

PETITION FOR SPECIAL EXCEPTION

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) 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 for a Special Exception under the Zoning Law and Zoning Regulations of Baltimore County, to use the herein described property for House Trailer.

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

I, or we, agree to pay expenses of above 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.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser:
(Type or Print Name)
Signature
Address
City and State

Attorney for Petitioner:
Richard A. McAllister
(Type or Print Name)
Signature
Address
City and State
400 Allegheny Avenue
Towson, Maryland 21204
Attorney's Telephone No.: 823-0237

BY ORDERED By The Zoning Commissioner of Baltimore County, this 7th day of September, 1981, 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 8th day of September, 1981 at 2:00 o'clock P.M.

[Signature]
Zoning Commissioner of Baltimore County.

ECO-1

(over)

BALTIMORE COUNTY
DEPARTMENT OF PUBLIC WORKS
TOWSON, MARYLAND 21204

HARRY J. PISTEL, P.E.
DIRECTOR

August 3, 1981

Mr. William E. Hammond
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Item #1 (1981-1982)
Property Owner: Carol A. Humphrey
N/S Jordan Sawmill Rd. 1766' S/E from centerline Sampson Rd.
Acres: 2.178 District: 7th

Dear Mr. Hammond:

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:

Subdivision of property within Baltimore County is subject to Baltimore County Subdivision Regulations.

Highways:

Jordan Sawmill, Sampson and Downes Roads, existing public roads, are proposed to be improved in the future as 40-foot closed section roadways on 60-foot rights-of-way.

Sediment Control:

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.

Storm Drains:

Provisions for accommodating storm water or drainage have not been indicated on the submitted plan.

In accordance with the drainage policy, the Petitioner is responsible for the total actual cost of drainage facilities required to carry the storm water run-off through the property to be developed to a suitable outfall.

This property is traversed by Third Mine Branch.

Open stream drainage requires a drainage reservation or easement of sufficient width to cover the flood plain of a 100-year design storm. However, a minimum width of 50 feet is required.

PETITION FOR ZONING VARIANCE

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) 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 for a Variance from Section 1A01.3B.3 to permit a setback of 56' from the centerline of the road in lieu of the required 75'.

of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County; for the following reasons: (indicate hardship or practical difficulty)

The trailer was placed on the lot under a Trailer Permit #179 dated November 29, 1977, under the direction of the County Inspector who designated the place for the well and septic system and approved the location of the trailer. Mrs. Humphrey, the Petitioner, is divorced and the trailer is and has been her home and to move it would be difficult and would cause irreparable damage.

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

I, or we, agree to pay expenses of above Variance 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.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser:
(Type or Print Name)
Signature
Address
City and State

Attorney for Petitioner:
Richard A. McAllister
(Type or Print Name)
Signature
Address
City and State
1019 Jordan Saw Mill Road 357-8834
Parkton, Maryland 21120
Name, address and phone number of legal owner, contract purchaser or representative to be contacted
Richard A. McAllister
400 Allegheny Avenue
Towson, Maryland 21204
Attorney's Telephone No.: 823-0237

ORDERED By The Zoning Commissioner of Baltimore County, this _____ day of _____, 19____, 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 _____ day of _____, 19____, at _____ o'clock _____ M.

Zoning Commissioner of Baltimore County

(over)

Item #1 (1981-1982)
Property Owner: Carol A. Humphrey
Page 2
August 3, 1981

Storm Drains: (Cont'd)

The Petitioner 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 Petitioner.

Water and Sanitary Sewer:

Public water supply and sanitary sewerage are not available to serve this property, which is utilizing private onsite facilities. This property is beyond the Baltimore County Metropolitan District and the Urban-Rural Demarcation Line. Baltimore County Water and Sewerage Plans W and S-4B, as amended, indicate "No Planned Service" in this area.

This property is tributary to Loch Raven Reservoir via Third Mine and Fourth Mine Branches to Little Falls and Gunpowder Falls.

Very truly yours,

[Signature]
ROBERT K. MORTON, P.E., Chief
Bureau of Public Services

RAM:EAM:FWR:ss

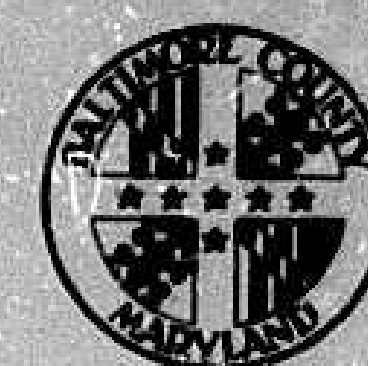
cc: Jack Wimbley

KK-NE Key Sheet
141-143 NW 4-6 Pos. Sheets
NW 36 A & B Topo
7 Tax Map

BALTIMORE COUNTY

ZONING PLANS

ADVISORY COMMITTEE



PETITION AND SITE PLAN

EVALUATION COMMENTS

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

September 2, 1981

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

GO
NORMAN E. GERBER
Chairman

MEMBERS

Bureau of Engineering
Department of Traffic Engineering
State Roads Commission
Bureau of Public Works
Health Department
Planning Department
Building Department
Board of Education
Zoning Administration
Industrial Development

Richard A. McAllister, Esquire
400 Allegheny Avenue
Towson, Maryland 21204

RE: Item #1
Carol A. Humphrey
Variance & Special Exception Petition

Dear Mr. McAllister:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above referenced petition. The following 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 suitability of the requested zoning.

Because of your client's proposal to legalize the existing situation, i.e. a trailer for residential use on 2.17 plus acres, this hearing is required. It is my understanding that the subject property was originally part of a larger tract of land comprising more than 25 acres, and, therefore, the trailer was allowed as a matter of right. However, because the property was subdivided, the existing illegal situation must be corrected.

Enclosed are all comments submitted to this office from the committee members at this time. The remaining members felt that no comment was warranted. This petition was accepted for filing on the date of the enclosed certificate and a hearing scheduled accordingly.

Very truly yours,

[Signature]
NORMAN E. GERBER
Chairman
Zoning Plans Advisory Committee

cc: Don Lynch, Esq., Inc.
4907 Harford Road
Baltimore, Maryland 21144

Enclosures

cc: Don Lynch, Esq., Inc.
4907 Harford Road
Baltimore, Maryland 21144

BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
TOWSON, MARYLAND 21204
494-5211

NORMAN E. GERBER
DIRECTOR

August 3, 1981

Mr. William Hammond, Zoning Commissioner
Zoning Advisory Committee
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204

Dear Mr. Hammond:

Comments on Item #1, Zoning Advisory Committee Meeting, July 7, 1981, are as follows:

Property Owner: Carol A. Humphrey
Location: N/S Jordan's Sawmill Rd, 1766' S/E from centerline Sampson Road
Acres: 2.178
District: 7th

This office has reviewed the subject petition and offers the following comments. These comments are not intended to indicate the appropriateness of the zoning in question, but are to assure that all parties are made aware of plans or problems with regard to development plans that may have a bearing on this petition.

This petition meets the requirements of the Division of Current Planning and Development.

Very truly yours,
[Signature]
John L. Wimbley
Planner III
Current Planning and Development

Baltimore County
Department of Traffic Engineering
TOWSON, MARYLAND 21204
(301) 494-3550

STEPHENE COLLINS
DIRECTOR

August 26, 1981

Mr. William Hammond
Zoning Commissioner
County Office Building
Towson, Maryland

Dear Mr. Hammond:

The Department of Traffic Engineering has no comment regarding

items number 248, 1, 2, 3, 4, 5.

[Signature]
Michael S. Flanagan
Traffic Engineering Associate

HSF/jem

Pursuant to the advertisement, posting of property, and public hearing on the Petition and it appearing that by reason of the requirements of Section 402.1 of the Baltimore County Zoning Regulations

IT IS ORDERED by the Zoning Commissioner of Baltimore County, this _____ day of _____, 19____, that the herein Petition for Special Exception

Pursuant to the advertisement, posting of property, and public hearing on the Petition and it appearing that strict compliance with the Baltimore County Zoning Regulations would/would not result in practical difficulty and unreasonable hardship upon the Petitioner(s) and the granting of the variance(s) requested will/will not adversely affect the health, safety, and general welfare of the community, the variance(s) should /should not be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this _____ day of _____, 19____, that the herein Petition for Variance(s) to permit

BALTIMORE COUNTY
DEPARTMENT OF HEALTH
TOWSON, MARYLAND 21204
DONALD J. ROOP, M.D., M.P.H.
DEPUTY STATE & COUNTY HEALTH OFFICER

August 24, 1981

Mr. William E. Hammond, Zoning Commissioner
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204

Dear Mr. Hammond:

Comments on Item 1. Zoning Advisory Committee Meeting of July 7, 1981, are as follows:

Property Owner: Carol A. Humphrey
Location: N/S Jordan's Sawmill Road 1766' S/E from centerline Sampson Road
Existing Zoning: R.C. 2
Proposed Zoning: Special Exception for house trailer and Variance to permit a setback of 57' from the centerline of the road in lieu of the required 75'.

