

Testimony Urging Denial of Variance Application
799 Cedar Avenue, North Beach, MD

PRO. EXHIBIT# 1
CASE: 2025-0187-V
DATE: 11/20/25

Nancy E. Paltell, Ph.D.
794 Cedar Ave., North Beach, MD, 20714

I write as a concerned citizen asking for the denial of case 2025-0187-V. Please enter the entirety of my written testimony as evidence into the record as though it were delivered verbally. My testimony is organized into four sections:

- I. Four critical area variance criteria NOT met by application 2025-0187-V
- II. Factual errors in the variance application
- III. Other sections of 18-16-305 that should be considered as reasons for denial
- IV. Exhibits containing supporting evidence (photos, diagrams, site plans, further discussion)

I. Four Critical Area Variance Criteria NOT Met by Application 2025-0187-V

1. The applicant seeks to build a very large house within the 100-ft tidal wetlands buffer. Applicant plans to put a 3,940 ft² house, with a footprint of 1452 ft², 5 bedrooms, 3.5 baths, a deck, a patio, and a **two-car garage** on the parcel and wants a variance to allow 70% of the structure to be built within the 100 ft buffer. This is excessive and cannot be considered minimum relief. A house with a smaller footprint would destroy less of the 100 ft-buffer. In their prefile comments, both the Critical Area Team and the Zoning Administration Section urged the applicant to reduce the size of the footprint “in order to comply with the approved standards for a Critical Area variance with regard to minimization of disturbance of the Critical Area buffer.” The applicant chose not to reduce the size of the house. Instead, in their modified application dated Sept. 15, 2025, they attempt to argue their “very modest” footprint compares to other homes on Cedar Ave., but since NONE of the other homes on the street is within the 100-ft buffer, this argument is not applicable. Therefore, **the application fails 18-16-305(c)(1), ‘the variance is the minimum variance necessary to afford relief.’**

- See Exhibit NP1 for a diagram showing 70% of the house would be in the 100-ft buffer.
- See Exhibit NP2 for a comparison to other recent variance requests that were denied because they were not the minimum necessary to afford relief.

2. It fails 18-16-305 (b)(1), “strict implementation of the County’s critical area program...would result in an unwarranted hardship.” Unwarranted hardship is defined as “denied reasonable and significant use” of the property. The applicants want to build a **very large house** with a **2-car garage**, requiring more than 2/3 of the structure to be within the 100-ft buffer. The future home, posted for sale on Zillow in August 2025 with an asking price of \$787,755, was described with words such as “luxurious primary suite with nearly 6-ft shower and a soaking tub” and “gourmet kitchen with ...an oversized island.” Instead, they could build a more modest house that would not disturb the 100-ft. buffer.

With a smaller house, they would enjoy reasonable and significant use of the property. A smaller house could be built closer to the road, outside of the 100-ft buffer, requiring only a setback variance. Although this smaller house would be in the expanded buffer, such

construction is allowed without a variance. An email from Senior Planner Darren Quillen confirms this: “In general, the expanded buffer and original 100' buffer are protected. However, in Code of Maryland Regulations (COMAR) 27.01.09.01E7&8, there is a provision such that if the buffer (original and expanded) occupies more than 75% of the property, they can develop in the expanded buffer region. This occurs when the expanded buffer is due to the presence of hydric or erodible soils, which is the case at 799 Cedar. Therefore, a Variance is required to disturb the 100' buffer ... but they are permitted to develop in the expanded buffer as a result of the referenced provision.” Since Diamondback (Hogan Companies) only paid \$42,500 for lots 16-18, well below market value, a house of any size would deliver a significant profit. Having to settle for a smaller profit is not “unwarranted hardship.”

- See Exhibit NP3 for a photo, diagram and discussion of the smaller, acceptable house that could be built without disturbing the 100-ft buffer.
 - See Exhibit NP4 for a discussion of a recent similar variance that was denied because there was no unwarranted hardship.
3. It fails 18-16-305 (b)(3): Because a smaller home can be built outside the 100-buffer, allowing a large home on this parcel would “confer on applicant a special privilege” that was not conferred on other nearby properties in the critical area. The application references homes built at 811 and 813 Birch Ave. A significant portion of both parcels is in the 100-ft buffer, yet the developers worked to build homes **outside the 100-ft buffer**. Critical area variances were NOT granted to the owners of 811 and 813 Birch, yet applicants claim they should be granted a variance to build at 799 Cedar. Why do we have critical area laws and 100-ft-buffers if a developer can design and build a large home that would be **more than two-thirds in the 100-ft buffer**? See discussion below under the section “Factual Errors in the Variance Application,” paragraph #3.
4. **It fails 18-16-305(b)(7): the applicant has NOT overcome the presumption contained in the Natural Resources Article, 8-1808, of the State Code.** The 100-foot buffer is established to protect critical area tidal wetlands. Hogan Companies just finished building a large house at 801 Cedar Ave., also with a footprint of 1,452 ft². A sizable portion of that first house is in the expanded buffer. Now Hogan Companies wants to put a second house next door, with the second house being entirely in the 100-ft and expanded buffers. Requesting a variance to put 2/3 of a very large house inside the 100-ft buffer does nothing to protect the critical area but rather destroys the protection the 100-ft buffer provides. The burden is on the applicant to prove the variance request overcomes the presumption. Application 2025-0187-V contains no such proof but merely **asserts** the application meets the requirements of 18-16-305 (b) and (c). Clearly the actions of Hogan Companies, trying to build a very large house with a deck, patio, and 2-car garage when a smaller house would deliver an acceptable profit, do not honor the intent of the critical area laws. As the Administrative Hearing Officer stated in a similar recent case, 2024-0040-V, in which the variance request was denied, “Making money is fine, but making it on the back of the environment is not.”

Additionally, it should be noted that in building the house at 801 Cedar Ave., Hogan Companies showed their disregard for the intent of the critical area laws. The mitigation plan called for planting 12 **native** azalea bushes, *Rhododendron canadense*. Instead, they planted 12 Formosa azaleas, which are an Indian hybrid native to JAPAN. They also planted 5 Chinese hollies, which are, according to mdinvasives.org, a non-native INVASIVE holly.

The applicant has NOT shown competent and substantial evidence to overcome the presumption, but rather ignorance of and disregard for the critical area laws.

II. Factual Errors in the Variance Application

1. The applicant cites 806 Birch Ave. as an example of a variance case that is “very similar” to this application. The facts related to 806 Birch Ave. are materially different. The variance granted 806 Birch Ave. is distinguishable from the 799 Cedar Ave. variance request because at 806 Birch Ave., the area outside the 100-ft buffer is at the **back** of the lot, making construction of a house there very difficult – there would be no way to access the property without a variance to build the driveway through the 100-ft. buffer. This is very different from the case at 799 Cedar Ave., where the area outside the 100-ft buffer is at the **front** of the lot, making it easy to build a small house close to the road without disturbing the 100-ft buffer at all. Additionally, the applicant falsely states that for 806 Birch Ave. “the 100’ buffer is shown on their site plan but no expanded buffer and if that were shown their entire site would have been in the expanded buffer also.” This is incorrect. Exhibit 6 of the report for case 2014-0309-V clearly states, “Other than the required 100-foot buffer from the mean high water line from the marsh, no other buffers or expanded buffers exist on the site.” It’s noteworthy that no house was ever built at 806 Birch Ave. – 10 years later it is still a vacant lot, which means NONE of the houses on Birch Avenue is built within the 100-ft buffer.
2. The applicant also cites 1046 Walnut Ave. as a variance case similar to that of 799 Cedar Ave. This case is not on point at all. The property at 1046 Walnut has **non-tidal** wetland in the middle of the parcel, with no room on either side to build a house without infringing on the required 25-ft. buffer. The lot was not buildable without a variance. The applicant falsely states that “if the buffers to the wetlands were properly shown and the expanded buffer shown, this site too would be very similar...” This is incorrect. Anne Arundel County defines “expanded buffer” as the expansion of the 100-ft Critical Area Buffer to contiguous sensitive areas. Since there is no 100-ft buffer on 1046 Walnut, there can be no expanded buffer.
3. In an effort to claim that granting this variance will not confer on the applicant any special privileges, applicant makes false allegations about other properties in the neighborhood. Applicant alleges that two properties on Birch Ave. “abut this tidal wetland and are constructed within the 100’ buffer even though no variances are on file.” The site plans for 811 Birch and 813 Birch clearly show that both were constructed on portions of the lots that are NOT in the 100-ft buffer. **Exhibit NP5 shows the site plans.** No variances are on file because none was required -- the developers took pains to honor the critical area laws. Applicant also cites homes at 1040, 1038 and 1095 Walnut Ave. as examples of homes built within the 100-ft buffer “with no variances on file.” All three dwellings were **built** in 1930, long before the critical area laws went into effect! Applicant seems to be saying, “Since these five property owners got special privileges, so should we,” when in fact **none** of the five property owners got special privileges – they all followed the laws in effect at the time the homes were built.
4. Applicant states the proposed house is a “shot gun” style home. The design of the home as described in the building permit application and shown in the site plan materially differs from the accepted definition of a shotgun style home. A shotgun home is a type of architecture where the rooms are arranged one behind the other with no halls in between and doors at

each end of the house. They are typically rectangular homes no more than about 12 feet wide. The proposed house is 33' x 44'. And the floor plans of 799 Cedar Ave., already posted on Zillow, show numerous halls between the rooms.

5. In claiming that the proposed house will not alter the essential character of the neighborhood, applicant states it is a typical 2-story colonial with a garage. This completely contradicts applicant's earlier claim that the house is a shotgun style house. Per floor plans and elevations posted on Zillow, this is a 3-story house with a 2-car garage.

III. Other sections of 18-16-305 that should be considered as reasons for denial

The application fails 18-16-305(b)(2). Many property owners on Cedar Avenue built and are enjoying small houses in the critical area, without having been granted variances. Because a small home not requiring a critical area variance could be built at 799 Cedar Ave., denying the requested variance would **not** "deprive the applicant of rights commonly enjoyed by other properties...."

Minimizing the encroachment into the buffer would minimize the environmental impact on this sensitive marsh environment. As a volunteer with the Maryland Bald Eagle Nest Monitoring Program, I have been assigned to monitor the bald eagles' nest across the street from the subject property (behind my house). It is an active nest with an adult pair of eagles tending to eggs each year (See Exhibit NP6 for photo). Many fail to realize that habitat for eagles is more than just the tree where they nest. These eagles actively use the tall trees located in the 100-foot buffer of 799 Cedar Ave. to fish. From their vantage point high above the marsh, they can rest and look for fish in the marsh (their eyesight is incredible). See photos in Exhibit NP6, taken on two consecutive days. Replacing the tall trees with hydrangea bushes and saplings does nothing to help these eagles. It would do irreparable harm to the bald eagle habitat. Also note the "Environmental Review for 799 Cedar Avenue," in which the Wildlife and Heritage Service determined that this parcel is within a habitat protection area. Two rare breeding species, the King Rail and the Least Bittern, make their homes here, and the Environmental Review Coordinator states that "Conservation of the marsh habitat that supports these species is important." Destroying the tall trees in the 100-foot buffer would "adversely impact fish, wildlife, or plant habitat," thus the variance request fails 18-16-305 (b)(5).

The application fails 18-16-305(b)(4), because the variance request IS "based on conditions or circumstances that are the result of actions by the applicant." Two developers, Hogan Companies and Frank Ruff, took a 5-lot parcel that could support one house without a variance, and through the lot merger process carved off the 2-lot parcel that could support one of the large houses they planned to build. This left behind a 3-lot parcel that could not support the second 3,940 ft² house they planned to build unless they requested a variance.

- See Exhibit NP7 for discussion of the data that supports the conclusion that the application fails 18-16-305(b)(4).

Conclusion

For the multiple failures to meet the requirements for a critical area variance, I urge that the requested variance be denied. HOGAN should do the right thing and put the entirety of 799 Cedar Avenue into Forest Conservation Easement as should have been done at the time of the lot mergers.

IV. Exhibits containing supporting evidence (photos, diagrams, site plans, similar variance cases, further discussion)

Exhibit NP1 — Majority of the House in the 100-ft Buffer

The applicant is asking that a **substantial** portion of the house be located within the 100-foot buffer. See the diagram below. Fully 70% of the structure, more than two-thirds, will be within the 100-ft buffer. This is excessive!

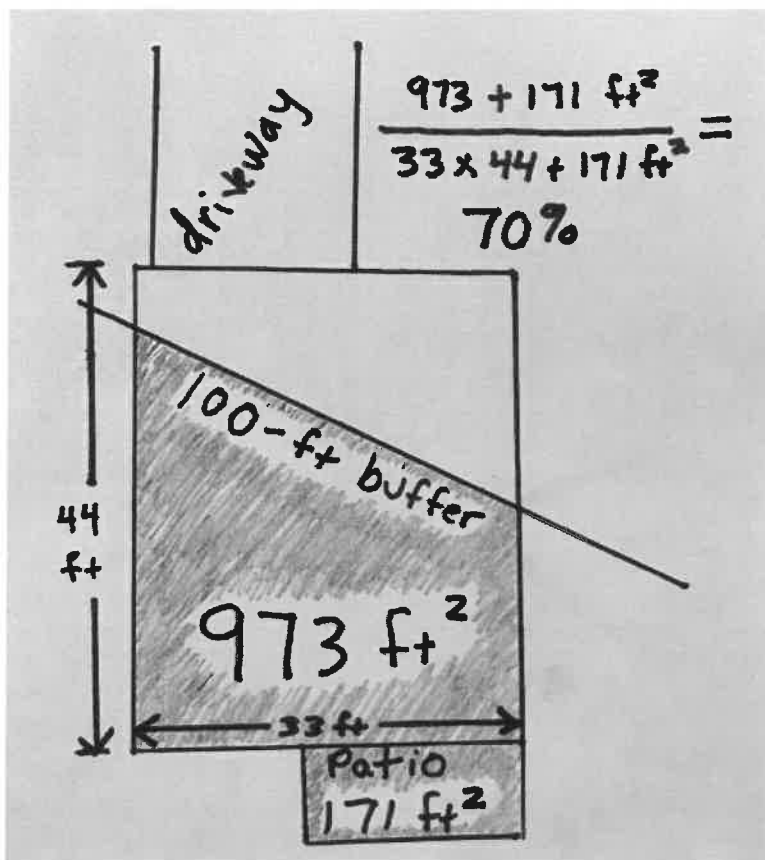


Exhibit NP2 – Recent Variance Requests that were Denied

The conclusion that the variance request does **not** meet the requirement that “the variance is the minimum variance necessary to afford relief” is supported by Case 2024-0216-V. Homeowners sought a critical area variance for additions to their home. It was denied -- they did not explore other designs. From p. 9 of the report: “Because alternatives exist which would eliminate or reduce relief requested, the variances are not considered the minimum necessary to afford relief.”

It’s also supported by Case 2024-0126-V in which owners sought a critical area variance to build a large house on “Lot 6” in the buffer. The Administrative Hearing Officer’s decision to deny the variance application was stated in the Oct. 1, 2024 report (p. 22): “The application does not meet the requirement that variances must be the minimum needed to grant the applicant relief from the Code. This is because the evidence shows that the dwelling the applicant wants to build on Lot 6 is not the minimum dwelling that could be built.” The applicant wanted to build a 30’ by 48’ by 32’ two-story dwelling with decks, a two-car garage, and two parking spaces. The Administrative Hearing Officer continued (pp. 23-24), “It may be unfortunate that Lot 6 contains environmental features that limit what can be built on it... but Lot 6 cannot support a 30’ x 48’ by 32’ two story dwelling.... The living space inside the proposed dwelling will be 1,440 square feet per floor and include a two-car garage. If Lot 6 were a shoe, the proposed dwelling would not fit in it. The applicant wants this Office to play Cinderella and slide the proposed dwelling onto Lot 6. This cannot be done. The application is denied.”

Continuing with this analogous case, 2024-0126-V, a neighbor in opposition to the variance summed it up well on p. 10: “the proposed dwelling is not something that was crafted to meet the challenges of building on Lot 6 but is a plan used for development on other lots that does not serve the development of Lot 6 and the community.” Regarding the proposed dwelling for 799 Cedar Ave., the building dimensions are **identical** to the dimensions of the house just built on the adjacent parcel, 801 Cedar Ave., which is not as encumbered with buffers as 799 Cedar Ave.

Exhibit NP3 – A Smaller House Would Not Disturb the 100-ft Buffer

The three lots that were merged to create 799 Cedar Ave. were purchased for \$42,500. This is substantially less than the going rate for a parcel of land on Cedar Avenue. Additionally, the County, according to SDAT, values these lots at \$155,800. Thus, the applicant is already financially ahead and could build a small house on the property outside the 100- foot buffer and make a **substantial** profit.

