resources. Also, we have learned the Carroll's have failed to begin restoration of buildings on the estate, a part of the DRRA.

I wrote last week to support the continued closure of Burnside Drive since we live just a few houses away on Chateau Ridge. Mr. Oh's comment he was not familiar with this area was stunning. Personally, I am vested in the Chateau Ridgelake Community where we have lived since 1989. However, the larger picture of this family dictating criteria for the preservation of their privately owned historic property which remains closed to the public focuses solely on their wishes, omitting any mutual historic sharing.

Again, I thank you for the work you do daily.

Rosemary Noble
3719 Chateau Ridge Drive

James M. (Jack) Guarneri
10224 Little Brick House Court
Ellicott City, MD 21042
Resident Council District 1

E-Mail: jackguarneri@gmail.com/Phone: (301)844-8930

Testimony for County Council for July 20, 2020 on Council Resolution 107-2020

First Amendment to existing Development Rights and Responsibilities Agreement (DRRA) by and between Camilla Carroll and Philip D. Carroll and Howard County, Maryland in accordance Title 16, Subtitle 17 of the Howard County Code

Bottom Line Up Front: Developers (Carroll family) are requesting a no fault extension of the period of performance of the DRRA and forgiveness for failure to meet their responsibilities. This offers a unique opportunity for Council to modify an existing DRRA in light of changes that have occurred in the 10 years since approval. CR107-20 needs to be tabled at this time until additional assessments can be conducted and potential additional Amendment(s) identified to mitigate the development impact on surrounding communities.

My Background/Experience: I am a 30 year resident of Howard County. I am also a retired Applied Mathematician and Operations Analyst with 40+ years experience in both the U.S. Navy and Johns Hopkins University Applied Physics Laboratory. My specialty was in Cost Benefit Analysis including developing requirements, assessing alternatives, and identifying unintended consequences for Government Decision Makers. I am also a founding member and president of Bicycling Advocates of Howard County and a member of Smarter Growth Alliance of Howard County, Howard County Community Association and Chateau Ridge Lake Community Association.

Background:

A DRRA (CR103-2010) was approved by County Council between the Carroll Family and Howard County in July 2010. The purpose of the DRRA was to preserve a portion of remaining Doughoregan Manor property totaling over 700 acres. The County agreed to an installment purchase of 500 acres as a permanent agricultural land preservation easement while granting Carroll family ability to develop approximately 221 acres and approving a Public Service Area that would allow approximately 325 homes to be built. Carroll Family also agreed to donate 36 acres to Kiwanis-Wallis Park. In addition, The Parties agreed that the use of certain funds (approximately \$2 Million to be received by the Carrolls pursuant to the anticipated development of the Site) would be used to ensure funding for the restoration and ongoing maintenance of the Manor House and historic outbuildings on the Property. A 10 year expiration date (completion of all construction) for the DRRA was approved.

- Article 7.1 of DRRA States: *If the Carrolls shall fail or refuse to perform its obligations as required, then after sixty (60) days from receipt of written notice provided to the Carrolls by Howard County indicating the nature of the default and if the Carrolls have not cured the default, the County may seek equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or an injunction, or declare this Agreement null and void and cease the issuance of building permits and review of development plans.*

What has changed since 2010:

1. **Traffic:** In the past 10 years the density of traffic on surrounding roads and intersections has increased far beyond what the developer traffic study or Planning and Zoning estimates were in 2010. The APFO requirements for traffic assessments are limited to the nearest intersection (in this case Frederick Rd and Rt. 40 and Frederick Rd and Marriottsville Rd). Since peak traffic is primarily headed to/from work locations and most residents are/will be employed East (ex. Baltimore or Fort Meade) or South (ex. APL, DC and Montgomery County) the impact of additional traffic on Rt. 40, Rt. 29 and Centennial Lane is most significant. Traffic delays have greatly increased on all these roads due to the cumulative effects of development and are expected to worsen with new developments being proposed.
2. **Schools Zoning:** Because of greatly increased fill in closer schools, in 2019 the homes in the development (Enclave at Westmount) were redistricted. Children of residents now are being bussed to Triadelphia Ridge ES, Folly Quarter MS, and Glenelg HS which have significant impact on traffic patterns during rush hour in the morning and school dismissal hours in the afternoon
3. **Surrounding Development:** Development has increased since 2010 in the surrounding areas, in particular Turf Valley, and significant new development is in various stages of approval. All of this has contributed to traffic on aforementioned roads and fill in nearby schools.
4. **Historic Significance of Doughoregan:** In the DRRA the historic nature of the Manor House was identified. Doughoregan Manor is a National Historic Landmark and the only existing home of a signer of the Declaration of Independence (Charles Carroll III) still inhabited by their descendants. But Doughoregan was not a family farm it was one of the largest Slave Plantations in Maryland and Charles Carroll owned over 1000 slaves during his lifetime -300 to 400 at a time. The euphemistically referred to 'outbuildings' include former slave quarters. The Manor (Plantation) House was built partially by slave labor in 1727 and rebuilt in its current configuration in 1836. Doughoregan was used to store ammunition and supplies for Confederate forces, and Carroll slaves were not freed until after President Lincoln's 1864 Emancipation Proclamation.

