BOARD OF APPEALS CASE NO. 95-58E

Application for Renewal Pursuant to
Section 131.0.H.2 of the Howard County Zoning Regulations

Condition No. 23 of the Decision and Order issued by the Howard County Board of Appeals for the above-referenced case provides that the approved quarry special exception (now known as a conditional use) "shall be subject to renewal five years from the date of approval of the final site development plan for the project, and every five years thereafter, in accordance with Section 131.H.2 of the Zoning Regulations . . . ."

Section 131.0.H.2 of the Zoning Regulations provides that for a renewal application, the Hearing Authority must determine "whether the applicant has complied with the conditions and safeguards required by the Hearing Authority during the prior term" and whether the applicant has been in "substantial violation thereof."

In considering renewal requests, Zoning Regulations Section 131.0.H.2 requires the Hearing Authority to "use the procedures given in [Zoning Regulations] Section 131.0.I.3.c.(1) through (3)", which provide:

(1) A request for an extension shall be submitted by the property owner prior to the expiration of the Conditional Use approval, explaining in detail the steps that have been taken to establish the use.

(2) The property owner shall certify that a copy of the request for an extension has been sent by certified mail to adjoining property owners and to the addresses given in the official record of the Conditional Use case for all persons who testified at the public hearing on the petition.

(3) The Hearing Authority shall provide opportunity for oral argument on the request at a work session if requested by any person receiving notice of the request. If no response is received within 15 days of the date of the written notification, a decision on the request may be made by the Hearing Authority without hearing oral argument.

This renewal request is being submitted prior to the expiration of the quarry's conditional use approval. The establishment of the quarry use has been well-documented, as evidenced by the Hearing Authority's prior renewals of this conditional use. In the interest of thoroughness, the steps that have been taken to establish the quarry use include, but are not limited to, obtaining wetlands designations, working on plans for development of the community center and meeting with neighborhood representatives with respect to location and design, meeting with the Department of Planning and Zoning to review site plan issues, preparing documentation necessary for site plan approval as required by the Decision and Order, preparing and filing the appropriate Site Development Plan, obtaining mining permits from the Maryland Department of the Environment, making multiple site plan related submissions to the Howard County Department of Planning and Zoning, and making substantial expenditures in connection with engineering, County fees, and other costs associated with this conditional use, as well as proceeding to prepare the other applications necessary under state and federal law and receiving all required permits. After receiving all necessary approvals, the site was prepared, the berms were constructed, the landscaping was established, all pre-operation requirements were met, the community center was constructed and conveyed to the community association, and the operation of the quarry began in 2006 by Savage Stone, LLC.

By its signature below, the property owner hereby certifies that a copy of the request for an extension has been sent by certified mail to adjoining property owners and to the addresses given in the official record of the conditional use case for all persons who testified at the public hearing on the petition.

Furthermore, as required by Section 131.0.H.2 of the Zoning Regulations, the applicant, Chase Land, LLC (f/k/a Chase Limited Partnership), has complied with all conditions and safeguards required in the Decision and Order, and has not been in substantial violation thereof, as follows:

Conditions of Approval

1) The special exception shall apply only to the proposed stone, sand, gravel, clay and fill-dirt quarry and accessory asphalt and concrete plant uses as described in the petition, and as depicted on the special exception plan for Chase Limited Partnership submitted on September 22, 1995, consisting of an Existing Zoning and Utilities Plan, Land Use Plan, Operations Plan, Reclamation Plan, and Reclamation Cross Sections ("Special Exception Plan") as amended by this Decision and Order, and not to any other activities, uses, or structures on the subject property.

a. This has been accomplished by SDP 99-134 and F-06-063, the Howard County Site Development Plan and Subdivision Plat numbers approved by the Department of Planning and Zoning for this conditional use.

2) Areas on the site which are regraded during the Reclamation Plan phase shall be covered with suitable soil to sustain growth, then vegetatively stabilized using a perennial cover species as recommended by the County Soil Conservation District.

a. This condition is to be, and will be, accomplished upon the completion of mining.

3) Upon the abandonment of excavation operations on the site or on any portion of the site, all access roads shall be suitably barricaded to prevent the passage of vehicles either into or out of the abandoned area, except such access as needed for vehicles engaged in rehabilitation work, until the plan for rehabilitation has been completed and other uses necessitating access have commenced on the property.

a. This condition is to be, and will be, accomplished upon the completion of mining.

