

## Williams, Jeffrey

---

**From:** Williams, Jeffrey  
**Sent:** Thursday, October 10, 2019 11:28 AM  
**To:** 'Winston Law'  
**Cc:** Oswald, Hank  
**Subject:** RE: 16177 Frederick Rd

I think this information is sufficient to accept the septic as sufficient. Regarding the well, we will follow through with what I emailed you the other day. If the owners of both properties record an easement and use agreement and submit a site plan showing all of the components to us, we will agree that the current building permit proposal does not rise to a level that would require drilling a new well for the property.

We will say that we do not condone the existing condition and strongly recommend drilling a separate well for each property and we may require it before approving any future building permits for either property. Thanks  
Jeff

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**From:** Winston Law <wjw@winstonlaw.net>  
**Sent:** Tuesday, October 08, 2019 10:51 AM  
**To:** Williams, Jeffrey <jewilliams@howardcountymd.gov>  
**Subject:** 16177 Frederick Rd

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

Dear Mr. Williams:

Thank you for getting back to me. FYI Mr. Myers had a certified septic professional – Jeff Allen – inspect the septic. His conclusion was that the tank was in good condition and it had been pumped recently. Mr. Allen located the distribution box and the two drain fields both, of which are shown on the plot drawing you have. A letter from Mr. Allen and a receipt from Fogel are being sent to you under separate cover.

Please, advise what your decision is. If you have any further questions feel free to contact me.

Regards,  
wjw

Wynde Juliet Winston, Esquire  
*Winston Law & Mediation*  
179 East Main Street, Westminster, MD 21157  
Westminster: 410.871.2121  
Frederick: 301.668.5757  
Facsimile: 410.751.9214  
wjw@winstonlaw.net

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**Cc:** Oswald, Hank <hoswald@howardcountymd.gov>  
**Subject:** RE: 16177 Frederick Rd

Hello Ms. Winston. I did talk to Hank and look at our file containing the building permit proposal. We're going to conduct a site visit and we did instruct the contractor that we needed a septic system evaluation as part of our review process here. Some of that information might influence our decisions on what may need to be done to approve a building permit. However, we may allow the well condition to remain for the purpose of approving this particular permit. They should be advised that if we do approve this permit, a more substantial future permit for either lot may trigger the requirement for each lot to have their own well. That said, we would look for an easement and an agreement between the two properties to be recorded in Land Records for both properties, but it has to be a private agreement between the property owners without our signature. We do not officially condone or approve the situation, we just may not require it to be changed for the scope of work in this particular permit.

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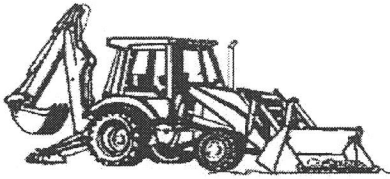
Hello Ms. Winston. I haven't had any luck finding a file for the project we discussed today. Hank will be back in the office on Monday and I will be able to discuss the conversation history with him and I can get back to you on what we may need to do. Thanks

Jeff Williams  
Program Supervisor, Well & Septic Program  
Bureau of Environmental Health  
Howard County Health Dept.  
410-313-4261  
[jewilliams@howardcountymd.gov](mailto:jewilliams@howardcountymd.gov)

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Jeff Allens Backhoe Service  
15100 Frederick Road  
Woodbine, MD 21797  
(410) 707-9028  
jeffallensbackhoeservice@yahoo.com



September 30, 2019

To Whom It May Concern,

On September 5, 2019, I located and inspected the septic system at 16181 Frederick Rd. Woodbine MD 21797. During my Inspection, I located and visually inspected the Existing Septic tank and found it to be sound and working properly. The septic tank had been pumped within the 2019 calendar year.

I completed an exploratory dig to locate the drain fields or cesspool and found the distribution box approximately 12' west of septic tank. I located Two (2)- fifty (50') foot drain fields running parallel with the privacy fence approximately ten feet (10') apart. All locations have been recognized and recorded on the owners plot plan.

Thank You,

A handwritten signature in black ink, appearing to read "Jeff Allen". The signature is written in a cursive, flowing style with a long horizontal line extending to the right.

