

**From:** [Amy Presley](#)  
**To:** [Sokoni, Khandikile Mvunga](#)  
**Cc:** [Leslie Powell](#); [Harris, Robert R.](#); [Johnson, Nana](#); [Kate Kubit](#); [Aurora Munyan](#)  
**Subject:** RE: CTC Retail/ CU 25-02 -Settlement Agreement (Ex 68)  
**Date:** Tuesday, March 18, 2025 3:47:21 PM  
**Attachments:** [1628093923308004\\_385872277.png](#)  
[1.png](#)  
[3.png](#)

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**[EXTERNAL EMAIL]**

Hello Ms. Sokoni,

I understand and agree with what you represented as my request. My specific concern was potential action from any of the other parties of record pertaining to exposure of financial settlement(s). However, the response from Mr. Harris was that you should not consider any of my testimony relative to the Settlement Agreement if it is removed. I, therefore, agreed with Ms. Powell's suggestion simply to redact the financial information. I had not realized that was even an option when I first emailed.

I apologize for the back-and-forth that my concern generated. Please do not reject my testimony relative to the Settlement Agreement if you are leaving it out of the record.

Thank you for your consideration,  
Amy

[Amy Presley, REALTOR®](#)  
[301-526-7435](#)  
[www.TrustedEstatePartners.com](#)



---- On Tue, 18 Mar 2025 15:38:02 -0400 **Sokoni, Khandikile Mvunga**  
<[Khandikile.Sokoni@montgomerycountymd.gov](mailto:Khandikile.Sokoni@montgomerycountymd.gov)> wrote ---

Good Afternoon,

To recap, yesterday Ms. Presley objected to the inclusion of Settlement Agreement in its entirety. Ms. Presley did not ask to redact Section 14 or any part of the Settlement – she expressed concern about Mr. Harris’s inclusion of this document in the record and asked me to “...read Paragraph 14 and, should you agree with me, please give instructions to eliminate **the document** from public record.” (Emphasis added).

That is what I did yesterday. I reviewed the confidentiality objection and decided to remove the document from the record save for the first two pages that were not marked confidential. I followed up by asking OZAH staff to remove the record and asked Mr. Harris to submit a new exhibit with just the first two pages.

That is where things will remain.

I wish to emphasize that continuing to present arguments after the hearing has concluded is not helpful to the process. The Record was ordered to remain open only for limited purposes: for 10 business days for acceptance of the transcript, and for an additional 10 business days after that for submission of proposed findings of fact by the parties.

Kind regards,



Khandikile Mvunga Sokoni  
Hearing Examiner  
Office of Zoning & Administrative Hearings  
Phone: 240-777-6664  
100 Maryland Ave, Rockville MD 20850

---

**From:** Amy Presley <[amy@trustedestatepartners.com](mailto:amy@trustedestatepartners.com)>

**Sent:** Tuesday, March 18, 2025 11:07 AM

**To:** Leslie Powell <[lpowell@powell-llc.com](mailto:lpowell@powell-llc.com)>

**Cc:** Harris, Robert R. <[rrharris@lercheearly.com](mailto:rrharris@lercheearly.com)>; Sokoni, Khandikile Mvunga

<[Khandikile.Sokoni@montgomerycountymd.gov](mailto:Khandikile.Sokoni@montgomerycountymd.gov)>; Johnson, Nana

<[Nana.Johnson@montgomerycountymd.gov](mailto:Nana.Johnson@montgomerycountymd.gov)>; Kate Kubit <[kkubit@elmstreetdev.com](mailto:kkubit@elmstreetdev.com)>; Aurora

Munyan <[amunyan@powell-llc.com](mailto:amunyan@powell-llc.com)>

**Subject:** RE: CTC Retail/ CU 25-02 -Settlement Agreement (Ex 68)

**[EXTERNAL EMAIL]**

Thank you, Ms. Powell, that is correct. So, since Mr. Harris submitted it I am even okay if Ms. Sokoni wishes to leave it in its entirety.

