

IN RE: PETITION FOR SPECIAL EXCEPTION *
W/S of Factory Road, 300 ft. S
centerline of Whisper Avenue *
11th Election District *
3rd Councilmanic District *
(11006 Factory Road) *

BEFORE THE
DEPUTY ZONING COMMISSIONER
OF BALTIMORE COUNTY
CASE NO. 05-350-X

JoAnna Schroeder
Petitioner

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner as a Petition for Special Exception filed by the legal owner of the subject property, Joanna Schroeder. The Petitioner is requesting a special exception for property she owns at 11006 Factory Road in the northern area of Baltimore County. The special exception is to approve a riding stable per Section 1A01.2.C.21 of the Baltimore County Zoning Regulations (B.C.Z.R.).

The property was posted with Notice of Hearing on February 8, 2005, for 15 days prior to the hearing, in order to notify all interested citizens of the requested zoning relief. In addition, a Notice of Zoning hearing was published in "The Jeffersonian" newspaper on February 10, 2005 to notify any interested persons of the scheduled hearing date.

Amended Petition

At the outset of the hearing the Petitioner noted that the proper address for the subject property is 11010 Factory Road. 11006 Factory Road is the address of the Petitioner's parents next door to the subject property.

Applicable Law

Section 502.1 of the B.C.Z.R. - *Special Exceptions*

Before any special exception may be granted, it must appear that the use for which the special exception is requested will not:

- A. Be detrimental to the health, safety or general welfare of the locality involved;
- B. Tend to create congestion in roads, streets or alleys therein;
- C. Create a potential hazard from fire, panic or other danger;

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3/1/05
Ray

- D. Tend to overcrowd land and cause undue concentration of population;
- E. Interfere with adequate provisions for schools, parks, water, sewerage, transportation or other public requirements, conveniences or improvements;
- F. Interfere with adequate light and air; [Bill No. 45-1982]
- G. Be inconsistent with the purposes of the property's zoning classification nor in any other way inconsistent with the spirit and intent of these Zoning Regulations; [Bill No. 45-1982]
- H. Be inconsistent with the impermeable surface and vegetative retention provisions of these Zoning Regulations; nor [Bill No. 45-1982]
- I. Be detrimental to the environmental and natural resources of the site and vicinity including forests, streams, wetlands, aquifers and floodplains in an R.C.2, R.C.4, R.C.5 or R.C.7 zone. [Bill No. 74-2000]

Uses permitted by special exception in RC 2 zones

The following uses, only, may be permitted by special exception in any R.C.2 Zone, provided that in each case the hearing authority empowered to hear the petition finds that the use would not be detrimental to the primary agricultural uses in its vicinity; and, in the case of any use permitted under Item 29, further provided that the hearing authority finds that the use would support the primary agricultural use in its vicinity and would not itself be situated on land more appropriately used for primary agricultural uses: [Bill No. 178-1979]

RIDING STABLE -- A building where riding horses are boarded or kept for hire.

Zoning Advisory Committee Comments

The Zoning Advisory Committee (ZAC) comments are made part of the record of this case and contain the following highlights: None..

Interested Persons

Appearing at the hearing in support of the request was JoAnna Schroeder, the Petitioner. Also attending the hearing in support of the Petitioner were Anna and Phillip Reier, Ruth A. and Edward L. Justice, Dale Trionfo, Joyce and Richard Zahner, Kathleen Massimini and Bruce Doak, professional surveyor with Gerhold, Cross & Etzel, the firm that prepared the site plan of the property. Carl Gold, Esquire represented the Petitioners. No protestants or citizens attended the hearing. Peter Max Zimmerman, entered the appearance of his office in this case.

Testimony and Evidence

The Petitioner operates a small stable where she boards horses for owners who then are able to ride on the subject property and the adjacent Gunpowder State Park. The Petitioner owns 4.6 acres

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 SUBMITTED FOR FILING

of RC 2 zoned property which is improved by her new home (nearly complete), barns, and various agricultural accessory structures. The Petitioner also is leasing 14 acres of adjacent property from the State in the Gunpowder State Park to pasture horses. See Petitioner's Exhibit 2. In addition, the Petitioner is permitted to pasture horses on approximately 2 acres under the BGE power transmission lines. All together she has approximately 20 acres of property and 19 acres of pastureland on which to operate her boarding business.

Apparently she has operated this business at this location for some years, having all the facilities needed to properly conduct this business. Many neighbors attended the hearing in support of her Petitioner, each of whom indicated that she runs a very clean and orderly operation. She is supported in her request by her parents who live next door and adjacent property owners. She neither has presently nor proposes to conduct horse shows. In addition, she has neither an in-door or out-door arena nor, most importantly, is her business open to the public providing horses for hire. Based on pastureland limitations she may have up to 19 horses on the three parcels of which 4 are family owned and 14 owned by others. The boarding and riding operation is completely fenced as shown in red on Petitioner's Exhibit 1. The Petitioner indicated that she fully complies with the nutrient management requirement of the Soil Conservation District.

Mr. Doak opined that this boarding and riding operation would not adversely affect the surrounding community and that the request for special exception met all the criteria specified in Section 502.1 of the B.C.Z.R.

Findings of Fact and Conclusions of Law

As pointed out by Mr. Doak, the B.C.Z.R. definition of "riding stable" is a building where riding horses are boarded or kept for hire (emphasis supplied). Obviously, this Petitioner is not asking for the right to have horses for hire. She is asking for the right to board horses and provide riding opportunities for patrons who wish to ride their horses. In addition, she has several horses she keeps for the family.

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Ray

Mr. Doak raised the issue of whether or not the subject operation is simply a "commercial farm" which is essentially what the Zoning Commissioner found in Case No. 04-343-X. If so, the proposed operation would be allowed by right in this RC 2 zone and no special exception is necessary. While I see the wisdom of that decision, I am comfortable that the definition of riding stable in the regulations allows straight boarding operations, such as is being proposed here under the special exception, as well as horses for hire. I acknowledge that the definition seems to limit the special exception to the "buildings" involved in boarding horse but again this has been considered previously in Case No. 02-452-X where the zoning commissioner found that the County Council did not mean to be so precise as to limit the definition only to the actual buildings physically involved in the boarding operation. I agree with the commissioner that to be effective a special exception must apply to the land as well and I will so hold here.

I find that the special exception for a riding stable in a R.C.2 zone, as shown on Petitioner's Exhibit No. 1, will not endanger the health, safety, and welfare of the community, and that there will be no detriment to the area after considering each of the criteria listed under Section 502.1 of the B.C.Z.R. The community obviously supports the proposed uses and as they have had ample opportunity to see how it actually works, their endorsement is all the more meaningful.

I further find that the use would support the primary agricultural use in the vicinity and would not itself be situated on land more appropriately used for primary agricultural uses. There will be 19 acres of pastureland included in this special exception all of which is agricultural. The area immediately around the buildings (barn, run in sheds, etc.) is not suited for agricultural purposes.

Pursuant to the advertisement, posting of the property, and public hearing on this petition held, and after considering the testimony and evidence offered by the Petitioner, I find that the Petitioner's request for special exception should be granted.

THEREFORE, IT IS ORDERED, this 1 day of March, 2005, by the Deputy Zoning Commissioner, that the Petitioner's request for special exception to approve a riding stable per

MAILED
3/1/05
Ray

Section 1A01.2.C.21 of the Baltimore County Zoning Regulations (B.C.Z.R.), be and is hereby GRANTED subject to the following conditions:

1. The Petitioner shall be limited to keeping and maintaining no more than 19 horses on the subject property at any one time.
2. The Petitioner shall be required to keep and maintain the fencing on the subject property as depicted on Petitioners' Exhibit No. 1, the site plan submitted into evidence depicting the approximate location of the subject fencing.
3. The Petitioner shall be required to file a nutrient management plan in accordance with COMAR, Section 15.20.07.05(3)(c), Soil Conservation District. Said property owner shall be required to comply with said nutrient management plan.
4. The Petitioner shall be prohibited from utilizing outside lighting or outside loud speakers in connection with the Special Exception granted herein except for security/farm lighting.
5. The Petitioner shall not be permitted to operate horse shows on the subject property.
6. No member of the general public shall be permitted to come to the subject property for the purpose of paying a fee for riding a horse. Only those members of the public who are actual horse boarders of Ms. Schroeder shall be permitted to ride horses on the subject property.
7. The Petitioner shall be limited to the giving of no more than 10 lessons per week on the subject property.

Any appeal of this decision must be made within thirty (30) days of the date of this Order.