Acres: 2.178
District: 7th

The existing trailer is served by a water well and sewage disposal system, both of which appear to be functioning properly. Therefore, no health hazards are anticipated.

Very truly yours,

Ian J. Forrest
Director
BUREAU OF ENVIRONMENTAL SERVICES

RHS:mgf

BALTIMORE COUNTY
FIRE DEPARTMENT
TOWSON, MARYLAND 21204
825-7310

PAUL H. REMCKE
CHIEF

Mr. William Hammond
Zoning Commissioner
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204

Attention: Nick Commodori, Chairman
Zoning Plans Advisory Committee

RE: Property Owner: Carol A. Humphrey

Location: N/S Jordan's Sawmill Road 1766' S/E from centerline Sampson Road

Item No.: _____ Zoning Agenda: Meeting of July 7, 1981

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.

() 3. The vehicle dead end condition shown at _____

EXCEEDS the maximum allowed by the Fire Department.

() 4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation.

() 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 "Life Safety Code", 1976 Edition prior to occupancy.

() 6. Site plans are approved, as drawn.

X) 7. The Fire Prevention Bureau has no comments at this time.

REVISOR: _____ Noted and Approved: _____
Planning Group Fire Prevention Bureau
Special Inspection Division

/mb/rf

BALTIMORE COUNTY
DEPARTMENT OF PERMITS & LICENSES
TOWSON, MARYLAND 21204
494-3610

TED FALESI, JR.
DIRECTOR

July 7, 1981

Mr. William E. Hammond, Zoning Commissioner
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204

Dear Mr. Hammond:

Comments on Item 1 Zoning Advisory Committee Meeting, July 7, 1981

are as follows:

Property Owner: Carol A. Humphrey
Location: N/S Jordan's Sawmill Road 1766' S/E from centerline Sampson Road
Existing Zoning: R.C. 2
Proposed Zoning: Special Exception for house trailer and Variance to permit a setback of 57' from the centerline of the road in lieu of the required 75'.
Acres: 2.178
District: 7th

The items checked below are applicable:

X A. All structures shall conform to the Baltimore County Building Code 1978, and other applicable Codes.

X B. A building/mobile home permit shall be required before beginning construction.

C. Residential: Three sets of construction drawings are required to file a permit application. Architect/Engineer seal is/is not required.

D. Commercial: Three sets of construction drawings with a Maryland Registered Architect or Engineer shall be required to file a permit application.

E. In wood frame construction an exterior wall erected within 6' 0" of an adjacent lot line shall be of one hour fire resistive construction, no openings permitted within 3' 0" of lot line. A minimum 5" masonry firewall is required if construction is on the lot line.

F. Requested variance conflicts with the Baltimore County Building Code, Section/s _____

G. A change of occupancy shall be applied for, along with an alteration permit application, and these required set of drawings indicating how the structure will meet the Code requirements for the proposed change. Drawings may require a professional seal.

H. Before this office can comment on the above structure, please have the owner, thru the services of a Registered in Maryland Architect or Engineer certify to this office, that the structure for which a proposed change in use is proposed can comply with the height/area requirements of Table 305 and the required construction classification of Table 214.

X I. Comments If placed on a permanent foundation, mobile homes shall comply with Section 402.1 including tie downs or anchorage.

NOTE: These comments reflect only on the information provided by the drawing submitted to the office of Planning and Zoning and are not intended to be construed as the full extent of any permit. If desired additional information may be obtained by visiting Room #222 (Plans Review) at 111 West Chesapeake Ave., Towson.

Very truly yours,

Charles E. Sumner
Charles E. Sumner, Chief
Plans Review

CEB:rrj

BALTIMORE COUNTY PUBLIC SCHOOLS

Robert Y. Dubel, Superintendent

Towson, Maryland - 21204

Date: July 8, 1981

Mr. William E. Hammond
Zoning Commissioner
Baltimore County Office Building
1111 West Chesapeake Avenue
Towson, Maryland 21204

Z.A.C. Meeting of: July 7, 1981

RE: Item No: 248, 1, 2, 3, 4, 5
Property Owner:
Location:
Present Zoning:
Proposed Zoning:

District:
No. Acres:

Dear Mr. Hammond:

All of the above have no bearing on student population.

Very truly yours,

W. Nick Petrovich, Assistant
Department of Planning

XNP/bp

RE: PETITION FOR SPECIAL EXCEPTION : BEFORE THE ZONING COMMISSIONER
W/S of Jordan Sawmill Rd., 1,766' :
SE of Sampson Rd., 7th District : OF BALTIMORE COUNTY
CAROL A. HUMPHREY, Petitioner : Case No. 82-57-XA

ORDER TO ENTER APPEARANCE

Mr. Commissioner:

Pursuant to the authority contained in Section 524.1 of the Baltimore County Charter, I hereby enter my appearance in this proceeding. You are requested to notify me of any hearing date or dates which may be now or hereafter designated therefore, and of the passage of any preliminary or final Order in connection therewith.

Peter Max Zimmerman
Deputy People's Counsel

John W. Hession, III
People's Counsel for Baltimore County
Rm. 223, Court House
Towson, Maryland 21204
494-2188

I HEREBY CERTIFY that on this 19th day of August, 1981, a copy of the foregoing Order was mailed to Richard A. McAllister, Esquire, 400 Allegheny Avenue, Towson, Maryland 21204, Attorney for Petitioner.

John W. Hession, III

RE: PETITIONS FOR SPECIAL EXCEPTION: BEFORE THE
AND VARIANCE :
W/S of Jordan's Sawmill Road, 1,776' : ZONING COMMISSIONER
SE of Sampson Road - 7th Election :
District : OF
Carol A. Humphrey - Petitioner :
NO. 82-57-XA (Item No. 1) : BALTIMORE COUNTY

*** **

This matter comes before the Zoning Commissioner as the result of a Petition for Special Exception for a house trailer to be located on the subject property and, additionally, a Petition for Variance to permit a setback of 56 feet from the centerline of the road in lieu of the required 75 feet. A review of the site plan prepared by Don Lynch Associates, Inc., dated June 22, 1981, and marked Petitioner's Exhibit 6, discloses that the subject property is located on the west side of Jordan's Sawmill Road, contains 2.178 acres of land, and is zoned R.C.2 (Resource Conservation-agriculture).

Robert W. Humphrey, ex-husband of Carol A. Humphrey, petitioner, testified that they entered into a Voluntary Separation Agreement (Petitioner's Exhibit 1b) on January 15, 1976, which states in Paragraph 11 that the petitioner is to have "...the right of, possession, use, and enjoyment, with improvements of the real property on Jordan Saw Mill Road Parkton, Maryland, until [their minor son] graduates from high school or until July 1, 1980, whichever occurs first." The parties entered into another agreement (Petitioner's Exhibit 2a) on April 12, 1977, in which Paragraph 11 was modified to provide 2.178 acres from the total tract of 33 acres of land, more or less, to be conveyed to the petitioner to locate a house trailer. Accordingly, the Decree (Petitioner's Exhibit 3), dated September 28, 1977, incorporated the agreements of January 15, 1976 and April 12, 1977 (Petitioner's Exhibits 2a and 2b) as part of the decree as if fully set forth therein. On May 1, 1977, Mr. Humphrey granted and conveyed the agreed parcel by deed, which is recorded among the Land Records of Baltimore County in Liber E.H.K., Jr., No. 5950, folio 722 (Petitioner's Exhibit 4). On June 28, 1977, Mr. Humphrey,

UNDER RECEIVED FOR FILING

DATE May 11, 1982 BY [Signature]

owner and occupant, applied for a permit for a residential trailer to be located on the 33 acres with private water and sewer. Pursuant to information contained on the application, Permit No. 179 was issued on November 29, 1977, for residential use—extended occupancy and was to expire on December 31, 1978 (Petitioner's Exhibit 1). There was no testimony offered to indicate any permits or renewals issued thereafter.

Mrs. Humphrey testified that she moved into the trailer, located on the 2.178-acre tract, on April 26, 1978, and has lived there since that date. She stated that the trailer is 67 feet long and 14 feet wide, is served by private water and sewer, and is approximately 56 feet from Jordan's Sawmill Road. She also testified that she did not know she was in violation of the Baltimore County Zoning Regulations and that her trailer was purchased and located in keeping with the separation agreement. Additionally, she stated that the trailer would not violate the provisions of Section 502.1 of the zoning regulations.

