

CB9-2020
ZRA 188

Sayers, Margery

From: Jung, Deb
Sent: Friday, February 21, 2020 10:52 AM
To: Sayers, Margery
Subject: FW: CB9-2020 (ZRA 188)

Thanks for sharing your perspective and thanks for coming to testify.

Deb Jung
Council Chair, District 4
Howard County Council
3430 Court House Dr., Ellicott City, MD 21043
410-313-2001

Sign-up for my District Update [here](#).

From: Jonathan H. BeVille <jonathan.beville@gmail.com>
Sent: Friday, February 21, 2020 9:50 AM
To: Jung, Deb <djung@howardcountymd.gov>
Subject: CB9-2020 (ZRA 188)

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

Dear Mrs. Jung,

My name is Jonathan Beville and I am writing to you as one of your constituents urging you to vote in favor of CB0-2020 (ZRA 188). As one of the parents who spoke at this weeks public session, I understand that you have heard a great deal of testimony on this topic. Therefore, I will be brief in my summary and justification for which I recommend you support this bill.

- We understand that the ZRA requested will have county wide implication, and is not only for the benefit of GCS. This is why the ZRA only requires that the hearing commission accept the Easement Agreement to enable a standard hearing.
- This is a common sense approach to governance that allows GCS' case and any others in similar situations with conditional use zoning to be heard ON THEIR MERITS.
- With respect to GCS itself, all I can say is that this is indeed a matter of extreme importance to the future of the school. As a the parent of a kindergarten student at GCS, it is therefore also a matter of great importance to me and to my family. If GCS is unable to grow to meet the needs of its students, its enrollment will suffer. When enrollment suffers the school suffers. The negative impacts on the county and community of a school in decline far outweigh other risk factors in place when considering the bill.

I commend GCS on the manner in which they have handled this issue to date, and urge you to vote in favor of CB9-2020 (ZRA 188) when it comes to a vote.

Thank you for your consideration.
Jonathan & Selen Beville
346-715-5757 (mobile)

Sayers, Margery

From: Jung, Deb
Sent: Friday, February 21, 2020 10:48 AM
To: Sayers, Margery
Subject: FW: SUPPORT Glenelg Country School -- CB9-2020 (ZRA 188)

Deb Jung
Council Chair, District 4
Howard County Council
3430 Court House Dr., Ellicott City, MD 21043
410-313-2001

Sign-up for my District Update [here](#).

From: Bob Riedy <rriedy621@me.com>
Sent: Thursday, February 20, 2020 4:17 PM
To: Jung, Deb <djung@howardcountymd.gov>
Subject: SUPPORT Glenelg Country School -- CB9-2020 (ZRA 188)

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

We have been residents of Howard County since 1968. We were both educated in private schools and wanted our daughters to have the same opportunity but had no choice other than to send them to schools outside of Howard County. However, when it came to our 6 Howard County grandchildren we fully supported their attending Glenelg Country School and have watched it grow and prosper over the years and have willingly supported the school financially.

As the grandchildren grow it's imperative that Glenelg Country School be allowed continual growth also by expanding their facilities to remain competitive with the multitude of private schools outside of Howard County. The updated campus plan will allow it to expand classroom space for STEAM, improve Music facilities and continue to attract young pre school children through its system.

Glenelg Country School is a tremendous asset to Howard County. PLEASE support this fine institution by voting in favor of CB9-2020 (ZRA 188).

Respectively Submitted,

Bob & Kathy Riedy

Robert D. Riedy
5175 Harpers Farm Rd
Columbia, Md 21044
410 730 4350 (home)
410 730 3517 (fax)
410 917 0605 (cell)

38 Willow Oak Ave

Sayers, Margery

From: Jung, Deb
Sent: Friday, February 21, 2020 10:29 AM
To: Sayers, Margery
Subject: FW: Opposition to ZRA Proposed Changes

Deb Jung
Council Chair, District 4
Howard County Council
3430 Court House Dr., Ellicott City, MD 21043
410-313-2001

Sign-up for my District Update [here](#).

From: jwebster781@verizon.net <jwebster781@verizon.net>
Sent: Sunday, February 16, 2020 8:38 PM
To: Jung, Deb <djung@howardcountymd.gov>
Subject: Opposition to ZRA Proposed Changes

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

Dear Deb,

I am a current homeowner in the Glenelg Manor Estates development and have lived here for 30 years. The Glenelg Country School is adjacent to our development and has expanded their capacity and property development over the past several years. Based on the expanded development, our community endures various negative consequences, such as flooded properties in the front section from the new track installed and the failing septic system due to lack of adequate septic drainage capacity relative to the number of students. Had our development which has an easement adjacent to the Glenelg Country School had input to the track field development we might not be enduring the flooding issue that currently exist.

We are very concerned with the ZRA proposed changes that would allow variance approvals without consideration for adjacent easement property owner input. Please do not enact these proposed changes as easement property owners could negatively be impacted by variance changes. County officials should have all facts regarding the impact for proposed variance request not just the property owner.

Regards,

Jane Webster
12817 Foily Quarter Rd
Ellicott City, MD 21042
410-917-5823 (cell phone)

Summary of the ZRA changes:

1. *Section 131.0.D– Allowance for Variances*

- 5. THE HEARING AUTHORITY MAY APPROVE VARIANCES TO ANY SETBACKS REQUIRED BY 29 SECTION 131.0.N AND SECTION 131.0.O, IN ACCORDANCE WITH THE VARIANCE PROVISIONS 30 OF SECTION 130.0.B. 31
 - 6. ANY SETBACK REQUIRED BY SECTION 131.0.N OR SECTION 131.0.O, OR BY THE UNDERLYING ZONING DISTRICT, SHALL NOT APPLY IF THE PROPERTY FROM WHICH THE SETBACK IS MEASURED IS (A) OWNED BY THE PETITIONER, OR (B) PROPERTY OVER WHICH THE PETITIONER OR ITS PREDECESSOR WAS GRANTED A RECORDED EASEMENT OR SIMILAR RECORDED INSTRUMENT. THE VALIDITY AND LEGALITY OF THE RECORDED EASEMENT OR SIMILAR RECORDED INSTRUMENT SHALL BE PRESUMED, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THE RECORDED EASEMENT OR SIMILAR RECORDED INSTRUMENT ARE NOT RELEVANT TO THE DETERMINATION TO BE MADE UNDER THIS SECTION 131.0.D.6.
2. Section 131.0.F.2
- WRITTEN AUTHORIZATION FROM THE PROPERTY'S OWNER (IF OTHER THAN THE PETITIONER), WHICH AUTHORIZATION MAY BE IN THE FORM OF A RECORDED EASEMENT OR SIMILAR RECORDED INSTRUMENT. THE VALIDITY AND LEGALITY OF THE RECORDED EASEMENT OR SIMILAR RECORDED INSTRUMENT SHALL BE PRESUMED, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THE RECORDED EASEMENT OR SIMILAR RECORDED INSTRUMENT ARE NOT RELEVANT TO THE DETERMINATION TO BE MADE UNDER THIS SECTION 131.0.F.2.F. 21
3. Section 131.0.N
- 48. Schools, Colleges, Universities—Private (Academic) A Conditional Use may be granted in the RC and RR Districts, on properties that are not 20 ALPP purchased or dedicated easement properties, and in the R-20, R-ED, R-12, R-21 SC, R-SA-8, R-H-ED, R-A-15, R-APT, R-MH, or R-VH Districts for private 22 academic schools, colleges and universities, [[[not including nursery schools]]] 23 WHICH MAY INCLUDE CHILD DAY CARE CENTERS AND NURSERY SCHOOLS AS AN 24 ACCESSORY USE, provided that:

Sayers, Margery

From: Jung, Deb
Sent: Friday, February 21, 2020 10:26 AM
To: Sayers, Margery
Subject: FW: ZRA-188

Deb Jung
Council Chair, District 4
Howard County Council
3430 Court House Dr., Ellicott City, MD 21043
410-313-2001

Sign-up for my District Update [here](#).

From: Ken Gaertner <kgaert@outlook.com>
Sent: Sunday, February 16, 2020 3:14 PM
To: Jung, Deb <djung@howardcountymd.gov>
Subject: ZRA-188

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

I urge you to reject Zoning Regulation Amendment as proposed by Glenelg Country School. I am a resident of Howard County for nearly 30 years and reside next to the Glenelg Country School. I own one of the 22 pipestems that are in the easement agreement mentioned in the petition. Years ago Glenelg Country School violated our property rights by using our land without approval. An easement agreement was negotiated after a 3 or 4 year struggle and only settled when a judge told them to settle or he would settle it. We have rights with easement such as ability to inspect it which the school has made nearly impossible. They regard it as "their land." "It seems like nothing that the school has ever wanted to do has been denied to them, partially because they did not always ask permission before doing it. Nothing was denied until last June when the zoning board denied amendments for setback requirements and the hearing examiner did not approve all of the changes they wanted. These changes they are proposing now would all affect easements all over the county. It assumes that all easements are legal and valid and signatures by owners are not required. Any legal rights of the owners are ignored. Other counties-Anne Arundel, Baltimore, and Carroll Counties require a property owner's signature for an easement holder to process a Conditional Use application.

I am asking you to consider the effect these changes would have on the whole county.

Don't let the Glenelg Country School to use their influence to change county laws to suit
the school as they have always tried to do.

Ken Gaertner
12885 Folly Quarter Road
Ellicott City, MD 21042

Sayers, Margery

From: Betty Ruffle <b.ruffle@comcast.net>
Sent: Thursday, February 20, 2020 4:07 PM
To: CouncilMail
Subject: CB 9-2020

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

I was unable to speak at the council meeting on February 18. Please accept my comments in support of CB 9-2020:

"I am Betty Ruffle, homeowner in Ellicott City, parent of a 2014 and 2016 Lifer graduates from Glenelg Country School; Lifer meaning attendance from Pre-K/kindergarten through 12 grade.

My family moved here in May 2001 from Texas. Our research of schools before our move led us to GCS, the most progressive choice in shaping the academic, service, and character development of our children. Please note, GCS graduates go on to schools as prestigious as Harvard, Yale, Princeton.

GCS is very forward thinking with the children as goal. Over six years ago they added the A to STEM to support Art just as important as Science, Technology, Engineering and Math, to get STEAM. They also required cognitive baseline of student athletes, before seasons begin, to ensure healing after concussions. The GCS foresight includes having state of the art facilities for its students. This is evident in the growth from the Manor House Lower School to include Primary, Middle and Upper Schools, gymnasiums, theater, observatory, laboratories, and athletic fields.

The vision now includes the need for a music facility, additional STEAM classrooms, DRAGON Cottage. The end goal is student enrichment and fulfilled potential. GCS strives to keep its graduates competitive on a national level..

The school construction approval process needs to be streamlined as requested in GCS ZRA#188, Council Bill 9-2020 to ensure timely benefit to the students. If not, what was identified yesterday, is needed now, and won't be available until tomorrow. Please support CB 9-2020."

Sayers, Margery

From: Jung, Deb
Sent: Thursday, February 20, 2020 3:23 PM
To: Sayers, Margery
Subject: FW: CB9-2020
Attachments: Dan Mark - P&Z Dir Memo.pdf; GCS and Easement area Satellite.JPG; Picture of back maintenance area with colors.JPG

Deb Jung
Council Chair, District 4
Howard County Council
3430 Court House Dr., Ellicott City, MD 21043
410-313-2001

Sign-up for my District Update [here](#).

From: Pete&Dot <petedotdc@verizon.net>
Sent: Wednesday, February 19, 2020 1:08 PM
To: Jung, Deb <djung@howardcountymd.gov>
Subject: CB9-2020

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

From: Pete&Dot <petedotdc@verizon.net>
Sent: Wednesday, February 19, 2020 1:06 PM
To: 'ewalsh@howardcountymd.gov' <ewalsh@howardcountymd.gov>
Subject: CB9-2020

Thank you so much for listening to all of the testimony that was given last night. I've added some thoughts from the meeting last night.

1. We are concerned that **the school is planning on a large influx of students from parents who are not happy with the redistricting that went on this fall.** Everywhere I saw signs against the redistricting I saw signs that said, "We heart our school" from Glenelg Country School. This will not help fix the socio-economic issues facing our public schools. With tuition at the high school level at \$31,300.00, and middle school just a couple of thousand dollars less, not many families can afford this. Because of this, we also understand that the school needs to expand their infrastructure. Once again, we repeat, **we are not against the expansion, we just want them to follow the zoning regulations as put forth by DPZ without the newest additions of CB9-2020.**
2. **The school can expand and apply for a conditional use without the easement signatures if they do not include the easement area within their conditional use.** They could easily put forth the current petition with all of the buildings and structures that the parents and teachers want on the main 80 acre parcel (the big green area). They could even add the additions on the Lot 345, the maintenance yard perhaps without the signatures. What they can't do is incorporate the easement area into their conditional use, thus changing the zoning on the properties, without the signatures of the easement holders.

3. It's important to once again to note that the **easement area separates the main campus from a 3.5 acre Maintenance yard**. All of the additions that the parents were asking for are on the main campus. They were not planning to add any structures or uses to the maintenance area that the Glenelg Country School Parents' were asking for approval for last night. They were planning to add 2 maintenance buildings. Once again, we ask, **why is this maintenance area so important to the school that they would force such drastic zoning amendments on Howard County**.
4. We are still very troubled about the ZRA about setbacks. This statement is concerning, "any setbacks required by.....shall not apply". The list of conditional uses is long and the **setbacks are there to protect the residential property owners**. We are very concerned about the unintended consequences. Why is this setback so important to them? We are asking them to abide by their 50 setback (requirement from DPZ) along our residential properties and along Maisel farm road. I understand that they don't want to move the roll off containers and mulch piles, but surely this is not that onerous of a request that you would burden all of Howard County with no required setbacks?
5. We are still confused about the motivation behind the school refusing to ask for the signatures of the easement holders. They were willing to ask Dale Maisel when they included his property in the conditional use. Why didn't they ask for the signatures? Is it because **they didn't want the property owners to know of the request to put a conditional use on their land** thus changing the use of their land from residential? Or were they hoping that this would quickly receive conditional use approval and **no one would recognize that the land was not theirs** until after the conditional use was done? Why didn't they point out to DPZ that the land was not theirs in Fee simple when they received the technical staff report? They must have understood that DPZ did not know who owned the land.
6. Day Care – **Why are they not apologetic that they didn't go through Conditional Use for the daycare?** They unashamedly bragged about their daycare and the need for it in the county. We believe that they should have to go through the conditional use process for a daycare as required by Howard County Zoning regulations. To mention that there are other schools out there that also have daycares that did not get through the approval process is not a good reason for them to change this zoning regulation. We don't let our children get away with, "but Susie does it, why can't I".
7. The petition failed because of the signatures but also **because they refused to present any more testimony about the structures and uses on their campus**. They have added many structures and uses over the last 20 years (last time they went through a conditional use) outside of the conditional use process. The hearing Examiner asked the school to present reasons why they needed each structure and use as all conditional use petitioners are required to do. They declined to do so. At the end of the hearings they rested their case without presenting any evidence that they needed many of these structures and uses. Please see D&O (attached). I believe she would have given them most of what they asked for if they had continued to testify about their need for them. Because they didn't, she only allowed them the wastewater treatment plants.
8. I've attached a 2005 letter to DPZ from Glenelg Manor Estates President Dan Marks asking for help from DPZ with the encroachments and trespasses on the pipestem land. This was before there was an easement. He very clearly spells out **the adverse impacts that the school was having on the land owned by members of Glenelg Manor Estates**. He was pleading with DPZ to help him with this problem since Glenelg Country School would not stop using the land.

9. I've also attached the Decision and Order from the Miller Trust from District 3. Please note that the petitioner was required to get 17 signatures, only 5 less than GCS. **All of these constituents would be effected by these easement ZRAs. I am sure there are more.**

Thanks,
Dottie DeCesare

70: BOB

The Glenelg Manor Estates Community Association, Inc.

Monday, March 7, 2005

Mr. George L. Beisser, Chief
Division of Public Service and Zoning Administration
Howard County Department of Planning & Zoning
3430 Courthouse Drive
Ellicott City, Maryland 21043

Subject: Glenelg Country School non-conformance to terms and conditions of variance Decision and Order BA99-051 E&V (and reference SDP-01-69), approved May 16, 2000, and associated effects to the Glenelg Manor Estates Community.

Dear Mr. Beisser,

The Glenelg Country School (GCS) has been significantly expanding its size and scope of operation within the direct sphere of influence to our community steadily for the past 6+ years. In the process of doing so, several new buildings have been constructed and new property uses and permits have been approved by the Howard County government's various departments. Specifically, the subject variance has specific terms and conditions to be adhered to by GCS and fall within the purview, oversight, and control of the Howard County Department of Planning & Zoning.

Several of these conditions are producing negative affects on the property owners within our community (The Glenelg Manor Estates) and to their properties. In addition, we are familiar with at least one other community, directly adjacent to GCS, which is engaged in an ongoing dialogue with your office and the Howard County Dept. of Health to gain corrective actions for a series of GCS non-conformances to the subject variance. As a result, we are aware that the GCS was notified by your office (letter dated December 2, 2004) of a 30-day petition deadline to submit proposed modifications to the subject variance. January 3, 2005 was the expiration date for this invitation. As of February 04, 2005 your Department indicated that no petition or request for extension on this subject had been filed.

Specific non-conformances to the subject variance that we request your office to investigate and work with the GCS and GECS, LLC to rectify are:

- 1) **The toddler playground, fences, constructs, and daily activities** are placed and occur on private homeowners property and obstruct the Parcel 345 (GECS, LLC Owner; Tax Map 28, Grid 4) easement.

Physical encroachments and trespass by GCS from its Parcel 146 (GCS, Inc Owner; Tax Map 22, Grid 23), for which no easement or usage agreement exists, have, and continue to, occur onto adjacent private properties (Tax Map 28, Grid 4, Parcels 341, 342, 346, 347, 348, 349, 350, 351, 354, 355, 356, 357, 358, 359, 360, 362, 363, 364, 365, 366, 367, 380). These activities include the Primary School sewage line connection, vehicular traffic, and staff, parents, personnel, children, and subcontractor traffic.

For these reasons, the primary school activities on Parcel 146 and the buildings constructed on Parcel 345 do not fulfill the intent of the conditions that allowed the granting of the subject variance with regards to *"The majority of the proposed improvements will be constructed toward the central campus area and are set back adequately from lot lines"* and *"...the location, nature and height of structures and, provided that it is in conformance with the Howard County Landscape Manual, the extent of the landscaping on the site are such that the use will not hinder or discourage the development and use of adjacent land and structures..."* (Reference General Criteria for Special Exceptions, page 7, part 3,

The Glenelg Manor Estates Community Association, Inc.

proposed improvements, of the subject variance). In fact, the constructions upon and trespass across the private properties have directly hindered and discouraged the use of adjacent land and structures.

Specifically, the Order (subject variance, page 10, item 1) states: *"The special exception shall apply to the inclusion of Parcel 345 into the special exception site, and the construction of improvements as depicted on the Special Exception Plan dated November 8, 1999, and to no other structures and/or uses."* The continuing acts of trespass violate the Order. Correcting/terminating these trespass and encroachments to conform to the variance is required.

Interior Lot Line Violations. The Criteria for Variances (page 8 of the subject variance), section 1 states: *"the inclusion of an adjacent property as part of the special exception use area is a unique physical condition that creates practical difficulties and unnecessary hardships in complying strictly with the required use setbacks"*. This clearly identifies that Howard County considered the adjacent property usage a sensitive issue and that GCS was fully apprised of this concern prior to improvements upon either Parcel included in the variance. For this reason, section 2 (page 9 of the subject variance), therefore, clearly delineated that *"The requested variances are from interior lot lines only. All exterior setback requirements would be met. The variances, if granted, will therefore not alter the essential character of the neighborhood in which the lot is located, nor substantially impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare..."*

All of these criteria have been violated by the GCS implementation of constructions on these Parcels since the encroachments and obstructions border exterior lot lines and/or have been built upon private property abutting exterior lot lines. These and the daily GCS operations emanating from Parcel 146 have altered the essential character of the neighborhood, inhibited the usage of sovereign property by its owners, and have impaired the use and development of adjacent property.

- 2) **The use of the frame dwelling on Parcel 345** for business support operations for GCS staff violates the *Specific Criteria for Schools, Colleges, Universities – Private (Academic), part 3 (on page 8 of the subject variance)* *"The Headmaster's Residence and the frame dwelling on Parcel 345 which would continue to be used for residential purposes are the only proposed residence accommodations for students, staff members, or caretakers of the school."* The GCS business activities operated from the frame dwelling on Parcel 345 have promoted the multiple daily events of trespass across the adjoining private properties, of personnel, students, staff, caretakers, vehicles and equipment which support the school non-residential operations. Proper residential usage of the frame dwelling as RR-DEO on Parcel 345 would not induce these events from Parcel 146.

Specifically, the Order (subject variance, page 10, item 1) *"The special exception shall apply to the inclusion of Parcel 345 into the special exception site, and the construction of improvements as depicted on the Special Exception Plan dated November 8, 1999, and to no other structures and/or uses."* In addition, item 5 states *"The Petitioner shall comply with all applicable Federal, State, and County laws and regulations."* The Rural Residential-Density Exchange Option (RR-DEO) County zoning district regulation has not been and is not being honored due to the usage of the frame dwelling for business purposes. In addition, the daily use of dumpsters for school solid waste staging/removal is not a use included in the variance petition and is not contained on the Special Exception Plan dated November 8, 1999 referenced in the Order. Therefore, these activities do not conform to at least two conditions of the order. Correcting both the usage of the frame dwelling to the current RR-DEO allowance and ceasing the use of Parcel 345 as a solid waste staging and removal area, to conform to the variance is required.

- 3) **Concealment and Landscape Buffering.** The Order (subject variance, page 10, item 2) states *"Existing vegetation shall be augmented to create a Type C Landscape Buffer along the lot lines of Parcel 345 that do not adjoin Parcel 146."* The augmentation has not occurred and, as a result, an

The Glenelg Manor Estates Community Association, Inc.

unsightly condition has resulted viewable by all properties and their community residents adjacent to Parcel 345. The effect of this devalues these adjacent properties/communities and does not support the beautification and preservation of the character of the Glenelg Manor House State Historic Register property (an element of the essential character of our neighborhood) directly adjacent to Parcel 345.

Conclusions:

These conditions have placed the 22 private parcels in a posture where sale/transfer by the owners is directly inhibited. The required legal disclosure of these existing encroachments/obstructions by existing homeowners in a contract of sale creates a condition that deters prospective homebuyers and agents from entering into a purchase contract, resulting in a declining effect on the potential sale price. This, in turn, propagates into a negative sale effect for all of the properties in the communities adjacent to the school.

The conditions described exist due to GCS' indeterminate development methodology, its non-conformance to variance requirements, and encroachment onto the private lands of adjacent homeowners. These conditions decrease the value of adjacent properties and show disregard of the rights of adjoining property owners, which creates "...other adverse effects upon vicinal properties beyond those inherently associated with a private school located in an RR-DEO zone." (Reference General Criteria for Special Exceptions, page 6, part 2, property usage, of the subject variance).

We request the following from your office:

- 1) Written response is requested, within 15 calendar days of the date of this letter, as to your intended plan to address the items listed
- 2) Please verify (due to the expiration of the deadline from the December 2, 2004 letter) that GECS, LLC. and GCS, Inc. petitions for modifications to the subject variance will not be entertained by the Department of Planning and Zoning
- 3) That enforcement action will be taken with GCS, Inc. and GECS, LLC. to correct all of the items of obstruction and the non-conformances to the variance

If there is anything we can do to assist in understanding these issues further please contact me. We thank your office for its efforts to have GCS, Inc. and GECS, LLC rectify these items to work towards the restoration of the rural residential good neighbor relationship of the school and the community.

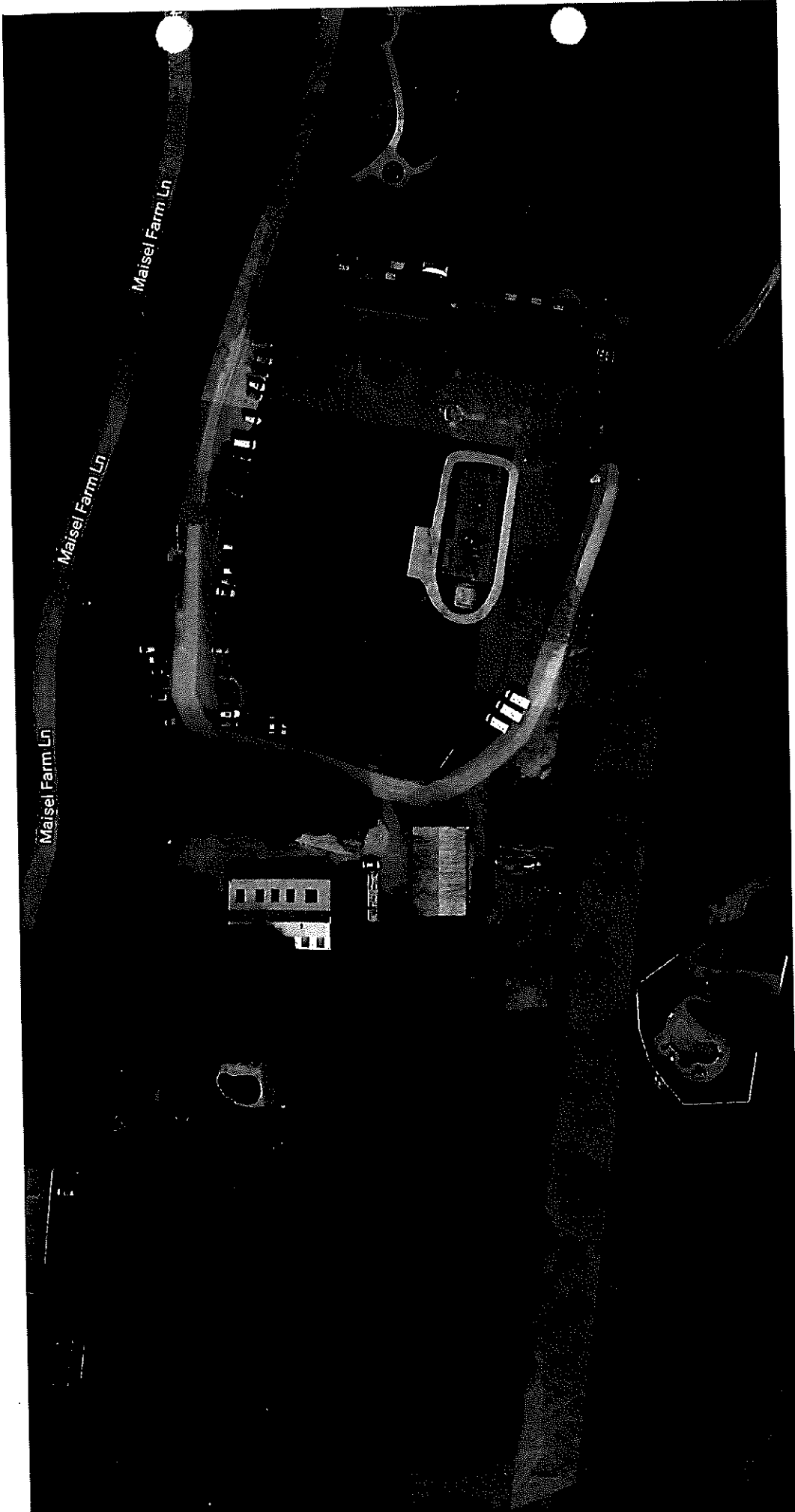
Sincerely,



Daniel Mark
President, Glenelg Manor Estates Community Association

Cc: Robert Weber/Director, HoCo Bureau of Environmental Health, Councilman Charles Feaga, GCS Board of Trustees, GECS/LLC, James Demma/Miles & Stockbridge, James L. Mayer, John A. Boris/HoCo Director of Well & Septic, Barry Glotfelty/MDE Wastewater Permits Program





STATE OF MARYLAND
COUNTY OF HOWARD

Structures and Uses by the Petitioner

[Hatched Pattern]	Around 2001
[Dotted Pattern]	2001-2005
[Horizontal Lines]	2005-2007
[Vertical Lines]	Easement 2007/2008
[Diagonal Lines]	2007 - 2011
[Cross-hatch]	2011-2016
[Solid Grey]	2017

PARCEL A
NON-BUILDABLE PRESERVATION PARCEL
 PRIVATELY OWNED BY MAISEL ROAD LLC
 L 18522 F. 78
 6.03 ACRES OR 28,244 SQ. FT.
 EASEMENT TO BE HELD BY HOWARD COUNTY, MARYLAND AND MAISEL PROPERTY HOA

THOMAS PRICE
 LOT 52
 15805/00470
 ZONE RR-DEO
 4.636 AC

EX. PRIVATE
 INGRESS/EGRESS
 EASEMENT FOR
 BUCKSKIN WOODS,
 LOT 52
 L 5219, F. 0344

MAISEL PROPERTY
 HOMEOWNERS ASSOC. INC.
 OPEN SPACE, LOT 6
 6271/516
 L 177, ZONE RR-DEO
 0.86 AC

FOREST CONSERVATION
 EASEMENT B
 PART OF PARCEL A
 0.31 ACRES
 FLAT NO. 14528

LOT 1
GLENELG COUNTRY SCHOOL, INC.
 L 19580/F. 444
 ZONE RR-DEO
 1095 AC

BAO LUONG &
 ANITA WOODLEY
 LOT 2
 11364/00842
 ZONE RR-DEO
 0.918 AC

EX. HOUSE
 HISTORIC PROPERTY
 HC-238

JACK & GINETTE
 STAMERK
 LOT 3
 14618/00356
 ZONE RR-DEO
 0.939 AC

SHELLY & JUSTIN
 AGOSTINE
 LOT 4
 17905/200
 ZONE RR-DEO
 0.921 AC

E SCHAFFER &
 ANNING LIN
 LOT 5
 1116/00546
 ZONE RR-DEO
 1.128 AC

PARCEL 346 (LOT 24C)
GLENELG COUNTRY SCHOOL, INC.
 L 19580/ F. 448
 ZONE RR-DEO
 3.62 AC

ESMT. AREA PARCELS 24A TO 28D
 L 19343/ F. 604 AND F. 684
 3.63949 AC

SHED TO BE INTERNALLY
 PARTITIONED TO LIMIT USE
 WITHIN 50' BUFFER AREA.
 STONE OUTLET
 STRUCTURE

PROPOSED GATE TO BE MADE OF BOARD ON BOARD PANELS SIMILAR TO NOISE WALL
 PROP. 70 LF OF 6' NOISE BARRIER (SEE SHEET 14)

EXISTING BARN
 4550 SF

EXIST. SPLIT RAIL FENCE
 EX. STORAGE COMPACTOR

EX. MAINTENANCE BUILDING
 EX. SPLIT RAIL FENCE

EX. STORAGE COMPACTOR
 EX. SPLIT RAIL FENCE

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Sayers, Margery

From: Jung, Deb
Sent: Thursday, February 20, 2020 3:16 PM
To: Sayers, Margery
Subject: FW: Support for CB9-2020 (ZRA 188)

Deb Jung
Council Chair, District 4
Howard County Council
3430 Court House Dr., Ellicott City, MD 21043
410-313-2001

Sign-up for my District Update [here](#).

From: Owen Charlebois <owen5117@yahoo.com>
Sent: Thursday, February 20, 2020 10:49 AM
To: Jung, Deb <djung@howardcountymd.gov>
Subject: Support for CB9-2020 (ZRA 188)

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

Dear Council Representative Jung:

I am 19 year resident of Howard County, living on the Hobbits Glen Golf Course at 5117 Watchwood Path.

I am writing to express my strong support for Glenelg Country School and for its proposed zoning regulation amendments CB9-2020 (ZRA 188).

By way of background, my son graduated from GCS in 2018. He is what is called a GCS "Lifer" - he started at GCS in kindergarten in 2001 and spent his entire elementary, middle and high school years at GCS.

