PETITION FOR ZONING RE-CLASSIFICATION AND/OR SPECIAL EXCEPTION

74-265-X

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

I, or we, H.M.H. Construction Co., Inc. legal owner of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition (1) that the zoning status of the herein described property be re-classified, pursuant to the Zoning Law of Baltimore County, from an ..... zone to an ..... zone; for the following reasons:

See attached description

and (2) for a Special Exception, under the said Zoning Law and Zoning Regulations of Baltimore County, to use the herein described property, for Country Club

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of above re-classification and/or Special Exception advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

H.M.H. Construction Co., Inc.

Contract purchaser — Legal Owner

Morris Sugarman Pres.

Address — Address 3809 Clarks Lane, Baltimore, 21215

Petitioner's Attorney — Protestant's Attorney

Address

ORDERED By The Zoning Commissioner of Baltimore County, this 15th day of April, 197 4 that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106 County Office Building in Towson, Baltimore County, on the 20th day of May, 1974 at 1:00 o'clock P.M.

Zoning Commissioner of Baltimore County.

(over)

ORDER RECEIVED FOR FILING

DATE

BY

RE: PETITION FOR SPECIAL EXCEPTION
NW/corner of Old Pimlico Road and Pheasant Cross Drive - 3rd Election District
H. M. H. Construction Company, Incorporated - Petitioner
NO. 74-265-X (Item No. 169)

BEFORE THE ZONING COMMISSIONER OF BALTIMORE COUNTY

::: ::: :::

The Petitioner requests a Special Exception for a Country Club on a parcel of property containing ten acres of land, more or less, located on the northwest corner of Old Pimlico Road and Pheasant Cross Drive, in the Third Election District of Baltimore County.

Without reviewing the evidence in detail but based on all the evidence presented at the hearing, in the judgment of the Zoning Commissioner, the prerequisites of Section 502.1 have been met and the Special Exception for a Country Club should be granted.

At the time of the hearing, Donald N. Rothman, Esquire, on behalf of the Park School of Baltimore, Incorporated, and A. Thomas Beckman, Esquire, on behalf of Diane Beckman, his wife, and himself, testified that they were not opposed to the requested Special Exception, as long as certain restrictions were placed on the use of the property.

As a result thereof, all parties concerned met and entered into an agreement, as set forth in their letter, dated August 30, 1974. The Zoning Commissioner agrees with these restrictions and has herein incorporated and placed said restrictions on the use of the property.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 18th day of September, 1974, that the Special Exception for a Country Club should be and the same is GRANTED, from and after the date of this Order, subject to the restrictions set forth in the letter of agreement, dated August 30, 1974, a copy of which is attached hereto and made a part hereof, said letter of agreement herein known as Zoning Commissioner's Exhibit 1.

Zoning Commissioner of Baltimore County

ORDER RECEIVED FOR FILING

DATE

BY

-2-

September 18, 1974

Mr. Morris Sugarman, President
H. M. H. Construction Company, Inc.
3809 Clarks Lane
Baltimore, Maryland 21215

RE: Petition for Special Exception
NW/corner of Old Pimlico Road and Pheasant Cross Drive
3rd Election District
H. M. H. Construction Company, Inc.
Petitioner
NO. 74-265-X (Item No. 169)

Dear Mr. Sugarman:

I have this date passed my Order in the above referenced matter. Copy of said Order is attached.

Very truly yours,

S. ERIC DI NENNA
Zoning Commissioner

SED/sw

Attachments

cc: Donald N. Rothman, Esquire
1200 Garrett Building
Baltimore, Maryland 21202

A. Thomas Beckman, Esquire
404 One North Charles Street
Baltimore, Maryland 21201

MCA
MCA ENGINEERING CORPORATION
ENGINEERS
SURVEYORS
1020 Cromwell Bridge Road, Baltimore, Maryland 21204 • Tel. (301) 823-0900

DESCRIPTION

10.0000 ACRE PARCEL, NORTH SIDE OF PIMLICO ROAD, WEST SIDE OF PHEASANT CROSS DRIVE, "GREEN GATE", THIRD ELECTION DISTRICT, BALTIMORE COUNTY, MARYLAND.

THIS DESCRIPTION IS FOR SPECIAL EXCEPTION.

Beginning for the same at a point on the west side of Pheasant Cross Drive, 70 feet wide, at the distance of 38 feet, as measured southerly along said west side of Pheasant Cross Drive, from a point opposite the center of Old Willow Road running thence binding on the west side of said Pheasant Cross Drive, (1) S 03° 45' 00" E 328.66 feet, thence along the gusset line connecting said west side of Pheasant Cross Drive with the north side of Pimlico Road, as proposed to be relocated and widened to sixty feet, (2) S 38° 24' 45" W 14.82 feet, thence binding on the north side of said Pimlico Road four courses: (3) S 80° 34' 30" W 493.05 feet, (4) westerly, by a curve to the right with the radius of 1170.00 feet, the distance of 309.03 feet, the chord of said arc being S 88° 08' 30" W 308.13 feet, (5) N 84° 17' 30" W 163.94 feet, and (6) westerly, by a curve to the left with the radius of 730.00 feet, the distance of 223.51 feet, the chord of said arc being S 86° 56' 14" W 222.63 feet, thence along the gusset line connecting said north side

Water Supply ■ Sewerage ■ Drainage ■ Highways ■ Structures ■ Developments ■ Planning ■ Reports

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-2-

MCA
MCA ENGINEERING CORPORATION
ENGINEERS
SURVEYORS

of Pimlico Road, as proposed to be relocated and widened, with the east side of Sugarcone Road, as proposed sixty feet wide, (7) N 58° 36' 00" W 14.48 feet, thence binding on the east and northeast side of said Sugarcone Road, as proposed, two courses: (8) N 14° 58' 27" W 20.52 feet, and (9) northwesterly, by a curve to the left with the radius of 420.00 feet, the distance of 143.42 feet, the chord of said arc being N 24° 45' 24" W 142.72 feet, thence three courses: (10) N 55° 27' 40" E 170.00 feet, (11) N 15° 49' 31" W 102.16 feet, and (12) N 86° 15' 00" E 1135.20 feet to the place of beginning.

Containing 10.0000 acres of land.

RWB:cls — J. O. #163271-H — March 28, 1974

STATE OF MARYLAND — PAUL A. CROSS — No. 4080 — PROFESSIONAL ENGINEER

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO S. Eric DiNenna, Zoning Commissioner — Date May 17, 1974

FROM William D. Fromm, Director of Planning

SUBJECT Petition #74-265-X. Northwest corner of Old Pimlico Road and Pheasant Cross Drive.
Petition for Special Exception for a Country Club.
Petitioner - H.M.H. Construction Company, Inc.

3rd District

HEARING: Monday, May 20, 1974 (1:00 P.M.)

The staff of the Office of Planning and Zoning has reviewed the subject petition and has the following comment to offer.

The granting of this request would not be inconsistent with the 1980 Guideplan, Baltimore County's official master plan.

William D. Fromm
Director of Planning

WDF:NEG:rw

MAY 20 '74 AM

Baltimore County Fire Department

J. Austin Deitz
Chief

Towson, Maryland 21204

823-7310

Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204

Attention: Mr. Jack Dillon, Chairman
Zoning Advisory Committee

Re: Property Owner: H.M.H. Construction Co., Inc.

Location: N/S of Pimlico Rd. W/S of Pheasant Cross Drive

Item No. 169 — Zoning Agenda

Gentlemen:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below marked with an "X" are applicable and required to be corrected or incorporated into the final plans for the property.

( ) 1. Fire hydrants for the referenced property are required and shall be located at intervals of _____ feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Works.
( ) 2. A second means of vehicle access is required for the site.
(XX) 3. The vehicle dead-end condition shown at _____ EXCEEDS the maximum allowed by the Fire Department.
(XXX) 4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operations. On site may be required to satisfy fire flow demands
(XXX) 5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "The Life Safety Code", 1973 Edition prior to occupancy.
( ) 6. Site plans are approved as drawn.
( ) 7. The Fire Prevention Bureau has no comments at this time.

Reviewed: Leroy M. Bredy — Planning Group, Special Inspection Division

Noted and Approved: Paul H. Reincke — Deputy Chief, Fire Prevention Bureau

mls
4/10/73

DHF:hkb:2
5/15/68

THIS AGREEMENT AND DECLARATION OF RESTRICTIONS, made this 16th day of May, 1968, by and between CARI, INC., a Maryland corporation, hereinafter called "Owner", and THE PARK SCHOOL OF BALTIMORE, INC., a Maryland corporation, hereinafter called "Park School".

WITNESSETH:

WHEREAS, Owner holds title to a tract of land containing approximately One Hundred Sixty-four (164) acres lying in Baltimore County, Maryland, with frontage on Greenspring Avenue and Old Pimlico Road, which property is shown on the plat attached hereto as Exhibit A; and described as part of a larger tract in a Deed recorded in Baltimore County in Liber O.T.G. 4791, folio 547; and

WHEREAS, a part of the above mentioned land of Owner lies adjacent to land owned by Park School; and

WHEREAS, Owner proposes to improve its land by residential development pursuant to an Order of the Zoning Commissioner of Baltimore County dated October 4, 1967, and modified May 3, 1968, which Order has heretofore been appealed by Park School; and

WHEREAS, the parties desire to terminate all zoning litigation regarding the property of Owner, and Owner desires hereby to create and establish restrictions binding on its land for the benefit of Park School.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto covenant and agree as follows:

TRANSFER TAX NOT REQUIRED

DHF:hkb:2
5/15/68

1. Park School will, upon execution of this Agreement, dismiss its pending appeal before the Board of Appeals of Baltimore County, No. 68-73-R, and will not take any further appeal in said case.

2. The areas marked "R-40 Control Zone" and "R-40 Control Area" on Exhibit A hereto shall not be developed or used for any purposes other than those authorized under the R-40 Zoning Classification under the Zoning Regulations of Baltimore County in effect on the date hereof, and such areas shall not be subdivided into more than fourteen (14) lots in the aggregate, as permitted by the Zoning Regulations. In addition, the area marked "R-20 Control Zone" on Exhibit A shall not be subdivided into more than thirteen (13) lots, as permitted by the Zoning Regulations.

3. No buildings or other improvements (including paving of land surfaces) shall at any time be built, installed or made on the area designated "Local Open Space A" on Exhibit A hereto, which area Owner shall leave and keep in its natural condition, and Owner shall not alter or interfere with the natural growth in said "Local Open Space A".

4. Within the areas marked "R-40 Control Zone", "R-40 Control Area", and "R-20 Control Zone", on Exhibit A hereto:

(a) no building shall exceed twenty feet (20') in height as measured from the average final grade of the lot on which such building is erected to the ridge line of the roof of such building; and

DHF:hkb:2
5/15/68

(b) no building shall be painted or decorated in pink, blue, green, yellow or bright red colors; and

(c) the color of the trim and exterior sidings of any building shall be only natural tones of black, dark brown, olive, putty and dark green.

5. Prior to the commencement of construction of original improvements on any lot within the areas marked "R-40 Control Zone", "R-40 Control Area", or "R-20 Control Zone", (such lots being hereinafter referred to as the "Control Lots"), the Owner shall deposit the sum of Two Hundred ($200.00) Dollars for each such Control Lot into an account in a bank or savings and loan association designated by Park School, which account shall be subject to the sole order of Park School. The said account shall be designated as a screen landscaping fund for the Control Lots, and funds in said account shall be expended by Owner for the screen landscaping of the Control Lots for the benefit of Park School. The screen landscaping plan for each Control Lot shall be a plan established by mutual agreement of two professional landscapers or landscape architects, one designated by each party hereto, and such plans shall be carried out by Owner in connection with the erection of improvements on each Control Lot. Upon deposit of the said sums for any designated Control Lot, Park School shall execute an agreement in recordable form releasing such Control Lot from the obligations and restrictions of this Paragraph 5. Following the establishment of such a screen landscaping plan for any Control Lot or Lots, and substantial completion of the improvements, and commencement of the screen landscaping on a lot, Park School shall sign withdrawal

DHF:hkb:2
5/15/68

slips releasing the funds for such lot to Owner for use in executing such plan for such Control Lot.

If within one (1) year from the date of deposit of funds as to any Control Lot, no screen landscaping plan shall have been agreed upon, or Owner shall fail to implement the plan for such Lot, then Park School may enter such Lot without liability for trespass, and may carry out the screen landscaping plan for such Lot, if such plan has been established, or if not, then a plan established by the agent of Park School. In doing such work, Park School shall not be required to expend more than Two Hundred ($200.00) Dollars as to any Control Lot.

6. (a) After the date hereof, Owner shall not file any application for a change of zoning classification or for an increase in allowed density on the land of Owner shown on Exhibit A. It is declared to be the intent of the parties that the allowed uses and density under the R-20 Classification of the Zoning Regulations of Baltimore County in force on the date hereof are the ultimate and final uses and density to which the land of Owner shown on Exhibit A will be devoted, with the exception of those areas marked "R-40 Control Zone", "R-40 Control Area", and "Local Open Space A", which the R-40 Classification of the aforementioned Zoning Regulations in force on the date hereof shall govern as to uses and density.

