

**From:** [Charles County Government](#)  
**To:** [Public Record](#)  
**Subject:** \*NEW SUBMISSION\* Amendment to Indenture - Docket 250, Villages at Swan Point  
**Date:** Monday, May 6, 2024 7:18:38 PM

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**Amendment to Indenture - Docket 250, Villages at Swan Point**

**Submission #:** 3186310  
**IP Address:** 76.106.72.219  
**Submission Date:** 05/06/2024 7:18  
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You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

**Public Hearing Comment Form**

**Questions or More Information 240-776-6709**

**Name**

Douglas Ament

**Address**

11225 Keokee Ct  
Swan Point, MD 20645

**Phone**

(202) 642-6368

**Email**

masterpmp@gmail.com

**Are you:**

Against Topic

**Comment**

See Attached Document

**Upload File(s)**

[Comments to Public Hearing Docket 250 - 14MAY24.docx](#)

Thank you,

**Charles County, MD**

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## Adjacent Property Owner Perspective

Douglas & Cassandra Ament  
11225 Keokee Court  
Swan Point, MD 20645

“The Planning Commission voted...to forward to the County Commissioners a recommendation of approval [for a] Docket...established in 1986”

In General, It’s one thing to approve this building request from 38 years ago...which in itself is ludicrous...but now allowing the developer off the hook further to the commitments made in 1986 is unbelievable. This is literally giving the developer their cake and allowing them to eat it too.

Obvious concerns we all have regarding:

- Sewer and Water infrastructure sufficiency
- Overcrowded Schools already overtaxed
- Inefficient emergency services in the region
- Shoreline Environmental Protection (*I literally had to jump through hoops with multiple inspections, multiple application/permit fees, a promise to re-plant an equal number of native trees and signing a attestation agreement that I would not alter my design in order to cut a couple trees down to widen my driveway...these developers are permitted to level 600 acres and build 1500 new homes!*)

Specific comments to proposed, numbered, changes to Docket 250:

1. “Time-Share Property and Fractional Ownership”

**Comment:** REALLY!?...The developer is permitted to add timeshares to our neighborhood? Were those of us who purchased homes in this neighborhood made aware of this prior to purchasing homes in this neighborhood? I don’t recall the developer disclosing this information.

4. “Changing the term “Impervious Surface” to “Lot Coverage”

**Comment:** Explain Please...Why?

5. “Changing Stormwater Management Plan requirements to refer to “Conceptual” vs “Complete”

**Comment:** Explain Please...Why

6. “Modifying certain transportation improvements for Swan Point Road. The applicant is proposing removal of the requirement that included providing two (2) paved ten (10) foot wide shoulders from Riverside Drive to Maryland 257, twelve (12) foot wide paved bypass lanes at Woodland Point Road, and upgrades at the intersection of Swan Point Road and Maryland 257 to provide a dedicated north and dedicated south bound turning lane from Swan Point Road to Maryland 257. All Zoning Ordinance Requirements pertaining to the Adequacy of Public Facilities shall be fully addressed at the time of preliminary subdivision and/or site plan application(s) for development of this project. The applicant is also proposing a transportation improvement to raise portions of Swan Point Road in the low-lying sections prone to flooding near Shaw’s Branch and the Holy Ghost Cemetery, to an elevation of six and one-half feet near the intersections with Riverside Drive and Woodland Point Road.”

**Comment:** NO!...Why?! It was okay in 1986 but now the developer does not want to abide by the agreement?

7. "Removing the Recreational Amenity requirement regarding the phasing of the construction of a new pool and bath house."

**Comment:** NO!...Why?! Now the developer does not want to build what they agreed to in 1986?

8. "Changing the Recreational Amenity requirement regarding the phasing of the construction of amenities, from designating a range of units for phasing of the large-scale amenities to constructing amenities as required in accordance with the phasing of construction."

**Comment:** Explain Please...Why?

9. "Adding a Recreational Amenity requirement for a 10-foot-wide hard surface trail along Swan Point Road from MD Route 257 to Riverside Drive."

**Comment:** NO!...Why?! Again, it was good for the developer in 1986 but not now?...See #6, above

10. "Changing the consequences of failure to comply with the conditions of the amended Indenture. Currently, the Indenture states that a failure to comply will (emphasis added) cause the zoning of the property to revert to the prior Agricultural Conservation (AC) zone without any further action by the Charles County Commissioners. The amendment proposes to change "will" to "may" and adds the requirement for a hearing before the Charles County Commissioners before the zoning would revert."

**Comment:** NO!...Why?!...Again, okay in 1986 but not now?!

"The Charles County Code requires changes to the Docket 250" ...Requires, or the developer desires to change Docket 250