Jeff Allen

**Fogle's Septic Clean, Inc.**  
**580 Obrecht Road**  
**Sykesville, MD 21784**

Invoice Date  
1/17/2019

Invoice #  
299893

**INVOICE**

**PAID**  
**01/17/2019**

PLEASE PAY THIS AMOUNT \$0.00

Bill To:  
 ROGER SIRK  
 16181 FREDERICK RD  
 WOODBINE, MD 21797

Service Address  
 ROGER SIRK  
 16181 FREDERICK RD  
 WOODBINE, MD 21797

Phone # 410-795-5670

Fogle's Septic Clean, Inc.  
 580 Obrecht Road  
 Sykesville, MD 21784

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

P.O. No.	Due Date	Rep	Ship Date
	1/17/2019	RCH	1/16/2019

Description	Qty	Rate	Amount
PUMP SEPTIC		215.00	215.00

	<b>Total</b>	\$215.00
1.5% interest will be charged monthly on all unpaid balances after 30 days. \$30 CHARGE FOR RETURNED CHECK. RECEIPT DATE STAMPS ARE STRICTLY ENFORCED for ALL DISCOUNTS.  Billing Questions - call 410-795-5670	<b>Payments/Credits</b>	-\$215.00
	<b>Customer Total Balance</b>	\$0.00

Clerk of the Circuit Court for  
Howard County  
Land Records/Licensing

6095 Marshalee Drive  
Suite 120  
Elkridge, MD 21075  
410-313-5850

=====  
LR - Agreement Recording Fee

20.00

55.00

75.00

Name: Sirk

Ref: 28

1x 75.00 75.00

LR - Agreement Surcharge

1x 40.00 40.00

SubTotal: 115.00

115.00

115.00

=====  
CRD-Credit

115.00

Credit Card Confirmation : 076168

11/12/2019 13:10

#12981557/396/109

CC17-DH

Thank you for visiting us today~

**EASEMENT AGREEMENT AND DECLARATION OF COVENANTS  
FOR COMMON WELL MAINTENANCE AND REPAIR**

**THIS EASEMENT AGREEMENT AND DECLARATION OF COVENANTS FOR COMMON WELL MAINTENANCE AND REPAIR** ("Declaration") is made this 12 day of November 2019, by Charlotte L. Sirk, Roger D. Sirk, and Barbara E. Sirk (the "Declarants").

**WHEREAS**, Declarants are the owners of certain properties in the **FOURTH ELECTION DISTRICT** of Howard County, Maryland, which are designated as Lots 33-36 and 82-85 as shown on the plat entitled, "Subdivision of Jamison Farm", which plat is recorded among the Plat Records of Howard County, Maryland, at Liber HBN 120, folio 366 (the "Plat"); and

**WHEREAS**, the Declarants wish to impose certain restrictions, covenants and conditions on the Lots (as defined herein) in order to provide for maintenance of a common well from Lots 33-36 to Lots 82-85 via the Well Easement (attached hereto), to be used by the Owners of Lots 33-36 and 82-85 as set forth above; and

**WHEREAS**, the Well is necessary to serve Lots 33-36; and

**WHEREAS**, the Well is located on Lots 82-85; and

**WHEREAS**, the Declarants desire this Declaration to be recorded and to be hereafter binding upon the Lots.

**NOW, THEREFORE**, Declarants hereby declare that the hereinafter described Lots shown on the aforesaid Plats shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions relating to the common driveway in order to provide access to Lots 82-85 via the Well Easement from Lots 33-36, which are for the purpose of protecting the value and desirability of and which shall be binding upon the Lots and all purchasers or owners hereafter having any right, title or interest in the described Lots or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**  
**DEFINITIONS**

Section 1. "Well" shall mean and refer to the improved surface of the Easement Area, which has been or will be constructed within the boundary of the Easement Area for the purpose of providing water to Lots 33-36 and Lots 82-85.

Section 2. "Well Easement" shall mean and refer to the hatched area of the exhibit attached hereto delineating the easement area for both the well and the waterline running from Lots 33-36 to the well.

Section 3. "Lot" or "Lots" shall mean and refer to Lots 33-36 and 82-85 as shown on the Plat entitled, "Subdivision of Jamison Farm", which plat is recorded among the Plat Records of Howard County, Maryland, at Liber HBN 120, folio 366.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.

Section 4. "Easement Area" shall mean and refer to the hatched area designated on the attached exhibit A.

**ARTICLE II**  
**EASEMENT**

Section 1. Reservation of Easement. The Declarants, intending to provide for the use of the Well for water for the Lots and the Well Easement Area for Well and/or Water Line maintenance to Lots 82-85 to Lots 33-36 via the Well Easement, hereby reserve and create an easement and right-of-way for the purpose of ingress and egress, and for installing and maintaining of the well and water line, and other reasonable well purposes in, over, under, on and through the Easement Area from the Lots 82-85 to Lots 33-36 via the Well Easement.

Section 2. Benefit of Easement. The easement reserved herein is for the benefit of the Owner of each of the Lots, each of their heirs, personal representatives, successors and assigns, and shall be appurtenant to the Lots. The said easement is reserved for use in common by the Owners of each of the Lots, members of their household, their invitees, lessees, agents or contractors, but not for use by the public in general.

**ARTICLE III**  
**COVENANT FOR MAINTENANCE**

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarants hereby covenant that any Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the following:

(a) Any charges made in accordance with the procedure set forth below for maintenance and repair of the Well.