JOHN V. MURPHY
DEPUTY ZONING COMMISSIONER
FOR BALTIMORE COUNTY

JVM:raj

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3/1/05
Ray

Zoning Commissioner

Suite 405, County Courts Building
401 Bosley Avenue
Towson, Maryland 21204
Tel: 410-887-3868 • Fax: 410-887-3468



Baltimore County

James T. Smith, Jr., County Executive
William J. Wiseman III, Zoning Commissioner

March 1, 2005

Carl Gold, Esquire
402 W. Pennsylvania Avenue
Towson, Maryland 21204

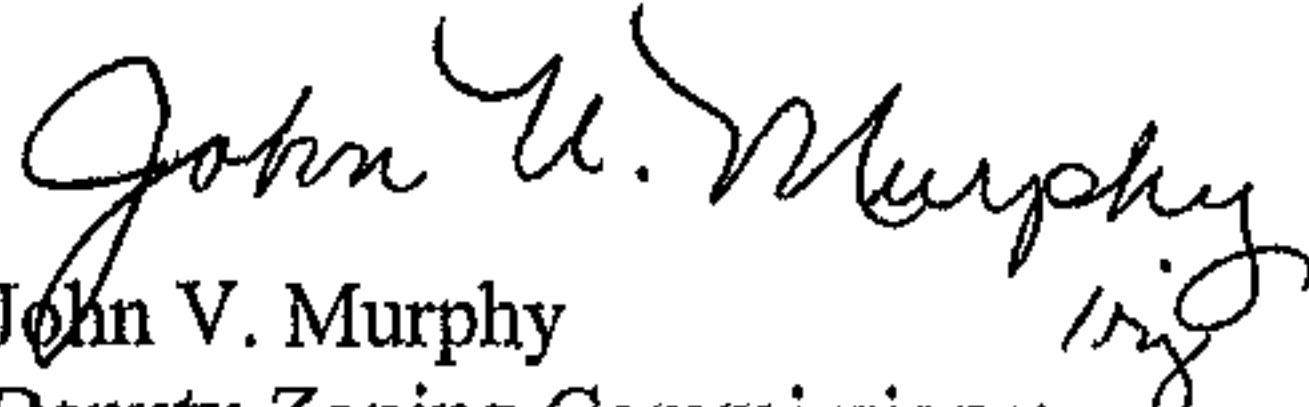
Re: Petition for Special Exception
Case No. 05-350-X
Property: 11000 Factory Road

Dear Mr. Gold:

Enclosed please find the decision rendered in the above-captioned case. The petition for special exception has been granted in accordance with the enclosed Order.

In the event the decision rendered is unfavorable to any party, please be advised that any party may file an appeal within thirty (30) days from the date of the Order to the Department of Permits and Development Management. If you require additional information concerning filing an appeal, please feel free to contact our appeals clerk at 410-887-3391.

Very truly yours,


John V. Murphy
Deputy Zoning Commissioner

JVM:raj
Enclosure

c: JoAnna Schroeder, 2209 Pleasantville Rd., Fallston, MD 21047
Anna & Phillip Reier, 11006 Factory Rd., Glen Arm, MD 21057
Ruth A. & Edward L. Justice, 11000 Factory Rd., Glen Arm, MD 21057
Dale Trionfo, 2600 Cub Hill Rd., Baltimore, MD 21234
Joyce & Richard Zahner, 4900 Carroll Manor Road, Baldwin, MD 21013
Kathleen Massimini, 11022 Factory Rd., Glen Arm, MD 21057
Bruce Doak, Gerhold, Cross & Etzel, 320 E. Towsontown Blvd., Towson, MD 21286

Visit the County's Website at www.baltimorecountyonline.info

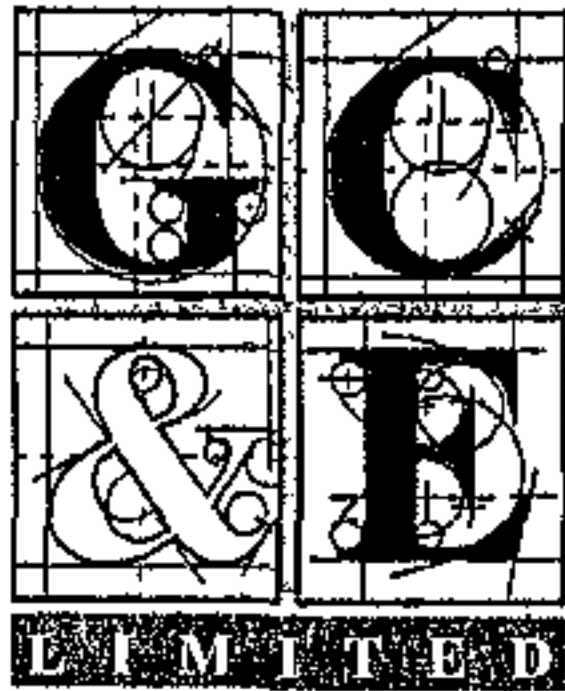




which is presently zoned R.C. 2

A riding stable per BCZR 1A01.2 C 21.

1-11-05



Gerhold, Cross & Etzel, Ltd.

Registered Professional Land Surveyors • Established 1906

Suite 100 • 320 East Towsontown Boulevard • Towson, Maryland 21286
Phone: (410) 823-4470 • Fax: (410) 823-4473 • www.gcelimited.com

January 10, 2005

Zoning Description Schroeder Property on Factory Road

All that piece or parcel of land situate, lying and being in the Eleventh Election District Of Baltimore County, Maryland and described as follows to wit:

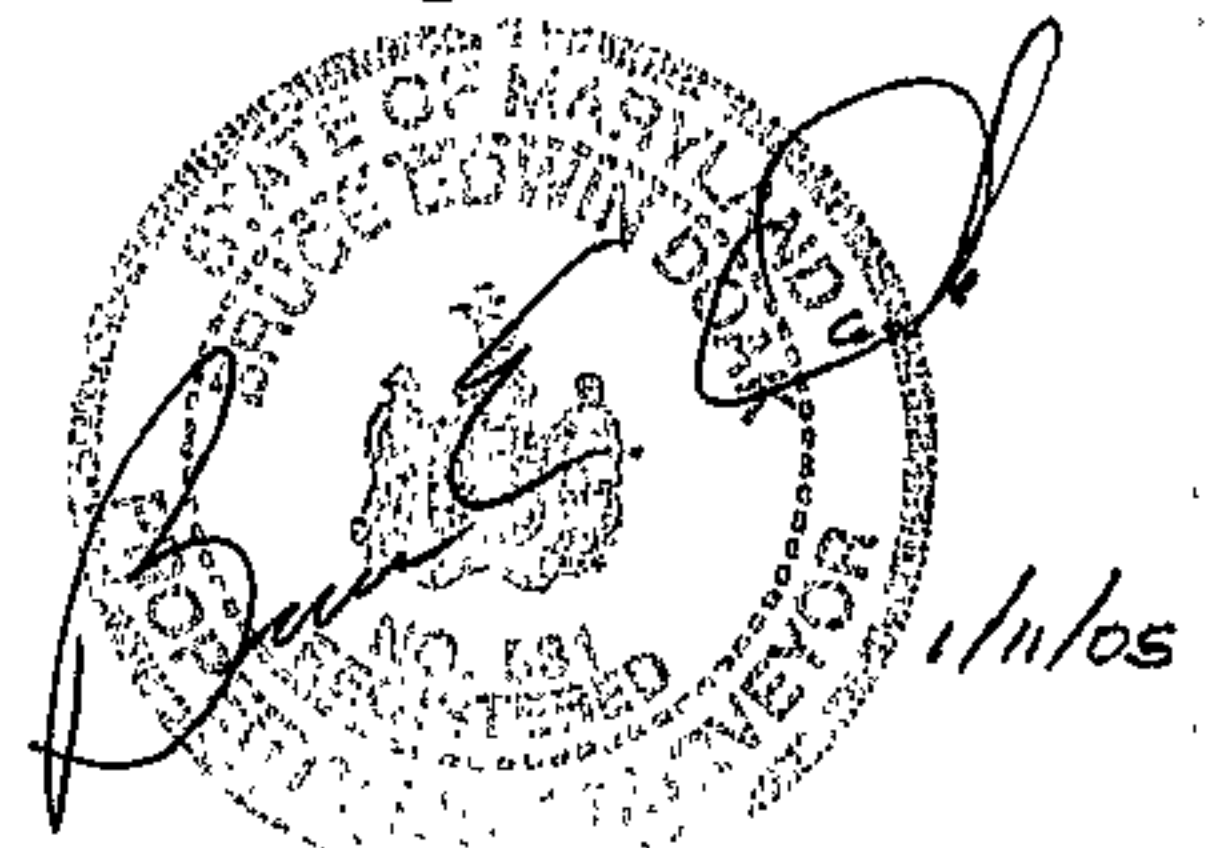
Beginning for the same at a point southwesterly 31' more or less from a point 350' more or less along the centerline of Factory Road from its intersection with the centerline of Whisper Avenue, and running, (1) South 62 degrees 12 minutes 59 seconds West 251.98 feet, (2) North 86 degrees 37 minutes 36 seconds West 251.09 feet, to the east side of the Susquehanna Transmission Company Towerline, thence binding on said Towerline (3) South 8 degrees 58 minutes 24 seconds West 425.13 feet, thence leaving said Towerline (4) South 60 degrees 59 minutes 35 seconds East 272.8 feet, (5) North 26 degrees 48 minutes 55 seconds East 223.18 feet, (6) North 28 degrees 31 minutes 35 seconds East 137.30 feet, (7) South 83 48 minutes 40 seconds East 21.11 feet, (8) North 24 degrees 48 minutes 59 seconds West 78.87 feet, and (9) North 66 degrees 52 minutes 02 seconds East 198.77 feet to the west side of Factory Road, thence binding on the west side of Factory Road (10) North 24 degrees 39 minutes 29 Seconds West 2.84 feet, and (11) northerly by a line curving to the right having a radius of 385.81 feet for an arc distance of 190.19 feet (the chord of said arc bearing North 10 degrees 32 minutes 07.5 seconds West 188.27 feet), thence leaving the west side of Factory Road to the place of beginning.

Containing 4.466 Acres of land, more or less.

Also to include 14 acres in a Grazing Lease Agreement with The State of Maryland, acting through the Department of Natural Resources dated September 1, 2004.

Note: This description only satisfies the requirements of the Office of Zoning and is not to be used for the purposes of conveyance.

