

IN RE: PETITION FOR SPECIAL HEARING

185 feet N of centerline of East Ruhl Road

6th Election District

3rd Councilmanic District

(21416 North Ruhl Road)

Norman K. and Marlo Godfrey

Petitioners

* BEFORE THE
* DEPUTY ZONING
* COMMISSIONER
* FOR BALTIMORE COUNTY
* **Case No. 08-246-SPH**

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner for consideration of a Petition for Special Hearing filed by Norman K. Godfrey and Marlo Godfrey, the legal property owners. Special Hearing relief is requested pursuant to Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.) to approve an existing single-family residential dwelling rental unit as a non-conforming use. The subject property and requested relief are more fully described on the site plan which was marked and accepted into evidence as Petitioners' Exhibit 1.

Appearing at the requisite public hearing in support of the Special Hearing request was Petitioner Norman Godfrey and his son, Keith Godfrey, and James Grammer, with McKee & Associates, Inc. There were no Protestants or other interested persons present at the hearing.

Testimony and evidence offered revealed that the subject property is an irregular-shaped property containing approximately 32.055 acres of land zoned R.C.2. The property is located north of Ruhl Road in the Freeland area of Baltimore County and is improved with three existing dwellings in the northwest corner of the property and a barn towards the southern end of the property. Petitioners submitted a picture of the property and existing dwellings, which was marked and accepted into evidence as Petitioners' Exhibit 7. The first existing structure is the principal dwelling, which was built in approximately 1900. The second structure, located

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3.12.08


slightly north and west of the principal dwelling, is a tenant house that was constructed in approximately 1970. The third structure, located north of both the principal and tenant dwellings, is a rental dwelling that was constructed in approximately 1940.

Further evidence demonstrated that the subject property is principally used as a horse farm for training and boarding approximately 45 thoroughbred horses. The farm is a family run operation with Petitioners Norman and Marlo Godfrey living in the primary dwelling, and their daughter living in the nearby tenant dwelling. Petitioners' daughter works full time as a tenant farmer who assists in the care and maintenance of the horse farm and its facilities. Petitioners submitted an Application for approval of the structure as a tenant house, and a memorandum approving the proposal for a tenant house, which were marked and accepted into evidence as Petitioners' Exhibits 2A and 2B, respectively. As the Exhibits demonstrate, the Agricultural Land Preservation Advisory Board confirmed the approval of the farming use and tenant dwelling on November 27, 2007.

Petitioners have expressed an interest in subdividing the property and constructing an additional dwelling in the southern portion of the property where the barn currently exists. Petitioners' son, Keith Godfrey, and his family would move into the proposed dwelling, and the family would work together to continue to operate the horse farm. Petitioners submitted a copy of the site plan for the proposed minor subdivision, which was marked and accepted into evidence as Petitioners' Exhibit 6. The proposed subdivision meets the area requirements in an R.C.2 zone as contained in Section 1A01.3B.1 of the B.C.Z.R. However, Section 1A01.3B.4 limits the density in an R.C.2 zone to one principal dwelling per lot. Tenant dwellings do not affect the density limitations in an R.C.2 zone, but since Petitioners already have a primary dwelling and the rental dwelling on one R.C.2 lot, the Special Hearing is required to approve the

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rental dwelling as a nonconforming use, which will allow the structure to exist without affecting the density limitations imposed in the R.C.2 zone.

In furtherance of their Special Hearing request, Petitioners submitted a number of documents to demonstrate that the rental dwelling has been a nonconforming use, at least since approximately 1970. The first document is an Affidavit from Pamella Eastwood, who rented and resided in the rental dwelling from January 1972 to January 1976. The Affidavit was marked and accepted into evidence as Petitioners' Exhibit 3. According to Petitioners, Nancy and Charlie Reed rented and resided in the rental dwelling from 1976 through 1983. Thereafter, William Dasch rented and resided in the rental dwelling from 1983 until 1995. Petitioners also submitted an Affidavit from the current tenant, who has resided in the rental dwelling from June 23, 1995 to the present. The Affidavit was marked and accepted into evidence as Petitioners' Exhibit 4. Accompanying the Affidavit of the present tenant is a copy of the Rental Agreement, which was marked and accepted into evidence as Petitioners' Exhibit 4A. Finally, the Petitioners submitted a copy of their tax return demonstrating that they have received rental income from the rental dwelling. The tax return was marked and accepted into evidence as Petitioners' Exhibit 5.

The Zoning Advisory Committee (ZAC) comments were received and are made part of the record of this case. Comments were received from the Office of Planning dated December 18, 2007, which indicate that there is no provision in the zoning regulations for rental units in the subject zone. The Petitioners should pursue a legitimate tenant dwelling on the subject property. The R.C.2 zone does allow for tenant houses if deemed appropriate.

Based on the testimony and evidence presented, I am persuaded to grant the Special Hearing relief to approve the existing single-family residential dwelling rental unit as an existing nonconforming use. The dwelling in question was constructed in approximately 1940, well

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before any zoning existed in this area of Baltimore County. Petitioners submitted sufficient evidence to demonstrate that the dwelling has been continuously used as a rental unit without change or abandonment since approximately 1970. The rental unit meets the definition of a nonconforming use contained in Article 1, Section 1 of the B.C.Z.R., and the requirements for a nonconforming use listed in Section 104 of the B.C.Z.R. In addition, in my view the nonconforming rental dwelling is an accessory rental dwelling, located on the same lot as the horse farm, clearly subordinate in extent and purpose, and contributing to the financial necessity of the principal use horse farm.

Moreover, pursuant to Section 1A01.3.B.1 of the B.C.Z.R., the subject property can be divided as proposed, with the existing, principal dwelling, the approved tenant house, and the nonconforming rental dwelling on one lot, and with the newly created lot as shown in the proposed minor subdivision plan, capable of being improved with the one, principal dwelling allowed pursuant to Section 1A01.3.B.4 of the B.C.Z.R. Obviously, if the farm operation is discontinued, the tenant house will not be permitted to remain, and likewise, if the existing, nonconforming, accessory rental dwelling is changed to a different use, abandoned for more than one year, or occupied in violation of the County Code, then the nonconforming status will be lost and the structure will also be required to be removed.

Furthermore, in my judgment Petitioners' plans are appropriate as the relief will effectively allow the Petitioners' family to live together on their 33 acre horse farm and will not overcrowd the land, or be detrimental to the health, safety, or general welfare of the surrounding locale.

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3-12-08
[Signature]

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

THEREFORE, IT IS ORDERED, by the Deputy Zoning Commissioner for Baltimore County, this 12th day of March, 2008 that Petitioners' request for Special Hearing relief filed pursuant to Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.) to approve an existing single-family residential dwelling rental unit as a non-conforming use be and is hereby GRANTED, subject to the following restrictions which are conditions precedent to the relief granted herein:

1. Petitioners may apply for permits and be granted same upon receipt of this Order; however, Petitioners are hereby made aware that proceeding at this time is at their own risk until such time as the 30-day appellate process from this Order has expired. If, for whatever reason, this Order is reversed, Petitioners would be required to return, and be responsible for returning, said property to its original condition.
2. The nonconforming use shall be terminated and the structure removed at the property owners' expense upon any change in the use, abandonment or discontinuance of the dwelling as an accessory rental dwelling for more than one year.
3. In the event the farm operation is discontinued, the approved tenant house will not be permitted to remain and shall be removed at the owners' expense.

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


THOMAS H. BOSTWICK
Deputy Zoning Commissioner
for Baltimore County

THB:pz

~~RECEIVED FOR FILE~~
3-12-08




Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 21416 N. Ruhl Road
which is presently zoned RC-2

(This petition **must** be filed in person, in the zoning office, in triplicate, with original signatures.)

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve
(This box to be completed by planner)

SEE ATTACHED

Property is to be posted and advertised as prescribed by the zoning regulations.
I, or we, agree to pay expenses of above Special Hearing, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser/Lessee:

Name - Type or Print _____
Signature _____
Address _____ Telephone No. _____
City _____ State _____ Zip Code _____

Attorney For Petitioner:

Name - Type or Print _____
Signature _____
Company _____
Address _____ Telephone No. _____
City _____ State _____ Zip Code _____

Legal Owner(s):

Norman K. Godfrey

Name - Type or Print _____

X Norman K. Godfrey
Signature

Marlo Godfrey

Name - Type or Print _____

X Marlo Godfrey
Signature

21416 N. Ruhl Road 410 357-4926

Address

Freeland

MD

City

State

Telephone No.
21053

Zip Code

Representative to be Contacted:

McKee & Associates, Inc.