(b) Any approved annual assessments in accordance with Section 9 of this Article and any amounts due for damages to the Well in accordance with Section 10 of this Article. The approved charges, annual assessment and Section 10 charges, together with interest, charges, costs and reasonable attorneys' fees, shall be a charge on the Lot to which the same relates and shall be a continuing lien upon the Lot against which such charge or annual assessment is made. Each such charge or assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the charge or annual assessment becomes due.

Section 2. Purpose of Charges and Assessments. The purpose of any charge or assessment paid under Section 1(a) or (b) shall be to maintain the Well in good repair and in a condition suitable and safe for drinking. Charges or assessments may be used for the cost of any maintenance, repair or improvement of the Well.

Section 3. Meetings. The Lot Owners shall meet once a year on the fourth Saturday in April to determine the need for any maintenance, repair or improvements to the Well. A special meeting may be called by any Lot Owner and such meeting shall be held within thirty (30) days of the date notice of the meeting is given in writing to the other Lot Owners and such date shall be on a date and time convenient to the other Lot Owners.

Section 4. Quorum. The presence of two (2) of the Lot Owners entitled to vote shall constitute a quorum at any meeting. A written record shall be made which shall list the place, time, date and attendees at every meeting, the subject matter discussed and the names of those voting for and against any proposal.

Section 5. Voting Rights. Each Lot Owner shall be entitled to one vote on any proposal brought before the meeting.

Section 6. Approval of Proposals. Any Lot Owner may present at a meeting proposals regarding action taken to maintain or repair the Well. Any proposal for specific work must be approved by a majority of the Lot Owners entitled to vote and in attendance at the meeting. If the Lot Owners in attendance are not able to reach agreement, a registered professional engineer or licensed well driller shall be hired by the Lot Owners to determine what work is required and the engineer's/well driller's determination shall be final and binding on all Lot Owners. If the Lot Owners cannot agree as to what engineer/well driller to hire, the designated engineer/well driller shall be Fogle's Well Drilling and Septic Service, or its successor company, or if Fogle's Well Drilling and Septic Service no longer does business, the last engineer/well driller employed by the Lot Owners. The cost of the engineer/well driller is to be divided equally among the Lot Owners. Once the nature and scope of the required work is determined, the Lot Owner making the proposal will obtain at least two (2) estimates for the required work. When the estimates are received, the Lot Owner making the proposal shall submit copies to the other Lot Owners along with his written recommendation on the estimate he feels is most appropriate. If any one of the other Lot Owners objects to that recommendation, such objecting Lot Owner shall send to the other Lot Owners written notice of his objection within fourteen (14) days from receipt of the proposal. If such objection is made, another meeting shall be scheduled for the purpose of determining which estimate is to be accepted. If no agreement can be reached at the subsequent meeting, the lowest estimate shall be accepted. If no notification of objection is mailed, the Lot Owner acquiring the estimates may direct that the work be completed in accordance with the approved proposal and recommended estimate and such action shall be binding on the other Lot Owners.

Section 7. Payment for Authorized Work. When the authorized work has been completed and an invoice submitted to the Lot Owner making the original proposal, that Owner shall then send copies of the invoice to the other Lot Owners. Each Lot Owner shall pay the following pro rata share for the total cost of the work performed:

Lots 33-36:	50%
Lots 82-85:	50%

Payment shall be made to the Lot Owner making the original proposal within thirty (30) days of the receipt of a copy of the invoice. If an annual assessment has been established, the Lot Owner responsible for the assessment account shall make payment from that account. The Lot Owner making payment shall receive a receipted invoice marked "paid" or other evidence of payment and mail copies to the other Lot Owners.

Any repair or maintenance work that needs to be completed on a water line shall be the sole responsibility of the owner of the water line that needs to be repaired or maintained.

Section 8. Owner's Services. If a Lot Owner is willing and capable of performing any maintenance or repair work on the Well, he may obtain approval of the other Lot Owners at a meeting. Upon submittal of receipts or other documentation, he shall be reimbursed by the other non-participating Lot Owners for the cost of materials so used based on the same percentages set forth in Section 7 of this Article, for cost sharing of authorized work.

Section 9. Annual Assessments. The Lot Owners may establish pro rata annual assessments on each Lot to provide for the purposes outlined in Section 1 of this Article. Any amount so collected shall be kept in a bank account specifically for this purpose. One Lot Owner (the "Responsible Owner") shall be designated to maintain this account. When the assessments are approved, the Lot Owners shall establish a date at which the assessments shall become due each year thereafter. Annual assessments shall be paid within thirty (30) days of the annual due date so established. The Responsible Owner shall make a yearly accounting of all income and expenses and other transactions of the account and all payments made therefrom. The Responsible Owner shall thereafter send a copy of the yearly accounting to the other Lot Owners.