(b) It is agreed and understood that Exhibit A attached hereto is not to be interpreted as a final subdivision plan.

7. The obligations of Owner hereunder shall be continuing, shall be binding upon its successors and assigns, and shall run with the land of Owner shown on the attached plan, Exhibit A.

DHF:hkb:2
5/15/68

8. The covenants and restrictions herein shall inure to the benefit of the property of Park School, and shall be enforceable by the Park School and its successors, and any assigns of the property of Park School, until December 31, 2018; but such covenants and restrictions shall not be enforceable, inter sese, by any purchaser or purchasers of lots on the land of Owner shown on Exhibit A hereto.

IN WITNESS WHEREOF, the parties hereto have subscribed their hands and seals on the day and year first above written.

ATTEST: CARI, INC.

By: Richard F. Aymiano

THE PARK SCHOOL OF BALTIMORE, INC.

By: M. Gordon Wolman, President & Chairman of the Board of Trustees

STATE OF MARYLAND)
CITY OF BALTIMORE) (to wit:

I HEREBY CERTIFY that on this 22nd day of May, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Richard F. Aymiano, the Vice-President of CARI, INC., and acknowledged the foregoing Agreement and Declaration of Restrictions to be the act and deed of said body corporate.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: 7/1/69

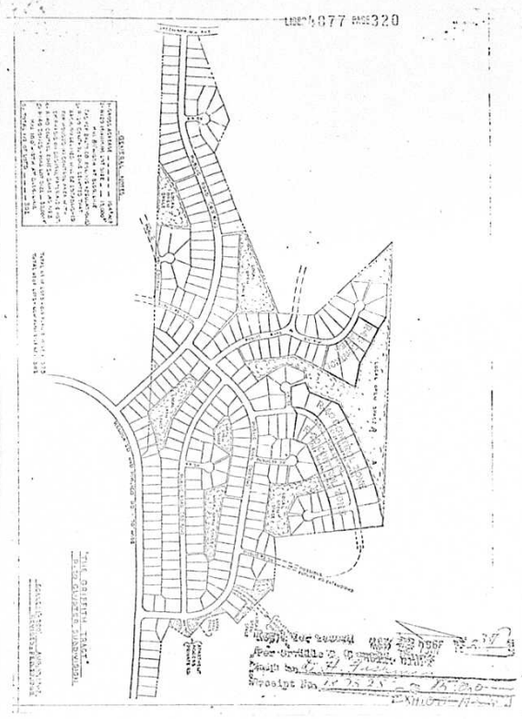
STATE OF MARYLAND)
CITY OF BALTIMORE) (to wit:

I HEREBY CERTIFY that on this 16th day of May, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared M. Gordon Wolman, President & Chairman of the Board of Trustees of THE PARK SCHOOL OF BALTIMORE, INC., and acknowledged the foregoing Agreement and Declaration of Restrictions to be the act and deed of said body corporate.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: 7/1/69



PETITION FOR SPECIAL EXCEPTION

3rd DISTRICT

ZONING: Petition for Special Exception for a Country Club.

LOCATION: Northwest corner of Old Pimlico Road and Pheasant Cross Drive.

DATE & TIME: MONDAY, MAY 20, 1974 at 1:00 P.M.

PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland.

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Special Exception for a Country Club.

All that parcel of land in the Third District of Baltimore County

Being the property of H.N.H. Construction Company, Inc., as shown on plat plan filed with the Zoning Department.

Hearing Date: Monday, May 20, 1974 at 1:00 P.M.
Public Hearing: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Md.

BY ORDER OF
S. ERIC DINENNA
ZONING COMMISSIONER OF
BALTIMORE COUNTY

JAN. 17, 1975

94-165-X

Zoning Commr Exhibit #1

LAW OFFICES

GORDON, FEINBLATT, ROTHMAN, HOFFBERGER & HOLLANDER

GARRETT BUILDING

REDWOOD AND SOUTH STREETS

BALTIMORE, MD. 21202

AREA CODE 301

752-4067

DAVID F. GORDON
MORTON J. HOLLANDER
EUGENE M. FEINBLATT
DONALD N. ROTHMAN
EVAN ALEVIZATOS CHRISS
IRVING SHULBANK
LEWIS A. KANN
EDWARD E. OBSTLER
SAMUEL L. WISE
HARVEY M. LEBOWITZ
ZELIG ROBINSON
DAVID H. FISHMAN
ALLAN J. MALESTER
LAWRENCE S. GREENWALD
JULIAN I. JACOBS
HERBERT GOLDMAN
ROBERT E. SHARKEY
MARC J. LOCHIN

LEROY E. HOFFBERGER, COUNSEL

JOHN CARROLL BYRNES
THOMAS J. DOUD, JR.
LAWRENCE D. COPPEL
NANCY E. PAIGE
CHARLES E. RIENEMANN, JR.
MARC BLUM
DANIEL F. JAFFE
CECILY M. RICHT
FRANCIS MACDOUGALL
HOWARD A. SCHOENFELD
EMANUEL GORSINE

August 30, 1974

SEP 4 '74 AM

ZONING DEPARTMENT

Mr. Eric DiNenna, Zoning Commissioner
Baltimore County Office of Planning & Zoning
Baltimore County Office Building
Towson, Maryland 21204

Dear Sir:

HMH Construction Co., Inc. ("HMH") and Mercantile Country Club ("Mercantile") have applied for a special zoning exception ("SE") to permit the operation of a Country Club on a tract of land which is a portion of the property that is subject to the Agreement of May 16, 1968 between The Park School of Baltimore, Inc. ("Park") and HMH (the "Park Agreement"), recorded in the Land Records of Baltimore County in Liber O.T.G. 4877, Page 314, which is also the property subject to litigation in Case No. 72145 in the Circuit Court for Baltimore County, Maryland. At the hearing on the SE request at the instance of the parties concerned, you indicated you would withhold your decision so that possible objections that Park might have after studying the matter, as well as possible objections from purchasers of lots from HMH in the area (two of whom, A. Thomas Beckman and Diane Beckman, husband and wife, have individually joined in and executed this letter), many of whom are members of Greengate Community Association, an unincorporated association which has taken an interest in the matter, could possibly be resolved.

The parties have met and worked out an agreement among themselves whereby the SE would be granted, provided it is subject to certain conditions, limitations, and restrictions hereinafter set forth. We believe that the plan agreed upon will best serve and protect those in the vicinity who may be affected by the location of the Country Club and by the granting of the SE with respect thereto, as well as to best advance the planning concerns of Baltimore County as a whole, and we, therefore, urge the approval of the plan which is hereinafter set forth. We respectfully request that, well in advance thereof, all of the parties hereto be granted notice of any hearing or of any action about to be taken, in order to be provided ample opportunity to be heard,

and that if the SE can't be or is not to be granted on the basis being hereby proposed, or if the granting thereof on any other basis is being considered, the parties also be advised thereof well in advance of any hearing or action. The following are the conditions, limitations and restrictions agreed upon by the parties:

1. The SE property shall be used for the operation of a private country club only, for members meeting bona fide requirements for membership and guests of such members, consistent with the operation of a private club, and no commercial use by Mercantile or any other person or organization shall be permitted of or on the premises of the SE property. Private affairs of members and occasional outside organizational affairs sponsored by Mercantile members in accordance with past practices are excepted.

2. Consistent with the operation of said private club as aforesaid, no public bar or "off sale package store" for the sale of alcoholic beverages shall be operated or permitted by Mercantile or anyone else on the SE premises, except that the service of alcoholic beverages limited to the aforesaid members and their guests only, shall be permitted.

3. Road and traffic patterns for ingress and egress are to be retained off Pheasant Cross Road as shown on the plat accompanying this application for SE and one additional entrance and exit to the tract shall be permitted off relocated Old Pimlico Road; but no through traffic is to be permitted over the subject property into the Greengate development. A copy of said plat has been dated, initialled by all parties and attached hereto.

4. Neither entering into the instant agreement with respect to the SE, nor refraining from objecting to the granting of the SE, shall be deemed to be or under any circumstances interpreted to be a waiver of any rights of any party under the Park Agreement, or in the aforesaid case now being litigated, or under the "Jules Agreement" referred to in the pleadings in said

case, nor be interpreted as an estoppel against enforcing any rights under either and/or both of said agreements or an estoppel in connection with said case. This specific provision hereof that this agreement shall not constitute any waiver or estoppel with respect to the Park and/or Jules agreements or any provision thereof or with respect to said case or in any matter involving same, either on appeal or in connection with the Motion of Defendants for Citation of Plaintiff for Contempt, etc. in the Circuit Court for Baltimore County, is not in any manner to be construed as an admission that without this provision of this agreement such waiver or estoppel would be present, but it is agreed among the parties that this provision is merely being inserted herein out of an abundance of caution by the parties concerned.

5. Said restrictions and limitations on the SE property shall be binding upon Mercantile only so long as it or any entity owned or controlled by substantially the same membership controlling Mercantile owns said property, and Mercantile is forever prohibited from petitioning for or being granted further exceptions, or the relinquishment of these conditions, limitations and restrictions, without the prior written consent of Park and the Beckmans, their respective successors, assigns and heirs. If said property shall not be sold by HMH to Mercantile, or if it should thereafter be reacquired by HMH, then said restrictions and limitations shall be binding on HMH, its successors and assigns in perpetuity. In any event, with respect to any zoning action to be considered or taken with respect to or affecting the SE property, all of the undersigned parties hereto shall be provided ample notice thereof and afforded opportunity to be heard. This letter agreement may be recorded among the land records at the option and expense of any party hereto desiring to record the same.

6. Donald N. Rothman represents that he is executing this letter agreement on behalf of the Protestant, Park School of Baltimore, Inc., pursuant to its express authority; Harry Adelberg represents that he is executing this letter agreement

on behalf of HMH Construction Co., Inc., pursuant to its express authority; and Eugene Hettleman represents that he is executing this letter agreement on behalf of The Mercantile Club, Inc., pursuant to its express authority.

Thank you for your kind courtesy in this matter. We will look forward to hearing further from you.

Very truly yours,

THE PARK SCHOOL OF BALTIMORE, INC.

By: [signature]
Donald N. Rothman

[signature]
A. Thomas Beckman

[signature]
Diane Beckman

HMH CONSTRUCTION CO., INC.

By: [signature]
Harry Adelberg

THE MERCANTILE CLUB, INC.

By: [signature]
Eugene Hettleman

STATE OF MARYLAND, COUNTY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this day of before me, the subscriber, a Notary Public of the State aforesaid, personally appeared DONALD N. ROTHMAN, and acknowledged the above to be his act.

As Witness my Hand and Notarial Seal.

Notary Public
My Commission Expires ____________

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 23 day of August before me, the subscriber, a Notary Public of the State aforesaid, personally appeared A. THOMAS BECKMAN, and acknowledged the above to be his act.

As Witness my Hand and Notarial Seal.

M. S. WILLIAMS NOTARY PUBLIC BALTIMORE, MD.

M. S. Williams
Notary Public
My Commission Expires 7-1-78

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 23 day of August before me, the subscriber, a Notary Public of the State aforesaid, personally appeared DIANE BECKMAN, and acknowledged the above to be her act.

As Witness my Hand and Notarial Seal.

M. S. WILLIAMS NOTARY PUBLIC BALTIMORE, MD.

M. S. Williams
Notary Public
My Commission Expires 7-1-78

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 22nd day of August, 1974 before me, the subscriber, a Notary Public of the State aforesaid, personally appeared HARRY ADELBERG, and acknowledged the above to be his act.

As Witness my Hand and Notarial Seal.

Sharon Blackmore
Notary Public
My Commission Expires July 1, 1978

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 22 day of August before me, the subscriber, a Notary Public of the State aforesaid, personally appeared EUGENE HETTLEMAN, and acknowledged the above to be his act.

As Witness my Hand and Notarial Seal.

[signature]
Notary Public
My Commission Expires July 1, 1974

BALTIMORE COUNTY ZONING ADVISORY COMMITTEE

COUNTY OFFICE BLDG.
111 W. Chesapeake Ave.
Towson, Maryland 21204

XXXXXXXXXXXXX
Chairman

MEMBERS

BUREAU OF ENGINEERING

DEPARTMENT OF TRAFFIC ENGINEERING

STATE ROADS COMMISSION

BUREAU OF FIRE PREVENTION

HEALTH DEPARTMENT

PROJECT PLANNING

BUILDING DEPARTMENT

INDUSTRIAL DEVELOPMENT

April 30, 1974

Mr. Morris Sugarman, President
H.M.H. Construction Co., Inc.
3809 Clarks Lane
Baltimore, Maryland 21215

RE: Special Exception Petition
Item 169
H.M.H. Construction Co., Inc. - Petitioner

Dear Mr. Sugarman:

The Zoning Advisory Committee has reviewed the plans submitted with the above referenced petition and has made an on site field inspection of the property. The following comments are a result of this review and inspection.

These comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans or problems with regard to the development plans that may have a bearing on this case. The Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the appropriateness of the requested zoning.

The subject property is located at the northwest intersection of Old Pimlico Road and Pheasant Cross Drive, in the 3rd Election District of Baltimore County, and is presently unimproved.

Properties to the rear of the existing site are vacant, as well as the northeast corner of Pheasant Cross Drive and Old Pimlico Road, which lies opposite the site. To the rear of this aforementioned vacant property is the existing Twin Ridge Apartments.

The petitioner requests a Special Exception for a Community Building and proposes to erect a two-story structure as well as a pool and tennis and volley ball courts. Off street parking is

proposed for 280 vehicles.

This petition is accepted for filing on the date of the enclosed filing certificate. Notice of the hearing date and time, which will be held not less than 30, nor more than 90 days after the date on the filing certificate, will be forwarded to you in the near future.

Very truly yours,

James B. Byrnes III

JAMES B. BYRNES, III
Chairman,
Zoning Advisory Committee

JBB:JD

Enclosure

cc: M.C.A. Engineering Corp.
1020 Cromwell Bridge Road
Towson, Md. 21204

BALTIMORE COUNTY, MARYLAND
JEFFERSON BUILDING TOWSON, MARYLAND 21204

DEPARTMENT OF TRAFFIC ENGINEERING

EUGENE J. CLIFFORD, P.E. — DIRECTOR
WM. T. MELZER — DEPUTY TRAFFIC ENGINEER

April 11, 1974

Mr. S. Eric DiNenna
County Office Building
Towson, Maryland 21204

Re: Item 169 - April 9, 1974 - ZAC
Property Owner: H.M.H. Construction Company, Inc.
N/S Pimlico Road and W/S Pheasant Cross Drive
Special Exception for Country Club
District 3

Dear Mr. DiNenna:

The special exception for a country club should not increase the number of trips above those that would be generated by the property zoned D.R. 2 and D.R. 16.

Very truly yours,

C. Richard Moore
Assistant Traffic Engineer

CRM/pk

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF HEALTH

JEFFERSON BUILDING
TOWSON, MARYLAND 21204

DONALD J. ROOP, M.D., M.P.H.
DEPUTY STATE AND COUNTY HEALTH OFFICER

April 17, 1974

Mr. S. Eric DiNenna, Zoning Commissioner
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204

Dear Mr. DiNenna:

Comments on Item 169, Zoning Advisory Committee Meeting April 9, 1974, are as follows:

Property Owner: H.M.H. Construction Co., Inc.
Location: N/S of Pimlico Rd. W/S of Pheasant Cross Dr.
Existing Zoning: D.R.2 and D.R.16
Proposed Zoning: Special Exception for Country Club
No. of Acres: 10 acres
District. 3

Metropolitan water and sewer must be extended to site.

Food Service Comments: Prior to construction, renovation and/or installation of equipment for this food service facility, complete plans and specifications must be submitted to the Division of Food Protection, Baltimore County Department of Health, for review and approval.

Swimming Pool Comments: Prior to approval of a public pool on this site, complete plans and specifications of the pool and bathhouse must be submitted to the Baltimore County Department of Health for review and approval.

If public water and sewers are not available, a plot plan must be submitted showing locations of pool, bathhouse, parking area, water well, sewerage system and method of disposing filter backwash water. Where utilities are available, the locations of same should be shown on plot plan as well as other items listed.

Mr. S. Eric DiNenna — 2 — April 17, 1974

Air Pollution Comments: The building or buildings on this site may be subject to a permit to construct and a permit to operate any and all fuel burning and processing equipment. Additional information may be obtained from the Division of Air Pollution and Industrial Hygiene, Baltimore County Department of Health.

A moratorium was placed on new sewer connections in the Jones Falls Drainage Basin by Dr. Neil Solomon, Secretary of Health and Mental Hygiene, on November 13, 1973; therefore, approval may be withheld for this connection.

Very truly yours,

Thomas H. Devlin, Director
BUREAU OF ENVIRONMENTAL SERVICES

HVB/cas

WILLIAM D. FROMM
DIRECTOR

S. ERIC DINENNA
ZONING COMMISSIONER

April 22, 1974

Mr. S. Eric DiNenna, Zoning Commissioner
Zoning Advisory Committee
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204

Dear Mr. DiNenna:

Comments on Item 169, Zoning Advisory Committee Meeting, April 9, 1974, are as follows:

Property Owner: H.M.H. Construction Co., Inc.
Location: N/S of Pimlico Road W/S of Pheasant Cross Drive
Existing Zoning: D.R.2 and D.R.16
Proposed Zoning: Special Exception for Country Club
No. of Acres: 10 acres
District: 3rd

This office has reviewed the subject site plan and offers the following comments:

The right of way for Old Pimlico is 70 feet as indicated on the tentatively approved plan.

If the petition is granted a new plan must be submitted for subdivision approval.

Very truly yours,

John L. Wimbley
Planning Specialist II
Project and Development Planning Division

BALTIMORE COUNTY OFFICE OF PLANNING AND ZONING
SUITE 301 JEFFERSON BUILDING — 105 WEST CHESAPEAKE AVENUE — TOWSON, MARYLAND 21204
AREA CODE 301 — PLANNING 494-3211 — ZONING 494-3351

BOARD OF EDUCATION OF BALTIMORE COUNTY

TOWSON, MARYLAND - 21204

Date: April 29, 1974

Mr. S. Eric DiNenna
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Z.A.C. Meeting of: April 9, 1974

Re: Item 169
Property Owner: H.M.H. Construction Co, Inc.
Location: N/S of Pimlico Rd., W/S of Pheasant Cross Drive
Present Zoning: D.R. 2 and D.R. 16
Proposed Zoning: Special Exception for Country Club

District: 3rd
No. Acres: 10 acres

Dear Mr. DiNenna:

Would only result in a loss of some 10 elementary, 7 junior high, and 5 senior high pupils.

Very truly yours,

W. Nick Petrovich
Field Representative

WNP/ml

BALTIMORE COUNTY ZONING ADVISORY COMMITTEE

JAMES B. BYRNES, III

Item 169
May 15, 1974

Mr. Morris Sugarman, President
H. M. H. Construction Co., Inc.
3809 Clarks Lane
Baltimore, Maryland 21215

RE: Special Exception Petition
Item 169
H.M.H. Construction Co., Inc. - Petitioner

Dear Mr. Sugarman:

This office is in receipt of revised plans and/or descriptions which reflect the required changes of the participating agency(s) of the Zoning Advisory Committee.

This petition is accepted for filing on the date of the enclosed filing certificate. Notice of the hearing date and time, which will be held not less than 30, nor more than 90 days after the date on the filing certificate, will be forwarded to you in the near future.

Very truly yours,

James B. Byrnes, III
Chairman,
Zoning Advisory Committee

JBB:JD

Enclosure

cc: M.C.A. Engineering Corp.
1020 Cromwell Bridge Road
Towson, Maryland 21204

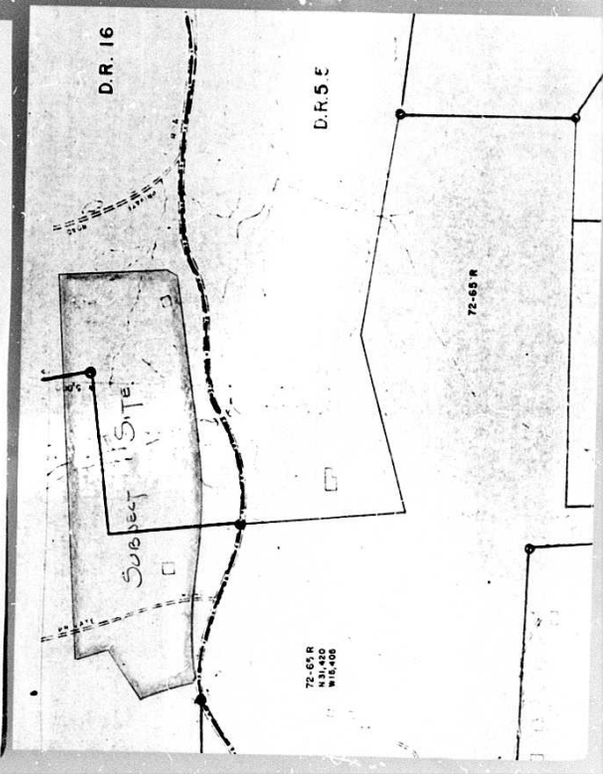
Petition for Special Exception for HMH Construction Company, Inc.
74-265-X

This property shall be used for the operation of a private Country Club only, for a reasonably limited number of members meeting bona fide requirements for membership; and a reasonably limited number of guests of such members, consistent with the operation of a private club, and that no commercial use by Mercantile Country Club or any other person or organization shall be permitted of or on the premises of this property; outside organization affairs sponsored by members are excepted.

That consistent with the operation of said private club as aforesaid, no public bar or liquor or alcoholic spirits serving establishment or "package store" for the sale of alcoholic beverages shall be operated or permitted by Mercantile or anyone else on these premises, except that the service of alcoholic beverages other than package goods, limited to the aforesaid reasonably limited number of members and their reasonably limited number of guests only, shall be permitted.

That existing road and traffic patterns are to be retained off relocated Old Pimlico Road and as shown on the plat filed in these proceedings, and no through traffic is to be permitted over the subject property into the Greengate Development.

NOV 27 '74 PM
ZONING DEPARTMENT



Baltimore County, Maryland
Department Of Public Works
COUNTY OFFICE BUILDING
TOWSON, MARYLAND 21204

Bureau of Engineering
ELLSWORTH N. DIVER, P. E. CHIEF

May 13, 1974

Mr. S. Eric DiNenna
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Item #169 (1973-1974)
Property Owner: H. M. H. Construction Co., Inc.
N/S of Pimlico Rd., W/S of Pheasant Cross Dr.
Existing Zoning: D.R. 2 and D.R. 16
Proposed Zoning: Special Exception for Country Club
No. of Acres: 10 Acres District: 3rd

Dear Mr. DiNenna:

The following comments are furnished in regard to the plat submitted to this office for review by the Zoning Advisory Committee in connection with the subject item.

General:

Formal comments dated May 9, 1973 were furnished the Petitioner, in connection with the Preliminary Plan for "Green Gate Townhouses, Revised", by the Bureau of Public Services. The proposed use of the area which is the subject of this Petition for a Special Exception for Country Club was not presented on the aforesaid Preliminary Plan; it must also be noted that Old Pimlico Road is proposed to be improved as a 50-foot closed-type roadway cross-section on a 70-foot right-of-way, not 40-foot/60-foot as indicated on this submitted plan. This area is tributary to the Jones Falls Sewerage System, subject to State Health Department imposed moratorium restrictions.

A copy of the aforementioned comments (May 9, 1973) is attached for your consideration.

Very truly yours,

Ellsworth N. Diver

ELLSWORTH N. DIVER, P.E.
Chief, Bureau of Engineering

END:EAM:FWR:ss

cc: Paul Koch

O-NE & NW Key Sheets
32 NW 10 & 11 Pos. Sheets
NW 8 C Topo
69 Tax Map

Attachment

Baltimore County Department Of Public Works
COUNTY OFFICE BUILDING
TOWSON, MARYLAND 21204

Bureau of Public Services
GEORGE A. REIER, P.E.
CHIEF

May 9, 1973

M
PK
↑

RECEIVED
MAY 10 1973
DEVELOPERS DESIGN APPROVAL SECTION
BUREAU OF ENGINEERING

H. M. H. Construction Company
3612 Fords Lane
Baltimore, Maryland 21215

Re: Green Gate Townhouses, Revised
District 3

Gentlemen:

This is to advise that the preliminary plan of the subject subdivision has been reviewed and the following comments are furnished for the information and guidance for you and your engineer.

These comments are based on such information as shown on the preliminary plan and are subject to change and/or addition with submission of a more complete plan. They shall not be construed to indicate tentative approval, which is obtained only with the signatures of authorized County officials on the plan itself.

Green Gate subdivision was reviewed by the Baltimore County Joint Subdivision Planning Committee on May 23, 1968. Since that date comments have been prepared and are as follows.

STREET NAMING COMMENTS:

Supply approved names for all private roads and for proposed 80-foot public road.

FIRE PREVENTION COMMENTS:

Fire hydrants for the proposed site are required and shall be in accordance with Baltimore County Standards.

The hydrants shall be located at intervals of 300 feet along an approved road.

BUREAU OF ENGINEERING:

The preliminary plan entitled "Green Gate", Election District #3, dated July 29, 1968 and revised September 16, 1968 but does not date the latest revision, has been reviewed by the Developers Design Approval Section of the Bureau of Engineering, and the following comments are furnished.

Previous comments were written August 23, 1968 and a Public Works Agreement has been executed covering this subdivision. However, part of Section II of the subdivision has been revised to be developed with Townhouses. The following comments cover the area affected by the Townhouses.

