

APPLICATION

FOR PERCOLATION TESTING AND SITE EVALUATION

TEST DATE(S) _____ TEST TIME _____

AVP 555316-A

AGENCY REVIEW: _____

DATE 11-14-14

DO NOT WRITE ABOVE THIS LINE

I HEREBY APPLY FOR THE NECESSARY TESTING/EVALUATION PRIOR TO ISSUANCE OF SEWAGE DISPOSAL SYSTEM PERMIT(S) TO:

CHECK AS NEEDED:

- ☐ CONSTRUCT NEW SEPTIC SYSTEM(S)
☐ REPAIR/ADD TO AN EXISTING SEPTIC SYSTEM
☐ REPLACE AN EXISTING SEPTIC SYSTEM

CHECK AS NEEDED:

- ☒ NEW STRUCTURE(S)
☐ ADDITION TO AN EXISTING STRUCTURE
☐ REPLACE AN EXISTING STRUCTURE

CHECK ONE:

- ☐ CREATE NEW LOT(S)
☐ BUILD ON AN EXISTING LOT IN A SUBDIVISION
☒ BUILD ON AN EXISTING PARCEL OF RECORD

IS THE PROPERTY WITHIN 2500' OF ANY RESERVOIR?

- ☐ YES
☒ NO

THE TYPE OF STRUCTURE IS:

- ☐ RESIDENTIAL WITH _____ PROPOSED BEDROOMS IN THE COMPLETED STRUCTURE (NOTE **UNKNOWN** IF APPROPRIATE)
☐ COMMERCIAL (PROVIDE DETAIL OF NUMBERS AND TYPES OF EMPLOYEES/ CUSTOMERS ON ACCOMPANYING PLAN)
☐ INSTITUTIONAL/GOVERNMENT (PROVIDE DETAIL OF NUMBERS AND TYPES OF EMPLOYEES/USERS ON ACCOMPANYING PLAN)

PROPERTY OWNER(S) Paul S. DiMarco

DAYTIME PHONE 443-668-0100 CELL _____ FAX _____

MAILING ADDRESS 3844 Quarry Ave Baltimore MD 21211
STREET CITY/TOWN STATE ZIP

APPLICANT Paul S. DiMarco (Please mail/send correspondence to Benchmark Eng'g)

DAYTIME PHONE 443-668-0100 CELL _____ FAX _____

MAILING ADDRESS 3844 Quarry Ave Baltimore MD 21211
STREET CITY/TOWN STATE ZIP

APPLICANT'S ROLE: DEVELOPER BUILDER BUYER RELATIVE/FRIEND REALTOR CONSULTANT

PROPERTY LOCATION

SUBDIVISION/PROPERTY NAME end of underwood Rd (South) - Sreaker Pop LOT NO. 2

PROPERTY ADDRESS 1751 S. Underwood Rd West Friendship 21794
STREET TOWN/POST OFFICE

TAX MAP PAGE(S) 9 GRID 21 PARCEL(S) 2 (Plot # 5635) PROPOSED LOT SIZE 3.33

AS APPLICANT, I UNDERSTAND THE FOLLOWING: THE SYSTEM INSTALLED SUBSEQUENT TO THIS APPLICATION IS ACCEPTABLE ONLY UNTIL PUBLIC SEWERAGE IS AVAILABLE. THIS APPLICATION IS COMPLETE WHEN ALL APPLICABLE FEES AND A SUITABLE SITE PLAN HAVE BEEN RECEIVED. I ACCEPT THE RESPONSIBILITY FOR COMPLIANCE WITH ALL M.O.S.H.A. AND "MISS UTILITY" REQUIREMENTS. APPROVAL IS BASED UPON SATISFACTORY REVIEW OF A PERC CERTIFICATION PLAN.

TEST RESULTS WILL BE MAILED TO APPLICANT.

Paul S. DiMarco
SIGNATURE OF APPLICANT

HOWARD COUNTY HEALTH DEPARTMENT, BUREAU OF ENVIRONMENTAL HEALTH, WELL AND SEPTIC PROGRAM
7178 COLUMBIA GATEWAY DRIVE COLUMBIA, MARYLAND 21046 (410) 313-2640 FAX (410) 313-2648
TDD (410) 313-2323 TOLL FREE 1-877-4MD-DHMH

A/P _____

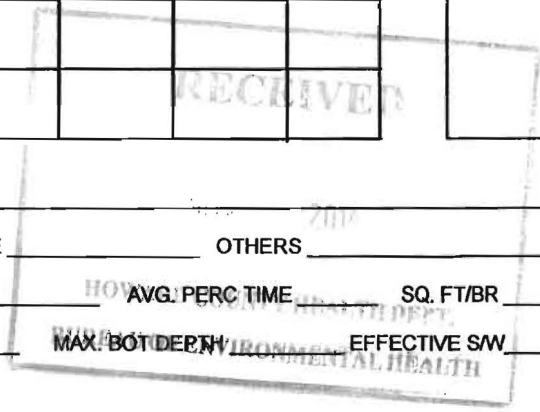
DATE	TEST #	DEPTH	START	BREAK 1" DROP	STOP 2" DROP	TIME OF 2ND INCH	P/F/H

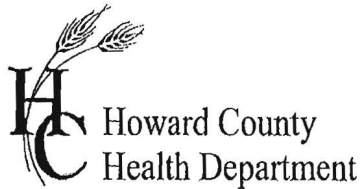
REMARKS _____

SANITARIAN _____ BACKHOE _____ OTHERS _____

TEST HOLES USED IN SDA _____ AVG. PERC TIME _____ SQ. FT/BR _____

TRENCH WIDTH _____ INLET DEPTH _____ MAX. BOT DEPTH _____ EFFECTIVE S/W _____





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STREET CITY/TOWN STATE ZIP

APPLICANT'S ROLE: DEVELOPER BUILDER BUYER RELATIVE/FRIEND REALTOR CONSULTANT

PROPERTY LOCATION
SUBDIVISION/PROPERTY NAME end of underwood Rd (South) - Steamer Pop LOT NO. 3

PROPERTY ADDRESS 1751 S. Underwood Rd West Friendship 21794
STREET TOWN/POST OFFICE

TAX MAP PAGE(S) 9 GRID 21 PARCEL(S) 2 (Plot # 5635) PROPOSED LOT SIZE 4.13

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SIGNATURE OF APPLICANT

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7178 COLUMBIA GATEWAY DRIVE COLUMBIA, MARYLAND 21046 (410) 313-2640 FAX (410) 313-2648
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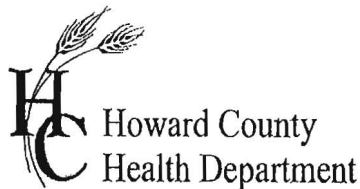
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RECEIVED
MAY 1 1980
WARD COUNTY HEALTH DEPT.
BUREAU OF ENVIRONMENTAL HEALTH



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APPLICANT'S ROLE: DEVELOPER BUILDER BUYER RELATIVE/FRIEND REALTOR CONSULTANT

PROPERTY LOCATION

SUBDIVISION/PROPERTY NAME end of underwood Rd (South) - Streetcar LOT NO. 4

PROPERTY ADDRESS 1751 S. Underwood Rd West Friendship 21794
STREET TOWN/POST OFFICE

TAX MAP PAGE(S) 9 GRID 21 PARCEL(S) 2 (Plot # 5635) PROPOSED LOT SIZE 3.93

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7178 COLUMBIA GATEWAY DRIVE COLUMBIA, MARYLAND 21046 (410) 313-2640 FAX (410) 313-2648
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REMARKS _____

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NOV 14 2014

HOWARD COUNTY HEALTH
BUREAU OF ENVIRONMENTAL HEALTH



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STREET CITY/TOWN STATE ZIP

APPLICANT'S ROLE: DEVELOPER BUILDER BUYER RELATIVE/FRIEND REALTOR CONSULTANT

PROPERTY LOCATION

SUBDIVISION/PROPERTY NAME end of underwood Rd (South) - Streetcar LOT NO. 1

PROPERTY ADDRESS 1751 S. Underwood Rd West Friendship 21794
STREET TOWN/POST OFFICE

TAX MAP PAGE(S) 9 GRID 21 PARCEL(S) 2 (Plot # 5635) PROPOSED LOT SIZE 3.14

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1718 COLUMBIA GATEWAY DRIVE COLUMBIA, MARYLAND 21046 (410) 313-2640 FAX (410) 313-2648
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TRENCH WIDTH _____ INLET DEPTH _____ MAX. BOT DEPTH _____ EFFECTIVE SW _____

RECEIVED

NOV 14 2014

HOWARD COUNTY DEPT. OF HEALTH

BUREAU OF ENVIRONMENTAL HEALTH

A/P# _____

Lot #

Hole # 7

Red Brown
yellow
SL

Red/Brown
yellow
many dense
mosses & C
mangrove
depts
H₂O @ 8'
↓ 14'

Hole # 8

Red Brown
SL yellow

Red/Brown
yellow
Shore

Hole # 9

Red Brown
yellow
SL

Red Brown

8L
margin
margin
5-10%
PL

135

Streaker Property

Lot #1

Hole # 117

Red Brown
Yellow
82

Red Brown
yellow
Sh
many nice
H306/14'

Hole # 6

Rod Brass
84

20-5%

↓
Refusal
@
5'

Hole # 10A

Red Brown?
SCL
(Dense)

Red Brown
yellow
5-10%
R4

[illegible]

REMARKS

SANITARIAN

OTHERS

TEST HOLES USED IN SDA

TRENCH WIDTH

MAX BOT DEPTH

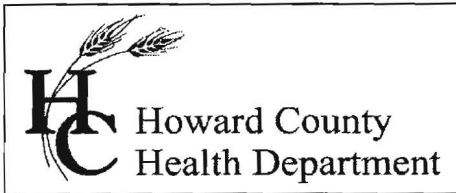
BACKHOE

SQ. FT/BR

AVG PERC TIME

INLET DEPTH

EFFECTIVE SDW



Bureau of Environmental Health
8930 Stanford Drive Columbia, MD 21045
(410) 313-2640 Fax (410) 313-2648
TDD (410) 313-2323 Toll Free 1-866-313-6300
Website: www.hchealth.org

Maura J. Rossman, M.D., Health Officer

Date: April 2, 2015

To: Benchmark Engineering, Inc.
C/o John Carney
Via E-mail: jcarney@bei-civilengineering.com

RE: **Percolation Testing Report - Streaker Property**
1751 South Underwood Road
Tax Map 9, Parcel 2

Mr. Carney,

Percolation testing was conducted on the referenced property and completed on March 25, 2015. The purpose for conducting these percolation tests was for an anticipated establishment of sewage disposal areas for four lots.