Under Section 1A01.2.B.6, trailers are allowed as of right, provided they are used or stored in accordance with Sections 415.1.b, c, e, or f, 415.2.a.(1), or 415.3.c.(1), as applicable, and Section 1A01.2.B.7.i as tenant houses. In addition, Section 1A01.2.C.21 permits trailers by way of a special exception as provided in Section 415.1.d. Section 415.1.b and c sets forth the requirement that a site must contain 25 acres or more; Section 415.1.e states that if a site does not comply with the type or size required by Section 415.1.b and c, a trailer is permitted if used as a residence prior to October 26, 1964, subject, however, to Section 415.3.b, which requires the owner to apply for a permit, as required by Section 415.4, within 90 days after the adoption of amended Section 415; and Section 415.1.f allows a non-paying guest of the land owner to use the trailer for not more than 90 days in any calendar year. Section 415.2.a.(1) provides for business or industrial use of trailers and Section 415.3.c.(1) establishes location requirements for

LIBER 5950 PAGE 722

PETITIONER'S EXHIBIT 4

DEED

THIS DEED, made this 1st day of May, 1977, by and between ROBERT W. HUMPHREY, party of the First part, and CAROL A. HUMPHREY, party of the Second part.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, the said ROBERT W. HUMPHREY does hereby grant and convey unto the said CAROL A. HUMPHREY, her heirs and assigns, in fee simple, all that lot or parcel of ground situate, lying and being in the Seventh Election District of Baltimore County, Maryland, and being further described as follows, that is to say:

BEGINNING for the same at a stone found, said point of beginning being the beginning point in the deed from Lawrence J. Simpson to Robert W. Humphrey and Carol A. Humphrey, his wife, dated the 2nd day of September, 1967, and recorded among the Land Records of Baltimore County, in Liber 4799, page 703, and running thence on the first line of said deed.

1. North 29 degrees 16 minutes 17 seconds West 647.41 feet to a fence post and running thence;
 2. North 87 degrees 04 minutes 46 seconds West 122.82 feet to a pipe now set and running thence for the new line of division;
 3. North 19 degrees 16 minutes 32 seconds East 357.04 feet to a pipe not set and running thence;
 4. South 22 degrees 28 minutes 06 seconds East 903.91 feet to a stone found and running thence;
 5. South 18 degrees 20 minutes 31 seconds West 76.63 feet to the place of beginning; CONTAINING 2.178 acres more or less.
- BEING a part of that same parcel of land which by deed,

trailers and specifically precludes residential occupancy. Section 415.1.d provides for residential use of trailers "On a tract of from one to 25 acres, outside the Metropolitan District of Baltimore County, in those zones where permitted as a Special Exception." In this regard, the comments of the Department of Public Works, dated August 3, 1981, indicate the subject site "...is beyond the Baltimore County Metropolitan District and the Urban-Rural Demarcation Line."

This review clearly discloses that the only regulation available in support of the trailer being located on the subject site is Section 415.1.d. In this respect, the R.C.2 Zone requires the filing of a special exception, which should have been done before locating the trailer on the subject property. To conclude that this obvious violation of the zoning regulations should be the deciding factor and grounds upon which to deny the petition would be an unfair conclusion and one which would attribute the fault to the petitioner. In reality, the fault should be attributed to Mr. Humphrey, who knew he had already conveyed 2.178 acres to his wife when he filed for the trailer permit and, therefore, that the permit application incorrectly showed the tract to be 33 acres. I am convinced this was not just an oversight since Mr. Humphrey was then able to possess the house occupied by Mrs. Humphrey under the terms of the amended Agreement (Petitioner's Exhibit 2a).

Since the legislative intent obviously contemplated circumstances in which trailers could be used for residential purposes on less than 25 acres, as set forth in Section 415.1.d, and contemplated such as being acceptable in R.C.2 Zones, as set forth in Section 1A01.2.B.7.e, the location of the trailer on the subject site since April 26, 1978 should be legitimized by granting the requested special exception. In addition thereto, no one appeared at the hearing in opposition to the petition.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 7th day of May, 1982, that the Petition for Special Exception

LIBER 5950 PAGE 723

dated May 27, 1977, and recorded among the Land Records of Baltimore County in Liber 5757, page 397, was granted and conveyed by Robert W. Humphrey and Carol A. Humphrey to Robert W. Humphrey.

TOGETHER with the buildings and improvements thereupon erected, any or being and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD, that said lot or parcel of land and premises hereby granted and conveyed, together with the rights, privileges, appurtenances and advantages thereunto belonging or appertaining unto the said CAROL A. HUMPHREY, her heirs and assigns, subject to any easements now in effect on the said property.

AND, the said party of the First part hereby covenants that he has not done or suffered to be done any act, matter, or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property granted and he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of the said grantor, party of the First Part.

Robert A. Diem
Robert W. HUMPHREY (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 1st day of May, 1977, before me, the undersigned Notary Public personally appeared ROBERT W. HUMPHREY, known to me to be the person whose name is subscribed to the within instrument, and he made oath in due form of law that the matters and facts set forth herein are true and correct.

My Commission Expires: 7/1/78
Notary Public
Mary Ann Dean
Clerk
Mail to: Turner & Dean
Receipt No. 8.00

for a house trailer to be located on the subject 2.178-acre site and, additionally, the Petition for Variance to permit a setback of feet from the centerline of the road in lieu of the required 75 feet, for the expressed purpose of allowing the petitioner's trailer to remain in its present location, in accordance with Petitioner's Exhibit 6, are hereby GRANTED, from and after the date of this Order, subject, however, to the following restrictions:

1. Compliance with the subdivision regulations as determined by the Office of Planning and Zoning.
2. At such time as the petitioner no longer resides in the trailer, the special exception shall terminate and the use of the subject site shall be in conformity with the current zoning regulations applicable to the site.
3. Approval of the aforementioned site plan by the Department of Public Works and the Office of Planning and Zoning.

Zoning Commissioner of Baltimore County

PETITIONER'S EXHIBIT 22

SEPARATION, CUSTODY AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT Made this 15th day of January 1976, by and between ROBERT WILSON HUMPHREY, residing in Parkton, Maryland, hereinafter called and referred to as "Husband" and CAROL ANN HUMPHREY, residing in Parkton, Maryland, hereinafter called and referred to as "Wife".

WITNESSETH:

WHEREAS, the parties hereto were married on July 8, 1961, in Manchester, New Hampshire, and as a result of their marriage, there were two children born to wit: EDWARD LAWRENCE HUMPHREY, born May 21, 1962, and RONALD WILSON HUMPHREY, born October 10, 1965. Said minor child, RONALD WILSON HUMPHREY, became deceased on November 18, 1968.

WHEREAS, in consequence of disputes and unhappy differences which have arisen between the parties hereto, said parties have voluntarily and mutually agreed to live separate and apart, and are now and since the 1st day of January, 1976, have been living separate and apart, and,

WHEREAS, the parties being irreconcilably estranged and there being no probability of a reconciliation between them, it is their desire to effect a full, final and complete settlement of their respective property rights.

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertaking herein contained, and other good and valuable considerations, receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The parties may and shall at all times hereafter live and continue to live separate and apart. Each shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were sole and unmarried. Each may reside at such place or places as he or she may select. Each

Decree of Divorce

Case No. 91532 Equity

CAROL ANN HUMPHREY

Vs.

ROBERT W. HUMPHREY

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND

This cause stands ready for hearing and being submitted by the plaintiff, the proceedings were read and considered by the Court. Whereupon it is this 28th day of Sept.

Nineteen Hundred and seventy-seven by the undersigned, one of the Judges of the Circuit Court for Baltimore County, sitting in Equity, and by authority of this Court adjudged, ordered and decreed that the above Plaintiff, Carol Ann Humphrey,

be and she is hereby divorced "A VINCULO MATRIMONII" from the defendant, the said Robert W. Humphrey; and It is further ADJUDGED, ORDERED and DECREED that the guardianship and custody of Edward Lawrence Humphrey, minor child of the parties hereto, be and it is hereby awarded unto the Complainant, Carol Ann Humphrey, with the right to the child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and It is further ADJUDGED, ORDERED and DECREED that the Defendant, Robert W. Humphrey, pay directly unto the Complainant, Carol Ann Humphrey, towards the support of said minor child the sum of \$20.00 per week; subject to the further Orders of this Court; and It is further ADJUDGED, ORDERED and DECREED that the Complainant, Carol Ann Humphrey, be and she is hereby denied alimony by reason of her express waiver thereof; and It is further ADJUDGED, ORDERED and DECREED that the pertinent terms of the agreement by and between the parties hereto dated January 15, 1976, as modified by amendment thereto dated April 12, 1977, and filed in this cause of action, be and they are hereby approved and made a part hereto as if fully set forth herein;

And it is Further Adjudged, Ordered and Decreed, that the Defendant, Robert W. Humphrey, pay the cost of these proceedings.