There is ample room between the road and the 100-foot buffer to build a small house closer to the road. Although this would still be in the expanded buffer, disturbing only the expanded buffer is preferable to disturbing both the expanded and 100-ft buffers. And while it would require a setback variance if it were less than 30 feet from the road, other variance cases demonstrate that the County generally prefers applicants to seek a setback variance over a variance to the critical area program, especially if the setback relief allows the critical area relief to be minimized. Smaller houses are not uncommon in North Beach – in fact, there's an 870 ft² house at the other end of Cedar Ave! See the photo below.



The diagram below shows how a 2-story, 1386 ft² house with a footprint of only 828 ft² can be built at 799 Cedar Ave. It seems that the applicant did not explore the possibility of putting the house elsewhere on the lot. Instead of building a small house and protecting the critical area, the applicants choose to build a large house to maximize their profit, which is already substantial because of the below-market cost of the land.

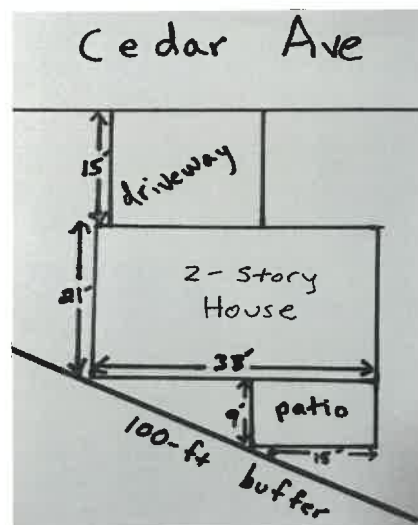


Exhibit NP4 – A Smaller House is Not Unwarranted Hardship

This request is similar to case 2021-0165-V, report dated 12/9/21, in which a developer wanted to build a large house in the critical area and sought a variance to allow disturbance of the buffer. The OPZ opposed the variance (p. 6 of the report) because the developer could build a smaller house “requiring less buffer disturbance than is proposed here.” Thus the developer would not be deprived of rights commonly enjoyed by properties in similar areas. OPZ also stated (p. 5) that “the granting of the variance might confer on the applicant a special privilege in the form of a dwelling with a larger footprint and more disturbance to the...buffer than necessary.” They continued, “the proposal is not the minimum necessary to afford relief...”

The Administrative Hearing Officer denied the requested variance because there was no unwarranted hardship, the “applicant can build a smaller dwelling...”

Exhibit NP5 – Site Plans Show 811 and 813 Birch NOT in the 100-ft Buffer

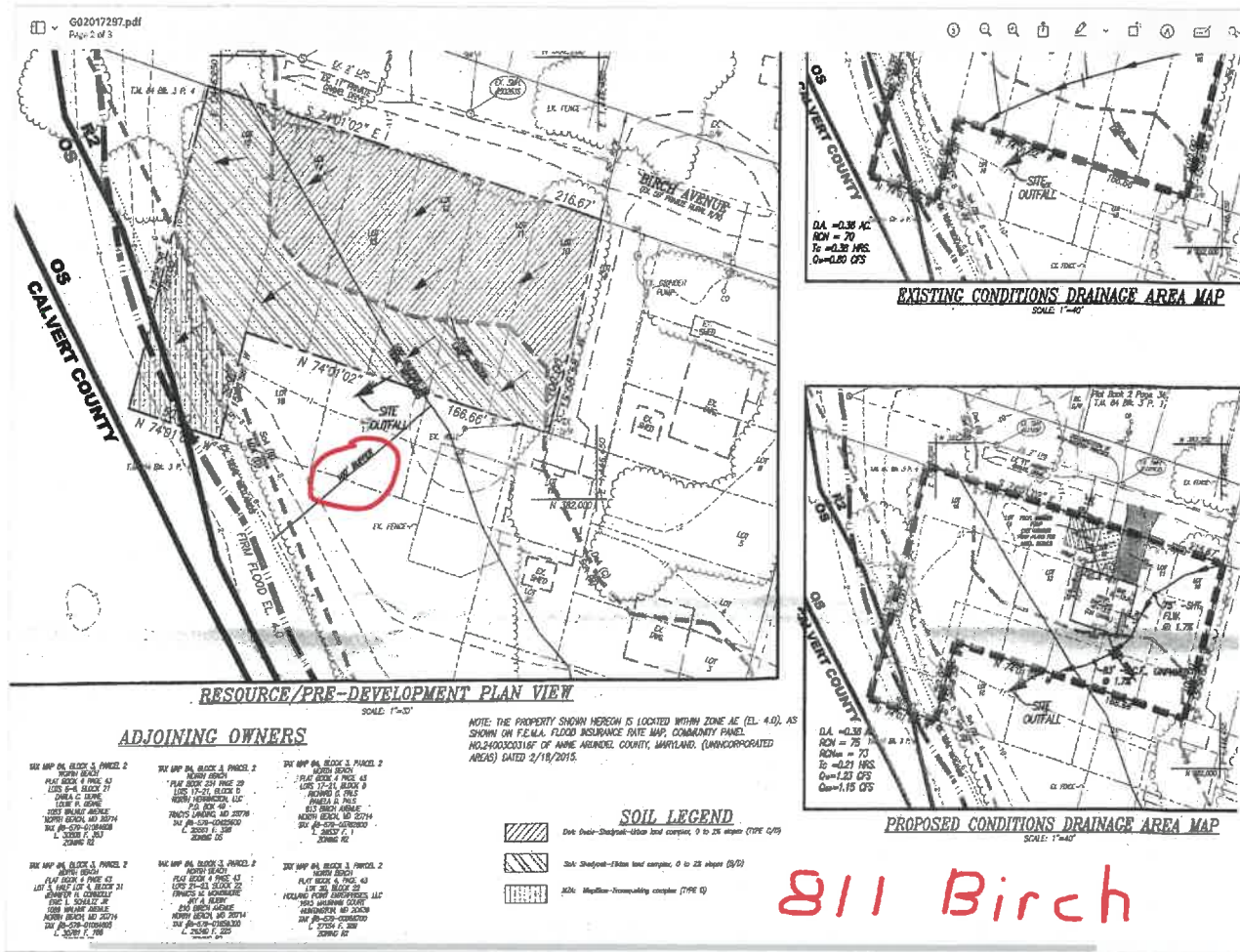


Exhibit NP6 – Cedar Ave Marshland Bald Eagles



Exhibit NP7 – Discussion of How the Application Fails 18-16-305(b)(4)

Evidence indicates the development of 799 Cedar Avenue by HOGAN is being done in conjunction with the development of the adjacent property, 801 Cedar Avenue, also by HOGAN. It is apparent that Diamondback Investment and Annapolis Realty are part and parcel of the same company, HOGAN. Both companies have the same address, the same suite number, the same email address, and the same phone number. A visit to their office in Annapolis showed that the sign posted by the elevator reveals the companies housed in suite 206 are known collectively as “HOGAN”. See photo and table below. Ignoring this does a disservice to the **intent** of the critical area law.



The Hogan Companies

Hogan Companies:	Annapolis Realty	Diamondback Investment
address	2077 Somerville Rd., Annapolis, MD	2077 Somerville Rd., Annapolis, MD
Suite	Suite 206	Suite 206
Email address	thogan@hogancompanies.com	thogan@hogancompanies.com
Phone Number	443-223-4719	443-223-4719
Date adjacent lots on Cedar Ave purchased	Dec. 12, 2024 (801 Cedar)	Dec. 12, 2024 (799 Cedar)
Developer for adjacent lots on Cedar Ave. per building permit site plans	Timothy Hogan/Annapolis Realty	Timothy Hogan/Annapolis Realty

In July 2024, a 5-lot parcel existed on Cedar Ave.: lots 14-18. This parcel could support one house, on lots 14-15. Lots 16, 17 and 18 are substantially within the 100-foot and expanded buffer. But before a house could be built, lots had to be merged to meet the minimum size required for a single-family dwelling in an area zoned R-2. The decision that would have honored the **intent** of the critical area law would have been to merge all five lots and put 16, 17, and 18 into a forest conservation easement. Instead, the building permit applicant, HOGAN, in collaboration with the owner, Frank Ruff, decided to merge just two of the lots, 14 and 15, thereby creating through their

own actions a remaining parcel (lots 16, 17 and 18) on which it would be difficult to build a large house without a critical area variance. Lots 16, 17 and 18 were merged to create 799 Cedar Ave.

A subsequent event, which occurred on Dec. 12, 2024, also shows that actions **by the applicant** caused the creation of a building site (799 Cedar Ave.) that was substantially in the 100-foot buffer. Since the applicant (HOGAN) simultaneously purchased **both** the three-lot parcel and the two-lot parcel on Dec. 12, 2024, the applicant had the opportunity to merge the two parcels together to create a five-lot parcel on which could be built one house, the house the applicant **already** planned to build, while preserving the 100-foot buffer. The applicant **chose** not to do that so that he could instead build two houses, the second to be built within the buffer. Instead of taking action to preserve the critical area, the applicant chose to maximize profit, violating the **intent** of the critical area law.

Making a choice is an action, therefore the applicant's action created the need for a variance. The variance request does not meet 18-16-305(b)(4), because the variance request IS "based on conditions or circumstances that are the result of actions by the applicant."

There are many irregularities in the documents related to this case. But even with the irregularities, or perhaps because of them, it is apparent that the development of these properties was a partnership between Frank Ruff and the Hogan Companies. The first building permit, B02428997, for 801 Cedar Ave., dated July 29, 2024, and the grading permit, G02020167, dated July 9, 2024, identify HOGAN (Annapolis Realty LLC) as the developer/applicant and Mr. Ruff as the owner. This conflicts with the lot merger agreement, which states that Frank Ruff was the applicant for building permit B02428997.

The second building permit, B02433352, dated Jan. 28, 2025, for 799 Cedar Ave., also identifies HOGAN (Diamondback Investment Co.) as the applicant and Frank Ruff as the owner, and the site plan identifies HOGAN (Annapolis Realty) as the developer. But the October 2024 lot merger agreement for 799 Cedar Ave. conflicts with the building permit application because again the lot merger application says Frank Ruff applied for the building permit (but HOGAN is the building permit applicant). Additionally, the merger agreement lists the building permit number for 799 Cedar Ave. as **the same building permit number** for 801 Cedar Ave.

Other irregularities in the lot mergers are that the lot merger agreement creating 799 Cedar Ave. says it was formed by merging lots 14 and 15 (**it was not**), and the merger creating 801 Cedar Ave. says it was formed by merging lots 16, 17 and 18 (**it was not**). **Are the lot merger agreements voided, in which case it's not too late to merge all five lots?** See the table below for a summary of the irregularities associated with these transactions. See the photos of the annotated lot merger agreements showing the wrong lots were merged.

In the middle of the building permit review process, Mr. Ruff sold **both** 799 and 801 Cedar Avenue to HOGAN (Annapolis Realty LLC/ Diamondback Investment) on Dec. 12, 2024. Note that HOGAN was already involved in the site plan development long before the lots were actually merged in Oct. 2024, long before HOGAN purchased both properties.

Irregularities in the Lot Merger and Permit Application Processes for
799 Cedar Ave. and 801 Cedar Ave

Date	Irregularity	Notes
July 29, 2024	Building permit B02428997, for 801 Cedar Ave., lists “Annapolis Realty /Timothy Hogan” (HOGAN) as the applicant and Frank Ruff as the owner, yet the lot merger agreement dated Oct. 23, 2024 states incorrectly that Frank Ruff was the applicant for the building permit.	
July 31, 2024	Discussion of lot merger for 799 Cedar (lots 16,17 and 18) occurred in comments for grading permit for 801 Cedar .	HOGAN was the grading permit applicant, therefore in July 2024 was involved in the plan to build two houses on the original 5-lot parcel
Oct. 23, 2024	Lot merger agreement for 799 Cedar says Frank Ruff applied for the building permit, but 1) date of building permit is Jan. 28, 2025 and 2) building permit applicant was Hogan Companies, NOT Frank Ruff.	
Oct. 23, 2024	Lot merger agreement for 799 Cedar incorrectly says building permit number is the same as the building permit number for 801 Cedar.	799 Cedar application for Building permit not filed until Jan. 28, 2025
Oct. 23, 2024	Lot merger agreement for 799 Cedar says it was the merger of lots 14 and 15 – it was NOT	799 Cedar resulted from merger of lots 16, 17 and 18. Is merger VOIDED?
Oct. 23, 2024	Lot merger agreement for 801 Cedar says it was the merger of lots 16, 17, and 18 – it was NOT	801 Cedar resulted from merger of lots 14 and 15
Jan. 28, 2025	Building permit B0243352 for 799 Cedar Ave. lists “Diamondback Investment” (HOGAN) as the applicant and Frank Ruff as the owner, yet HOGAN purchased the lots on Dec. 12, 2024, six weeks earlier	What is going on here?

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) SAP 40884, p. 0455, MSA_CE59_41326. Date available 11/19/2024. Printed 03/27/2025.

BOOK: 40884 PAGE: 455

LOT MERGER AGREEMENT

799 Cedar

LR - Agreement
Recording Fee 20.00
Name: ruff
Ref:
LR - Agreement
Surcharge 40.00
SubTotal: 60.00
Total: 60.00
11/13/2024 01:23
CC02-X6
#18529828 CC0501 -
Anne Arundel
County/CC05.01.00 -
Register 08

THIS LOT MERGER AGREEMENT, is made this 23rd day of October, 2024, by and between Frank Ruff ("Property Owner"), and ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, (the "County").

WHEREAS, Property Owner owns two or more contiguous lots located in a residential zoning district of the County and desires to use the lots to serve a single principal use, as provided in Subtitle 2, Title 4 of Article 18 of the Anne Arundel County Code (2005, as amended) (the "Lot Merger Law"); and

WHEREAS, the Lot Merger Law requires contiguous residential lots serving a single principal use to be merged by agreement as a condition precedent to approval of a grading or building permit or resolution of an enforcement action under Article 17 of the County Code; and

NO → WHEREAS, Property Owner has applied for Building or Grading Permit Number B02428997, or is resolving an enforcement action under Article 17, and intends this Agreement to satisfy the requirements of the Lot Merger Law.

801
Cedar
bldg. permit

NOW, WITNESSETH, THAT The County and Property Owner agree as follows:

1. The Property Owner and the County agree that the contiguous lots described as Lots 14 and 15, Block 22, Plat of North Beach and as more fully described in a deed from Franics M. Mondimore to Frank Ruff dated March 25, 2016 and recorded among the Land Records of Anne Arundel County in Book 29440, Page 419, ("the Lots"), are subject to the terms and conditions of this agreement.
2. Upon execution of this Agreement, the Lots shall be merged for the purpose of serving a single principle use. Hereafter the Lots shall be treated as a single lot for the purposes of Article 18 of the County Code and may not be unmerged except in compliance with the laws of Anne Arundel County.
3. This Agreement shall be recorded in the Land Records of Anne Arundel County at

ACCT. 8579-9025-6690
ALL REQUIRED LIENS ARE PAID AS
OF 11/6/24 A.A. COUNTY
BY: [Signature]

This is the tax account
number for 799 Cedar

LOT MERGER AGREEMENT

801 Cedar

LR - Agreement
Recording Fee 20.00
Name: ruff
Ref:
LR - Agreement
Surcharge 40.00

SubTotal: 60.00
Total: 60.00
11/13/2024 01:24
CC02-KG
#18529830 CC0501 -
Anne Arundel
County/CC05.01.08 -
Residential 08

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WHEREAS, the Lot Merger Law requires contiguous residential lots serving a single principal use to be merged by agreement as a condition precedent to approval of a grading or building permit or resolution of an enforcement action under Article 17 of the County Code; and

No → WHEREAS, Property Owner has applied for Building or Grading Permit Number B02428997, or is resolving a enforcement action under Article 17, and intends this Agreement to satisfy the requirements of the Lot Merger Law.