4) The Petitioner shall submit detailed engineering studies setting forth the estimated cost of the accepted plan for rehabilitation for the approval of the Board of Appeals prior to the final approval of the site development plan for the use. These studies shall be subject to periodic review by the Board of Appeals every five years beginning with final approval of the site development plan. A bond shall be provided, or adequate collateral shall be kept in escrow, drawing interest to the benefit of the Petitioner, to cover the approved estimated cost of the accepted plan for rehabilitation. Said bond or escrow shall be established in a manner acceptable to the Board and the County prior to the approval of the site development plan for the use and reviewed every five years thereafter. Said bond or escrow shall not be released unless it is determined that the Petitioner has achieved successful completion of the rehabilitation program.

a. The reclamation bond of $700,000 has been agreed upon and approved by the Department of Planning and Zoning and the Board of Appeals. A copy of the Board of Appeals Order

dated January 11, 2000 is attached hereto and incorporated herein by reference as **Attachment 1**. The Site Development Plan was approved on March 15, 2004. The reclamation bond is posted in the form of a Letter of Credit with Howard County, Sun Trust #F852046. It was last renewed in April, 2023 and has been and will be renewed annually. The Reclamation Plan, a copy of which was attached to the 2009 Application for Renewal, remains unchanged.

5) Prior to the approval of the site development plan for the use, the Petitioner shall warrant and shall provide documentation that all persons having an interest of record in said land shall cause to be recorded among the land records of the County: (a) A description of the area included within the special exception area, (b) The application number (BOA Case No. 95-58E) and the date of this Decision and Order, (c) A statement indicating that use of the land will be in accordance with the site development plan submitted for approval and the Special Exception Plan, including the Reclamation Plan as approved herein, and (d) A declaration binding their heirs and assigns to utilize the land in accordance with said site development plan and the Special Exception Plan, including the Reclamation Plan until excavation processing or filling operations cease and rehabilitation of the land is completed.

a. The required document was recorded among the Land Records of Howard County in Liber 8036, folio 380 prior to commencing work on SDP 99-134, and a copy (excluding a copy of the Decision and Order which was attached to the recorded declaration) is attached hereto and incorporated herein by reference as **Attachment 2**.

6) Prior to the approval of the site development plan for the use, the Petitioner shall enter into an agreement with the County which provides that, if the quarry is cited as operating in violation of any of the provisions or conditions of the special exception including failure to comply with the approved Reclamation Plan, in such a way as to require corrective action, the Petitioner shall cause the corrective action to be taken. The agreement shall also stipulate that if the Petitioner fails to take the necessary corrective action within 30 days of written notice from the County to do so, the required bonds or collateral noted above will be forfeited and the County may cause corrective actions to be commenced. The agreement shall also provide that the Petitioner shall agree to pay any costs for corrective action which exceed the bond or collateral amount.

a. The required agreement was executed and is part of the SDP 99-134 approval.

7) Any exterior lighting shall be shielded and directed so that it does not illuminate residential properties, does not shine directly onto any adjacent properties, and does not produce glare which would cause a hazard for motor vehicle operators in the vicinity of the site.

a. This condition was satisfied as part of the SDP 99-134 approval. All site lighting is downcast and shielded.

8) Public water will be provided on site as required by the Department of Fire and Rescue Services.

a. Public water is provided on site under Water & Sewer Developer's Agreement Number 24-3778-D.

9) The Petitioner shall make a good faith effort working with the community and CSX Railroad to construct a security fence along the western boundary to prevent access to the stockpile area.

a. There has been, and there remains at present, a security fence around the quarry area, which includes the stockpile area.

