

IN RE: **PETITIONS FOR SPECIAL HEARING *
AND VARIANCE**

(2025 Jolly Road) *
3rd Election District *
2nd Council District *
Leah C. Lewis-Garber & Jeffrey A. Garber *
Legal Owners *

Petitioners *

BEFORE THE

OFFICE OF

ADMINISTRATIVE HEARINGS

FOR BALTIMORE COUNTY

Case No. 2020-0213-SPHA

* * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings (“OAH”) for consideration of Petitions for Special Hearing and Variance filed on behalf of Leah C. Lewis-Garber & Jeffrey A. Garber legal owners (“Petitioners”) for the property located at 2025 Jolly Rd., Pikesville (the “Property”). The Special Hearing relief was filed pursuant to §500.7 of the Baltimore County Zoning Regulations (“BCZR”), to approve a proposed addition to an existing dwelling that will be used as an accessory in-law apartment, a garage, and additional bedrooms and bathrooms. Variance relief was also requested from BCZR § 400.4.A.1(a) to approve a proposed addition to an existing dwelling to be used as an accessory in-law apartment that will be 40% (1,065 sq. ft.) of the overall floor area of the existing floor area, which is 2,680 sq. ft., in lieu of the required maximum of one-third (33% x 2,680 = 884 sq. ft.) of the overall floor area of the existing dwelling, and from BCZR, §1B02.3.B to approve a proposed addition to an existing dwelling with a side setback of zero (0) ft. and a sum of 15.8 ft. in lieu of the required minimum of 15 ft. and a sum of 40 ft.

Due to COVID-19 pandemic, a public WebEx hearing was conducted virtually in lieu of an in-person hearing. The Petition was properly advertised and posted. Petitioner, Leah C. Lewis-Garber and her father-in-law and mother-in-law, Lawrence Olivia and Karen Olivia, appeared in support of

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Date 11/29/21

By D. Mignon

the requests. Herbert Burgunder, III, Esquire represented the Petitioners. There were no Protestants or interested persons in attendance.

Zoning Advisory Committee ("ZAC") comments dated September 17, 2020 and November 9, 2021 were received from the Department of Planning ("DOP") which agency opposed the requested relief. There were no ZAC Comments from Department of Environmental Protection and Sustainability ("DEPS") or Development Plans Review.

The Property is approximately 26,910 sq. ft. As shown in the aerial photograph, it is improved with a 2,680 sq. ft. ranch style home comprised of a 1,780 sq. ft. living area and a 900 sq. ft. finished basement, which was constructed in or about 1976, and was angled differently toward Jolly Rd. than other homes in the neighborhood. (Pet. Ex. 5). The street view of the rear of the home shows that it was built into the hill of the side yard. (Pet. Ex. 6 - originally contained in the file). The Property is zoned Density Residential (DR 2). (Pet. Ex. 2). As presented in the aerial photograph, the Property is oddly shaped with mature trees consuming the rear yard. (Pet. Ex. 5).

The Petitioners propose to construct a 2-story addition onto their home with an attached 2-car garage. (Pet. Ex. 1). One corner of the proposed garage will be setback one (1) ft. from the Property line with 2027 Jolly Rd. (the Engels). (Pet. Ex. 1). According to the Site Plan, the ground level/basement of the addition or 1,065 sq. ft., is proposed to be used as the in-law apartment for the Olivias. (Pet. Ex. 1). Mr. Olivia, who is in the construction business, plans to build the addition. In addition to the existing dwelling measuring 2,680 sq. ft., the new first floor addition or 852 sq.ft., as well as the new 2-car garage measuring 536 sq.ft., will be occupied and used by the Petitioners and their expanding family. Floor plans of the proposed addition with each floor were submitted. (Pet. Ex. 3). The floor plans show a 2-person elevator from the garage

level to the in-law apartment. It also shows that the in-law apartment will have 2 bedrooms, one bathroom, a kitchen area and living room. (Pet. Ex. 3-A). Windows will be installed for the in-law suite as shown elevations. (Pet. Ex. 3-C).

The first floor plan to be used by the Petitioners labels certain rooms as 'suite/apt1' and 'guest/care taker room.' (Pet. Ex. 3-B). Ms. Lewis-Garber explained that the first floor plan was originally designed as an in-law suite for her father. However, he unfortunately passed away prior to this approval. She confirmed that, notwithstanding these labels, they will use the first floor addition and garage for her family's use and that it will not be rented as apartments. Mr. Olivia explained that the materials on the addition will match the materials on the existing house. He also added that one tree which is dead must be removed in order to construct the addition.

SPECIAL HEARING

A hearing to request special zoning relief is proper under BCZR, §500.7 as follows:

The said Zoning Commissioner shall have the power to conduct such other hearings and pass such orders thereon as shall, in his discretion, be necessary for the proper enforcement of all zoning regulations, subject to the right of appeal to the County Board of Appeals as hereinafter provided. The power given hereunder shall include the right of any interested person to petition the Zoning Commissioner for a public hearing after advertisement and notice to determine the existence of any purported nonconforming use on any premises or to determine any rights whatsoever of such person in any property in Baltimore County insofar as they are affected by these regulations.

"A request for special hearing is, in legal effect, a request for a declaratory judgment." *Antwerpen v. Baltimore County*, 163 Md. App. 194, 877 A.2d 1166, 1175 (2005). And, "the administrative practice in Baltimore County has been to determine whether the proposed Special Hearing would be compatible with the community and generally consistent with the spirit and intent of the regulations." *Kiesling v. Long*, Unreported Opinion, No. 1485, Md. App. (Sept. Term 2016).

Based on the testimony and exhibits, I find that the Petition for Special Hearing for an accessory apartment contained on the ground level of the proposed addition, will comply in all respects with BCZR, §400.4.A.

As required by BCZR, §400.4.A.1.c, the evidence was that the in-law apartment will connect to the existing electric, utility, water and sewer in the home. The proposed use will not be detrimental to environmental or natural resources as there is only 1 tree which would have been removed without the addition because, according to the Petitioners, it is dead.

Petitioners have executed and will file in the Land Records of Baltimore County a Declaration of Understanding as contained in the file which outlines compliance with BCZR, §400.4. The proposed accessory apartment will be used exclusively by the Olivias (Mr. Garber's mother and her husband) and therefore, it meets the definition of 'accessory apartment' under BCZR, §101 and complies with BCZR, §400.4.A.1.b. Given the limitation as a temporary use for people related by blood or marriage, I find that the proposed in-law apartment on the ground floor of the addition will not be detrimental to the health, safety or general welfare of the surrounding community. In-law apartments are consistent with the DR2 zone as contemplated in BCZR, §400.4. An accessory apartment within the same home where the Petitioners' reside with their family, will be useful to this extended family in the event that the Petitioners are in need of assistance in their later years.

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.

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Date

By

11/29/21
J. M. Magon

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

The Property is irregularly shaped and the home, constructed in 1976 was built into the side of a hill and was not set parallel to Jolly Rd. These unique features make constructing an addition and garage challenging. In particular, because the house sits at an odd angle, one corner of the proposed garage needs to be within 1 ft. of the Property line rather than the required 15 ft. under BCZR, §1B02.3.B. Because the Petition seeks Variance relief for a zero foot setback from the Engels Property line, the DOP objected to the variance relief. This Petition appears to be in error and/or was changed from the initial filing because the Site Plan reveals a 1 ft. setback. I find that the 1 ft. setback for the Petitioners' garage is unavoidable due to the positioning of the house. Given that the Engels and Petitioners have agreed to execute a maintenance agreement and given that the one (1) dead tree located on the Petitioners' Property will be removed prior to construction, this requested variance relief will not be detrimental to the Engels or to their successors in title.

In regard to requested Variance relief to approve an in-law apartment that will be 40% (1,065 sf) of the existing overall floor area (2,680 sf) in lieu of the required maximum 1/3 of the overall floor area, the DOP calculations and objection to the requested relief is understandable. It was not until the testimony was taken and the exhibits were reviewed at the hearing that the proposed plan as to which spaces would be used by the Olivias and by the Petitioners, became clearer. In its November 9, 2021 ZAC Comment, DOP used 1,780 sf above grade as the floor area and calculated the proposed addition as 1,625 sq. ft. I agree with the DOP that BCZR, §400.4.A is not the model of clarity when considering a new addition to an existing home, part of which will include an in-law apartment. However, I interpret the 'overall floor area of the dwelling' to include

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By

11/29/21
L. M. Manganon

the existing dwelling, the new addition, the new garage and the proposed in-law apartment spaces as follows:

2,680 sq. ft. - existing
1,065 sq. ft. - new in-law apartment
852 - new first floor
536 - new garage
5,133 sq. ft.

Using the 5,133 sq. ft., overall floor area, the 1,065 sq. ft., in-law apartment is only 1/5 (20%) of the overall floor area. Accordingly, this variance relief is not needed.

With regard to the requested Variance relief for the side yard setback, I find that the peculiar placement of the house on the Property is the cause of the need for a 1 ft. setback at one corner of the garage. Because that corner is a garage and not a room occupied by the Petitioners or their family members, I do not see a detrimental effect on the Engels' home which is still 22.7 feet away from the Property line. Moreover, the Engels support of this relief and willingness to enter into a maintenance agreement, eliminates any concern of injury to this adjacent property. Having heard the evidence, it is now clear that the in-law apartment contained on the ground floor and almost entirely in the rear yard, this will not interfere with the Engels' use and enjoyment of their property.

THEREFORE, IT IS ORDERED this 29th day of **November, 2021**, by this Administrative Law Judge, that the Petition for Special Hearing seeking relief pursuant to BCZR, §500.7 to approve an accessory in-law apartment (1,065 sf) within a proposed addition to an existing dwelling, be, and it is hereby **GRANTED**; and

IT IS FURTHER ORDERED that the Petition for Variance seeking relief pursuant to BCZR, §400.4.A.1(a) to approve a proposed addition to an existing dwelling to be used as an accessory in-law apartment that will be 40% (1,065 sq. ft.) of the overall floor area of the existing

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floor area, which is 2,680 sq. ft., in lieu of the required maximum of one-third (33% x 2,680 = 884 sq. ft.) of the overall floor area of the existing dwelling, be, and it is hereby **DISMISSED**; and

IT IS FURTHER ORDERED that the Petition for Variance seeking relief from BCZR, §1B02.3.B to approve a proposed addition to an existing dwelling with a side setback of one (1) ft. and a sum of 15.8 ft. in lieu of the required minimum of 15 ft. and a sum of 40 ft. be, and they are hereby **GRANTED**.

The relief granted herein shall be subject to the following:

1. Petitioners may apply for necessary permits and/or licenses upon receipt of this Order. However, Petitioners are hereby made aware that proceeding at this time is at their 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, Petitioners would be required to return the subject property to its original condition.
2. The proposed in-law apartment shall not be used for commercial purposes.
3. The accessory apartment shall not be converted into a second dwelling beyond the scope of BCZR, §400. The accessory apartment shall only be utilized by the persons named in the Declaration of Understanding and may not be used or occupied by any person other than those persons listed for any other reason (including family members). When the accessory apartment is no longer occupied by any persons named in the use permit, or if the Property is sold, the use permit shall terminate. Upon termination, the renovations constructed for the accessory apartment will be removed and the accessory building will be restored to its original condition.
4. The accessory apartment shall not have separate utility, gas and electric and/or water/sewerage connections or services.
5. Prior to the issuance of the use permit, Petitioners shall file and record at their expense, an executed and notarized Declaration of Understanding along with a property description and a copy of the Proposed Architectural Floor Plans (Pet. Ex. 3A-3C), as well as a copy of this Order, in the Land Records of Baltimore County, and shall file a copy of the same with the Department of Permits, Approvals and Inspections.
6. Petitioners shall renew the use permit with Department of Permits, Approvals and Inspections every two (2) years by filing a renewal on a form approved by Department of Permits, Approvals and Inspections, to be dated from the month of the Order herein, and shall list the name of any person occupying the accessory apartment.

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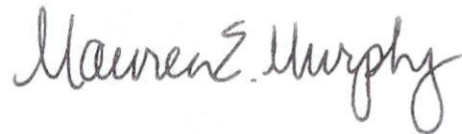
Date

By

11/29/21
J. Mignani

7. Petitioners shall execute and record in Land Records of Baltimore County, at their expense, a Maintenance Agreement with Peter and Bonnie Engel in accordance with this Opinion.

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



MAUREEN E. MURPHY
Administrative Law Judge
for Baltimore County

MEM/dlm

ORDER RECEIVED FOR FILING

Date 11/29/21

By J. M. Magon



AMENDED - PETITION FOR ZONING HEARING 3(S)

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: 2025 Jolly Road _____ which is presently zoned DR-2
 Deed References: 41367/260 _____ 10 Digit Tax Account # 1800002173
 Property Owner(s) Printed Name(s): Leah C. Lewis-Garber and Jeffrey A. Garber

(SELECT THE HEARING(S) BY MARKING X 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. X a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County.

(SEE ATTACHED)

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

3. X a Variance from Section(s)

(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 _____ City _____ State _____

Zip Code _____ Telephone # _____ Email Address _____

Attorney for Petitioner:

Herbert Burgunder III

Name- Type or Print

Signature

1501 Sulgrave Avenue, Suite 311, Baltimore Maryland

Mailing Address _____ City _____ State _____

21209 / 410-664-6500 / hb3@rimonlaw.com

Zip Code _____ Telephone # _____ Email Address _____

Legal Owners (Petitioners):

Leah C. Lewis-Garber

Jeffrey A. Garber

Name #1 - Type or Print

Name #2 - Type or Print

Signature #1

Signature #2

2025 Jolly Road Baltimore, Maryland

Mailing Address _____ City _____ State _____

21209 / 240-899-4984 / leah.chaya@gmail.com

Zip Code _____ Telephone # _____ Email Address _____

Representative to be contacted:

Herbert Burgunder III

Name - Type or Print

Signature

1501 Sulgrave Avenue, Suite 311 Baltimore Maryland

Mailing Address _____ City _____ State _____

21209 / 410-664-6500 / hb3@rimonlaw.com

Zip Code _____ Telephone # _____ Email Address _____

CASE NUMBER 2020-0213-SPHA Filing Date 8/18/2021 Do Not Schedule Dates: _____

Reviewer RJ

AMENDED

REV. 10/4/11

2025 Jolly Road

Zoning Case no. 2020-0213-SPHA (Amended)

Special Hearing: To approve a proposed addition to an existing dwelling that will be used as an Accessory In-Law Apartment, a garage, and additional bedrooms and bathrooms; and

Variance from Section 400.4.A.1(a) – to approve a proposed addition to an existing dwelling to be used as an Accessory In-law Apartment that will be 40% (1,065 s.f.) of the overall floor area of the existing floor area, which is 2,680 s.f., in lieu of the required maximum of one-third ($33\% \times 2,680 = 884$ s.f.) of the overall floor area of the existing dwelling; and

Variance from Section 1B02.3.B – to approve a proposed addition to an existing dwelling with a side setback of 0' and a sum of 15.8 feet, in lieu of the required minimum of 15 feet and a sum of 40 feet.

AMENDED 2020-0213-SPHA

2025 Jolly Road

Zoning Case no. 2020-0213-SPHA (Amended)

Special Hearing: To approve a proposed addition to an existing dwelling that will be used as an Accessory In-Law Apartment, a garage, and additional bedrooms and bathrooms; and

Variance from Section 400.4.A.1(a) – to approve a proposed addition to an existing dwelling to be used as an Accessory In-law Apartment that will be 40% (1,065 s.f.) of the overall floor area of the existing floor area, which is 2,680 s.f., in lieu of the required maximum of one-third ($33\% \times 2,680 = 884$ s.f.) of the overall floor area of the existing dwelling; and

Variance from Section 1B02.3.B – to approve a proposed addition to an existing dwelling with a side setback of 0' and a sum of 15.8 feet, in lieu of the required minimum of 15 feet and a sum of 40 feet.

AMENDED

2020-0213-SPHA

PROPERTY DESCRIPTION

2025 JOLLY ROAD

PARCEL ONE: BEING KNOWN AND DESIGNATED as Lot No. 14, Block J, as shown on Plat 2, Section 5, Green Gate, which Plat is recorded among the Land Records of Baltimore County, Maryland, in Plat Book E.H.K., Jr. No. 38, Folio 77. The improvements thereon being known as 2025 Jolly Road.

PARCEL TWO: BEGINNING for the same at a pipe, said point being the common rear corner of Lot No. 14 and Lot No. 15 of Block J, Plat 2, Section 5, Green Gate, and recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 38, Folio 77, also said point being North 86 degrees 15 minutes 00 seconds East 17.58 feet from the point No. 3383 whose coordinates are North 31, 899.10 and West 15, 814.53 as shown on the above-referred Plat; and running thence and binding partly on the rear lot line of said Lot No. 15: (1) North 86 degrees 15 minutes 00 seconds East 25.37 feet to a pipe now set and running thence for the new division line; (2) North 00 degrees 44 minutes 52 seconds West 131.93 feet to a pipe set on the common line of Lot No. 14 and Lot No. 15 as shown on said Plat; and running thence and binding partly on the said common lot line of said Lot No. 14 and Lot No. 15; (3) South 10 degrees 01 minutes 00 seconds West 135.65 feet to the place of beginning.

AMENDED - 2020-0213-SPH/A

The Daily Record

200 St. Paul Place Suite 2480
Baltimore, Maryland 21202
1 (443) 524-8100
www.thedailyrecord.com

PUBLISHER'S AFFIDAVIT

Order #: 12047690
Case #: 2020-0213-SPHA
Description:

NOTICE OF ZONING HEARING - CASE NUMBER:
2020-0213-SPHA

We hereby certify that the annexed advertisement was published in **The Daily Record**, a daily newspaper published in the State of Maryland 1 times on the following dates:

10/26/2021



Darlene Miller, Public Notice Coordinator
(Representative Signature)

Baltimore County

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 virtual hearing on the property identified herein as follows:

CASE NUMBER: 2020-0213-SPHA

2025 Jolly Road

Southside of Jolly Rd., southeast of centerline of intersection with Pleasant Cross Dr.

3rd Election District- 2nd Councilmanic District

Legal Owners: Jeffrey Garber, Leah Lewis-Garber

Special Hearing to approve a proposed addition to an existing dwelling that will be used as an accessory in-law apartment, a garage, and additional bedrooms and bathrooms. Variance to approve a proposed addition to an existing dwelling to be used as an accessory in-law apartment that will be 40% (1,065 SF) of the overall floor area of the existing floor area, which is 2,680 SF, in lieu of the required maximum of one-third (33% x 2,680 = 884 SF) of the overall floor area of the existing dwelling. To approve a proposed addition to an existing dwelling with a side setback of 0 FT and a sum of 15.8 FT in lieu of the required minimum of 15 FT and a sum of 40 FT.

Hearing: Monday, November 15, 2021 at 11:00 a.m.

For information on how to participate in the hearings please go to www.baltimorecountymd.gov/admin/hearings no later than 48 hours prior to the hearing. You will be asked to provide your contact information and the case number provided above. You may also call 410-837-3863, ext. 0.

Pete Gutwald

Director of Permits, Approvals and Inspections for Baltimore County

o26

CERTIFICATE OF POSTING

ATTENTION: KRISTEN LEWIS

DATE: 10/25/2021

Case Number: 2020-0213-SPHA

Petitioner / Developer: HERBERT BURGUNDER III, ESQ. ~

MR. & MRS. GARBER

Date of Hearing: NOVEMBER 15, 2021

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:
2025 JOLLY ROAD

The sign(s) were posted on: OCTOBER 25, 2021

ZONING NOTICE

CASE # 2020-0213-SPHA

The Administrative Law Judge of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a virtual hearing on the property identified herein as follows:

**DATE AND TIME: MONDAY, NOVEMBER 15, 2021
AT 11:00 A.M.**

SPECIAL HEARING TO APPROVE A PROPOSED ADDITION TO AN EXISTING DWELLING THAT WILL BE USED AS AN ACCESSORY IN-LAW APARTMENT, A GARAGE, AND ADDITIONAL BEDROOMS AND BATHROOMS. VARIANCE TO APPROVE A PROPOSED ADDITION TO AN EXISTING DWELLING TO BE USED AS AN ACCESSORY IN-LAW APARTMENT THAT WILL BE 40% (1,065 SF) OF THE OVERALL FLOOR AREA OF THE EXISTING FLOOR AREA.

For information on how to participate in the hearings Go to www.baltimorecountymd.gov/adminhearings. You will be asked to provide your contact information and the case number above. You may also call 410-887-3868 ext. 0

1ST SIGN

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, MD 21030
(City, State, Zip of Sign Poster)

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

ZONING NOTICE

CASE # 2020-0213-SPHA

The Administrative Law Judge of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a virtual hearing on the property identified herein as follows:

DATE AND TIME: MONDAY, NOVEMBER 15, 2021
AT 11:00 A.M.

WHICH IS 2,680 SF. IN LIEU OF THE REQUIRED MAXIMUM OF ONE-THIRD (33% X 2,680 = 884 SF) OF THE OVERALL FLOOR AREA OF THE EXISTING DWELLING.
TO APPROVE A PROPOSED ADDITION TO AN EXISTING DWELLING WITH A SIDE SETBACK OF 0 FT AND A SUM OF 15.8 FT IN LIEU OF THE REQUIRED MINIMUM OF 15 FT AND A SUM OF 40 FT.
2025 JOLLY ROAD

For information on how to participate in the hearings
Go to www.baltimorecountymd.gov/adminhearings.
You will be asked to provide your contact information
and the case number above. You may also call
410-887-3868, ext. 0

2nd Sign @ 2025 Jolly Road ~ 10/25/2021
CASE # 2020-0213-SPHA



Background photo 1st set of Signs @ 2025 Jolly Road ~ 10/25/2021



Background Photo 2nd set of Signs @ 2025 Jolly Road ~ 10/25/2021

CASE # 2020-0213-SPHA

**DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS
ZONING REVIEW OFFICE**

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighbor 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 legal owner/petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least twenty (20) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the legal owner/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:

Case Number: 2020-0213-SPHA (AMENDED)
Property Address: 2025 JOLLY ROAD
Property Description: SOUTH OF PHEASANT CROSS RD
ON THE S.W. SIDE OF JOLLY RD.
Legal Owners (Petitioners): LEAHA AND JEFFREY GARDER
Contract Purchaser/Lessee: _____

PLEASE FORWARD ADVERTISING BILL TO:

Name: HERBERT BURGUNDER, II
Company/Firm (if applicable): RIMON LAW
Address: 1501 SULGRAVE AVE., SUITE 311
BALTIMORE, MD 21209
Telephone Number: 410 / 664-6500

RIMON

RIMON, P.C.
420 W MAIN ST, STE 101B
BOISE, ID 83702
(800) 930-7271
CA OPERATING ACCOUNT

JPMORGAN CHASE
1500 POLK STREET
SAN FRANCISCO, CA 94109
90-7162/3222

9285

3/16/2021

PAY TO THE ORDER OF Baltimore County

One hundred fifty dollars and NO/100's

\$ 150.00
DOLLARS

Amendment Fee

MEMO

Garber Case No. 2020-0213-SPHA

SECURITY FEATURES INCLUDED. DETAILS ON BACK

AUTHORIZED SIGNATURE

009285 322271627 825083959

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET AND FINANCE
MISCELLANEOUS CASH RECEIPT

No. 206737

Date: 7/22/2021

Fund	Dept	Unit	Sub Unit	Rev Source/Obj	Sub Rev/Obj	Dept	Obj	BS Acct	Amount
001	806	0000		6150					\$150.00

Total: \$150.00

Rec From: Rimon, P.C.

For: Petition Case Amendment

2025 Jolly Road

Case No. 2020-0213SPHA/21-1152

CASHIER'S
VALIDATION

DISTRIBUTION

WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER GOLD - ACCOUNTING
PLEASE PRESS HARD!!!!

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE MEMORANDUM

TO: C. Pete Gutwald
Director, Department of Permits, Approvals and Inspections

DATE: 11/9/2021

FROM: Steve Lafferty
Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
Case Number: 20-213 (Amended)

INFORMATION:

Property Address: 2025 Jolly Road
Petitioner: Leah Lewis-Garber, Jeffrey Garber
Zoning: DR 2
Requested Action: Special Hearing, Variance

The Department of Planning has reviewed the amended petition for Special Hearing and Variance to determine whether or not the Administrative Law Judge should permit the following:

Special Hearing:

- A proposed addition to an existing dwelling that will be used as an accessory apartment (in-law apartment), garage, and additional bedrooms and bathrooms.

Variance:

- An addition (in-law apartment) that will be 40% (1,065 SF) of the overall floor area of the existing floor area (2,680 SF), in lieu of the required maximum of one-third (884 SF) of the overall floor area of the existing dwelling.
- A side yard setback of zero (0) feet and a sum of side yard setback of 15.8 feet in lieu of the required 15 feet and 40 feet, respectively.

A site visit was conducted on September 2, 2020. The property appears to be well maintained with several mature trees. The site plan does not show the locations of trees and whether or not any would be removed. It has been a Department policy not to support zero (0) foot setbacks as they could create a situation where routine maintenance cannot be accomplished without trespass.