Not only has GCS been a critical part of my son's education and personal development, it has also been a place where our family has connected with the broader community, making friends and supporting various school activities.

GCS is a critical resource to Howard County residents and I urge you to support the GCS proposed amendments CB9-2020 (ZRA 188).

Thank you for your consideration.

Owen Charlebois
5117 Watchwood Path
Columbia, MD 21044

(Tel: 410-992-0157)

Sayers, Margery

From: Jung, Deb
Sent: Thursday, February 20, 2020 3:11 PM
To: Sayers, Margery
Subject: FW: CB9-2020

Deb Jung
Council Chair, District 4
Howard County Council
3430 Court House Dr., Ellicott City, MD 21043
410-313-2001

Sign-up for my District Update [here](#).

From: Tina Fisher <tina@nashcarpetone.com>
Sent: Thursday, February 20, 2020 12:54 PM
To: Jung, Deb <djung@howardcountymd.gov>
Cc: Darren Fisher <dtcfisher@gmail.com>
Subject: CB9-2020

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

Dear Council Women Jung -

My family is writing to you in support of CB9-2020 (ZRA 188). Our family has been a part of the Glenelg Country School community for the past 10 years with two boys attending the school. One is now an alumni and one is a current student. We have been extremely grateful to have this school available to our children, right in our local community, as our kids have required some special needs. Our boys have thrived as a result of the experiences in which GCS has provided both academically, socially and spiritually.

We feel CB9-2020 (ZRA 188) should be approved so GCS can continue to provide an outstanding education with a campus that is up to date and able to continue its natural growth in order to survive. GCS has always been a partner to the surrounding neighborhood and makes every effort to make improvements with the least amount of impact to the neighborhood. The school has come to the point of needing this approval from the council so they can continue to provide the beautiful campus and top notch education to community children.

Thank you for your time and consideration of this approval and are hopeful you vote in favor of CB9-2020 (ZRA 188).

Sincerely,

--
Tina Fisher

Nash Carpet One
5712 Wicomico Avenue
Rockville, MD 20852
301-881-0004 x102

Sayers, Margery

From: Jung, Deb
Sent: Thursday, February 20, 2020 3:10 PM
To: Sayers, Margery
Subject: FW: Concerned Resident in Support of CB9-2020 (ZRA 188)

Deb Jung
Council Chair, District 4
Howard County Council
3430 Court House Dr., Ellicott City, MD 21043
410-313-2001

Sign-up for my District Update [here](#).

From: Navin Ghaffarian <navinghaffarian@gmail.com>
Sent: Thursday, February 20, 2020 1:41 PM
To: Jung, Deb <djung@howardcountymd.gov>
Subject: Concerned Resident in Support of CB9-2020 (ZRA 188)

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

Good Afternoon Mrs. Jung,

My name is Navin Ghaffarian and I am writing on behalf of myself, my wife (Kristen Ghaffarian), and my children in support of CB9-2020 (ZRA 188). I attended the related Howard County council meeting on the evening of Tuesday, Feb 18th. I was encouraged and impressed by the governance of our country and the overall hospitality afforded to all the speakers. I felt extremely proud to be both a Howard County resident and a Glenelg County School alumni and parent. It also impressed upon me how important and how hard the Howard County council works to represent the interests of all its residents, so for that let me express my sincere gratitude for your service.

I have lived in Howard County all my life, living in Scaggsville (Laruel) and then Ellicott City. I attended Hammond Elementary, Hammond Middle and Atholton High School. My junior year of high school, I started to attend Glenelg County School (GCS). It is there that I met the love of my life, my wife, and would form a deep fondness and love for GCS. My wife and my brother-in-law started at GCS in Kindergarten and would graduate from its Upper School as GCS "lifers". My father-in-law also serves on GCS' board of trustees (John Feezer III), he spoke at the council meeting regarding the matter of the easements.

After college and getting married, my wife and I moved back to Howard County and now reside in Maple Lawn. We have 4 children - Zain (10), Ezra (7), Remy (3), Isla (1), two of which are now attending Glenelg Country School in 1st and 4th grade. I can tell you they love their school and consider it their second home, very much like their parents did when we went there. I make no exaggeration, when I say it is a special place and a remarkable asset to Howard County.

The council meeting was very enlightening and educational for me and I can appreciate the perspectives of both the proponents and opponents of the proposed bill. I will not pretend to know all the ins and outs of Howard County's zoning laws, so I will just speak based on my experience and understanding of the matter. I worked with NASA Goddard Space Flight Center for 10 years as a government contractor. I can appreciate the challenges we face as a country and a

planet going forward. Continued innovation in science, research, and development will be more important now than it ever has been in recent memory. Equipping our youth and infusing them with a love of learning is crucial to ensure we can meet these challenges. At GCS it is no different. More to the point, a strong STEAM education has become foundational to any school curriculum and for GCS to compete and attract students/parents, we must also invest in STEAM as HCPSS and other area private schools have. Unfortunately, because GCS is prevented from even proposing the possibility of a build out, I know first hand they have had to continually repurpose space (including valuable classroom space) to meet the needs of a growing STEAM program. Additionally, I hope to send my younger two children to GCS, but the primary school is at capacity. And even though we plan to send our children to GCS regardless, I want them to enjoy the same quality of education and facilities that my wife, my brother-in-law, and my two older boys were able to experience. Any school, whether public or private needs to have the ability to evolve to meet the ever changing needs of its students and the nature of the world we live in. Even if this proposed bill is not the answer to the issues raised by the school and its neighbors. I hope you will help guide both parties to a reasonable compromise, where we can move forward amicably and still allow each other to thrive.

We feel so fortunate and grateful that we are able to send our children to same school, where we are proud to be alumni. We work very hard to be able to provide that same experience and education that we cherished so much. I hope you will consider this bill and its intended purpose, to allow GCS to continue to compete, develop, and thrive as it has in the past.

All the best and thanks again for serving our community!

Navin Ghaffarian and Kristen Ghaffarian, GCS Class of 2002
7744 Elmwood Rd.
Fulton, MD 20759
navinghaffarian@gmail.com

Sayers, Margery

From: Jung, Deb
Sent: Thursday, February 20, 2020 3:07 PM
To: Sayers, Margery
Subject: FW: Support of bill CB9-2020

Deb Jung
Council Chair, District 4
Howard County Council
3430 Court House Dr., Ellicott City, MD 21043
410-313-2001

Sign-up for my District Update [here](#).

From: Megan Bruno <meganbru@gmail.com>
Sent: Thursday, February 20, 2020 3:04 PM
To: Jung, Deb <djung@howardcountymd.gov>
Subject: Support of bill CB9-2020

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

Dear Ms. Jung,

I am live at 12310 Carol Drive in Fulton, MD and I am writing to strongly encourage your support of CB9-2020. I am a Glenelg Country School parent and trustee and a lifelong Howard County resident. I testified at the hearing on February 18th and appreciated your impartial leadership over the very passionate proceedings and your thoughtful questions regarding the facts of this issue.

While it was painful and disheartening to hear our school community which I cherish so greatly to be portrayed by a few neighbors as a big, bad, "machine" when this could not be further from the truth, I believe the true facts of the issue came to light. Many claims were patently untrue; GCS has worked through all legal and required channels and still landed in this position. We would simply like to be granted the opportunity to present a plan that we have the right too. The neighbors and government will have their opportunity to comment on future plans but to not even let us get to that point is simply unfair. We are a COUNTRY school on the most beautiful of campuses. This is never something we would be willing to sacrifice to excessive development.

As a constituent of District 4, I urge you to support CB9-2020.

Sincerely,
Megan Bruno

--
Megan Bruno

Comprehensive Pilates Instructor

Sayers, Margery

From: LISA MARKOVITZ <lmarkovitz@comcast.net>
Sent: Thursday, February 20, 2020 12:31 PM
To: CouncilMail
Subject: My CB9 written testimony
Attachments: cb92020.docx

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

Please read, as I have made this more concise and added some clearer points having listened to all the testimony.

Thank you,
Lisa Markovitz

Lisa Markovitz

CB9 – Oppose (strong amendment requests)

Speaking for The People's Voice, Ellicott City 2/19/2020

It seems there is an irony here. On the one hand, is this spot zoning? Is it making a rare situation have unintended consequences on other properties? On the other hand, it seems the Bill is not actually specific enough to avoid unintended consequences. It does not match the easement legality claimed in this particular case. The Bill does not say the easement holder versus property owners, have full authority on any uses over the property in perpetuity. There are a lot of concerns in this Bill and it should not be passed, but if it is please at least amend the easement language to state that it must be an perpetual easement granting any and all uses to the petitioner to suffice as owner permission.

It has come out that owner permission is being withheld here, and the School does not just have an issue of locating legal owners. I do not see how lawsuits could be avoided. Nonetheless, with regard to allowing easements to suffice as evidence of property owner authorization, the DPZ staff report wisely and accurately stated that the County does not involve itself in adjudicating possible disputes. It seems that is exactly what is happening here though, because easements are often held by non-landowners. I have one myself. Many HOA's have them. I would imagine that many developers wouldn't want this change made. I don't have the right, nor should I, to say what can be done on the easement I have next to my property, on land I do not own. How should any ownership issues be allowed to be changed without specific owner agreement?

The easement I refer to above, mine and HOA's, etc., are not what are being referenced in the Bill. Those types are what exist in reality, many different types, with many different possibilities of rights upon them. The Bill does not preclude someone from trying to change the uses allowed on property that does not belong to them, and without the right to do so. The Bill allows anyone to request a conditional use change, and use the mere existence of an easement to indicate owner permission. The Bill needs to state that the easement actually allows such a thing.

Just because it might not make business sense to pursue a use to which one is not entitled, on someone else's land, doesn't mean it won't happen. If you leave the onus on the homeowner to sue developers that is about as unfair a thing in land use, as I can imagine.

If the Hearing Examiner is given the right to grant variances this could cause problems. Would all the same requirements be made, such as traffic studies? Does it make sense to grant this power to a Hearing Examiner yet say it makes no sense to have that same person be able to read an easement and determine if it actually does grant any usage on it? Should the Hearing Examiner be making these decisions or not? Piecemealing out what benefits the petitioner in every case, and not what may not, is no way to code zoning.

The Planning Board heard many concerns that they felt were great enough to unanimously deny this petition on four different points, citing setback and lot disagreements, common ownership rule effects,

procedural issues, rights, etc. Pipestem lots should not be lumped together regarding removing protections from many types of neighborhoods, and so it is good that issue was removed in creating the Bill versus the petition request.

Please review this carefully because how can you allow the Hearing Examiner to only adjudicate the merits of a use regardless of whether or not a property owner has legally agreed to it? Of course this Bill has unintended consequences because it does not match the rarity of the stated request.

The School went through a difficult process because they claim they have full usage rights on the easements, which means they should not have needed more owner permission, and the Hearing Examiner allegedly should have seen that was the case and allowed the uses to be determined. Those are facts in dispute by the pipestem lot owners, but assuming the School is accurate, the Bill doesn't say that.

The Bill says the mere existence of an easement regardless of what rights it has in it is to be equated to owner permission. That doesn't even seem legal. It seems fraught with risk and liability to the County to involve itself in granting permissions to which the petitioner could not be legally entitled. There are exceptions to be allowed to sue a government body, and allowing someone to build on your property without permission making you have to sue them, is surely one of them.

Maybe another study of legislation that would be helpful is to have is for land use changes to note the effects on other properties.

Sayers, Margery

From: Mary Christensen <mechristensen@gmail.com>
Sent: Friday, February 14, 2020 1:16 PM
To: CouncilMail
Subject: Fwd: Schedule a meeting to discuss GCS and CB9

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

I just sent this to Me Yungman, but wanted to extend the invitation to each member of the County Council to come discuss the CB9 issue with Glenelg Country School and why we are opposed to it as the nearest neighbors to the school.

Please let me know when you are available to meet.

Mary Christensen
240-547-4321

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

From: **Mary Christensen** <mechristensen@gmail.com>
Date: Fri, Feb 14, 2020, 1:12 PM
Subject: Schedule a meeting to discuss GCS and CB9
To: <dyungmann@howardcountymd.gov>

Hello Mr Yungman,

We have been discussing Glenelg Country Scholl trying to get CB9 passed through the county council. I would like to officially invite you to come to our home and talk about this issue and share our perspectives on this. My husband and I, and our four kids, would love to meet you. We'd like to give you the chance to come walk our property, and see our home in relation to the school and the pipe stems and help illustrate to you why this issue is of such concern to me and my family.

Please let me know when you are available to meet with us. My phone number is 240-547-4321.

I look forward to hearing from you.

Mary Christensen

Give to CMs -
Not enough at hearing
C.B. 9-2020

1. Proposed Amendment 131.0.N.48: Traffic and Safety -

Section 131.0.N.48 - Schools, Colleges, Universities—Private (Academic).

DPZ recommends approval

The proposed amendment adds child day care centers and nursery schools as an accessory use. DPZ would typically consider such uses as customary and incidental to the Private Academic Schools, and therefore would permit them as accessory. DPZ recommends approval since the proposed language is consistent with our current interpretation.

To note; Child Day Care Centers and Nursery Schools are otherwise Conditional Uses and would necessitate Conditional Use approval if determined not to be accessory to the Private Academic use.

The Glenelg Country School needs this amendment because it is already running a daycare without the approval of the Department of Zoning. It will not receive approval at this point because the playground is located on land that belongs to other property owners and it does not meet the 50 foot setback. The school is trying to slip this in so that it does not have to meet Howard County zoning requirements.

This would allow every private school in Howard county to add Day Care centers and Nursery schools without the approval of a Conditional Use Plan. What does the approval process for a Conditional Use Plan of this type entail? One requirement for large daycare centers, of which GCS is one, is to have the playground fenced, in the rear or side of the building, and for it to be 50 feet from their property line. In the case of Glenelg Country School, the placement of the current playground is NOT 50 ft from their property line. In fact, it is on property that belongs to other property owners. GCS is not the fee simple owner and does not have conditional use to for that piece of land. Is the county willing to overlook this requirement?

Another requirement for conditional use involving a child daycare or nursery school facility requires a test for safe traffic conditions. "On-site circulation and parking areas shall be designed to minimize vehicular/pedestrian conflicts and to provide safe areas for dropping off and picking up passengers". According to the CDC the second leading cause of child mortality in ages 1-4 is accidental death by Motor Vehicle. This accounts for almost 30% of the deaths of children in this age group. Current zoning regulations were put in place to safeguard young children that are in day cares and nursery schools while they enter and leave the facility.

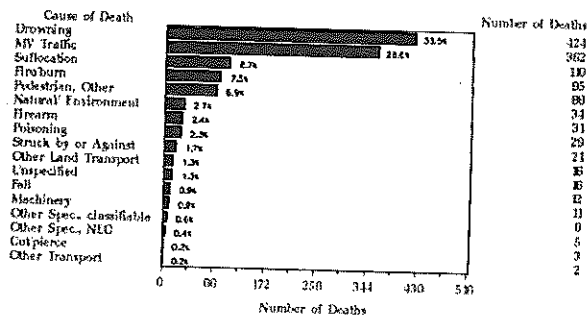
Does the county really wish to give up the requirement for safe traffic pattern, playground, and setback requirements, among others, in day care facilities throughout the county simply because one school did not receive its desired outcome in a Conditional Use Plan?

How will a parent know that some daycares have more stringent requirements than others? God forbid that something should happen to a child. How will the county explain that they allowed what amounts to spot zoning to remove, for the needs GCS, the more rigorous requirements that other day care centers are required to meet?

1 From the CDC - Causes of Death for Children ages 1-4 (www.cdc.gov/safefchild)

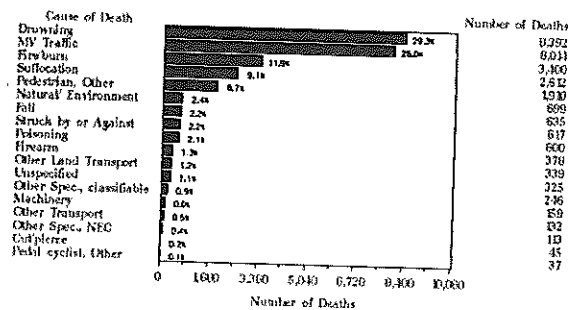
2017, United States
Unintentional Injuries
Ages 1-4, All Races, Both Sexes
Total Deaths: 1267

Click on the colored bars to drill down to the ICD code level



1999 - 2017, United States
Unintentional Injuries
Ages 1-4, All Races, Both Sexes
Total Deaths: 28,653

Click on the colored bars to drill down to the ICD code level



18 February 2020

To: Howard County Council

From: Lindsay Bauer
12693 Folly Quarter Rd
Ellicott City, MD 21042

Subject: Testimony Against CB9-2020

I'm a pipestem owner with an easement agreement with GCS. No one from the school asked for my signature in regards to the latest conditional use petition or any of the other unapproved structures on the pipestems.

A handwritten signature in black ink, appearing to be 'L. Bauer', with a long horizontal line extending to the right.

Lindsay Bauer

Chris Zink, 12701 Folly Quarter Rd., Ellicott City.

The proposed amendment 131.0.f. is quasi-judicial

Sec. 4b of the conditional use application form **unequivocally requires property owner signature authorization** when the petitioner is not the fee-simple titleholder. This requirement does not allow for a private contract or easement to take the place of a landowner's signature.

In fact, DPZ states in the technical report that **they rely on that signature as authority** to process a petition. They further state, "Any dispute in the right to submit a Petition **must be adjudicated through court proceedings** between the involved parties, **which does not include the County.**"

Thus, enforcement of the parties' rights and obligations granted through the easement/addendum contract is **the sole province of the judiciary, not the county.**

The Department of Zoning **must not be allowed to presume** that an easement **allows an easement holder all rights to another landowners' property.** They should not be in the position of quasi adjudicating an easement.

To state that an easement does not require the authority of the landowner is **ludicrous, and will cause massive disorganization and further strife in the zoning process.** It will require the landowner whose property is being **used in a way with which they have not agreed** to take the Conditional Use to court resulting **extensive delays and thousands of dollars' worth of expenses for both parties.** This will **particularly affect landowners** who cannot afford to protect their land in a court of law.

In the meantime, the **petitioner can immediately start building on, grading and/or using the easement property, potentially causing millions of dollars of damage** to the landowner's property.

You might wonder why the petitioner is trying to force passage of this ill-conceived zoning regulation that will have massive effects on the county. It is because **they know they would not win a judgement** if adjudicated in court. Note again, the **Glenelg Country School has already built on and used the easements owned by Glenelg Manor Estates, illegally and without Conditional Use approval.**

Let us recognize the petitioner's proposal for what it is – an attempted end-run around the previously submitted Conditional Use Plan **that went through the proper channels and was not ruled 100% in the petitioner's favor.**

Beyond the consequences to the owners of easements, the Planning Board should consider the **extensive, unintended consequences** the easement provision of this proposed ZRA will create. It would **establish a de facto method for developers and owners, by private agreement, to re-draw property boundary lines without County approval.** What is to stop developers all over the County from **privately obtaining easements** and extending property lines in all different directions to expand Conditional Use areas, thus **increasing adverse impact throughout the County, without regulation?**

Carney, Kelehan
Bresler, Bennett
& Scherr LLP

ATTORNEYS AT LAW

February 18, 2020

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Howard County Council
3430 Courthouse Drive
Ellicott City, MD 21043

Re: CB9-2020

Dear Council Members:

Please be advised that I represent Anita Woodley and Bao Luong, neighbors to the Glenelg Country School. These proposals should be denied because they are contrary to the welfare of Howard County residents and any homeowners who live near conditional uses.

One proposal would allow existing conditional uses, like the Glenelg Country School, to alter the circumstances and environment the neighbors have with a conditional use, and allow uses in residential zones, like private airports, outside pens for animal hospitals, cemeteries and mausoleums, child day care centers, funeral homes and mortuaries, home based contractors, kennels and pet grooming establishments, sawmills, bulk firewood processing, mulch manufacturing, soil processing, shooting ranges, and yard waste composting facilities to all be closer to property lines than the current setbacks established in their conditional uses.

There is a reference in the Staff Report to required conditional use setbacks being arbitrary.

First, I am not aware of any mandatory setbacks for conditional uses being opposed by DPZ, so the foundation of the Department's position is not clear.

Second, far from being arbitrary, conditional uses that have mandatory setbacks, and not all do, are individualized for each use. There is not one standard setback for all conditional uses. Each one is different.

No use has a right to be a conditional use in any given zoning district. Criteria have to be established to further ensure compatibility. There are all manner of restrictions placed on conditional uses. Are all of those arbitrary?

Proposed conditional uses go through a vetting and compromise process. Original proposals for conditional uses may change form as they go through the

process, especially in response to concerns raised by Staff, the Council or citizens. Proposed conditional use regulations may be approved, but only if certain safeguards are in place.

So now the proposal is to remove or modify one of those safeguards, the minimum bulk regulation requirements, setbacks. That is not in the welfare of Howard County residents.

There is a critique in the Staff Report about the setbacks being piecemeal. What is wrong with that? Is DPZ suggesting the same setbacks for all conditional uses? That would be arbitrary. It is better that setbacks be considered piecemeal for each use.

Then consider the fact the School has made this request. It wants uses and structures to be closer than the required 50-foot setback. The School's property is 94 acres. If the School needs to be closer than the 50-foot setback, that means there is no room outside of this setback for the uses and buildings that would go inside the 50-foot setback. That would indicate a very high intensity use of 94 acres. I would submit that the School is an example of why the 50-foot setback needs to remain without being able to be reduced. There has to be some set distance, especially from a project as large as this.

On the proposal to not have setbacks from property also owned by a petitioner, under the current law the petitioner can have this if it incorporates the parcel into its plan. What happens if this property is sold to a third party? The buyer might know that the setbacks have been reduced if there is a structure in the setback, but not necessarily if the setback has been reduced for a use. So there is still the opportunity for an unwanted surprise for the buyer if she does not receive the benefit of the setbacks, which is why commonly owned properties don't have setbacks if they are both incorporated into the project.

Another proposal is that easement or similar recorded instrument holders don't have to obtain owner's approval if the petitioner has an easement. The validity and legality of the easement or similar recorded instrument, whatever that means, shall be presumed, and the rights and obligations of the parties under the recorded easement or other similar instrument are not relevant to the use of the easement or similar recorded easement.

How can the easement or similar recorded instrument be used in place of owner authorization if the document is not interpreted to allow the petitioner to use the document to file the petition? And then how can this interpretation be made

Howard County Council
February 18, 2020
Page 3

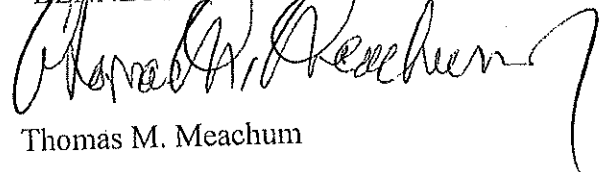
without considering any restrictions or conditions on that use? Easements or similar recorded documents are like any other legal document – they are subject to interpretation. But that interpretation should not be made by DPZ or the Hearing Authority, it should be made by the courts.

Finally, as to allowing day care centers and nursery schools with private academic schools, that can be done now. Child day care centers and nursery schools are permitted now with private academic schools. They are conditional uses, and there are certain requirements that have to be met. The School is trying to get around those requirements by having child day care centers and nursery schools designated as accessory uses. There is no need to do away with the requirements of day care centers and nursery schools just because the day care would be part of a private academic school.

For these reasons, the bill should be voted down.

Very truly yours,

CARNEY, KELEHAN, BRESLER,
BENNETT & SCHERR, LLP



Thomas M. Meachum

TMM:pjm

Tom Meachum

From: Tom Meachum
Sent: Saturday, February 1, 2020 12:21 PM
To: 'dijones@howardcountymd.gov'
Subject: Prefiled CB9-2020

Ms. Jones

The purpose of this e-mail is to register an objection to the title for this prefiled bill as expressed on the Council website.

The title states that it is an act amending the Zoning Regulations pertaining to conditional uses "to allow the Hearing Authority to grant variances to certain setbacks for a child day care center that is an accessory use to a private academic school conditional use under specified conditions; and generally relating to Howard County Zoning Regulations." This phraseology makes the bill seem like a minor amendment to an accessory use. That is not correct.

First, there is no reference in the bill to a variance to setbacks specifically for child day care centers as accessory uses to private academic schools.

Second, the reference to the child day care is an extremely minor part in the bill. In relation to that subject it simply proposes to add that as a permitted accessory use. Any person reading the title would assume this bill had a limited subject matter and they would only look into the bill if they had an interest in child day care facilities and private academic schools.

In fact, the bill proposes to overturn a zoning regulation that has been in place for 27 years, and which would affect every existing and future conditional use in County. The bill would permit variances from setback requirements specifically mandated in conditional uses. This is a wide-ranging subject that would have County-wide effect. A reader of the title would not have an inkling that such an impactful change is being proposed in this bill. While certainly a bill that may have many topics cannot in a title express every topic in the title (subject to a bill having one subject in it), to have a title that is incorrect, and to not mention the most important subject of a bill, would seem not to comport to the purpose of having titles, and does not give the public any sense of what this bill contains. Frankly, it seems it would have been better for the title to have simply said it was amending the Zoning Regulations, and let every member of the public interested in that topic read the bill.

This is an especially unfortunate circumstance because of the history of these proposed amendments, When this proposal came before the Planning Board last June, there was significant public opposition to them. It runs counter to promoting confidence in this process for the title to be so flawed and misleading. It would seem the only way to correct this is for the bill not to be introduced, and retitled in an accurate fashion and reintroduced next month.

Tom Meachum

**Carney, Kelehan
Bresler, Bennett**

 **Scherr**

ATTORNEYS AT LAW

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Please respond to:

tmm@carneykelehan.com

229 East Main Street, Suite G
Westminster, MD 21157

(443)821-3820

(443)821-3922

Ken Gaertner

My name is Ken Gaertner. I'm a member of the GME community and a pipestem owner. I am against CB9.

The bill proposal to allow variances on Conditional Uses under Sect. 131.0.D has significant consequences.

Conditional Uses are by definition more extreme uses with more adverse impacts than those permitted as a matter of right. If such a use cannot be sited within a property without altering all zoning regulations, it is clearly going to have a more adverse impact than the Conditional Use is anticipated to impose. There was a solid rationale to prohibit variances on Conditional Uses and this rationale remains.

A Conditional Use hearing is a forum to determine the appropriateness of a specific use and only a specific use on a specific property. It is not a discussion of site development parameters. Discussion of the nitty gritty of building location, height, etc. is rarely relevant in such a proceeding. Variances by definition have to do with site development, with the area, not the use, that a development is to encompass. To address **both** a use request and an area variance in the same hearing is improper; it will confuse issues within the hearing, and cause tremendous inefficiency if the Conditional Use is ultimately not granted or if during the later site development, a process managed by DPZ, it is revealed that a variance is not necessary or appropriate.

If a variance request is truly appropriate, there should be a provision to make that request **after** a Conditional Use is granted, not as part of the Conditional Use petition.

The burden communities or individuals face in opposing Conditional Uses is rarely considered when the processes for making Conditional Use determinations are developed. Opposition to a Conditional Use petition requires significant financial, time, and organizational resources that adjacent landowners rarely have at the ready; while such proposals are par for the course for developers. Individual property owners and small communities are greatly disadvantaged, out-resourced and out-spent, and unable to compete with developers, who approach these petitions as business propositions.

The barrage of legal measures taken by developers greatly increases the burden placed on those attempting to protect their properties and communities. We count on the County Council to protect the rights of all Howard County citizens, communities, and individuals alike.

I urge you to vote "no" to CB9-2020

Madeline Mirecki

My name is Madeline Mirecki, a member of the GME community and I am against CB9.

Having an easement is not equivalent to owning property. An easement is a non-possessory contractual right that a person or entity has to use the property owned by another. It is not an ownership interest and any attempt to phrase it as such is at best legally and factually wrong and at worst reckless or intentionally misleading. An easement holder is not an owner. The owner of the property, subject to an easement, retains fundamental rights to and responsibilities for the land, retains the fee simple interest, and has property tax and other liabilities, including insurance liabilities, for the property.

Further, easements come in all shapes and sizes; they are not uniform in any way and each is governed by its own specific contractual provisions. Some are exclusive, some are not; some are for ingress/egress only or for another singular purpose. Some are attached to and run with the land, and others attach to the individual and not to the land. Thus, what an easement entitles the easement holder to do or not do is very frequently open to interpretation and Courts are often called in to adjudicate and define the exact parameters of easement rights.

GMECA maintains it is highly likely that if the easement held by the School over the 22 pipestem properties were to be adjudicated, a Court may find the easement an illegal contract and/or that the contract has been repeatedly violated by the School.

Our situation is very similar to the the Miller Family Trust case in district 3, a Conditional Use hearing involving shared property with easements; however, in that case, the very first piece of evidence introduced was the copy of the signatures of the 17 affected property owners authorizing the petitioner to make the Conditional Use application. How would these property owners feel when they are no longer included in the process?

Thus, it is shocking that the Country School and DPZ are asserting that it will be permissible for an easement holder – someone who is, again, NOT the property owner – **not** to have to ask the property owner for a signature of agreement before petitioning the County to change the use of the owner's property. Instead, CB9 proposes that a Conditional Use Petitioner can simply make a representation to the County that an easement holder's personal, individual interpretation of the easement contract permits that easement holder to use the property interest for a proposed Conditional Use. This is an **unprecedented** shifting of rights and of burden and expense.

I urge you to vote "no" to CB9-2020

Lauren Gaasch

My name is Lauren Gaasch, a member of the GME community and I am against CB9.

Ownership of land is documented in various ways and is subject to several checks and balances that, upon recording of the deed, provides information to the County that the property is owned as set forth in a land use petition.

An easement right is far different. There are no standard requirements for an easement to be recorded and there is not even a cursory check to ensure that the easement actually does what it is intended to do. For the County to state that it will now be the practice and policy to accept the easement grantee's interpretation of an easement and force the actual owner of the land to go to court to prove that the grantee's interpretation is wrong, is beyond unreasonable.

The County is not going to review every easement contract to determine whether the Petitioner's interpretation of easement rights is correct. For the County to **endorse** the Petitioner making such an interpretation and to trust that the Petitioner – a party with an intense vested interest in a specific interpretation – is ludicrous. It potentially leaves the property owner, who was not consulted, in a truly unfair and precarious position. The property owner will be forced to sue the Petitioner in Circuit Court to obtain a judicial determination of easement rights, an enormous financial, time, and stress imposition, while the Petitioner continues forward with administrative hearings and, potentially, site development. This is exactly what will happen in the School's current Conditional Use case if this bill is enacted.

The Petitioner is the one making the unusual land use request of the County. Thus, if the Petitioner believes an easement confers a specific land use right and the actual land owner disagrees and refuses to sign the Conditional Use petition, the burden should be on the Petitioner to go to the Courts and obtain a judgment affirming the Petitioner's interpretation. The burden should not be shifted to the property owner, and the County should not facilitate or endorse such a shift.

I urge you to vote "no" to CB9-2020

Alison Holcombe

My name is Alison Holcombe and I'm the secretary for the Glenelg Manor Estates Community Association. GMECA has grave concerns with respect to CB9. During this testimony, the County Council will hear from various Glenelg Manor Estates community members about why this bill is, in reality, spot zoning and a flagrant attempt by the Glenelg Country School to side-step fundamental requirements for expanding Conditional Uses and if passed permits a "Taking" of the property owner's land.

The Glenelg Country School's relationship with the GMECA community and the zoning history of the School's property must be considered in order to fully understand what is being proposed, because what is proposed will not just affect the Glenelg Manor Estates Community, it will have far-reaching implications for the County as a whole. This bill was born out of litigation filed against GCS for using adjacent property (pipestems owned by Glenelg Manor Estates homeowners) without permission, which resulted in the School acquiring 22 easements over the pipestem properties. This was followed by a conditional use hearing in which the School was denied conditional use because it failed to even request, much less obtain, the signatures of the pipestem property owners. Trying to fix the deficiencies, by weaponizing the bill process, is not only inappropriate, but the proposed fixes would have considerable unintended effects and unacceptable consequences for the County at large which cannot be ignored.

