IN RE: PETITION FOR SPECIAL EXCEPTION and SPECIAL HEARING 400 Grey Rock Road (Grey Rock Mansion)	*	
	*	BEFORE THE
	*	COUNTY BOARD OF
Grey Rock Properties, LLC et al. Petitioners/*Legal Owners*	*	APPEALS
.	*	Case no.: 21-0273-SPHX
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POST-HEARING MEMORANDUM

Protestants, Grey Rock Maintenance Corporation, Grey Rock Flats Condominium Association, and Grey Rock Villas Association, submit this post-hearing memorandum in support of their opposition to the petition for special exception and petition for special hearing filed by Petitioners, Brian Pomykala, Ronald Pomykala, and Anne Pomykala ("Petitioners").[1]

I. THE PETITION FOR SPECIAL EXCEPTION

Petitioners seek a special exception for a living quarters in a commercial building, as provided in section 236.2 of the Zoning Regulations (BCZR). Petitioners propose to convert an area on the second floor of the mansion building to a "caretaker's apartment." The specifics of the use, and the need for such living quarters, were less than crystalline.

[1] The Petition, as filed, states that petitioners are Ronald, Brian, and Anne Pomykala. The owner of the property, Grey Rock Properties, LLC, is not identified on the Petition.

Petitioner Anne Pomykala testified that the Mansion presently has "an old apartment that had been lived in once upon a time." (T. 47).[2] It consists of a bedroom and bathroom and "another small room that we're putting a kitchen in." (T. 48). Counsel later proffered that the existing area is 800 square feet. (T. 246). It was not clear from the Petition or from the testimony at the hearing whether this 800 square foot area (plus the new kitchen that is apparently being installed) would be the extent of the proposed caretaker's apartment.[3]

Ms. Pomykala explained that the purpose of having a living quarters was to have someone available to take care of smaller maintenance items, odds and ends, things that a handyman may take care of, such as minor electrical problems, a leaky faucet, or making sure all the lightbulbs work. (T. 61, 46-47). She added that the caretaker would be there as a "security person" at night in the event of a burglary, fire or water damage. (T. 61). Ms. Pomykala acknowledged that she had not had any incidents of breaking in or vandalism and that the Mansion has an alarm system for fire and security. (T. 64, 65). She acknowledged that she currently has and would still have staff members and contractors perform maintenance and repairs at the Mansion and landscaping of the lawn area. (T. 61-63). She acknowledged that it was not necessary to have more than one person living there, but wanted to leave open the possibility of additional residents because the caretaker may have a family. She believes it would just be help finding someone to hire. (T. 65-66).

At the hearing, representatives of Protestants expressed their concerns regarding a living quarters at the Mansion. Steve Weinstein, president of the Grey Rock Maintenance

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[2] Prior owner Mr. Skurdna testified that when he took over the Mansion building, there was "a caretaker living on the premise, who was their executive chef, if you really want to call him that. I don't know how formally he was trained." (T. 96). Other than this statement by Mr. Skurdna, there was no evidence regarding this apartment, including when or for how long it may have been used as such. Mr. Skurdna's statement alone cannot be relied upon to establish any nonconforming use or otherwise support Petitioners' request for a living quarters.

[3] Mr. Skurdna, testified that the "apartment" was just under 500 square feet. (T. 96-97).

Corporation,[4] expressed concern that allowing a residential component to the Mansion would just add additional people and traffic coming in and out. He spoke about the problems that the community currently has with patrons of the Mansion using the lawn area in front of the Mansion. He explained that, contrary to Ms. Pomykala's testimony, this area is used regularly during events, and Petitioners have never cleaned up the cups, bottles and other trash that are left behind after its events, nor have they contributed monetarily to the costs and maintenance of the access road or the lawn area. He expressed concern that the residential component could potentially be expanded in the future and the community would be in the not uncommon position of having to get the County to enforce the restriction. He also questioned the need for a caretaker given that the facility has been there for many years and there have been no issues thus far. (T. 203-08).[5]

Richard Sopher. President of the Grey Rock Flats Condominium Association, echoed Mr. Weinstein's concern about creating a spinoff problem if a residential use were allowed at the Mansion. He also questioned the need for having a caretaker present to handle emergencies when that is handled by Mansion staff during events and by guards that the community has hired to man the front gate and patrol the area. (T. 234)

Petitioners, for their part, did not introduce any evidence actually directed to the impacts or lack of impacts that would result from a caretaker's apartment in the Mansion.[6] In

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[4] Grey Rock Maintenance Corporation owns and maintains the common areas in the Grey Rock community. (T. 201).

[5] Mr. Weinstein has expressed these concerns to Ms. Pomykala and was told, basically, to "go fly a kite." (T. 208-09).

[6] When asked by a Board member whether he believed there would be any impacts on the community, Mr. Richards responded "I would say, I would determine that no, there are no adverse impacts. That would be my interpretation." (T., 161-62). That is easy enough to say. Mr. Richards acknowledged that he does live in the community and did not go out to the property or investigate that issue or speak with members of the community. (T. 181). Ms. Pomykala had more difficulty answering this question. Her testimony was:

their memorandum, Petitioners will no doubt attempt instead to appeal to the Board members' sense of reasonableness – How could one or more persons living in the Mansion possibly create any impact on the residents of this large community? Isn't having someone present in the case of emergencies or to take care of small maintenance jobs an entirely reasonable request, something that we all would like to have if we operated the Mansion? The problem with this line of thinking is two-fold. First, the reasonableness of Petitioners' request is not the test. The Board should not dismiss common sense, of course, but deciding cases based on some general notion of reasonableness is dangerous and far too often undertaken. The Board, as it knows, must apply the law. Second, as is well-settled that, when the County Council allows a use by special exception, it is to be assumed that there are impacts inherent in that use. An analysis that questions what impacts could result from a special exception use ignores this assumption. The Board must assume that there will be impacts (even from one caretaker) and decide whether those impacts, under the particular circumstances of this case, are greater

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MR. LAUER: Thank you. Third thing, if there is a caretaker there, do you think that that will have a negative impact on the community in any way?
MS. POMYKALA: Well, I sure would hope not because I hate to see a burnt down mansion sitting there in the middle of their community. I hate to see a, I, somebody taking over that mansion because I can't, if you all get your way, that I, that I don't have the funds to restore it. It would not make financial sense for me to keep it. So, what happens to that mansion? It just deteriorates more and (inaudible) you have a shell, you have the reputation of destroying something very significant to the country. No, I wouldn't, I, I will, that, that, that caretaker will be a tremendous asset to the community. That, that person will make sure that my, that, that mansion that I'm restoring stays that way.
MR. LAUER: Ma'am, I'm sure, ma'am, that that person will be a positive for the mansion. What about the community surrounding it? Do you see any way that --
MS. POMYKALA: Well, (inaudible) --
MR. LAUER: Excuse me. Do you see any negative impact upon the community by having a caretaker live on the property?
MS. POMYKALA: How could it possibly be negative?
MR. LAUER: Well, I, I'm asking you the --
MR. SCHMIDT: He's, he's asking you the question, so you have to say yes or no.
MS. POMYKALA: It would not have a negative effect on the community in any way that I could understand.
MR. LAUER: Thank you, ma'am.

here than they might be elsewhere in the zone. By that measure, the Board should consider the unique circumstances of this case and the locale. The Mansion is a relatively intense commercial operation in the middle of residential community. The only access to the Mansion property is *via* a road that is owned and maintained by the community. The property that immediately fronts the Mansion is open space, also owned and maintained by the community. The impacts of the proposed apartment, however slight the Board may believe them to be, will unquestionably be more than if the Mansion were located elsewhere in the BR zone, along a commercial corridor or in an industrial park. This comparison – between the impacts that would occur here and those that might result elsewhere in the zone – is what is before this Board.[7]

Petitioners failed to meet their burden and, therefore, their petition should be denied. *See Attar v. DMS Tollgate, LLC*, 451 Md. 272, 286 (2017) (despite the presumption in favor of a special exception, "'both the burden of production and the burden of persuasion on the issue of whether the special exception should be granted' fall on the applicant....") (*quoting People's Counsel for Baltimore County v. Loyola Coll. of Md.*, 406 Md. 54, 109 (2008)); *Id.* (the applicant "must persuade the Board 'by a preponderance of the evidence that the special exception will conform to all applicable requirements.'").

II. THE PETITION FOR SPECIAL HEARING

The Petition for Special Hearing filed by Petitioner seeks confirmation that the existing commercial meeting facility use[8] at the property and its attendant parking are legal

[7] As noted, the size of the proposed living quarters was not at all clear. Counsel proffered that the existing area is 800 feet (Mr. Skurdna said "under 500 feet"), but no proffer was made as to the *proposed* area.

[8] There is no such use as "commercial meeting facility" in the BCZR. The use most resembling Petitioners' use is a "catering hall," which is defined in the BCZR as "[a] facility or part of a facility used regularly for serving

nonconforming uses. The issue presented, succinctly stated, is whether those portions of the catering facility that are located within the DR 3.5 zone portion existed at the time the zoning was changed, in the year 2000, from BM to DR 3.5.[9] The testimony and documentary evidence on this point was as follows:

A. <u>The Testimony of Mr. Skurdna</u>

As depicted in photographs introduced by the parties, the DR 3.5 portion of the site is presently occupied by the tent structure and contains a lawn area, gardens, and a gazebo. (Pets' Ex. 3A-X; Prots' Exs. 1, 18). How and when this area was used, and when the permanent tent structure that now exists was installed, were the subject of considerable debate at the hearing.

Mr. Skurdna testified that the property was continuously used as a catering facility from 1998 when he purchased it until and through Petitioners' purchase in 2019. (T. 95-96). However, Mr. Skurdna was not certain when he sold the business to Mr. Clowney; he believes it was in the early 2000's. (T. 107-09). His familiarity with the use of the property after selling the business is based on attending functions there 2 or 3 times each year. (T. 111). Regarding the tent, Mr. Skurdna testified that it was installed in the Spring of 1999. (T. 109). He stated that the tent was permanent, bolted into concrete footers, and is the same tent that is on the property today. (T. 110, 114-15).

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beverages and food to groups which reserve the facility for banquets or gatherings before the day of the event. A catering hall is not a standard restaurant." § 101.1.

[9] Mr. Richards testified that the operative date for purposes of determining non-conforming use is "probably December 2000." (T. 153). The statutory deadline for the County Council adopted new maps is *September 16th* of each year and each quadrennial, not December. *See* County Code 32-3-313(b). The CZMP log of issues introduced by Petitioners (Ex. 10) reflects the County Council's voting and is dated October 10, 2000. This is consistent with the statutory deadline of September 16th.