NOW, WITNESSETH, THAT The County and Property Owner agree as follows:

1. The Property Owner and the County agree that the contiguous lots described as Lots 16, 17 and 18, Block 22, Plat of North Beach, and as more fully described in a deed from Franics M. Mondimore to Frank Ruff dated March 25, 2016 and recorded among the Land Records of Anne Arundel County in Book 29440, Page 419, ("the Lots"), are subject to the terms and conditions of this agreement.
2. Upon execution of this Agreement, the Lots shall be merged for the purpose of serving a single principle use. Hereafter the Lots shall be treated as a single lot for the purposes of Article 18 of the County Code and may not be unmerged except in compliance with the laws of Anne Arundel County.
3. This Agreement shall be recorded in the Land Records of Anne Arundel County at

ACCT. 8579-9000-2672 ← Tax account number for
ALL REQUIRED LIENS ARE PAID AS
OF 11/6/24 A.A. COUNTY
BY: JA
801 Cedar

As mentioned earlier, the lot merger agreement for lots 14 and 15 (801 Cedar), and the lot merger agreement for lots 16, 17, 18 (799 Cedar), both list the same building permit, B02428997, which was applied for on July 29, 2024. The associated grading permit, G02020167, contains comments by the Zoning Reviewer dated July 31, 2024: “A Lot Merger Agreement is required for the merger of Lots 14 and 15. A separate Lot Merger Agreement is required for the combination of Lots 16, 17, and 18.” Comments stated that a separate lot merger agreement “will be required for **each** building site.” (Emphasis added.) Thus the plan to create two building sites from the five lots, one of which could not support a large house without a variance, rather than create one buildable site from the merger of all five lots into one parcel, was already in the works as early as July 31, 2024 and **was known to HOGAN** since HOGAN was the grading permit and building permit applicant.

It appears that in late 2024, the owner of the 5 lots, Frank Ruff, and HOGAN collaborated to conduct lot mergers to create two parcels, only one of which could support a large house without a variance. The lot mergers were rapidly followed by sale of the two building sites to HOGAN (Annapolis Realty/Diamondback Investment).

As early as July 2024 it's clear that HOGAN and Mr. Ruff were planning to get TWO houses, not one, on the 5 lots, even though, being in the critical area, the land couldn't support two houses. To claim that the difficulties associated with building a large house on 799 Cedar Ave. are due solely to actions by the previous owner, and the hardship of owning the parcel is not of the applicant's own making, is disingenuous at best. It appears to be a bold attempt to circumvent the critical area law.

They could have merged the 5 lots into one parcel, used lots 14 and 15 to build a house and put 16, 17 and 18 into Forest Conservation Easement. **That** action would have met the intent of the Critical Area Laws because building one house on lots 14 and 15 would not impact the 100-ft. buffer. But instead, creating two parcels, one of which would need a variance to build a large house within the 100-foot buffer, attempts to CIRCUMVENT the Critical Area Laws. It creates a hardship where none existed. Building one house would have given HOGAN a nice profit, reasonable and substantial use of the property. Especially considering that HOGAN only paid \$85,000 for all 5 lots, less than the going price for ONE lot on Cedar Ave. In fact, according to comments by the OPZ in a similar case, 2024-0040-V, heard June 6, 2024, buying a parcel of lots at a bargain price “reflects their limited development potential and the challenges associated with development. A purchase price can be an indicator of a purchaser's reasonable expectations of future uses of a property.”

Similarity to 2024-0040-V/2024-0049-V

This situation is strikingly similar to two companion variance requests heard June 26, 2024: Case Number 2024-0040-V (the “Chessie Case”), and Case Number 2024-0049-V (the “Lennon Case”). In these cases, a developer had five lots in the critical area and divided them into two-lot and three-lot parcels. The two-lot parcel was buildable yet sought a variance to construct a 36' by 40' two-story dwelling with a 4' by 16' covered porch and an 8' by 36' rear deck. The three-lot parcel was not buildable without a critical area variance. Yet the builder wanted to get two houses where only one was warranted.

The Office of Planning and Zoning recommended the Chessie variance be denied **unless** the two-lot parcel and the three-lot parcel were combined into a single development site. Quoting p. 8 of the report filed July 2, 2024, “The five lots should be developed as a single site and any variances or

modifications should be to facilitate development in that location, **not create developable lots where they do not exist.** (Emphasis added.)

County requirements for a critical area variance include that the need for a variance must not be the result of the applicant's actions. The Administrative Hearing Officer noted that the Chessie case did not meet that requirement. "The applicant has created the situation it now finds itself in.... In this case, **the applicant owned all five lots and had an opportunity to combine them into a parcel that would better fit the surrounding community and better protect the environment than the current proposals.** However, rather than combine the five lots to build one house, the applicant decided to ... [create] three substandard parcels." (Emphasis added.)

The Administrative Hearing Officer continued, "What has happened here? What happened is that Chessie invested \$35,000 in 2021 to acquire all five lots, for an individual price of \$7,000. The price paid is an indication of the value of the five lots. Combining them to create a five-lot parcel was obviously rejected in order to make money from developing them with as many dwellings on these lots as possible. **Making money is fine, but making it on the back of the environment is not.**" (Emphasis added.) "Furthermore, taking steps to chop up substandard lots to allow more development in the critical area is **not** in harmony with the general spirit and intent of the County's Critical Area Program." (Emphasis added.). Thus the applicant (Chessie) did not overcome the presumption in the State Natural Resources Article, 8-1808(d)(2) that the specific development in the critical area that is subject to the application does not conform to the general purpose and **intent** of the critical area law. (Emphasis added.)

Intent is key when it comes to analyzing the HOGAN variance application, 2025-0187-V. The first indication that the **intent** was to circumvent the critical area laws to put two houses on land that could only support one came on July 31, 2024, when the grading permit reviewer for 801 Cedar Ave. mentioned the mergers (plural) needed to create the planned two-lot parcel and a three-lot parcel. The merger of lots 14 and 15 had the direct result of leaving behind a parcel (created by the merger of lots 16, 17 and 18), that would require a variance to build a large house, exactly analogous to the result of the merger of two lots in the Chessie case.

If anyone would claim that these arguments are not pertinent because the variance applicant was not the one who merged the lots, it all comes back to intent. The grading permit was applied for by the variance applicant (HOGAN) with Frank Ruff listed as the owner of the five lots. But as stated earlier, the discussion of the lot mergers was happening as early as July 2024 with both Frank Ruff and HOGAN receiving communications about the mergers. The lot mergers happened on Oct. 23, 2024, the variance applicant (HOGAN) purchased both the two-parcel lot (801 Cedar Ave.) and the three-parcel lot (799 Cedar Ave.) on Dec. 12, 2024, and the grading permit for a second house (at 799 Cedar Ave.) was applied for on Jan. 27, 2025. This has all the appearances of a well-orchestrated plan involving both HOGAN and the previous lot owner, Mr. Ruff, **for the purpose** of circumventing the critical area law and attempting to create the illusion of a hardship where one did not exist, with the result that the developer, HOGAN, would be allowed to build not one but two houses. Additionally, HOGAN had the opportunity, just as Chessie Homes, LLC had, to merge the parcels after purchasing them to create a five-lot parcel, but **chose** not to do so.

The applicant has **not** overcome the presumption in the State Natural Resources Article, 8-1808(d)(2) that the specific development in the critical area that is subject to the application does not conform to the general purpose and **intent** of the critical area law. (Emphasis added.)

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TESTIMONY URGING DENIAL OF VARIANCE APPLICATION FOR 799 CEDAR AVE., NORTH BEACH, MD. 20714

Allen Jack Paltell, Jr., 794 Cedar Ave., North Beach, MD 20714

VARIANCE WRITTEN COMMENTS

THESE COMMENTS ARE SUBMITTED AS WRITTEN TESTIMONY
IN THE ADMINISTRATIVE HEARING RECORD AS IF DELIVERED
ORALLY. THEY ARE INTENDED TO BE INCLUDED IN THE
RECORD.

SUMMARY OF THE RECOMMENDATIONS- variance application 2025-0187-V must be denied because applicant fails to provide any evidence demonstrating it has overcome the statutory burden (the presumption) established in Section 8-1808 of the Natural Resources Article of the Annotated Code of Maryland and Anne Arundel County Code Section 18-16-305

MATERIAL FACTS

- 1. Developer Frank Ruff (Hereafter Ruff) purchased 5 lots from Dawn Tillman on Cedar Ave. for 60K in 2014. (Exhibit. A)**
- 2. Ruff tried to sell all 5 lots as a single buildable parcel for over a decade for 135K. His efforts were unsuccessful due to the property's location in the Critical Area 100-ft buffer, the lack of an approved site plan and his demand for an above-market price.**
- 3. Applicant, Diamondback Investment, LLC. is a business entity owned, controlled, managed and operated by Hogan Development, a Maryland business entity owned and operated by the Hogan family (Exhibit C). Hogan purchased all Ruff's lots in 2024 for \$84,000.00, fair market value for a single buildable lot on Cedar Ave. Hogan and Ruff collaborated to merge the original 5-lot parcel into 2 buildable parcels with two separate addresses, 801 Cedar, consisting of lots 14 and 15; and 799 Cedar, consisting of Lots 16, 17 and 18. All 5 lots (14 through 18) are in the critical area buffer or extended buffer. Both parcels, 801 and 799, lie immediately adjacent to forest conservation easements and resource conservation areas. Both parcels are designated Critical Areas LDA**
- 4. Hogan has constructed a 3900 sq. ft., three story, 5 bedroom suburban-style house at 801 Cedar Ave. It is constructed entirely inside the extended buffer of the Critical Area and is currently for sale for approximately \$750000. The land on which it stands was acquired by Hogan for \$42000. No variance was required for construction of the dwelling because it is not located in the 100-ft buffer, but the extended buffer. Construction in the extended buffer is permitted without a variance under carefully circumscribed conditions.**
- 5. Hogan seeks a variance to construct an identical 3900 sq ft house next door: 70% of the proposed house would be inside the 100-ft Critical Area buffer.**
- 6. Anne Arundel County Planning and Zoning(OPZ), in accordance with Md Critical Area Law and Regulation, has determined that**

Hogan must obtain a Critical Area Variance before permits can be granted to construct the second house. If Hogan successfully constructs the proposed dwelling, his land costs for the two lots will total \$84000. His revenue, if both houses are sold at their listed value, will be over \$1.5M, producing a tidy profit for Hogan.

- 7. Notwithstanding inaccurate statements in applicant's variance application, a search of the administrative hearings archives reveals that no new dwellings of comparable size have been constructed within the Critical Area 100-foot buffer in the surrounding neighborhood within the past 7 years.**
- 8. Applicant, Diamondback Investment, is owned, operated, managed and controlled by Hogan Development, LLC. Public documents disclose evidence that Governor Hogan holds an ownership interest in Diamondback investment (Exhibit C) Hogan Development also owns, controls, manages or operates the business entities that constructed the existing house at 801 Cedar. Although Diamondback is the name assigned to the business entity of the applicant, Diamondback is a separate entity in name only.**

LEGAL ISSUES

IDENTITY OF THE PARTIES AND ADDITIONAL FACTS

The Applicants are developers. They call themselves Diamondback Investment Company. However, they are owned, operated, managed and controlled by Hogan Development LLC, (Exhibit C) whose offices are located at 2077 Sommerville Rd. Suite 206 Annapolis, MD 21401.

Diamondback Investment Company, according to public records, is one of a group of private real estate development companies owned and operated by Hogan Development LLC. (Hereafter Hogan). Hogan also owns approximately 16 other real estate development companies doing business in Maryland. These companies are held in trust and operated by a team of long-time Hogan business associates, including members of the Hogan family. Larry Hogan holds varying degrees of ownership in those 16

companies. Hogan and his team own and operate Diamondback. They also own and developed the parcel next door, known as 801 Cedar Ave. They developed that parcel under the business entity known as Annapolis Realty. In simple terms, **the two parcels, 801 and 799, are being developed by the same business entity. That business entity has already constructed one house on the parcel. It wants to construct a second. Using two separate entities to develop the subject parcel is not illegal, but is an attempt to circumvent the legislative intent of the critical area laws.** 801 was completed without a variance because the dwelling is not in the 100-ft buffer. That house is currently on the market for \$739,000. The parcel of land on which it stands was purchased by Hogan in 2024 for \$42000. The members, officers and/or directors of the three entities, Hogan Development, Annapolis Realty and Diamondback Investment are the same. (Exhibit C)

HISTORY OF THE PARCEL FOR WHICH A VARIANCE IS REQUIRED

The parcel of lots (lots 16, 17 and 18 with the address 799 Cedar Ave.) was owned until this year (2025) by another Anne Arundel County Real Estate Developer, a colleague of Hogan named Frank Ruff of Anne Arundel Properties (see SDAT Records Exhibit A). Ruff also owned 2 additional lots next to 799 Cedar (lots 14 and 15 with the current address 801 Cedar Ave), where construction of a new dwelling recently was completed. At this writing that new home remains unsold and is on the market for \$739,000, \$697,000 more than the cost of the land on which it stands. The developers of 799 Cedar, Diamondback, are the same (same owners/investors, members and resident agent, different name) as the developers of 801 Cedar. Hogan Development owns both 801 and 799 Cedar. Hogan, through Diamondback, is seeking to build the same house at 799 Cedar as he built at 801. However, there is a significant distinction between the two parcels. The new home at 801 is not inside the 100-ft buffer. The proposed home at 799 is. Over 70% of the proposed dwelling will be located in the 100-ft buffer. A smaller, more modest home could be built outside the 100-ft buffer.

RECENT TRANSFER AND MERGER OF LOTS

Ruff attempted to sell his parcel of 5 lots on Cedar Ave for nearly a decade. He bought all 5 of them in 2014 from Dawn Tillman for a total of \$60,000, a reflection of their actual market value due their location in the Critical Area LDA. They were offered for sale by Ruff up until late 2024 as a single building package of 5 lots for approximately \$135,000. Ruff had not obtained site plans or permits for the lots. At \$135,000 with no approved site plan, no building permit and without a variance, no buyers (developers or individual occupants) made a serious offer to purchase the property. The price was considerably above market.

In 2024, Ruff began working with Hogan. Hogan acquired all 5 lots for \$84000, \$50000 below Ruff's asking price. Several months before recording the deeds, Hogan and Ruff created lot merger agreements to divide the 5 lots into two parcels for the purpose of enabling Hogan to construct two dwellings on the parcel that had originally been offered as a single buildable parcel. After scrutinizing the lot merger agreements, this resident observed material errors and irregularities within those agreements. A detailed discussion of the Merger Agreements appears later in the "Legal Issues" portion of these comments. Signature and notarial inconsistencies suggest the merger agreements do not comply with County guidelines and are unenforceable. (see exhibit B). Going forward, the merger agreements should be carefully reviewed by a County Office of Law real estate attorney before further attempts to permit or transfer ownership occurs. Notwithstanding these legal issues, Ruff and Hogan transferred both parcels to Hogan in January of 2025 for \$42,000 each. By way of comparison and as a measure of market value, my wife and I paid approximately \$85,000 for our single buildable lot at 794 Cedar in 2018. Three other buildable lots on Cedar Ave sold within the last 5 years for between \$85,000 and \$105,000. On each of those parcels stands a single house. Those lots were also in the Critical Areas, but the homes constructed are not inside the 100-ft buffer. Those lots were originally owned by the Cheney family (owners of Herrington Harbor Marina) who donated a portion of them to Holland Point and the County to be designated as Resource Conservation Area (RCA) and held in a Forest Conservation Easement which runs along the perimeter of the nearby

marsh as part of a long-term plan to preserve the character of the community and the marsh. \$85000 has been the fair market value of individual buildable lots in this portion of Holland Point for nearly a decade. It is noteworthy that the price paid by Hogan to Ruff for the entire 5 lot parcel was \$84,000.00, fair market value for a single buildable lot on Cedar Ave. Dividing the parcel into two separate buildable parcels to maximize profit is a contrivance that subordinates the Critical Areas Law to the profit margins of Hogan Development. Such a contrivance runs counter to the intent of the Critical Area Law and Regulations.

CHARACTER OF THE COMMUNITY

Holland Point is unlike the myriad suburban developments that have popped up along the shores of the Chesapeake in the last 25 years. It originated as a “summer cottage community.” These old cottage communities, like Breezy Point, Selby on the Bay, Magothy Beach, Beverly Beach and others, arose when rowhouse dwellers in the cities of Baltimore and Washington purchased small pieces of land (lots were 25 ft wide by 50ft deep), offered for sale or given as incentives for subscribing to local publications like the Baltimore News American or the Washington Post. Tiny houses, little more than shacks, sprung up along the Bay’s rivers and creeks as railroads, steamship lines and automobiles made it relatively easy to visit the “shore” for a weekend.

The community known as Holland Point was originally named *Holland Point Farm*. It occupied the point of land between Herrington Harbor South Marina and North Beach. Herring Bay was the location of Captain John Smith’s first anchorage during his famous exploration of the Chesapeake in 1606. Some of the land was arable, and like much of the land in Southern Anne Arundel and Calvert Counties, produced abundant harvests of tobacco. However, much of the land then, as it remains today, was too wet to farm. It was marshland, with few if any trees abutting the brackish body of water now called *Fishing Creek*. Other portions were saturated most of the year, but were able to sustain hardwood forests. The Army Corps of Engineers and The Maryland Department of Natural Resources call these

portions, “wooded wetland.” Our lot and the parcel owned by the Applicant is “wooded wetland.”