Recommendations:

- Enforce existing provisions of 2010 DRRA.
- Require developers to conduct an updated traffic study.
- Consider additional Amendments to DRRA that would minimize impact of surrounding existing residents while maintaining benefits of development.
 - Vice a Burnside Road exit (specifically excluded in DRRA), which would do little to alleviate traffic impact, add an amendment to connect two existing segments of Manor Lane by having Carrolls cede right-of-way to County. This connection would allow some of traffic projected for Westmount to access Columbia, Clarksville and South via Rt. 108 and reduce existing and projected loads on other roads identified.
 - A Manor Lane exit could also allow residents of the County to see the historic slave plantation house and quarters and permit the County to install a marker explaining the total historical significance of Doughoregan Manor.

Sayers, Margery

From: Victor Ilenda <victor.ilenda@verizon.net>
Sent: Tuesday, July 21, 2020 10:14 AM
To: CouncilMail
Subject: CR107-2020 Testimony in Favor of Amendment to DRRA

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

I did not speak fast enough last night to get my 3 minute testimony in the allotted 2 minutes. Per the Council Chair's suggestion I am following up with the following testimony.

My name is Victor Ilenda and I live at 3722 Chateau Ridge Drive Ellicott City

Chateau Ridge Drive runs parallel to the eastern boundary of Westmount

I have participated in numerous public county meetings as the transition took place for a portion of Doughoregan Manor to include a 325 unit residential development and other components. This took place in the 2007 to 2010 time frame. Many of us felt that the Erickson CCRC would be the ideal solution, but that did not materialize due to financial difficulties with Erickson at the time. As plans for the residential development evolved, my primary concern was the potential increase in vehicular traffic through our neighborhood. There were many other issues and concerns voiced by residents in my community as well as those in close proximity to Doughoregan Manor.

During that time I, and many others in our community, had consistently petitioned the county to adhere to the existing CR 89-43 closing off Burnside Drive at its western terminus for connecting to what has become known as Westmount.

The DRRA which was signed on September 23, 2010 provided such assurance.

A subsequent grant by the Carroll family of a plot of land at the end of Burnside Drive (known as the Burnside Open Space Lot) to a member of our community further solidified our belief that Burnside Drive would remain closed.

At this time, and with assurances from the developer's legal representative that all aspects of the existing DRRA will remain in force, I am very much in favor of the petition to extend the duration of the DRRA for five more years.

My only concern is a small section of the overall plat for Westmount shown on the DPZ website. The arrangement suggests that with a little adjustment, such as removal of building lot #161, a connection between Westmount Blvd and Burnside Drive could be effected, assuming the previously noted measures are somehow overturned.

I am hopeful that this is just a bit of paranoia on my part and that Westmount will be completed under the provisions stated in the proposed Amendment to the DRRA. Therefore I fully support the proposed Amendment to extend the duration of the existing DRRA by five years.

Thank you for the opportunity to voice my views.

James M. (Jack) Guarneri
10224 Little Brick House Court
Ellicott City, MD 21042
Resident Council District 1

E-Mail: jackguarneri@gmail.com/Phone: (301)844-8930

Testimony for County Council for July 20, 2020 on Council Resolution 107-2020

First Amendment to existing Development Rights and Responsibilities Agreement (DRRA) by and between Camilla Carroll and Phillip D. Carroll and Howard County, Maryland in accordance Title 16, Subtitle 17 of the Howard County Code

Bottom Line Up Front: Developers (Carroll family) are requesting a no fault extension of the period of performance of the DRRA and forgiveness for failure to meet their responsibilities. This offers a unique opportunity for Council to modify an existing DRRA in light of changes that have occurred in the 10 years since approval. CR107-20 needs to be tabled at this time until additional assessments can be conducted and potential additional Amendment(s) identified to mitigate the development impact on surrounding communities.

