

JD

Department of Planning and Zoning
Howard County, Maryland
Recommendations/Comments

Date: January 14, 2014

Hearing Examiner 2/24/14

Planning Board _____ Board of Appeals _____

Zoning Board _____

Petition No. BA 13-038V Map No. _____ Block _____ Parcel _____ Lot _____

Petitioner: _____ ABC Care, Inc. _____

Petitioner's Address: _____

Address of Property: _____

Return Comments by February 3, 2014 to Public Service and Zoning Administration

Owner: (if other than applicant) _____

Owner's Address: _____

Petition: _____ SEE APPLICATION _____

- To: _____ MD Department of Education – Office of Child Care
 _____ 3300 N. Ridge Road, Ste. 190, EC, MD 21043 (Louis Valenti)
 ✓ _____ Bureau of Environmental Health
 _____ Development Engineering Division
 _____ Department of Inspections, Licenses and Permits
 _____ Department of Recreation and Parks
 _____ Department of Fire and Rescue Services
 _____ State Highway Administration
 _____ Sgt. Karen Shinham, Howard County Police Dept.
 _____ James Irvin, Department of Public Works
 _____ Office on Aging, Terri Hansen (senior assisted living)
 _____ Police Dept., Animal Control, Deborah Baracco, (kennels)
 _____ Susan Fitzpatrick, Health Dept. (Nursing & Res. Care)
 _____ Land Development - (Religious Facility & Age-Restricted
 Adult Housing)
 _____ Housing and Community Development
 _____ Economic Development
 _____ Route 1 Cases – DCCP – Dace Blaumanis
 _____ Telecommunication Towers – Josh Levy (Comm. Dept.)

COMMENTS: no comment



 SIGNATURE



DEC 13 2013

DPZ Office use only:

CASE NO. BA 13-038 V
DATE FILED 12/13/13

**RESIDENTIAL DISTRICT VARIANCE PETITION
TO THE HOWARD COUNTY HEARING EXAMINER**

1. VARIANCE REQUEST

SECTION 103 B.2 of the Zoning Regulations (describe) _____
Reduce the 30 foot rear setback to 10 _____

2. PETITIONER'S NAME Chris Rachuba

TRADING AS (IF APPLICABLE) Rachuba Home Builders, LLC

ADDRESS 946-A Marimich Court Eldersburg, MD 21784

PHONE NO. (W) 410-781-3400 (H) _____

EMAIL chris@rachuba.com

3. COUNSEL FOR PETITIONER N/A

COUNSEL'S ADDRESS _____

COUNSEL'S PHONE NO. _____

EMAIL _____

4. PROPERTY IDENTIFICATION

ADDRESS OF SUBJECT PROPERTY 12,000 sq. ft. rectangular lot NE side of Glenmore Ave. 180 ft. NW of Athol Ave. in the 1st election district identified as tax map 38, grid 13, parcel 873 lots 1054-1057 and currently has no address identity.

ELECTION DISTRICT 1st ZONING DISTRICT R12 ACREAGE 12,000sq. ft.

TAX MAP # 38 GRID # 13 PARCEL # 873 LOT # 1054-1057

SUBDIVISION NAME (if applicable) Harwood Park

PLAT NUMBER AND DATE N/A

5. PETITIONER'S INTEREST IN SUBJECT PROPERTY

OWNER (including joint ownership)

OTHER (describe and give name and address of owner)

Contract Purchaser

If the Petitioner is not the owner of the subject property, documentation from the owner authorizing the petition must accompany this petition.

**PLEASE READ CAREFULLY
DATA TO ACCOMPANY PETITION**

6. VARIANCE PLAN

No application for a variance shall be considered complete unless the plan indicates the required setback or other requirement, and the requested variance from the subject setback or other requirement. The submitted plans shall be folded to approximately 8 ½ x 14 inches.