Kind regards,  
Amy

Amy Presley, REALTOR®  
301-526-7435  
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---- On Tue, 18 Mar 2025 10:23:04 -0400 **Leslie Powell** <[lpowell@powell-llc.com](mailto:lpowell@powell-llc.com)> wrote ---

All,

It would appear to me that since the exhibit was introduced by Mr. Harris, he does not have standing to object to its inclusion. As I understand it, there was one section which Ms. Pressley wished to redact which has no bearing on the matter at hand. Can we not agree on that?

Thank you.

Leslie A. Powell  
Powell, LLC  
[LPowell@Powell-LLC.com](mailto:LPowell@Powell-LLC.com)  
19 North Court Street, Suite 201  
Frederick, Maryland 21701  
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**From:** Harris, Robert R. <[rrharris@lercheearly.com](mailto:rrharris@lercheearly.com)>  
**Sent:** Tuesday, March 18, 2025 8:55 AM  
**To:** [amy@trustedestatepartners.com](mailto:amy@trustedestatepartners.com); Sokoni, Khandikile Mvunga <[Khandikile.Sokoni@montgomerycountymd.gov](mailto:Khandikile.Sokoni@montgomerycountymd.gov)>  
**Cc:** Leslie Powell <[lpowell@powell-llc.com](mailto:lpowell@powell-llc.com)>; Johnson, Nana <[Nana.Johnson@montgomerycountymd.gov](mailto:Nana.Johnson@montgomerycountymd.gov)>; Kate Kubit ([kkubit@elmstreetdev.com](mailto:kkubit@elmstreetdev.com)) <[kkubit@elmstreetdev.com](mailto:kkubit@elmstreetdev.com)>  
**Subject:** RE: CTC Retail/ CU 25-02 -Settlement Agreement (Ex 68)

As reflected in Paragraph 14 of the Settlement Agreement, repeated at various points in the Plan of Compliance, and then applied without challenge by the Planning Board over the past 19 years since

the Plan of Compliance was approved, the Plan of Compliance implemented and effectively replaced the Settlement Agreement (which, by its terms was to remain confidential). Therefore I do not believe the Settlement Agreement, or discussion about its terms, is appropriate and I am OK not including any part of it in the record. If the opposition wants to reference its terms, however, then the entire agreement should be in the record for accuracy purposes.

---

**Robert R. Harris, Attorney**

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T [301-841-3826](tel:301-841-3826) | F 301-347-1779 | Cell [301-580-1319](tel:301-580-1319)

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**From:** Amy Presley <[amy@trustedestatepartners.com](mailto:amy@trustedestatepartners.com)>

**Sent:** Monday, March 17, 2025 4:48 PM

**To:** Sokoni, Khandikile Mvunga <[Khandikile.Sokoni@montgomerycountymd.gov](mailto:Khandikile.Sokoni@montgomerycountymd.gov)>

**Cc:** Harris, Robert R. <[rrharris@lerchearly.com](mailto:rrharris@lerchearly.com)>; [lpowell@powell-llc.com](mailto:lpowell@powell-llc.com); Johnson, Nana <[Nana.Johnson@montgomerycountymd.gov](mailto:Nana.Johnson@montgomerycountymd.gov)>

**Subject:** RE: CTC Retail/ CU 25-02 -Settlement Agreement (Ex 68)

Thank you, Ms. Sokoni. The only thing I would ask is whether your decision will eliminate my testimony which specifically pointed to the fact that the Compliance Plan/Design was to be implemented as submitted to the Planning Board in accordance with the Settlement Agreement. That is the key point I made with my testimony and is supported by the language and attachments to the Settlement Agreement.

As I understood it as a party to the Settlement Agreement, there was an explicit prohibition to disclose what portions if any the developer and/or builders paid for the Settlement (payment to attorneys, etc.), as that would potentially show them as liable for the violations, etc. Therefore we all agreed not to make that public.

In essence, the rest of the Agreement was indeed made public through the Compliance Program submission and acceptance by the Board. Therefore, I would not want removed from the record the proof of the underlying Compliance Program as a requisite for Settlement of all existing and potential future violations/fines.