As with comments provided during the first petition, the proposed addition (apartment and garage) is nearly doubling the above grade footprint of the existing dwelling. According to SDAT, the existing dwelling is 1,780 square feet above grade. According to the site plan provided, the proposed addition is approximately 1,625 square feet total, maintaining a similar building footprint as the first petition. The difference being that a garage has been added to the addition, rather than just an apartment.

It should be noted that the site plan labels the proposed apartment (in-law suite) as 1-story, but the elevations provided depict a 2-story addition (Basement and Level 1) for the apartment section of the addition.

Providing the Declaration of Understanding is appreciated, but the Department maintains the previous opinion from the previous comments and thinks that the configuration and footprint of the existing dwelling and proposed addition, exceeds the combined square footage that the property is capable of supporting.

In most cases, the Department of Planning does not oppose accessory apartments nor garages, but does oppose the proposed addition's total square footage (footprint) and the zero (0) foot setback. Therefore, the Department recommends denial of the requested variances.

Should both the Special Hearing and Variances be approved, the Department of Planning would recommend the following conditions:

- The accessory apartment and garage should comply with Section 400.4 of the BCZR and shall not be used for commercial uses.
- The Petitioner should obtain a maintenance agreement with the adjacent property owner in order to maintain a structure with a zero (0) foot setback.

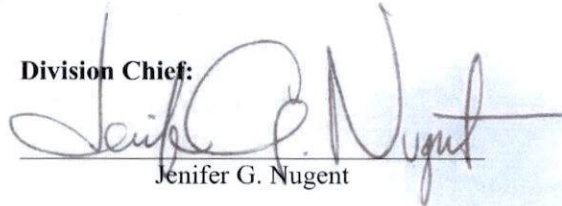
For further information concerning the matters stated herein, please contact Bill Skibinski at 410-887-3480.

Prepared by:



Krystle Patchak

Division Chief:



Jenifer G. Nugent

SL/JGN/KP/

c: Bill Skibinski
Herbert Burgunder III
Office of Administrative Hearings
People's Counsel for Baltimore County

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE MEMORANDUM

TO: Michael D. Mallinoff
Director, Department of Permits, Approvals and Inspections

DATE: 9/17/2020

FROM: C. Pete Gutwald
Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
Case Number: 20-213

-
INFORMATION:

Property Address: 2025 Jolly Road
Petitioner: Leah Lewis-Garber, Jeffrey Garber
Zoning: DR 2
Requested Action: Special Hearing, Variance

The Department of Planning has reviewed the petition for Special Hearing and Variance to determine whether or not the Administrative Law Judge should permit a proposed addition to be used as an accessory apartment (in-law apartment) and a side yard setback of zero (0) feet and a sum of side yard setback of 15.8 feet in lieu of the required 25 feet and 40 feet, respectively (1B02.3.C.1, BCZR).

A site visit was conducted on September 2, 2020. The property appears to be well maintained with several mature trees. The site plan does not show the locations of trees and whether or not any would be removed. It has been a Department policy not to support zero foot setbacks as they could create a situation where routine maintenance cannot be accomplished without trespass.

The proposed addition is essentially doubling the footprint of the existing dwelling. According to SDAT, the existing dwelling is 1,780 square feet above grade. According to the site plan provided, the proposed addition is approximately 1,800 square feet.

Although the Special Hearing will determine whether or not the addition/accessory apartment is permitted, there does not appear to be regulations pertaining to *new additions* becoming accessory apartments. The closest guidance is in BCZR Section 400.4 (Accessory Apartments). In that section, the apartment's square footage shall not exceed one-third of the overall floor area if within the existing dwelling (400.4.A.1.a) or if within an accessory building, it may not exceed 1,200 square feet (400.4.B.2). Using what the BCZR does say, the Department finds that the proposed addition exceeds the square footage that the property is capable of supporting, which is made clear by the request to permit a zero foot setback.

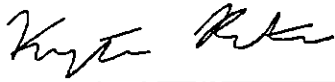
The Department does not oppose accessory apartments (in-law apartments) in most cases, but does oppose the proposed addition's total square footage and the zero foot setback. Therefore, the Department recommends denial of the request.

Should both the Special Hearing and Variance requests be approved, the Department would recommend the following conditions:

- Other than any relief granted by the Administrative Law Judge, the addition/accessory apartment shall comply with Section 400.4 of the BCZR and shall not be used for commercial purposes
- Petitioner should obtain a maintenance agreement with the adjacent property owner in order to maintain a structure with a zero foot setback.

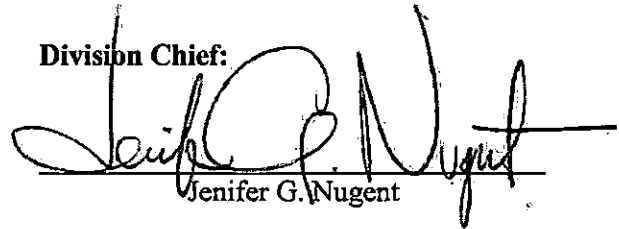
For further information concerning the matters stated herein, please contact Bill Skibinski at 410-887-3480.

Prepared by:



Krystle Patchak

Division Chief:



Jenifer G. Nugent

CPG/JGN/KP/

c: Bill Skibinski
Leah and Jeffrey Garber
Office of the Administrative Hearings
People's Counsel for Baltimore County

Donna Mignon

From: Donna Mignon
Sent: Monday, November 8, 2021 9:56 AM
To: 'hb3@rimonlaw.com'
Subject: Case No: 2020-0213-SPHA 2025 Jolly Road

Good Morning:

As you are aware, a virtual Webex hearing has been scheduled for November 15, 2021 at 11:00 a.m. You should have received an invitation in an email which invited you to this hearing when the event was created on or about October 20, 2021.

Please note that all electronic and hard copies of all hearing exhibits, documents, site plans, photographs or evidence of any kind must be submitted in PDF format at **least two full business days** in advance of the hearing to : Office of Administrative Hearings at administrativehearings@baltimorecountymd.gov

Exhibits must be separately numbered and submitted, an exhibit list with the Case Number, an exhibit number and a brief description for each exhibit.

Please bring a hard copy of all exhibits and drop off in our lobby (address below) at least two full business days before the hearing date.

Thank you.

Donna Mignon, Legal Assistant
Baltimore County Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 103
Towson, Maryland 21204
410-887-3868

Donna Mignon

From: PAI Zoning Advisory Committee
Sent: Monday, August 30, 2021 2:23 PM
To: Charles Nwokoro; Debra Wiley; Don Muddiman; Donna Mignon; Henry Ayakwah; Jeffery Livingston; Jenifer G. Nugent; Joseph Griffiths; Kathy Are; Kevin Wagner; Lisa M Henson; Lloyd Moxley; Neighborhood Improvement; Matt F. Gawel; Mike Ruby; Peter Max Zimmerman; Rebecca Wheatley; Stanley Jacobs; Stephen Ford; Steve Autry; Taylor Bensley; Terry Curtis; Thomas Bostwick; Thomas Hargis; Vishnubhai K Desai
Subject: ZAC Agenda 2020-0213-SPHA
Attachments: 20210830142050874.pdf

This attached agenda page replaces 2021-0213-SPHA emailed on 8-27-2021.

Sorry for the mix-up.

Christina Frink

-----Original Message-----

From: cpr111@baltimorecountymd.gov <cpr111@baltimorecountymd.gov>
Sent: Monday, August 30, 2021 2:21 PM
To: PAI Zoning Advisory Committee <paizac@baltimorecountymd.gov>
Subject: Message from "RNP5838792833FE"

This E-mail was sent from "RNP5838792833FE" (MP 4055).

Scan Date: 08.30.2021 14:20:50 (-0400)
Queries to: cpr111@baltimorecountymd.gov

ZAC AGENDA

Case Number: 2020-0213-SPHA **Reviewer:** Rosalie Johnson
Existing Use: RESIDENTIAL **Proposed Use:** RESIDENTIAL
Type: SPECIAL HEARING, VARIANCE, VARIANCE
Legal Owner: Leah C. Lewis Garber & Jeffrey A. Garber
Contract Purchaser: No Contract Purchaser was set.

Critical Area: No **Flood Plain:** No **Historic:** No **Election Dist:**

Property Address: 2025 JOLLY RD

Location: South side of Jolly Road (50') 420 South East of the center line of intersection with Pheasant Cross Drive (50').

Existing Zoning: DR 2

Area: 26,910 SQ FT

Proposed Zoning:

SPECIAL HEARING:

To approve a proposed addition to an existing dwelling that will be used as an accessory in-law apartment, a garage, and additional bedrooms and bathrooms.

VARIANCE:

BCZR 400.4.A.1(a) To approve a proposed addition to an existing dwelling to be used as an accessory in-law apartment that will be 40% (1,065 SF) of the overall floor area of the existing floor area, which is 2,680 SF, in lieu of the required maximum of one-third (33% x 2,680 = 884 SF) of the overall floor area of the existing dwelling

VARIANCE:

1B02.3.B To approve a proposed addition to an existing dwelling with a side setback of 0 FT and a sum of 15.8 FT in lieu of the required minimum of 15 FT and a sum of 40 FT.

Attorney: Not Available

Prior Zoning Cases: None

Concurrent Cases: None

Violation Cases: None

Closing Date:

Miscellaneous Notes:

A In-law Apartment; Amended petition request.



AMENDED

PETITION FOR ZONING HEARING(S)

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: 2025 Jolly Road _____ which is presently zoned DR-2

Deed References: 41367/260 _____ 10 Digit Tax Account # 1800002173

Property Owner(s) Printed Name(s): Leah C. Lewis-Garber and Jeffrey A. Garber

(SELECT THE HEARING(S) BY MARKING X 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. X a Special Hearing

(SEE ATTACHED)

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

3. X a Variance from Section(s)

(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 City State

Zip Code Telephone # Email Address

Attorney for Petitioner:

Herbert Burgunder III

Name- Type or Print

Signature

1501 Sulgrave Avenue, Suite 311, Baltimore Maryland

Mailing Address City State

21209 / 410-664-6500 / hb3@rimonlaw.com

Zip Code Telephone # Email Address

Legal Owners (Petitioners):

Leah C. Lewis-Garber

Jeffrey A. Garber

Name #1 - Type or Print

Name #2 - Type or Print

Signature #1

Signature #2

2025 Jolly Road Baltimore, Maryland

Mailing Address City State

21209 / 240-899-4984 / leah.chaya@gmail.com

Zip Code Telephone # Email Address

Representative to be contacted:

Herbert Burgunder III

Name - Type or Print

Signature

1501 Sulgrave Avenue, Suite 311 Baltimore Maryland

Mailing Address City State

21209 / 410-664-6500 / hb3@rimonlaw.com

Zip Code Telephone # Email Address

CASE NUMBER 2020-0213-SHA Filing Date 8/18/2021 Do Not Schedule Dates:

Reviewer RJ

REV. 10/4/11

AMENDED

2025 Jolly Road

Zoning Case no. 2020-0213-SPHA (Amended)

Special Hearing: To approve a proposed addition to an existing dwelling that will be used as an Accessory In-Law Apartment, a garage, and additional bedrooms and bathrooms; and

Variance from Section 400.4.A.1(a) – to approve a proposed addition to an existing dwelling to be used as an Accessory In-law Apartment that will be 40% (1,065 s.f.) of the overall floor area of the existing floor area, which is 2,680 s.f., in lieu of the required maximum of one-third (33% x 2,680 = 884 s.f.) of the overall floor area of the existing dwelling; and

Variance from Section 1802.3.B – to approve a proposed addition to an existing dwelling with a side setback of 0' and a sum of 15.8 feet, in lieu of the required minimum of 15 feet and a sum of 40 feet.

PROPERTY DESCRIPTION

2025 JOLLY ROAD

PARCEL ONE: BEING KNOWN AND DESIGNATED as Lot No. 14, Block J, as shown on Plat 2, Section 5, Green Gate, which Plat is recorded among the Land Records of Baltimore County, Maryland, in Plat Book E.H.K., Jr. No. 38, Folio 77. The improvements thereon being known as 2025 Jolly Road.

PARCEL TWO: BEGINNING for the same at a pipe, said point being the common rear corner of Lot No. 14 and Lot No. 15 of Block J, Plat 2, Section 5, Green Gate, and recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 38, Folio 77, also said point being North 86 degrees 15 minutes 00 seconds East 17.58 feet from the point No. 3383 whose coordinates are North 31, 899.10 and West 15, 814.53 as shown on the above-referred Plat; and running thence and binding partly on the rear lot line of said Lot No. 15: (1) North 86 degrees 15 minutes 00 seconds East 25.37 feet to a pipe now set and running thence for the new division line; (2) North 00 degrees 44 minutes 52 seconds West 131.93 feet to a pipe set on the common line of Lot No. 14 and Lot No. 15 as shown on said Plat; and running thence and binding partly on the said common lot line of said Lot No. 14 and Lot No. 15; (3) South 10 degrees 01 minutes 00 seconds West 135.65 feet to the place of beginning.

AMENDED 2020-0213-SPTA

DECLARATION OF UNDERSTANDING

THIS DECLARATION OF UNDERSTANDING ("Declaration") is made this ____ day of April, 2021, between Jeffrey Garber and Leah Lewis-Garber ("Declarants") and the Baltimore County Department of Permits, Approvals, and Inspections ("PAI").

Recitals

- A. Declarants are the owners of 2025 Jolly Road, Baltimore, Maryland 21209 (the "Property").
- B. Declarants have filed an application for a use permit and a special hearing to: construct a 2020 square foot, two-floor addition containing one accessory apartment unit including a 528 square foot two car garage.
- C. The Property is more particularly described by metes and bounds description that is attached to and incorporated in this Declaration as Exhibit A.
- D. The plans for the Property are attached to and incorporated in this Declaration as Exhibit B.
- E. The Property is zoned DR2.
- F. The Administrative Law Judge has approved the Declarants' request to create an accessory apartment complete with dedicated bathing and cooking facilities, located on this Property.
- G. The accessory apartment will be the housing for Karen Oliva (mother of Leah Lewis Garber) and her husband Lawrence Oliva. The other residents of the Property are Jeffrey Garber and his wife Leah Lewis-Garber, and their two sons, Leo and Mateo Lewis Garber. The Garbers live in the existing single family residence. The use permit must be renewed with PAI every two years by filing a renewal on a PAI approved form to be dated from the month of the initial approval.
- H. As a condition of approval of the Declarants' request, Bill No. 49-11 requires the filing of this Declaration among the Land Records of Baltimore County to provide notice to any future owners, subsequent *bona fide* purchasers, or users of the Property that no part of any improvements or addition on the Property may be used for separate living quarters and that all improvements shall only be used as a single-family residence, unless otherwise approved by and at the discretion of PAI.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledge, the Declarants and PAI declare as follows:

AMENDED - 2020-0213-SPHA

1. All improvements now existing or to be constructed on the Property shall be used only as a single-family residence. No improvements or additions shall ever be used as a separate living quarter or second residential unit. The kitchen for the accessory apartment will be constructed as part of the Property and shall be accessory to the principal use of the Property as a single-family residence. The accessory apartment shall house only the immediate family members listed in this Declaration and it is not to be used as an independent residential unit, nor is it to be used for compensation, and it shall not be used by any other person or for any other reason. The use permit and this Declaration are subject to the order, conditions, or restrictions of any required zoning hearing. The hearing order is to be made part of this Declaration when it is recorded in Land Records.

2. Once the accessory apartment is no longer occupied by the persons named in this Declaration or if the property is sold, or the use permit has not been renewed within the 2 year temporary use permit time limit, the use permit shall terminate, and any proposed changes in occupancy to the accessory apartment by the Property owner or subsequent purchaser shall require a new request for a use permit.

3. Upon use permit termination, the accessory apartment in the Property requires removal of the kitchen and possibly other residential elements, at the discretion of PAI. The Declarants, upon termination of the use permit, will provide written notification to PAI for the closing of the Department file.

4. The covenants, conditions, and restrictions stated above shall run with and bind the Property and shall be enforceable by Baltimore County and by the owners of all or any portion of the Property. Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the covenants, either to restrain the violation or to recover damages.

Jeffrey Garber

Leah Lewis-Garber

Baltimore County Department of Permits,
Approvals, and Inspections "PAI"

By: _____

Name: _____

Title: _____

State of Maryland)

County of Baltimore)

On this 20th day of April, 2021, before me, the undersigned officer, personally appeared Jeffrey Garber and Leah Lewis-Garber who have satisfactorily been proven to be the persons whose names are subscribed to the within instrument, having acknowledged that they executed the same for the purposes therein contained.

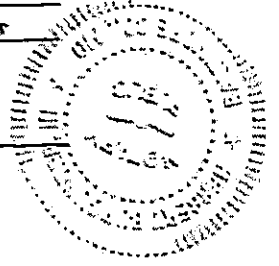
In witness whereof I hereunto set my hand and official seal.

[Notary Seal]

Name: Herbert Burgunder III

Notary Public

My commission expires 3/9/23



State of Maryland)

County of Baltimore)

I CERTIFY that on the ____ day of April, 2021, before me a Notary Public for the state and county aforesaid, personally appeared _____, who acknowledged himself/herself to be the _____ of Baltimore County Department of Permits, Approvals, and Inspections "PAI", and who further acknowledged that he/she, in such capacity, and being authorized to do so, executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Name: _____

[Notary Seal]

Notary Public

My commission expires _____

ATTORNEY CERTIFICATION

This is to certify that this instrument was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Herbert Burgunder III

After Recording Return to:
Herbert Burgunder III
Rimon Law
1501 Sulgrave Avenue
Suite 311
Baltimore, Maryland 21209
410-664-6500 (phone and fax)
hb3@rimonlaw.com

PROPERTY DESCRIPTION

EXHIBIT 'A'

2025 JOLLY ROAD

PARCEL ONE: BEING KNOWN AND DESIGNATED as Lot No. 14, Block J, as shown on Plat 2, Section 5, Green Gate, which Plat is recorded among the Land Records of Baltimore County, Maryland, in Plat Book E.H.K., Jr. No. 38, Folio 77. The improvements thereon being known as 2025 Jolly Road.

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AMENDED 2020-0213-SPTA

[illegible]

2025 Jolly RD

SITE PLAN

Project Number	Project Name
1	Project 1
2	Project 2
3	Project 3
4	Project 4
5	Project 5
6	Project 6
7	Project 7
8	Project 8
9	Project 9
10	Project 10
11	Project 11
12	Project 12
13	Project 13
14	Project 14
15	Project 15
16	Project 16
17	Project 17
18	Project 18
19	Project 19
20	Project 20
21	Project 21
22	Project 22
23	Project 23
24	Project 24
25	Project 25
26	Project 26
27	Project 27
28	Project 28
29	Project 29
30	Project 30
31	Project 31
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97	Project 97
98	Project 98
99	Project 99
100	Project 100

Issue Date

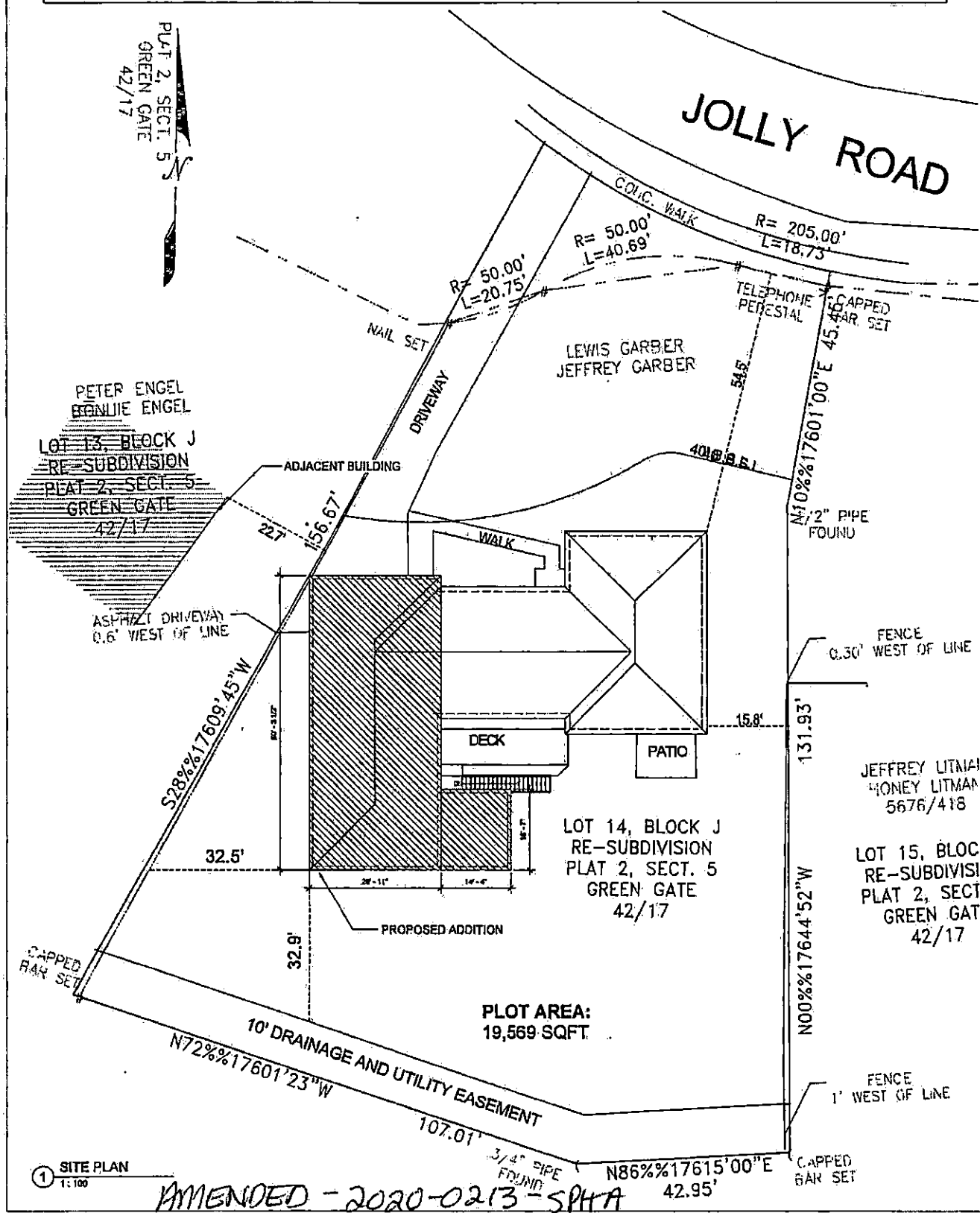
Author	..
Created by	..