The plan must be drawn to scale and must include the items listed below:

- (a) Courses and distances of outline boundary lines and the size of the property
- (b) North arrow
- (c) Zoning of subject property and adjoining property
- (d) Scale of plan
- (e) Existing and proposed uses, structures, natural features and landscaping
- (f) Location and surface material of existing and proposed parking spaces, driveways, and points of access; number of existing and proposed parking spaces
- (g) Location of all building and use restriction lines
- (h) Same as (a) through (g) above, of any adjoining, confronting and vicinal properties as necessary for proper examination of the petition, or, if applicable, a copy of the subdivision plat for the community
- (i) Location of well and private sewerage easement area, if property is to be served by private water and sewer
- (j) Election District in which the subject property is located
- (k) Tax Map and parcel number on which the subject property is located
- (l) Name of local community in which the subject property is located or name of nearby community
- (m) Name, mailing address, telephone number (and e-mail address if any) of the petitioner
- (n) Name, mailing address, telephone number (and e-mail address if any) of attorney, if any
- (o) Name and mailing address of property owner
- (p) Floor area and height of structures, setback distances from property lines, and other numerical values necessary for the examination of the petition
- (q) Location of subject property in relation, by approximate dimension, to the center line of nearest intersection of two public roads
- (r) Ownership of affected roads
- (s) A detailed description of all exterior building materials for all proposed structures
- (t) Any other information as may be necessary for full and proper consideration of the petition

7. VARIANCE

A) Describe why the application of the Zoning Regulations in question to your particular property would result in practical difficulties or unnecessary hardships in complying strictly with the bulk requirements:

1. The physical character of the property is different from the character of the surrounding properties because of its () narrowness, () shallowness, () shape, () topography, () other; explain: The property's small size is a unique physical condition causing practical difficulty complying with the setback requirement in Section 130.B.2.a.(1)

2. The uniqueness of the property prevents me from making a reasonable use of the property because: the variance will not alter the essential character of the neighborhood in which the lot is located nor impair the appropriate use or development of adjacent properties nor be detrimental to public welfare in accordance with section 130B.2.a.(2)

B) The intended use of the property, in the event the petition is granted: Construct a single family home

C) Any other factors which the Petitioner desires to have considered: the practical difficulty with the lot is the size and shape which was not created by the petitioner

D) Explain why the requested variance is the minimum necessary to afford relief: _____
The proposed dwelling is a reasonable size within the intent and purpose of the regulations, then the variance is the minimum necessary to afford relief in accordance with Section 130B.2.a.(4)

E) Is the property connected to: public water?: Y N ; public sewer?: Y N

F) If the variance is granted, would it impact the water and/or septic/sewer on the site? Y N

G) If the variance is granted, would it increase the intensity of uses on the site? Y N if yes, explain: We would install a water and sewer tap.

H) If the requested variance is granted, would it increase traffic to or from the site? Y N if yes, explain: _____

I) Describe in detail all means of vehicular access onto the site (i.e. width, type of paving, etc.): _____
A ten foot wide blacktop driveway

J) Describe the topography of the site: The lot slopes from low at Glenmore avenue up 8 feet to the top of the lot where the proposed house would sit.

K) Will the existing or proposed structure be visible from adjacent properties? Y__ N__; if yes, describe any proposed buffering or landscaping: We will install 5 leyland cyprus trees along the back line

L) Describe any existing buffering or landscaping: NONE

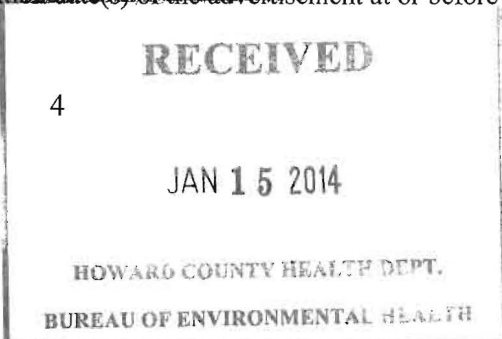
8. PRIOR PETITIONS

Has any petition for the same variance, or substantially the same variance as contained herein, for the same property as the subject of this petition, been disapproved by the Hearing Examiner within twenty four (24) months of the date of this petition? YES NO

If yes, and six (6) months have elapsed since the last hearing, an affidavit setting forth new and different grounds on which re-submittal is based must be attached.