Thank you for your consideration,  
Amy

Amy Presley, REALTOR®  
301-526-7435  
[www.TrustedEstatePartners.com](http://www.TrustedEstatePartners.com)



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---- On Mon, 17 Mar 2025 16:31:04 -0400 **Sokoni, Khandikile Mvunga**  
<[Khandikile.Sokoni@montgomerycountymd.gov](mailto:Khandikile.Sokoni@montgomerycountymd.gov)> wrote ---

Good Afternoon,

Circling back to the parties on the exchanges below, I believe we should exclude from the Record all of Exhibit 68 except for the first two pages (which are the only two pages that are not marked confidential/attorney work product).

What weight, if any, is to be attached to the Settlement Agreement is something I will address in the Hearing Examiner's Report and Decision.

Mr. Harris please submit a replacement of Exhibit 68 containing only the first two pages which will be posted as Exhibit 68a. I will ask Nana to pull down the current Exhibit 68.

Sincerely,  
Khandikile



Khandikile Mvunga Sokoni  
Hearing Examiner  
Office of Zoning & Administrative Hearings  
Phone: 240-777-6664  
100 Maryland Ave, Rockville MD 20850

---

**From:** Amy Presley <[amy@trustedestatepartners.com](mailto:amy@trustedestatepartners.com)>

**Sent:** Monday, March 17, 2025 1:45 PM

**To:** Harris, Robert R. <[rrharris@lercheearly.com](mailto:rrharris@lercheearly.com)>

**Cc:** Sokoni, Khandikile Mvunga <[Khandikile.Sokoni@montgomerycountymd.gov](mailto:Khandikile.Sokoni@montgomerycountymd.gov)>; [lpowell@powell-llc.com](mailto:lpowell@powell-llc.com)

**Subject:** RE: CTC Retail/ CU 25-02 -Settlement Agreement (Ex 68)

**[EXTERNAL EMAIL]**

Thanks for weighing in on this, Robert. However, wouldn't the same apply to Ms. Kubit's testimony re the contract with Weiss if the contract is not part of the record?

If approved by Ms. Sokoni, I am happy for you to leave the Settlement Agreement in with the section redacted as Ms. Powell suggested. But, the final decision is up to Ms. Sokoni.

Amy Presley, REALTOR®  
301-526-7435  
[www.TrustedEstatePartners.com](http://www.TrustedEstatePartners.com)



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---- On Mon, 17 Mar 2025 13:02:41 -0400 **Harris, Robert R.**  
<[rrharris@lercheearly.com](mailto:rrharris@lercheearly.com)> wrote ---

I have no problem removing it from the record SO LONG AS there is no accepted testimony or argument on what it says. If there is accepted testimony then it should be allowed as the best evidence of its content.

---

**Robert R. Harris**, Attorney  
Lerch, Early & Brewer, Chtd. rising to every challenge for 75 years  
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**From:** Amy Presley <[amy@trustedestatepartners.com](mailto:amy@trustedestatepartners.com)>

**Sent:** Monday, March 17, 2025 12:59 PM

**To:** Harris, Robert R. <[rrharris@lercheearly.com](mailto:rrharris@lercheearly.com)>

**Cc:** Sokoni, Khandikile Mvunga <[Khandikile.Sokoni@montgomerycountymd.gov](mailto:Khandikile.Sokoni@montgomerycountymd.gov)>; [lpowell@powell-llc.com](mailto:lpowell@powell-llc.com)

**Subject:** Re: CTC Retail/ CU 25-02 -Settlement Agreement (Ex 68)

Hi Bob/all.

Bob, I remain concerned by the submission of the actual Settlement Agreement. As I stated on the record, I knew that I was prohibited from disclosing the Agreement itself. Per Paragraph 14 in the Agreement which expressly prohibits making the contents public.

Personally, the issues relative to who paid attorney fees, etc. is not appropriate and should not be put into a publicly accessible record.

Ms. Sokoni, I would appreciate it if you would read Paragraph 14 and, should you agree with me, please give instructions to eliminate the document from public record.

Thank you for your attention to this matter.

Kind regards,  
Amy

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---- On Thu, 13 Mar 2025 13:57:02 -0400 **Harris, Robert R.**  
<[rrharris@lerchearly.com](mailto:rrharris@lerchearly.com)> wrote ---

I apologize to all but I forgot until now to submit a digital version of Exhibit 68

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**Robert R. Harris**, Attorney

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