Importantly, Mr. Skurdna's testimony conflicts directly with the testimony before the ALJ of Mr. Clowney, who was not called to testify in this case. Before the ALJ, Mr. Clowney testified that, when he first started working at the property in 1998, there was a tent on the right side of the mansion that had been installed in 1990. (ALJ T. 15).[10] That tent did not have any doors, had only string lighting, and no permanent heating or air conditioning; portable units were brought into the tent in the winter and summer months. (ALJ T. 16-19). In *2004*, after he acquired the property from Mr. Skurdna, he removed the tent because it had substantial wear and tear and "replaced" it with an "upgraded," "new and improved" structure that has a center chandelier, café lighting, tables, and heating and air conditioning. (ALJ T. p. 16-19). Thus, according to Mr. Clowney, the permanent structure that exists today was not installed until several years after the operative date of September 16th 2000. (*See supra* note 7).

B. <u>The "Tent" As Depicted In The Aerials And Plats</u>

Various aerial photographs and plats introduced by Protestants are consistent with Mr. Clowney's testimony and inconsistent with Mr. Skurdna's. Theses exhibits, which are attached for ease of reference, are:

1. The 1991 plat (Prots' Ex. 9)

This plat does not show any tent or other structure on the eastern side of the mansion building, only the mansion building itself.

2. 1998 aerial (Prots' Ex. 4)

This aerial does not show any tent or other structure on the eastern side of the mansion building, only the mansion building.

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[10] A copy of the transcript of Mr. Clowney's testimony before the ALJ is attached hereto.

3. 2002 aerial (Prots' Ex. 5)

This aerial shows a tent-like structure *next to, but not attached to,* the mansion building. As will be seen in later aerials, this structure is shaped differently and is not the same tent that exists today.

4. 2003 plat (Prots' Ex. 10)

This plat, recorded in July 2003, does not show any tent structure, but rather an "ex[isting] brick and slate patio." This patio area is connected to the main building by a walkway. This supports the temporary nature of the tent, as of this date.

5. 2005 aerial (Prots' Ex. 6)

This aerial shows a tent structure attached to the main building and in the same shape or configuration as it exists today.

6. 2007 aerial (Prots' Ex. 7)

This aerial shows the same tent structure, attached to the main building, in the same configuration as the 2005 aerial.

7. 2008 aerial (Prots' Ex. 8)

This aerial shows the same tent structure, attached to the main building, in the same configuration as the 2005 and 2007 aerials.

8. The 2022 aerial photos (Pets' Ex. 2A, B, and C).

This series of photographs, taken in January 2022, are entirely consistent with the 2005, 2007, and 2008 aerials.

In sum, this photographic evidence strongly supports that the permanent tent that exists today was not installed until sometime after July 2003 (the date of the plat (Prots' Ex. 10))

and before 2005 (Prots' Ex. 6). This is consistent with the testimony of Mr. Clowney, who stated that the permanent tent was not installed until approximately 2004. It is also consistent with the testimony of Richard Sopher, who visited the Mansion regularly to attend association meetings, beginning in 1999. At that time, there was no tent there. He recalls first seeing a tent in 2001 or 2002, but that was an informal, temporary tent without all the "bells and whistles" that the permanent structure has now. He believes, consistent with the aerials and Mr. Clowney, that the permanent tent was not installed until approximately 2004 or 2005. (T. 232-33).

C. Petitioners Failed To Meet Their Burden To Conclusively Demonstrate That Those Aspects Of The Catering Facility In The DR 3.5 Zone Constitute A Legal Nonconforming Use

The burden of proving a legal nonconforming use rests squarely with the proponent. *See Calhoun v. County Bd. of Appeals of Baltimore County*, 262 Md. 265, 267 (1971) (burden of proof lies with proponent because "[t]he right … to 'continue' a non-conforming use is not a perpetual easement to make use of one's property detrimental to his neighbors and forbidden to them"); *Lone v. Montgomery County*, 85 Md.App. 477, 496 (1991) (proponent must "establish[] the existence of a non-conforming use at the time of the passage of the prohibiting zoning ordinance" by showing that "the evidence conclusively establishes that before and at the time of the adoption of the original zoning ordinance, he was using substantially all of his tract of land in a then-lawful manner for a use which by a later legislative action became nonpermitted").

Here, Petitioners failed to meet their burden of demonstrating *conclusively* that the "tent" structure and other improvements in the DR 3.5 zone are legal nonconforming uses. Petitioners failed to demonstrate that the structure that exists today in the DR 3.5 zone was

there in September 2000 when the zoning changed. Mr. Skurdna's convenient testimony – that the tent was installed in 1999 – was directly contradicted by the testimony of Mr. Clowney and Protestant witnesses. To buttress Mr. Skurdna's testimony, Petitioners could have submitted photographs from 1999 or 2000, or even invoices for the tent that he claimed was installed. As Mr. Skurdna himself put it, "I'm sure there's probably a lot of photos on the internet, a lot of weddings we catered, a lot of photographs that are still floating around out there." (T. 110). The *only* objective evidence - aerial photographs and plats – supports convincingly that there was no tent or structure on the eastern side of the mansion building until several years after September 2000.

The fact that there may have been a temporary tent installed, even if installed on occasions prior to September 2000, does not establish a nonconforming use. *See Wilson v. Mayor and Comm'rs of Town of Elkton*, 35 Md. App. 417, 425 (1977) ("The right of a landowner to continue the same kind of use to which the property was devoted on the critical date does not confer on him the right to subsequently change or add to that use a new and different one amounting to a drastic enlargement or extension of the prior existing use."); *see also County Council of Prince George's County v. E.L. Gardner, Inc.*, 293 Md. 259, 261 (1982) (addition of a sand and gravel wet-processing facility to a nonconforming surface mining sand and gravel operation was an impermissible change in use).[11]

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[11] Prohibiting changes in a nonconforming use serves the "the earnest aim and ultimate purpose of zoning" which is to "reduce nonconformance to conformance as speedily as possible." *County Council of Prince George's County v. E.L. Gardner, Inc.*, 293 Md. 259, 261 (1982) (quoting *Grant v. Mayor of Baltimore*, 212 Md. 301, 307 (1957)); *see also Wilson*, 35 Md. App. at 425 ("The basic premise underlying zoning regulations is to restrict rather than expand non-conforming uses."). The reason for this rule is that "nonconforming uses pose a formidable threat to the success of zoning. They limit the effectiveness of land use controls, contribute to urban blight, imperil the success of the community plan, and injury property values.... [T[his Court has repeatedly recognized that one of the fundamental problems of zoning is the inability to eliminate nonconforming land uses" *County Council of Prince George's County v. E.L. Gardner, Inc.*, 293 Md. 259, 267 (1982). Thus, zoning regulations are "strictly construed in order to effectuate the purpose of eliminating nonconforming uses." *Id.* at 268.

The inaccuracy of Mr. Skurdna's testimony on the tent issue, and the often sweeping nature of his testimony otherwise,[12] should give the Board pause to simply accept his statement that all other areas in the DR 3.5 portion of the property – namely the lawn area and two parking lots – were used continuously for a catering operation from 1998 until 2019 when Petitioners purchased the property. Although he operated this catering business there, beginning in 1998, he was not there for very long before he sold the business to Mr. Clowney. Mr. Skurdna, in fact, was not even certain when he sold the business to Mr. Clowney; he believes it was sometime in the early to mid-2000s. (T. 107-09).

D. The Opinion Of Mr. Richards

Mr. Richards offered the opinion that the existence *vel non* of the permanent tent is not relevant to the issue of whether the catering operation is a non-conforming use. (T. 154-55, 157). His testimony, roughly, was that only the use matters, not the physical structures associated with the use.

The zoning regulations do not make the artificial distinction drawn by Mr. Richards. Section 102.1, which sets forth the "General Requirements" of the regulations, prohibits any illegal use or occupation of land as well as any construction and use of illegal buildings. BCZR, 102.1 ("No land shall be used or occupied and no building or structure shall be erected, altered, located or used except in conformity with these regulations and this shall include any extension of a lawful nonconforming use"). If a use, occupation or construction violates the underlying zoning, as the permanent tent does here, then both the use and the building are equally nonconforming. Similarly, section 104, although entitled "Non-

[12] Mr. Skurdna testified in extremely broad terms about his familiarity with the Mansion and its activities over the past five decades. He told a good story but provided very few, in any, details. A discerning person could gather little from what he had to say. (*See* T., 82-137).

conforming *Uses*" speaks to both nonconforming buildings and nonconforming uses of buildings. BCZR, 104.3 ("No nonconforming building or structure and no nonconforming use of a building, structure or parcel of land shall hereafter be extended more than 25 percent of the ground floor area of the building so used"). Despite Mr. Richard's many years of experience in zoning, this opinion on this point is made out of whole cloth.[13]

III. OTHER ARGUMENTS

A. Petitioners' "Modified Parking Plan"

In their Petition for Special Hearing, Petitioner seek approval of a "modified parking plan pursuant to BCZR 409.12.B." Section 409.12.B provides:

> B. If the requirements for parking space or loading space in Section 409 would create an undue hardship, the Zoning Commissioner may approve a modified plan upon petition and after a public hearing, the procedure for which is set forth in Section 409.8.B.1 above.

Petitioners have not filed any such "modified parking plan" with the County or described in their Petition what the plan, if one exists, even entails. Testimony at the hearing was entirely unclear. Mr. Schmidt stated that the regulations require 20 spaces per 1000 square feet, but also stated that the Mansion is "about ten thousand square feet in terms of building. However, not all of the building is used for a catering facility. It's closer to about half of that." (T. 12). Mr. Schmidt proceeded to explain that Ms. Pomykala believes she has enough spaces for her needs. (*Id.*). Mr. Richards likewise stated that the requirement is 20 spaces per 1000 square feet, but he did not know the square footage of the building or the number of spaces that presently exist. (T. 183-84).

[13] Mr. Richards could not point to any law supporting his opinion in this regard.