Wm. R. Bullock, Jr.
Judge

Approved for Decree on August 1977
MASTER

PETITIONER'S EXHIBIT 3

Costs paid, per R.R.

SEP 13 1977

may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession or employment which to him or to her may seem advisable.

2. The parties shall not annoy, molest or otherwise interfere with each other nor shall either of them compel or attempt to compel the other to cohabitate with him or her by any means whatsoever.

3. The parties hereto have divided the furniture, household furnishings and all articles of personal property, personal clothing and adornments, and accessories, to their mutual satisfaction. All household furniture now located in their home on Jordan Saw Mill Road, Parkton, Maryland, is the sole and undivided property of the Wife. All farm machinery, equipment and supplies, tools and farm animals, boats, boat trailers, and lawn and garden equipment now located at their jointly held property on Jordan Saw Mill Road, Parkton, Maryland, is the sole property of the Husband and will remain at the aforesaid property at the husband's discretion and further, the Wife agrees that the Husband may enter the property to do any manner or thing to the aforesaid property. Henceforth, each of the parties shall own, have and enjoy independently of any claim or right of the other party, all items of personal property of every kind, nature and description and whatsoever situate, which are now owned or held by him or her, with full rights to him or to her to dispose of the same, as fully and effectually in all respects and for all purposes, as if he or she were unmarried. Further, the parties agree that the 1968 Oldsmobile and the 1975 Ford Van shall be the sole and separate property of the Husband, providing that the Husband shall assume and pay in full any outstanding balance due on any note or lien with respect to said vehicles, and each party covenants further that he or she will execute and all documents to give

effect to this paragraph.

5. The parties agree that the 1965 Oldsmobile, now in the name of Robert Wilson Humphrey, shall be the sole and separate property of the Wife, providing that the Husband shall assume and pay in full any outstanding balance due on or any note or lien with respect to said vehicle and each party covenants further that he or she will execute any and all documents to give effect to this paragraph.

6. The parties hereby agree that the Husband will assume and accept the liability to pay in full the insurance premium on the 1965 Oldsmobile until the vehicle is licensed in another state or until a divorce decree has been granted.

7. The parties hereby agree that it is in the best interest of the child that the Wife shall have the care, custody and control of the parties' minor child subject to the Husband's right to visitation, said visitation being at the Wife's discretion. Further, it is agreed between the parties, that the minor child, EDWARD LAWRENCE HUMPHREY, has the discretion to decide whether he will live with his mother or his father, and the parties will agree to said minor child's decision. That the minor child, has decided, at this time, to remain with his mother at Jordan Saw Mill Road, Baltimore County, Maryland.

8. The parties agree that the Husband shall pay to the wife the sum of \$20.00 per week for the support of the child if the child decides to live with his mother, payable on each and every Friday of each and every week.

9. It is further agreed that the Husband shall pay all expenses incurred on behalf of the said child and the said wife for medical and dental expenses and shall maintain in effect the hospitalization policy he now has or obtains at his place of employment providing coverage for the said child and wife, until a decree of divorce "A Vinculo Matrimonii" has been decreed by a competent court, and then will continue all liability for the minor

child's medical expenses until he attains the age of 18 years or for as long as he is legally obligated, whichever is longer.

10. The parties further agree that the Husband shall be solely responsible for all existing joint debts and liabilities incurred by the parties prior to their separation except as provided herein.

11. The parties agree that the Wife will have the sole right of, possession, use and enjoyment, with improvements of the real property on Jordan Saw Mill Road Parkton, Maryland, until Edward Lawrence Humphrey, her son, graduates from high school or until July 1, 1980, whichever occurs first.

12. The parties further agree that the Husband will pay to the Wife the sum of One Dollar (\$1.00) per year as alimony, until the court issues a decree of divorce "A Vinculo Matrimonii" at which time, the Husband agrees to pay to the Wife the sum of \$10,000.00 in lieu of all future alimony as a complete, full and absolute settlement of all property rights, claims, inheritances, legal actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, premises, variances, trespasses, damages, judgments, expenses, executions, and demands whatsoever in law or in equity, at Parkton, Maryland within ninety (90) days from the date of the divorce decree A Vinculo Matrimonii.

Each of the parties hereby waives, releases and relinquishes unto the other all rights or claim of dower, curtesy, descent, inheritance, distributions and all other rights for claims growing out of the said marriage between them, and each shall be forever barred from any and all rights in the estate of the other, whether real, personal, or mixed, and whether now owned or hereafter acquired, and each will, upon request of his or her spouse, execute good and sufficient relief of dower or curtesy to the other spouse, his or her heirs and assigns or to anyone else designated by the other spouse, his or her heirs or assigns or personal representative.

or will join, upon request, with the spouse, or his or her heirs and assigns in executing any deed or deeds to any real property now or hereafter owned or acquired by the other spouse, all to the expense of the spouse so requesting.

13. Each party shall, at any time and from time to time hereafter execute, acknowledge deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this agreement.

14. No modification or waiver by the parties or any of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement. No waiver of breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

15. This agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understanding other than these expressly set forth herein.

16. The parties hereto further agree that covenants, stipulations, promises, agreements and provisions in the agreement shall apply to bind and be obligatory upon the parties hereto, their heirs, personal representatives, successors, and assigns, or any of them, whether so expressed or not.

17. The parties hereto further agree that the Husband shall pay and hereby assume liability for the attorney's fee incurred on the preparation of this agreement and the prosecution of any divorce case arising out of the aforesaid marriage.

18. Each party hereto declares that he or she fully understands the facts and all his or her legal rights and liabilities, and that each believes the agreement to be fair, just and reasonable and that each signs the agreement freely and voluntarily.

IN WITNESS WHEREOF:

The parties have set their hands and seal to counterpart of this agreement, each of which shall constitute an original, this 15th day of January, 1976.

WITNESS:

Robert Wilson Humphrey
(as to Husband)
Both
Robert Wilson Humphrey (SEAL)

Carol Ann Humphrey (SEAL)
CAROL ANN HUMPHREY

STATE OF MARYLAND,
COUNTY OF BALTIMORE, as:

On this 15th day of January, 1976, before me a Notary Public in and for the State and County aforesaid personally appeared ROBERT WILSON HUMPHREY, personally known to or made known to me to be the Husband who executed the foregoing instrument, and made oath under the penalties of perjury that the facts and statements contained in this document are true and correct and that he acknowledges to me that he freely and voluntarily executed the same for the purposes named therein.

Witness my hand and seal.

My Commission Expires: 7/1/78

NOTARY PUBLIC

STATE OF MARYLAND
COUNTY OF BALTIMORE, as:

On this 15th day of January, 1976, before me a Notary Public of the State of Maryland, County aforesaid, personally appeared CAROL ANN HUMPHREY, personally known to or made known to me to be the Wife who executed the foregoing instrument, and made oath under the penalties of perjury that the facts and statements contained in this document are true and correct and that she acknowledges to me that she freely and voluntarily executed

ted the same for the purposes named therein.

Witness my hand and seal.

Carol Ann Humphrey
NOTARY PUBLIC

My Commission Expires: 7/1/78

AGREEMENT

THIS AGREEMENT, made this 12th day of April, 1977, by and between ROBERT WILSON HUMPHREY, residing in York County, Pennsylvania, hereinafter called and referred to as "Husband", and CAROL ANN HUMPHREY, residing in Parkton, Maryland, hereinafter called and referred to as "Wife".

EXPLANATORY STATEMENT

The parties hereto are man and wife, having been married July 8, 1961; however, in consequence of disputes and unhappy differences which have arisen between them, said parties did voluntarily and mutually agree to live separate and apart, and are now and since the 15th day of January, 1976, have been living separate and apart; the said parties having formalized their agreement in writing entitled "Separation, Custody, and Property Settlement Agreement", dated January 15, 1976.

NOW, WHEREFORE, the parties, having voluntarily and jointly reached certain decisions, after discussions between themselves, with respect to the wife's right and interest in the real property now owned jointly by the parties as Tenants by the Entireties;

WHEREAS, the original Agreement stated the wife's interest as follows:

(Paragraph 11) "The parties agree that the Wife will have the sole right of, possession, use and enjoyment, with improvements, of the real property on Jordan Saw Mill Road, Parkton, Maryland, until Edward Lawrence Humphrey, her son, graduates from high school or until July 1, 1980, whichever occurs first."

