

**JUSTIFICATION STATEMENT IN SUPPORT OF SPECIAL EXCEPTION  
APPLICATION FOR RUSTIC RETREAT/CAMP/OUTDOOR CLUB**

**13170B CATOCTIN HOLLOW ROAD  
THURMONT, MARYLAND 21788  
(TM 24, PARCEL 101, LOT 1)**

**THE GREEN INFRASTRUCTURE PLANNING SECTOR**

**INTRODUCTION AND OVERVIEW**

Edwin I. Peskowitz and Penelope Fox Peskowitz (the “Applicants”) are the owners of real property described as Tax Map 24, Parcel 101, Lot 1 consisting of approximately 25 acres (the “Property”). The Property is shown on the attached special exception plan submitted with this Application entitled, “Rustic Retreat Special Exception Plan” and dated December 2022 (the “Plan”). The Property has frontage on the southwest side of Catoctin Hollow Road, approximately 2.3 miles by road west of the intersection of Route 15 and Catoctin Hollow Road. The Property is zoned Resource Conservation (“RC”) under the Frederick County Zoning Ordinance (the “Zoning Ordinance”) and adopted Zoning Map (“Zoning Map”). The Property is located within The Green Infrastructure Planning Sector and the Natural Resource area under the 2010 Frederick County Comprehensive Plan and Land Use Map, as amended (the “Comprehensive Plan”).

Adjoining the Property on the north and east side of Catoctin Hollow Road is Cunningham Falls State Park. Adjoining the Property to the east is a 25-acre parcel of land (Tax Map 24, parcel 101, Lot 2) owned by Bruce D. Levenson and his wife, Karen L. Levenson. This parcel shares a private use-in-common driveway with the Property as a means of ingress and egress to and from Catoctin Hollow Road pursuant to a Cross Easement Agreement dated August 9, 1995, and recorded in the Frederick County, Maryland land records at Liber 2124, Folio 1395. (See attached **Exhibit A**.) Adjoining the Property on the south and west side is a 172.05-acre parcel of land (Tax Map 24, parcel 20). This parcel is currently unimproved and is owned by the Applicants as tenants-in-common with Bruce D. Levenson and his wife, Karen L. Levenson. All of the adjoining parcels referenced above are similarly zoned Resource Conservation (“RC”) under the Frederick County Zoning Ordinance (the “Zoning Ordinance”) and adopted Zoning Map (“Zoning Map”). These adjoining parcels are located within The Green Infrastructure Planning Sector and, with the exception of the Cunningham Falls State Park parcel, are also designated as a Natural Resource area under the 2010 Frederick County Comprehensive Plan and

Land Use Map, as amended (the “Comprehensive Plan”). Cunningham Falls State Park is designated as a Public/Quasi-public Park or Open Space under the Comprehensive Plan.

The Applicants are seeking special exception authorization to utilize the Property as a Rustic Retreat pursuant to §1-19-8.327 of the Zoning Ordinance. If approved, the Property will be used by a college or university, such as the University of Maryland, for example, as a venue for retreats, meetings, strategic planning, and educational seminars. Use of the Property will be limited to college or university faculty, staff, students, and their invited guests. A faculty or staff member will be present onsite during all events. As such, unsupervised use of the Rustic Retreat facility by students alone will not be permitted. Further, the Property will not be used for commercial purposes, or as a venue for social gatherings such as weddings or banquets. Nor will the Rustic Retreat facility be made available for use by the general public.

Retreat events will typically occur while the college or university’s academic program is in session and during weekdays between the hours of 9 am to 7 pm. Some of these retreat events will be catered. During such events the catering staff will arrive as early as 8 am and will leave after the event but before 10 pm. Some out of school session retreats and some weekend retreats are possible, but few are expected. On average, it is anticipated that 2 to 3 events will be held during a typical month while school is in session. The average number of attendees at an event will be 15 to 20 people, plus catering staff. The maximum capacity of the Rustic Resort is proposed to be 40 people, inclusive of all event attendees and catering staff. A local catering service will provide food and beverages for the attendees during their visit. The proposed Rustic Retreat will not have any employees.

The Property is currently improved with a one (1) single story residence consisting of approximately 3,953 square feet. In addition, the Property contains several outbuildings including a detached garage, a stable, and a shed. No additional structures or exterior alterations are proposed under this Application unless otherwise required by regulation or law.

Zoning Ordinance Section 1-19-6.220 does not provide a specific parking requirement for a Rustic Retreat use. This code section does however provide a parking requirement for a civic community center, and civic service club. From a parking needs perspective, the proposed Rustic Resort is similar in nature to a civic community center and civic service club. Accordingly, it is appropriate to apply similar parking requirements to the proposed Rustic



Retreat use. Based on this, the required parking would be 1 space per 5 seats. As indicated above, the maximum attendance at the retreat facility would be 40 persons inclusive of catering staff. Based on this, 8 parking spaces are required ( $40 \text{ seats} / 5 = 8 \text{ spaces}$ ). As shown on the attached special exception plan, a total of 9 parking spaces are provided on-site, inclusive of 1 handicapped designated space. As such, the available parking on-site will guarantee the availability of adequate parking for the proposed use. The special exception plan also provides for a designated loading/unloading and turn-around area. This area will also be designated as a “No Parking” area to ensure its availability for emergency apparatus.

The Property has an existing septic system serving the existing house. This septic system is more than adequate to serve the proposed use of the existing house as a Rustic Resort. Likewise, there is also an existing well on the Property that provides sufficient potable water to support the proposed Rustic Resort use on the Property. As part of the Site Plan and permitting process, the Applicants will secure all required approvals of the Frederick County Health Department and the Maryland Department of the Environment for the on-site septic system and on-site well.

The exterior lighting on the Property consists of some building mounted residential fixtures. The Applicant proposes to continue to utilize this existing lighting in support of the proposed Rustic Resort use. No additional outdoor lighting fixtures are proposed. The existing outdoor lighting meets the height, glare and other standards of Section 1-19-6.500 of the Zoning Ordinance.

The Property is heavily forested. In addition, the Applicant is not proposing to clear any forested areas nor is the Applicant intending to make any significant alterations to the existing conditions of the Property. In light of the forgoing, the Applicant is not proposing to provide any additional landscaping.

As demonstrated by the responses provided below, the proposed Rustic Retreat fully meets the general criteria of approval for a special exception, as well as the specific criteria for approval of a Rustic Resort special exception.

#### § 1-19-3.210. SPECIAL EXCEPTIONS.

(A) An application for a special exception may be made only by persons with a financial, contractual or proprietary interest in the property for which a special exception is requested.

*Applicant's Response: This criterion for approval is satisfied because the Applicant is the fee-simple owner of the Property.*

(B) A grant of a special exception is basically a matter of development policy, rather than an appeal based on administrative error or on hardship in a particular case. The Board of Appeals should consider the relation of the proposed use to the existing and future development patterns. A special exception shall be granted when the Board finds that:

(1) The proposed use is consistent with the purpose and intent of the Comprehensive Development Plan and of this chapter; and

*Applicant's Response: This criterion for approval is satisfied because Rustic Retreats are expressly permitted as a special exception in the RC zoning district in accordance with the Zoning Ordinance and this chapter. Further, the Zoning Ordinance (including this chapter) is designed ensure consistency with the purpose and intent of the Comprehensive Plan. Accordingly, Rustic Retreat as proposed herein is consistent with the Comprehensive Plan and this chapter of the Zoning Ordinance.*

(2) The nature and intensity of the operations involved in or conducted in connection with it and the size of the site in relation to it are such that the proposed use will be in harmony with the appropriate and orderly development of the neighborhood in which it is located; and

*Applicant's Response: This criterion for approval is satisfied because the nature and intensity of the proposed Rustic Retreat is such that it will likely go unnoticed by nearby neighbors and passersby. The site is quite large in relation to the proposed use. The site contains 25 acres in the aggregate and the maximum proposed capacity of the Rustic Retreat is 40 persons. The resulting density of the proposed use on a persons per acre basis is 1.6. This density is nearly one-half the density (persons per acre) permitted under these regulations. In addition, the proposed use is non-commercial in nature. And, it will take place on an infrequent and intermittent basis, mostly during the daytime or the early evening hours. The use will not generate any atypical or excessive adverse effects such as noise, dust, fumes, odors, or vibrations. The use will not cause undue traffic congestion or unsafe conditions on the roads. As such, the proposed Rustic Retreat will be in harmony with the appropriate and orderly development of the neighborhood.*

(3) Operations in connection with the special exception at the proposed location shall not have an adverse effect such as noise, fumes, vibration or other characteristics on neighboring properties above and beyond those inherently associated with the special exception at any other location within the zoning district; and

*Applicant's Response: As stated above, this criterion for approval is satisfied because the site is quite large in relation to the proposed use. The site contains 25 acres in the aggregate and the maximum proposed capacity of the Rustic Retreat use is 40 persons. The resulting density on a persons per acre basis is 1.6. This density is nearly one-half the density (persons per acre) permitted under these regulations. In addition, the use is non-commercial in nature and will take place on an infrequent and intermittent basis, mostly the during daytime or the early evening hours. The use will not generate any atypical or excessive adverse effects such as noise, dust, fumes, odors, or vibrations. In addition, the use will not cause undue traffic congestion or unsafe conditions on the roads.*

(4) Parking areas will comply with the off-street parking regulations of this chapter and will be screened from adjoining residential uses, and the entrance and exit drives shall be laid out so as to achieve maximum safety.