10) Prior to the commencement of quarry operations, the Petitioner shall donate approximately 7 acres of land on Mission Road, as shown on the Land Use Plan, to the Ridgely's Run Community Association for use as a community center. The Petitioner will construct on the 7 acres, at its own expense, (i) a community center building of approximately 5,000 square feet with parking, (ii) an exterior all-purpose basketball court, (iii) two tennis courts with nets and fencing, and (iv) grading for a little league baseball diamond and provide a little league baseball backstop. Construction will begin prior to commencement of quarry operations, and the Petitioner will diligently pursue completion of construction.

a. The Ridgely's Run Community Center was constructed by the Petitioner on 10.77 acres of land donated by the Petitioner to the Ridgely's Run Community Association at 8400 Mission Road in Jessup, and the Community Center opened in 2007. A copy of the Deed, recorded among the Land Records of Howard County in Liber 9897, folio 145, is attached hereto and incorporated herein by reference as **Attachment 3**. The building size was actually 5,944 square feet. At the request of the community, two (2) basketball courts, a tennis court, and a multi-purpose playing field were constructed. The Community Center is in operation and is well utilized by the surrounding community. It was constructed under Howard County SDP 05-107.

11) During each year of quarry operation, the Petitioner shall donate to the Ridgely's Run Community Association five cents (5¢) per ton of marketable stone product shipped from the project operations, with a minimum donation of $50,000.00 per year to be used for the programs of the community center for the betterment and welfare of the community.

a. The donations to the Ridgely's Run Community Association began in the second quarter of 2006 when the quarry began operations. The first year was in the minimum amount of $12,500 per quarter for the $50,000 annual donation. The donations have grown over the years as the quarry was developed and production increased. The total donations for the last five years are $584,248. This is an average of more than $29,200 per quarter, or more than $116,800 per year. The total donations since the inception of the quarry are $1,938,000 or more than $110,000 per year. This has enabled the Association to provide a space for community groups to host events, organize fundraisers, and complete community service projects. These donations also provide a number of initiatives for the community, including funding educational scholarships as well as upgrading and maintaining the donated Community Center.

12) The Petitioner will warrant that existing wells will not be affected by quarry operations. Tests will be done prior to development and subsequent well monitoring will occur with a sampling program by an independent environmental consultant.

a. The well studies were completed by Geotechnology Associates (GTA) in accordance with this requirement. The wells have since been replaced by public water.

13) The Petitioner shall establish and implement procedures for the investigation and reporting of vibration and damages attributable to the quarry operations on all homes within 1,000 feet of the quarry excavation area and the 12 Heritage Woods homes identified in the Petitioner's testimony.

a. The subject owners were offered pre-blast surveys. The pre-blast surveys were conducted for those owners requesting the survey. In addition, several other homes outside the 1,000 feet were surveyed. If a neighbor contacts Savage Stone or the MDE Mining Program, a meeting is arranged with that neighbor and individuals experienced with blasting. If requested, the Petitioner installs a seismograph for the next several shots at the complainant's house.

14) The Petitioner will fill the existing quarry at the back of Pine Road using overburden from the new quarry and other material.

a. Overburden from the Savage Quarry has been used to fill the Laurel Lumber Pit under Surface Mine Permit #06-SP-1009, SCD #GP-06-86, Pond Permit 06-AB-0096, and Waiver Petition #WP 06-09. Additional overburden and topsoil have been stockpiled at the site in order to complete final reclamation at the Savage Quarry. The surface mining permit and associated bond remain active and will ensure that all reclamation work is complete prior to releasing the site.

15) Structures shall not exceed a height of 65 feet; stockpiles shall not exceed a height of 60 feet; and berms shall not exceed a height of 40 feet.

a. SDP 99-134, field conditions, and building permits show that this condition has been met.

16) Trees removed for construction of berms shall be replaced by adequate landscaping, reforestation, and seeding or sodding of the berms.

a. Landscaping has occurred on the berms and fulfills this requirement, and such landscaping has been replaced and supplemented as needed.

17) Dust emissions will be controlled and maintained within the confines of the site in accordance with applicable State regulations.

a. This has been accomplished under Air Quality Permit #027-6-0377 issued by the Maryland Department of the Environment.

18) Blasting will occur no more than 10 seconds per month. No blasting will occur between the hours of 6:00 p.m. and 7:30 a.m. on any day.

a. Dyno Nobel has written a letter dated November 15, 2023 which certifies that the blasting times per month have ranged between 1.508 to 6.203 seconds per month over the past five years. A copy of that letter is attached hereto and incorporated herein by reference as **Attachment 4**. Blasting does not take place between 6 p.m. and 7:30 a.m.