Re: Green Gate Townhouses, Revised
District 3

Highway Comments:

Old Pimlico Road is an existing road which in this area is proposed to be improved as a 50-foot curb and gutter street cross-section on a 70-foot right-of-way. Improvements in connection with this subdivision shall consist of curb and gutter and a minimum of 30 feet of paving along the frontage of the site. The Developer's responsibilities shall be as follows with the construction to be accomplished under a County contract.

a. The submission of detailed construction drawings to extend a minimum distance of 200 feet beyond the limits of the subdivision or as may be required to establish line and grade.

b. The submission of cross-sections as deemed necessary for design or construction purposes. The sections are to be taken at 25-foot intervals and are to be shown on standard cross-section paper at 1"=5' horizontal to 1"=5' vertical scale.

c. The preparation of the right-of-way plat for, and the dedication of any widening and slope easements at no cost to the County.

d. The preparation of the right-of-way plats for any offsite road rights-of-way required to make the necessary improvements. Baltimore County will attempt to acquire the right-of-way.

e. The grading of the widening to the proposed cross-section based on the grade of the existing road. Where adjacent properties are adversely affected by the improvements, the Developer shall be financially responsible for the necessary repairs to these properties.

f. The construction of combination curb and gutter in its ultimate location and a maximum of 16½ feet of paving adjacent thereto along the frontage of the property.

g. The relocation of any utilities or poles as required by the road improvements.

The unnamed street running in a north-south direction has been partially improved for the frontage of the Twin Ridge Apartments and known as Pheasant Cross Drive shall ultimately be improved as a 50-foot curb and gutter street cross-section on an 80-foot right-of-way. The Developer's responsibilities shall be as follow with the construction to be accomplished under a County contract:

At a meeting March 15, 1974, it was agreed by J Trimmer, Ed [illegible] that a 70' R/w would be sufficient. Also present were J Klase, P.L. and writer.

PMK
3/15/74

Re: Green Gate Townhouses, Revised
District 3

Highway Comments, Contd:

a. The submission of detailed construction drawings to extend a minimum distance of 200 feet beyond the limits of the subdivision or as may be required to establish line and grade. Construction drawings have previously been prepared for this road and may be used as a guide for this project.

b. The submission of cross-sections as deemed necessary for design or construction purposes. The sections are to be taken at 25-foot intervals and are to be shown on standard cross-section paper at 1"=5' horizontal to 1"=5' vertical scale.

c. The preparation of the right-of-way plat for, and the dedication of any widening and slope easements at no cost to the County.

d. The preparation of the right-of-way plats for any offsite road rights-of-ways required to make the necessary improvements. Baltimore County will attempt to acquire the right-of-way.

e. The grading of the widening to the proposed cross-section based on the grade of the existing road. Where adjacent properties are adversely affected by the improvements, the Developer shall be financially responsible for the necessary repairs to these properties.

f. The construction of combination curb and gutter in its ultimate location and a maximum of 16½ feet of paving adjacent thereto along the frontage of the property.

g. Along the frontage of Lot 21 the Developer shall be responsible for the construction of combination curb and gutter in its ultimate location and a maximum of 13½ feet of paving adjacent thereto along the frontage of the property.

h. The relocation of any utilities or poles as required by the road improvements.

The roads shown as Pheasant Cross Drive and Jolly Court on the submitted plat shall be improved as 24-foot bituminous concrete curbing street cross-sections on 50-foot rights-of-way and shall be the Developer's full responsibility.

The cul-de-sac shall be improved with 40-foot paving radii with combination curb and gutter on a 100-foot diameter right-of-way and shall be the Developer's full responsibility.

Re: Green Gate Townhouses, Revised
District 3

Highway Comments, Contd:

Pheasant Cross Drive, Old Pimlico Road and the unnamed north-south street will extend beyond the limits of the subdivision into an undeveloped area, therefore, the Developer's engineer must submit profile for 500 feet beyond the limits of the subdivision or as far as necessary to establish road grades for these streets within this portion of the subdivision.

The contours on the preliminary plat reveal rather excessive grades. The Developer's engineer is cautioned not to exceed the maximum set by Baltimore County Standards in the establishment of street grades.

The entrance locations are subject to approval by the Department of Traffic Engineering.

Entrances shall be a minimum of 24 feet and a maximum of 30 feet wide, shall have 10-foot minimum radii curb returns, shall be located a minimum of 15 feet from any property line, and shall be constructed in accordance with Baltimore County Standards (Details R-33, R-33A and R-33B, 1971 Edition), as the Developer's total responsibility.

The interior roads of the Townhouse area are considered private and shall be the Developer's full responsibility for construction and maintenance.

The Developer shall be responsible for construction stake-out of all highway improvements required in connection with this site and all stake-outs shall be in accordance with Baltimore County Standards.

It shall be the responsibility of the Developer's engineer to clarify all rights-of-way within the property and to initiate such action that may be necessary to abandon, widen or extend said rights-of-way. The Developer shall be responsible for the submission of all necessary plats and for all costs of acquisition and/or abandonment of these rights-of-way.

Street lights are required for this subdivision in accordance with Bill No. 32-72. The Developer's engineer shall show on the preliminary plan the locations of the light standards. The Developer shall be responsible for the full costs of installation of the cable poles and fixtures.

Sidewalks are required on all public roads adjacent to this site. The walks shall be 5 feet wide and shall be installed to conform with Baltimore County Standards (detail R-20) which places the back edge of the sidewalk 2 feet off the property line.

This plat has been referred to the State Highway Administration for their comments and approval. Their comments, if any, will be forwarded.

Re: Green Gate Townhouses, Revised
District 3

Storm Drain Comments:

In accordance with the drainage policy, the Developer is responsible for the total actual cost of drainage facilities required to carry the storm water runoff through the property to be developed to a suitable outfall. The Developer's cost responsibilities include the acquiring of easements and rights-of-way - both onsite and offsite - including the deeding in fee to the County of the rights-of-way. Preparation of all construction, rights-of-way and easement drawings including engineering and surveys, and payment of all actual construction costs including the County overhead both within and outside the development, are also the responsibilities of the Developer.

Construction drawings are required for offsite drainage facilities and any onsite facilities serving offsite areas. The plans are to be designed in accordance with Baltimore County Standards and Specifications, and the drawings submitted for review and approval by the Baltimore County Bureau of Engineering. Construction is to be accomplished under a County contract and inspection.

Onsite drainage facilities serving only areas within the Townhouse Site do not require construction under a County contract. Such facilities are considered private. Therefore, construction and maintenance shall be the Developer's responsibility. However, a drainage area map, scale 1"=200', including all facilities and drainage areas involved, shall be shown on the required construction plans.

Temporary construction easements of adequate width are necessary adjacent to all offsite rights-of-way or easements where utility construction is planned. They should be indicated on the right-of-way plats and construction drawings.

Building permits shall be withheld until offsite right-of-way and utility construction as required has been cleared and the contract for the utilities is awarded.

The Developer must provide necessary drainage facilities (temporary or permanent) to prevent creating any nuisances or damages to adjacent properties, especially by the concentration of surface waters. Correction of any problem which may result, due to improper grading or improper installation of drainage facilities, would be the full responsibility of the Developer.

The Developer shall provide a minimum 10-foot drainage and utility easement along all bordering property lines which are not adjacent to County rights-of-way or storm drain reservations, unless a similar easement has previously been provided along the property lines of the adjacent subdivision. If an easement less than 10 feet in width has previously been provided along any bordering property line within an adjacent subdivision, an additional easement to provide for a minimum width of 10 feet shall be provided along that property line within this subdivision.

Re: Green Gate Townhouses, Revised
District 3

Storm Drain Comments, Contd:

A grading plan is required for processing construction plans.

The Developer is responsible for the cost of temporary structures and measures required in the event of sectional development.

Sediment Control Comments:

Development of this property through stripping, grading and stabilization could result in a sediment pollution problem, damaging private and public holdings downstream of the property. A grading permit is, therefore, necessary for all grading, including the stripping of top soil.

Drainage studies and sediment control drawings will be necessary to be reviewed and approved prior to the issuance of any grading or building permits.

Water Comments:

Public water is available to serve this property. There are existing mains in Old Pimlico Road and the unnamed road (Pheasant Cross Drive).

Public water shall be provided for the single family lots.

Comments have been received from the Baltimore City Water Division and their comments are as follows:

"Service may be taken from the existing 8-inch main in Pheasant Cross Road.

However, fire flows will be inadequate at the higher elevations of this development until the 12-inch main in Old Pimlico Road (relocated) is installed and the existing 8-inch main in Sugarcone Road is connected to the existing 20-inch Greenspring Avenue main.

All mains within the project not in public road will not be serviced or maintained by the City."

Permission to obtain a metered connection from these existing mains may be obtained from the Department of Permits and Licenses.

The Developer is entirely responsible for the construction, and the cost of the construction and maintenance of his onsite water service system. He is responsible for all accompanying right-of-way acquisition costs.

Re: Green Gate Townhouses, Revised
District 3

Water Comments, Contd:

The individual lots are subject to a Water System Connection Charge based on the size of water meter utilized. This Charge will be in addition to the normal front foot assessment and permit charges. The total Water System Connection Charge is determined, and payable, upon receipt of bids for the utility construction contract.

The determination of System Connection Charges applicable to Townhouse Developments will be predicated on one (1) townhouse representing one (1) dwelling unit and using a 5/8 inch water meter at a cost of $200.00 per dwelling unit. These Charges are payable upon application for the Plumbing Permit.

Sanitary Sewer Comments:

Public sanitary sewerage can be made available to serve this property by constructing a public sanitary sewer extension, approximately 1,700 feet in length, from the existing 8-inch public sanitary sewer in Old Pimlico Road, shown on Drawing #70-186.

The Developer is responsible for any deficit to be incurred by the construction, under County contract and inspection, of the public sanitary sewerage required to serve this property. He is responsible for the preparation and cost of construction drawing and right-of-way plats required. He is further responsible for conveying the required right-of-way to Baltimore County at no cost to the County.

The Developer is entirely responsible for the construction, and the cost of the construction and maintenance, of his onsite private sanitary sewerage, which must conform with the Baltimore County Plumbing Code.

The individual lots are subject to a Sanitary Sewer System Connection Charge based on the size of water meter used. This Charge is in addition to the normal front foot assessment and permit charges. The total Sanitary Sewer System Connection Charge is determined, and payable, upon receipt of bids for the utility construction contract.

The determination of System Connection Charges applicable to Townhouse Developments will be predicated on one (1) townhouse representing one (1) dwelling unit and using a 5/8 inch water meter at a cost of $300.00 per dwelling unit. These Charges are payable upon application for the Plumbing Permit.

The Developer's engineer must not [illegible] the plan the drainage area the subdivision lies within, etc.

H. M. H. Construction Company -8- May 9, 1973

Re: Green Gate Townhouses, Revised
District 3

Sanitary Sewer Comments, Contd:

The Developer is cautioned not to proceed with the development of this property until an answer has been received from the Maryland State Department of Health as this site falls within the Jones Falls Drainage Area. No commitments can be made for connections to the sewer system prior to 1975 and a schedule for connection must be submitted spanning the years 1975 to 1977.

DEPARTMENT OF TRAFFIC ENGINEERING COMMENTS:

The circulation pattern appears to be satisfactory. The parking layout indicates the minimum parking requirements are met. However, should these townhouses be two or three bedroom units for rental or sale, some parking can be anticipated along the drives. Therefore, drives should be 30 feet in width, in areas where parking is not shown on both sides of the driv..

DIVISION OF LAND DEVELOPMENT COMMENTS:

Upon compliance with the foregoing comments, the plan may be submitted for tentative approval.

A Public Works Agreement must be executed by the owner and Baltimore County for the above-mentioned improvements prior to the recording of a record plat.