Even if a modified parking plan is permitted and such a plan was actually submitted for the Board's review, Petitioners made no showing that the parking requirements in the zoning regulations create an undue hardship, as required by 409.12.B. Mr. Richards was asked about this and his opinion, similar to others he rendered, was that the present amount of parking is adequate according to Ms. Pomykala and absent any documented complaints he would approve it. (T. 166). When pressed about undue hardship, Mr. Richards stated that requiring more spaces would require "tearing up of the lawn," and that "would affect the views and the use." (T. 167). Mr. Richards later opined on cross that an undue hardship exists because parking "is already there," and questions "why would we make them comply with the law." (T. 185). Suffice it to day, Petitioners did not come close to meeting their burden in proving entitlement to a "modified parking plan."

B. <u>Shared Parking Adjustment Under Section 409.6.B.3</u>

Section 409.6.B.3 provides as follows:

> Shared parking adjustment. Two or more uses shall be permitted to share their off-street parking spaces in a common parking facility if the hours or days of peak parking for the uses are so different that a lower total will provide adequately for all uses served by the facility, without conflict or encroachment. To assure that no conflict or encroachment occur, shared parking spaces for such uses shall be provided according to the following table. [See Table]

Here, the special hearing relief sought by Petitioners extends to the .74 acre parcel to the southeast which is used as a parking lot for the catering facility. As noted during the hearing, the parking lot is also used in conjunction with the community swimming pool. Petitioners did not make any showing required by this provision or even address it. Specifically, no showing was made regarding the peak hours or days of usage by the Mansion or the community pool.

C. Availability and Maintenance Of The Parking On The .74 Acre Parcel

Section 409.7 requires off-street parking to be located on the same lot as the use to which it is accessory. In the case of commercial uses, such parking may be located within 500 feet walking distance of the building entrance. 409.7.B.1. Although this distance requirement appears to be met with respect to the parking lot on the .744 acre parcel, section 409.7 requires that certain findings be made by the Director of PAI regarding the availability and maintenance of the parking lot. Section 409.7.C provides:

> Prior to the approval of any building permit involving an off-site parking facility, the Director of Permits, Approvals and Inspections shall require guarantees of the continued future availability and proper maintenance of the facility, including, but not limited to, a grant of an easement, a deed restriction, a restrictive covenant or a binding contractual agreement, including a lease. Any plans approved are conditioned upon and subject to periodic review by the Director to ensure that adequate parking arrangements continue to exist.

Here, Petitioners have not requested or obtained a finding by the Director of PAI that these guarantees have been provided.[14]

IV. CONCLUSION

For each of these reasons, Protestants request that the Petition for Special Exception and Petition for Special Hearing be denied.

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[14] Mr. Richards acknowledged that he did not look at this issue, including whether the required findings are met. (T. 186-88)

Respectfully submitted,

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Counsel for Protestants

Dated: February 16, 2022

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 9th day of January 2023, the foregoing memorandum was sent via email and first class mail, postage prepaid, to:

Larry Schmidt
Schmidt, Gildea & Schmidt
600 Washington Avenue, Ste. 200
Towson, Maryland 21204

Michael R. McCann

ALJ Transcript of Mr. Clowney's Testimony

IN THE MATTER OF:

400 GREY ROCK ROAD
GREY ROCK PROPERTIES, LLC
CASE NUMBER: 2021-0273-SPHXA

Hearing Date: January 13, 2022

Pursuant to Notice, the above-entitled hearing was held before the Office of Administrative Hearings for Baltimore County by remote access.

PRESIDING:

MAUREEN E. MURPHY, ADMINISTRATIVE LAW JUDGE

PRESENT FOR THE PARTIES:

LAWRENCE SCHMIDT, ESQUIRE

MICHAE MCCANN, ESQUIRE

Christine R. Leary
crleary1@comcast.net

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1 [ON RECORD]
2 [TESTIMONY OF MR. POMYKALA]
3 ALJ: Sir, would you raise your right hand, please?
4 MR. POMYKALA: Okay.
5 ALJ: Do you swear and affirm under the penalties of
6 perjury, the testimony you're about to give is true and correct
7 to the best of your knowledge and belief?
8 MR. POMYKALA: I do.
9 ALJ: All right.
10 MR. SCHMIDT: And Mr. Pomykala, just state your name,
11 if you can, for the record, so they know who's testifying.
12 MR. POMYKALA: Brian Alexander Pomykala.
13 MR. SCHMIDT: And, Mr. Pomykala, what's your
14 relationship with Ann Pomykala and Grey Rock Properties, LLC?
15 MR. POMYKALA: Ann Pomykala is my mother. We're co-
16 owners of Grey Rock Mansion.
17 MR. SCHMIDT: Okay. How long have you owned Grey
18 Rock Mansion?
19 MR. POMYKALA: Approximately two years.
20 MR. SCHMIDT: Okay and just briefly describe sort of
21 the function of what goes on at Grey Rock Mansion, how the
22 property is used.
23 MR. POMYKALA: We're simply an event facility for
24 weddings, bar mitzvahs, bat mitzvahs, special events, parties.
25 MR. SCHMIDT: Okay and as far as you know, how, how

1 far back has that use been going from your knowledge?
2 MR. POMYKALA: My understanding, the previous four
3 owners of Grey Rock Mansion have used Grey Rock Mansion as an
4 event venue.
5 MR. SCHMIDT: Okay and that was prior to the year
6 2000?
7 MR. POMYKALA: Yes, in several decades.
8 MR. SCHMIDT: Okay. Now, as to the subject matter of
9 this presently, are there any kind of living quarters in the
10 mansion?
11 MR. POMYKALA: No.
12 MR. SCHMIDT: Okay and you are proposing in this
13 request to have some kind of living quarters at the mansion, is
14 that right?
15 MR. POMYKALA: I am.
16 MR. SCHMIDT: Where would that be, and could you kind
17 of describe it for Ms. Murphy?
18 MR. POMYKALA: It's on the second floor on the back
19 of the mansion. And it's several rooms that have been
20 completely deteriorated over the last couple of decades, broken
21 windows, just junk that's up there.
22 And we just thought it'd be a great idea to have a
23 small living quarters for somebody on site, when you do the
24 general maintenance and operations of Grey Rock to handle
25 events that are handing over there as well as the security of

the place and maintenance overall of the entire property.

MR. SCHMIDT: Okay and this is not going to be a bread, a bed and breakfast?

MR. POMYKALA: Absolutely not.

MR. SCHMIDT: Okay and you mentioned security. The building is quite old, obviously?

MR. POMYKALA: Yes.

MR. SCHMIDT: And will also that person maintain the grounds, the parking area, the (inaudible) --

MR. POMYKALA: Absolutely maintain the landscaping around the back of the facility, because that's important for us to have good landscaping for events. You want to have a nice-looking area.

MR. SCHMIDT: Okay.

MR. POMYKALA: As well as the building itself. It needs a lot of repairs, it's a hundred and sixty years old and it needs constant update and maintenance daily. So, right now, we're currently operating with people coming on site, just back and forth from other places, contractors. But if someone was there twenty-four/seven it would resolve that issue.

MR. SCHMIDT: Okay and describe the living quarters in terms of, of bathroom, kitchen, I mean, what do you anticipate --

MR. POMYKALA: Just a small, little, I would say like an efficiency, almost. About a thousand square feet, one

bedroom, a kitchenette and one bath.

MR. SCHMIDT: Okay, okay. All right. I think, I think that's all the questions I'd have of Mr. Pomykala about the nature and the need for living quarters, what they're asking for, Ms. Murphy.

ALJ: Mr. McCann, any questions?

VOICE: Can I interject something?

MR. SCHMIDT: Hold on one second.

ALJ: Oh, well, we didn't swear the other lady, Ms. (inaudible).

MR. SCHMIDT: Yeah, I'm going to mute myself.

ALJ: Mr. McCann, any questions of Mr. Pomykala?

MR. MCCANN: Yeah, maybe just a few.

ALJ: Sure.

MR. MCCANN: Good morning, sir. Can you hear me?

MR. POMYKALA: Yes, I can hear you.

MR. MCCANN: Okay, great. Have you had any, any incidents since you've, in the past two years or so that you've been there where people have broken in and either vandalized property or stole or anything of that sort?

MR. POMYKALA: I've only been at Grey Rock for less than a year. But I have not seen that in the (inaudible) been there, no.

MR. MCCANN: Okay and in terms of the person who might live there, I think your, your attorney mentioned that it

1 would just be a single person, or if he was, he or she was
2 married, their spouse. Is that, is that correct? Is that
3 something that --
4 MR. POMYKALA: That is correct.
5 MR. MCCANN: Okay and why, why a spouse? In other
6 words, is that necessary?
7 MR. POMYKALA: I would say why not?
8 MR. MCCANN: All right. But is it necessary to your,
9 to the --
10 MR. POMYKALA: No.
11 MR. MCCANN: -- purpose --
12 MR. POMYKALA: Not necessary.
13 MR. MCCANN: Okay.
14 VOICE: To get the right person, it might be.
15 MR. POMYKALA: Well, you know, to hire the right
16 caretaker, they might want to bring a spouse, yeah.
17 ALJ: Okay. So, if, Ms. Pomykala, you can't make
18 comments. So, your, your son is on the stand. He was sworn
19 in. We can swear you in in just a minute, but you can't help
20 him testify or make comments. Thank you.
21 MR. SCHMIDT: Sorry about that, Ms. Murphy.
22 MR. MCCANN: It happens, it's okay. And who does
23 the, the maintenance now?
24 MR. POMYKALA: Right now, the maintenance is done by
25 resources that we contract out to from Grey Rock Properties to

1 come on and, you know, mulch the front. More recently, we just
2 put on a new roof, two new roofs, over the back part of the,
3 over the ballroom, as well as the upper part of the bar, in
4 this little sunporch area.
5 They're re, they're also redoing some of the railing
6 over the ballroom, which is historic. We're having that put
7 back in, probably in the next week. A lot of that, the, the
8 building is a hundred and sixty years old. It needs a lot of
9 work and it's never asked. So, that's, you know, the meetings
10 that we're talking about. It's consistently contractors that
11 we bring in.
12 MR. MCCANN: Okay and they're, what contractors do
13 you use?
14 MR. POMYKALA: Big Rick's Roofing.
15 MR. MCCANN: Um hm.
16 MR. POMYKALA: We brought him in there. We borrow
17 resources, we borrow resources from Grammercy Mansion that
18 currently work for them. We hire cleaners that come in
19 regularly, (inaudible) Cleaning. And thy clean the entire
20 mansion.
21 MR. MCCANN: Okay. So, those types of things are
22 what this caretaker might do?
23 MR. POMYKALA: Yes. So, that would relieve me of
24 having these people contracted to come in and this person would
25 take care of the majority of it, I would hope.