A total of (22) twenty-two test holes were evaluated and twenty were found to be satisfactory with moderate percolation. Two were found to be unsatisfactory and cannot be used in the establishment of the septic areas. Acceptable ranges for recommended inlet and trench bottom depth, and usable sidewall are indicated, and may be confirmed at the time of installation for the twenty (20) percolation test holes which were satisfactory. Field data collected is shown on the Percolation Test Worksheet enclosed with this letter.

All percolation tests conducted were standard tests, measuring rate of fall for a pre-wet period followed by measurement and recordation of the time required for the water level to drop 1 inch. Areas that may be included in a septic reserve are represented by test locations having satisfactory soil conditions. The area of the septic reserve must be at least 10,000 square feet, though Howard County Code [3.805.A.2.X] requires that the area be large enough to accommodate an initial drain field and two repair drain fields for the planned residence.

The next step in this process is to submit a Percolation Certification Plan to confirm the design of the septic reserve area for this lot. If you have any questions regarding this evaluation or requirements for the Percolation Certification Plan, please contact me at the above address or by telephone at (410) 313-2775.

Respectfully,

Dana Bernard, REHS/RS
Environmental Specialist II
Enclosures (5)
Cc: File

Mr. Paul S. Di Marco
Via E-mail: pdimarco@howardcountymd.gov

BENCHMARK

ENGINEERS ▲ LAND SURVEYORS ▲ PLANNERS

ENGINEERING, INC.

8480 Baltimore National Pike • Suite 315 • Ellicott City, Maryland 21043
410-465-6105 410-465-6644 (Fax)

LETTER OF TRANSMITTAL

DATE	06/23/15	PROJECT No.	24001
ATTENTION	DANA BERNARD		
RE:	STREAKER PROPERTY		
	REVISED PERC CERT		

TO: HOWARD COUNTY HEALTH
DEPARTMENT

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items

☐ Photocopies ☒ Prints ☐ Originals ☐ Samples
☐ Specifications ☐ Invoices ☐ Change Order ☐ Other _____

COPIES of	No. of SHEETS	DESCRIPTION
2	1	REVISED PERC CERT

THESE ARE TRANSMITTED as checked below

☐ For Comment ☒ For your use ☐ For Approval
☐ For Review ☐ As requested ☐ Other _____

REMARKS: REVISED LOT LINES & WELL LOCATIONS. THE
SEPTIC AREAS REMAIN AS APPROVED.

COPY TO: _____

RECEIVED BY: _____

If enclosures are not as noted, kindly notify us at once.

SIGNED: J. CHRIS OBUE

BENCHMARK



ENGINEERING, INC.

8480 Baltimore National Pike • Suite 315 • Ellicott City, Maryland 21043
410-465-6105 410-465-6644 (Fax)

LETTER OF TRANSMITTAL

DATE	1/13/15	PROJECT No.	2661
ATTENTION	Dana Bernard		
RE:	Streaker		
Revised Testing Plan			

TO: Health Dept.

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items

☐ Photocopies ☒ Prints ☐ Originals ☐ Samples
☐ Specifications ☐ Invoices ☐ Change Order ☐ Other _____

COPIES of	No. of SHEETS	DESCRIPTION
2	1	Testing Plan

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REMARKS:

COPY TO: _____

RECEIVED BY:  _____

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SIGNED:  _____

Williams, Jeffrey

From: Williams, Jeffrey
Sent: Wednesday, January 07, 2015 9:14 AM
To: 'Chris Malagari'
Cc: jcarney@bei-civilengineering.com; Paul DiMarco; Bernard, Dana
Subject: RE: Streaker Property

The BaA soil unit is pretty well sited based on the large swale running through the property. For new subdivisions, we do not test in or on the boundary of wet season soils when not in wet season. The only time we consider doing such a thing is on a repair or if the soil unit is clearly misplaced. As it stands, we can go in two directions here: we could test in the areas shown on the existing test plan, but we will not test the lower holes of lots 1 and 4 until we season, or you could submit a revised test plan showing the sewage disposal areas moved away from the wet season boundary in order to test everything at once. Thanks
Jeff

From: Chris Malagari [<mailto:cmalagari@bei-civilengineering.com>]
Sent: Monday, January 05, 2015 1:59 PM
To: Williams, Jeffrey
Cc: jcarney@bei-civilengineering.com; Paul DiMarco
Subject: Streaker Property

Jeff: I understand through Paul DiMarco that we have a perc date for the Streaker Property on February 19th to perc all 4 lots. That is good news! Paul mentioned to us that you would like us to move the proposed perc areas upslope on proposed lot #1 and 4. We all know the accuracy of the soil maps so we would like to perc the holes in the location shown on the perc testing plan. If the lower holes show signs of mottling or are marginal in perc rate then we can slide a few vertical feet up slope and test again. Paul had some preliminary soil probing done near the proposed easement shown on Lot 1 and we believe that it showed successful soils. Lot 4 might be a bit more challenging if we have to move the septic easement up-slope so for now we would rather test in the location shown and move if necessary. Can this be accommodated? Thanks, Chris

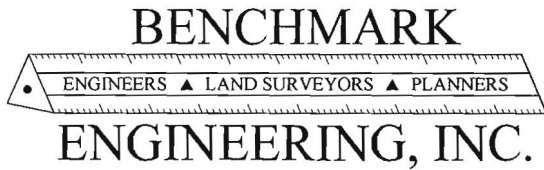
Christopher A. Malagari P.E., NSPE
President/Principal
Benchmark Engineering, Inc.

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410-465-6644 (fax)
www.bei-civilengineering.com

Since 1998...

Thank you for your business and confidence in our Engineering/Surveying services.

We will continue to strive to be the Benchmark of Excellence!



Christopher A. Malagari, P.E., President
Donald A. Mason, P.E., L.S., Vice President

Ellicott City, MD
410-465-6105 301-371-3505
410-465-6644 FAX

April 27, 2015

Dana Bernard
Howard County Health Department
Well and Septic Program
8930 Stanford Blvd.
Columbia, MD 21046

Re: Streaker Property
Revised Percolation Certification Plan

Dear Dana:

This letter is in response to your email comments dated April 23, 2015 on the above referenced property. The following is a point by point response:

1. Revise line 3, the following statement should be added. All septic systems must use the "Best Available Technology". And will be designed and verified by the engineer.
Response: The statement has been added.
2. In the General Notes the following statement must be added," All wells must be drilled prior to final recordation of the final plat and before the release of any building permit."
Response: The general note has been added.
3. Howard County Code requires the topography to be verified/field run at two-foot intervals and a statement in the general notes certifying such. Howard County GIS is adequate in most cases for a test plan, but not for the percolation certification plan.
Response: The perc test locations have been field surveyed with elevations to verify the actual elevations. General Note #4 has been revised to indicate that.
4. Revise line 4 to reflect your field run and verification.
Response: General Note #4 has been updated.
5. Show a different symbol for the existing wells and the proposed wells.
Response: The existing well and proposed wells are now shown in different symbols. The Legend has been updated.
6. Revise line 6, Certification is spelled incorrectly.
Response: The spelling has been corrected.
7. Each lot must show square footage of septic easement for verification.
Response: The areas of the septic easements are now provided in square feet.

Should you have any additional questions or concerns please do not hesitate to contact me.

Sincerely,

J. Chris Ogle
Project Manager

BENCHMARK



ENGINEERING, INC.

8480 Baltimore National Pike • Suite 315 • Ellicott City, Maryland 21043
410-465-6105 410-465-6644 (Fax)

LETTER OF TRANSMITTAL

DATE <u>5/5/15</u>	PROJECT No. <u>21001</u>
ATTENTION <u>DANA BORNARD</u>	
RE: <u>STREAKER PROPERTY</u>	
<u>PERC CERT</u>	

TO: HOWARD COUNTY HEALTH
DEPARTMENT

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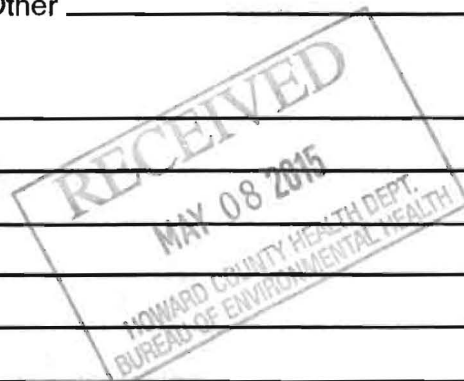
COPIES of	No. of SHEETS	DESCRIPTION
<u>1</u>	<u>1</u>	<u>PERC CERT</u>

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☐ For Review ☒ As requested ☐ Other _____

REMARKS:



COPY TO: _____

RECEIVED BY: [Signature]

SIGNED: J. CHRIS OGLE

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410-465-6105 410-465-6644 (Fax)

LETTER OF TRANSMITTAL

DATE	8/7/15	PROJECT No.	2001
ATTENTION	DANA BERNARD		
RE:	STREATER PROP.		
	REVISED PERC CERT		

TO: HOWARD COUNTY HEALTH
DEPARTMENT

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items

☐ Photocopies ☒ Prints ☐ Originals ☐ Samples
☐ Specifications ☐ Invoices ☐ Change Order ☐ Other _____

COPIES of	No. of SHEETS	DESCRIPTION
2	1	REVISED PERC CERT

THESE ARE TRANSMITTED as checked below

☐ For Comment ☒ For your use ☐ For Approval
☐ For Review ☐ As requested ☐ Other _____

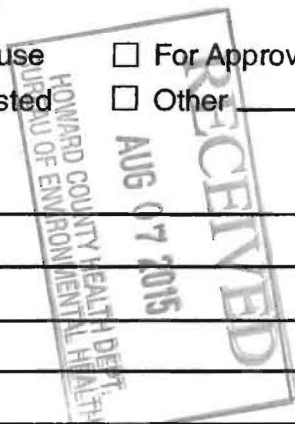
REMARKS:

COPY TO: _____

RECEIVED BY: A. King

If enclosures are not as noted, kindly notify us at once.