*Applicant's Response: This criterion for approval is satisfied because the proposed Rustic Retreat use fully complies with the off-street parking regulations of this chapter. All parking areas are screened from adjoining residential uses by existing trees and vegetation, and the existing entrance and exit drives are laid out so as to achieve maximum safety as evidenced by the road system evaluation letter prepared by Michael Nalepa and attached hereto as **Exhibit B**.*

(5) The road system providing access to the proposed use is adequate to serve the site for the intended use.

*Applicant's Response: This criterion for approval is satisfied because the proposed Rustic Retreat use will be used on an infrequent, intermittent, and non-commercial basis. Further, the proposed Rustic Retreat will not be made available to the general public. As such the proposed use will not generate any significant amounts of traffic to and from the site.*

(C) In addition to the general requirements listed above, uses requiring a special exception shall be subject to the specific requirements for each use outlined in §§1-19-8.320 through 1-19-8.355 of this Code.

*Applicant's Response: This criterion for approval is satisfied for the reasons set for below.*

§ 1-19-8.327. RUSTIC RETREAT/CAMP/OUTDOOR CLUB IN RC AND A DISTRICTS.

The following provisions shall apply to rustic retreat/camp/outdoor club in RC and A Districts.

(A) A minimum 10-acre lot size is required.

*Applicant's Response: This criterion for approval is satisfied because the proposed Rustic Retreat use will be located on a lot consisting of 25 acres.*

(B) Rustic retreat/camp/outdoor club with a planned capacity of 100 persons or more must have a minimum of 50 feet of frontage with access on a public road having a minimum pavement width of 20 feet to the nearest paved road. If the planned capacity is under 100 persons, there will be no specific road requirements other than the provisions contained in § 1-19-3.210(B)(5).

*Applicant's Response: This criterion for approval is satisfied because the proposed Rustic Retreat has a planned capacity of fewer than 100 persons and the road system meets all of the provisions in § 1-19-3.210(B)(5). Specifically, the road system providing access to the proposed use is adequate to serve the site for the intended use as evidenced by the road system evaluation letter prepared by Michael Nalepa and attached hereto as **Exhibit B**.*

(C) The project will be designed so that an overall density of 3 persons per acre is not exceeded.

*Applicant's Response: This criterion for approval is satisfied because the site consists of 25 acres. Accordingly, the permitted density would allow up to 75 persons (3 persons x 25 acres). The proposed Rustic Retreat has a maximum capacity of up to 40 persons. Therefore, the resulting density on a persons per acre basis is 1.6 persons per acre.*

(D) Total impervious surface area for buildings and parking shall be limited to 4,000 square feet for every 1 acre of lot area up to a maximum of:

- (1) 3 acres for lots of 100 acres or less; or
- (2) 4 acres for lots between 101 and 250 acres; or
- (3) 5 acres for lots of 251 acres or larger.

Applicant's Response: This criterion for approval is satisfied because the total impervious surface area for buildings and parking permitted for this proposed Rustic Retreat is 100,000 sq. ft. (4,000 sq. ft. x 25 acres) or 2.3 acres. The actual amount of impervious surface area for buildings and parking associated with the proposed use is 0.6 acres. (See, General Note No. 3, Sheet 2 on attached Special Exception Plan.)

- (E) The requirement for all yards is 50 feet.

Applicant's Response: This criterion for approval is satisfied because the front, side and rear setbacks of all existing structures is in excess of 50 feet. No additional structures are proposed. (See, General Note No. 3, Sheet 2 on attached Special Exception Plan.)

- (F) One freestanding on-premises identification sign no more than 25 square feet in area and subject to a minimum setback of 15 feet is permitted.

Applicant's Response: This criterion for approval is satisfied because a single freestanding on-premises identification sign having no more than 25 square feet in area is proposed. The proposed identification sign will be located a minimum of 15 feet from the Cactoctin Hollow Road right-of-way

- (G) Parking shall be limited to that number required by zoning ordinance and co-located adjacent to the access drive. An increase in the number of parking spaces may be granted by the Planning Commission where the applicant can demonstrate need based on characteristics of the proposed use, hourly parking demand studies published by the Institute of Transportation Engineers (ITE), or other documentation as approved by the Planning Commission. Parking approved beyond that number required by zoning ordinance shall be constructed of pervious materials.

Applicant's Response: This criterion for approval is satisfied because 8 parking spaces are required for the proposed Rustic Retreat under the zoning regulations and 8 parking spaces are provided.

(H) Permanent residential occupancy shall be limited to the resident owner, manager, or caretaker.

*Applicant's Response: This criterion for approval is satisfied because the Applicant agrees to limit any permanent residential occupancy of the Rustic Retreat premises to the resident owner, manager, or caretaker.*

(I) Caretaker residence(s) is permitted as an accessory use to a rustic retreat/camp/outdoor club where a specific plan is presented and approved by the Board of Appeals.

*Applicant's Response: This criterion for approval is satisfied because the Applicant is not proposing a caretaker residence in association with this proposed Rustic Retreat.*

(J) Within the RC District:

(1) The requirements of § 1-19-7.200 of this Code will be met.

*Applicant's Response: This criterion for approval is satisfied because the Applicant agrees to fully comply with the requirements of §1-19-7.200 of the Zoning Ordinance.*

(K) Insofar as practical at the time of site development plan review, the landscape shall be preserved in its natural state by:

(1) Minimizing tree and soil removal or disturbance;

(2) Retaining existing tree lines, forest buffers, and rock formations

reducing visual impacts of development on surrounding properties and rights-of-way;

(3) Siting buildings to protect and enhance the visual relationship between buildings and the natural terrain;

(4) Reducing visual prominence of proposed structures by building adjacent to woodland edges and not in the center of open space areas on a proposed site;

(5) Avoiding building on ridge lines, unless alternative site locations are unavailable and existing forest buffers can be retained to reduce visual impacts;

(6) Opening up views only through selective tree and limb removal rather than clear cutting.

*Applicant's Response: This criterion for approval is satisfied because the Applicant is not proposing any significant alterations to the site. Further, the Applicant in so far as practical commits to preserving the landscape in its natural state by implementing the site design principals nos. 1 thru 6 as enumerated above.*

Having met all of the general and specific criteria for approval of a special exception to establish and operate a Rustic Retreat, the Applicant respectfully requests approval of this application.



# EXHIBIT A

## CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT made this 9<sup>th</sup> day of August, 1995, by and between Edwin I. Peskowitz and Penelope Fox Peskowitz (hereinafter referred to as "First Owner"), and Bruce D. Levenson and Karen L. Levenson (hereinafter referred to as "Second Owner").

## WITNESSETH

WHEREAS, by deed from Seymour S. Mintz and Bettie R. Mintz dated June 5, 1992, and recorded among the Land Records of Frederick County, Maryland, in Book 1795 at Page 253, First Owner and Second Owner acquired all that tract of land consisting of approximately 223.238 acres  $\pm$  with an address of 13170 Catocin Hollow Road, Thurmont, Maryland 21788 and as more fully described on Exhibit 1 attached hereto and made a part hereof ("PesLev Tract");

WHEREAS, by deed of even date herewith, recorded or intended to be recorded immediately prior thereto, First Owner and Second Owner, together conveyed Farm Lot 1 as shown on the plat entitled "Farm Lot Plat, Lots 1 and 2, Section One, Flowing Waters, recorded May 4, 1995 in Book 56 at Page 49 among the Land Records of Frederick County, Maryland" (hereinafter referred to as the "Plat") to First Owner, solely, and conveyed Farm Lot 2 as shown on the Plat to Second Owner, solely, retaining the balance of the PesLev Tract in their joint names as tenants in common;

WHEREAS, a tennis court, shed (a/k/a smokehouse), stable, garage, and access driveway have been constructed on Farm Lot 1 and a bridge over Buzzard Branch Creek is to be built on Farm Lot 1, all of the aforesaid hereinafter referred to as "Common Facilities on Farm Lot 1" and having been or being built with the intent that such shall serve both Farm Lot 1 and Farm Lot 2;

WHEREAS, a pump house (a/k/a water well), guest house (a/k/a cottage), a bridge over Little Hunting Creek and construction of the access driveway have been constructed on Farm Lot 2, all of the aforesaid hereinafter referred to as "Common Facilities on Farm Lot 2" and having been built with the intent that such shall serve both Farm Lot 1 and Farm Lot 2;

WHEREAS, it is the intent of the parties hereto that the Common Facilities on both Farm Lot 1 and Farm Lot 2 shall be maintained and used as integrated facilities for the benefit of both Farm Lot 1 and Farm Lot 2, even though the Common Facilities shall be under separate ownership.

NOW, THEREFORE, THIS CROSS EASEMENT AGREEMENT WITNESSETH, that for and in consideration of the sum of Five Dollars (\$5.00) in hand paid by each of the parties hereto to the other, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree and covenant as follows:

1. *Definition of Common Facilities.* As used herein, the term and expression "Common Facilities" shall refer to and include:

AFTER RECORDING, PLEASE RETURN TO:  
RICHARD H. TANENBAUM, ESQ.  
7315 WISCONSIN AVE., #775N  
BETHESDA, MD 20814  
OCT 5 1995

(a) all roadways, constructed or to be constructed on Farm Lot 1 leading from Catoctin Hollow Road onto Farm Lot 1 and extending to and on Farm Lot 2;

(b) the following, all being located on Farm Lot 1: the tennis court, shed and garage, the foregoing being shown on the Plat, and the stable (located near the shed but not depicted on the Plat), and a bridge to be constructed over Buzzard Branch Creek to be located approximately 200 feet southwest of the point marked "L-6" on the Plat;

(c) the following, all being located on Farm Lot 2: a pump house and a guest house, the foregoing being shown on the Plat, and a bridge over Little Hunting Creek (located approximately 200 feet northwest of the intersection of Little Hunting Creek and Buzzard Branch Creek, but not depicted on the Plat);

(d) such other items as the parties hereto may from time to time designate as "Common Facilities" by means of a written supplement to this Agreement, consented to by the holders of all mortgages and by the trustees named in all deeds of trust on Farm Lot 1 or Farm Lot 2 or any part or portion thereof.