Checked by _____

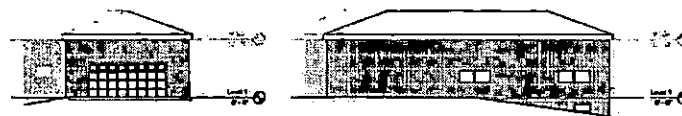
Checker _____

A001

1:100

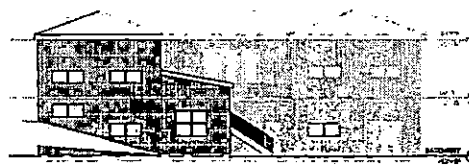


AMENDED - 2020-0213-SPT4

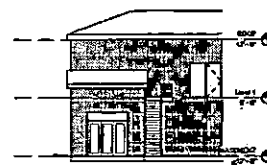


6 ELEVATION - NORTH
15' x 14'

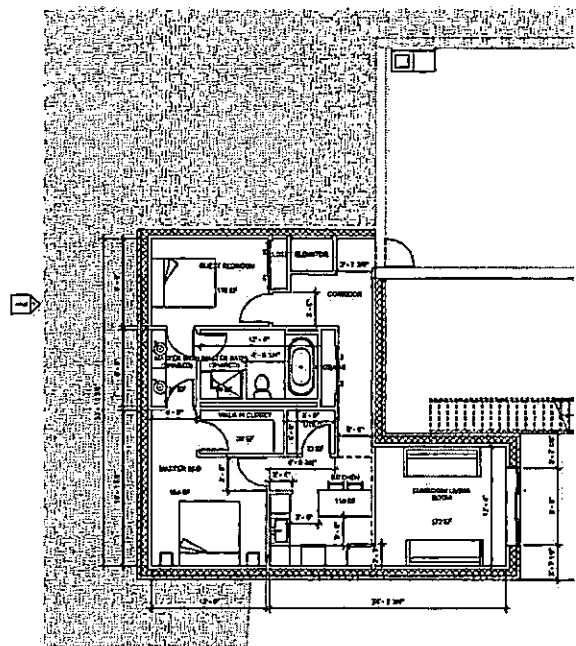
5 ELEVATION - WEST
15' x 14'



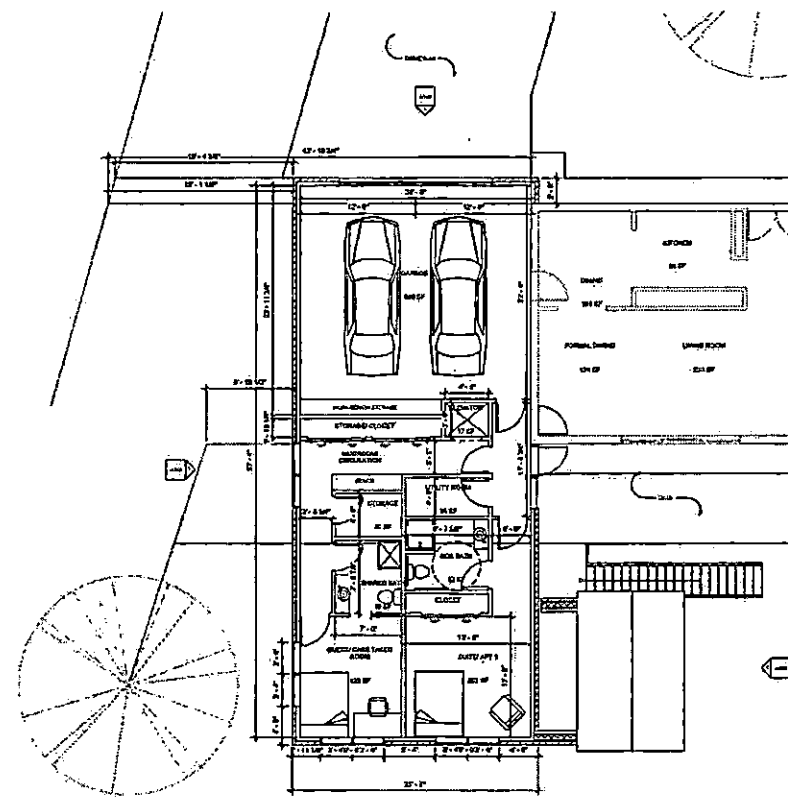
4 ELEVATION - SOUTH
18' x 14'



3 ELEVATION - EAST
18' x 14'



2 BASEMENT
14' x 14'



1 Level 1
18' x 14'

2025 Jolly RD		
PERMIT		
Project Number	Date	
Author	Checker	
A100		
As Indicated		

Maureen

CASE NO. ~~3021~~

2020-0213 SPHA

CHECKLIST

Comment
Received

Department

Support/Oppose/
Conditions/
Comments/
No Comment

DEVELOPMENT PLANS REVIEW

(if not received, date e-mail sent _____)

DEPS

(if not received, date e-mail sent _____)

FIRE DEPARTMENT

PLANNING

(if not received, date e-mail sent _____)

STATE HIGHWAY ADMINISTRATION

TRAFFIC ENGINEERING

DPW AND/OR DPW&T

COMMUNITY ASSOCIATION

ADJACENT PROPERTY OWNERS

Opposes

Enger - no object

2027 Jolly Rd.

ZONING VIOLATION

(Case No. _____)

PRIOR ZONING

(Case No. _____)

NEWSPAPER ADVERTISEMENT

Date:

10-26-21 The Daily Record

SIGN POSTING (1st)

Date:

10-25-21 by O'Keefe

SIGN POSTING (2nd)

Date:

11/12/21 by //

PEOPLE'S COUNSEL APPEARANCE

Yes

☒

No

☐

PEOPLE'S COUNSEL COMMENT LETTER

Yes

☐

No

☐

Comments, if any:

* See Declaration of Understanding b/w Harbor and PAI

Debra Wiley

From: Herbert Burgunder III <herbert.burgunder@rimonlaw.com>
Sent: Friday, November 12, 2021 8:59 AM
To: Administrative Hearings
Cc: Monica Thompson
Subject: RE: Office of Administrative Hearings

CAUTION: This message from herbert.burgunder@rimonlaw.com originated from a non Baltimore County Government or non BCPL email system. Hover over any links before clicking and use caution opening attachments.

Hard copies were dropped off yesterday. Thanks,

Herbert Burgunder III | Partner

RIMON PC

+1 410.664.6500 | hb3@rimonlaw.com

1501 Sulgrave Avenue, Suite 311, Baltimore, MD 21209

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From: Administrative Hearings <administrativehearings@baltimorecountymd.gov>
Sent: Friday, November 12, 2021 12:40 AM
To: Herbert Burgunder III <herbert.burgunder@rimonlaw.com>; Administrative Hearings <administrativehearings@baltimorecountymd.gov>
Cc: Monica Thompson <monica.thompson@rimonlaw.com>
Subject: RE: Office of Administrative Hearings

Email received. Please remember to deliver hard copies to our drop off bin located in our lobby and marked Office of Administrative Hearings.

Thank you.

From: Herbert Burgunder III <herbert.burgunder@rimonlaw.com>
Sent: Thursday, November 11, 2021 8:31 AM
To: Administrative Hearings <administrativehearings@baltimorecountymd.gov>
Cc: Monica Thompson <monica.thompson@rimonlaw.com>
Subject: Office of Administrative Hearings

CAUTION: This message from herbert.burgunder@rimonlaw.com originated from a non Baltimore County Government or non BCPL email system. Hover over any links before clicking and use caution opening attachments.

Attached are the Exhibits for 2020-0213-SPHA for 2025 Jolly Road. Please let me know if you have any questions.

Herbert Burgunder III | Partner
RIMON PC

+1 410.664.6500 | hb3@rimonlaw.com
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www.baltimorecountymd.gov

Debra Wiley

From: Administrative Hearings
Sent: Friday, November 12, 2021 12:40 AM
To: Herbert Burgunder III; Administrative Hearings
Cc: Monica Thompson
Subject: RE: Office of Administrative Hearings

Email received. Please remember to deliver hard copies to our drop off bin located in our lobby and marked Office of Administrative Hearings.

Thank you.

From: Herbert Burgunder III <herbert.burgunder@rimonlaw.com>
Sent: Thursday, November 11, 2021 8:31 AM
To: Administrative Hearings <administrativehearings@baltimorecountymd.gov>
Cc: Monica Thompson <monica.thompson@rimonlaw.com>
Subject: Office of Administrative Hearings

CAUTION: This message from herbert.burgunder@rimonlaw.com originated from a non Baltimore County Government or non BCPL email system. Hover over any links before clicking and use caution opening attachments.

Attached are the Exhibits for 2020-0213-SPHA for 2025 Jolly Road. Please let me know if you have any questions.

Herbert Burgunder III | Partner

RIMON PC

+1 410.664.6500 | hb3@rimonlaw.com

1501 Sulgrave Avenue, Suite 311, Baltimore, MD 21209

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Debra Wiley

From: Monica Thompson <monica.thompson@rimonlaw.com>
Sent: Thursday, November 11, 2021 2:17 PM
To: Herbert Burgunder III; Administrative Hearings
Subject: RE: Office of Administrative Hearings
Attachments: 2021.11.11- Consent Letter from Peter and Bonnie Engel.pdf

CAUTION: This message from monica.thompson@rimonlaw.com originated from a non Baltimore County Government or non BCPL email system. Hover over any links before clicking and use caution opening attachments.

Good Afternoon,

Attached, please find a consent from Peter and Bonnie Engel. Please add the consent as Exhibit 6 2020-0213-SPHA for 2025 Jolly Road.

Thank you.

Monica Thompson | Real Estate Paralegal

RIMON PC

+1 667.444.4743 | monica.thompson@rimonlaw.com
1501 Sulgrave Avenue Suite 311, Baltimore, Maryland 21209

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From: Herbert Burgunder III <herbert.burgunder@rimonlaw.com>

Sent: Thursday, November 11, 2021 8:31 AM

To: administrativehearings@baltimorecountymd.gov

Cc: Monica Thompson <monica.thompson@rimonlaw.com>

Subject: Office of Administrative Hearings

Attached are the Exhibits for 2020-0213-SPHA for 2025 Jolly Road. Please let me know if you have any questions.

Herbert Burgunder III | Partner

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**PETER ENGEL
BONNIE ENGEL
2027 Jolly Road
Baltimore, Maryland 21209
Telephone No.: 410-484-3882**

November 5, 2021

Department of Planning for Baltimore County
Attn: Mr. C. Peter Gutwald, Director
400 Washington Avenue
Towson, Maryland 21204

Department of Permits, Approvals, and Inspections
Baltimore County
Attn: Mr. Michael D. Mallinoff, Director
400 Washington Avenue
Towson, Maryland 21204

RE: Baltimore County Zoning Review - Case Number 20-0213-SPHA (Amended);
Property address: 2025 Jolly Road, Baltimore, Maryland 21209

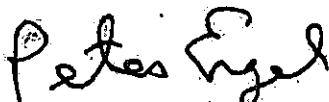
Dear Messrs. Gutwald and Mallinoff:

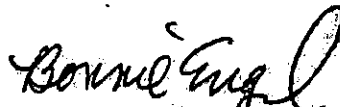
We write this letter to confirm our support of the special hearing and variance request filed by Jeffrey and Leah Garber (Case No. 20-0213-SPHA Amended). We are the property owners of 2027 Jolly Road. Our property is immediately adjacent to the property of Jeffrey and Leah Garber. We support the Garbers' request to build an in-law apartment addition to their existing dwelling as set forth in their plans (40% of the existing floor area).

We have no objection to the small setback as proposed in the Garber's petition. We will agree to executing a formal license agreement with the Garber's outlining the terms of among other things, maintenance, and tree trimming, as affected by the small setback of the building.

If you shall have any questions, please contact us for additional information at 410-484-3882.

Sincerely,


Peter Engel


Bonnie Engel

Debra Wiley

From: Linda Okeefe <luckylinda1954@yahoo.com>
Sent: Saturday, November 13, 2021 2:27 PM
To: Administrative Hearings
Subject: Certification
Attachments: Jolly Rd. Cert. .jpeg; Jolly Rd. Photos.docx

CAUTION: This message from luckylinda1954@yahoo.com originated from a non Baltimore County Government or non BCPL email system. Hover over any links before clicking and use caution opening attachments.

Hi Donna,

I am attaching the Second Certification and photos for Case # 2021-0213-SPHA @ 2025 Jolly Rd. for your records.

Have a great weekend,

Linda

Linda O'Keefe
523 Penny Lane
Hunt Valley MD 21030
Phone # 410-666-5366
Cell# 443-604-6431
Fax# 410-666-0929
luckylinda1954@yahoo.com

ATTENTION: DONNA MIGNON

DATE: 11/12/2021

Case Number: 2020-0213-SPHA

Petitioner / Developer: HERBERT BURGUNDER III, ESQ. ~

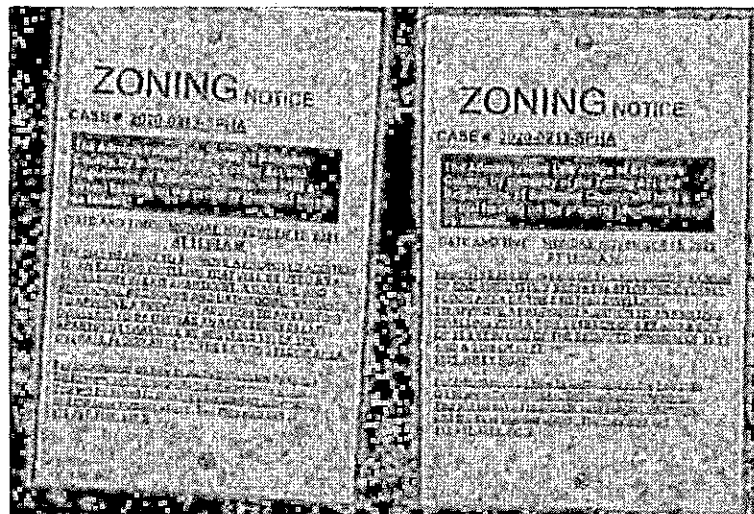
MR. & MRS. GARBER

Date of Hearing: NOVEMBER 15, 2021

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:
2025 JOLLY ROAD

The sign(s) were posted on: OCTOBER 25, 2021

The sign(s) were re-photographed on: NOVEMBER 12, 2021



Linda O'Keefe
(Signature of Sign Poster)

Linda O'Keefe
(Printed Name of Sign Poster)

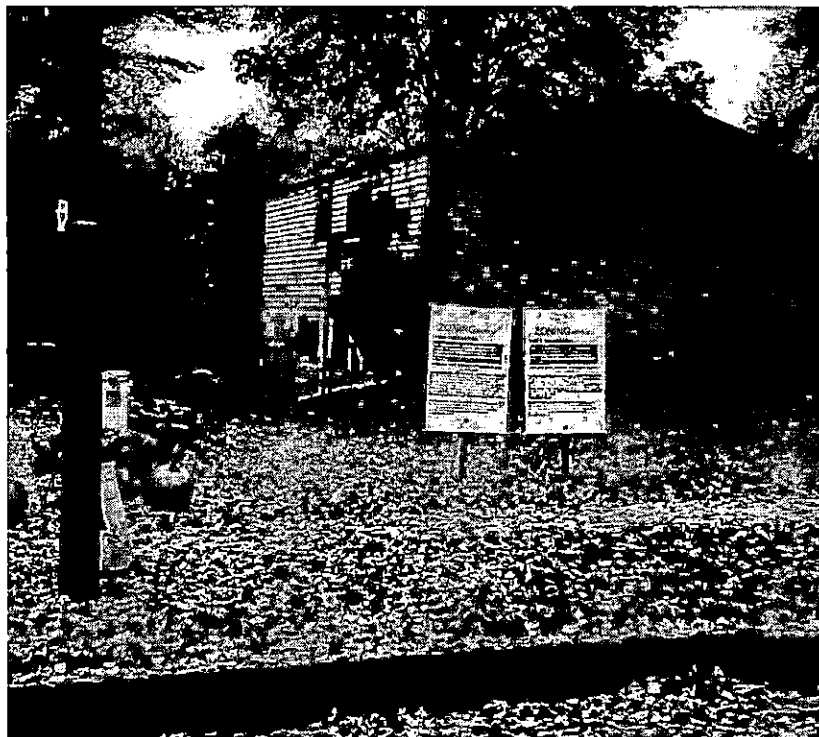
523 Penny Lane
(Street Address of Sign Poster)

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

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



Re-Photographed 1st Set of Signs @ 2025 Jolly Road ~ 11/12/2021



Re-Photographed 2nd Set of Signs # 2025 Jolly Road ~ 11/12/2021

CASE # 2021-0213-SPHA

SECOND CERTIFICATE OF POSTING

ATTENTION: DONNA MIGNON

DATE: 11/12/2021

Case Number: 2020-0213-SPHA

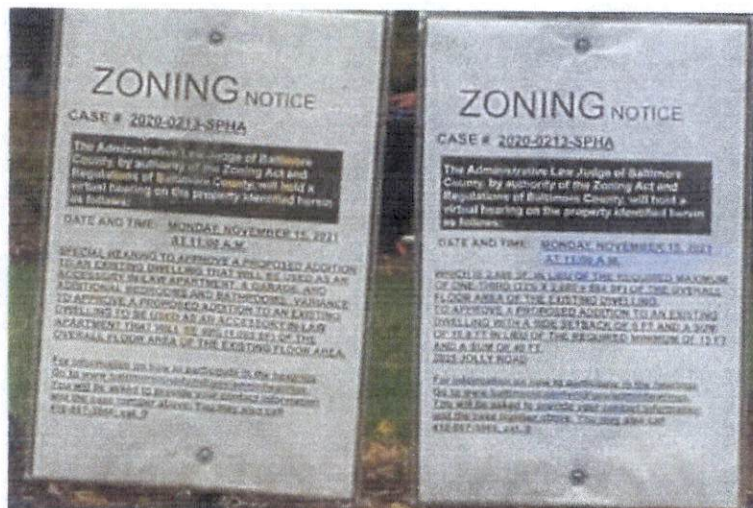
Petitioner / Developer: HERBERT BURGUNDER III, ESQ. ~
MR. & MRS. GARBER

Date of Hearing: NOVEMBER 15, 2021

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:
2025 JOLLY ROAD

The sign(s) were posted on: OCTOBER 25, 2021

The sign(s) were re-photographed on: NOVEMBER 12, 2021



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)

11-15-21
Ciam

Debra Wiley

From: Debra Wiley
Sent: Wednesday, October 20, 2021 11:47 AM
To: Kristen L Lewis; Donna Mignon
Subject: LINK - RE: Webex 2020-0213-SPHA

Event Information

Event: Zoning Hearing - Case No. 2020-0213-SPHA - 2025 Jolly Road - Jeffrey & Leah Lev
Type: Listed Event
Event address for attendees: <https://baltimorecountymd.webex.com/baltimorecountymd/onstage/g.php?MTID=ec8>
Event address for panelists: <https://baltimorecountymd.webex.com/baltimorecountymd/onstage/g.php?MTID=e77>
Date and time: Monday, November 15, 2021 11:00 am
Eastern Standard Time (New York, GMT-05:00)
Duration: 1 hour
Description: Zoning Hearing
Case No. 2020-0213-SPHA
2025 Jolly Road
Jeffrey & Leah Lewis-Garber
Event number: 2311 879 8926
Event password: 1234
Host key: 220871
Alternate Host: Donna Mignon, Maureen Murphy, Paul Mayhew
Panelist Info:
Panelist password:
Panelist numeric password: 847609
Video Address: 23118798926@baltimorecountymd.webex.com
You can also dial 173.243.2.68 and enter your meeting number.
Audio conference: US Toll
+1-415-655-0001
[Show all global call-in numbers](#)
Access code: 2311 879 8926
Maximum number of registrants: 10000

From: Kristen L Lewis <klewis@baltimorecountymd.gov>
Sent: Wednesday, October 20, 2021 11:41 AM
To: Debra Wiley <dwiley@baltimorecountymd.gov>; Donna Mignon <dmignon@baltimorecountymd.gov>
Subject: RE: Webex 2020-0213-SPHA

Thank you.

Kristen Lewis-Coles
Legal Secretary
PAI – Zoning Review

From: Debra Wiley <dwiley@baltimorecountymd.gov>

Sent: Wednesday, October 20, 2021 11:40 AM

To: Kristen L Lewis <klewis@baltimorecountymd.gov>; Donna Mignon <dmignon@baltimorecountymd.gov>

Subject: RE: Webex 2020-0213-SPHA

I'll take care of it.

From: Kristen L Lewis <klewis@baltimorecountymd.gov>

Sent: Wednesday, October 20, 2021 11:38 AM

To: Donna Mignon <dmignon@baltimorecountymd.gov>; Debra Wiley <dwiley@baltimorecountymd.gov>

Subject: Webex 2020-0213-SPHA

Good morning,

Below is another case needing a webex. (This is quite an old case as you can see from the case number 2020, I almost confused it with the case we already have on 11/4).

Case 2020-0213-SPHA

2025 Jolly Road

Owners: Jeffrey & Leah Lewis-Garber – leah.chaya@gmail.com

Herbert Burgunder, III – hb3@rimonlaw.cm

11/15/21 at 11:00 a.m.

Kristen Lewis-Coles

Legal Secretary

PAI – Zoning Review

Debra Wiley

From: messenger@webex.com
Sent: Wednesday, October 20, 2021 11:47 AM
To: Debra Wiley
Subject: Email delivery status for Web seminar: Zoning Hearing - Case No. 2020-0213-SPHA - 2025 Jolly Road - Jeffrey & Leah Lewis-Garber

CAUTION: This message from messenger@webex.com originated from a non-Baltimore County Government or non-BCPL email system. Hover over any links before clicking and use caution opening attachments.



Webex sent the email message "Panelist Invitation" for your event.

Number of email addresses the message was sent to successfully: 2

Number of email addresses the message could not be sent to: 0

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Debra Wiley

Subject: Web seminar scheduled: Zoning Hearing - Case No. 2020-0213-SPHA - 2025 Jolly Road - Jeffrey & Leah Lewis-Garber

Location: <https://baltimorecountymd.webex.com/baltimorecountymd/onstage/g.php?MTID=e81a0ba08081c8175d8f2c890ca5e8a6c>

Start: Mon 11/15/2021 11:00 AM

End: Mon 11/15/2021 12:00 PM

Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: webex

CAUTION: This message from messenger@webex.com originated from a non Baltimore County Government or non BCPL email system. Hover over any links before clicking and use caution opening attachments.

When it's time, start the Webex event here.

Host: Debra Wiley (dwiley@baltimorecountymd.gov)

Event number (access code): 2311 879 8926

Monday, November 15, 2021 11:00 am, Eastern Standard Time (New York, GMT-05:00)

Event address for attendees:

<https://baltimorecountymd.webex.com/baltimorecountymd/onstage/g.php?MTID=e81a0ba08081c8175d8f2c890ca5e8a6c>

Event address for panelists:

<https://baltimorecountymd.webex.com/baltimorecountymd/onstage/g.php?MTID=ef86f090f5af83525a52a43cd8aecd8a6c>

Start event

Audio conference information

+1-415-655-0001 US Toll

Global call-in numbers

Join from a video system or application

Dial 23118798926@baltimorecountymd.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Panelist numeric password: 847609

If you are a host, click here to view host information:

<https://baltimorecountymd.webex.com/baltimorecountymd/j.php?MTID=e8aeb97408d73a127003ccc5f9a579fa0>

Need help? Go to <https://help.webex.com>

Debra Wiley

From: messenger@webex.com
Sent: Wednesday, October 20, 2021 11:47 AM
To: Debra Wiley
Subject: Email delivery status for Web seminar: Zoning Hearing - Case No. 2020-0213-SPHA - 2025 Jolly Road - Jeffrey & Leah Lewis-Garber

CAUTION: This message from messenger@webex.com originated from a non Baltimore County Government or non BCPL email system. Hover over any links before clicking and use caution opening attachments.



**Webex sent the email message
"Invitation for Alternate Host" for
your event.**

Number of email addresses the message was sent to successfully: 3

Number of email addresses the message could not be sent to: 0

Need help? Go to <https://help.webex.com>

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Debra Wiley

Subject: Web seminar scheduled: Zoning Hearing - Case No. 2020-0213-SPHA - 2025 Jolly Road
- Jeffrey & Leah Lewis-Garber

Location: <https://baltimorecountymd.webex.com/baltimorecountymd/onstage/g.php?MTID=e81a0ba08081c8175d8f2c890ca5e8a6c>

Start: Mon 11/15/2021 11:00 AM

End: Mon 11/15/2021 12:00 PM

Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: webex

CAUTION: This message from messenger@webex.com originated from a non Baltimore County Government or non BCPL email system. Hover over any links before clicking and use caution opening attachments.

When it's time, start the Webex event here.

Host: Debra Wiley (dwiley@baltimorecountymd.gov)

Event number (access code): 2311 879 8926

Monday, November 15, 2021 11:00 am, Eastern Standard Time (New York, GMT-05:00)

Event address for attendees:

<https://baltimorecountymd.webex.com/baltimorecountymd/onstage/g.php?MTID=e81a0ba08081c8175d8f2c890ca5e8a6c>

Event address for panelists:

<https://baltimorecountymd.webex.com/baltimorecountymd/onstage/g.php?MTID=ef86f090f5af83525a52a43cd8aec>

Start event

Audio conference information

+1-415-655-0001 US Toll

Global call-in numbers

Join from a video system or application

Dial 23118798926@baltimorecountymd.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Panelist numeric password: 847609

If you are a host, click here to view host information:

<https://baltimorecountymd.webex.com/baltimorecountymd/j.php?MTID=e8aeb97408d73a127003ccc5f9a579fa0>

Need help? Go to <https://help.webex.com>

Panelist List

Name	Email address	Phone number	Time Zone	Language	Locale
Donna Mignon (Alternate Host)	dmignon@baltimorecountymd.gov	1-	New York Time	English	U.S.
Maureen Murphy (Alternate Host)	mmurphy@baltimorecountymd.gov	1-	New York Time	English	U.S.
Paul Mayhew (Alternate Host)	pmayhew@baltimorecountymd.gov	1-	New York Time	English	U.S.
Herbert Burgunder, III, Esq.	hb3@rimonlaw.com	1-	New York Time	English	U.S.
Jeffrey & Leah Lewis-Garber	leah.chaya@gmail.com	1-	New York Time	English	U.S.

Debra Wiley

From: Herbert Burgunder III <herbert.burgunder@rimonlaw.com>
Sent: Wednesday, October 20, 2021 11:50 AM
To: Debra Wiley
Subject: Accepted: Zoning Hearing - Case No. 2020-0213-SPHA - 2025 Jolly Road - Jeffrey & Leah Lewis-Garber

CAUTION: This message from herbert.burgunder@rimonlaw.com originated from a non Baltimore County Government or non BCPL email system. Hover over any links before clicking and use caution opening attachments.

DECLARATION OF UNDERSTANDING

THIS DECLARATION OF UNDERSTANDING ("Declaration") is made this ____ day of April, 2021, between Jeffrey Garber and Leah Lewis-Garber ("Declarants") and the Baltimore County Department of Permits, Approvals, and Inspections ("PAI").

