

# **CONCERNED CITIZENS FOR PROPER LAND USE**

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**DATE:** July 12, 2016  
**TO:** Pete Gutwald and Tom Smith  
**SUBJECT:** Why P & Z Should Stop Processing any Further Plans for the Development of Crystal Spring

Thank you for meeting with me today. I wanted to leave you with these reasons to suspend any further processing of any new Forest Conservation Plan (FCP) or other development plans of Crystal Spring. Any new FCP should be rejected until these issues are resolved. :

## **I. THE DEVELOPER'S PLAN TO DECREASE THE ACREAGE AT MAS QUE FARM PLEDGED TO BE PLACED UNDER A CONSERVATION EASEMENT AND TO DEVELOP THAT LAND AND ABROGATE THEIR PLEDGE TO MANAGE ALL STORMWATER ON THE CRYSTAL SPRING SITE.**

A conservation easement is required to be placed on the land known at Mas Que Farm once any development is approved for Crystal Spring. This is required under Annexation Condition 19 of the 2005 Annexation Resolution (Resolution No. R-12-05) annexing the Katherine Properties, known together as Mas Que Farm and Crystal Spring, into the City of Annapolis. The developer's web site states that Ms. Richardson-Pearson's ownership is 79.13 acres abutting Crystal Spring. The FSD that DNEP accepted as complete and correct on March 27, 2013 notes this acreage as 76.04 acres and the Annexation Agreement at Condition 19 notes the acreage to be placed in a conservation easement as "approximately 75 acres."

Annexation Condition 19 does not mention the common name for the 75 acres of land referred to by the owner but this land is called Mas Que Farm and it is so denoted on signs at the site as well as in the road running through it, Mas Que Farm Road. The land is also known in common parlance as Mas Que Farm. The developers refer to it as such in their recent FSD filings as they also have in the past including under their FCP's. Condition 19 refers to the 75 acres as being "in the general vicinity of the equestrian center" and "shall be in the area adjacent to Spa Road, identified as Preservation Land as delineated on applicant's exhibit 1..." The equestrian center is known as Mas Que Farm.

The developers filed the new expanded FSD on February 19, 2016 for an additional 76.10 acres to be included in this new FSD. This additional acreage, when added to the original FSD of 111.04 acres, came to 187.14 acres for the Katharine Properties. The developers have consistently noted that the total acreage of these properties is 190 acres in FCP filings and publicly, including before the Planning Commission and on their web site. This 190 acres has also been cited publicly on their web site, before the Planning Commission, and in FCP filings when touting how much land would be preserved of the 190 acres when combining Crystal Spring with Mas Que Farm

On April 5, 2016, the developers arbitrarily eliminated 11.58 acres from the Mas Que Farm site and also eliminated the ability to place 75 acres of the referenced site under a conservation easement as required. The developers stated they were in error in including these 11.58 acres even though Ms. Richardson owned all the acreage at the time of the Annexation.

Now, the additional acreage is only 64.52 acres at Mas Que Farm. The developers contend they forgot that the other 11.58 acres they had included in the February 19 FSD filing are being or are going to be developed with homes. The developers contend DNEP should approve this FSD anyway even if allowing for the acreage to be developed, the 75 acres required to be put under a conservation easement has been reduced to only 64.52 acres. Again, Annexation Condition 19 requires the 75 acres of easement land to be "in the general vicinity of the equestrian center" and "shall be in the area adjacent to Spa Road, identified as Preservation Land as delineated on applicant's exhibit 1..." This Preservation Land does not include any of the 111 acre contract purchase area of Crystal Spring.

Annexation Condition 19 requires that you, as Director of Planning and Zoning, must review and approve the exact location of this conservation easement. We do not believe this has been done. But on June 16, 2016, despite our written protestations, DNEP per Frank Biba acted to accept as complete and correct the developer's new FSD. We believe he was acting wrongfully in permitting this acreage centered on the equestrian center, commonly known as Mas Que Farm, to be part of a subdivision plan for development, including use for stormwater management from Crystal Spring. This would be an abrogation of the terms of Annexation Condition 19.