James Grammer

Name

5 Shawan Rd., Ste. 1

410-527-1555

Address

Cockeysville,

MD

City

State

21030

Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING _____

Case No. 08-246-SPH

REV 9/15/93

UNAVAILABLE FOR HEARING

Reviewed By D.T.

Date 11/27/07

RECEIVED FOR FILING

3:1208

21416 N. RUHL ROAD
6TH ELECTION DISTRICT
BALTIMORE COUNTY, MD

REQUESTED ZONING SPECIAL HEARING:

1. Requesting approval of an existing single-family residential dwelling rental unit as a non-conforming use.

PRACTICAL DIFFICULTY AND HARDSHIP:

1. The dwelling has been used as a rental unit for more than thirty-eight continuous years.
2. The use of the dwelling as a rental unit pre-dates any zoning designation on the subject property.
3. Other good and sufficient testimony to be provided at the hearing.

McKEE & ASSOCIATES, INC.

*Engineering • Surveying • Environmental Planning
Real Estate Development*

ZONING DESCRIPTION

21416 N. RUHL ROAD

6TH ELECTION DISTRICT

BALTIMORE COUNTY, MD

BEGINNING at a point in the center of North Ruhl Road, said point being situated 185' northerly from the centerline East Ruhl Road, and then running in or near the center of North Ruhl Road N 16° 37' 00" W 261.58', N 13° 51' 00" E 945.94', then leaving said road and running N 77° 19' 00" W 488.29', S 05° 34' 30" W 148.85', S 75° 30' 38" W 1,068.48', S 38° 04' 00" W 252.89', S 41° 00' 00" E 1,173.02', N 65° 42' 15" E 295.03', N 68° 13' 00" E 297.00', S 21° 47' 00" E 264.00' to the center of West Ruhl Road, then running in or near the center of West Ruhl Road N 76° 09' 30" E 100.02', then leaving said N 21° 22' 00" W 179.50', and N 57° 48' 00" E 86.88' to the beginning. Being all that land recorded in the Land Records of Baltimore County in Deed 5002, page 52 and containing 1,396,316 sf or 32.055 acres of land, more or less.

Being known as 21416 North Ruhl Road and lying in the 6th Election District, 3rd Councilmanic District.

**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: # 08-246-SPH
21416 N. Ruhl Road
185 feet north of centerline of E. Ruhl Road
6th Election District
3rd Councilmanic District
Legal Owner(s): Norman K. & Mario Godfrey

Special Hearing: to approve an existing single-family residential dwelling rental unit as a non-conforming use.

Hearing: Monday, January 28, 2008 at 10:00 a.m. in Room 106, County Office Building, 111 West Chesapeake Avenue, Towson 21204.

WILLIAM J. WISEMAN, III
Zoning Commissioner for Baltimore County

NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Contact the Zoning Commissioner's Office at (410) 887-3868.

(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.

1/120 Jan. 10 160114

CERTIFICATE OF PUBLICATION

1/10, 2008

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 1/10, 2008.

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

J. Wilkinson

LEGAL ADVERTISING

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET AND FINANCE
MISCELLANEOUS RECEIPT

No. 375

Date: 11/27/07

Fund	Agcy	Orgn	Sub Orgn	Rev Source	Sub Rev	Rept Catg	BS Acct	Amount
001	006			6150				65.00
Total:								65.00

Rec

From: McKEE + ASSOC

For:

HEM # 246 08-246 - SPH
21416 N. RUHL RD.

D. THOMPSON

DISTRIBUTION

WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

PAID RECEIPT

BUSINESS ACTUAL TIME
 11/28/2007 11/28/2007 10:58:40
 001 WALKTH JREC JHR
 RECEIPT # 356059 11/28/2007
 Dept 5 528 ZONING VERIFICATION
 005375
 Recpt Tot \$65.00
 \$65.00 OK \$1.00 CA
 Baltimore County, Maryland

**CASHIER'S
 VALIDATION**

McKEE & ASSOCIATES, INC.

Engineering • Surveying • Environmental Planning
Real Estate Development

DATE: January 14, 2008

TO: Baltimore County, Zoning

RE : Case No. 08-246-SPH
#21416 N. Ruhl Road
MAI : Job No. : 06-074

ATTENTION: Mr Timothy Krtroco, Ms. Kristen Matthews

☒ We are submitting ☐ We are returning ☐ We are forwarding
☐ Herewith ☐ Under separate cover

No.	Description
1	Certificate of Posting
2	Photos

☒ For processing ☐ For your use ☒ For your review
☐ Please call when ready ☐ Please return to this office ☐ In accordance with your request

Remarks:

For further information, please contact the writer at this office.

Very truly yours,

McKee & Associates, Inc.

William D. Gulick, Jr.

cc: File



CERTIFICATE OF POSTING

Baltimore County Dept. of Permits &
Development Management
111 W. Chesapeake Avenue, Rm. 111
Towson, MD 21204

Date: January 14, 2008
MAI Job No : 07-074

Attention: Mr. Timothy Kotroco , Ms. Kristen Matthews
RE:Case Number : No. 08-246-SPH

Petitioner/Developer: Norman K. & Marlo Godfrey

Date of Hearing/Closing: Monday, January 28, 2008

This is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at # 21416 N. Ruhl Road

The sign(s) were posted on

January 12, 2008

(Month, Day, Year)


(Signature of Sign Poster)

William D. Gulick, Jr.

(Printed Name of Sign Poster)

McKee and Associates, Inc.

5 Shawan Road, Suite 1

(Street Address of Sign Poster)

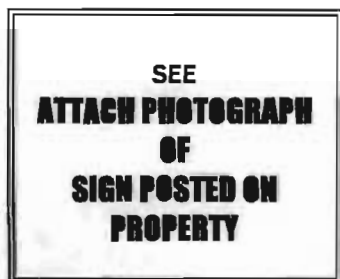
Cockeysville, MD 21030

(City, State, Zip Code of Sign Poster)

(410) 527-1555

(Telephone Number of Sign Poster)

Revised 3/1/01 - SCJ





01.11.2008 13:28

ROAD

N. ROHL

ZONING NOTICE

CASE # 08-246-SPH

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

COUNTY OFFICE BUILDING, ROOM 106
111 W. CHESAPEAKE AVENUE
PLACE: TOWSON MD 21204

MONDAY
DATE AND TIME: JAN. 28, 2008 @ 10:00 AM

REQUEST: SPECIAL HEARING

TO APPROVE AN EXISTING SINGLE -
FAMILY RESIDENTIAL DWELLING, RENTAL
UNIT AS A NON-COMFORMING USE.

POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES NECESSARY.
TO CONFIRM HEARING CALL 301-2391

DO NOT REMOVE THIS SIGN AND POST UNTIL DAY OF HEARING, UNDER PENALTY OF LAW

HANDICAPPED ACCESSIBLE

01.11.2008 13:28

**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: 08-246-SPH
Petitioner: NORMAN K. GODFREY, MARLO GODFREY
Address or Location: 21416 N. RUHL ROAD

PLEASE FORWARD ADVERTISING BILL TO:

Name: KEITH GODFREY
Address: P.O. BOX 239
FREELAND, MD 21053

Telephone Number: 410 357-8946



BALTIMORE COUNTY
M A R Y L A N D

JAMES T. SMITH, JR.
County Executive

December 17, 2007
TIMOTHY M. KOTROCO, *Director*
Department of Permits and
Development Management

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: 08-246-SPH

21416 N. Ruhl Road

185 feet north of centerline of E. Ruhl Road

6th Election District – 3rd Councilmanic District

Legal Owners: Norman K. & Marlo Godfrey

Special Hearing to approve an existing single-family residential dwelling rental unit as a non-conforming use.

Hearing: Monday, January 28, 2008 at 10:00 a.m. in Room 106, County Office Building,
111 West Chesapeake Avenue, Towson 21204

Timothy Kotroco
Director

TK:klm

C: Norman & Marlo Godfrey, 21416 N. Ruhl Road, Freeland 21053
James Grammer, 5 Shawan Road, Ste. 1, Cockeysville 21030

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY SATURDAY, JANUARY 12, 2008.**
- (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, January 10, 2008 Issue - Jeffersonian

Please forward billing to:
Keith Godfrey
P.O Box 269
Freeland, MD 21053

410-357-8946

NOTICE OF ZONING HEARING

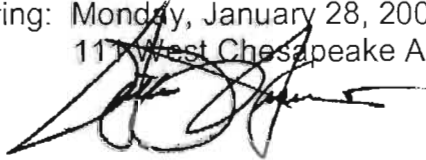
The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 08-246-SPH

21416 N. Ruhl Road
185 feet north of centerline of E. Ruhl Road
6th Election District – 3rd Councilmanic District
Legal Owners: Norman K. & Marlo Godfrey

Special Hearing to approve an existing single-family residential dwelling rental unit as a non-conforming use.

Hearing: Monday, January 28, 2008 at 10:00 a.m. in Room 106, County Office Building,
111 West Chesapeake Avenue, Towson 21204



WILLIAM J. WISEMAN III
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.



BALTIMORE COUNTY

M A R Y L A N D

JAMES T. SMITH, JR.
County Executive

TIMOTHY M. KOTROCO, *Director*
Department of Permits and
Development Management

January 23, 2008

Norman K. Godfrey
Marlo Godfrey
21416 N. Ruhl Road
Freeland, Maryland 21053

Dear Mr. and Mrs. Godfrey:

RE: Case Number: 08-246-SPH, 21416 N. Ruhl Road

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on November 27, 2007. This letter is not an approval, but only a **NOTIFICATION**.

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,

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR:amf

Enclosures

c: People's Counsel
James Grammer McKee & Associates, Inc. 5 Shawan Road, Suite 1 Cockeysville 21030

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: December 18, 2007

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

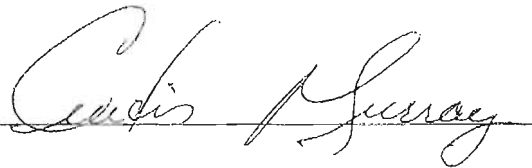
SUBJECT: Zoning Advisory Petition(s): Case(s) 08-246- Special Hearing

The Office of Planning has reviewed the above referenced case(s) and offers the following comment:

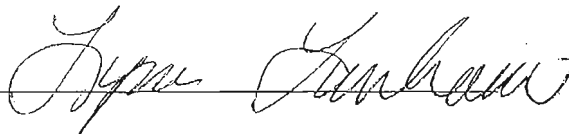
There is no provision in the zoning regulations for rental units in the subject zone. The applicant should pursue a legitimate tenant dwelling on the subject property. The RC 2 zone does allow for tenant houses if deemed appropriate.

For further questions or additional information concerning the matters stated herein, please contact Jessie Bialek in the Office of Planning at 410-887-3480.

Prepared By:



Division Chief:



CM/LL

BALTIMORE COUNTY, MARYLAND
INTEROFFICE CORRESPONDENCE

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

DATE: December 12, 2007

FROM: Dennis A. Kennedy, Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
For December 10, 2007
Item Nos. 08-235, 236, 237, 238, 239,
241, 243, 244, 245, 246, 247 and 07-541

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

DAK:CEN:clw
cc: File
ZAC-NO COMMENTS-121207.doc



Martin O'Malley, Governor
Anthony G. Brown, Lt. Governor

State Highway
Administration

John D. Porcari, Secretary
Neil J. Pedersen, Administrator

Maryland Department of Transportation

Date: 12/5/2007

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

RE: Baltimore County
Item No. 8-246-SPH
21416 N RHWL ROAD
GODFREY PROPERTY
SPECIAL HEARING

Dear Ms. Matthews:

Thank you for the opportunity to review your referral request on the subject of the above captioned. We have determined that the subject property does not access a State roadway and is not affected by any State Highway Administration projects. Therefore, based upon available information this office has no objection to Baltimore County Zoning Advisory Committee approval of Item No. 8-246-SPH.

Should you have any questions regarding this matter, please contact Michael Bailey at 410-545-2803 or 1-800-876-4742 extension 5593. Also, you may E-mail him at (mbailey@sha.state.md.us).

Very truly yours,

Fo2 Steven D. Foster, Chief
Engineering Access Permits
Division

SDF/MB

My telephone number/toll-free number is _____

Maryland Relay Service for Impaired Hearing or Speech: 1.800.735.2258 Statewide Toll Free

Street Address: 707 North Calvert Street • Baltimore, Maryland 21202 • Phone: 410.545.0300 • www.marylandroads.com



Baltimore County
Fire Department

Office of the Fire Marshal
700 East Joppa Road
Towson, Maryland 21286-5500
410-887-4880

County Office Building, Room 111
, 2007
Mail Stop #1105
111 West Chesapeake Avenue
Towson, Maryland 21204

December 3, 2007

ATTENTION: Zoning Review Planners

Distribution Meeting Of: December 3, 2007

Item Number: 223,236,237,238,239,240,241,242,244,246,247

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.

. 1The Fire Marshal's Office has no comments at this time.

Lieutenant Roland P Bosley Jr.
Fire Marshal's Office
410-887-4880 (C)443-829-2946
MS-1102F

cc: File

Come visit the County's Website at www.co.ba.md.us



Printed with Soybean Ink
on Recycled Paper

RE: PETITION FOR SPECIAL HEARING * BEFORE THE
21416 N. Ruhl Road; 185' N of c/line Ruhl Rd *
6th Election & 3rd Councilmanic Districts * ZONING COMMISSIONER
Legal Owner(s): Norman & Marlo Godfry *
Petitioner(s) * FOR
* BALTIMORE COUNTY
* 08-246-SPH

* * * * *

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 all documentation filed in the case.



PETER MAX ZIMMERMAN
People's Counsel for Baltimore County



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 3rd day of December, 2007, a copy of the foregoing Entry of Appearance was mailed to, James Grammar, McKee & Associates, Inc, 5 Shawan Road, Suite 1, Cockeysville, MD 21030, Representative for Petitioner(s).

RECEIVED

DEC 03 2007

Per.....



PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

McKEE & ASSOCIATES, INC.

Engineering • Surveying • Environmental Planning
Real Estate Development

February 19, 2008

Office of the Zoning Commissioner
Suite 405, County Courts Building
401 Bosley Avenue
Towson, MD 21204



BY:

Attention: Thomas H. Bostwick
Deputy Zoning Commissioner

Re: **Case No. 08-246-SPH**
21416 N. Ruhl Road

Dear Mr. Bostwick:

To assist the Deputy Zoning Commissioner in his consideration of the requested relief, the testimony and evidence presented at the hearing on this case has been summarized below. Also provided are references to appellate court decisions regarding approval of non-conforming uses and permissible extensions thereto.

The improvements on the subject property include a single-family, detached dwelling (built in approximately 1900) and one tenant house (constructed in 1970), appropriately approved by the County's agricultural board and a barn (built in 1961). Also existing on the subject property is an accessory, non-conforming, continuously occupied rental dwelling (constructed in 1940). Such a lawful, non-conforming use is a "vested right". *County Comm'rs of Carroll County v. Uhler*, 78 Md. App. 140 (1989)

The principal use of the subject property is a recognized form of agriculture - thoroughbred horse boarding and training for 45 horses. The tenant farmer assists in the care and maintenance of the horse farm and its facilities. The Agricultural Land Preservation Advisory Board confirmed the approval of the farming use and tenant dwelling on November 20, 2007, as evidenced by *Inter Office Correspondence*, dated November 27, 2007, from Wallace S. Lippincott, Manager of the Agricultural Land Preservation program to W. Carl Richards in the Zoning Review Office. The non-conforming, accessory rental dwelling, located on the same lot as the horse farm, is clearly subordinate in extent and purpose and contributes to the financial necessity of the principal use horse farm.

Upon adoption of the RC zones, the subject property was capable of being divided into two (2) lots. The Baltimore County Zoning Regulations ("BCZR") §1A01.3B.1 provides that no "lot of record lying within an R.C.2 Zone and having a gross area of less than two acres may be subdivided. No such lot having a gross area between two and 100 acres may be subdivided into more than two lots (total)" Moreover, Section 1A01.3B.4 of the BCZR mandates a limit of one principal dwelling per lot.

BCZR § 104 governs non-conforming uses in the County. The subject, accessory rental dwelling was constructed in 1940, well before any zoning existed in the County. As such, that rental dwelling is permitted to exist, not subject to any provisions other than the limitations of BCZR § 104. There are only two instances when that accessory, rental dwelling might utilize 'lot density' attached to the subject property in 1975 upon adoption of the RC zones:

1. "Upon any change from such nonconforming use to any other use whatsoever, or any abandonment or discontinuance of such nonconforming use for a period of one year or more" [BCZR §104.1]; or
2. When, pursuant to BCZR §104.8, the Zoning Commissioner, after notice and hearing, terminates a nonconforming use and requires the use **to revert to a use allowed under the existing zoning classification** if the hearing officer has previously determined, after a code enforcement hearing under Article 3, Title 6 of the Code:
 - A. That the owner, tenant or entity having control of the land or use is in violation of the County Code, as defined in Article 3, and that the violation is continuing; or
 - B. That the owner, tenant or entity having control of the land or use is in violation of the County Code for the same offense on multiple occasions.

The testimony and evidence in this case is that the non-conforming, accessory rental dwelling has been occupied continuously since 1970 and there has never been any Code Enforcement hearing regarding violations. It should be noted that 1970 is the last verifiable date of occupancy by the current owners of the property.

Article 3, Title 7 of the *Baltimore County Code* ("Code") governs the *Code of County Regulations*, including the *Zoning Commissioner's Policy Manual* ("ZCPM") that was adopted on May 21, 1991 and amended on May 13, 1992. [Code § 3-7-202] It should be noted that pursuant to Code § 3-7-202 and *Baltimore County Charter* §§ 503 and 522, the Office of Planning and Zoning - which includes the Zoning Commissioner - is an agency authorized to adopt regulations. Thus, the zoning issues presented, specifically the special hearing relief, are governed principally by the two regulatory schemes, the BCZR and the ZCPM.

ZCPM § 104.1C recognizes that two or more dwellings can exist on a single lot, with one of them being non-conforming. To extend the non-conforming dwelling (extension is limited to 25% of the ground floor area of the building by BCZR § 104.3), the owner must meet the requirements of ZCPM § 104.1C.1 & 2. Any such extension is a permissible intensification as opposed to an impermissible expansion. See, *County Comm'rs of Carroll County v. Zent*, 86 Md. App. 745 (1991), *County Council of Prince George's County v. E.L. Gardner, Inc.*, 293 Md. 259, 268 (1982).

Thus, pursuant to BCZR § 1A01.3B.1, the subject property can be divided as proposed, with the existing, principal dwelling, approved tenant house and non-conforming rental dwelling on one lot, with the newly created lot capable of being improved with the one, principal dwelling allowed pursuant to BZCR § 1A01.3B.4. Obviously, if the farm operation is discontinued, the tenant house will not be permitted to remain. Likewise, if the existing, non-conforming, accessory rental dwelling is changed to a different use, abandoned for more than a year, or occupied in violation of the Code, the non-conforming status will be lost and the structure would then be ordered for removal.

For all of the foregoing reasons, we request that the Deputy Zoning Commissioner approve the requested relief.

Very truly yours,



James D. Grammer, Associate

JDG:mth

c: B. Keith Godfrey

CASE NAME 21416 N. RUHL ROAD
CASE NUMBER 08-246-SPH
DATE JAN 28, 2008

[illegible]

Case No.:

08-246-SPH

Exhibit Sheet

Petitioner/Developer

Protestant

No. 1 1	site plan	
No. 2 2A	Application for tenant house	
No. 3 2B	tenant Memo from DEPRM to zoning review	
No. 4 3	Affidavit from rental tenant	
No. 5 4	Affidavit from present tenant	
No. 6 6A	rental agreement	
No. 7 5	tax return showing rental income	
No. 8 6	Subdivision plan photocopy of plan	
No. 9 7	Photo of farm	
No. 10		
No. 11		
No. 12		

RM-19 (CONTINUED) SAMPLE
BALTIMORE COUNTY, MARYLAND

TO BE SUPPLIED BY
THE APPLICANT

INTER-OFFICE CORRESPONDENCE

TO: Wallace S. Lippincott, Jr.
Program Administrator
Department of Environmental Protection
and Resource Management

Date OCTOBER 25, 2007

SUBJECT Application for tenant ☒ Dwelling ☐ Trailer

Election District QC3

Owner: NORMAN K. GODFREY

Phone # _____

Address: 21416 N. RUHL ROAD

Tax Account
Number

FREELAND, MD 21053

0	6	0	7	0	4	7	0	9	0
---	---	---	---	---	---	---	---	---	---

Pursuant to the Zoning Commissioner's policies RM-13 and RM-19, this office is officially requesting verification of the legitimacy of a farm use and the need for an on-site full time tenant farmer on the above referenced property. In the judgement of the Zoning Supervisor and/or the Zoning Commissioner, in consideration of your findings, a special hearing may be required before the Zoning Commissioner prior to any zoning approvals. We are submitting a copy of:

- | | | | |
|--|-----|-------|--------|
| 1. the signed and notarized tenant affidavit | | | |
| 2. the deed to the property | map | block | parcel |
| 3. the state tax map for that area, | 6 | 1 | 89 |

We appreciate your verification and/or recommendations concerning this property.

LEGITIMACY OF A FARM USE

☒ Yes ☐ No ☐ Comment _____

NEED FOR AN ON-SITE TENANT FARMER

☒ Yes ☐ No ☐ Comment _____

PETITIONER'S

EXHIBIT NO. 2A

Signed: David L. Krue

Date: 4/20/07

Representative of the Agricultural
Land Preservation Board for
Baltimore County

SAMPLE

AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 29TH day of OCTOBER, 2007before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared NORMAN K. GODFREY AND MARLOGODFREY, and having been duly sworn, states as follows:

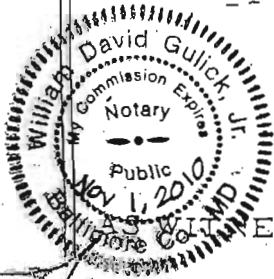
1. That (he/she (they) (is/are) the owner(s) of 32.06 acres of land located at 21416 N. RUHL ROAD, in the 6 Election District of Baltimore County which was acquired on JUNE 13, 1969 by Deed dated JUNE 13, 1969 and recorded among the Land Records of Baltimore County in Liber O.T.G., No. 5002, folio 052, a copy of which is attached hereto.

2. That the primary use of the aforementioned property will be that of a farm as defined in Section 101 of the Baltimore County Zoning Regulations.

3. That the owners in accordance with the application of building permit will construct N/A

4. That any tenant houses which will be constructed pursuant to any approval and/or permit issued by Baltimore County will be occupied at all times by a farmer whose principal vocation will be farming of the above-described property.

5. With regard to the construction of any tenant house, I understand that I cannot transfer ownership of said tenant house separate and apart from a conveyance of all of the property described in paragraph No. 1 hereof without prior thereto, complying with the requirements of the subdivision regulations. I understand that any transfer or conveyance of a part of the property on which is located a tenant house for which an approval or permit is now being granted without complying with the requirements of the subdivision regulations (inclusive of approval of a subdivision plat by the Planning Board) is a violation of the law. I will not transfer or convey any part of my property without complying with the requirement of the subdivision regulations.



Norman K. Godfrey
Marlo Godfrey
Owners

WITNESS my hand and Notarial Seal the day and year first above written

BALTIMORE COUNTY, MARYLAND
ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

Inter-Office Correspondence

TO: W. Carl Richards
Zoning Review Office

DATE: November 27, 2007

FROM: Wallace S. Lippincott, Manager
Agricultural Land Preservation

SUBJECT: Agricultural Land Preservation Advisory Board Approvals of November 20, 2007

The Department is forwarding the recommendations of the Baltimore County Agricultural Land Preservation Advisory Board to approve the following requests:

Mr. Norman Godfrey. 21416 N. Ruhl Road, Freeland, MD. 32.06 acres. This farm is a thoroughbred boarding and training facility and is licensed for 45 horses. Mr. Godfrey requested the Board's recommendation verifying the legitimacy of the farm use of this property as well as a designation of the dwelling indicated on the map provided as a tenant house. This tenant house is occupied by Brenda Godfrey, the owner's daughter, who is the manager of the horse farm. This verification was requested by the Zoning Department of Baltimore County.

Approved Motion: The Board recommends approval of the property as a farm and also recommends approval of designating the dwelling occupied by Brenda Godfrey as a tenant house.

These requests were approved at the Board meeting of November 20, 2007. If you have any questions, please contact Wally Lippincott at Ext. 3776.

JB

To Whom It May Concern:

I rented and resided in the lower tenant house (the first home on the left coming down the driveway) on 21416 North Ruhl Rd. Freeland, Md. 21053 from approximately Jan. 1972 to Jan 1976.

Pamella Eastwood
Signature

Jan 9, 2008
Date

Current address:

Number 24626 Wickwilde St
Spring TX 77389

preastwood2920@att.net

PETITIONER'S

EXHIBIT NO.

3

To Whom It May Concern:

I rented and resided in the lower tenant house (the first home on the left coming down the driveway) on 21416 North Ruhl Rd. Freeland, Md. 21053 from approximately 6/23/95 to present.

Q. Perlen
Signature

1/5/08
Date

Current address:

Number 21416 B

PETITIONER' S

EXHIBIT NO. 4

Rental Agreement

Rental agreement made this 23rd day of JUNE, 1995 between Norman R. Godner, Owner, and Christina Poole hereinafter, "Resident." Owner hereby rents to Resident, and Resident rents from Owner, the house located upon premises known as 21416 A 25th, Baltimore County, Maryland, (hereinafter, the "house") for a term of one year beginning on the 1st day of Aug, 1995 and ending on the 1st day of Sept, 1996, at the rent of \$1000 dollars per year, payable in equal monthly installments of 675 dollars on the first day of each month in advance at the office of Owner, or at such other address that Owner may designate in writing. Subject to the provisions of Paragraph 16, hereof, all payments of rent or other sums due Owner shall be paid only by certified check, money order, cashiers' check or personal check. Cash payments will not be accepted as a tender of rent. This letting is upon the following terms, covenants, and conditions:

1. The house shall be used only as a one family private dwelling and not in connection with any business, profession, trade, or craft. No person shall reside in the house other than those named in the Agreement except by written consent of Owner. Neither the house nor any part thereof shall be sublet or advertised for subletting, nor shall this Agreement be assigned without the prior written consent of Owner. The house will be made available in a satisfactory condition permitting habitation, with reasonable safety. This lease conveys no rights to the grounds abutting and surrounding the house other than the right of ingress and egress.

2. This lease shall terminate automatically upon breach of any condition or covenant by Resident and, upon such termination, the premises shall be vacated within not more than thirty days of such breach. Either party may terminate this Agreement at the expiration of the original term or any renewal term by giving the other party written notice of termination at least sixty days prior thereto. In default of such notice, this Agreement shall be renewed for a further period of one year and so on from period to period upon the same terms and conditions as herein contained until terminated by either party hereto giving to the other sixty days written notice of termination prior to the expiration of the then current term. If either Owner or Resident shall have given notice of termination as aforesaid, Resident, during the period of two months prior to the expiration of the term, shall admit applicants to the house at all reasonable times. If more than one person shall be Resident hereunder, notice given by any one of them shall bind all.

Resident hereby acknowledges agreement to this automatic renewal provision.

3. Owner hereby acknowledges receipt from Resident of the sum of \$ 675 for which a separate receipt will be given if requested, to be held as security for the faithful performance by Resident of this Agreement. Such deposit shall not be applied toward the payment of any rent or another sums due, except at the option of the Owner. Such deposit or such part thereof as has not been appropriated by Owner in accordance with the foregoing provisions of this paragraph, together with interest thereon as required by law, shall be returned to Resident after the end of the tenancy in accordance with existing Maryland law

PETITIONER'S

EXHIBIT NO. 4A

If Resident has paid a security deposit, Owner shall, upon Resident's written request, made within fifteen days of Resident's occupancy, promptly provide Resident with a written list of all existing damage.

Resident has the right to be present when Owner or its agent inspects the house in order to determine if any damage was done to the house, if Resident notifies Owner by Certified mail of Resident's intention to move, the date of moving, and the Resident's new address. The notice to be furnished by Resident to Owner shall be mailed at least fifteen days prior to the date of moving. Upon receipt of the notice, Owner shall notify Resident by certified mail of the time and date when the house is to be inspected. The date of inspection shall occur within five days before or five days after the date of moving as designated in Resident's notice. Resident acknowledges that Resident has been advised of Resident's rights in writing at the time of payment of the security deposit and the execution of this Agreement.

4. Resident must use rugs or carpeting with carpet pads underneath in each bedroom, living room, dining area, and hall and must cover 80% of these specified areas within 30 days of the date of occupancy.

5. Resident shall not, without the prior written consent of Owner, make any alteration, addition, or change in or to the house or the painting or papering thereof, nor change the locks or install additional locks, chains or other fasteners on the doors of the house, nor in any way deface or mutilate the walls, floors, ceiling, or other parts thereof; nor do or keep anything in the house which will affect the house or the contents of said house or which shall violate any law or governmental regulation or policy of Owner; nor will Resident permit or suffer anything to be done which is prohibited by this Agreement. Owner shall furnish such services as may be necessary for cleanliness and general maintenance outside the house and in and about the house. Any defective condition in the house which comes to the Resident's attention, which Resident has reason to believe is unknown to Owner, shall be reported to the Owner within forty-eight hours. Where the defective condition may cause serious damage to person or property, it shall be reported to Owner immediately.

Without waiving any rights arising from any violation of the above paragraph, Owner may correct or require Resident to correct any violation by removal, repainting or such other method of correction as, in the Owner's sole discretion, shall be required to remedy such violation and Resident shall bear the entire cost thereof, including any delays in re-renting, as additional rent.

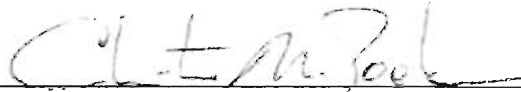
6. Resident shall pay for any repairs to the house and to equipment and installations therein and to all other parts of Owner's property which are necessitated by the failure of Resident, members of Resident's family, visitors or servants to exercise due care in the use thereof, or to observe the provisions of this Agreement, and the cost of such repairs shall be deemed additional after the date on which Resident shall be notified of the amount of such cost incurred. Owner shall make all necessary repairs not required to be made by Resident pursuant to this paragraph. In addition, Owner shall maintain the common driveway at its expense and shall maintain all landscaping and lawns up to the foundations of the house at no expense to Resident.

Resident shall vacate and surrender the house and all keys therefor at the end of the term or any renewal thereof, in as good condition as when received, excepting reasonable wear and tear. Resident shall be responsible for obtaining renter's insurance for personal property and family liability coverage. Owner shall have no legal liability for damage to Resident's personal property whether caused by acts of omission of Resident, negligence of others, the malfunctioning of an appliance or by the effects of the weather.

6 (a). Resident understands and acknowledges that the house is situate upon land used as a commercial horse ranch. The road which passes in front of the house is used frequently by private and commercial traffic accessing the horse ranch and other buildings on the property. Owner shall not be responsible for the acts of others in operating motor vehicles in or about the house. Resident further understands and acknowledges that horses, while attractive to children and adults alike, are unpredictable, extremely strong animals which can inflict severe injury including causing death in a variety of ways, including but not limited to kicking, biting, and crushing.

Accordingly, as a material inducement for Owner to lease the house to Resident and all who may claim through Resident, Resident hereby promises to indemnify and hold Owner harmless from any and all claims for injuries including death suffered by any member of Resident's family, or Resident's relatives and/or friends or any other person on the property at the invitation of Resident.

Read, Understood and Accepted



Resident

7. Owner shall have the right to enter the house at any time, to inspect, to make repairs required therein or elsewhere in Owner's property, and to enforce any provision of this Agreement.

8. This Agreement confers no rights on Resident's to the use of the exterior surfaces of the walls of the house or to the roof of the house, or to the use of any property of Owner outside the said house, including, without limiting the generality of the foregoing, any outbuilding in or around the house, except the use in common of the walks and roadways giving access thereto and such other areas, if any, as Owner may from time to time designate for the use of Residents. Walks, roadways, entrances, stairways, halls, and corridors shall be used for ingress and egress only.

9. Resident shall pay the rent when due, and if the rent or part thereof shall be in arrears and unpaid for a period of three days or if Resident shall fail to comply with any of the terms, covenants and conditions of this Agreement, or if the house shall appear to be vacant or abandoned, then in any of said events, Owner may, pursuant to law, reenter and resume possession of the house and declare this Agreement and the tenancy hereby created terminated, and may thereupon remove all persons and property from the house. Resident, notwithstanding such termination, shall remain liable for any rent due or accrued to Owner or damages caused to

Owner an amount equal to the rent reserved herein for the rest of Owner an amount equal to the rent reserved herein for the rest of the term, less such amounts as Owner may receive from others to whom the house may be rented from time to time, from which amounts Owner shall first be entitled to deduct all expenses incurred in recovering possession of, decorating and re-leasing the house and it shall be within the sole discretion of Owner to determine to whom or whether to anyone, the house shall be so rented, the amount of the rent and all other terms and conditions of re-renting and the period or periods thereof, whether less than, equal to or beyond the aforesaid unexpired term.

10. Resident acknowledges that heating and air-conditioning apparatus, if any, to serve the house are installed therein and Resident shall be responsible for payment of all bills with respect to gas and electricity consumed by such apparatus and all other gas and/or electricity consumed in the house. Resident shall open an account with the utility company prior to or the date of occupancy. Owner shall, at its expense, provide water to the house. Owner shall have the right temporarily to discontinue the service of gas, electricity and water in the event of accident or to facilitate repairs or alterations made in the house or elsewhere in Owner's property.

During the heating season Resident shall maintain the temperature in the house at the level necessary to prevent the freezing of pipes or any other damage to the house or the systems therein. Resident shall pay for all damage resulting from Resident's failure to maintain the temperature as required hereby and Resident hereby agrees to save Owner harmless from claims and damages that may arise therefrom. Upon termination of this lease, Resident shall have no claim to remove or to be reimbursed for any heating oil which remains in the heating oil tank for the house.

11. If the house shall be damaged by fire or other insured casualty, the damage shall be repaired with all reasonable diligence by Owner and the rent shall continue; but if the house shall from such cause be rendered untenable, then this Agreement shall terminate and the Resident upon payment of any back rent, and rent accrued to the day the house is surrendered, shall not be liable for any further rent, unless such fire or other hazard was caused by the negligence of Resident, his guests, visitors, servants or members of his family.

12. If construction of the house is not completed or if for any other reason beyond the direct control of Owner the house is not ready or available for occupancy by the commencement of the term this Agreement shall, nevertheless, remain in full force and effect, provided the Owner shall make available to Resident, a comparable house, which house Resident shall occupy pursuant to the terms and conditions of this Agreement. If Resident shall occupy the house prior to the beginning of the term, such occupancy shall be subject to the terms of this Agreement, and Resident shall, prior to occupying the house, pay rent at the rate reserved for the period from the date of such occupancy to the beginning of the term.

13. NO DOG, CAT, OTHER PET OR ANIMAL KIND SHALL BE BROUGHT, PERMITTED OR KEPT IN THE HOUSE OR ELSEWHERE ON THE OWNER'S PROPERTY. VIOLATION OF THIS PROVISION SHALL BE GROUNDS FOR

IMMEDIATE EVICTION AND RESIDENT SHALL REMAIN LIABLE FOR RENT DURING THE UNEXPIRED TERM OF THIS AGREEMENT AS PROVIDED IN PARAGRAPH 9 HEREOF.

14. Resident shall not make or permit any disturbing noises nor do or permit to be done, anything that interferes with or violates the rights, reasonable comfort or convenience of others or Owner, nor do or permit to be done any illegal act within the house, nor create a nuisance or behave in a disorderly manner or suffer or permit such disorderly behavior or nuisance, nor use the house in any manner which would be improper, objectionable or undesirable from the standpoint of a peaceful, quiet and enjoyable residence. Residents shall not sing or play any musical instrument in the house between the hours of 11:00 P.M. and the following 9:00 A.M. and shall not sing or play any musical instrument nor permit singing or playing of any musical instrument at any other time if it annoys or disturbs others. Resident shall not conduct or give instructions or practice in the house. Radio, television, and phonograph operation is permitted, but only in such manner as to be audible only in the house.

15. The failure of Owner to insist upon a strict performance of any provision of this Agreement or to exercise the right herein contained or the acceptance by Owner of rent or partial rent during the continuance of any breach of this Agreement shall not be construed as a waiver of the covenant breached or the waiver of any right, but it shall continue in full force and effect unless the contrary is expressed in writing by Owner. Owner shall not be liable to Resident for the violation of any house policy or the breach of any covenant or condition in this or any Agreement.

16. If any check issued by Resident to Owner for payments due hereunder is returned without payment for any reason whatsoever except Owner's fault, Resident shall pay a charge of \$20.00 for each time a check is returned, which sum shall be considered as additional rental hereunder and shall be paid by Resident to Owner immediately upon demand.

In the event that a Resident's personal check is returned by the bank as a non-sufficient funds or account closed transaction, the Owner will no longer accept personal checks as payment. A cashier's check or money order will be required for all future payments. Postdated payments will not be accepted.

17. Resident shall pay Owner an additional sum equal to five percent of the monthly rent for expenses incurred by Owner, when any installment of monthly rental is received by the Owner more than five days after the due date thereof. This charge is to be included with the regular monthly payment as additional rent and failure to do so will be considered non-payment of rent, thereby giving rise to remedies set out in Paragraph 9. In the event it shall become necessary for Owner to institute legal proceedings against Resident for non-payment of rent, or for the violation of any other term or condition of this Agreement, Resident shall also pay legal expenses of fifteen percent of the amount due Owner and court costs incurred in the legal proceedings. No personal checks will be accepted in the event of institution of legal proceedings against Resident to recover possession of premises for non-payment of rent.

18. The house policies set forth below shall be binding upon Resident and are expressly made a part of this Agreement. Owner shall have the right to periodically formulate reasonable house policies for the conduct, use and operation of the house. Resident shall comply, and shall procure the compliance of members of Resident's family, employees, and visitors, with the house policies and with all other reasonable house policies hereafter adopted of which Resident shall be given notice. Owner shall be under no obligation to enforce the house policies or lease provisions.

19. In addition to the rental stated herein, Owner may require, upon thirty days written notice to the Resident, that Resident pay to Owner any increase in the cost of gas, electricity, fuel oil, real estate taxes and special assessments, and operation expenses over those paid by Owner during the first month of the term.

20. The parties, Owner and Resident (s), agree that this Agreement, and the agreements herein contained, may only be modified or changed in writing, and signed by the parties and that this document constitutes the entire agreement between the parties, it being expressly understood that no verbal notices or agreements shall be effective.

21. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretations, construction or meaning of any of the provisions of or scope and full intent of this Agreement or in any way affect this Agreement. Wherever used in this Agreement, the singular shall include the plural, and the plural shall include the singular. The use of any gender shall be applicable to all genders. The term "Owner" shall be construed to include "Landlord" and "Lessor" and the term "Resident" shall be construed to include "Tenant" and "Lessee". All covenants and conditions herein shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of Owner and Resident.

22. In the event of dispute concerning the meaning, import, significance or enforceability of any portion of this Agreement, the parties specifically agree and stipulate that no rule regarding the strict construction of a document against the draftsman shall be applicable and Resident hereby waives such right.

Marla Lindgren
Witness

Witness

James R. Golper
Owner

Clinton Cook
Resident

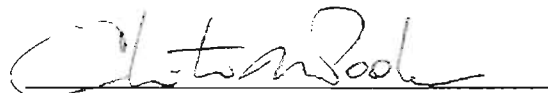
Elizabeth A. Porle

Resident

House Policies

1. Trash and garbage shall be placed in proper receptacles with tight fitting covers and kept in the interior of the house until placed in outside trash and garbage receptacles for pick-up.
2. No Resident shall place or permit to be placed or maintained any sign or any advertising matter or device in any window or elsewhere inside or outside or upon Owner's property.
3. Kerosene heaters are prohibited in this house.
4. Resident understands that water beds are not permitted.
5. No adhesives, magnets, or attachments of any type, whether temporary or permanent, shall be placed upon the appliances of Owner or upon any fixture, wall or other part of the house.
6. No "Under the Counter" appliances of any type shall be affixed to any part of the house, its cabinets, or fixtures.
7. No pictures, plaques, or any objects of any type shall be affixed to the walls of the house by adhesive hanger or by tape, glue, nail or other device whatsoever without specific consent of Owner.
8. Resident shall not alter the colors of the house, interior or exterior, without the specific written consent of Owner. Any unauthorized alteration shall be returned to its original color and condition upon demand.

READ AND ACCEPTED


Resident

Supplemental Income Schedule

OMB No. 1545-0074

1982

15

(From rents and royalties, partnerships, estates and trusts, etc.)

▶ Attach to Form 1040. ▶ See Instructions for Schedule E (Form 1040).

(s) as shown on Form 1040

Your social security number

NORMAN & MARLO GODFREY

733 62 0907

Part I Rent and Royalty Income or Loss

1 Are any of the expenses listed below for a vacation home or other recreational unit (see Instructions)? ☐ Yes ☒ No

2 If you checked "Yes" to question 1, did you or a member of your family occupy the vacation home or other recreational unit for more than the greater of 14 days or 10% of the total days rented at fair rental value during the tax year? ☐ Yes ☐ No

Description of Properties

Property A (Show kind and location) TENANT HOUSE 71416 RUHL RD, FREELAND, MD.

Property B (Show kind and location) FRAME RANCHER " " " "

Property C (Show kind and location) DUPLEX (FRAME) 676 BENTLEY RD, BENTLEY SP MD.

Rental and Royalty Income

	Properties			Totals (Add columns A, B, and C)
	A	B	C	
3 a Rents received	3600 00	4200 00	8400 00	3 16200 00
b Royalties received				

Rental and Royalty Expenses

4 Advertising	4				
5 Auto and travel	5				
6 Cleaning and maintenance	6				
7 Commissions	7				
8 Insurance	8	447 05	447 05	359 00	
9 Interest	9	345 91	345 91	2398 33	
10 Legal and other professional fees	10				
11 Repairs	11				
12 Supplies	12				
13 Taxes (Do NOT include Windfall Profit Tax here. See Part III, line 35.)	13	463 99	463 99	412 75	
14 Utilities	14	583 71	583 71		
15 Wages and salaries	15				
16 Other (list) ▶ <u>OIL (HEAT)</u>		424 25	424 25		
<u>FURNACE SERV. POLICY</u>		51 75	51 75		

PETITIONER'S

EXHIBIT NO. 5

17 Total expenses other than depreciation and depletion. Add lines 4 through 16	17	2316 66	2316 66	3170 08	17	7803 40
18 Depreciation expense (see Instructions), or Depletion	18	500 00	742 85	1650 00	18	2892 85
19 Total. Add lines 17 and 18	19	2816 66	3059 51	4820 08		
20 Income or (loss) from rental or royalty properties. Subtract line 19 from line 3a (rents) or 3b (royalties)	20	783 34	1140 49	3579 92		
21 Add properties with profits on line 20, and write the total profits here	21				21	5503 75
22 Add properties with losses on line 20, and write the total (losses) here	22				22	()
23 Combine amounts on lines 21 and 22, and write the net profit or (loss) here	23				23	5503 75
24 Net farm rental profit or (loss) from Form 4835, line 50	24				24	
25 Total rental or royalty income or (loss). Combine amounts on lines 23 and 24, and write the total here. If Parts II, III, and IV on page 2 do not apply to you, write the amount from line 25 on Form 1040, line 18. Otherwise, include the amount in line 37 of Schedule E.	25				25	5503 75



EXISTING BUILDINGS

PETITIONER' S

EXHIBIT NO.

1

21416 N. RUHL ROAD

McKEE & ASSOCIATES, INC.
5 Shawan Road
Hunt Valley, Md 21030
Tel: 410-527-1555
Fax: 410-527-1563

1. ALL LOTS SHOWN HEREON TO BE SERVED BY A PRIVATE WELL AND SEPTIC SYSTEM.
2. THIS PROPERTY AS SHOWN ON THE PLAN HAS BEEN HELD INTACT SINCE OCTOBER 29, 1963. THE DEVELOPER'S SURVEYOR HAS CONFIRMED THAT NO PART OF THE GROSS AREA OF THE PROPERTY AS SHOWN ON THE PLAN HAS EVER BEEN UTILIZED, RECORDED, OR REPRESENTED AS DENSITY OR AREA TO SUPPORT ANY OFF-SITE DWELLINGS.
3. SITE IS NOT LOCATED IN THE CHESAPEAKE BAY CRITICAL AREA.
4. EXISTING LAND COVER IS LAWN, PASTURE AND FOREST.
5. THERE ARE NO KNOWN PRIOR ZONING CASES FOR THE PROPERTY.
6. EXISTING SITE USE IS AGRICULTURAL.
7. MAXIMUM BUILDING HEIGHT PERMITTED FOR PRINCIPAL STRUCTURES IN RC-2 ZONING IS 35 FEET.
8. THERE ARE NO ZONING LINES WITHIN 200 FEET OF THIS PROPERTY UNLESS OTHERWISE SHOWN.
9. THIS PROPERTY IS NOT HISTORIC AND NOT LOCATED WITHIN A HISTORIC DISTRICT.
10. THIS SITE IS NOT LOCATED IN ANY DEFICIENT AREAS ON THE BALTIMORE COUNTY BASIC SERVICE MAPS.



08-246-SPH



Plan Sheet: ~~006A1~~ Plan Sheet: 002A3
 Note:
 The zoning depicted in this application incorporates the actions associated with County Council Bills 82-04, 83-04, 84-04, 85-04, 86-04, 87-04, 88-04, and 89-04 adopted by the County Council on August 31, 2004. The action associated with County Council Bill 130-04 adopted on December 6, 2004 is also depicted. In addition, County Board of Appeals actions from MC 05-01, MC 05-02, MC 05-03, and MC 05-04 on February 9, 2005 are represented in this application.

- Legend**
- Zoning
 - Streams
 - Vegetation
 - Buildings
 - Roads
 - Rail Lines

Baltimore County
Office of Planning and Zoning
Official Zoning Map

001B3	001C3	002A3	002B3	002C3
005B1	005C1	006A1	006B1	006C1
005B2	005C2	006A2	006B2	006C2

Scale
 1" = 200'
 0 100 200 400
 Feet

21416 N. RUHL ROAD

Data Sources:
 Planimetric Data - Baltimore County
 OIT/GIS Services Unit
 1:2400, from 1995/96 photography
 Zoning - Baltimore County Office of Planning
 1:2400, 2004

GENERAL NOTES

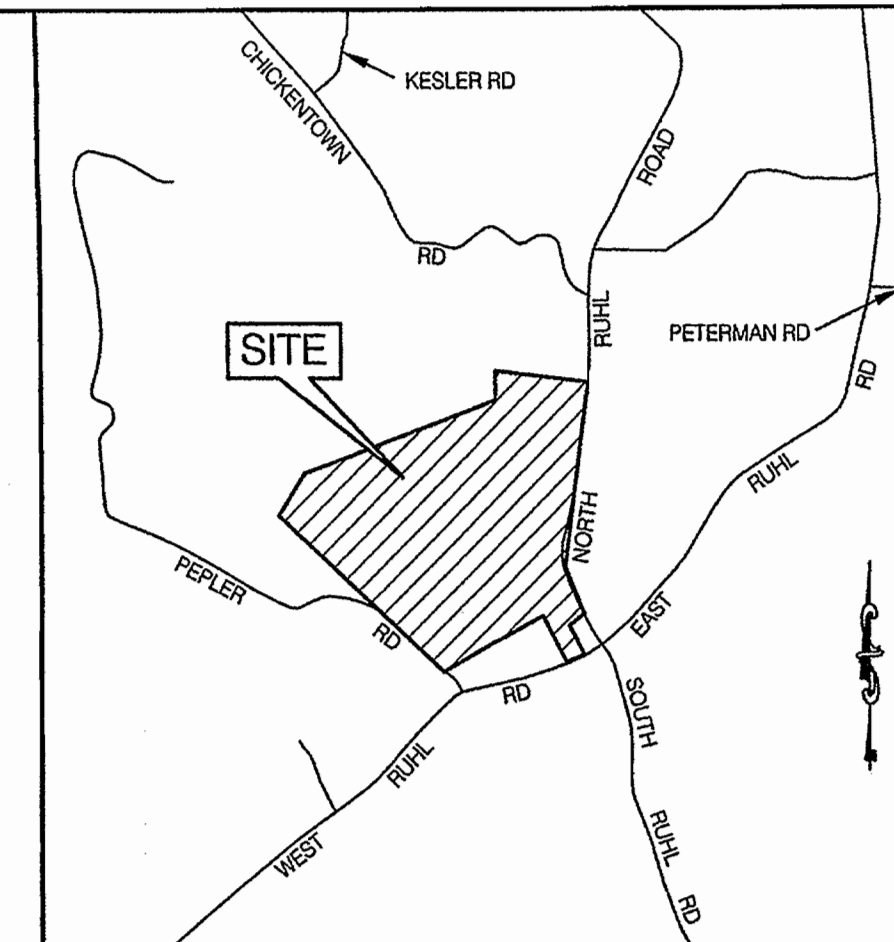
- ALL LOTS SHOWN HEREON TO BE SERVED BY A PRIVATE WELL AND SEPTIC SYSTEM.
- SOIL TYPES TAKEN FROM BALTIMORE COUNTY SOIL SURVEY MAP NUMBER 1.
- THERE ARE NO UNDERGROUND FUEL STORAGE TANKS APPARENT ON THE SITE.
- ALL EXISTING SEPTIC SYSTEM, WELL, AND PERCOLATION TEST LOCATIONS ON THE PROJECT PROPERTY WERE FIELD VERIFIED.
- A.D.T.S. 2 X 12.4 = 25
- LOCAL OPEN SPACE IS NOT REQUIRED FOR MINOR SUBDIVISIONS.
- LOTS ARE FOR SALE AND FOR SINGLE FAMILY DWELLINGS.
- THIS PROPERTY AS SHOWN ON THE PLAN HAS BEEN HELD INTACT SINCE OCTOBER 29, 1963. THE DEVELOPER'S SURVEYOR HAS CONFIRMED THAT NO PART OF THE GROSS AREA OF THE PROPERTY AS SHOWN ON THE PLAN HAS EVER BEEN UTILIZED, RECORDED, OR REPRESENTED AS DENSITY OR AREA TO SUPPORT ANY OFF-SITE DWELLINGS.
- THERE ARE NO KNOWN EXISTING OR PROPOSED WELLS OR SEPTIC SYSTEMS WITHIN 100' OF THE PROPERTY UNLESS OTHERWISE SHOWN.
- SITE IS NOT LOCATED IN THE CHESAPEAKE BAY CRITICAL AREA.
- EXISTING LAND COVER IS LAWN, PASTURE AND FOREST.
- THERE ARE NO KNOWN PRIOR ZONING CASES FOR THE PROPERTY.
- PRIVATE DRIVEWAY ENTRANCES SHALL CONFORM WITH BALTIMORE COUNTY STANDARD DETAIL PLATE R-15, DATED 1977 FOR "TYPICAL DRIVEWAY ENTRANCE FROM ROAD WITHOUT CURB & GUTTER".
- EXISTING SITE USE IS AGRICULTURAL.
- MAXIMUM BUILDING HEIGHT PERMITTED FOR PRINCIPAL STRUCTURES IN RC-2 ZONING IS 35 FEET.
- THE AREA BETWEEN THE SIGHT LINE AND THE EDGE OF PAVING MUST BE CLEARED, GRADED, AND KEPT FREE OF ANY OBSTRUCTIONS.
- THERE ARE NO ZONING LINES WITHIN 200 FEET OF THIS PROPERTY UNLESS OTHERWISE SHOWN.
- THE DEVELOPER MUST PROVIDE NECESSARY DRAINAGE FACILITIES (TEMPORARY OR PERMANENT) TO PREVENT CREATING ANY NUISANCE OR DAMAGES TO ADJACENT PROPERTIES, ESPECIALLY BY THE CONCENTRATION OF SURFACE WATERS. CORRECTION OF ANY PROBLEM WHICH MAY RESULT, DUE TO IMPROPER GRADING OR IMPROPER INSTALLATION OF DRAINAGE FACILITIES, WOULD BE THE FULL RESPONSIBILITY OF THE DEVELOPER.
- THIS PROPERTY IS NOT HISTORIC AND NOT LOCATED WITHIN A HISTORIC DISTRICT.
- THIS SITE IS NOT LOCATED IN ANY DEFICIENT AREAS ON THE BALTIMORE COUNTY BASIC SERVICE MAPS.
- A STORMWATER MANAGEMENT VARIANCE WILL BE REQUESTED TO PERMIT A FEE-IN-LIEU OF CONSTRUCTING ONSITE STORMWATER FACILITIES.
- FOREST CONSERVATION WILL BE ADDRESSED BY INVOKING AN INTRA-FAMILY TRANSFER DECLARATION OF INTENT.