19) The Petitioner shall provide adequate security to control unauthorized entry to the site along the entire perimeter, including security personnel on duty on the site 24 hours each day. The quarry will be fenced with a durable galvanized fence 6' high, located not less than 20 feet from the edge of excavation. The County shall have the right to enter and repair or maintain such fence whenever the property owner shall fail to do so. The property owner shall be liable to the County for the cost of the repairs or maintenance.

a. The quarry is fenced and the fence is maintained by Savage Stone. A security firm is employed during those periods when quarry personnel are not on-site.

20) The Petitioner shall prohibit trucks from using Mission Road to enter or leave the quarry operation.

a. This has been accomplished.

21) The northern entrance to the site shall be restricted to right-turns only from southbound Route 1, and a deceleration lane shall be installed. An acceleration lane shall be installed for southbound traffic exiting the southern entrance at Patuxent Range Drive.

a. These required access features were constructed under SDP 99-134.

22) The posted speed limit on U.S. Route 1 between Route 175 and Route 32 shall be reduced to no more than 40 miles per hour.

a. The Department of Planning and Zoning advised that this will be determined by the State Highway Administration.

23) The special exception granted herein shall be subject to renewal five years from the date of approval of the final site development plan for the project, and every five years thereafter, in accordance with Section 131.H.2 of the Zoning Regulations; except that the special exception shall terminate without right of renewal 25 years from the date on which all necessary excavation permits for the project have been obtained.

a. This is the fourth five-year renewal. The SDP was approved on March 15, 2004. A copy of the prior renewal approval dated February 5, 2019 is attached hereto and incorporated herein by reference as **Attachment 5**.

24) The Petitioner shall comply with all applicable federal, State, and County laws and regulations.

a. The Petitioner has complied with all applicable federal, State, and County laws and regulations.

Conclusion

The Petitioner has complied with all conditions and safeguards required by the Hearing Authority and has not been in substantial violation of any such conditions. The Petitioner respectfully requests that its approved quarry conditional use be renewed until March 15, 2029 (the prior approval attached as **Attachment 5** incorrectly cut short the third renewal period, basing that five year renewal on the date of such approval instead of on the March 15, 2004 SDP approval date and the other renewal periods).

Respectfully submitted,

CHASE LAND, LLC
f/k/a CHASE LIMITED PARTNERSHIP

By: _____
Name: CALEB GOULD
Title: MEMBER / AUTHORIZED SIGNATORY

ATTACHMENT 1

BOARD OF APPEALS ORDER DATED JANUARY 11, 2000

See attached.

IN THE MATTER OF * BEFORE THE

CHASE LIMITED PARTNERSHIP * HOWARD COUNTY

Petitioner * BOARD OF APPEALS

CASE NO. BA 95-58E *

****

O R D E R

Pursuant to Condition Number 4 of the Decision and Order in BA 95-58E, dated April 24, 1997, requiring that the Petitioner submit a detailed engineering study, cost estimate, and bond for the Petitioner's rehabilitation plan for approval of the Board of Appeals prior to the final approval of the site development plan for the use, and as such documentation was submitted by the Petitioner on April 6, 1999, and the Board having reviewed and considered such documentation, it is this 11th day of January, 2000, by the Howard County Board of Appeals, ORDERED:

That the engineering study, cost estimates and bond for the rehabilitation plan submitted by the Petitioner, Chase Limited Partnership, in compliance with Condition Number 4 of the Decision and Order for BA 95-58E, are hereby APPROVED by the Board of Appeals.

ATTEST:

Nichole Baker
Nichole Baker
Secretary

APPROVED AS TO FORM:
HOWARD COUNTY OFFICE OF LAW
BARBARA M. COOK
COUNTY SOLICITOR

Barry Sanders
Barry Sanders, Esq.
Asst. County Solicitor

HOWARD COUNTY BOARD OF APPEALS

Robert C. Sharps, Chairperson

James Pfefferkorn
Vice Chairperson

Jacqueline Scott

Jerry L. Rushing

William Waff

ATTACHMENT 2

RECORDED DECLARATION

See attached.

HC 229

DECLARATION OF PROPERTY OWNER

The undersigned, Chase Limited Partnership, the Petitioner in Board of Appeals case number 95-58E before the Howard County Board of Appeals files this Declaration to warrant to Howard County that Chase Limited Partnership is the only person or entity having an interest of record in the property which is the subject of the Decision and Order in Board of Appeals case number 95-58E.

