



December 18, 2014

Mr. Kent Sheubrooks, Chief
Division of Land Development
Howard County Department of Planning and Zoning
3430 Court House Drive
Ellicott City, MD 21043

**RE: Pine Grove Addition, Lots 1 through 6
F-15-036
Waiver Petition Application**

Dear Mr. Sheubrooks:

In accordance with Section 16.104 of Howard County's Subdivision and Land Development Regulations, we are requesting a waiver to the requirements stipulated within the following section:

- 1) Section 16.1205(a)(7), which requires that trees 30" or larger be retained.

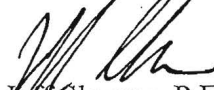
We are requesting a waiver to allow us to remove two (2) trees located on the property.

We are enclosing the following package for your review and approval:

1. Fifteen (15) copies of the completed Waiver Petition Application (with justification attached).
2. Two (2) copies of Waiver Exhibit.
3. One (1) Check made payable to the Director of Finance for the applicable fee
4. Fifteen (15) Owner Authorization letters (within the Agreement of Sale-Attached to the Waiver Petition Application)

Thank you for your time and effort. Should you have any questions or comments concerning this matter, please do not hesitate to contact this office.

Very truly yours,
MILDENBERG, BOENDER & ASSOCIATES, INC.


Jeff Sloman, P.E.
Project Manager

Cc: Client
File 14-015

Howard County Department of Planning and Zoning
 Division of Land Development
WAIVER PETITION APPLICATION
[Waiver from Subdivision and Land Development Regulations]

Date Submitted/Accepted _____ DPZ File Number SP-15-006

I. Site Description

Subdivision Name/Property Identification: St. Charles Woods, Lots 1 - 22 and Open Space Lot 23
 Location of property: 8690 Pine Road, Jessup, Maryland 20794
 (Street Address and/or Road Name)

Vacant	Single-Family Residential
(Existing Use)	(Proposed Use)
47	50
(Tax Map No.)	(Parcel No.)
R-12	1.83
(Zoning District)	(Total Site Area)

Provide a brief site history including reference to all previously submitted or currently active plans on file with the County (subdivision plans, Board of Appeals petitions, waiver petitions, etc.)
 ECP-14-092, SP-15-010

II. Waiver Request

In accordance with Section 16.104 of the Howard County Subdivision and Land Development Regulations, the Department of Planning and Zoning, in conjunction with the Subdivision Review Committee **may grant waivers or modifications to the minimum requirements stipulated within the Regulations if it is determined that extraordinary hardships or practical difficulties may result from strict compliance with the regulations, or if it is determined that the regulations may be served to a greater extent by an alternative proposal.**

In the area below, the petitioner shall enumerate the specific numerical section(s) from the Subdivision and Land Development Regulations for which a waiver is being requested and provide a brief summary of the regulation. Attach a separate sheet if additional information is appropriate.

<u>Section Reference No.</u>	<u>Summary of Regulation</u>
1. <u>16.1205(a)(7)</u>	<u>requires that trees 30" or larger be retained</u>
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

III. *Justification*

All waiver requests must be fully justified by the petitioner. Incomplete or inadequate justification may result in rejection of the application at the time of submission. Justification must be specific to the subject property. The justification provided by the petitioner should include all factors which rationalize or substantiate the request in accordance with the following criteria:

- a. Summarize any extraordinary hardships or practical difficulties which may result from strict compliance with the Regulations.
- b. Verify that the intent of the Regulations will be served to a greater extent through the implementation of the alternative proposal.
- c. Substantiate that approval of the waiver will not be detrimental to the public interests.
- d. Confirm that approval of the waiver will not nullify the intent of the Regulations.

PLEASE ATTACH A SEPARATE LETTER OF JUSTIFICATION TO SUPPORT THE WAIVER REQUESTS.