SIGNED: J. CHRIS OGLE



BENCHMARK



ENGINEERING, INC.

8480 Baltimore National Pike • Suite 315 • Ellicott City, Maryland 21043
410-465-6105 410-465-6644 (Fax)

LETTER OF TRANSMITTAL

DATE	4/28/15	PROJECT No.	21001
ATTENTION	DANA BERNARD		
RE:	STREAKER PROPERTY		
	PERL CERT.		

TO: HOWARD COUNTY HEALTH
DEPARTMENT

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items

☐ Photocopies ☒ Prints ☐ Originals ☐ Samples
☐ Specifications ☐ Invoices ☐ Change Order ☐ Other _____

COPIES of	No. of SHEETS	DESCRIPTION
2	1	REVISED PERL CERT PLAN
1		POINT BY POINT RESPONSE

THESE ARE TRANSMITTED as checked below

☐ For Comment ☒ For your use ☐ For Approval
☐ For Review ☒ As requested ☐ Other _____

REMARKS:

COPY TO: _____

RECEIVED BY: 

If enclosures are not as noted, kindly notify us at once.

SIGNED: J. CHRIS OGLE

BENCHMARK



ENGINEERING, INC.

8480 Baltimore National Pike • Suite 315 • Ellicott City, Maryland 21043
410-465-6105 410-465-6644 (Fax)

LETTER OF TRANSMITTAL

DATE <u>4/8/15</u>	PROJECT No. <u>2001</u>
ATTENTION <u>DANA BENARD</u>	
RE: <u>STREAKER PROPERTY</u>	

TO: HOWARD COUNTY HEALTH
DEPARTMENT

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items

☐ Photocopies ☒ Prints ☐ Originals ☐ Samples
☐ Specifications ☐ Invoices ☐ Change Order ☐ Other _____

COPIES of	No. of SHEETS	DESCRIPTION
<u>2</u>	<u>1</u>	<u>PERC. CERT PLAN</u>

THESE ARE TRANSMITTED as checked below

☐ For Comment ☐ For your use ☒ For Approval
☐ For Review ☐ As requested ☐ Other _____

REMARKS: BASED ON PERC RESULTS DATED MARCH 25, 2015.

COPY TO: _____
RECEIVED BY: [Signature]
If enclosures are not as noted, kindly notify us at once.

SIGNED: J. Chris Cole

A/P# _____

HOWARD COUNTY PERC TEST REPORT

Lot # _____

Hole # 1

Red Brown
yellow
SL

3'

Red Brown
yellow
SL

Hole # 2

Red Brown
yellow
SL

3'

Red Brown
yellow
SL

5-10%
PY

↓

Hole # 3

Red Brown
yellow
SL

silty

50'

Red Brown
yellow
SL

↓

Streaker Property

Lot #2

Hole # 4

Red Brown
yellow
SL

3'

Red Brown
yellow
FSL

↓

Hole # 5

Red Brown
yellow
SL

↓

7.5'

Red Brown
yellow
SL

↓

14'

DATE	TEST #	DEPTH	START	BREAK 1" DROP	STOP 2" DROP	TIME OF 2ND INCH	P/F/H
3-25-15	1	4/13	2:30	2:35	2:46	11 min	P
3-25-15	2	4/13	2:22	2:40	2:51	11 min	P
3-25-15	3	5/13	2:11	2:22	2:43	21 min	P
3-25-15	4	4/14	2:00	2:01	2:03	2 min	P
3-25-15	Repair		2:04	2:09	2:20	11 min	B
3-25-15	5	8/14	2:44	2:53	3:00	13 min	B

REMARKS

SANITARIAN

OTHERS

TEST HOLES USED IN SDA

TRENCH WIDTH

MAX BOT DEPTH

BACKHOE

SQ. FT/BR

AVG PERC TIME

INLET DEPTH

EFFECTIVE SDW

Bernard

Repstylener

A/P# _____

Hole # 12

Red Brown
yellow
80

Red/Brown
Yellow
Sl (Silty)
10-20%
Rv
4

Hole # 15

Red Brown
yellow
SL

Red Brown
SL
Silty
5-10%
S₄
↓

Hole # 11

Red Brown
Yellow
A 3'

Red Brown
Yellow
SL
↓

12

Streaks Property

Lot #4

[illegible]

SANITARIAN

OTHERS

TEST HOLES USED IN SDA

TRENCH WIDTH

MAX BOT DEPTH

BACKHOE

SQ. FT/BR

AVG PERC TIME

INLET DEPTH

EFFECTIVE SDW

Lot #

Hole # 14

Red Brown
Yellow
SL

Red Brown
yellow
Sh
Silty
5-10%
Ry^o

Hole # 13

Red Brown
yellow
sly 81 3

Red Brown
Yellow
SL
Silty
↓

Hole #

A/P#

HOWARD COUNTY PERC TEST REPORT

Lot #

Hole # 9A

Red Brown
Yellow
SL

3'

Red Brown

SL

5-10%

SL

↓

12'

Hole # 16

Red Brown
Yellow
SL

3'

Red Brown

Yellow

SL

↓

13'

Hole # 17

Red Brown
Yellow
SL

3'

Red Brown
Yellow

SL

5-10%

↓

Hole # 14

14'

Streaker Property

Lot # 3

Hole # 20

Red Brown
Yellow
SL

3'

Red Brown
Yellow

5-10%

SL

↓

14'

Hole # 18

Red Brown
Yellow
SL

3'

Red Brown
Yellow

SL

5-10%

SL

many

mud

13'

Hole # 19

Red Brown
SL

2'

Red Brown
Yellow
FSL

↓

13'

DATE	TEST #	DEPTH	START	BREAK 1" DROP	STOP 2" DROP	TIME OF 2ND INCH	P/F/H
3-25-15	9A	4 1/2	11:29	11:33	11:37	4min	P
3-25-15	16	4 1/2	11:50	11:56	12:10	14min	P
3-25-15	17	4 1/4	12:10	12:24	12:24	9min	P
3-25-15	20	4 1/4	12:17	12:21	12:25	4min	P
3-25-15	18	4 1/2	1:34	1:41	1:52	11min	P
3-25-15	19	4 1/2	1:41	1:44	1:48	4min	P