(Paragraph 12) "The parties further agree that the Husband will pay to the Wife the sum of One Dollar (\$1.00) per year as alimony, until the court issues a decree of divorce

"A Vinculo Matrimonii" at which time, the Husband agrees to pay to the Wife the sum of Ten Thousand Dollars (\$10,000.00) in lieu of all future alimony as a complete, full, and absolute settlement of all property rights, claims, inheritances, legal actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, premises, variances, trespasses, damages, judgments, expenses, executions, and demands whatsoever in law or in equity, at Parkton, Maryland, within ninety (90) days from the date of the divorce decree A Vinculo Matrimonii."

NOW, WHEREFORE, the parties covenant and agree that their original Agreement shall be amended and changed so that in lieu of paragraphs 11 and 12, the following provisions shall apply and the Agreement of January 15, 1976 is hereby AMENDED as follows:

That the Wife now and forever, hereby renounces, and waives all her right, title, and interest in the real property now owned as Tenants by the Entireties by the parties, having been acquired by them from Lawrence J. Simpson by deed, dated September 2, 1967, and recorded in the Land Records of Baltimore County, in Liber 4799, page 703; PROVIDED, HOWEVER, that this waiver shall have no force or effect until such time as the terms of this Agreement, shall have been fully executed. The parties covenant and agree that should the Husband's obligations not be fulfilled for any reason, either personal or by operation of any ruling or operation of law, the waiver shall become null and void.

WHEREFORE, in consideration of the above waiver, and agreeing with the terms thereof, the Husband does covenant and agree:

1. That the Husband shall execute a deed, contemporaneous with this Agreement, giving to the Wife a parcel of land, in fee simple, free and clear, containing 2.178 acres more

or less, to be dated on the date first written above.

2. That the Husband shall purchase, in the Wife's name only, and paid for solely by the Husband, with his own monies, with no cost to the Wife, a mobile home satisfactory to the Wife, approximately 70 to 75 feet long, said mobile home to be set on the lot mentioned in item 1, above, with a well, a septic system, and electrical service, all as required by any regulation of any board, department or bureau of any governmental subdivision, free of any cost to the Wife.

3. That the Husband shall ensure that the said mobile home shall have full right of ingress and egress to the nearest county roadway, and that should any disputes arise over rights of way, etc., he shall be solely responsible for, and shall take, whatever steps necessary to obtain the necessary rights of way, etc., and shall defray any and all costs incident to the obtention thereof, and shall provide for the construction of a driveway from said county road to the mobile home.

4. That the Husband shall provide, at his expense sufficient bricks to construct a fireplace in the mobile home, provided, however, that the Wife shall defray any cost of constructing said fireplace.

5. That the Husband shall erect, or cause to be erected, an outside storage shed, to be erected near the mobile home, and become the property of the wife, without any cost to the Wife.

6. That the Husband shall be solely responsible for all fees necessary to the preparation, filing and carrying out of the provisions of this Agreement, the deed heretofore mentioned, and the purchase and "setting up" of the mobile home, including but not limited to, legal fees, filing fees, purchase and construction costs, incident to carrying out the terms of this Agreement.

7. That in the event of the filing of any subsequent Divorce action, by either party, the Husband shall

PETITIONER'S
EXHIBIT 2a

be responsible for the Wife's attorneys fees and necessary court costs.

8. That the Husband further agrees and covenants that he will never change the deed to the remaining acres of the original parcel to include any name other than his own or that of his son, Edward Lawrence Humphrey, under any circumstances whatsoever, either because of marriage or otherwise; PROVIDED, HOWEVER, that he shall retain all other powers normally appertaining thereto.

9. Each party hereto declares that he or she fully understands the facts and all his or her legal rights and liabilities, and that each believes the Agreement to be fair, just, and reasonable, and that each signs the Agreement freely and voluntarily.

IN WITNESS WHEREOF, the parties have set their hands and seals to each counterpart of this Agreement, each of which shall constitute an original, this day of 1977.

WITNESS:
Robert W. Humphrey (SEAL)
ROBERT W. HUMPHREY
Carol A. Humphrey (SEAL)
CAROL A. HUMPHREY

STATE OF MARYLAND, COUNTY OF HARFORD:

On this 14th day of April, 1977, before me, a Notary Public in and for the State of Maryland, County of Harford, personally appeared ROBERT W. HUMPHREY, personally known to me or make known to me to the the Husband who executed the foregoing instrument, and made oath under the penalties of perjury that the facts and statements contained in this document are true and correct and that he acknowledges to me that he freely and voluntarily executed the same for the purposes herein contained.

WITNESS my hand and seal.

J. Merrill Turner
NOTARY PUBLIC
My Commission Expires: July 1978

STATE OF MARYLAND, COUNTY OF HARFORD:

on this 14th day of April, 1977, before me, a Notary Public of the State of Maryland, County of Harford, personally appeared CAROL A. HUMPHREY, known to me to be the person or make known to me to be the Wife who executed the foregoing instrument, and made oath under the penalties of perjury that the

PETITION FOR SPECIAL EXCEPTION AND VARIANCE

7th DISTRICT

ZONING: Petition for Special Exception and Variance
LOCATION: West side of Jordan Sawmill Rd., 1,766' Southeast of Sampson Road
DATE & TIME: Tuesday, September 8, 1981 at 2:00 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 house trailer, and Variance to permit a setback of 56' from the centerline of the road in lieu of the required 75'.

The Zoning Regulations to be excepted as follows:

Section 1A01.3B.3 - minimum front yard setback

Being the property of Carol A. Humphrey as shown on plat plan filed with the Zoning Department

Hearing Date: Tuesday, September 8, 1981 at 2:00 P.M.
Public Hearing: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

BY ORDER OF
WILLIAM E. HAMMOND
ZONING COMMISSIONER
OF BALTIMORE COUNTY

facts and statements contained in this document are true and correct and that she acknowledges to me that she freely and voluntarily executed the same for the purposes named herein. WITNESS my hand and seal.

J. Merrill Turner
NOTARY PUBLIC
My Commission Expires: July 1978

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Mr. W. E. Hammond
Zoning Commissioner
Norman E. Gerber, Director
Office of Planning and Zoning
Date: August 5, 1981
SUBJECT: Petition No. 82-57-XA Item 1

Petition for Special Exception and Variance
N/S. Jordan's Sawmill Road 1756' S/E from centerline Sampson Road
Petitioner: Carol A. Humphrey

There are no comprehensive planning factors requiring comment on this petition.

Norman E. Gerber
Norman E. Gerber, Director
Office of Planning and Zoning

NEG-JGH:cb

Richard A. McAllister, Esquire
400 Allegheny Avenue
Towson, Maryland 21204

August 13, 1981

NOTICE OF HEARING

RE: Petition for Special Exception & Variance
W/s Jordan Sawmill Rd., 1,766' Southeast of
Sampson Road
Case #82-57-XA
Carol A. Humphrey - Petitioner

TIME: 2:00 P.M.

DATE: Tuesday, September 8, 1981

PLACE: ROOM 106 COUNTY OFFICE BUILDING, 111 W. CHESAPEAKE AVENUE,

TOWSON, MARYLAND

William E. Hammond
ZONING COMMISSIONER OF
BALTIMORE COUNTY



BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3353

WILLIAM E. HAMMOND
ZONING COMMISSIONER

September 3, 1981

Richard A. McAllister, Esquire
400 Allegheny Avenue
Towson, Maryland 21204

RE: Petitions for Special Exception & Variance
W/s of Jordan Sawmill Rd., 1,766' SE of Sampson Rd.
Carol A. Humphrey - Petitioner
Case #82-57-XA

Dear Mr. McAllister:

This is to advise you that \$70.90 is due for advertising and posting of the above property.

Please make check payable to Baltimore County, Maryland, and remit to Karen Riegel, Room 113, County Office Building, Towson, Maryland 21204 before the hearing.