An examination of exhibit 1 referred to in Annexation Condition 19 denotes the Preservation Land where the 75 acre easement is to be placed. Exhibit 1 clearly details where those 75 acres are. In speaking with Frank Biba before he acted to accept this new FSD, it appeared clear that he (DNEP) had worked out a deal with the developers to accept the new FSD despite this major roadblock by doing two things:

- 1) Allowing the developer to intrude into the intended Preservation Land by using it to flow stormwater from the 111 Crystal Spring site onto the 64.52 acres in the new FSD which would allow for the development of the land intended to be left undeveloped under the conservation easement; and
- 2) Allowing the developer to transfer from the contract purchase land at Crystal Spring acreage that was in the Critical Area at the far southern portion of that property and which was not to be developed and was to be preserved already under their FCP filings and public commitments.

We believe P & Z would be acting illegally in allowing this to occur and should not accept any FCP based on this scheme. This would be in direct violation of the terms of Annexation Agreement's Condition 19. P & Z had previously noted that this invasion of the 75 acre tract outside the contract purchase area is not permitted.

In Planning and Zoning's comments on the last FCP of December 31, 2014, at page 14 of DNEP's Letter of February 15, 2015 sending back the FCP, P & Z noted: "The collection of stormwater in two developed drainage areas, planning Area 2 and 2A, into a single (off the 111 acre contract purchase area) outfall point with a combined QIO of 134 CFS, is not sensitive SWM design. **This outfall point, off the 111 acre contract purchase area, falls within the 75 acre proposed conservation easement. Stormwater management from new, adjacent development is considered development. New development is not permitted within proposed conservation easement. All stormwater should be managed on-site.**" Find these comments at <http://www.annapolis.gov/docs/default-source/dnep-documents-pdfs/city-response-to-crystal-spring-fcp-revisions-of-december-31-2014.pdf?sfvrsn=4>.

Planning and Zoning should not approve any new FCP or any development plan in which stormwater is to be treated or flow to the 75 acre proposed conservation easement and it should continue to insist that all stormwater be managed on-site.

The owner of both of the properties (Crystal Spring and Mas Que Farm), Janet Richardson-Pearson, has written a public letter to the Mayor and Aldermen that "By my voluntary act as part of annexing the property into the City of Annapolis, **over 70 acres will be put in a Preservation Trust to keep it undeveloped** in perpetuity..." See Ms. Richardson-Pearson's attached Open Letter to the Mayor et al. of March 4, 2013. She also had her letter published in the *Capital*. By including Mas Que Farm in the subdivision planned development through a new FSD and FCP for the acknowledged purpose of allowing stormwater management from Crystal Spring would violate the Annexation Agreement and the owner's avowed intent to put all of Mas Que Farm (approximately 75 acres) into a Preservation Trust to keep it undeveloped in perpetuity through a conservation easement.

In addition, the developers have repeatedly publicly pledged in their statements, web site, and in formal filings with DNEP, including FCPs, to place another conservation easement on at least 50 acres at Crystal Spring—all undeveloped land remaining outside the site's development footprint. This easement would be in perpetuity and would prevent any further development on the site of Crystal Spring. The conservation easement would include all remaining forest, the wetlands, and their buffers on the 111 acre Crystal Spring site AND the acreage in the Critical

Area. See Ms. Richardson-Pearson's Open Letter to the Mayor et al. "...and about half of the total 110 acres in the master plan are being preserved by the developers as forest, wetlands, farmland or open space. An unbelievable **70% of the land will not be touched.**" The reference is to the 190 acres annexed so that 70% of 190 acres = 133 acres "not to be touched".

The developers have consistently reiterated these commitments. For example, Marshall Breines and Jim Eagan wrote in a *Capital* Guest Column on August 22, 2014 that "A total of 127 acres out of 190 will now be preserved in forest conservation, open space and critical areas **where no future development will be permitted.**" They repeated this position again in a *Capital* Guest Column on January 12, 2015 that "130-plus acres will be put in open space or forest conservation easements out of the 190 acres of property constituting the proposed development tract and the property to be retained by its owners."