9. ADDITIONAL MATERIAL, FEES, POSTING, AND ADVERTISING

- a) If desired, supplemental pages may be attached to the petition. The following number of petitions, plans and supplemental pages must be submitted:
 - *If the subject property adjoins a State road- original and 19 copies (application & plans)*
 - *If the subject property adjoins a County road- original and 16 copies (application & plans)*
- b) The undersigned agrees to furnish such additional plats, plans, reports or other material as may be required by the Department of Planning and Zoning and/or the Hearing Examiner in connection with the filing of this petition.
- c) The undersigned agrees to pay all costs in accordance with the current schedule of fees.
- d) The undersigned agrees to properly post the property at least fifteen (15) days prior to the hearing and to maintain the property posters as required, and submit an affidavit of posting at, or before the time of the hearing.
- e) The undersigned agrees to insert legal notices, to be published one (1) time in at least two (2) newspapers of general circulation in Howard County, as prepared and approved by the Department of Planning and Zoning, within at least fifteen (15) days prior to the hearing, and to pay for such advertising costs; and further agrees to submit two (2) approved certificates of the text and publication date(s) of the advertisement at or before the time of the hearing.



10. PLANNING BOARD REVIEW

The Hearing Examiner may, at its discretion, refer a residential district variance petition to the Planning Board for review and a recommendation.

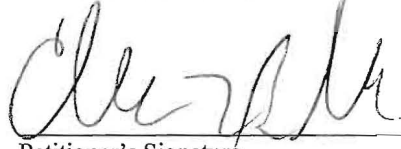
11. SIGNATURES

The undersigned hereby affirms that all of the statements and information contained in, or filed with, this petition are true and correct.

The undersigned has read the instructions on this form, filing herewith all of the required accompanying information.

Christopher L. Rachuba

Petitioners Name (please print)



Petitioner's Signature

12/16/13

Date

N/A

Counsel's Name (please print)

Counsel's Signature

Date

**For DPZ office use only: (Filing fee is \$300.00 plus \$25.00 per poster.)
(Make checks payable to "Director of Finance")**

Hearing fee: \$ _____

Poster fee: \$ _____

TOTAL: \$ _____

Receipt No. _____

PLEASE CALL 410-313-2350 FOR AN APPOINTMENT TO SUBMIT YOUR APPLICATION

County Website: www.howardcountymd.gov

Revised: 07/12

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PETITIONER Christopher L. Rachuba
PROPERTY ADDRESS Tax Map 38 Parcel 873 lots 1054-1057 No Address

Affidavit made pursuant to the pertinent provisions of Title 22 of the Howard County Code as amended.

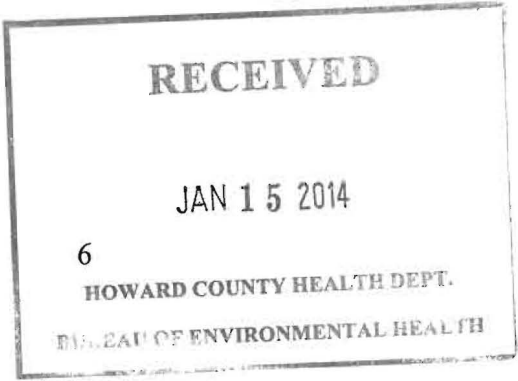
THE UNDERSIGNED DOES HEREBY DECLARE THAT NO OFFICER OR EMPLOYEE OF HOWARD COUNTY, WHETHER ELECTED OR APPOINTED, HAS RECEIVED PRIOR HERETO OR WILL RECEIVE SUBSEQUENT HERETO, ANY MONETARY OR MATERIAL CONSIDERATION, ANY SERVICE OR THING OF VALUE, DIRECTLY OR INDIRECTLY, UPON MORE FAVORABLE TERMS THAN THOSE GRANTED TO THE PUBLIC GENERALLY IN CONNECTION WITH THE SUBMISSION, PROCESSING, ISSUANCE, GRANT OR AWARD OF THE ATTACHED APPLICATION FOR A RESIDENTIAL DISTRICT VARIANCE AS REQUESTED FOR THE PROPERTY REFERENCED ABOVE.

I WE, DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE AFOREGOING AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY, OUR, KNOWLEDGE, INFORMATION AND BELIEF.

Dottie Calp 12/12/13 [Signature] 12-12-13
Witness Signature Date

Witness Signature Date

Witness Signature Date





946-A Marimich Court
Eldersburg, Maryland 21784
(410) 781-3400
(410) 781-3475 FAX
www.rachuba.com

Howard County Maryland
Department of Planning and Zoning
RE: Additional Info for Zoning Case

To whom it may Concern:

I am writing for supplemental information per Section 8 of the Residential District Variance Petition. The lot in question had an approved variance that expired on 1/26/13. I am reapplying with no new information. The previous owner never applied for a building permit. I would like to construct a home on the e lot.