REMARKS

SANITARIAN

BACKHOE

OTHERS

SQ. FT/BR

TEST HOLES USED IN SDA

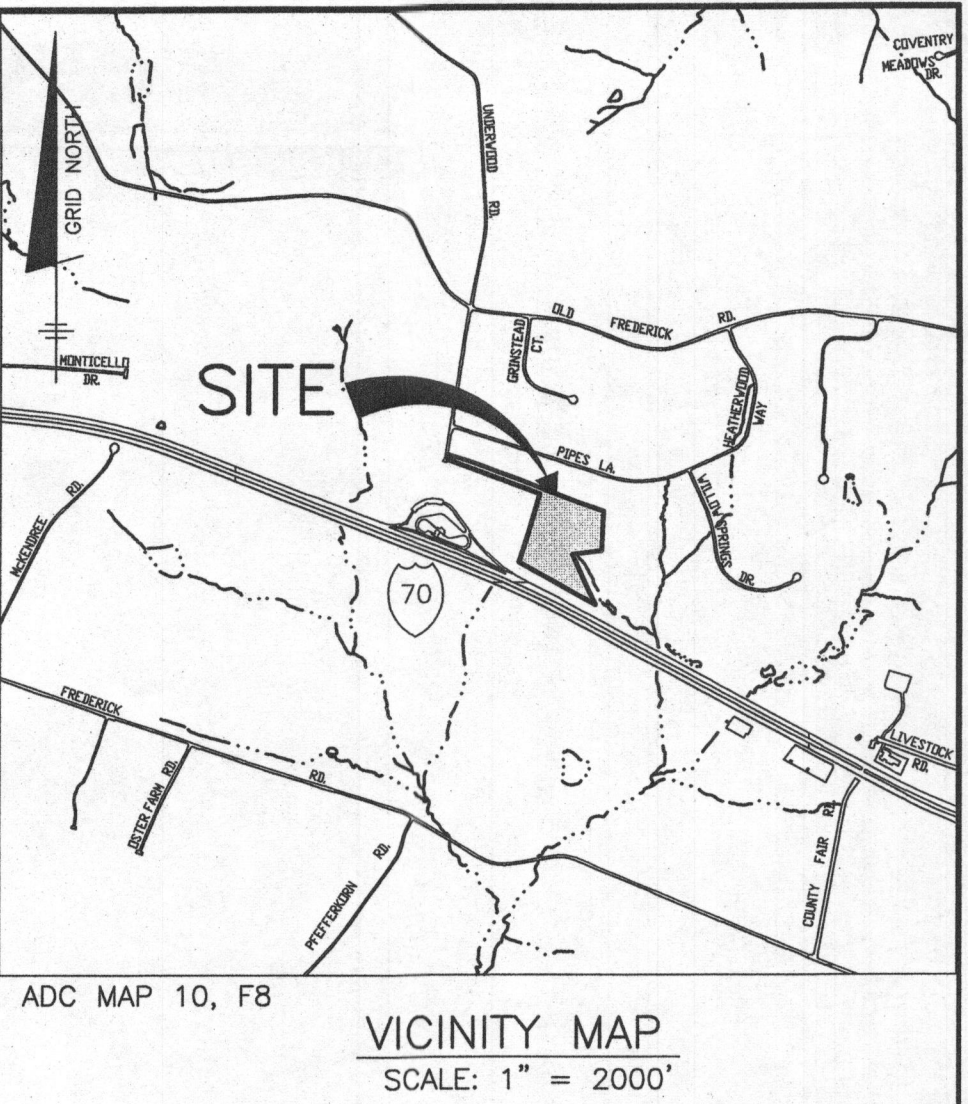
AVG PERC TIME

TRENCH WIDTH

INLET DEPTH

MAX BOT DEPTH

EFFECTIVE SDW



GENERAL NOTES

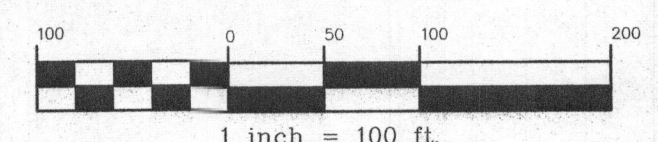
- 1.) THE LOT SHOWN HEREON COMPLY WITH THE MINIMUM OWNERSHIP WIDTH AND LOT AREA AS REQUIRED BY THE MARYLAND STATE DEPARTMENT OF THE ENVIRONMENT.
- 2.) THIS AREA DESIGNATES A PRIVATE SEWERAGE EASEMENT OF AT LEAST 10,000 S.F. AS REQUIRED BY THE MARYLAND STATE DEPARTMENT OF THE ENVIRONMENT FOR INDIVIDUAL SEWERAGE DISPOSAL. IMPROVEMENTS OF ANY NATURE IN THIS AREA ARE RESTRICTED UNTIL PUBLIC SEWER IS AVAILABLE. THIS EASEMENT SHALL BECOME NULL AND VOID UPON CONNECTION TO A PUBLIC SEWER SYSTEM. THE COUNTY HEALTH OFFICER SHALL HAVE THE AUTHORITY TO GRANT ADJUSTMENTS TO THE PRIVATE SEWERAGE EASEMENT. RECORDATION OF A MODIFIED SEWERAGE EASEMENT PLAT SHALL NOT BE REQUIRED.
- 3.) EXACT LENGTH OF SEPTIC TRENCHES IS TO BE DETERMINED BY THE HEALTH DEPARTMENT AT THE TIME OF TRENCH LAYOUT AND INSPECTION. ALL SEPTIC SYSTEMS MUST USE THE "BEST AVAILABLE TECHNOLOGY" AND WILL BE DESIGNED AND VERIFIED BY THE ENGINEER.
- 4.) TOPOGRAPHY SHOWN IS BASED ON HOWARD COUNTY GIS AND VERIFIED BY BENCHMARK ENGINEERING, INC. IN THE VICINITY OF THE PROPOSED SEPTIC EASEMENTS.
- 5.) ALL WELLS AND SEPTIC SYSTEMS LOCATED WITHIN 100' OF THE PROPERTY BOUNDARIES AND 200' DOWNSTREAM OF ANY WELLS AND/OR SEPTIC SYSTEMS WILL BE SHOWN UPON RECEIPT OF INFORMATION REQUEST FROM HEALTH DEPARTMENT.
- 6.) THE PURPOSE FOR THIS PERCOLATION CERTIFICATION PLAN IS TO CREATE SEWAGE DISPOSAL EASEMENTS FOR FUTURE LOTS.
- 7.) ANY CHANGES TO A PRIVATE SEWERAGE EASEMENT SHALL REQUIRE A REVISED PERCOLATION CERTIFICATION PLAN.
- 8.) ALL WELLS MUST BE DRILLED PRIOR TO FINAL RECORDATION OF THE FINAL PLAT AND BEFORE THE RELEASE OF ANY BUILDING PERMIT.

LEGEND

- EXISTING CONTOURS
- EXISTING TREELINE
- LIMIT OF SUBMISSION
- PROPOSED SEPTIC AREA
- EXISTING SEPTIC AREA
- PROPOSED WELL
- EXISTING WELL
- PASSED PERCOLATION TEST HOLE
- FAILED PERCOLATION TEST HOLE
- SOILS DELINEATION

HYDROLOGIC GROUP		NAME
BAW	YES	BALE SILT LOAM, 0 TO 3 PERCENT SLOPES
GBA	B	GLEBELG LOAM, 0 TO 3 PERCENT SLOPES
GBB	B	GLEBELG LOAM, 3 TO 8 PERCENT SLOPES
GBD	B	GLEBELG LOAM, 8 TO 15 PERCENT SLOPES
GBE	B	GLEBELG LOAM, 15 TO 18 PERCENT SLOPES
GBF	B	GLEBELG LOAM, 18 TO 25 PERCENT SLOPES
GBG	B	GLEBELG LOAM, 25 TO 35 PERCENT SLOPES
GBH	B	GLEBELG LOAM, 35 TO 45 PERCENT SLOPES
GBI	B	GLEBELG LOAM, 45 TO 55 PERCENT SLOPES
GBJ	B	GLEBELG LOAM, 55 TO 65 PERCENT SLOPES
GBK	B	GLEBELG LOAM, 65 TO 75 PERCENT SLOPES
GBL	B	GLEBELG LOAM, 75 TO 85 PERCENT SLOPES
GBM	B	GLEBELG LOAM, 85 TO 95 PERCENT SLOPES
GBN	B	GLEBELG LOAM, 95 TO 100 PERCENT SLOPES
GBO	B	GLEBELG LOAM, 100 TO 110 PERCENT SLOPES
GBP	B	GLEBELG LOAM, 110 TO 120 PERCENT SLOPES
GBQ	B	GLEBELG LOAM, 120 TO 130 PERCENT SLOPES
GBR	B	GLEBELG LOAM, 130 TO 140 PERCENT SLOPES
GBS	B	GLEBELG LOAM, 140 TO 150 PERCENT SLOPES
GBT	B	GLEBELG LOAM, 150 TO 160 PERCENT SLOPES
GBT	B	GLEBELG LOAM, 160 TO 170 PERCENT SLOPES
GBT	B	GLEBELG LOAM, 170 TO 180 PERCENT SLOPES
GBT	B	GLEBELG LOAM, 180 TO 190 PERCENT SLOPES
GBT	B	GLEBELG LOAM, 190 TO 200 PERCENT SLOPES

* INDICATES HYDRIC SOILS
** HIGHLY ERODIBLE, K>0.35, AND/OR 15% OR GREATER SLOPES
TAKEN FROM THE NRCS WEB SOIL SURVEY, AUGUST 2014.



I CERTIFY THAT THE INFORMATION SHOWN HEREON IS BASED ON FIELD WORK PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND IS CORRECT, TO THE BEST OF KNOWLEDGE AND BELIEF.

J. CHRIS OGLE
PLAN PREPARER
FOR BENCHMARK ENGINEERING INC.

APPROVED FOR PRIVATE WATER AND SEWERAGE SYSTEM
HOWARD COUNTY HEALTH DEPARTMENT

HOWARD COUNTY HEALTH OFFICER
DATE

BENCHMARK
ENGINEERS & LAND SURVEYORS & PLANNERS
ENGINEERING, INC.
8480 BALTIMORE NATIONAL PIKE & SUITE 315 & ELLICOTT CITY, MARYLAND 21043
(P) 410-465-0105 (F) 410-465-0444
WWW.BEI-CIVILENGINEERING.COM

THE PURPOSE OF THIS PLAN IS TO REVISED THE LOT LAYOUT AND WELL LOCATIONS TO THE PREVIOUSLY APPROVED PERCOLATION CERTIFICATION PLAN SIGNED BY THE HEALTH OFFICER DATED 5.8.15.

OWNER/DEVELOPER:	PROJECT:
PAUL S. DI MARCO 3844 QUARRY AVE. BALTIMORE, MD 21211 443-668-0100	STREAKER PROPERTY
LOCATION:	TAX MAP 9 AND 15, GRID 21, PARCEL 328 3rd ELECTION DISTRICT 1751 S. UNDERWOOD RD WEST FRIENDSHIP, MD 21794 HOWARD COUNTY, MARYLAND
TITLE:	REVISED PERCOLATION CERTIFICATION PLAN
DATE:	JUNE, 2015
PROJECT NO.	2661
DRAFT: JCO	DESIGN: CAM
CHECK: CAM	SCALE: AS SHOWN
SHEET	1 OF 1



Office of the Health Officer

7178 Columbia Gateway Drive, Columbia, MD 21046-2147

Main: 410-313-6300 | Fax: 410-313-6303

TDD 410-313-2323 | Toll Free 1-866-313-6300

www.hchealth.org

Facebook: www.facebook.com/hocohealth

Twitter: HowardCoHealthDep

Maura J. Rossman, M.D., Health Officer

TO: C/O John Carney
Benchmark Engineering, Inc.

CC: Paul DiMarco

FROM: Dana Bernard, R.E.H.S./L.E.H.S.
Environmental Specialist II
Well and Septic Program
Development and Coordination

RE: Streaker Property
1751 Underwood Road
Percolation Certification Plan

DATE: July 10, 2015

The following comments apply to the plan prepared by Benchmark Engineering Inc.
Applicant is advised to revise and resubmit.

↓ You have two choices for the revision process:

- a. Relocate your well sites because of the down gradient issues or
- b. Request a variance.