My Background/Experience: I am a 30 year resident of Howard County. I am also a retired Applied Mathematician and Operations Analyst with 40+ years experience in both the U.S. Navy and Johns Hopkins University Applied Physics Laboratory. My specialty was in Cost Benefit Analysis including developing requirements, assessing alternatives, and identifying unintended consequences for Government Decision Makers. I am also a founding member and president of Bicycling Advocates of Howard County and a member of Smarter Growth Alliance of Howard County, Howard County Community Association and Chateau Ridge Lake Community Association.

Background:

A DRRA (CR103-2010) was approved by County Council between the Carroll Family and Howard County in July 2010. The purpose of the DRRA was to preserve a portion of remaining Doughoregan Manor property totaling over 700 acres. The County agreed to an installment purchase of 500 acres as a permanent agricultural land preservation easement while granting Carroll family ability to develop approximately 221 acres and approving a Public Service Area that would allow approximately 325 homes to be built. Carroll Family also agreed to donate 36 acres to Kiwanis-Wallis Park. In addition, The Parties agreed that the use of certain funds (approximately \$2 Million to be received by the Carrolls pursuant to the anticipated development of the Site) would be used to ensure funding for the restoration and ongoing maintenance of the Manor House and historic outbuildings on the Property. A 10 year expiration date (completion of all construction) for the DRRA was approved.

- Article 7.1 of DRRA States: *If the Carrolls shall fail or refuse to perform its obligations as required, then after sixty (60) days from receipt of written notice provided to the Carrolls by Howard County indicating the nature of the default and if the Carrolls have not cured the default, the County may seek equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or an injunction, or declare this Agreement null and void and cease the issuance of building permits and review of development plans.*

What has changed since 2010:

1. **Traffic:** In the past 10 years the density of traffic on surrounding roads and intersections has increased far beyond what the developer traffic study or Planning and Zoning estimates were in 2010. The APFO requirements for traffic assessments are limited to the nearest intersection (in this case Frederick Rd and Rt. 40 and Frederick Rd and Marriottsville Rd). Since peak traffic is primarily headed to/from work locations and most residents are/will be employed East (ex. Baltimore or Fort Meade) or South (ex. APL, DC and Montgomery County) the impact of additional traffic on Rt. 40, Rt. 29 and Centennial Lane is most significant. Traffic delays have greatly increased on all these roads due to the cumulative effects of development and are expected to worsen with new developments being proposed.
2. **Schools Zoning:** Because of greatly increased fill in closer schools, in 2019 the homes in the development (Enclave at Westmount) were redistricted. Children of residents now are being bussed to Triadelphia Ridge ES, Folly Quarter MS, and Glenelg HS which have significant impact on traffic patterns during rush hour in the morning and school dismissal hours in the afternoon
3. **Surrounding Development:** Development has increased since 2010 in the surrounding areas, in particular Turf Valley, and significant new development is in various stages of approval. All of this has contributed to traffic on aforementioned roads and fill in nearby schools.
4. **Historic Significance of Doughoregan:** In the DRRA the historic nature of the Manor House was identified. Doughoregan Manor is a National Historic Landmark and the only existing home of a signer of the Declaration of Independence (Charles Carroll III) still inhabited by their descendants. But Doughoregan was not a family farm it was one of the largest Slave Plantations in Maryland and Charles Carroll owned over 1000 slaves during his lifetime -300 to 400 at a time. The euphemistically referred to 'outbuildings' include former slave quarters. The Manor (Plantation) House was built partially by slave labor in 1727 and rebuilt in its current configuration in 1836. Doughoregan was used to store ammunition and supplies for Confederate forces, and Carroll slaves were not freed until after President Lincoln's 1864 Emancipation Proclamation.

Recommendations:

- Enforce existing provisions of 2010 DRRA.
- Require developers to conduct an updated traffic study.
- Consider additional Amendments to DRRA that would minimize impact of surrounding existing residents while maintaining benefits of development.
 - Vice a Burnside Road exit (specifically excluded in DRRA), which would do little to alleviate traffic impact, add an amendment to connect two existing segments of Manor Lane by having Carrolls cede right-of-way to County. This connection would allow some of traffic projected for Westmount to access Columbia, Clarksville and South via Rt. 108 and reduce existing and projected loads on other roads identified.
 - A Manor Lane exit could also allow residents of the County to see the historic slave plantation house and quarters and permit the County to install a marker explaining the total historical significance of Doughoregan Manor.