In filing another sketch plan with the City on April 28, 2015, Marshall Breines noted in his submittal letter to the City that "We also would like to point out that when we consider the entire Katherine Property Annexation Parcel, we are preserving more than 125 acres of forested and/or meadow areas. This represents a significant preservation effort which should be acknowledged as a positive contribution to the open space resources in the City of Annapolis." See <http://www.annapolis.gov/docs/default-source/dnep-documents-pdfs/04-29-2015-letter-to-city-of-annapolis-4-28-15.pdf?sfvrsn=2>

Although DNEP accepted the new expanded FSD to allow Mas Que Farm to be added to the Crystal Spring planned development site as proposed, P & Z should not allow the abrogation of the terms of the Annexation Agreement, the owner's commitments to preserve undeveloped the 75 acres at Mas Que Farm, and the developer's commitments to permanently keep the not only the 75 acres of Mas Que Farm undeveloped but another 58 acres at Crystal Spring.

At page 17 of Planning and Zoning's comments of DNE's letter sending back the FCP of December 31, 2014, note this: "The future conservation easement is not part of the Crystal Plan as there is no delineation noted on the project site plan. **The fixed location of the conservation easement, even if it's a general location, appears to conflict with the proposed project site plan. The applicant should delineate the 75 acres conservation easement as part of the Prelim. FCP. Unless a portion of the "contract to purchase 111 acres" is included in the conservation easement, the portion of land remaining in the petitioner's ownership, outside the contract to purchase area, is only 64.5566 acres, approximately 10.5 acres short of the 75 acre requirement.**"

The developers need to clearly delineate with metes and bounds the land to be included in the conservation easement and to do it under any new FCP or development plan filed to add certainty to this process. You as Director of P & Z have the mandate under Annexation Condition 19 to review and approve the exact location of this conservation easement and should exercise this mandate once a new FCP or development plan is filed.

It is clear that the developers filed the new FSD to expand into the demarcated Preservation Land of exhibit 1 to allow the developer to construct stormwater management facilities on this land that is required to be preserved. They have chosen to eliminate land from the FSD previously included so that this land can be developed. All of this substantially lessens the area remaining to achieve the 75 acres to be placed under a conservation easement. This cannot legally stand.

## ***II. THE TERMS OF A CONSERVATION EASMENT WITH METES AND BOUNDS AND DEVELOPMENT RESTRICTIONS MUST BE SUBMITTED AND APPROVED.***

Under Annexation Condition 19, you as Director must review and approve the exact location of this 75 acre conservation easement and should exercise this mandate before any further reviews of FCPs or development plans. P & Z's comments cited above need to be agreed upon in a legally binding agreement.

On June 25, 2014, the developers did proffer a draft conservation easement as Exhibit B as part of their FCP filing of that date. This draft easement does not define the area of the easement and allows any form of agricultural activity at Mas Que Farm on a commercial or non-commercial basis. It also allows the construction of any structures or dwellings..."as needed in carrying out activities permitted by the conservation easement." This seemingly broad language would allow the destruction of all remaining forest at Mas Que Farm.

I served on the Board of the Maryland Environmental Trust for 16 years. MET is the state land trust and the Board examines and makes recommendations on conservation easements around the state. I had a former MET staffer, an easement expert, look at the developer's proffered easement and it was agreed that it was woefully inadequate as it would allow much development of the site. This development could include clearing of forest on the site to build large barns, buildings to store and sell farmed crops or farm-related items, buildings to house many more horse stalls, new roads for farm use, parking lots for visitors to any new or existing commercial farm buildings and for users of other structures, and much more. At a minimum, it was agreed the easement should include a provision preserving existing forest and prohibiting the clearing of any forest except for safety reasons and a provision that any such clearing must be approved by the easement holder.