350



BALEMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

No. 441300

DATE 1-11-05

ACCOUNT 001-006-6150

AMOUNT \$ 380.00

RECEIVED

JoAnna Schneider

FROM:

FOR:

Pethon for Special Exception

Item # 350

DISTRIBUTION
WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

PAID RECEIPT

BUSINESS WITH TYPE
1/13/2005 10:41:23 2

FOR AID 441300 100 100

RECEIPT # 275000 1/11/2005 001

100 3 500 20000 1000000

100 441300

Receipt for 441300

100 100 1.00 00

100 100 1.00 00

CASHIER'S VALIDATION

**NOTICE OF ZONING
HEARING**

The Zoning Commission of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland, on the property identified herein as follows:

Case: #05-350-X
11006 Factory Road
W/side of Factory Road at
the distance of 300 feet
s/from the centerline of
Whisper Avenue
11th Election District
3rd Councilmanic District
Legal Owner(s):
JoAnna Schroeder
Special Exception: to allow
a riding stable.
Hearing: Friday, February
25, 2005 at 9:00 a.m. in
Room 106, County Office
Building, 111 W. Chesapeake
Avenue, Towson
21204.

WILLIAM WISEMAN
Zoning Commissioner for
Baltimore County

NOTES: (1) Hearings are
Handicapped Accessible;
for special accommodations
Please Contact the
Zoning Commissioner's Of-
fice at (410) 887-4386.

(2) For information con-
cerning the File and/or
Hearing, Contact the Zon-
ing Review Office at (410)
887-3391.
2/094 Feb10 38867

CERTIFICATE OF PUBLICATION

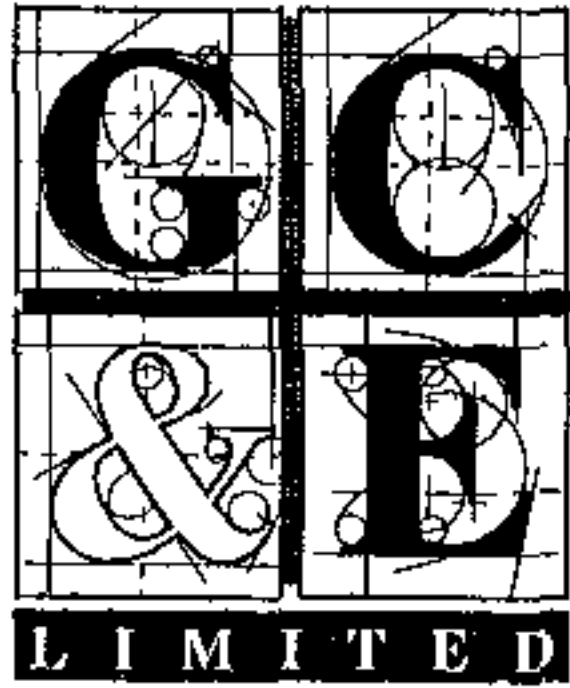
2/10/, 2005

THIS IS TO CERTIFY, that the annexed advertisement was published
in the following weekly newspaper published in Baltimore County, Md.,
once in each of 1 successive weeks, the first publication appearing
on 2/10/, 2005.

- ☒ The Jeffersonian
- ☐ Arbutus Times
- ☐ Catonsville Times
- ☐ Towson Times
- ☐ Owings Mills Times
- ☐ NE Booster/Reporter
- ☐ North County News

S. Wilkinson

LEGAL ADVERTISING



Gerhold, Cross & Etzel, Ltd.

Registered Professional Land Surveyors • Established 1906

Suite 100 • 320 East Towsontown Boulevard • Towson, Maryland 21286
Phone: (410) 823-4470 • Fax: (410) 823-4473 • www.gcelimited.com

CERTIFICATE OF POSTING

RE: CASE#05-350-X
PETITIONER/DEVELOPER:
JoAnna Schroeder
DATE OF HEARING: 2/25/05

**BALTIMORE COUNTY DEPARTMENT OF
PERMITS AND DEVELOPMENT MANAGEMENT
COUNTY OFFICE BUILDING, ROOM 111
111 WEST CHESAPEAKE AVE.
TOWSON, MARYLAND 21204**

ATTENTION: KRISTEN MATTHEWS

LADIES AND GENTLEMEN:

**THIS LETTER IS TO CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE NECESSARY
SIGN(S) REQUIRED BY LAW WERE POSTED CONSPICUOUSLY ON THE PROPERTY LOCATED AT**

LOCATION:

11006 Factory Road

(see page 2 for full size print)

SIGNATURE OF SIGN POSTER

BRUCE DOAK

**GERHOLD, CROSS & ETZEL, LTD
SUITE 100
320EAST TOWSONTOWN BLVD
TOWSON, MARYLAND 21286
410-823-4470 PHONE
410-823-4473 FAX**

POSTED ON: 2/08/05

FEB 9 2005

ZONING NOTICE

CASE # :05-350-X

**A PUBLIC HEARING WILL BE HELD BY
THE ZONING COMMISSIONER
IN TOWSON, MD.**

PLACE: Room 106 County Office Building
111 W. Chesapeake Avenue, Towson, MD

TIME & DATE : 9:00 am Friday February 25, 2005

**Special Exception: to allow a riding
stable.**

POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES
NECESSARY TO CONDUCT HEARINGS.
CALL 410-887-3391 THE DAY BEFORE THE SCHEDULED HEARING DATE.

DO NOT REASONABLY DENY ACCESS TO DAY OF HEARING UNDER PENALTY OF LAW.
HEARINGS ARE HANDICAPPED ACCESSIBLE

02/0



Director's Office
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204
Tel: 410-887-3353 • Fax: 410-887-5708

January 24, 2005

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 05-350-X

11006 Factory Road

W/side of Factory Road at the distance of 300 feet s/from the centerline of Whisper Avenue

11th Election District – 3rd Councilmanic District

Legal Owner: JoAnna Schroeder

Special Exception to allow a riding stable.

Hearing: Friday, February 25, 2005 at 9:00 a.m. in Room 106, County Office Building,
111 W. Chesapeake Avenue, Towson 21204

A handwritten signature in black ink, reading "Timothy Kotroco".

Timothy Kotroco
Director

TK:klm

C: JoAnna Schroeder, 2209 Pleasantville Rd., Fallston 21047
Gerhold, Cross & Etzel, 320 E. Towsontown Blvd., Towson 21286
Phillip Reier, 11006 Factory Road, Glen Arm 21057

**NOTES: (1) THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN
APPROVED POSTER ON THE PROPERTY BY THURSDAY, FEBRUARY 10,
2005.**

- (2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL
ACCOMMODATIONS PLEASE CALL THE ZONING COMMISSIONER'S OFFICE
AT 410-887-4386.
- (3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT
THE ZONING REVIEW OFFICE AT 410-887-3391.

TO: PATUXENT PUBLISHING COMPANY
Thursday, February 10, 2005 Issue - Jeffersonian

Please forward billing to:
Mr. Phillip D. Reier
11006 Factory Road
Glen Arm, MD 21057

410-592-8968

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 05-350-X

11006 Factory Road

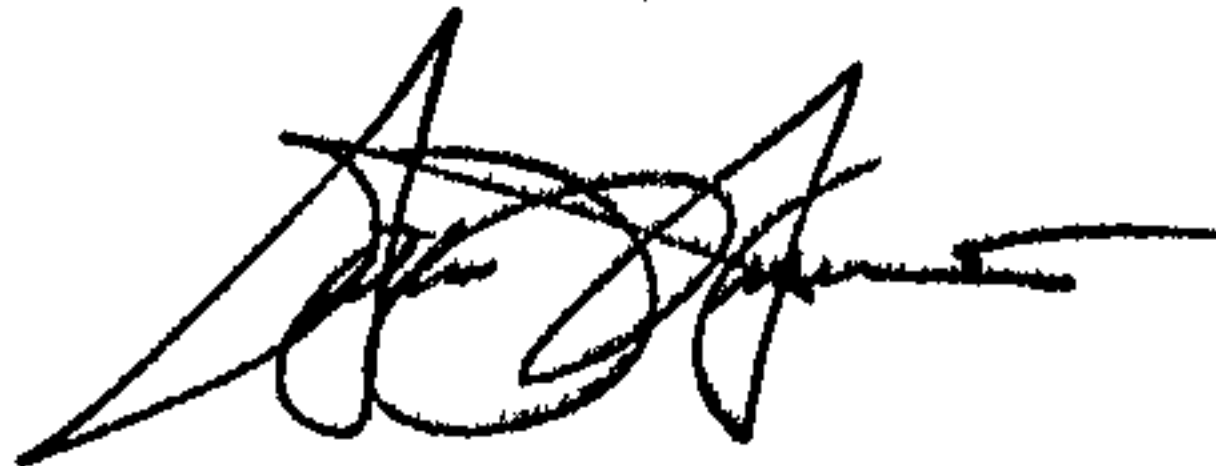
W/side of Factory Road at the distance of 300 feet s/from the centerline of Whisper Avenue

11th Election District – 3rd Councilmanic District

Legal Owner: JoAnna Schroeder

Special Exception to allow a riding stable.

Hearing: Friday, February 25, 2005 at 9:00 a.m. in Room 106, County Office Building,
111 W. Chesapeake Avenue, Towson 21204



WILLIAM WISEMAN
ZONING COMMISSIONER FOR BALTIMORE COUNTY

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

**DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT
ZONING REVIEW**

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least fifteen (15) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.