IV. *Pre-Submission Meeting Requirements*

- a. **Community Meeting Requirement** - If no previous subdivision plans and/or zoning or conditional use petitions were processed, a pre-submission community meeting is required for the initial plan submittal of all new residential development and for new non-residential development located within 200 feet of a residential zoning district or an existing non-residential development which is located within 200 feet of a residential zoning district and proposed for a floor area expansion of more than 25% in accordance with Sections 16.156(a) and 16.128 of the Subdivision and Land Development Regulations for waivers of the site development plan requirement. [See DPZ policy memo dated 3/22/04 for existing lots/parcels]. The property owner/developer must provide 3 weeks advance notice regarding the community meeting's date, time and location to all adjoining property owners identified in the records of the State Department of Assessments and Taxation and any community association that represents the geographic area of the subject property by first class mail; and sent electronically to any community association registered with the County for projects in a certain geographic area; the Howard County Council; and DPZ, which will place the meeting notice on the DPZ's website. The developer shall send a copy of the minutes and written responses to the meeting attendees and DPZ, either electronically or by first class mail. **A certification that meeting notices were mailed, contact information for the attendees and a copy of the minutes and a written response with a dated return mail receipt or dated email attached to all of the major comments recorded at the meeting must be submitted to DPZ along with the initial plan application. The meeting minutes, including a written response to all questions, shall be sent to all meeting attendees within 60 days of the meeting either electronically or by first class mail [Council Bill 6-2011].**
- b. **HDC Meeting Requirement** - A pre-submission advisory meeting with the Historic District Commission is required for new development located within a Historic District or if the site contains a historic structure (50 years or older) in accordance with Section 16.603A of the Howard County Code. Verify this requirement by checking the Historic Sites Inventory list and maps available at the DPZ public service desk or checking with the Resource Conservation Division. The property owner/developer must contact the DPZ, Resource Conservation Division for the HDC scheduling process and procedures. **The property owner/developer must submit a copy of the minutes from the HDC Advisory Meeting to DPZ along with the initial subdivision or site development plan application.**
- c. **MAA Meeting Requirement** - For all proposed subdivisions or developments located within the BWI Airport Noise Zone or the Airport Zoning District (4 mile radius from the center of the airport), the review and approval by the Maryland Aviation Administration is required prior to signature approval of final plan road and SWM construction drawings, and/or site development plans, or waiver approval of SDP. Please contact the MAA at P.O. Box 8766, BWI Airport, Maryland, 21240-0766, or (410) 859-7100. A copy of the MAA approval letter must accompany the submission of the final road/SWM construction plan original drawings, and/or site development plan original, or waiver petition application.

- d. **Design Advisory Panel (DAP)** – A pre-submission advisory meeting with the Design Advisory Panel is required for sketch and preliminary equivalent sketch plans that are submitted on or after November 3, 2008 for new development or redevelopment projects on parcels located in the U.S. Route 1 corridor that are zoned 'CE', 'CAC' or 'TOD' or that adjoin the Route 1 right-of-way and that are subject to the Route 1 Design Manual; on parcels located within the U.S. Route 40 corridor that are zoned 'TNC' or that are subject to the Route 40 Design Manual; on parcels which age-restricted adult housing is to be constructed pursuant to a conditional use; on redevelopment parcels located in the New Town Village Centers with boundaries proposed by a property owner or established by the Zoning Board or County Council; and for revitalization and redevelopment of Downtown Columbia in accordance with Sections 16.1501 and 16.1504 of the Howard County Code. The property owner/developer must contact the DPZ, Division of Comprehensive and Community Planning to verify this requirement and for information concerning the DAP meeting scheduling process and procedures. **The property owner/developer must submit a copy of the DAP project design recommendations to DPZ along with the initial subdivision plan application.**

V. **Plan Exhibit**

A. Number of Copies Required

The waiver petition application must be accompanied by copies of a detailed plot plan, subdivision plat or site development plan (**15 sets of the completed waiver application and plan exhibit if the subject property adjoins a County road; 19 sets for properties adjoining a State road**). In instances where the waiver request concerns an approval extension or if an associated plan is in active processing, only 2 sets of plans are required along with 15 or 19 copies of the application form. **Plans must be folded to a size no larger than 7-1/2" x 12". The pre-packaging of plans and supplemental reports by SRC agency will be permitted by DPZ provided that each package contains a cover letter which itemizes all plans, reports and documents included in the package.**

Please be advised that all plan application submissions are ACCEPTED BY APPOINTMENT ONLY. All plan submission appointments must be scheduled with the Division of Land Development at (410) 313-2350.