Currently, the filing of a Conditional Use petition requires that the petitioner obtain the signatures of all property owners. This seems a straightforward and simple requirement and should make you question why it is being proposed for change under Sect. 131.0.F.2.

The granting of Conditional Use fundamentally changes the categorization and rights attached to a property; therefore, the owner of the property has a fundamental right to know that such changes are being proposed. In our country, where property rights are **sacrosanct and fundamental**, the premise of this bill that the written permission of the property owner is somehow not necessary is truly startling. Requiring property owners' signatures is a standard requirement in all Maryland jurisdictions.

Acceptance of this proposal endorses a change that will dramatically exclude, curtail, and burden the rights of property owners whose property is subject to an easement.

I urge you to vote "no" to CB9-2020

Testimony of Albert P. Free in opposition to
CB9-2020: ZRA 188 - Glenelg Country School - Setbacks

February 18, 2020

Good evening. My name is Al Free. I live at 12873 Folly Quarter Road. I am the owner of a fee simple strip, or pipestem, that extends from my property to Folly Quarter Road. It is one of 22 such pipestems from Glenelg Manor Estates that abut and pass between certain parcels owned by Glenelg Country School.

I am here today to express my overall opposition to this Act which was submitted solely on the behalf of Glenelg Country School. As the Howard County Council, you need to consider how this Act impacts the entire County, but let's be clear here. This Act is only intended to benefit Glenelg Country School.

I am going to specifically focus my comments on the portions of the Act that that would allow the Country School to expand its conditional use facility without any setback from my property and would allow them to include my property in any future conditional use application without my approval.

Glenelg Country School has proven itself to be a bad actor when it comes to zoning and property use issues and providing them this carte blanche will only serve to make the problem worse.

Let me go through a little history:

- ❑ In October and December 1999, each of the 22 pipestem owners received letters (copies attached) asking us to donate portions of our pipestems to the School so it could access a newly obtained parcel on the northeast side of our pipestems. This new parcel was not contiguous to the remainder of the school property and to access it the School needed to cross our properties. No compensation was offered; we were simply supposed to give the School our land out of the goodness of our hearts. Naturally, no one did.
- ❑ Undeterred, the School trespassed across the pipestems and constructed wastewater pipes and a playground on our property.
- ❑ When it presented the plans for this work to the County, the School assured the County officials that it had approval from the pipestem owners. Obviously, it did not have any such approval.
- ❑ In 2004 the pipestem owners discovered the trespass and in February 2005 wrote a letter to the School requesting that they stop trespassing and implement corrective actions to restore our properties.
- ❑ The School dragged its feet and eventually the pipestem owners had to retain an attorney and threaten legal action.
- ❑ In March 2007, following very slow negotiations, the pipestem owners prepared and executed an Easement Agreement that would give the School certain use of our properties while protecting our rights as the property owners. Again, the School dragged its feet,

forced an additional amendment and did not execute the Agreement in August 2008. This Agreement is recorded in Liber 11343, Folio 604.

- Section 3 of the Easement Agreement requires the school to comply with all laws, ordinances, codes, etc. in its use of the Easement Area:

3. Compliance With All Laws. That the Glenelg Country School in connection with his use of the Easement Area shall comply with all applicable laws, ordinances, codes, regulations, rules, orders and directives promulgated or issued by any governmental entity with authority over the Easement Area; and the use of the Easement Area by the Glenelg Country School shall be subject to, and in accordance with, all applicable zoning, subdivision, and all other governmental regulations. (Easement Agreement between Daniel Mark, et al. and Glenelg Country School, page 3, recorded Liber 11343, Folio 604)

- The School has ignored this requirement and has built structures on the pipestem properties without proper zoning approvals or building permits.
- In October 2016 the School submitted a Conditional Use Petition to the Board of Appeals (BOA Case No. 16-034C). In the application document, the School included the names of the owners of the 22 pipestems as though we had given approval and were on-board with the Petition. We were not, and in fact, were never even aware of the Petition until after it was submitted. Multiple pipestem owners gave testimony in opposition to the Petition.
- The Decision and Order issued by the Hearing Examiner denying the Petition specifically stated that signature authorization of the pipestem owners was required to make any future petition or application:

12. That any future application by Glenelg Country School to expand the conditional use site boundary to include the pipestems strips or to make use of these lands shall include the fee simple owners' signature authorization to proceed with the petition and make application for all site development plans or redline site development plans. Alternatively, the application shall include a court order to the effect that the 2007 easement/2008 addendum suffice as signature authorization to proceed with the CU application and make application for all necessary site development plans or redline site development plans. (Decision and Order BOA Case No. 16-043C Glenelg Country School page 68 of 68)

- In June 2019 the School tried an end run around the ruling by going to the Zoning Board with zoning amendments similar to this Act. All of the School's proposed zoning amendments were soundly rejected by the Zoning Board.
- To summarize, over the past 20 years, Glenelg Country School has acted in bad faith regarding its adjoining property owners, including the pipestem owners. There is nothing in their history that would indicate that they are planning on changing anytime soon. Approval of this Act will simply give them even less incentive to comply with local laws and regulations or the property rights of their neighbors.

Thank you for your time.

GLENELG
COUNTRY
SCHOOL

October 27, 1999

Mr. and Mrs. Albert P. Free
12873 Folly Quarter Road
Ellicott City, Maryland 21042-1220

Dear Mr. and Mrs. Free:

We are writing to inquire if you would care to donate to Glenelg Country School a narrow strip of land, just two feet wide, that you own which runs from the lot on which your residence is located all the way to Folly Quarter Road. The location of this strip is shown in gray on the enclosed plat.

The origin of this curious strip dates from the creation of your lot and was designed to conform to the then Howard County Subdivision regulations which required all lots to have frontage, no matter how small, on a public road. We have been advised by the County that this requirement would no longer be necessary upon your conveyance of this strip to GCS.

You will note that the plat shows twenty-one similar strips adjacent to yours, each connected to a lot belonging to one of your neighbors. We are writing identical letters to all of them.

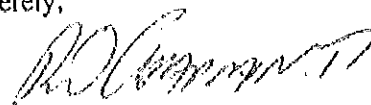
The reason Glenelg would like to acquire these strips is to consolidate with the School's existing property a small tract the School has recently acquired from the Maisel family. This tract is outlined in green. The School has plans to use a portion of this property for a new primary school building the footprint of which is outlined in turquoise.

However, from the School's point-of-view, this building would be better located closer to existing school structures and amenities, the ideal site shown as "alternative B" outlined in navy blue. As you can see, this site would be partially on the former Maisel property, partially on your strip and those of your neighbors, and partially on existing School property.

Donations of land to GCS, which is a non-profit corporation, may be treated like donations to other non-profit entities in computing Federal and Maryland Income Taxes. We have engaged a knowledgeable appraiser to determine what the fair market value might be for each of the strips. His report should shortly be available, hopefully, by the time of a meeting scheduled to discuss this matter to which you are cordially invited.

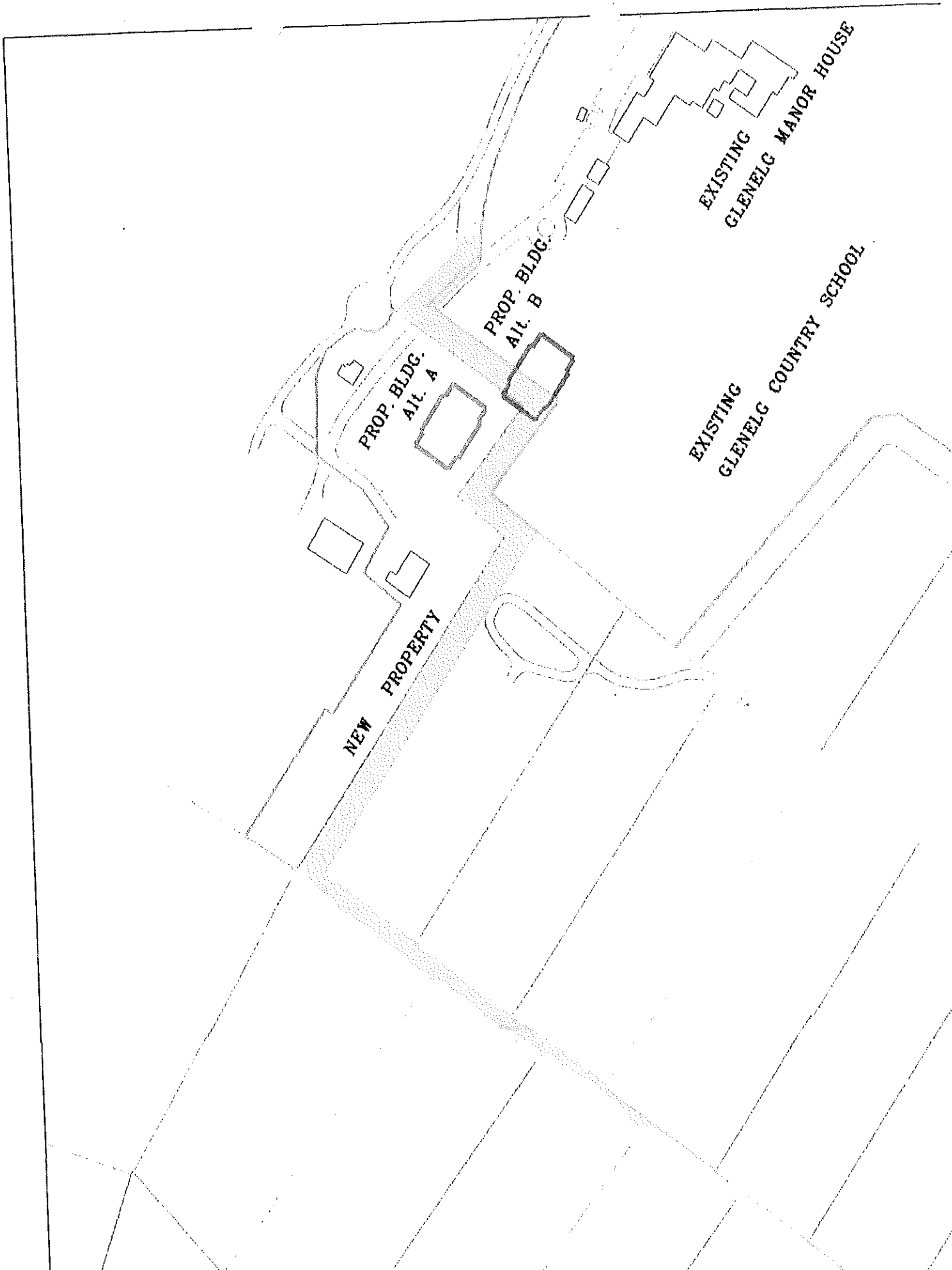
The meeting will be at 6:30 p.m. on November 4th in the library of our new Middle School Building. Additional plats and copies of all relevant documents will be available. Refreshments will be served and we hope you will be able to attend.

Sincerely,



Ryland O. Chapman, III
Headmaster

Enclosure



PROP. BLDG.
Alt. A

PROP. BLDG.
Alt. B

EXISTING
GLENELG MANOR HOUSE

EXISTING
GLENELG COUNTRY SCHOOL

NEW
PROPERTY

GLENELG
COUNTRY
SCHOOL

December 10, 1999

Mr. and Mrs. Albert P. Free
12873 Folly Quarter Road
Ellicott City, Maryland 21042-1220

Dear Mr. and Mrs. Free:

This is a follow-up to my letter of October 27th inquiring as to your possible interest in donating to this school the two-foot-wide parcel of land – known as pipestem – which connects the property on which your home is located to Folly Quarter Road. A copy of that letter with plat is enclosed for handy reference.

First, I would like to clarify that letter in this respect: we are only interested in acquiring those portions of the pipestems from where they abut the property of the Maisel family north to Folly Quarter Road. We have no interest in any part of any pipestem which extends into your subdivision.

Second, because of time constraints we have decided to build entirely on the School's existing property. However we remain interested in acquiring the described portion of your pipestem and any others which your neighbors might care to donate at this time, or at a later date, in the hopes that eventually that portion of the Maisel property which we have under contract can be joined to the School's existing property.

Third, we believe the value to the School of the described portion of your pipestem to be at least \$10,000. This is based on advice we have received from an MAI appraiser. If you feel a higher value is in order and have an appraisal to that effect we will honor that higher value. As previously indicated, donations to Glenelg are tax deductible in computing U.S. and Maryland income taxes.

We would appreciate hearing from you at your early convenience so that your decision, which we hope will be in favor of a donation, can be incorporated into our over-all plans. Letters identical to this are going to all the other pipestem owners and, at the suggestion of one of your neighbors who attended the meeting on November 4th, copies are being sent to the head of your association.

Sincerely,



Ryland O. Chapman, III
Headmaster

Enclosure

GLENELG
COUNTRY
SCHOOL

October 27, 1999

Mr. and Mrs. Albert P. Free
12873 Folly Quarter Road
Ellicott City, Maryland 21042-1220

Dear Mr. and Mrs. Free:

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The origin of this curious strip dates from the creation of your lot and was designed to conform to the then Howard County Subdivision regulations which required all lots to have frontage, no matter how small, on a public road. We have been advised by the County that this requirement would no longer be necessary upon your conveyance of this strip to GCS.

You will note that the plat shows twenty-one similar strips adjacent to yours, each connected to a lot belonging to one of your neighbors. We are writing identical letters to all of them.

The reason Glenelg would like to acquire these strips is to consolidate with the School's existing property a small tract the School has recently acquired from the Maisel family. This tract is outlined in green. The School has plans to use a portion of this property for a new primary school building the footprint of which is outlined in turquoise.

However, from the School's point-of-view, this building would be better located closer to existing school structures and amenities, the ideal site shown as "alternative B" outlined in navy blue. As you can see, this site would be partially on the former Maisel property, partially on your strip and those of your neighbors, and partially on existing School property.

Donations of land to GCS, which is a non-profit corporation, may be treated like donations to other non-profit entities in computing Federal and Maryland Income Taxes. We have engaged a knowledgeable appraiser to determine what the fair market value might be for each of the strips. His report should shortly be available, hopefully, by the time of a meeting scheduled to discuss this matter to which you are cordially invited.

The meeting will be at 6:30 p.m. on November 4th in the library of our new Middle School Building. Additional plats and copies of all relevant documents will be available. Refreshments will be served and we hope you will be able to attend.

Sincerely,



Ryland O. Chapman, III
Headmaster

Enclosure

12789

Glenelg Manor
Assoc.

12700

Cora & Stephen J.
Maisei

12857

Jeffrey J. & Gail M.
Carler

12849

Douglas C. & Elaine K.
Drewyer

12881

Helen Baxter
Charles B. Southworth Jr.

12883

John C. & Judith T.
McBride

12885

Nicholas R. & Carole J. T.
Innerbichler

12839

Stanley C. & Melise Beth
Day

12841

Samuel & Judith
Schlesinger

12881

Michelle & Jeremy E. Altman

12849

The Norelius Family Trust

12847

Linda Kroeger
Christopher C. Wright

12845

Robert
Heerle

12843

Ronald K. Fallon
Donna Waldron

NEW PROPERTY

PROP. BLDG.
AILE A

PROP. BLDG.
AILE B

12881
John A. & Rileen
Chamberlain III

12779

Edgar W. & Mary
Fillipelli

12877

Jeffery D. & Mary Beth
Ring

12878

Michael D. Nystrum
Grace Landin

12873

Albert P. & Kathleen K.
Free

12871

James J. & Deborah A.
McGrann

EXISTING
GLENELG COUNTRY SCHOOL

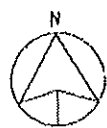
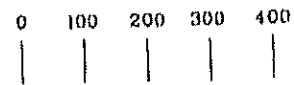
12885

Kenneth & Suzanne
Caertner

12887

Prillam S. & Manjit K. T.
Saini

EXISTING
GLENELG MANOR HOUSE



Cecilia Selbrede
12851 Folly Quarter Road
Glenelg Manor Estates
Ellicott City, MD 21042

Good Evening Councilmembers,

This is a David and Goliath situation. Even if, 20 homeowners banded together we would not have the resources to match the connections and financial clout that the Country School has in the community. We have no desire to see the school fail in their endeavors. As an easement homeowner of 8 years we have heard of the amiable relationship that our community once had with the school. We want to be good neighbors. During the 2 years of Petition for Conditional Use, our community tried to sit down with the Country School and negotiate terms for an MOU. The Country School cancelled or declined the meetings. When we attempted to walk our land, as allowed in the Easement, there were roadblocks.

Giving the Country School permission to ignore the basic notice requirement when changes are made to our land is an abhorrent idea. Notice is a basic tenant of due process. To allow a school or any dominant tenant to use and ignore the rights of the servient landowner is appalling. In 2007 when the Country School purchased the easement this Bill was not foreseen. In fact, of the 20 homeowners who received funds from that easement conveyance at least 11 are gone. Many of us have not had any benefit from the transaction. In fact, it has all been negative. The ill will and aggression contribute to a terrible daily stress. Will CB9 allow this countywide or will this be a case of spot zoning? Will only schools be given this right? Put yourself in our shoes, how well would you sleep, when you have no idea how the land you own and are legally responsible for is being used? Thank you for listening and considering our position.



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

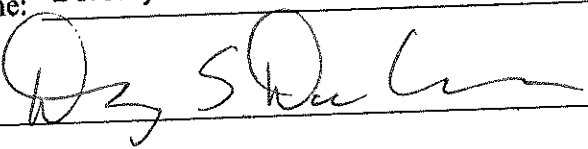
I, Dorothy DeCesare, have been duly authorized by
(name of individual)

Glenelg Manor Estates Community Association to deliver testimony to the
(name of nonprofit organization or government board, commission, or task force)

County Council regarding CB9-2020 to express the organization's
(bill or resolution number)

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

Printed Name: Dorothy DeCesare

Signature: 

Date: 2/17/20

Organization: Glenelg Manor Estates Community Association

Organization Address: Glenelg, MD 21737

Glenelg, MD 21737

Number of Members: 88

Name of Chair/President: Russell McClain

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

My name is Dottie DeCesare and I am speaking for Glenelg Manor Estates Community Association. We are speaking against the proposed amendments not only because they are very likely to cause significant negative impact to our neighborhood, but also because they will be harmful to all residents across Howard County.

These ZRA amendments failed in the Zoning Board hearing. All four potential ZRAs that were put forth by Glenelg Country School were rejected with these statements, "Board members expressed concerns that the proposed amendments are designed to address issues with one property, however, they will apply countywide and could result in unintended consequences." Also, they stated a preference for continuing to require property owner signatures on Conditional Use Petitions.

The genesis of CB9-2020 can only be understood by knowing the physical contours of the GCS property, the school's history with the neighborhood, and the Conditional Use Petition failure. That is what I will describe now.

- a. In picture 1, GCS property is represented in green, property owned by neighbors in Glenelg Manor Estates is in yellow. Land belonging to land owners in Glenelg Manor bisects a small portion of the school property.
- b. Glenelg Manor Estates consists of 88 houses, each with a pipestem as mandated by Howard County for potential ingress and egress and future public water and sewer.
- c. Glenelg Manor Estates completely surrounds GCS with land belonging in fee simple to homeowners in Glenelg Manor Estates. In Picture 2, the easement area is in orange – this is the area that the school wants to use. This is an aggregate area, 44 feet wide, on which the school has already built a variety of structures **without conditional use approval**.
- d. Almost all of the School's requested structures and uses, the performing Arts Building, the Little dragons building, additional classrooms, parking lots, etc. are located on the 80 acres of the main campus. If the school had put forth an expansion petition that only included this main part of the campus, it would have been approved.
- e. Note the small piece of land separated from the main campus. This area is roughly 3 acres and comprises only the maintenance area and the primary school playground.

The school is attempting to change the zoning regulations ZRA 131.0.D.5 & 6 related to DPZ required setbacks to expand the use of the 3-acre lot where their Maintenance yard is located. They are doing this because they have built many structures that do not have conditional Use approval and they do not want to move them (see picture 3).

This Zoning regulation, if passed would force spot zoning on the county, which would have unintended consequences, and not be aligned with Plan 2030 recommendations. But more than this, allowing an

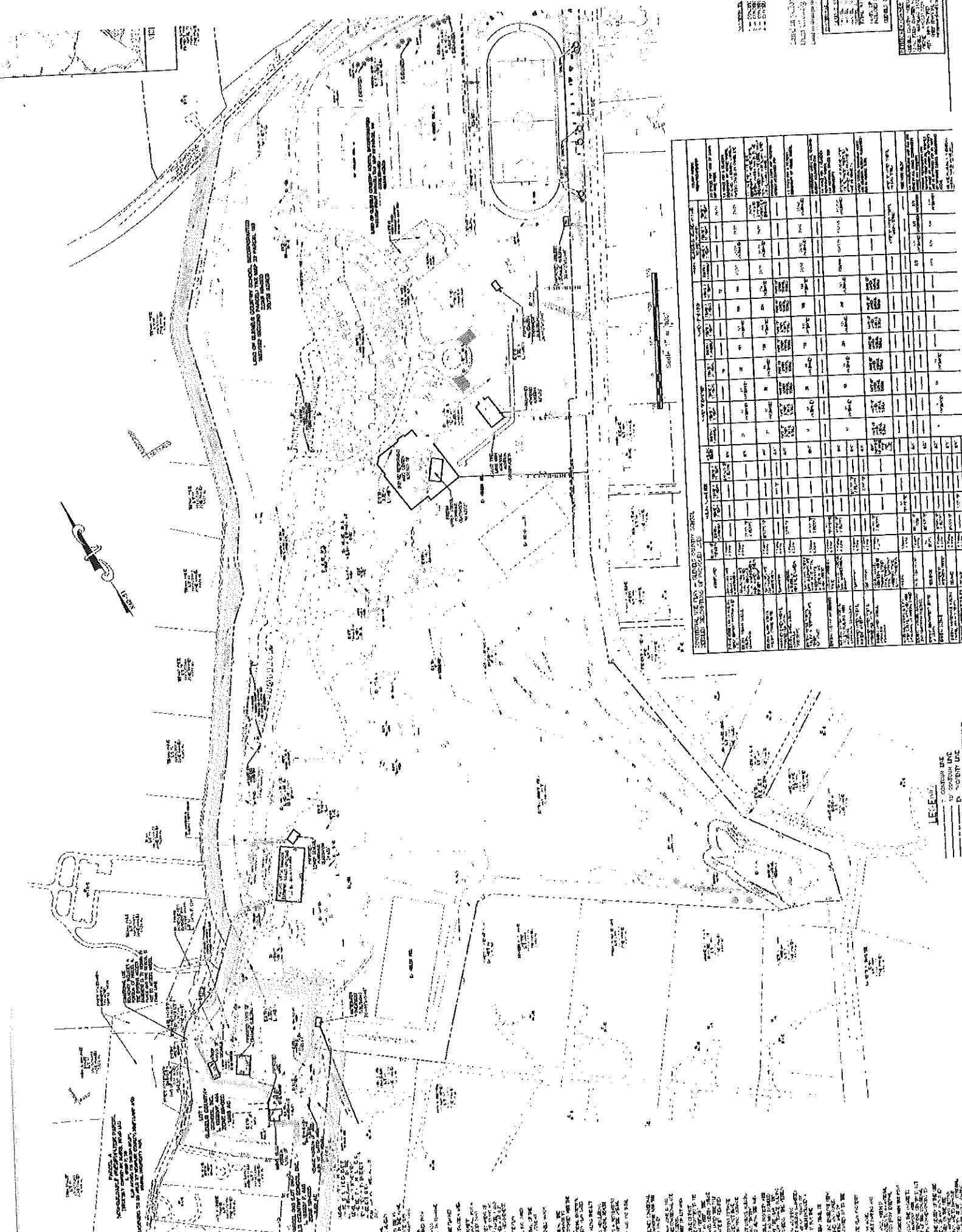
easement whose validity is presumed but not adjudicated and where the rights of the property owners are not relevant will trample the rights of landowners all over Howard County. GCS can expand without expanding their Maintenance area. Does the county want to take away the property rights of 1000s of county residents so that this school doesn't have to move a few structures in their Maintenance area?

ZRA 131.0.F is an attempt by GCS to change the zoning regulations to allow any easement, even one that is not legal or valid to the zoning change, to stand in for a title holders signature. GCS is attempting to change the zoning regulations so they can push through their failed conditional use petition in the Appeals process without the obtaining the signatures of the property owners

- a. In 2016, in petition BA 16-034C, GCS blatantly included the 44-foot pipestem area belonging to fee simple title landowners within their Conditional Use without obtaining the signatures of the fee simple landowners or even indicating that the school did not own the land
- b. DPZ, in its technical report, was unaware that land included in the petition did not belong to the petitioner.
- c. The petition was rejected for various reasons, but the most important one was the lack of signatures of the fee simple easement landowners.
- d. The school has had 4 years to obtain the signatures of the easement holders, yet they have never tried.
- e. Does the county want to award this hugely controversial change in the zoning laws because the school refuses to do its due diligence?

GCS is also trying to modify ZRA 131.N.48 because they are currently running a daycare in the form of the "little Dragons" program without conditional use approval from the county in direct violation of the county zoning regulations. They are doing this because they would not meet the childcare requirements as specified by DPZ because one of the conditions of approval for a daycare is a 50 foot setback from residential properties. They are trying to change the zoning because the playground for the childcare is located on property that belongs to landowners in GMECA.

In Conclusion, GCS is attempting an end run around existing zoning rules that they have already blatantly ignored, by manufacturing new zoning regulations. GMECA does not oppose School expansion, but wants it done in a responsible manner as required by law. The School's solution to manipulate existing zoning constraints is evidence that the School believes that it is above the law and entitled to do whatever it wants no matter the implications for the surrounding neighbors or County as a whole.



NO.	DESCRIPTION	AREA (SQ. FT.)		VOL. (CU. YD.)		NO. OF PERSONS		NO. OF VEHICLES		NO. OF TREES		NO. OF PLANTS		NO. OF LIGHTS		NO. OF SEATINGS		NO. OF STAIRS		NO. OF ELEVATORS		NO. OF ESCAPE ROUTES	
		EXIST.	PROJ.	EXIST.	PROJ.	EXIST.	PROJ.	EXIST.	PROJ.	EXIST.	PROJ.	EXIST.	PROJ.	EXIST.	PROJ.	EXIST.	PROJ.	EXIST.	PROJ.	EXIST.	PROJ.	EXIST.	PROJ.
1	ADMINISTRATION BUILDING	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
2	STUDENT CENTER	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
3	CLASSROOM BUILDING	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
4	LIBRARY	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
5	SPORTS FIELD	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000

LEGEND:
 C CONCRETE
 S STEEL
 D DRAINAGE
 E ELEVATOR
 S STAIRS
 L LIGHTS
 T TREES
 P PLANTS
 V VEHICLES
 P PERSONS

UNIVERSITY OF THE PACIFIC
 STOCKTON, CALIFORNIA
 PLANNING DEPARTMENT
 STOCKTON, CALIFORNIA



- LITTLE DRAGONS | AGES 2-3
- LOWER SCHOOL | PRE-K-GR. 5
- MIDDLE SCHOOL | GR. 6-8
- UPPER SCHOOL | GR. 9-12
- COLLEGE COUNSELING

Encouraging your child to find their voice

Available to children ages 2-3, the Little Dragons program offers a distinctive curriculum that introduces children to the fundamental components to higher learning, at an early age. Utilizing the Reggio Emilia approach, children are encouraged to express their thinking, theories, ideas, and emotions.

Select Language: ▼



[Back](#) | [Search Again](#) | [CCCMD Home](#)

Program Detail

Provider Name: Glenelg County School
Extended Day & Pre-K
Program

License #: 34071
County: Howard County

Provider Status: Open
Capacity: 220
2 years
3 years
4 years
5 years
5 years to 15 years

Approved Education Program: Yes
Accreditation: NA

Phone: (410) 531-7329
E-mail: kmahoney@glenelg.org
Approved For: Monday to Friday
7:30 AM - 6:00 PM
January-December

* MARYLAND EXCELS Level:

Inspection Information

Date	Inspection Type	Regulations	Finding	Status
11/29/2018	Routine	13A.16.06.04A(1)	A medical report is needed for 7 staff members.	Corrected
11/29/2018	Routine	13A.16.03.04E	Three children, age 2, did not have evidence of the lead screening.	Corrected
11/29/2018	Routine	13A.16.06.09A(1)	Two teachers need to complete ADA training	Corrected

Mary Christensen

My name is Mary Christensen and I am a member of the Glenelg Manor Estates Community and a pipestem owner. I am against CB9.

My husband and I own a home that sits right next to the school maintenance yard. Our property borders the school on two sides and includes one of the pipestems that run through Glenelg Country School.

GCS currently owns two separate parcels of land connected by easement rights over the pipestem properties that are owned by 22 households in our neighborhood. GCS property also borders the main road leading into our community, which is composed of yet another series of 60 pipestem properties also owned by homeowners in our neighborhood. It is a complicated setup entwining our neighborhood and individual property owners with the school in many, many ways. To enable the school to exercise full control over this complex series of properties, the school wants to change the zoning regulations for the ENTIRE COUNTY in a manner that will not only give unfair and unfettered access to GCS **over** the interests of us neighboring homeowners, but it has the potential to have extreme and unintended consequences for easement and pipestem owners throughout Howard County. Passage of this proposal will also allow developers, through things like "common ownership," easements and "conflation of variance and use requests" to greatly expand "Conditional Use" in unregulated, inequitable, and potentially dangerous ways.

What concerns me most is not that GCS wants to continue its expansion, but that it wants to do so at the expense of its neighbors and their property rights. I worry that if the current setbacks to those easements and pipestems are altered or done away with altogether, the school will continue to push ever closer to my home. I want to note that GCS has already, without permission of the 22 pipestem owners, used its easement over the pipestems to build a number of structures, including a playground, gazebo, fencing, and parking facilities for their own use. All of this being done while ignoring the **current** setbacks allowed by the county.

Like I said, my home and property sit next to the school's maintenance yard. To the school parents I want to say I am glad you love your school but I hope you can understand that we love our home even more. We are raising our four children here and we want to grow old here. The last thing we want is for a continued fight with GCS over this easement. The school needs to play fair. The county needs to continue to uphold zoning regulations in order to not show preference to the interests of the school over the rights of neighboring property owners. I ask you council members to remember you need to give equal weight to my interests as a property owner as you do to a large entity like the school. Compared to the school, my household of 6 may be small in number and have little influence and far fewer financial resources, but our property rights are just as important as those of GCS and we want our rights to be upheld. We urge against enacting CB9-2020.

Melissa Chambers

My name is Melissa Chambers, I'm a member of the GME community and a pipestem owner. I am against CB9.

Beyond the consequences to the owners of easements, the County Council should consider the extensive unintended consequences the easement provision of this proposed bill will create. The proposal by the petitioner establishes a *de facto* method for developers and owners to re-draw property boundary lines without County approval. The County currently has requisite formal processes if someone wants to extend or change the boundary lines of a property; they must go through the subdivision process or, at a minimum, submit an alternative compliance petition. But, CB9 will allow property lines to be changed without County involvement, simply with the agreement of adjacent owners. What is to stop developers all over the County from obtaining easements and extending property lines in all different directions to expand Conditional Uses areas?

Conditional Uses are, by definition, uses that have adverse impact; this is why they are subject to an additional public hearing process, to ensure that the use is not more adverse and intense than anticipated. Allowing possible Conditional Use areas to be expanded simply by the private acquiring of easements will open the entire county to a morass of unnecessary hearings and judicial cases on land use rights.

And, if easements can be used in the more restrictive Conditional Use context, why not allow them for permitted uses, which would allow property owners throughout the county to privately contract for their own property boundaries, regardless of County-draw boundary lines.

I urge you to vote "no" to CB9-2020

1. Proposed Amendment 131.0.N.48: Traffic and Safety -

Section 131.0.N.48 - Schools, Colleges, Universities—Private (Academic).