For Newspaper Advertising:

Item Number or Case Number: 05-350-X

Petitioner: ~~Mr. Phillip D. Reier~~ Joanna Schroeder

Address or Location: Factory Road

PLEASE FORWARD ADVERTISING BILL TO:

Name: Mr. Phillip D Reier

Address: 11006 Factory Road

Glen Arm, MD 21057

Telephone Number: (410)- 592-8968

**Department of Permits and
Development Management**

Development Processing
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204



Baltimore County

*James T. Smith, Jr., County Executive
Timothy M. Kotroco, Director*

February 15, 2005

JoAnna Schroeder
2209 Pleasantville Road
Fallston, Maryland 21047

Dear Ms Schroeder:

RE: Case Number: 05-350-X , 11006 Factory Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on January 11, 2005.

The Zoning Advisory Committee (ZAC), which consists of representatives from several approval agencies, has reviewed the plans that were submitted with your petition. All comments submitted thus far from the members of the ZAC are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to ensure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. All comments will be placed in the permanent case file.

If you need further information or have any questions, please do not hesitate to contact the commenting agency.

Very truly yours

A handwritten signature in black ink, reading "W. Carl Richards, Jr.", is written over the typed name.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR: clb

Enclosures

c: People's Counsel

Visit the County's Website at www.baltimorecountyonline.info



Fire Department

700 East Joppa Road
Towson, Maryland 21286-5500
Tel: 410-887-4500



Baltimore County

James T. Smith, Jr., County Executive
John J. Hohman, Chief

County Office Building, Room 111
Mail Stop #1105
111 West Chesapeake Avenue
Towson, Maryland 21204

January 25, 2005

ATTENTION: Zoning Review planners

Distribution Meeting of: January 31, 2005

Item No.: 350

Pursuant to your request, the referenced plan(s) have been reviewed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

The site shall be made to comply with all applicable parts of the Baltimore County Fire Prevention Code prior to occupancy or beginning of operation.

Lieutenant Franklin J. Cook
Fire Marshal's Office
(O) 410-887-4881 (C) 443-829-2946
MS-1102F

cc: File

Visit the County's Website at www.baltimorecountyonline.info



Printed on Recycled Paper

Robert L. Ehrlich, Jr., Governor
Michael S. Steele, Lt. Governor



Robert L. Flanagan, Secretary
Neil J. Pedersen, Administrator

Maryland Department of Transportation

Date: 1.21.05

Ms. Kristen Matthews
Baltimore County Office of
Permits and Development Management
County Office Building, Room 109
Towson, Maryland 21204

RE: Baltimore County
Item No. 350 JRF

Dear Ms. Matthews:

This office has reviewed the referenced item and we have no objection to approval as it does not access a State roadway and is not affected by any State Highway Administration projects.

Should you have any questions regarding this matter, please contact Larry Gredlein at 410-545-5606 or by E-mail at (lgredlein@sha.state.md.us).

Very truly yours,

Steven D. Foster, Chief
Engineering Access Permits Division

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Timothy M. Kotroco, Director
Department of Permits and
Development Management

DATE: January 27, 2005

JAN 27 2005

FROM: Arnold F. 'Pat' Keller, III
Director, Office of Planning

ZONING COMMISSIONER

SUBJECT: Zoning Advisory Petition(s): Case(s) 5-261, 5-344, and 5-350

The Office of Planning has reviewed the above referenced case(s) and has no comments to offer. For further questions or additional information concerning the matters stated herein, please contact Mark Cunningham in the Office of Planning at 410-887-3480.

Prepared By:

Mark A Cunningham

Division Chief:

John J. [Signature]

MAC/LL

BALTIMORE COUNTY, MARYLAND
INTEROFFICE CORRESPONDENCE

TO: Timothy M. Kotroco, Director
Department of Permits &
Development Management

DATE: February 9, 2005

FROM: Robert W. Bowling, Supervisor
Bureau of Development Plans
Review

SUBJECT: Zoning Advisory Committee Meeting
For January 31, 2005
Item Nos. 348, 349, 350, 351, 352, 355,
357, 358 and 359

The Bureau of Development Plans Review has reviewed the subject-zoning items, and we have no comments.

RWB:CEN:cp

cc: File

RE: PETITION FOR SPECIAL EXCEPTION * BEFORE THE
11006 Factory Road; W/side Factory Road, *
300' S c/line Whisper Avenue * ZONING COMMISSIONER
11th Election & 3rd Councilmanic Districts *
Legal Owner(s): Joanna Schroeder * FOR
Petitioner(s) * BALTIMORE COUNTY
* 05-350-X

* * * * *

ENTRY OF APPEARANCE

Please enter the appearance of People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and the passage of any preliminary or final Order. All parties should copy People's Counsel on all correspondence sent and documentation filed in the case.

RECEIVED

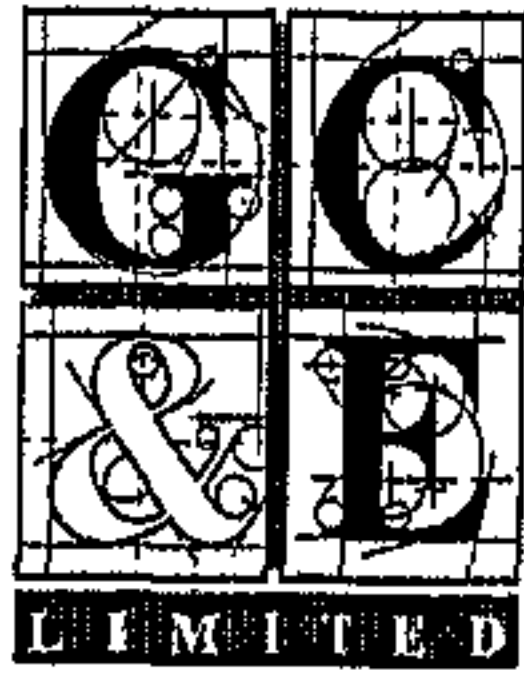
Per. *CLP*

Peter Max Zimmerman
PETER MAX ZIMMERMAN
People's Counsel for Baltimore County
Carole S. Demilio
CAROLE S. DEMILIO
Deputy People's Counsel
Old Courthouse, Room 47
400 Washington Avenue
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 25th day of January, 2005, a copy of the foregoing Entry of Appearance was mailed Bruce E. Doak, Gerhold, Cross & Etzel, Ltd, 320 E Towsontown Blvd, Towson, MD 21286, Representative for Petitioner(s).

Peter Max Zimmerman
PETER MAX ZIMMERMAN
People's Counsel for Baltimore County



Gerhold, Cross & Etzel, Ltd.

Registered Professional Land Surveyors • Established 1906

Suite 100 • 320 East Towsontown Boulevard • Towson, MD 21286

Phone: (410) 823-4470 • Fax: (410) 823-4473 • www.gcelimited.com

Baltimore County, Maryland
Office of Permits and Development Management
111 West Chesapeake Avenue
Towson, Maryland 21204
Attn. Carl Richards
November 15, 2004

Subject: Reier Property
11006 Factory Road
Glen Arm, Maryland 21057

Mr. Richards,

Phillip D. and Anna M. Reier are the owners of 1.42 acres located on the West side of Factory Road; their daughter Joanna Marie Schroeder is the owner of the adjacent 4.46 acres, Phillip D. and Anna M. Reier lease 14 acres from The State of Maryland to the use of the Department of Forest and Parks. The existing zoning of all of the property is R.C.-2. Mr. and Mrs. Reier are engaged in the business of boarding horses and providing horse riding lessons, Mr. And Mrs. Reier utilize the entire property for this purpose.

In 2004 their barn/stable burned and was destroyed. Their wish is to continue their business of boarding horses and providing horse riding lessons to the public.

Therefore, based on previous zoning cases (copies of opinions on case 01-530-X and 04-343-X attached) we feel that the continued use would be permitted under Agricultural use in a R.C.-2 zone and a hearing would not be necessary. We ask you to confirm that this use is allowed under the R.C.-2 regulations.

Your attention into this matter is greatly appreciated.

Sincerely,

John Dill

CARL R. GOLD
ATTORNEY AT LAW
402 WEST PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204
(410) 337-5545

MEMBER MARYLAND
AND DISTRICT OF
COLUMBIA BAR

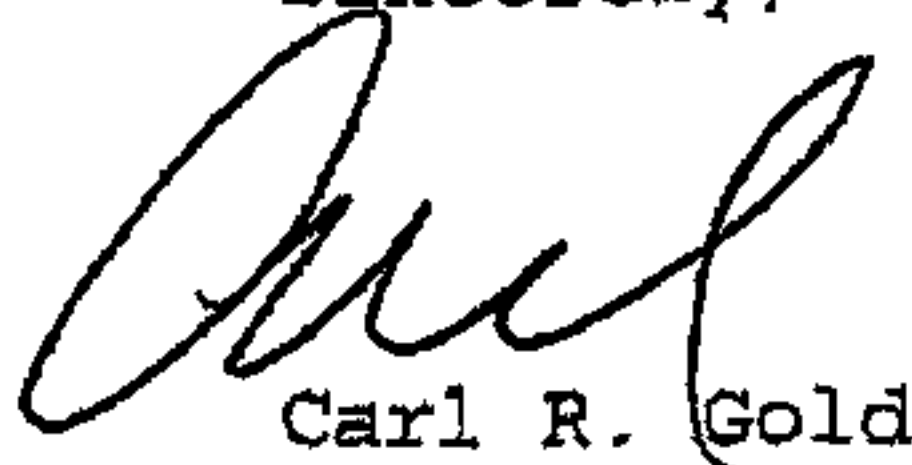
October 4, 2004

Phillip Reier
11006 Factory Road
Glen Arm, Maryland 21057

Dear Mr. Reier:

I am enclosing an Addendum to Agreement to Sell Real Estate. Please check with Mr. Doak to see if this is what he needs. If so, you can have the buyers sign it and give it to him for filing. Let me know if you need any other help.