Section 10. Damage by Lot Owner. If any damage to the Well is caused by the acts of any Lot Owner, his family, invitees, lessees, agents or contractors, the cost of repair of the damage shall be the exclusive and sole personal liability of that Lot Owner. Such liability includes, but is not limited to, any damage caused by trucks and equipment using the Well during construction of a dwelling on any Lot. If the Lot Owner liable for the damage ("Offending Owner") refuses to pay the damage, the other Lot Owners may notify him that they will have the repair work done and shall supply the Lot Owners, including the Offending Owner, with two estimates of the cost of the repairs. The Offending Owner shall, within fifteen (15) days of receipt of the estimates, respond to the other Lot Owners by selecting one estimate and notifying the other Lot Owners of his selection. If the Offending Owner fails to respond thereto, the other Lot Owners may have the work done and the Offending Owner shall be liable for the entire amount of the cost of the repair.

Section 11. Effect of Nonpayment; Remedies of Any Lot Owner. Any charge for repair or maintenance or any annual assessment not paid within thirty (30) days after the due date or any amounts unpaid shall bear interest from the due date at a rate of twelve percent (12%) per annum. Any Lot Owner may bring an action at

law against the Owner personally obligated to pay the same, or foreclose and/or enforce the lien against the Lot pursuant to the Maryland Contract Lien Act (Ann. Code of Md. Real Property §14-201, et seq.), as amended from time to time. No Lot Owner may waive or otherwise escape liability for the charges or assessments provided herein by non-use of the Well or abandonment of its, his or her Lot.

#### **ARTICLE IV** **GENERAL PROVISIONS**

Section 1. Subordination of Lien to Mortgage. The lien of any charge or assessment provided herein shall be subordinate to the lien of any mortgage on the individual Lots. The sale or transfer of any Lot shall not affect the charge or any assessment lien. However, sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of (but not the personal obligation of any Lot Owner for) such charges or assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessment or charges thereafter becoming due or from the lien thereof.

Section 2. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The Court shall award court costs and actual attorney's fees to the prevailing Owners. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these restrictions, conditions, covenants, reservations, liens and charges by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 4. Duration of Easement, Covenants and Restrictions. The easements, covenants and restrictions of this Declaration shall run with and bind the land for a term for twenty (20) years and shall be automatically renewed for successive periods of ten (10) years. The Owners, by unanimous consent, may agree to terminate this Declaration or amend any or all of the above provisions. Any amendment or termination must be recorded among the Land Records of Howard County, Maryland in order to be effective.

WITNESS the hands and seal of the Declarants:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

DECLARANTS:

Charlotte L. Sirk (SEAL)  
Charlotte L. Sirk

STATE OF MARYLAND, COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that on this 12 day of November 2019, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Charlotte L. Sirk, and acknowledged the foregoing to be her free act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: July 17, 2021 Emily Mann  
Notary Public


**EMILY A. MANN**  
Notary Public  
Carroll County  
Maryland  
My Commission Expires July 17, 2021

WITNESS the hands and seal of the Declarants:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_


DECLARANTS:

  
\_\_\_\_\_  
Barbara Sirk (SEAL)

STATE OF MARYLAND, COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that on this 12 day of November 2019, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Barbara Sirk, and acknowledged the foregoing to be her free act and deed.

AS WITNESS my hand and Notarial Seal.

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\_\_\_\_\_  
Notary Public

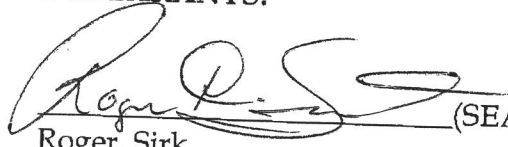
**EMILY A. MANN**  
Notary Public  
Carroll County  
Maryland  
My Commission Expires July 17, 2021

WITNESS the hands and seal of the Declarants:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

DECLARANTS:

 (SEAL)  
Roger. Sirk

STATE OF MARYLAND, COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that on this 12 day of November 2019, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Roger Sirk, and acknowledged the foregoing to be his free act and deed.

AS WITNESS my hand and Notarial Seal.

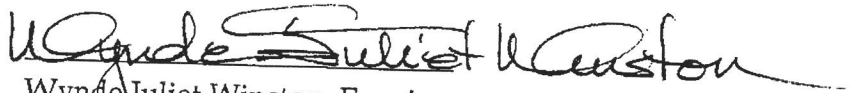
My Commission Expires: July 17, 2021 Emily Mann  
Notary Public

EMILY A. MANN  
Notary Public  
Carroll County  
Maryland  
My Commission Expires July 17, 2021

ATTORNEY CERTIFICATE

EMILY A. MANN  
Notary Public  
Carroll County  
Maryland  
My Commission Expires July 17, 2021

I HEREBY CERTIFY that the foregoing instrument was prepared by me or under my supervision, and that I am an attorney admitted to the practice before the Maryland Court of Appeals.