Plan applications are available on the DPZ website at <http://www.co.ho.md.us/DPZ/formsfeesapplications.htm>.

B. Plan Requirement Checklist

The detailed waiver petition exhibit, plot plan, subdivision plan or site development plan must indicate the following required information relevant to the waiver request to ensure acceptance of the waiver petition application for processing.

Legend:	<input checked="" type="checkbox"/> Information Provided	<input checked="" type="checkbox"/> Information Not Provided, Justification Attached
	<input type="checkbox"/> Not Applicable	
	<input type="checkbox"/> NA	

- ✓ — 1. Vicinity map scale 1" = 2,000' indicating and identifying the total boundary of the property, exact site location, vicinity roads and north arrow.
- ✓ 2. Bearings and distances of property boundary lines for the entire tract and size of tract area.
- ✓ 3. North arrow and scale of plan.
- ✓ 4. Location, extent, boundary lines and area of any proposed lots.
- ✓ 5. Any existing or proposed building(s), structures, points of access, driveways, topography, natural features and other objects and/or uses on the subject and adjacent properties which may be relevant to the petition; i.e. historic structures, cemeteries or environmentally sensitive areas.
- ✓ 6. Delineation of building setback lines.
- ✓ 7. Delineation of all existing public road and/or proposed street systems.
- ✓ 8. Identification and location of all easements.

X - Items submitted with F-15-036

- N/A 9. Approximate delineation of floodplain, streams, wetland and forested areas, if applicable, and/or provide a professional certification that environmental features do not exist on the property.
- X 10. Road profile to evaluate sight distance, if the application includes a request for direct access to a major collector or more restrictive roadway classification.
- ✓ 11. Any additional information to allow proper evaluation (e.g. for waivers to wetland buffers an alternative analysis and mitigation proposal are needed; for waivers to SDP requirements where there is no subdivision of land, an APFO Roads Test evaluation may be needed, for waivers of final plat or SDP, a copy of property deeds to confirm legal creation or status of property is needed).
- X 12. Photographs, perspective sketches or cross-sections as necessary to adequately portray the waiver request.
- ✓ 13. The exhibit plans should be highlighted to accurately illustrate the requested waiver(s) to allow proper evaluation (i.e. proposed grading, tree clearing or other disturbances within environmentally sensitive areas or buffers).
- X 14. Submit 2 sets of photographs for all existing on-site structures.
- N/A 15. Identify the location of any existing wells and/or private septic systems.

N/A 16. **Route 1 Manual**
 Compliance with the Route 1 Manual is required for new development and some alterations or enlargements located in the CE, TOD and CAC zoning districts and for other zoning districts located within the Route 1 corridor. All plan submissions, beginning with the initial subdivision or site development plan, shall show all applicable streetscape, site and building designs responding to the Route 1 Manual's requirements and recommendations. All plan submissions shall provide a written summary of how the proposed design achieves the objectives of the Route 1 Manual. Also, building design and schematic architectural elevation details must be included with the initial subdivision or site development plan submission.

N/A 17. **Route 40 Design Manual**
 Compliance with the Route 40 Design Manual is required for new development and redevelopment projects located in the Traditional Neighborhood Center (TNC) zoning districts and on parcels located within the Route 40 Corridor as defined in the Route 40 Design Manual. All plan submissions within the Route 40 corridor, beginning with the initial subdivision or site development plan, shall show all applicable streetscape, site and building designs responding to the Route 40 Design Manual's requirements and recommendations. All plan submissions within the Route 40 corridor shall provide a written summary of how the proposed design achieves the objectives of the Route 40 Design Manual. Also, building design and schematic architectural elevation details must be included with the initial subdivision or site development plan submission.

X 18. **Property Deeds** – Information to confirm the legal creation or status of the property to be improved. (Copy of deeds from Howard County Land Records Office or record plat name and recording reference number). **A complete chronological deed history is required for all deeded residential properties. Provide 2 copies of the recorded deeds for the subject property tracing its history back to 1960.**

19. Please complete the following:
 A pre-submission meeting was held with DPZ on _____ with _____ [date] _____, if applicable.
 _____ [DPZ, Director, DLD Division Chief or other SRC representatives]

VI. **Fees**

The Waiver Petition application fee shall be in accordance with the adopted fee schedule. All checks shall be made payable to the *Director of Finance*. **The petition will not be accepted for processing until the fee has been paid. Incomplete, incorrect or missing information may result in the rejection of the application and could cause additional time to be required to revise the petition for resubmittal and re-review.** For more information or questions, contact DPZ at (410) 313-2350.