If you decide to request a variance, we need to get MDE approval for the down gradient wells **before the percolation certification plan can be approved**. We will recommend a variance to MDE and they usually go along with our recommendation. If you choose to go the variance route a variance note should be added to your general note section stating the following:

Maryland Department of the Environment has accepted our variance request under the *Code of Maryland Regulations 26.04.02.05 (C)* to allow: the proposed sewage disposal system serving on the Streaker (1751 Underwood Road) to be located up gradient from the existing private water wells on lots 2 and 3. Due to the landscape position of the sewage areas and well, the request was approved subject to the following conditions:

1. An advanced pretreatment system which utilizes best available technology to perform nitrogen reduction and low pressure dosing must be installed on the sewage disposal system at 1751 Underwood Road. In addition, ongoing maintenance is required. An agreement acknowledging the need for maintaining a service contract with an authorized service provider must be recorded in the Howard County Land Records for this lot within 30 days after plat recordation. Building permit applications for the respective lot will not be approved until such an agreement is recorded. Before a septic system installation permit is released for the advanced pre-treatment system, a site plan must be submitted with all necessary details for installation of the system.

2. The well on the subject parcels must be constructed using a steel well casing, which must be installed to a minimum depth of 50' below ground surface or 10' into competent bedrock; whichever is deeper.

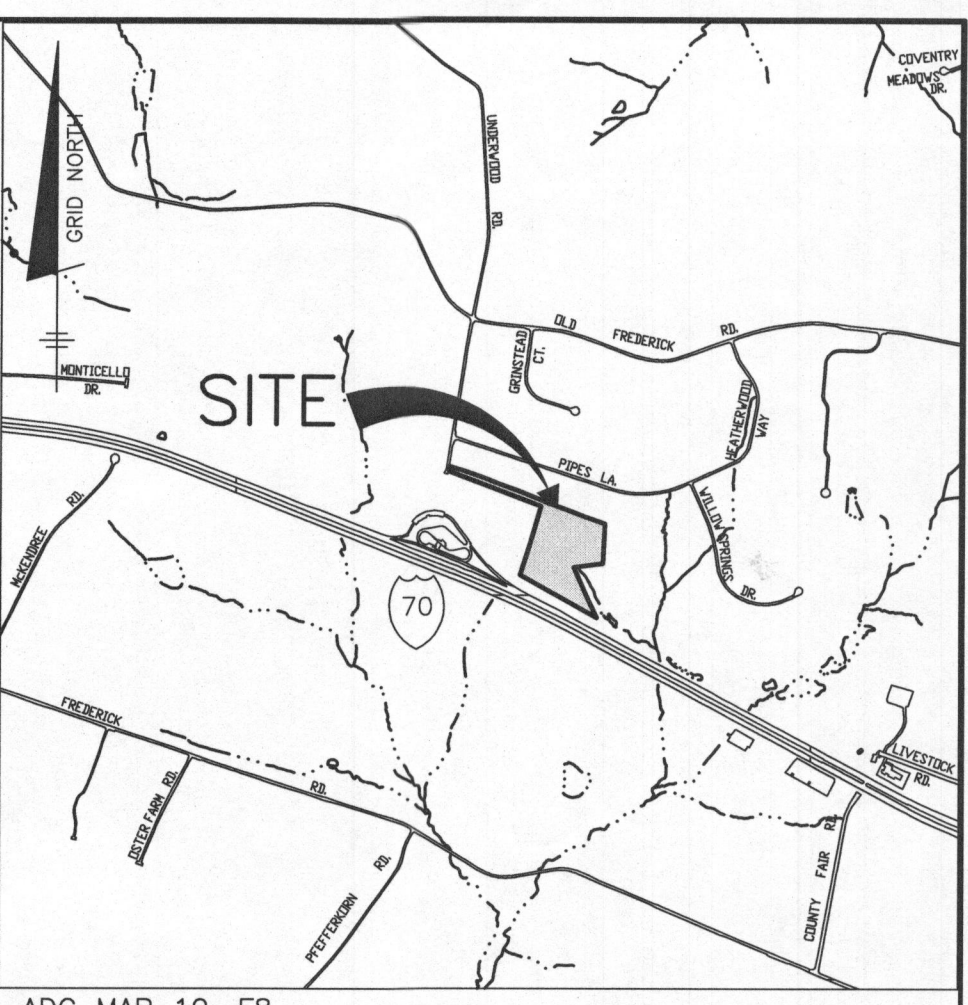
The next step in this process is to submit a Percolation Certification Plan to confirm the redesign of the septic reserve area and submit a variance request signed by the homeowner if you choose this route.

If you have any questions regarding this evaluation or requirements for the Percolation Certification Plan revision, please contact me at the above address or by telephone at (410) 313-2775.

Sincerely,



Dana Bernard, R.E.H.S./L.E.H.S
Environmental Specialist II
Bureau of Environmental Health,
Well and Septic Program
Phone (410) 313-2775
Fax (410) 313-2648
E-mail: DBernard@howardcountymd.gov



VICINITY MAP
SCALE: 1" = 2000'

GENERAL NOTES

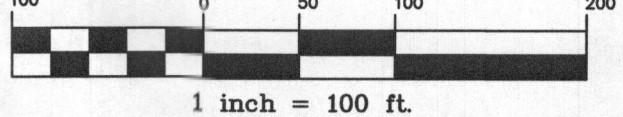
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LEGEND

- | | |
|----------------------|------------------------------|
| EXISTING CONTOURS | PROPOSED WELL |
| EXISTING TREELINE | EXISTING WELL |
| LIMIT OF SUBMISSION | PASSED PERCOLATION TEST HOLE |
| PROPOSED SEPTIC AREA | FAILED PERCOLATION TEST HOLE |
| EXISTING SEPTIC AREA | SOILS DELINEATION |

SOILS CHART - SOIL SURVEY HOWARD COUNTY, MARYLAND PAGE 4			
SYMBOL	HYDRIC	HYDROLOGIC GROUP	ALTERNATE GROUP
BAY	YES		
GPA	YES		
GMB	YES		
GMC	YES		
GMP	YES		
MAC	YES		

* INDICATES HYDRIC SOILS
** HIGHLY ERODIBLE, K<0.35, AND/OR 15% OR GREATER SLOPES
TAKEN FROM THE NRCS WEB SOIL SURVEY, AUGUST 2014.



I CERTIFY THAT THE INFORMATION SHOWN HEREON IS BASED ON FIELD WORK PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND IS CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

J. CHRIS OGLE
PLAN PREPARER
FOR BENCHMARK ENGINEERING INC.

APPROVED FOR PRIVATE WATER AND SEWERAGE SYSTEM
HOWARD COUNTY HEALTH DEPARTMENT
DATE 5/3/2018

BENCHMARK
ENGINEERS • LAND SURVEYORS • PLANNERS
ENGINEERING, INC.

8450 BALTIMORE NATIONAL PIKE & SUITE 315 • ELICOTT CITY, MARYLAND 21043
(P) 410-465-8109 (F) 410-465-6644
WWW.BEI-CVLENGINEERING.COM

OWNER/DEVELOPER:

PAUL S. DI MARCO
3844 QUARRY AVE.
BALTIMORE, MD 21211
443-668-0100

PROJECT:

STREAKER PROPERTY

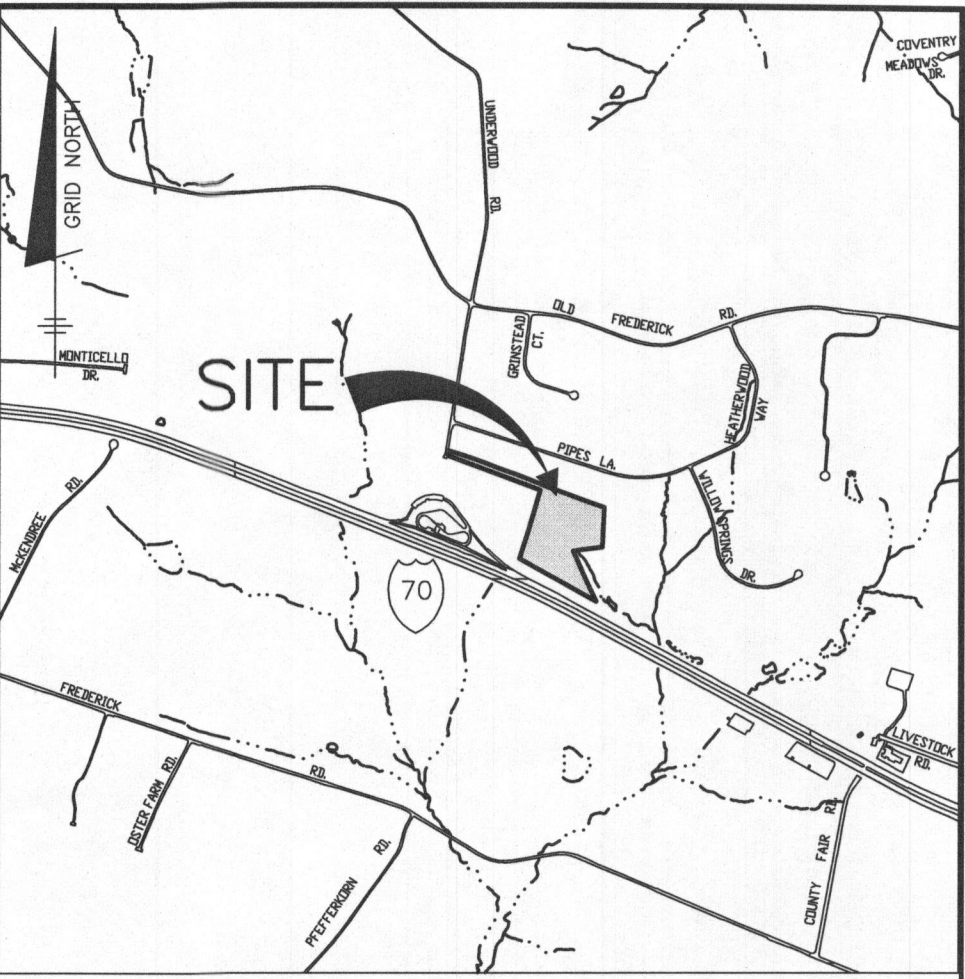
LOCATION: TAX MAP 9 AND 15, GRID 21, PARCEL 328