Sincerely,



Carl R. Gold

CRG:sp

Enclosure

Reier001\letPhillipReier100404

CASE NAME 11000 Factory Rd.
CASE NUMBER 05-350-X
DATE 2/25/05

PETITIONER'S SIGN-IN SHEET

[illegible]



MARYLAND
DEPARTMENT OF
NATURAL RESOURCES

Robert L. Ehrlich, Jr., Governor

Michael S. Steele, Lt. Governor

C. Ronald Franks, Secretary

October 8, 2004

Mr. Phillip Reier
11006 Factory Road
Glen Arm, MD 21057

Re: Gunpowder Falls State Park
Former Reier Property
14 Acres Grazing Land /Baltimore County

Dear Mr. Reier:

Attached for your information and file is an original copy of the fully executed grazing lease agreement for the above referenced property. Envelopes are enclosed for your convenience in making rent payments. Payments are due on or before the first day of January of each year of the term of your lease. A \$25.00 per month late fee will be assessed for any late payments.

It is very important when making a payment that you identify the following on the check or money order: name on the lease, type of agreement (grazing), park or area name and property name (i.e. Phillip Reier, Gunpowder, former Reier Property), and Baltimore County.

The change of your lease from a cropland lease agreement to a grazing lease agreement was necessitated as DNR had executed the incorrect lease form. This grazing lease is the correct lease form for your use to graze horses (and is the type of lease used historically since you began leasing this pasture land in 1991). Also note that this leased property is considered landlocked as there is no public access to this parcel. This parcel will always be leased to the adjacent property owner (yourself or any subsequent owners of your property).

Thank you and if there are any questions, please do not hesitate to contact the Park Manager.

Sincerely,

Jean M. Lippard
Jean M. Lippard, Director
Land and Property Management

jml

Attachment

copy: Mike Browning (w/att.)
John Norbeck

Pet #2

Exhibit A

N10

3360
T3045

3359
T3044

Hartford

Sea of Factory Road

Crane
Park

Memorandum



**STATE OF MARYLAND
Department of Natural Resources
Land and Property Management
Tawes State Office Building E-4
Annapolis, Maryland 21401**

GRAZING LEASE AGREEMENT

THIS GRAZING LEASE AGREEMENT (this "Lease") is made this 1st day of September, 2004 by and between the **STATE OF MARYLAND**, acting through the **Department of Natural Resources ("Landlord")** and **Phillip Reier ("Tenant")** 11006 Factory Road, Glen Arm, MD 21057, 410-592-8968.

WHEREAS, Landlord owns and maintains public lands known as Gunpowder Falls State Park; and

WHEREAS, within said public lands, Landlord owns grazing land hereinafter referred to as the "Premises", which is not immediately needed by Landlord for the public use, operation, or maintenance of said public lands; and

WHEREAS, Landlord desires to lease the Premises to Tenant on a short term basis until such time as Landlord desires to reclaim use and possession of the Premises for public purposes; and

WHEREAS, this Lease is for the convenience of the State of Maryland and inures to the benefit of Landlord.

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, the parties agree as follows:

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, in "as is" condition, the following Premises consisting of approximately 14 +/- acres, more or less, as shown on the map attached as Exhibit A and particularly described as follows: a portion of the former Reier property acquired by Landlord by a deed dated March 5, 1980 and recorded among Land Records of Baltimore County at Liber 4907, folio 178.

2. TERM. This Lease shall be for a term of Five (5) years and four (4) months, **beginning on the 1st day of September, 2004, and ending on the 31st day of December, 2009.** This Lease is for a fixed term as specified above and may not be converted to a periodic tenancy or reinstated, continued, or otherwise extended beyond that term by any act or omission of Landlord or Tenant. Termination shall occur automatically on the final date of the term specified above without notice of any kind from either party to the other. Tenant must remove all Tenant owned equipment, livestock, and personal property from the Premises on or before the date of termination. Failure to do so will result in the daily assessment of rent on a pro-rata basis until Tenant completely vacates the Premises.

3. RENT. Tenant shall pay Landlord the amount of Five Hundred Sixty Dollars (\$ 560.00) per year, payable in advance on the first day of **January** of each year of the term of this Lease without demand beginning January 1, 2005. In the event that this Lease begins before the beginning or terminates before the end of the term, Tenant shall pay a pro rata amount for the period, until the term begins or until the end of the term.

4. PAYMENTS; LATE CHARGES. Tenant promises to pay promptly the rent due without any deduction or counterclaim whatsoever. If the rent is not paid by the fifteenth (15th) day of the month due, it shall be deemed late, and Tenant will pay as additional rent a sum of Twenty Five (\$25.00) Dollars per month that the rent is not paid by the due date.

5. DELIVERY OF PREMISES. Landlord shall deliver the Premises to Tenant at the beginning of the term of this Lease in an as-is condition.

6. ASSIGNMENT. Tenant shall not in any way assign or sublet any or all of the Premises without first obtaining written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion.

7. USE OF PREMISES. Tenant shall personally use the Premises for grazing of livestock only. Tenant shall not use or permit the use of the Premises for any purpose other than grazing of livestock. Tenant agrees to keep the Premises clean and safe, to use all equipment and facilities on the Premises with care and for intended purposes only, and to refrain from deliberately or negligently wasting or damaging the Premises or allowing another person to do so. Tenant will not use any portion of the Premises for storage, display, or other purposes without Landlord's prior written approval.

8. SPECIAL CONDITIONS.

- a. All equipment and vehicles used in furtherance of the purposes of this Lease shall be parked or stored on the Premises only. Tenant shall not use any adjoining lands for parking or storage.
- b. Tenant shall follow good agricultural practices in grazing livestock on the Premises. Tenant shall maintain a complete written farming history of the Premises during the entire term of the lease, and shall follow any farming recommendations of the United States Department of Agriculture, Maryland Department of Agriculture and/or the United States Soil Conservation District for the County in which the Premises is located. Tenant agrees to obtain and comply fully with Soil and Water Quality Plan(s) or Pasture Plan(s) developed for the Premises during the term of this Lease. Tenant shall provide to Landlord copies of soil tests to confirm continued fertility of the soil. Landlord may also collect soil samples for testing from the Premises at all reasonable times.
- c. At the beginning of each year of this Lease, Tenant shall submit to Landlord a list of all chemicals intended to be used on the Premises during that year and shall receive written approval from Landlord before applying any chemicals to the Premises.
- d. Tenant shall not apply any organic additives (for example, composted material, sludge, or any type of manure) to the soil of the Premises without Landlord's prior written approval. Such prior approval must be obtained before any such additives are brought to the Premises. The use of organic additives or other nutrient materials must be consistent with the Nutrient Management Plan requirements as set forth in item b. of this Section 8.
- e. Tenant shall control Johnson grass, Canada Thistle, and any other noxious weed (as designated by the Maryland Department of Agriculture), on the Premises in compliance with Title 9, Subtitle 405, of the Agriculture Article of the Annotated Code of Maryland, as amended from time to time. If Johnson grass, Canada thistle, or any other noxious weed exists on the Premises, Tenant shall file a timely plan of compliance with the Maryland Department of Agriculture and shall promptly provide Landlord with a copy of such plan.
- f. Upon ninety (90) days prior written notice to Tenant, Landlord may withdraw any acreage of the Premises from this Lease if Landlord determines that said acreage is needed for wildlife protection, forestry or agricultural research, erosion control, or any other public use or purpose. In the event that any acreage of the Premises is withdrawn from this Lease, the annual rent will be reduced in proportion to the withdrawn acreage.
- g. Tenant shall not graze, plant, harvest, plow, disc, or use fertilizers, pesticides, or insecticides within one hundred (100) feet of either side of the top edge or bank of any wetland, creek, run, river, tributary, drainage ditch, or natural water course on the Premises or as directed by the area manager. Tenant shall control noxious weeds in said 100-foot area by mowing and/or applying approved herbicides for the purpose of establishing a perpetual vegetative buffer. Tenant shall also maintain all grassed waterways on the Premises.
- h. Tenant shall maintain a ground cover on the Premises sufficient to support grazing livestock and shall follow good management practices to prevent surface erosion from occurring. Tenant shall not allow any type of livestock to access any type of natural waterway.
- i. Tenant shall provide all work stock, machinery, equipment, fertilizers, and seed used on the Premises, and shall maintain or erect all necessary fences and assume all costs required to operate the farm in accordance with all terms of this Lease.
- j. Upon termination of this Lease for any reason, Tenant shall provide a suitable sod cover for the Premises and shall seed any devoid area as directed by Landlord's Area Manager for the area in which the Premises is located.
- k. Tenant shall mow the Premises at least once per year or more often as directed by Landlord's Area Manager for the area in which the Premises is located.

9. COMPLIANCE WITH LAWS AND RULES. Tenant shall comply with any applicable laws, regulations and rules of any governmental authority and in particular with all rules and regulations adopted by the Maryland Department of Natural Resources and the United States Soil Conservation District for the County in which the Premises is located.

10. WATER CONSERVATION. Tenant shall be responsible for complying with any water conservation measures pursuant to Executive Order 01.01.2001.06 and any regulations promulgated by the Maryland Department of Environment.

11. NUTRIENT MANAGEMENT PLAN. Tenant agrees to obtain and comply fully with a Nutrient Management Plan as prepared by a certified planner pursuant to Title 8, Subtitle 8 of the Agriculture Article of the Annotated Code of Maryland (1985 Replacement Volume and its amendments) and any accompanying regulations. Tenant shall provide to Landlord copies of the Nutrient Management Plan.