Before any further processing of a FCP occurs, you should require that both of the perpetual conservation easements for Mas Que Farm and for Crystal Spring be clearly drafted and agreed upon including detailed metes and bounds. The easements should include provisions prohibiting any further development and clearing of forest on these sites and disallowing expansion of the Crystal Spring development into Mas Que Farm—whether for stormwater management facilities or otherwise. This is all the more critical with the newly approved FSD which would reduce the size of the additional acreage available for the easement at Mas Que Farm.

### **III. ALL STORMWATER MUST BE RETAINED/TREATED ON SITE INCLUDING GRAY WATER RECYCLING**

As noted above, Planning and Zoning should continue to require that the developer's pledge "100% stormwater retained/treated on site including gray water recycling" is honored. See [www.crystalspringannapolis.com/userfiles/file/economic-benefits-forest-conservation.pdf](http://www.crystalspringannapolis.com/userfiles/file/economic-benefits-forest-conservation.pdf). No stormwater should be allowed to drain onto easement land off the contract purchase area of Crystal Spring.

The developers have pledged that the stormwater leaving the Crystal Spring site after development would be as clean or cleaner as before development occurred and the development would not increase rate or volume, a pledge that has been confirmed over time including in discussions with Planning and Zoning officials. Until plans are submitted and evaluated and confirmed by stormwater experts, no plan, FCP or otherwise, should be accepted or processed.

Any plans by the developers to clear any trees on Mas Que farm should not be condoned by DNEP given the terms of the Annexation Resolution and the pledges by Ms. Richardson-Pearson and the developers.

### **IV. PARALLEL CONNECTOR ROAD LOCATION AND COST-SHARING UNRESOLVED.**

Prior to and at the time of annexation 10 years ago, it was alleged by the attorney for the owner of Crystal Spring and by others, that traffic problems would be resolved by a functional vehicular relief road to be built from Aris T. Allen Boulevard. This parallel road to Forest Drive was in the City's Comprehensive Plan but has since been abandoned.

Under Annexation Condition 14 of the 2005 Annexation Resolution (Resolution No. R-12-05), "The developer of the property will make an equitable contribution to the cost of the relief road." P & Z is requiring this relief road to run from Skipper Drive through Crystal Spring and across Forest Drive to Gemini Drive. Despite admonitions from P & Z, the developers have yet to show a plan for this road nor have they developed a design for or indicated costs for this shorter, less effective relief road.

Therefore, you should refuse to further process a new FCP or other development plan until:

1. The FCP or any other development plan clearly details the road siting;
2. An independent highway contractor's estimate is submitted by the developers for the cost of the road including design, engineering, right-of-way acquisition, and construction costs; and
3. A formal legally binding agreement is reached between the City and the developer on what the "equitable contribution" from the developer shall be that both the City and developer agree upon for this road.

Such a road will cost in the millions of dollars and it makes sense to have such an agreement in place before any further processing of a development plan. The City will never be in a better position to set such an "equitable contribution" as once the development is approved, much of the City's bargaining power may be lost. Further, any viable economic impact analyses and economic viability study for this development must include the potential cost of this new road and how that cost will be shared.

This issue is further supported by Annexation Condition 6: "The Property Owner shall be responsible to pay all costs associated with any capacity increase to existing roadways caused by the development of the property should said increase be required by the City, County or State"

### ***V. PHASE I ARCHAEOLOGICAL/HISTORICAL SURVEY RELATED TO CIVIL WAR CAMP PAROLE 2 MUST BE COMPLETED.***

The potential location of Camp Parole 2 on or near the Crystal Spring site was detailed in a 26-page study by the Annapolis History Consortium in a report dated July 31, 2014. See Tab 10 of the Notebook we developed for the Planning Commission hearing for this document which was given to you both. Both DNEP and P & Z were previously given this report. These prominent historians advised the City that: "We know from the research that if Camp Parole 2 was not located directly on Crystal Spring Farm or Mas-Que Farm, it was undoubtedly very close to these properties. We conclude that a persuasive case can be made from the historical research that there is sufficient reason to believe that the Crystal Spring Farm property contains significant Civil War artifacts and is perhaps the last undisturbed ground associated with Camp Parole 2....We therefore recommend that there be an archeological investigation of Crystal Spring before any land disturbance begins to determine what physical evidence there is to help chronicle this story and to analyze this evidence for historical significance before the chance is forever lost."