Until a few years ago, this land was called *North Beach Park*. Recently, the name *Holland Point*, was restored to the community. It was originally conceived in 1922 and platted the same year. From the book, *Images of Holland Point*, by community residents Janet Bates, Alice Birney and Joy Baker, the following quote serves to illustrate the character of the community, “the land was untamed and the dirt road primitive and overgrown...the lot was covered with stumps, fallen tree limbs and puddles of stagnant water.” This description perfectly describes Cedar Ave and the parcel owned by the Applicant.

Developers have been conjuring ways to turn Chesapeake Beach, North Beach and Holland Point into a Western Shore version of Ocean City, Maryland for about a hundred years. They have tried gambling, amusement parks, marina resorts and charter fishing. They have been modestly successful. We have a first-class marina/resort, waterslide, a boardwalk, pink waterfront condominiums, restaurants, a charter fishing fleet and a few large homes on the Chesapeake Bay. But for the most part, development in this community has been limited, in large part due to the wetness of the soil, climate and the legal constraints imposed by the Critical Areas Law and Regulations. Construction of new dwellings inside the 100 buffer is extremely difficult. In fact, this writer has found no evidence that a new home has been constructed inside the 100 ft buffer in Holland point in the last decade. The population of North Beach has remained stable (about 2000 residents) for over 50 years (citation census data). After 100 years of attempting to turn North Beach and Holland Point into another Ocean City or Northern Virginia, the population is static. Thus, there is no compelling public policy need to permit new suburban style development within the Critical Areas 100 ft buffer.

A short walk or bicycle ride around Holland Point and North Beach reveals an eclectic architectural style ranging from original uninsulated summer cottages of under 1000 sq ft to modern contemporary showplaces of over 4000 sq ft. Most of the houses are modest in size and traditional in style. In

the town of North Beach, where dwellings were permitted on 25 by 50 ft lots, many homes were built with virtually no side setbacks. They take maximum advantage of vertical space. As one moves from North Beach northeastward toward Holland Point and Rose Haven, the land opens up and one becomes much more aware of the Marsh, with mature hardwood trees and marsh grasses occupying much of the shoreline. Seabirds, Osprey, and Bald Eagles are common. As one moves further Northward, toward Herrington Harbor South Marina, one observes a diverse collection of housing mostly built within the hardwood forest, except for the housing built directly on the Bay, where the land was cleared pre-critical areas to permit as many Bayfront dwellings as possible. That is in stark contrast to the land upon which Applicant seeks to build and the land on which our house was built. In this section of Holland Point, which I will simply call the "Fishing Creek" side or the Western Side, the Critical Areas 100-ft buffer has protected the shores of the Creek from development. The new homes that have been constructed within the last 7 years have been built outside the 100-ft buffer. This portion of Holland Point supports an abundance of small game, including deer, fox, multiple species of waterfowl and several bald eagles. A large bald eagle's nest is located about 300 ft from our home. The nest was built inside the Resource Conservation Area that occupies the portion of land abutting the marsh immediately behind our home. During our residence here, that nest has produced eagle chicks and is actively used by nesting Bald Eagles. The construction of a new 4000 sq ft home inside the 100 ft buffer would require destruction of numerous large mature hardwood trees, material portions of forest understory and would materially impact the character of the community. Notwithstanding the restoration requirements associated with the requested variance, a large suburban style dwelling with the requisite destruction of natural habitat located inside the buffer is simply incompatible with the critical areas law. A quotation from *Images of Holland Point supra*, page 115 captures the main idea nicely,

"Holland Point is not just another suburban community. It is surrounded by and partakes of the everyday life of the changing Bay and Marshland."

APPLICABLE MARYLAND LAW AND REGULATION

State Law

This Hearing Office has consistently held, citing as authority Section 8-1808 of the Natural Resources Article, Annotated Code of Maryland,

in considering an application for a variance to the critical area requirements, a local jurisdiction shall presume that the specific development in the critical area that is subject to the application and for which a variance is required does not conform to the general purpose and intent of this subtitle. Case 2024-0040-V *Chessie Homes, LLC*

This language is affectionately called “the presumption” because it establishes the fact that Maryland Law does not favor development in the Critical Areas, particularly within the 100-ft buffer. In other words, developers seeking to build in the 100-ft buffer are forewarned that doing so requires a variance and that obtaining that variance requires that they affirmatively demonstrate by a preponderance of evidence that they have overcome “the presumption.” Although construction in the extended buffer is permitted without a variance under circumscribed conditions, construction inside the 100-ft buffer is more limited. The Law places the burden of proving the necessity of such development by establishing a number (approximately 11) hurdles that applicant must overcome before a variance can be granted. The statute has been interpreted and applied in multiple Court decisions, including *Becker v. Anne Arundel County*, 174 Md. App. 114, 124;920 A.2d 1118, 1124 (2007), *Lewis v. Dept of Natural Resources* 377 Md. 382, 833 A.2d 563 (2003) and *Assateague Coastal Trust, Inc. v Roy T. Schwalbach, et al*, 448 Md.112, (2016)

with the *Becker* Court noting as follows: “Given these provisions of the state criteria for the grant of a variance, the burden **on the applicant is very high.**” (emphasis added)

That “very high burden” has been interpreted in Case Number 2024-0040 - V Chessie by this Hearing Officer to mean as follows:

In order to grant a variance to the critical areas requirements, the Board had to find that the applicant had satisfied each one of the variance provisions, [set forth in the Statute] and that without a variance the applicant would be deprived of a use permitted to others in the critical areas program...*the applicant carries the burden of convincing the Hearing Officer that the applicant has satisfied **each one of the variance provisions (emphasis added)**.*

Many of the Critical Areas variance decisions published by this Office have involved interpretation and application of the concepts above, particularly the meaning of the phrase “unwarranted hardship” which this Office has consistently interpreted as “without a variance, the applicant would be denied a use of the property that is both significant and reasonable, further noting the applicant must show that such a use cannot be accomplished elsewhere on the property without a variance.”

County Code

In addition to the legal authorities mentioned above, This Office has also cited Anne Arundel County Requirements for Critical Areas Variances established in Section 18-16-305(b), of the County Code which sets forth clarifications to the provisions of the Statute and cases. The Code states as follows:

In order for a Critical Area variance to be granted, the Hearing Officer must determine;

...1) whether a denial of the requested variance would constitute an unwarranted hardship.

2) whether a denial of the requested variance would deprive the applicants of rights commonly enjoyed by other property owners.

3) whether granting the variance would confer a special privilege on the applicants.

- 4) whether the application would not adversely affect the environment and be in harmony with the critical areas program, and
- 6) whether the applicants have overcome the presumption of Natural Resources Article Section 8-1808 which establishes the presumption that Critical Areas variances must be denied [with very narrow exceptions].

Anne Arundel County also applies six additional factors to be considered for Critical Area Variances.

- 1). The variance is the minimum variance necessary to afford relief.
- 2). The granting of the variance will not alter the essential character of the neighborhood.
- 3) the variance will not substantially impair the appropriate use or development of adjacent property
- 4) the variance will not reduce forest cover in the limited development and resource conservation area of the critical areas
- 5) the variance will not be contrary to acceptable clearing and replanting practices required for development in the critical areas,
- 6) the variance will not be detrimental to the public welfare.

Anne Arundel County Maryland Critical Area applicants must demonstrate by a preponderance of the evidence that their proposed project does not run afoul of any of the above conditions.

Although applicant asserts in its application that it has overcome all the applicable hurdles, the application submitted fails to provide any credible evidence that such assertions are true.

The Chessie Decision Case Number 2024-0040-V

In 2024, this Hearing Office addressed facts and issues similar to those raised in the extant application. In the Chessie case, applicant, developer Chessie Homes LLC, sought a variance to allow construction of multiple dwellings with less setbacks than required and with steep slopes in the

critical areas. That case was considered in conjunction with a companion case – Case Number 2024-0049-V, The Lennon Case. The applicants differed as to ownership of the lots. However, those differences are immaterial to this discussion. Both applicants sought variances to allow new construction in the critical areas on lots that required critical areas variances before permits could be granted. As with the extant application, lot merger agreements were executed to consolidate certain lots to facilitate development of multiple dwellings where the lot size was suitable for only a single dwelling.

The Hearing Officer considered the findings and recommendations of the County Office of Planning and Zoning (OPZ opposed the variance) as well as testimony offered by experts and neighbors. In rendering his decision, the Hearing Officer cited, analyzed and relied upon legal authorities discussed herein, particularly Section 8-1808(d)(2), of the Annotated Code of Maryland, the *Becker* case and the County Code Section 18-16-305(b) to hold with regard to the developer, that developers had failed to present evidence that overcame the statutory presumptions established in the Law.

Pertinent findings and holdings from 2024 0040-V follow:

The five lots should be developed as a single site and any variances or modifications should be to facilitate development in that location, not create developable lots where they do not exist...the application is denied.

In *Chessie*, this Office saw through the developer's desire to maximize profit by squeezing as many buildable units onto an environmentally sensitive parcel of land as possible. The Officer applied the Law as intended by the legislature and denied the application.

Applying the reasoning of *Chessie* to the extant Ruff/Hogan scheme to squeeze two large suburban-style dwellings onto a Critical Areas parcel that barely accommodates one, it is not difficult to reach the same conclusion that was reached in *Chessie*.

Further Legal Issues Warrant Examination

Ruff tried unsuccessfully to sell the lots he acquired from Dawn Tillman in 2014 as a single building site.

In Summer 2024, Ruff began working with Hogan on a plan to develop the subject property. Discussions began some time in July 2024 as evidenced by building permit applications submitted by Hogan and a lots merger agreement executed by Ruff in August. (see exhibit B) It would appear Hogan expressed interest in the property and a plan between the two developers emerged that would permit Hogan to build not one, but two rather large homes on the sensitive single building site. The plan required Ruff to execute lot merger agreements merging the 5 lots, (14 through 18) into two separate building sites, one primarily in the critical area extended buffer, and the other almost entirely in the 100-ft buffer.

The accompanying chart (exhibit D) identifies specific issues associated with the merger agreements that support the above observations.

Specifically, Ruff's notarized signature appears on the agreement with a notarization date of 23 August, 2024. It was not signed by the county until October 23, 2024. The time lapse suggests that Hogan and Ruff began their plan to divide the parcel early in the process, but that lot merger was a condition of the sale, as the deeds were not recorded until January 2025. Moreover, the building permit applications associated with the two building sites are in the name of Hogan. That indicates that the two developers, Ruff and Hogan, were collaborating on a single objective.

The merger agreements also contain several factual and notarial irregularities, such as incorrect descriptions and lot identification (see exhibit B that suggest they may be voidable. This warrants further examination by the County Office of Law.

Analysis of Applicant's Application and assessment of applicant's satisfaction of Statutory Burden of Proof

Applicant asserts in its application that it has overcome all the statutory and regulatory hurdles necessary for its application to be granted. That assertion is untrue. Many of his assertion are factually vague and

ambiguous, failing to satisfy the applicable burden of proof. Unfortunately, none of them are accompanied by credible evidence or analysis. A summary of those assertions follows:

Inaccurate Factual Assertions

1. Applicant asserts that other projects involving construction of new homes inside the 100-ft buffer have been granted variances to build nearby and that these homes have been built inside the buffer. It lists 806 Birch Ave as an example. At first glance, applicant's assertion appears to be analogous to the scenario before us and suggests applicant's request might be granted. Upon closer inspection, it appears there are material distinctions between the two cases. In the extant application, applicant proposes to build a rather large house almost completely (70%) inside the 100-ft buffer. Applicant claims that house can only be built in the spot proposed and *that* house is the minimum use required. Moreover, he asserts that a house of any type could not be constructed elsewhere on the parcel. As noted in the OPZ recommendations, that assertion is untrue. As OPZ notes, the parcel would accommodate a smaller house located outside the 100-ft buffer. As noted below, there are multiple ways applicant could use the parcel to benefit his business and the community. Other local businesses have found creative ways to demonstrate their commitment to the community and the environment while contributing to their bottom line. This applicant asks the hearing officer to grant this variance, not because without it, no house can be built, (as was the case on Birch) but because applicant wants this particular house in this particular location inside the 100-ft buffer. He asks this Hearing Officer to grant "**more than the minimum relief required.**"

Interestingly, although the County did grant a variance for 806 Birch, a physical inspection of the property and the SDAT records reveals that no house stands at 806 Birch. For reasons unknown, the 806 project was abandoned and a truly modest 2000 sq ft

house was actually constructed outside the buffer at 810 Birch. No variance was required or granted for that house. Presumably the variance for 806 was sought and granted based on earlier plans that were never realized. 806 Birch does not provide us with a useful analogy that supports granting this variance.

2. Applicant asserts 1046 Walnut Ave was granted a variance similar to the one sought in the extant application. That too, is untrue. 1046 Walnut is a parcel that is not located in or near the 100-ft. buffer. It contains non-tidal wetland in the middle of the parcel. Therefore, there is no 100 ft-buffer on the property. The variance granted did not permit construction of a new dwelling within the 100 ft buffer, as is required in the extant application. Thus, that example also fails to help applicant justify his request.
3. Applicant makes broad, ambiguous allegations about other projects located at 811 and 813 Birch (no variance required) hoping to analogize these projects to the one before us. Unfortunately for applicant, no variance was required or granted for these homes. He makes similar assertions about projects at 1040, 1038 and 1095 Walnut Ave., in an attempt to persuade the hearing officer that Critical Areas law routinely permits building new homes in the 100 ft buffer and that Holland Point contains multiple examples of new homes constructed inside the 100 ft buffer. Neither assertion is true. He alleges that many large homes have been built on Cedar Ave. This resident notes applicant's would be one of the largest and **the only new home inside the 100-ft buffer.**

Inaccurate Legal Assertions

1. Applicant claims failure to grant the variance requested would result in an unwarranted hardship...i.e. that failure to grant the variance would deny him "reasonable and significant use of the property." In order to support this assertion, applicant would need to produce evidence that failure to permit him to build the requested dwelling would deny the following: 1) the right to build any house or develop the property; 2) the ability to make any

money on his investment in the parcel or 3) the ability to put the property to constructive use for the benefit of the community. All three conditions remain available to applicant without a variance. Public records clearly demonstrate that applicant bought the land at a significant discount reflecting the actual development value of property in the Critical Area. Public records (OPZ recommends a smaller house) also show that a smaller house could be constructed on the parcel outside the 100-ft buffer, affording the applicant an opportunity to build. Finally, this writer, a life-long resident of Anne Arundel County, observes that applicant has benefitted greatly from access to decision-makers serving the citizens of Maryland. Conversely, the State of Maryland has benefitted greatly from the service of the Hogan family. It would not be beyond the boundaries of sound business judgment for the Hogan family to add the subject parcel to the Forest Conservation Easement already established adjacent to the property as did the Cheney family with multiple nearby lots in Holland Point.

2. Applicant asserts that it has overcome the presumption against construction inside the 100-ft buffer established in 18-16-305 offering the following as justifications:
 - a. There is no other way to develop the lot. That statement is completely untrue. A smaller house could be built. (see OPZ recommendations)
 - b. Unnecessary hardship would befall Hogan if the variance is not granted. That is also untrue given the undeniable fact that Hogan purchased the site for a grand total of \$42000 and has already constructed a home on land acquired as part of the purchase that is currently on the market for \$750,000.
 - c. Denial of the variance would deprive the applicant of rights commonly enjoyed by other property owners in the neighborhood. Applicant has produced no evidence supporting the veracity of that statement. To the contrary, examination of the examples cited by applicant

demonstrates either carelessness on the part of applicant or a complete disregard for the intent of the Critical Area laws. None of the examples provided involve critical areas variances for homes built inside the 100-ft buffer.