2. *Reciprocal Rights to Use Common Facilities.* First Owner hereby establishes and creates for the benefit of Second Owner a mutual, reciprocal and non-exclusive easement, license, right and privilege to use and enjoy for the purposes for which they have been designed, all Common Facilities which have been or may be hereafter constructed on Farm Lot 1. Second Owner hereby establishes, and creates for the benefit of First Owner a mutual, reciprocal and non-exclusive easement, license, right and privilege to use and enjoy, for the purposes for which they have been designed, all Common Facilities which have been or may be hereafter constructed on Farm Lot 2. The rights and privileges granted and conferred by this Section 2 shall be exercised and enjoyed in common by the parties hereto and subsequent owners of Farm Lot 1 and Farm Lot 2.

3. *Maintenance and Use of Common Facilities.* All Common Facilities located on Farm Lot 1 from time to time shall be maintained by First Owner in an adequate state of cleanliness and repair. All Common Facilities located on Farm Lot 2 from time to time shall be maintained by Second Owner in an adequate state of cleanliness and repair. The cost to maintain, repair and if agreed upon, renovate all Common Facilities will be shared equitably and absent any agreement to the contrary, on an equal basis by First Owner and Second Owner. The parties hereto further shall endeavor to avoid the use of equipment over any roadway or otherwise use any other Common Facilities which would exceed the capacity of such Common Facilities or materially and adversely interfere with or hinder the use and enjoyment thereof by any other party hereto.

4. *Alternations to Common Facilities.* Both First Owner and Second Owner shall have the right to alter or relocate any Common Facility on their respective properties, provided that such alteration or relocation does not unreasonably interfere with the rights granted hereunder.

5. *Expense of Common Facilities.* Subject to the equitable sharing of costs as set forth in section 3 above, which the parties shall adjust and pay their fair share to the other,

as the case may be, on at least an annual basis, the parties agree to handle the day to day expenditures as set forth in this section 5. First Owner shall pay the cost and expense of the operation, repair and maintenance of Common Facilities on Farm Lot 1; provided, however, that First Owner shall not be required to pay for gas, electricity, water or other utilities supplied through Common Facilities on Farm Lot 1 for the use or benefit of Second Owner, nor shall First Owner be required to pay for the discharge of sewage through Common Facilities by Second Owner. Second Owner shall pay the cost and expense of the operation, repair and maintenance of Common Facilities on Farm Lot 2; provided, however, that Second Owner shall not be required to pay for gas, electricity, water or other utilities supplied through Common Facilities on Farm Lot 2 for the use or benefit of First Owner, nor shall Second Owner be required to pay for the discharge of sewage through Common Facilities by First Owner.

6. *Nature of Rights Granted.* The easements, restrictions, benefits and obligations set forth in this Agreement shall create mutual and reciprocal easements, restrictions, benefits and servitudes upon Farm Lot 1 and Farm Lot 2, running with the land, which shall be perpetual. This Agreement shall create privity of contract and estate with and among the parties hereto and all grantees of all or any part of Farm Lot 1 and/or Farm Lot 2, their successors and assigns. First Owner may grant the benefit of all easements, licenses, rights or privileges hereby granted to or conferred upon it to tenants now or hereinafter occupying Farm Lot 1, and to the invitees of such tenants or of First Owner. Second Owner may grant the benefit of all easements, licenses, rights or privileges hereby granted to or conferred upon it to any tenant now or hereinafter occupying Farm Lot 2 and to the invitees of such tenants or of Second Owner.

7. *Right to Cure Defaults.* If First Owner shall fail to perform fully and completely any duty or obligation imposed upon or assumed by it under this Agreement, then Second Owner, after ten (10) days prior written notice to First Owner, may cure such default. First Owner shall reimburse Second Owner for First Owner's share as set forth hereof all costs and expenses incurred by Second Owner in curing such default, promptly after demand for reimbursement by Second Owner.

If Second Owner shall fail to perform fully and completely any duty or obligation imposed upon or assumed by it under the provisions of this Agreement, then First Owner, after ten (10) days prior written notice to Second Owner, may cure such default. Second Owner shall reimburse First Owner for Second Owner's share as set forth hereof all costs and expenses incurred by First Owner in curing such default, promptly after demand for reimbursement by First Owner.

8. *Indemnity for Extraordinary Use of Common Facilities.* Second Owner covenants and agrees to hold First Owner harmless from all damage to Common Facilities on Farm Lot 1 caused by any extraordinary use thereof by Second Owner, (such as the use of roads for ingress and egress of construction equipment). First Owner covenants and agrees to hold Second Owner harmless from all damage to Common Facilities on Farm Lot 2 caused by any extraordinary use thereof by First Owner.

9. *Interpretation.* This Agreement shall not impose upon either party hereto any obligation to initially construct any Common Facilities, but said Common Facilities, once constructed, shall be subject to the terms and provisions hereof. This Agreement shall not relieve either party of any obligations of construction or maintenance imposed upon it by any other agreement, commitment, contract or other undertaking.

10. *Right of First Refusal.* If, at any time, First Owner shall receive from any third party (which shall not include sale or other transfer to a spouse or member of their immediate family), a bona fide offer to purchase Farm Lot 1, or any portion thereof, acceptable to First Owner, First Owner shall submit a written copy of such offer to Second Owner, giving Second Owner thirty (30) days within which to elect to meet such offer, plus payment to First Owner of an additional \$225,000, representing funds advanced by First Owner for the benefit of the Second Owner. If Second Owner elects to meet such offer plus \$225,000, it shall give First Owner written notice thereof and settlement shall be held within 90 days thereafter, whereupon First Owner shall convey to Second Owner good and marketable title to Farm Lot 1, free and clear of all liens, encumbrances, and restrictions, and all provisions of this Cross Easement Agreement shall terminate. If Second Owner shall fail to give written notice of its election to purchase as aforesaid, First Owner shall be free to convey Farm Lot 1 for the price and upon the terms and conditions stated in the original third party offer.

If, at any time, Second Owner shall receive from any third party (which shall not include sale or other transfer to a spouse or member of their immediate family), a bona fide offer to purchase Farm Lot 2, or any portion thereof, acceptable to Second Owner, Second Owner shall submit a written copy of such offer to First Owner, giving First Owner thirty (30) days within which to elect to meet such offer, provided however, First Owner may deduct \$225,000 from said offer's price before agreeing to meet the offer, said \$225,000 representing funds advanced by First Owner for the benefit of the Second Owner. If First Owner elects to meet such offer less \$225,000, it shall give Second Owner written notice thereof and settlement shall be held within 90 days thereafter, whereupon Second Owner shall convey to First Owner good and marketable title to Farm Lot 2, free and clear of all liens, encumbrances, and restrictions, and all provisions of this Cross Easement Agreement shall terminate. If First Owner shall fail to give written notice of its election to purchase as aforesaid, Second Owner shall be free to convey Farm Lot 2 for the price and upon the terms and conditions stated in the original third party offer.

In addition to the above, in the event either party elects to purchase Farm Lot 1 or Farm Lot 2 from the other pursuant to the preceding two paragraphs, then, at the same time, the purchasing party also shall purchase from the other and the selling party shall sell its one half interest in the balance of the PesLev Tract owned as tenants in common with the other based on one-half of the then existing fair market value of the PesLev Tract. The fair market value shall be as agreed by the parties, or absent agreement within thirty (30) days, by appraisal. After exercise of the purchase option and absent agreement by the parties, the then fair market value shall be determined by an agreement as to the fair market



value between independent appraisers retained at the sole cost and discretion of each party. The appraiser(s) selected by the parties to establish the fair market value shall each be an MAI, IFAC or similar qualified appraiser, experienced in conducting appraisals in the geographical area in which the real property is located. Finally if the independent appraisers are unable to agree upon the fair market value, then fair market value shall be determined by an independent appraiser appointed by the American Arbitration Association, any costs of which shall be borne evenly by each party.

If either Farm Lot 1 or Farm Lot 2 is sold to a third party due to the First Owner or Second Owner not exercising its option to purchase as stated above, said third party shall upon acquisition be entitled to and the parties hereto agree to join in and grant and convey unto the trustees under any purchase money deed of trust granted by said third party all easements, licenses, rights and privileges hereby established, dated, granted and conferred for the benefit of the Farm Lot so encumbered, subject to the terms and provisions hereof.

11. *Miscellaneous Provisions.* This Agreement contains the final and entire agreement between the parties hereto and they shall not be bound by any liens, conditions, statements or representations, oral or written, not herein contained. Any subsequent amendment to this Agreement shall be valid only if executed in writing by the parties hereto, their successors or assigns.

As used in this Agreement the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective estates, heirs, successors and assigns.

The provisions of this Agreement shall be deemed to be cumulative. No provision of this Agreement shall be deemed to be in limitation of or to exclude any other provision hereof, or any right, remedy or provision of law, unless otherwise expressly stated.