The Decision and Order in that Board of Appeals case requires this documentation to be filed among the Land Records to indicate the following:

(a) The description of the area included within the special exception area is attached hereto as Exhibit A.

(b) The application number in this case is Board of Appeals case number 95-58E and the Decision and Order, a copy of which is attached hereto, is dated April 24, 1997.

(c) The use of the land as a quarry under the aforesaid special exception permit in case number 95-58E will be in accordance with the Site Development Plan submitted for approval with the Department of Planning and Zoning of Howard County, and the Special Exception plan, including the reclamation plan, approved by the Board of Appeals in the aforesaid Decision and Order.

(d) The obligation to utilize the land with respect to the quarry operations under the aforesaid special exception, in accordance with said Site Development Plan and Special Exception plan, including the reclamation plan, shall be binding upon the heirs, successors and assigns of Chase Limited Partnership until excavation processing or filling operations cease and rehabilitation of the land is completed.

IN WITNESS WHEREOF, Chase Limited Partnership has executed this Declaration this 31st day of December, 2003.

WITNESS:

CHASE LIMITED PARTNERSHIP

By: _____ (SEAL)

S031599.11

STATE OF MARYLAND,
CITY/COUNTY OF Prince Georges, TO WIT:

I HEREBY CERTIFY, That on this 31st day of December, 2003, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Kingdon Gould Jr., who acknowledged [HIMSELF/HERSELF] to be a Partner of Chase Limited Partnership, a Maryland limited partnership, and that [HE/SHE] as such Partner being authorized so to do, executed the aforegoing instrument for the purposes therein contained, by signing, in my presence, the name of said partnership by [HIMSELF/HERSELF] as a Partner.

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

Jessica Lucas
Notary Public

Jessica Lucas
[Print Notary Name]

My Commission expires: 10/2007

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

Richard B. Talkin

AFTER RECORDING RETURN TO:
Richard B. Talkin, Esquire
5100 Dorsey Hall Drive
Ellicott City, MD 21042-7870

S031599.11

EXHIBIT A

DESCRIPTION OF SPECIAL EXCEPTION AREA

The special exception area consists of approximately 350 acres shown on the plat for conditional use plan filed with Howard County in this matter.

ATTACHMENT 3

COMMUNITY CENTER DEED

See attached.

...l Taxes on Assessments certified
...e the Collector of Taxes for
...oward County, Md. by 3/22/06 KB
...ave been paid. This statement is for
the purpose of permitting recordation
and is not assurance against further
taxation even for prior periods, nor
does it guarantee satisfaction of
outstanding tax sales. 1/4 06-396216

NO CONSIDERATION

000163

DEED

THIS DEED, made this 14 day of March, 2006, from CHASE LAND, LLC, a Maryland limited liability partnership company ("Grantor"), to RIDGELYS RUN COMMUNITY ASSOCIATION, INC., a Maryland nonstock corporation ("Grantee").

WHEREAS, Grantor has heretofore acquired the fee simple interest in certain lots of ground lying and being in Howard County, Maryland; and

WHEREAS, the Grantee has been established as a non-profit membership corporation to provide, inter alia, common areas and community facilities for the benefit of residential properties located within the Ridgelys Run Community, consisting of that portion of Howard County, Maryland located within the area bounded by U.S. Route 95, U.S. Route 1, State Route 175, and "old" State Route 32 (Guilford Road) (the "Community"); and

WHEREAS, the hereinafter described area of land (the "Community Facility Land") has been designated for the use and benefit in common of the persons who shall become owners of residential lots within the Community, but under the auspices of the Grantee;

NOW, THEREFORE, THIS DEED WITNESSETH that for and in consideration of the sum of ZERO DOLLARS ($0.00) and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant and convey unto Grantee, its successors and assigns, in fee simple, all that lot of ground situate, lying and being in the Sixth Election District of Howard County, Maryland, and described more particularly as follows, that is to say:

PARCEL A as shown on a subdivision plat entitled "Ridgelys Run Community Center, Parcel 'A' ", which plat is recorded among the Land Records of

Howard County, Maryland as Plat Numbers 17927 and 17928.

