

Update on the Easement Agreement between Villas of Cattail Creek and Cattail Creek Country Club

villasatcattailcreek@googlegroups.com

on behalf of

To:Secretary Villas At Cattail Creek

Sun 9/8/2024 8:08 PM

Dear VCC Homeowners,

Over the last year, there has been an ongoing effort by the VCC Board to resolve concerns raised by some of the VCC residents regarding the activities of Cattail Creek Country Club (CCCC) on a portion of the property of VCC that is subject to an easement agreement in place since 1998, prior to the Villas being built. The concerns included the presence of a sod farm and a materials storage and maintenance area within the easement area on a portion of the VCC property and grounds. The areas are visible to VCC residents and at times have been unsightly and included equipment noise from ongoing work. Last year, the Board of VCC engaged with the CCCC management to bring our residents' concerns to their attention and work toward resolution of these concerns. This year, the effort continued to resolve the concerns through meetings with members of the CCCC Board's Executive Committee, resulting in CCCC proposing a Memo of Understanding and Agreement (MOU). (Note: The VCC Board meeting minutes on the VCC website is a source of additional information for those that would like to review VCC Board reports to date on the matter.)

The VCC Board has extensively researched, weighed options, and thoroughly deliberated on the matter and intends to resolve the matter by agreeing to the MOU which addresses the concerns of the affected VCC residents and Board. The MOU is being negotiated at this time, but our intent includes an agreement to:

- contain the size of the CCCC sod farm within the easement area to no larger than the current size;
- provide landscape screening to an area within the easement area used for materials storage and golf course maintenance to prevent visibility to VCC residents;
- contain the current size of the maintenance area to no larger than the current size;
- limit machinery noise used in support of construction projects in early hours of the day by abiding by Howard County COMAR regulations, and
- move responsibility to mow all easement property to CCCC at their expense rather than a shared cost to both parties.

Additionally:

- the 1998 easement agreement will be amended to provide that VCC will indemnify against CCCC activity resulting in injury or harm on the easement area, an important provision absent in the original agreement; and

- VCC will allow through a separate license, CCCC to use a portion of the easement area for employee parking once a year during the CCCC anniversary celebration, an activity that has been taking place in prior years without VCC approval. The license agreement will provide appropriate protections for VCC.

There has been discussion among the Board and VCC residents, regarding even the validity of the easement and whether VCC should mount an attempt to legally challenge the easement. VCC Board members all agree that the 1998 easement contains ambiguous and unclear language which has created uncertainty over what CCCC has a right to do or not. CCCC has firmly stated they are unwilling to replace the original easement document or forfeit their rights to the use of our property in the easement area. CCCC is standing firmly behind the 1998 easement agreement and the rights it provides to them.

The majority of the VCC Board do not support an attempt to challenge the validity of the easement by means of a lawsuit. Most Board members believe the concerns can be adequately settled through the items addressed in the MOU and amendment of the 1998 easement agreement but do not want to spend VCC resources to pursue a legal decision nor create ill will with our neighbor, CCCC. The original easement has language to protect VCC's interests on the property and we do not feel CCCC's current use jeopardizes any part of VCC water systems that reside on and are adjacent to CCCC functions on the easement property. We believe moving forward with the MOU and the amendment to the 1998 agreement is the best strategy for VCC and will protect our interests while resolving this matter, as well as maintain a positive relationship between the two parties.

The following two documents are available for your review on the VCC website. The combined file size exceeded the ability to send them as attachments. Login to <https://villasatcattailcreek.com/> to view the documents (in a folder named Easement Agreement):

- The original 1998 easement, and
- A map of the portion of the easement area where the activities of concern are taking place (Exhibit A).

The MOU, amendment to the original easement for indemnification and license agreement for parking on the easement area once a year are not attached. We do not plan to distribute them until finalized.

If you would like to respond with comments, please do so by September 22, 2024 to the VCC Secretary mailbox, catvillasec@gmail.com

Vicki Duggan, President of the VCC Board of Directors on behalf of the VCC Board of Directors