DPZ recommends approval

The proposed amendment adds child day care centers and nursery schools as an accessory use. DPZ would typically consider such uses as customary and incidental to the Private Academic Schools, and therefore would permit them as accessory. DPZ recommends approval since the proposed language is consistent with our current interpretation.

To note; Child Day Care Centers and Nursery Schools are otherwise Conditional Uses and would necessitate Conditional Use approval if determined not to be accessory to the Private Academic use.

The Glenelg Country School needs this amendment because it is already running a daycare without the approval of the Department of Zoning. It will not receive approval at this point because the playground is located on land that belongs to other property owners and it does not meet the 50 foot setback. The school is trying to slip this in so that it does not have to meet Howard County zoning requirements.

This would allow every private school in Howard county to add Day Care centers and Nursery schools without the approval of a Conditional Use Plan. What does the approval process for a Conditional Use Plan of this type entail? One requirement for large daycare centers, of which GCS is one, is to have the playground fenced, in the rear or side of the building, and for it to be 50 feet from their property line. In the case of Glenelg Country School, the placement of the current playground is NOT 50 ft from their property line. In fact, it is on property that belongs to other property owners. GCS is not the fee simple owner and does not have conditional use to for that piece of land. Is the county willing to overlook this requirement?

Another requirement for conditional use involving a child daycare or nursery school facility requires a test for safe traffic conditions. "On-site circulation and parking areas shall be designed to minimize vehicular/pedestrian conflicts and to provide safe areas for dropping off and picking up passengers". According to the CDC the second leading cause of child mortality in ages 1-4 is accidental death by Motor Vehicle. This accounts for almost 30% of the deaths of children in this age group. Current zoning regulations were put in place to safeguard young children that are in day cares and nursery schools while they enter and leave the facility.

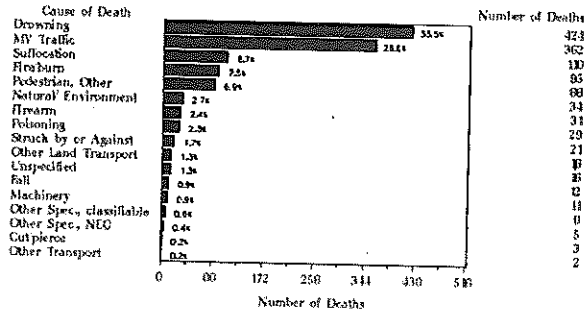
Does the county really wish to give up the requirement for safe traffic pattern, playground, and setback requirements, among others, in day care facilities throughout the county simply because one school did not receive its desired outcome in a Conditional Use Plan?

How will a parent know that some daycares have more stringent requirements than others? God forbid that something should happen to a child. How will the county explain that they allowed what amounts to spot zoning to remove, for the needs GCS, the more rigorous requirements that other day care centers are required to meet?

1 From the CDC - Causes of Death for Children ages 1-4 (www.cdc.gov/safecchild)

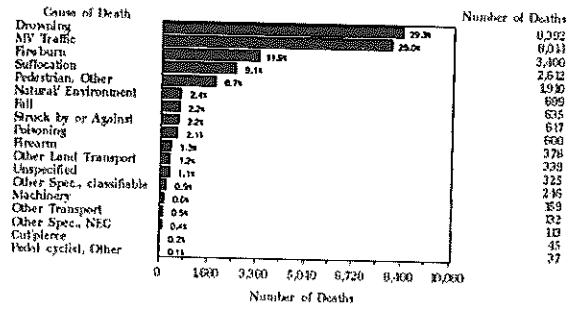
2017, United States
Unintentional Injuries
Ages 1-4, All Races, Both Sexes
Total Deaths: 1,267

Click on the colored bars to drill down to the ICD code level



1999 - 2017, United States
Unintentional Injuries
Ages 1-4, All Races, Both Sexes
Total Deaths: 20,853

Click on the colored bars to drill down to the ICD code level



Craig Selbrede, 12851 Folly Quarter Road, Ellicott City, MD 21042

Proposed amendment to 131.0.D.6 - Setback requirements from Pipestems

ANY SETBACK REQUIRED BY SECTION 131.0.N OR 131.0.O, OR BY THE UNDERLYING ZONING DISTRICT, SHALL NOT APPLY IF THE PROPERTY FROM WHICH THE SETBACK IS MEASURED IS (A) OWNED BY THE PETITIONER, OR (B) PROPERTY OVER WHICH THE PETITIONER OR ITS PREDECESSOR WAS GRANTED A RECORDED EASEMENT OR SIMILAR RECORDED INSTRUMENT. THE VALIDITY AND LEGALITY OF THE RECORDED EASEMENT OR SIMILAR RECORDED INSTRUMENT SHALL BE PRESUMED, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THE RECORDED EASEMENT OR RECORDED INSTRUMENT ARE NOT RELEVANT TO THE DETERMINATION TO BE MADE UNDER THIS SECTION 131.0.D.

I am addressing the proposed change to Section 131.0.D.6, which would do two significant things:

- First, prevent the Hearing Examiner from enforcing any setback requirement, regardless of its purpose, if the petitioner was previously granted a recorded easement of any kind on the adjacent land.
- Second, prevent the Hearing Examiner from considering whether the easement actually has any applicability to the case.

I strongly object to both aspects of this proposal, for many reasons.

- First, this proposed change is inconsistent with Plan 2030, which states that "... new development plans and conditional uses should include better buffers to reduce conflicts with neighboring residents." Clearly, this change would reduce buffers and would never improve them.
- Second, this proposed change is not even consistent with the other suggested changes in the amendment. The proposed change to the preceding paragraph would allow the Hearing Examiner more flexibility to vary setback requirements on a case-by-case basis. Yet, this proposed change would completely remove that flexibility, at the expense of the county residents.
- Third, this proposed change would specifically bar the Hearing Examiner from considering the details of any easement. It even goes so far as to say, "the rights and obligations of the parties... are not relevant." How can you say that? How can that even be legal?
- This proposed change would arbitrarily alter the legal impact of many easement agreements in the county after the fact, reducing the rights of the landowners beyond what was intended when they signed the document. How many of the thousands of existing agreements would be affected? I don't know, but neither does the petitioner.
- Easements serve many purposes. What if an easement simply authorizes a water pipe, or maybe a walking path? Should the easement holder suddenly be allowed to build aircraft landing and storage areas right next to the property, without the required 200 foot setback? Or, perhaps a bulk gasoline storage facility? I'm sure the landowner would not have intended to give away his or her rights in this way. Perhaps these are not the best examples, but if this proposal is approved, I'm sure all the worst examples will come to light over the coming years.
- This, to me, is a clear case of spot zoning, or perhaps "Piecemeal Zoning", without consideration of the greater impact. It is a change to the comprehensive zoning regulations, targeted to help a specific property owner. Piecemeal Zoning is only permitted if there has been a mistake of fact or a substantial change in the character of the neighborhood since the original zoning or comprehensive rezoning. Neither of these apply. Just as importantly, this proposal is not well-considered and has significant potential for unintended consequences throughout the county.

CHRISTOS AGELAKOPOULOS / CB9-2020 / FEBRUARY 18, 2020

VERBAL TESTIMONY

Good evening. My name is Christos Agelakopoulos. My wife, our two young children and I happily reside at 12847 Folly Quarter Road in Ellicott City.

Are you familiar with the expression "give an inch and they'll take a mile?" Its original form dates back almost 500 years, and it has stood the test of time because of matters like the one before us.

Firstly, is a contract really a contract without a signature, and whose property is it anyway?

Easement use without the written authorization of the fee simple title holder, if approved, will allow a discriminatory process whereby savvy and financially well-off entities proposing conditional uses will be able to manipulate easements to effectively expand their properties knowing the actual landowners lack the resources to challenge unapproved/illegal uses in court.

Secondly, "conditional use" is not "carte blanche" and should not be seen as such.

If this zoning change is implemented, neither the Hearing Examiner nor the Board of Appeals may rule on the legality of an easement, and they must presume that the easement holder is entitled to the use even without the expressed written consent of the rightful property owner.

Thirdly, let us contemplate a simple example to crystalize the effective intent of this petition:

A conditional use property owner has an easement for potential water and sewer over an adjacent property. The easement holder decides to create a parking pad for one of its vehicles on the easement. The Hearing Examiner must presume this is an allowed use according to the easement. The landowner must then have the conditional use adjudicated to address the apparent property and easement misuse. In summary, this new zoning change could allow for widespread exploitation of properties with easements.

Fourthly, how did we find ourselves here, and could things get worse?

After reviewing the Technical Staff Report (TSR) from the Department of Planning & Zoning (DPZ) and listening to testimonies from several good citizens against and exactly zero for ZRA-188, the Planning Board (PB) voted unanimously (5-0) to deny the proposed zoning regulation changes.

Why? The PB cited "*a preference for continuing to require property owner signatures.*" They were also keenly aware of potential "unintended consequences" from applying a single petitioner's seemingly self-serving agenda to the entire County. The aforementioned "unintended consequences" may include: unwinding of existing conditional use agreements, fewer new conditional use permits, lower property values (and related property taxes) if existing easements are viewed as too onerous, a greater burden on both those good citizens with relatively fewer financial means and smaller land lots and County court dockets, etc.

The County must be assured that any petition put in front of it involving another landowner's property is legally authorized either by the property owner herself or by a court order attesting to her signature. Retaining the current signature requirement of every owner for any property included within any conditional use petition assures all parties are fairly represented.

Thank you.

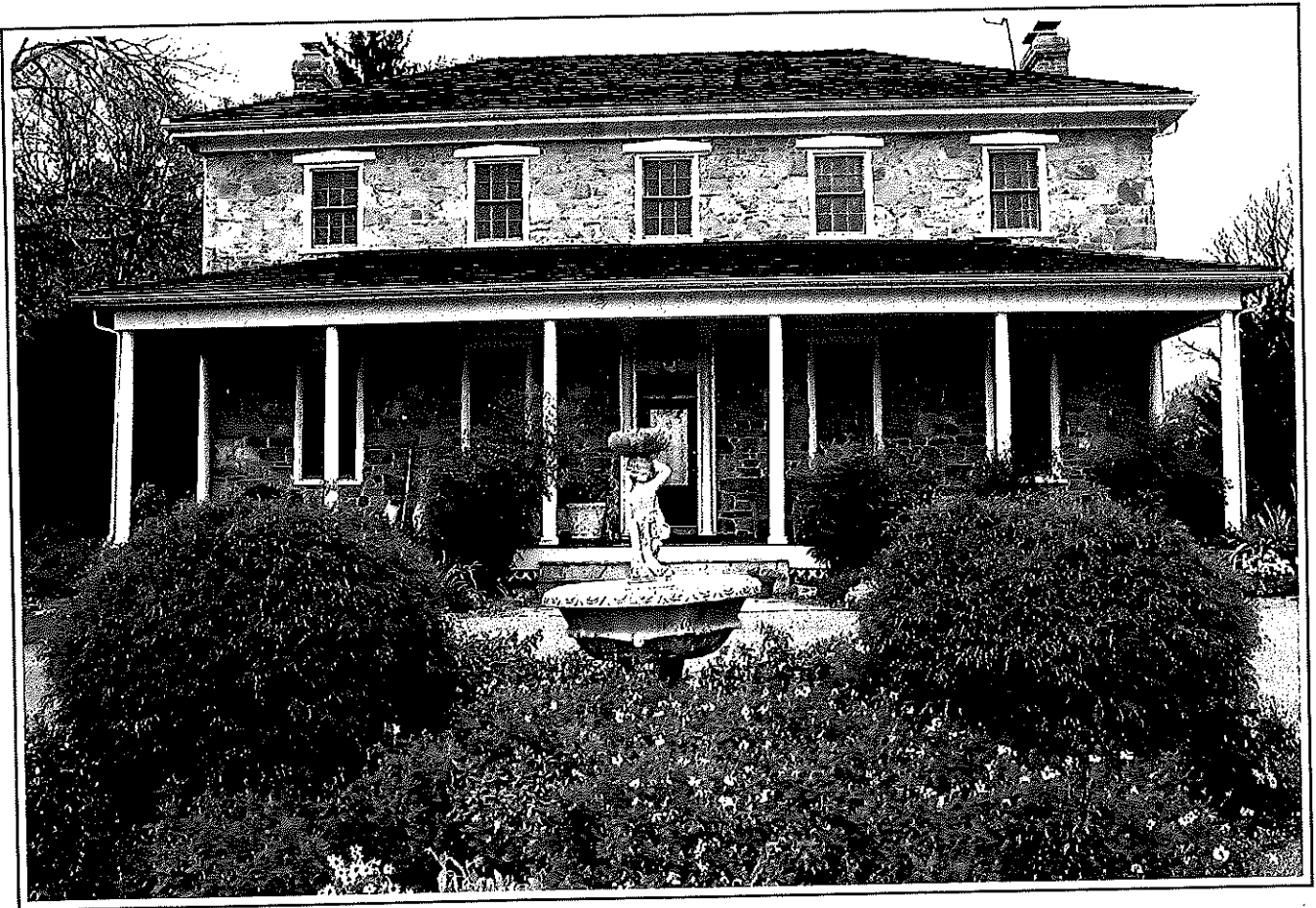
Request for Denial of Proposed Zoning Regulation Amendment

County Council of Howard County

Bill No. 9-2020 (ZRA-188)

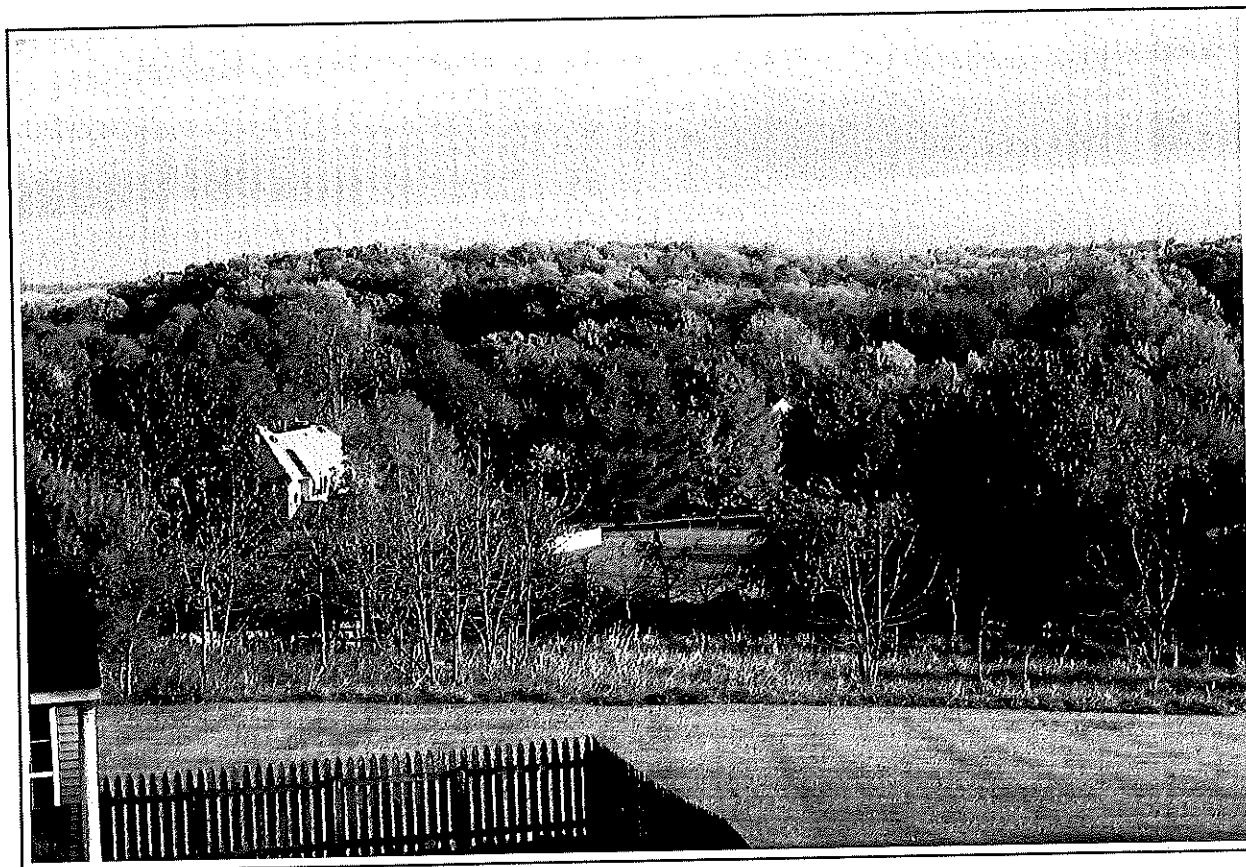
Bao Luong

Feb. 18, 2020



This is our house, a historic house of Howard County.

We have lived on Maisel Farm Lane, right behind Glenelg Country School for eleven years. The school is located next to Maisel Farm Lane and they also own a small strip of land in front of my house. Because of that, before I bought my house, I checked the Howard County Zoning Regulations for school setback. I saw it was 50 feet and felt reassured about that. If you vote to change that in the Zoning Regulations, then the school could build and operate there in front of my house. We have a very nice view in front of our house. What if they put a daycare there? Traffic, activity, people, and cars coming and going practically in our front yard. Their operations begin at 6:30AM and a lot of times go past 8:00PM. It would destroy the good view in front of our house and destroy our quality of life because of the noise and activity associated with a business; the school is a big business. Also, our house is a historic house. If a business chooses to operate in front of our house, that would affect the historic character and the beauty of its surroundings.



The view from our front yard, showing the unmown strip owned by Glenelg Country School.

Maisel Farm Lane is a small private lane for our neighborhood. It is a beautiful lane with trees on both sides. If the school can have less than the 50 foot setback, they could build parking lots, or something, and operate too close to our lane. It would destroy the beauty of our lane and devalue property in our neighborhood.



Maisel Farm Lane

I wish very much that you recognize the beauty of our neighborhood, our quality of life, and the historic value of our house and its surroundings.

The ZRA amendments are in conflict with Plan 2030

- i. 131.0.D.6 - ANY SETBACK REQUIRED BY SECTION 131.0.N OR SECTION 131.0.0, OR BY THE UNDERLYING ZONING DISTRICT, SHALL NOT APPLY IF THE PROPERTY FROM WHICH THE SETBACK IS MEASURED IS (A) OWNED BY THE PETITIONER, OR (B) PROPERTY OVER WHICH THE PETITIONER OR ITS PREDECESSOR WAS GRANTED A RECORDED EASEMENT OR SIMILAR RECORDED INSTRUMENT. THE VALIDITY AND LEGALITY OF THE RECORDED EASEMENT OR SIMILAR RECORDED INSTRUMENT SHALL BE PRESUMED, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THE RECORDED EASEMENT OR SIMILAR RECORDED INSTRUMENT ARE NOT RELEVANT TO THE DETERMINATION TO BE MADE UNDER THIS SECTION 131.0.D.6.

This amendment will cause conditional uses to be able to move closer to residential properties in all districts. Moreover, this could have many ramifications in areas where the infill is more intense. This is not supported by PLAN 2030. Plan 2030 specifically addresses the friction that is being caused between agricultural properties and residential properties. There are around 25 conditional Uses that allowed on the over 29,414 acres of Agricultural preservation Easements (from Plan 2030).

Section 4 of Plan 2030 specifically calls out the need for more buffering between these Agricultural Easements and residential properties in the RC and RR districts. Plan 2030 states:

"Recommendation: POLICY 4.4 – Require more robust separation between cluster lots and adjoining agricultural properties. Implementing Action a. Better Buffers.

POLICY 4.5 – Refine the Rural Conservation (RC) and the Rural Residential (RR) zoning regulations to provide appropriate protections for rural residents."

Allowing conditional uses to use residential properties' easements to remove a setback requirement will allow the conditional use to move closer to the residential property which is against Plan 2030. It will remove many of the buffers that currently exist and increase the friction between residential properties and conditional uses.

Moreover, the proposed amendment would conflict with Plan HOWARD 2030 (General Plan) Policy 6.4, which states that we should "Establish policies to protect and promote commercially and industrially zoned land for future job and business growth opportunities." The proposed amendment would encourage conditional uses and developers to conduct business in residentially zoned R-20 districts, and discourage the establishment of new development in industrial and commercial zoned areas where the use is intended and much more appropriate.

Suzanne Gaertner

Brian Slater / 12843 Folly Quarter Road / Ellicott City, MD 21042
Pipe stem lot owner (H)

Current recommendation:

The ZRA amendments are in conflict with Plan 2030

- i. 131.0.D.6 - ANY SETBACK REQUIRED BY SECTION 131.0.N OR SECTION 131.0.O, OR BY THE UNDERLYING ZONING DISTRICT, SHALL NOT APPLY IF THE PROPERTY FROM WHICH THE SETBACK IS MEASURED IS (A) OWNED BY THE PETITIONER, OR (B) PROPERTY OVER WHICH THE PETITIONER OR ITS PREDECESSOR WAS GRANTED A RECORDED EASEMENT OR SIMILAR RECORDED INSTRUMENT. THE VALIDITY AND LEGALITY OF THE RECORDED EASEMENT OR SIMILAR RECORDED INSTRUMENT SHALL BE PRESUMED, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THE RECORDED EASEMENT OR SIMILAR RECORDED INSTRUMENT ARE NOT RELEVANT TO THE DETERMINATION TO BE MADE UNDER THIS SECTION 131.0.D.6.

Previous and similar recommended amendment:

Section 131.0.N.48 - Schools, Colleges, Universities—Private (Academic).

DPZ recommends approval

The proposed amendment adds child day care centers and nursery schools as an accessory use. DPZ would typically consider such uses as customary and incidental to the Private Academic Schools, and therefore would permit them as accessory. DPZ recommends approval since the proposed language is consistent with our current interpretation.

To note; Child Day Care Centers and Nursery Schools are otherwise Conditional Uses and would necessitate Conditional Use approval if determined not to be accessory to the Private Academic use.

This previous recommendation would allow every private school in Howard county to add Day Care centers and Nursery schools without the approval of a Conditional Use Plan.

The current conditional use for a child daycare or nursery school facility requires a test for safe traffic conditions. "On-site circulation and parking areas shall be designed to minimize vehicular/pedestrian conflicts and to provide safe areas for dropping off and picking up passengers".

The latest Vital Statistics Report (Volume 68, Number 6, June 24, 2019) from the Centers for Disease Control and Prevention (CDC) shows a 5.3% rise in the number of deaths due to accidents (or unintentional injuries) from 2016 to 2017. According to the CDC, the second leading cause of child mortality in ages 1-4 is accidental death by Motor Vehicle. Accidental death by Motor Vehicle is the leading cause for ages 5-9, 10-14, and 15-24. Many in this category are caused by a child being struck by a vehicle. Current regulations were put in place to safeguard young children that attend day care and nursery schools while they enter and leave the facility. Changing setbacks could also endanger young children while playing on properties too close to busy roadways.

Does the department want to put forth a recommendation that would reduce the safety requirements throughout the county?

There are many factors outside of our control. Shootings, mental health, storms, and tornados that put our children in harm's way. We can control this aspect of safety and request the department put our county's children's safety first.

Brian Slater / 12843 Folly Quarter Road / Ellicott City, MD 21042
 Pipe stem lot owner (H)

July 8, 2019—The latest Vital Statistics Report (Volume 68, Number 6, June 24, 2019) from the Centers for Disease Control and Prevention (CDC) shows a 5.3% rise in the number of deaths due to accidents (or unintentional injuries) from 2016 to 2017, the most recent year for which data is available. <https://www.nattrauma.org/deaths-due-to-unintentional-injury-jumped-more-than-five-percent-in-2017/>

Full report: https://www.cdc.gov/nchs/data/nvsr/nvsr68/nvsr68_06-508.pdf

10 Leading Causes of Death by Age Group,

Rank	Age Groups						
	<1	1-4	5-9	10-14	15-24	25-34	35+
1	Congenital Anomalies 4,580	Unintentional Injury 1,267	Unintentional Injury 718	Unintentional Injury 860	Unintentional Injury 13,441	Unintentional Injury 25,009	Unintentional Injury 22,000

Full Image:

<https://www.cdc.gov/injury/images/lc-charts/leading-causes-of-death-by-age-group-2017-1100w850h.jpg>

10 Leading Causes of Injury Death

Rank	<1	1-4	5-9	10-14	15-24
1	Unintentional Suffocation 1,106	Unintentional Drowning 424	Unintentional MV Traffic 327	Unintentional MV Traffic 428	Unintentional MV Traffic 6,697
2	Homicide Unspecified 139	Unintentional MV Traffic 362	Unintentional Drowning 125	Suicide Suffocation 280	Unintentional Fire/Burn 1,000
3	Unintentional MV Traffic 90	Homicide Unspecified 129	Unintentional Fire/Burn 94	Suicide Firearm 185	Homicide Firearm 4,391
4	Homicide Other Spec., 100	Unintentional Suffocation 100	Homicide Firearm 100	Homicide Firearm 100	Suicide Firearm 100

Full Image:

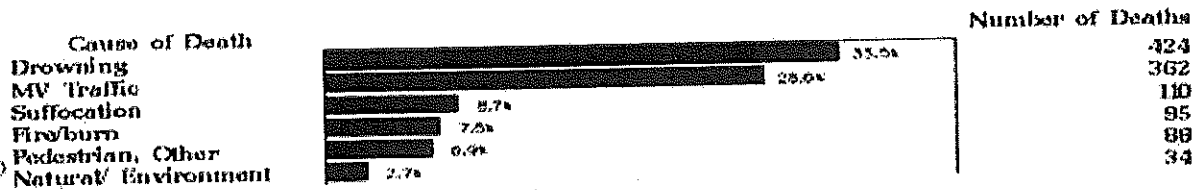
<https://www.cdc.gov/injury/wisqars/pdf/leading-causes-of-injury-deaths-highlighting-unintentional-2017-508.pdf>

Brian Slater / 12843 Folly Quarter Road / Ellicott City, MD 21042
 Pipe stem lot owner (H)

From the CDC - Causes of Death for Children ages 1-4 (snip) (www.cdc.gov/safechild)

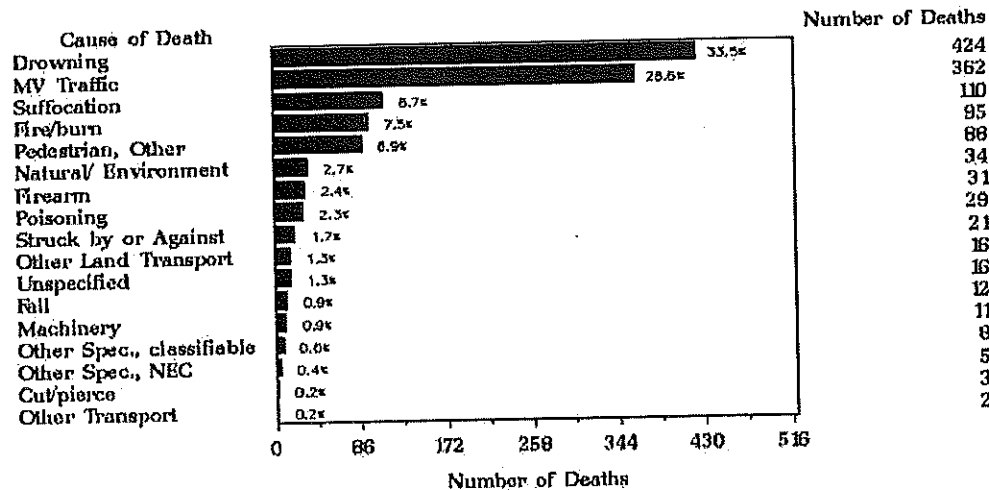
2017, United States
Unintentional Injuries
 Ages 1-4, All Races, Both Sexes
 Total Deaths: 1267

Click on the colored bars to drill down to the ICD code level



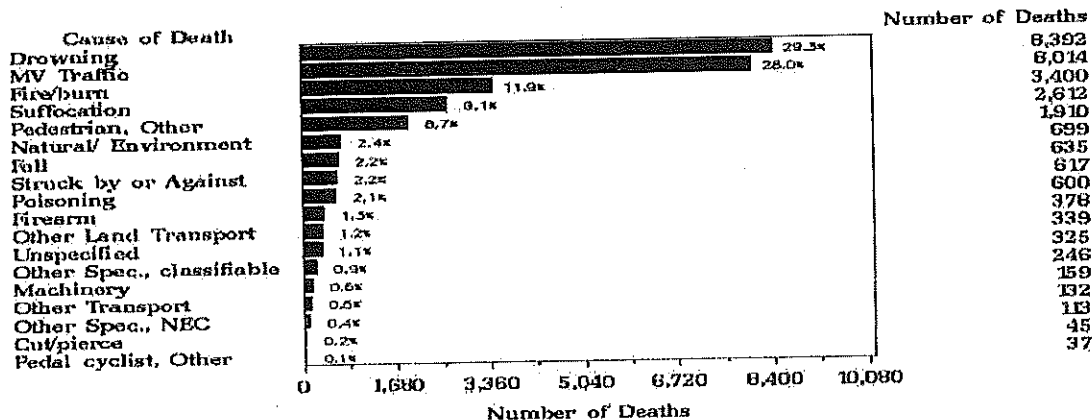
2017, United States
Unintentional Injuries
 Ages 1-4, All Races, Both Sexes
 Total Deaths: 1267

Click on the colored bars to drill down to the ICD code level



1999 - 2017, United States
Unintentional Injuries
 Ages 1-4, All Races, Both Sexes
 Total Deaths: 28,853

Click on the colored bars to drill down to the ICD code level



My name is Sam Pulver, and my wife, daughter and I are residents of the Glenelg Manor Estates community and part owners of the pipestem. I felt compelled to speak on GCS proposed amendment to the Zoning Regulations because it raises two very important and concerning issues for me, the first of which, is protecting the rights of property owners. What GCS is attempting to do is step on the rights of property owners by coming to this forum and trying to convince you that the rights of an easement holder are greater than the rights of a property owner. The proposed amendment would create a right of easement holders to seek variances on land they don't own, without the knowledge or permission of landowners, regardless of what the language in a given easement permits the easement holder to do. GCS' proposed amendment specifically states that you still need to get permission of the landowner, but that "If a conditional use petitioner has obtained a recorded easement or similar recorded instrument over certain property, such a formal instrument should be sufficient to serve as the necessary authorization." (p. 3 Response to Section 8). As you know, easements are not a one size fit all type of contract. An easement is nothing more than conferred rights of a property owner that are strictly limited to the express intention of the parties and is only as broad or as narrow as the parties intend. GCS wants you to consider all easements the same and presume that any easement holder has expressly been given the rights to change the laws and regulations that the land is bound by. In the easement at issue here, and I'm sure is the case with many easements, GCS promised to use the land in accordance with the applicable laws, rules and zoning regulations (Paragraphs 1 and 3 of the Addendum to Easement). Now, faced with zoning regulations that they don't like, they are trying to create a backdoor by attempting to change the zoning regulations and bypass the will of the property owners. This is

fundamentally at odds with the basic tenets of property ownership, and seems to me to be the precise reason why you require conditional use petitioners to get the written permission of property owners in the first place.

This brings me to my next concern, and that is one of decency and civility. GCS has known from the get-go that they need to get the permission of the property owner to seek a variance to the conditional use for land over which they only have an easement. The thing I can't get over, is that before coming to this forum requesting a change in zoning regulations they didn't even bother to come and ask us in good faith to support their request for the variance. There wasn't even an attempt to have a conversation. Instead, they hired attorneys, spent thousands of dollars, and tried to sneak past an amendment to zoning regulations that would destroy the rights of property owners like myself and others throughout the entire County. GCS repeatedly states in their petition that they are seeking this change in the regulation to benefit the community. Well for an institution that prides themselves on their service to families and children, it is deeply concerning that they don't even have the decency to come knock on the door of their neighbors who actually live in their community and have a conversation about what they wish to do on their land. Instead of handling this matter in a civil, neighborly manner, they are using their deep pockets, political connections, and clout in the community to try and bully a neighborhood of decent hard-working people and families. I sincerely hope that these aren't the same values and ethics they are teaching to the children in their school. I implore you to deny GCS' petition and uphold the rights of property owners like myself and my neighbors, and to do the decent and right thing. Thank you.