12. MAINTENANCE. Tenant shall keep the Premises in safe and good order, in clean and sanitary condition, and in good repair to Landlord's satisfaction.

13. ALTERATIONS/IMPROVEMENTS. Tenant shall not make any alterations, additions or improvements to the Premises, without the prior written consent of Landlord. To obtain such consent, Tenant must provide Landlord with a written proposal including a detailed description, cost estimate and work schedule of the project, along with any other information requested by Landlord. All improvements must be conducted in accordance with Tenant's approved plan, at Tenant's sole expense, unless otherwise agreed in writing between the parties. All alterations or improvements become part of the real property and shall not be removed from the Premises at the end of the term.

14. REPAIRS. Tenant shall make all necessary repairs and replacements to the Premises (including its improvements, fixtures and grounds) caused by the misuse or neglect of Tenant, Tenant's agents, employees, or invitees. If Tenant fails to make such repairs, Landlord has the right, but not the obligation, to make such repairs, and Tenant shall promptly pay Landlord the cost thereof as additional rent.

15. INSURANCE. Tenant is responsible for maintaining adequate insurance on Tenant's personal property or equipment placed on, in or about the Premises or used on the Premises. All personal property and equipment belonging to Tenant and used on the Premises shall be used there at the sole risk of Tenant, and Landlord shall not be liable for any loss or damage thereto arising from any cause. Tenant shall not permit anything to be done on the Premises in contravention of any insurance policy in force thereon, or which will increase the insurance risk on the Premises.

16. HOLD HARMLESS. Landlord assumes no responsibility for livestock, liability of livestock, or liability for any damages incurred as a result of this Lease. Tenant shall indemnify and hold harmless the State of Maryland and the Department of Natural Resources, its officers, agents and employees, from any and all claims, expenses (including attorneys' fees), or demands of any kind made against the State of Maryland and the Department of Natural Resources arising out of or in connection with a breach, violation or non-performance of this Lease by Tenant or Tenant's agents, licensees or invitees, or arising out of or in connection with the Tenant's use or occupancy of the Premises. Tenant further releases Landlord and the State of Maryland and the Department of Natural Resources, its officers, agents and employees, from any and all claims, expenses (including attorneys' fees), or demands of any kind made against Landlord and/or the State of Maryland Department of Natural Resources arising out of or in connection with the taking, use or occupancy of the Premises or any proposed or existing State project or on land which abuts or in any way affects the Premises.

17. RIGHT OF ENTRY. Landlord and Landlord's agents shall have the right to enter the Premises at all reasonable times for the purpose of inspection or to make such alterations or repairs as may be deemed necessary. For a period of sixty (60) days prior to the termination of this Lease, Landlord shall have the right, at reasonable times, to show the property to prospective Tenants.

18. ACCESS ROADS. Landlord reserves the right to use and grant the right to use all access roads, rights-of-way, easements, or driveways in and about the Premises at all times.

19. BREACH AND REMEDIES. If Tenant violates any obligations of this Lease and fails to cure such default within ten (10) days after receiving written notice thereof from Landlord, this Lease shall, at Landlord's option, terminate. Such event shall operate as a notice to quit and Landlord may recover possession of the Premises under any applicable law. If Tenant does not vacate the Premises on or before the last day of the term, Landlord may: (a) eject Tenant, take possession of the Premises and store without liability on Landlord's part, at Tenant's expense, all personal property found on the Premises; and/or (b) exercise any other remedy available to Landlord under any applicable law. No waiver by Landlord of any breach of any provision of this Lease shall be construed as a waiver of the provision itself or of any subsequent breach thereof.

20. COSTS AND ATTORNEYS' FEES. If Landlord institutes any action for eviction, collection, and/or judgment for rental arrears or violation of the terms of this Lease, Tenant agrees to pay all costs of any such action, including reasonable attorneys' fees.

21. TERMINATION. Either party may terminate this Lease at any time by giving the other party at least one hundred eighty (180) days notice thereof in writing specifying the date upon which this Lease will be terminated. At the termination of this Lease, Tenant shall surrender the Premises to Landlord in as good

condition as when received, ordinary wear and tear excepted. Tenant also agrees to surrender the Premises free and clear of all personal property or equipment and debris and to return all keys to any gates (if any) to the Premises to Landlord.

22. NOTICE. If more than one person constitutes Tenant, notice to any one-said persons shall constitute notice to all. All notices required to be given by Landlord to Tenant shall be sufficiently given by leaving the same at the Premises or by registered mail, return receipt requested, at the sole option of Landlord. Notice given by Tenant to Landlord shall be given by certified mail, return receipt requested, to the address listed at the beginning of this Lease.

23. GENERAL PROVISIONS. The captions are for convenience only and are not to be read to limit or define this Lease. This Lease is to be interpreted under the laws of the State of Maryland. The provisions of this Lease are binding upon the parties hereto, their personal representatives, and successors and, to the extent permitted, assigns.

24. ENTIRE AGREEMENT. The provisions of this Lease together with any written addendum attached hereto and signed by the parties represent the complete and entire agreement between the parties with respect to the Premises.

25. JOINT AND SEVERAL LIABILITY. Whenever two (2) or more persons constitute Tenant, they shall be jointly and severally liable for performing Tenant's obligations hereunder.

IN WITNESS WHEREOF, the hands and seals of the parties on the day and year first above written.

WITNESS:

Jean Leppland

LANDLORD:

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES

By: [Signature] (SEAL)
Stephen S. Hershey, Jr.
Assistant Secretary

WITNESS:

[Signature]

TENANT:

[Signature] (SEAL)
Phillip Reier

Approved for legal form and sufficiency.

Date

October 7, 2004

[Signature]
Assistant Attorney General

Department of General Services Approval (if applicable) _____

Feb 9, 2005

To Whom it May Concern,

The horse farm is right in
back of my house, I have
lived here for 25 years
and I have enjoyed seeing the
horses.

The Reirs are my neighbors
are great caretakers.

I definitely approve of them
continuing being there.

Me Too!

Henry & Bertrude Volpin
10822 Factory Rd
Glen Arm Md 21057

Mrs. Albert Peterson
10824 Factory Rd
Glen Arm, Md. 21057

Tom Peterson
10830 Factory Rd.
Glen Arm, MD 21057

Det #5

MARYLAND DEPARTMENT OF AGRICULTURE
HORSE INDUSTRY BOARD

50 Harry S Truman Parkway

Annapolis, MD 21401

(410)841-5861

HR # 815

LIC# 070

POSTED _____

STABLE NAME Rever's Ridge Farm

PROPRIETOR'S NAME Philip Rever

STABLE ADDRESS 11006 Factory Road

Blom Arm, MD 21057

ANNUAL ✓
INITIAL _____
REINSP (\$25 FEE) _____
MONITOR _____
COMPLAINT _____
LIVESTOCK \$25 _____

BOARDING ☒ SALES () RENTAL () INSTRUCTION ()

	YES	NO	COMMENTS & RECOMMENDATIONS
I. FACILITY			
a. Sturdy	☒	☐	
b. In Good Repair	☒	☐	
c. Well Ventilated/ not drafty	☒	☐	
d. Adequate Protection	☒	☐	
e. Neat & Orderly	☒	☐	
f. Dry	☒	☐	
g. Clean	☒	☐	
h. Tools Stored Properly	☒	☐	
i. Manure Accumulation Controlled	☒	☐	
j. Rodents & Flies Controlled	☒	☐	
II. STALLS			
a. Adequate Space	☒	☐	
b. Bedding Sufficient	☒	☐	
c. Bedding Suitable	☒	☐	
d. Cleaned Regularly	☒	☐	
e. Dry	☒	☐	
III. FIELDS/PADDocks & OTHER AREAS			
a. Free of Hazards	☒	☐	
b. Fences Sturdy	☒	☐	
c. Fences in Good Repair	☒	☐	
IV. FOOD & WATER			
a. Food Available	☒	☐	
b. Food Quality Adequate	☒	☐	
c. Food Sufficient	☒	☐	
d. Free of Contaminates/Mold	☒	☐	
e. Suitable Containers	☒	☐	
f. Stored Properly	☒	☐	
g. Water Available	☒	☐	
h. Water Quality Adequate	☒	☐	
i. Salt Available	☒	☐	
V. HEALTH CARE			
a. Maintains Basic First Kit	☒	☐	
b. Provides Routine Care	☒	☐	
c. Sick/Injured/Lame Attended to	☒	☐	
VI. RENTAL & INSTRUCTION			
a. Rested Adequately	☒	☐	
b. Girths Loosened	☒	☐	
c. Not Tied To The Bit	☒	☐	
d. Protected From The Weather	☒	☐	
e. Fit For Use	☒	☐	
VII. EQUIPMENT			
a. Tack Clean	☒	☐	
b. Tack Sound	☒	☐	
c. Adjusted Properly	☒	☐	
d. Grooming Equipment	☒	☐	

VIII. Nutrient Management Plan

APPROVED/REJECTED _____

INSPECTOR Beverly Raymond

DATE 1/17/05

REPRESENTATIVE Philip Rever

DATE _____

Det # 6

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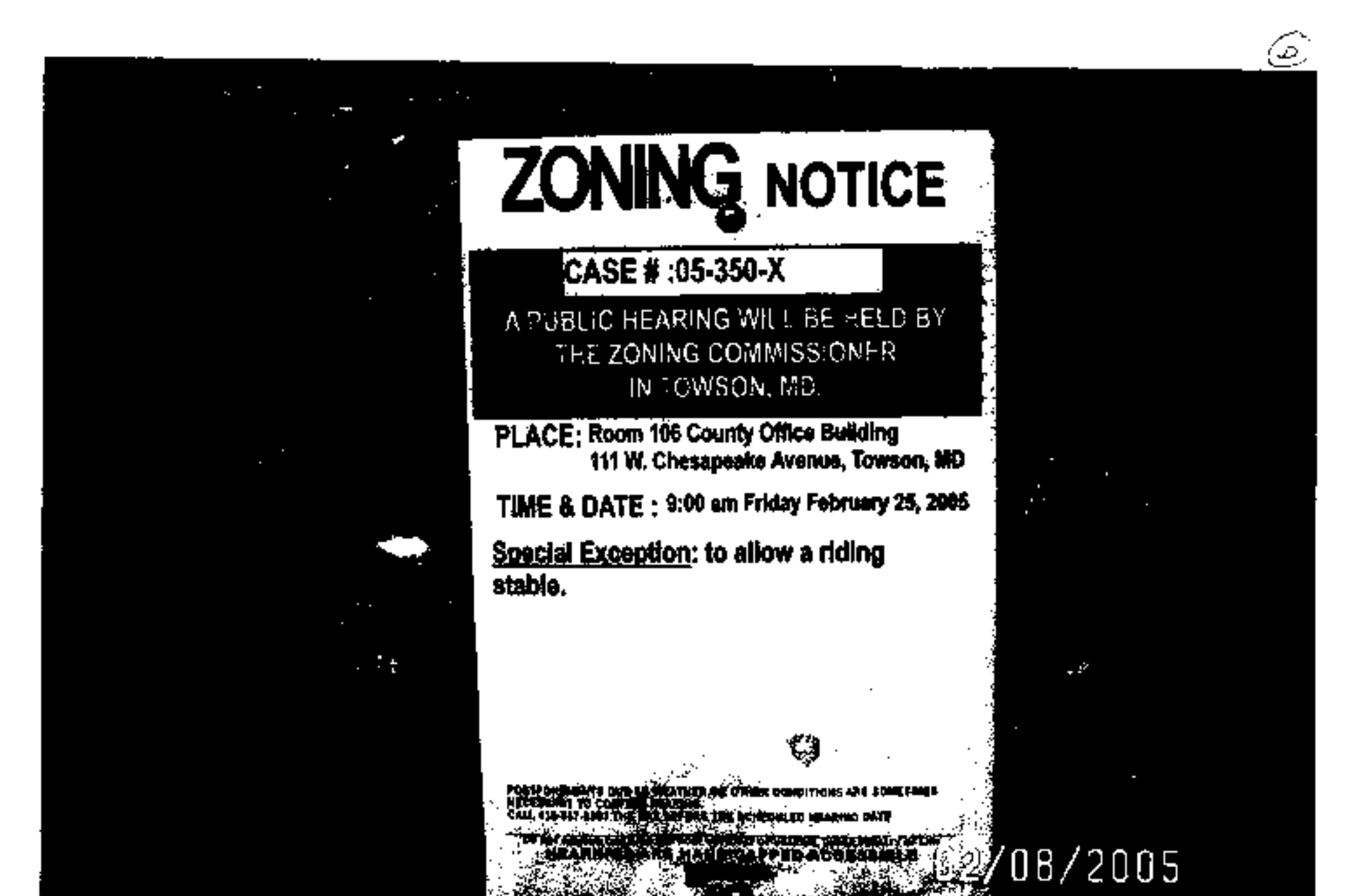


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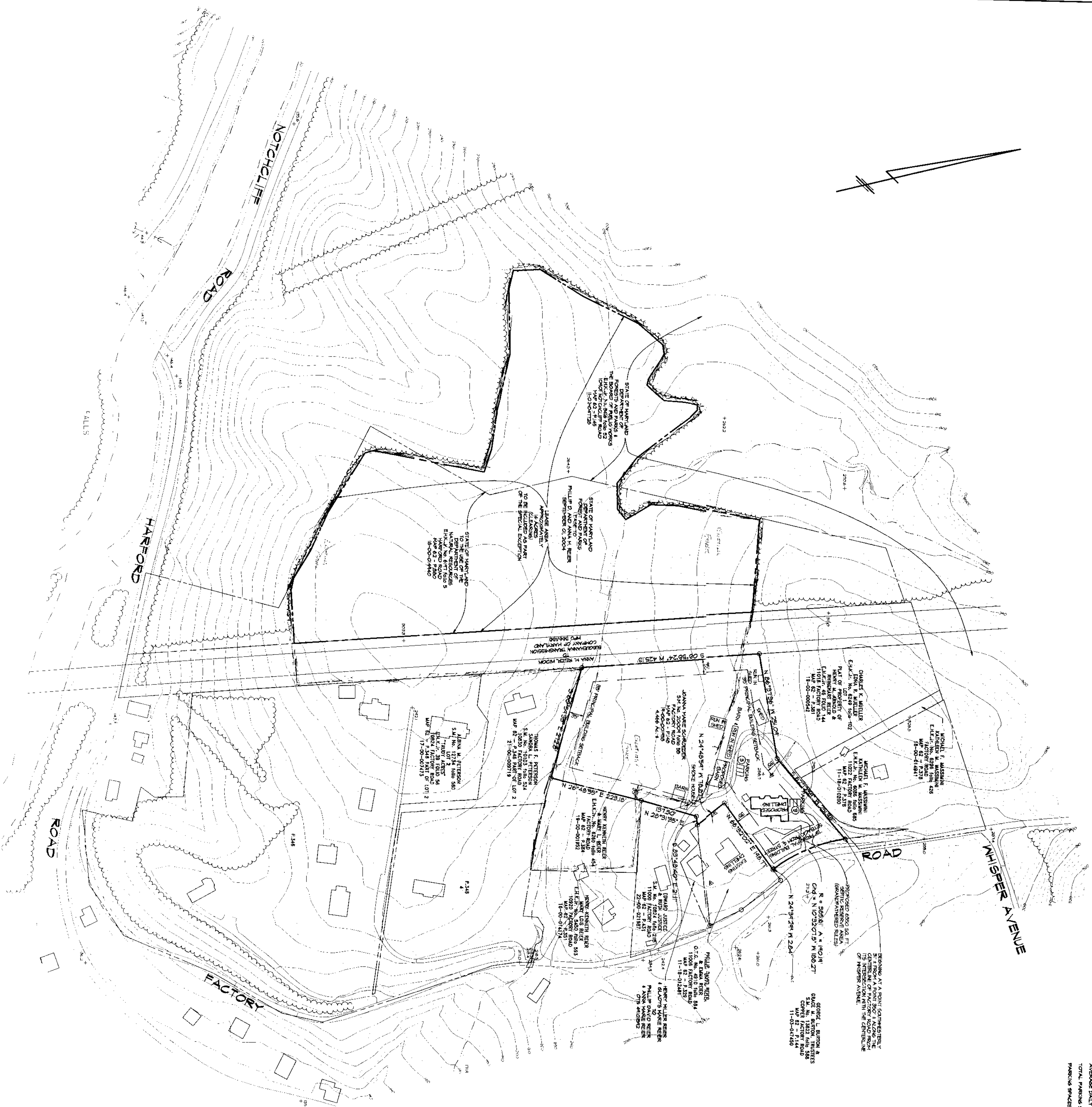


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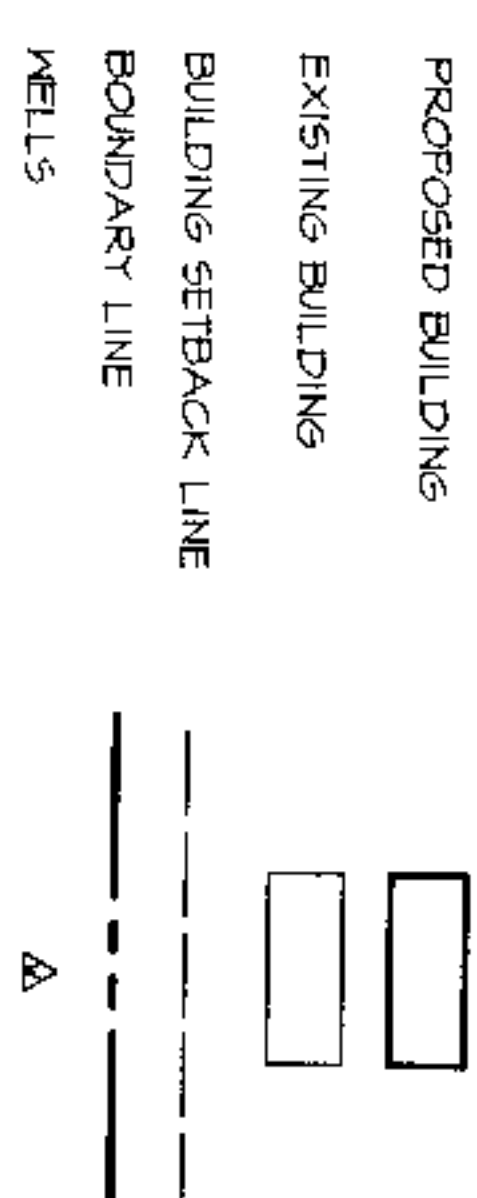
Plot #



PARKING CALCULATIONS

MINIMUM NUMBER OF PARKING SPACES
2 FOR RESIDENCE
2 FOR STAFF
AVERAGE DAILY BORDER PARKING
TOTAL PARKING SPACES REQUIRED = 6
PARKING SPACES PROVIDED = 6

LEGEND



VICINITY MAP
SCALE: 1" = 2000'

