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August 12, 2020

HAND-DELIVERED

W. Carl Richards, Jr., Supervisor
Zoning Review Office
County Office Building - Room 111
111 W. Chesapeake Avenue
Towson, Maryland 21204

Re: Spirit and Intent Letter, Case No. 00-465-SPHX
1424 Hillside Road
N & S/S Hillside Road, W of Greenspring Avenue
3rd Election District, 3rd Councilmanic District

Dear Mr. Richards:

This firm represents Hillside Farm, LLC ("Hillside"), the owner of the above-referenced property located at 1424 Hillside Road, in Stevenson, which is approximately 71.9 acres (the "Property"). The Property is one of several parcels in a tract that Hillside owns (altogether the "Overall Tract"), all of which were the subject of petitions for special exception and special hearing in Case No. 00-0465-SPHX (the "2001 Case") that facilitated (i) the use of a 46 acre portion of the Overall Tract for athletic fields for the Park School of Baltimore (the "School Parcel") and (ii) the validation of eight non-conforming residences located on an approximately 8 acre portion of the Overall Tract (the "Special Hearing Area").¹ As explained in detail below, the only effect of the 2001 Case on the Property was a requirement to maintain limited portions of the Property, which were clearly shown and indicated on the site plan approved in the 2001 Case, as croplands for the duration of the Park School's use of the School Parcel for its special exception use. The remaining portions of the Property are completely unencumbered and free to be used for any use otherwise permissible under

¹ The Overall Tract is made-up of four tax parcels: one for the School Parcel (created when the 99 year lease was recorded), one for the Special Hearing Area, and two for the Property (SDAT has assigned separate Tax Identification Numbers for the two portions of the Property that are bisected by the School Parcel, even though they are not technically subdivided. You previously signed another Spirit & Intent Letter that preceded approval of a lot line adjustment that facilitated the current boundaries of these tax parcels. That adjustment – which was not a subdivision – was performed effectively to place the 8 nonconforming residences onto a single tax parcel and to subsume a portion of a railroad right-of-way that runs easterly from the Overall Tract across Greenspring Avenue and Falls Road, which was deemed consistent with the special hearing relief granted in the 2001 Case. It otherwise had absolutely no impact on subdivision or development rights.

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applicable laws. Further, because the Property has remained intact without any subdivision or development since the placement of the RC-2 zoning on the Property in 1979, Hillside may obtain a building permit to construct a single-family residence on any physically appropriate portion of the Property that is not subject to the requirement for maintenance of crops. Therefore, I am asking that you please confirm, by countersignature below, that construction of a single-family dwelling on the Property is within the spirit and intent of the 2001 Case.

The primary purpose for the 2001 Case was to allow the Park School to utilize the School Parcel for its playing fields. Even though the School Parcel represents only a portion of the Overall Tract, the "special exception area" identified in the 2001 Case included the Overall Tract (excepting the Special Hearing Area), which includes the Property. In reality, only a small portion of the Property (along its western edge, bounding upon the eastern edge of the School Parcel) relates to the school use, by virtue of a modest easement area that enables the Park School to have occasional overnight camping activities thereon (the "Camping Easement Area"). I have enclosed a site plan, entitled Spirit & Intent Plan (the "S&I Plan"), which utilizes the site plan approved in the 2001 Case as the base plan, then includes color coding to clearly identify all of the various component areas described in this letter: (i) the School Parcel is highlighted in yellow; (ii) the Property is highlighted in blue and green (and an explanation for the dual-highlighting follows below); (iii) the Camping Easement Area is labeled as "Area 2"; and (iv) the Special Hearing Area is highlighted in red.

At the time of the 2001 Case, a number of concerned citizens were interested in the future of the Overall Tract. The Zoning Commissioner approved the special exception and special hearing, but an appeal was filed to the Board of Appeals. Before the Board held a hearing, the Park School entered into an agreement with the concerned citizens (the "Agreement"), which primarily imposed conditions upon the School Parcel. Hillside's predecessor joined into this Agreement for the express limited purpose of committing that the areas shown on the zoning plan as "Crop Areas" would remain in crop for the duration of the Agreement (or otherwise be left to return to a natural condition). All other portions of the Overall Tract, including non-Crop Areas of the Property, were completely unencumbered by the terms of the Agreement. The S&I Plan shows the Crop Areas highlighted in green and all other unencumbered portions of the Property are highlighted in blue. As a result of the Agreement, the Board of Appeals issued an order approving the special exception and special hearing, and the Board incorporated the Agreement as part of its order.

Hillside is now seeking to construct a single-family home on the Property, and it specifically desires to do so within that portion of the Property indicated on the S&I Plan as "Proposed Building Envelope." That area is entirely within the blue-shaded unencumbered portion of the Property. That is, the Proposed Building Envelope is: (i) not part of the School Parcel, and therefore not interfering with the Park School's activities, nor subject to the restrictions in the Agreement relating to that parcel; (ii) not part of a "Crop Area" that must remain as crop or be left to return to its natural

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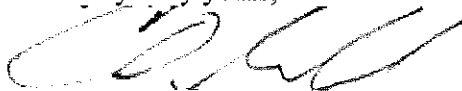
condition; and (iii) **not** within the Special Hearing Area. Additionally, the Camping Easement Area does **not** overlap onto the Proposed Building Envelope, though the Property, if sold to a third-party purchaser, would remain subject to that easement.

Upon review of the S&I Plan, the Board order, and the Agreement (copies of which are enclosed), you will understand that all of the parties and the decision makers had ample understanding of the Park School's proposed use, its limitation to the School Parcel (plus the Camping Easement Area), the extended boundaries of the Overall Tract, and the **very limited** conditions placed on the Property, tied only to the Crop Areas. If the various parties desired, or if the Board of Appeals intended, they could have specified that there would be no further development on the **entire** Property. Instead, they all specifically agreed to limit any such restriction to the Crop Areas. As such, the portions of the Property that are not Crop Areas are unencumbered and free to be used consistent with applicable law. Here, given the development history of the RC-2 zoned Property, that means that the Property is entitled to at least one single family residence (if not 2), so long as it is constructed on a portion of the Property that is not within a Crop Area, just like the Proposed Building Envelope shown on the S&I Plan.

Therefore, I ask that you please countersign this letter below to confirm that construction of a single-family dwelling within the Proposed Building Envelope shown on the S&I Plan would be within the spirit and intent of the relief granted in the 2001 Case. Once you countersign this letter, and at such time that Hillside proceeds with pursuit of construction of the home, Hillside will pursue a building permit and will be sure to include a copy of this letter with our submission of the permit to your Office for review and signature on the permit application. I have enclosed a \$600 check to cover the cost of your expedited review.

I appreciate your attention to this matter. If you have any questions or require any additional information, please contact me.

Very truly yours,



Christopher D. Mudd

CDM
Enclosures

AGREED AND ACCEPTED:



8/20/20
W. Carl Richards, Jr., Supervisor
Zoning Review Bureau