  
Wynde Juliet Winston, Esquire

AFTER RECORDING, PLEASE RETURN TO:

*Winston Law & Mediation*  
179 East Main Street  
Westminster, MD 21157  
Telephone: 410.871.2121  
CPF Attorney No.: 9812170293  
[wjw@winstonlaw.net](mailto:wjw@winstonlaw.net)

## Oswald, Hank

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*Winston Law & Mediation*

179 East Main Street, Westminster, MD 21157

Westminster: 410.871.2121

Frederick: 301.668.5757

Facsimile: 410.751.9214

wjw@winstonlaw.net

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Jeff Williams

Program Supervisor, Well & Septic Program

Bureau of Environmental Health

Howard County Health Dept.

410-313-4261

[jewilliams@howardcountymd.gov](mailto:jewilliams@howardcountymd.gov)

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**Oswald, Hank**

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**From:** Williams, Jeffrey <jewilliams@howardcountymd.gov>  
**Sent:** Tuesday, October 8, 2019 10:02 AM  
**To:** 'wjw@winstonlaw.net' <wjw@winstonlaw.net>  
**Cc:** Oswald, Hank <hoswald@howardcountymd.gov>  
**Subject:** RE: 16177 Frederick Rd

Hello Ms. Winston. I did talk to Hank and look at our file containing the building permit proposal. We're going to conduct a site visit and we did instruct the contractor that we needed a septic system evaluation as part of our review process here. Some of that information might influence our decisions on what may need to be done to approve a building permit. However, we may allow the well condition to remain for the purpose of approving this particular permit. They should be advised that if we do approve this permit, a more substantial future permit for either lot may trigger the requirement for each lot to have their own well. That said, we would look for an easement and an agreement between the two properties to be recorded in Land Records for both properties, but it has to be a private agreement between the property owners without our signature. We do not officially condone or approve the situation, we just may not require it to be changed for the scope of work in this particular permit.

The agreement would be an easement and use agreement for both properties to have the right to utilize and maintain this well. Let me know if there are any questions. Thanks  
Jeff

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**From:** Williams, Jeffrey  
**Sent:** Friday, October 04, 2019 3:21 PM  
**To:** 'wjw@winstonlaw.net' <wjw@winstonlaw.net>  
**Subject:** 16177 Frederick Rd

Hello Ms. Winston. I haven't had any luck finding a file for the project we discussed today. Hank will be back in the office on Monday and I will be able to discuss the conversation history with him and I can get back to you on what we may need to do. Thanks

Jeff Williams  
Program Supervisor, Well & Septic Program  
Bureau of Environmental Health  
Howard County Health Dept.  
410-313-4261  
jewilliams@howardcountymd.gov

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## Oswald, Hank

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**Cc:** Oswald, Hank  
**Subject:** RE: 16177 Frederick Rd

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[jewilliams@howardcountymd.gov](mailto:jewilliams@howardcountymd.gov)

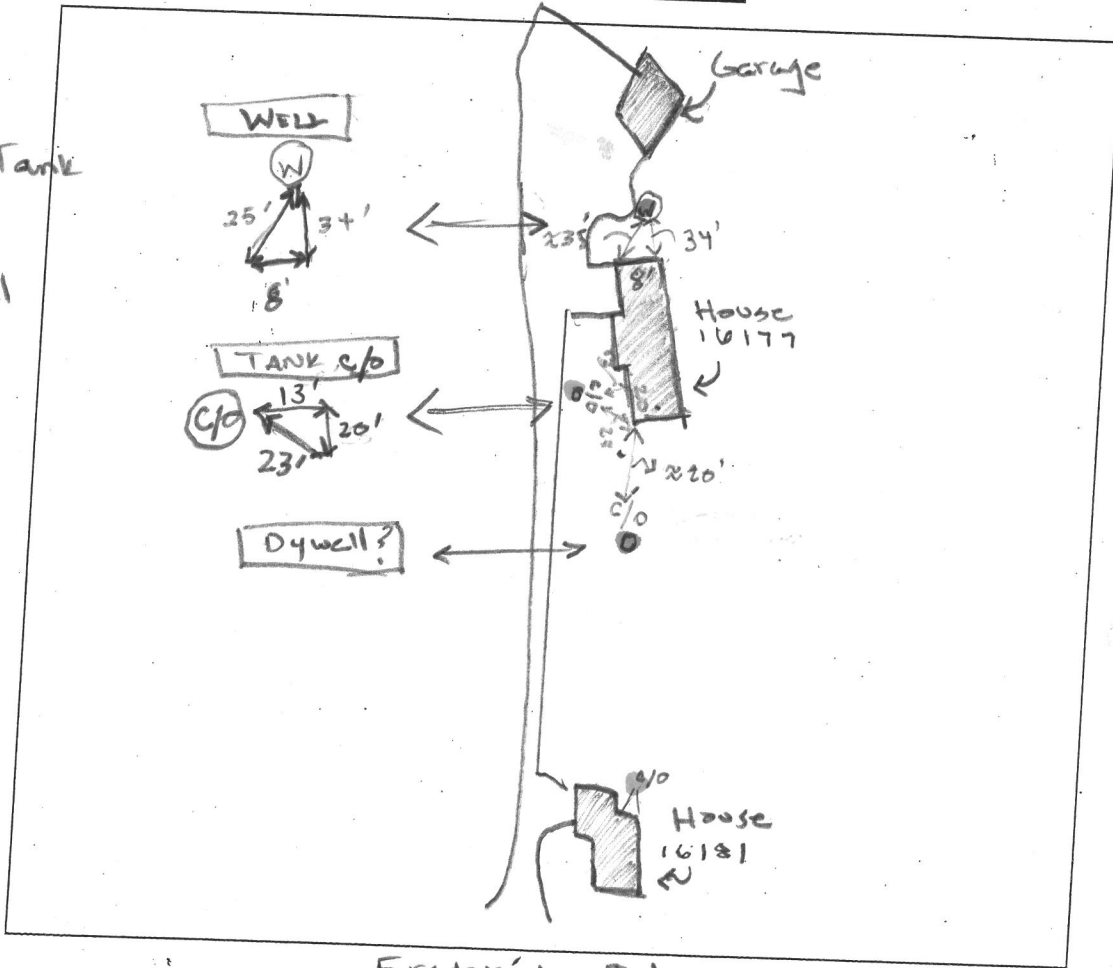
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SITE INSPECTION SHEET