A representative of the historians who is on the Annapolis Historic District Commission, Rock Toews, met with Lisa Craig, who is the City historical officer, Sally Nash, and Tom Smith, all of P & Z, on August 22, 2014 and presented the report. All agreed a Phase I assessment/archeological survey of the site would need to be done for Camp Parole 2 and any artifacts there. Sally Nash agreed this would be required at the time a site design is submitted. This Phase I survey is just what is needed to help pinpoint the location of Camp Parole 2 and to begin to do some digging on the Crystal Spring and Mas-Que Farm properties to locate Civil War artifacts, including potential posts or foundations.

This Phase I assessment will entail research, archaeological work, digging at the site, and analyses before a site plan can be approved. If the Phase I preliminary assessment warrants, more detailed Phase II and III evaluations would be necessary, and the site plan may have to be altered to protect the historical integrity of the site.

We have documented this need for a Phase I assessment before DNEP further processed a FCP. But were ignored and I Was told by Maria Broadbent, "We don't do such historical assessments. That's P & Z."

Now, the ball is in your court to assure such an assessment is done before approving any FCP. Phase I assessments are typically ordered and done under Planning and Zoning Department during site plan and planned development review. But under the State Forest Conservation Act adopted by the City, Section § 5-1607(c)(2) provides that: The following trees, shrubs, plants, and specific areas shall be considered priority for retention and protection, and they shall be left in an undisturbed condition unless the applicant has demonstrated, to the satisfaction of the

**State or local authority, that the applicant qualifies for a variance under § 5-1611 of this subtitle: **(ii) Trees that are part of a historic site or associated with a historic structure....;****

Any trees associated with a historic site or structure are to be noted in the FCP and the applicant must demonstrate that all techniques for retention have been exhausted and why these trees cannot be left undisturbed, AND they must obtain a variance for any clearing of these trees. The applicant must also demonstrate where on the site and how afforestation or reforestation for any tree removal will be accomplished in such a Priority area.

Such a study has not been required by DNEP in the past for the Forest Conservation Plans. In fact, there have been no comments from the City or developer in the FCP regarding the potential location of Camp Parole 2 on or near the site despite our memo to Ms. Broadbent and despite our detailed comments on the last FCP regarding this issue.

You should now require such a Phase I assessment before any further processing of a FCP to determine where on the site there may be any trees associated with an historic site or structure and whether a variance will be necessary to clear any of these trees. P & Z should not approve a FCP without the required information on the presence of trees associated with a potentially significant historic site and perhaps the footings or foundations of historical structures from Camp Parole 2.

***VI. COMPREHENSIVE PLAN DEFIED IN DEVELOPMENT PLAN.***

Under the City's Comprehensive Plan, Crystal Spring is designated as the Forest Drive Opportunity Area. The Comp Plan calls for a limit of 139 or 140 housing units for this property with a maximum of 167,000 sq. ft. of commercial/retail space. We continue to believe this plan would be abrogated in allowing nearly 500 housing units, including the main six-story CCRC building (289), the 130 non-age restricted apartments or town houses, and the 33 single family homes with two-car garages plus two 20 unit apartment buildings..

Clearly, all of the non-age restricted apartments or town houses are considered housing units. Contrary to claims by the developer and a memo from your Office of Law, we firmly believe that the senior housing units constitute housing units in terms of the Comprehensive Plan and in common parlance. This we have concluded after thorough research in the development and meaning of housing units in the Comp Plan.