Recitals

- A. Declarants are the owners of 2025 Jolly Road, Baltimore, Maryland 21209 (the "Property").
- B. Declarants have filed an application for a use permit and a special hearing to: construct a 2020 square foot, two-floor addition containing one accessory apartment unit including a 528 square foot two car garage.
- C. The Property is more particularly described by metes and bounds description that is attached to and incorporated in this Declaration as Exhibit A.
- D. The plans for the Property are attached to and incorporated in this Declaration as Exhibit B.
- E. The Property is zoned DR2.
- F. The Administrative Law Judge has approved the Declarants' request to create an accessory apartment complete with dedicated bathing and cooking facilities, located on this Property.
- G. The accessory apartment will be the housing for Karen Oliva (mother of Leah Lewis Garber) and her husband Lawrence Oliva. The other residents of the Property are Jeffrey Garber and his wife Leah Lewis-Garber, and their two sons, Leo and Mateo Lewis Garber. The Garbers live in the existing single family residence. The use permit must be renewed with PAI every two years by filing a renewal on a PAI approved form to be dated from the month of the initial approval.
- H. As a condition of approval of the Declarants' request, Bill No. 49-11 requires the filing of this Declaration among the Land Records of Baltimore County to provide notice to any future owners, subsequent *bona fide* purchasers, or users of the Property that no part of any improvements or addition on the Property may be used for separate living quarters and that all improvements shall only be used as a single-family residence, unless otherwise approved by and at the discretion of PAI.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledge, the Declarants and PAI declare as follows:

AMENDED - 2020-0213-SPHA

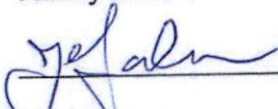
1. All improvements now existing or to be constructed on the Property shall be used only as a single-family residence. No improvements or additions shall ever be used as a separate living quarter or second residential unit. The kitchen for the accessory apartment will be constructed as part of the Property and shall be accessory to the principal use of the Property as a single-family residence. The accessory apartment shall house only the immediate family members listed in this Declaration and it is not to be used as an independent residential unit, nor is it to be used for compensation, and it shall not be used by any other person or for any other reason. The use permit and this Declaration are subject to the order, conditions, or restrictions of any required zoning hearing. The hearing order is to be made part of this Declaration when it is recorded in Land Records.

2. Once the accessory apartment is no longer occupied by the persons named in this Declaration or if the property is sold, or the use permit has not been renewed within the 2 year temporary use permit time limit, the use permit shall terminate, and any proposed changes in occupancy to the accessory apartment by the Property owner or subsequent purchaser shall require a new request for a use permit.

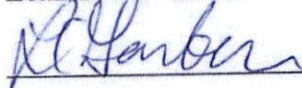
3. Upon use permit termination, the accessory apartment in the Property requires removal of the kitchen and possibly other residential elements, at the discretion of PAI. The Declarants, upon termination of the use permit, will provide written notification to PAI for the closing of the Department file.

4. The covenants, conditions, and restrictions stated above shall run with and bind the Property and shall be enforceable by Baltimore County and by the owners of all or any portion of the Property. Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the covenants, either to restrain the violation or to recover damages.

Jeffrey Garber



Leah Lewis-Garber



Baltimore County Department of Permits,
Approvals, and Inspections "PAI"

By: _____

Name: _____

Title: _____

State of Maryland)

County of Baltimore)

On this 20th day of April, 2021, before me, the undersigned officer, personally appeared Jeffrey Garber and Leah Lewis-Garber who have satisfactorily been proven to be the persons whose names are subscribed to the within instrument, having acknowledged that they executed the same for the purposes therein contained.

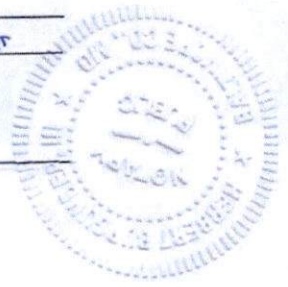
In witness whereof I hereunto set my hand and official seal.

[Notary Seal]

Name: Herbert Burgunder III

Notary Public

My commission expires 3/9/23



State of Maryland)
)
County of Baltimore)

I CERTIFY that on the ____ day of April, 2021, before me a Notary Public for the state and county aforesaid, personally appeared _____, who acknowledged himself/herself to be the _____ of Baltimore County Department of Permits, Approvals, and Inspections "PAI", and who further acknowledged that he/she, in such capacity, and being authorized to do so, executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

[Notary Seal]

Name: _____

Notary Public

My commission expires _____

ATTORNEY CERTIFICATION

This is to certify that this instrument was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Herbert Burgunder III
Herbert Burgunder III

After Recording Return to:
Herbert Burgunder III
Rimon Law
1501 Sulgrave Avenue
Suite 311
Baltimore, Maryland 21209
410-664-6500 (phone and fax)
hb3@rimonlaw.com

EXHIBIT 'A'

PROPERTY DESCRIPTION

2025 JOLLY ROAD

PARCEL ONE: BEING KNOWN AND DESIGNATED as Lot No. 14, Block J, as shown on Plat 2, Section 5, Green Gate, which Plat is recorded among the Land Records of Baltimore County, Maryland, in Plat Book E.H.K., Jr. No. 38, Folio 77. The improvements thereon being known as 2025 Jolly Road.

PARCEL TWO: BEGINNING for the same at a pipe, said point being the common rear corner of Lot No. 14 and Lot No. 15 of Block J, Plat 2, Section 5, Green Gate, and recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 38, Folio 77, also said point being North 86 degrees 15 minutes 00 seconds East 17.58 feet from the point No. 3383 whose coordinates are North 31, 899.10 and West 15, 814.53 as shown on the above-referred Plat; and running thence and binding partly on the rear lot line of said Lot No. 15: (1) North 86 degrees 15 minutes 00 seconds East 25.37 feet to a pipe now set and running thence for the new division line; (2) North 00 degrees 44 minutes 52 seconds West 131.93 feet to a pipe set on the common line of Lot No. 14 and Lot No. 15 as shown on said Plat; and running thence and binding partly on the said common lot line of said Lot No. 14 and Lot No. 15; (3) South 10 degrees 01 minutes 00 seconds West 135.65 feet to the place of beginning.

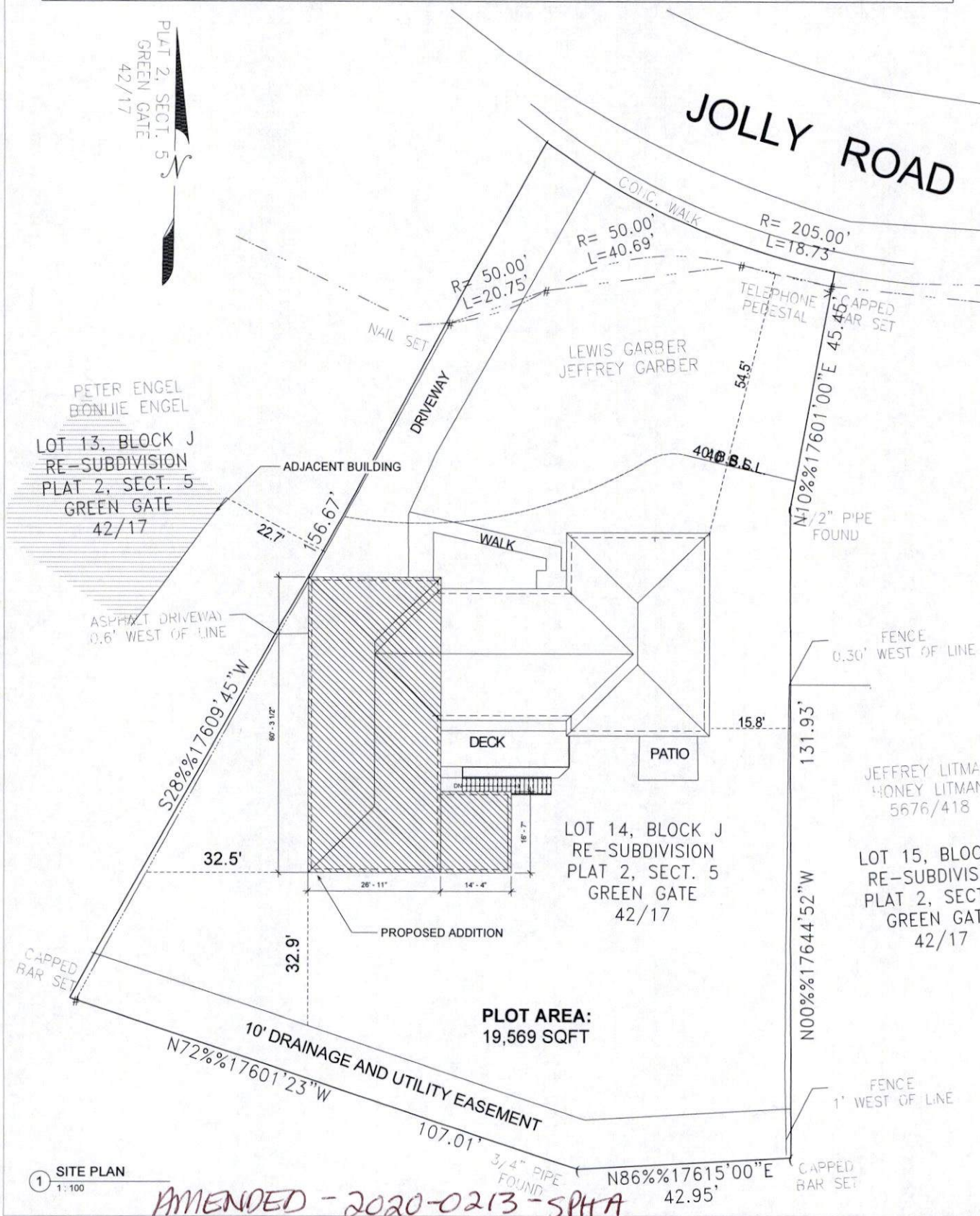
AMENDED 2020-0213-SPTA

[illegible]

2025 Jolly RD

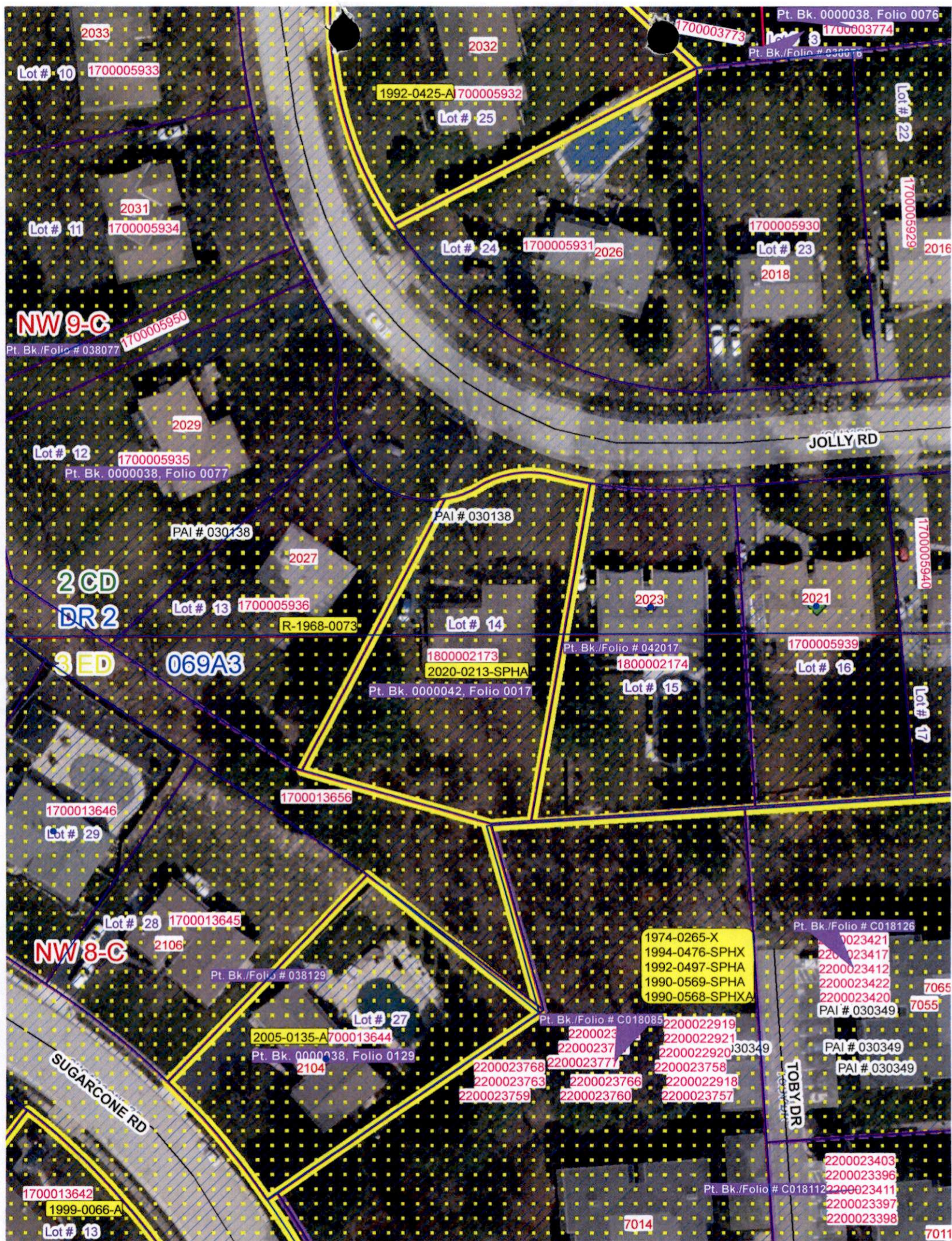
SITE PLAN

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker
A001	
Scale	1 : 100



[illegible]

4-24-2010 12:29 10 PM



Real Property Data Search (w4)

Search Result for BALTIMORE COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Special Tax Recapture: None					
Account Identifier:		District - 03 Account Number - 1800002173			
Owner Information					
Owner Name:	LEWIS GARBER LEAH C GARBER JEFFREY A		Use:	RESIDENTIAL	
Mailing Address:	2025 JOLLY RD BALTIMORE MD 21209-1013		Principal Residence:	YES	
			Deed Reference:	/41367/ 00260	
Location & Structure Information					
Premises Address:	2025 JOLLY RD BALTIMORE 21209-1013		Legal Description:	2025 JOLLY RD SS GREEN GATE	
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:
0069	0020	0893	3060076.04	0000	5
					Block:
					J
					Lot:
					14
					Assessment Year:
					2020
					Plat No:
					2
					Plat Ref:
					0042/ 0017
Town: None					
Primary Structure Built	Above Grade Living Area		Finished Basement Area		Property Land Area
1976	1,780 SF		900 SF		26,910 SF
County Use	04				
Stories	Basement	Type	Exterior	Quality	Full/Half Bath
1	YES	STANDARD UNIT	SIDING/	4	2 full/ 1 half
Garage					
Last Notice of Major Improvements					
Value Information					
	Base Value		Value		Phase-in Assessments
			As of		As of
			01/01/2020		07/01/2020
					As of
					07/01/2021
Land:	133,600		133,600		
Improvements	196,100		254,600		
Total:	329,700		388,200		349,200
Preferential Land:	0		0		368,700
Transfer Information					
Seller: MILLER LAURA S		Date: 05/01/2019		Price: \$431,600	
Type: ARMS LENGTH IMPROVED		Deed1: /41367/ 00260		Deed2:	
Seller: MILLER LAURA S		Date: 06/08/2015		Price: \$0	
Type: NON-ARMS LENGTH OTHER		Deed1: /36271/ 00366		Deed2:	
Seller: MILLER LAURA S		Date: 11/24/2003		Price: \$0	
Type: NON-ARMS LENGTH OTHER		Deed1: /19207/ 00319		Deed2:	
Exemption Information					
Partial Exempt Assessments:	Class	07/01/2020		07/01/2021	
County:	000	0.00			
State:	000	0.00			
Municipal:	000	0.00 0.00		0.00 0.00	
Special Tax Recapture: None					
Homestead Application Information					
Homestead Application Status: No Application					
Homeowners' Tax Credit Application Information					
Homeowners' Tax Credit Application Status: No Application					
Date:					

1. This screen allows you to search the Real Property database and display property records.
2. Click **here** for a glossary of terms.
3. Deleted accounts can only be selected by Property Account Identifier.
4. The following pages are for information purpose only. The data is not to be used for legal reports or documents. While we have confidence in the accuracy of these records, the Department makes no warranties, expressed or implied, regarding the information.

Bonnie and Peter Engel
2027 Jolly Road, Baltimore, Maryland 21209

Mr. C. Peter Gutwald
Director, Department of Planning
Baltimore County, Maryland
400 Washington Ave., Towson, Maryland 21204

Mr. Michael D. Mallinoff
Director, Department of Permits, Approvals and Inspections
Baltimore County, Maryland
400 Washington Ave., Towson, Maryland 21204

February 24, 2021

RE: Baltimore County Zoning Case number 20-213
Property address: 2025 Jolly Road, Baltimore, Maryland 21209

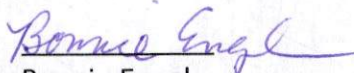
Dear Sirs:

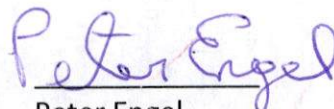
As the property owners of 2027 Jolly Road, we are writing a letter of support for case number 20-213 (Special Hearing and Variance). As the adjacent neighbors of Jeff and Leah Garber, we support their request and efforts to build an approximately 1800 square foot residential addition onto their existing house.

We have no objection to the zero foot setback as proposed in their petition. We will agree to a formal maintenance agreement between us and the owners of 2025 Jolly Road for tree trimming or other occasional maintenance purposes associated with the zero foot setback building.

Please feel free to contact us for additional information or comment at 410-484-3882.

Sincerely,


Bonnie Engel


Peter Engel

RECEIVED

MAR 03 2021

DEPARTMENT OF PERMITS
APPROVALS AND INSPECTIONS

RE: PETITION FOR SPECIAL HEARING	*	BEFORE THE OFFICE
AND VARIANCE		
2025 Jolly Road; S/S of Jolly Road, 420' SE	*	OF ADMINISTRATIVE
of c/line with Pheasant Cross Drive		
3 rd Election & 2 nd Councilmanic Districts	*	HEARINGS FOR
Legal Owner(s): Leah Lewis & Jeffrey Garber		
Petitioner(s)	*	BALTIMORE COUNTY
	*	2020-213-SPHA

* * * * *

CORRECTED 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.

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 25th day of August, 2020, a copy of the foregoing Entry of Appearance was emailed to Leah Lewis-Garber & Jeffrey Garber, 2025 Jolly Road, Baltimore, Maryland 21209, Leah.Chaya@gmail.com, Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

112
THIS DEED

Tax Account No. : 18-00-002173

Made this 26th day of April, 2019, by and between Laura Levy party of the first part, and Leah C. Lewis-Garber and Jeffrey A. Garber, parties of the second part.

WITNESSETH, that in consideration of the sum of \$431,600.00, receipt of which is hereby acknowledged and which party of the first part certifies under the penalties of perjury as the actual consideration paid or to be paid, including the amount of any mortgage or deed of trust outstanding, the said party of the first part does grant and convey unto the parties of the second part in fee simple, as tenants by the entireties, all that property situate in Baltimore County, State of Maryland, described as:

SEE ATTACHED SCHEDULE A FOR LEGAL DESCRIPTION

which has an address of 2025 Jolly Road, Baltimore, MD 21209.

Being the same lot of ground which by deed dated May 12, 2015 and recorded among the Land Records of Baltimore County in Liber JLE 36271, Folio 366, was granted and conveyed by Laura S. Miller and Glenn I. Miller unto Laura S. Miller. The said Laura S. Miller is now known as Laura Levy.

SUBJECT to covenants, easements and restrictions of record.

Together with the buildings and improvements thereupon erected, made or being, and all and every title, rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining,

TO HAVE AND TO HOLD said land and premises above described or mentioned and hereby intended to be conveyed, unto and for the proper use, benefit and behalf forever of said parties of the second part, as tenants by the entireties and unto the survivor of them, his or her personal representatives and assigns, in fee simple.

AND the said party of the first part covenants that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby assigned; that she will warrant specially the property hereby granted; and that she will execute such further assurances of said land as may be requisite or necessary.

IN TESTIMONY WHEREOF, the said party of the first part has set her hand and seal the day and year first above written.

(SEAL)
#12057864 CC0301 -
Baltimore
County/CC03.01.06 -
Register 06

Total: 1,199.00
05/01/2019 09:43
CC03-LL

SubTotal: 1,139.00

LR - Deed (with Taxes)
Surcharge 40.00
LR - Deed State
Transfer Tax 1,079.00
LR - MR Tax - 1kd 0.00

LR - Deed (w Taxes)
Recording only \$170.00
Name:
LEWIS-GARBER/BARB
Ref:
Laura Levy (SEAL)

SCHEDULE "A"

PARCEL ONE: BEING KNOWN AND DESIGNATED as Lot No. 14, Block J, as shown on Plat 2, Section 5, Green Gate, which Plat is recorded among the Land Records of Baltimore County, Maryland, in Plat Book E.H.K., Jr. No. 38, Folio 77. The improvements thereon being known as 2025 Jolly Road.

PARCEL TWO: BEGINNING for the same at a pipe, said point being the common rear corner of Lot No. 14 and Lot No. 15 of Block J, Plat 2, Section 5, Green Gate, and recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 38, Folio 77, also said point being North 86 degrees 15 minutes 00 seconds East 17.58 feet from the point No. 3383 whose coordinates are North 31, 899.10 and West 15, 814.53 as shown on the above-referred Plat; and running thence and binding partly on the rear lot line of said Lot No. 15: (1) North 86 degrees 15 minutes 00 seconds East 25.37 feet to a pipe now set and running thence for the new division line; (2) North 00 degrees 44 minutes 52 seconds West 131.93 feet to a pipe set on the common line of Lot No. 14 and Lot No. 15 as shown on said Plat; and running thence and binding partly on the said common lot line of said Lot No. 14 and Lot No. 15; (3) South 10 degrees 01 minutes 00 seconds West 135.65 feet to the place of beginning.

STATE OF MARYLAND
Baltimore County, TO WIT:

I Hereby Certify, That on this **26th** day of **April, 2019**, before me, the subscriber, personally appeared **Laura Levy** known to me or satisfactorily proven to be the person whose name is set forth in the within deed, and did further acknowledge that she executed the foregoing deed for the purposes therein contained.

WITNESS MY HAND AND NOTARIAL SEAL.

My Commission Expires: **3-18-2021**


NOTARY PUBLIC



EILEEN A. CARPENTER
Notary Public State of Maryland
My Commission Expires **3-18-2021**

I certify that this instrument was prepared under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.


EILEEN A. CARPENTER

GRANTOR'S ADDRESS: 2025 Jolly Road, Baltimore, MD 21209

GRANTEE'S ADDRESS: 907 Adana Road, Baltimore, MD 21208

TITLE INSURER: CHICAGO TITLE

FILE #: 39-2913

REMIT TO: EILEEN A. CARPENTER
12 E. PLEASANT STREET
BALTIMORE, MD 21202

MARYLAND
FORM
WH-AR**Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate Affidavit of
Residence or Principal Residence****2019**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor InformationName of Transferor LAURA LEVY**2. Description of Property** (Street address. If no address is available, include county, district, subdistrict and lot numbers).**3. Reasons for Exemption****Resident Status**

As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.



Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence

Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

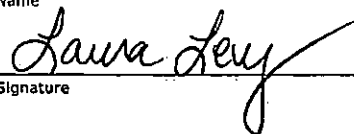
Witness

LAURA LEVY04/26/1

Name

**Date

Signature

**3b. Entity Transferors**

Witness/Attest

Name of Entity

By

Name

**Date

Title

** Form must be dated to be valid.

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

AFFIDAVIT OF FIRST TIME MARYLAND HOMEBUYERS
REGARDING REDUCTION IN STATE TRANSFER TAXES
STATE OF MARYLAND

STATE OF MARYLAND } to wit
COUNTY OF Baltimore County

BEFORE me the undersigned authority a Notary Public of the State of Maryland, on this day personally appeared:

Leah C. Lewis-Garber and Jeffrey A. Garber

who being by me duly sworn under the penalties of perjury does hereby attest that the contents of this document are true to the best of the knowledge, information and belief of the affiant:

1. THAT he/she is over 18 years of age and is otherwise competent to make this affidavit.
2. THAT he/she is the buyer of certain real property situate in the State of Maryland, the improvements whereon are known as:

2025 Jolly Road, Baltimore, MD 21209

3. THAT the affiant makes this affidavit to induce the State of Maryland to charge the State Transfer Tax at the reduced rate of 0.25% as provided in TP sec. 13-203.
4. THAT the affiant understands that any tax assessed at this reduced rate must be paid entirely by the Sellers.

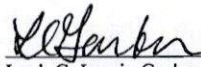
AND

 X THAT the affiant has never owned residential real property in the State of Maryland that has been the individual's principal residence and THAT the Property is improved by a single family residential structure which will be occupied as his/her principal residence for at least 7 out of 12 months immediately after closing.

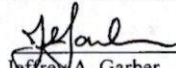
OR

 THAT the affiant is a co-maker or guarantor of a purchase money Mortgage/Deed of Trust (as defined in Section 12-108 (i) of the Maryland Tax Property Article for the property and THAT the co-maker/guarantor will not occupy the Property as his/her principal residence.

WITNESS the hand and seal of the affiant.

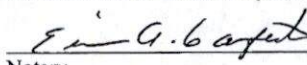


Leah C. Lewis-Garber



Jeffrey A. Garber

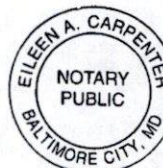
Sworn to and subscribed before me this 26th of April, 2019.