Very truly yours,

(SIGNED) GILBERT S. BENSON

GSB:PHK:hml

GILBERT S. BENSON, Asst. Chief
Bureau of Public Services

cc: Matz, Childs & Associates
Edward A. McDonough ✓
George H. Fryor, Jr.
William Greenwalt
Walter Gross
Files

74-265-X

File
Zoning Commissioner
Exhibit #1

LAW OFFICES
GORDON, FEINBLATT, ROTHMAN, HOFFBERGER & HOLLANDER
GARRETT BUILDING
REDWOOD AND SOUTH STREETS
BALTIMORE, MD. 21202
AREA CODE 301
752-4067

David P. Gordon
Morton J. Hollander
Eugene M. Feinblatt
Donald N. Rothman
Evan Alevizatos Chriss
Irving Shulbank
Lewis A. Kann
Edward E. Obstler
Sander L. Wise
Marvin M. Lebow
Zelig Robinson
David M. Fishman
Allan J. Malester
Lawrence S. Greenwald
Julian I. Jacobs
Herbert Goldman
Robert E. Sharkey
Marc J. Lipchin

LeRoy E. Hoffberger
Counsel
John Carroll Byrnes
Thomas J. Boyd, Jr.
Lawrence D. Coppel
Nancy E. Paige
Charles E. Herdemann, Jr.
Marc Blum
Daniel P. Jaffe
Cecily M. Suchy
Francis MacDougall
Howard A. Schoenfeld
Emanuel Gorfine

August 30, 1974

SEP 4 '74 AM
ZONING DEPARTMENT

Mr. Eric DiNenna, Zoning Commissioner
Baltimore County Office of Planning & Zoning
Baltimore County Office Building
Towson, Maryland 21204

Dear Sir:

HMH Construction Co., Inc. ("HMH") and Mercantile Country Club ("Mercantile") have applied for a special zoning exception ("SE") to permit the operation of a Country Club on a tract of land which is a portion of the property that is subject to the Agreement of May 16, 1968 between The Park School of Baltimore, Inc. ("Park") and HMH (the "Park Agreement"), recorded in the Land Records of Baltimore County in Liber O.T.G. 4877, Page 314, which is also the property subject to litigation in Case No. 72145 in the Circuit Court for Baltimore County, Maryland. At the hearing on the SE request at the instance of the parties concerned, you indicated you would withhold your decision so that possible objections that Park might have after studying the matter, as well as possible objections from purchasers of lots from HMH in the area (two of whom, A. Thomas Beckman and Diane Beckman, husband and wife, have individually joined in and executed this letter), many of whom are members of Greengate Community Association, an unincorporated association which has taken an interest in the matter, could possibly be resolved.

The parties have met and worked out an agreement among themselves whereby the SE would be granted, provided it is subject to certain conditions, limitations, and restrictions hereinafter set forth. We believe that the plan agreed upon will best serve and protect those in the vicinity who may be affected by the location of the Country Club and by the granting of the SE with respect thereto, as well as to best advance the planning concerns of Baltimore County as a whole, and we, therefore, urge the approval of the plan which is hereinafter set forth. We respectfully request that, well in advance thereof, all of the parties hereto be granted notice of any hearing or of any action about to be taken, in order to be provided ample opportunity to be heard,

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Mr. Eric Di Nenna, Zoning Commissioner
~~June 18, 1974~~ AUG 30 1974
Page Two

and that if the SE can't be or is not to be granted on the basis being hereby proposed, or if the granting thereof on any other basis is being considered, the parties also be advised thereof well in advance of any hearing or action. The following are the conditions, limitations and restrictions agreed upon by the parties:

1. The SE property shall be used for the operation of a private country club only, for members meeting bona fide requirements for membership and guests of such members, consistent with the operation of a private club, and no commercial use by Mercantile or any other person or organization shall be permitted of or on the premises of the SE property. Private affairs of members and occasional outside organizational affairs sponsored by Mercantile members in accordance with past practices are excepted.

2. Consistent with the operation of said private club as aforesaid, no public bar or "off sale package store" for the sale of alcoholic beverages shall be operated or permitted by Mercantile or anyone else on the SE premises, except that the service of alcoholic beverages limited to the aforesaid members and their guests only, shall be permitted.

3. Road and traffic patterns for ingress and egress are to be retained off Pheasant Cross Road as shown on the plat accompanying this application for SE and one additional entrance and exit to the tract shall be permitted off relocated Old Pimlico Road; but no through traffic is to be permitted over the subject property into the Greengate development. A copy of said plat has been dated, initialled by all parties and attached hereto.

4. Neither entering into the instant agreement with respect to the SE, nor refraining from objecting to the granting of the SE, shall be deemed to be or under any circumstances interpreted to be a waiver of any rights of any party under the Park Agreement, or in the aforesaid case now being litigated, or under the "Jules Agreement" referred to in the pleadings in said

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Mr. Eric DiNenna, Zoning Commissioner
~~June 18, 1974~~ AUG 30 1974
Page Three

case, nor be interpreted as an estoppel against enforcing any rights under either and/or both of said agreements or an estoppel in connection with said case. This specific provision hereof that this agreement shall not constitute any waiver or estoppel with respect to the Park and/or Jules agreements or any provision thereof or with respect to said case or in any matter involving same, either on appeal or in connection with the Motion of Defendants for Citation of Plaintiff for Contempt, etc. in the Circuit Court for Baltimore County, is not in any manner to be construed as an admission that without this provision of this agreement such waiver or estoppel would be present, but it is agreed among the parties that this provision is merely being inserted herein out of an abundance of caution by the parties concerned.

5. Said restrictions and limitations on the SE property shall be binding upon Mercantile only so long as it or any entity owned or controlled by substantially the same membership controlling Mercantile owns said property, and Mercantile is forever prohibited from petitioning for or being granted further exceptions, or the relinquishment of these conditions, limitations and restrictions, without the prior written consent of Park and the Beckmans, their respective successors, assigns and heirs. If said property shall not be sold by HMH to Mercantile, or if it should thereafter be reacquired by HMH, then said restrictions and limitations shall be binding on HMH, its successors and assigns in perpetuity. In any event, with respect to any zoning action to be considered or taken with respect to or affecting the SE property, all of the undersigned parties hereto shall be provided ample notice thereof and afforded opportunity to be heard. This letter agreement may be recorded among the land records at the option and expense of any party hereto desiring to record the same.

6. Donald N. Rothman represents that he is executing this letter agreement on behalf of the Protestant, Park School of Baltimore, Inc., pursuant to its express authority; Harry Adelberg represents that he is executing this letter agreement

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Mr. Eric DiNenna, Zoning Commissioner
~~June 18, 1974~~ AUG 30 1974
Page Four

on behalf of HMH Construction Co., Inc., pursuant to its express authority; and Eugene Hettleman represents that he is executing this letter agreement on behalf of The Mercantile Club, Inc., pursuant to its express authority.

Thank you for your kind courtesy in this matter. We will look forward to hearing further from you.

Very truly yours,

THE PARK SCHOOL OF BALTIMORE, INC.

By: Donald N. Rothman
Donald N. Rothman

A. Thomas Beckman

Diane Beckman

HMH CONSTRUCTION CO., INC.

By: Harry Adelberg
Harry Adelberg

THE MERCANTILE CLUB, INC.

By:
Eugene Hettleman

STATE OF MARYLAND, COUNTY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this   day of
before me, the subscriber, a Notary Public of the State aforesaid, personally appeared DONALD N. ROTHMAN, and acknowledged the above to be his act.

As Witness my Hand and Notarial Seal.

Notary Public
My Commission Expires ____________

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 23 day of August before me, the subscriber, a Notary Public of the State aforesaid, personally appeared A. THOMAS BECKMAN, and acknowledged the above to be his act.

As Witness my Hand and Notarial Seal.

M. S. WILLIAMS NOTARY PUBLIC BALTIMORE, MD.

M. S. Williams
Notary Public
My Commission Expires 7-1-78

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 23 day of August before me, the subscriber, a Notary Public of the State aforesaid, personally appeared DIANE BECKMAN, and acknowledged the above to be her act.

As Witness my Hand and Notarial Seal.

M. S. WILLIAMS NOTARY PUBLIC BALTIMORE

M. S. Williams
Notary Public
My Commission Expires 7-1-78

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 22nd day of August, 1974 before me, the subscriber, a Notary Public of the State aforesaid, personally appeared HARRY ADELBERG, and acknowledged the above to be his act.

As Witness my Hand and Notarial Seal.

Sharon Blackmore
Notary Public
My Commission Expires July 1, 1978

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 22 day of August before me, the subscriber, a Notary Public of the State aforesaid, personally appeared EUGENE HETTLEMAN, and acknowledged the above to be his act.

As Witness my Hand and Notarial Seal.

Notary Public
My Commission Expires July 1, 1974

PETITION MAPPING PROGRESS SHEET

FUNCTION	Wall Map date	Wall Map by	Original date	Original by	Duplicate date	Duplicate by	Tracing date	Tracing by	200 Sheet date	200 Sheet by
Descriptions checked and outline plotted on map										
Petition number added to outline										
Denied										
Granted by ZC, BA, CC, CA										

Reviewed by: JEE
Previous case:

Revised Plans:
Change in outline or description ___Yes ___No
Map # ________

PETITION FOR SPECIAL EXCEPTION—2nd DISTRICT

ZONING: Petition for special Exception for a Country Club.
LOCATION: Northwest corner of Old Pimlico Road and Pheasant Cross Drive.
DATE & TIME: Monday, May 20, 1974 at 1:00 P.M.
PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland.

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Special Exception for a Country Club.

All that parcel of land in the Third District of Baltimore County

Beginning for the same at a point on the west side of Pheasant Cross Drive, 70 feet wide, at the distance of 30 feet, as measured easterly along said west side of Pheasant Cross Drive, from a point opposite the center of Old Pimlico Road running thence binding on the east side of said Pheasant Cross Drive, (1) S 43° 45' 00" E 216.66 feet, thence along the gusset line connecting said west side of Pheasant Cross Drive with the north side of Pimlico Road, as proposed to be widened to a width of forty feet, (2) S 33° 24' 00" W 14.22 feet, thence binding on the north side of said Pimlico Road four courses: (3) S 88° 24' 30" W 455.80 feet, (4) westerly, by a curve to the right with the radius of 1170.00 feet, the distance of 302.93 feet, the chord of said arc being S 53° 40' 30" W 304.11 feet, (5) N 64° 17' 30" W 143.94 feet, and (6) westerly, by a curve to the left with the radius of 730.00 feet, the distance of 223.31 feet, the chord of said arc being S 56° 34' 14" W 222.42 feet, thence along the gusset line connecting said north side of Pimlico Road, as proposed to be relocated and widened, with the east side of Sagamore Road, as proposed sixty feet wide, (7) N 45° 50' 02" W 14.45 feet, thence binding on the east and northeast side of said Sagamore Road, as proposed, four courses: (8) N 14° 50' 22" W 55.55 feet, (9) N 43° 50' 22" W 143.77 feet, (10) N 24° 45' 24" W 142.77 feet, thence three courses: (11) N 25° 27' 10" E 174.96 feet, (12) N 14° 49' 21" W 140.14 feet, and (13) N 24° 15' 00" E 1135.20 feet to the place of beginning.

Containing 10.000 acres of land.

Being the property of H.N.H. Construction Company, Inc., as shown on plat plan filed with the Zoning Department.

Hearing Date: Monday, May 20, 1974, at 1:00 P.M.

Public Hearing: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Md.

By Order of
S. ERIC DINENNA
Zoning Commissioner of
Baltimore County

May 2.

CERTIFICATE OF PUBLICATION

TOWSON, MD., May 2, 1974

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., ~~once in each of~~ ~~one time~~ ~~successive weeks~~ before the 20th day of May, 1974, the first publication appearing on the 2nd day of May 1974.

THE JEFFERSONIAN,
L. Frank Stromberg
Manager.

Cost of Advertisement, $

PETITION FOR SPECIAL EXCEPTION

ZONING: Petition for Special Exception for a Country Club.
LOCATION: Northwest corner of Old Pimlico Road and Pheasant Cross Drive.
DATE & TIME: MONDAY, MAY 20, 1974 at 1:00 P.M.
PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland.

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Special Exception for a Country Club.

All that parcel of land in the Third District of Baltimore County

Beginning for the same at a point on the west side of Pheasant Cross Drive, 70 feet wide, at the distance of 30 feet, as measured easterly along said west side of Pheasant Cross Drive, from a point opposite the center of Old Pimlico Road running thence binding on the east side of said Pheasant Cross Drive, (1) S 43° 45' 00" E 216.66 feet, thence along the gusset line connecting said west side of Pheasant Cross Drive with the north side of Pimlico Road, as proposed to be widened to a width of forty feet, (2) S 33° 24' 00" W 14.22 feet, thence binding on the north side of said Pimlico Road four courses: (3) S 88° 24' 30" W 455.80 feet, (4) westerly, by a curve to the right with the radius of 1170.00 feet, the distance of 302.93 feet, the chord of said arc being S 53° 40' 30" W 304.11 feet, (5) N 64° 17' 30" W 143.94 feet, and (6) westerly, by a curve to the left with the radius of 730.00 feet, the distance of 223.31 feet, the chord of said arc being S 56° 34' 14" W 222.42 feet, thence along the gusset line connecting said north side of Pimlico Road, as proposed to be relocated and widened, with the east side of Sagamore Road, as proposed sixty feet wide, (7) N 45° 50' 02" W 14.45 feet, thence binding on the east and northeast side of said Sagamore Road, as proposed, four courses: (8) N 14° 50' 22" W 55.55 feet, (9) N 43° 50' 22" W 143.77 feet, (10) N 24° 45' 24" W 142.77 feet, thence three courses: (11) N 25° 27' 10" E 174.96 feet, (12) N 14° 49' 21" W 140.14 feet, and (13) N 24° 15' 00" E 1135.20 feet to the place of beginning.

Containing 10.000 acres of land.

Being the property of H.N.H. Construction Company, Inc., as shown on plat plan filed with the Zoning Department.

Hearing Date: Monday, May 20, 1974 at 1:00 P.M.

Public Hearing: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Md.