- d. Applicant boldly asserts that this variance request is not based on conditions or circumstances that are a result of actions by the applicant. It is difficult for this writer to see how the need for a variance cannot be attributed directly to the actions of the applicant. Moreover, it is difficult to comprehend how anything other than maximizing profit at the expense of the critical areas is not the primary motivation of applicant. It was applicant who collaborated with Ruff to create two building sites where only one existed. It is applicant who seeks to construct a 3900 sq ft home inside the 100-ft buffer on a parcel that was for sale as a single parcel for a decade. And it is applicant who seeks to maximize profit by building two homes inside the critical areas buffer under circumstances where one home with accompanying ample profit has already been built.
- e. Applicant asserts this is the minimum relief necessary to afford relief. OPZ and this writer suggest that statement is also untrue. A smaller home outside the 100-ft buffer could be constructed.
- f. Applicant acknowledges that construction of the proposed home will require considerable reduction of forest cover in the LDA and RCA (this parcel is adjacent to an existing RCA) Maryland DNR designates the building site as “habitat protection area known as North Beach Marshes” noting the presence of rare breeding species in need of conservation. Construction of the proposed home inside the 100-ft buffer would require far more clearing and disruption to forest and wildlife on the site than a more modest home outside the 100-ft buffer. Applicant’s proposal would require significant reduction of forest cover.

- g. Applicant suggests this proposed project does not alter the essential character of the neighborhood because the house is modest. This writer observes that although the proposed house may be modest by suburban Annapolis or Severna Park standards, it is not modest by North Beach standards. Most houses on Cedar Ave, and Birch Ave., are closer to 2000 sq. ft. Moreover, none of the houses suggested as comparisons by applicant is located in the 100-ft buffer. The proposed house does indeed alter the character of the neighborhood.

CONCLUSIONS AND RECOMMENDATION

Maryland, especially, Anne Arundel County, has a robust body of law to help property owners interpret and apply the critical areas laws and regs. Fortunately, this Hearing Officer has recently addressed issues similar to those at hand in *Chessie* and has provided clear guidance about how the law will be applied.

Anne Arundel County Maryland places the burden of proof on the applicant to demonstrate that its proposed project overcomes the statutory presumption that development inside the 100-ft buffer is disfavored. Maryland Courts acknowledge that is a significant burden to carry, and justify the burden on the basis that protection of the Chesapeake Bay and the shoreline is of paramount importance to the citizens of Maryland as expressed in the Critical Area Laws and Regulations.

In short, Maryland and Anne Arundel County do not permit construction of large new homes inside the 100-ft Critical Areas buffer unless those seeking such construction can overcome all the statutory and regulatory obstacles necessarily imposed by the variance process. Notwithstanding applicant's attempts to persuade the Hearing Officer otherwise, no evidence appears in the application that Maryland Law or Regulation support construction of this house in this location. The 100-ft buffer, as compared to the extended buffer, is governed by the strictest standards.

Broadly speaking, applicant has failed to provide any evidence that the law permits the proposed house to be constructed.

Applicant, nevertheless, using rather broad, ambiguous examples, attempts to argue that his project satisfies all the criteria established in Anne Arundel County Code Section 18-16-305. His application makes bare assertions without any accompanying evidence that:

1. There is no reasonable alternative to building the proposed house: *yes, there is, a smaller house;*
2. That he would incur unnecessary hardship and practical difficulties if the variance is denied; *applicant paid \$42000 for land on which he has already built a house selling for \$750000; not satisfied with that, he asks this hearing officer to permit him to build another inside the critical area 100-ft buffer.*
3. That applicant would be denied rights commonly enjoyed by other property owners in the neighborhood; *applicant produced no evidence to support this statement There are simply no other new homes nearby standing inside the 100-ft buffer;*
4. That this variance is not based upon conditions or circumstances that result from applicant's actions; *applicant and developer Ruff conspired to squeeze not one, but two luxury style homes onto a parcel that had been unsuccessfully marketed for 10 years as a single buildable parcel. Applicant has hoisted himself on his own sword: he asks for far more than the minimum relief required.*

Unfortunately, applicant's evidence and assertions lack the necessary substance required to permit this Hearing Officer to grant the variance requested. Applicant has failed to overcome the presumption against development inside the 100-ft buffer unambiguously established in Maryland Law.

I request the applicant's request be denied.

SEARCH FOR DOCUMENTS

Find:

Enter

Done*

Go! Clear

NOTE: Search returns only page 1 of 1.

Ex A - Sale to Diamondback 12 Dec 24

ALERT: The Maryland State Archives plans to launch a new version of the Maryland Land Records website in May 2025. Updated features will include all search criteria being accessible on one screen added, improved website stability, and enhanced security. Future users will be charged \$0.20 per page to view and download analog records that are less than 100 years old online. All paper 50+ and years old or more will remain free to view and download online. Access at the Maryland State Archives Search Room in Annapolis and the local Circuit Courts remains unchanged.

Anne Arundel City Finance Office
County Transfer Tax \$40.00
County Recording Tax \$297.50
01/09/2025 13:14 PM CDR

BOOK: 41025 PAGE: 61

AFTER RECORDATION PLEASE RETURN TO:

RESIDENTIAL TITLE & ESCROW COMPANY
100 Painters Mill Road, Suite 200
Owings Mills, Maryland 21117
File No. 104873

Anne Arundel City Cir Crt
IMP FD SURE \$40.00
RECORDING FEE \$297.50
TR TAX STATE \$212.50
TOTAL \$779.50
SAP CDC
Jan 11, 2025 11:50 am

Property address: 799 Cedar Avenue, North Beach, MD 20714
Tax ID No. 08-579-90256690

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 12th day of December, 2024, by and between FRANK RUFF, party of the first part ("Grantor"), and DIAMONDBACK INVESTMENT COMPANY, LLC, a Maryland limited liability company, party of the second part ("Grantee").

WITNESSETH:

WITNESSETH, that for and in consideration of FORTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$42,500.00), Grantor does hereby grant, convey and transfer unto Grantee, its successors and assigns, in fee simple, all that certain lot or parcel of ground situate in the County of Anne Arundel, in the State of Maryland, more particularly described as follows, to-wit:

Lots 16, 17, and 18, Block 22 in the subdivision known as North Beach Park, Section 1, a redivision of Holland Point Addition recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 2, folio 36.

*For informational purposes only: being No. 799 Cedar Avenue.
Tax ID/Parcel No. 08-579-90256690.*

BEING A PORTION OF THE SAME PREMISES which Francis M. Mondimore, by Deed dated March 25, 2016, and recorded among the Land Records of Anne Arundel County, Maryland in Book 29440, Page 419, granted and conveyed unto Frank Ruff, Grantor herein.

TOGETHER with all improvements thereon and all easements, rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or appertaining.

View document in separate tab

ANNE ARUNDEL COUNTY CIRCUIT COURT
(Land Records)
2025-2025

SAP 41025, pp. 0061-0065
[5 images]
MSA CE 59-41467

[Return to search results](#)

◀ Previous

Next ▶

Jump to new page

Page:
Go!

Display range of pages

Start:
End:

A

Real Property Data Search ()
Search Result for ANNE ARUNDEL COUNTY

[View Map](#)

Ground Rent Redemption Info Unavailable

Ground Rent Registration Info Unavailable

Special Tax Recapture: None

Account Number: District - 08 Subdivision - 579 Account Identifier - 90256690

Owner Information

Owner Name:

DIAMONDBACK INVESTMENT COMAPNY LLC

Use:

RESIDENTIAL

Principal Residence:

NO

Mailing Address:

2077 SOMERVILLE ROAD
SUITE 206
ANNAPOLIS MD 21401-

Deed Reference:

/41025/ 00061

Location & Structure Information

Premises Address:

799 CEDAR AVE
NORTH BEACH 20714-0000

Legal Description:

LTS 16 17 18 BK 22
799 CEDAR AVE
NORTH BEACH PARK

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0084	0003	0001	8020002.02	579		22	16	2024	Plat Ref: 0002/ 0036

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
			22,500 SF	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
			/				

Value Information

	Base Value	Value As of 01/01/2024	Phase-in Assessments As of 07/01/2025	As of 07/01/2026
Land:	152,900	161,600		
Improvements	0	0		
Total:	152,900	161,600		161,600
Preferential Land:	0	0		

Transfer Information

Seller: RUFF FRANK
Type: NON-ARMS LENGTH OTHER

Date: 01/13/2025
Deed1: /41025/ 00061

Seller:
Type:

Date:
Deed1: //

Seller:
Type:

Date:
Deed1:

Price: \$42,500
Deed2:

Price: \$0
Deed2:

Price:
Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2025	07/01/2026
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00/0.00	0.00/0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application

Date:

A

Real Property Data Search ()
Search Result for ANNE ARUNDEL COUNTY

[View Map](#)

No Ground Rent Redemption on File

No Ground Rent Registration on File

Special Tax Recapture: None

Account Number:

District - 08 Subdivision - 579 Account Identifier - 90002672

Owner Information

Owner Name:

ANNAPOLIS REALTY LLC

Use:

RESIDENTIAL

Principal Residence:

NO

Mailing Address:

2077 SOMERVILLE ROAD
SUITE 206
ANNAPOLIS MD 21401

Deed Reference:

/41024/ 00497

Location & Structure Information

Premises Address:

801 CEDAR AVE
NORTH BEACH 20714-0000

Legal Description:

LTS 14 15 BK 22
801 CEDAR AVE
NORTH BEACH PARK

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0084	0003	0001	8020002.02	579		22	14	2024	
Town: None									Plat Ref: 0002/ 0036

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
			15,000 SF	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
/							

Value Information

	Base Value	Value As of 01/01/2024	Phase-In Assessments As of 07/01/2025	As of 07/01/2026
Land:	136,200	145,200		
Improvements	0	0		
Total:	136,200	145,200		145,200
Preferential Land:	0	0		

Transfer Information

Seller: RUFF FRANK
Type: NON-ARMS LENGTH OTHER
Seller: RUBIN JAY A
Type: NON-ARMS LENGTH OTHER
Seller: TILGHMAN DAWN M
Type: ARMS LENGTH VACANT

Date: 01/13/2025
Deed1: /41024/ 00497
Date: 04/07/2016
Deed1: /29440/ 00419
Date: 12/17/2014
Deed1: /27895/ 00447

Price: \$42,500
Deed2:
Price: \$0
Deed3:
Price: \$60,000
Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2025	07/01/2026
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.0010.00	0.0010.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application

Date:

Ex B



County Executive Steven R. Schuh

Office of Planning and Zoning

www.aacounty.org

TO: Interested Parties
FROM: Development Division, Office of Planning and Zoning
SUBJECT: Lot Merger Agreement Instructions
DATE: March 8, 2017

As per Article 18 Section 18-4-203(a) of the Anne Arundel County Code, you are required to combine legal, contiguous residential lots under the same ownership. You are required to execute a Lot Merger Agreement via the following process:

1. Lots must be under identical ownership, and have the same zoning.
2. Complete the Lot Merger Agreement including all information regarding subdivision and lot information, deed references, etc., along with the proper notarized signatures of all property owners listed on the deed. Print the owner(s) name(s) at the top of the first page exactly as it appears in the deed. If an owner is deceased, please provide a copy of the death certificate. Do not date the Agreement on the first page; the date will be added upon signature of the Planning and Zoning officer.
3. Please note that when these documents are executed by or on behalf of a corporation, the signature line and notary certification should indicate that official capacity of the executing party. LLCs, LLPs, etc. will require proof of authority.
4. When these documents are executed by a Trustee(s), please provide a copy of the Trust Document.
5. Attach a copy of the most recent deed.
6. Submit the signed agreement to the applicable reviewer along with verification that taxes for the lots have been paid. Please allow 10 working days for an internal routing process. The applicant will be contacted to submit a check for \$60.00 at the time of recording, made out to the "Clerk of the Court."
7. The associated permit(s) can be issued once the agreement is approved and the check is submitted.
8. If the lots are under separate property tax account numbers, you must consolidate them under one number. Contact the State Department of Assessments and Taxation at 410-974-5709 or by email at sdatt.aa@maryland.gov for information about consolidating the lots under one number.

If you have any questions on this process contact the Zoning Reviewer listed on the permit document letter.

799 ?
13

LOT MERGER AGREEMENT

LR - Agreement
Recording Fee 20.00
Name: ruff
Ref:
LR - Agreement
Surcharge 40.00
SubTotal: 60.00
Total: 60.00
11/13/2024 01:24
CC02-XG
#18529830 CC0501 -
Anne Arundel
County/CC05.01.08 -
Register: 08

THIS LOT MERGER AGREEMENT, is made this 23rd day of October, 2024, by and between Frank Ruff ("Property Owner"), and ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, (the "County").

WHEREAS, Property Owner owns two or more contiguous lots located in a residential zoning district of the County and desires to use the lots to serve a single principal use, as provided in Subtitle 2, Title 4 of Article 18 of the Anne Arundel County Code (2005, as amended) (the "Lot Merger Law"); and

WHEREAS, the Lot Merger Law requires contiguous residential lots serving a single principal use to be merged by agreement as a condition precedent to approval of a grading or building permit or resolution of an enforcement action under Article 17 of the County Code; and

WHEREAS, Property Owner has applied for Building or Grading Permit Number B02428997, or is resolving a enforcement action under Article 17, and intends this Agreement to satisfy the requirements of the Lot Merger Law.

NOW, WITNESSETH, THAT The County and Property Owner agree as follows:

1. The Property Owner and the County agree that the contiguous lots described as Lots 16, 17 and 18, Block 22, Plat of North Beach, and as more fully described in a deed from Franics M. Mondimore to Frank Ruff dated March 25, 2016 and recorded among the Land Records of Anne Arundel County in Book 29440, Page 419, ("the Lots"), are subject to the terms and conditions of this agreement.
2. Upon execution of this Agreement, the Lots shall be merged for the purpose of serving a single principle use. Hereafter the Lots shall be treated as a single lot for the purposes of Article 18 of the County Code and may not be unmerged except in compliance with the laws of Anne Arundel County.
3. This Agreement shall be recorded in the Land Records of Anne Arundel County at

801 Cedar
tax act.
↓

ACCT. 8579-9000-2672
ALL REQUIRED LIENS ARE PAID AS
OF 11/6/24 A.A. COUNTY
BY: JA

NO
?

801
Cedar
bldg permit

B

BOOK: 40884 PAGE: 460

the expense of the Property Owner.

4. The terms of this Agreement shall constitute a covenant running with the land and said covenant shall be binding upon and inure to the benefit of the parties to this Agreement, their legal representatives, successors, and assigns.
5. Other than as provided herein, the merger of the Lots shall not affect the legal description or title to the Lots.

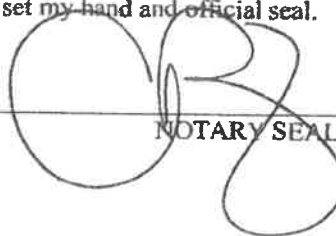
IN WITNESS WHEREOF, the parties do hereunto set their hands on the date and year first above written.


Frank Ruff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

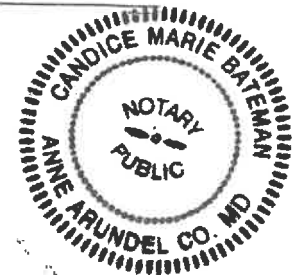
I HEREBY CERTIFY, that on this 23 day of August, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Frank Ruff known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Agreement and acknowledged that he/she executed the same for the purposes therein.

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


NOTARY SEAL

My Commission Expires:

5.21.26



B

BOOK: 40884 PAGE: 461

REVIEWED FOR FORM

AND LEGAL SUFFICIENCY:

APPROVED FOR FORM AND LEGAL SUFFICIENCY

~~GREGORY J. SWAIN, COUNTY ATTORNEY~~

BY: [Signature]

Date 10/21/24

Katelyn D. Denison
Assistant County Attorney

ANNE ARUNDEL COUNTY, MARYLAND

BY: [Signature] (SEAL)
Jenny B. Dempsey, Planning & Zoning
Officer for Steuart Pittman, County
Executive

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of October, 2024 before
me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared
JENNY B. DEMPSEY, Planning and Zoning Officer for STEUART PITTMAN, County
Executive of Anne Arundel County, Maryland, a political subdivision of the State of Maryland,
that she, on behalf of the County Executive, has been authorized to execute this agreement for the
purposes herein contained.

AS WITNESS my hand and Notarial Seal.