Testimony of Edward Conroy in support of CB9-2020

Resident of District 3 in Columbia, MD

18 February 2020

I have worked at Glenelg Country School for 9 years and for the last 4 years, I have had the privilege of bringing both of my sons to school with me every morning. My role has expanded at the school from teacher, to teacher and coach, to teacher, coach, and parent, and with each new role, I have a greater appreciation for this place that I call home and the school and the community that have so quickly become a vital extension of my family.

The campus itself is integral to the learning and the community that is GCS. As a teacher, the connection and wonderment in the eyes of the students when you have an opportunity to read Emerson's essay on Nature *in nature* or to teach Shakespeare by reenacting it on the outdoor stage rather than seated in a classroom is everything education should be about. But the way those and similar experiences make my heart swell with pride and affirmation are nothing compared to what I feel when I see our youngest dragons and get a glimpse of the school through their eyes.

The primary building, where the two, three, four, and five-year-old students have their classrooms is roughly a half-mile across campus from where I work in the Upper School. But the teachers make a concerted effort to explore campus with these youngest learners. To see them walk, run, stumble, across the field behind the Upper School on their way to the sports fields or just on a stroll through the woods, is like a scene from *Make Way for Ducklings*. All the high schoolers are pleased to stop and see and "remember when" as they witness the unbridled joy of learning before there were the pressures of tests, and grades, and college.

My sons, now in first grade and pre-K, have been coming to high school games practically since birth. Cheering on boys and girls that they've never met but see them as big brothers and sisters. And when the older students do meet them, they act like the kindest, sweetest older siblings one could ever want. My boys adore all the girls on the basketball team and ask when we are having them over for team pasta dinner or if they are going to come to their birthday party because just once, we had a game on my son's birthday and the whole team stayed after to sing to him.

So many connections among and between the grades are possible because the school is physically connected. To limit that connection or to unnecessarily inhibit its evolution is to undermine what is the vital core of our school. I love my job, but I love what the school means in its entirety to my family so much more.

My wife gave birth to our daughter this fall, and her one extra wish as the due date approached was "let her come after Family Day at GCS." She didn't want to miss this annual celebration of the entire community coming together to enjoy each other's company and share in all of the wonderful things the school means to all of us. She got her wish, and now we can hope to bring our 4-month old daughter to school as frequently as possible to introduce her to all the extended family members that will be part of her life as she grows.

Good Evening, my name is Benjamin Rhys Shovlin and I am currently and have been a teacher at Glenelg Country School for 18 years. My two daughters attend Glenelg Country School in grades 4th and 1st and I am Howard County citizen residing in Clarksville. I was the Technical Director for the entire Performing Arts Department for 17 years and I have been a part of the engineering program for the past 6 years. Since I have been a part of these different departments, I have a unique perspective when it comes to GCS dealing with the effects of having too little space to adequately address the needs of its student, faculty and families.

Just as other schools deal with space issues, we too have encountered this issue. We currently have mobiles serving as learning environments for our instrumental and choral programs in the High School. These provide the opportunity for students to have a roof over their head to explore their creative endeavors, but little more...unfortunately we cannot even ask the question, "Can we give them a better learning environment?". GCS cannot even ask that question. We ARE asking for the same treatment as any other school in Howard County...to be able to provide the best opportunity for our students to succeed.

We have a theatre on campus that suited the needs of the school twenty years ago but has become obsolete because of its inability to hold more than 350 people leading to missed opportunities both creatively and educationally. This facility cannot be altered to accommodate more students without the passage of ZRA #188.

The challenge GCS has with the space is growing as we relocate classrooms, athletic practices and enrichment clubs. In lieu of being able to add other learning spaces to pre-existing buildings, our engineering program took over a wrestling room in the athletic basement of the US and outfitted it with moveable walls, sound dampening measures and a few tools that would fit in the space. This Innovation Lab came online in September of 2018 and we have already maximized its potential. Students are now having to endure the elements on a covered porch to complete projects and not disrupt other classes. This can be challenging as the weather increasingly becomes unwelcoming and students relocate in order to finish an engineering assembly assignment.

My love for GCS as an institution comes from a place of deep respect. I respect a school that strives to teach its students how to make authentic and personal connections, I respect a school that puts its students first and I respect a school that prides itself on creating opportunities and growing to meet the needs of its most precious resource...its student body. Students deserve the opportunity to excel in any educational institution. We are not asking for special favors, we are asking that you ensure a fair process by passing ZRA #188. My children, our students and your constituents implore you to consider our requests this evening.

Ben Shovlin



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

I, Stu Kohn, have been duly authorized by
(name of individual)

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

County Council regarding CB 9-2020 to express the organization's
(bill or resolution number)

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

Printed Name: Stu Kohn

Signature: [Handwritten Signature]

Date: 18 Feb 20

Organization: HCCA

Organization Address: ELLCOTT CITY

Number of Members: 50

Name of Chair/President: Stu Kohn

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



HCCA

Howard County Citizens Association

Since 1961...

The Voice Of The People of Howard County

Date: 18 February 2020

Subject: HCCA is Against CB9-2020

Good Evening. My name is Stu Kohn representing the Howard County Citizens Association, HCCA as President. We are Against CB9-2020 as was the Planning Board who voted Against the petition on 11 July 2019 even though the Department of Planning and Zoning (DPZ) recommended Approval. We have a very strong suggestion to eliminate the recommendations by DPZ on the Technical Staff Report as they should be a regulatory body not a facilitator. DPZ should not be an influence in decisions, leave it up to the decision makers to be unbiased.

The vote by the Planning Board to disagree with DPZ's recommendation is undoubtedly an unusual event and should be duly recognized as an extremely rare moment. They should be commended for their action. The Planning Board's recommendation described in their concerns in their Decision and Order says it best as stated, "The proposed amendments are designed to address issues with one property, however, they will apply county-wide and could result in unintended consequences." This is compelling evidence for the Council to agree and deny this Bill

One other point is when we testified in November on CB65 regarding a proposed Zoning Regulation Amendment (ZRA) we suggested its form be restructured to include the amount of any campaign contributions to any of our elected officials which exceeds \$500 who introduce or sponsor any given proposed Bill whereby a ZRA is filed. We would like this suggestion extended to include if his or her attorney(s) also contributed campaign finances. Your constituents should have the right and the opportunity to know all the facts. The reformatting of the ZRA form needs to be expedited by this body to obtain the utmost transparency. We reiterate you should vote against CB9-2020 as it would be the right thing to do.

Thank you,

Stu Kohn

HCCA President

Good evening, I'm Eileen O'Neill.

I'm a proud parent of a GCS graduate, I am a trustee and middle school girls' basketball coach at GCS.

I moved to Howard County with my family almost 20 years ago.

I attended approximately 16 of the 19 public Hearing Examiner meetings.

The MINIMALLY, three-hour long meetings were bogged down by the Hearing Examiner's need to educate attendees on various topics -including, DPZ's prior decisions she didn't agree with AND by the latitude she afforded the "opposition neighbors" to discuss irrelevant and alleged code violations.

It wasn't until the 11th hearing that the Hearing Examiner directed opponents to submit violations to DPZ.

DPZ was then inundated with alleged violations and ALL WERE DISMISSED except 2 minor issues still pending in the CU process.

Did you know that if you look at the over 100 D&O's listed on the Howard County website the average number of hearings per case is fewer than two? Again, we had 19 hearings.

These meetings (unlike tonight) featured very few attendees. GCS took the approach of keeping meeting attendance small so we did not live up to the neighbors' myth that we are a big and onerous neighbor and, MORE IMPORTANTLY, to signal we were open to direct communication.

The deterioration of our relationship with our neighbors has been very disappointing. It will be surprising if the words "bad actor" isn't used repeatedly tonight to describe GCS as it was used dozens of times in the prior hearings.

GCS genuinely welcomes circumstances to restore trust with neighbors that had previously existed for decades. We understand and appreciate they LIVE on their property and we EDUCATE on ours - everyone has reasons to care.

Here are examples of how we tried to be good neighbors:

1. We provided land to Glenelg Manor Estates to erect their neighborhood entrance sign (with illumination) for FREE .
2. We have provided Glenelg Manor Estates community meeting space for FREE and we've provided assistance during storms
3. Even though we had no obligation to do so, we have completed projects to address storm water issues raised by neighbors. The fact is, Glenelg Manor was created during years when site development plans and storm water management were not required. Years later, current occupants now deal with water issues.
4. Despite not being in violation, we have responded to concerns about outdoor lighting by replacing many of the school's light fixtures on the front drive of the school, TWICE.
5. We have installed an audio limiter on the athletic field's sound system. The system is used fewer than 40 times a year for literally minutes at a time. When we asked the neighbors how many is a fair number of times to use the audio system, the answer was, "zero times." Keep in mind this is an unlit field so no sounds past sunset.
6. We have changed trash pick-up and delivery hours to respond to noise concerns raised by just two neighbors.

The neighbors' strategy of obstructing the CU process has been detrimental to GCS.

We have respectfully sought to respond to all Howard County regulations for over 65 years. Our passionate desire now is to be able to meet the challenges of the next 65 years with the campus our students need and deserve.

Please support these three important amendments to ZRA -188.

included in the SE approved use, until 2016, when the sewage treatment facilities required CU approval. Before then, the School was always authorized to proceed under the Redlined SDP process.

The multiple, existing storm water management systems built on campus, like the septic systems, fully comply with all of the applicable state and county requirements of the day. They are all inspected at regular intervals, and have always been found to be maintained in compliance. These facilities treat runoff from impervious surfaces. Larger storm events flow off the campus into the natural watercourses downstream of the site, as it always has. In the case of GCS, storm water flows into the drainage culverts that were built by the Developer, under the Private roads of Glenelg Estates. From the downstream discharge of their pipes, storm flows continue on across private lots, as Glenelg Estates has no other drainage s inlets and pipes in drainage easements to convey the storm flows through their lots and into the receiving water courses that travel to the Middle Patuxent and on to the Bay. Glenelg estates lots were developed when no such requirements for drainage easements and SWM were required.

Any Questions?

Good Evening,

My name is Tim Madden. I am a principal with the consulting firm, MRA, in Laurel, MD. We have worked for the School over the past 22 years, providing survey and site design services to GCS.

Our firm first worked on the Primary School in 2001, and then the Upper school in 2004. These two projects were envisioned in the Special Exception BA-99-51. Each project was approved under separate SDP's. The county reviewed the SDP to determine if they were in conformance with the Special Exception Authorizations. SE's, now Conditional Uses, were conceptual approvals, and SDP's are the details for construction. These two projects required upgraded treatment facilities. Wastewater treatment technology is always evolving, and the typical septic tanks were not sufficient to meet the state treatment requirements of the day. These systems included biologic media, and a controlled dosing .

Later, GCS began the renewal process for their groundwater discharge permit with MDE. The state laws had changed again. The new permit included new state requirements. GCS invested in methods to meet the new standards. These were "Best Available Technologies". BAT systems being used now are cutting edge, membrane bioreactor effluent treatment plants that result in discharge water that practically meets drinking water standards.

GCS undertook a design/build approach for two new treatment plants commencing with the Conditional Use process so the new structures could be built. The lengthy CU Hearing and Order process delayed their operation until the Fall of 2019.

I have also worked on many minor projects for the school. Each time the School submitted a redlined SDP to the County showing campus improvements, the P&Z Director decided that amendments were

Council Bill 9
Presentation in Support
by Beverly White-Seals
February 18, 2020

Good evening, my name is Beverly White-Seals and I live in the Village of Harpers Choice in Columbia. I'm here to support Council Bill 9.

I moved to Howard County in 1979 to work as an attorney for The Rouse Company. Needless to say, I drank the Kool Aid about the green environment, the diversity and the inclusion of Howard County. I have served on over 30 nonprofit boards over those 40 years all with missions to enhance and improve the lives of those who live in Howard County. Currently in my professional life I'm President of the Community Foundation of Howard County.

When my son was ready for elementary school there was a highly rated school in my neighborhood with an open classroom environment. At the time, my husband and I thought our son needed a more structured educational experience and that's what led us to Glenelg Country School. I had 2 kids attend GCS between 1986 and 2004 where I served on numerous committees and for over ten years I served on its Board of Trustees.

I have watched the astounding growth in Howard County since I moved to Columbia in 1979. More specifically, I have watched the growth of Glenelg Country School as well as the evolution of the surrounding neighborhoods from the pastoral farmland, farm tractors on the drive to school, the one lane bridge and wooded acres we saw when we first drove out Homewood Road.

I know the role GCS plays in the provision of high-quality academic programs that complement the County's nationally recognized public-school system. Education is a key economic driver that attracts people from all over the world to Howard County and Glenelg Country School has a seat at that table of educational excellence. With a County population that has probably tripled over the past 40 years, the facilities, programs and curriculum at GCS, or any of the county's public schools for that matter, would look woefully dated and inadequate by today's educational standards had they not grown and evolved.

Howard County has the most highly educated population in the State of Maryland and one of the most highly educated in the country. If Howard County wants to continue to attract such a highly educated workforce, we need to provide an educational infrastructure that addresses the varied needs of those families and future workers. That's a role Glenelg Country School continues to play.

Thank you.

Beverly White-Seals

Megan Bruno - ZRA 188 testimony, 2.18.2020

My name is Megan Bruno, I live in Fulton and I am here in support of ZRA 188. I am a parent of three children at Glenelg Country School and serve on the Board of Trustees. In addition, I am Board President of Girls on the Run of Central MD, former board chair of the Women's Giving Circle of Howard County and served on the board of Family and Children Services. I mention these roles only to illustrate my commitment to the greater Howard County community of which Glenelg Country School is an integral part.

10 years ago when our family reached the personal decision that private school would best serve the needs of our daughter, we only considered schools within our county. It is important to us that we live, work and educate our children in our local area and play our part in supporting our community. Glenelg was the clear choice for us because it met our personal needs and shared our values.

At GCS, my children are part of a student population that reflects the diversity of Howard County and takes seriously the part it plays in bettering the county for the good of ALL students. Last year alone students committed over 30,000 hours of community service at a variety of local non-profits and 25 students received the Presidential Volunteer Service Award for exceeding the required 100 hours of public service.

Annually, we host a Special Olympics basketball tournament on campus and run the fun fair at the *Inspiration Walk* in Centennial Park. The majority of funds used to build the Bocci Court at Cedar Lane Park were raised by the GCS student body. For over 12 years, GCS has built homes for local families with Rebuilding Together and we are the only school team with an official Rebuilding Together captain. Service is built into the GCS culture. We support our neighbors, our fellow students and parents.

The GCS grounds and facilities are open to and utilized by many local organizations. Youth sports teams use our fields and gyms, the public is invited to our Dragon Dialogues speaker events and Musical Theater productions. Our annual Dance Gallery showcases dance companies throughout the county including the Misako Ballet Studio. 80% of the campers that attend our Summer in the Country camps are non-GCS students. GCS offers value to the greater Howard County community and thus deserves to be treated with the fairness other county schools and organizations enjoy.

GCS has a vibrant arts department. As our program evolves, we need to grow our facilities too. This is not to say our numbers are growing, we simply need to update our facilities to meet the needs our students. Put simply, we evolve or we go away.

Part of our Mission at GCS reads: *By embracing diversity of background, culture and thought, our students are prepared to become responsible and contributing members of our global society.*

This begins locally. The GCS community is part of the Howard County community and we work together for the betterment of our citizens. Your decision today could not be more important to the future of GCS. We move forward in good faith, working within the rules of the county. Glenelg Country School is a valuable asset to the Howard County community and your vote is a vote for its future.

Good evening. My name is Ty Saini and I live in Harper's Choice in Columbia and work in Hickory Ridge. I am speaking in support of Council Bill 9. I am privileged to say that I attended both public and private schools in Howard County, having been a resident since 1971, and graduating from Glenelg Country School in 1989.

We all value education and equal access to great schools. But for schools to continue to provide what they can for their students, they must place a priority on adapting to the needs of students, teachers, administrators and support staff. How and what we learned in the 70s, 80s and 90s has greatly changed. STEAM/STEM, the arts, additional athletic options, computer technology, the humanities and other 21st century skills are all a part of today's conversation for parents seeking the right school for their children.

As most educators will tell you, having a role in developing curricula and allowing for different pedagogies affords professional satisfaction. A school's physical facilities further empowers its faculty, while providing opportunities to its students and their families. Without your support of the ZRAs, Glenelg Country School is essentially unable to meet the needs of today's and tomorrow's communities.

My wife and I have two daughters who have attended and loved GCS since pre-kindergarten; now one in 12th and the other in 7th grade. They, their classmates, teachers and other school families are keenly aware of our current dilemma and its repercussions if our school is not allowed to ensure that our campus continues to meet our students' needs.

I have served as a Trustee on the Board at Glenelg Country School since 2001. In that time, I can testify that GCS has always made a concerted effort to consider the concerns of our neighbors. For years we enjoyed good relations with them, culminating in the execution of the easement agreement to allow the pipestems for the school's use. Today, that has changed and it's unfortunate because we regard ourselves as good neighbors. As a continuing member of the Board, I pledge to do my part to repair this relationship.

As a former Rotarian I still practice the "The Four Way Test", which some of you may have learned about when visiting our local clubs. It guides Rotarians when making difficult decisions and providing needed direction. The first question being, "is it the truth?" followed by "is it fair to all concerned?" After having attended a majority of the hearings over the past two and a half years and knowing the difficult position we are in today, I do believe that it is time for truth and fairness to be considered for Glenelg Country School, as GCS has proceeded truthfully and responsibly.

As someone who grew up in Columbia and chose to return to Howard County to live and practice as a doctor, I humbly request that you allow Glenelg Country School to continue being a responsible neighbor, provide an outstanding college preparatory education and nurture good citizens by voting in favor for the ZRAs before you. Thank you for your time and attention tonight.

CB9-2020 Testimony Tyish Hall Brown

"Good evening. My name is Tyish Hall Brown, and I live at 13813 Clarkwood Lane in Laurel, MD. I'm a GCS parent of two current students and a member of the GCS Board of Trustees. I'm here to testify in support of Council Bill 9-2020.

There are a lot of myths about the GCS community that would be shattered if people took the time to visit our campus and meet our students, our families, and our faculty....

By the numbers, GCS is one of the most diverse schools in Howard County. Our student body ranges in age from 2 -18 years old, providing a college preparatory education that spans the childhood developmental spectrum. Students from diverse backgrounds represent 49% of our total student population. We serve students that self-identify as African American, American Indian, Asian American, Latino, and Multi-Racial. We are also home to a host of international students.

When we look at geographic and socio-economic diversity, the numbers reveal that we come from all over Howard County and beyond, with approximately a third of Howard County families coming from the Columbia area, a third coming from the Ellicott City area, and a third coming from other Howard County areas. We have a strong financial aid program, that allows us to provide support to 50% of our student body fostering a more inclusive environment. Our families include wealthy entrepreneurs, middle class workers, two parent households, and single parent households, which provides just a glimpse of the socio-economic diversity on our campus.

Our students participate in various outreach programs where they have connected with local schools that often have less resources. Annually we collect clothing for homeless families, crafts and games for elementary school children, and pet supplies for area animal shelters. As part of our global awareness, we skype with students from the Middle East and participate in international student exchange programs. I am always proud to see our students out in the Howard County community, particularly as they participate in internship programs or return back to the community after graduation to work and build families of their own.

GCS values unique perspectives and understands how these perspectives can benefit the educational experience. From a personal perspective, exposure to diverse cultures has enriched my children's education by introducing them to traditions that were previously unfamiliar to our family. Our annual international week has encouraged them to look into their own heritage while giving them the opportunity to experiment with clothing, sports, and foods from other cultures. We chose Glenelg Country School not just for the diversity within the student population but also because of their ability to accommodate diversity within intellectual abilities. My children have flourished because of the educational opportunities that GCS has to offer, challenging them in ways that test their limits yet supports their various interests.

Currently, our school is at a crucial period where our student's needs are outpacing our space, forcing us to repurpose classrooms to be in alignment with how the school is naturally progressing. Passage of Council Bill 9-2020 will ensure that we can accommodate the needs of our diverse student body and continue to grow in ways that best prepares our students to be successful as they matriculate. I know that GCS is a wonderful school and an asset to the Howard County Community and I hope that the council will vote in support of Council Bill 9-2020.

My name is Luzmila Robinson and I live at 12205 Green Shoot Court in Columbia, Maryland.

I am here tonight in support of CB9.

I have lived in Columbia, Maryland for 25 years. We moved here for the wonderful diversity of neighbors, sense of community and all of the wonderful amenities. I have been an active member of the community coaching and managing swim leagues, taking teen youth on community service mission trips and pilgrimages in the US and abroad, and serving on local boards that include Glenelg Country Board of Trustees, Dartmouth Maryland Alumni Board, Delta Sigma Theta Sorority, Jack and Jill of America, and The National Smartset.

When we started our family we enjoyed all the beauty and people of Howard County. In 2006 we had 3 sons and found ourselves facing our first challenge. We had a kindergarten child who was newly diagnosed with Type 1 Diabetes that would require some special needs. As our son approached school age we began our research, and made an appointment to visit our neighborhood school. At our visit we explained the medical needs of our son, and to our surprise, we were told that the school didn't have a daily on sight nurse to administer his necessary insulin. How would we educate our son? We were told

to consider homeschooling. How could we do that? We had three boys under the age of seven that required us to be a dual income family to provide for their needs.

We continued our educational research and found Glenelg Country School, an independent school, a few miles from our home. It offered not only a lower, middle and upper school with a daily campus nursing staff, but also a summer camp.

We scheduled an appointment to speak with the Admissions and Nursing staff immediately, and were received with open arms. Instantly we were part of a community that cared for our children, especially our son with Type 1.

The Glenelg Country Community has been a wonderful place to call home for all three of our boys. The school has met, and exceeded, each of their individual academic, extra curricular and personal needs. Howard County is still a place that believes and welcomes diversity and opportunity of all kinds when it comes to the educational needs of its children. Glenelg Country filled a need for us years ago.

Yes! I am absolutely taking the time to be here tonight to support ZRA #188 because it's personal. I

am here to ensure that Glenelg Country can continue as an independent school option in wonderful Howard County. We are all different, and we all have different needs. I pray that you vote to support ZRA #188 helping to ensure that this county continues to be one of the best places to live in America.

Thank you!

Good evening. My name is Anne Wooleyhand, and I live in Eldersburg. I am the Head of the Lower School at GCS which serves children age two to fifth grade. As the first director of the Extended Day Program in 1989, I fell in love with GCS. Both of my daughters are GCS Lifers as they attended school from Pre-K – graduation. During my thirty-year relationship with GCS, I have had the opportunity to watch the academic programs, day care options and summer programs grow and develop to meet the needs of our families.

At Glenelg Country School, the nursery school and day care offered through the Extended Day program provide valuable services to our families and faculty. Children in these programs benefit from the extension of academic programs utilizing the outdoor spaces of the campus for Forest Time, athletics, and enrichment classes.

Tonight, I am here to speak about Adding Child Day Care Centers and Nursey Schools as an accessory use to Schools, Colleges, Universities – Private (Academic) Conditional Uses.

- The current conditional use for Private schools does not include pre-K programs. Nursery Schools is a separate conditional use and while almost every private school has a pre-K program, many like GCS are not specifically approved for the pre-K conditional use.
- As the Technical Staff Report explains, child day care centers and nursery schools are often treated as accessory to a private school. That is, Pre-K programs can often be absorbed into a private school campus and are an allowable part of that use as it is a smaller part of the private school use.
- The proposed amendment would formalize DPZ's practice to treat child day care centers and nursey schools as an accessory use to a private school.

- An accessory use is one that is customarily incidental to the principal use, serves no other use, and is subordinate in area, intensity and purpose to the principal use.
- Currently, there are 14 private schools in Howard County, including GCS. All 14 schools offer pre-K. Only 4 have been specifically approved for pre-k.
- Almost every elementary school in the County – public or private - has before and after care. Private schools should not be required to process a separate conditional use application in order to offer a pre-K program. The conditional use criteria for private schools and nursery schools have many common criteria making it a redundant process.
- Furthermore, while some private schools may not have specific conditional use approval for their pre-K programs, they all have approval for these programs through the Maryland State Department of Education where COMAR (Code of Maryland Regulations) has 76 pages of regulations for compliance. To be clear, GCS is fully licensed and follows all COMAR regulations.
- The proposed ZRA codifies the practice of recognizing that pre-K is ordinarily accessory to a private school. The potential for abuse is non-existent as no Petitioner would ever seek approval for a private school to simply do a day care. Please approve Council Bill 9.

Thank you.

Good Evening, my name is Jhan Tangires and I reside in Ellicott City, Maryland. I moved to Howard County in 1977 and am a graduate of Glenelg High School. I have been employed by Glenelg Country School for 23 years and currently serve as the Chief Financial Officer. I have three children who are alumni of Glenelg Country School.

I am testifying tonight in support of the Zoning Regulation Amendment that eliminates a setback requirement between 2 adjacent lots if they are owned by the same person or that person owns or has an easement or similar agreement to use the other property for a conditional use.

When 2 separate properties are owned by the same person, there should be no setbacks in all cases. Who needs a setback from their own property? When it comes to a conditional use situation this common sense fact of law is a little less clear. The law today imposes a setback between properties if they are not owned by the same party, even if one property owner has rights to use both properties.

As the technical staff report points out, forcing petitioners to include multiple properties owned by the same party or to combine lots, to work around setback issues, is not productive. Land structure ownership is often set up to make it easier for business reasons, not to protect against unnecessary setbacks.

The current zoning regulations require a 50' setback on both sides of our pipestem easement regardless of our exclusive right to use the pipestem area. This restricts and eliminates the use along a strip of land, on either side, that is approximately 1200 feet in length.

Again, requiring these setbacks make no sense.

Opponents to the proposed ZRA will argue that the setbacks are necessary, yet somehow the necessity of these setbacks were never brought up as part of the original easement agreement. And why would it? The pipestem area is exclusive to GCS and no one uses the area except GCS.

Opponents also ask what happens if the adjoining property is sold after the conditional use approval. Why would that be a problem? The new buyer can clearly see the reduced setback before they buy the property. If the buyer wants to, he or she can ask the seller to revise the setback before the sale and adjust the conditional use area as needed.

Setbacks, in general, are a safeguard. They are there to provide a minimum distance between uses in the event that there is an adverse impact. We contend that when GCS or any other conditional use petitioner is required to have a setback to their own property or perpetual easement, the setback is not serving its purpose and the process is not making sense. We ask you to insert common sense into the process and support the proposed amendment. Thank you for your time this evening.

My name is John Feezer and I live in Marriottsville. I have been a part of the Glenelg Country School family since my son was enrolled in Kindergarten in 1986. My son and daughter were both "Lifers" who graduated from GCS nearly 20 years ago. Now two of my grandsons are thriving here as part of the Glenelg family. I have served on the Board of Trustees since 1995, chaired the Finance Committee and have served on the Building Committee for many of the school's major projects.

I am in support of the ZRA's, specifically the ZRA concerning permission by easement. I wanted to make a more pragmatic point: what should have GCS and the neighbors done differently to document the permission to use the pipestem area as part of the school? The Hearing Examiner said the law says nothing short of an original signature on the Conditional Use Petition or letter is acceptable. How can a group like GCS and its neighbors -- who all agreed to allow the pipestem area to be used by the school; who exchanged money for the right -- how could these people have documented their agreement any better than what they did? Was it not good enough that they negotiated, signed and recorded this perpetual easement agreement? Should they have all signed a blank conditional use form in back in 2008?

12 years later, we would have an outdated conditional use form signed by some current and some former owners of the 22 pipestems. That would not have worked.

The current law means that a new consent, each and every time, is required from the property owners. The County will not take a recorded document as written authorization. Conditional use cases can go on for years. If a property owner sells their home during the hearing process, does the applicant then have to get the new property owner's consent? If they don't, then what happens?

The current law *seems* clean, but can lead to some absurd results: our case in point. The Hearing Examiner's ruling discourages the type of agreement that was reached in this matter. The interpretation of the current law is to get their consent all over again -- even if it means suing them. That's awful.

This easement document that we have, recorded in the County land records, should be more than enough for the Board of Appeals to consider our conditional use application. If we don't have the rights we say we do, then we would be trespassing. That will take care of itself.

Thank you for taking the time understand the predicament and to help our school.

Good evening, my name is *Chris Merdon* and I am on the Board of Trustees of *Glenelg Country School*. I am resident of *Ellicott City*, parent of 2 GCS students and I have also served 2 terms as a Howard County Council member representing District 1.

First, I want to say that I am not here to give you advice based on my time when I was on the Council. I have too much respect for you and the job you have, and I realize that a lot has changed in the 13 years since I've been on the Council.

So as a citizen, your constituent, your voter and a concerned GCS parent, I wanted to convey to you my perspective.

I and many other residents care about a fair process. When government is making the types of decisions in our community that impact people's lives, their families, investments and savings, you have to have a fair and predictable process. The only thing that never changed during my time in office was my conviction that the government owed its citizens a fair and predictable process. Going through the Hearing Examiner process in this case, my faith in Howard County's tradition of being fair and predictable was shattered. *I suspect you might have felt the same when you decided to not renew the Hearing Examiner's contract.*

As a citizen, I understand what's at stake in these ZRA's. I understand that ZRA's can sometimes have unintended consequences, but these ZRA's are very limited in scope.

The simplest way to describe this ZRA is that it allows for a signed and *recorded* easement agreement - an agreement that provides for **full authority over the property** - not just a utility or driveway easement which is very limited in scope - to be sufficient evidence to file a Conditional Use.

This ZRA doesn't allow an applicant to skirt around the regulations of the Conditional Use to do whatever they want on the property. The applicant still needs to meet all of the zoning requirements and show the merits of their plan. GCS will do that also.

The Hearing Examiner or the Board of Appeals should be focused on the merits of the case and how best to apply Zoning Regulations for the betterment of our community and not on who has legal authority over the property.

As a citizen, I think government should take actions to improve citizens' access to their local government. Why promote laws and policies that make it more difficult for Howard County residents, its businesses and organizations to get the approval of their government? If GCS cannot prove the merits of the plan then the County should deny our application - **but you should at least hear it!**

This is a situation that needs your common sense. I'm happy to talk to you more in depth about my thoughts on this legislation off-line. Thank you for your leadership and service to our County.

Good evening. My name is Anna Roesch and I reside at 4853 Castlebridge Rd, Ellicott City, MD. I am the mother of four Glenelg Country School students, and the co-chair of the Campus Committee.

I'm here to testify in support of Council Bill 9-2020; specifically Ownership Authorization in the form of an Easement or similar instrument.

This amendment would allow a property owner's authorization for a conditional use application to be in the form of a recorded easement or similar recorded instrument.

The easement would be presumed to be valid and legal and would NOT be an issue for the Hearing Authority to decide.

We are here tonight in part because Glenelg Country School's Conditional Use application was submitted with copies of a signed easement granting GCS exclusive right to use a pipestem area, AND AFTER 19 HEARINGS on the content and specifics of the Conditional Use plan, the Hearing Examiner's decision was that the school's Conditional Use should be denied not on the merits of the proposed use, but rather, because the application lacked the necessary property owners' signatures. The Hearing Examiner was of the opinion that the current law requires actual signatures.

To be clear, the Zoning Regulations that are passed into law by this Council, do not actually contain any language that expressly requires the actual signatures of the current property owners in order to file a Conditional Use application.

Instead, the Zoning Regulations simply allow the Board of Appeals to set the form for the conditional use application. The current form includes a space for the property owners' signature and states that "if the Petitioner is not the owner, **written authorization** from the owner must be submitted."

The Hearing Examiner held that GCS' recorded easement did not provide sufficient **written authorization** for our conditional use application.

The Hearing Authority should not be deciding cases based on whether or not the Conditional Use applicant has permission to use the property, but rather on the merits of the proposed use of the property.