While I realize there is no definition of housing unit in the Comp Plan, when the City submitted its Comp Plan to the state as required, the use of housing units clearly included all previously developed senior living facilities with kitchens, bathrooms, living and dining rooms, and separate bedrooms where the units had separate addresses as they do at Bay Woods and other age restricted housing in the City.

Section 21.72 of the City Code defines Institutions for Care of the Aged but the only place and the only reason this definition is used in the Code is with respect to such Institutions for Care of the Aged needing special exceptions for almost all zoning categories in the City. We can find no other areas where such Institutions are not treated as housing units, especially not in the Comp Plan.

In further considering whether the 362 units at Crystal Spring are housing units under the Comp Plan, note that all such units will be held in fee simple and must be purchased through National Lutheran Community and Services. Under current plans, 11 single family cottages with two-car garages would sell for nearly \$1 million for a 2,884 sq. ft. residence if the buyer wanted to get back 90% of the sale price when the property is re-sold after they move or die. In addition, there would be a monthly fee of \$7,000.

The Maison Court two-apartment buildings of 20 units each would go for \$800,000-\$900,000 if the buyer wanted to get back 90% of the sale price when the property is sold. In addition, there would be a monthly fee of \$7,000. For units in these apartment buildings with only a 50% recovery of the cost, the price is \$600,000 and up and still with the \$7,000 monthly fee.

The CCRC six-story building's smallest 1-br unit at 893 sq. ft. would cost \$450,000 with 90% recoverable upon resale with a \$3,000 monthly fee, but the larger units run to \$900,000 with a \$6,000 monthly fee.

All 362 of these senior housing units have kitchens, bathrooms, living and dining rooms, and separate bedrooms. Do these housing units sound like an Institution for Care of the Aged?

The last FCP called for 160,695 sq. ft. of commercial/retail development but for some inexplicable reason leaves out the 39,000 sq. ft. 80-room, 4-story hotel. The 199,695 sq. ft. of commercial/retail space exceeds the Comp Plan limit of 167,000 sq. ft. if the 80-room hotel is included. I know there have been new sketch plans put forth by the developers which supposedly reduce the commercial/retail square footage, but they still leave out the hotel square footage in these computations.

The City's Comprehensive Plan also specifically identifies the top one-third of the Katherine property nearest Forest Drive for "Urban Center Low" development. At page 25 of the City's Comprehensive Plan, this language appears: "Urban Center Low areas are similar to Urban Commercial areas in terms of character and building heights, but allow for a mix of land uses that is similar to Urban Center areas. These areas consist of a mix of uses that include retail, office, restaurants, and residences. **Typically these areas range from two to four stories in height** and include a very balanced mix of residential and commercial land uses."

The CCRC three-winged building as submitted is six stories high and the April 28 plan submitted by the developers included 140-150 non-age restricted units of up to five stories. Both of these contradict the Comprehensive Plan height limits.

The Comp Plan calls for the City to increase its urban tree canopy to 50 percent of its land area by 2036. The development would destroy about 40 acres of mature Priority Forest and replant only 8.7 acres, causing a net loss of 31.3 acres of forest canopy.

The Comp Plan calls for the City to "formulate detailed land use and urban design plans or sector studies for each of the four opportunity areas" and that these areas "should be developed as models for ecologically sustainable urban development." No such plans or sector studies have been completed for Crystal Spring.

The Comp Plan requires that "To help achieve the City's environmental goals and ensure high quality development, the City will create a Site Design Manual that will replace the 1986 Parking and Landscaping Manual." This was to assure better "rainwater management, tree preservation, and soil management...and best management practices for handling the impacts of development, use of pervious and impervious paving materials..." No such Site Design Manual has been created and adopted.

Developers frequently believe that the Comprehensive Plan can be disregarded and thus submit plans that are inconsistent with the Plan and environmental goals and regulations. Then, they make statements alleging compliance, and in this case, allege that rejection of their plans would amount to a constitutional taking. However, state law requires that the City's approval of developments like Crystal Spring be consistent with the Comprehensive Plan. See Maryland Land Use Code § 1-303.