Notary (Seal)

My commission expires: 3-18-2024

File No.: 39-2913



EILEEN A. CARPENTER
Notary Public State of Maryland
My Commission Expires 3-18-2024

State of Maryland Land Instrument Intake Sheet									
County: Baltimore County									
Information provided is for use of the Clerk's Office, State Department of Assessments and Taxation and County Finance Office only. (Type or Print in Black Ink Only--All Copies Must Be Legible)									
1	Type(s) of Instruments	☐ Check Box if Addendum Intake Form is Attached ☒ Deed ☐ Mortgage ☐ Other ☐ Other ☒ Deed of Trust ☐ Lease ☐ Multiple Accounts ☐ Not an Arms-Length Sale[9]							
2	Conveyance Type Check box	☐ Improved Sale Arms-Length[1] ☐ Unimproved Sale Arms-Length[2] ☐ Multiple Accounts Arms-Length[3] ☐ Not an Arms-Length Sale[9]							
3	Tax Exemptions (if Applicable) Cite or Explain Authority	Recordation ☐ State Transfer ☐ County Transfer ☐ xx							
4	Consideration And Tax Calculation	Consideration Amount Purchase Price/Consideration \$431,600.00 Any New Mortgage \$388,440.00 Balance of Existing Mortgage \$ Other: \$ Other \$ Full Cash Value \$				Finance Office Use Only Transfer and Recordation Tax Consideration Transfer Tax Consideration \$ 6144.00 Less Exemption Amount \$ Total Transfer Tax \$ Recordation Tax Consideration \$ X() per \$500 = \$ 2160.00 TOTAL DUE \$			
5	Fees	Amount of Fees Doc. 1 Doc. 2 Recording Charge \$20.00 \$20.00 Surcharge \$40.00 \$40.00 State Recordation Tax \$2160.00 \$ State Transfer Tax \$1079.00 \$ County Transfer Tax \$6144.00 \$ Other \$ \$ Other \$ \$				Agent: KP Tax Bill: C.B. Credit: Ag. Tax/Other:			
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i)	District	Property Tax ID No.(1)	Grantor Liber/Folio	Map	Parcel No.	Var.LOG		
		03	18-00-002173				(5)		
		Subdivision Name				Lot(3a)	Block (3b)	Sect/AR(3c)	Plat Ref. SqFt/Acreage (4)
		Location/Address of Property Being Conveyed (2)							
		2025 Jolly Road, Baltimore, MD 21209							
		Other Property Identifiers (if applicable)						Water Meter Account No.	
		Residential ☒ or Non-Residential ☐ Fee Simple ☒ or Ground rent ☐ Amount:							
		Partial Conveyance? ☐ Yes ☒ No Description/Amt. of SqFt/Acreage Transferred:							
		If Partial Conveyance, List Improvements Conveyed:							
7	Transferred From	Doc.1 - Grantor(s) Name(s)				Doc.2 - Grantor(s) Name(s)			
		Laura Levy				Leah C. Lewis-Garber			
						Jeffrey A. Garber			
		Doc.1 - Owner(s) of Record, if Different from Grantor(s)				Doc.2 - Owner(s) of Record, if Different from Grantor(s)			
8	Transferred to	Doc.1 - Grantee(s) Name(s)				Doc.2 - Grantee(s) Name(s)			
		Leah C. Lewis-Garber				TowneBank Mortgage			
		Jeffrey A. Garber				MERS			
		New Owner's (Grantee) Mailing Address							
		2025 Jolly Road, Baltimore, MD 21209							
9	Other Names To Be Indexed	Doc.1 - Additional Names to be Indexed (Optional)				Doc.2 - Additional Names to be Indexed (Optional)			
						William T. Morrison, Trustee			
						Philip M. Rudisill, Trustee			
10	Contact/Mail Information	Instrument Submitted By or Contact Person						☒ Return to Contact Person	
		Name:						☐ Hold for Pickup	
		Firm: EILEEN A. CARPENTER							
		Address: 12 E. PLEASANT STREET BALTIMORE, MD 21202						☐ Return Address Provided	
		Phone: 410-576-0055							
		11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER							
		Assessment ☒ Yes ☐ No Will the property being conveyed be the grantee's principal residence?							
		Information ☐ Yes ☒ No Does transfer include personal property? If yes, identify:							
		☐ Yes ☒ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).							
		Assessment Use Only - Do Not Write Below This Line							
		☐ Terminal Verification		☐ Agricultural Verification		☐ Whole		☐ Pad ☐ Tran. Process	
		Transfer Number:		Date Received:		Deed Reference:		Assigned Property No.:	
		Year				Geo. Map Sub. Block			
		Land				Zoning Grid Plat Lot			
		Buildings				Use Parcel Section Occ.Cd.			
		Total				Town Cd. Ex.St. Ex.Cd.			
		REMARKS:							
		RECORDATION TAX NOT REQUIRED							
		Director of Budget and Finance							
		BALTIMORE COUNTY, MARYLAND							
		T.P. ART 12-108							
		DO# 2 3 4 5 6							
		Initial KP							
		Date 5/1/19							

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 41367, p. 0265, MSA_CE62_41224. Date available 05/02/2019. Printed 02/08/2021.

DUPLICATE PAID RECEIPT

OLD

**DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS
ZONING REVIEW OFFICE**

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 legal owner/petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least twenty (20) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the legal owner/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:

Case Number: 2020-0213-SPHA

Property Address: 2025 JOLLY ROAD

Property Description:

Legal Owners (Petitioners): GARBER

Contract Purchaser/Lessee:

PLEASE FORWARD ADVERTISING BILL TO:

Name: LEAH + JEFFREY GARBER

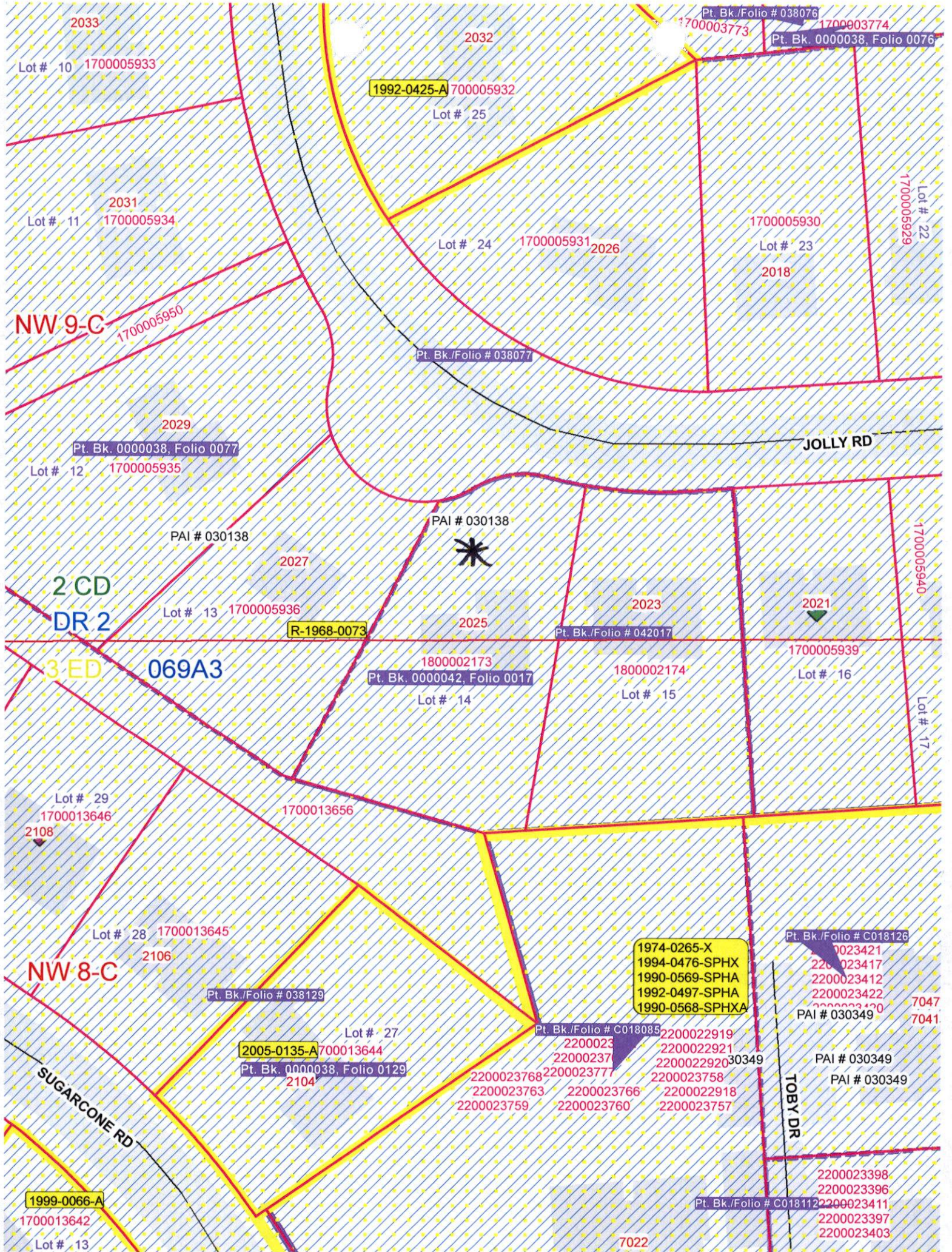
Company/Firm (if applicable):

Address: 2025 JOLLY ROAD

BALTIMORE MARYLAND 21209

Telephone Number: 240-899-4984

Revised 7/9/2015



2033

2032

Pt. Bk./Folio # 038076

1700903774

Pt. Bk. 0000038, Folio 0076

Lot # 10 1700005933

1992-0425-A 700005932

Lot # 25

Lot # 11 2031 1700005934

Lot # 24 1700005931 2026

1700005930

Lot # 23

2018

Lot # 22 1700005929

NW 9-C

1700005950

Pt. Bk./Folio # 038077

2029

Pt. Bk. 0000038, Folio 0077

Lot # 12 1700005935

JOLLY RD

PAI # 030138

PAI # 030138

2 CD

DR 2

Lot # 13 1700005936

R-1968-0073

2025

2023

2021

3 ED

069A3

1800002173
Pt. Bk. 0000042, Folio 0017

1800002174

1700005939

Lot # 16

Lot # 14

Lot # 15

Lot # 17

Lot # 29

1700013646

2108

1700013656

Lot # 28 1700013645

2106

NW 8-C

Pt. Bk./Folio # 038129

Lot # 27

2005-0135-A 700013644

Pt. Bk. 0000038, Folio 0129

2104

Pt. Bk./Folio # C018085

1974-0265-X
1994-0476-SPHX
1990-0569-SPHA
1992-0497-SPHA
1990-0568-SPHXA

Pt. Bk./Folio # C018126

2200023421

2200023417

2200023412

2200023422

PAI # 030349

PAI # 030349

PAI # 030349

SUGARCONE RD

TOBY DR

1999-0066-A

1700013642

Lot # 13

Pt. Bk./Folio # C018112

2200023398

2200023396

2200023411

2200023397

2200023403

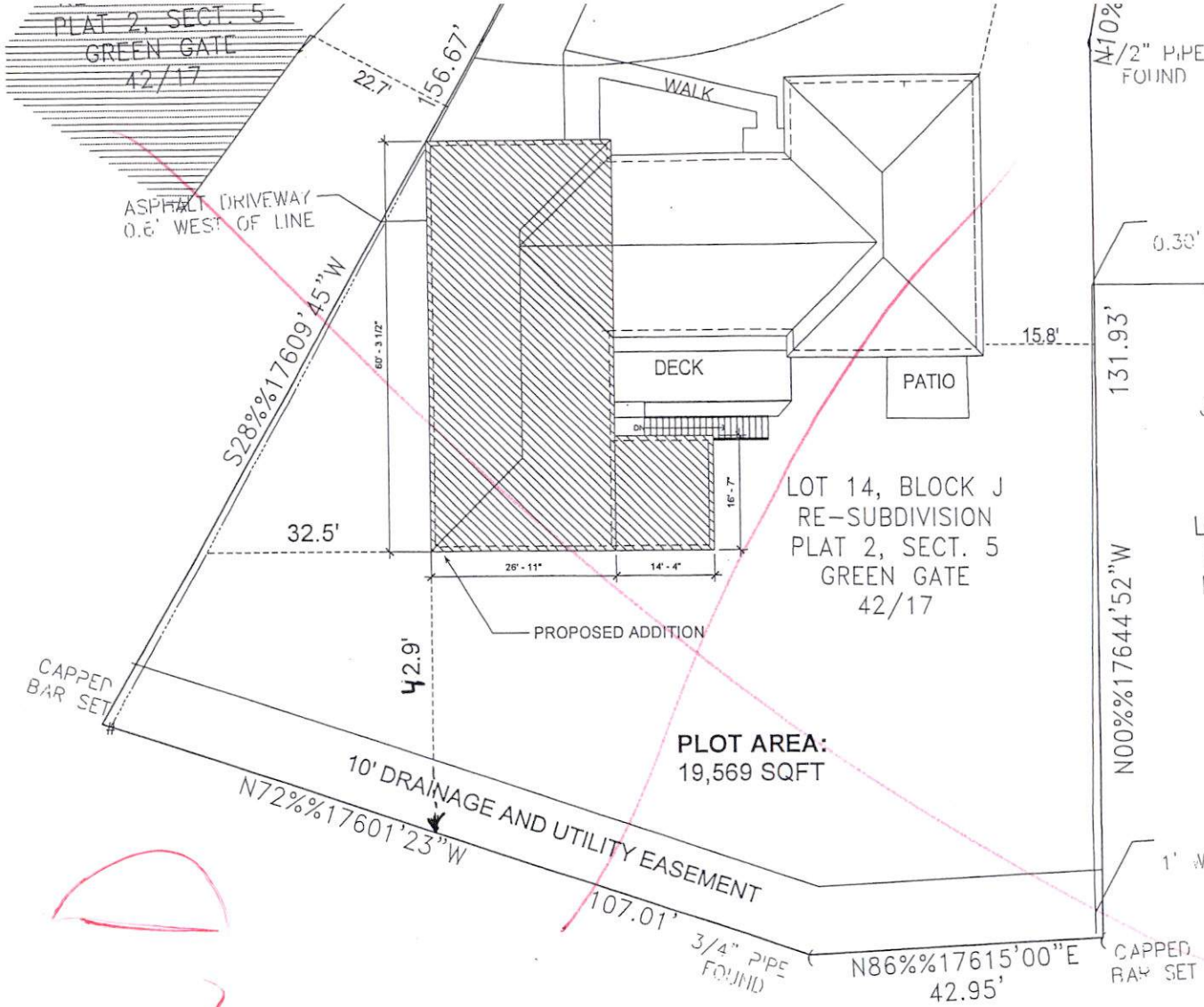
7022

ZONING: REAR YARD SETBACK VARIANCE X FOR SPECIAL HEAVY

ADDRESS: 2025 JOLLY ROAD OWNER(S): NAME

SUBDIVISION NAME: N/A

PLAT BOOK # 42 FOLIO # 17 10 DIGIT TAX # 180000



JEFFREY LITMAN
HONEY LITMAN
5676/418

LOT 15, BLOCK
RE-SUBDIVISION
PLAT 2, SECT.
GREEN GATE
42/17



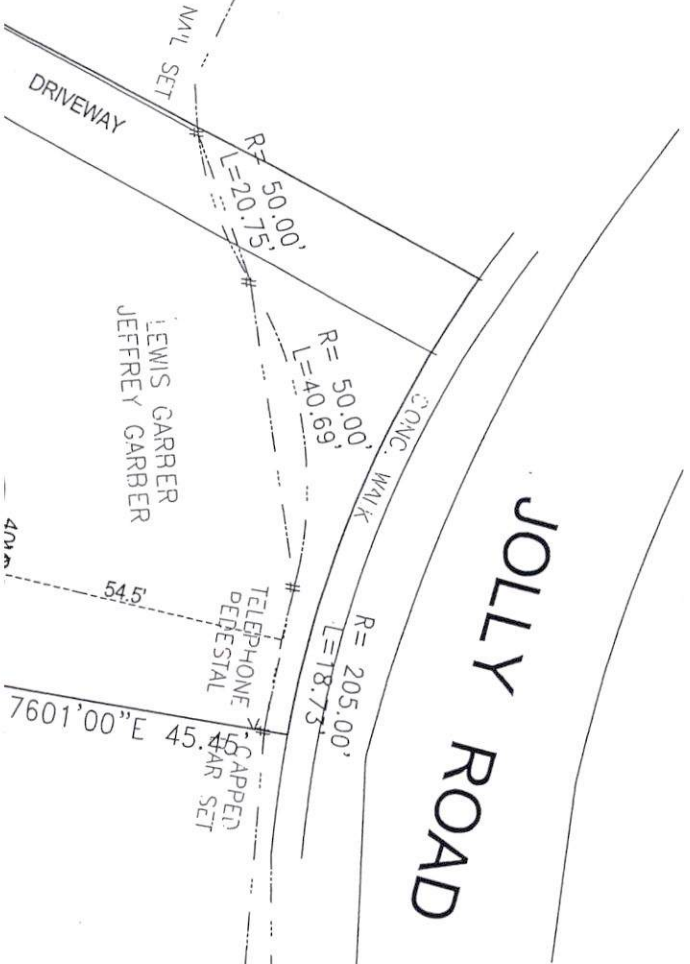
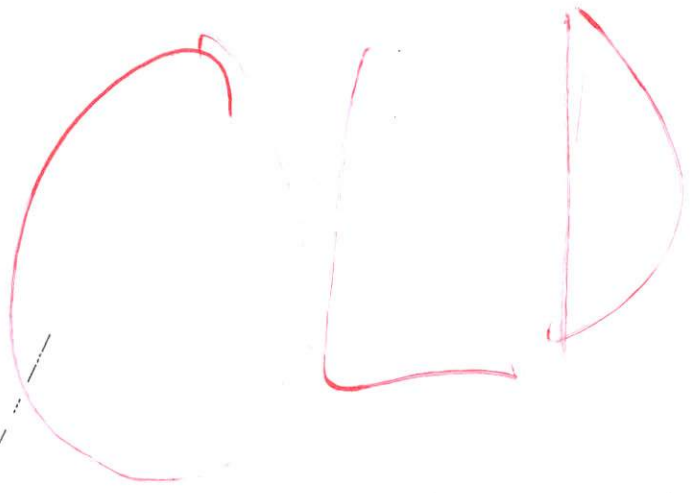
ING X (MARK TYPE REQUES WITH X)

3) GARBER

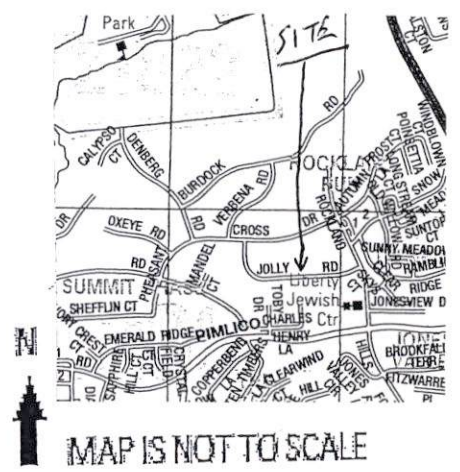
LOT # 14 BLOCK # J SECTION # 5

173 DEED REF. # 41367/00260

PETER ENGEL
BEONIE ENGEL
BLOCK J



SITE VICINITY MAP



MAP IS NOT TO SCALE

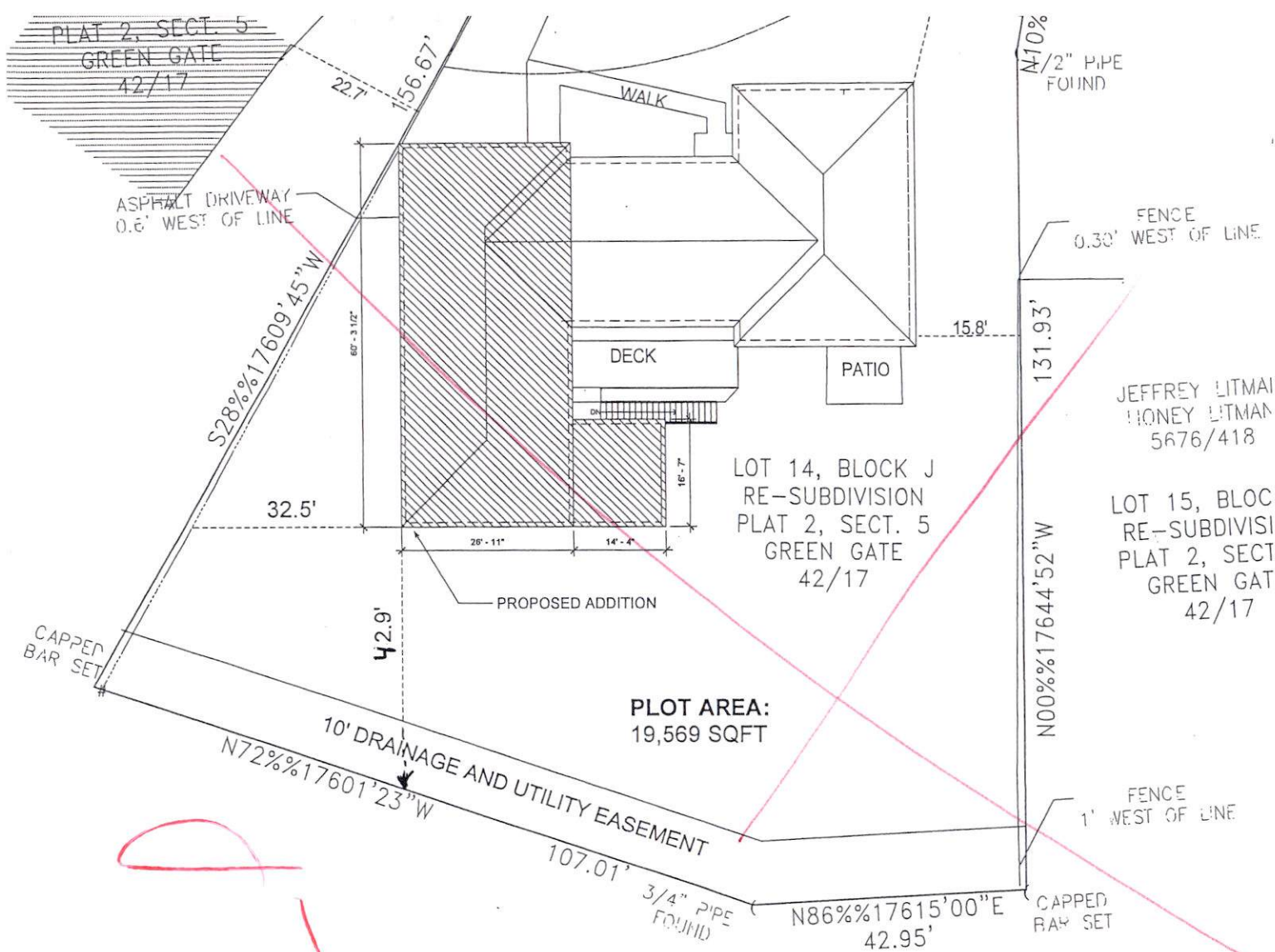
ZONING MAP# 06943
SITE ZONED DR 2
ELECTION DISTRICT 3
COUNCIL DISTRICT 2
LOT AREA ACREAGE _____
OR SQUARE FEET 26,910.4
HISTORIC? NO
IN CBCA? NO
IN FLOOD PLAIN? NO
UTILITIES? MARK WITH X
WATER IS:
PUBLIC X PRIVATE _____
SEWER IS:
PUBLIC X PRIVATE _____
PRIOR HEARING? NO
IF SO GIVE CASE NUMBER
AND ORDER RESULT BELOW

VIOLATION CASE INFO:

ZONING, HEARING PLAN FOR VARIOUS CE X FOR SPECIAL HEA

OWNER(S) NAME

1000181



SCALE: 1 INCH = 10'

ING X (MARK TYPE REQUES WITH X)

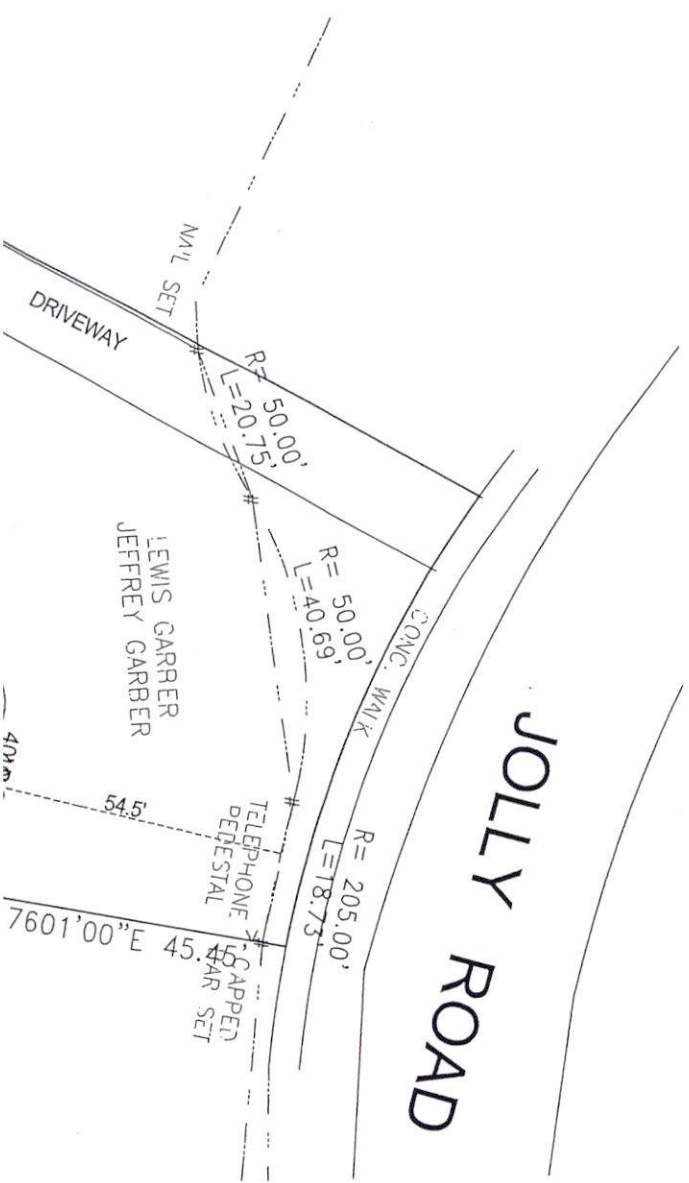
3) GARBER

IT# 14 BLOCK# J SECTION# 5

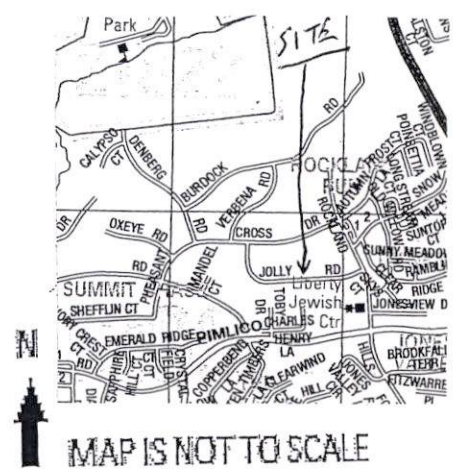
173 DEED REF.# 41367/00260

PETER ENGEL
BOHANNEN ENGEL
1 AT 13 BLOCK J

OLD



SITE VICINITY MAP



ZONING MAP# 06943
SITE ZONED DR 2
ELECTION DISTRICT 3
COUNCIL DISTRICT 2
LOT AREA ACREAGE _____
OR SQUARE FEET 26,910.4
HISTORIC? NO
IN CBCA? NO
IN FLOOD PLAIN? NO
UTILITIES? MARK WITH X
WATER IS:
PUBLIC X PRIVATE _____
SEWER IS:
PUBLIC X PRIVATE _____
PRIOR HEARING? NO
IF SO GIVE CASE NUMBER
AND ORDER RESULT BELOW

VIOLATION CASE INFO:

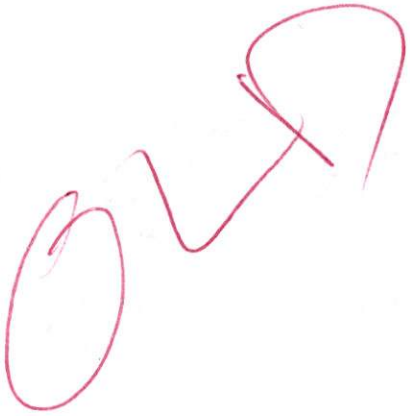
DECLARATION OF UNDERSTANDING

THIS DECLARATION OF UNDERSTANDING (hereinafter referred to as "Declaration") is made on this 1st day of April 2020, by and between Jeffrey Garber and Leah Lewis-Garber (hereinafter referred to as the "Declarant") and the Department of Permits, Approvals and Inspections (hereinafter referred to as "PAI").