BEING part of the property which by a Deed dated January 3, 1996 and recorded among the Land Records of Howard County, Maryland in Liber 5876, folio 368, was conveyed by Kingdon Gould, Trustee to Chase Limited Partnership, which partnership was later converted to a limited liability company named Chase Land, LLC, the herein Grantor, by Articles of Organization filed with the Maryland State Department of Assessments and Taxation on December 23, 2004.

Reserving unto the Grantor herein, its successors and assigns, for the use and benefit of the Grantor, its successors and assigns, and for the use and benefit of the remaining property of the Grantor, and all other property of the Grantor and its affiliates in the area of the Community, the perpetual right to create, establish, lay out and construct easements for water, sewer, gas, electricity, telephone, television, cable television, electronic cable, drainage, storm water management, and other utilities, in, upon, over, across, under, through and above all or any part of the property hereby conveyed.

Reserving also unto the Grantor herein, its successors and assigns, for the use and benefit of the Grantor, its successors and assigns, and for the use and benefit of the remaining property of the Grantor, and all other property of the Grantor and its affiliates located in the area of the Community, the right of ingress and egress in, over, upon and on the property hereby conveyed.

Reserving also unto the Grantor herein, its successors and assigns, the right to require the Grantee to convey and dedicate to Howard County and the State of Maryland such easements and rights-of-way that may be shown on any recorded documents, or that the County or the State otherwise may request.

Further, without limiting the generality of the foregoing, the Grantor reserves the right to unilaterally execute and record such easements and agreements as may be necessary in order to give effect to the foregoing Reservations and other rights, which easements and other agreements need not be consented to or joined in by any party having an interest in the Property; provided, however, that if requested by the Grantor, any party having an interest in the Property shall

promptly join in and execute such confirmatory easements and other agreements.

Together with the buildings and improvements thereupon; and the rights, alleys, ways, water, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises unto and to the use of the said Grantee, its successors and assigns, forever in fee simple, SUBJECT, however, to the Reservations herein, to the Deed of Conservation Easement to the Howard County Conservancy, Inc., recorded or intended to be recorded among the Land Records of Howard County prior hereto, and to the matters contained in Article VIII of The Declaration of Covenants, Conditions and Easements, Ridgelys Run Community, by Chase Limited Partnership, et. al (see Exhibit "A" hereto) and subject to covenants, restrictions, easements, reservations, liens, charges and offers of dedication presently appearing in any recorded instrument or upon any recorded plat, and subject, without limitation, to all matters of record.

The Reservations and matters herein shall run with and bind the land.

IN TESTIMONY WHEREOF, this Deed has been executed on behalf of the said Grantor as of the day and year first above written.

WITNESS:

CHASE LAND, LLC

By: _____ (SEAL)
Caleb Gould, Managing Member

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of March, 2006, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Caleb Gould, who acknowledged himself to be the Managing Member of Chase Land, LLC, a Maryland limited liability company, and that he as such Managing Member being authorized so to do pursuant to the Articles of Organization and the Operating Agreement of said limited liability company, executed the aforegoing instrument for the purposes therein contained, by signing, in my presence, the name of said limited liability company by himself as Managing Member.

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

Hillary P Colt Cahan

Notary Public

HILLARY P. COLT CAHAN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 17, 2006

[Print Notary Name]

HILLARY P. COLT CAHAN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 17, 2006

My Commission expires:_____

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

Jonathan E. Greenstein, Esquire

AFTER RECORDING RETURN TO:
Jonathan E. Greenstein, Esquire
Richard B. Talkin, P.A.
5100 Dorsey Hall Drive
Ellicott City, MD 21042-7870

EXHIBIT A

Reversion of Community Facility Land or Community Facilities to Chase Land, LLC ("Chase")

In the event the Ridgelys Run Community Association, Inc. ("Association") terminates or dissolves, then the Community Facility Land and Community Facilities (which shall include the Community Center Building and all other improvements constructed by Chase on the Community Facility Land but not including any personal property of the Association), shall automatically revert to Chase, its successors and assigns, subject to any limitations established by law. In the event the Association decides to cease operating or maintaining any Community Facilities or the Community Facility Land, the Association shall convey the Community Facility Land and all improvements thereon to Chase, its successors or assigns, by a Deed, in the same title condition as when it was deeded by Chase to the Association. All such reversion or reconveyance shall be accomplished promptly at no charge to Chase, except for all costs of recordation and transfer, transfer taxes and documentary stamps, and all other customary grantee closing costs, all of which shall be paid by the Chase. Upon such reversion or reconveyance, all Community Facility Land and Community Facilities which revert or are conveyed to Chase shall cease to have such status as Community Facility Land or Community Facilities.