Very truly yours,

William E. Hammond
WILLIAM E. HAMMOND
Zoning Commissioner

1
BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT
No. 100499
DATE: 9/8/81 ACCOUNT: 82023X 01-662
AMOUNT: \$70.90
RECEIVED FROM: Richard A. McAllister
FOR: Posting & Advertising of Case #82-57-XA (Humphrey)
801 SEP 9 7 05 PM '81
VALIDATION OR SIGNATURE OF CASHIER

DPL 45 - REVISED 1/77

BALTIMORE COUNTY
DEPARTMENT OF PERMITS AND LICENSES
COUNTY OFFICE BUILDING
TOWSON, MARYLAND 21204
CASH SLIP RECEIPT
No. D 59419
DATE: 6-28-77

CHECK ITEM	ITEMS	CODE #	FEE
	Amusement Devices	01.201	
	Toilets	01.204	
	Electrical Adm. Board Licenses	01.221	
	Plumbing Board Licenses	01.222	
	Solicitors & Convoyers Permit	01.224	
	Towing Vehicles License	01.223	
	Refuse Collectors' & Disposers' Permits	01.235	
	Fire Prevention Code	01.237	
	Public Swimming Pool & Bathing Beach	01.241	
	Driver Licenses	01.254	
	Motor Licenses	01.256	
	Trailer Permits	01.258	
	Electrical Permits	01.260	
	Amusement Device Penalties	01.304	
	Animal License Penalties	01.305	
	Bingo Applications	01.607	
	Electrical Adm. Board Examination Fees	01.610	
	Electrical Adm. Board Tuition-Code School	01.644	
	Sale of Building Code Books	01.671	
	Trailer Cages	01.672	
	Control of Day Nurseries	01.675	
	Percolation Tests	01.677	
	Food Service Facility Permit	14.201	
	Bingo Licenses		
	Water Applications (See Reverse Side)	31.606	
	Sale of Plumbing Code Books	31.711	
	Sewer House Connection Applications	31.605	
	Plumbing Permit Applications	31.603	
	School Drain Permit Applications	31.603	
	Storm Drain Applications	31.203	
	Septic Tank Permits	31.202	
	Gas Permit Applications	31.201	
	Sewer Service Charge Pro-rated	30.601	
	Sewer System Connection Charge	31.614	
	Water System Connection Charge	31.615	
	Water Distribution Account	32.604	
	Building Permit Applications	01.251	
	TOTAL (Make check payable to Baltimore County, Md.)		20.00

Description: Water
DEPT. OF PERMITS & LICENSES
APPLICANTS COPY BY: Richard A. McAllister
THIS IS NOT A PERMIT OR LICENSE AND DOES NOT AUTHORIZE CONSTRUCTION OF ANY KIND.
NO BUILDING PERMIT FEES REFUNDED.

Det 54.52

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

District: 7 Date of Posting: 8/22/81
Posted for: Petition for Special Exception & Variance
Petitioner: Carol A. Humphrey
Location of property: N/S Jordan Sawmill Rd. 1700'
SE of Samson Rd.
Location of Signs: front of property (#1019 Jordan
Sawmill Rd.)
Remarks: _____
Posted by: William E. Hammond Date of return: 8/31/81
2 signs

William E. Hammond, Zoning Commissioner
BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

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

Your Petition has been received and accepted for filing this 7th day of July, 1981

William E. Hammond
WILLIAM E. HAMMOND
Zoning Commissioner

Petitioner: Carol A. Humphrey

Petitioner's Attorney: Richard A. Hoffmeyer

Reviewed by: Nicholas E. Commodari
Nicholas E. Commodari
Chairman, Zoning Plans
Advisory Committee

REISTERSTOWN COMMUNITY TIMES
Office of The Carroll County Times

Westminster, Md., AUGUST 20 1981

THIS IS TO CERTIFY that the annexed PO A-3117

was published for one successive weeks previous to the 20
day of August 1981, in The Carroll County Times a daily

newspaper published in Westminster, Carroll County, Maryland.

REISTERSTOWN COMMUNITY TIMES
THE CARROLL COUNTY TIMES

Per: Julius Clark
Bookman 36.40

**PETITION FOR SPECIAL
EXCEPTION AND VARIANCE**
7th DISTRICT

ZONING: Petition for Special Exception and Variance
LOCATION: West side of Jordan Sawmill Road, 1700' Southeast of Samson Road.

DATE & TIME: Tuesday, September 8, 1981 at 2:00 P.M.
PUBLIC HEARING: Room 108, 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 house trailer, and Variance to permit a setback of 55' from the centerline of the road in lieu of the required 75'.

The Zoning Regulations to be excepted as follows:
Section 1401.28.3 - minimum front yard setback

Beginning for the same at a point in the north margin of Jordan's Sawmill Road 1700' more or less southeasterly from the centerline of Samson Road, and running thence and binding on or near the centerline of Jordan's Sawmill Road:

- (1) South 22 Degrees, 20 Minutes, 04 Seconds East 803.91 feet; thence leaving Jordan's Sawmill Road;
- (2) S 18 Degrees, 20 Minutes, 31 Seconds West 75.00 feet;
- (3) North 29 Degrees, 15 Minutes, 17 Seconds West 647.41 feet;
- (4) North 87 Degrees, 04 Minutes, 45 Seconds West 122.82 feet;
- (5) North 19 Degrees, 16 Minutes, 32 Seconds East 367.04 feet to the place of the beginning.

Containing 2.178 Acres of Land more or less and being known and designated as #1019 Jordan's Sawmill Road. Being the same property described in Liber 5850, Folio 722.

Being the property of Carol A. Humphrey as shown on a plat plan filed with the Zoning Department.
Hearing Date: Tuesday, September 8, 1981 at 2:00 P.M.
Public Hearing: Room 108, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland.

BY ORDER OF
WILLIAM E. HAMMOND
ZONING COMMISSIONER
OF BALTIMORE COUNTY

5-15-Rev. 1-8-79

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF PERMITS AND LICENSES
County Office Building
Towson, Maryland 21204
TRAILER PERMIT

1977-78
YEAR

PERMIT #179

Date issued: November 29, 1977

A Permit is hereby granted to Robert W. Humphrey to park a trailer on the property of Same located at Jordan Saw Mill Rd. 1800' E of Samson, 21720 in accordance with Baltimore County Council Bill

No. 109, 1964 Session.

TYPE OF PERMIT: Extended Occupancy

USE OF TRAILER: Residential

THIS PERMIT EXPIRES December 31, 1978

John D. Lippert
Director

CERTIFICATE OF PUBLICATION

TOWSON, MD., August 20, 1981

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., one time successive weeks before the 8th day of September, 1981, the last publication appearing on the 20th day of August 1981.

L. Frank Strickland
Manager.

Cost of Advertisement, \$ _____

**PETITION FOR SPECIAL
EXCEPTION AND VARIANCE**
7th DISTRICT

ZONING: Petition for Special Exception and Variance
LOCATION: West side of Jordan Sawmill Rd. 1700' Southeast of Samson Road.

DATE & TIME: Tuesday, September 8, 1981 at 2:00 P.M.
PUBLIC HEARING: Room 108, 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 house trailer, and Variance to permit a setback of 55' from the centerline of the road in lieu of the required 75'.

The Zoning Regulations to be excepted as follows:
Section 1401.28.3 - minimum front yard setback

Beginning for the same at a point in the north margin of Jordan's Sawmill Road 1700' more or less southeasterly from the centerline of Samson Road, and running thence and binding on or near the centerline of Jordan's Sawmill Road:

- (1) South 22 Degrees, 20 Minutes, 04 Seconds East 803.91 feet; thence leaving Jordan's Sawmill Road;
- (2) S 18 Degrees, 20 Minutes, 31 Seconds West 75.00 feet;
- (3) North 29 Degrees, 15 Minutes, 17 Seconds West 647.41 feet;
- (4) North 87 Degrees, 04 Minutes, 45 Seconds West 122.82 feet;
- (5) North 19 Degrees, 16 Minutes, 32 Seconds East 367.04 feet to the place of beginning.

Containing 2.178 Acres of Land, more or less and being known and designated as #1019 Jordan's Sawmill Road.

Being the property of Carol A. Humphrey as shown on plat plan filed with the Zoning Department.
Hearing Date: Tuesday, September 8, 1981 at 2:00 P.M.
Public Hearing: Room 108, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland.