The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

WITNESS:

[Signature]

[Signature]  
Edwin I. Peskowitz, *First Owner*

[Signature]

[Signature]  
Penelope Fox Peskowitz, *First Owner*

[Signature]

[Signature]  
Bruce D. Levenson, *Second Owner*

[Signature]

[Signature]  
Karen L. Levenson, *Second Owner*

STATE OF MARYLAND, COUNTY OF MONTGOMERY, TO WIT:

I, TUULIKKI HEIDIK a Notary Public in and for the aforesaid State and County do hereby certify that Edwin I. Peskowitz, whose name is signed to the foregoing Cross Easement Agreement, bearing date on the 17th day of July, 1995, and hereto annexed, personally appeared before me in said State and County, the said Edwin I. Peskowitz being personally well known to me (or proved by the oath of credible witnesses to be) as the person who executed the said Agreement and acknowledged the same to be his act and deed.

GIVEN under my hand this 17th day of July, 1995.

My Commission Expires: 2/1/97

Tuulikki Heidik  
Notary Public

STATE OF MARYLAND, COUNTY OF MONTGOMERY, TO WIT:

I, TUULIKKI HEIDIK a Notary Public in and for the aforesaid State and County do hereby certify that Penelope Fox Peskowitz, whose name is signed to the foregoing Cross Easement Agreement, bearing date on the 17th day of July, 1995, and hereto annexed, personally appeared before me in said State and County, the said Penelope Fox Peskowitz being personally well known to me (or proved by the oath of credible witnesses to be) as the person who executed the said Agreement and acknowledged the same to be her act and deed.

GIVEN under my hand this 17th day of July, 1995.

My Commission Expires: 2/1/97

Tuulikki Heidik  
Notary Public

STATE OF MARYLAND, COUNTY OF MONTGOMERY, TO WIT:

I, TUULIKKI HEIDIK a Notary Public in and for the aforesaid State and County do hereby certify that Bruce D. Levenson, whose name is signed to the foregoing Cross Easement Agreement, bearing date on the 9th day of August, 1995, and hereto annexed, personally appeared before me in said State and County, the said Bruce D. Levenson being personally well known to me (or proved by the oath of credible witnesses to be) as the person who executed the said Agreement and acknowledged the same to be his act and deed.

GIVEN under my hand this 9th day of August, 1995.

My Commission Expires: 2/1/97

Tuulikki Heidik  
Notary Public

STATE OF Maryland, COUNTY OF Montgomery, TO WIT:

I, TUULIKKI HEIDIK, a Notary Public in and for the aforesaid State and County do hereby certify that Karen L. Levenson, whose name is signed to the foregoing Cross Easement Agreement, bearing date on the 9th day of August, 1995, and hereto annexed, personally appeared before me in said State and County, the said Karen L. Levenson being personally well known to me (or proved by the oath of credible witnesses to be) as the person who executed the said Agreement and acknowledged the same to be her act and deed.

GIVEN under my hand this 9th day of August, 1995.

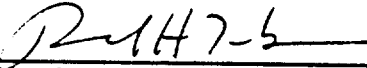
My Commission Expires: 2/1/97

Tuulikki Heidik  
Notary Public



First Owner and Second Owner hereby certify under the penalties of perjury that the actual consideration paid or to be paid for the foregoing easement agreement, is in the sum total of \$0.00.

This is to certify that the within instrument was prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals in Maryland.

  
Richard H. Tanenbaum, Attorney-at-Law

IMP FD SURE \$	2.00
RECORDING FEE	20.00
TOTAL	22.00
Rest # FR01	Rcpt # 11378
CCK DMK	Blk # 2213
Sep 20, 1995	11:40 am

## EXHIBIT 1

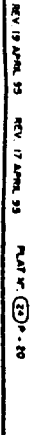
**LEGAL DESCRIPTION**  
**13170 CATOCTIN HOLLOW ROAD, THURMONT, MARYLAND 21788**

Beginning for the same at a pile of stones found set on the ground at the point of beginning of the first parcel of land conveyed by Florence E. Ewald, widow, to Gerald R. Ewald, by deed dated March 19, 1957, and recorded in Liber No. 579, Folio 314, one of the Land Records of Frederick County, Maryland, said point of beginning have the Maryland State Coordinate System Values as follows: North 840,219.55 feet and East 667,153.45 feet, thence as surveyed by D. K. Sutcliffe & Associates, Surveyors and Engineers, on the 19th day of March, 1957, and running for a line of division across Parcel No. 1 as aforesaid with North referenced to the Maryland State Coordinate System Grid, (1) South 17 degrees 45 minutes 55 seconds West 4,738.90 feet to an iron tee bar with Registered Land Surveyor's Cap #2046 now set in the ground on the southern outline of Parcel No. 1 aforesaid, and on the northern outlines of the Tuscarora and Fishing Creek Water Shed as conveyed to the Mayor and Alderman of Frederick, a municipal corporation, by deed from Stanley E. Hauver, et al, dated February 28, 1927, and recorded in Liber No. 360, folio 529, one of the Land Records of the County aforesaid, and thence running and binding on said southern outline of Parcel No. 1 aforesaid, and the said Water Shed Property the following two courses and distances, (2) North 77 degrees 36 minutes 51 seconds East 1,085.48 feet to a pile of stones found set on the ground, thence (3) South 76 degrees 13 minutes 45 seconds East 1,130.70 feet to a pile of stones found set on the ground thence still binding on the outlines of Parcel No. 1 aforesaid the following five courses and distances: (4) North 26 degrees 58 minutes 50 seconds East 3,368.75 feet to a marked locust tree, thence running and binding on the outlines of the land conveyed by Edgar A. Nicodemus to the United States of America by deed dated April 29, 1937, and recorded in Liber No. 407, folio 145, one of the Land Records of the County aforesaid, the following four courses and distances, (5) North 35 degrees 52 minutes 05 seconds West 430.40 feet to a pile of stones found set on the ground, thence (6) North 33 degrees 05 minutes 10 seconds West 479.75 feet to a pile of stones found set on the ground, thence (7) North 60 degrees 46 minutes 10 seconds West 1,198.65 feet to a rock oak tree, thence (8) North 75 degrees 21 minutes 00 seconds West 669.29 feet to the point of beginning, containing 223.238 acres, according to a survey by D. K. Sutcliffe & Associates, Surveyors and Engineers, as aforesaid.

TOGETHER WITH a right of way 30 feet in width over lands now or formerly owned by Potomac Hills Development Company from the land above described to the State Highway south of the old Catoctin manor house, said right of way being over what is known as "The Old Road or Trail", and also especially a right of way 30 feet in width over and along the said "Old Road or Trail" as the same runs through lands now or formerly owned by Lawrence Richey, widower, said right of way including the right to erect poles and wires thereon through the property now or formerly owned by the said Lawrence Richey for the purpose only of carrying electricity and telephone service to the property herein conveyed and connected with the telephone and electric light lines running through the property now or formerly owned by the said Lawrence Richey from the said State Highway.

Subject to covenants, easements and restrictions of record.

Being the same land as described in Deed dated June 5, 1992 and recorded June 8, 1992 in Book 1795 at Page 253 among the Land Records of Frederick County, Maryland.



BK2124PG1404

State of Maryland Land Instrument Intake Sheet  
Baltimore City & County: Frederick

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)  
(Check Box If Addendum Intake Form is Attached.)

- 1 **Type(s) of Instruments**  
Deed ☐ Mortgage ☒ Other ☒ Easement  
Deed of Trust ☐ Lease ☐ Other ☐
- 2 **Conveyance Type**  
Check Box  
Improved Sale ☐ Unimproved Sale ☐ Multiple Accounts ☒ Not an Arms-Length Sale ☒  
Arms Length [1] ☐ Arms Length [2] ☐ Arms Length [3] ☐
- 3 **Tax Exemptions**  
(If Applicable)  
Recordation ☐ Recordation of Easement Only  
State Transfer ☐  
County Transfer ☐
- 4 **Cite or Explain Authority**

## Consideration Amount

## Consideration and Tax Calculations

Purchase Price/Consideration \$ 0.00  
Any New Mortgage \$  
Balance of Existing Mortgage \$  
Other: \$  
Other: \$

Full Cash Value \$

Finance Office Use Only	
Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	\$
X ( ) % =	\$
Less Exemption Amount	\$
Total Transfer Tax	\$
Recordation Tax Consideration	\$
X ( ) per \$500 =	\$
TOTAL DUE	\$

- 5 **Fees**  
Amount of Fees  
Recording Charge \$ 20.00 Doc. 1  
Surcharge \$ 2.00  
State Recordation Tax \$  
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 15 Property Tax ID No. (1) 0832751000 Grantor Liber/Folio 1795/255 Map  
Subdivision Name sect. 1, Flaming waters Lot (2a) Block (3b) Sect/AR(3c) 1+2 Plat Ref. 205 BR56/49 SqFt/Acreage (4) 223.232r-  
Location/Address of Property Being Conveyed (2) 13170 Catochin Hollow Road, Thurmont, MD 21788  
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) Peskowicz, Edwin + Penelope  
Doc. 2 - Grantor(s) Name(s)  
Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Levenson, Bruce + Karen  
Doc. 2 - Owner(s) of Record, if Different from Grantor(s)
- 8 **Transferred To**  
Doc. 1 - Grantees(s) Name(s) Peskowicz, Edwin + Penelope  
Doc. 2 - Grantees(s) Name(s) Levenson, Bruce + Karen  
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  
Name: Oreta Martin, Real Estate Paralegal ☒ Return to Contact Person  
Firm: Law Office Richard Tannenbaum  
Address: 73.5 Wisconsin Ave. # 775N  
Bethesda, MD 20814 Phone: (301) 951-1585  
☐ Hold for Pickup  
☐ Return Address Provided