MR. MCCANN: Okay. In terms of this, what, what I was refer, referring to as the, the tented area, describe that for us. I know there are some photographs of the exterior but describe that area.

MR. POMYKALA: The tented area is, was put on by Bill Clowney and let me just, let me refer to him. We were just talking about it. It's forty by sixty feet. Prior to Bill putting that up, there was a tent, by the way. It was that similar in size.

MR. SCHMIDT: You know when that was constructed? Was it before 2000?

MR. POMYKALA: Yes, I think he said 1998.

MR. MCCANN: Who, who said that?

MR. POMYKALA: Bill Clowney.

MR. MCCANN: And was that, was that a --

MR. POMYKALA: The previous owner to us of the Grey Rock Mansion.

MR. MCCANN: Was that a permanent tent like the one now or was it temporary?

MR. POMYKALA: My understanding, yeah.

VOICE: The tent was temporary.

ALJ: I'm sorry, Ms. Pomykala, I'm sorry, one second.

MR. POMYKALA: (inaudible.

ALJ: One second. So, Mr. Schmidt, Ms. Pomykala can't keep adding comments.

MR. SCHMIDT: Yeah, I -

ALJ: I know we all feel like this is just a, a talk session, but because now you are all moving to witnesses, this is where she has to remain quiet.

MR. SCHMIDT: I'm going to ask her some questions to.

ALJ: I know you will, I know you will. And we'll swear her in, she'll get her turn. Repeat that one more time. Nineteen ninety-eight, it was the prior owner who you said installed a similar size tent, right?

MR. POMYKALA: There, there was a tent when Bill Clowney purchased Grey Rock Mansion that was already on site and when, after Bill had purchased Grey Rock Mansion, he replaced the tent.

MR. MCCANN: Okay. Do you have any knowledge about that tent at all? Like what it looked like, how, in comparison to what, what's there now?

MR. POMYKALA: No.

MR. MCCANN: Okay. When I look at the current tent, there's, I mean, when I say, I use the term permanent, but there is, there's a, a solid door to that tent, correct? There's not more than one, in fact?

MR. POMYKALA: Yes.

MR. MCCANN: So, it's not just a, you know, a draping over a hole that someone just walks through. There's a door that's locked, correct?

MR. POMYKALA: It's actually not locked.

MR. MCCANN: Okay and in terms of its interior, what's inside? Is it, is it --

MR. POMYKALA: There's a slate floor.

MR. MCCANN: Okay.

MR. POMYKALA: And there's a chandelier and some café lighting.

MR. MCCANN: Okay. Are there tables in there?

MR. POMYKALA: There are tables in there.

MR. MCCANN: Okay. Is there a, a bathroom of any sort in there? Is there a bar in there?

MR. POMYKALA: No.

MR. MCCANN: Okay. Is, is there lighting?

MR. POMYKALA: There is lighting.

MR. MCCANN: Is there heat and air conditioning?

MR. POMYKALA: There is heat.

MR. MCCANN: And air conditioning?

MR. POMYKALA: Yes.

MR. MCCANN: Okay and in terms of, I think you heard me speak to the area in front of the mansion where the circle is and then the access road called Grey Rock Road. I, I mentioned in my proffer, my clients' maintenance of that, those areas. Do you agree with that? That is, that that's what my clients do? Specifically the ground?

MR. POMYKALA: I think they try to maintain it as

much as possible, from what I under, from what I've seen. But (inaudible) that circle, we have nothing to do with that circle.

MR. MCCANN: Well, you, you do --

MR. POMYKALA: (inaudible) access to the, access to the mansion.

MR. MCCANN: Yeah, I'm sorry. Sorry to interrupt. Yeah, you use that circle, I mean, use that for all of your events. That's how folks get in and out to, to the mansion, correct?

MR. POMYKALA: Correct, yeah.

MR. MCCANN: Have you, over the time that you've, and your mother have owned the property, have you, either or both of you or, or your, your LLC, ever contributed in any way to the cost of the maintenance of --

MR. SCHMIDT: I, I'm going to object to this line of questioning. And, I mean, Ms. Murphy, there has been discussions about those issues and who's responsible for the cost, but that's, and I suspect that's why Mr. McCann is here. But that's not the proper subject of this hearing. We're here on the caretakers' quarters.

MR. MCCANN: Yeah, I'll withdraw it, that's fine, Your Honor. That's okay.

ALJ: Yeah, I, and I would sustain it, just, thank you.

1 MR. MCCANN: Okay, that's fine. I have nothing else.
2 Thank you, sir.
3 ALJ: Great. So, Mr. Pomykala, so this caretaker
4 then you indicated, you have all these contractors coming to
5 the property. This caretaker then, as I understand now your
6 testimony, is not going to replace like the roof and all,
7 right?
8 MR. POMYKALA: Well, no, that's more of a major
9 project, the types of contractors that we currently have coming
10 over there. But the caretaker itself, certainly I'd expect to
11 take care of the maintenance and smaller maintenance things
12 like, you know, rotting wood, painting windows, caulking,
13 things like that. Taking care of the security and just being
14 there on site for, for anything that's needed. But major work
15 like a roof would be, have to be outsourced.
16 ALJ: Sure, and then you had mentioned cleaners come
17 to the property as well. Is this person also cleaning the
18 property?
19 MR. POMYKALA: I would hope so, I'm hoping.
20 ALJ: The whole, the whole manager, that one person?
21 MR. POMYKALA: Well, I mean, after an event that we
22 have there's, there's cleaning to be done and certainly one
23 person could do it.
24 ALJ: Okay.
25 MR. POMYKALA: Or I would get contractors to come in.

1 ALJ: I was just trying to distinguish between what
2 the contractor is doing and what this person was doing. So, so
3 small, you know, small odds and ends, like sort of handyman
4 stuff.
5 MR. POMYKALA: Exactly.
6 ALJ: Okay. I just wanted to make sure I understood.
7 Okay, all right.
8 [END OF BRIAN POMYKALA'S TESTIMONY]
9 [TESTIMONY OF BILL CLOWNEY]
10 ALJ: Mr. Clowney, would you raise your right hand,
11 please?
12 MR. CLOWNEY: Sure.
13 ALJ: Do you swear and affirm under the penalties of
14 perjury that the testimony you're about to give is true and
15 correct to the best of your knowledge and belief?
16 MR. CLOWNEY: Yes.
17 ALJ: All right. Go ahead, Mr. Schmidt.
18 MR. SCHMIDT: Mr. Clowney, when, when did you first
19 become associated with Grey Rock? What year, Grey Rock
20 Mansion?
21 MR. CLOWNEY: Nineteen ninety-eight.
22 MR. SCHMIDT: And how were you associated with Grey
23 Rock at that time? Did you own it, or did you work there or
24 what was your association?
25 MR. CLOWNEY: I worked here. I came and worked for

1 the previous owners, Rob (inaudible).
2 MR. SCHMIDT: Okay and then I understand there came a
3 time that you actually acquired the property, is that right?
4 MR. CLOWNEY: That's correct.
5 MR. SCHMIDT: And when was that?
6 MR. CLOWNEY: In 2003.
7 MR. SCHMIDT: Okay. So, from '98 to 2003 you worked
8 there and then you owned it from 2003 till when?
9 MR. CLOWNEY: Till 2018.
10 MR. SCHMIDT: Okay and then it was sold to the
11 Pomykalas, is that right?
12 MR. CLOWNEY: That's correct.
13 MR. SCHMIDT: Okay. Let me take you back to 1998.
14 Obviously, Mr. Clowney, the mansion building was there, it's
15 been there for a hundred and sixty years, correct?
16 MR. CLOWNEY: Correct.
17 MR. SCHMIDT: Was there a tent on the right side of
18 the building in 1998?
19 MR. CLOWNEY: Yes.
20 MR. SCHMIDT: Okay and that was existing, and people
21 would use that as part of the meeting area?
22 MR. CLOWNEY: That's correct. There was a previous
23 caterer, Barbara Flecker (phonetic), that was here. She put it
24 up in 1990. And then, when we took over in 1998, we inherited
25 it.

1 MR. SCHMIDT: Okay. Did there come a time that you
2 replaced it?
3 MR. CLOWNEY: Yes, in 2004.
4 MR. SCHMIDT: Okay and is that --
5 MR. CLOWNEY: Because it had, it was worn. It was a
6 lot of wear and tear on it.
7 MR. SCHMIDT: Okay and there's substantially the same
8 place, same kind of tent, same --
9 MR. CLOWNEY: Yes, yes.
10 MR. SCHMIDT: All that? You up, I understand you
11 upgraded it and replaced it because it was worn.
12 MR. CLOWNEY: We upgraded it, that's correct.
13 MR. SCHMIDT: But, but it was on the same side of the
14 building and the same --
15 MR. CLOWNEY: Same side, same side of the building.
16 The previous tent didn't have doors on it at all, which was a
17 hazard. So, we put doors on.
18 MR. SCHMIDT: Okay.
19 MR. CLOWNEY: That was the only, the only change.
20 MR. SCHMIDT: Okay. Substantial, substantially the
21 same size? I know it wasn't the same tent but same place, same
22 kind of area and all that?
23 MR. CLOWNEY: Yes.
24 MR. SCHMIDT: Okay and is that, the one that you put
25 up in 2003, is that the one that you, when you sold the

business in 20, or sold the property in 20, 2018, is that, was that still there? Did you upgrade it again?

MR. CLOWNEY: No, that's the same tent. Okay, okay. Thank you, Mr. Clowney. Ms. Murphy or Mr. McCann may have some questions of you, so. But that's all the questions I have.

ALJ: Mr. McCann?

MR. MCCANN: Yeah, I do. Good, good morning, Mr. Clowney. Can you hear me?

MR. CLOWNEY: I hear you fine.

MR. MCCANN: Okay. I just want to maybe get a little more detail about the, the tent that was there before you replaced it in 2004. You said that, number one, you said that tent was substantially in the same area. What was the size of that tent and where was it?

MR. CLOWNEY: The size was forty by sixty.

MR. MCCANN: Okay and it didn't have a door, correct?

MR. CLOWNEY: Say that again?

MR. MCCANN: The, the, the old tent, the one that was there in 1998 when you first started working, and before it was replaced in 2004, the old tent did not have a door you said, correct?

MR. CLOWNEY: That's correct.

MR. MCCANN: Did it have lighting, air conditioning, heating in it?

MR. CLOWNEY: Yes, it had, it had string lights as

1 the only thing that it had. We put in two center chandeliers
2 and some better up lighting, (inaudible) lighting.
3 MR. MCCANN: Okay and that, this is before 2004,
4 before it was replaced, correct?
5 MR. CLOWNEY: That's correct.
6 MR. MCCANN: And is, was that the case in 1998?
7 MR. CLOWNEY: Nineteen ninety-eight it had lighting
8 in it, but it was very, very dim. So, when we replaced it, we
9 upgraded the lighting as well.
10 MR. MCCANN: Okay, I'm sorry. I'm not being clear on
11 my questions. So, again, in nine, I want to talk about the
12 tent in 1998, over the time that, in, in addition to the, the
13 dim lighting, as you put it, did it also have heating and air
14 conditioning?
15 MR. CLOWNEY: Yes, well, if the heating is portable,
16 so you put it up in the winter when you need it and you take it
17 down and store it. And then you put the air conditioning up
18 when you need it for the summer, and you take it down and store
19 it. Correct, it had it.
20 MR. MCCANN: That was the case in 1998, correct?
21 MR. CLOWNEY: That's correct.
22 MR. MCCANN: Okay, all right. And was that, did you
23 own, when you replaced it in 2004, did you purchase that tent,
24 or did you rent it?
25 MR. CLOWNEY: I purchased it.

MR. MCCANN: And the tent that you had earlier than that, was that purchased or rented?

MR. CLOWNEY: That was purchased as well.

MR. MCCANN: Okay. Did you, to your knowledge, was a, was a permit ever obtained for either the old tent, the one that existed in 1998, or for the new tent that was, was put up in 2004?

MR. CLOWNEY: Was a permit (inaudible) --

MR. MCCANN: Yeah. Do you know? If you don't know, you don't know. But do you know?

MR. CLOWNEY: I'm asking you, I'm asking you, what, what did you just ask me?

MR. MCCANN: I asked you whether there was a permit obtained for the tent that was there in 1998.

MR. CLOWNEY: Not to my knowledge, to tell you the truth.

MR. MCCANN: Okay. What about a permit for the tent that was put up in 2004? Did you obtain a permit for that?

MR. CLOWNEY: I, I didn't obtain a permit.

MR. MCCANN: Okay. Okay. Well, let me ask you a couple more questions, I'm sorry. So, the, are you familiar with, when did you leave the property? When was it? You sold it to the current owners, is that correct?

MR. CLOWNEY: In 2018.

MR. MCCANN: Okay. So, the, the area of parking that

exists, or at least existed in 2018 when you sold the property, was that the same area and same number of spaces that existed back in 1998 when you worked there?

MR. CLOWNEY: That's correct, that's correct.

MR. MCCANN: Okay and how many spaces was that, do you know?

MR. CLOWNEY: You're challenging my old brain here. The, there's about seventy-five, eighty parking spaces.

MR. MCCANN: All right, thank you. No other questions.

MR. SCHMIDT: Ms., Ms. Murphy, do you have any questions of Mr. Clowney before I let him go?

ALJ: Yeah, Mr. Clowney, just, just so I have it made clear to me. So, 1998, the size of the tent was forty by sixty?

MR. CLOWNEY: Correct.

ALJ: And the size of the tent in 2004 was also forty by sixty?

MR. CLOWNEY: Correct.

ALJ: And they were both located in the same position?

MR. CLOWNEY: Same place.

ALJ: Same place.

MR. CLOWNEY: Just, just a new and improved tent.

ALJ: One that you installed doors on?

MR. CLOWNEY: That's correct.

ALJ: All right, okay. Understood. That was my question.

MR. CLOWNEY: All right.

ALJ: Thank you, Mr. Clowney.

MR. SCHMIDT: Thank you, Mr. Clowney.

MS. POMYKALA: Thanks, Bill.

MR. CLOWNEY: You need me?

MR. SCHMIDT: No, we're good, we'll hang up. Thank you.

MR. CLOWNEY: Okay. Have a great one.

MR. SCHMIDT: Okay, you too. Okay. Thank you, Ms. Murphy.

[END OF BILL CLOWNEY'S TESTIMONY]

CERTIFICATE OF TRANSCRIBER

I hereby certify that the hearing in the matter of 400 Grey Rock Road, Grey Rock Properties, LLC, case number 2021-0273-SPHXA, heard before the Office of Administrative Hearings, January 13, 2022, were recorded by means of audiotape.

I further certify that, to the best of my knowledge and belief, page numbers 1 through 21 constitute a complete and accurate transcript of the proceedings as transcribed by me.

I further certify that I am neither a relative to nor an employee of any attorney or party herein, and that I have no interest in the outcome of this case.

In witness thereof, I have affixed my signature this 26th day of November 2022.

Christine R. Leary

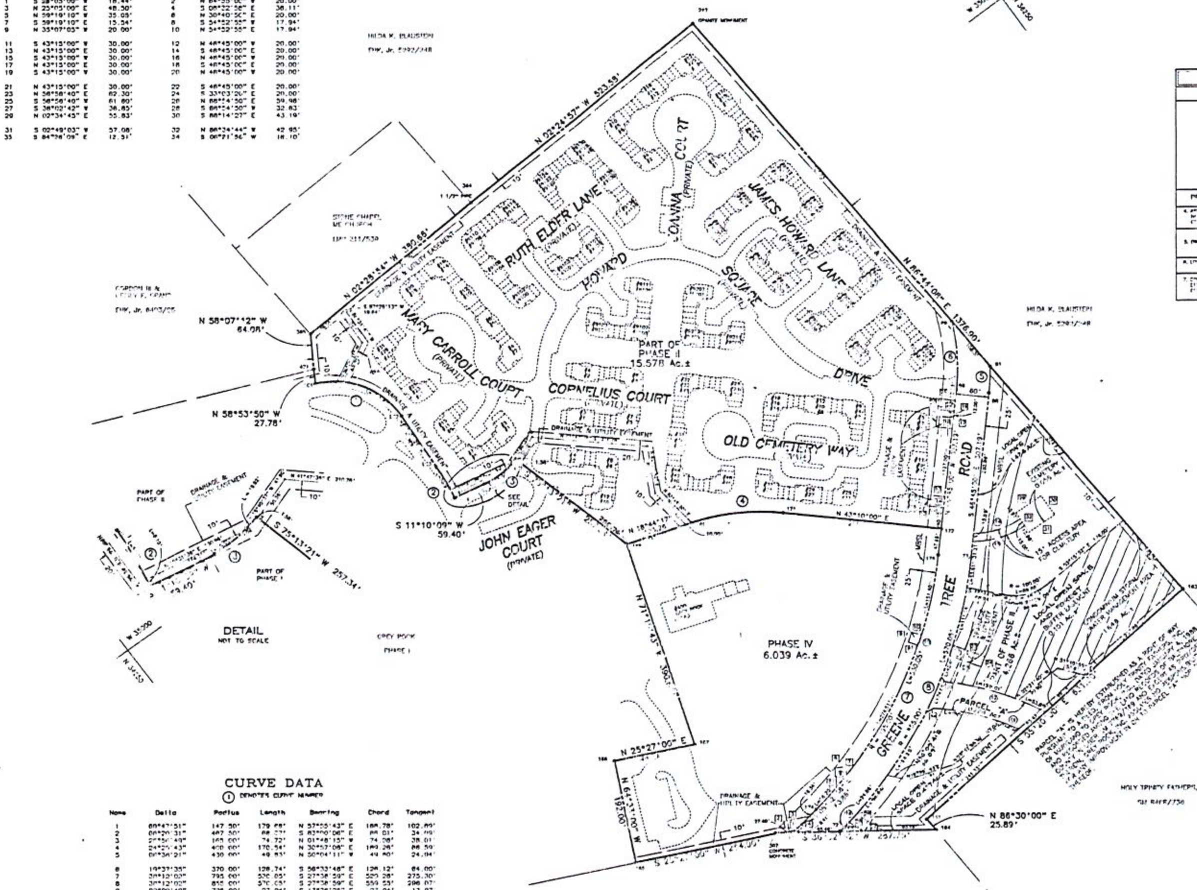
Christine R. Leary
Transcriber

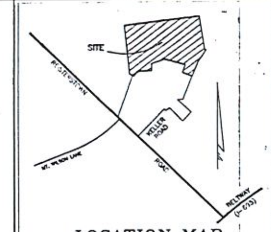
Exhibits for Reference

LINE DATA

[1] DENOTES LINE NUMBER

Name	Bearing	Distance	Name	Bearing	Distance
1	S 28°05'00" W	18.44'	2	N 84°35'00" W	20.00'
3	N 25°05'00" E	48.30'	4	S 08°32'58" E	38.11'
5	N 59°19'10" W	35.05'	6	N 30°40'50" E	20.00'
7	S 59°19'10" E	15.34'	8	S 34°32'55" W	17.94'
9	N 35°07'03" W	20.00'	10	N 34°32'55" E	17.94'
11	S 43°15'00" W	30.00'	12	N 46°45'00" W	20.00'
13	N 43°15'00" E	30.00'	14	S 46°45'00" E	20.00'
15	S 43°15'00" W	30.00'	16	N 46°45'00" W	20.00'
17	N 43°15'00" E	30.00'	18	S 46°45'00" E	20.00'
19	S 43°15'00" W	30.00'	20	N 46°45'00" W	20.00'
21	N 43°15'00" E	30.00'	22	S 46°45'00" E	20.00'
23	N 36°58'40" E	62.30'	24	S 33°03'20" E	20.00'
25	S 36°58'40" W	61.80'	26	N 86°14'50" E	39.98'
27	S 38°02'42" W	36.65'	28	S 86°14'50" W	32.83'
29	N 02°34'45" E	55.83'	30	S 86°14'27" E	43.19'
31	S 02°49'03" W	37.08'	32	N 86°24'44" W	42.95'
33	S 84°28'09" E	12.31'	34	S 08°21'56" W	18.10'





LOCATION MAP

SCALE: 1" = 1000'

DENSITY CALCULATIONS

OVERALL SITE DATA

1. AREA
   NET ACREAGE = 40.92 Ac.
   GROSS ACREAGE = 41.80 Ac.
2. ZONING (DR 3.5)
   DR 3.5 = 14.85 Ac.
   DR 10.5 = 18.30 Ac.
   ROS = 3.09 Ac.
   BR = 0.21 Ac.
   RM = 4.54 Ac.
3. DWELLING UNITS PERMITTED
   DR 3.5 24.85 X 3.5 = 121.88
   DR 10.5 18.33 X 10.5 = 192.15
   TOTAL = 314.13

PROPOSED SITE DATA	PHASE II & IV	PREVIOUS PHASE	REMAINING	TOTAL
4. AREA NET ACREAGE / GROSS ACREAGE	27.23 Ac. / 27.23 Ac.	15.85 Ac. / 16.20 Ac.	7.84 Ac. / 8.17 Ac.	40.92 Ac. / 41.80 Ac.
5. DWELLING UNITS PROPOSED	160	87	67	314
6. LOCAL OPEN SPACE REQUIRED	2.39 Ac.	1.30 Ac.	1.00 Ac.	4.69 Ac.
7. CONDOMINIUM OPEN SPACE DESIGNATED AS LOCAL OPEN SPACE	2.06 Ac.	2.69 Ac.	0.00 Ac.	4.75 Ac.

GENERAL NOTES

1. HIGHWAYS AND HIGHWAY WIDENINGS, SLOPE EASEMENTS, DRAINAGE AND UTILITY EASEMENTS, ACCESS EASEMENTS, FOREST BUFFER AREAS IN FEE OR EASEMENT, AND STORMWATER MANAGEMENT AREAS, NO MATTER HOW ENTITLED, SHOWN HEREON, ARE RESERVED UNTO THE OWNER AND, EXCEPT FOR THOSE INDICATED AS PRIVATE, ARE HEREBY OFFERED FOR DEDICATION TO BALTIMORE COUNTY, MARYLAND. THE OWNER, HIS PERSONAL REPRESENTATIVES AND ASSIGNS WILL CONVEY SAID AREAS BY DEED, TO BALTIMORE COUNTY, MARYLAND, AT NO COST.
2. STREETS AND/OR ROADS SHOWN HEREON AND THE 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 GRANTORS OF THE DEED TO WHICH THIS PLAT IS ATTACHED, THEIR HEIRS AND ASSIGNS.
3. THIS PLAT MAY EXPIRE IN ACCORDANCE WITH THE PROVISIONS OF THE BALTIMORE COUNTY CODE, SECTION 22-68.
4. THE RECORDING OF THIS PLAT DOES NOT GUARANTEE THE INSTALLATION OF STREETS OR UTILITIES BY BALTIMORE COUNTY.
5. THE INFORMATION SHOWN HEREON MAY BE SUPERSEDED BY A SUBSEQUENT OR AMENDED PLAT.
6. ADDITIONAL INFORMATION CONCERNING THIS PLAT MAY BE OBTAINED FROM THE BALTIMORE COUNTY OFFICE OF PLANNING AND ZONING AND THE DEPARTMENT OF PUBLIC WORKS.
7. THE RECORDING OF THIS PLAT DOES NOT CONSTITUTE OR IMPLY ACCEPTANCE BY THE COUNTY OF ANY STREET, EASEMENT, PARK, OPEN SPACE OR OTHER PUBLIC AREA SHOWN ON THE PLAT.
8. THE OWNER/DEVELOPER WILL COMPLY WITH THE BEST MANAGEMENT PRACTICES ADOPTED BY THE BALTIMORE COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT.
9. THE PLAN FOR THE PROPERTY SHOWN ON THIS PLAT WAS APPROVED ON FEBRUARY 14, 1991.
10. THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION IN THE FOREST BUFFER EXCEPT AS PERMITTED BY THE BALTIMORE COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT.
11. EXCEPT AS OTHERWISE INDICATED, ALL BUILDING RESTRICTION LINES SHOWN HEREON HAVE BEEN PLACED AS THE RESULT OF AN INTERPRETATION ONLY OF CURRENTLY APPLICABLE REGULATIONS AND POLICIES OF THE BALTIMORE COUNTY OFFICE OF PLANNING AND ZONING. EXCEPTIONS TO THESE RESTRICTIONS MAY APPLY, INCLUDING THE MINIMUM SETBACK OF 22 FEET TO BE HELD FROM THE STREET RIGHT-OF-WAY TO THE GARAGE OR CARPORT ENTERED DIRECTLY FROM THE STREET.
12. THE LAND SHOWN HEREON IS SUBJECT TO THE RESTRICTIONS DESCRIBED IN THE GREY ROCK INC. RESTRICTIVE COVENANTS AGREEMENTS WHICH ARE RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER SM [illegible] AND SM [illegible].
13. THIS SITE IS LOCATED IN THE GWYNNS FALLS SEWERSHED.
14. TOTAL AREA OF PHASES = 25.[illegible] Ac. +/-.
15. TOTAL AREA OF PLAT = 27.224 Ac. +/-.
16. THE APPROVAL OF THIS PLAT IS BASED UPON A REASONABLE EXPECTATION THAT THE WATER AND SEWER SERVICE WHICH IS PLANNED FOR THE DEVELOPMENT WILL BE AVAILABLE WHEN NEEDED. HOWEVER, BUILDING PERMITS MAY NOT BE ISSUED UNTIL THE PLANNED WATER AND SEWER FACILITIES ARE COMPLETED AND DETERMINED TO BE ADEQUATE TO SERVE THE PROPOSED [illegible].
17. ANY FOREST BUFFER SHOWN HEREON IS SUBJECT TO PROTECTIVE COVENANTS WHICH MAY BE FOUND IN THE LAND RECORDS OF BALTIMORE COUNTY AND WHICH RESTRICT [illegible] AND USE OF THESE AREAS.
18. [illegible] DENOTES MINIMUM BUILDING SETBACK LINE.
19. [hatched box] DENOTES CONDOMINIUM STORM WATER MANAGEMENT AREA.

A PLAT 15.00
SM CLERK 15.00
REC'D COST [illegible]

CURVE DATA

(1) DENOTES CURVE NUMBER

Name	Delta	Radius	Length	Bearing	Chord	Tangent
1	08°47'51"	147.30'	179.68'	N 37°55'43" E	168.78'	102.89'
2	06°20'31"	467.30'	88.[illegible]'	S 83°[illegible]'06" E	88.01'	34.09'
3	27°[illegible]'49"	165.00'	74.72'	N 01°48'15" W	74.08'	38.01'
4	24°2[illegible]'43"	400.00'	170.34'	N 30°57'08" E	169.26'	86.59'
5	0[illegible]°34'21"	430.00'	49.83'	N 30°04'11" W	49.80'	24.94'
6	19°37'35"	370.00'	126.74'	S 58°53'48" E	126.12'	64.00'
7	38°12'03"	795.00'	530.05'	S 27°38'59" E	520.28'	275.30'
8	3[illegible]°12'02"	815.00'	530.[illegible]'	S 27°38'59" E	550.53'	298.07'
9	02°01'43"	734.00'	27.94'	S 12°38'25" E	27.94'	13.97'
10	01°24'21"	795.00'	20.00'	S 35°07'05" E	20.00'	10.00'
11	01°20'24"	855.00'	20.01'	N 35°09'45" W	20.01'	10.01'
12	22°06'18"	500.00'	192.90'	N 53°57'34" E	191.71'	97.67'
13	21°51'17"	450.00'	171.65'	S 51°47'38" W	170.61'	86.88'
14	33°04'10"	156.50'	90.33'	N 19°17'21" E	89.08'	46.44'
15	33°39'47"	171.50'	100.76'	S 20°15'10" W	99.32'	51.88'
16	01°21'42"	855.00'	20.32'	N 10°13'46" W	20.32'	10.16'

COORDINATES

Name	North	East	Name	North	East
72	35081.84	33948.84	73	35577.29	34208.31
86	35744.07	34471.17	88	35787.77	34430.08
89	35813.58	34578.42	91	35819.73	34488.25
161	35221.48	33989.58	163	35857.53	33975.30
164	35223.04	33943.74	165	34752.00	34128.50
166	34834.51	34209.87	167	34089.80	34235.98
168	35094.28	34805.88	169	35211.00	34598.28
171	35758.18	34479.23	172	35568.28	34292.10
173	35012.34	33998.93	174	35022.72	34305.08
176	35533.59	34747.42	242	35772.12	35302.07
307	34990.38	34013.08	384	35249.01	35280.90
385	34888.70	35384.42	471	34824.88	35210.00
CL7	34954.59	34952.38	LC1	34820.51	35108.21
LC2	34910.12	35343.19	LC3	34904.80	34931.38
LC4	34898.32	34903.88	LC5	35029.84	34934.71

Filed for record
S.M. 63 FOLIO 133
Date OCT 28 1991
Test: [signature]
Clerk

PWA Completed	39101 [illegible]
Final Plat:	
Public services	DAFT
Dev. Design	[signature] 8/15/91
Dev. Engineer	[signature]
Streets, Numbering	[illegible] 8-8-91
Planning	[signature]
Land Acquisitions	[signature]
Assessments	[illegible] 10-24-91

PHASE II & IV

GREY ROCK

ELECTION DISTRICT 3
SCALE: 1" = 100'

BALTIMORE COUNTY, MARYLAND
OCTOBER 8, 1991

ROADS AND UTILITIES, FOR WHICH EASEMENTS ARE LAID OUT [illegible]

[signature] 10/8/91 DATE
[illegible]

APPROVED FOR THE DEPARTMENT OF PUBLIC WORKS AND THE OFFICE OF PLANNING AND ZONING

[signature] Dep. Dir. 8/26/91

OWNER / DEVELOPER

GREY ROCK, INC.
P.O. BOX 43[illegible]
LUTHERVILLE, MD 21093

OPERATING ENGINEERS LOCAL NO. 37 PENSION FUND
[illegible] HARFORD ROAD
BALTIMORE, MD 21214

DEED REF.: S.M. 8170/729 S.M. 8170/736
TAX ACCT. Nos.: 21-00-004039
21-00-011647

NOTE:

COORDINATES and BEARINGS shown on this plat are referred to the system of coordinates established by the Baltimore County Metropolitan District and are based on a survey information as shown on a plat titled "Boundary Survey of Holy Trinity Father's Tract" prepared by North Springs Hale, Inc. and dated December 31, 1987 which survey is referred to these BCMD traverse stations:

10874	N 33412.20	E 34987.26
Y-2187	N 34791.27	E 35151.97

OWNERS' CERTIFICATE

The undersigned, owners of the land shown on this plat, hereby certifies that, to the best of its knowledge, the requirements of Subsection (C) of Section 3-108 of the Real Property Article of the Annotated Code of Maryland have been complied with, insofar as same concerns the making of this plat and setting of the markers.

GREY ROCK INC.

By: [signature] 7-29-91
DATE

OPERATING ENGINEERS LOCAL NO. 37 PENSION FUND

By: [signature] 7-26-91
CHAIRMAN OF TRUSTEES DATE

SURVEYOR'S CERTIFICATE

The undersigned, a Registered Surveyor of the State of Maryland does hereby certify that he is the surveyor who prepared this plat and that the land shown on this plat has been laid out, and the plat thereof has been prepared, in compliance with Subsection (C) of Section 3-108 of the Real Property Article of the Annotated Code of Maryland, particularly insofar as same concerns the making of the plat and setting of the markers.

[signature] 7-30-91
MICHAEL L. MAGUIRE, PROPERTY LINE SURVEYOR No. 235-R DATE

DAFT · McCUNE · WALKER, INC.
LAND PLANNING CONSULTANTS
LANDSCAPE ARCHITECTS
ENGINEERS & SURVEYORS
200 E. PENNSYLVANIA AVE.
TOWSON, MD 21204
TELEPHONE: (301) 296-3333

COMPUTED: DCS DRAWN: [illegible] CHECKED: [illegible] JOB # 871 30C

EXHIBIT 9

BALTIMORE COUNTY CIRCUIT COURT (Subdivision Plats, BA) Plat Book SM 63, p. 133, MSA_S1236_5561. Date available 1991/10/28. Printed 11/23/2022.

ArcGIS Web Map

11/21/2022, 11:13:50 AM

County Boundary

1998 Orthophotography

Red: Band_1

Green: Band_2

Blue: Band_3

1:2,257

0 0.01 0.

0 0.02

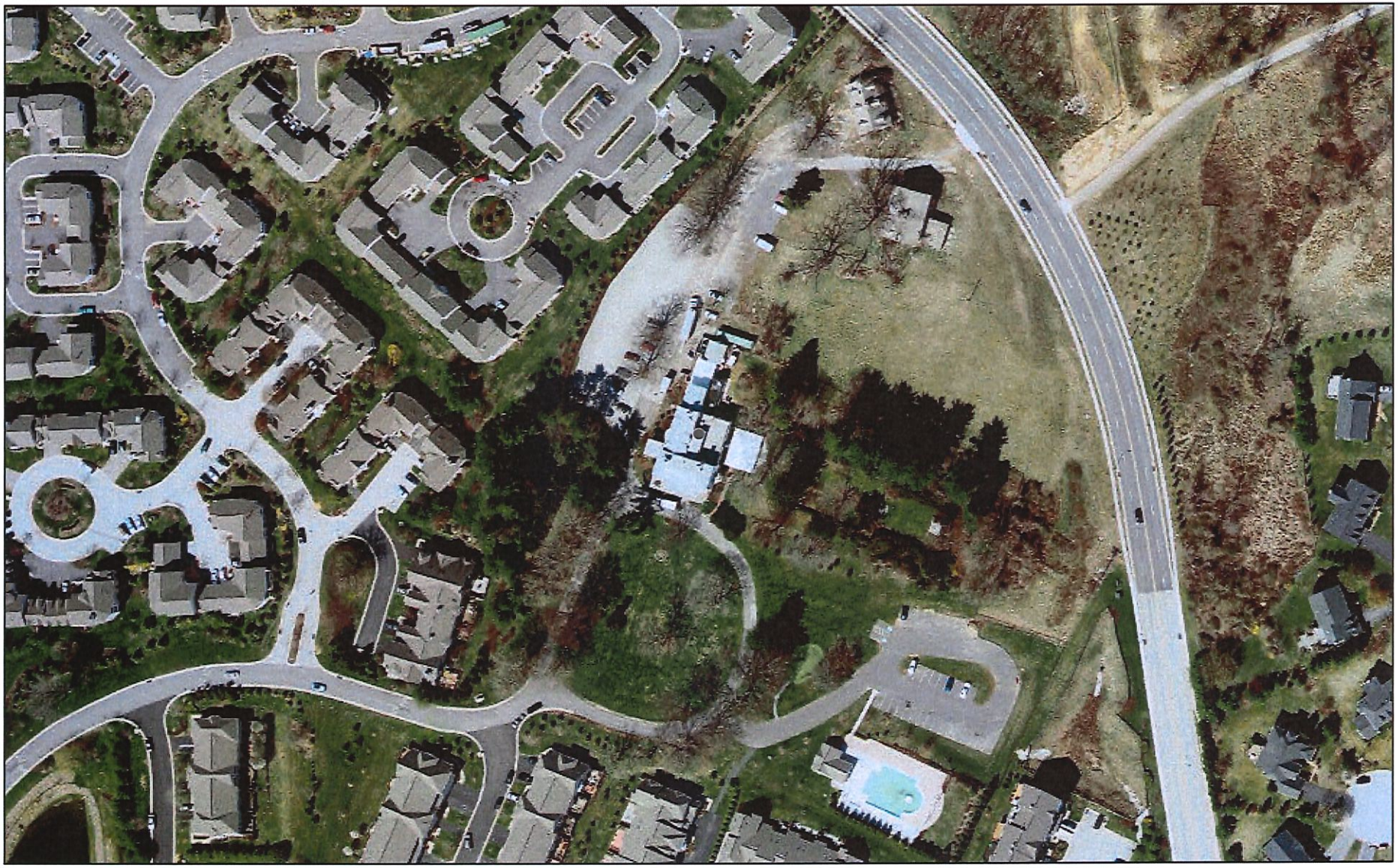
Sources: Esri, HERE, Garmin, Interm
FAO, NPS, NRCAN, GeoBase, IGN

Baltimore County Government, VITA, Esri, HERE, Garmin, G

EXHIBIT

4

ArcGIS Web Map



11/21/2022, 11:15:59 AM

County Boundary

2002 Orthophotography

Red: Band_1

Green: Band_2

Blue: Band_3

0

0

09 km

Sources: Esri, HER
FAO, NPS, NRCA

O, USGS,
rvey, Esri

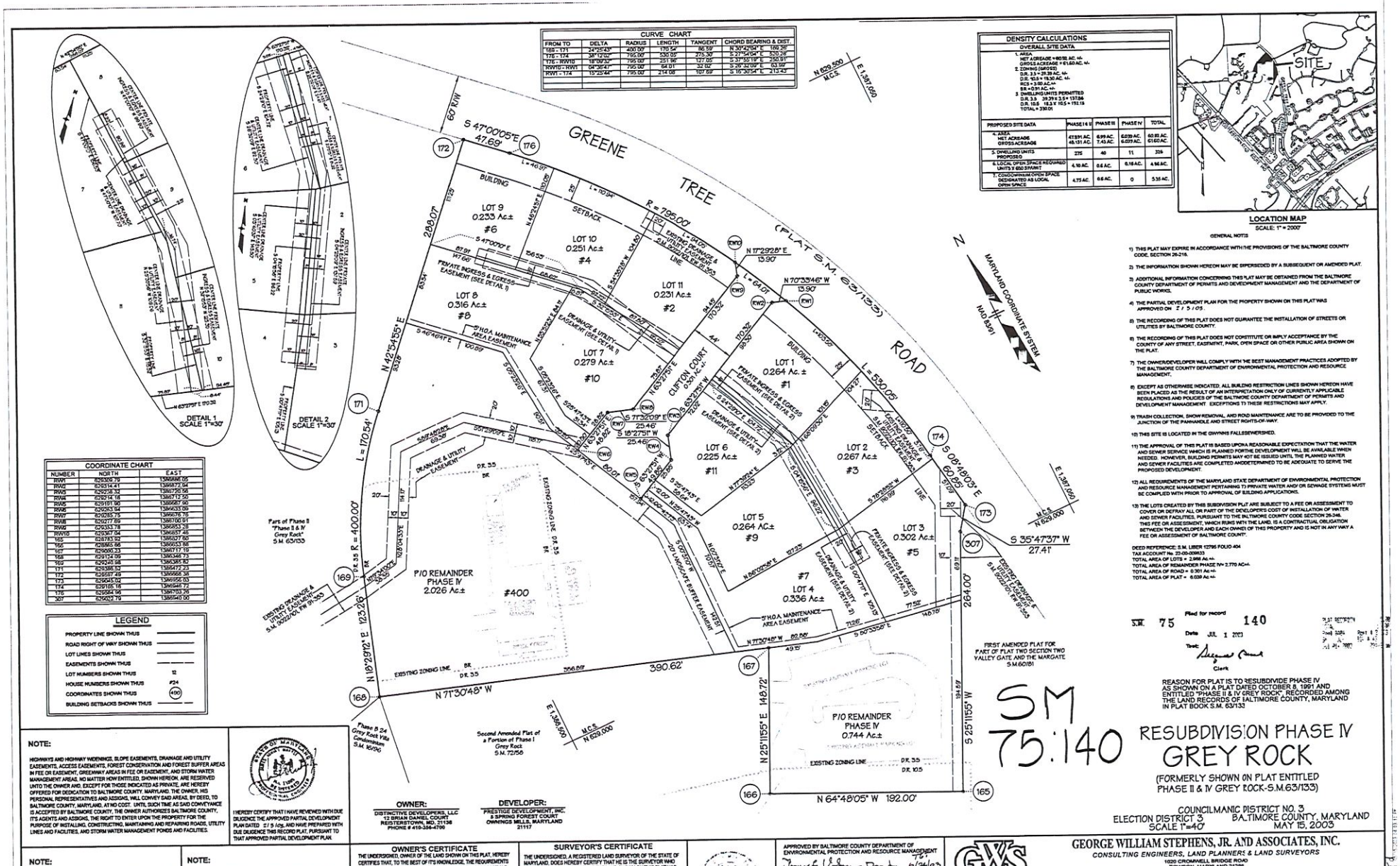
r for ArcGIS
EPA, USDA |

Baltimore County Government, VITA, Esri,

EXHIBIT

5

BALTIMORE COUNTY CIRCUIT COURT (Subdivision Plats, BA) Plat Book SM 75, p. 140, MSA_S1236_11127. Date available 2003/07/01. Printed 11/21/2022.