At the conclusion of a drawn-out Conditional Use process that GCS entered into in good faith, the Hearing Examiner declared that she could not accept the easement agreement as satisfactory written authorization because **the law didn't allow for it**. We are asking you to change that. It is a modest change that addresses GCS' situation as well as others like GCS who may find themselves in what we believe is a rare but difficult situation.

Just as Petitioners submit original signatures and authorization letters as proof of permission to submit a Conditional Use application, there is no reason why a recorded easement that allows the proposed use should not also be sufficient written authorization. In conclusion, I'd like to emphasize that the approval of this ZRA will simply allow the **filing** of our Conditional Use Plan so that we may then proceed to discuss and weigh the actual merits of our application. Thank you.

Howard County Council Legislative Public Hearing
February 18, 2020
Testimony of Alison Cera in support of Council Bill 9-2020

Good evening. My name is Alison Cera and I live in Ellicott City. I'm a Glenelg Country School (GCS) parent and trustee. I'm here to testify in support of Council Bill 9-2020 and explain about the "pipestems."

The pipestems are adjoining strips of land, each 2 feet wide, owned by 22 lots in Glenelg Manor Estates that pass through and divide the GCS campus.

The pipestem owners do not use the pipestems for ingress or egress to public Folly Quarter Road, utility easements, or any other functional purpose.

In 2007 and 2008, GCS and the pipestem owners executed a perpetual easement agreement and addendum granting GCS the exclusive right to use the pipestems forever. GCS paid the pipestem owners \$225,000 for this right. The easement agreement and addendum are binding on past, present, and future pipestem owners.

I've provided you with the easement agreement and addendum.

Sections 1 and 18 of the addendum grant GCS exclusive right to use the pipestems and require the pipestem owners to cooperate with and take actions necessary to GCS's pipestem use. These sections give GCS the right to file a conditional use petition for the pipestems and provide, indeed require, the pipestem owners' written authorization for such filing.

So, why is GCS here tonight? We are here tonight to ask you to fix a hole in the current law. Specifically, the Zoning Regulations do not specify the property interest and authorization sufficient to file a conditional use petition. The lack of such a provision allowed the Hearing Examiner to decide *not* to accept a conditional use petition filed by GCS that included the pipestems on the basis that the easement agreement and addendum were not sufficient written authorization for the filing.

An easement agreement, by definition, *is* written authorization to use property. Therefore, the Hearing Examiner's decision makes no sense and is bad policy. It unfairly forces GCS to renegotiate with or sue the pipestem owners for a different *form* of written authorization to file our conditional use petition when a recorded easement evidences that we've already gotten and paid for their authorization. It also unfairly gives the pipestem owners the power to prevent the filing of GCS's conditional use petition when a recorded easement evidences that they've already given and been paid for their consent and cooperation. How is that reasonable or fair? It's not.

CB 9 makes the conditional use process for easements reasonable and fair by amending Section 131.0.F.2 to accept a recorded easement as written authorization to file a conditional use petition. And, it does so without taking away property owners' rights under easement agreements or to contest conditional use petitions.

Thus, CB 9 is good sense, good policy, and good for Howard County. I urge you to pass it. Thank you.

ADDENDUM TO EASEMENT AGREEMENT

THIS ADDENDUM TO EASEMENT AGREEMENT (sometimes referred to herein as the "Addendum"), made this 20th day of August, 2008, by and between **JAMES MAYER**, the duly appointed attorney-in-fact for, **STANLEY CHESTER DAY III, MELISA BETH DAY, RONALD K. FALLON, DONNA W. FALLON, ALLEN J. NORELIUS, PEGGY C. NORELIUS, JEFFREY J. CARTER, GAIL M. CARTER, CHARLES B. SOUTHWORTH, JR., HELEN BAXTER SOUTHWORTH, PAUL FUNK, JENNIFER FUNK, CHRISTOPHER C. WRIGHT, LINDA D. KROEGER, JEREMY E. ALTMAN, MICHELLE L. ALTMAN, DOUGLAS G. DREWYER, ELAINE K. DREWYER, STEVEN KINGSBURY, SUZANNE KINGSBURY, CHANDLER B. LEE, HARRIET B. LEE, ALBERT P. FREE, KATHLEEN M. FREE, JEFFREY D. RING, MARY BETH RING, JOHN A. CHAMBERLAIN III, RITA M. CHAMBERLAIN, PRITAM S. SAINI, MANJIT K. SAINI, JAMES J. McGRANN III, DEBORAH A. McGRANN, ANDREW J. COATES, RACHEL M. COATES, MARY A. HOREJS, KENNETH J. GAERTNER, SUZANNE GAERTNER, STEPHEN J. MAISEL, and CORA A. MAISEL, (hereinafter sometimes for convenience collectively referred to as the "Glenelg Manor Homeowners"), party of the first part; and **GLENELG COUNTRY SCHOOL, INC.**, a corporation organized and existing under the laws of the State of Maryland, whose address is c/o Kingdon Gould, 1719 Desales Street, N.W., Washington, D.C. 20036-4401, and **GECS, LLC**, a limited liability company organized and existing under the laws of the State of Maryland, whose address is 12789 Folly Quarter Road, Ellicott City, Maryland 21042-1246, collectively the parties of the second part.**

WHEREAS, the Glenelg Manor Homeowners and the parties of the second part did enter into a certain Easement Agreement, dated the 20th day of MARCH, 2007 (the "Easement Agreement"), which is intended to be recorded among the Land Records of Howard County, Maryland immediately prior hereto; and

WHEREAS, the said James Mayer was duly appointed by the Glenelg Manor Homeowners as their true and lawful attorney-in-fact for the purpose of entering into this Addendum, *inter alia*, in accordance with paragraph 14 of the Easement Agreement; and

WHEREAS, it is the intention of the parties to this Addendum that the Easement Agreement is hereby amended in accordance with the terms and conditions of this Addendum, and that where there may be any conflicts or inconsistencies between the terms and conditions of the Easement Agreement and this Addendum, that the terms and conditions of this Addendum shall control and be effective; and

WHEREAS, the said Glenelg Manor Homeowners are the respective owners, in fee simple, of all that land and premises situated in the County of Howard, State of Maryland, and being more particularly described in the Agreement; and

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 11343, p. 0634, MSA CE53_11334, Date available 09/10/2008. Printed 02/17/2020.

WHEREAS, Glenelg Country School, Inc. is the owner, in fee simple, of all that land and premises described as being Tax Parcel 146, as shown on the Howard County, Maryland Tax Map 22 at Grid 23, Tax Account Number: 05-375967, and as delineated on Forest Conservation Easement Plat Number 15507 as recorded among the Land Records for Howard County, Maryland (sometimes for convenience of reference referred to herein as "Parcel 146");

WHEREAS, GECS, LLC is the owner, in fee simple, of all that land and premises described as being Tax Parcel 345, as shown on the Howard County, Maryland Tax Map 28 at Grid 4, Tax Account Number: 05-375037, and as delineated on a certain plat of subdivision known as "Glenelg Manor" as Lot 24, Block C (sometimes for convenience referred to herein as "Parcel 345"); and

WHEREAS, Parcel 146 and Parcel 345 are sometimes for convenience of reference hereinafter referred to as the "Dominant Tenements"; and

WHEREAS, all of the parcels and lots of land that are described on in the Agreement on Exhibit A are all collectively for convenience of reference hereinafter referred to as the "Servient Tenements"; and

WHEREAS, Glenelg Country School, Inc. and GECS, LLC each intend to occupy and maintain a portion of the Servient Tenements herein described as an easement and right-of-way, and more particularly described in the Attachment to this Addendum; and

WHEREAS, Glenelg Country School, Inc. and GECS, LLC are both sometimes collectively for convenience of reference hereinafter sometimes referred to as the "Glenelg Country School"; and

WHEREAS, portions of the Servient Tenements and the Dominant Tenements are appurtenant and contiguous each to the other; and

WHEREAS, the Glenelg Manor Homeowners intend by these presents to grant to Glenelg Country School an exclusive easement and right-of-way over and across a part of the Servient Tenements for all existing Glenelg Country School uses and for all new uses and purposes subsequent to the execution of this easement including, but not limited to, (i) play areas, (ii) paving, (iii) pipes and conduits, (iv) fences, (v) school use, (vi) ingress and egress to Folly Quarter Road, and (vii) cross access to and between the Glenelg Country School Properties, *inter alia*, with certain restrictions; and

NOW, THEREFORE, that for the sum of Two-Hundred Twenty Five Thousand and 00/100 Dollars (\$ 225,000.00), paid in hand by Glenelg Country School to the Glenelg Manor Homeowners, and for other good and valuable consideration, the Glenelg Manor Homeowners do hereby **GRANT** and **CONVEY** unto the Glenelg Country School, for the benefit of the land and premises hereinabove described as the

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 11343, p. 0635, MSA_CE53_11334. Date available 09/10/2008. Printed 02/17/2020.

Dominant Tenements, an easement and right-of-way, in, through, to, under, across and over a portion of the Servient Tenements, the said easement and right-of-way described herein containing 3.5365 acres of land, more or less, in accordance with a description attached hereto as "ADDENDUM ATTACHMENT" which is incorporated herein by this reference and made a part thereof (sometimes herein referred to as "Easement Area" or the "Easement," as the case may be) for the use and purposes described herein.

AND FURTHER, the parties hereby covenant and agree with one another as follows:

1. The Right to Use. That the Glenelg Country School shall have the exclusive right to use the Easement Area for all existing Glenelg Country School uses and all new uses and purposes, subsequent to the execution of this easement, including, but not limited to, : (i) play areas, (ii) paving, (iii) pipes and conduits, (iv) fences, (v) school use, (vi) ingress and egress to Folly Quarter Road, and (vii) cross access to and in between the Glenelg Country School Properties, *inter alia*, with certain restrictions, and, as regards that portion of the Easement Area adjoining Lot 29C as set forth in the Addendum Attachment, the Glenelg Country School shall not build, maintain, or permit any above-ground structures thereon. No part of the Easement Area shall be used for any disorderly, unlawful or hazardous purposes or for any purpose other than that as specified in this Agreement. The Glenelg Country School shall not generate or store, in any fashion or for any duration, trash, supplies, or other refuse on the Easement Area. Further, the use by the Glenelg Country School of the Easement Area shall at all times be in strict compliance with any and all federal, state and local statutes, laws, rules, regulation, orders, ordinances and standards, as they may now or hereafter exist, relating in any way to the protection of the environment. Notwithstanding anything contained in this Easement Agreement, each Glenelg Manor Homeowner shall have the absolute and unrestricted right to use the Easement Area for in ground utility access and, as may be required by law, ingress and egress to and from their respective parcels and lots to the public roadway known as Folly Quarter Road.

2. Repairs and Maintenance, etc. That the Glenelg Country School, at its sole cost, agrees to repair, keep and maintain the Easement Area, including all of the pre-existing and future improvements and burdens contained therein, in a proper, substantial, clean, safe, sanitary and workmanlike manner. The Glenelg Manor Homeowners shall not be responsible for any costs or performing any activities associated with the repairs, improvements, upkeep, maintenance, fees and burdens on the Easement Area.

3 Compliance With All Laws. That the Glenelg Country School in connection with its use of the Easement Area shall comply with all applicable laws, ordinances, codes, regulations, rules,

orders and directives promulgated or issued by any governmental entity with authority over the Easement Area; and the use of the Easement Area by the Glenelg Country School shall be subject to, and in accordance with, all applicable zoning, subdivision, and all other governmental regulations.

4. **Taxes and Assessments.** The Glenelg Manor Homeowners shall continue to pay the real estate taxes for the Easement Area. After the year in which this Agreement is executed, the Glenelg Country School agrees to reimburse the owner of each lot a *pro rata* share of all real and personal property taxes, assessments, impositions, and other charges that have been assessed and charged against the respective lots and parcels owned by the Glenelg Manor Homeowners that are related to the Easement Area. The *pro rata* share attributable to each lot shall be in an amount equal to the percentage arrived at by dividing the total land area of the Easement Area (as defined in the Addendum Attachment) by the total land area of the lots subject to the terms of this Easement (as published by the Maryland State Department of Assessment and Taxation), multiplied by 4.5% (which represents the share attributable to each of the 22 properties subject to the Easement Agreement), multiplied by the real and personal property taxes, assessments, impositions, and other charges that have been assessed and charged against the total land area of the lots subject to the terms of this Easement as published by the Maryland Department of Assessment and Taxation for the pertinent year. A single *pro rata* share shall be paid in then current U.S. dollars and distributed to the owner(s) of each parcel subject to this Easement within 60 days after the end of December 31st of the prior tax year. "Taxes" used in the calculation method shall mean any and all taxes, whether state, county or municipal.

5. **Insurance and Indemnifications.** That the Glenelg Country School shall keep all improvements and uses on the Easement Area, insured against loss by liability, fire and other hazards, casualties and contingencies in such amounts and for such periods as may be reasonably required by the Glenelg Manor Homeowners, and shall pay promptly, when due, any premiums on such insurance. All insurance, provided by the Glenelg Country School, shall be carried with companies approved by the Glenelg Manor Homeowners, which approval shall not be unreasonably withheld or delayed, and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of and in form acceptable to the Glenelg Manor Homeowners, which acceptance shall not be unreasonably withheld or delayed. In the event of loss, the Glenelg Country School shall give immediate notice by mail to the duly appointed agent of the Glenelg Manor Homeowners. In the event of loss, the Glenelg Manor Homeowners shall provide notice by mail to the Glenelg Country School and affected insurance companies, and will provide proof of loss, including designation of appropriate Beneficiary (s) of such loss. Each insurance company concerned is hereby authorized and directed to make payment for

such loss directly to and to the order of the named Beneficiary, and the insurance proceeds or any part thereof shall be applied to the restoration or repair of the Easement. Further, the Glenelg Country School shall provide the Glenelg Manor Homeowners with a certificate of insurance, naming each of the Glenelg Manor Homeowners as additional named insured for an initial value of no less than Two Million Dollars (\$2,000,000) of medical and general liability coverage against accidents on the Easement Area and in addition an initial value of no less than Two Million Dollars (\$2,000,000) liability. The annual reinstatement of these liability coverages shall allow the Glenelg Manor Homeowners to increase the coverage amounts for the easement uses employed at that time in a manner consistent with inflation and consistent with usual and customary loss award amounts at that time, to maintain a low risk posture by the Glenelg Manor Homeowners. All insurance providers, operating under the terms and conditions of this agreement, shall notify the agent of the Glenelg Manor Homeowner 30 days prior to the effective date of cancellation of the active policy. And still further, the Glenelg Country School does hereby covenant with each and every one of the Glenelg Manor Homeowners that it shall forever fully indemnify each of the Glenelg Manor Homeowners for any and all losses, damages, State, County and Municipality code and zoning compliance, maintenance, environmental impact remediation actions, liability (including reasonable attorneys' fees), that all or any of the Glenelg Manor Homeowners may suffer by any activities by the Glenelg Country School in connection with and which may result from its use of the Easement Area, including that of its agents, employees, lessees, contractors, students, students parents, invitees and licenses, trespassers and from any acts of negligence, omissions or willful acts, with regard to the Easement Area, and the use and maintenance thereof.

6. **Alienation.** That the Glenelg Country School shall not mortgage, encumber, obstruct, or otherwise cause (either voluntarily or involuntarily) a lien of any kind to be placed upon and be secured by the Easement Area. If either the Glenelg Country School, Inc. or GECS, LLC, as the case may be, shall sell, or otherwise convey and transfer to any third party any interest whatsoever in the Dominant Tenements or the Easement Area, the grantee(s) or transferee(s) of that interest shall be required to join into this Easement Agreement and be bound by all of the terms, conditions, covenants and agreements as contained in this Agreement. Upon a breach of this covenant by the Glenelg Country School, or its assignees, and if this condition is not cured within thirty (30) days after written notice from Glenelg Manor Homeowners to Glenelg Country School and the assignee, this Easement Agreement and the right to use the Easement Area by the Glenelg Country School shall terminate but may be renewed upon compliance herewith.

7. **Defaults.** That the Glenelg Country School's failure to perform any of the obligations, or observe any of the covenants, under this Agreement, for a period of forty five (45) calendar

days after written notice to the Glenelg Country School, shall constitute a default of this Easement Agreement, and the Glenelg Manor Homeowners shall have an absolute right to take immediate exclusive possession of the Easement Area and terminate the Easement, subject to the Glenelg Country School's right of renewal of the Easement upon compliance herewith. In this regard, the Glenelg Manor Homeowners shall file in the Land Records of Howard County, Maryland a notice of reversion, and shall have the absolute right and authority to enter the Easement Area and take the sole possession thereof to the exclusion of the Glenelg Country School.

8. Insolvency. If the Glenelg Country School makes an assignment for the benefit of creditors, files an insolvency or bankruptcy proceeding, or a proceeding is filed against the Glenelg Country School, Inc., and such proceeding is not dismissed within sixty (60) days after the filing thereof, or if that entity should otherwise take the benefit of any insolvency or similar law of any jurisdiction, then and in any of such events, the Glenelg Manor Homeowners shall have the right to declare a default under this Agreement.

9. Liens and Charges. The Glenelg Country School shall promptly discharge any and all liens, including, but not limited to mechanics liens, which may be imposed against the Easement Area, for matters related thereto, within thirty days (30) days of such imposition, and if not so discharged, it should be considered as a default under the terms of this Agreement.

10. Inspections. That notwithstanding the rights of the Glenelg Manor Homeowners to use the Easement Area for in ground utility access and for ingress and egress as may be required by law under the terms of this Easement Agreement, the members of the Glenelg Manor Homeowners, and any agent(s) selected by them, may make reasonable entries upon and conduct reasonable inspections of the Easement Area, including any of the improvements contained thereon or therein on a quarterly basis or more frequently as necessary.

11. Abandonment. Upon the Glenelg Country School leaving, and not maintaining the Easement Area for more than a ninety (90) day period, with the intention of abandoning the Easement Area, the Glenelg Manor Homeowners shall be entitled to enter upon, take complete exclusive possession of the Easement Area and this Easement Agreement shall be automatically terminated by such action.

12. Condemnation. That any condemnation awards for all or any part of the Easement Area shall be paid on a proportionate basis to the Glenelg Manor Homeowners with no consideration made to the Glenelg Country School.

13. Power of Attorney. By the terms of the Agreement, each

of the respective Glenelg Manor Homeowners do hereby make, constitute and appoint the said Mr. James Mayer, as their true and lawful attorney-in-fact, also "agent," to carry out the terms and conditions of this Agreement, specifically including, but not limiting the generality of the foregoing, to make, execute, accept and deliver any other documents in regard to the enforcement of this Easement Agreement, IN GENERAL, Mr. James Mayer may do any and all other acts, deeds, matters and things whatsoever concerning this Easement Agreement, and to concur with other persons interested therein, as fully and effectually to all intents and purposes as if any member of the Glenelg Manor Homeowners might or could do if personally present, with full power of substitution. The Glenelg Manor Homeowners may, at anytime, re-designate the assignment and appointment of the attorney-in-fact. Documentation of this will be communicated to the Glenelg Country School within 30 days of execution of the reassignment.

14. No Intention to Form Partnership. There is no intent by the members of the Glenelg Manor Homeowners to cause the formation of a partnership under the terms of this Easement Agreement and the said parties hereto covenant and further agree never to hold themselves out as a partner of either party.

15. Future Subdivision Regulations. In the event the Easement Area is rezoned, or the applicable subdivision or other regulations for Howard County, Maryland are amended, to the effect that the so-called "pipestems" (the "Pipestems") which constitute the Easement Area that are presently part of each of the parcels and lots owned by the individual members of the Glenelg Manor Homeowners are no longer needed or required by such regulations, the parties agree as follows:

(a) Provided there is a conveyance of the Pipestems under (c) below, the Glenelg Manor Homeowners shall have the right to terminate the Easement Agreement, and the Glenelg Country School shall have the right to acquire the Easement Area upon termination of the Easement Agreement, for the total consideration of the fair market value (sometimes referred to herein as the "FMV") of the Pipestems, plus a pro-rata share of such appraisal, preparation, and transaction costs as may be associated with doing so, to be paid by the Glenelg Country School to the respective members of the Glenelg Manor Homeowners (or to their respective mortgagees to obtain a Release of the Pipestem).

(b) In the event that the Glenelg Manor Homeowners and the Glenelg Country School cannot agree on the FMV of the respective Pipestems, the parties hereby agree to have the FMV of the Pipestems established through an appraisal process as follows:

Each party shall select an appraiser who has had at least five (5) years experience in appraising residential property with zoning conditions. The two appraisers so selected shall have

a period of thirty (30) days within which to agree upon the FMV of the Pipestems. If the two appraisers are unable to agree upon the FMV during such thirty (30) day period, then they shall appoint a third appraiser. If the two (2) appraisers cannot agree on a third party appraiser, then both of those appraisers shall meet and select a third appraiser who shall be a member of the Appraisal Institute, and who shall not have represented either of the parties to this Easement Agreement. Each party shall pay the cost of the appraiser it appoints, to the degree necessary to effect the appraisal activities, and the parties shall divide equally the cost of appointing the third appraiser and paying the fee of such third appraiser.

(c) That if it becomes possible through the enactment of amended regulations by Howard County that would allow the Glenelg Manor Homeowners to convey their respective Pipestems to the Glenelg Country School and further if the Glenelg Manor Homeowners and Glenelg Country School exercise their right to terminate this agreement under (a) above, the Glenelg Country School shall be obligated to prepare, at its sole cost and expense, a plat of resubdivision of the lots and parcels owned by the Glenelg Manor Homeowners, or such other document as required by Howard County, and record it among the Land Records of Howard County Maryland. In addition, the Glenelg Country School shall prepare and have recorded the necessary deeds to effectuate the intended transfer of the Pipestems to the Glenelg Country School at the sole cost and expense of the Glenelg Country School.

(d) In order to satisfy the Rule Against Perpetuities as it is in effect in Maryland, and notwithstanding anything to the contrary contained within this paragraph 15, the rights, obligations and covenants as contained in this paragraph 15 shall automatically expire on the date which is twenty (20) years and nine (9) months following the date of death of the last survivor of the now living descendants of the two U.S. Senators now serving in the U.S. Senate and the current Queen Elizabeth of England.

16. Notices. That notices to be sent hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid, as follows: (a) if to the Glenelg Country School, then to it at 12793 Folly Quarter Road, Ellicott City, MD 21042, with a copy to Mr. Richard Talkin, P.A., 5100 Dorsey Hall Drive, Ellicott City, Maryland 21042; and if to the Glenelg Manor Homeowners, then to them at: c/o Mr. James Mayer P.A., 10805 Hickory Ridge Rd., Suite 200, Columbia Maryland 21044, or to such other addresses as each party may designate to the other by signed notice.

17. Binding. That the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns, and shall be deemed to run with and bind all the land and premises as described in this Agreement.

18. Further Assurances. That the parties to this Agreement each covenant with each other that they will execute such further assurances of these premises as may be requisite or necessary.

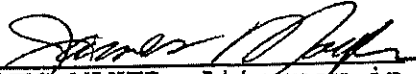
19. Recording. That this Agreement shall be recorded among the Land Records of Howard County, Maryland, at the sole cost of the Glenelg Country School.

20. Miscellaneous. That all of the rights and liabilities of the parties to this Agreement shall be determined in accordance with the laws of the State of Maryland; that no provision of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party being deemed to have drafted or structured such provisions; that the words of any gender used in the Easement Agreement, as amended by this Addendum, shall be held and construed to include any gender, any words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The parties do hereby waive any right to a trial by jury with respect to any of the terms and covenants contained in this Addendum. That all other terms and conditions contained in the Easement Agreement, including the terms and conditions of this Addendum, shall remain in full force and effect, unless modified or amended herein.

21. Compromise and Settlement. The execution of this Easement Agreement is in compromise and settlement of disputed claims. Upon termination, all parties will have and retain such rights as they may have had as if this Easement Agreement had not been executed.

TO HAVE and TO HOLD the aforesaid use of an easement and right-of-way, for the benefit of the Dominant Tenements, across the Servient Tenements. **AND, ANY AND ALL RIGHTS**, terms, provisions, easements and interest created pursuant to these presents. Nothing herein contained shall in any way be construed as a dedication to public use.

IN WITNESS WHEREOF, the parties to this Addendum have set their hands and seals and delivered these presents as of the year and day first above written.

 (SEAL)
JAMES MAYER, Attorney-in-
Fact for the Glenelg Manor
Homeowners

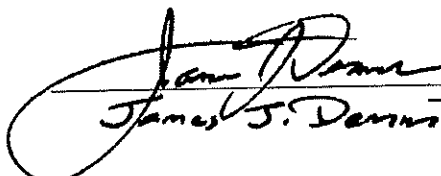
GLENELG COUNTRY SCHOOL, INC.

HOWARD COUNTY CIRCUIT COURT (Land Records) MDK 11343, p. 0642, MSA_C153_11334. Date available 09/10/2008. Printed 02/17/2020.

STATE OF MARYLAND)
)
) SS:
COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 20th day of ^{August} ~~July~~, 2008, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction James R. Monley, III known to me (or satisfactorily proven) to be the Chairman of Board of GLENELG COUNTRY SCHOOL, INC., a corporation organized and existing under the laws of the State of Maryland, and the person whose name is subscribed to the within instrument and, having the authority so to do, did acknowledged that he executed this instrument on behalf of the GLENELG COUNTRY SCHOOL, INC. for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.


James S. Dennis - Notary Public

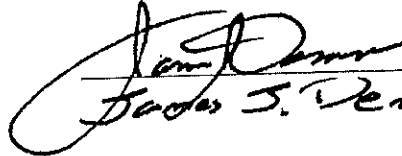
My commission expires: June 11, 2012

STATE OF MARYLAND)
)
) SS:
COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 20th day of ^{August} ~~July~~, 2008, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction James R. Monley, III known to me (or satisfactorily proven) to be the Chairman of Board of GECS, LLC, a limited liability company organized and existing under the laws of the State of Maryland, and the person whose name is subscribed to the within instrument and, having the authority so to do, did acknowledge that he executed this instrument on behalf of the GECS, LLC for the purposes therein contained.

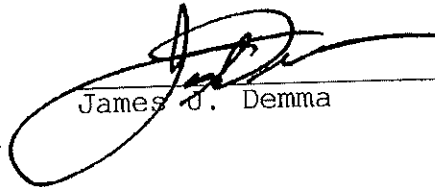
* of Glenelg Country School, Inc.

WITNESS my hand and Notarial Seal the year and day first above written.


James J. Demma - Notary Public

My commission expires: *June 11, 2012*

THE UNDERSIGNED, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his immediate supervision.


James J. Demma

Tax Account Numbers:

MADAME CLERK:

After recording please return the Original of this instrument to:

Miles & Stockbridge P.C.
Attention: James J. Demma, Esquire
11 North Washington Street
Suite 700
Rockville, Maryland 20850

HOWARD COUNTY GICGJII CUUKI (Land Records) MLK 11343, p. U64b, MSA_CEs3_11334. Date available 09/10/2008. Printed 02/17/2020.

ADDENDUM ATTACHMENT

08-1766

DESCRIPTION OF EASEMENT

Being a strip or parcel of land lying, situate and being in Election District No. 5, Howard County, Maryland, said piece or parcel of land being part of the twenty six (26) parcels of land conveyed by Beverly Abramson to Dale Maisel by deeds dated August 1981 and as recorded among the Land Records of Howard County, Maryland in Liber 1068 at Folios 505 thru 547, being more particularly described as follows:

Beginning for the same at a point in the centerline of Polly Quarter Road, said point being at the beginning of Parcel 29C as described in Deed dated August 1981 as recorded in Liber 1068 at Folio 547 and thence running with the outline of said Parcel 29C and also with westerly boundary and a portion of the southerly boundary of the Gleneig Country School as shown on the plat of subdivision entitled "Forest Conservation Plat, Gleneig Country School, Inc." as recorded among aforesaid Land Records as Plat No. 15507 in the meridian of said plat of subdivision the following seventeen courses and distances

1. South 43°26'36" West 580.35 feet to a point, thence
2. 85.85 feet along a curve to the left, said curve having a radius of 176.41 feet and a chord bearing and distance of South 29°28'20" West 85.01 feet to a point, thence
3. South 15°31'50" East 457.10 feet to a point, thence
4. 107.80 feet along a curve to the right, said curve having a radius of 304.76 feet and a chord bearing and distance of South 25°39'50" West 107.24 feet to a point, thence
5. South 35°47'50" West 90.00 feet to a point, thence
6. South 22°15'50" East 106.79 to a point, thence
7. South 50°21'50" West 99.37 feet to a point, thence
8. South 35°47'50" West 395.97 feet to a point, thence
9. South 40°32'50" West 179.05 feet to a point, thence

10. 92.81 feet along a curve to the left said curve having a radius of 350.99 feet and a chord bearing and distance of South 32°58'20" West 92.54 feet to a point, thence
11. South 25°23'50" West 144.10 feet to a point, thence
12. 89.55 feet along a curve to the left, said curve having a radius of 240.89 feet and a chord bearing and distance of South 14°44'50" West 89.04 feet to a point, thence
13. South 04°05'50" West 56.00 feet to a point, thence
14. South 47°59'31" West 98.62 feet to a point, thence
15. South 51°04'58" East 263.71 feet to a point, thence
16. South 40°25'02" West 186.66 feet to a point, thence
17. South 50°51'06" East 100.42 feet to a point, thence with the westerly boundary of said Parcel 29C
18. South 37°04'22" West 672.70 feet to a point, thence crossing said parcels 24A To 29D
19. South 80°45'31" West 56.13 to a point, thence running with the outline of said Parcel 24D the following 15 courses and distances
20. North 37°05'57" East 675.85 feet to a point, thence
21. North 50°46'25" West 104.98 feet to a point, thence
22. North 40°25'35" East 186.45 feet to a point, thence
23. North 51°04'25" West 269.54 feet to a point, thence
24. North 48°00'04" East 129.40 feet to a point, thence
25. North 04°06'23" East 39.88 feet to a point, thence
26. 103.82 feet along a curve to the right, said curve having a radius of 280.89 feet and a chord bearing and distance of North 14°45'23" East 103.82 feet to a point, thence
27. North 25°24'23" East 144.10 feet to a point, thence

28. 103.38 feet along a curve to the right said curve having a radius of 390.99 feet and a chord bearing and distance of North 32°58'53" East 103.08 feet to a point, thence
29. North 40°33'23" East 177.39 feet to a point, thence
30. North 35°48'24" East 684.31 feet to a point, thence
31. 93.65 feet along a curve to the left said curve having a radius of 264.76 feet and a chord bearing and distance of North 25°40'23" East 93.16 feet to a point, thence
32. North 15°32'23" East 457.10 feet to a point, thence
33. 105.32 feet along a curve to the right said curve having a radius of 216.41 feet and a chord bearing and distance of North 29°28'53" East 104.28 feet to a point, thence
34. North 43°25'23" East 522.94 feet to a point in said Folly Quarter Road, thence running with said Folly Quarter Road
35. North 79°11'20" East 69.12 feet to a point of beginning, containing 3.5365 acres of land.

Stephen J. Wenthold
 Registered Land Surveyor
 Maryland Reg. No. 10767

SKETCH OF AN EASEMENT
 OVER AND ACROSS PARCELS 24A TO 29D
 LIBER 1068 FOLIOS 505 TO 547
 ELECTION DISTRICT NO. 5
 HOWARD COUNTY, MARYLAND
 SCALE 1"=100' SHEET 1 OF 3

G FOLLY QUATER ROAD N79°11'20"E 89.12'
 P.O.B.