MONICA K. CAWOOD
Notary Public - State of Maryland
Anne Arundel County
My Commission Expires Jun 1, 2027

[Signature]
NOTARY PUBLIC

My Commission Expires:

BOOK: 40884 PAGE: 462
STATE OF MARYLAND LAND INSTRUMENT INTAKE SHEET
Baltimore City County: Anne Arundel
Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

13

1	Type(s) of Instruments	☐ Check Box if addendum Intake Form is Attached.	
2	Conveyance Type Check Box	Improved Sale Arms-Length [1]	Unimproved Sale Arms-Length [2]
3	Tax Exemptions (if applicable) Cite or Explain Authority	Recordation	State Transfer
4	Consideration and Tax Calculations	Consideration Amount Purchase Price/Consideration \$ Any New Mortgage \$ Balance of Existing Mortgage \$ Other: \$ Other: \$ Full Cash Value: \$	
5	Fees	Finance Office Use Only Transfer and Recordation Tax Consideration Transfer Tax Consideration \$ X () % = \$ Less Exemption Amount = \$ Total Transfer Tax = \$ Recordation Tax Consideration \$ X () per \$500 = \$ TOTAL DUE \$	
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District: 08 Property Tax ID No. (1): 579-9000 2012 Grantor Liber/Folio: Map: 84 Parcel No.: 01 Var. LOG: (5) Subdivision Name: North Beach Park Lot (3a): Block (3b): Sect./AR (3c): Plat Ref.: 0002/0036 SqFu/Acreage (4): 15,770 S4 Location/Address of Property Being Conveyed (2): 801 Cedar Ave North Beach 2014 Other Property Identifiers (if applicable): Residential: [] or Non-Residential: [] Fee Simple: [] or Ground Rent: [] Amount: [] Partial Conveyance? [] Yes [] No Description/Amt. of SqFu/Acreage Transferred: [] If Partial Conveyance, List Improvements Conveyed: [] Doc. 1 - Grantor(s) Name(s): Frank Ruff Doc. 2 - Grantor(s) Name(s): [] Doc. 1 - Owner(s) of Record, if Different from Grantor(s): [] Doc. 2 - Owner(s) of Record, if Different from Grantor(s): [] Doc. 1 - Grantee(s) Name(s): [] Doc. 2 - Grantee(s) Name(s): [] New Owner's (Grantee) Mailing Address: [] Doc. 1 - Additional Names to be Indexed (Optional): [] Doc. 2 - Additional Names to be Indexed (Optional): [] Name: Anne Arundel County Form: Office of Planning & Zoning Address: MS 6305 Phone: () [] Return to Contact Person [] Hold for Pickup [] Return Address Provided [] IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER Assessment Information: Yes [] No [] Will the property being conveyed be the grantor's principal residence? Yes [] No [] Does transfer include personal property? If yes, identify: [] Yes [] No [] Was property surveyed? If yes, attach copy of survey (if recorded, no copy required). [] Terminal Verification: Transfer Number: 20 20 Agricultural Verification: Whole Part Trans. Process Verification: Geo. Map Sub Block Land Zoning Grid Plat Lot Buildings Use Parcel Section Lot Total Town Cd. Ex. St. Ex. Cd. Occ. Cd. REMARKS: []	

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) SAP 40884, p. 0462 MSA CE59, 41326. Date available 11/19/2024. Printed 01/28/2025.

Space Reserved for County Validation

801 ?

BOOK: 40884 PAGE: 455

Ex B

LOT MERGER AGREEMENT

LR - Agreement
Recording Fee 20.00
Name: ruff
Ref:
LR - Agreement
Surcharge 40.00
SubTotal: 60.00
Total: 60.00
11/13/2024 01:23
CC02-KG
#18529828 CC0501 -
Anne Arundel
County/CC05.01.02 -
Register 08

THIS LOT MERGER AGREEMENT, is made this 23^d day of October, 2024, by and between Frank Ruff ("Property Owner"), and ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, (the "County").

WHEREAS, Property Owner owns two or more contiguous lots located in a residential zoning district of the County and desires to use the lots to serve a single principal use, as provided in Subtitle 2, Title 4 of Article 18 of the Anne Arundel County Code (2005, as amended) (the "Lot Merger Law"); and

WHEREAS, the Lot Merger Law requires contiguous residential lots serving a single principal use to be merged by agreement as a condition precedent to approval of a grading or building permit or resolution of an enforcement action under Article 17 of the County Code; and

WHEREAS, Property Owner has applied for Building or Grading Permit Number B02428997, or is resolving an enforcement action under Article 17, and intends this Agreement to satisfy the requirements of the Lot Merger Law.

NOW, WITNESSETH, THAT The County and Property Owner agree as follows:

1. The Property Owner and the County agree that the contiguous lots described as Lots 14 and 15, Block 22, Plat of North Beach and as more fully described in a deed from Franics M. Mondimore to Frank Ruff dated March 25, 2016 and recorded among the Land Records of Anne Arundel County in Book 29440, Page 419, ("the Lots"), are subject to the terms and conditions of this agreement.
2. Upon execution of this Agreement, the Lots shall be merged for the purpose of serving a single principle use. Hereafter the Lots shall be treated as a single lot for the purposes of Article 18 of the County Code and may not be unmerged except in compliance with the laws of Anne Arundel County.
3. This Agreement shall be recorded in the Land Records of Anne Arundel County at

ACCT. 8579-9025-6690
ALL REQUIRED LIENS ARE PAID AS
OF 11/6/24 A.A. COUNTY
BY: [Signature]

799 Cedar
+ ax
act. #

801

bldg

perm

B

the expense of the Property Owner.

4. The terms of this Agreement shall constitute a covenant running with the land and said covenant shall be binding upon and inure to the benefit of the parties to this Agreement, their legal representatives, successors, and assigns.
5. Other than as provided herein, the merger of the Lots shall not affect the legal description or title to the Lots.

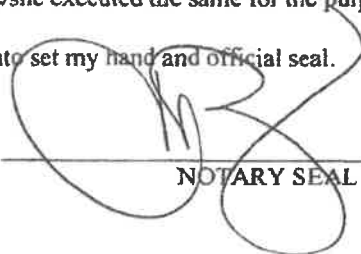
IN WITNESS WHEREOF, the parties do hereunto set their hands on the date and year first above written.


Frank Ruff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

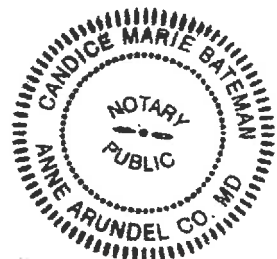
I HEREBY CERTIFY, that on this 23 day of August, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Frank Ruff known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Agreement and acknowledged that he/she executed the same for the purposes therein.

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


NOTARY SEAL

My Commission Expires:

5.21.26



B

REVIEWED FOR FORM

AND LEGAL SUFFICIENCY:

APPROVED FOR FORM AND LEGAL SUFFICIENCY
GREGORY J. SWAIN, COUNTY ATTORNEY

BY: [Signature]

Date 10/24/21

Kathryn D. Denison
Assistant County Attorney

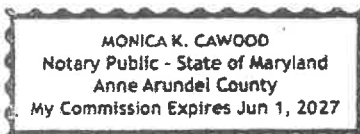
ANNE ARUNDEL COUNTY, MARYLAND

BY: Jenny B. Dempsey (SEAL)
Jenny B. Dempsey, Planning & Zoning
Officer for Steuart Pittman, County
Executive

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of October, 2021, before
me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared
JENNY B. DEMPSEY, Planning and Zoning Officer for STEUART PITTMAN, County
Executive of Anne Arundel County, Maryland, a political subdivision of the State of Maryland,
that she, on behalf of the County Executive, has been authorized to execute this agreement for the
purposes herein contained.

AS WITNESS my hand and Notarial Seal.



Monica K. Cawood
NOTARY PUBLIC

My Commission Expires:

of instruments		Deed of Trust				Mortgage Lease		Other <u>LMA</u>		Other			
2	Conveyance Type Check Box	Improved Sale Arms-Length [1]	Unimproved Sale Arms-Length [2]	Multiple Accounts Arms-Length [3]	Not an Arms-Length Sale [9]								
3	Tax Exemptions (if applicable)	Recordation											
	Cite or Explain Authority	State Transfer											
		County Transfer											
4	Consideration and Tax Calculations	Consideration Amount				Finance Office Use Only Transfer and Recordation Tax Consideration							
		Purchase Price/Consideration	\$			Transfer Tax Consideration		\$					
		Any New Mortgage	\$			X () % =		\$					
		Balance of Existing Mortgage	\$			Less Exemption Amount		-					
		Other:	\$			Total Transfer Tax		=					
		Other:	\$			Recordation Tax Consideration		\$					
		Full Cash Value:	\$			X () per \$500 =		\$					
5	Fees	Amount of Fees				Doc. 1		Doc. 2		Agent:			
		Recording Charge	\$			\$		\$		Tax Bill:			
		Surcharge	\$			\$		\$		C.B. Credit:			
		State Recordation Tax	\$			\$		\$		Ag. Tax/Other:			
		State Transfer Tax	\$			\$		\$					
		County Transfer Tax	\$			\$		\$					
		Other	\$			\$		\$					
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)		Grantor Liber/Folio		Map		Parcel No.		Var. LOG		
		08	579 7025 0690				84		01		(5)		
		Subdivision Name				Lot (3a)		Block (3b)		Sect/AR (3c)		Plat Ref.	
		North Beach Park										0002/0036	
		Location/Address of Property Being Conveyed (2)											
		799 Cedar Ave North Beach 20714											
		Other Property Identifiers (if applicable)											
		Water Meter Account No.											
		Residential ☐ or Non-Residential ☐ Fee Simple ☐ or Ground Rent ☐ Amount:											
		Partial Conveyance? ☐ Yes ☐ No Description/Amt. of SqFt/Acreage Transferred:											
7	Transferred From	If Partial Conveyance, List Improvements Conveyed:											
		Doc. 1 - Grantor(s) Name(s)					Doc. 2 - Grantor(s) Name(s)						
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)					Doc. 2 - Owner(s) of Record, if Different from Grantor(s)						
8	Transferred To	Doc. 1 - Grantee(s) Name(s)											
		Doc. 2 - Grantee(s) Name(s)											
		New Owner's (Grantee) Mailing Address											
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)					Doc. 2 - Additional Names to be Indexed (Optional)						
10	Contact/Mail Information	Instrument Submitted By or Contact Person											
		Name: Anne Arundel County Firm: Office of Planning & Zoning Address: MS 6305 Phone: ()											
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER												
	Assessment Information	Will the property being conveyed be the grantee's principal residence?											
		Does transfer include personal property? If yes, identify:											
		Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).											
Assessment Use Only - Do Not Write Below This Line													
Terminal Verification Agricultural Verification Whole Part Tran. Process Verification													
Transfer Number Date Received: Deed Reference: Assigned Property No.:													
Year 20 20 Geo. Map Sub Block													
Land Zoning Grid Plat Lot													
Buildings Use Parcel Section Occ. Cd.													
Total Town Cd. Ex. St. Ex. Cd.													

B

or County Validation

Ex. C

MARYLAND MATTERS

GOV &
POLITICS

ENVIRONMENT

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What Gov. Hogan's Ethics Disclosures Tell Us – And What They Don't

BY: **STAFF** - FEBRUARY 27, 2018 7:43 AM

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By Edward Ericson Jr.

Three years into his administration, a trust representing Gov. Lawrence J. Hogan (R) continues to invest in real estate projects, including at least 16 new land deals since taking office.

Hogan's investments are perfectly legal, approved by the State Ethics Commission and listed on his annual disclosure form. But because the disclosure process for state officials is so opaque, it leaves many questions unanswered about the extent of Hogan's holdings, how

Ex C

much he knows about them, and what potential conflicts of interest, if any, may exist.

Hogan's assets are controlled by a trust—but it's not a blind trust. He and the State Ethics Commission opted instead for a "trust agreement" that set guidelines for Hogan's investments, how much he was required to disclose publicly, and ethics commission oversight.

One national ethics expert questioned the effectiveness of such oversight.

"That does not address in any way the potential conflicts of interest," says Kathleen Clark, a lawyer and law professor at Washington University, St. Louis, who has written extensively on ethics in government.

The ethics commission has kept Hogan's trust arrangement, and all correspondence associated with it, confidential. Two months after *Maryland Matters* requested information for this story, Hogan's spokesman, Douglass V. Mayer, voluntarily released the trust agreement along with three letters between Hogan,



■ This empty lot near the West Hyattsville Metro station is part of a proposed mixed-use development that the Hogan Companies is helping develop. Photo by Josh Kurtz

Ex C

the governor's general counsel, Robert F. Scholz, and Ethics Commission Executive Director Michael W. Lord.

Mayer said no other news outlet has ever asked to see the documents.

The trust agreement and letters indicate that Hogan was in office for more than a year before the trust agreement was executed – though Hogan, his counsel and the commission had been in touch since his election. In the letters and the trust itself, Hogan pledges not to direct his eponymous business empire in any way, and to respect the state's "prestige of office" regulations, which forbid an official from using his government position to improve his business prospects. But the governor does state that he expects to be updated on its profitability and its holdings.

Hogan's immediate predecessors became governor after long careers in elective office. They may have had investments that the ethics commission needed to monitor, but they did not leave a flourishing business to take office, as Hogan did.

In Hogan's case the ethics process appears to have been set up so that he can be briefed in the broadest sense on the economic health of his business holdings and return to the company after he leaves office.

"In our discussions, we have had to deal with the fact that I have continuing interests in active and ongoing businesses which cannot be placed into a blind trust pursuant to the Commission's regulations," Hogan wrote

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to Lord, in a letter dated April 10, 2016. "The Commission approved the trust document which includes some of the provisions generally found in blind trusts."

He goes on to name the trustees: Victor White, Jacob Ermer and David Weiss. White is chief operating officer of The Hogan Companies, Ermer is vice president, and Weiss is a former executive, employed by Hogan for 14 years. According to his Linked-In account, Ermer has been a Realtor since 2012 with Coldwell Banker.

Damon Effingham, executive of the nonprofit government watchdog Common Cause Maryland, said that "short of complete divestiture," the arrangement would not sufficiently erase doubts about whether the governor can avoid all conflicts of interest.



📷 Damon Effingham of Common Cause Maryland

"There is a lot of differences between Donald Trump and Larry Hogan," Effingham said. But Hogan's trust agreement, he added, is similar to Trump's in that it's not a blind trust and it leaves his businesses in

the hands of relatives and employees.

Effingham says this is becoming increasingly common:

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“In a lot of cases, they’re really just a sort of show of ethical behavior: ‘Hey, I’m taking myself out of this but I’m still getting the profits.’”

Nine Active Land Deals

Two projects in Hogan’s portfolio are close to a state highway improvement project that Hogan announced, along with several others, in 2015.

There is no indication that the governor deliberately took an official action to benefit himself financially, considering the road improvement project was on state transportation planners’ since 1984 and the first funding was first provided under Hogan’s predecessor, former Gov. Martin J. O’Malley (D). The plan was developed over the years in consultation with state and local leaders.

The \$55.7 million overpass on Maryland Route 5, complete with a roundabout, sidewalks and a 247-space rideshare parking lot, is a stone’s throw from a proposed 310-apartment residential development the governor partially owns on 12.5 acres behind the Xscape Theater complex at Brandywine Crossing, near the border of Prince George’s and Charles counties.

Hogan’s company subsequently established a second, 75-acre development, proposing town houses, garden apartments, medical office space and an assisted living center, less than a mile up the road from the planned new overpass project, expected to be completed by the summer of 2019.

They are two of at least nine active land deals the

Exc

governor has taken a financial interest in since he took office, according to his financial disclosure form.

In his latest ethics filing, submitted in April of 2017, the governor disclosed substantial ownership—between 11 and 33.3 percent—in 16 limited liability corporations that have been chartered since his January 2015 inauguration.

The form lists only the names of the LLCs, with no information about what the businesses do or own.

Using public documents, *Maryland Matters* was able to map nine of these projects. The rest do not yet appear to have recorded deeds or requested planning or zoning approvals that would detail their holdings.

Mayer, the governor's spokesman, said Hogan cleared all this with the State Ethics Commission.

“Upon taking office, Governor Hogan and the Ethics Commission worked to make sure that all parties are protected from conflicts of interest,” he said in a December email, before releasing the trust agreement to *Maryland Matters*. “The Ethics Commission approved a financial interest exception and as part of that approval the governor placed his interests in an Ethics Commission approved trust, under which the Hogan Companies are overseen by trustees without any consultation with or any involvement of the governor.

“Additionally, the governor made specific commitments as to non-participation, in any Hogan Companies matters,” Mayer said, adding that the new companies are listed in the latest report “because the Hogan

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Companies have continued to invest in real estate, although without any involvement of the governor whatsoever.”

Under state ethics law, a public official seeking to place his or her assets in a certified blind trust would have to turn all assets over to a trustee who had full control of them.

“An interested party may not have the ability to learn of the assets of the trust or the actions of the trustee,” according to the law – which is why the ethics law also says that assets held in a blind trust need not be disclosed on the state financial disclosure form: the ethics form itself, which is a public record, would unblind the trust.

But Hogan’s trust agreement appears to give contradictory statements about the degree to which the governor can learn what his companies are investing in. At Schedule B, Hogan waives any right to information about the administration of the trust.