BY ORDER OF
S. ERIC DINENNA
ZONING COMMISSIONER OF
BALTIMORE COUNTY

May 2.

ORIGINAL

OFFICE OF
THE COMMUNITY TIMES

RANDALLSTOWN, MD. 21133 May 6 - 1974

THIS IS TO CERTIFY, that the annexed advertisement of
S. Eric DiNenna
Zoning Commissioner of Baltimore County

was inserted in THE COMMUNITY TIMES, a weekly newspaper published in Baltimore County, Maryland, once a week for one ~~successive~~ week/s before the 6th day of May 1974 that is to say, the same was inserted in the issue/s of May 2 - 1974.

STROMBERG PUBLICATIONS, Inc.

By Ruth Morgan

2-SIGNS 74-265-X

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

District 2nd Date of Posting MAY 5, 1974
Posted for: PETITION FOR SPECIAL EXCEPTION
Petitioner: W.M.H. CONSTRUCTION CO., INC.
Location of property: NW/COR. OF OLD PIMLICO RD. & PHEASANT CROSS DRIVE.
Location of Signs: ① W/S OF PHEASANT CROSS DRIVE 100'±OF - N OF OLD PIMLICO RD. ② N/S OF OLD PIMLICO RD. 180'±OF - W OF PHEASANT CROSS DRIVE
Remarks:
Posted by Thomas E. Stolard (Signature) Date of return: MAY 10, 1974

BALTIMORE COUNTY OFFICE OF PLANNING AND ZONING

County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your Petition has been received* this 10th day of April 1974 1972. Item # .

S. Eric DiNenna
Zoning Commissioner

Petitioner HMH Submitted by Sugarman
Petitioner's Attorney Reviewed by JRB

* This is not to be interpreted as acceptance of the Petition for assignment of a hearing date.

Item 169

Mr. Morris Sugarman, President
H.M.H. Construction Co., Inc.
3809 Clarke Lane
Baltimore, Maryland 21215

BALTIMORE COUNTY OFFICE OF PLANNING AND ZONING

County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your Petition has been received and accepted for filing this 15th day of April 1974.

S. ERIC DINENNA,
Zoning Commissioner

Petitioner H.M.H. Construction Co., Inc.

Petitioner's Attorney Reviewed by
Chairman,
Zoning Advisory Committee

cc: M.C.A. Engineering Corp.
1020 Cromwell Bridge Road
Towson, Maryland 21204

BALTIMORE COUNTY, MARYLAND No. 15018
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

DATE May 20, 1974 ACCOUNT 01-662
AMOUNT $74.75

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

H.M.H. Construction Co., Inc.
3809 Clarke Lane
Baltimore, Md. 21215
Advertising and posting of property 74.75
#74-265-X

BALTIMORE COUNTY, MARYLAND No. 14780
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

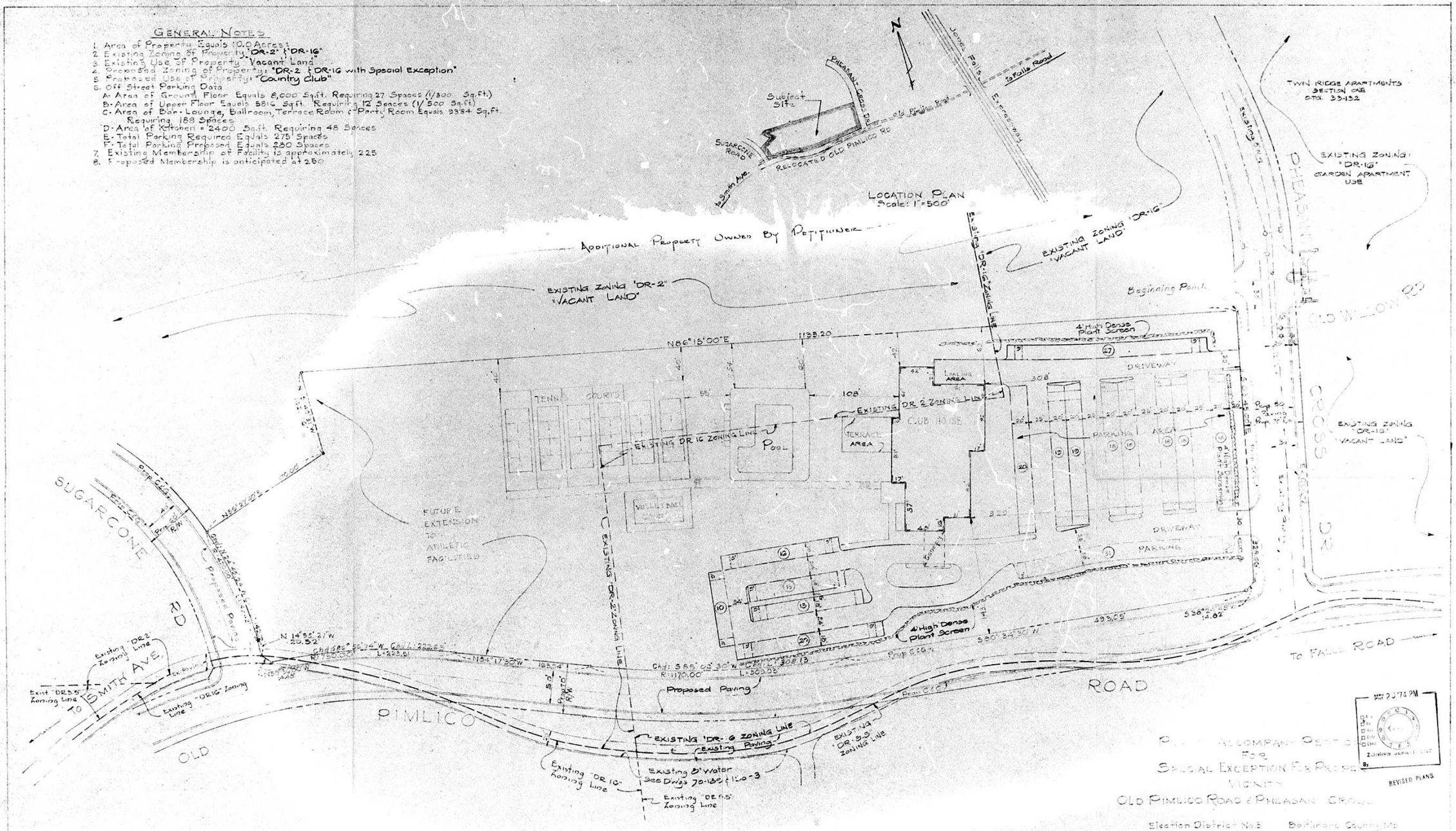
DATE April 30, 1974 ACCOUNT 01-662
AMOUNT $50.00

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

Sylvia Sugarman
5 Narrow Court
Pikesville, Md. 21208
Petition for Special Exception for H.M.H. Constr. Co.
#74-266-X

GENERAL NOTES

1. Area of Property Equals 10.0 Acres±
2. Existing Zoning Of Property: "DR-2" & "DR-16"
3. Existing Use Of Property: "Vacant Land"
4. Proposed Zoning of Property: "DR-2 & DR-16 with Special Exception"
5. Proposed Use of Property: "Country club"
6. Off Street Parking Data
   A. Area of Ground Floor Equals 8,000 Sq.ft. Requiring 27 Spaces (1/300 Sq.Ft.)
   B. Area of Upper Floor Equals 5816 Sq.ft. Requiring 12 Spaces (1/500 Sq.ft.)
   C. Area of Bar-Lounge, Ballroom, Terrace Room & "Party" Room Equals 23384 Sq.ft. Requiring 188 Spaces
   D. Area of Kitchen = 2400 Sq.ft. Requiring 48 Spaces
   E. Total Parking Required Equals 275 Spaces
   F. Total Parking Proposed Equals 280 Spaces
7. Existing Membership of Facility is approximately 225
8. Proposed Membership is anticipated at 280



PLAN ACCOMPANY PETITION
FOR
SPECIAL EXCEPTION FOR PRIVATE CLUB
VICINITY
OLD PIMLICO ROAD & PHEASANT CROSS

Election District No. 3 — Baltimore County, Md.
Scale: 1" = 50' — March 15, 1974
Revised May 14, 1974

M.C.A. Engineering Corp.
1020 Cromwell Bridge Rd.
Towson, Maryland 21204

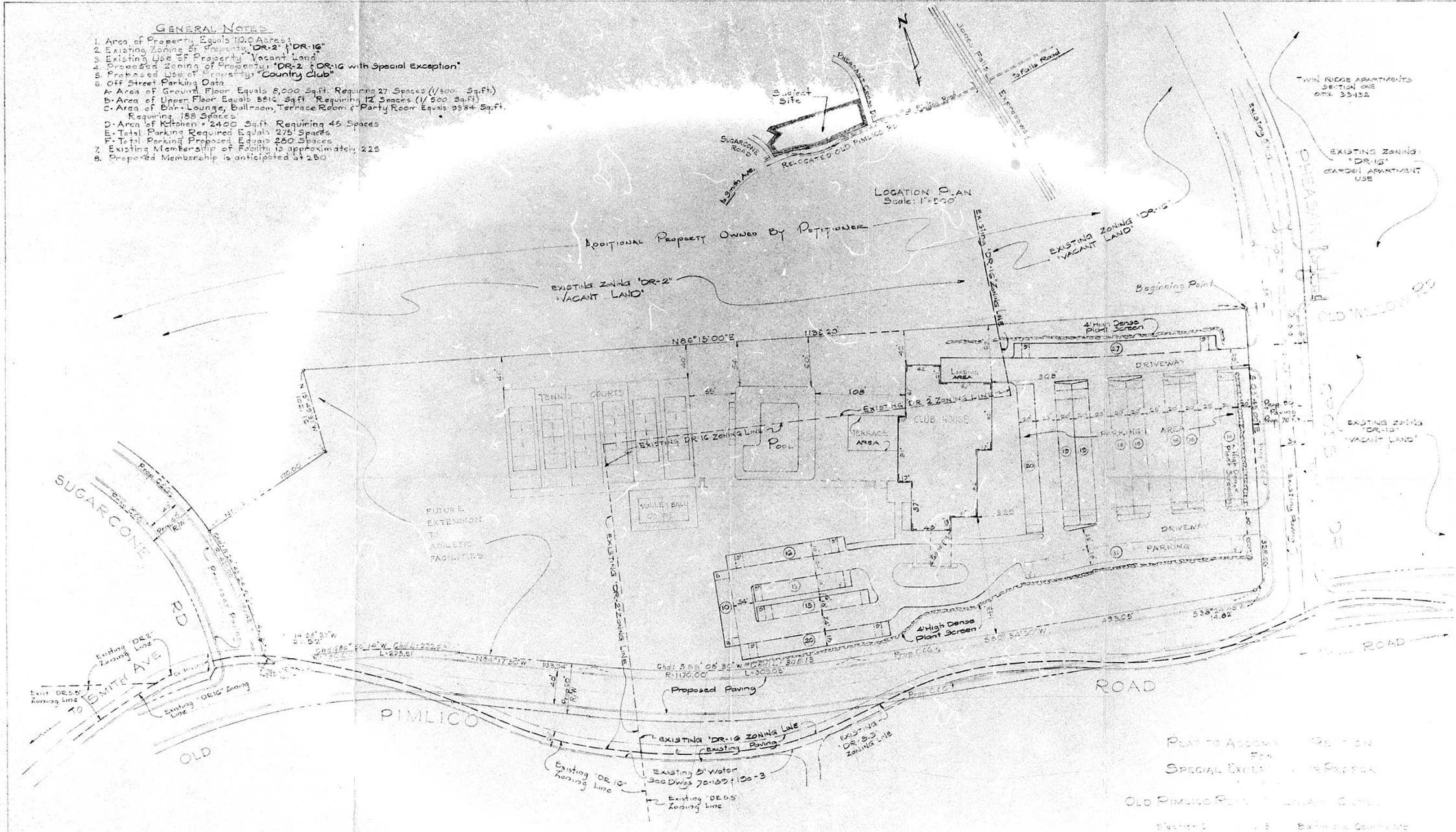
Item #169
X.M.H. Construction Co. Inc.