Recitals

- A. The Declarant(s) who is/are also the owner(s) of this property has/have filed an application for a use permit and special hearing to: construct a 2020 square foot, two floor, addition containing one accessory apartment unit including a 528 sq ft two car garage.

The property being located at: 2025 Jolly Road, Baltimore, MD 21209 and is more particularly described by metes and bounds in **Exhibit A** (The Property) and **Exhibit B** (The use permit or hearing plans) attached hereto and made a part hereof. The property is zoned DR2, which is the particular zone in which the property is located.

- B. PAI (or) The Administrative Law Judge has approved the Declaration request to create an Accessory Apartment complete with dedicated bathing and cooking facilities, located on this owner-occupied property. The accessory apartment will be the housing for: Karen Oliva (mother of Jeffrey Garber) and her husband Lawrence Oliva. The other residents of the property are: Jeffrey Garber and his wife Leah Lewis Garber, and their two sons, Leo and Mateo Lewis Garber. They live in the existing dwelling unit, a single family residence. The use permit must be renewed with PAI every two years by filing a renewal on a PAI approved form, to be dated from the month of the initial approval.
- C. As a condition of approval of the Declarant(s) request, Bill No. 49-11 requires the filing of this Declaration among the Land Records of Baltimore County, to provide notice to any future owners, subsequent bona fide purchasers or users of the Property that no part of any improvements or addition on the Property may be used for separate living quarters and that all such improvements shall only be used as a single-family residence, unless otherwise approved by and at the discretion of PIA.
- 

IN WITNESS WHEREOF, the parties hereto have duly executed this Declaration under seal on the date first above written.

WITNESS:

JEFFREY GARBER

Lynette Gairous

[Signature]

Lynette Gairous

State of Maryland, County of Baltimore to wit:

I HEREBY CERTIFY that on this June 10th day of 2020, before the Subscriber, a Notary Public of State of Maryland, personally appeared

Jeffrey Garber

The declarant(s) herein, who is/are also the owner(s) of this property, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and who acknowledged that he/she/they executed for the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, have hereunto set my hand and Notarial Seal.

My Commission Expires:

TIA R. WHITE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 17, 2023

[Signature]
Notary Public

[Red scribble]

IN WITNESS WHEREOF, the parties hereto have duly executed this Declaration under seal on the date first above written.

WITNESS:

[Signature]
Lindsay Quinn

State of Maryland, County of Baltimore to wit:

I HEREBY CERTIFY that on this 18th day of June day of 2020 before the Subscriber, a Notary Public of State of Maryland, personally appeared

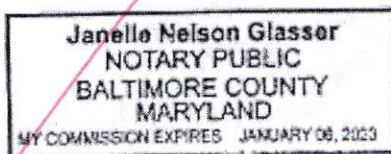
Leah Lewis-Garber
[Signature]

The declarant(s) herein, who is/are also the owner(s) of this property, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and who acknowledged that he/she/they executed for the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, have hereunto set my hand and Notarial Seal.

My Commission Expires:

[Signature]
Notary Public



[Red Signature]

EXHIBIT A

BEING KNOWN AND DESIGNATED as Parcel, B in Block C as shown on the Plat of Section 2-5, Green Gate, which Plat is recorded among the Plat Records of Baltimore County in Plat Book R. R. G. No. 42, folio 17.

The improvements thereon being known as 2505 Jolly Road, Baltimore, MD 21209.

BEING THE SAME lot of ground which by Deed dated May 1, 2019, and recorded among the Land Records of Baltimore County in Liber E. H. K., Jr. No. 41367, folio 00260, was granted and conveyed by Laura S. Miller, unto Jeffrey A. Garber and Leah C. Lewis-Garber, his wife, the Grantors herein.

A handwritten signature in red ink, consisting of a stylized 'J' and 'G' connected together, located in the lower center of the page.

[illegible]

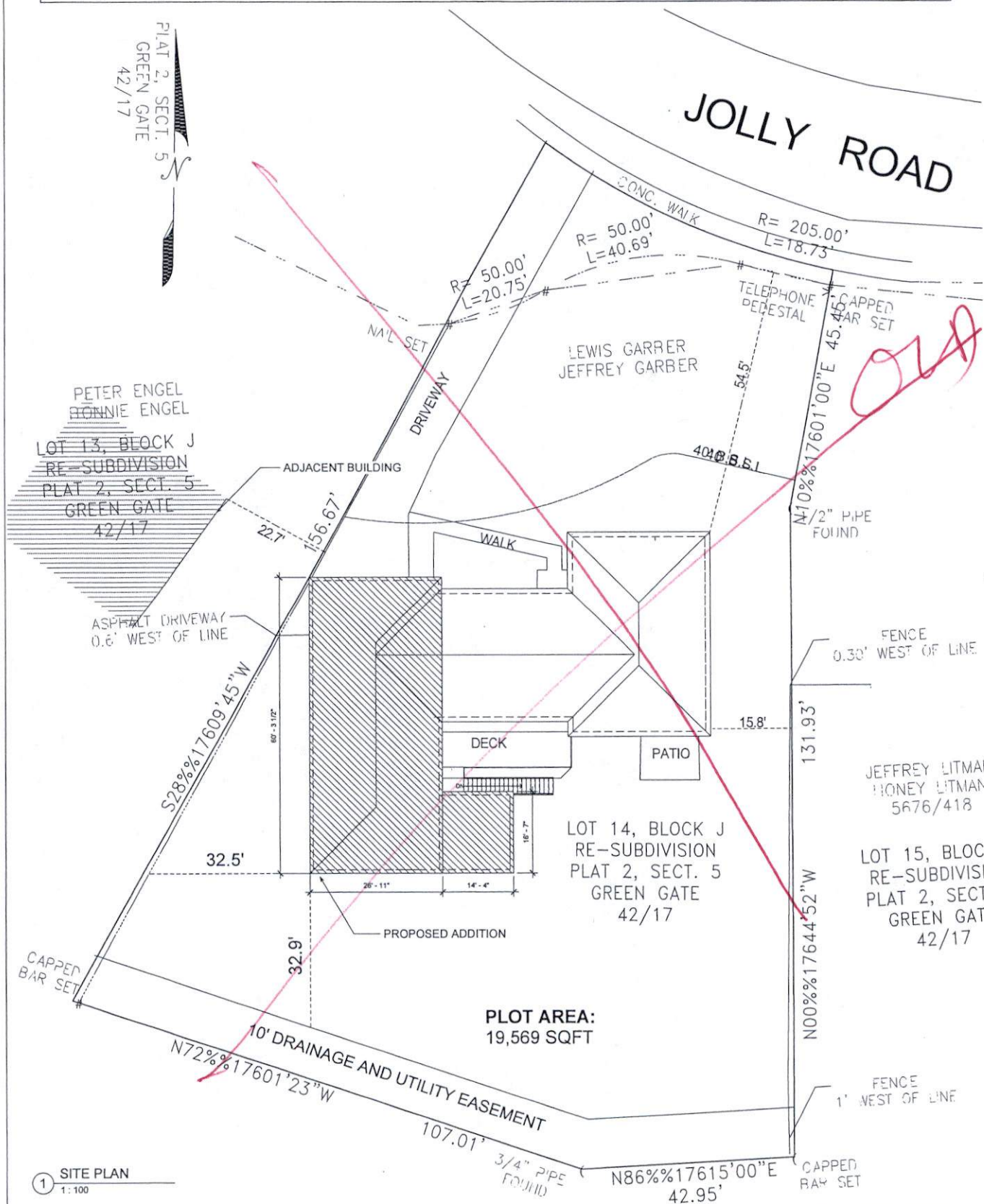
2025 Jolly RD

SITE PLAN

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

A001

Scale 1:100





Consultant	Address	Phone	Fax	e-mail
Consultant	Address	Phone	Fax	e-mail
Consultant	Address	Phone	Fax	e-mail
Consultant	Address	Phone	Fax	e-mail
Consultant	Address	Phone	Fax	e-mail

[illegible]

2025 Jolly RD

PERMIT

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

A100

Scale	As indicated
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6/24/2020 12:21:18 PM



The Declaration of Understanding for the Accessory Apartment at:

2505 Jolly Road, Baltimore, MD 21209

is approved: _____

Michael Mallinoff, Director

Department of Permits, Approvals and Inspections

Date

DECLARATION OF UNDERSTANDING

THIS DECLARATION OF UNDERSTANDING ("Declaration") is made this ____ day of April, 2021, between Jeffrey Garber and Leah Lewis-Garber ("Declarants") and the Baltimore County Department of Permits, Approvals, and Inspections ("PAI").

Recitals

- A. Declarants are the owners of 2025 Jolly Road, Baltimore, Maryland 21209 (the "Property").
- B. Declarants have filed an application for a use permit and a special hearing to: construct a 2,453 square foot, two-floor addition containing one accessory apartment unit including a 528 square foot two car garage. 536 1,065 S.F.
- C. The Property is more particularly described by metes and bounds description that is attached to and incorporated in this Declaration as Exhibit A.
- D. The plans for the Property are attached to and incorporated in this Declaration as Exhibit B.
- E. The Property is zoned DR2.
- F. The Administrative Law Judge has approved the Declarants' request to create an accessory apartment complete with dedicated bathing and cooking facilities, located on this Property.
- G. The accessory apartment will be the housing for Karen Oliva (mother of Leah Lewis Garber) and her husband Lawrence Oliva. The other residents of the Property are Jeffrey Garber and his wife Leah Lewis-Garber, and their two sons, Leo and Mateo Lewis Garber. The Garbers live in the existing single family residence. The use permit must be renewed with PAI every two years by filing a renewal on a PAI approved form to be dated from the month of the initial approval. Confirm occupants
- H. As a condition of approval of the Declarants' request, Bill No. 49-11 requires the filing of this Declaration among the Land Records of Baltimore County to provide notice to any future owners, subsequent *bona fide* purchasers, or users of the Property that no part of any improvements or addition on the Property may be used for separate living quarters and that all improvements shall only be used as a single-family residence, unless otherwise approved by and at the discretion of PAI.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledge, the Declarants and PAI declare as follows:

I. ...include a maintenance agreement

AMENDED - 2020-0213-SPHA

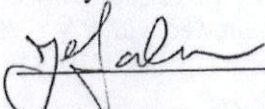
1. All improvements now existing or to be constructed on the Property shall be used only as a single-family residence. No improvements or additions shall ever be used as a separate living quarter or second residential unit. The kitchen for the accessory apartment will be constructed as part of the Property and shall be accessory to the principal use of the Property as a single-family residence. The accessory apartment shall house only the immediate family members listed in this Declaration and it is not to be used as an independent residential unit, nor is it to be used for compensation, and it shall not be used by any other person or for any other reason. The use permit and this Declaration are subject to the order, conditions, or restrictions of any required zoning hearing. The hearing order is to be made part of this Declaration when it is recorded in Land Records.

2. Once the accessory apartment is no longer occupied by the persons named in this Declaration or if the property is sold, or the use permit has not been renewed within the 2 year temporary use permit time limit, the use permit shall terminate, and any proposed changes in occupancy to the accessory apartment by the Property owner or subsequent purchaser shall require a new request for a use permit.

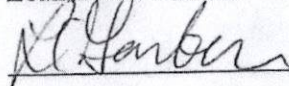
3. Upon use permit termination, the accessory apartment in the Property requires removal of the kitchen and possibly other residential elements, at the discretion of PAI. The Declarants, upon termination of the use permit, will provide written notification to PAI for the closing of the Department file.

4. The covenants, conditions, and restrictions stated above shall run with and bind the Property and shall be enforceable by Baltimore County and by the owners of all or any portion of the Property. Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the covenants, either to restrain the violation or to recover damages.

Jeffrey Garber



Leah Lewis-Garber



Baltimore County Department of Permits,
Approvals, and Inspections "PAI"

By: _____

Name: _____

Title: _____

State of Maryland)

)

County of Baltimore)

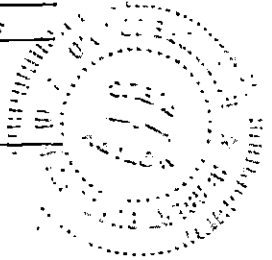
On this 20th day of April, 2021, before me, the undersigned officer, personally appeared Jeffrey Garber and Leah Lewis-Garber who have satisfactorily been proven to be the persons whose names are subscribed to the within instrument, having acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Notary Seal]

HB
Name: Herbert Burgunder III

Notary Public
My commission expires 3/9/23



State of Maryland)
County of Baltimore)

I CERTIFY that on the ____ day of April, 2021, before me a Notary Public for the state and county aforesaid, personally appeared _____, who acknowledged himself/herself to be the _____ of Baltimore County Department of Permits, Approvals, and Inspections "PAI", and who further acknowledged that he/she, in such capacity, and being authorized to do so, executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

[Notary Seal]

Name: _____

Notary Public
My commission expires _____

ATTORNEY CERTIFICATION

This is to certify that this instrument was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

HB
Herbert Burgunder III

After Recording Return to:
Herbert Burgunder III
Rimon Law
1501 Sulgrave Avenue
Suite 311
Baltimore, Maryland 21209
410-664-6500 (phone and fax)
hb3@rimonlaw.com

PROPERTY DESCRIPTION

EXHIBIT 'A'

2025 JOLLY ROAD

PARCEL ONE: BEING KNOWN AND DESIGNATED as Lot No. 14, Block J, as shown on Plat 2, Section 5, Green Gate, which Plat is recorded among the Land Records of Baltimore County, Maryland, in Plat Book E.H.K., Jr. No. 38, Folio 77. The improvements thereon being known as 2025 Jolly Road.

PARCEL TWO: BEGINNING for the same at a pipe, said point being the common rear corner of Lot No. 14 and Lot No. 15 of Block J, Plat 2, Section 5, Green Gate, and recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 38, Folio 77, also said point being North 86 degrees 15 minutes 00 seconds East 17.58 feet from the point No. 3383 whose coordinates are North 31, 899.10 and West 15, 814.53 as shown on the above-referred Plat; and running thence and binding partly on the rear lot line of said Lot No. 15: (1) North 86 degrees 15 minutes 00 seconds East 25.37 feet to a pipe now set and running thence for the new division line; (2) North 00 degrees 44 minutes 52 seconds West 131.93 feet to a pipe set on the common line of Lot No. 14 and Lot No. 15 as shown on said Plat; and running thence and binding partly on the said common lot line of said Lot No. 14 and Lot No. 15; (3) South 10 degrees 01 minutes 00 seconds West 135.65 feet to the place of beginning.

AMENDED-2020-0213-SPT/A

4 ELEVATION - NORTH
1/4" = 1'-0"

5 ELEVATION - WEST
1/4" = 1'-0"

4 ELEVATION - SOUTH
12'-0"
8'-0"
ROOF
FINISH

3 ELEVATION - EAST
12'-0"
8'-0"
ROOF
FINISH

Basement floor plan showing various rooms and dimensions. The plan includes a Living Room (17' x 17'), Dining Room (12' x 12'), Kitchen (10' x 10'), and a Bathroom (5' x 5'). There are also several closets, a linen closet, and a laundry room. The overall dimensions are 34' x 34'.

Architectural floor plan for Level 1. The plan shows a large central hall with two cars parked. To the right are the Kitchen (10 SP), Dining (161 SP), Formal Dining (124 SP), and Living Room (230 SP). To the left are the Storage Closet, Mudroom, and several bedrooms including a Master Bedroom (131 SP), a Guest Bedroom (133 SP), and a Suite (202 SP). The plan includes numerous dimensions, door swings, and a north arrow.

[illegible]

2025 Jolly RD

PERMIT

Project Number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

A100

Route	As indicated
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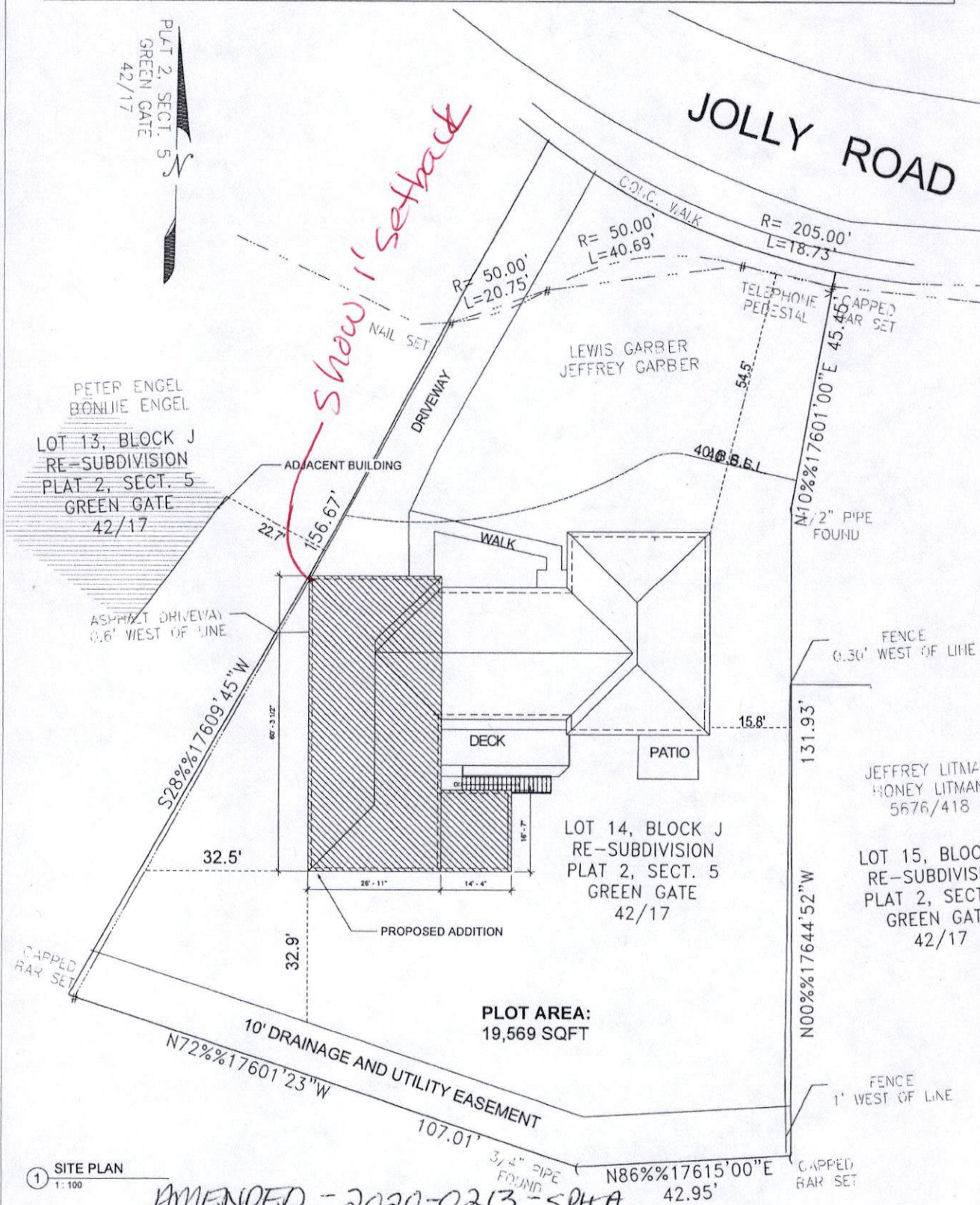
[illegible]

2025 Jolly RD

SITE PLAN

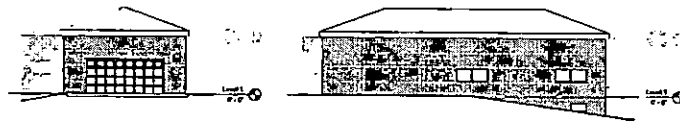
Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

A001

Scale
1:100

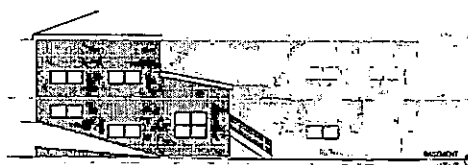
AMENDED - 2020-0213 - SPHA

AMENDED - 2020-0213-SPH4

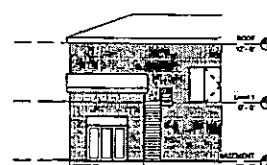


6 ELEVATION - NORTH
1/8" = 1'-0"

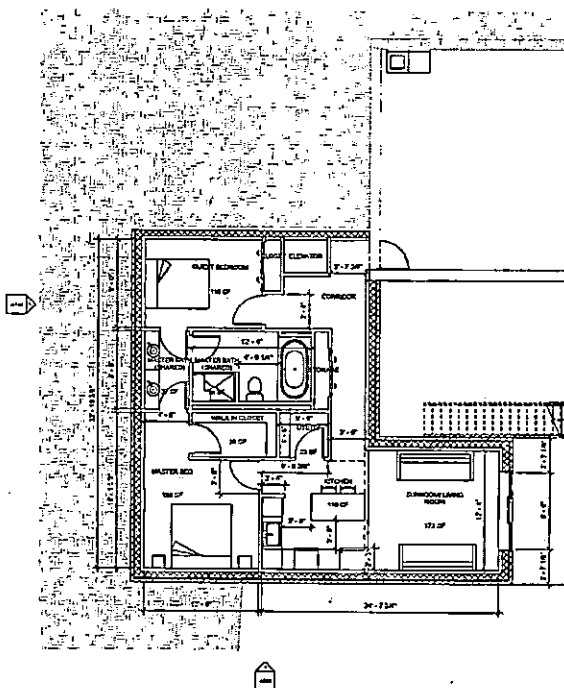
5 ELEVATION - WEST
1/8" = 1'-0"



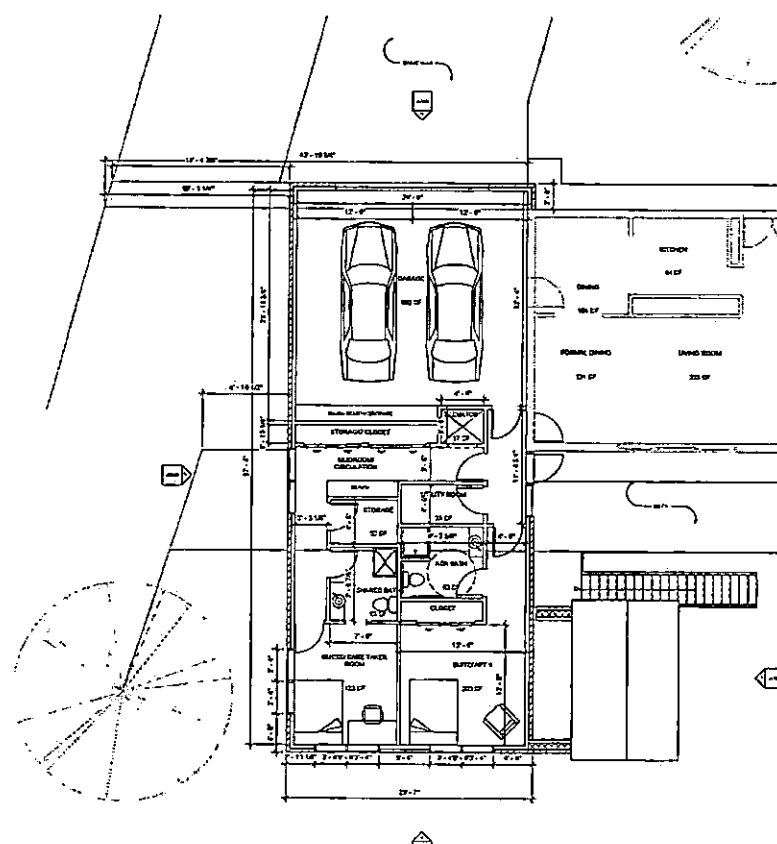
4 ELEVATION - SOUTH
1/8" = 1'-0"



3 ELEVATION - EAST
1/8" = 1'-0"



2 BASEMENT
1/8" = 1'-0"



1 Level 1
1/8" = 1'-0"

2025 Jolly RD PERMIT		
Project Number	Project Number	
Date	Issue Date	
Drawn by	Author	
Checked by	Checker	
A100		
Scale	As indicated	

Debra Wiley

From: Administrative Hearings
Sent: Thursday, April 21, 2022 12:13 PM
To: Monica Thompson; Administrative Hearings
Subject: RE: Office of Administrative Hearings

mm (R) 11-15-21
⑤ 11-29-21
Short + Dismiss.
As Unnecessary

Ms. Thompson,

This is to acknowledge receipt of your email with attachment (recorded easement).

