

May 14, 2024

County Commissioners,

I reside at 1152 Heritage Place, Waldorf, Maryland and own Lot 11 in Swan Point, Maryland.

I oppose the proposed amendments submitted by Swan Point Development Company, LLC for the following reasons:

- “Whereas” paragraph 8 of the April 9, 2010 Indenture was deleted from the new proposal, without any reference to or explanation of its rezoning conditions. The 2010 paragraph read as follows:

*"WHEREAS, after due consideration, on June 5, 2006, the County granted, with **conditions** the rezoning of the Horse Farm Property (#05-03) pursuant to a Decision Order;*

- “Whereas” paragraph 10 should not change because the proposal removes rezoning conditions and seems to grant SPDC, LLC an unwarranted and perhaps unlawful degree of latitude for future land use.
- Only the date should change in “whereas” paragraph 13.
- Items #1A, #1B should not be allowed because #1A and #1B remove important zoning and title history. It is unclear why SPDC, LLC desires to eliminate the transfer of the property by Bennet Crain, son of Robert S. Crain. Moreover, #B2 appears to erase title history related to a transfer of a deed to the County Commissioners.
- Items #3 D and #3E are an attempt to circumvent the provisions of the 2010 Indenture, particularly WHEREAS paragraph 8. The 2010 Indenture did not permit time-share and fractional ownership under the zoning conditions and DEFINITIONS. If allowed, it would create a transient community - inconsistent with the current property ownership and relationships in Swan Point. Time-share and Fractional Ownership options would negatively impact property values and by extension tax revenues.
- Item #8 should add the proposed new language and keep the original paragraph intact.

- Item #11 should **not** replace "complete" with "conceptual", so that SPDC, LLC would be required to prepare actual stormwater management plans rather than suggested ones. Particularly since the current Swan Point community is preparing for an upgrade to its stormwater system.
- Item #25 should not be allowed because the Villages at Swan Point development would greatly increase density and the April 2010 Indenture planned for that eventuality. Moreover, SPDC, LLC's alternatives of raising Swan Point Road and creating a ten (10)-foot-wide hard surface trail are truly insulting options, given the increased automobile traffic expected from 1500 new homes in the community. Additionally, the County is already looking at possible trails in the area that may connect with Southern Park, the proposed trail and road changes may never materialize as a duty for SPDC, LLC. The developer must be held accountable to the April 2010 Indenture regarding transportation!
- Items #28 C, D, and F should not be allowed. SPDC, LLC ought to keep its promises regarding constructing the bathhouse and pool. It should also provide greater detail regarding "phasing" large-scale amenities. Additionally, the ten (10)-foot-wide trail seems to be an attempt to avoid the road expansion that will be required for increased motor vehicle traffic that 1500 new homes will bring.
- Item #31 should add "may" and leave the remainder of the "failure to comply" clause intact.

Please deny the proposed amendments presented by Swan Point Development Company, LLC for the reasons outlined above, and make this document part of Charles County Maryland's permanent record regarding The Villages at Swan Point, Docket 250(3).

Thank you.

Cheryl N Goliday Esq
404-402-2557
revcg90@gmail.com