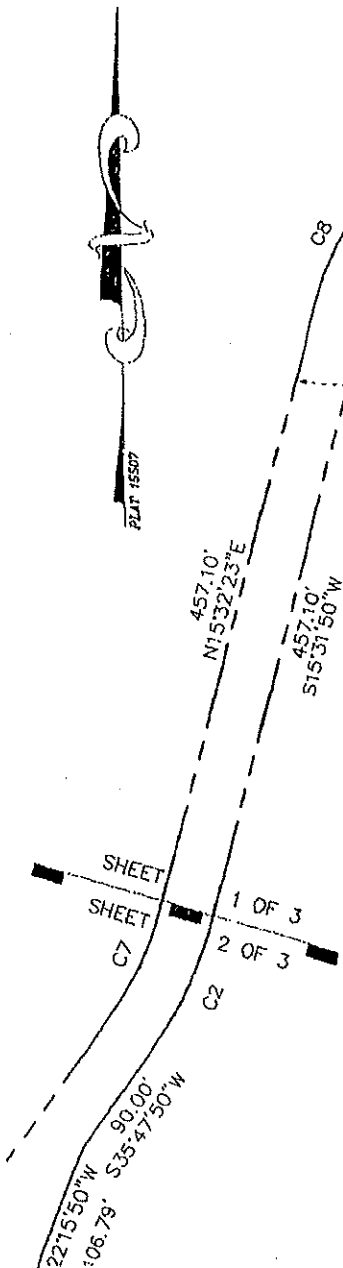
522.94'
 N43°23'23"E
 PARCELS 24A TO 29D
 580.35'
 S43°24'50"W

FOREST CONSERVATION PLAT
 GLENELG COUNTRY SCHOOL, INC.
 PLAT NO. 15507

EASEMENT CONTAINING 154,049sq ft
 OR 3.53649 ACRES

CURVE DATA

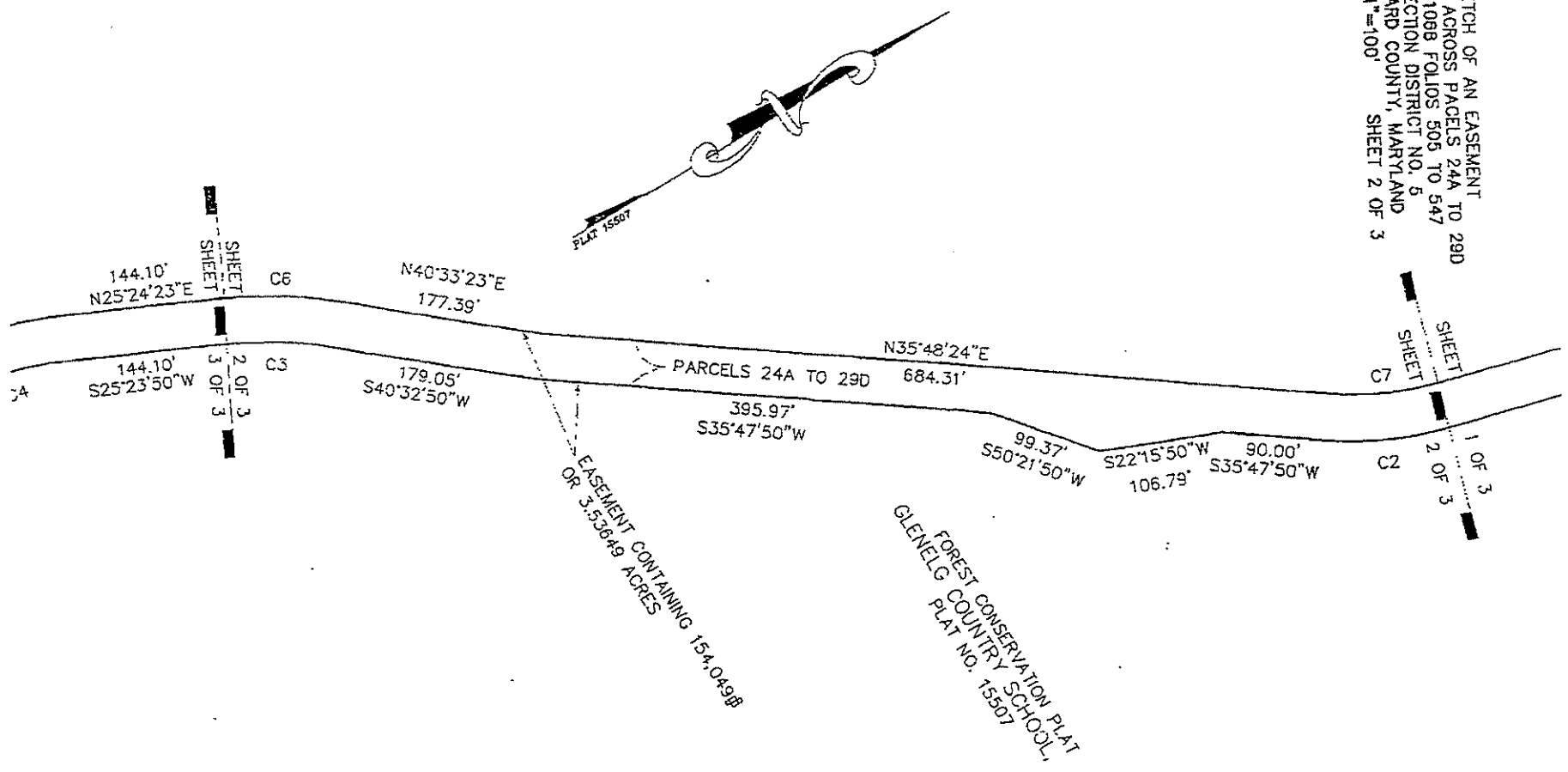
C1	R=176.41'	A=85.85'	CH=S29°28'20"W	85.01'
C2	R=304.76'	A=107.80'	CH=S25°39'50"W	107.24'
C3	R=350.99'	A=92.81'	CH=S32°58'20"W	92.54'
C4	R=240.89'	A=89.95'	CH=S14°44'50"W	89.04'
C5	R=280.89'	A=104.42'	CH=N14°45'23"E	103.82'
C6	R=390.99'	A=103.38'	CH=N32°58'53"E	103.08'
C7	R=264.76'	A=93.65'	CH=N25°40'23"E	93.16'
C8	R=216.41'	A=105.32'	CH=N29°28'53"E	104.28'



PLAT 15507

SHEET 1 OF 3
 SHEET 2 OF 3

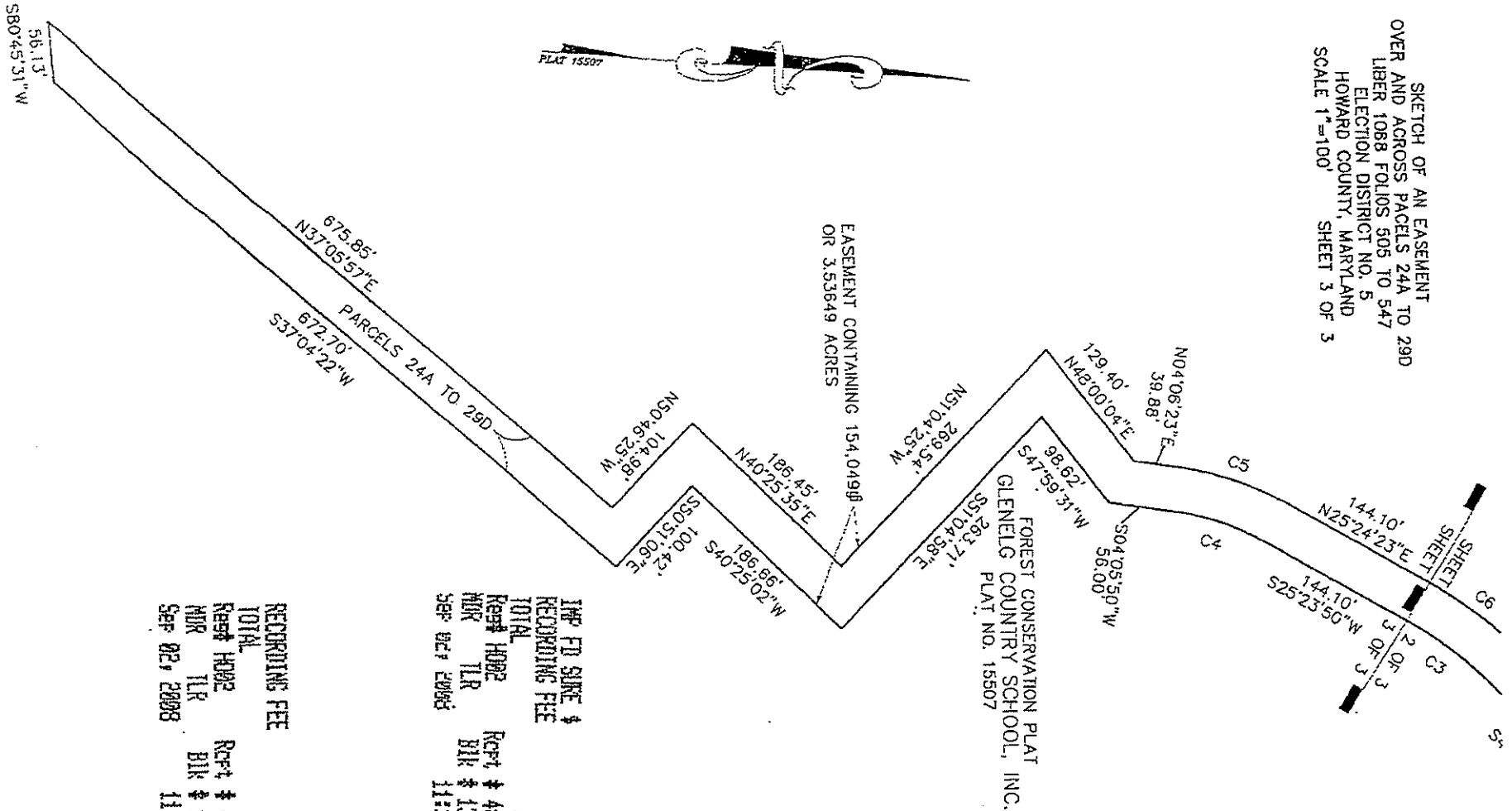
SKETCH OF AN EASEMENT
OVER AND ACROSS PARCELS 24A TO 29D
LIBER 1088 FOLIOS 505 TO 547
ELECTION DISTRICT NO. 5
HOWARD COUNTY, MARYLAND
SCALE 1"=100' SHEET 2 OF 3



11343 folio 650

011343 FOLIO 65.1

SKETCH OF AN EASEMENT
 OVER AND ACROSS PARCELS 24A TO 29D
 LIBER 1088 FOLIOS 505 TO 547
 ELECTION DISTRICT NO. 5
 HOWARD COUNTY, MARYLAND
 SCALE 1"=100'



RECORDING FEE 55.00
 TOTAL 55.00
 Recd# H002 Rcp# 46819
 MDR TLR BIK 149
 SEP 02, 2008 11:37 AM

IMP. PD. SURV. \$ 20.00
 RECORDING FEE 20.00
 TOTAL 40.00
 Recd# H002 Rcp# 46819
 MDR TLR BIK 139
 SEP 02, 2008 11:36 AM

EASEMENT CONTAINING 154.0499
 OR 3.53849 ACRES

FOREST CONSERVATION PLAT
 GLENELG COUNTRY SCHOOL, INC.
 PLAT NO. 15507

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"), made this 20TH day of MARCH, 2007, by and between DANIEL MARK and CAROLE R. MARK, husband and wife, STANLEY CHESTER DAY III and MELISA BETH DAY, husband and wife, RONALD K. FALLON and DONNA W. FALLON, husband and wife, and ALLEN J. NORELIUS and PEGGY C. NORELIUS, husband and wife, and JEFFREY J. CARTER and GAIL M. CARTER, husband and wife, and CHARLES B. SOUTHWORTH, JR. and HELEN BAXTER SOUTHWORTH, husband and wife, and PAUL FUNK and JENNIFER FUNK, husband and wife, and CHRISTOPHER C. WRIGHT and LINDA D. KROEGER, and JEREMY E. ALTMAN and MICHELLE L. ALTMAN, husband and wife, and DOUGLAS G. DREWYER and ELAINE K. DREWYER husband and wife, and STEVEN KINGSBURY and SUZANNE KINGSBURY, husband and wife, and CHANDLER B. LEE and HARRIET B. LEE, husband and wife, and ALBERT P. FREE and KATHLEEN M. FREE, husband and wife, and JEFFREY D. RING and MARY BETH RING, husband and wife, and JOHN A. CHAMBERLAIN III and RITA M. CHAMBERLAIN, husband and wife, and PRITAM S. SAINI and MANJIT K. SAINI, husband and wife, and JAMES J. McGRANN III and DEBORAH A. McGRANN, husband and wife, and ANDREW J. COATES and RACHEL M. COATES, husband and wife, and MARY A. HOREJS, and KENNETH J. GAERTNER and SUZANNE GAERTNER, husband and wife, and STEPHEN J. MAISEL and CORA A. MAISEL, husband and wife, all collectively the parties of the first part (hereinafter sometimes for convenience collectively referred to as the "Glenelg Manor Homeowners"); and GLENELG COUNTRY SCHOOL, INC, a corporation organized and existing under the laws of the State of Maryland, whose address is c/o Kingdon Gould, 1719 Desales Street, N.W., Washington, D.C. 20036-4401, and GECS, LLC, a limited liability company organized and existing under the laws of the State of Maryland, whose address is 12789 Folly Quarter Road, Ellicott City, Maryland 21042-1246, collectively the parties of the second part.

WHEREAS, the said Glenelg Manor Homeowners are the respective owners, in fee simple, of all that land and premises situated in the County of Howard, State of Maryland, and being more particularly described on "Exhibit A" which is attached hereto and made a part hereof by this reference; and

WHEREAS, Glenelg Country School, Inc. is the owner, in fee simple, of all that land and premises described as being Tax Parcel 146, as shown on the Howard County, Maryland Tax Map 22 at Grid 23, Tax Account Number: 05-375967, and as delineated on Forest Conservation Easement Plat Number 15507 as recorded among the Land Records for Howard County, Maryland (sometimes for convenience of reference referred to herein as "Parcel 146");

WHEREAS, GECS, LLC is the owner, in fee simple, of all that land and premises described as being Tax Parcel 345, as shown on the Howard County, Maryland Tax Map 28 at Grid 4, Tax Account Number: 05-375037, and as delineated on a certain plat of

subdivision known as "Glenelg Manor" as Lot 24, Block C (sometimes for convenience referred to herein as "Parcel 345"); and

WHEREAS, Parcel 146 and Parcel 345 are sometimes for convenience of reference hereinafter referred to as the "Dominant Tenements"; and

WHEREAS, all of the parcels and lots of land that are described on the attached "Exhibit A" are all collectively for convenience of reference hereinafter referred to as the "Servient Tenements"; and

WHEREAS, Glenelg Country School, Inc. and GECS, LLC each intend to occupy and maintain a portion of the Servient Tenements herein described as an easement and right-of-way, and more particularly described on Exhibit B as attached hereto and made a part hereof; and

WHEREAS, Glenelg Country School, Inc. and GECS, LLC are both sometimes collectively for convenience of reference hereinafter sometimes referred to as the "Glenelg Country School"; and

WHEREAS, portions of the Servient Tenements and the Dominant Tenements are appurtenant and contiguous each to the other; and

WHEREAS, the Glenelg Manor Homeowners intend by these presents to grant to Glenelg Country School an easement and right-of-way over and across a part of the Servient Tenements for the purposes of maintaining: (i) an existing play area, (ii) certain existing paving, (iii) two (2) existing pipes or conduits, and (iv) an existing split rail fence, and use for (iv) ingress and egress to Folly Quarter Road, *inter alia*, with certain restrictions; and

NOW, THEREFORE, that for the sum of Two-Hundred Twenty Five Thousand and 00/100 Dollars (\$ 225,000.00), paid in hand by Glenelg Country School to the respective Glenelg Manor Homeowners, and for other good and valuable consideration, the Glenelg Manor Homeowners do hereby GRANT and CONVEY unto the Glenelg County School, for the benefit of the land and premises hereinabove described as the Dominant Tenements, an **easement and right-of-way**, in, through, to and over a portion of the Servient Tenements, the said easement and right-of-way described herein containing 134,600 square feet or 3.09 acres of land, more or less, in accordance with a description attached hereto as "EXHIBIT B" which is incorporated herein by this reference and made a part hereof (sometimes herein referred to as "Easement Area" or the "Easement," as the case may be).

AND FURTHER, the parties hereby covenant and agree with one another as follows:

1. The Right to Use. That the Glenelg Country School shall

have the non-exclusive right to use the Easement Area for the following specific purposes, and for no other purposes, to wit, to maintain: (i) an existing play area, (ii) certain existing paving, (iii) two (2) existing pipes or conduits, (iv) an existing split rail fence, (v) and the right of ingress and egress to, from, over and across the Easement Area, strictly for the purposes of implementing maintenance of the aforementioned items i) thru iv), all as delineated on the attached Exhibit C. No part of the Easement Area shall be used for any disorderly, unlawful or hazardous purposes or for any purpose other than that as specified in this Agreement. The Glenelg Country School shall not generate or store, in any fashion or for any duration, trash, supplies, or other refuse on the Easement Area. The Glenelg Country School shall not use the Easement Area for vehicular or equipment standing, parking, or storage. The Glenelg Country School shall not use the Easement Area for any constructions, temporary or permanent. Further, the use by the Glenelg Country School of the Easement Area shall at all times be in strict compliance with any and all federal, state and local statutes, laws, rules, regulation, orders, ordinances and standards, as they may now or hereafter exist, relating in any way to the protection of the environment. Notwithstanding anything contained in this Easement Agreement, each of the members of the Glenelg Manor Homeowners shall have the absolute and unrestricted right to use the Easement Area for utility access, ingress and egress, to and from their respective parcels and lots to the public roadway known as Folly Quarter Road.

2. Repairs and Maintain, etc. That the Glenelg Country School, at its sole cost, agrees to repair, keep and maintain the Easement Area, including all of the pre-existing and future improvements and burdens contained therein, in a proper, substantial, clean, safe, sanitary and workmanlike manner. The Glenelg Manor Homeowners shall not be responsible for any costs or performing any activities associated with the repairs, improvements, upkeep, maintenance, fees and burdens on the Easement Area.

3. Compliance With All Laws. That the Glenelg Country School in connection with his use of the Easement Area shall comply with all applicable laws, ordinances, codes, regulations, rules, orders and directives promulgated or issued by any governmental entity with authority over the Easement Area; and the use of the Easement Area by the Glenelg Country School shall be subject to, and in accordance with, all applicable zoning, subdivision, and all other governmental regulations.

4. Fees and Assessments. The Glenelg Manor Homeowners shall continue to pay the real estate taxes for the Easement Area. After the year in which this agreement is executed, the Glenelg Country School agrees to reimburse the respective members of the Glenelg Manor Homeowners, and shall pay directly to the Glenelg Manor Homeowners, each year a fee, equivalent to the amount of Fifty

percent (50%) of all real and personal property taxes, assessments, impositions, and other charges that have been assessed and charged against the respective lots and parcels owned by the Glenelg Manor Homeowners for a prorated share, calculated as follows, of the fee relating to the Easement Area. The prorated share amount shall be calculated by simple averaging the land portion assessment amount, in then-current U.S. dollars per acre, of all of the lots, subject to the easement area as defined in Exhibit B, multiplied by the easement total area, divided by the number of separate lots subject to the easement, and then multiplied by the factor of 0.5. This fee calculation and payment shall use each lots' assessment amount and owner name and address data, levied for the prior tax year, utilizing the publicly available land portion taxation rates published by the Maryland State Department of Assessment and Taxation for the parcels subject to this easement and their owners. A prorated share amount shall be distributed to each owner of the parcels subject to this easement within 60 days after the end of December 31st of the prior tax year. "Taxes" used in the calculation method shall mean any and all taxes, whether state, county or municipal.

5. Insurance and Indemnifications. That the Glenelg Country School shall keep the improvements now existing, and the access uses hereafter enacted, on the Easement Area, insured against loss by liability, fire and other hazards, casualties and contingencies in such amounts and for such periods as may be reasonably required by the Glenelg Manor Homeowners, and shall pay promptly, when due, any premiums on such insurance. All insurance, provided by the Glenelg Country School, shall be carried with companies approved by the Glenelg Manor Homeowners, which approval shall not be unreasonably withheld or delayed, and the policies and renewals thereof shall be held by the Glenelg Manor Homeowners and have attached thereto loss payable clauses in favor of and in form acceptable to the Glenelg Manor Homeowners, which acceptance shall not be unreasonably withheld or delayed. In the event of loss, the Glenelg Country School shall give immediate notice by mail to the duly appointed agent of the Glenelg Manor Homeowners. In the event of loss, the Glenelg Manor Homeowners shall give immediate notice by mail to the duly appointed agent of the Glenelg Manor Homeowners, who may make proof of loss, including designation of appropriate Beneficiary(s) of such loss, if not made promptly by Glenelg Country School, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to and to the order of the named Beneficiary, and the insurance proceeds or any part thereof shall be applied to the restoration or repair of the Easement. Further, the Glenelg Country School shall provide the Glenelg Manor Homeowners with a certificate of insurance, naming each of the Glenelg Manor Homeowners as additional named insured for an initial value of no less than Two Million Dollars (\$ 2,000,000) of medical and general liability coverage against accidents on the Easement Area and in addition an initial value of no less than Two

Million Dollars (\$ 2,000,000) liability. The annual reinstatement of these liability coverages shall allow the Glenelg Manor Homeowners to increase the coverage amounts in a manner consistent with inflation and consistent with usual and customary loss award amounts at that time, to maintain a low risk posture by the Glenelg Manor Homeowners. All insurance providers, operating under the terms and conditions of this Agreement, shall notify the agent of the Glenelg Manor Homeowners 30 days prior to the effective date of cancellation of the active policy. And still further, the Glenelg Country School does hereby covenant with each and every one of the Glenelg Manor Homeowners that it shall forever fully indemnify each of the Glenelg Manor Homeowners for any and all losses, damages, State, County and Municipality code and zoning compliance, maintenance, environmental impact remediation actions, liability (including attorneys' fees), that all or any of the Glenelg Manor Homeowners may suffer by any activities by the Glenelg Country School in connection with and which may result from its use of the Easement Area, including that of its agents, employees, lessees, contractors, students, students parents, invitees and licenses, trespassers, and from any acts of negligence, omissions or willful acts, with regard to the Easement Area, and the use and maintenance thereof.

7. Alienation. That the Glenelg Country School shall not mortgage, encumber, obstruct, or otherwise cause (either voluntarily or involuntarily) a lien of any kind to be placed upon and be secured by the Easement Area. If either the Glenelg Country School, Inc. or GECS, LLC, as the case may be, shall sell, or otherwise convey and transfer to any third party any interest whatsoever in the Dominant Tenements or the Easement Area, the grantee(s) or transferee(s) of that interest shall be required to join into this Easement Agreement and be bound by all of the terms, conditions, covenants and agreements as contained in this Agreement. Upon a breach of this covenant by the Glenelg Country School, or its assignees, this Easement Agreement and the right to use the Easement Area by the Glenelg Country School shall terminate.

8. Defaults. That the Glenelg Country School's failure to perform any of the obligations, or observe any of the covenants, under this Agreement, for a period of fifteen (15) calendar days after written notice to the Glenelg Country School, shall constitute a default of this Easement Agreement, and the Glenelg Manor Homeowners shall have an absolute right to take immediate exclusive possession of the Easement Area and terminate the Easement. In this regard, the Glenelg Manor Homeowners shall file in the Land Records of Howard County, Maryland a notice of reversion, and shall have the absolute right and authority to enter the Easement Area and take the sole possession thereof to the exclusion of the Glenelg Country School.

9. Insolvency. That if either the Glenelg Country School, Inc. or the GECS, LLC becomes insolvent, makes an assignment for the benefit of creditors, files an insolvency or bankruptcy

proceeding, or a proceeding is filed against either of those entities, and such proceeding is not dismissed within sixty (60) days after the filing thereof, or if either of those entities shall be unable to pay any debts generally within thirty (30) days of the date they become due, or should otherwise take the benefit of any insolvency or similar law of any jurisdiction, then and in any of such events, the Glenelg Manor Homeowners shall have the right to declare a default under this Agreement.

10. Liens and Charges. The Glenelg Country School shall promptly discharge any and all liens, including, but not limited to mechanics liens, which may be imposed against the Easement Area, within fifteen (15) days of such imposition, and if not so discharged, it will be considered as a default under the terms of this Agreement.

11. Inspections. That notwithstanding the rights of the Glenelg Manor Homeowners to use the Easement Area for utility access, ingress and egress under the terms of this Easement Agreement, the members of the Glenelg Manor Homeowners, and any agent(s) selected by them, may make reasonable entries upon and conduct inspections of the Easement Area, including any of the improvements contained thereon or therein.

12. Abandonment. Upon the Glenelg Country School leaving, and not maintaining the Easement Area for more than a thirty (30) day period, with the intention of abandoning the Easement Area, the Glenelg Manor Homeowners shall be entitled to enter upon, take complete exclusive possession of the Easement Area and this Easement Agreement shall be automatically terminated by such action.

13. Condemnation. That any condemnation awards for all or any part of the Easement Area shall be paid on a proportionate basis to the Glenelg Manor Homeowners with no consideration made to the Glenelg Country School.

14. Power of Attorney. By this Agreement, each of the respective Glenelg Manor Homeowners do hereby make, constitute and appoint the said Mr. James Mayer, as their true and lawful attorney-in-fact, also "agent," to carryout the terms and conditions of this Agreement, specifically including, but not limiting the generality of the foregoing, to make, execute, accept and deliver any other documents in regard to the enforcement of this Easement Agreement, IN GENERAL, Mr. James Mayer may do any and all other acts, deeds, matters and things whatsoever concerning this Easement Agreement, and to concur with other persons interested therein, as fully and effectually to all intents and purposes as if any member of the Glenelg Manor Homeowners might or could do if personally present, with full power of substitution. The Glenelg Manor Homeowners may, at any time, re-designate the assignment and appointment of the attorney-

in-fact. Documentation of this will be communicated to the Glenelg Country School within 30 days of execution of the reassignment.

15. No Intention to Form Partnership. There is no intent by the members of the Glenelg Manor Homeowners to cause the formation of a partnership under the terms of this Easement Agreement and the said parties hereto covenant and further agree never to hold themselves out as a partner of either party.

16. Future Subdivision Regulations. In the event the Easement Area is rezoned, or the applicable subdivision regulations for Howard County, Maryland are amended, to the effect that the so-called "pipestems" (the "Pipestems") that are presently serving each of the parcels and lots owned by the individual members of the Glenelg Manor Homeowners are no longer needed or required by such regulations, the parties agree as follows:

(a) The Glenelg Manor Homeowners shall have the right to terminate this Easement Agreement for the total consideration of the fair market value (sometimes referred to herein as the "FMV") of the Pipestems, plus a pro-rata share of such appraisal, preparation, and transaction costs as may be associated with doing so, to be paid by the Glenelg Country School to the respective members of the Glenelg Manor Homeowners.

(b) In the event that the Glenelg Manor Homeowners and the Glenelg Country School cannot agree on the FMV of the respective Pipestems, the parties hereby agree to have the FMV of the Pipestems established through an appraisal process as follows:

Each party shall select an appraiser who has had at least five (5) years experience in appraising residential property with zoning conditions that then exist on the Pipestems. The two appraisers so selected shall have a period of thirty (30) days within which to agree upon the FMV of the Pipestems. If the two appraisers are unable to agree upon the FMV during such thirty (30) day period, then they shall appoint a third appraiser. If the two (2) appraisers cannot agree on a third party appraiser, then both of those appraisers shall meet and select a third appraiser who shall be a member of the Appraisal Institute, and who shall not have represented either of the parties to this Easement Agreement. Each party shall pay the cost of the appraiser it appoints, to the degree necessary to effect the appraisal activities, and the parties shall divide equally the cost of appointing the third appraiser and paying the fee of such third appraiser.

(c) That if it becomes possible through the enactment of amended subdivision regulations, by Howard County written zoning decree, that would allow the Glenelg Manor Homeowners to convey their respective Pipestems to the Glenelg Country School and further if the Glenelg Manor Homeowners exercise their right

to terminate this agreement, the Glenelg Country School shall be obligated to prepare, at its sole cost and expense, a plat of resubdivision of the lots and parcels owned by the Glenelg Manor Homeowners, and record it among the Land Records of Howard County Maryland. In addition, the Glenelg Country School shall prepare and have recorded the necessary deeds to effectuate the intended transfer of the Pipestems to the Glenelg Country School at the sole cost and expense of the Glenelg Country School.

(d) In order to satisfy the Rule Against Perpetuities as it is in effect in Maryland, and notwithstanding anything to the contrary contained within this paragraph 16, the rights, obligations and covenants as contained in this paragraph 16 shall automatically expire on the date which is twenty (20) years and nine (9) months following the date of death of Mr. Nicholas Kingsbury, son of Suzanne and Steven Kingsbury.

17. Notices. That notices to be sent hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid, as follows: (a) if to the Glenelg Country School, then to it at Mr. Richard Talkin, P.A., 5100 Dorsey Hall Drive, Ellicott City, Maryland 21042; and if to the Glenelg Manor Homeowners, then to them at: c/o Mr. James Mayer P.A., 10805 Hickory Ridge Rd., Suite 200, Columbia Maryland 21044.

18. Binding. That the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns, and shall be deemed to run with and bind all the land and premises as described in this Agreement.

19. Further Assurances. That the parties to this Agreement each covenant with each other that they will execute such further assurances of these premises as may be requisite or necessary.

20. Recording. That this Agreement shall be recorded among the Land Records of Howard County, Maryland, at the sole cost of the Glenelg Country School.

21. Miscellaneous. That all of the rights and liabilities of the parties to this Agreement shall be determined in accordance with the laws of the State of Maryland; that no provision of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party being deemed to have drafted or structured such provisions; that the words of any gender used in this Agreement shall be held and construed to include any gender, any words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The parties do hereby waive any right to a trial by jury with respect to any of the terms and covenants contained in this Easement Agreement.

TO HAVE and TO HOLD the aforesaid use of an easement and right-of-way, for the benefit of the Dominant Tenements, across the Servient Tenements. AND ANY AND ALL RIGHTS, terms, provisions, easements and interest created pursuant to these presents. Nothing herein contained shall in any way be construed as a dedication to public use.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals and delivered these presents as of the year and day first above written.

Daniel Mark (SEAL)
DANIEL MARK

Carole R. Mark (SEAL)
CAROLE R. MARK

Stanley Chester Day III (SEAL)
STANLEY CHESTER DAY III

Melisa Beth Day (SEAL)
MELISA BETH DAY

Ronald K. Fallon (SEAL)
RONALD K. FALLON

Donna Waldron Fallon (SEAL)
DONNA WALDRON FALLON

Alden J. Norelius (SEAL)
ALDEN J. NORELIUS

Peggy C. Norelius (SEAL)
PEGGY C. NORELIUS

Jeffrey S. Carter (SEAL)
JEFFREY S. CARTER

Gail M. Carter (SEAL)
GAIL M. CARTER

Charles B. Southworth, Jr. (SEAL)
CHARLES B. SOUTHWORTH, JR.

Helen Baxter Southworth (SEAL)
HELEN BAXTER SOUTHWORTH

Paul Funk (SEAL)
PAUL FUNK

Jennifer Funk (SEAL)
JENNIFER FUNK

Christopher C. Wright (SEAL)
CHRISTOPHER C. WRIGHT

Linda D. Kroeger (SEAL)
LINDA D. KROEGER

Jeremy E. Altman (SEAL)
JEREMY E. ALTMAN

Michelle L. Altman (SEAL)
MICHELLE L. ALTMAN

Douglas G. Drewyer (SEAL)
DOUGLAS G. DREWYER

Elaine K. Drewyer (SEAL)
ELAINE K. DREWYER

Steven Kingsbury (SEAL)
STEVEN KINGSBURY

Suzanne Kingsbury (SEAL)
SUZANNE KINGSBURY

Chandler B. Lee (SEAL)
CHANDLER B. LEE

Harriet B. Lee (SEAL)
HARRIET B. LEE

Albert P. Free (SEAL)
ALBERT P. FREE

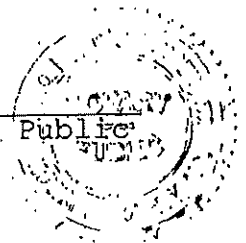
Kathleen M. Free (SEAL)
KATHLEEN M. FREE

I HEREBY CERTIFY that on this 24th day of March, 2008, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction RONALD K. FALLON and DONNA WALDRON FALLON, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged this instrument to be their act and deed and that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.