11 **IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER**

Assessment Information ☒ 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:	Transfer Number:	Date Received:	Deed Reference:	Assigned Property No.	Deed Reference:	Assigned Property No.	Deed Reference:	Assigned Property No.
Year	<u>19</u>	Year	<u>19</u>	Geo.	<u>Map</u>	Sub	<u>Block</u>	Geo.	<u>Map</u>
Land		Land		Zoning	<u>Grid</u>	Plat	<u>Plat</u>	Zoning	<u>Grid</u>
Buildings		Buildings		Use	<u>Parcel</u>	Section	<u>Section</u>	Use	<u>Parcel</u>
Total		Total		Town C.	<u>Ex. St.</u>	Occ. Cd.	<u>Occ. Cd.</u>	Town C.	<u>Ex. St.</u>

REMARKS:

Distribution: White - Clerk's Office  
Canary - SDAT  
Pink - Office of Finance  
Goldenrod - Preparer  
AOC-CC-300 (6/95)

# EXHIBIT B





## Street Traffic Studies, Ltd.

• A Maryland DOT Small Business Certified Company  
A Virginia SWaM Certified Company

December 19, 2022

William Erskine  
Principal  
Offit Kurman  
8850 Stanford Blvd., Suite 2900  
Columbia, Maryland 21045

RE: The Ledge House  
STS No.: 7003

Dear Mr. Erskine:

This is in response to your request for a traffic evaluation of the access point to the Ledge House located at 13170 Catoctin Hollow Road in Frederick County.

Catoctin Hollow Road is a two lane undivided roadway without any centerline markings in the vicinity of the site. The posted speed limit is 25 MPH and the width varies between 16 to 18 feet.

A site visit was conducted on Wednesday, December 7, 2022. At this time a sight distance evaluation was performed which revealed that the existing sight line to the north from the site access point was measured to be 595 feet, while the sight line to the south was measured to be 235 feet.

A speed study/volume count was performed along Catoctin Hollow Road on Thursday, December 1, 2022 from 6:00 AM to 7:00 PM. The data collection point was immediately south of the existing driveway. Based on the data collected, the 85<sup>th</sup> percentile speed for northbound Catoctin Hollow Road motorists was 32 MPH and 35 MPH for southbound motorists. A total of 239 vehicle traversed this section of Catoctin Hollow Road over the 13 hour count period, with the highest hourly volume of 23 vehicles occurring between 2:00 to 3:00 PM.

AASHTO guidelines for Safe Stopping Sight Distance for approach speeds of 35 MPH is 250 feet and is 220 feet for an 85<sup>th</sup> percentile speed of 32 MPH. Based on the existing 85<sup>th</sup> percentile speeds, conditions and AASHTO guidelines, the existing access provides adequate sight lines for safe access to Catoctin Hollow Road.

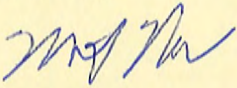
Mr. William Erskine  
Page Two  
December 19, 2022

The proposed use will operate as a Rustic Retreat for the University of Maryland. The site will have a maximum capacity of 40 guests and will provide a total of 8 parking spaces (2 handicap + 6 regular). Guests of the site will be transported to/from the site via shuttle buses which will greatly reduce the volume of site generated trips. It is anticipated that 2 to 3 events will be held during a typical month and would occur between the hours of 9:00 AM to 7:00 PM. In view of the existing volumes along Catoctin Hollow Road and the anticipated low volume of site generated trips; this proposed use is not expected to have an impact on traffic operations/safety along Catoctin Hollow Road.

In view of the above, it is our conclusion that the existing site access point at 13170 Catoctin Hollow Road is adequate to safely accommodate the volumes expected to be generated by this proposed use.

If you have any questions or require any additional analyses, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Nalepa', is written above the typed name.

Mike Nalepa  
Senior Traffic Engineer

Enclosures





Sight distance to the north from 13170 Catoctin Hollow Rd



Sight distance to the south from 13170 Catoctin Hollow Rd



# STREET TRAFFIC STUDIES, INC.

## Speed Count Data Summary

Survey Location: Catoctin Hollow Road - Approx. 0.8 Miles South of Mink Farm Road  
 City/Area: Thurnmont, Frederick County  
 Posted Speed: 25 MPH

Day/Date: 12/1/2022 (Thursday)  
 Count Period: 13-Hour

	Direction: Northbound										
Interval (Ending)	Vehicle Speeds (in MPH)										Vehicle Volume (per Interval)
	< 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	> 55	
6:15	0	0	2	0	0	0	0	0	0	0	2
6:30	0	0	1	0	0	0	0	0	0	0	1
6:45	0	0	0	0	1	0	0	0	0	0	1
7:00	0	0	0	1	0	0	0	0	0	0	1
7:15	0	0	0	1	0	0	0	0	0	0	1
7:30	0	0	1	0	0	0	0	0	0	0	1
7:45	0	0	1	1	0	0	0	0	0	0	2
8:00	0	0	0	2	0	0	0	0	0	0	2
8:15	0	0	1	1	0	1	0	0	0	0	3
8:30	0	0	1	0	0	0	0	0	0	0	1
8:45	0	2	1	2	0	0	0	0	0	0	5
9:00	0	0	1	1	0	0	0	0	0	0	2
9:15	0	0	0	1	0	0	0	0	0	0	1
9:30	0	0	1	0	0	0	0	0	0	0	1
9:45	0	0	1	0	0	0	0	0	0	0	1
10:00	0	0	1	1	0	0	0	0	0	0	2
10:15	0	2	1	2	0	0	0	0	0	0	5
10:30	0	0	1	1	0	0	0	0	0	0	2
10:45	0	0	0	2	0	0	0	0	0	0	2
11:00	0	0	0	0	1	0	0	0	0	0	1
11:15	0	0	1	1	0	0	0	0	0	0	2
11:30	0	0	0	0	0	1	0	0	0	0	1
11:45	0	0	2	1	1	0	0	0	0	1	5
12:00	0	1	0	0	0	0	0	0	0	0	1
12:15	0	1	0	0	0	0	0	0	0	0	1
12:30	0	0	0	1	0	0	0	0	0	0	1
12:45	0	0	1	1	0	0	0	0	0	0	2
13:00	0	0	1	0	0	0	0	0	0	0	1
13:15	0	0	2	0	1	0	0	0	0	0	3
13:30	0	0	1	0	0	0	0	0	0	0	1
13:45	0	0	2	0	0	0	0	0	0	0	2
14:00	0	0	0	1	0	0	0	0	0	0	1
14:15	0	0	1	0	2	0	0	0	0	0	3
14:30	0	0	0	1	2	0	0	0	0	0	3
14:45	0	1	1	0	0	0	0	0	0	0	2
15:00	0	0	2	1	1	0	0	0	0	1	5
15:15	0	0	1	1	2	0	0	0	0	0	4
15:30	0	0	1	0	0	0	0	0	0	0	1
15:45	0	0	0	0	1	0	0	0	0	0	1
16:00	0	0	0	3	1	1	0	0	0	0	5
16:15	0	0	0	4	0	0	0	0	0	0	4
16:30	0	0	1	0	0	0	0	0	0	0	1
16:45	0	0	0	0	1	0	0	0	0	0	1
17:00	0	0	0	0	2	1	0	0	0	0	3
17:15	0	0	0	2	1	0	0	0	0	0	3
17:30	0	0	2	0	1	1	0	0	0	0	4
17:45	0	0	1	1	1	0	0	0	0	0	3
18:00	0	1	0	2	0	0	0	0	0	0	3
18:15	0	0	0	1	0	0	0	0	0	0	1
18:30	0	0	0	0	1	0	0	0	0	0	1
18:45	0	0	2	3	0	0	0	0	0	0	5
19:00	0	0	0	1	2	0	0	0	0	0	3
13-Hour Total	0	8	36	41	22	5	0	0	0	2	114
Percent in Speed Bin	0.0%	7.0%	31.6%	36.0%	19.3%	4.4%	0.0%	0.0%	0.0%	1.8%	

### Statistics Summary

Average Speed: 27 MPH  
 50th Percentile: 26 MPH  
 85th Percentile: 32 MPH  
 Maximum Speed: 56 - 60 MPH

10 MPH Pace Speed: 20 - 29 MPH  
 Percent in Pace Speed: 67.0%  
 Vehicles > 25 MPH: 60.0%

Data Collection by: O. R. George & Associates, Inc.  
 (STS Task #49)

# STREET TRAFFIC STUDIES, INC.

## Speed Count Data Summary

Survey Location: Catoctin Hollow Road - Approx. 0.8 Miles South of Mink Farm Road  
City/Area: Thurmont, Frederick County  
Posted Speed: 25 MPH