VII. **Owner's/Petitioner's Certification**

I/WE the undersigned fee simple owner(s) hereby make application to the Howard County Department of Planning and Zoning to relax the minimum requirements of the Howard County Subdivision and Land Development Regulations. The undersigned hereby certifies the information supplied herewith is correct and complete, confirms that the regulations and policies as referred to in the attached are understood, and authorizes periodic on-site inspections by the Howard County Subdivision Review Committee agencies. ***If the applicant is the owner's agent, written documentation from owner granting that authority is required at the time of the submission.**

Owner's authorization attached *

Frank A. Manago 12/15/14
(Signature of Property Owner) (Date)
(Fee Simple Owner Only) **Authorized Agent**

Frank A. Manago

(Name of Property Owner)

4109 Walrad Street

(Address)

Baltimore, Maryland 21229

(City, State, Zip Code)

E-Mail Burkard Homes, LLC

410-375-1052 (c/o Burkard Homes, LLC)

(Telephone)

(Fax)

Contact Person: Tim Burkard

Jeff Sloman 12/15/14
(Signature of Petitioner Preparer) * (Date)

Jeff Sloman, P.E., Mildenberg, Boender and Associates

(Name of Petitioner Preparer, Surveyor/Engineering/Architect or Agent/Developer)

7350-B Grace Drive

(Address)

Columbia, Maryland 21044

(City, State, Zip Code)

E-Mail jsloman@mba-eng.com

410-997-0296

(Telephone)

410-997-0298

(Fax)

Contact Person: Jeff Sloman, P.E.

warranty; (ii) title to the Property shall be marketable and Insurable; (iii) a final plan of the Property shall have been approved, at Buyer's expense, by Howard County, and a subdivision plat of the Property shall have been recorded, at Buyer's expense, in the Howard County land records subdividing the Property into six (6) single-family lots upon terms and conditions acceptable to Buyer, in Buyer's sole discretion; (iv) the applicable governmental authorities shall have issued all permits necessary for Buyer to begin house building activities on the Property; (v) public water and sewer shall be immediately adjacent to the Property or available via adequately sized easements to service Buyer's intended development of the Property; (vi) there shall be no moratorium or phasing plan, or other governmental/utility company action that shall interfere with or delay the processing, approval or issuance of Buyer's engineering plans, building permits, certificates of occupancy or which otherwise prevents full development of the Property (any of the foregoing being herein referred to as a "Moratorium"); and (vii) the Property (including the Land, surface and subsurface soil, surface water, ground water and improvements, if any) shall be free of "Hazardous Materials" (hereinafter defined).

4.2 Cooperation by Seller. Seller agrees to cooperate with Buyer, at no liability, loss or expense to Seller, in all submissions or applications to the appropriate government authorities, to obtain permits, engineering approvals, licenses, zoning variances or authorizations necessary to develop the Property in accordance with Buyer's intended use; as well as any effort by Buyer to reduce the recording costs of Closing. Promptly after request from Buyer, Seller will execute such filings, applications, agreements, plats, instruments, documents or similar items so as to enable the accomplishment of all of the foregoing. To the extent reasonably possible, Buyer will execute and/or perform all filings, applications, agreements, plats, documents and similar items in Buyer's name.

4.3 Remedies. In the event any condition precedent to Buyer's obligation to close hereunder shall not have been satisfied; or if Buyer determines in its sole discretion, at any time, that any condition precedent is unlikely to be satisfied, Buyer may (i) waive such condition and proceed to such Closing under this Agreement, (ii) terminate this Agreement by giving written notice to Seller, whereupon the Deposit shall be immediately returned to Buyer and all parties shall thereupon be relieved of any further liability or obligation hereunder accruing, or (iii) delay a Closing hereunder until such condition has been satisfied, but in no event for more than ninety (90) days after the date such Closing would have occurred absent such failed condition, during which time Buyer shall attempt, and Seller shall cooperate with Buyer's attempt, to cure such failed condition. In the event Buyer shall elect to delay a Closing pursuant to clause (ii) above, and such failed condition is still in effect ninety (90) days after the date Closing would have occurred absent such failed condition, then Buyer shall be required to exercise either of the remedies set forth in clauses (i) and (ii) above.

5. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as follows: (i) Seller is the owner of the Property, and as of the date of this Agreement and the Closing, Seller's title to the Property will be marketable and Insurable; (ii) to the best of Seller's knowledge, there is no pending or threatened litigation, unrecorded agreement, or governmental action which would adversely affect the value of the Property or the right of the Buyer to develop the Property, and Seller has delivered to Buyer all prior engineering, survey, title, environmental and similar data or reports within Seller's possession or control which might adversely affect the value of the Property or the right of the Buyer to develop the Property; (iii) no party has been granted any license, lease or other right relating to the use or possession of the Property or any part thereof and Seller will not during the term of this Agreement take any action which would create a lien, encumbrance or easement upon, or otherwise adversely affect Seller's title to the Property; (iv) to the best of Seller's knowledge, the Property is free of hazardous waste, contaminants, oil, radioactive or other materials, the removal of which is required or the maintenance of which is prohibited or penalized by any local, state or federal agency, authority or governmental unit ("Hazardous Materials"); (v) Seller has no knowledge of any graveyards lying within the Property; and (vi) Seller is not a "foreign person" under Section 1445 of the Internal Revenue Code of 1954, as amended, and at Closing Seller shall provide an affidavit satisfactory to Closing Agent confirming such fact.

6. CLOSING AND POSSESSION.

6.1 Closing and Location. Seller and Buyer are required and agree to fully consummate Closing in accordance with the terms hereof at the offices of Closing Agent within thirty (30) days following satisfaction of all conditions precedent to Closing contained herein; provided, that subject to any extension of the outside date for Closing provided elsewhere in this Agreement, in no event shall Closing hereunder be extended beyond the thirtieth (30th) day of the _____ month following the expiration of the Feasibility Period.

6.2 Payment of Purchase Price and Delivery of Documents. At Closing, Buyer shall pay Seller the Purchase Price. Upon payment of the Purchase Price by Buyer, Seller shall execute, acknowledge and deliver to Closing Agent a deed containing covenants of special warranty and further assurances in proper form for recording, conveying good and marketable title to the Lot to Buyer, in fee simple, free and clear of all leases, liens, encumbrances, covenants, conditions and other matters affecting title. Funds arising out of this transaction shall be used at Closing to pay off and discharge any existing title defects, objections, encumbrances, or liens so that the state of title to the Lot shall be as required hereunder. The parties shall also execute and deliver any other documents reasonably requested by the other party and customary for a transaction of this nature.

6.3 Prorations, Recording Costs, Possession, Risk of Loss. Real estate taxes due or paid shall be apportioned between Buyer and Seller as of Closing. Any delinquent taxes, penalties, interest and assessments then a lien against the Property shall be paid by Seller at Closing. All other transfer and deed recordation taxes and fees imposed at Closing shall be shared equally between Buyer and Seller. Possession of the Property will be given to Buyer at Closing. Buyer shall pay the cost of insuring marketable title to the Property. Each party shall pay its own legal fees. Until Closing, Seller shall bear the risk of loss for the Lots.

7. **BUYER'S DEFAULT.** In the event Buyer defaults in any material obligation under this Agreement, and such default continues for thirty (30) days after the giving of written notice thereof to Buyer by Seller, then the Deposit shall be forfeited by Buyer, paid over to Seller by Closing Agent, and retained by Seller as fixed, agreed and liquidated damages and Buyer shall thereby be released and discharged from all liability and obligation accruing hereunder.

8. **SELLER'S DEFAULT.** In the event that Seller defaults in the performance of its obligations hereunder and fails to cure such default within thirty (30) days following written notice to Seller from Buyer, Buyer may avail itself of any or all rights (including, without limitation, the right of specific performance) that it may have at law or in equity under or by reason of this Agreement.