OWNER: Sirk PHONE #: \_\_\_\_\_  
ADDRESS: 16181 Fred. Rd CONTRACTOR: Myers Remodeling  
Woodbine, MD WELL TAG #: Not present  
SUBDIVISION: \_\_\_\_\_ LOT: \_\_\_\_\_ COUNTY #: \_\_\_\_\_  
PROPOSAL: Laundry room & kitchen remodel,  
addition

LOCATION DIAGRAM



- WELL
- Septic Tank c/o
- Drywell c/o

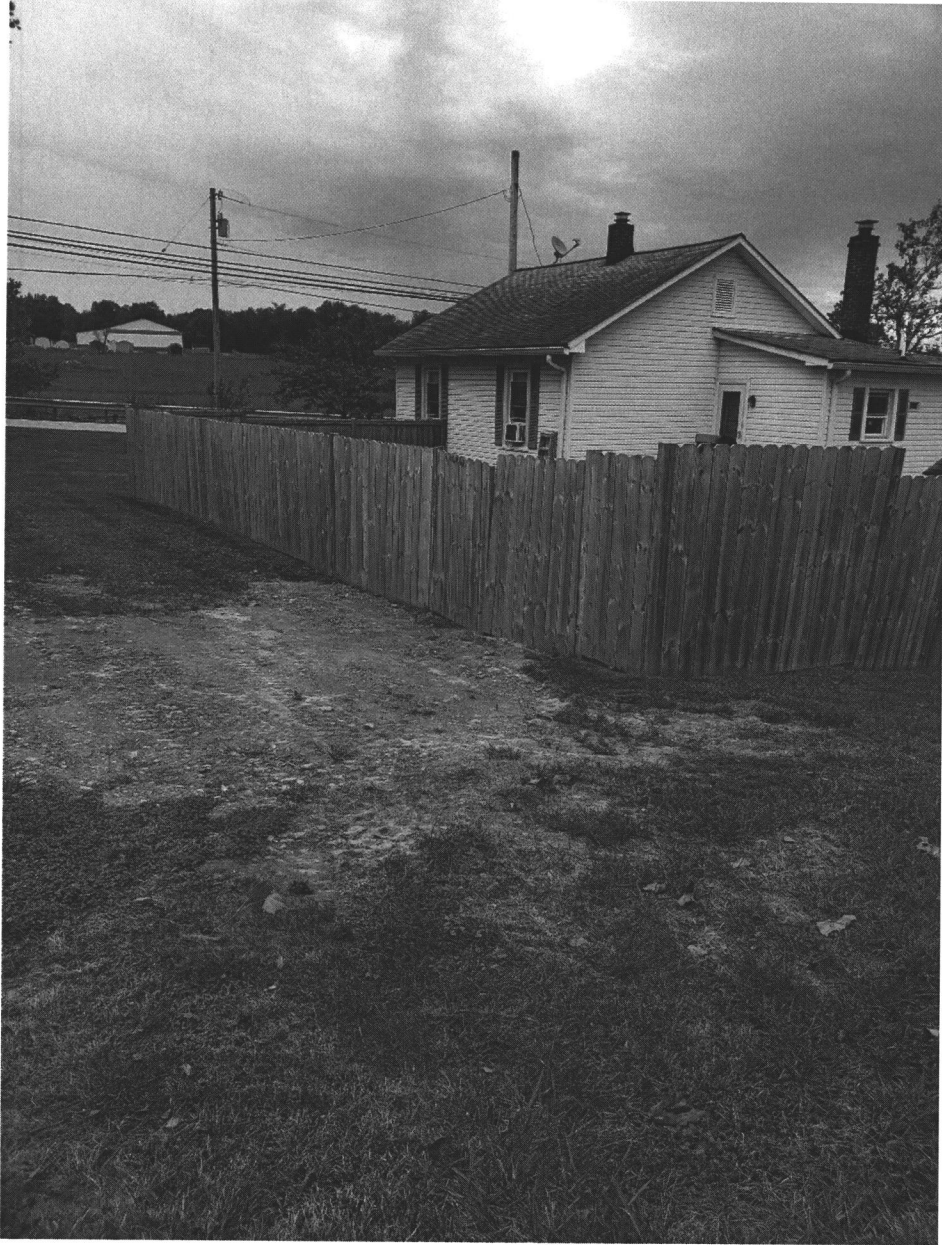
COMMENTS: Frederick Rd  
Drilled well with casing 1 ft secured cap.  
well caps'd. No issues observed w/ either septic  
System.