Day/Date: 12/1/2022 (Thursday)  
Count Period: 13-Hour

	Direction: Southbound										Vehicle Volume (per Interval)
Interval (Ending)	Vehicle Speeds (in MPH)										
	< 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	> 55	
6:15	0	0	0	0	1	1	0	0	0	0	2
6:30	0	0	0	1	1	0	0	0	0	0	2
6:45	0	0	2	2	2	0	0	0	0	0	6
7:00	0	0	1	1	0	0	0	0	0	0	2
7:15	0	0	0	2	0	1	0	0	0	0	3
7:30	0	0	0	0	1	1	0	0	0	0	2
7:45	0	0	0	2	2	2	0	0	0	0	6
8:00	0	0	1	1	0	1	1	0	0	0	4
8:15	0	0	0	0	2	1	0	0	0	0	3
8:30	0	0	1	1	1	0	0	0	0	0	3
8:45	1	0	0	0	1	0	0	0	0	0	2
9:00	0	0	0	0	1	0	0	0	0	0	1
9:15	0	0	0	1	0	0	0	0	0	0	1
9:30	0	0	0	2	1	0	0	0	0	0	3
9:45	0	0	0	0	1	0	0	0	0	0	1
10:00	0	0	0	0	2	0	0	0	0	0	2
10:15	0	1	0	2	1	0	0	0	0	0	4
10:30	0	0	1	0	1	0	0	0	0	0	2
10:45	0	0	0	2	0	1	0	0	0	0	3
11:00	0	0	0	0	2	0	0	0	0	0	2
11:15	0	0	1	2	0	0	0	0	0	0	3
11:30	0	0	0	0	1	0	0	0	0	0	1
11:45	0	0	2	0	0	0	0	0	0	0	2
12:00	0	0	1	2	0	0	0	0	0	0	3
12:15	0	1	0	1	1	0	0	0	0	0	3
12:30	0	2	1	3	0	0	0	0	0	0	6
12:45	0	0	0	1	1	1	1	0	0	0	4
13:00	0	0	1	0	0	0	0	0	0	0	1
13:15	0	0	0	2	0	0	0	0	0	0	2
13:30	0	0	1	1	0	0	0	0	0	0	2
13:45	0	0	0	2	1	0	0	0	0	0	3
14:00	0	0	1	0	0	1	0	0	0	0	2
14:15	0	0	1	0	0	1	0	0	0	0	2
14:30	0	0	0	1	0	0	0	0	0	0	1
14:45	0	0	1	1	0	1	0	0	0	0	3
15:00	0	0	0	4	0	0	0	0	0	0	4
15:15	0	0	0	0	1	0	0	0	0	0	1
15:30	0	0	1	0	1	1	0	0	0	0	3
15:45	0	0	0	0	2	0	0	0	0	0	2
16:00	0	0	1	0	1	0	1	0	0	0	3
16:15	0	0	0	1	0	0	0	0	0	0	1
16:30	0	0	0	1	1	0	0	0	0	0	2
16:45	0	0	0	1	0	1	0	0	0	0	2
17:00	0	0	0	2	0	0	0	0	0	0	2
17:15	0	0	0	0	1	0	0	0	0	0	1
17:30	0	0	0	0	1	0	0	0	0	0	1
17:45	0	1	0	0	0	0	0	0	0	0	1
18:00	0	0	0	1	0	0	0	0	0	0	1
18:15	0	0	1	1	0	0	0	0	0	0	2
18:30	0	0	1	2	0	0	0	0	0	0	3
18:45	0	0	0	0	1	0	0	0	0	0	1
19:00	0	0	1	0	1	1	0	0	0	0	3
13-Hour Total	1	5	21	46	34	15	3	0	0	0	125
Percent in Speed Bin	0.8%	4.0%	16.8%	36.8%	27.2%	12.0%	2.4%	0.0%	0.0%	0.0%	

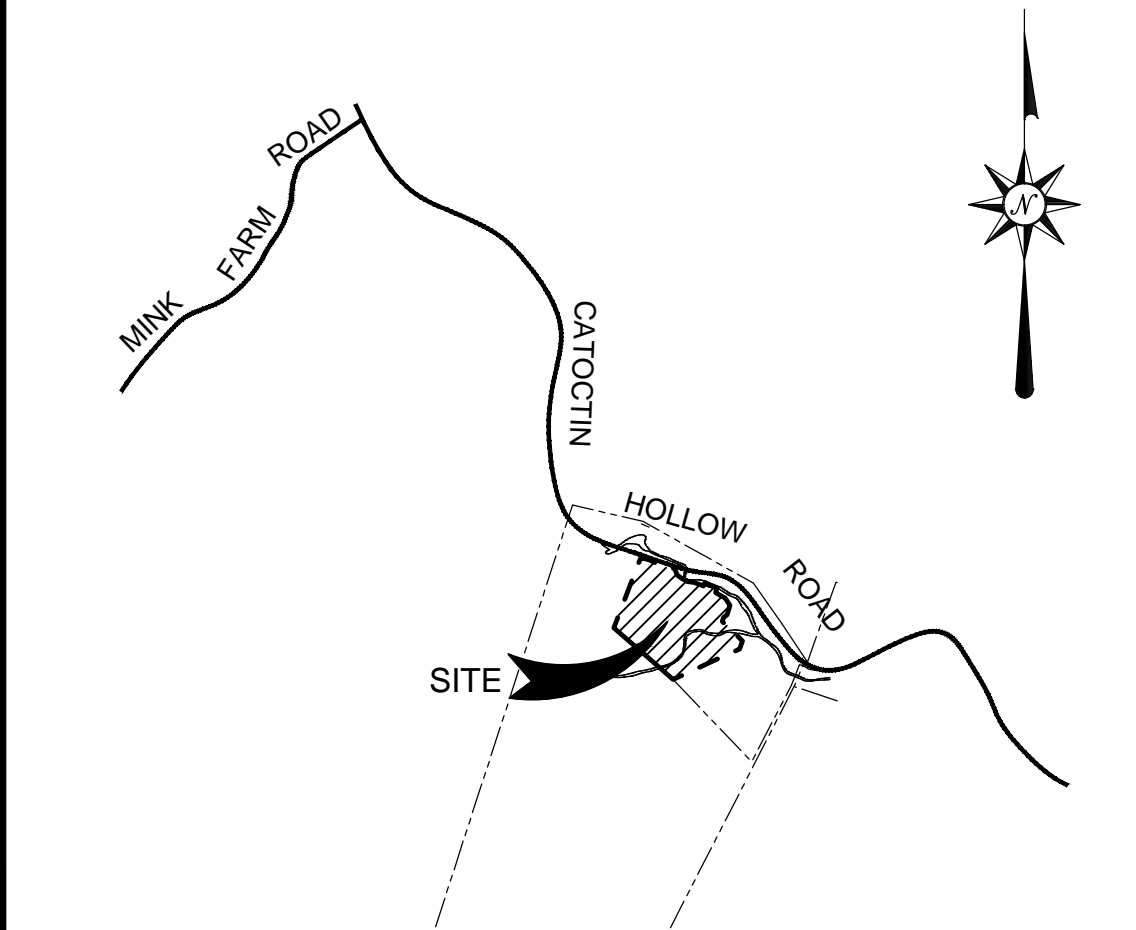
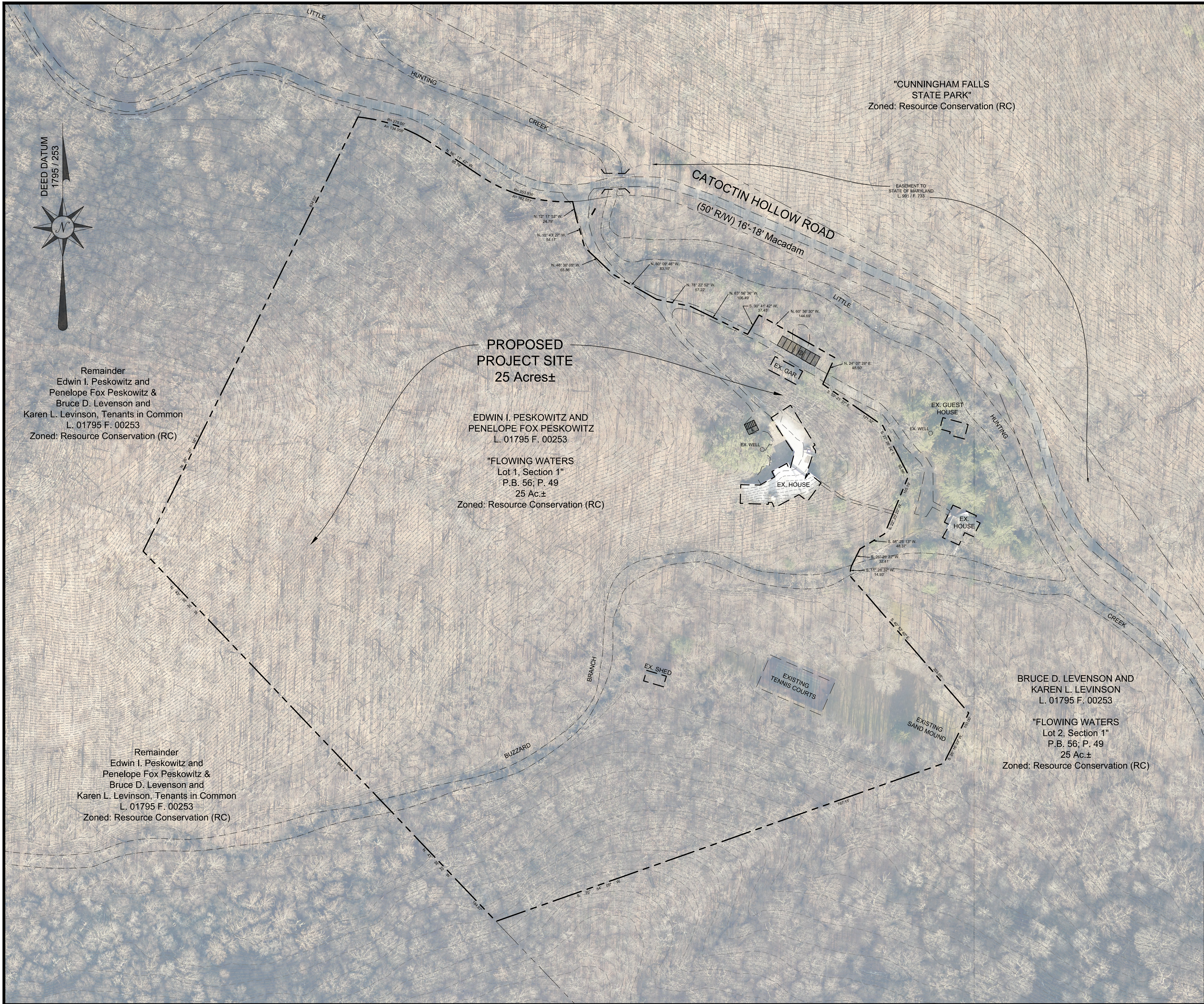
### Statistics Summary