3rd ELECTION DISTRICT
1751 S. UNDERWOOD RD
WEST FRIENDSHIP, MD 21794
HOWARD COUNTY, MARYLAND

TITLE: PERCOLATION CERTIFICATION PLAN

DATE: APRIL, 2015 PROJECT NO. 2661

DRAFT: JCO DESIGN: CAM CHECK: CAM SCALE: AS SHOWN SHEET 1 OF 1



ADC MAP 10, F8
VICINITY MAP
SCALE: 1" = 2000'

GENERAL NOTES

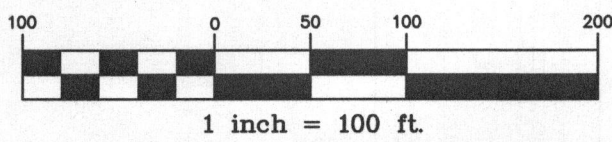
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- 7.) ANY CHANGES TO A PRIVATE SEWAGE EASEMENT SHALL REQUIRE A REVISED PERCOLATION CERTIFICATION PLAN.
- 8.) AN ADVANCED PRE-TREATMENT SYSTEM, WHICH UTILIZES CURRENTLY ACCEPTABLE TECHNOLOGY TO PERFORM NITROGEN REDUCTION, MUST BE INSTALLED ON THE SEPTIC SYSTEMS FOR LOTS 16 AND 21-25 DUE TO PERMITTING REQUIREMENTS. THESE ADVANCED PRETREATMENT SYSTEMS SHALL BE LIMITED TO THE SYSTEMS THAT HAVE COMPLETED AND PASSED THEIR FIELD VERIFICATION AS DETERMINED BY MDE AND LISTED IN THE WEBSITE FOR BAY RESTORATION FUND (BRF) BEST AVAILABLE TECHNOLOGY FOR REMOVING NITROGEN FROM ONSITE SYSTEMS. A SUPPLEMENTAL SITE PLAN WITH ALL OF THE NECESSARY DETAILS FOR INSTALLATION OF THE SEPTIC SYSTEM WILL BE REQUIRED PRIOR TO THE RELEASE OF THE BUILDING PERMIT AND SYSTEM INSTALLATION PERMIT.

LEGEND

- EXISTING CONTOURS
- EXISTING TREELINE
- LIMIT OF SUBMISSION
- PROPOSED SEPTIC AREA
- EXISTING SEPTIC AREA
- PROPOSED WELL
- PERCOLATION TEST HOLE
- SOILS DELINEATION

SOILS CHART - SOIL SURVEY HOWARD COUNTY, MARYLAND PAGE 4			
SYMBOL	HYDRIC	HYDROLOGIC GROUP	ALTERNATE GROUP
Ba*	YES	D	
Ga*	YES	B	
Gb*	YES	B	
Gc*	YES	B	
Gd*	YES	B	
Gh*	YES	D	
Ma*	YES	B	

* INDICATES HYDRIC SOILS
** HIGHLY ERODIBLE, K>0.35, AND/OR 15% OR GREATER SLOPES
TAKEN FROM THE NRCS WEB SOIL SURVEY, AUGUST 2014.



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JOHN M. CARNEY, P.E.,
PLAN PREPARER
FOR BENCHMARK ENGINEERING, INC.

APPROVED FOR PRIVATE WATER AND SEWERAGE SYSTEM
HOWARD COUNTY HEALTH DEPARTMENT

HOWARD COUNTY HEALTH OFFICER
DATE

BENCHMARK

ENGINEERS & LAND SURVEYORS & PLANNERS

ENGINEERING, INC.

8480 BALTIMORE NATIONAL, PRE & SUITE 315 A ELLICOTT CITY, MARYLAND 21043
(P) 410-465-6105 (F) 410-465-6644
WWW.BE-CVLENGINEERING.COM

OWNER/DEVELOPER:

PAUL S. DI MARCO
3844 QUARRY AVE.
BALTIMORE, MD 21211
443-668-0100

PROJECT:

STREAKER PROPERTY
LOTS 1-4

LOCATION:

TAX MAP 9, GRID 21, PARCEL 328
3rd ELECTION DISTRICT
1751 S. UNDERWOOD RD
WEST FRIENDSHIP, MD 21794
HOWARD COUNTY, MARYLAND

TITLE:

PERCOLATION TEST PLAN

DATE: JANUARY, 2015

PROJECT NO. 2661

DRAFT: EDD DESIGN: CM CHECK: JC

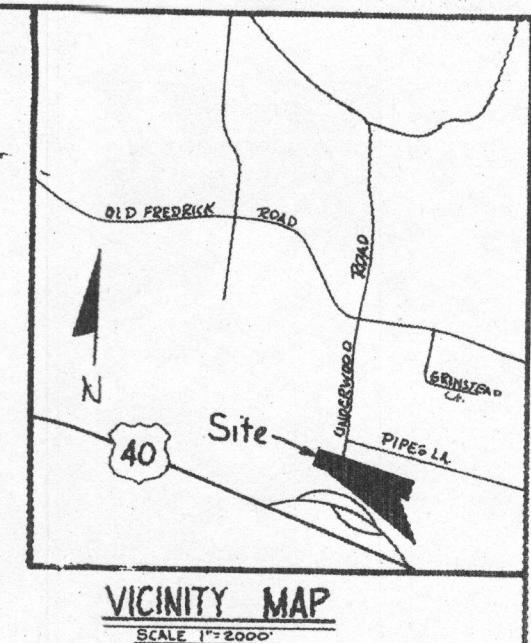
SCALE: AS SHOWN

SHEET 1 OF 1

COORDINATES		
NO	NORTH	EAST
1	541627.146	805582.280
2	541026.721	807441.964
3	540616.175	807424.206
4	540568.846	807136.747
5	539931.150	807528.812
6	540055.776	807296.647
7	540063.819	807281.636
8	540509.405	806478.114
9	541314.085	805602.372
10	541399.040	805386.260

COORDINATES ARE BASED ON
HOWARD COUNTY CONTROL
MONUMENT # 3735001 # HOWARD
COUNTY INTERSECTION STATION #3

PLAT-C.M.P. NO. 563S



F.J. PIPES
170/446

ANNANDALE
SEC. 1 PLAT 3704

ANNANDALE
SEC. 2 PLAT 3874

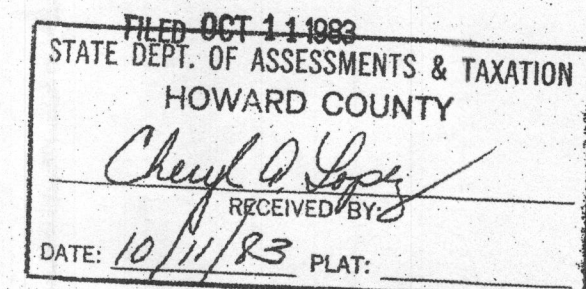
NOTES:

- THIS AREA DESIGNATES A PRIVATE SEWAGE EASEMENT OF 10,000 SQUARE FEET AS REQUIRED BY MARYLAND STATE DEPARTMENT OF HEALTH AND MENTAL HYGIENE FOR INDIVIDUAL SEWAGE DISPOSAL. IMPROVEMENTS OF ANY NATURE IN THIS AREA ARE RESTRICTED UNTIL PUBLIC SEWAGE IS AVAILABLE. THESE EASEMENTS SHALL BECOME NULL AND VOID UPON CONNECTION TO A PUBLIC SEWAGE SYSTEM. THE COUNTY HEALTH OFFICER SHALL HAVE THE AUTHORITY TO GRANT VARIANCES FOR ENCROACHMENTS INTO THE PRIVATE SEWAGE EASEMENT. RECORDATION OF A MODIFIED SEWAGE EASEMENT SHALL NOT BE NECESSARY.
- PLAN SUBJECT TO V.P. 84-09
- REFUSE COLLECTION, SNOW REMOVAL AND ROAD MAINTENANCE ARE PROVIDED TO THE JUNCTION OF THE FLAG OR PIPE STEM LOT DRIVEWAY.
- SUBJECT PROPERTY ZONED "R" PER OCTOBER 3, 1977 COMPREHENSIVE ZONING PLAN.

G.W. BOWMAN
242/494

NOTE:

THE PURPOSE OF THIS SUBDIVISION IS TO COMPLY WITH A DECREE OF THE CIRCUIT COURT FOR HOWARD COUNTY, EQUITY NO. 9651, DATED DECEMBER 27, 1976, AND THE AMENDED CONSENT DECREE SIGNED BY JUDGE CICONE ON SEPTEMBER 27, 1978.



Total number of parcels 2
Total area of parcels 31.437 Ac.
Total area of subdivision 31.437 Ac.

APPROVED: For private water and private sewerage systems.
Howard County Health Department

Joseph B. Jones 10-4-83
County Health Officer Date

APPROVED: Howard County Office of Planning and Zoning

William E. Streaker 10-11-83
Director, ACTING Date

APPROVED: For storm drainage systems and public roads.