GENERAL NOTES

1. OWNER: JAYNA WHITE SCHWENKER
BALTIMORE MD 20671
2. TAX ACCOUNT NO. 1400000183
3. TITLE RECD. LINES 20000 150.00
TOTAL AREA = 4.66 AC.
4. THE PROPERTY IS ZONED R-2
5. 200' SCALE ZONING MAP NO. 16-2-F
6. THE BOUNDARY SHOWN HEREON IS FROM THE TITLE RECD.
A BOUNDARY WAS NOT PERFORMED BY SURVEILLOR CHASE & STILL, LTD.
7. PLANNERS SHOWN HEREON REPRESENT THE TOWN FROM BALTIMORE COUNTY 615 PINE
RESIDENT PLANNING DISTRICT #2
8. COUNCIL TRACT 410202 ADD. MAP # 660D
COUNCIL DISTRICT 2B 14
COUNCIL DISTRICTS: 14E 4007 E531 PINE GROVE 153
RESIDENT PLANNING DISTRICT #5
9. THIS SITE IS NOT SERVICED BY PUBLIC WATER AND SEWER
10. THIS SITE IS NOT IN THE CHESTERDALE BAY CRITICAL AREA
11. NO PRIOR ZONING CASES
12. THE LOCATION OF EXISTING WELLS IS APPROPRIATE
13. THE PROPOSED BOUNDARY SHOWN HEREON IS TO REPLACE AN EXISTING BAYN
14. TANK WAS SITED AND DELETED IN 2004
15. THERE ARE NO ZONING LINES WITHIN 300 FEET OF THE SUBJECT PROPERTY.

PETITION

TO ALLOW THE USE OF A RIDING STABLE BY SPECIAL EXCEPTION PER BC2R 1A01.2 C 21.

NOTE

SUBJECT TO A GRAZING LEASE AGREEMENT BETWEEN THE STATE OF MARYLAND ACTING THROUGH THE DEPARTMENT OF NATURAL RESOURCES AND PHILLIP REIER DATED SEPTEMBER 1, 2004.



05-350-X
PLAN TO ACCOMPANY A PETITION
FOR A SPECIAL EXCEPTION

STRUCTURED PROPERTY

FACTORY ROAD
Deed Ref: LIBER 20004 FOLIO 55
Tax Account No.: 1400001453
Zoned: R.C. 2
Tax Map 62; Grid 18; Parcel 148

SFA COUNCILMANIC DISTRICT
SCALE: 1"=100'
DATE: OCTOBER 4, 2004

SERHOLD, CROSS & ETZEL, LTD
REGISTERED PROFESSIONAL LAND SURVEYORS

Suite 100
320 East Townsend Boulevard

COPYRIGHT 2005 BY GFRHO, CROSS & EITZ, LTD.

REVISION

DA¹

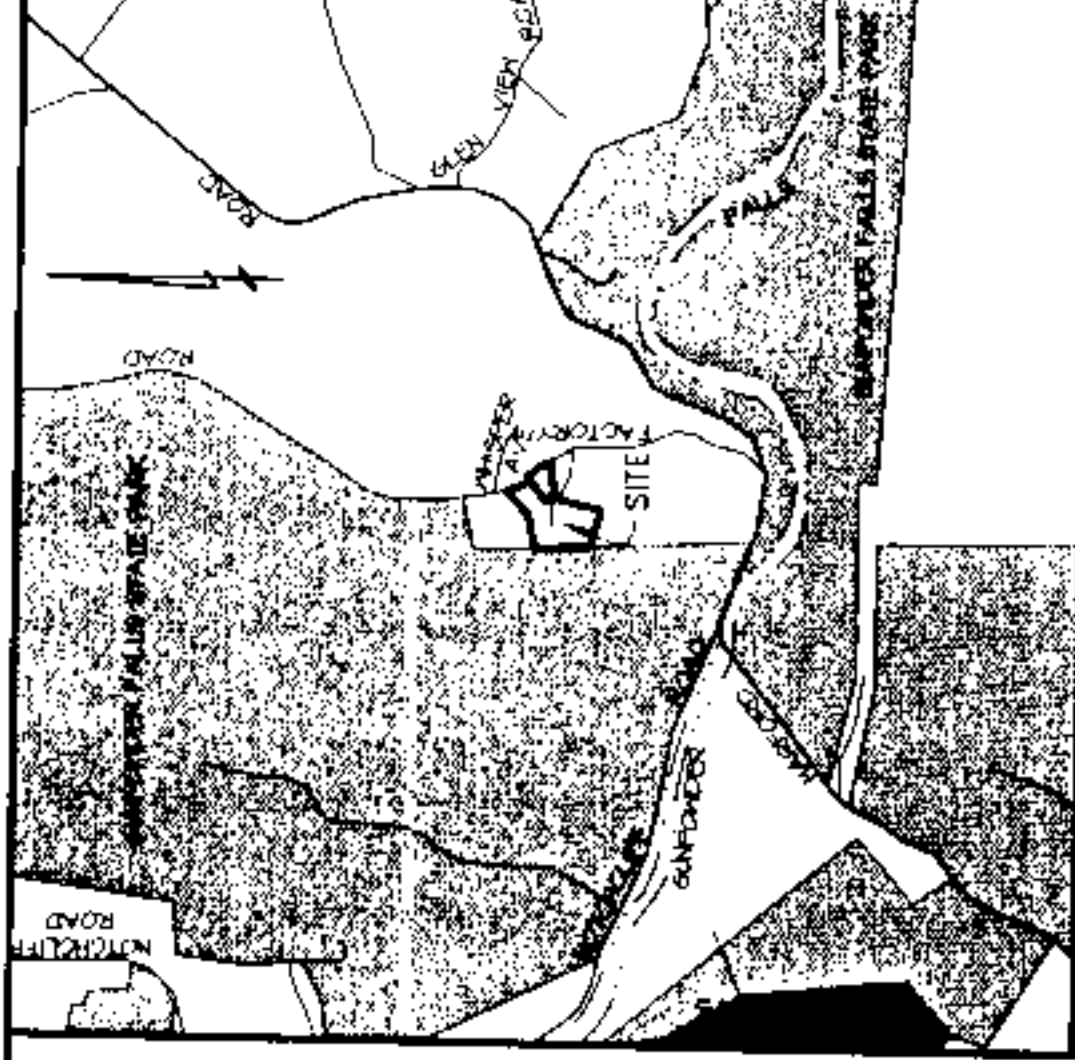
TECHNICIAN P.J.

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PARKING CALCULATIONS

MINIMUM NUMBER OF PARKING SPACES REQUIRED

MINIMUM NUMBER OF PARKING SPACES
2 PER RESIDENCE
2 FOR STAFF
AVERAGE DAILY BOARDER PARKING
TOTAL PARKING SPACES REQUIRED = 6
PARKING SPACES PROVIDED = 6



VICINITY MAP
SCALE: 1" = 2000'

GENERAL NOTES

1. OWNER: JONNA MARIE SCHROEDER
2. TAX MAP NO. 100000000
3. EASEMENT NO. 100000000
4. TITLE DEED: 100000000
5. TOTAL AREA: 1.466 AC
6. THE PROPERTY IS ZONED R-2
7. 200' SCALE ZONING MAP NO. 10-21
8. THE BOUNDARY SHOWN HEREIN IS FROM THE TITLE DEED. A BOUNDARY WAS NOT PERFORMED BY ARNOLD JACOBUS & ETZEL, LTD.
9. FEATURES SHOWN HEREIN: VENE PAVEN FROM BALTIMORE COUNTY 618 PANEL R-23 + 6309
10. CROSS PLACED: 11/2/2023
11. ADJ. MAP # 680
12. LOWER SURVEYOR: 28 W
13. UPPER SURVEYOR: 28 W
14. REGIONAL PLANNING DISTRICT: 28 W
15. THIS SITE IS NOT SERVED BY PUBLIC WATER AND SEWER
16. THE SITE IS NOT IN THE GREENHAWK BAY CRITICAL AREA
17. NO PRIOR ZONING CASES
18. THE LOCATION OF EXISTING WELLS IS APPROPRIATE
19. THE PROPOSED BATH SHOWN HEREIN IS TO REPLACE AN EXISTING BATH
20. THAT WAS BURNED AND DESTROYED IN 2004
21. THERE ARE NO ZONING LINES WITHIN 200 FEET OF THE SUBJECT PROPERTY.

PETITION

TO ALLOW THE USE OF A RIDING STABLE BY SPECIAL EXCEPTION PER BGR 1A01.2 C 21.

NOTES

SUBJECT TO A GRAZING LEASE AGREEMENT BETWEEN THE STATE OF MARYLAND ACTING THROUGH THE DEPARTMENT OF NATURAL RESOURCES AND PHILLIP REIER DATED SEPTEMBER 1, 2004.



Plans to accompany photographs

05-350-X
PLAN TO ACCOMPANY A PETITION
FOR A SPECIAL EXCEPTION

**SCHROEDER
PROPERTY**

FACTORY ROAD
Deed Ref: LIBER 20009 FOLIO 55
Tax Account No.: 1900001953
Zoned: R.C. 2
Tax Map 62; Grid 18; Parcel 148

11th ELECTION DISTRICT
3rd COUNCILMANIC DISTRICT
SCALE: 1"=100' DATE: OCTOBER 4, 2004

GERHOLD, CROSS & ETZEL, LTD
REGISTERED PROFESSIONAL LAND SURVEYORS

Suite 100
West Townsontown Boulevard
Baltimore, Maryland 21286
(410) 823-4470

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REVISION

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