MICROFILMED

JAN. 17, 1975

GENERAL NOTES

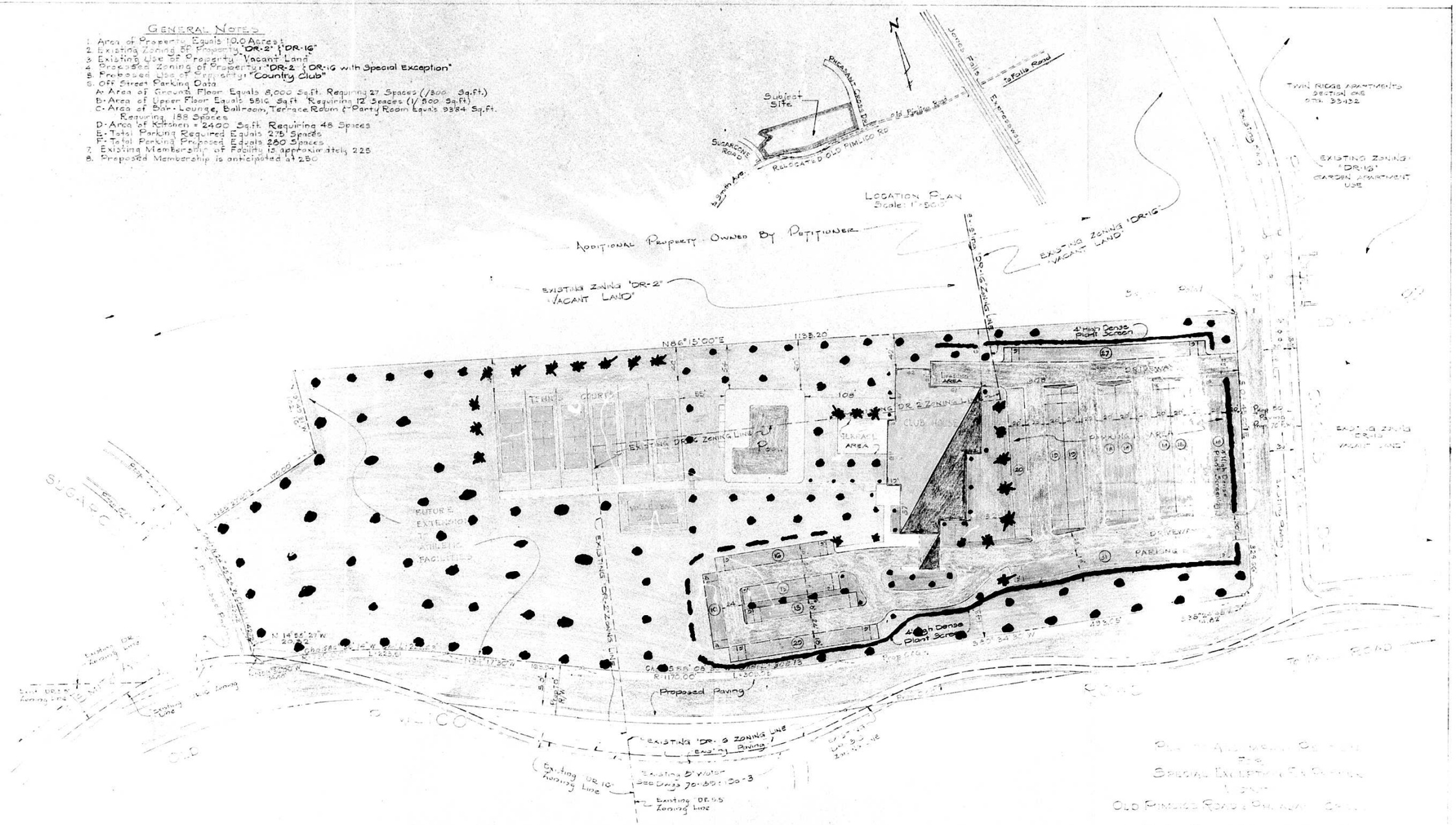
1. Area of Property Equals 19.0 Acres
2. Existing Zoning of Property: "DR-2" & "DR-16"
3. Existing Use of Property: "Vacant Land"
4. Proposed Zoning of Property: "DR-2 & DR-16 with Special Exception"
5. Proposed Use of Property: "Country Club"
6. Off Street Parking Data
   A. Area of Ground Floor Equals 8,000 Sq.ft. Requiring 27 Spaces (1/300 Sq.ft.)
   B. Area of Upper Floor Equals 8816 Sq.ft. Requiring 12 Spaces (1/500 Sq.ft.)
   C. Area of Bar-Lounge, Ballroom, Terrace Room & Party Room Equals 93384 Sq.ft. Requiring 188 Spaces
   D. Area of Kitchen = 2400 Sq.ft. Requiring 48 Spaces
   E. Total Parking Required Equals 275 Spaces
   F. Total Parking Proposed Equals 280 Spaces
7. Existing Membership of Facility is approximately 225
8. Proposed Membership is anticipated at 250



JAN. 17, 1975

General Notes

1. Area of Property Equals 10.0 Acres
2. Existing Zoning of Property "DR-2" & "DR-16"
3. Existing Use of Property Vacant Land
4. Proposed Zoning of Property "DR-2" & "DR-16 with Special Exception"
5. Proposed Use of Property "Country Club"
6. Off Street Parking Data
   A. Area of Ground Floor Equals 8,000 Sq.ft. Requiring 27 Spaces (1/300 Sq.ft.)
   B. Area of Upper Floor Equals 5816 Sq.ft. Requiring 12 Spaces (1/500 Sq.ft.)
   C. Area of Bar-Lounge, Ballroom, Terrace Room & Party Room Equals 9384 Sq.ft. Requiring 188 Spaces
   D. Area of Kitchen = 2400 Sq.ft. Requiring 48 Spaces
   E. Total Parking Required Equals 275 Spaces
   F. Total Parking Proposed Equals 280 Spaces
7. Existing Membership of Facility is approximately 225
8. Proposed Membership is anticipated at 250



Plan Accompanying Petition For Special Exception & Special Zoning Exception

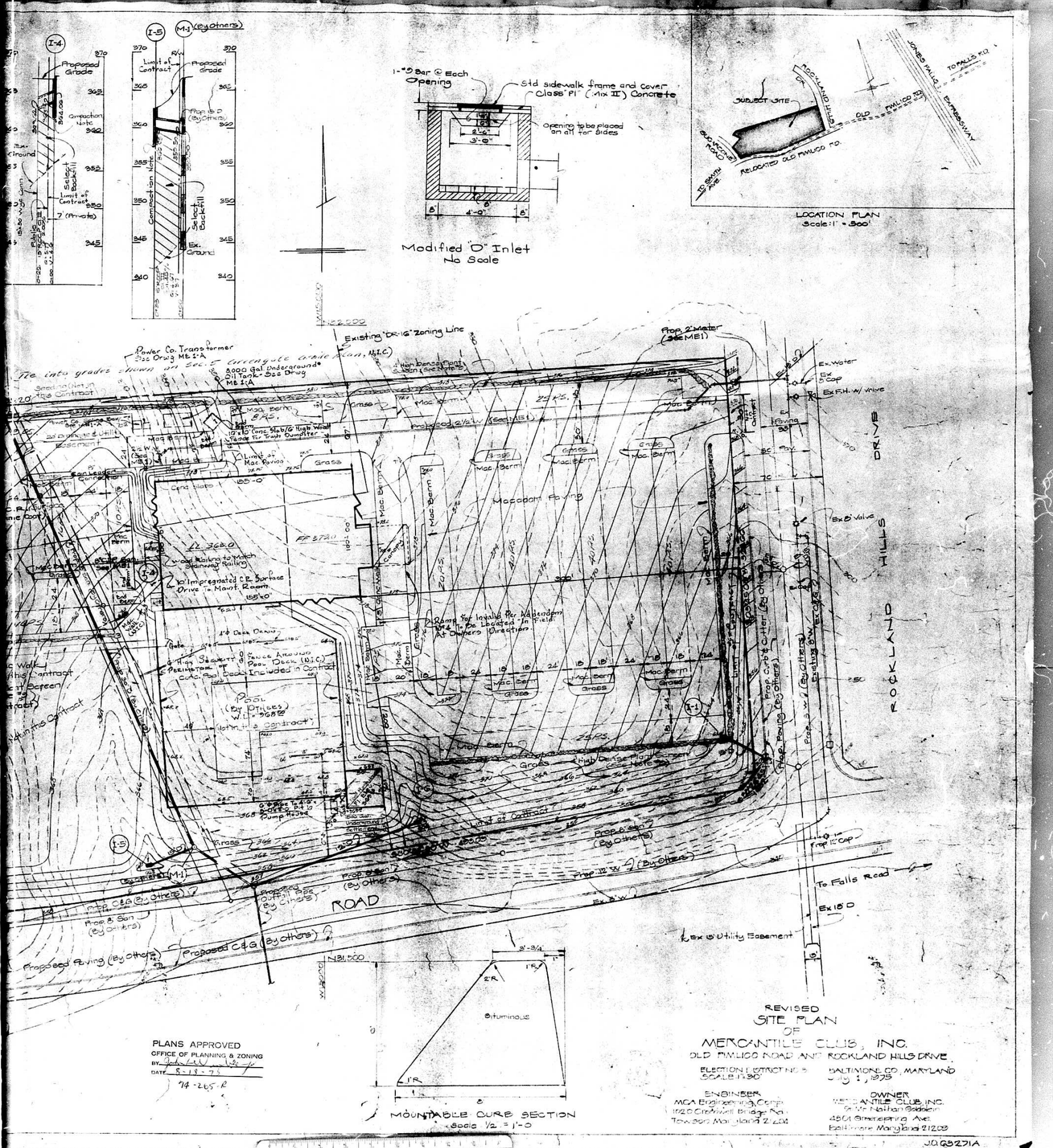
Old Pimlico Road & Pimlico Road

Election District 2nd Baltimore County, Maryland

Scale: 1" = 50' Revised May 14, 1973

M.O.A. Engineering Corp.
1020 Cromwell Bridge Rd.
Towson, Maryland 21204

JAN. 17, 1975


I-4
Proposed Grade
Compaction Note
Select Backfill
Limit of Contract
7' (Private)
I-5
M-1 (By Others)
Limit of Contract
Proposed Grade
Prop 15" D (By Others)
Compaction Note
Select Backfill
Ex. Ground
1-#9 Bar @ Each Opening
Std sidewalk frame and cover
Class "B" (Mix II) Concrete
Opening to be placed on all four sides
Modified "D" Inlet
No Scale
LOCATION PLAN
Scale: 1" = 800'
SUBJECT SITE
ROCKLAND HILLS
OLD FMLICO RD.
RELOCATED OLD FMLICO RD.
OLD WESTON ROAD
TO SMITH AVE.
JONES FALLS EXPRESSWAY
TO FALLS RD.
Existing "DR-16" Zoning Line
Power Co. Transformer
Oil Tank - See Drwg
Macadam Paving
Grass
Mac. Berm
Prop. 2" Water (See ME1)
Ex. Water
Ex. F.H. w/ Valve
Ex. 8" Valve
Wood Railing to Match Stairway Railing
10' Impregnated C.B. Surface Drive To Maint. Room
Ramp for Invalids Per Mr. Bernstein
Pool (By Others)
Prop. Curb & Gutter (By Others)
Prop. Paving (By Others)
Prop. 12" W (By Others)
Prop. 8" San (By Others)
Prop. 12" CAP
Proposed Outfall Pipe (By Others)
Proposed C&G (By Others)
Proposed Paving (By Others)
Ex. 8" W
Ex. 15" D
Ex. 15' Utility Easement
To Falls Road
ROAD
ROCKLAND HILLS DRIVE
Bituminous
MOUNTABLE CURB SECTION
Scale 1/2" = 1'-0"
PLANS APPROVED
OFFICE OF PLANNING & ZONING
DATE 8-18-75
74-265-R
REVISED
SITE PLAN
OF
MERCANTILE CLUB, INC.
OLD FMLICO ROAD AND ROCKLAND HILLS DRIVE
ELECTION DISTRICT NO. 3
SCALE 1" = 30'
BALTIMORE CO., MARYLAND
July 1, 1975
ENGINEER
MCA Engineering Corp.
1020 Cromwell Bridge Rd.
Towson Maryland 21204
OWNER
MERCANTILE CLUB, INC.
Mr. Nathan Goldstein
4501 Greenspring Ave.
Baltimore Maryland 21209
JQ 93271A

Compaction Note (I-4, I-5)
Controlled compaction to 95% of max. density @ optimum moisture content density determination by A.A.S.H.O. Standard T-99

Inlet Schedule

No	Type	Q	Inv Out	Top Elev.
1	Dbl E Comb	13.85	352.76	368.0
2	Dbl Opening	16.36	355.50	365.0
4	3' Comb.	3.77	364.06	367.0
5	Dbl 5' Grate	4.67	360.05	362.5
6	5' Grate	1.23	355.05	360.5

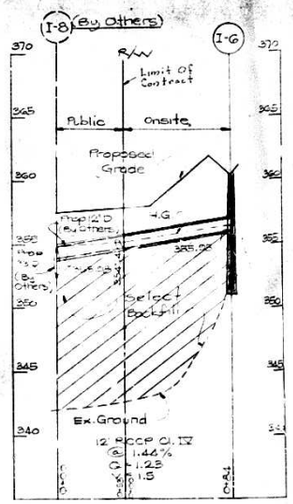
Modified "D" Inlet
No Scale

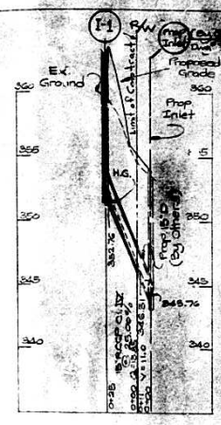
MOUNTABLE CURB SECTION
Scale 1/2" = 1'-0"