GREENE TREE ROAD
(PLAT S.M. 63/133)
DETAIL 1
SCALE 1"=30'
DETAIL 2
SCALE 1"=30'
LOT 9
0.233 Ac.±
#6
LOT 10
0.251 Ac.±
#4
LOT 11
0.231 Ac.±
#2
LOT 8
0.316 Ac.±
#8
LOT 7
0.279 Ac.±
#10
CLIFTON COURT
0.301 Ac.±
LOT 1
0.264 Ac.±
#1
LOT 6
0.225 Ac.±
#11
LOT 2
0.267 Ac.±
#3
LOT 5
0.264 AC.±
#9
LOT 3
0.302 Ac.±
#5
LOT 4
0.336 Ac.±
#7
P/O REMAINDER
PHASE IV
2.026 Ac.±
#400
P/O REMAINDER
PHASE IV
0.744 Ac.±
Part of Phase II
"Phase II & IV
Grey Rock"
S.M. 63/133
Phase II & IV
Grey Rock Villa
Condominium
S.M. 95/96
Second Amended Plat of
a Portion of Phase I
Grey Rock
S.M. 72/56
FIRST AMENDED PLAT FOR
PART OF PLAT TWO SECTION TWO
VALLEY GATE AND THE MARGATE
S.M.60/81
EXISTING ZONING LINE
N 71°30'48" W
390.62'
N 64°48'05" W 192.00'
S 47°00'05"E
47.69'
S 35°47'37" W
27.41'
S 08°48'03" E
60.65'
N 42°54'55" E
N 18°29'12" E 123.26'
L = 170.54'
R = 400.00'
R = 795.00'
L = 530.05'
L = 64.01'
288.07'
264.00'
148.72'
184.69'
S 25°11'55" W
N 25°11'55" E
N 17°29'28" E
13.90'
N 70°33'46" W
13.90'
S 71°32'09" E
25.46'
S 18°27'51" W
25.46'
N 63°27'51" E
S 63°27'51" W
N 63°27'51" E
S 63°27'51" E
N 63°27'51" W

ArcGIS Web Map

11/21/2022, 11:17:39 AM

County Boundary

2005 Orthophotography

Red: Band_1

Green: Band_2

Blue: Band_3

0

0

km

Sources: Esri, HER
FAO, NPS, NRCA

CO, USGS,
Survey, Esri

der for ArcGIS

Baltimore County Government, VITA, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USDA |

EXHIBIT

6

ArcGIS Web Map

11/21/2022, 11:18:41 AM

County Boundary

2007 Orthophotography

Red: Band_1

Green: Band_2

Blue: Band_3

1:1,128

0 0 km

Sources: Esri, HE CO, USGS, FAO, NPS, NRC urvey, Esri

er for ArcGIS

Baltimore County Government, VITA, Esri EPA, USDA |

EXHIBIT

7

ArcGIS Web Map

11/21/2022, 11:19:36 AM

County Boundary

2008 Orthophotography

Red: Band_1

Green: Band_2

Blue: Band_3

0

0

4 km

Sources: Esri, EBCO, USGS, FAO, NPS, NR Survey, Esri

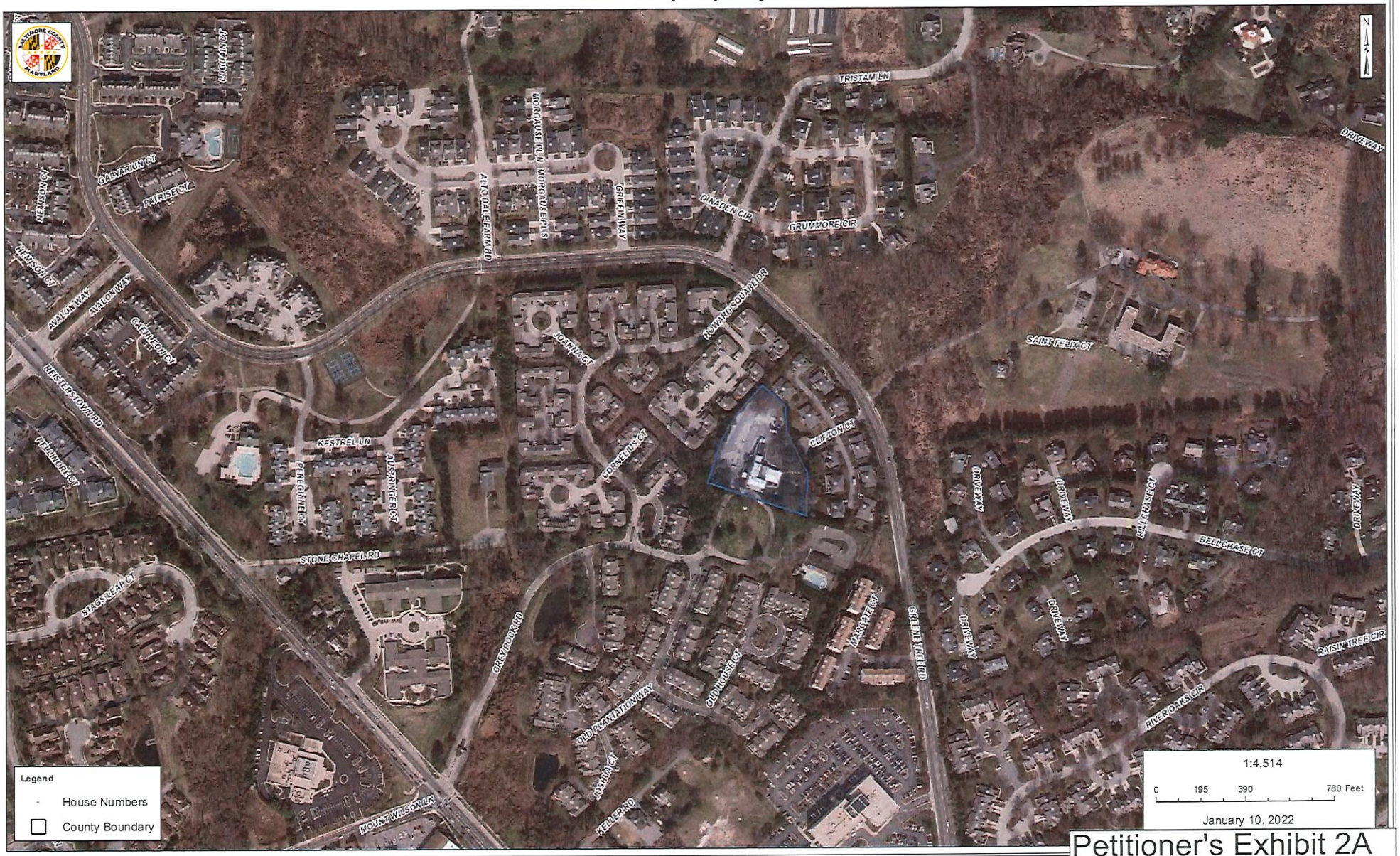
ilder for ArcGIS

Baltimore County Government, VITA, ES GS, EPA, USDA |

EXHIBIT

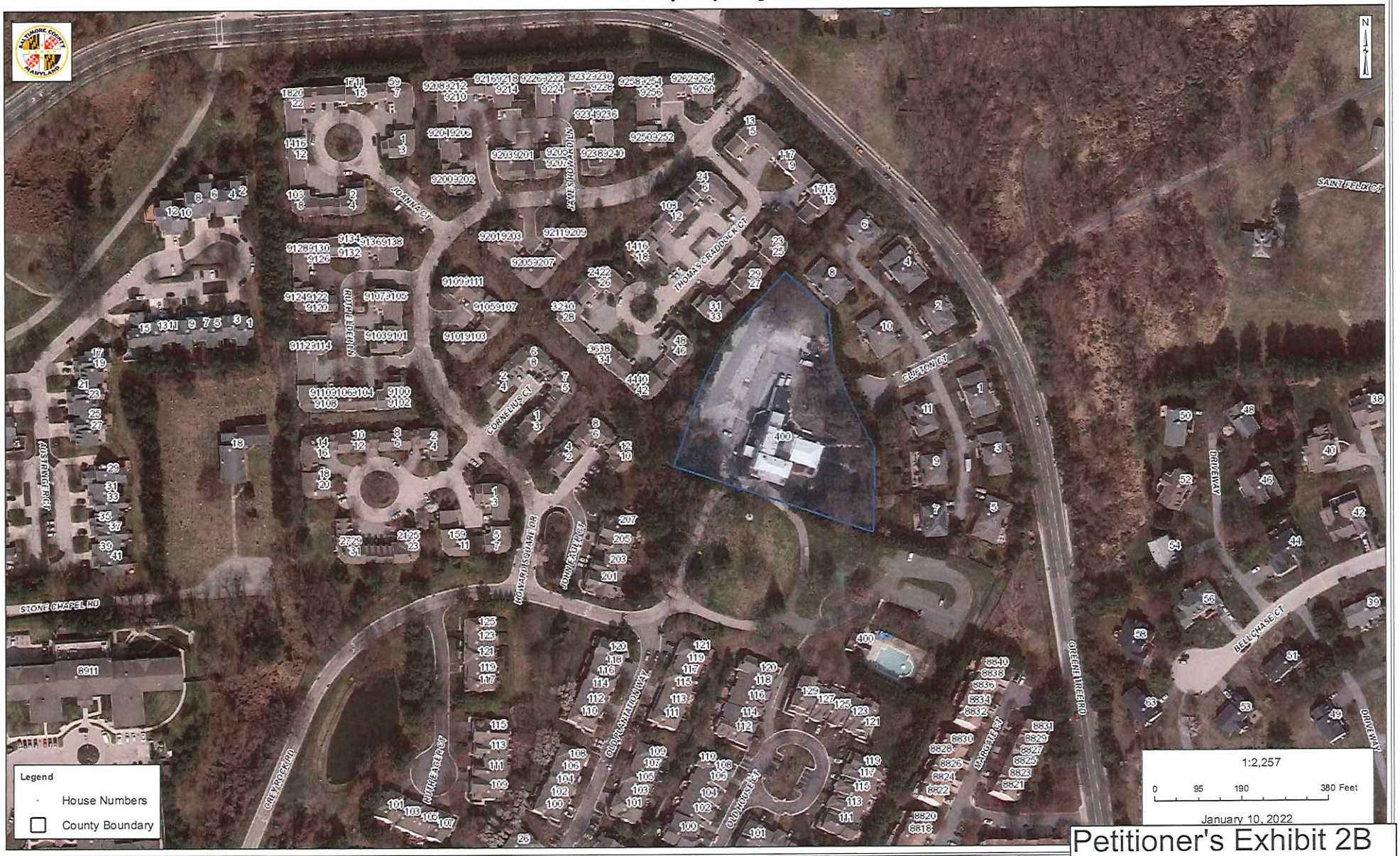
8

Baltimore County - My Neighborhood



Petitioner's Exhibit 2A

Baltimore County - My Neighborhood



Petitioner's Exhibit 2B

Baltimore County - My Neighborhood

Petitioner's Exhibit 2C