2001 and 2002 Maryland Award of Excellence for Outstanding Custom Home



UNIMPROVED LAND CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice. THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF RESIDENTIAL UNIMPROVED REAL ESTATE LOCATED IN MARYLAND ONLY. NOT FOR USE FOR THE SALE OF IMPROVED REAL ESTATE/COMMERCIAL OR INDUSTRIAL REAL ESTATE. APPROPRIATE ADDENDA MAY BE REQUIRED.

TIME IS OF THE ESSENCE. Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a proscribed date or within a proscribed time period shall be a default under this Contract and the non-defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with Paragraph 19 of this Contract.

1. DATE OF OFFER: September 13, 2013
2. SELLER: 6422 Hawthorn, LLC

3. BUYER: Rachuba Home Builders LLC And or Addend 72

4. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 6422 Glenmore Ave located in Elkridge MD, City/County, Maryland, Zip Code 21075 together with all rights and appurtenances thereto belonging. Buyer and Seller agree that the Property subject to the Contract is estimated to contain (0.280) acre(s) of land, or () square feet of land, more or less. Unless an addendum pertaining to the acreage or square feet and/or the configuration of the Property is specifically included as a part of the Contract, Buyer shall purchase the Property and Seller shall sell the Property without any adjustment in the purchase price regardless as to the actual size or configuration of the Property.

5. ESTATE: The Property is being conveyed: x in fee simple or subject to an annual ground rent, now existing or to be created, in the amount of Dollars (\$) payable semi-annually, as now or to be recorded among the Land Records of City/County, Maryland.

6. PURCHASE PRICE: The purchase price is Sixty Thousand Dollars (\$ 60,000.00).

7. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows:

(a) An initial Deposit by way of check in the amount of Five Hundred Dollars (\$ 500.00) at the time of this offer.

(b) An additional Deposit by way of in the amount of Dollars (\$) to be paid

(c) All Deposits will be held in escrow by: (If not a Maryland licensed real estate broker, the parties may execute a separate escrow deposit agreement.)

(d) The purchase price less any and all Deposits shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement.

(e) Buyer and Seller instruct broker named in paragraph (c) above to place the Deposits in: (Check One) [X] A non-interest bearing account;

OR [] An interest bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer. Broker may charge a fee for establishing an interest bearing account.

8. SETTLEMENT: Date of Settlement November 15, 2013 or sooner if agreed to in writing by the parties.

9. FINANCING: Buyer's obligation to purchase the Property is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:

(Check) [] Conventional Loan as follows: Loan Amount \$ Term of Note Years Amortization Years Interest Rate % Loan Program Loan Origination/Discount Fees (as a % of loan amount): Buyer agrees to pay %; Seller agrees to pay %; Buyer shall receive the benefit of any reduction in fees. [] Gift of Funds Contingency Addendum [] Owner Financing Addendum [] Assumption Addendum [] OTHER: [X] No Financing Contingency



Buyer [Signature]

Seller [Signature]



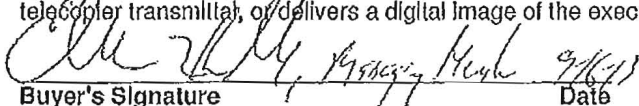
52. **NON-ASSIGNABILITY:** This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.


53. **PARAGRAPH HEADINGS:** The Paragraph headings of this Contract are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

54. **COMPUTATION OF DAYS:** As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:01 a.m. to and including 11:59:59 p.m. E.S.T. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

55. **ENTIRE AGREEMENT:** This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and, if permitted as herein provided, assigns. Once signed, the terms of this Contract can only be changed by a document executed by all parties. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

56. **ELECTRONIC DELIVERY:** The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by telefax or telecopier transmittal, or delivers a digital image of the executed document by email transmittal.


Buyer's Signature _____ Date 9/16/13
Rachuba Home Builders LLC


Seller's Signature _____ Date
6422 Harthorn, LLC

Buyer's Signature _____ Date

Seller's Signature _____ Date

DATE OF CONTRACT ACCEPTANCE: _____