Sayers, Margery

From: Sang Oh <soh@talkin-oh.com>
Sent: Monday, July 20, 2020 3:07 PM
To: Jung, Deb; CouncilMail
Cc: Walsh, Elizabeth; Jones, Opel; Rigby, Christiana; Yungmann, David; Sidh, Sameer; Gowan, Amy; Kuc, Gary; Victor Ilenda; tsbaruch@yahoo.com
Subject: CR 107-2020
Attachments: SKMBT_C36020072014550.pdf

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

Dear Ms. Jung:

Please find attached written testimony in support of Council Resolution 107-2020 on behalf of Camilla Carroll and Philip D. Carroll, the Petitioners for the DRRRA Amendment petition. As I am not able to attend tonight's public hearing, please let me know if I can provide any other information to the Council. Thank you.

Sang W. Oh
Talkin & Oh, LLP
5100 Dorsey Hall Drive
Ellicott City, MD 21042
410-964-0300
410-964-2018 (f)

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July 20, 2020

VIA ELECTRONIC MAIL (original will not follow)

The Honorable Deb Jung
Howard County Council
3430 Courthouse Drive
Ellicott City, MD 21043

RE: Council Resolution No. 107-2020

Dear Madame Chair:

Please accept this letter on behalf of Camilla Carroll and Philip D. Carroll, the Petitioners for the proposed Amendment to the Development Rights and Responsibilities dated September 23, 2010 between Petitioners and Howard County, Maryland (the "Current DRRA").

As stated in the Petition for Amendment, the purpose for the proposed Amendment is to extend the term of the Current DRRA by a period of five (5) years. No other changes are being proposed to be made to the Current DRRA.

As the Technical Staff Report to CR 107-2020 specifies on page 2, the Current DRRA is an essential part of a multi-faceted solution that was provided for the permanent preservation of Doughoregan Manor, the original home of Charles Carroll of Carrollton. The Doughoregan Manor estate is the last property in America that is still held by the original family since the Declaration of Independence in 1776.

The multi-faceted solution for the preservation of Doughoregan Manor included the following:

- CB 9-2010: a Planned Service Area boundary amendment to annex 221 acres of the Doughoregan Manor estate into the public water and sewerage area.
- Execution of Commitment Letter for Land Preservation.
- The Current DRRA was then negotiated and drafted.
- The Planning Board issued its recommendation to the County Council supporting the Current DRRA as being consistent with General Plan 2000.
- CB 32-2010: an Installment Purchase Agreement for preserving 500 acres of Doughoregan Manor.
- CR 103-2010: Howard County Council authorized the County Executive to execute the Current DRRA
- ZB Case No. 1098M: rezoning 221.1 acres from RC to R-ED for 325 dwelling units

- Current DRRA execution: Sept. 23, 2010.

These actions were discussed, debated and ultimately adopted unanimously by the Howard County Council and County Executive.

The ten year term of the Current DRRA has proven to be an insufficient amount of time in which to allow Petitioners to obtain all necessary permits, including federal environmental permits. Extending the Current DRRA by 5 years should allow for the completion of the remaining phases of the subdivision. Again, the extension of the term is the only change being set forth in this DRRA.

The notes of the presubmission meeting that was held prior to the submission of the proposed DRRA extension will reveal the amount of discussion about this development and what development in general has meant to the residents of this area of Ellicott City. Overcrowded schools, traffic; it was all discussed. What was not specifically discussed at that meeting was that in 2010, the Petitioners in this case and the owners of Doughoregan Manor stated their need to develop the Property. Under their then-existing zoning of RC-DEO, the nearly 600 acre area of land between Kiwanis-Wallis Park and Folly Quarter Road was subject to development on well and septic lots. To avoid that result, the Petitioners, the County and the community discussed, argued, fought and worked with each other to arrive at a better solution. That better solution is contained within the Current DRRA, which enables the permanent preservation of Doughoregan Manor and its surrounding property.

While the Current DRRA was not approved by the current Howard County Council, it should be evident that the solution that is the Current DRRA provides a delicate balance. The Petitioners have committed to honoring that balance. For the past ten years, we have honored our commitment. We will continue to honor our agreement and support CR 107-2020 as the proposed term extension will best protect the rights of all involved while ensuring for the permanent protection of Doughoregan Manor.

Please contact me if you have any questions or require additional information. Thank you.