The then Acting City Attorney testified before the City Council's Environmental Matters Committee on June 19, 2014 that the City's Comp Plan had the force of law.

## **VII. REFORESTATION PLEDGE IGNORED.**

The developers pledged early on that they would reforest/afforest trees cleared by doing the plantings on site to the extent they could and offsite on nearby properties so as to provide one acre for every acre of forest developed on

site. This pledge was changed and is on their current web site as: “Crystal Spring will provide off-site reforestation of one acre for every acre of forest developed on site with priority given to reforestation within critical areas abutting waterways.”

Unfortunately, their FCP and more recent sketch plan iterations do not contain any off-site reforestation plans and the FCP would only reforest 8.7 acres on site, including street trees abutting developed areas including parking lots and roads. The 13.3 acre meadow on site would be a prime site for afforestation to partially meet this commitment. Until the developers demonstrate how they will meet their commitment to reforest all forest cleared, the FCP should not be processed.

Until all of these major Comprehensive Plan issues are resolved, all processing of a new FCP or other development plan should cease.

### **VIII. VIOLATION OF ANNEXATION AGREEMENT.**

Because of a clear violation of the Annexation Agreement between the City and the owners of Katherine Properties (the Crystal Spring and Mas Que Farm properties), you should not process any new FCP or other development plan until the breach is resolved. City Council Resolution (R-21-16) was introduced by the Mayor and two Aldermen after the City Attorney found violations of the original Agreement and associated Public Facilities Agreement as well as outdated provisions needing reform. The Resolution would require the Council to try to reform the Agreement on terms **mutually agreeable** to the owner and the City.

Resolution R-21-16 does not go far enough. The City should not allow violators of the Annexation Agreement to rework the terms favorable to them. These serious and irresponsible breaches, one of which actually leads to additional costs for City property owners in higher fire insurance costs, should not simply be subject to a renegotiation of terms where the outcome is dependent upon the agreement of the party in violation. Moreover, given the radical changes we’ve seen in the development plan since the original agreement was signed, processing for the development of Crystal Spring should be suspended if not ended until a resolution of the breaches and other terms is had. s

The primary breach of the original Agreement is the owner’s failure to have all existing structures connected to City water and sewer within one year, as stipulated in the original agreement. There was a provision that allowed for annual extensions that could delay such services for up to 10 years, but the owners have failed to file for any extensions. According to the City Attorney, this failure has resulted in higher fire insurance for all City homeowners and businesses due to the ISO Rating 2. Collectively, this has cost City residents and businesses hundreds of thousands of dollars.

We ask that the owner and developers not be rewarded by the further processing of a FCP or other development plan until these structures are fully hooked into City water and sewer.

### ***OTHER ISSUES OF CONCERN UNRESOLVED.***

While any of these eight impediments above should be sufficient to legally stop processing of a FCP or other development plan for Crystal Spring, there are other major issues for the P & Z to consider in processing and reviewing the development of Crystal Spring:

### ***SCHOOL OVERCROWDING SHOULD BE CONSIDRED BY CITY.***

The 130 non-age restricted apartments or town houses will generate more school-age children. These new students would attend Hillsmere Elementary and Annapolis High schools. Both schools are over capacity and closed in the County to new students. This means that if Crystal Spring was still in the County, the planned development at Crystal Spring could not be approved with the non-age restricted homes. The City should not turn a blind eye to this problem and exacerbate a bad situation threatening the quality of our children's education.

***NEW TRAFFIC STUDY IS NEEDED.*** In his presentation on October 21, 2015 before the Planning Commission, Greg Walker detailed concerns over traffic and outlined what needs to be done. The Commission seemed to be sympathetic to these concerns and that a better traffic study is needed. Greg also detailed the lack of compliance with Comp Plan elements. See Greg Walker's summary comments at Tab 20 of the Notebook you were given and his greater details through Tab 31 which include much on the traffic issues, Comp Plan, and other requirements not being met.

I appreciate your consideration of these comments.

Respectfully Submitted,

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