But item C on page 2 of the trust agreement states that “Neither this Trust nor the agreement to refrain from all participation in management and direction of the assets in the Trust limits the information regarding the Trust assets which the Interested Parties may receive from the Trustees. The intent of the Parties is that they not participate in business decisions made by the Trustees.”

But if the agreement does not limit the information Hogan can receive from the trustees, what assurances do Marylanders have that the governor couldn’t put

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himself in a position to improve his own prospects through his official actions?

“The governor is not updated on the status of the business,” Mayer said in an email earlier this month. “The trustees have periodically updated the governor on the status of the trust over the past three years as provided for by the agreement. “Article 2(A), (B) and (C) of the Trust work together to prohibit advance consultation or solicitation of advice with respect to the business activities of the Trust. Very simply, the Trust goes further than current Maryland law.”

To prevent a politician from being able to guess whether any official actions might benefit his personal holdings, Maryland ethics law directs that a blind trust may not have any single holding that exceeds 20 percent of the trust’s assets. The law also limits the assets so that no single “economic sector” can comprise more than 30 percent of an official’s blind trust.

Designed mainly for public stock, blind trusts simply don’t work well for companies, like Hogan’s, that deal in speculative land purchases, real estate development and brokerage in the state he governs. Hogan’s trust is filled with Hogan’s companies.

An exception to this rule is possible if the trust were created prior to 1995. Hogan’s was not.

The other exception is if, in the ethics commission’s judgment, “the particular holdings present no conflict of interest under General Provisions Article, Title 5, Annotated Code of Maryland.”

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That appears to be the case here.

Lord, the state ethics commission director who took the job in 2011, when O'Malley was governor, says the state's ethics law requires that its agreement with the governor be secret.

"The Commission does not disclose advice it provides concerning the application of the ethics law," Lord wrote in an email, "nor does it disclose whether advice has been requested."

He said he prefers the word "confidential" to "secret," and that the governor's ethics disclosures speak for themselves.

Hogan's brother runs the company

According to the governor's ethics filing, The Lawrence J. Hogan Jr. Trust is the 100 percent owner of The Hogan Group, LLC, which in turn owns varying stakes in six other Hogan companies. Those six companies own or control dozens more, including the 16 detailed in this story, which are subsidiaries of Hogan Development, LLC.

Hogan Companies, LLC, whose website details various Hogan companies' involvement in commercial and residential real estate, land brokerage, consulting and investment, is helmed by the governor's younger brother, Timothy.

Timothy Hogan joined the family business while he was still in college. A 2014 profile

 Timothy Hogan

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on the *Bisnow* web page of
business publications said he
was "running 39 projects
across nine jurisdictions"
then, "each one with co-
investors. . . . Many of its
deals also are off market."

TimHogan

Founded by Larry Hogan in
1985, "The Hogan Companies have completed \$2
billion in real estate transactions by bringing sellers and
buyers together to create win-win scenarios," according
to its website. "We have been involved in the
acquisition, entitlement, development and disposition
of more than 35,000 acres of land. Commercial real
estate brokerage, including marketing, sales and leasing
of commercial and industrial properties, has always
been a primary focus for the firm."

In addition, the company "offers a streamlined process
of acquisition, sales and marketing services for builders.
We have a lot and custom home division and we can
even assist select home buyers in the purchasing of a
home," the website says, and "may also be willing to
directly invest in or identify equity funds or other
investors who would participate in your real estate
opportunity. If you want to maximize your return on a
property, figure out the best strategy to achieve the
optimum results and highest value, we are the only ones
to turn to."

When the Hogan companies "directly invest," the
governor has to disclose his ownership. If the holdings
were in a blind trust, this would not be required under

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Maryland law.

Larry Hogan's ethics disclosure from 2014, when he was a candidate for governor, lists ownership in a total of 20 companies, 16 fewer than he listed two years later. It is unclear if Timothy Hogan, who did not respond to phone messages and an email from *Maryland Matters*, holds ownership of projects that his brother does not.

Hogan was asked about his land holdings after his election in 2014. He declined to divulge the names of the private companies under which he did business, and he was tight-lipped about his public plans as well, saying he would address policy concerns after he took office. "I'm going to be governor on Jan. 21, and we'll start talking about policy then," Hogan told a reporter for *The Baltimore Sun*. "In the meantime, we're going to put our transition team together."

At the time, the *Capital Gazette* reported, the Hogan Group's "largest current project is a 51-townhouse development planned at 7836 Telegraph Road" in Severn, Md.

Public records and the Hogan Companies' website indicate that the governor owns interests in at least six larger projects underway now [see map and list below]. According to the *Bisnow* profile, The Hogan Group took a contrarian strategy during the Great Recession, partnering with "high net-worth individuals" to buy land it considered undervalued and awaiting the recovery.

As with most real estate deals, the names of its partners

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are not typically disclosed.

Hogan has never publicly spoken about his ownership of private developments while in office. In a letter to Lord, dated April 11, 2016, the governor pledged to “delegate” any official act he would be required to take in which his companies had a “specific interest.”



Robert F. Scholz, Gov. Hogan's general counsel

In his email this month, Mayer said the governor has never yet delegated a decision, but if there were an opportunity to do so, Scholz, his general counsel, who was chairman of the Ethics Commission for three years during the O'Malley administration, when Lord was appointed executive director, would handle it.

A blanket ruling

Hogan served as governor for eight months before the Ethics Commission granted him an “extraordinary exemption” from the law, though he and his counsel had been in communication with the panel since before Hogan took office.

In its Feb. 12, 2015 meeting, Lord “briefed the Commission on a request he anticipates will be received soon from the Governor’s Office for an extraordinary exemption on behalf of a public official,” according to the minutes — which suggests Hogan was in office for at

Exc

least three weeks before the Ethics Commission could act.

There was no further indication of any such request until the Sept. 10, 2015 meeting, by which time no fewer than seven new LLCs had been created in which Hogan holds an interest, including Brandywine Crossing Realty Partners—the 12.5-acre site behind the movie theater and shopping center.

In that meeting, Item 54 on the agenda read: “Informal Matter – Financial Interest of Elected Official (15-0361) Discussion: Ms. [Jennifer] Allgair [the panel’s general counsel] briefed the Commission on a financial interest exception request from an elected official who wants to retain ownership interests in several private businesses,” the minutes report.

“Decision: The Commission granted an exception to allow the financial interest and approved the proposed nonparticipation plan outlined by the elected official.”

The very next matter on that agenda involved a University of Maryland employee who wanted to “retain a financial interest in a private LLC where he serves as one of three managing members and holds approximately 30% of the outstanding equity.”

The commission denied that request.

It has not been previously reported that the governor’s eponymous development company was buying new parcels and planning new developments in the months after the governor took office but before he came to a “non-participation” agreement with the ethics

Exc

commission.

Lord told *Maryland Matters* that, generally, the ethics law requires the commission to issue an advisory opinion not more than 60 days after receiving a request—and sooner if circumstances require it.

However, he wrote in an e-mail: “On rare occasions, generally due to the complexity of an issue and/or the need for additional information from the requester, it takes the Commission more than 60 days to render the requested advice. In such cases the requester is apprised of the need for additional time (and may actually be the reason for the delay as the requester is gathering information to address the Commission’s questions).”

The governor’s office released to *Maryland Matters* the April 22, 2016 letter from Lord to Scholz, Hogan’s chief counsel, which refers to the financial interest exception granted on Sept. 10, 2015.

“The commission reviewed this matter as an informal advice request and, therefore, the matter is confidential pursuant to the Commission’s statute and regulations,” Lord wrote. “The Trust Agreement is not part of the Governor’s financial disclosure file and is not available for public inspection pursuant to . . . the Public Ethics Law.”

Clark says Maryland law is unusual. “There is a place for, in my view, certain types of [ethics] advice to be confidential,” she said. “But I am surprised that advice from an ethics commission to a sitting governor would be confidential.”

ExC

It is not known who, if anyone, monitors the trustees or the governor to assure compliance with his “non-participation arrangement.” There is no public indication of any process by which anyone could check, or sanction, the governor if he violates the agreement.

The governor disclosed new ownership in the following 16 LLCs in his April 2017 filing [[see map](#)]:

BACKBONE REALTY COMPANY, LLC

Chartered by David Katz, the longtime chief legal officer of the Hogan Group, on June 12, 2015, the company took control of 11 acres on East Joyce Lane in Arnold for \$3.2 million. The governor’s ethics form disclosed a 12.5 percent stake, and the company sold the development for \$4.9 million to Hovnanian Homes in August 2017.

BLACK-EYED SUSAN PARTNERS, LLC

Chartered by Bryan Hyre—a partner at Lessans, Praley & McCormick and the Hogan Group’s other go-to real estate lawyer—on Aug. 5, 2016, this company spent \$2.2 million for 75 acres near Branch Avenue and Brandywine Road in Brandywine, less than a mile from a \$55.7 million road project the governor announced the year before. Proposed is a mixed-use development with townhouses, garden apartments, medical office space and an assisted living center. The governor divulged that the Hogan Cos. had an ownership stake of 13 percent.

BRANDYWINE CROSSING REALTY PARTNERS, LLC

Ex C

Hyre chartered this company on March 3, 2015, less than eight weeks after Hogan's inauguration. The company bought 12.5 acres on Matapeake Business Drive, behind the Brandywine Crossing shopping center, just down Route 5 from the Black-Eyed Susan project. The land sale has not yet been recorded in public records. A real estate newsletter reported that the proposal is for 310 garden apartments in partnership with Fairfield Companies of Copley, Ohio. Hogan disclosed 25 percent ownership for his company.

DIAMONDBACK INVESTMENT COMPANY

Chartered by Hyre on March 9, 2015, Diamondback controls seven acres near the intersection of Crain Highway and Crawford Boulevard in Crofton. It has proposed a multi-family residential development, and requested a zoning variance to eliminate a requirement for a commercial use on the parcel. County zoning officials recommended the change. The governor disclosed a 25 percent stake in the project; the land sales price has yet to be recorded.

GREEN CENTURY PARTNERS, LLC

Hyre chartered this one on Jan. 6, 2017. The company paid \$1.4 million for 20 acres at the intersection of Route 301 and Route 725 in Upper Marlboro, and plans an unspecified mixed-use development to be called "The Preserve at Upper Marlboro." Hogan disclosed a 16.25 percent ownership stake for his company.

GREEN REVOLUTION REALTY, LLC

Hyre formed this LLC on Aug. 12, 2016; it bought "The

Exc

Bean Property”—63.6 acres at 11100 Westphalia Road in Upper Marlboro—for \$2.2 million. The proposal includes some 300 dwelling units in a mix of townhomes and single-family units. The governor disclosed 13 percent ownership for his company.

HERRINGBONE DEVELOPMENT, LLC

Katz serves as resident agent for this one, established Feb. 1, 2017, controlling 4.5 acres on the 600 block of Brightview Drive in Millersville for an as-yet undisclosed sum. The company—32.5 percent owned by the governor’s business, according to his ethics disclosure—has proposed townhomes and requested a rezoning from the current R2 (two houses per acre) to R10. The zoning change is pending approval by the Anne Arundel County Council. Zoning officials did not oppose.

THE VILLAS AT SEVERN CREST, LLC

This is another Katz company, formed on Nov. 7, 2014, three days after Hogan was elected governor. Hogan claims his company has a 25 percent stake. The Villas controls a 20-acre parcel at 1070 Minnetonka Road, Severn, but has not recorded the deed with the price of purchase. It proposed an assisted living community with 49 attached and detached units, and requested a special exception from the county zoning board for the assisted living project in an R1/R2 zoning district and to eliminate an open space zoning designation on part of the property. The zoning board recommended approval.

WEST HYATTSVILLE PROPERTY COMPANY,

Ex C

LLC

This is the second company Hyre chartered on Hogan's behalf on March 9, 2015. The 18.5-acre development at 5620 Ager Rd. in Hyattsville has been dubbed "[The Riverfront at West Hyattsville Metro](#)," and plans 183 townhouses and 300 apartments along with 9,000 square feet of retail floor space near the West Hyattsville Green line station. A community park will occupy 4.5 acres. Construction and marketing by Gilbane Construction is ongoing. The governor disclosed an 11.5 percent ownership stake in this project.

In addition to the above nine companies, Hogan also disclosed ownership interests in the following seven LLCs that had not appeared on his first financial disclosure form. *Maryland Matters* could find no public records on them beyond the corporate charter.

This is not unusual, as developers routinely option land privately months or even years before closing a deal. LLCs are a fairly secretive way to do business, requiring only the disclosure of a resident agent and nothing about the company's shareholders, partners, lenders or activities.

BLUE CRAB REALTY COMPANY, LLC, established May 27, 2017, by David Katz. The Hogan Cos. own one-third of this company, according to his ethics disclosure.

BLUE RIDGE REALTY PARTNERS, LLC, established Feb. 24, 2016, by David Katz. Hogan claims 13 percent ownership.

Exc

FREE STATE LAND COMPANY, LLC, established July 17, 2015, by Katz, with Bryan Hyre taking over as the registered agent in January 2017. Hogan lists 21.25 percent ownership for his company.

FREE STATE REALTY PARTNERS, LLC, established with Katz as registered agent on December 2, 2015, and switched to Hyre in January 2017. Hogan's company owns 27 percent.

HOLOMATZ DEVELOPMENT, LLC, established by Katz on May 5, 2016. Unlike all the other corporations, which are domiciled at one of two Hogan Group offices, this one lists its address as 1931 Pendennis Drive, Annapolis, which Katz owns and claims as his principal residence. Hogan lists 32.5 percent ownership.

IRON WILL REALTY COMPANY, LLC, established May 20, 2016, by Bryan Hyre. Hogan's business owns one-third.

LEGACY INVESTMENTS, LLC, established Aug. 16, 2012, by Timothy Hogan. The governor owns 25 percent of this company, according to his 2017 disclosure with the state ethics commission. He did not list ownership of the company on his 2015 filing.

STAR-SPANGLED INVESTMENTS, LLC, chartered on June 12, 2016 by Katz. A company with the same name was chartered in Utah about three weeks before this one, but it appears unrelated.

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March 25, 2025

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Nicholas Sfakiyanudis
Controller

HOGAN

2077 Somerville Road, Suite 206, Annapolis, Maryland 21401
Main: (410) 266-5100

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I

Experience - R

Ex C

ARTICLES OF ORGANIZATION

OF

DIAMONDBACK INVESTMENT COMPANY, LLC

The undersigned, being authorized to execute and file these Articles, hereby certifies that:

FIRST: The name of the limited liability company (hereinafter referred to as the "Company") is:

"DIAMONDBACK INVESTMENT COMPANY, LLC"

SECOND: The latest date on which the Company is to dissolve is December 31, 2065.

THIRD: The purposes for which the Company is formed are:

- (a) to engage in the business of real estate investment; and
- (b) to do anything permitted by Section 4A-203 of the Corporations and

Associations Article of the Annotated Code of Maryland, as amended from time to time.

FOURTH: The address of the principal office of the Company in this State is:

DIAMONDBACK INVESTMENT COMPANY, LLC
7419 Baltimore-Annapolis Blvd.
Glen Burnie, Maryland 21061

FIFTH: The name and address of the resident agent of the Company are:

Bryan M. Hyre
7419 Baltimore-Annapolis Blvd.
P.O. Box 1330
Glen Burnie, Maryland 21061

CUST ID: 0003217689
WORK ORDER: 0004434269
DATE: 03-09-2015 04:36 PM
AMT. PAID: \$150.00

ExC

IN WITNESS WHEREOF, I have signed these Articles of Organization and acknowledged them to be my act this 9th day of March, 2015.



Bryan M. Hyre

I HEREBY consent to act as resident agent in Maryland for the entity named in the attached instrument.



Bryan M. Hyre

After recording, please return to:

Bryan M. Hyre, Esquire
Lessans, Praley & McCormick, P.A.
7419 Baltimore-Annapolis Blvd.
P.O. Box 1330
Glen Burnie, Maryland 21060

Exc

CORPORATE CHARTER APPROVAL SHEET

**** EXPEDITED SERVICE ****

**** KEEP WITH DOCUMENT ****

DOCUMENT CODE 40 BUSINESS CODE 20

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging (Transferor) _____

Surviving (Transferee) _____



1000362007654835

ID # W16384679 ACK # 1000362007654835

PAGES: 0003

DIAMONDBACK INVESTMENT COMPANY, LLC

03/09/2015 AT 03:38 P M0 # 0004434289

New Name _____

FEES REMITTED

Base Fee: 100
Org. & Cap. Fee: 50
Expedite Fee: _____
Penalty: _____
State Recordation Tax: _____
State Transfer Tax: _____
Certified Copies _____
Copy Fee: _____
Certificates _____
Certificate of Status Fee: _____
Personal Property Filings: _____
Mail Processing Fee: _____
Other: _____

TOTAL FEES: 150

Credit Card _____ Check X Cash _____

_____ Documents on _____ Checks

Approved By: A.O.