Very truly yours,

Talkin & Oh, LLP



By: Sang W. Oh

cc: The Honorable Liz Walsh, Vice-Chair, Howard County Council
The Honorable Opel Jones, Howard County Council.
The Honorable Christiana Mercer-Rigby, Howard County Council
The Honorable David Yungmann, Howard County Council
Sameer Sidh, Chief of Staff, Office of the Howard County Executive
Amy Gowan, Director, Howard County Department of Planning and Zoning
Gary Kuc, County Solicitor, Howard County Office of Law
Victor Ilenda, President, Chateau Ridge Lake Community Association
Theodore Baruch, Chateau Ridge Lake Community Association

Sayers, Margery

From: carla baruch <carlabaruch@hotmail.com>
Sent: Monday, July 20, 2020 11:20 AM
To: Sayers, Margery
Subject: Re: Registration approved for Web seminar: Legislative Public Hearing 7/20 7pm

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

I want to voice that I am in favor of the extension of the DRRRA for another 5 years.

Thank you,

Sent from Outlook

From: carla baruch
Sent: Monday, July 20, 2020 11:03 AM
To: Margery Sayers <msayers@howardcountymd.gov>
Subject: Accepted: Registration approved for Web seminar: Legislative Public Hearing 7/20 7pm
When: Monday, July 20, 2020 7:00 PM-11:00 PM.
Where:
<https://howardcountymd.webex.com/howardcountymd/onstage/g.php?MTID=efc7ce7de3472bd4fe6395a9f374cc79f>

Sayers, Margery

From: Victor Ilenda <victor.ilenda@verizon.net>
Sent: Friday, July 10, 2020 2:20 PM
To: CouncilMail
Cc: soh@talkin-oh.com; tmm@carneykelehan.com
Subject: CR107-2020 Input from CRLCA
Attachments: Input to HC Council re CR107-2020 for 7-20-2020.docx

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

Ladies and Gentlemen of Howard County Council,

Attached are comments regarding County Resolution CR107-2020 from our community, Chateau Ridge Lake Community Association (CRLCA). These reflect the majority sentiment from comments I personally received. I and several others plan to testify as individuals at the upcoming Legislative Session scheduled for July 20, 2020.

Victor Ilenda, President
CRLCA, Inc.

July 10, 2020

To: Howard County Council

Re: Input for Consideration at the Scheduled July 20, 2020 Legislative Session on CR107-2020

Subject: Position of Chateau Ridge Lake Community Association (CRLCA) Regarding the Petition to Amend the Development Rights and Responsibilities Agreement (DRRA) Between Howard County and Camilla Carroll and Philip D. Carroll

Ladies and Gentlemen of the Howard County Council:

By way of introduction, CRLCA is an incorporated entity within Maryland, situated within Councilmatic District 1, with Corporate ID number D00390666. Membership is voluntary and consists of 193 households of which 91% are dues paying members.

Our community (CRLCA), as many others, were notified last year (2019) that the developers of Westmount were considering to submit a petition to amend the existing DRRA. The essence of the petition was presented at a pre-submission public meeting in May 2019 at the Miller Branch library. The intent was to extend the term of the current DRRA by five (5) years from the current expiration date of September 23, 2020. Furthermore, the Amendment would not alter any other conditions of the existing DRRA, including the retention of provisions ensuring closure to Westmount via Burnside Drive (a street within CRLCA) as noted in Article III, Paragraph 3.1, and Subsection B.

CRLCA believes the objectives of the petition are reasonable and appropriate for completion of Westmount. When this petition was presented to the Howard County Planning Board by the Department of Planning and Zoning on July 2, 2020, the Board voted to recommend the measure 4-0. CRLCA provided written input and verbal testimony in support of the petition at that meeting.

A resolution authorizing the execution of the Amendment is scheduled at an upcoming Council legislative session (public hearing) on July 20, 2020 as CR107-2020. CRLCA fully supports the Amendment petition and urges the Council to approve CR107-2020. Hopefully your approval will enable the Howard County Executive and the petitioners to execute Amendment #1 to the Doughoregan DRRA prior to September 23, 2020. Thank you for your consideration.

Victor A. Ilenda, President
CRLCA, Inc.
3722 Chateau Ridge Drive
Ellicott City, MD 21042

Sayers, Margery

From: ALBERT TANEYHILL <ALTANEY@msn.com>
Sent: Friday, July 10, 2020 10:31 AM
To: CouncilMail
Cc: Vic Ilenda
Subject: CR107-2020

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

Good Morning -

I'm writing in support of CR107-2020. This will ensure the continued closure of Burnside Dr. We've lived at 10225 Burnside Dr since 1978. When we moved to Howard County 42 years ago, we found an ideal community to raise our family. Burnside Dr has always been closed to thru traffic. If it is allowed to be opened, it will cause a myriad of problems, the foremost of which is safety. Thanks for your support of this resolution.

Albert Taneyhill
10225 Burnside Dr
Ellicott City, Md 21042