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate
Affidavit of Residence or Principal Residence

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information
Name of Transferor Chase Land, LLC

2. Reasons for Exemption	
Resident Status	☐ I, Transferor, am a resident of the State of Maryland. ☒ Transferor is a resident entity under § 10-912(A)(4) of the Tax-General Article of the Annotated Code of Maryland, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.
Principal Residence	☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC §121.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

INP FD SURE $ 20.00
RECORDING FEE 20.00
TOTAL 40.00
Rcpt # 47636
Blk # 2038
Mar 22, 2006 01:51 PM

3a. Individual Transferors

Witness

Name

Signature

3b. Entity Transferors

Witness/Attest

Chase Land, LLC
Name of Entity

By

Caleb Gould
Name

Managing Member
Title

LIBER 09897 FOLIO 151

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: HOWARD

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments (☐ Check Box if Addendum Intake Form is Attached.)

☒	Deed		Mortgage		Other		Other
	Deed of Trust		Lease				

2 Conveyance Type Check Box

☐	Improved Sale Arms-Length *[1]*	☐	Unimproved Sale Arms-Length *[2]*	☐	Multiple Accounts Arms-Length *[3]*	☒	Not an Arms-Length Sale *[9]*

3 Tax Exemptions (if Applicable) Cite or Explain Authority

Recordation	no consideration transfer of common area to
State Transfer	community association
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only	
Purchase Price/Consideration	$ 0	Transfer and Recordation Tax Consideration	
Any New Mortgage	$ 0	Transfer Tax Consideration	$
Balance of Existing Mortgage	$ 0	X ( ) % =	$
Other:	$	Less Exemption Amount –	$
		Total Transfer Tax =	$
Other:	$	Recordation Tax Consideration	$
		X ( ) per $500 =	$
Full Cash Value	$	TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$ 25.00	$
Surcharge	$ 20.00	$
State Recordation Tax	$ 0	$
State Transfer Tax	$ 0	$
County Transfer Tax	$ 0	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
06	581978	5867/368	43	735	☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage (4)
	Par A			17928	10.77 ac.

Location/Address of Property Being Conveyed (2): 8400 Mission Road, Jessup, MD 20794

Other Property Identifiers (if applicable) | Water Meter Account No.

Residential ☒ or Non-Residential ☐ | Fee Simple ☒ or Ground Rent ☐ | Amount:

Partial Conveyance? ☐ Yes ☒ No | Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Chase Land, LLC	
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 - Owner(s) of Record, if Different from Grantor(s)**
Chase Limited Partnership	

8 Transferred To

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
Ridgelys Run Community Association, Inc.	

New Owner's (Grantee) Mailing Address: 8282 Mission Road, Jessup, MD 20794

9 Other Names to Be Indexed

Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Jonathan E. Greenstein, Esquire

Firm: Richard B. Talkin, P.A.

Address: 5100 Dorsey Hall Drive, Ellicott City, MD 21042-7870

Phone: (410) 964-0300

☒ Return to Contact Person

☐ Hold for Pickup

☐ Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

☐ Yes ☒ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☒ No Does transfer include personal property? If yes, identify:

☐ Yes ☒ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

☐ Terminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Tran. Process Verification

Transfer Number: Date Received: Deed Reference: Assigned Property No.:

Year	19	19	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Space Reserved for County Validation

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer

ATTACHMENT 4

DYNO NOBEL LETTER

See attached.

Memo

DYNO
Dyno Nobel

To Collin Sumpter
Resource Manager
Savage Stone, LLC
PO Box 850
Laurel, MD 20725

DYNO NOBEL INC.
A business of Incitec Pivot Limited
2795 East Cottonwood Parkway
Suite 500
Salt Lake City, Utah
84121 USA
Telephone: 801-364-4800
Fax: 801-328-6452
www.dynonobel.com

cc

From Joe Nawrocki
Account Manager
Phone: +1 443-506-9480
e-mail: joe.nawrocki.iii@am.dynonobel.com

Date 15 November 2023

Re: Savage Stone Blasting Duration Report

This letter is to confirm that a review of our blasting reports indicates that we have not exceeded the limit of 10 seconds of blasting per month for the past 5 years. There is an attached spreadsheet listing the total duration by month but the 5 highest months / durations are:

Month/year	Blasts	Total Duration (seconds)
September 2022	6	6.203
April 2019	9	6.091
October 2023	7	6.017
June 2022	7	5.313
May 2019	7	5.192

Please let me know if you require any additional information.