Howard County Department of Public Works

Thomas R. Dittman 10-11-83
Director Date

OWNER'S CERTIFICATE

We, Howard Streaker, Jr. and William Streaker owners of the property shown and described hereon, hereby adopt this plan of subdivision, and in consideration of the approval of this Final Plat by the Office of Planning and Zoning, establish the minimum building restriction lines and grant unto Howard County, Maryland, its successors and assigns, (1) the right to lay, construct and maintain sewers, drains, water pipes and other municipal utilities and services, in and under all roads and street right-of-ways and the specific easement areas shown hereon; (2) the right to require dedication for public use the beds of the streets and/or roads and floodplains and open space where applicable, and for goods and other valuable considerations, hereby grant the right and option to Howard County to acquire the fee simple title to the beds of the streets and/or roads and floodplains, storm drainage facilities and open space where applicable; (3) the right to require dedication of waterways and drainage easements for the specific purpose of their construction, repair and maintenance; and (4) that no building or similar structure of any kind shall be erected on or over the said easements and right-of-ways.

Witness our hand this 11 day of June, 1979

Witness to both signatures *Thomas R. Dittman*

SURVEYOR'S CERTIFICATE

I hereby certify that the final plat shown hereon is correct; that it is a subdivision of part of the lands conveyed. By Rachel Streaker Jones to Howard Streaker, Jr. and William Streaker by deed dated April 21, 1969 and recorded in the Land Records of Howard County in Liber 508, Folio 244 and that all monuments are in place as shown in accordance with the annotated code of Maryland, as amended.

Thomas R. Dittman
Date

Thomas R. Dittman
THOMAS R. DITTMAN # 220

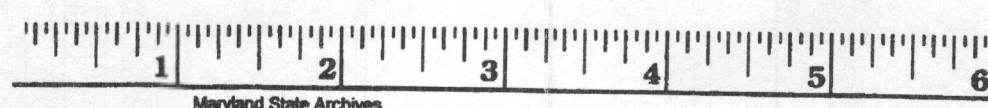
STREAKER PROPERTY

THIRD ELECTION DISTRICT
HOWARD COUNTY, MARYLAND

SCALE: 1"=200'
MAY, 1979

Dittman-Oheim Assoc., Inc.
Land Surveyors
Construction Surveyors
5697 Park Avenue
Ellicott City, Md.
21043
301-465-6346

OWNER & DEVELOPER
William E. Streaker
13,300 Frederick Rd.
West Friendship, Md. 21794



Maryland State Archives



Howard County Department Of Planning And Zoning

3430 Courthouse Drive + Ellicott City, Maryland 21043 + 410-313-2350

Marsha S. McLaughlin, Director

www.co.ho.md.us

FAX 410-313-3467

TDD 410-313-2323

Mr. Howard F. Streaker, Jr.
13370 Maryland Route 144
West Friendship, Md. 21794

August 19, 2014

Re: Streaker Property, Parcel 2, Plat No. 5635, Tax Map 9, Grid No. 20, Parcel 328

Dear Mr. Streaker:

This correspondence is a follow-up to our meeting of June 17, 2014 concerning the subdivision of your property known as Parcel 2 of the Streaker Property, Plat No. 5635 as referenced above. As you recall our discussion involved the possible resubdivision of Parcel 2 as a "Minor Subdivision" (4 lots or less) and the County's application of State Senate Bill 236, "The Sustainable Growth and Agricultural Preservation Act of 2012" as adopted by the State of Maryland. The Howard County Office of Law has confirmed that our interpretation that a resubdivision which creates 5 or more total residential building lots from the original parcel of land (at one time or on a lot by lot basis over an extended period of time) is considered a major subdivision and would be subject to SB-236 and therefore, not permitted on property designated as Tier IV. The subject property is zoned "RC-DEO" and is located in the County's designated Tier IV Growth Area, which under the State adopted SB-236 permits only "Minor Subdivisions" on private well and septic systems as of July 1, 2012.

However, because of the unique circumstances requiring the original subdivision of the subject property into two parcels as mandated by a Court ordered Consent Decree (Equity No. 9651 dated December 27, 1976) which had ordered an equal division of the property between the two brothers, this Department is willing to consider the processing of a Waiver Petition application for a waiver to Section 16.108(b)(46), "Definition of a Resubdivision" as a possible remedy to allow the proposed resubdivision so that substantial justice may be applied in this unique case only. The request would be to allow a resubdivision plat to be approved and recorded by allowing the resubdivision of Parcels 1 and 2 of the Streaker Property to be considered as two separate "Minor Subdivisions", one for each brother based on the court ordered property division for the purposes of the application of SB-236 due to the unique circumstances of this case.

Please include a copy of this letter with any future correspondence, plan or waiver petition submittals. If you have any questions regarding this letter or the waiver petition application process, please contact Kent Sheubrooks at (410) 313-4390 or at ksheubrooks@howardcountymd.gov.

Sincerely,

Marsha McLaughlin, Director
Department of Planning and Zoning

LKS/T:dpz/shared/dld/kent/streakerproperty07-17-14

cc: Mary Kay Sigaty, County Council
Greg Fox, County Council
Paul Johnson, Office of Law

Mary Clay,
Karen Knight
Tim Feaga

This Deed, MADE THIS 17th day of FEBRUARY

in the year one thousand nine hundred and eighty-four
HOWARD STREAKER, JR.

by and between

of Howard County, State of Maryland, party
WILLIAM E. STREAKER, party

of the first part, and

of the second part.

WITNESSETH, That in consideration of the sum of FIVE DOLLARS (\$5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged,
(NO MONETARY CONSIDERATION)

the said Howard Streaker, Jr.

RECD FEE 12.50
DEED 12835 H
#62558 C465 R02 T13:52
H03/5/84

does grant and convey to the said William E. Streaker, his heirs,

personal representatives/successors and assigns, in fee simple, all that
lot of ground situate in Third Election District, Howard County,
State of Maryland
and described as follows, that is to say:

All that lot situate in the Third Election District of Howard County and shown as Parcel 1 on a plat entitled "Streaker Property" and recorded as Plat CMP No. 5635 among the Plat Records of Howard County.

Being part of the property conveyed from Rachel Streaker Jones to Howard Streaker, Jr. and William E. Streaker, co-partners, trading as Streaker Brothers, a partnership, by deeds dated April 21, 1969, and recorded in Liber 508, pages 244 and 248 of the Land Records of Howard County.

For further title see Equity Case No. 9651 in which by an Amended Consent Decree dated September 27, 1978, the Circuit Court ordered that the approximately 33 acres north of Route 70 be divided equally between William E. Streaker and Howard Streaker, Jr.

Both Parcels 1 and 2 are to have access to Underwood Road, however nothing in this conveyance implies that parcel 1 shall have any access to or easement over or right-of-way in that 50 foot wide and 1,062.86 foot long strip of land which is part of parcel 2 and which forms part of the northern boundary of parcel 1, and any such easement is expressly denied by these presents."

All Taxes on Assessments certified to the Collector of Taxes for Howard County, Md. by 3-2-84 have been paid. This statement is for the purpose of permitting recordation and is not assurance against further taxation over for prior periods, nor does it guarantee satisfaction of outstanding tax bills. YLR

03-296946

Received for Transfer
State Department of Assessments & Taxation
Howard County

Bonnie Lee 3/3/84
Transfer Clerk Date:

Agricultural Transfer Tax in the
Amount of \$ N/A

Signature Bonnie Lee

12.50

Together with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To HAVE AND TO HOLD the said described lot of ground and promises to the said William E. Streaker, his heirs,

personal representatives ~~XXXXXX~~

and assigns, in fee simple.

And the said part Y of the first part hereby covenants that he not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property hereby granted; and that he will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor

Test:

Erin MacChesnut

Howard F. Streaker, Jr. (SEAL)
Howard Streaker, Jr.

(SEAL)

STATE OF MARYLAND, *Howard County*, to wit:

I HEREBY CERTIFY, That on this *14th* day of *FEBRUARY*, in the year one thousand nine hundred and *eighty-four*, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared

HOWARD STREAKER, JR. known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and



Erin MacChesnut
Notary Public

My Commission expires:

2/1/86

Filed to: Valley & Valley, Inc.

DEED OF TRUST

THIS DEED OF TRUST is made this 28th day of FEBRUARY, 1984, among the Grantor, WILLIAM E. STREAKER and MARY ANN STREAKER, husband and wife,* MARLIN L. RITTASE (herein "Borrower"), DOROTHY E. FLEMING and WESTMINSTER BANK & TRUST COMPANY OF CARROLL COUNTY (herein "Trustee"), and the Beneficiary, WESTMINSTER BANK & TRUST COMPANY OF CARROLL COUNTY, a corporation organized and existing under the laws of State of Maryland, whose address is 71 East Main Street, Westminster, Maryland 21157 (herein "Lender").

*Bruce E. Menz and Nancy E. Menz, husband and wife, join herein to guarantee payment of of the indebtedness secured by this Deed of Trust.

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, Irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of HOWARD, State of Maryland:

All that lot situate in the Third Election District of Howard County and shown as Parcel 1 on a plat entitled "Strenker Property" and recorded as Plat C.M.P. No. 5635 among the Plat Records of Howard County.

Being part of the property conveyed from Rachel Streaker Jones to Howard Streaker, Jr. and William Streaker, Co-partners, trading as Streaker Brothers, a partnership, by deeds dated April 21, 1969, and recorded in Liber 508, pages 244 and 248 of the Land Records of Howard County.

For further title see Equity Case No. 9651 entitled "William E. Streaker, Plaintiff, vs. Howard S. Streaker, Jr., Defendant", in which by an Amended Consent Decree dated September 27, 1978, the Circuit Court ordered that the approximately 33 acres lying north of Route 70 be divided equally between William E. Streaker and Howard Streaker, Jr.

RECD FEE 23.50
RCRD TAX 264.00
MORGAGE 12936 #
#62559 C465 R02 T13:53
H03/5/84

which has the address of _____

(State and Zip Code) (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated _____ (herein "Note"), in the principal sum of SIXTY THOUSAND and 00/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on _____; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property; that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

HOWARD COUNTY CIRCUIT COURT (Land Records) CMP 1232, p. 0397, MSA, CE53, 1218. Date available 11/20/2003. Printed 09/06/2014.