We are very sorry to learn of the news of Mr. Burgunder. Please accept our thoughts and prayers for his family, friends and co-workers.

Thank you.

From: Monica Thompson <monica.thompson@rimonlaw.com>
Sent: Thursday, April 21, 2022 12:03 PM
To: Administrative Hearings <administrativehearings@baltimorecountymd.gov>
Subject: RE: Office of Administrative Hearings

CAUTION: This message from monica.thompson@rimonlaw.com originated from a non Baltimore County Government or non BCPL email system. Hover over any links before clicking and use caution opening attachments.

Dear Sir or Madam:

Attached, please find the recorded easement for case number 2020-0213-SPHA for 2025 Jolly Road.

Mr. Burgunder passed away unexpectedly Tuesday evening. Our office will continue to work through any processes necessary with regard to this case.

If you have any questions, or require further information, please do not hesitate to contact me.

Best regards,

Monica L. Thompson, ACP

Monica Thompson | Real Estate Paralegal

RIMON PC
+1 667.444.4743 | monica.thompson@rimonlaw.com
1501 Sulgrave Avenue Suite 311, Baltimore, Maryland 21209

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This e-mail is sent by a law firm and contains information that may be confidential or privileged. If you have received this communication in error, please reply to the sender (only) and then please delete this message from your inbox as well as any copies. Thank you.

To: Herbert Burgunder III <herbert.burgunder@rimonlaw.com>; administrativehearings@baltimorecountymd.gov
Subject: RE: Office of Administrative Hearings

Good Afternoon,

Attached, please find a consent from Peter and Bonnie Engel. Please add the consent as Exhibit 6 2020-0213-SPHA for 2025 Jolly Road.

Thank you.

Monica Thompson | Real Estate Paralegal

RIMON PC

+1 667.444.4743 | monica.thompson@rimonlaw.com
1501 Sulgrave Avenue Suite 311, Baltimore, Maryland 21209

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This e-mail is sent by a law firm and contains information that may be confidential or privileged. If you have received this communication in error, please reply to the sender (only) and then please delete this message from your inbox as well as any copies. Thank you.

From: Herbert Burgunder III <herbert.burgunder@rimonlaw.com>

Sent: Thursday, November 11, 2021 8:31 AM

To: administrativehearings@baltimorecountymd.gov

Cc: Monica Thompson <monica.thompson@rimonlaw.com>

Subject: Office of Administrative Hearings

Attached are the Exhibits for 2020-0213-SPHA for 2025 Jolly Road. Please let me know if you have any questions.

Herbert Burgunder III | Partner

RIMON PC

+1 410.664.6500 | hb3@rimonlaw.com
1501 Sulgrave Avenue, Suite 311, Baltimore, MD 21209

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TAX NOT REQUIRED
 Director of Budget and Finance
 BALTIMORE COUNTY, MARYLAND
 COUNTY TRANSFER TAX CR
 ART 11 TITLE 3 SUBTITLE 2, 11-3-202
 RECORDATION TAX CR
 T.P.ART 12-108 Date 04-20-2022

Baltimore County Cir Crt
 IMP FD SURE \$40.00
 RECORDING FEE \$20.00
 TOTAL \$60.00
 JLE SLF
 Apr 21, 2022 08:23 am

EASEMENT AND MAINTENANCE AGREEMENT

This Easement and Maintenance Agreement ("Agreement") is made this 22nd day of March, 2022, between Peter Engel and Bonnie Engel (together, "Grantors"), and Jeffrey Garber and Leah Lewis Garber (together, "Grantees").

Recitals

A. Grantees are the owners of real property located in Baltimore County, Maryland, addressed as 2025 Jolly Road, Baltimore, Maryland, and more particularly described in a Deed dated May 1, 2019, recorded among the Land Records of Baltimore County, Maryland in Liber 41367, folio 260 ("Garber Property"). The Garber Property is also designated as Lot 14, Block J on a plat entitled "Plat to Accompany a Petition for Special Hearing, Use Permit and Variances GARBER PROPERTY ..." by Dietz Surveying Co., dated April 22, 2021 ("Plat"). A copy of the Plat is attached to and incorporated in this Agreement as Exhibit A.

B. Grantors are the owners of the adjacent real property located in Baltimore County, Maryland, addressed as 2027 Jolly Road, Baltimore, Maryland that is more particularly described in a Deed dated July 27, 1988, and recorded among the Land Records of Baltimore County, Maryland in Liber 7927, folio 47 ("Engel Property"), and designated on the Plat as Lot 13, Block J.

C. Grantees propose to construct an approximately 1,800 square-foot addition to their existing dwelling to be used as an accessory in-law apartment, garage, and additional bedrooms and bathrooms. Because the Grantees' house sits at an odd angle and is not parallel to Jolly Road, one corner of the proposed garage has a one-foot set back from the Engel Property line. Grantees filed a Petition for Special Hearing and Variance (Case No. 2020-0213-SPHA) to approve the proposed addition with the one-foot setback from the Engel Property line. The Office of Administrative Hearings for Baltimore County, through the Administrative Law Judge, granted the variance conditioned on the parties executing and recording this Easement and Maintenance Agreement in the Land Records of Baltimore County, Maryland.

D. Grantors are willing to grant Grantees an easement for the purposes of ingress and egress over the Engel Property to construct the addition to the existing dwelling on the Garber Property and to maintain and repair the improvements built on the Garber Property ("Easement Area").

The parties desire to enter into this Agreement to confirm the Easement Area and set forth their respective rights and obligations under this Agreement.

Agreement

The parties agree as follows:

1. Grant of Easement. Grantors grant to Grantees a non-exclusive easement to enter onto the Engel Property to construct, maintain, repair, and replace the improvements constructed on the Garber Property, subject to the terms, conditions, and limitations of this Agreement.

2. Indemnification. Grantees shall indemnify, defend, and hold Grantors harmless from and against all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by Grantors arising from or by reason of Grantees' access to or use of the Easement Area.

3. Default. If any party defaults under the terms of this Agreement, then the non-defaulting party shall notify the defaulting party in writing of the default. If the defaulting party fails to remedy the default within 15 days from the date of the notice of default, then the non-defaulting party may either remedy the defaulting party's default and seek to be reimbursed for any expenses or seek to have the terms of this Agreement enforced by a court. In either case, if a lawsuit is filed to enforce the terms of this Agreement or for reimbursement for costs related to curing a default, then the prevailing party is entitled to be reimbursed for reasonable attorneys' fees and court costs.

4. Maintenance of Easement Area. In the event the surface of any portion of the Easement Area or the Engel Property is disturbed by the Grantees' exercise of any of its rights under this Agreement, then the area shall be restored to the condition in which it existed as of the commencement of the activity. Grantees assume the obligation, including all costs and expenses, to maintain and repair the Easement Area. In addition, Grantees shall perform necessary maintenance so as to keep the Easement Area at all times in the same condition as existed on the date of this Agreement.

5. Grantees' Use of Easement Area. Grantees shall have unfettered use of the Easement Area over a portion of the Engel Property for all purposes of ingress and egress to access and exit the improvements on the Garber Property, and to maintain the improvements constructed on the Garber Property. Notwithstanding, this Easement only includes the portion of the Engel's Property that is reasonably necessary for ingress and egress to access and exit the improvements and not the entirety of the Engel's Property. If future construction occurs on the Garber Property that requires the use of the Engel Property for any purposes, then an easement specific to that construction must be executed by both parties and recorded in accordance with Section 9. The Easement Area shall at all times remain free from obstructions (including obstructions placed by Grantees or Grantors). No temporary or permanent improvements shall be installed by the Grantees or Grantors in, on, or about the Easement Area to as to limit access to the improvements on the Garber Property or to prohibit or limit construction of the improvements.

6. Grantors' Use of Easement Area. Grantors reserve the right to use the Easement Area for any purpose that does not interfere with Grantees' rights and their use of the Easement Area.

7. Benefit and Burden. The covenants, agreements, and commitments as set forth in this Agreement are expressly intended to run with the Garber Property and Engel Property, and shall be binding not only upon the parties in this Agreement but also upon their successors in interest, including but not limited to transferees, personal representatives, and assignees. The parties expressly bind all successors in interest to each covenant, agreement, commitment, and obligation made in this Agreement. This Agreement may only be modified by a written document signed by the owners of the Garber Property and the Engel Property, and recorded among the Land Records of Baltimore County, Maryland.

8. Notices. Any notice, demand, consent, approval, request, or other communication or document to be provided to an owner shall be, (a) in writing, and (b) hand-delivered to the last known address of the owner or sent by e-mail with an acknowledgement of receipt by the recipient.

9. General. Maryland law governs this Agreement. Any change or modification of this Agreement must be made in writing and signed by the parties and recorded in the Land Records of Baltimore County.

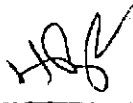
WITNESS the parties have executed and acknowledged this Agreement, under seal, on the day and year first above written.

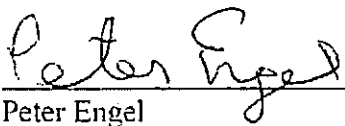
Witness:

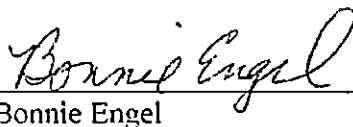


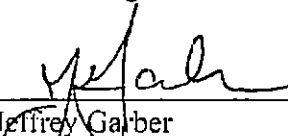


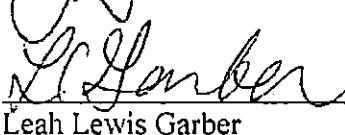




 (SEAL)
Peter Engel

 (SEAL)
Bonnie Engel

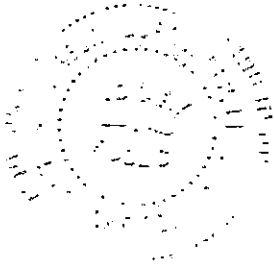
 (SEAL)
Jeffrey Garber

 (SEAL)
Leah Lewis Garber

STATE OF Florida, COUNTY OF Broward, TO WIT:

I CERTIFY that on this 22nd day of March, 2022, before me, the undersigned officer, personally appeared Jeffrey Garber and Leah Lewis Garber, who have been satisfactorily proven to be the persons whose names are subscribed to this Agreement, who acknowledged themselves to be the individuals whose names are transcribed above, and that they executed the foregoing instrument for the purposes contained.

Witness my hand and seal.



[Signature]

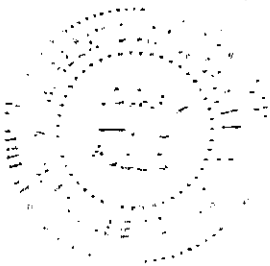
NOTARY PUBLIC

My Commission Expires: 3/19/23

STATE OF Florida, COUNTY OF Broward, TO WIT:

I CERTIFY that on this 22nd day of March, 2022, before me, the undersigned officer, personally appeared Peter Engel and Bonnie Engel, who have been satisfactorily proven to be the person whose name is subscribed to this Agreement, who acknowledged himself to be the individual whose name is transcribed above, and that he executed the foregoing instrument for the purposes contained.

Witness my hand and seal.



[Signature]

NOTARY PUBLIC

My Commission Expires: 3/19/23

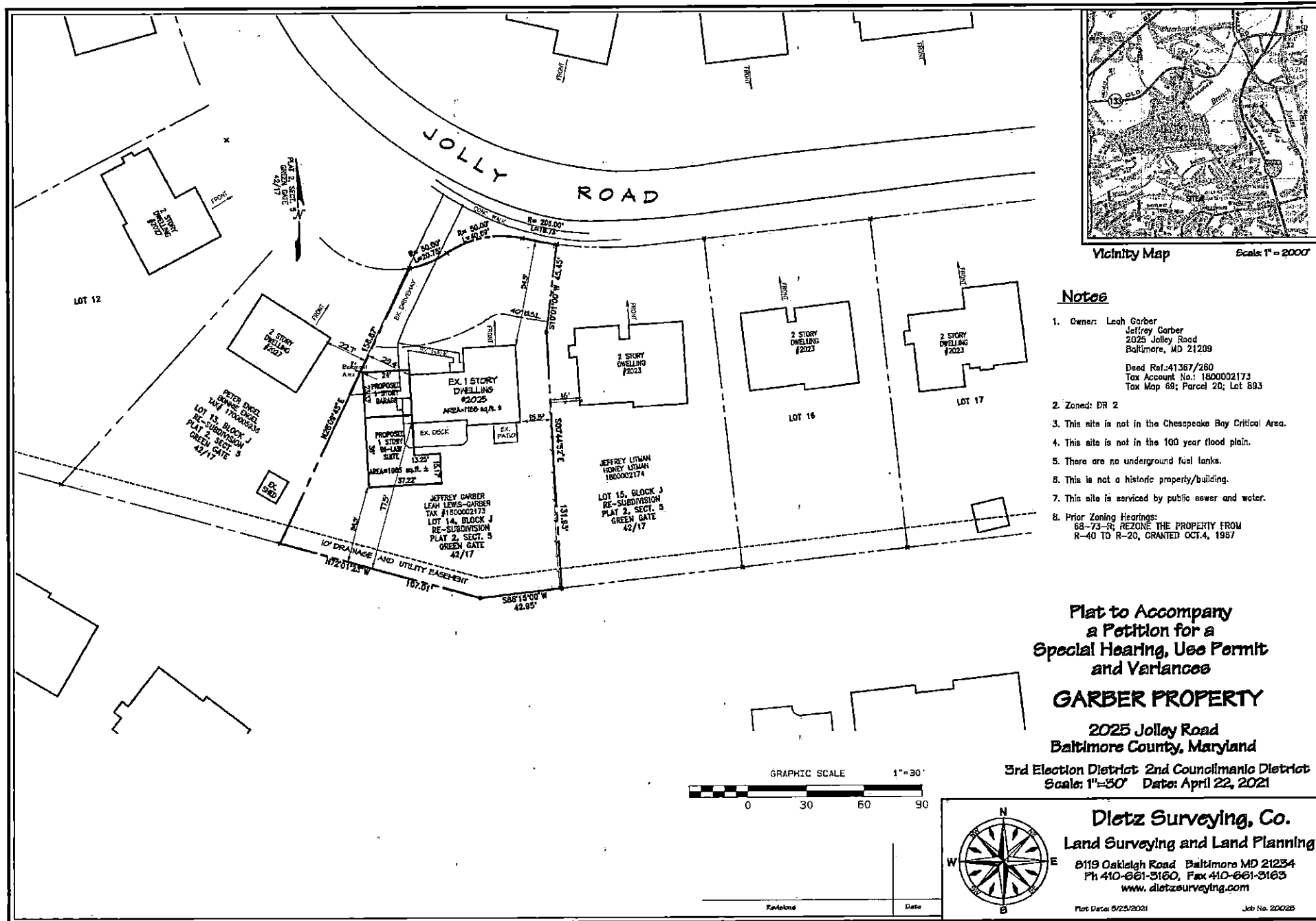
CERTIFICATION

This instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.



Herbert Burgunder III

After recording, return to:
Herbert Burgunder III
Rimon, P.C.
1501 Sulgrave Avenue, Suite 311
Baltimore, Maryland 21209
410-664-6500
hb3@rimonlaw.com



☐ Baltimore City ☒ County - Baltimore
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
 (Type or Print in Black Ink Only--All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1	Type(s) of Instruments	☐ Check Box if addendum Intake Form is Attached.						
		☐ Deed	☐ Mortgage	☒ Other Easement	☐ Other			
		☐ Deed of Trust	☐ Lease					
2	Conveyance Type Check Box	☐ Improved Sale Arms-Length [1]	☐ Unimproved Sale Arms-Length [2]	☐ Multiple Accounts Arms-Length [3]	☐ Not an Arms-Length Sale [9]			
3	Tax Exemptions (if applicable)	Recordation						
	Cite or Explain Authority	State Transfer						
		County Transfer						
4	Consideration and Tax Calculations	Consideration Amount				Finance Office Use Only		
		Purchase Price/Consideration \$				Transfer Tax Consideration \$		
		Any New Mortgage \$				X () % = \$		
		Balance of Existing Mortgage \$				Less Exemption Amount - \$		
		Other: \$				Total Transfer Tax = \$		
		Other: \$				Recordation Tax Consideration \$		
		Full Cash Value: \$				X () per \$500 = \$		
			TOTAL DUE \$					
5	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent:		
		Recording Charge		\$ 20.00	\$	Tax Bill:		
		Surcharge		\$ 40.00	\$	C.B. Credit:		
		State Recordation Tax		\$	\$	Ag. Tax/Other:		
		State Transfer Tax		\$	\$			
		County Transfer Tax		\$	\$			
		Other		\$	\$			
			Other		\$	\$		
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
		03	1703005936	7927/47	69	893	(5)	
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Flat Ref.	SqFt/Acreage (4)
		0000		13	J	5	38/77	
		Location/Address of Property Being Conveyed (2)						
		2027 Jolly Road, Baltimore, Maryland 21209						
		Other Property Identifiers (if applicable)					Water Meter Account No.	
		Residential ☐ or Non-Residential ☐ Fee Simple ☐ or Ground Rent ☐ Amount:						
		Partial Conveyance? ☐ Yes ☐ No Description/Amt. of SqFt/Acreage Transferred:						
	If Partial Conveyance, List Improvements Conveyed:							
7	Transferred From	Doc. 1 - Grantor(s) Name(s)				Doc. 2 - Grantor(s) Name(s)		
		Peter Engel						
		Bonnie Engel						
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)				Doc. 2 - Owner(s) of Record, if Different from Grantor(s)		
8	Transferred To	Doc. 1 - Grantee(s) Name(s)				Doc. 2 - Grantee(s) Name(s)		
		Jeffrey Garber						
		Leah Lewis Garber						
		New Owner's (Grantee) Mailing Address						
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)				Doc. 2 - Additional Names to be Indexed (Optional)		
10	Contact/Mail Information	Instrument Submitted By or Contact Person					☒ Return to Contact Person	
		Name: Hebert Burgunder III					☐ Hold for Pickup	
		Firm: Rimor, P.C.					☐ Return Address Provided	
		Address: 1501 Sulgrave Avenue, Suite 311 Baltimore, Maryland 21209 Phone: ()						
11	Assessment Information	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER						
		☐ Yes ☒ No	Will the property being conveyed be the grantee's principal residence?					
		☐ Yes ☒ No	Does transfer include personal property? If yes, identify:					
		☒ Yes ☐ No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).					
Assessment Use Only - Do Not Write Below This Line								
Terminal Verification		Agricultural Verification		Whole Part		Tran. Process Verification		
Transfer Number	Date Received:	Deed Reference:	Assigned Property No.:					
Year	20	20	Geo.	Map	Sub	Block		
Land			Zoning	Grid	Plat	Lot		
Buildings			Use	Parcel	Section	Occ. Cd.		
Total			Town Cd.	Ex. St.	Ex. Cd.			
REMARKS:								

Space Reserved for County Validation



The Declaration of Understanding for the Accessory Apartment at:

2025 Jolly Road Baltimore MD
Address of property

is approved: C. P. O. R. 7/20/22
Director Date
Department of Permits, Approvals and Inspections

Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND
COUNTY TRANSFER TAX CR
ART 11 TITLE 3 SUBTITLE 2, 11-3-202
RECORDATION TAX CR
T.P.ART 12-108 Date 04-20-2022

Baltimore County Cir Crt
IMP FD SURE \$40.00
RECORDING FEE \$20.00
TOTAL \$60.00
JLE SLF
Apr 21, 2022 08:23 am

EASEMENT AND MAINTENANCE AGREEMENT

This Easement and Maintenance Agreement ("Agreement") is made this 22nd day of March, 2022, between Peter Engel and Bonnie Engel (together, "Grantors"), and Jeffrey Garber and Leah Lewis Garber (together, "Grantees").

Recitals

A. Grantees are the owners of real property located in Baltimore County, Maryland, addressed as 2025 Jolly Road, Baltimore, Maryland, and more particularly described in a Deed dated May 1, 2019, recorded among the Land Records of Baltimore County, Maryland in Liber 41367, folio 260 ("Garber Property"). The Garber Property is also designated as Lot 14, Block J on a plat entitled "Plat to Accompany a Petition for Special Hearing, Use Permit and Variances GARBER PROPERTY ..." by Dietz Surveying Co., dated April 22, 2021 ("Plat"). A copy of the Plat is attached to and incorporated in this Agreement as Exhibit A.

B. Grantors are the owners of the adjacent real property located in Baltimore County, Maryland, addressed as 2027 Jolly Road, Baltimore, Maryland that is more particularly described in a Deed dated July 27, 1988, and recorded among the Land Records of Baltimore County, Maryland in Liber 7927, folio 47 ("Engel Property"), and designated on the Plat as Lot 13, Block J.

C. Grantees propose to construct an approximately 1,800 square-foot addition to their existing dwelling to be used as an accessory in-law apartment, garage, and additional bedrooms and bathrooms. Because the Grantees' house sits at an odd angle and is not parallel to Jolly Road, one corner of the proposed garage has a one-foot set back from the Engel Property line. Grantees filed a Petition for Special Hearing and Variance (Case No. 2020-0213-SPHA) to approve the proposed addition with the one-foot setback from the Engel Property line. The Office of Administrative Hearings for Baltimore County, through the Administrative Law Judge, granted the variance conditioned on the parties executing and recording this Easement and Maintenance Agreement in the Land Records of Baltimore County, Maryland.

D. Grantors are willing to grant Grantees an easement for the purposes of ingress and egress over the Engel Property to construct the addition to the existing dwelling on the Garber Property and to maintain and repair the improvements built on the Garber Property ("Easement Area").

The parties desire to enter into this Agreement to confirm the Easement Area and set forth their respective rights and obligations under this Agreement.

Agreement

The parties agree as follows:

1. Grant of Easement. Grantors grant to Grantees a non-exclusive easement to enter onto the Engel Property to construct, maintain, repair, and replace the improvements constructed on the Garber Property, subject to the terms, conditions, and limitations of this Agreement.

2. Indemnification. Grantees shall indemnify, defend, and hold Grantors harmless from and against all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by Grantors arising from or by reason of Grantees' access to or use of the Easement Area.

3. Default. If any party defaults under the terms of this Agreement, then the non-defaulting party shall notify the defaulting party in writing of the default. If the defaulting party fails to remedy the default within 15 days from the date of the notice of default, then the non-defaulting party may either remedy the defaulting party's default and seek to be reimbursed for any expenses or seek to have the terms of this Agreement enforced by a court. In either case, if a lawsuit is filed to enforce the terms of this Agreement or for reimbursement for costs related to curing a default, then the prevailing party is entitled to be reimbursed for reasonable attorneys' fees and court costs.

