

**Tax Map/Block/Parcel**  
**No. 43-10-57**

**Case 5338**

**OFFICIAL DECISION**  
**BOARD OF ZONING APPEALS**  
**CARROLL COUNTY, MARYLAND**

**APPELLANT:** John J. Schuster, Jr.  
219 Stem Road  
Union Bridge, MD 21791

**ATTORNEY:** Clark Schaffer for Appellant  
John Maguire for Uniontown Bible Church  
Terri Jones for Planning and Zoning Commission

**REQUEST:** An appeal of the Planning and Zoning Commission's approval of a Site Plan for the Uniontown Bible Church.

**LOCATION:** The site is located at 4280 Watson Lane, Union Bridge, on property zoned "A" Agricultural District in Election District 12.

**BASIS:** Code of Public Local Laws and Ordinances, Section 223-186 A (1)

**HEARING HELD:** July 31, 2007

**FINDINGS AND CONCLUSION**

On July 31, 2007, the Board of Zoning Appeals (the Board) convened to hear an appeal of the Planning and Zoning Commission's approval of a Site Plan for the Uniontown Bible Church. The Board made the following findings and conclusion:

This case concerns 78.84 acres of land zoned "A" Agricultural on the north side of Watson Lane, south of Stem Road. The owner of the property is Uniontown Bible Church (the Church), which is planning to erect a new house of worship on the site. The new church will have seating for 736 persons, and the building will be 31,278 square feet. On April 17, 2007, the Carroll County Planning and Zoning Commission (Planning Commission) approved a site development plan for the proposed church, subject to several conditions of approval. The Appellant, John J. Schuster, Jr. is a neighbor of the proposed church. He filed an appeal of the Planning Commission's grant of approval for the site plan to this Board.

On the date of the hearing, the Appellant presented the Board with a Settlement Agreement between the Appellant and the Church, which was admitted as Exhibit "C" and is appended to this decision and incorporated therein. Certain architectural changes, including a new color scheme for the roof, additional masonry wainscoting around the building, and the elimination of a large flat gable end on the rear of the building were made to the plan under the

terms of the settlement. In addition, the Church agreed that the parking lot at the rear of the building would be constructed during the final phase of the construction project. The Church also agreed to make good faith efforts to minimize exterior lighting on the

**OFFICIAL DECISION**

**C5338**

**Page Two**

access road and parking lot.

Representatives of the Planning Commission did not oppose the changes to the site plan. The Board accepted into evidence a revised artist's rendering of the church (Exhibit A) and the proposed revised site plan (Exhibit B).

Based on the above, the Board found that the proposed amended site plan and the settlement agreement was an appropriate resolution of the matter. In addition, the Board found changes to the plan to be largely aesthetic and beneficial to the neighboring community. Accordingly, the Board found that a modification of the site plan approved by the Planning Commission was appropriate, and the Board approved the Church's revised site plan, as set forth in Exhibit B. All other conditions imposed by the Planning Commission in their approval not inconsistent with this decision were retained and imposed by this Board.

8/23/07  
Date

Jacob M. Yingling  
Jacob M. Yingling, Chairman

**SETTLEMENT AGREEMENT**

This Settlement Agreement made this 31<sup>st</sup> day of July, 2007, by and between **UNIONTOWN BIBLE CHURCH** (Church), and **JOHN J. SCHUSTER Jr.** (Schuster).

WHEREAS, Church has received approval of a Site Plan for the Uniontown Bible Church (County File Number S-05-028) from the Carroll County Planning Commission; and

WHEREAS, Schuster has filed an appeal of the Carroll County Planning Commission's approval of said Site Plan to the Carroll County Board of Zoning Appeals (BZA), with a BZA case number 5338; and

WHEREAS, the parties have discussed the matter and have reached the following Settlement Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises, the receipt and adequacy of which is hereby acknowledged, the Church and Schuster agree as follows:

1. Church agrees to alter or amend its Site Plan to provide for certain architectural changes to the building as shown on the attached architectural renderings



!SS

New Church Facility for  
Uniontown Bible Church prepared  
entitled by Lehman Construction Services, Inc. and attached hereto  
and incorporated herein as Exhibit A.

2. Said architectural changes to generally include the following:

A. Additional masonry wainscoting around the building.

B. A new color scheme for the metal roof and exterior.

C. Certain changes to the rear elevations which eliminate the large flat gable end on the rear of the building.

In addition, the Church has agreed that the parking lot at the rear of the building (located between Schuster's house and other houses and the proposed new church building) will be constructed as a final phase. Instead, the parking lot at the front of the building will be constructed as the first and primary parking lot as shown on Exhibit B attached hereto.

3. The Church will make a good faith attempt to reduce the amount of exterior lighting on the access road and parking lot and agrees to utilize only such lighting as necessary to accommodate church functions and security concerns.



4. Provided that such changes are approved by the BZA, and made part of the approved Site Plan, then Schuster agrees to evidence in writing his assent to such a BZA approval and agrees not to appeal or challenge said BZA Decision. It is the intent and desire of the parties hereto that this Settlement Agreement be incorporated in the Decision of the BZA.

In the event that the BZA does not approve the Site Plan, as amended as described above, then this Agreement will be rendered null and void and the parties reserve their full legal rights.

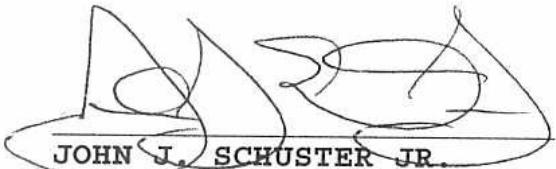
The above constitutes the final and entire agreement between the parties. This Agreement is intended to bind the parties, their respective successors, heirs, personal representatives, and assigns.

Witness the execution hereof by the hands and seals of the parties the day and year first written above.

  
WITNESS

UNIONTOWN BIBLE CHURCH  
 7-31-07  
By:   
Title:

  
WITNESS

 7-31-07  
JOHN J. SCHUSTER JR.