23.50
264.00
287.50
MARYLAND-1 to 4 Family-7/76-FNMA/FHLMC UNIFORM INSTRUMENT

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Changes; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Deed of Trust; Governing Law; Severability.** This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail written notice of sale to Borrower in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender, or Lender's designee, may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, Trustee's fees of . . . % of the gross sale price, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced in accordance herewith to protect the security of this Deed of Trust, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall release this Deed of Trust without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. One Trustee may act on behalf of Lender in the event of foreclosure.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

William E. Streaker (Seal)
 WILLIAM E. STREAKER Borrower
Mary Ann Streaker (Seal)
 MARY ANN STREAKER (Seal)
Nancy C. Menz (Seal)
 NANCY C. MENZ (Seal)

STATE OF MARYLAND, County ss:

I Hereby Certify, That on this day of FEBRUARY, 1984, before me, the subscriber, a Notary Public of the State of Maryland, ~~XXXXXX~~ William E. Streaker, Mary Ann ~~XXXXXXXXXX~~ Streaker, Bruce E. Menz, and Nancy E. Menz, known to me or satisfactorily proven to be the person(s) whose name(s) subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

As Witness: my hand and notarial seal.

My Commission expires: 7/1/86

Patrick D. Malloy
 Notary Public



STATE OF MARYLAND, County ss:

I Hereby Certify, That on this 28th day of FEBRUARY, 1984, before me, the subscriber, a Notary Public of the State of MARYLAND, and for the Baltimore County, personally appeared DOROTHY E. FLEMING, VICE PRESIDENT, the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the amount of the loan secured by the foregoing Deed of Trust was disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

As Witness: my hand and notarial seal.

My Commission expires: 7/1/86

Patrick D. Malloy
 Notary Public



(Space Below This Line Reserved For Lender and Recorder)

Filed to Malloy & Malloy, Esq.



Howard County Department Of Planning And Zoning

3430 Courthouse Drive + Ellicott City, Maryland 21043 + 410-313-2350

Marsha S. McLaughlin, Director

www.co.ho.md.us
FAX 410-313-3467
TDD 410-313-2323

Mr. Howard F. Streaker, Jr.
13370 Maryland Route 144
West Friendship, Md. 21794

August 19, 2014

Re: Streaker Property, Parcel 2, Plat No. 5635, Tax Map 9, Grid No. 20, Parcel 328

Dear Mr. Streaker:

This correspondence is a follow-up to our meeting of June 17, 2014 concerning the subdivision of your property known as Parcel 2 of the Streaker Property, Plat No. 5635 as referenced above. As you recall our discussion involved the possible resubdivision of Parcel 2 as a "Minor Subdivision" (4 lots or less) and the County's application of State Senate Bill 236, "The Sustainable Growth and Agricultural Preservation Act of 2012" as adopted by the State of Maryland. The Howard County Office of Law has confirmed that our interpretation that a resubdivision which creates 5 or more total residential building lots from the original parcel of land (at one time or on a lot by lot basis over an extended period of time) is considered a major subdivision and would be subject to SB-236 and therefore, not permitted on property designated as Tier IV. The subject property is zoned "RC-DEO" and is located in the County's designated Tier IV Growth Area, which under the State adopted SB-236 permits only "Minor Subdivisions" on private well and septic systems as of July 1, 2012.

However, because of the unique circumstances requiring the original subdivision of the subject property into two parcels as mandated by a Court ordered Consent Decree (Equity No. 9651 dated December 27, 1976) which had ordered an equal division of the property between the two brothers, this Department is willing to consider the processing of a Waiver Petition application for a waiver to Section 16.108(b)(46), "Definition of a Resubdivision" as a possible remedy to allow the proposed resubdivision so that substantial justice may be applied in this unique case only. The request would be to allow a resubdivision plat to be approved and recorded by allowing the resubdivision of Parcels 1 and 2 of the Streaker Property to be considered as two separate "Minor Subdivisions", one for each brother based on the court ordered property division for the purposes of the application of SB-236 due to the unique circumstances of this case.

Please include a copy of this letter with any future correspondence, plan or waiver petition submittals. If you have any questions regarding this letter or the waiver petition application process, please contact Kent Sheubrooks at (410) 313-4390 or at ksheubrooks@howardcountymd.gov.

Sincerely,

Marsha McLaughlin, Director
Department of Planning and Zoning

LKS/T:dpz/shared/dld/kent/streakerproperty07-17-14

cc: Mary Kay Sigaty, County Council
Greg Fox, County Council
Paul Johnson, Office of Law

Mary Clay,
Karen Knight
Tim Feaga

COORDINATES		
NO	NORTH	EAST
1	541627.146	805582.280
2	541026.721	807441.964
3	540616.175	807424.206
4	540568.816	807136.747
5	539931.150	807528.812
6	540055.716	807296.647
7	540063.819	807281.636
8	540509.429	806478.114
9	541317.285	805602.372
10	541399.040	805386.260

COORDINATES ARE BASED ON
HOWARD COUNTY CONTROL
MONUMENT # 5735001 & HOWARD
COUNTY INTERSECTION STATION #3

Maryland State Archives

Total number of parcels 2
Total area of parcels 31.437 Ac.
Total area of subdivision 31.437 Ac.

APPROVED: For private water and private sewerage systems.
Howard County Health Department

James B. Jones 10-4-83
County Health Officer Date

APPROVED: Howard County Office of Planning and Zoning

Director Date

APPROVED: For storm drainage systems and public roads.
Howard County Department of Public Works

OWNER'S CERTIFICATE

We, Howard Streaker, Jr. and William Streaker owners of the property shown and described hereon, hereby adopt this plan of subdivision, and in consideration of the approval of this Final Plat by the Office of Planning and Zoning, establish the minimum building restriction lines and grant unto Howard County, Maryland, its successors and assigns, (1) the right to lay, construct and maintain sewers, drains, water pipes and other municipal utilities and services, in and under all roads and street right-of-ways and the specific easement areas shown hereon; (2) the right to require dedication for public use the beds of the streets and/or roads and floodplains and open space where applicable, and for goods and other valuable considerations, hereby grant the right and option to Howard County to acquire the fee simple title to the beds of the streets and/or roads and floodplains, storm drainage facilities and open space where applicable; (3) the right to require dedication of waterways and drainage easements for the specific purpose of their construction, repair and maintenance; and (4) that no building or similar structure of any kind shall be erected on or over the said easements and right-of-ways.

Witness our hand this 11 day of June, 1979
Witness to both signatures

SURVEYOR'S CERTIFICATE

I hereby certify that the final plat shown hereon is correct; that it is a subdivision of part of the lands conveyed. By Rachel Streaker Jones to Howard Streaker, Jr. and William Streaker by deed dated April 21, 1969, and recorded in the Land Records of Howard County in Liber 508, Folio 244 and that all monuments are in place as shown in accordance with the annotated code of Maryland, as amended.

THOMAS E. DITMAN # 220

STREAKER PROPERTY

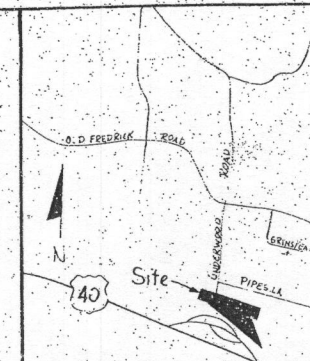
THIRD ELECTION DISTRICT
HOWARD COUNTY, MARYLAND

SCALE: 1" = 200'
MAY, 1979

Ditman-Oheim Assoc., Inc.
Land Surveyors
Construction Surveyors
3697 Park Avenue
Ellicott City, Md.
21043
301-465-6346

OWNER & DEVELOPER
William E. Streaker
13,300 Frederick Rd.
West Friendship, Md. 21794

PLAT C.M.P. NO. 5635



VICINITY MAP
SCALE 1" = 2000'

NOTES:

- THIS AREA DESIGNATES PRIVATE SEWAGE EASEMENT OF 10,000 SQUARE FEET AS REQUIRED BY MARYLAND STATE DEPARTMENT OF HEALTH AND MENTAL HYGIENE FOR INDIVIDUAL SEWAGE DISPOSAL. IMPROVEMENTS OF ANY NATURE IN THIS AREA ARE RESTRICTED UNTIL PUBLIC SEWAGE IS AVAILABLE. THESE EASEMENTS SHALL BECOME NULL AND VOID UPON CONNECTION TO A PUBLIC SEWAGE SYSTEM. THE COUNTY HEALTH OFFICER SHALL HAVE THE AUTHORITY TO GRANT VARIANCES FOR ENCROACHMENTS INTO THE PRIVATE SEWAGE EASEMENT. RECORDATION OF A MODIFIED SEWAGE EASEMENT SHALL NOT BE NECESSARY.
- PLAN SUBJECT TO VP 84-09
- REFUSE COLLECTION, SNOW REMOVAL AND ROAD MAINTENANCE ARE PROVIDED TO THE JUNCTION OF THE FLAG OR PIPE STEM LOT DRIVEWAY
- SUBJECT PROPERTY ZONED "R" PER OCTOBER 3, 1977 COMPREHENSIVE ZONING PLAN.

NOTE:

THE PURPOSE OF THIS SUBDIVISION IS TO COMPLY WITH A DECREE OF THE CIRCUIT COURT FOR HOWARD COUNTY, EQUITY NO. 9651, DATED DECEMBER 27, 1976, AND THE AMENDED CONSENT DECREE SIGNED BY JUDGE CICONE ON SEPTEMBER 27, 1978.

FILED OCT 11 1983
STATE DEPT. OF ASSESSMENTS & TAXATION
HOWARD COUNTY
Cheryl D. Jones
RECEIVED BY
DATE: 10/11/83 PLAT: