

MEMORANDUM

DATE: December 7, 2015
TO: Zoning Review Office
FROM: Office of Administrative Hearings
RE: Case No. 2016-0064-SPHXA- Appeal Period Expired

The appeal period for the above-referenced case expired on December 4, 2015. There being no appeal filed, the subject file is ready for return to the Zoning Review Office and is placed in the 'pick up box.'

c: ☒ Case File
Office of Administrative Hearings

**IN RE: PETITIONS FOR SPECIAL HEARING, *
SPECIAL EXCEPTION & VARIANCE *
(11303 Beach Road) ***

11th Election District

6th Council District

11303 Beach Road, LLC, *Legal Owner*

Petitioner

BEFORE THE

OFFICE OF

ADMINISTRATIVE HEARINGS

FOR BALTIMORE COUNTY

Case No. 2016-0064-SPHXA

* * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings (OAH) for Baltimore County for consideration of Petitions for Special Hearing, Special Exception and Variance filed on behalf of 11303 Beach Road, LLC, the legal owner ("Petitioner").

The Petition for Special Hearing was filed pursuant to §500.7 of the Baltimore County Zoning Regulations ("B.C.Z.R.") to approve a modified parking plan and for a determination of the required number of parking spaces and their configuration as more particularly shown on the site plan filed with the Petition.

A Petition for Special Exception was filed pursuant to B.C.Z.R. §1A01.2.C.7 to permit a community building owned by a nonprofit civic or improvement association and used by its members and guests for recreational, social, educational, or cultural activities. Finally, a Petition for Variance seeks approval for side yard setbacks of 5 ft. in lieu of the 35 ft. required.

Appearing at the public hearing in support of the requests was George Prochaska and Charles Wallis, a professional engineer (and member of the community) who signed and sealed the site plan. Chris Corey, Esq., represented the Petitioner. There were no protestants and/or interested citizens in attendance. The Petition was advertised and posted as required by the Baltimore County Zoning Regulations. Zoning Advisory Committee (ZAC) comments were

ORDER RECEIVED FOR FILING

Date 11-4-15

By Sen

submitted by the Department of Planning (DOP) and the Bureau of Development Plans Review (DPR).

The subject property is approximately 0.281 acres in size and is zoned RC 2. The property was purchased by Petitioner in 2008, and is used as the headquarters for the Lorely Beach Community Association. The property is improved with a single family dwelling and detached garage, both of which are in poor condition. Petitioner proposes to raze the existing structures and construct in essentially the same footprint a 2,800 square foot community center. To do so requires zoning relief.

SPECIAL HEARING

The special hearing concerned the parking for the proposed community building. This case is somewhat unique in that the Petitioner not only owns the subject property (which based on the testimony of Mr. Prochaska has space for parking at least 6 vehicles) but also leases from Baltimore County an unimproved 0.6 acre parcel adjacent to the subject property. The County leases the property to the Petitioner for the "nominal rent" of \$1.00 per year, and specifies in the lease the use is for a "parking lot" to be used in connection with a proposed "clubhouse for use by the community."

Based on testimony at the hearing, I believe 25 parking spaces is sufficient for the proposed use. The community has leased this property from the County since 2009, and has since that time held meetings and events in the existing dwelling on the subject property. The president of the community association, George Prochaska, testified he has lived in the area all of his life and that parking has never been a problem at the site. Mr. Prochaska also noted parking is allowed on Beach Road (on which the subject property fronts), although he did not recall visitors needing to do so when attending community meetings or events at the site. In these

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circumstances, I do not believe the "parking lot" needs to be paved and striped in accordance with the Regulations. In fact, the Petitioner would be unable to do so without the County's approval. In addition, the property is within the Critical Area, and additional impervious surfaces would be detrimental to the environment as well.

SPECIAL EXCEPTION

Under Maryland law, a special exception use enjoys a presumption that it is in the interest of the general welfare, and therefore, valid. Schultz v. Pritts, 291 Md. 1 (1981). The Schultz standard was revisited in People's Counsel v. Loyola College, 406 Md. 54 (2008), where the court emphasized that a special exception is properly denied only when there are facts and circumstances showing that the adverse impacts of the use at the particular location in question would be above and beyond those inherently associated with the special exception use.

No such evidence was presented in this case, and the petition will be granted. Petitioner noted the new building will be located farther from the water than is the current single family dwelling, and the side yard setbacks will be increased as well. In these circumstances I do not believe the use will be detrimental to the community.

VARIANCES

Based upon the testimony and evidence presented, I will also grant the petition for variance.

A variance request involves a two-step process, summarized as follows:

- (1) It must be shown the property is unique in a manner which makes it unlike surrounding properties, and that uniqueness or peculiarity must necessitate variance relief; and
- (2) If variance relief is denied, Petitioner will experience a practical difficulty or hardship.

Cromwell v. Ward, 102 Md. App. 691 (1995).

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The Petitioner has met this test. The property is waterfront, narrow (50 ft.) and extremely deep (250 ft.) and is therefore unique. If the B.C.Z.R. were strictly interpreted, the Petitioner would suffer a practical difficulty since it would be unable to construct the proposed community building. Finally, I find that the variance can be granted in harmony with the spirit and intent of the B.C.Z.R., and in such manner as to grant relief without injury to the public health, safety, and general welfare. This is demonstrated by the lack of County and/or community opposition.

THEREFORE, IT IS ORDERED this 4th day of November, 2015, by this Administrative Law Judge, that the Petition for Special Hearing filed pursuant to §500.7 of the Baltimore County Zoning Regulations ("B.C.Z.R.) to approve a modified parking plan, be and is hereby GRANTED.

IT IS FURTHER ORDERED that the Petition for Special Exception filed pursuant to B.C.Z.R. §1A01.2.C.7 to permit a community building owned by a nonprofit civic or improvement association and used by its members and guests for recreational, social, educational, or cultural activities, be and is hereby GRANTED.

IT IS FURTHER ORDERED that the Petition for Variance pursuant to B.C.Z.R. §1A01.3.B.3 to allow side yard setbacks of 5 ft. in lieu of the 35 ft. required, be and is hereby GRANTED.

The relief granted herein shall be subject to the following:

1. Petitioner may apply for necessary permits and/or licenses upon receipt of this Order. However, Petitioner is hereby made aware that proceeding at this time is at its own risk until 30 days from the date hereof, during which time an appeal can be filed by any party. If for whatever reason this Order is reversed, Petitioner would be required to return the subject property to its original condition.
2. The special exception must be utilized within three years of the date hereof.

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By Sen

3. No lighting fixtures or illumination is permitted on the "parking lot" area leased from Baltimore County.
4. Petitioner shall provide no less than 25 passenger vehicle parking spaces (total), which may be situated on the subject property and/or the unimproved lot leased from Baltimore County. Petitioner shall not be required to comply with the "durable and dustless," striping, and 10 ft. setback requirements of B.C.Z.R. §409.8.
5. Prior to issuance of permits, Petitioner must submit for approval by the DOP proposed building elevations.
6. Prior to issuance of permits, Petitioner shall submit to DPR a revised site plan (containing sufficient detail to enable agency review) showing the proposed location and orientation of the 25 parking spaces. Following that agency's review, Petitioner shall provide landscaping as determined in the sole discretion of the Baltimore County Landscape Architect.

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



JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:sln

ORDER RECEIVED FOR FILING

Date 11-4-15

By sln

John E. Beverungen

From: Jeanette Tansey
Sent: Monday, November 02, 2015 11:38 AM
To: John E. Beverungen
Subject: 2016-0064 SPHXA

Hello again, Judge –Mr. Chris Corey who is representing the applicant in the above case just contacted me. As a result of our conversation, I wanted to clarify my comments to you.

There are two residential dwellings adjacent to the proposed improvements: the Westerfields at 11307 and John DiChiara at 11235. I will defer to them as to what, if any, additional screening is desired.

A more definitive parking layout is required for any meaningful comment, so I would request that a landscape plan be submitted for approval showing the proposed parking layout that respects setbacks and addresses all planting requirements per the Landscape Manual.

Thank you for your consideration.

Jeanette M. S. Tansey, R.L.A.
Project Manager, Baltimore County
Permits, Approvals & Inspections
Development Plans Review
111 W. Chesapeake Ave., Room 119
Towson, MD 21204

410-887-3751
jtansey@baltimorecountymd.gov



C3CA

PETITION FOR ZONING HEARING(S)

F100D

To be filed with the Department of Permits, Approvals and Inspections

To the Office of Administrative Law of Baltimore County for the property located at:

Address 11303 Beach Road

which is presently zoned RC 2

Deed References: 26926/00202

10 Digit Tax Account # 1103001025

Property Owner(s) Printed Name(s) 11303 Beach Road, LLC

(SELECT THE HEARING(S) BY MARKING ☒ AT THE APPROPRIATE SELECTION AND PRINT OR TYPE THE PETITION REQUEST)

The undersigned legal owner(s) of the property situate in Baltimore County and which is described in the description and plan attached hereto and made a part hereof, hereby petition for:

1. ☒ a **Special Hearing** under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

Please see attached.

2. ☒ a **Special Exception** under the Zoning Regulations of Baltimore County to use the herein described property for

Please see attached.

3. ☒ a **Variance** from Section(s)

Please see attached.

of the zoning regulations of Baltimore County, to the zoning law of Baltimore County, for the following reasons:
(Indicate below your hardship or practical difficulty or indicate below "TO BE PRESENTED AT HEARING". If you need additional space, you may add an attachment to this petition)

TO BE PRESENTED AT HEARING

Property is to be posted and advertised as prescribed by the zoning regulations.

I, or we, agree to pay expenses of above petition(s), 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.

Legal Owner(s) Affirmation: I / we do so 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 / these Petition(s).

Contract Purchaser/Lessee:

Name- Type or Print

Signature

Mailing Address

Zip Code

Telephone #

Email Address

Attorney for Petitioner:

Lawrence E. Schmidt, Smith, Gildea & Schmidt, LLC

Name- Type or Print

Signature

600 Washington Avenue, Suite 200

Towson

MD

Mailing Address

City

State

21204

(410) 821-0070

lschmidt@sgs-law.com

Zip Code

Telephone #

Email Address

Legal Owners (Petitioners):

George Prochaska

Authorized Representative
of 11303 Beach Road, LLC

Name #1- Type or Print

Name #2 - Type or Print

Signature #1

Signature # 2

11303 Beach Road

White Marsh

MD

Mailing Address

City

State

21162

Zip Code

Telephone #

Email Address

Representative to be contacted:

Lawrence E. Schmidt, Smith, Gildea & Schmidt, LLC

Name - Type or Print

Signature

600 Washington Avenue, Suite 200

Towson

MD

Mailing Address

City

State

21204

(410) 821-0070

lschmidt@sgs-law.com

Zip Code

Telephone #

Email Address

CASE NUMBER 2016-0064-SPHXA Filing Date 9/10/15

Do Not Schedule Dates:

Reviewer RJD

**ATTACHMENT TO PETITION FOR SPECIAL EXCEPTION, SPECIAL HEARING
AND VARIANCE**
11303 Beach Road

Special Exception Relief:

1. Pursuant to BCZR § 1A01.2.C.7, to permit a community building owned by a nonprofit civic or improvement association and used by its members and guests for recreational, social, educational, or cultural activities; and
2. For such other and further relief as may be required by the Administrative Law Judge for Baltimore County.

Special Hearing Relief:

1. Pursuant to BCZR § 409.12.B, to approve a modified parking plan and for the Administrative Law Judge to determine the required number of parking spaces and their configuration as more particularly shown on the Site Plan to accompany the Petition; and
2. For such other and further relief as may be required by the Administrative Law Judge for Baltimore County.

Variance Relief:

1. To allow side yard setbacks of 5 feet, in lieu of the 35 feet required pursuant to BCZR § 1A01.3.B.3; and
2. For such other and further relief as may be required by the Administrative Law Judge for Baltimore County.

Item #0064

ZONING PROPERTY DESCRIPTION FOR 11303 Beach Road, White Marsh, MD
21162

Beginning at a point on the south side of Beach Road which is forty feet wide at the distance of one hundred twenty eight feet east of the centerline of the nearest improved intersecting street Opie Road which is forty feet wide.

Being Lot # 19 in the Subdivision of Bird River Beach as recorded in Baltimore County Plat Book # WPC No. 7, Folio # 187, containing 0.281 +/- acres. Located in the 11th Election District and 5th Council District.

6th

Professional Certification. I hereby certify that this document was prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 20167, Expiration Date: August 30, 2017



Item # 0064

**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: 2016-0064-SPHXA

Petitioner: 11303 Beach Road, LLC

Address or Location: 11303 Beach Road

PLEASE FORWARD ADVERTISING BILL TO:

Name: Lawrence E. Schmidt, Esquire

Address: Smith, Gildea & Schmidt, LLC

600 Washington Avenue, Suite 200

Towson, MD 21204

Telephone Number: 410-821-0070

TO: PATUXENT PUBLISHING COMPANY
Issue - Jeffersonian

Please forward billing to:

Lawrence Schmidt
Smith, Gildea & Schmidt
600 Washington Avenue, Ste. 200
Towson, MD 21204

410-821-0070

NOTICE OF ZONING HEARING

The Administrative Law Judge 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: 2016-0064-SPHXA

11303 Beach Road
S/s Beach Road, 128 ft. E/of centerline of Opie Road
11th Election District – 6th Councilmanic District
Legal Owners: George Prochaska

Special Hearing to approve a modified parking plan and for the Administrative Law Judge to determine the required number of parking spaces and their configuration as more particularly shown on the Site Plan to accompany the petition; and for such other and further relief as may be required by the Administrative Law Judge for Baltimore County. Special Exception to permit a community building owned by a nonprofit civic or improvement association and used by its member and guests for recreational, social, educational, or cultural activities; and for such other and further relief as may be required by the ALJ for Baltimore County. Variance to allow side yard setbacks of 5 ft., in lieu of the 35 ft. required and for such other and further relief as may be required by the ALJ for Baltimore County.

Hearing: Monday, November 2, 2015 at 1:30 p.m. in Room 205, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204



Arnold Jablon
Director of Permits, Approvals and Inspections for Baltimore County

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.



KEVIN KAMENETZ
County Executive

September 29, 2015

ARNOLD JABLON
Deputy Administrative Officer
Director, Department of Permits,
Approvals & Inspections

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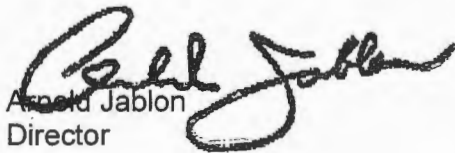
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Arnold Jablon
Director

AJ:kl

C: Lawrence Schmidt, 600 Washington Ave., Ste. 200, Towson 21204
George Prochaska, 11303 Beach Road, White Marsh 21162

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY**
- (2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.
- (3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

CERTIFICATE OF POSTING

ATTENTION: KRISTEN LEWIS

DATE: 10/13/2015

Case Number: 2016-0064-SPHXA

Petitioner / Developer: SMITH, GILDEA & SCHMIST LLC ~ GEORGE PROCHASKA ~ CHARLES WALLIS

Date of Hearing (Closing): NOVEMBER 2, 2015

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:
11303 BEACH ROAD

The sign(s) were posted on: OCTOBER 12, 2015



Linda O'Keefe
(Signature of Sign Poster)

Linda O'Keefe
(Printed Name of Sign Poster)

523 Penny Lane
(Street Address of Sign Poster)

Hunt Valley, Maryland 21030
(City, State, Zip of Sign Poster)

410 - 666 - 5366
(Telephone Number of Sign Poster)



THE BALTIMORE SUN MEDIA GROUP

501 N. Calvert St., P.O. Box 1377
Baltimore, Maryland 21278-0001
tel: 410/332-6000
800/829-8000

WE HEREBY CERTIFY, that the annexed advertisement of Order No 3655864

Sold To:

Smith Gildea & Schmidt LLC - CU00433777
600 Washington Ave Ste 200
TOWSON,MD 21204

Bill To:

Smith Gildea & Schmidt LLC - CU00433777
600 Washington Ave Ste 200
TOWSON,MD 21204

Was published in "Jeffersonian", "Bi-Weekly", a newspaper printed and published in Baltimore County on the following dates:

Oct 13, 2015

NOTICE OF ZONING HEARING

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Special Hearing to approve a modified parking plan and for the Administrative Law Judge to determine the required number of parking spaces and their configuration as more particularly shown on the Site Plan to accompany the petition; and for such and other and further relief as may be required by the Administrative Law Judge for Baltimore County.

Special Exception: to permit a community building owned by a nonprofit civic or improvement association and used by its member and guests for recreational, social, educational, or cultural activities; and for such other and further relief as may be required by the ALJ for Baltimore County. Variance to allow side yard setbacks of 5 ft. in lieu of the required 35 ft. required and for such other and further relief as may be required by the ALJ for Baltimore County.

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ARNOLD JABLON, DIRECTOR OF PERMITS, APPROVALS AND INSPECTIONS FOR BALTIMORE COUNTY

NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Contact the Administrative Hearings Office at (410) 887-3868.
(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.

JT 10/657 October 13 3655864

The Baltimore Sun Media Group

S. Wilkinson

By

Legal Advertising

Case No.: 2016-0064-SPHXA

Exhibit Sheet

11-4-15
Sen

Petitioner/Developer

DW
12-7-15

Protestant

No. 1	Site plan	
No. 2	2A-2P photos	
No. 3	Ground lease with Baltimore County	
No. 4	photo of neighbor's home	
No. 5	5A > Aerial My 5B > Neighborhood photos	
No. 6		
No. 7		
No. 8		
No. 9		
No. 10		
No. 11		
No. 12		

RE: PETITION FOR SPECIAL HEARING
SPECIAL EXCEPTION AND VARIANCE
11303 Beach Road; S/S Beach Road,
128' E of c/line of Opie Road
11th Election & 6th Councilmanic Districts
Legal Owner(s): 11303 Beach Road, LLC
by George Prochaska

Petitioner(s)

* BEFORE THE OFFICE
* OF ADMINISTRATIVE
* HEARINGS FOR
* BALTIMORE COUNTY
* 2016-064-SPHXA

* * * * *

ENTRY OF APPEARANCE

Pursuant to Baltimore County Charter § 524.1, please enter the appearance of People's Counsel for Baltimore County as an interested party 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.

RECEIVED

SEP 18 2015

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio

CAROLE S. DEMILIO
Deputy People's Counsel
Jefferson Building, Room 204
105 West Chesapeake Avenue
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 18th day of September, 2015, a copy of the foregoing Entry of Appearance was mailed to Lawrence E. Schmidt, Esquire, 600 Washington Avenue, Suite 200, Towson, Maryland 21204, Attorney for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County



KEVIN KAMENETZ
County Executive

September 29, 2015

ARNOLD JABLON
Deputy Administrative Officer
Director, Department of Permits,
Approvals & Inspections

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11303 Beach Road

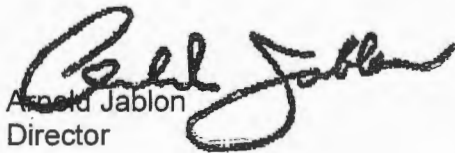
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C: Lawrence Schmidt, 600 Washington Ave., Ste. 200, Towson 21204
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CASE NAME 11303 Beach Rd
CASE NUMBER 2016-64-SPHXJ
DATE 11/2/15

[illegible]

C H E C K L I S T

<u>Comment Received</u>	<u>Department</u>	<u>Support/Oppose/ Conditions/ Comments/ No Comment</u>
9/23/15	DEVELOPMENT PLANS REVIEW (if not received, date e-mail sent _____)	C
_____	DEPS (if not received, date e-mail sent _____)	_____
_____	FIRE DEPARTMENT	_____
10/15/15	PLANNING (if not received, date e-mail sent _____)	C
9/16/15	STATE HIGHWAY ADMINISTRATION	no obj
_____	TRAFFIC ENGINEERING	_____
_____	COMMUNITY ASSOCIATION	_____
_____	ADJACENT PROPERTY OWNERS	_____
ZONING VIOLATION	(Case No. _____)	
PRIOR ZONING	(Case No. _____)	
NEWSPAPER ADVERTISEMENT	Date: 10/13/15	
SIGN POSTING	Date: 10/12/15 by O'Keefe	
PEOPLE'S COUNSEL APPEARANCE	Yes ☒ No ☐	
PEOPLE'S COUNSEL COMMENT LETTER	Yes ☐ No ☐	
Comments, if any: _____		

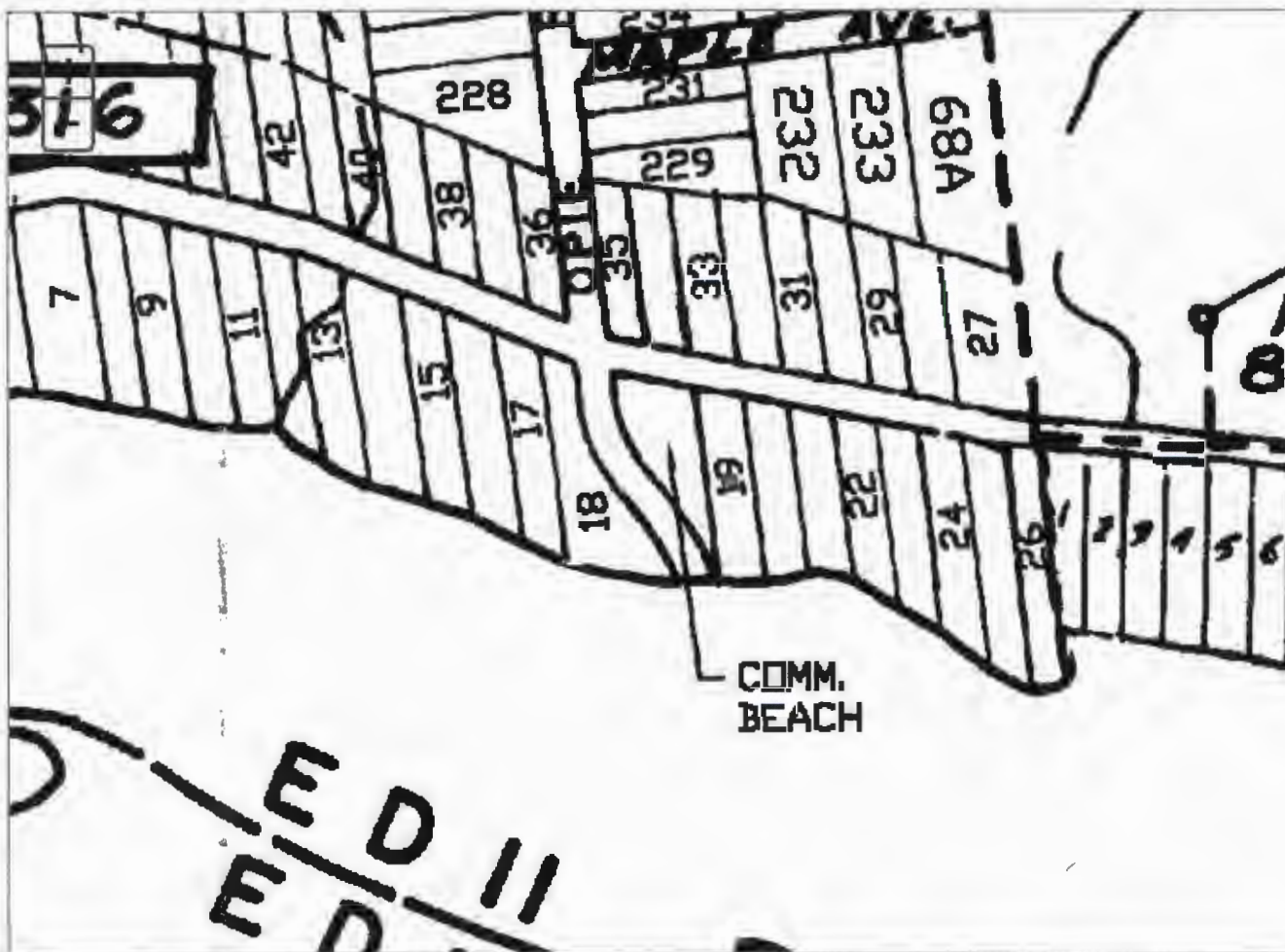
Real Property Data Search (w2)

Guide to searching the database

Search Result for BALTIMORE COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Account Identifier:		District - 11 Account Number - 1103001025			
Owner Information					
Owner Name:	11303 BEACH ROAD LLC		Use:	RESIDENTIAL	
Mailing Address:	C/O BOWERMAN LORELEY BEACH 11303 BEACH RD WHITE MARSH MD 21162-1605		Principal Residence:	NO	
			Deed Reference:	/26926/ 00202	
Location & Structure Information					
Premises Address:		11303 BEACH RD 0-0000 Waterfront		Legal Description: 11303 BEACH RD BIRD RIVER BEACH	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section: Block: Lot: Assessment Year: Plat No: Plat Ref:
0073	0020	0316		0000	19 2015 0007/0187
Special Tax Areas:			Town: NONE		
			Ad Valorem:		
			Tax Class:		
Primary Structure Built	Above Grade Enclosed Area		Finished Basement Area	Property Land Area	County Use
1927	1,502 SF			11,320 SF	34
Stories	Basement	Type	Exterior	Full/Half Bath	Garage
1	YES	STANDARD UNIT	FRAME	1 full	1 Detached
Value Information					
		Base Value	Value	Phase-in Assessments	
			As of	As of	As of
			01/01/2015	07/01/2015	07/01/2016
Land:		91,100	91,100		
Improvements		65,700	118,600		
Total:		156,800	209,700	174,433	192,067
Preferential Land:		0			0
Transfer Information					
Seller: BARNES STANLEY K		Date: 04/24/2008		Price: \$249,900	
Type: NON-ARMS LENGTH OTHER		Deed1: /26926/ 00202		Deed2:	
Seller: WOODARD KAREN		Date: 12/05/2000		Price: \$0	
Type: NON-ARMS LENGTH OTHER		Deed1: /14845/ 00091		Deed2:	
Seller: WOODARD FRANCIS J,3RD		Date: 06/29/1995		Price: \$0	
Type: NON-ARMS LENGTH OTHER		Deed1: /11110/ 00368		Deed2:	
Exemption Information					
Partial Exempt Assessments:	Class	07/01/2015		07/01/2016	
County:	000	0.00			
State:	000	0.00			
Municipal:	000	0.00 0.00		0.00 0.00	
Tax Exempt:	Special Tax Recapture:				
Exempt Class:	NONE				
Homestead Application Information					
Homestead Application Status: No Application					

Baltimore County

New Search (<http://sdat.dat.maryland.gov/RealProperty/>)District: **11** Account Number: **1103001025**

The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at www.plats.net (<http://www.plats.net>).

Property maps provided courtesy of the Maryland Department of Planning.

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at www.mdp.state.md.us/OurProducts/OurProducts.shtml (<http://www.mdp.state.md.us/OurProducts/OurProducts.shtml>).



KEVIN KAMENETZ
County Executive

ARNOLD JABLON
Deputy Administrative Officer
Director, Department of Permits,
Approvals & Inspections

October 28, 2015

George Prochaska
11303 Beach Road
White Marsh MD 21162

RE: Case Number: 2016-0064 SPHXA, Address: 11303 Beach Road

Dear Mr. Prochaska:

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits, Approvals, and Inspection (PAI) on September 10, 2015. 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,

A handwritten signature in black ink, reading "W. Carl Richards, Jr.", is written over a horizontal line.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR: jaw

Enclosures

c: People's Counsel
Lawrence E Schmidt, Esquire, 600 Washington Avenue, Suite 200, Towson MD 21204

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor



Pete K. Rahn, Secretary
Douglas H. Simmons, Acting Administrator

Date: 9/16/15

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

RE: Baltimore County
Item No. 2016-0064-SPHXA
Special Exception Special Hearing Variance
George Prochaska
11303 Beach Road.

Dear Ms. Lewis:

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. 2016-0064-SPHXA

Should you have any questions regarding this matter, please contact Mr. Richard Zeller at 410-229-2332 or 1-866-998-0367 (in Maryland only) extension 2332, or by email at (rzeller@sha.state.md.us).

Sincerely,

David W. Peake
Metropolitan District Engineer – District 4
Baltimore & Harford Counties

DWP/RAZ

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon
Deputy Administrative Officer and
Director of Permits, Approvals and Inspections

DATE: October 15, 2015

FROM: Andrea Van Arsdale
Director, Department of Planning

RECEIVED

OCT 21 2015

SUBJECT: 11303 Beach Road

OFFICE OF ADMINISTRATIVE HEARINGS

INFORMATION:

Item Number: 16-064

Petitioner: George Prochaska, Authorized Representative
11303 Beach Road, LLC

Zoning: RC 2

Requested Action: Special Hearing, Special Exception, Variance

SUMMARY OF RECOMMENDATIONS:

The Department of Planning has reviewed the Petition for a Special Exception to use the property for a community building owned by a nonprofit civic or improvement association and used by its members and guests for recreational, social, educational, or cultural activities, the Petition for a Special Hearing to determine whether the Administrative Law Judge should approve a modified parking plan to determine the required number of parking spaces and their configuration and the Petition for a Variance to allow side yard setbacks of 5 feet, in lieu of the 35 feet required.

Bill No. 26-15, adopted March 16, 2015 permits a community building by special exception in the RC 2 zone. Further, a written lease agreement is in place between Baltimore County and the Bowerman / Loreley Beach Community Association allowing the association's use of the adjacent county property for parking.

The Department does not object to the granting of the petitioned zoning relief, conditioned upon the following:

- The applicant shall provide building elevations to the Department prior to building permit approval.
- A landscape plan shall be approved by the Baltimore County Landscape Architect prior to building permit approval. If the parking lot is to be lit, said lighting shall be directional site lighting that does not affect adjacent residential areas.
- All parking surfaces shall be brought up to the standards of BCZR Section 409 or modifications/variances sought.

For further information concerning the matters stated herein, please contact Ngoné Seye Diop at 410-887-3480.

Division Chief: _____
AVA/KS

C: Ngoné Seye Diop
Jeanette Tansey, RLA, PAI

BALTIMORE COUNTY, MARYLAND
INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits, Approvals
And Inspections

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

SUBJECT: Zoning Advisory Committee Meeting
For September 21, 2015
Item No. 2016-0064

DATE: September 23, 2015

The Bureau of Development Plans Review has reviewed the subject zoning item and we have the following comments.

We have no objection to the modified parking plan except as noted below.

Setbacks adjacent to existing residences and County-owned properties should be respected. If setbacks are granted, fencing along the property lines and associated plantings shall be installed as approved by the County Landscape Architect. Parking is not shown on the submitted plan sufficient for comment; however, required setbacks and plantings should be respected and supplied.

* * * * *

DAK:CEN
cc:file

ZAC-ITEM NO 15-0064-09212015.doc

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE



TO: Arnold Jablon
Deputy Administrative Officer and
Director of Permits, Approvals and Inspections

DATE: October 15, 2015

FROM: Andrea Van Arsdale
Director, Department of Planning

SUBJECT: 11303 Beach Road

INFORMATION:

Item Number: 16-064

Petitioner: George Prochaska, Authorized Representative
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For further information concerning the matters stated herein, please contact Ngoné Seye Diop at 410-887-3480.

Division Chief:
AVA/KS

Kelly G. Nelson

C: Ngoné Seye Diop
Jeanette Tansey, RLA, PAI

87-277-A

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons given above, the requested variance should be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 12th day of January, 1987, that the Petition for Zoning Variance to permit a side yard setback of one foot in lieu of the required 2 1/2 feet for an accessory structure (garage) be and is hereby GRANTED, from and after the date of this Order, subject, however, to the following restrictions which are conditions precedent to the relief granted herein:

1. The Petitioners may apply for their building permit 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 applicable appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioners would be required to return, and be responsible for returning, said property to its original condition.
2. Correspondence from the Director of the Office of Planning and Zoning to the Zoning Commissioner, dated December 16, 1986, with recommendations as to the Chesapeake Bay Critical Areas legislation, shall be adopted in its entirety and made a part of this Order.


Zoning Commissioner of
Baltimore County

AJ/srl

cc: Mr. & Mrs. Francis J. Woodard

People's Counsel

ORDER RECEIVED FOR FILING

Date

By

January 13, 1987
Frank P. Langford

GROUND LEASE

THIS GROUND LEASE ("Lease") is made this 30th day of March 2009 by and between **BALTIMORE COUNTY, MARYLAND**, a body corporate and politic, ("Landlord" or "County") and **BOWERMAN-LORELEY BEACH COMMUNITY ASSOCIATION, INC.**, a corporation organized and existing under the laws of the State of Maryland ("Tenant").

WHEREAS, Landlord is the fee simple owner of an unimproved parcel of land consisting of approximately 0.6 acres, more or less, located on the South side Loreley Beach Road, opposite Opie Road in the White Marsh section of Baltimore County, Maryland 21162 as more particularly described in **Exhibit A** attached hereto as and incorporated herein by reference; (the "Premises"); and

WHEREAS, Tenant owns the adjacent property located at 11303 Beach Road, which is improved with a structure that it plans on converting into a clubhouse for use by the community ("the Benefitted Property") ; and

WHEREAS, Tenant desires to lease the Premises for use as parking lot in connection with the Benefitted Property; and

WHEREAS, the parties desire to enter into this Ground Lease which defines their respective rights, duties, and liabilities relative to the Premises.

NOW, THEREFORE, WITNESSETH in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereto agree as follows:

1. USE OF PREMISES

1.1 The Recitals are hereby incorporated as substantive provisions of this Lease.

1.2 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for the sole purpose of parking its regular- sized passenger vehicles in connection with its use of the Benefitted Property and for no other purpose whatsoever. Under no circumstances shall this Lease be construed as granting Tenant any right, title or interest of any kind or character in or about the property, land or premises of the County, except for the express purpose outlined herein.

Petitioner's No. 3

1.3 Tenant hereby accepts the Premises in "As Is/Where Is" condition and as complying with all obligations of Landlord with respect to the condition, order, and repair thereof. Landlord makes no representation or warranty with respect to the condition or state of the land or its fitness or availability for any particular use, and Landlord shall not be liable for any latent or patent defect thereon.

1.4 Tenant shall not use or occupy or permit the Premises, or any part thereof, to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, in a manner which would in any way (a) violate any of the covenants, agreements, provisions and conditions of this Ground Lease; (b) make it difficult for either Landlord or Tenant to obtain fire or other insurance required hereunder at standard rates; (c) as will constitute a public or private nuisance; or (d) tend to impair or interfere with the character, reputation or appearance of the Premises.

2. TERM

This Agreement shall be for an Initial Term of approximately One (1) Year commencing upon execution of this Agreement by all parties and terminating on December 31, 2009. Thereafter, it shall be automatically renewed annually, unless otherwise sooner terminated in accordance with the provisions of Section 15 herein.

3. RENT

As Rent for the Premises, Tenant shall pay unto Landlord an Annual Nominal Rent of One Dollar (\$1.00) for the Initial Term, and any renewals.

4. QUIET ENJOYMENT

Landlord represents that it has the right and capacity to enter into this Lease. Landlord covenants and agrees that upon Tenant's paying the Rent and performing and observing all of Tenant's lease obligations, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation by anyone claiming paramount title or claims through Landlord subject, however, to the covenants, agreements, terms and conditions and other obligations of this Lease.

5. UTILITIES AND SERVICES

Tenant shall, at its sole cost and expense, be responsible for the furnishing of all utilities, including gas, electricity, light, heat, steam, power, water and sewer, or other services used in connection with the operation of the Premises,

and Tenant covenants and agrees to pay all charges therefore directly, to the applicable public utility or governmental authority furnishing such service to the Premises.

6. IMPROVEMENTS

Tenant covenants that it shall not make or suffer to be made any improvements, alterations, or additions to the Premises without obtaining the prior written consent of Landlord which consent may be withheld in the sole and absolute discretion of Landlord. All work done in accordance with any approved improvements, alterations, or additions shall be done in a good and workmanlike manner and in accordance with all applicable laws and ordinances of any public authority having jurisdiction over the Premises.

7. ASSIGNMENT

Tenant covenants and agrees not to assign this Lease in whole or in part, nor to sublease all or any part of the Premises nor permit other persons to occupy the Premises or any part thereof, nor to grant any license or concession for all or any part of the Premises, without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute subjective discretion. Any consent by Landlord to an assignment or subletting of this Lease shall not constitute a waiver of the necessity of such consent as to any subsequent assignment or subletting. Any consent by Landlord to an assignment or subletting of this Lease shall not relieve Tenant of any its liabilities or obligations hereunder, unless specifically agreed to, in writing, by Landlord. An assignment for the benefit of Tenant's creditors or otherwise by operation of law shall not be effective to transfer or assign Tenant's interest under this Lease unless Landlord shall have first consented thereto in writing.

8. PROPERTY LOSS DAMAGE

Landlord, its agents, contractors, servants or employees shall not be liable for any damage to property of Tenant or of others located on the Premises or entrusted to its or their employees nor for the loss of any property by theft or otherwise. All property of Tenant kept or stored on the Premises shall be so kept at the risk of Tenant only and Tenant shall indemnify and hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

9. COMPLIANCE WITH LAWS

9.1 Tenant, throughout the Term and at its sole expense, in its use and possession of the Premises shall keep in force all licenses, consents and permits necessary for the lawful use of the Premises for the purposes herein provided. It

is understood and agreed that Tenant, in making any alterations, additions, or repairs, as well as its use of the Premises, shall comply fully with all Federal and State Laws, County ordinances, and regulations of public authority, as well as the requirements of the Association of Fire Underwriters, or similar insurance body, all at Tenant's expense. Tenant covenants, at its expense, promptly to comply with and do all things required by any notice served upon it or upon Landlord in relation to said Premises or any part thereof, from any of the departments of the City or County, including the Health Department and Building Engineer's Office, State of Maryland or the United States, if the same shall be caused by Tenant's use of the Premises, or any alteration, addition or change thereof. Tenant shall pay all costs, expenses, claims, fines, penalties, and damages that may in any manner arise out of the failure of Tenant to comply with this covenant.

9.2 Tenant and its successors and assigns shall use and operate the Premises, at all times during the Term hereof, under and in compliance with all Federal and State of Maryland laws and regulations, and in compliance with all applicable Environmental Legal Requirements. "Environmental Legal Requirements" shall mean any applicable law relating to public health, safety or the environment, including, without limitation, relating to releases, discharges or emissions to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use and handling of polychlorinated biphenyls ("PCB's") or asbestos, or asbestos containing products, to the disposal, treatment, storage or management of solid or other hazardous or harmful wastes or to exposure to toxic, hazardous or other harmful materials (collectively "Hazardous Substances") to the handling, transportation, discharge or release of gaseous or liquid substance and any regulation or final order or directive issued pursuant to such statute or ordinance, in each case applicable to the Premises, or its operation, construction or modification, including without limitation the following: The Clean Air Act, the Federal Water Pollution Control Act ("FWPCA"), the Safe Drinking Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, as amended by the Solid and Hazardous Waste Amendments of 1984 ("RCRA"), the Occupational Safety and Health Act, the Emergency Planning and Community Right-to-Know Act of 1986, the Solid Waste Disposal Act, and any state statutes addressing similar matters, and any state statute providing for financial responsibility for clean-up or other actions with respect to the release or threatened release of any of the above referenced substances.

9.3 Tenant shall defend, indemnify and hold Landlord, its employees, agents, successors and assigns harmless from and against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including reasonable attorneys' fees, arising out of any violation of or

default in the covenants of this Section 9. The foregoing indemnifications shall survive the expiration or earlier termination of this Lease.

10. INSURANCE

10.1 At its sole cost and expense, Tenant shall maintain in full force and effect during the Term and any renewal thereof the following insurance coverages insuring against claims that may arise from or in connection with Tenant's operation and use of the Premises.

(a) Commercial general liability insurance with minimum limits of \$500,000.00 per occurrence and \$1,000,000.00 general aggregate for bodily injury, personal injury and property damage.

(b) Workers' compensation insurance with statutory limits and Employers Liability with a \$1,000,000.00 per accident limit for bodily injury or disease.

(c) Automobile liability insurance covering all owned, non-owned and hired vehicles with a \$1,000,000.00 per accident limit for bodily injury and property damage.

10.2 Tenant shall deliver to Landlord certificates of all insurance reflecting evidence of required coverages prior to initial occupancy and annually thereafter. "Baltimore County, Maryland" shall be named as an additional insured and said certificates shall be mailed or delivered to the following address:

George A. Klunk, Property Manager
Courthouse, 1st Floor
400 Washington Avenue
Towson, Maryland 21204

10.3 All insurance required under Section 10.1 of this Lease (i) shall be primary and non-contributory, (ii) shall provide for severability of interests, (iii) shall be issued by insurers licensed to do business in the State of Maryland and which are rated A:VII or better by *Best's Key Rating Guide*, (iv) shall be endorsed to include Landlord as additional insured (commercial general liability only), and (v) shall be endorsed to provide at least 30 days' prior notification of cancellation or material change in coverage to said additional insured. If Tenant shall not comply with the covenants made in this section Landlord may, at its option, cause the aforementioned insurance to be issued and in such event Tenant agrees to pay the premium for said insurance promptly upon Landlord's demand.

11. INDEMNIFICATION

11.1 Except when caused by the gross negligence or willful misconduct of Landlord, Tenant shall indemnify and save Landlord harmless from and against, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments, and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred or paid by or asserted against Landlord or Landlord's fee or other interest in the Premises by reason of or in connection with any of the following occurring during the Term:

(a) any negligent or tortious act on the part of Tenant or its contractors, subcontractors, or subtenants, or its or their agents, employees or invitees;

(b) any damage to person or property occurring on the Premises; or

(c) any failure on the part of Tenant to perform or comply with any of the terms, covenants, or conditions contained in and required of Tenant by this Lease.

11.2 In case any action or proceeding is brought against Landlord by reason of any claims described in Section 11.1, Tenant, if Landlord gives Tenant notice thereof, shall at Tenant's expense, resist or defend such action or proceeding.

12. REPAIRS AND MAINTENANCE

Tenant shall, throughout the Term of this Lease, at its own cost, and without any expense to Landlord, keep and maintain the Premises and any appurtenances to the Premises, in good order and repair, and in neat, safe, and clean condition. The foregoing repair obligation shall include, but not be limited to, lawn maintenance, trash removal, snow removal, and maintenance of any structures erected on the Premises.

13. ADVERTISING

Tenant hereby acknowledges that any Renewal Term of this Lease is subject to the advertising requirements of Section 3-9-110 of the Baltimore County Code. Accordingly, the Renewal Term shall not commence and this Lease shall be null and void unless it shall have been first advertised for three (3) successive weeks in one or more newspapers of general circulation in Baltimore County providing for a period in which to submit objections. The Renewal Term shall not commence and this Lease shall be null and void if objections are filed and it is determined by the Baltimore County Council that such objections should be sustained. Further, Tenant agrees to pay for the advertising costs as

required by the Baltimore County Code. It is further covenanted and agreed that this Lease shall be and is subject to approval and execution by the Baltimore County Executive or his duly authorized representative.

14. DEFAULTS/REMEDIES

Tenant covenants that if any monies payable by Tenant to Landlord hereunder be in arrears, or if Tenant shall default in performing or otherwise breach any of the other covenants, conditions and agreements herein contained, or if Tenant shall abandon the Premises, then Landlord shall have the right to terminate this Lease by delivering written notice to Tenant, at which time the Tenant's right to further possess the Premises shall terminate and Landlord shall be entitled to immediate possession of the Premises, provided Landlord shall so elect, but not otherwise. Landlord shall have the further right, in the event of Tenant's default as aforesaid, and irrespective of whether Landlord shall have elected to terminate the Lease and/or Tenant's right to further possession of the Premises, (i) to declare all Rent (including any amounts treated as Additional Rent) for the unexpired portion of the Term to be immediately due and payable and to collect the same by any manner not inconsistent with applicable law; (ii) to utilize and pursue all remedies provided for by law in order to (a) dispossess Tenant from the Premises; and (b) to distrain on Tenant's personal property; and (iii) to re-let the Premises for all or any remaining portion of the Term on such terms and conditions as Landlord in its sole discretion deems proper, with net rentals, after all expenses incident thereto, being applied against Tenant's rental obligations hereunder. All expenses, including reasonable attorneys' fees, incurred by Landlord in connection with enforcing its rights hereunder shall be paid by Tenant to Landlord as Additional Rent.

15. TAXES AND ASSESSMENTS

Tenant shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged or imposed, or which may become a lien or charge on or against the Premises, or any part of the Premises, the leasehold of Tenant in and under this Lease, the Premises described in this Lease, any building or buildings or any other improvements now or hereafter on the Premises, or on or against Tenant's estate created by this Lease that may be a subject of taxation, or on or against Landlord by reason of its ownership of the fee underlying this Lease, during the entire Term of this Lease.

16. WAIVER OF JURY TRIAL

TENANT WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDINGS BASED UPON, OR RELATED TO THIS LEASE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY TENANT AND TENANT ACKNOWLEDGES THAT NEITHER THE LANDLORD NOR ANY PERSON ACTING ON BEHALF OF THE LANDLORD HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. TENANT FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION AND AS EVIDENCE OF THIS FACT SIGNS THIS LEASE BELOW.

17. LANDLORD'S RIGHT OF ENTRY

Landlord and its agents, servants and employees, including any builder or contractor employed by Landlord, shall have the absolute unconditional right, license and permission, at any and all reasonable times, after not less than twenty-four (24) hours notice to Tenant (except in the case of an emergency where no such notice is required), to enter the Premises or any part thereof to inspect the same or for any purpose whatsoever relating to the safety, protection or preservation of the Premises.

18. NO WAIVERS

The exercise by Landlord of any right or remedy provided for in the Lease shall not preclude Landlord from simultaneously or subsequently exercising any other right or remedy Landlord has against Tenant, either as provided for herein or by applicable law. The failure of Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment by Landlord of its right to enforce such covenant or exercise such right in the future. The receipt by Landlord of Rent, with knowledge of a breach by tenant of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressly made in writing signed by a duly authorized representative of Landlord.

19. NOTICES

Any notice required by this Lease shall be hand-delivered, sent by recognized receipted courier, or by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Landlord: Robert J. Barrett, Director
Department of Recreation and Parks
105 W. Chesapeake Avenue, Suite 302
Towson, MD 21204
Phone: 410.887.3806

With copy to: George A. Klunk, Property Manager
Courthouse, 1st Floor
400 Washington Avenue
Towson, MD 21204
Phone: 410.887.8157

To Tenant: Dorothy M. Hinnant, President
Bowerman-Loreley Beach Community Association, Inc.
11303 Beach Road
White Marsh, MD 21162
Phone: 410.335.6964

20. TENANT'S AUTHORITY

If Tenant signs as a corporation, each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant has been and is qualified to do business in the state in which the Premises is located, that the corporation has full right and authority to enter into this Lease, and that all persons signing on behalf of the corporation were authorized to do so by appropriate corporate actions. If Tenant signs as a partnership, trust or other legal entity, each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant has complied with all applicable laws, rules and governmental regulations relative to its right to do business in the state and that such entity on behalf of Tenant was authorized to do so by any and all appropriate partnership, trust or other actions. Tenant agrees to furnish promptly upon request a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of Tenant to enter into this Lease.

21. RESERVATION OF GOVERNMENTAL AUTHORITY

As required by Section 3-9-110 of the Baltimore County Code, Landlord

expressly reserves the right and duty at all times to exercise full governmental control and regulation with respect to all matters connected with this Lease not inconsistent with the terms hereof.

22. TERMINATION

Either party may terminate this Ground Lease at any time by providing thirty (30) days prior written notice to the other party. Any such termination of this Agreement by a party shall not discharge that party or the other party from any obligation either may have to the other by reason of any transaction, loss, cost, damage, expense or liability which shall occur or arise (or the circumstances, events or basis of which shall occur or arise) prior to such termination, whether the same be known or unknown at the time of such termination.

23. MISCELLANEOUS

23.1. Captions; Gender. It is understood that the use of the singular herein shall include the plural and vice versa, and that the use of the masculine personal pronoun shall include all genders.

23.2. Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

23.3. Headings. All headings in this Lease are intended for convenience of reference only and are not to be deemed or taken as a summary of the provisions to which they pertain or as a construction thereof.

23.4. Successors and Assigns. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Tenant, its respective heirs, distributees, executors, administrators, successors, and their assigns.

23.5. Applicable Law. This Lease was made in the State of Maryland and shall be governed by and construed in all respects in accordance with the laws of the State of Maryland.

23.6. Integration of Agreements. This Lease contains the final and entire agreement of the parties with respect to any matters contained herein and

supersedes all prior negotiations and writings with respect thereto. This Lease may be modified only in writing and signed by the parties in interest at the time of the modification.

23.7. Third Party Beneficiary. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary, and the terms and conditions of this Lease shall be enforceable only by the parties hereto.

23.8 Amendment. This Lease may be amended by and only by an instrument executed and delivered by each party hereto.

23.9 Cumulative Remedies. All the rights and remedies herein given to Landlord for the recovery of the Premises because of the default by Tenant in the payment of any sums which may be payable pursuant to the terms of this Lease, or upon the breach of any of the terms thereof, or the right to reenter and take possession of the Premises upon the happening of any of the defaults or breaches of any of said covenants, or the right to maintain any action for Rent or damages, and all other rights and remedies allowed by law or in equity, are hereby reserved and conferred upon the Landlord as distinct, separate and cumulative remedies, and no one of them, whether exercised by the Landlord or not, shall be deemed to be an exclusion of any of the others.

(Signatures on Next Page)

IN WITNESS WHEREOF the parties have executed this Ground Lease the day and year first written above.

WITNESS:

BALTIMORE COUNTY, MARYLAND

Diana Fulk

By: [Signature]
Fred Homan
Administrative Officer

Reviewed and Approved

By: [Signature]
George A. Klunk, Property Manager

Reviewed and Approved

By: [Signature]
Robert J. Barrett, Director
Department of Recreation and Parks

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:
(Subject to execution by the duly authorized administrative official and the County Council, if required)

[Signature]
NANCY C. WEST (2762-1)
Office of the County Attorney

*Approval of Legal Form and Sufficiency Does Not Convey Approval or Disapproval of the Substantive Nature of This Transaction. Approval is Based Upon Typeset Document
--All Modifications Require Re-Approval.

NO CERTIFICATION NECESSARY

[Signature] 3/20/09 BT
Office of Budget and Finance Date

WITNESS:

BOWERMAN-LORELEY BEACH COMMUNITY ASSOCIATION, INC.

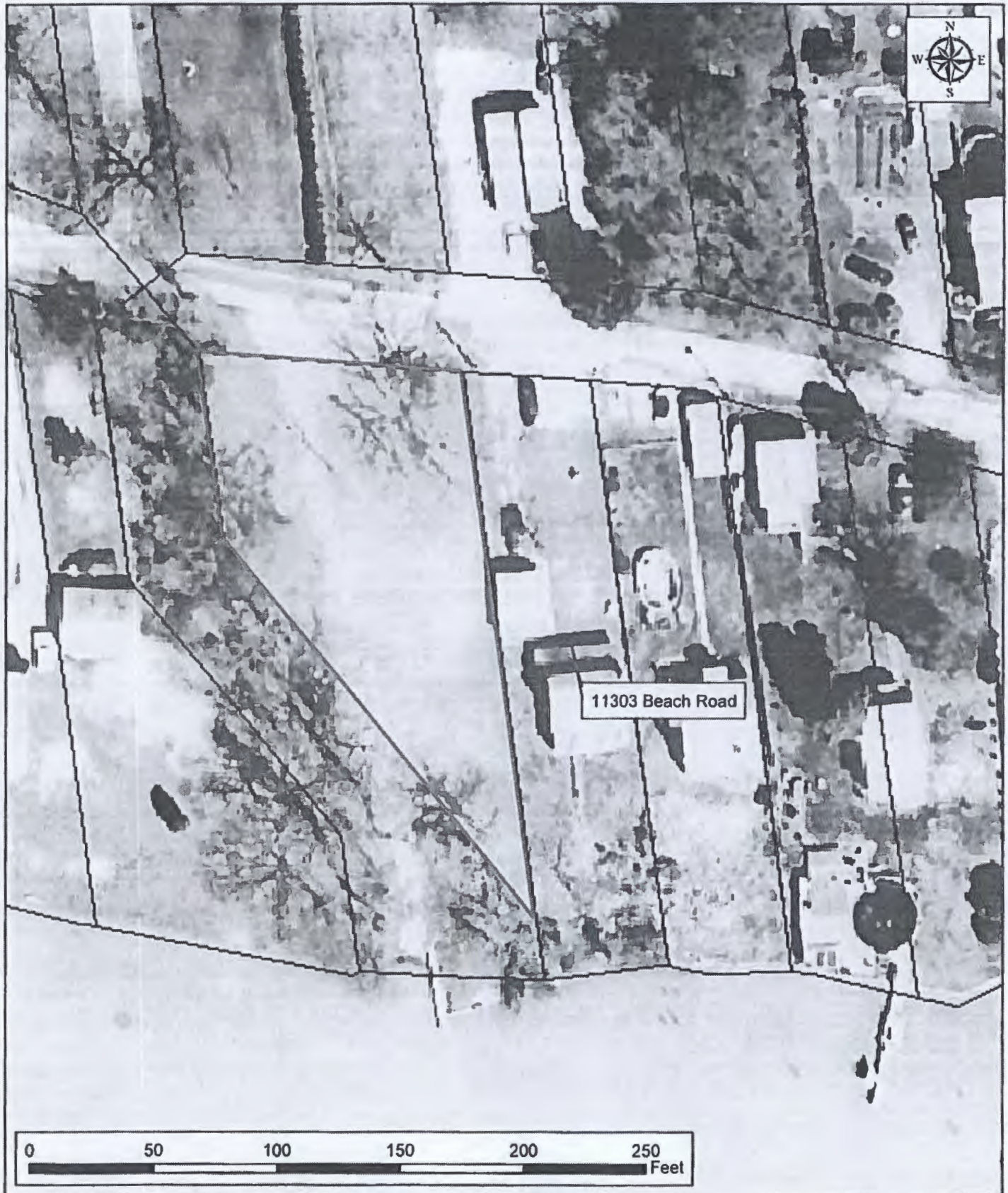
Elvera Mitchell

By: [Signature]
Dorothy M. Hinnant, President

Federal Tax ID No. 52- 1324070

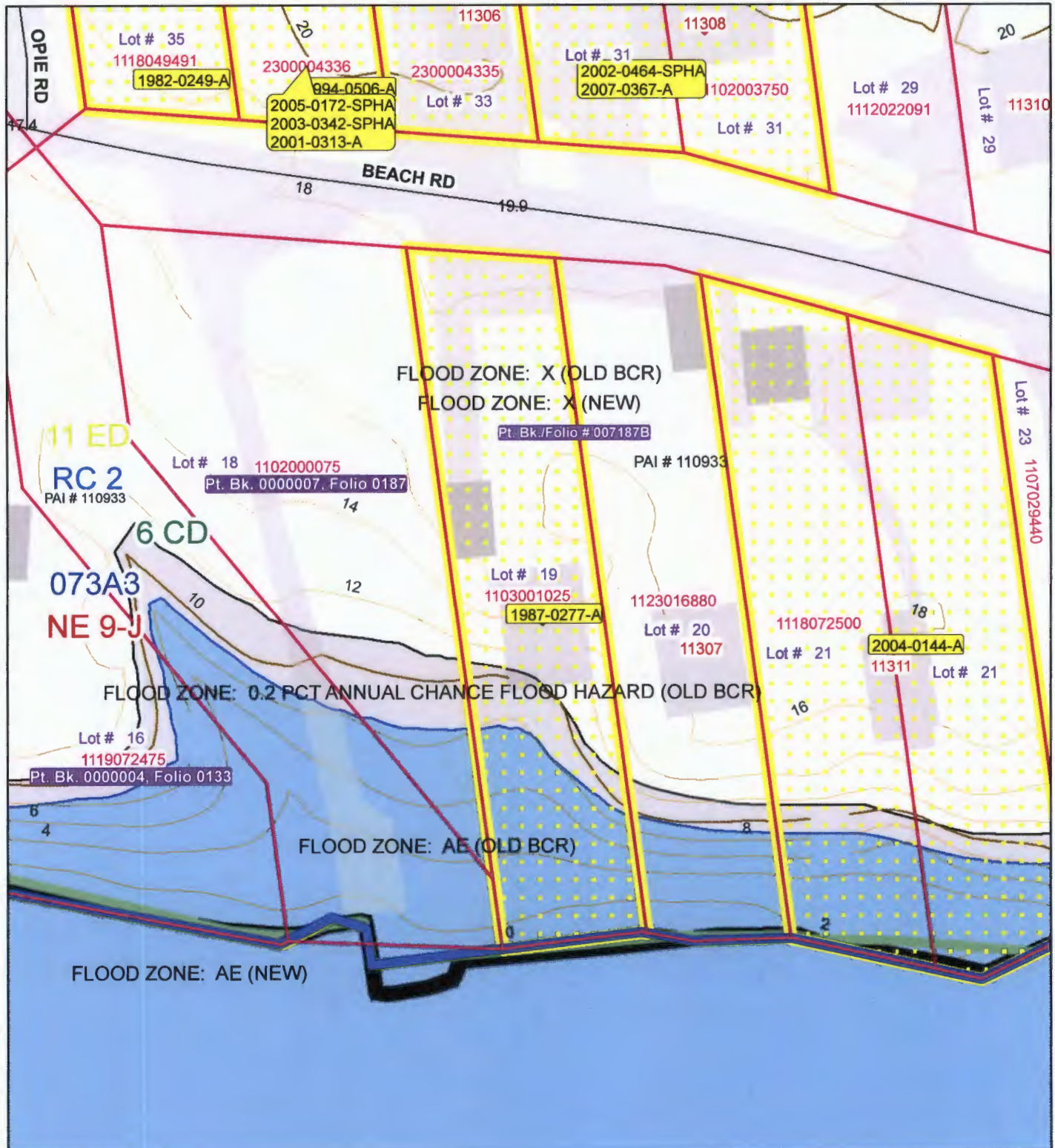
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Bird River Beach Shore Access Property Exhibit A



Aerial photography flown April 2005. The cadastral information on this plot was compiled from existing deed information, and is not to be considered authoritative. Map created by the Baltimore County Department of Recreation and Parks, September 2008.

Elevations and Flood Hazards



Publication Date: 9/3/2015



Publication Agency: Permits, Approvals & Inspections
Projection/Datum: Maryland State Plane,
FIPS 1900, NAD 1983/91 HARN, US Foot

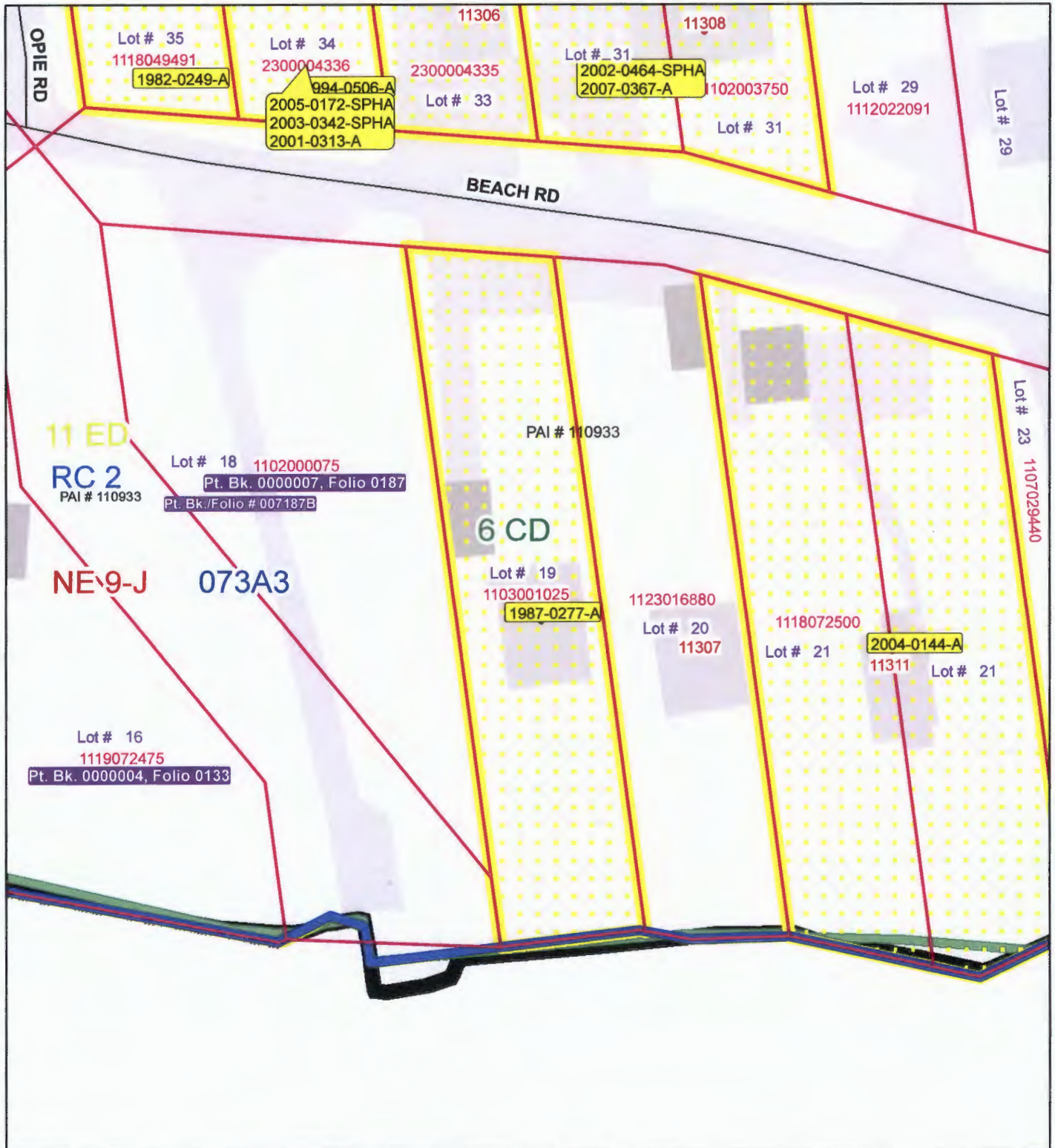


0 12.5 25 50 75 100 Feet

1 inch = 50 feet

Item #0064

11303 Beach Road



Publication Date: 9/3/2015



Publication Agency: Permits, Approvals & Inspections
Projection/Datum: Maryland State Plane,
FIPS 1900, NAD 1983/91 HARN, US Foot

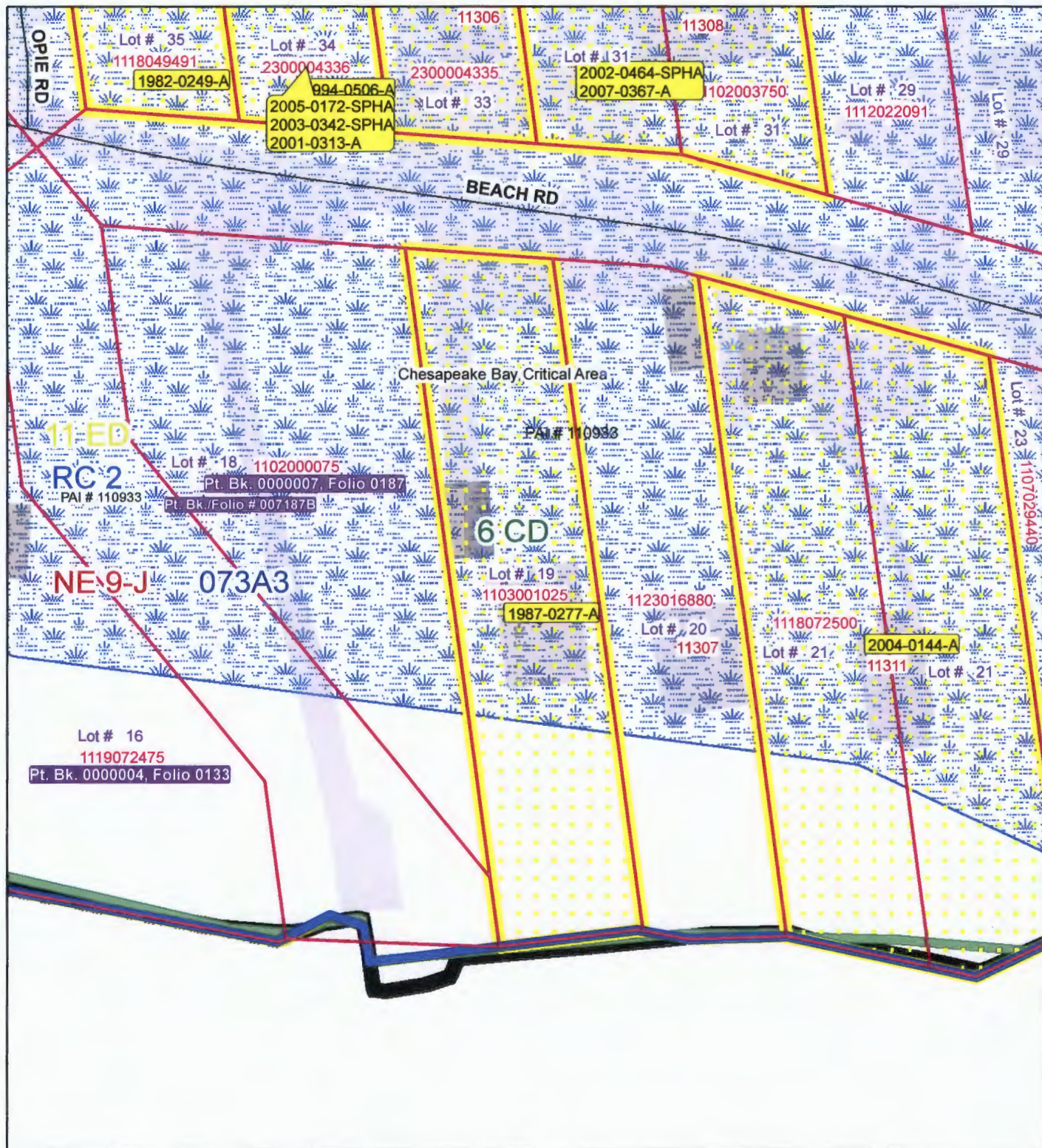


0 12.5 25 50 75 100 Feet

1 inch = 50 feet

Item #0064

Chesapeake Bay Critical Area



Publication Date: 9/3/2015



Publication Agency: Permits, Approvals & Inspections
Projection/Datum: Maryland State Plane,
FIPS 1900, NAD 1983/91 HARN, US Foot



0 12.5 25 50 75 100 Feet

1 inch = 50 feet

Item #0064

2A



ZONING NOTICE

CASE # 2016-0064-SPHXA

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

ROOM 205, JEFFERSON BUILDING
PLACE: 108 W. CHESAPEAKE AVE, TOWSON MD 21204
DATE AND TIME: MONDAY NOVEMBER 7, 2016
AT 1:00 PM

SPECIAL HEARING TO APPROVE A MODIFIED PARKING
PLAN AND FOR THE ADMINISTRATIVE LAW JUDGE TO
DETERMINE THE REQUIRED NUMBER OF PARKING
SPACES AND THEIR COMPENSATION AS MORE
PARTICULARLY SHOWN ON THE SITE PLAN TO
ACCOMPANY THE PETITION AND FOR SUCH OTHER
AND FURTHER RELIEF AS MAY BE REQUIRED BY THE
ADMINISTRATIVE LAW JUDGE FOR BALTIMORE COUNTY.

ZONING NOTICE

CASE # 2016-0065-SPHXA

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

ROOM 205, JEFFERSON BUILDING
PLACE: 108 W. CHESAPEAKE AVE, TOWSON MD 21204
DATE AND TIME: MONDAY NOVEMBER 7, 2016
AT 1:00 PM

SPECIAL EXCEPTION TO PERMIT A COMMUNITY
BUILDING OWNED BY A MEMBERSHIP CLUB OR
IMPROVEMENT ASSOCIATION AND USED BY ITS
MEMBER AND GUESTS FOR RECREATIONAL, SOCIAL,
EDUCATIONAL OR CULTURAL ACTIVITIES, AND FOR
SUCH OTHER AND FURTHER RELIEF AS MAY BE
REQUIRED BY THE ADMINISTRATIVE LAW JUDGE FOR BALTIMORE COUNTY.

ZONING NOTICE

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ACCOMPANY THE PETITION AND FOR SUCH OTHER
AND FURTHER RELIEF AS MAY BE REQUIRED BY THE
ADMINISTRATIVE LAW JUDGE FOR BALTIMORE COUNTY.

**BURGLARS
BEWARE
HOMES IN THIS
NEIGHBORHOOD
ARE BEING MONITORED**

**NO UNLAWFUL
(ATV'S)
VEHICLES ON ALL
PARKWAYS
NO
PARKING
ON
PARKWAYS**

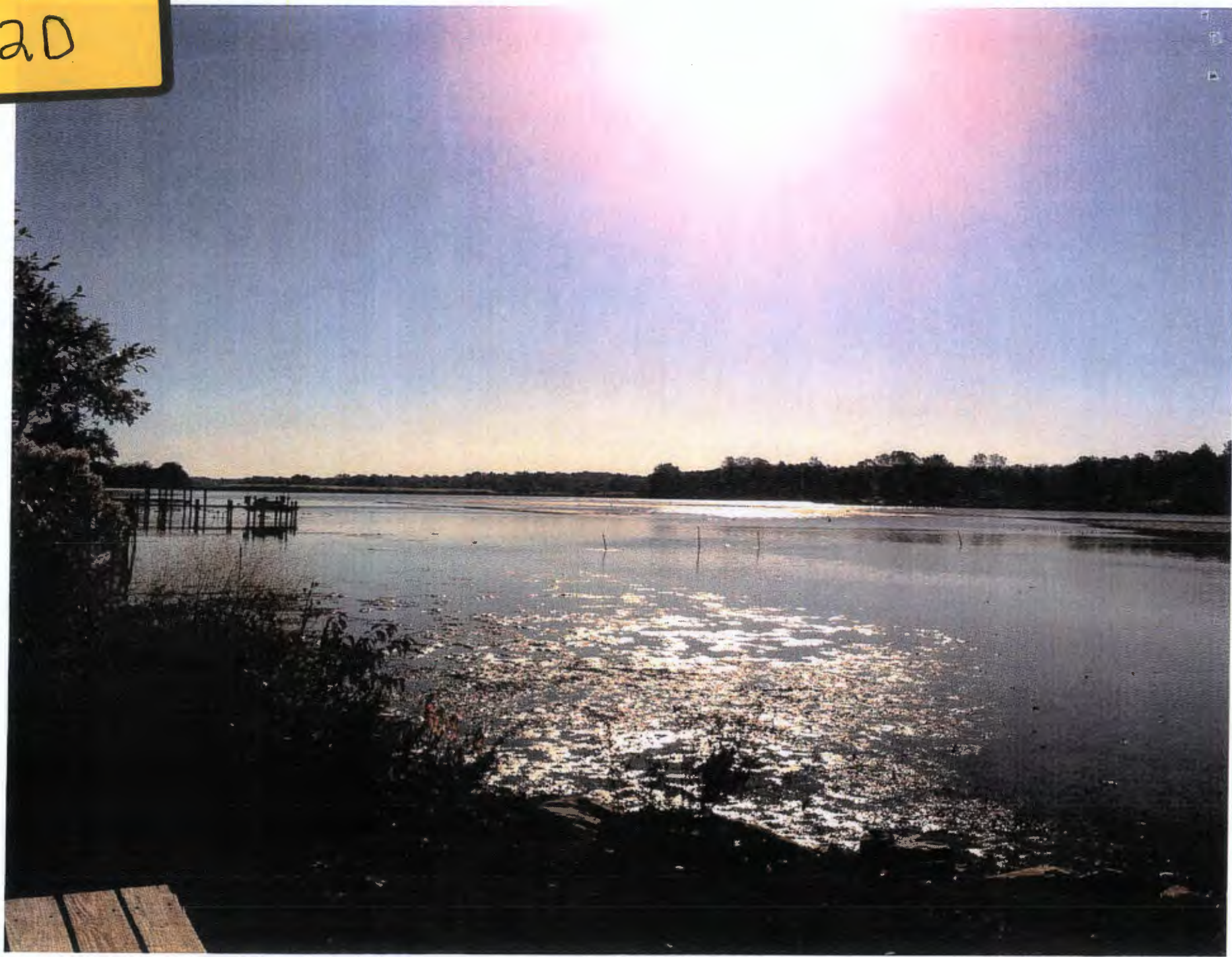
2B



2c



20



2E



2F



26



2H



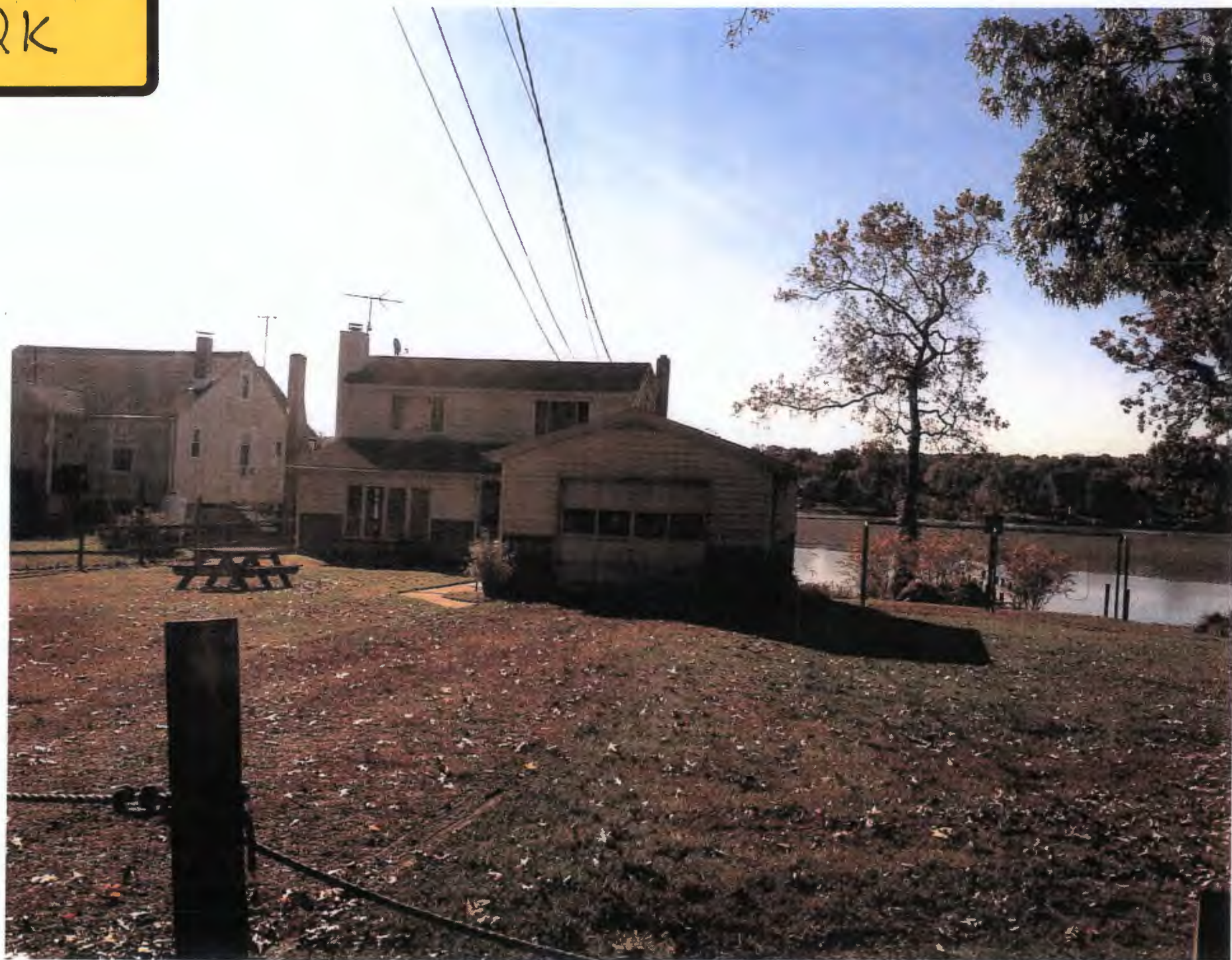
21



25



2K



2L



2M



2N



20



2P





Petitioner No. 4





46 Feet



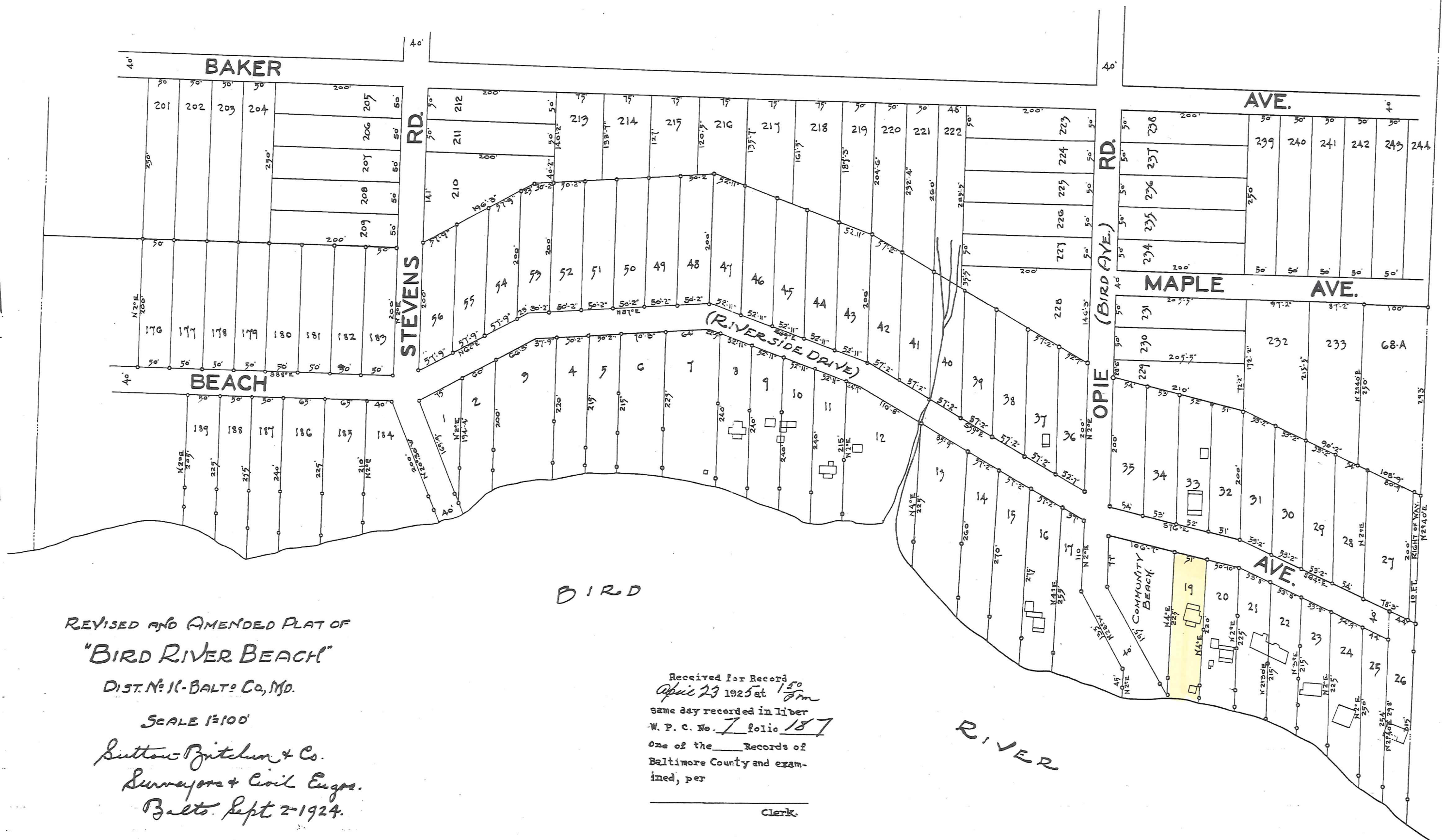
My Neighborhood Map

Created By
Baltimore County
My Neighborhood

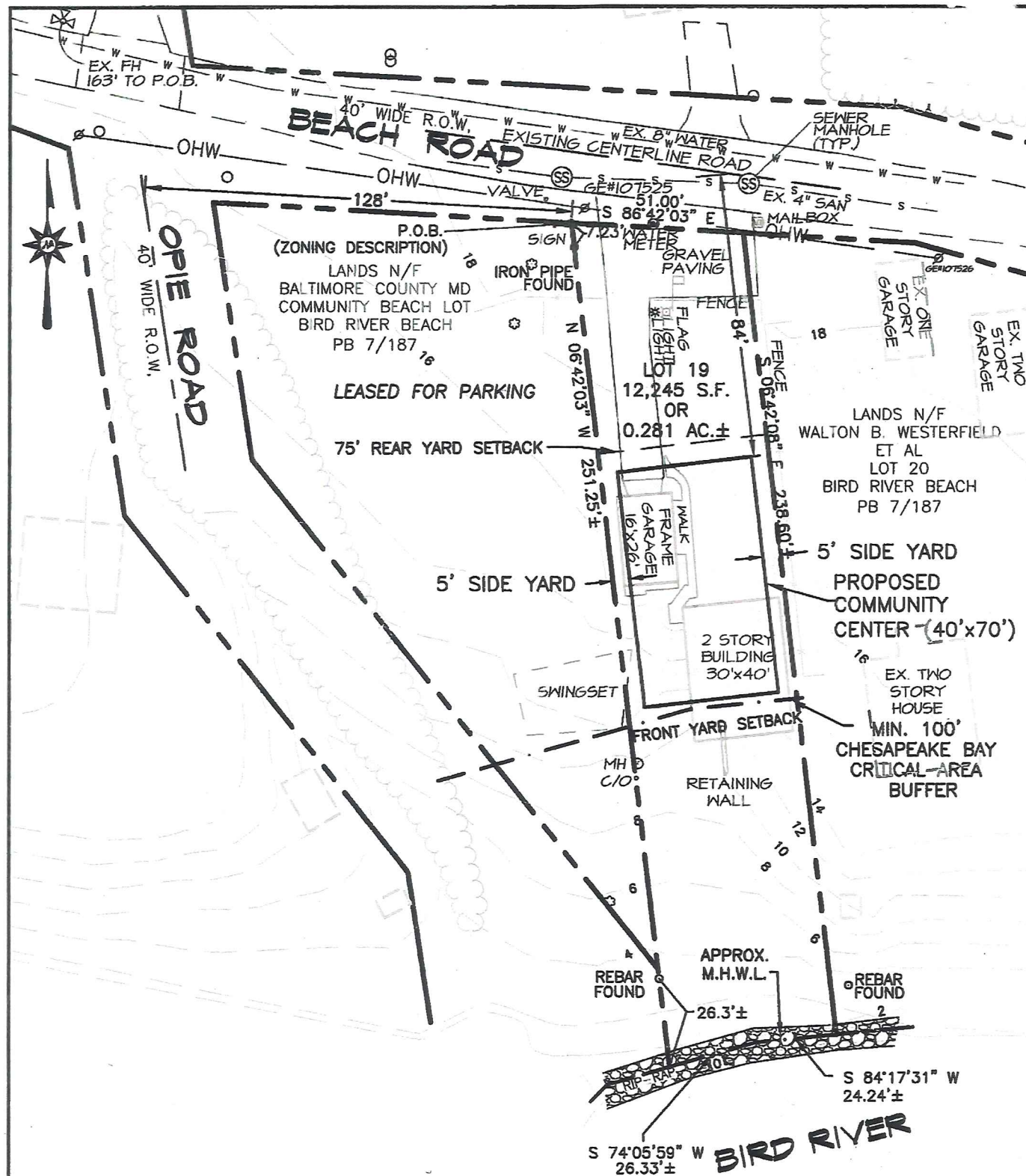


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Printed 11/2/2015



Item #0064

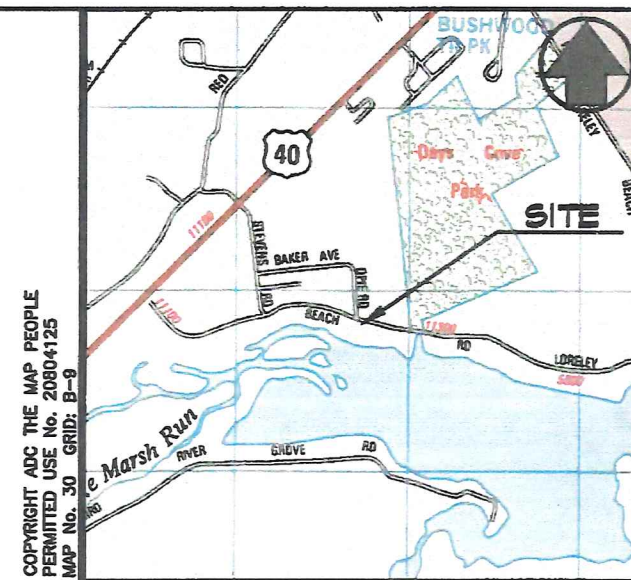


GENERAL NOTES

1. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO KNOWN WILDLIFE COMMUNITIES ASSOCIATED WITH THIS SITE.
2. THERE ARE NO KNOWN HISTORICAL STRUCTURES OR SITES ON THIS PROPERTY.
3. THERE ARE NO KNOWN HAZARDOUS MATERIALS ON THIS SITE.
4. THE BOUNDARY AND TOPOGRAPHY AS SHOWN HEREON IS FROM A SURVEY COMPLETED BY CNA, INC. ON 12/16/2013.
5. THIS SURVEY WAS PREPARED BASED ON DEED L.26926 F.202 WITHOUT BENEFIT OF A REVIEW OF AN ABSTRACT TITLE.
6. COORDINATES SHOWN HEREON ARE BASED ON THE MARYLAND COORDINATE SYSTEM NAD 83/2010 NORTH AS PROJECTED FROM RTK GPS OBSERVATIONS.
7. FOR PLAT REFERENCE SEE PLAT OF BIRD RIVER BEACH RECORDED IN PLAT BOOK 7/187 AND 4/133.
8. THIS PROPERTY IS NOT SUBJECT TO ANY PRIOR KNOWN ZONING CASES.

SITE DATA

1. OWNER/DEVELOPER: 11303 BEACH ROAD, LLC
c/o BOWERMAN LORELY
BEACH COMMUNITY ASSOCIATION, LLC
11303 BEACH ROAD
WHITE MARSH, MD 21162
ATTN: GEORGE L. PROCHASKA
2. PROJECT ADDRESS: 11303 BEACH ROAD
WHITE MARSH, MD 21162
3. TAX MAP INFO: TM 73 PARCEL 316
DEED REF. 26926/202, PLAT REF. 7/187
4. ZONING: RC2
5. ELECTION DISTRICT: 11
6. COUNCILMANIC DISTRICT: 56
7. PROPERTY TAX ACCOUNT NO.: 1103001025
8. EXISTING USE: COMMUNITY ASSOCIATION BUILDING
9. PROPOSED USE: COMMUNITY ASSOCIATION BUILDING
10. SITE AREA: 12,245 S.F. ± = 0.281 AC. ±
11. CENSUS TRACT: 411302
12. WATERSHED: BIRD RIVER
13. FLOOR AREA: 2,800 SF
14. BUILDING HEIGHT: MAX 35 FT
15. GROSS FLOOR AREA: 0.23
16. ALL SIGNAGE WILL COMPLY WITH BCZR SECTION 450.
17. THE PROPERTY IS SERVED BY PUBLIC UTILITIES.
18. THE PROPERTY IS NOT LOCATED WITHIN A FAILING AREA WITHIN THE BASIC SERVICES MAPS.
19. THE AMOUNT OF PARKING WILL BE DETERMINED BY THE ZONING COMMISSIONER.



LOCATION MAP

SCALE 1" = 2000'

EXISTING LEGEND

---	PROPERTY BOUNDARY
---	MINOR CONTOUR
---	MAJOR CONTOUR
---	CURB
X	FENCE
---	SETBACK
---	PROPERTY ADJOINERS
---	SOILS
---	EDGE OF ROAD
---	WATER UTILITY
---	SANITARY SEWER UTILITY
---	STORM DRAIN UTILITY
---	LIGHT
---	WATER VALVE
---	FIRE HYDRANT
---	CLEAN OUT
---	SIGN (TYP.)
---	POWER POLE

PROPOSED LEGEND

---	BUILDING
---	CURB
---	CONTOUR
---	STORM DRAIN
---	WATER UTILITY
---	SANITARY SEWER UTILITY
---	LIMITS OF DISTURBANCE

ZONING PREPARATION:



PLAN TO ACCOMPANY
SPECIAL EXCEPTION, VARIANCE, & SPECIAL HEARING
SEPTEMBER 2015

FOR
**BIRD RIVER BEACH
COMMUNITY BUILDING**
11303 BEACH ROAD

11TH ELECTION DISTRICT BALTIMORE COUNTY

Drawn: CRM Date: 09/09/2015 Scale: 1"=40' Job No: 13060

ENGINEERS SEAL

Professional Certification: I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 20167, Expiration Date: 08/30/2017.

#2016-0064-SPHXA

Petitioner's No. 1

SURVEY BY:
CNA
engineers, surveyors & landscape architects

Civil Engineers • Land Surveyors • Landscape Architects
Planners • Geotechnical Engineers • Environmental Engineers
216 Ocean Road
Fleet 101, Maryland 21050
Phone (410) 576-7200 • Fax (410) 539-1811
E-mail: cna@engineers.com

N:\Design\13060\13060-Beach Road\13060-Site Plan.dwg