STANDARD NON-DISTURBANCE NOTES

- ANY FOREST BUFFER EASEMENT AND/OR FOREST CONSERVATION EASEMENT SHOWN HEREON ARE SUBJECT TO PROTECTIVE COVENANTS WHICH MAY BE FOUND AMONG THE LAND RECORDS OF BALTIMORE COUNTY, MARYLAND, AND WHICH RESTRICT DISTURBANCE AND USE OF THESE AREAS.
- THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION IN THE FOREST BUFFER EASEMENT AND FOREST CONSERVATION EASEMENT EXCEPT AS PERMITTED BY THE BALTIMORE COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT.

AGRICULTURAL NUISANCE NOTE

ANY DWELLING LOCATED ON THIS PROPERTY MAY BE SUBJECT TO INCONVENIENCES OR DISCOMFORTS ARISING FROM AGRICULTURAL OPERATIONS, INCLUDING BUT NOT LIMITED TO NOISE, ODORS, FUMES, DUST, OPERATION OF MACHINERY, STORAGE OF MANURE, AND THE APPLICATION BY SPRAYING OR OTHERWISE OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES, AND PESTICIDES. THE COUNTY SHALL NOT CONSIDER AN AGRICULTURAL OPERATION TO BE A PUBLIC OR PRIVATE NUISANCE, IF THE OPERATION COMPLIES WITH THESE REGULATIONS, AND ALL FEDERAL, STATE, OR COUNTY HEALTH OR ENVIRONMENTAL REQUIREMENTS.



VICINITY MAP

SCALE: 1"=1000'

LEGEND

- EX. CONTOURS 100' -
- SLOPES > 25% -
- EX. STREAM -
- WELL - EXISTING PROPOSED
- PERC TEST - PASSED FAILED
- PROP. SEPTIC AREA -
- SOIL TYPES -
- EX. WOODS LINE -
- PROP. HOUSE SITE w/ DIRECTION ARROW -

FARM PLAN NOTE

THIS PROPERTY IS CURRENTLY OPERATING UNDER A FARM PLAN CREATED BY THE BALTIMORE COUNTY SOIL CONSERVATION DISTRICT.

PETITIONER'S

EXHIBIT NO. 6

SITE DATA

- GROSS AREA OF SITE= 32.055 AC.± (DEED)
- NET AREA OF SITE= 32.055 AC.±
- EXISTING ZONING= R.C.2
- NO. LOTS ALLOWED (2 TO 100 AC.)= 2 LOTS
- NO. OF LOTS PROPOSED= 2 LOTS
- PARKING REQUIRED=(2 SPACES PER LOT)= 4
- PARKING PROPOSED=(2 PLUS SPACES PER LOT)= 4
- 2000 CENSUS TRACT= 406000
- 2000 CENSUS BLOCK GROUP= 240054060002
- REGIONAL PLANNING DISTRICT= 301
- ELEMENTARY SCHOOL DISTRICT= PRETTYBOY ES
- MIDDLE SCHOOL DISTRICT= HEREFORD MS
- HIGH SCHOOL DISTRICT= HEREFORD HS
- WATERSHED= GUNPOWDER-LOCH RAVEN
- WATER SERVICE AREA= NON SERVICE ZONE
- SUBSEWERSHED= 81
- COUNCILMANIC DISTRICT= 3RD
- ELECTION DISTRICT= 6TH
- SITE IS LOCATED ON BALTIMORE COUNTY ZONING MAP= 002A3 & 006A1
- TRANSPORTATION ZONE= 0426
- ZIP CODE= 21053
- TAX MAP 6, GRID 1, PARCEL 89
- LAND MANAGEMENT AREA= AGRICULTURAL PRESERVATION
- TAX ACCOUNT. NO.: 06-07-047090

SOILS LIMITATION CHART

MAP SYMBOL	SOIL SERIES	HOMESITES LIMITATIONS	SEPTIC SYSTEMS LIMITATIONS	HYDRIC 'K' VALUE	CAPABILITY UNIT
CgB2	CHESTER	MODERATE	MODERATE	NO	IIIe-4
CgC2	CHESTER	MODERATE	MODERATE	NO	IIe-4
Cu	CODORUS	SEVERE	SEVERE	NO	IIw-7
GgC2	GLENELG	MODERATE	MODERATE	NO	IIIe-4
GgD2	GLENELG	SEVERE	SEVERE	NO	Ive-3
Hb	HATBORO	SEVERE: SLOPE	SEVERE: SLOPE	YES	IIw-7
McD2	MANOR	SEVERE: SLOPE	SEVERE: SLOPE	NO	Ive-25
McE	MANOR	SEVERE: SLOPE	SEVERE: SLOPE	NO	VIe-3
MtD3	MT. AIRY	MODERATE	SEVERE	NO	VIIe-3

McKEE & ASSOCIATES, INC.
Engineering - Land Planning - Land Surveying

Natural Resource Planning - Real Estate Development
5 SHAWAN ROAD, Suite 1 COCKEYSVILLE, MARYLAND 21030
TELEPHONE: (410) 527-1555 FACSIMILE: (410) 527-1553

I HEREBY CERTIFY THAT I HAVE REVIEWED WITH DUE DILIGENCE THE MINOR SUBDIVISION PLAN COMMENTS DATED AND HAVE PREPARED WITH DUE DILIGENCE THIS MINOR SUBDIVISION PLAN PURSUANT TO THOSE COMMENTS.

3/2/07
GEOFFREY C. SCHULTZ
MARYLAND REG. NO. 21154



DATE	REASON FOR REVISION

OWNER INFO

NORMAN K. GODFREY & MARLO GODFREY
P.O. BOX 289
21416 NORTH RUHL ROAD
FRELAND, MD 21063
TAX MAP 6, PARCEL 89
DEED: 6002/052
T.A. # 06-07-047090

APPLICANT

B. KEITH GODFREY
P.O. BOX 289
FRELAND, MD 21063
(410) 357-8946

6TH ELECTION DISTRICT 3RD COUNCILMANIC DISTRICT
BALTIMORE COUNTY, MARYLAND
SCALE: 1"=100' DATE: 02-19-2007

COMPUTED BY: DRAWN BY: JDG/RLJ CHECKED BY: JDG JOB No.: 06-074