PLANS APPROVED
OFFICE OF PLANNING & ZONING
BY
DATE 8-18-75
74-265-R

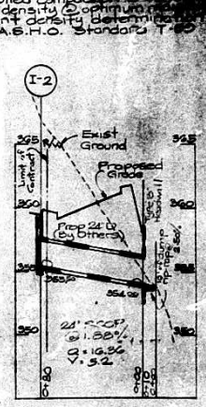
GENERAL NOTES

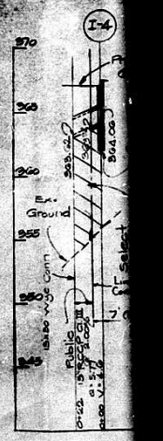
1) Area of property equals _____ 10.00 Acres
2) Existing Zoning of property "DR 2 & DRG with special exception" - See case Nº
3) Existing Use of Property "Vacant Land"
4) Proposed Use of Property "Country Club"
5) Existing Club Membership = _____ 225
6) Proposed Club Membership = _____ 250
7) Off-street Parking Data:
   a) Area of dance floor, kitchen, Lounge, Dining Room & Porch & Snack Bar = 11,303.5 Sq.ft. Requiring 226.07 Spaces (1/50□')
   b) Area of offices, card rooms, storage areas, Lobby on upper floor = 5076.5 Sq.ft. requiring 16.92 Spaces (1/300□')
   c) Area of Lockers, Storage, maintenance & card rooms = _____ 9120 Sq.ft requiring 30.4 Spaces (1/300□')
   d) Total Spaces Required = _____ 273.39
   e) Total Spaces Proposed = _____ 297
8) Macadam Berm shall be used for all paved areas. (See Specifications)
9) Planting Diagram not part of this contract. Planting shall be provided upon completion of parking lot paving
10) For location of light standards for the parking areas & tennis courts see ME1
11) Tennis Court Construction not part of this contract (Except Grading)
12) All areas not covered by building, playing fields, paving & pool shall be Seeded (See Specifications) Not Part of this contract
13) All onsite utilities shall be built in accordance with Baltimore County Standards & Specifications & by an approved utility contractor
14) If on-site "drainage System" is complete prior to construction of Public System, Contractor is to block inlets until such time as the necessary tie-ins are made.





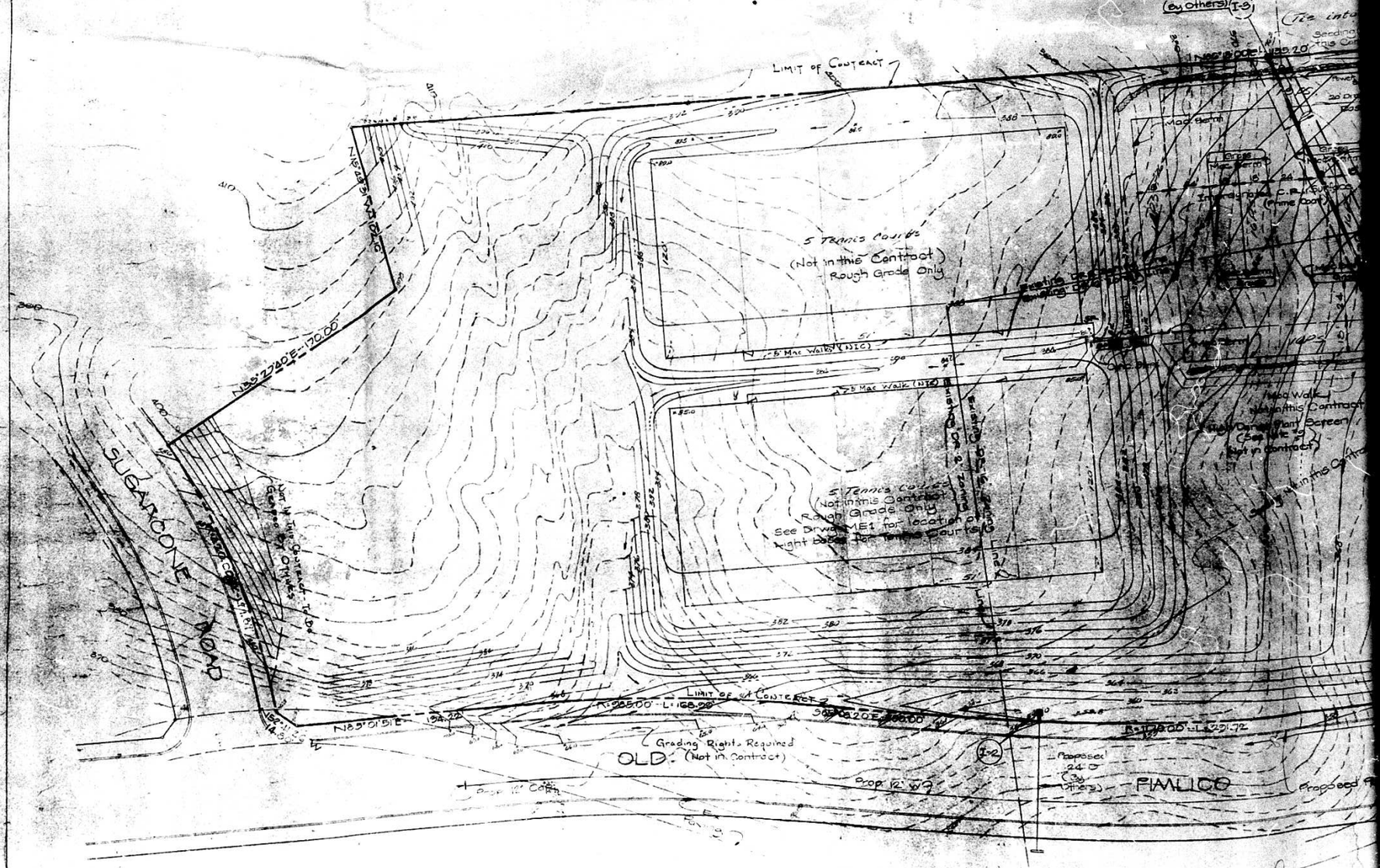
Compaction
Controlled compaction
Max. density & optimum moisture content density determined by A.A.S.H.O. Standard T-180





Inlet Schedule

Nº	Type	Q	Inv Out	Top Elev.
1	Dbl E Comb	13.88	352.76	362.0
2	Dbl E Comb	12.96	355.50	365.0
4	5' Comp.	5.77	364.03	367.0
5	2'x5' Grate	4.67	360.05	362.5
6	5' Grate	1.25	355.95	360.5



74-165-X

Zoning Commissioner Exhibit #1

LAW OFFICES
GORDON, FEINBLATT, ROTHMAN, HOFFBERGER & HOLLANDER
GARRETT BUILDING
REDWOOD AND SOUTH STREETS
BALTIMORE, MD. 21202
AREA CODE 301
752-4967

August 30, 1974

STP 6'74-AM

ZONING DEPARTMENT

Mr. Eric DiNenna, Zoning Commissioner
Baltimore County Office of Planning & Zoning
Baltimore County Office Building
Towson, Maryland 21204

Dear Sir:

HMH Construction Co., Inc. ("HMH") and Mercantile Country Club ("Mercantile") have applied for a special zoning exception ("SE") to permit the operation of a Country Club on a tract of land which is a portion of the property that is subject to the Agreement of May 16, 1968 between The Park School of Baltimore, Inc. ("Park") and HMH (the "Park Agreement"), recorded in the Land Records of Baltimore County in Liber O.T.G. 4877, Page 314, which is also the property subject to litigation in Case No. 72145 in the Circuit Court for Baltimore County, Maryland. At the hearing on the SE request at the instance of the parties concerned, you indicated you would withhold your decision so that possible objections that Park might have after studying the matter, as well as possible objections from purchasers of lots from HMH in the area (two of whom, A. Thomas Beckman and Diane Beckman, husband and wife, have individually joined in and executed this letter), many of whom are members of Greengate Community Association, an unincorporated association which has taken an interest in the matter, could possibly be resolved.

The parties have met and worked out an agreement among themselves whereby the SE would be granted, provided it is subject to certain conditions, limitations, and restrictions hereinafter set forth. We believe that the plan agreed upon will best serve and protect those in the vicinity who may be affected by the location of the Country Club and by the granting of the SE with respect thereto, as well as to best advance the planning concerns of Baltimore County as a whole, and we, therefore, urge the approval of the plan which is hereinafter set forth. We respectfully request that, well in advance thereof, all of the parties hereto be granted notice of any hearing or of any action about to be

Mr. Eric Di Nenna, Zoning Commissioner
~~June 13, 1974~~ AUG 30 1974
Page Two

and that if the SE can't be or is not to be granted on the basis being hereby proposed, or if the granting thereof on any other basis is being considered, the parties also be advised thereof well in advance of any hearing or action. The following are the conditions, limitations and restrictions agreed upon by the parties:

1. The SE property shall be used for the operation of a private country club only, for members meeting bona fide requirements for membership and guests of such members, consistent with the operation of a private club, and no commercial use by Mercantile or any other person or organization shall be permitted of or on the premises of the SE property. Private affairs of members and occasional outside organizational affairs sponsored by Mercantile members in accordance with past practices are excepted.

2. Consistent with the operation of said private club as aforesaid, no public bar or "off sale package store" for the sale of alcoholic beverages shall be operated or permitted by Mercantile or anyone else on the SE premises, except that the service of alcoholic beverages limited to the aforesaid members and their guests only, shall be permitted.

3. Road and traffic patterns for ingress and egress are to be retained off Pheasant Cross Road as shown on the plat accompanying this application for SE and one additional entrance and exit to the tract shall be permitted off relocated Old Pimlico Road; but no through traffic is to be permitted over the subject property into the Greengate development. A copy of said plat has been dated, initialled by all parties and attached hereto.

4. Neither entering into the instant agreement with respect to the SE, nor refraining from objecting to the granting of the SE, shall be deemed to be or under any circumstances interpreted to be a waiver of any rights of any party under the Park Agreement, or in the aforesaid case now being litigated, or under the "Jules Agreement" referred to in the pleadings in said

Mr. Eric DiNenna, Zoning Commissioner
~~June 13, 1974~~ AUG 30 1974
Page Three

case, nor be interpreted as an estoppel against enforcing any rights under either and/or both of said agreements or an estoppel in connection with said case. This specific provision hereof that this agreement shall not constitute any waiver or estoppel with respect to the Park and/or Jules agreements or any provision thereof or with respect to said case or in any matter involving same, either on appeal or in connection with the Motion of Defendants for Citation of Plaintiff for Contempt, etc. in the Circuit Court for Baltimore County, is not in any manner to be construed as an admission that without this provision of this agreement such waiver or estoppel would be present, but it is agreed among the parties that this provision is merely being inserted herein out of an abundance of caution by the parties concerned.

5. Said restrictions and limitations on the SE property shall be binding upon Mercantile only so long as it or any entity owned or controlled by substantially the same membership controlling Mercantile owns said property, and Mercantile is forever prohibited from petitioning for or being granted further exceptions, or the relinquishment of these conditions, limitations and restrictions, without the prior written consent of Park and the Beckmans, their respective successors, assigns and heirs. If said property shall not be sold by HMH to Mercantile, or if it should thereafter be reacquired by HMH, then said restrictions and limitations shall be binding on HMH, its successors and assigns in perpetuity. In any event, with respect to any zoning action to be considered or taken with respect to or affecting the SE property, all of the undersigned parties hereto shall be provided ample notice thereof and afforded opportunity to be heard. This letter agreement may be recorded among the land records at the option and expense of any party hereto desiring to record the same.

6. Donald N. Rothman represents that he is executing this letter agreement on behalf of the Protestant, Park School of Baltimore, Inc., pursuant to its express authority; Harry Adelberg

Mr. Eric DiNenna, Zoning Commissioner
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on behalf of HMH Construction Co., Inc., pursuant to its express authority; and Eugene Hettleman represents that he is executing this letter agreement on behalf of The Mercantile Club, Inc., pursuant to its express authority.

Thank you for your kind courtesy in this matter. We will look forward to hearing further from you.

Very truly yours,

THE PARK SCHOOL OF BALTIMORE, INC.

By: _____
Donald N. Rothman

_____
A. Thomas Beckman

_____
Diane Beckman

HMH CONSTRUCTION CO., INC.

By: _____
Harry Adelberg

THE MERCANTILE CLUB, INC.

By: _____
Eugene Hettleman

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 22nd day of August, 1974 before me, the subscriber, a Notary Public of the State aforesaid, personally appeared HARRY ADELBERG, and acknowledged the above to be his act.

As Witness my Hand and Notarial Seal.

_____
Notary Public
My Commission Expires July 1, 1975

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 22 day of August before me, the subscriber, a Notary Public of the State aforesaid, personally appeared EUGENE HETTLEMAN, and acknowledged the above to be his act.

As Witness my Hand and Notarial Seal.

_____
Notary Public
My Commission Expires July 1, 1974