Average Speed: 29 MPH  
50th Percentile: 29 MPH  
85th Percentile: 35 MPH  
Maximum Speed: 41 - 55 MPH

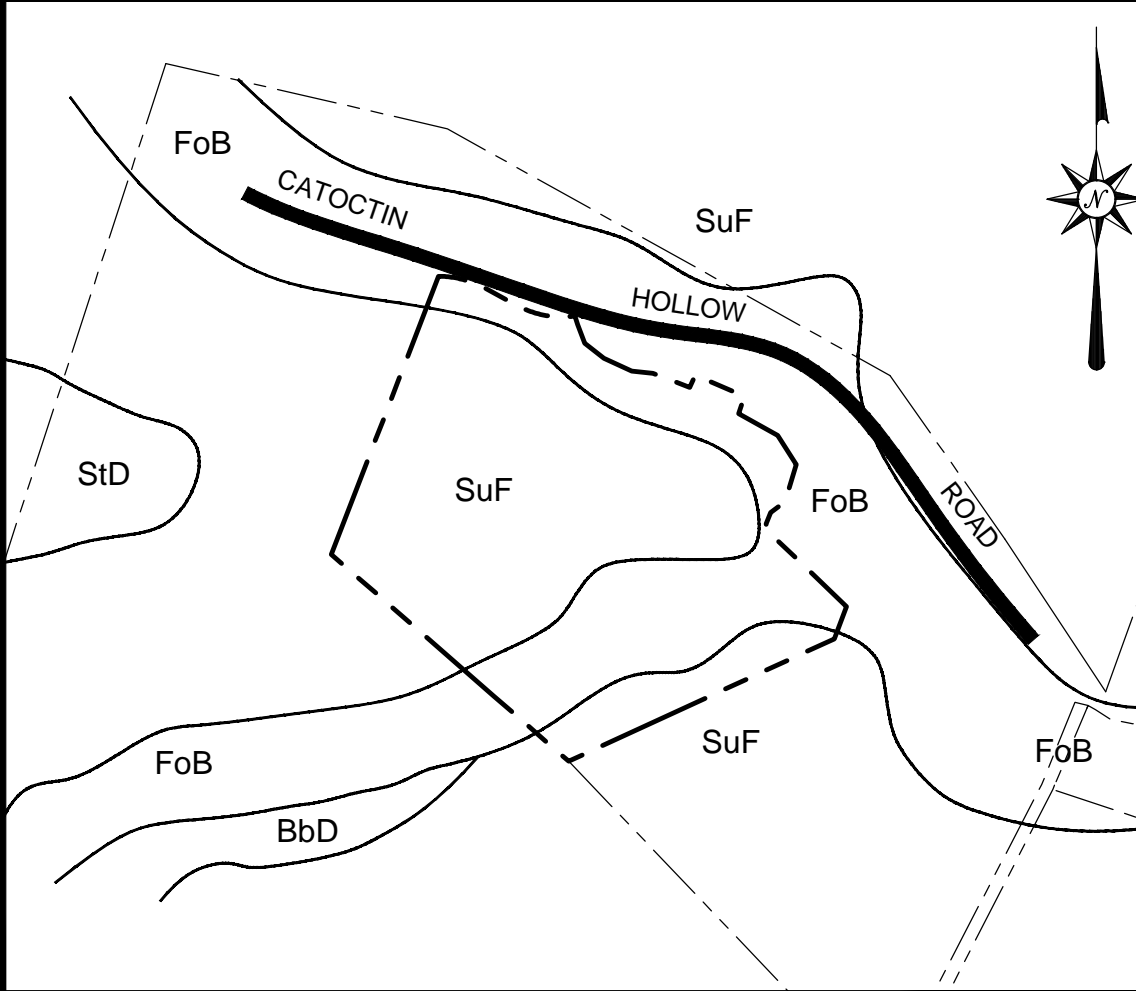
10 MPH Pace Speed: 25 - 34 MPH  
Percent in Pace Speed: 64.0%  
Vehicles > 25 MPH: 79.0%

Data Collection by: O. R. George & Associates, Inc.  
(STS Task #49)





VICINITY MAP  
SCALE: 1" = 2,000'  
TAX MAP 24, PARCEL 101



SOILS MAP  
SCALE: 1" = 500'

BASE NOTES

- Existing property lines, topography, and site features are obtained from Frederick County G.I.S. data, and supplemented with data from Plat of Record entitled "Farm Lot Plat, Lots 1 & 2, Section One, Flowing Waters" dated February 28, 1995 as prepared by R.F. Gauss & Associates, Inc. and recorded in the Land Records of Frederick County in Plat Book 59 at Page 49.
- Aerial Photography is provided by Frederick County GIS systems Orthophotography from aerials flown by Pictometry (EagleView Technologies) between Fall 2021 & Spring 2022.
- ON-SITE SOILS DATA:**  
  
BbD - Bagtown Cobbly Loam, 15% - 25% Slopes, Rubbly.  
  
FoB - Foxville Cobbly Loam, 0% - 8% slopes, Rubbly.  
  
StD - Stumptown-Rock Outcrop Complex, 15% - 25% slopes.  
  
SuF - Stumptown-Bagtown-Rock Outcrop Complex, 25% - 65% slopes.
- Existing House is served by existing well & sand-mound septic system, as shown on plan. Well Tag Number FR-88-3831 & Sand Mound Septic System Application #92-169.

FOR GENERAL NOTES, SEE SHEET 2.

**OWNER:**  
EDWIN I. PESKOWITZ AND  
PENELOPE FOX PESKOWITZ  
P.O. BOX 506  
MIDDLETOWN, MD 21769

BOARD OF APPEALS RUSTIC RETREAT SPECIAL EXCEPTION PLAN  
COVER SHEET - ORIENTATION PLAN

# The Ledge House

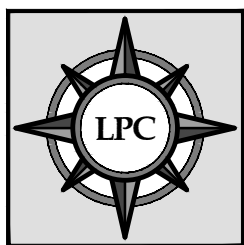
SITUATED AT 13170B CATOCTIN HOLLOW ROAD  
TAX MAP 24, PARCEL 101  
P.B. 56, P. 49 "FLOWING WATERS, FARM LOT 1, SEC. 1"  
FREDERICK COUNTY, MARYLAND

SCALE:  
1" = 80'