By Order Of
WILLIAM E. HAMMOND
Zoning Commissioner
of Baltimore County
Aug. 20

PETITION MARKING PROGRESS SHEET

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

Reviewed by: <u>DI</u>	Revised Plans: Change in outline or description <u>Yes</u> <u>No</u>
Previous case: <u>None</u>	Map # <u> </u>

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

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

Your Petition has been received this 22nd day of June, 1981

Filing Fee \$ 50.00

Received: ☒ Check
☐ Cash
☐ Other

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 100438

William E. Hammond
E. Hammond, Zoning Commissioner

DATE 8/11/81 ACCOUNT 01-662

by Richard M. Hite

wed by John A. Hoffmeyer

f the Petition for assignment of a

AMOUNT: \$50.00

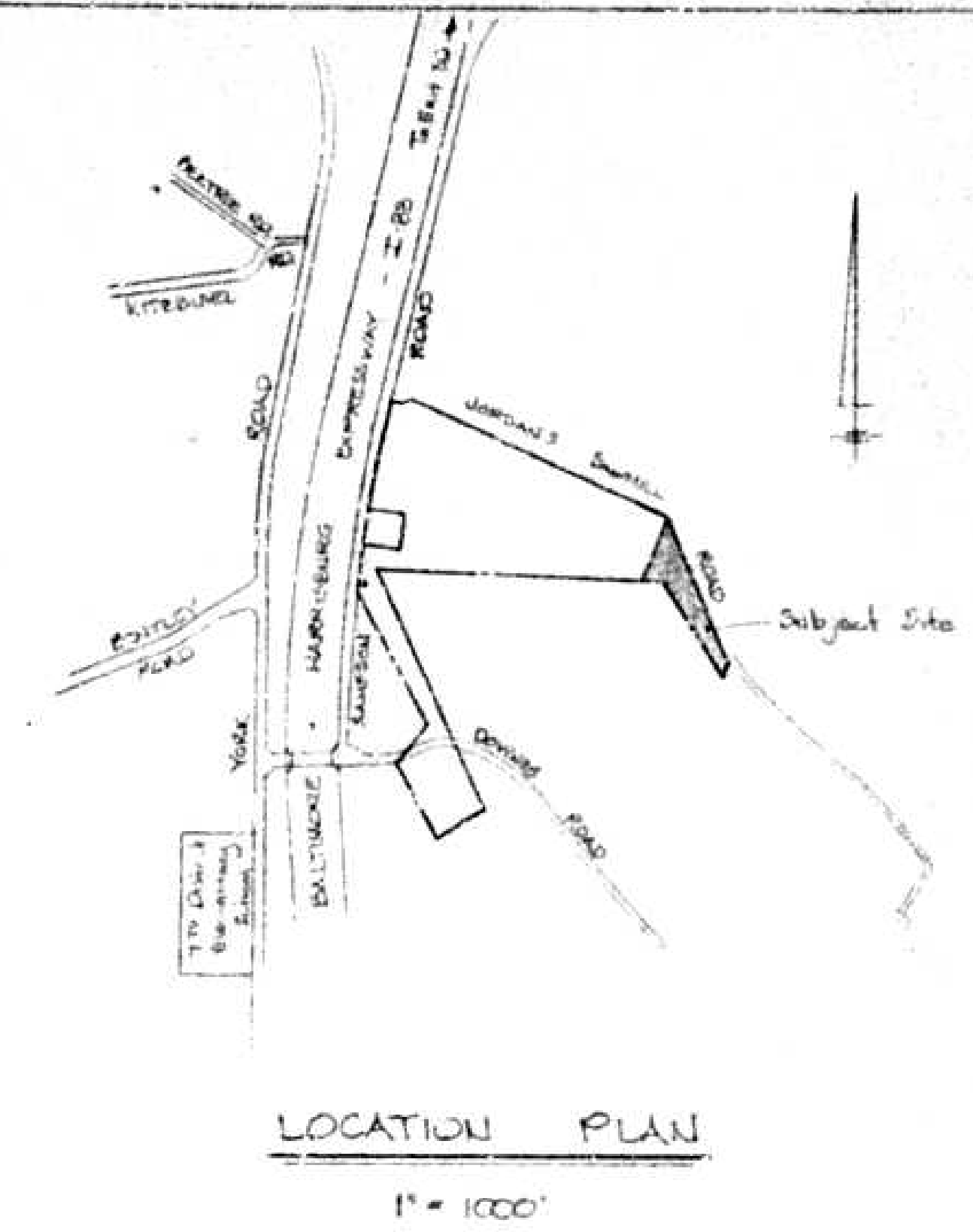
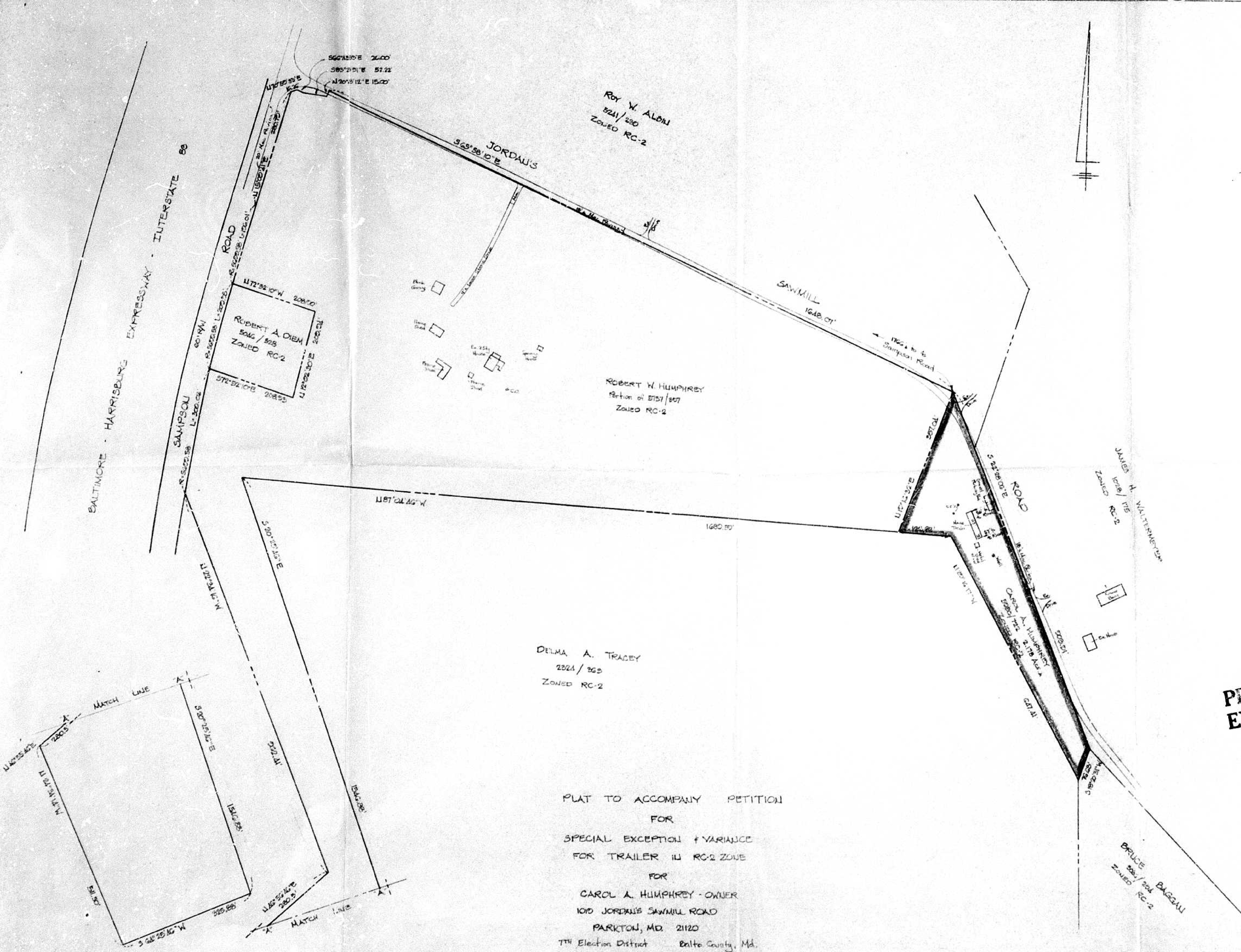
RECEIVED FROM Carol A. Humphrey

FOR Filing Fee for Case #82-57-XA

801 0442 12

50.00

VALIDATION OR SIGNATURE OF CASHIER



DELM A. TRACEY
2224 / 263
ZONED RC-2

PLAT TO ACCOMPANY PETITION
FOR
SPECIAL EXCEPTION + VARIANCE
FOR TRAILER IN RC-2 ZONE
FOR
CAROL A. HUMPHREY - OWNER
1015 JORDAN'S SAWMILL ROAD
PARKTON, MD. 21120
7TH Election District Balto County, Md.
Scale: 1"=100' June 22, 1981

