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October 1, 2013

BY OVERNIGHT
AND REGULAR MAIL

David J. Delia, President
Property Owners Association of Arundel on the Bay, Inc.
P.O. Box 4665
Annapolis, Maryland 21403

Re: Claim to Platted Roads

Dear Mr. Delia:

This firm represents the owners of lots within Arundel on the Bay identified below. The purpose of this letter is to put the Association on notice of their claims of ownership to the platted streets in Arundel on the Bay that abut their properties.

1. Sockwell Family Partnership, LP
Chesapeake Walk
Lot B and p/o Lot C, Block 4
2. Kristine Sockwell Friend, Successor Trustee
Lot A, Block 4
3422 Chesapeake Walk
3. James F. Sockwell and Katherine W. Sockwell
3428 Chesapeake Walk
Lots E and F, Block 5
Lot D, Block 5
4. Wallace James Shaw and Toni Ray, Trustees of the Wallace James Shaw QPRT
3436 Chesapeake Walk
Lots A, B and M, Block 5
Lot C, Block 5
5. David K. Brewer and Koren Ray Brewer
1362 Linden Avenue
Lots B and C, Block 6

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6. David K. Brewer and Koren R. Brewer
1364 Linden Avenue
Lot A, Block 6

Each of these properties abuts Chesapeake Walk, a right-of-way shown on a plat of Arundel on the Bay dated 1890, recorded in the Land Records in Liber SH 37, folio 509. In addition, the Sockwell properties abut Sycamore Avenue, the Ray/Shaw properties abut Redwood Avenue, and the Brewer properties abut Linden Avenue. Sycamore, Redwood and Linden Avenues each dead end at Chesapeake Walk and are “paper streets,” meaning they are not used for vehicular traffic.

My clients assert claims of fee simple ownership to that portion of Chesapeake Walk and to the centerline of Sycamore Avenue, Redwood Avenue and Linden Avenue that abut their respective properties. Their claims are made pursuant to Real Property Article, Annotated Code of Maryland, Section 2-114. They acknowledge that under well-established Maryland law, all lot owners within Arundel on the Bay have a right to use the platted roads in common with other owners for access to the platted lots and the Chesapeake Bay. Since these roads have been used historically for pedestrian purposes only, the right-of-way held in common is for pedestrian access. The Association, as a property owner within the subdivision, has the same – but no more – right to use the platted roads as any other lot owner.

My clients’ lots are located adjacent or close to those lots owned by neighbors who filed suit against the Association in June 2006 (*Sherry Bellamy, et al. v. Property Owners Ass’n of Arundel on the Bay, Inc., et al.*, Circuit Court for Anne Arundel County, Civil Action No. C-06-115184). The neighbors asserted title to the platted roads that abutted their properties, subject to the right of all lot owners in Arundel on the Bay to a use in common over the roads to access platted lots and the Chesapeake Bay for normal waterfront activities. The Association defended against the claim under several different legal theories.

After more than a year, Judge Caroom issued an order on January 8, 2009 declaring that the lot owners, “*have absolute ownership and the right of disposition*” of the platted roads that abut their respective properties, including Chesapeake Walk and the street ends of Redwood Avenue, Cedar Avenue, and Walnut Avenue (copy attached). He further ordered that the Association, “*does not own fee simple title to the aforementioned streets in Arundel on the Bay, but does hold an easement...*” pursuant to the terms of a Settlement Agreement negotiated between the parties in September 2007. The Association paid \$15,000 to the lot owners to settle the claim. The parties entered into and recorded a Confirmatory Deed of Easement and Agreement dated February 13, 2009, which sets forth the rights and obligations of the lot owners and the Association in relation to the platted roads. Copies of the Settlement Agreement and the Easement Agreement are attached.

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Title research indicates that our clients are in the same position as their neighbors in the *Bellamy* case. Title to each of their properties dates back to the period between 1890 through 1953, when none of the Arundel on the Bay developers reserved title to the platted streets or granted title in the streets to any other person. Therefore, under Real Property Article, Section 2-114, my clients hold all “right, title and interest” to Chesapeake Walk and to the centerline of Linden Avenue, Redwood Avenue, and Sycamore Avenue that abut their respective properties.

Our intent at this time is to confirm that the lot owners identified above own the paper roads that abut their properties and the Association has only the right to use the roads as any other lot owner in Arundel on the Bay. We are prepared to take whatever action is necessary to confirm and protect their interests in Chesapeake Walk, Linden Avenue, Redwood Avenue, and Sycamore Avenue. Since these issues have been litigated and decided, however, they expect to be able to resolve this dispute without litigation.

We propose entering into and recording a confirmatory easement and agreement with the same terms and conditions as the easement and settlement agreement in the *Bellamy* case. A draft agreement that mirrors the *Bellamy* agreements is enclosed for your consideration. Like the *Bellamy* agreements, the proposed agreement includes the following terms:

- Acknowledgment that my clients hold fee simple title to the disputed roads;
- Acknowledgement that the Association has the same rights to the disputed roads as each of its members;
- Recognition of an easement for all lot owners in common to use the disputed roads for access to the Chesapeake Bay for normal riparian activities;
- Agreement to maintain and preserve the roads in their present condition;
- Agreement that no structures will be constructed or vegetation planted in the roads in a manner that would impede access;
- Agreement that the roads may be jointly maintained in their existing condition, subject to specific notice requirements for proposed work;
- Acknowledgement that the agreement does not affect the rights of other lot owners in Arundel on the Bay to use the roads;
- A process for resolving disputes without litigation.

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Please review these claims and the proposed agreement with the Board of Directors. We will be happy to provide title reports to support these claims upon request. We also are willing to meet with representatives of the Association to discuss this matter more fully. In order to resolve this dispute in a timely manner, your response within thirty days is requested.

Thank you in advance for your consideration. I look forward to hearing from you.

Very truly yours,



Eileen E. Powers

Enclosures

cc: Sockwell Family Partnership, LP
Kristine Sockwell Friend, Substitute Trustee
James F. Sockwell and Katherine W. Sockwell
Wallace James Shaw and Toni Ray, Trustees
David K. Brewer and Koren Ray Brewer