DATE: 10/8/19 INSPECTOR: Hank Oswald

Site Visit – 10/8/19  
16181 Frederick Road  
Woodbine, MD



Site Visit – 10/8/19  
16181 Frederick Road  
Woodbine, MD



Site Visit – 10/8/19  
16177 Frederick Road  
Woodbine, MD



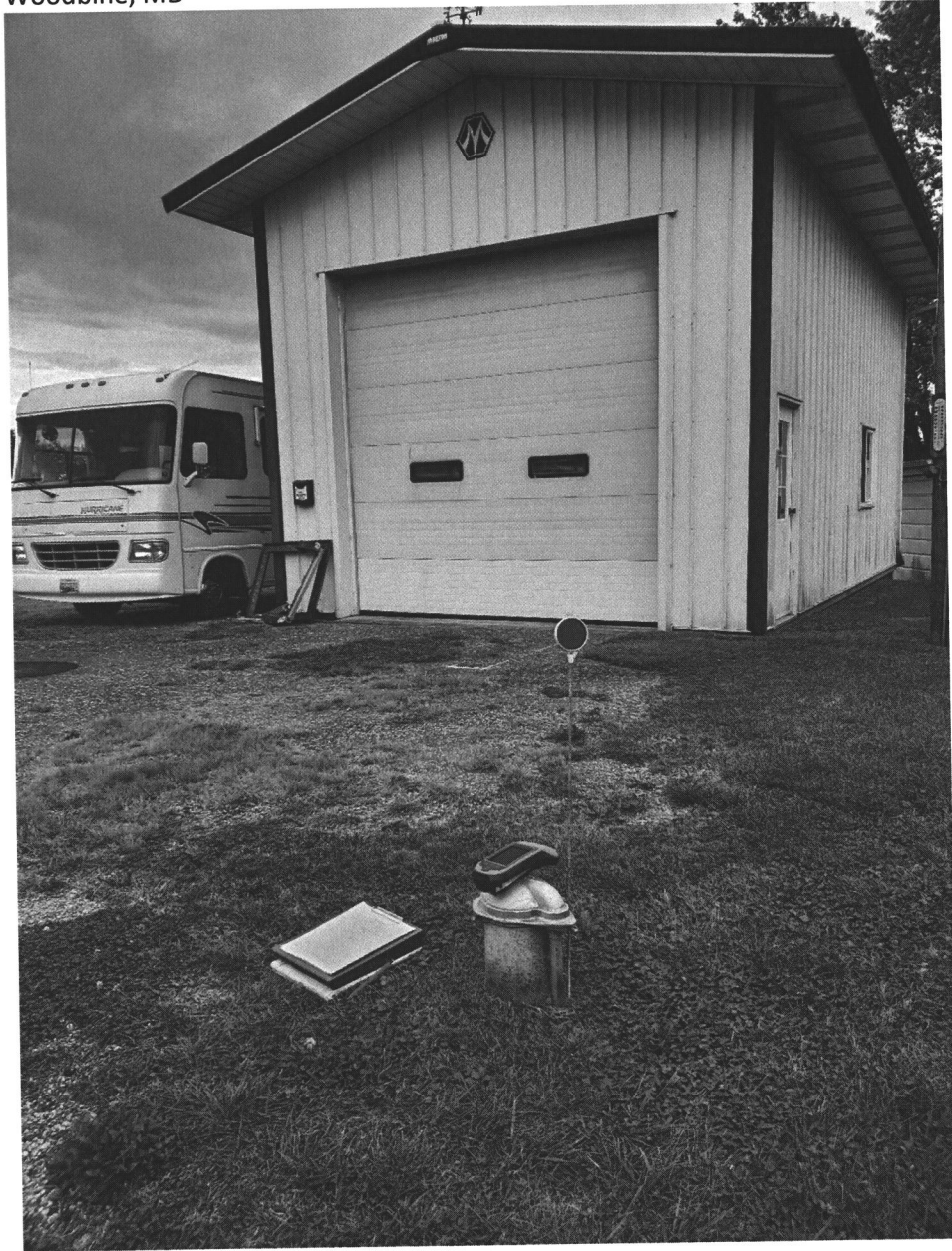
Septic Tank Cleanout

Site Visit – 10/8/19  
16177 Frederick Road  
Woodbine, MD



Drywell Cleanout?