DYNO
Dyno Nobel

Year/Month	Number of Blasts	Blast Duration (in seconds)
2023		
Dec.		
Nov.		
Oct.	7	6.017
Sept.	4	2.945
Aug.	6	4.980
July	5	3.384
June	4	3.362
May	6	4.325
Apr.	5	4.138
Mar.	4	3.338
Feb.	3	2.062
Jan.	6	4.702
2022		
Dec.	6	4.336
Nov.	5	3.994
Oct.	6	4.646
Sept.	6	6.203
Aug.	7	5.177
July	5	3.039
June	7	5.313
May	5	3.542
Apr.	7	4.699
Mar.	3	1.522
Feb.	5	3.513
Jan.	4	2.366

DYNO
Dyno Nobel

Year/Month	Number of Blasts	Blast Duration (in seconds)
2021		
Dec.	3	1.850
Nov.	4	2.235
Oct.	6	3.819
Sept.	5	3.516
Aug.	6	4.246
July	4	2.965
June	6	4.478
May	4	2.799
Apr.	5	3.379
Mar.	3	2.483
Feb.	3	2.628
Jan.	3	2.114
2020		
Dec.	3	2.636
Nov.	4	2.583
Oct.	3	2.122
Sept.	4	3.047
Aug.	3	2.193
July	4	3.297
June	3	2.177
May	5	3.811
Apr.	3	2.053
Mar.	3	2.206
Feb	4	2.584
Jan	3	2.352

DYNO
Dyno Nobel

Year/Month	Number of Blasts	Blast Duration (in seconds)
2019		
Dec.	4	2.778
Nov.	5	3.359
Oct.	4	3.105
Sept.	6	4.270
Aug.	5	2.828
July	6	4.668
June	7	4.083
May	7	5.192
Apr.	9	6.091
Mar.	5	3.990
Feb.	4	4.178
Jan.	2	1.508

ATTACHMENT 5

PREVIOUS RENEWAL APPROVAL

See attached.

IN THE MATTER OF	:	BEFORE THE
CHASE LAND, LLC (F/K/A CHASE LIMITED PARTNERSHIP)	:	HOWARD COUNTY BOARD OF APPEALS
Petitioner	:	HEARING EXAMINER
	:	Renewal Request BA Case No. 95-58E

::

ORDER

The Howard County Hearing Examiner considered a request on January 24, 2019 from Dylan Springmann, Esq., counsel for Chase Land, LLC (f/k/a Chase Limited Partnership) in re: Board of Appeals Case No. 95-58E, for a renewal of the special exception for a quarry, which special exception was granted by the Board of Appeals in a Decision and Order dated April 24, 1997 (8420 Washington Boulevard, Jessup MD 2079).

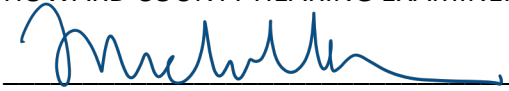
Pursuant to Condition No. 23 in the Decision and Order, "the special exception granted herein shall be subject to renewal five years from the date of the approval of the final site development plan for the project, and every five years thereafter, in accordance with Section 131.0.H.2 of the Zoning Regulations."

The final site development plan for this project was approved on March 15, 2004. The Howard County Hearing Examiner renewed the approved special exception on February 20, 2009 and February 10, 2014.

Having read and considered the Petitioner's fourth renewal request, it is this **5th day of February 2019** by the Howard County Hearing Examiner, **ORDERED**:

That the request for the five-year renewal of a quarry special exception (now a conditional use), as required under Section 131.0.H.2 of the Zoning Regulations be, and the same is hereby **RENEWED** until February 5, 2024.

HOWARD COUNTY HEARING EXAMINER



Michele L. LeFaivre