4. Maintenance of Easement Area. In the event the surface of any portion of the Easement Area or the Engel Property is disturbed by the Grantees' exercise of any of its rights under this Agreement, then the area shall be restored to the condition in which it existed as of the commencement of the activity. Grantees assume the obligation, including all costs and expenses, to maintain and repair the Easement Area. In addition, Grantees shall perform necessary maintenance so as to keep the Easement Area at all times in the same condition as existed on the date of this Agreement.

5. Grantees' Use of Easement Area. Grantees shall have unfettered use of the Easement Area over a portion of the Engel Property for all purposes of ingress and egress to access and exit the improvements on the Garber Property, and to maintain the improvements constructed on the Garber Property. Notwithstanding, this Easement only includes the portion of the Engel's Property that is reasonably necessary for ingress and egress to access and exit the improvements and not the entirety of the Engel's Property. If future construction occurs on the Garber Property that requires the use of the Engel Property for any purposes, then an easement specific to that construction must be executed by both parties and recorded in accordance with Section 9. The Easement Area shall at all times remain free from obstructions (including obstructions placed by Grantees or Grantors). No temporary or permanent improvements shall be installed by the Grantees or Grantors in, on, or about the Easement Area to as to limit access to the improvements on the Garber Property or to prohibit or limit construction of the improvements.

6. Grantors' Use of Easement Area. Grantors reserve the right to use the Easement Area for any purpose that does not interfere with Grantees' rights and their use of the Easement Area.

7. Benefit and Burden. The covenants, agreements, and commitments as set forth in this Agreement are expressly intended to run with the Garber Property and Engel Property, and shall be binding not only upon the parties in this Agreement but also upon their successors in interest, including but not limited to transferees, personal representatives, and assignees. The parties expressly bind all successors in interest to each covenant, agreement, commitment, and obligation made in this Agreement. This Agreement may only be modified by a written document signed by the owners of the Garber Property and the Engel Property, and recorded among the Land Records of Baltimore County, Maryland.

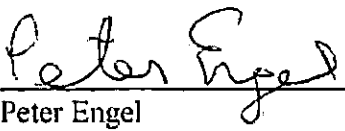
8. Notices. Any notice, demand, consent, approval, request, or other communication or document to be provided to an owner shall be, (a) in writing, and (b) hand-delivered to the last known address of the owner or sent by e-mail with an acknowledgement of receipt by the recipient.

9. General. Maryland law governs this Agreement. Any change or modification of this Agreement must be made in writing and signed by the parties and recorded in the Land Records of Baltimore County.

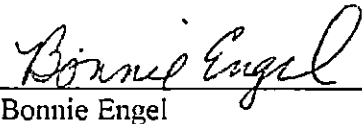
WITNESS the parties have executed and acknowledged this Agreement, under seal, on the day and year first above written.

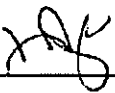
Witness:



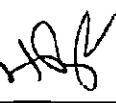
 (SEAL)
Peter Engel



 (SEAL)
Bonnie Engel



 (SEAL)
Jeffrey Garber

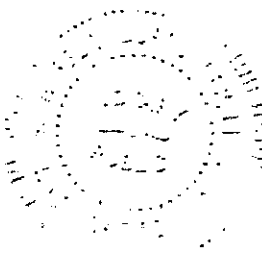


 (SEAL)
Leah Lewis Garber

STATE OF Maryland, COUNTY OF Baltimore, TO WIT:

I CERTIFY that on this 22nd day of March, 2022, before me, the undersigned officer, personally appeared Jeffrey Garber and Leah Lewis Garber, who have been satisfactorily proven to be the persons whose names are subscribed to this Agreement, who acknowledged themselves to be the individuals whose names are transcribed above, and that they executed the foregoing instrument for the purposes contained.

Witness my hand and seal.



[Signature]

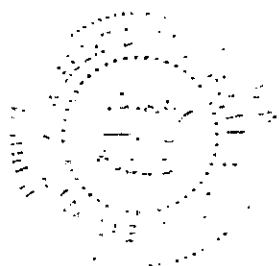
NOTARY PUBLIC

My Commission Expires: 3/19/23

STATE OF Maryland, COUNTY OF Baltimore, TO WIT:

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Witness my hand and seal.



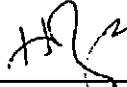
[Signature]

NOTARY PUBLIC

My Commission Expires: 3/19/23

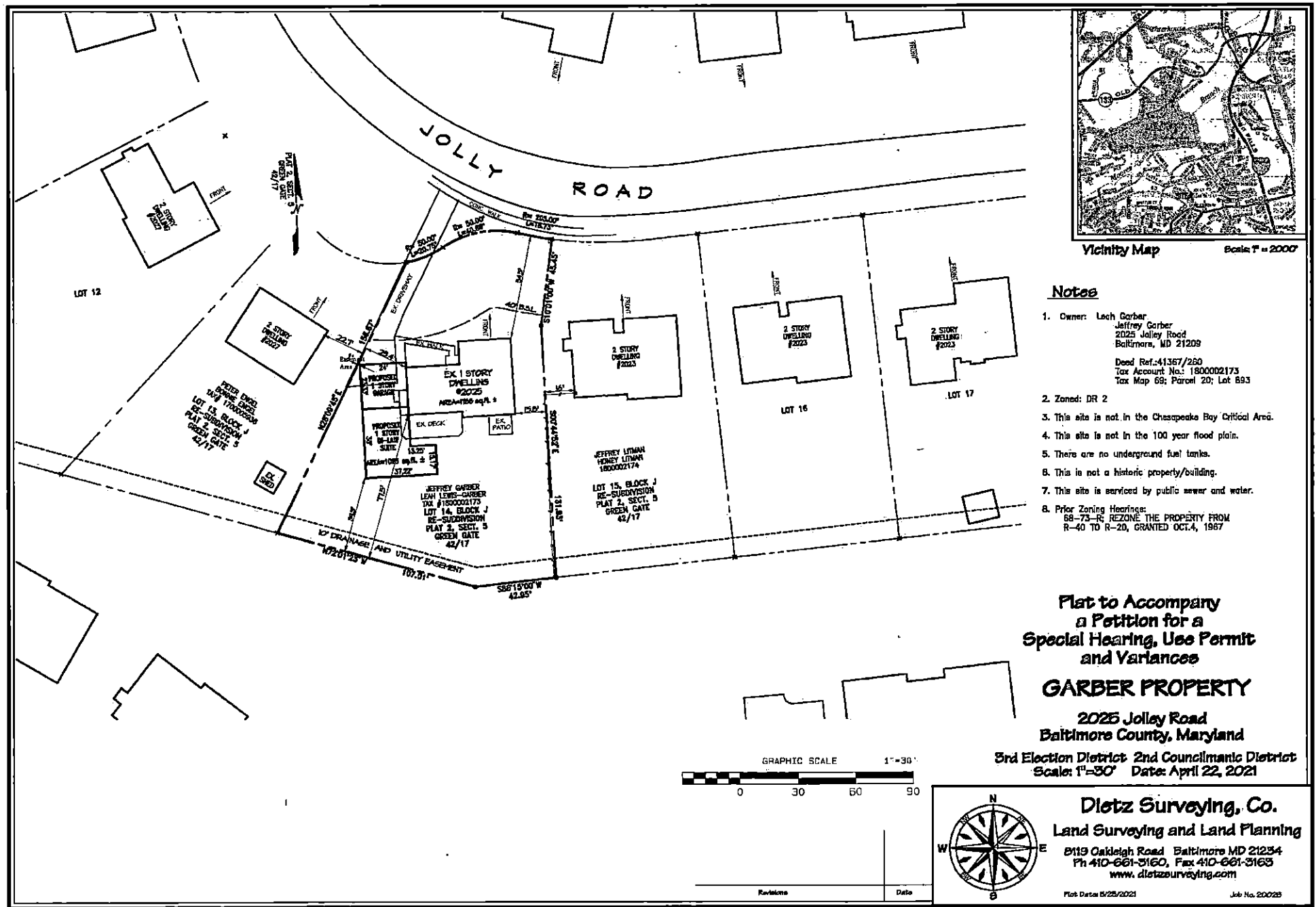
CERTIFICATION

This instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.



Herbert Burgunder III

After recording, return to:
Herbert Burgunder III
Rimon, P.C.
1501 Sulgrave Avenue, Suite 311
Baltimore, Maryland 21209
410-664-6500
hb3@rimonlaw.com



State of Maryland Land Instrument Intake Sheet BOOK: 46754 PAGE: 233 ☐ Baltimore City ☒ County: Baltimore <i>Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.</i> (Type or Print in Black Ink Only—All Copies Must Be Legible)																																																																					
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			Occ. Cd.																																																																		
REMARKS: 																																																																					

Space Reserved for County Validation



Pet Ex: 4

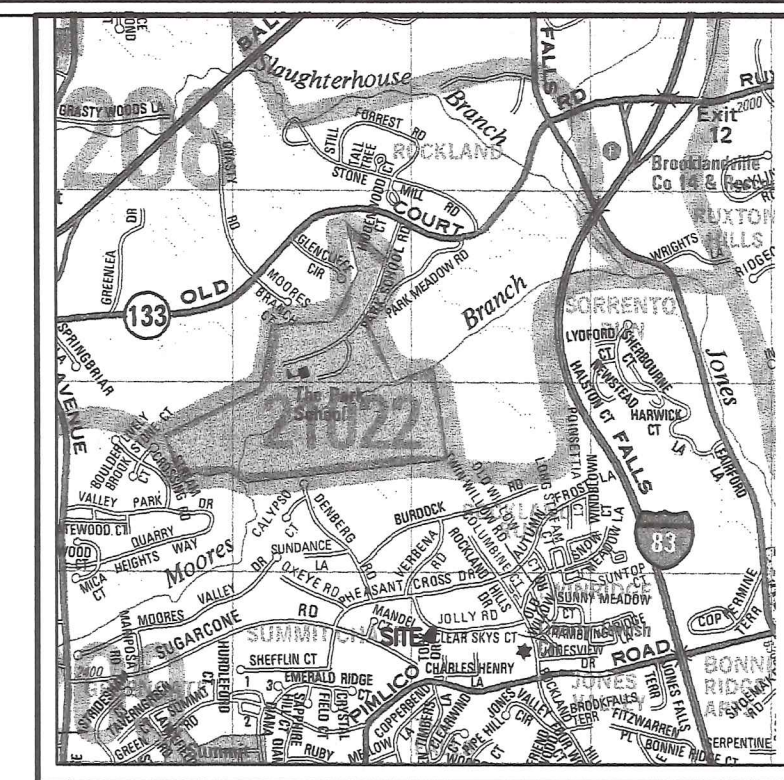
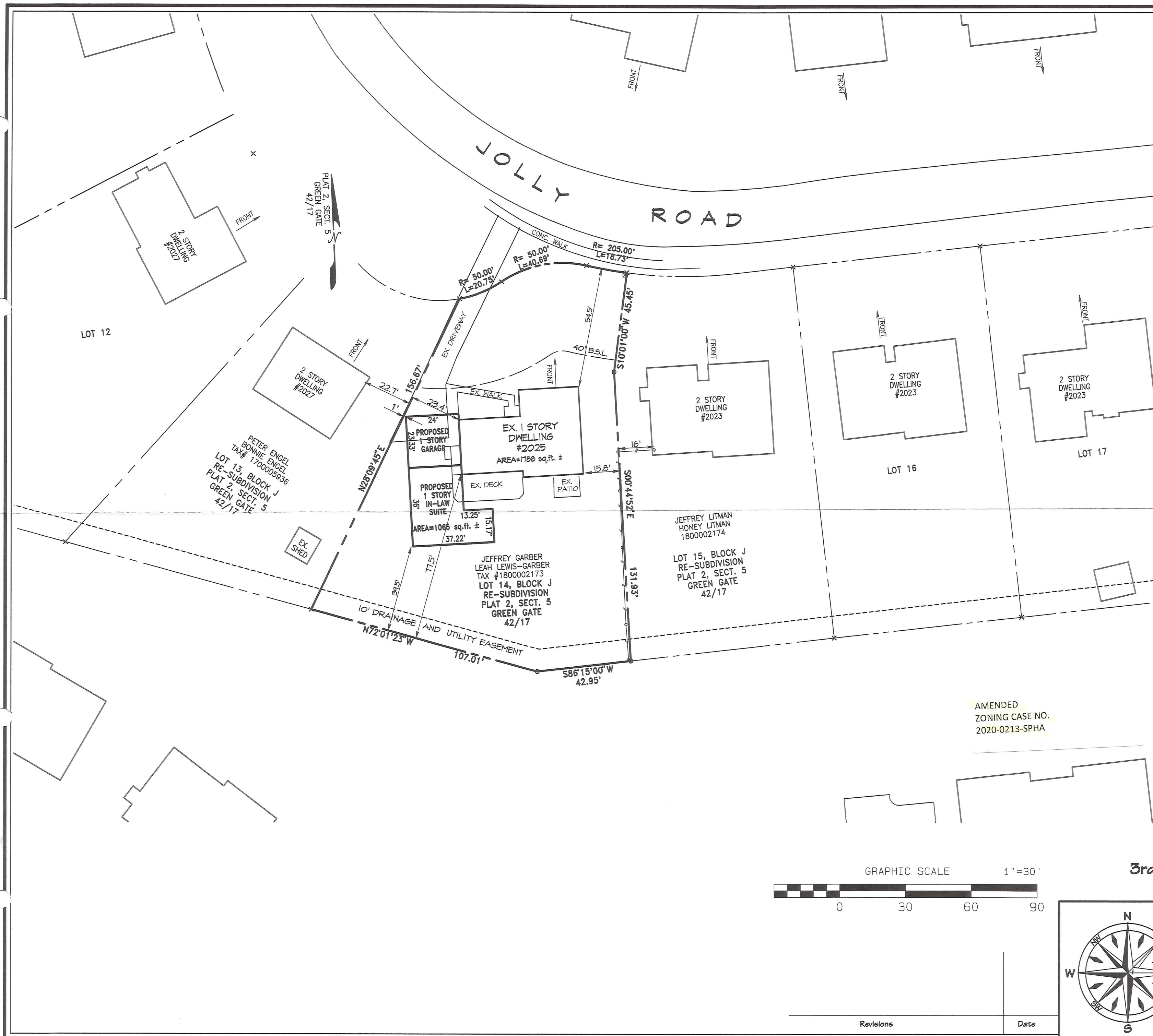


Pet Ex:
5



2020-0213-SP4A

Pet Ex. 6



Vicinity Map Scale: 1" = 2000'

Notes

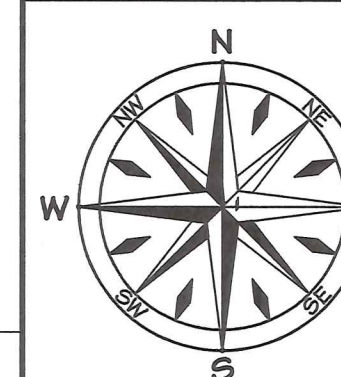
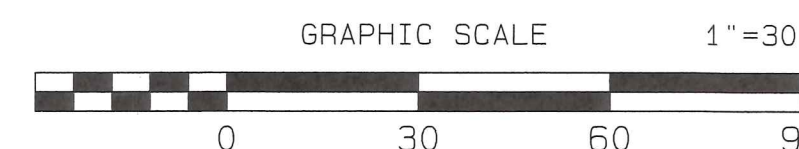
- Owner: Leah Garber
Jeffrey Garber
2025 Jolley Road
Baltimore, MD 21209
Deed Ref.: 41367/260
Tax Account No.: 1800002173
Tax Map 69; Parcel 20; Lot 893
- Zoned: DR 2
- This site is not in the Chesapeake Bay Critical Area.
- This site is not in the 100 year flood plain.
- There are no underground fuel tanks.
- This is not a historic property/building.
- This site is serviced by public sewer and water.
- Prior Zoning Hearings:
68-73-R; REZONE THE PROPERTY FROM
R-40 TO R-20, GRANTED OCT. 4, 1967

Plat to Accompany
a Petition for a
Special Hearing, Use Permit
and Variances

GARBER PROPERTY

2025 Jolley Road
Baltimore County, Maryland

3rd Election District 2nd Councilmanic District
Scale: 1"=30' Date: April 22, 2021



Dietz Surveying, Co.
Land Surveying and Land Planning
8119 Oakleigh Road Baltimore MD 21234
Ph 410-661-3160, Fax 410-661-3163
www.dietzsurveying.com

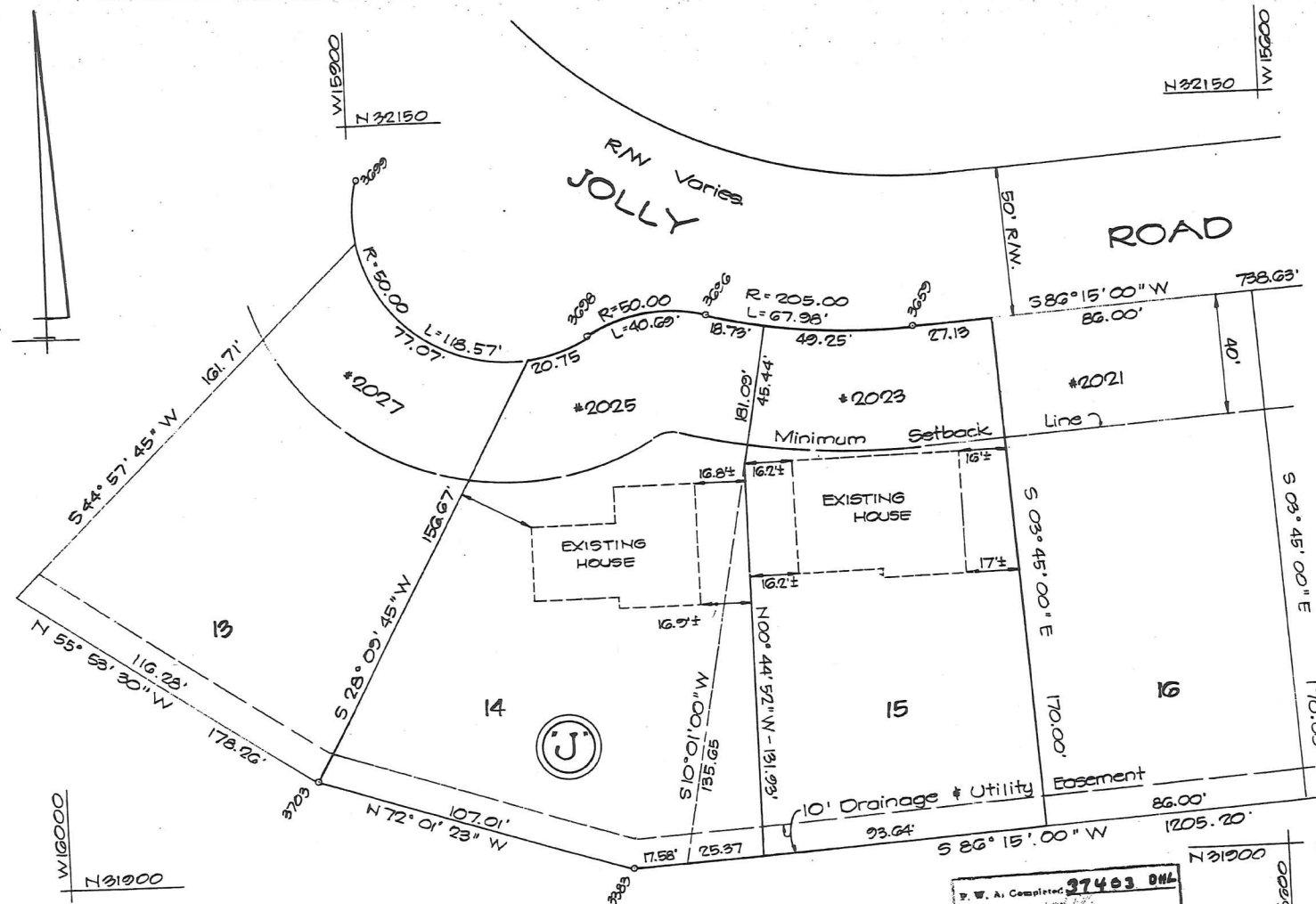
Plot Date: 5/23/2021

Job No. 20025

File Name: J:\Jolly Rd 2025\Jolly Zoning.pro

CURVE DATA						
From	To	Radius	Length	Tang	Δ	Chord
3699	3698	50.00'	118.57'	123.36'	155°52'27"	S89°26'15"E 92.68'
3698	3696	50.00'	40.69'	21.55'	46°37'32"	N81°56'17"E 39.57'
3696	3699	205.00'	67.98'	34.31'	19°00'03"	S84°14'55"E 67.67'

COORDINATES		
N ^o	NORTH	WEST
3699	32075.90	15716.49
3696	32082.68	15783.76
3698	32077.13	15822.94
3699	32132.33	15897.38
3703	31932.13	15916.31
3383	31899.10	15814.53



JONES FALLS SANITARY DRAINAGE AREA

NOTE:

Streets and/or Roads shown hereon and mention thereof in deeds are for purposes of description only and the same are not intended to be dedicated to public use the fee simple title to the beds thereof is expressly reserved in the grants of the deed to which this plat is attached their heirs and assigns.

NOTE:

Coordinates and Bearings shown on this plat are referred to the system of coordinates established in The Baltimore County Metropolitan District and are based on the following traverse stations:

X 3924 W 12403.51 N 33360.15
X 3925 W 12335.02 N 32771.30

OWNERS CERTIFICATE:

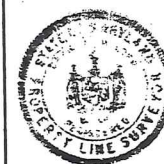
The requirements of Section 72-3, Article 17 of the Annotated Code of Maryland, (Flack 1947 Supplement) as far as they relate to the preparation of this plat have been complied with.

OWNER Arvin Rosen LOT 14 DATE 9/26/77
OWNER Jeffrey Litman LOT 15 DATE 9/26/77

SURVEYORS CERTIFICATE:

I, David E. Wilder, a Registered Land Surveyor of the State of Maryland do hereby certify that the land shown hereon has been laid out and the plat thereof prepared in accordance with the provisions of the law relating to the subdivision of land known as House Bill #499, Chapter 1016 of the Acts of 1946 and subsequent amendatory acts.

REGISTERED LAND SURVEYOR N^o 48 DATE 9/26/77



E.H.K., JR. 42 FOLIO 17

Filed for Record
OCT 25 1977

John, David, Clerk

**RESUBDIVISION
LOTS 14 & 15, BLOCK 'J'
PLAT 2 SECTION 5
"GREEN GATE"**

ELECTION DIST. N^o 3 BALTO. CO., MD.
SCALE: 1" = 30' SEPT. 24, 1977

FORMERLY RECORDED IN E.H.K., JR. 38/77

APPROVED, BALTIMORE COUNTY PLANNING BOARD

DATE: 9/25/77 DIRECTOR

APPROVED:

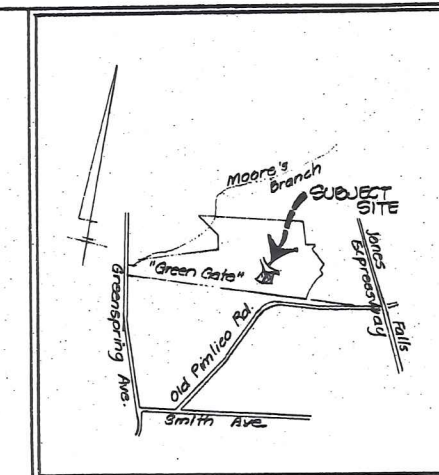
DATE: 9/25/77 DEPUTY STATE & COUNTY HEALTH OFFICER

APPROVED:

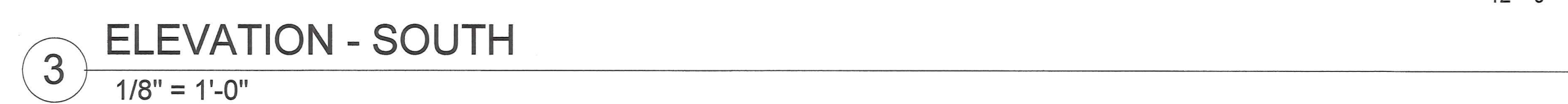
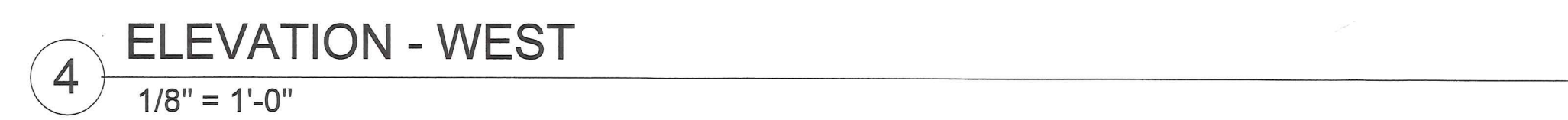
DATE: 9/25/77 COUNTY ROADS ENGINEER

B.D. LYNCH & CO., INC.
4907 HARFORD ROAD
BALTIMORE, MD. 21214

MSA SSU 1236-5912



VICINITY MAP
Scale: 1" = 2000'



2025 Jolly RD

PERMIT - ELEVATIONS

01/29/2021 0:34:47 PM

Ref Ex: 3C