9. **MISCELLANEOUS.** Seller and Buyer each warrant and represent to the other that it has not used the services of any broker, agent or finder who would be entitled to a commission on account of the proposed transaction contemplated by this Agreement. Seller covenants to Buyer that it will protect the confidentiality of this Agreement and furthermore will not disclose the terms and conditions of this Agreement to any neighboring property owner. This Agreement represents the complete understanding between the parties hereto and supersedes all prior written or oral negotiations. This Agreement may only be amended by a written instrument signed by both Seller and Buyer. This Agreement is subject to Maryland law. This Agreement is binding upon and inures to the benefit of the personal representatives, heirs, legal guardians, successors and assigns of the parties hereto. In any litigation to enforce any provision of this Agreement, the unsuccessful party covenants and agrees to pay to the successful party all costs and expenses incurred by the successful party in connection with the litigation including, but not limited to, reasonable attorneys' fees. Any notice to be given hereunder shall be deemed given when delivered (either personally or by a national overnight delivery service), mailed by certified U.S. mail, return receipt requested, first class, postage prepaid, to the addresses set forth at the beginning of this Agreement, or transmitted via facsimile using the fax numbers provided at the end of this Agreement, in which case the delivery shall be deemed to have occurred on the day of transmission. All of the provisions hereof shall survive the execution, delivery, and recordation of the deed of conveyance and shall not be merged therein. THIS AGREEMENT SHALL, AT BUYER'S OPTION, BE NULL AND VOID AND OF NO FORCE AND EFFECT UNLESS EXECUTED AND DELIVERED BY SELLER TO BUYER ON OR BEFORE 5:00 P.M., APRIL 15, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, as of the day and year first above written.

SELLER:
Frank A. Manago, III
(Fax: 410-_____)

BUYER:
Patapsco Builders, LLC
(Fax: 443-367-0420)

By: Frank Manago 4-5-14

By: [Signature]
Member 04/05/14

**Pine Grove Addition
Waiver Justification**

A. The proposed development will require the removal of two (2) specimen trees on the property. While it is understood that retention of specimen trees is a goal of the Forest Conservation Act, a practical difficulty exists which precludes the reasonable retention of these resources. The difficulty arises due to the location of the trees and the lack of flexibility available in site layout due to other constraining regulations and overall project size. These constraints are such that avoidance is not possible while maintaining the development potential of the property.

Specimen Tree #1 is located right inside the proposed building envelope for Lot #6. There is no place on the lot to move the proposed house where this tree could be saved. Due to the small size of the project, it will require the development of six lots in order to be economically viable. Specimen Tree #2 is located close to the edge of the proposed use-in-common driveway. In order to maintain six developable lots, the use-in-common driveway must be placed in the center of the site.

B. The intent of the Forest Conservation Act is to direct development to protect priority forest while allowing reasonable development of a property. The project meets this intent by proposing development on a non-forested area of the site so that, as much as possible, no forest resources will be impacted. The payment of the fee-in-lieu will ensure that additional forest is created in the County, thus increasing the forest cover in the County without impacting any existing forest.

C. The approval of the waiver will not have any detrimental impact to the public interest. The removal of the trees will not impact water quality or habitat value or function. These trees are isolated and are not part of a larger forest stand.

D. The approval of the waiver will not nullify the intent of the Regulations because they allow for the removal of specimen trees with County approval. The intent of the Regulations, as it relates to retaining specimen trees, is that these trees should be retained unless their retention is not practical within the context of the site development. Given the limitations of the site and the locations of the trees it is clear that the removal of the trees would not be practical. Therefore, approval of the waiver meets the intent of the waiver process component of the Regulations.



Interactive Map

Map Layers Map Legend Search

All Layers

Base Maps & Aerial Photos

- Howard County Base Map
- Aerial Photo 2014
- Aerial Photo 2013
- Aerial Photo 2011
- Aerial Photo 2007
- Aerial Photo 2006
- Aerial Photo 2004
- Aerial Photo 2002
- Aerial Photo 1998
- Aerial Photo 1993
- Aerial Photo 1988
- Aerial Photo 1985
- Aerial Photo 1984
- Aerial Photo 1982
- Aerial Photo 1980
- Aerial Photo 1977
- Aerial Photo 1971
- Aerial Photo 1970
- Aerial Photo 1963
- Aerial Photo 1952
- Aerial Photo 1943
- Google Satellite
- OpenStreetMap
- Blank