PETITIONER'S
EXHIBIT 6

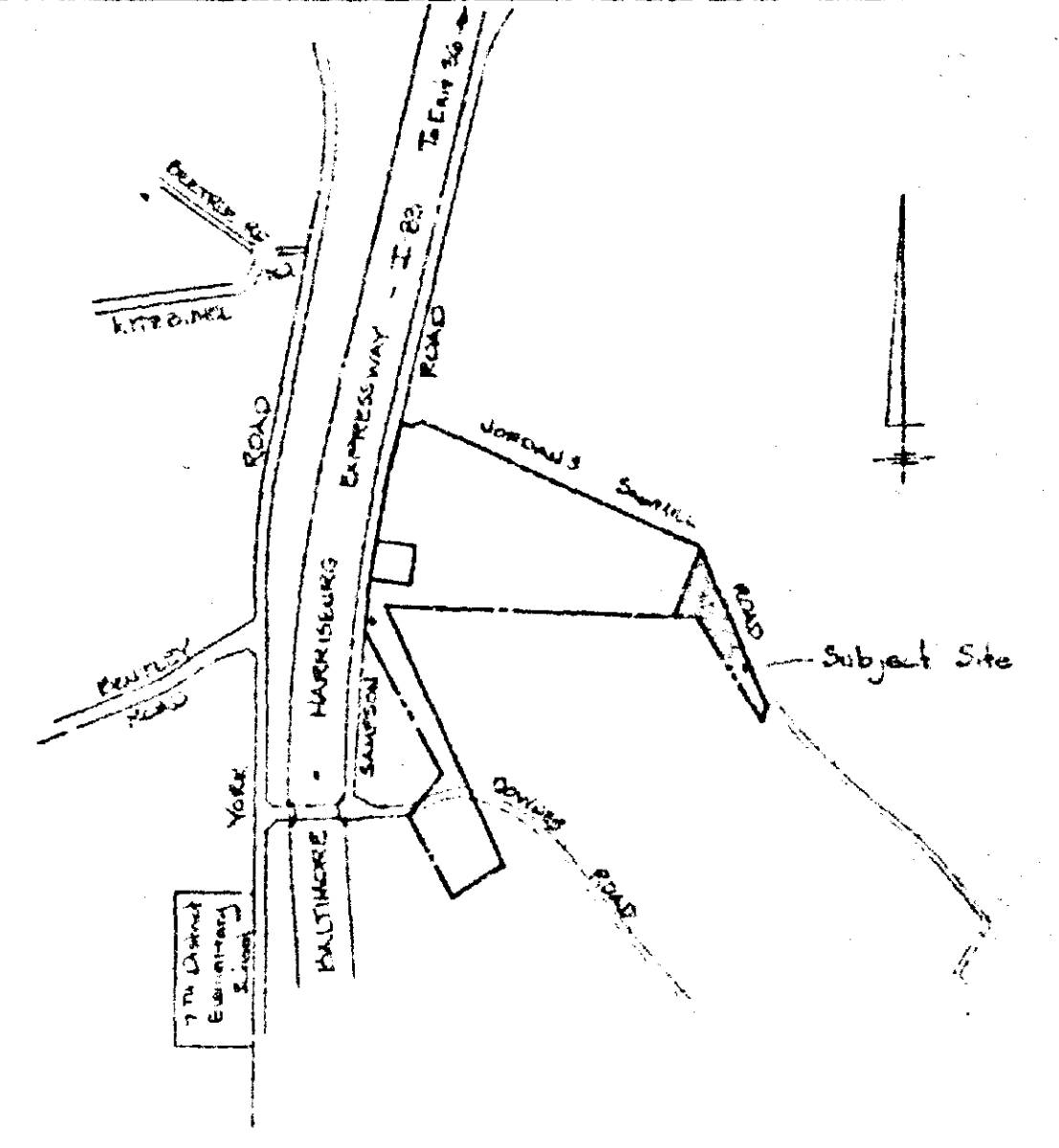
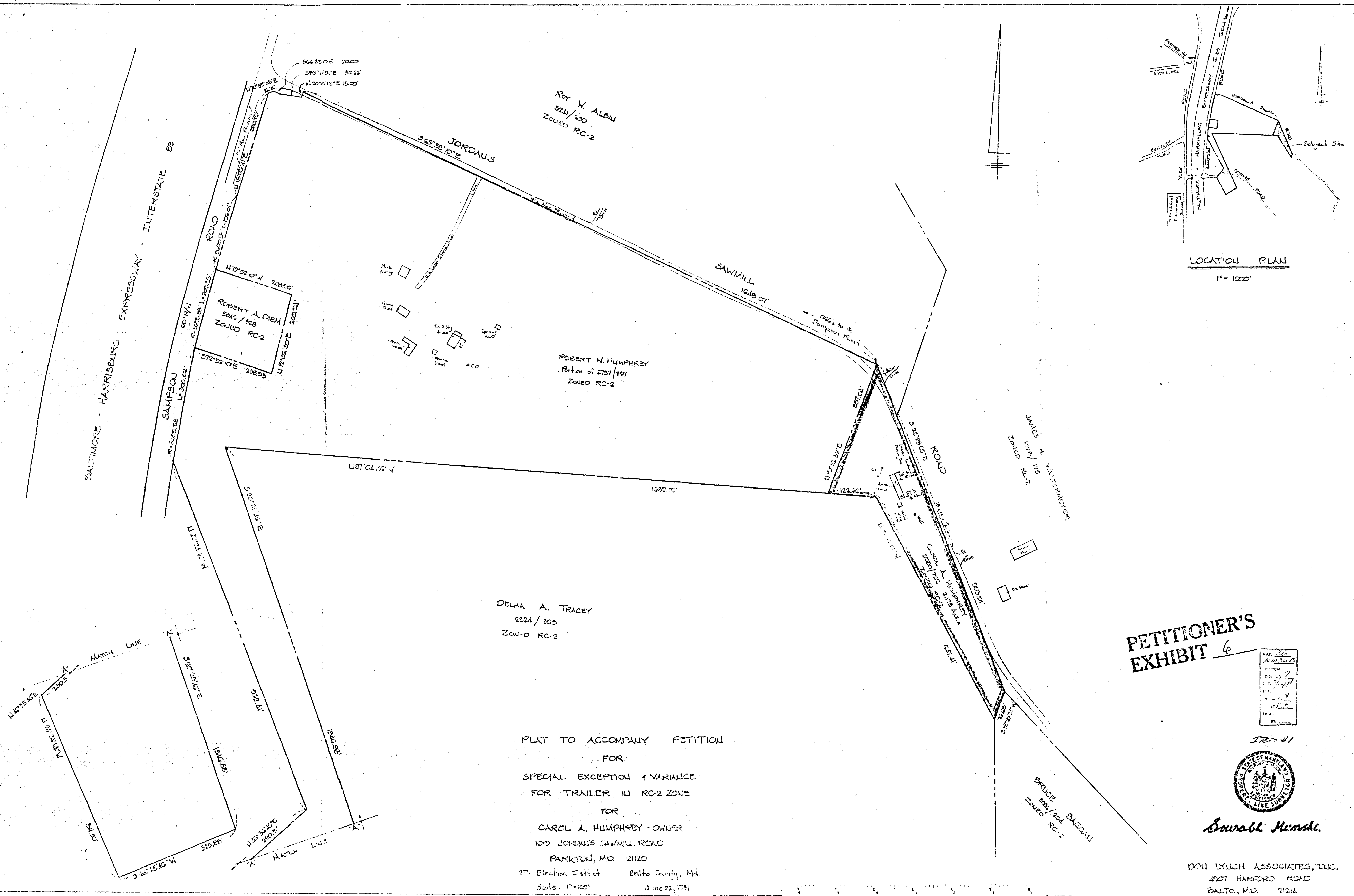
MAP	201
SECTION	1
DATE	6/22/81
BY	[Signature]



Savannah Mumford

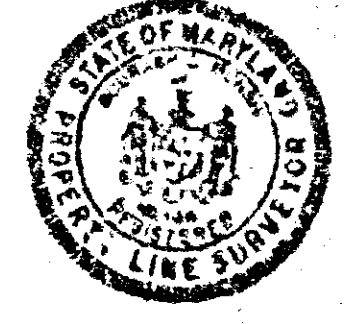
DON LYNCH ASSOCIATES, INC.
4001 HARRFORD ROAD
BALTO, MD. 21214





**PETITIONER'S
EXHIBIT 6**

MAP	20
SECTION	2
DATE	7/1/47
TYP	Y
SCALE	1" = 100'
FINAL	
BY	



Barbara Hunshe

DON LYNCH ASSOCIATES, INC.
1507 HANFORD ROAD
BALTO, MD. 21218

PLAT TO ACCOMPANY PETITION
FOR
SPECIAL EXCEPTION & VARIANCE
FOR TRAILER IN RC-2 ZONE
FOR
CAROL A. HUMPHREY - OWNER
1010 JORDAN'S SAWMILL ROAD
PARKTON, MD. 21120
7th Election District Balto County, Md.
Scale: 1"=100' June 22, 1951