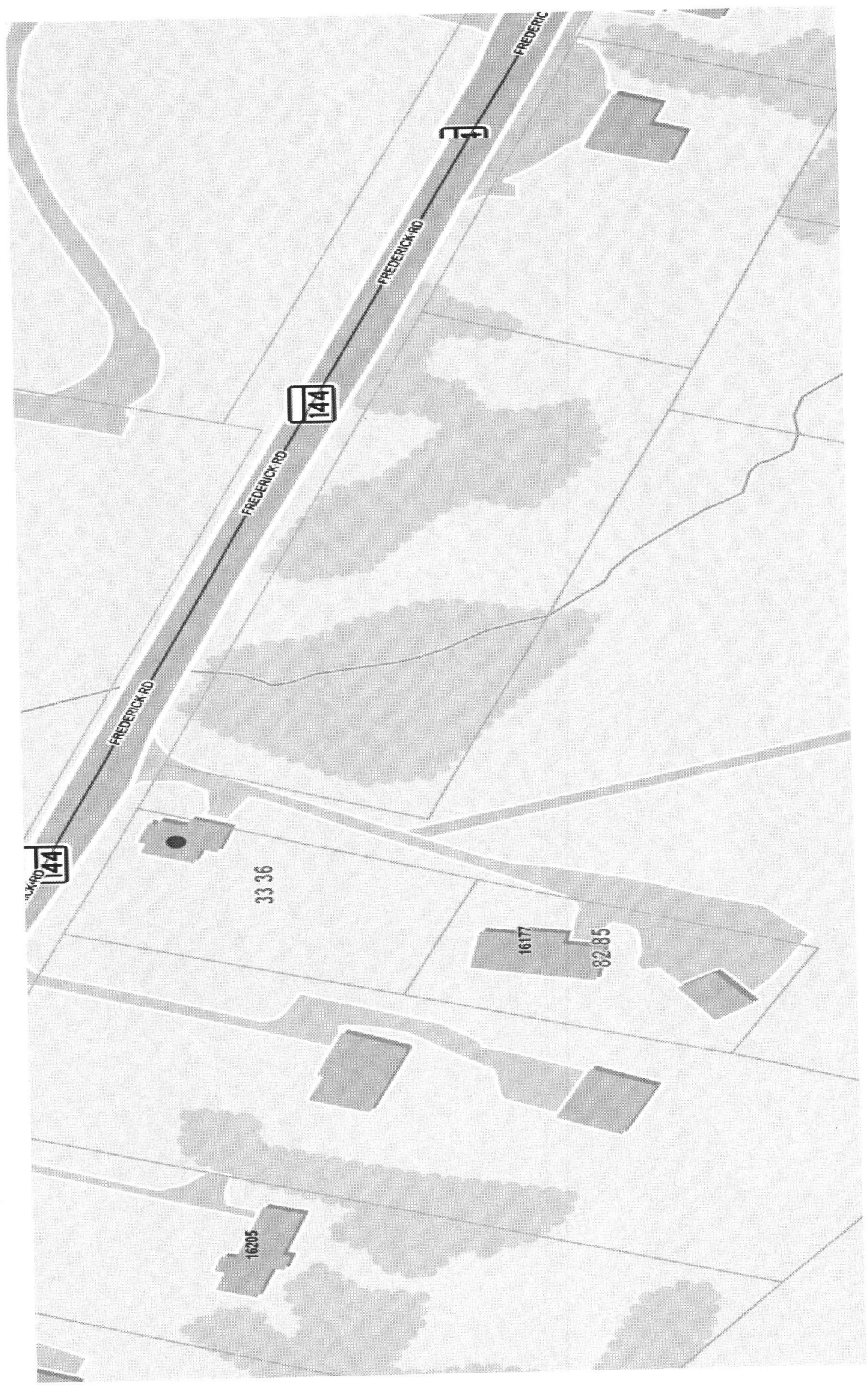
Site Visit – 10/8/19  
16177 Frederick Road  
Woodbine, MD



Site Visit – 10/8/19  
16177 Frederick Road  
Woodbine, MD



# Howard County, Maryland Interactive Map



16181 FREDERICK RD