Keyed By: _____

COMMENT(S):

Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent Address
Resignation of Resident Agent
Designation of Resident Agent
and Resident Agent's Address
Change of Business Code

Adoption of Assumed Name

Other Change(s)

Code _____

Attention: _____

Mail: Names and Address

Bryan M. Hyatt, Esq.

7419 B & A Blvd

P.O. Box 1330

Glen Burnie

MD 21061

Stamp Work Order and Customer Number HERE

CUST ID: 0003217689
WORK ORDER: 0004434289
DATE: 03-09-2015 04:36 PM
AMT. PAID: \$150.00

Ex C

DIAMONDBACK INVESTMENT COMPANY, LLC: W16384679



Notice



Businesses that got a final forfeiture notice must file their Annual Report online.

The deadline is 9:00 pm on the date in the notice.

- For Maryland businesses: December 9, 2025, at 9:00 pm.
- For out-of-state businesses: November 25, 2025, at 9:00 pm.

Department ID Number: W16384679

Business Name: DIAMONDBACK INVESTMENT COMPANY, LLC

Principal Office:  7419 BALTIMORE-ANNAPOLIS BLVD.
GLEN BURNIE MD 21061

Resident Agent:  BRYAN M. HYRE
7419 BALTIMORE-ANNAPOLIS BLVD.
P.O. BOX 1330
GLEN BURNIE MD 21061

Status: ACTIVE

Good Standing: THIS BUSINESS IS IN GOOD STANDING

Business Type: DOMESTIC LLC

Business Code: 20 ENTITIES OTHER THAN CORPORATIONS

Date of Formation/ Registration: 03/09/2015

State of Formation: MD

Stock Status: N/A

Close Status: N/A

Exc

CORPORATE CHARTER APPROVAL SHEET

**** EXPEDITED SERVICE ****

**** KEEP WITH DOCUMENT ****

DOCUMENT CODE 41 BUSINESS CODE _____

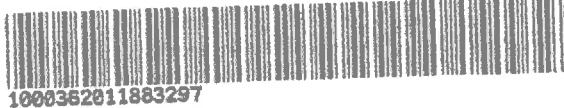
W18245860

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging /Converting _____

Surviving/Resulting _____



1000362011883297

ID # W18245860 ACK # 1000362011883297

PAGES: 0003

ANNAPOLIS REALTY, LLC

03/08/2019 AT 02:09 P WO # 0004935252

New Name _____

FEES REMITTED

Base Fee: 100
Org. & Cap. Fee: 50
Expedite Fee: _____
Penalty: _____
State Recordation Tax: _____
State Transfer Tax: _____
Certified Copies _____
Copy Fee: _____
Certificates _____
Certificate of Status Fee: _____
Personal Property Filings: _____
NP Fund: _____
Other: _____

TOTAL FEES: 150

Credit Card _____ Check ☒ Cash _____

_____ Documents on _____ Checks

Approved By: 15

Ceyed By: _____

COMMENT(S):

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
and Resident Agent's Address
_____ Change of Business Code
_____ Adoption of Assumed Name
_____ Other Change(s)

Code _____

Attention: _____

Mail: Names and Address
Bryan M. Hyre, Esq
7419 13th A Bld
6710 Brunswick
MD 21061

Stamp Work Order and Customer Number HERE

CUST ID: 0003718675
WORK ORDER: 0004935252
DATE: 03-08-2019 02:09 PM
AMT. PAID: \$150.00

OF
ANNAPOLIS REALTY, LLC

Ex C

ANNAPOLIS REALTY, LLC, a Maryland limited liability company (hereinafter referred to as the "Company"), having its principal office in Anne Arundel County, Maryland, hereby certifies to the State Department of Assessments and Taxation of Maryland (hereinafter referred to as the "Department") that:

FIRST: The Charter of the Company is hereby amended by deleting ARTICLE THIRD thereof and substituting the following in lieu thereof:

THIRD: The purposes for which the Company is formed are:

- (a) to engage in the business of real estate investment; and
- (b) to covert an individual or sole proprietorship to a limited liability company pursuant to Maryland Code Ann., Corporations and Associations §4A-212 and
 - (i) the name of the individual who conducts the individual or sole proprietorship is Timothy S. Hogan; and
 - (ii) the property comprising the business to be conducted by the Company is Lot 2, Hatfield Subdivision, 1201 Regal Lane, Crownsville, Maryland; and
- (c) to do anything permitted by Section 4A-203 of the Corporations and

Associations Article of the Annotated Code of Maryland, as amended from time to time.”

SECOND: The foregoing Amendment to the Charter of the Company has been approved by the sole member of the Company.

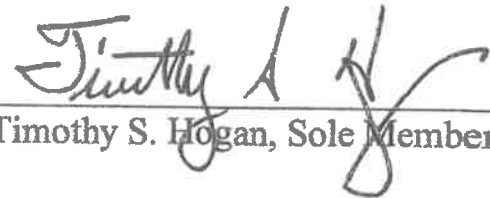
THIRD: As amended hereby, the Company’s Charter shall remain in full force and effect.

ANNAPOLIS REALTY, LLC has caused these Articles of Amendment to be signed in its name by its sole member as of this 8th day of March, 2019.

WITNESS:

ANNAPOLIS REALTY, LLC



By: 
Timothy S. Hogan, Sole Member

CUST ID: 0003718675
WORK ORDER: 0004935252
DATE: 03-08-2019 02:09 PM
AMT. PAID: \$150.00

ETC

ARTICLES OF ORGANIZATION

OF

ANNAPOLIS REALTY, LLC

The undersigned, being authorized to execute and file these Articles, hereby certifies that:

FIRST: The name of the limited liability company (hereinafter referred to as the "Company") is:

"ANNAPOLIS REALTY, LLC"

SECOND: The latest date on which the Company is to dissolve is December 31, 2067.

THIRD: The purposes for which the Company is formed are:

- (a) to engage in the business of real estate investment; and
- (b) to do anything permitted by Section 4A-203 of the Corporations and

Associations Article of the Annotated Code of Maryland, as amended from time to time.

FOURTH: The address of the principal office of the Company in this State is:

ANNAPOLIS REALTY, LLC
7419 Baltimore-Annapolis Blvd.
Glen Burnie, Maryland 21061

FIFTH: The name and address of the resident agent of the Company are:

Bryan M. Hyre
7419 Baltimore-Annapolis Blvd.
Glen Burnie, Maryland 21061

Exc

IN WITNESS WHEREOF, I have signed these Articles of Organization and acknowledged them to be my act this 5th day of SEPTEMBER, 2017.



Bryan M. Hyre

I HEREBY consent to act as resident agent in Maryland for the entity named in the attached instrument.



Bryan M. Hyre

After recording, please return to:

Bryan M. Hyre, Esquire
Lessans, Praley & McCormick, P.A.
7419 Baltimore-Annapolis Blvd.
P.O. Box 1330
Glen Burnie, Maryland 21060

Exc

CORPORATE CHARTER APPROVAL SHEET

**** KEEP WITH DOCUMENT ****

DOCUMENT CODE 80 BUSINESS CODE _____

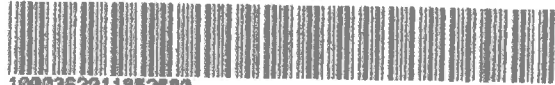
W15430259

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging/Converting _____

Surviving/Resulting _____



1000362011852680

ID # W15430259 ACK # 1000362011852680
PAGES 0002
HOGAN DEVELOPMENT GROUP, LLC

02/25/2019 AT 10:22 A WO # 0004931578

New Name _____

FEE REMITTED

Base Fee. _____
Org. & Cap. Fee. _____
Expedite Fee. _____
Penalty. _____
State Recordation Tax: _____
State Transfer Tax: _____
Certified Copies _____
Copy Fee _____
Certificates _____
Certificate of Status Fee: _____
Personal Property Filings. _____
NP Fund. _____
Other: _____

TOTAL FEES: 25

☒ Change of Name
☒ Change of Principal Office
☒ Change of Resident Agent
☒ Change of Resident Agent Address
Resignation of Resident Agent _____
Designation of Resident Agent _____
and Resident Agent's Address _____
Change of Business Code _____
Adoption of Assumed Name _____
Other Change(s) _____

Credit Card _____ Check _____ Cash _____

Documents on 9 Checks

Approved By: _____

Keyed By: _____

COMMENT(S)

Code _____

Attention _____

Mail Names and Address

HOGAN DEVELOPMENT GROUP, LLC
HOGAN DEVELOPMENT GROUP
2661 RIVA RD
ANNAPOLIS MD 21401-7352

Stamp Work Order and Customer Number HERE

CUST ID: 0003715001
WORK ORDER: 0004931578
DATE: 02-25-2019 10:22 AM
AMT. PAID: \$25.00

RESOLUTION TO CHANGE PRINCIPAL OFFICE OR RESIDENT AGENT

The directors/stockholders/general partner/authorized person of

HOGAN DEVELOPMENT GROUP, LLC

(Name of Entity)

organized under the laws of Maryland passed the following resolution
(State)

(Check applicable boxes)

☒ The principal office is changed from: (old address)

2661 RIVA ROAD, SUITE 300 ANNAPOLIS MD 21401

to: (new address)

7419 BALTIMORE-ANNAPOLIS BLVD GLEN BURNIE MD 21061

☒ The name and address of the resident agent is changed from:

TIMOTHY HOGAN

2661 RIVA ROAD, SUITE 300 ANNAPOLIS MD 21401

to:

BRYAN M HYRE

7419 BALTIMORE-ANNAPOLIS BLVD GLEN BURNIE MD 21061

I certify under penalties of perjury the foregoing is true

Signed


Secretary or Assistant Secretary
General Partner
Authorized Person

I hereby consent to my designation in this document as resident agent for this entity

Signed


Resident Agent

CUST ID: 0003715001
WORK ORDER: 0004931578
DATE: 02-25-2019 10:22 AM
AMT. PAID: \$25.00

Exc

CORPORATE CHARTER APPROVAL SHEET

** EXPEDITED SERVICE**

** KEEP WITH DOCUMENT **

DOCUMENT CODE 40 BUSINESS CODE 20

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging (Transferor) _____

Surviving (Transferee) _____

FEES REMITTED

Base Fee: 100

Org. & Cap. Fee: _____

Expedite Fee: 50

Penalty: _____

State Recordation Tax: _____

State Transfer Tax: _____

Certified Copies _____

Copy Fee: _____

Certificates _____

Certificate of Status Fee: _____

Personal Property Filings: _____

Mail Processing Fee: _____

Other: _____

TOTAL FEES: 150

Credit Card ☒ Check _____ Cash _____

_____ Documents on _____ Checks

Approved By: 15

Keyed By: _____

COMMENT(S):



1000362005359833

ID # W15430259 ACK # 1000362005359833

PAGES: 0003

HOGAN DEVELOPMENT GROUP, LLC

08/30/2013 AT 04:33 P WD # 0004189829

New Name _____

CUST ID: 0002973249
WORK ORDER: 0004189829
DATE: 09-04-2013 05:48 PM
AMT. PAID: \$300.00

Ex C

ARTICLES OF ORGANIZATION

OF

HOGAN DEVELOPMENT GROUP, LLC

The undersigned, being authorized to execute and file these Articles, hereby certifies that:

FIRST: The name of the limited liability company (hereinafter referred to as the "Company") is:

"HOGAN DEVELOPMENT GROUP, LLC"

SECOND: The latest date on which the Company is to dissolve is December 31, 2063.

THIRD: The purposes for which the Company is formed are:

- (a) to engage in the business of real estate investment; and
- (b) to do anything permitted by Section 4A-203 of the Corporations and

Associations Article of the Annotated Code of Maryland, as amended from time to time.

FOURTH: The address of the principal office of the Company in this State is:

HOGAN DEVELOPMENT GROUP, LLC
2661 Riva Road, Suite 300
Annapolis, Maryland 21401

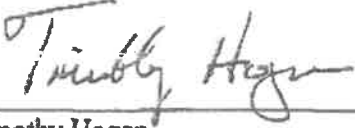
FIFTH: The name and address of the resident agent of the Company are:

Timothy Hogan
2661 Riva Road, Suite 300
Annapolis, Maryland 21401

CUST ID:0002973249
WORK ORDER:0004189829
DATE:09-04-2013 05:48 PM
AMT. PAID:\$300.00

Exc

IN WITNESS WHEREOF, I have signed these Articles of Organization and acknowledged them to be my act this 30th day of August, 2013.


Timothy Hogan

I HEREBY consent to act as resident agent in Maryland for the entity named in the attached instrument.


Timothy Hogan

After recording, please return to:

Bryan M. Hyre, Esquire
Lessans, Praley & McCormick, P.A.
7419 Baltimore-Annapolis Blvd.
P.O. Box 1330
Glen Burnie, Maryland 21060

EXP

Irregularities in the Lot Merger and Permit Application Processes for
799 Cedar Ave. and 801 Cedar Ave

Date	Irregularity	Notes
July 29, 2024	Building permit B02428997, for 801 Cedar Ave., lists "Annapolis Realty /Timothy Hogan" (HOGAN) as the applicant and Frank Ruff as the owner, yet the lot merger agreement dated Oct. 23, 2024 states incorrectly that Frank Ruff was the applicant for the building permit.	
July 31, 2024	Discussion of lot merger for 799 Cedar (lots 16,17 and 18) occurred in comments for grading permit for 801 Cedar .	HOGAN was the grading permit applicant, therefore in July 2024 was involved in the plan to build two houses on the original 5-lot parcel
Oct. 23, 2024	Lot merger agreement for 799 Cedar says Frank Ruff applied for the building permit, but 1) date of building permit is Jan. 28, 2025 and 2) building permit applicant was Hogan Companies, NOT Frank Ruff.	
Oct. 23, 2024	Lot merger agreement for 799 Cedar incorrectly says building permit number is the same as the building permit number for 801 Cedar.	799 Cedar application for Building permit not filed until Jan. 28, 2025
Oct. 23, 2024	Lot merger agreement for 799 Cedar says it was the merger of lots 14 and 15 – it was NOT	799 Cedar resulted from merger of lots 16, 17 and 18. Is merger VOIDED?
Oct. 23, 2024	Lot merger agreement for 801 Cedar says it was the merger of lots 16, 17, and 18 – it was NOT	801 Cedar resulted from merger of lots 14 and 15
Jan. 28, 2025	Building permit B0243352 for 799 Cedar Ave. lists "Diamondback Investment" (HOGAN) as the applicant and Frank Ruff as the owner, yet HOGAN purchased the lots on Dec. 12, 2024, six weeks earlier	What is going on here?

Ex D



County Executive Steven R. Schuh

Office of Planning and Zoning

www.aacounty.org

TO: Interested Parties
FROM: Development Division, Office of Planning and Zoning
SUBJECT: Lot Merger Agreement Instructions
DATE: March 8, 2017

As per Article 18 Section 18-4-203(a) of the Anne Arundel County Code, you are required to combine legal, contiguous residential lots under the same ownership. You are required to execute a Lot Merger Agreement via the following process:

1. Lots must be under identical ownership, and have the same zoning.
2. Complete the Lot Merger Agreement including all information regarding subdivision and lot information, deed references, etc., along with the proper notarized signatures of all property owners listed on the deed. Print the owner(s) name(s) at the top of the first page exactly as it appears in the deed. If an owner is deceased, please provide a copy of the death certificate. **Do not date the Agreement on the first page; the date will be added upon signature of the Planning and Zoning officer.**
3. Please note that when these documents are executed by or on behalf of a corporation, the signature line and notary certification should indicate that official capacity of the executing party. LLCs, LLPs, etc. will require proof of authority.
4. When these documents are executed by a Trustee(s), please provide a copy of the Trust Document.
5. Attach a copy of the most recent deed.
6. Submit the signed agreement to the applicable reviewer along with verification that taxes for the lots have been paid. Please allow 10 working days for an internal routing process. **The applicant will be contacted to submit a check for \$60.00 at the time of recording, made out to the "Clerk of the Court."**
7. The associated permit(s) can be issued once the agreement is approved and the check is submitted.
8. If the lots are under separate property tax account numbers, you must consolidate them under one number. Contact the State Department of Assessments and Taxation at 410-974-5709 or by email at sdat.aa@maryland.gov for information about consolidating the lots under one number.

If you have any questions on this process contact the Zoning Reviewer listed on the permit document letter.