INITIAL DWG DATE:  
OCTOBER, 2022

SHEET 1 OF 3

LPC PROJECT NO.  
Pending



**LINGG**  
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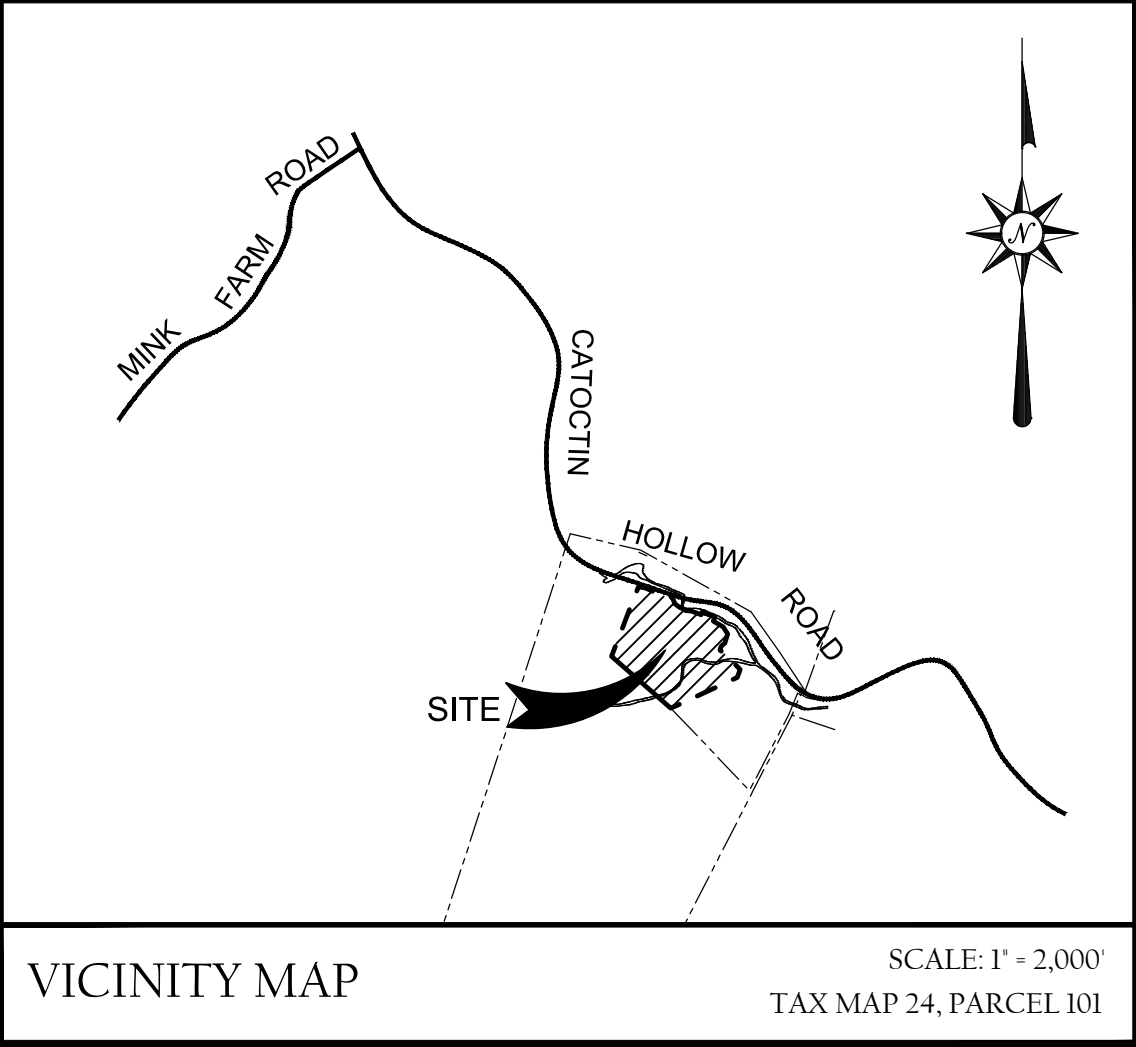
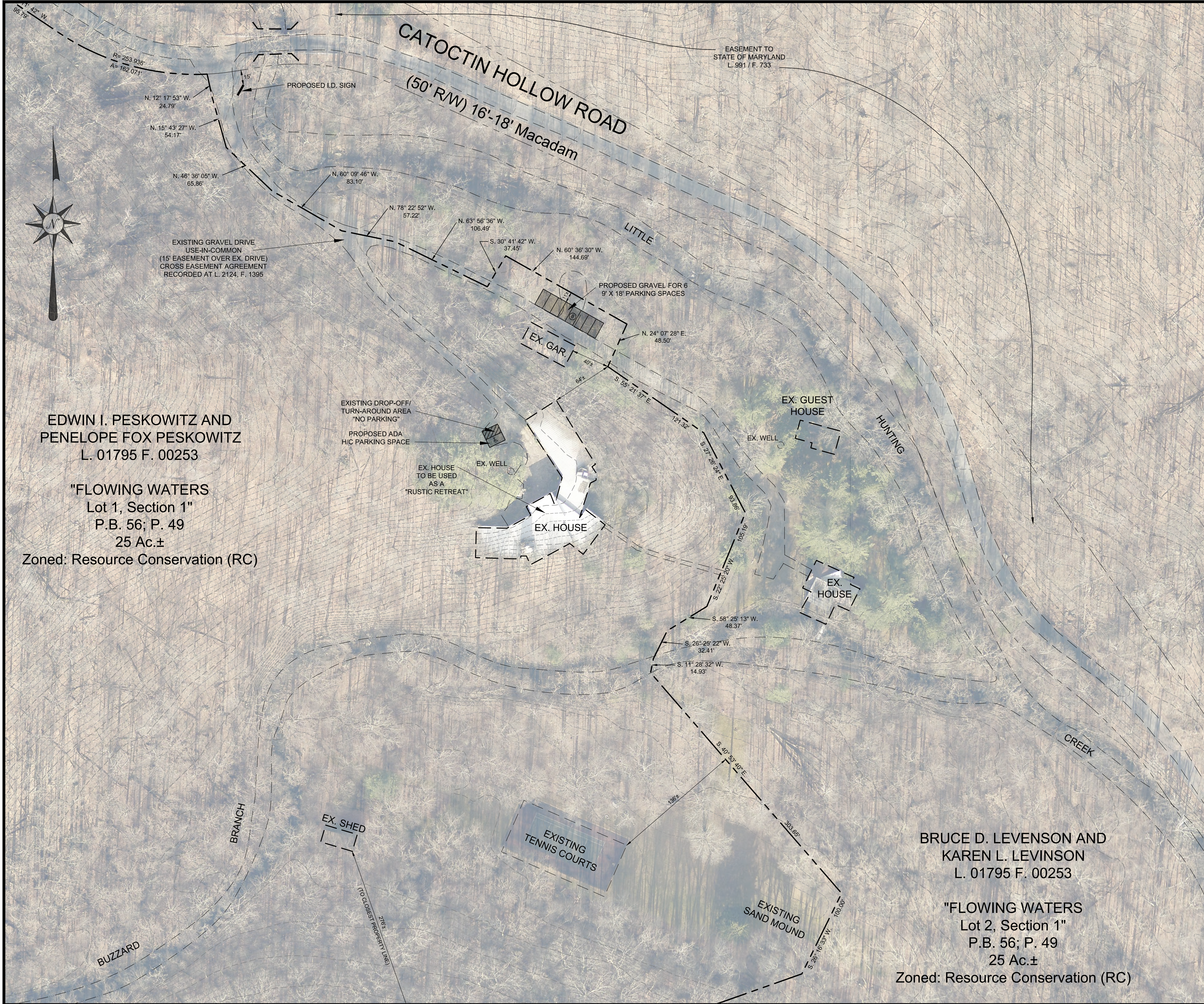
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LAND DESIGN BY : LPC  
PRELIMINARY ENGINEERING FEATURES BY : DMW/LPC  
DRAFTED BY : LPC/DMW  
AUTOCAD VERSION 2014

PLAN REVISIONS :				
NO.	REVISIONS	BY	DATE	

SEAL :





GENERAL NOTES

1. This purpose of this plan is to support a Board of Appeals application request to obtain a Special Exception for a Rustic Retreat in the RC zoning district on the subject property. The Rustic Retreat Special Exception standards are set forth in Section 1-19-8.327 of the Frederick County Zoning Ordinance.

The use is proposed to operate as a Rustic Retreat for the University of Maryland. The site will have a maximum capacity of 40 guests and will provide a total of 9 parking spaces (1 handicap + 8 regular). It is anticipated that 2 to 3 events will be held during a typical month occurring between the hours of 9:00 AM to 7:00 PM.

2. The subject property is zoned RC, Resource Conservation and is recorded as "Flowing Waters, Lot 1, Section 1" in Plat Book 56 at Page 49 within the Land Records of Frederick County. The subject property contains 25 acres ±.

The Property is located in The Green Infrastructure Planning Sector and the Natural Resource designated area as indicated in the 2010 Frederick County Comprehensive Plan and Land Use Map.

3. Design Standards Per Section 1-19-8.327:

	Required	Provided
Minimum Lot Size	- 10 acres	25 acres
Minimum Setbacks	- 50' Front, Side & Rear Yards	No new buildings prop.
Maximum Density	- 3 persons per acre	
	3 x 25 = 75 persons maximum.	40 persons maximum
Max. Impervious	- 4,000 s.f. per acre up to 3 acres max. 4,000 x 25 = 2.3 acres ±.	0.6 acres±

4. Parking Requirements Per Section 1-19-6.220:  
Closest similar use in the Frederick County Ordinance is Civic Community Center/Civic Service Club, which requires 1 space per 5 seats. Maximum attendance of 40 persons ±  
40 / 5 = 8 parking spaces required.  
9 parking spaces provided, (including 1 H/C space).

5. No additional outdoor lighting is proposed with this plan.

6. Area Tabulation:  
Subject Property: 25.0 Acres ± or 1,089,000 s.f.± (100%)  
Footprint Area of Existing Structures: 11,236 s.f.± (1.0%)  
Area in Existing Drives/Parking Areas: 15,318 s.f.± (1.4%)

7. Signage (per Section 1-19-6.320):

Permitted:	1 free standing sign no more than 6' tall and 25 s.f. in area.
Proposed:	1 free standing monument I.D. sign at location shown on plan.

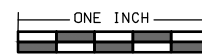
8. The Property shares a private use-in-common driveway with adjoining Lot 2 as a means of ingress and egress to and from Catoctin Hollow Road pursuant to a Cross Easement Agreement dated August 9, 1995, and recorded in the Frederick County, Maryland land records at Liber 2124, Folio 1395

**OWNER:**  
EDWIN I. PESKOWITZ AND  
PENELOPE FOX PESKOWITZ  
P.O. BOX 506  
MIDDLETOWN, MD 21769

BOARD OF APPEALS RUSTIC RETREAT SPECIAL EXCEPTION PLAN  
DETAIL PLAN

The Ledge House

SITUATED AT 13170B CATOCTIN HOLLOW ROAD  
TAX MAP 24, PARCEL 101  
P.B. 56, P. 49 "FLOWING WATERS, FARM LOT 1, SEC. 1"  
FREDERICK COUNTY, MARYLAND

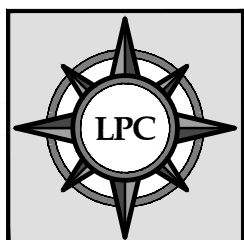


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SHEET 2 OF 3

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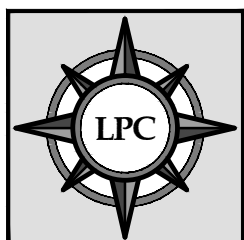
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BOARD OF APPEALS RUSTIC RETREAT SPECIAL EXCEPTION PLAN  
SITE PHOTOS

# The Ledge House

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