[Handwritten Signature]

- Notary Public



My commission expires: 10-1-07

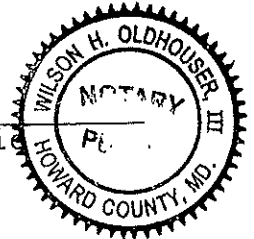
STATE OF MARYLAND)
) ss:
COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 31st day of March, 2008, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction ALLEN J. NORELIUS and PEGGY C. NORELIUS, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged this instrument to be their act and deed and that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.

[Handwritten Signature]

-Notary Public



My commission expires: 10-1-07

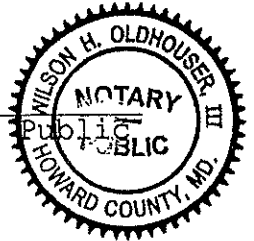
STATE OF MARYLAND)
) SS:
COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 7th day of April, 2008, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction PAUL FUNK and JENNIFER FUNK, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged this instrument to be their act and deed and that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.

Wilson H. Oldhouser III

- Notary Public



My commission expires: 20-1-07

STATE OF MARYLAND)
) ss:
COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 20th day of March, 2008, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction CHRISTOPHER C. WRIGHT and LINDA D. KROEGER, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged this instrument to be their act and deed and that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.

Wilson H. Oldhouser III

- Notary Public



My commission expires: 10-1-07

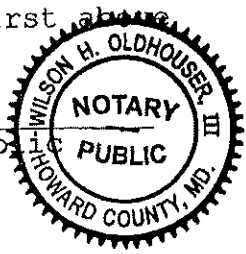
STATE OF MARYLAND)
) ss:
COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 31st day of March, 2008, before me the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction JEREMY E. ALTMAN and MICHELLE L. ALTMAN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged this instrument to be their act and deed and that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.

[Handwritten Signature]

- Notary Public



My commission expires: 10-1-07

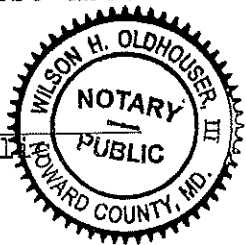
STATE OF MARYLAND)
) ss:
COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 31st day of March, 2008, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction DOUGLAS G. DREWYER and ELAINE K. DREWYER, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged this instrument to be their act and deed and that the same was executed of the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.

[Handwritten Signature]

- Notary Public



My commission expires: 10-1-07

STATE OF MARYLAND)
) ss:

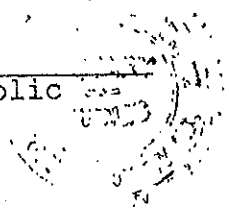
HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 11343, p. 0618, MSA_CE53_11334. Date available 09/10/2008. Printed 02/17/2020.

COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 24th day of March, 2008, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction STEVEN KINGSBURY and SUZANNE KINGSBURY, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged this instrument to be their act and deed and that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above Written.

[Signature]
- Notary Public



My commission expires: 10-1-07

STATE OF MARYLAND)

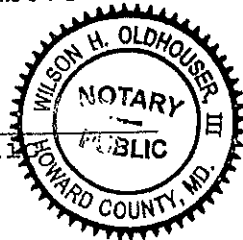
) SS:

COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 24th day of March, 2006, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction CHANDLER B. LEE and HARRIET B. LEE, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged this instrument to be their act and deed and that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.

[Signature]
-Notary Public



My commission expires: 10-1-07

STATE OF MARYLAND)

) ss:

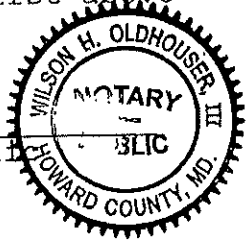
COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 31st day of March, 2006, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction ALBERT P. FREE and KATHLEEN M. FREE, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged this instrument to be their act and deed and that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.

Wilson H. Oldhouser III

-Notary Public



My commission expires: 10-1-07

STATE OF MARYLAND)

) SS:

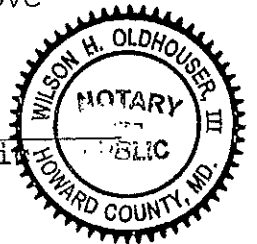
COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 31st day of March, 2006, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction JEFFREY D. RING and MARY BETH RING, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.

Wilson H. Oldhouser III

- Notary Public



My commission expires: 10-1-07

STATE OF MARYLAND)


) SS:

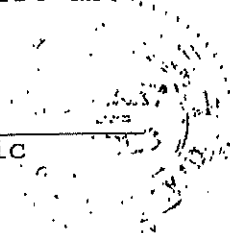
HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 11343, p. 0620, MSA_CE53_11334. Date available 09/10/2008. Printed 02/17/2020.

COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 24th day of March, 2008, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction JOHN A. CHAMBERLAIN III and RITA M. CHAMBERLAIN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged this instrument to be their act and deed and that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.


-Notary Public



My commission expires: 10-1-07

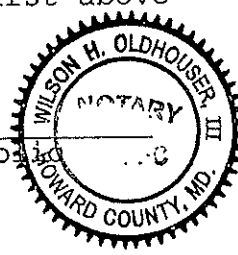
STATE OF MARYLAND)
)
COUNTY OF HOWARD)

SS:

I HEREBY CERTIFY that on this 31st day of March, 2008, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction PRITAM S. SAINI and MANJIT K. SAINI, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged this instrument to be their act and deed and that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.


- Notary Public



My commission expires: 10-1-07

STATE OF MARYLAND)
)
)

SS:

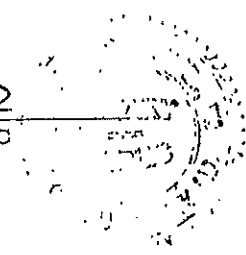
HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 11343, p. 0621, MSA_CE53_11334. Date available 09/10/2008. Printed 02/17/2020.

COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 24th day of March, 2007, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction JAMES J. MCGRANN III and DEBORAH A. MCGRANN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged this instrument to be their act and deed and that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.

Wilson H. Oldhouser III
-Notary Public



My commission expires: 10-1-07

STATE OF MARYLAND)

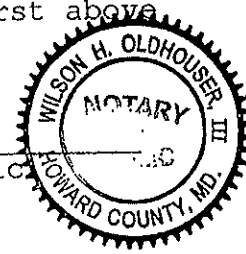
SS:

COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 31st day of March, 2006, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction ANDREW J. COATES and RACHEL M. COATES, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged this instrument to be their act and deed that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.

Wilson H. Oldhouser III
-Notary Public



My commission expires: 10-1-07

STATE OF MARYALND)

SS:

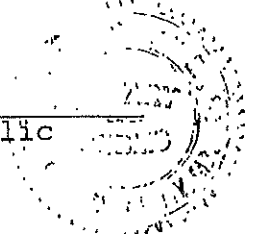
COUNTY OF HOWARD)

I HEREBY CERTIFY that on this 24th day of March, 2008, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction KENNETH J. GAERTNER and SUZANNE GAERTNER, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged this instrument to be their act and deed and that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.

[Handwritten Signature]

- Notary Public



My commission expires:

STATE OF MARYALND)
COUNTY OF HOWARD)

SS:

I HEREBY CERTIFY that on this 7th day of April, 2008, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction MARY A. HOREJS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged this instrument to be her act and deed and that the same was executed for the purposes therein contained.

WITNESS my hand and Notarial Seal the year and day first above written.

[Handwritten Signature]

-Notary Public



My commission expires:

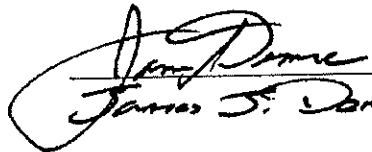
STATE OF MARYALND)
COUNTY OF HOWARD)

SS:

I HEREBY CERTIFY that on this 20th day of August, 2008, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction James R. Maxley, known to me (or satisfactorily proven) to be the Chairman of Board of GECS, LLC, a limited liability company organized and existing under the laws of the State of Maryland, and the person whose name is subscribed to the within instrument and, having the authority so to do, did acknowledge that he executed this instrument on behalf of the GECS, LLC for the purposes therein contained.

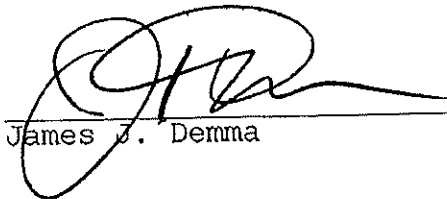
*for Glenely County School, Inc.

WITNESS my hand and Notarial Seal the year and day first above written.


James S. Demma - Notary Public

My commission expires: June 11, 2012

THE UNDERSIGNED, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his immediate supervision.


James J. Demma

Tax Account Numbers:

MADAME CLERK:

After recording please return the Original of this instrument to:

Miles & Stockbridge P.C.
Attention: James J. Demma, Esquire
11 North Washington Street
Suite 700
Rockville, Maryland 20850

EXHIBIT A
NAMES, ADDRESSES AND OWNERSHIP

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 11343, p. 0625, MSA_CE53_11334, Date available 09/10/2008. Printed 02/17/2020.

INFORMATION FOR ALL SERVIENT OWNERS

DANIEL MARK and CAROLE R. MARK
 12845 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 26 D - "Glenelg Manor"
 Tax Account Number: 05-358477

STANLEY CHESTER DAY III and MELISA BETH DAY
 12839 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 27 C - "Glenelg Manor"
 Tax Account Number: 05-374944

RONALD K. FALLON and DONNA W. FALLON
 12843 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 26 A - "Glenelg Manor"
 Tax Account Number: 05-374952

ALLEN J. NORELIUS and PEGGY C. NORELIUS
 12849 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 25 D - "Glenelg Manor"
 Tax Account Number: 05-358493

JEFFREY J. CARTER and GAIL M. CARTER
 12857 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 24 D - "Glenelg Manor"
 Tax Account Number: 05-358469

CHARLES B. SOUTHWORTH, JR. and HELEN BAXTER SOUTHWORTH
 12861 Folly Quarter Road
 Ellicott City, Maryland 2104
 Lot 25 B - "Glenelg Manor"
 Tax Account Number: 05-374995

PAUL FUNK and JENNIFER FUNK
 12841 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 27 D - "Glenelg Manor"
 Tax Account Number: 05-358442

CHRISTOPHER C. WRIGHT and LINDA D. KROEGER
 12847 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 25 A - "Glenelg Manor"
 Tax Account Number: 05-374987

JEREMY E. ALTMAN and MICHELLE L. ALTMAN

12851 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 24 A - "Glenelg Manor"
 Tax Account Number: 05-375010

DOUGLAS G. DREWYER and ELAINE K. DREWYER
 12859 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 25 C - "Glenelg Manor"
 Tax Account Number: 05-375002

STEVEN KINGSBURY and SUZANNE KINGSBURY
 12863 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 26 C - "Glenelg Manor"
 Tax Account Number: 05-374979

CHANDLER B. LEE and HARRIET B. LEE
 12865 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 26 B - "Glenelg Manor"
 Tax Account Number: 05-374960

ALBERT P. FREE and KATHLEEN M. FREE
 12873 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 27 A - "Glenelg Manor"
 Tax Account Number: 05-374928

JEFFREY D. RING and MARY BETH RING
 12877 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 28 A - "Glenelg Manor"
 Tax Account Number: 05-374871

JOHN A. CHAMBERLAIN III and RITA M. CHAMBERLAIN
 12881 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 29 C - "Glenelg Manor"
 Tax Account Number: 05-374863

PRITAM S. SAINI and MANJIT K. SAINI
 12887 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 28 C - "Glenelg Manor"
 Tax Account Number: 05-374901

JAMES J. McGRANN III and DEBORAH A. McGRANN
 12871 Folly Quarter Road
 Ellicott City, Maryland 2104
 Lot 27 B - "Glenelg Manor"
 Tax Account Number: 05-374936

ANDREW J. COATES and RACHEL M. COATES
 12875 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 28 D - "Glenelg Manor"
 Tax Account Number: 05-358434

MARY A. HOREJS
 12879 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 29 D - "Glenelg Manor"
 Tax Account Number: 05-358450

KENNETH J. GAERTNER and SUZANNE GAERTNER
 12885 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 28 B - "Glenelg Manor"
 Tax Account Number: 05-374898

CORA A. MAISEL
 12789 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 24C - "Glenelg Manor"
 Tax Account Number: 05-406048

CORA A. MAISEL
 12700 Folly Quarter Road
 Ellicott City, Maryland 21042
 Lot 24B - "Glenelg Manor"
 Tax Account Number: 05-375029

EASEMENT
FOR PARCEL 146, HOWARD COUNTY, MARYLAND; TAX MAP 22, GRID 23

BEGINNING for the same at a point in the centerline of Folly Quarter Road, said point being the beginning of the twenty-second line of that land conveyed by Dale Z. Maisel to Fredia M. Rafferty by a deed dated January 3, 1974 and recorded among the Land Records of Howard County, Maryland in Liber 665 Folio 432, said point being the beginning of Parcel 29C as described in a deed dated August 1981 and recorded among the Land Records of Howard County, Maryland in Liber 1068 Folio 547 and running thence with the first through the sixteenth part of the seventeenth lines of Parcel 29C and the western boundary of Glenelg Country School, Inc. as surveyed by NTT Associates, Inc. in August of 1984:

- 1) South 52° 46' 56" West 580.35 feet to a point, thence
- 2) 85.85 feet with a curve to the left having a radius of 176.41 feet and a chord of South 38° 50' 26" West 85.01 feet to a point, thence
- 3) South 24° 53' 56" West 457.10 feet to a point, thence
- 4) 107.80 feet along a curve to the right having a radius of 304.76 feet and a chord of South 35° 01' 56" West 107.24 feet to a point, thence
- 5) South 45° 09' 56" West 90.00 feet to a point, thence
- 6) South 31° 37' 56" West 106.79 feet to a point, thence
- 7) South 59° 43' 56" West 99.37 feet to a point, thence
- 8) South 45° 09' 56" West 395.97 feet to a point, thence
- 9) South 49° 54' 56" West 179.05 feet to a point, thence
- 10) 92.81 feet along a curve to the left having a radius of 350.99 feet and a chord of South 42° 20' 26" West 92.54 feet to a point, thence
- 11) South 34° 45' 56" West 144.10 feet to a point, thence
- 12) 89.55 feet along a curve to the left having a radius of 240.89 feet and a chord of South 24° 06' 56" West 89.04 feet to a point, thence
- 13) South 13° 27' 56" West 56.00 feet to a point, thence
- 14) South 57° 21' 37" West 98.62 feet to a point, thence,
- 15) South 41° 42' 52" East 263.71 feet to a point, thence
- 16) South 49° 47' 08" West 186.66 feet to a point, thence
- 17) South 41° 24' 52" East 101.14 feet to a point, thence
- 18) South 46° 25' 55" West 40.54 feet to a point, thence
- 19) North 41° 27' 48" West 146.22 feet to a point, thence with one line crossing strips of parcels 24A, 24B, 24C, 24D, 25A, 25B, 25C, 25D, 26A, 26B, 26C, 26D, 27A, 27B, 27C, 27D, 28A, 28B, 28C, 28D, 29C, 29D to encumber the included portions of said parcels

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 11343, p. 0629, MSA_CE53_11334. Date available 09/10/2008. Printed 02/17/2020.

EASEMENT
FOR PARCEL 146, HOWARD COUNTY, MARYLAND; TAX MAP 22, GRID 23

The following 20th through 32nd lines and curves being coincident with the 13th through 1st lines and curves, respectively, of adjoiner as described by deeds dated July 1999 and recorded among the Land Records of Howard County, Maryland in Liber 4839 Folio 25 through 30

- 20) North 49° 48' 21" East 186.39 feet to a point, thence
- 21) North 41° 42' 20" West 270.00 feet to a point, thence
- 22) North 57° 22' 50" East 131.01 feet to a point, thence
- 23) North 13° 19' 48" East 38.25 feet to a point, thence
- 24) 105.91 feet along a curve to the right having a radius of 284.89 feet and a chord of North 24° 06' 51" East 105.30 feet to a point, thence
- 25) North 34° 45' 51" East 144.13 feet to a point, thence
- 26) 103.90 feet along a curve to the right having a radius of 392.99 feet and a chord of North 42° 20' 18" East 103.60 feet to a point, thence
- 27) North 49° 54' 45" East 177.16 feet to a point, thence
- 28) North 45° 12' 42" East 684.23 feet to a point, thence
- 29) 93.19 feet along a curve to the left having a radius of 262.76 feet and a chord of North 35° 03' 08" East 92.71 feet to a point, thence
- 30) North 24° 53' 35" East 456.77 feet to a point, thence
- 31) 106.31 feet along a curve to the right having a radius of 218.41 feet and a chord of North 38° 50' 15" East 105.27 feet to a point, thence
- 32) North 52° 46' 56" East 520.87 feet to a point, thence

33) North 88° 57' 19" East 71.73 feet to the point of beginning containing 3.09 acres of land, more or less.

BEING part of twenty-six parcels of land conveyed by Beverly Abramson to Dale Z. Maisel by deeds dated August 1981 and recorded among the Land Records of Howard County, Maryland in Liber 1068 Folio 505 through 547.

IMP FD SURE \$	20.00
RECORDING FEE	75.00
TOTAL	95.00
Res# H002	Rcrt # 46819
MDR TLR	Blk # 137
Sep 02, 2008	11:35 am

Brad Smith

- Good evening, my name is Brad Smith and I reside at 10520 Resort Road in Ellicott City Maryland. I am the Chair of the Glenelg Country School Board of Trustees. I've lived in Howard County for 32 years and am the parent of two GCS Alumni.
- I'm here representing an active Board of Trustees, many parents, students, alumni, staff and volunteers who are also here and asking you to help Glenelg Country School.
- I have been active in a variety of other volunteer board activities in the County to include the Howard Hospital Foundation for 6 years and the Howard County Youth Program for almost 20 years in various leadership positions to include Treasurer and Baseball Director.
- The Board members of GCS are similarly active within Howard County in both their personal and professional lives and you will hear from some of them.
- We will tell you that Howard County has one of the best education systems in the country, if not the world, and GCS is proud to be a part of it.
- GCS has always enjoyed our partnership with Howard County.
- In 2001, 2008 and again in 2014, the County recognized the value of GCS to the community and the need to foster its growth when the County's elected leadership approved the sale of over \$8M of revenue bonds to be sold by the County, with the proceeds loaned to GCS for campus

development. GCS has honored our payment obligations on these bonds.

- Further, we are proud that the school provides a unique educational experience for students and a community for families who are seeking a challenging, supportive and personal college preparatory education, with opportunities across the spectrum in academics, athletics, the arts, STEAM, community service and leadership.
- Today, that investment is threatened. For 3 years and counting, the growth of our programs has been stymied and our ability to serve our students continues to be hampered.
- As Mr. Ventre discussed, the current situation is a threat to our school's future survival.
- Without the ability to grow, evolve, improve, and refine to ensure that the education we provide continues to meet our highest standards, families will go elsewhere. Our school will die.
- The changes to the law proposed under this ZRA are necessary in order for GCS to continue to meet the needs of our families.
- Without these legislative changes, we fear that our unfortunate plight will continue.
- 3 years and counting, and our current status is that it's questionable whether the County can even accept our conditional use application.
- To be perfectly clear, our school's position is not that we should receive preferential treatment for our application. We understand that it is our burden to show that our

proposed uses will have no real harm to the surrounding community.

- We are not asking you, the Council, to take a position on our development proposal. We are only asking that you to not allow an abuse of the system. Everyone, especially the schools that educate our children, should be treated fairly by the system and our local government.
 - We believe the current law and the potential for that law to be misconstrued and misapplied must be addressed.
 - We need your help and are asking that you take this necessary step to protect our educational institutions.
- Thank you.
-

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

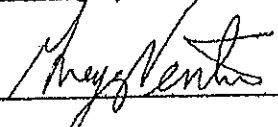
I, Gregory Ventre, have been duly authorized by
(name of individual)

Glenelg Country School to deliver testimony to the
(name of nonprofit organization or government board, commission, or task force)

County Council regarding Council Bill 9 to express the organization's
(bill or resolution number)

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

Printed Name: Gregory Ventre

Signature: 

Date: 2-5-20

Organization: Glenelg Country School

Organization Address: 12793 Folly Quarter Road, Ellicott City, MD 21042

Number of Members: school—approximately 750

Name of Chair/President: Gregory Ventre, Head of School

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

GLENELG COUNTRY SCHOOL, INC.: D00109967

▲ Notice

Trade Names Renewals are now available online up to 6 months prior to the Trade Name's expiration date. If the owner of the Trade Name is an LLC or Corporation, that LLC or Corporation must be in Good Standing with SDAT. Once logged in, click 'Start a New Filing' in your 'Online Filings' tab. Then, select 'Renew Trade Name' to see if you are eligible.

Department ID Number:

D00109967

Business Name:

GLENELG COUNTRY SCHOOL, INC.

Principal Office:12793 FOLLY QUARTER ROAD
ELLCOTT CITY MD 21042**Resident Agent:**JAMES R. MOXLEY, III
13205 ROUTE 144
WEST FRIENDSHIP MD 21794**Status:**

INCORPORATED

Good Standing:

THIS BUSINESS IS IN GOOD STANDING

Business Type:

CORPORATION

Business Code:

04 ORDINARY BUSINESS - NON-STOCK

Date of Formation/ Registration:

08/11/1954

State of Formation:

MD

Stock Status:

NONSTOCK

Close Status:

NO

Greg Ventre Testimony---2/18/20

- Good evening---I am Greg Ventre and I live at 12795 Folly Quarter Road in Ellicott City, on the campus of Glenelg Country School. I have been the Head of Glenelg Country School for the last 13 years. Almost three of those years has included an acrimonious Conditional Use process. That is largely the reason Glenelg Country School is here this evening.
- For the last 65 years, our school has occupied more than 90 acres on one of the most unique and beautiful locations in Howard County. It includes one of the most important and historic structures in the area, The Manor House, where the school began in 1954 with 35 students. We have now grown to a steady enrollment of about 750 students and, as we have for thousands of students over the decades, we continue to provide an exceptional independent, college preparatory experience.
- The ground we occupy is part of our core mission---it is the very heart of GCS---organically engrained in our DNA---it provides inspiration for our educational philosophy of educating the whole child in a safe and serene environment for our students from age two

through grade 12, the only independent school in the county to serve such a student body.

- Tonight you will hear from our parents, staff and volunteers who will discuss our proposed zoning regulation amendments
- They will also discuss easements, setbacks and pipe stems, and explain why our school needs your help.
- Over three years ago, we sought to update our Conditional Use status---because the Maryland Department of the Environment had upgraded its environmental standards.
- Unfortunately, the Hearing Examiner process we tried to work under was broken.
- As you may hear in more detail, we attended 21 hearings before the previous hearing examiner, 19 of which lasted more than three hours. We spent hundreds of thousands of dollars over a year and 1/2 in unfocused and disorganized hearings. We were chastised and forced to be unreasonably over-exacting.
- Significantly, early on in the process, GCS made the effort to streamline the case by asking the Hearing Examiner to rule on a preliminary issue. She refused to do so at that time. More than a year later, the

Hearing Examiner decided the case on that very same preliminary issue.

- The Hearing Examiner ruled that the current law does not allow a verified copy of an easement agreement, recorded in the land records of Howard County, to be sufficient evidence of a property owner's consent. Instead, she said that only an original signature from the current property owner is sufficient permission. This means, in essence, that GCS has to either sue our neighbors to compel them to sign the conditional use form, or appeal our case to the Board of Appeals, who is now also being asked to dismiss our case because of the same preliminary issue.
- We cannot accept that our local government and fair-minded responsible people think that schools suing neighbors is the way to resolve this matter. The Hearing Examiner explained that she was just interpreting the law. Of course, you make the laws. We need your help.
- All schools have needs. As a private school in a residentially zoned area, GCS faces extra challenges to ensure a prosperous future. We understand and accept the responsibilities of being an independent

school. However, we cannot continue to exist without fair laws and an impartial Conditional Use process.

- No successful school can be static---we must be dynamic. We compete in an environment where other schools are constantly seeking to innovate and improve their programs and facilities. In our case, we have additional competition from one of the best public school systems in the nation.
- In order for our school to survive, we need local policy to protect institutions like GCS. Even though GCS was established long before our neighbors' properties were developed, we all know the stories of prior uses that have disappeared because neighbors think the prior use is no longer compatible with the surrounding area. GCS is experiencing this first hand and it is an existential threat to our future.
- Finally, despite some past insinuations to the contrary, I want everyone to know that our school has always endeavored to follow all applicable laws. We have enjoyed cordial relations with our neighbors, allowing them to use the campus for various functions, summer activities and inviting

them to events, and we continue to do so despite the current contentions.

- We have and will continue to work with our neighbors to try to resolve their quality of life issues, whether or not such issues have anything to do with the Conditional Use process, even as we meet or exceed applicable standards. Our school wants to be a good neighbor. We are a good neighbor and we will continue to hold ourselves to a higher standard.
- Thank you for this opportunity to speak on behalf of Glenelg Country School, and we thank you for your service to Howard County.



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

I, LISA MARKOVITZ, have been duly authorized by
(name of individual)

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

County Council regarding CB 9-2020 to express the organization's
(bill or resolution number)

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

Printed Name: LISA MARKOVITZ

Signature: [Handwritten Signature]

Date: 2/18/2020

Organization: The People's Voice

Organization Address: 3600 Saint Johns Lane Suite D
Elizabeth City MD 21042

Number of Members: 3682 (HCo)

Name of Chair/President: LISA MARKOVITZ

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

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

Council Bill No. 9-2020

Introduced: February 3, 2020

Auditor: Owen Clark

Fiscal Impact:

The fiscal impact of Council Bill 9-2020 cannot be estimated at this time. However, possible fiscal impact of this legislation could be an increase in excise, real property, and business personal property taxes as well as an increase in permit and hearing fees.

We believe these revenues may increase based on indications from the Department of Planning and Zoning (DPZ) that:

- The bill could increase the volume of Conditional Use applications by making the current restrictions on setbacks and property rights more flexible.
- New construction or site improvements are typically required on properties that have been approved for a Conditional Use.

Purpose:

This bill would amend the Howard County Zoning Regulations that pertain to Conditional Uses. See the below summary of changes to each section:

131.0.D.5 – Allows the Hearing Examiner to approve variances to setbacks noted in the criteria for Conditional Uses through a variance process.

131.0.D.6 - Exempts Conditional Uses from setback requirements where adjacent lots are owned by the petitioner or held in an easement, or similar recorded instrument.

131.0.F.2.f – Establishes written authorization for a Conditional Use Petition as a recorded easement or similar recorded instrument. Also, a recorded easement or similar easement that is provided would be presumed valid and legal by the County.

131.0.N.48 – Adds a provision to permit an eligible child day care center and nursery school to be approved as an accessory use under “Schools, Colleges, Universities – Private (Academic)” rather than through their own Conditional Use application.

Other Comments:

Per DPZ, the following proposed changes in this bill are already practiced under the current regulations:

- The portion of the text of Section 131.0.D.6 that exempts Conditional Uses from setback requirements where adjacent lots are *owned by the petitioner*.
- The portion of the text of Section 131.0.F.2.f that addresses *the presumed validity of an easement*.

Based on our inquiries to DPZ, they have indicated that:

- There has been one conditional use denial (Glenelg County School) in the past 24 months that resulted from the petitioner having inadequate property ownership rights due to being an easement holder.
- There have been zero Conditional Use denials in the past 24 months due to property setback restrictions.
- Anne Arundel, Baltimore, and Carroll Counties each require a property owner's signature for a petitioner/easement holder to have a property interest sufficient to process a Conditional Use application.

Per inquiry to Montgomery County's Office of Zoning and Administrative Hearings, they require Conditional Use applicants who hold an easement for property subject to their application to provide written authorization from the fee simple owner of that property. This ensures that:

- Conditional Use applicants have the legal authority to submit their application.
- All parties consent to the Conditional Use restrictions for which the property will be bound.

Other reviews of this bill, which is also known as ZRA-188, include a:

Technical Staff Report (TSR) from DPZ.

The Department of Planning and Zoning released a TSR (whose language mirrors this proposed legislation) recommending approval with certain modifications of ZRA-188. See the TSR for DPZ's consideration of each change and *refer to Exhibit B within the TSR for DPZ's own proposed text for ZRA-188.*

Please note that DPZ's TSR states that *it will be up to the County Council to determine if an easement constitutes a sufficient property interest* to process a Conditional Use submission.

Planning Board Recommendation (PBR).

The Planning Board recommended, with a 5-0 vote, that these proposed Zoning Regulation changes be *denied*. Please see the PBR to review their full consideration.

Planning Board members expressed concerns that the proposed amendments address issues with one property, however, they would apply countywide and may result in unintended consequences. The Board also stated a *preference for continuing to require property owner signatures* on Conditional Use petitions (including those in which a petitioner was granted an easement.)

Office of the County Auditor
Auditor's Analysis

Council Bill No. 9-2020

Introduced: February 3, 2020

Auditor: Owen Clark

Fiscal Impact:

The fiscal impact of Council Bill 9-2020 cannot be estimated at this time. However, possible fiscal impact of this legislation could be an increase in excise, real property, and business personal property taxes as well as an increase in permit and hearing fees.

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131.0.D.6 - Exempts Conditional Uses from setback requirements where adjacent lots are owned by the petitioner or held in an easement, or similar recorded instrument.

131.0.F.2.f – Establishes written authorization for a Conditional Use Petition as a recorded easement or similar recorded instrument. Also, a recorded easement or similar easement that is provided would be presumed valid and legal by the County.

131.0.N.48 – Adds a provision to permit an eligible child day care center and nursery school to be approved as an accessory use under “Schools, Colleges, Universities – Private (Academic)” rather than through their own Conditional Use application.

Other Comments:

Per DPZ, the following proposed changes in this bill are already practiced under the current regulations:

- The portion of the text of Section 131.0.D.6 that exempts Conditional Uses from setback requirements where adjacent lots are *owned by the petitioner*.
- The portion of the text of Section 131.0.F.2.f that addresses *the presumed validity of an easement*.

Based on our inquiries to DPZ, they have indicated that:

- There has been one conditional use denial (Glenelg County School) in the past 24 months that resulted from the petitioner having inadequate property ownership rights due to being an easement holder.
- There have been zero Conditional Use denials in the past 24 months due to property setback restrictions.
- Anne Arundel, Baltimore, and Carroll Counties each require a property owner's signature for a petitioner/easement holder to have a property interest sufficient to process a Conditional Use application.
- Montgomery County does not require a property owner's signature for a petitioner/easement holder to have a property interest sufficient to process a Conditional Use application

Other reviews of this bill, which is also known as ZRA-188, include a:

Technical Staff Report (TSR) from DPZ.

The Department of Planning and Zoning released a TSR (whose language mirrors this proposed legislation) recommending approval with certain modifications of ZRA-188. See the TSR for DPZ's consideration of each change and *refer to Exhibit B within the TSR for DPZ's own proposed text for ZRA-188.*

Please note that DPZ's TSR states that *it will be up to the County Council to determine if an easement constitutes a sufficient property interest* to process a Conditional Use submission.

Planning Board Recommendation (PBR).

The Planning Board recommended, with a 5-0 vote, that these proposed Zoning Regulation changes be *denied*. Please see the PBR to review their full consideration.

Planning Board members expressed concerns that the proposed amendments address issues with one property, however, they would apply countywide and may result in unintended consequences. The Board also stated a *preference for continuing to require property owner signatures* on Conditional Use petitions (including those in which a petitioner was granted an easement.)