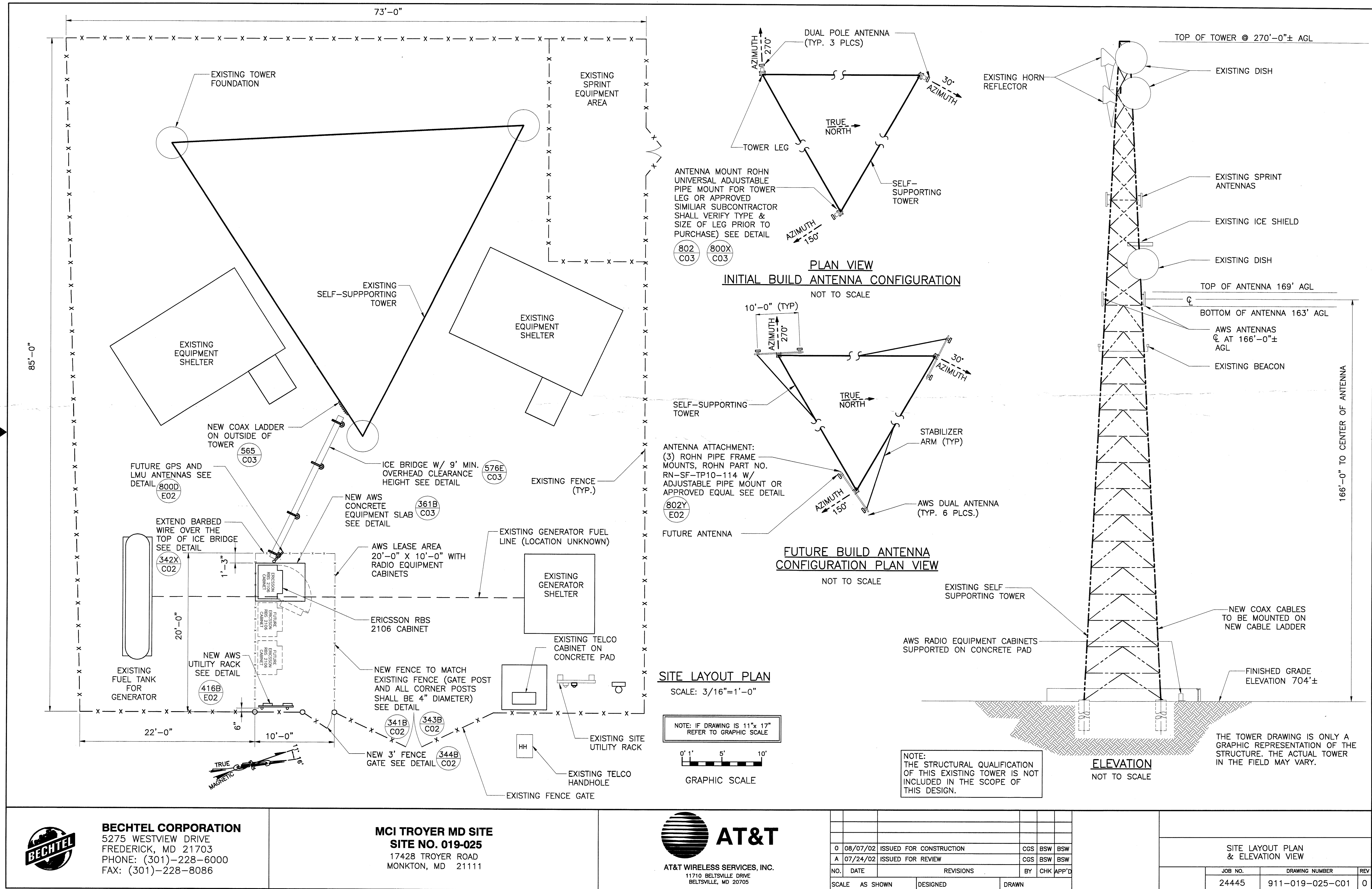


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83-165-XA PETITION FOR SPECIAL EXCEPTION

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 _____
a wireless transmitting or receiving facility (telephone relay transmission tower).

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.

Lessee AD
Contract 83-165-XA
MCI Telecommunications
(Type or Print Name)
Raymond J. Marocco
Signature
4351 Industrial Access Road
Address
Douglasville, Georgia 30134
City and State
Attorney for Petitioner:
Harris George
(Type or Print Name)
Harris George
Signature
102 W. Pennsylvania Avenue
Address
Towson, Maryland 21204
City and State
Robert McGinnis
Name, address and phone number of legal owner, contract purchaser or representative to be contacted
4351 Industrial Access Rd.
Douglasville, Georgia (404) 942-2705
Address Phone No.
Towson, Maryland 21204
City and State
Attorney's Telephone No. 296-1636

ORDERED By The Zoning Commissioner of Baltimore County, this 9th day of November 1982, 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 25th day of January 1983 at 10:15 o'clock A.M.

RESCHEDULED:
Friday, February 11, 1983
at 10:15 A.M.

ECO-No. 1 (over)

83-165-XA 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 1A01.3.B.3 to permit a minimum setback of _____
5 feet from any property line instead of the required 35 feet.

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

To utilize the highest portion of the leased land.

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.

Lessee AD
Contract 83-165-XA
MCI Telecommunications
(Type or Print Name)
Raymond J. Marocco
Signature
4351 Industrial Access Road
Address
Douglasville, Georgia 30134
City and State
Attorney for Petitioner:
Harris George
(Type or Print Name)
Harris George
Signature
102 W. Pennsylvania Avenue
Address
Towson, Maryland 21204
City and State
Robert McGinnis
Name, address and phone number of legal owner, contract purchaser or representative to be contacted
4351 Industrial Access Rd.
Douglasville, Georgia (404) 942-2705
Address Phone No.
Towson, Maryland 21204
City and State
Attorney's Telephone No. 296-1636

ORDERED By The Zoning Commissioner of Baltimore County, this 9th day of November 1982, 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 25th day of January 1983 at 10:15 o'clock A.M.

RESCHEDULED:
Friday, February 11, 1983
at 10:15 A.M.

(over)

RE: PETITION FOR SPECIAL EXCEPTION : BEFORE THE ZONING COMMISSIONER
PETITION FOR VARIANCE : OF BALTIMORE COUNTY
Beginning 622' W of Troyer Rd.,
1,665' S of the centerline of
McComas Rd., 10th District
RAYMOND J. MAROCCO, et al, : Case No. 83-165-XA
Petitioners

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 therefor, and of the passage of any preliminary or final Order in connection therewith.

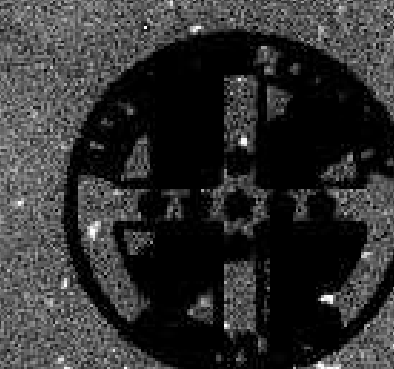
John W. Hession, III
John W. Hession, III
People's Counsel for Baltimore County
Rm. 223, Court House
Towson, Maryland 21204
494-2188

I HEREBY CERTIFY that on this 6th day of January, 1983, a copy of the foregoing Order was mailed to Harris George, Esquire, 102 W. Pennsylvania Avenue, Towson, Maryland 21204, Attorney for Petitioners; and Mr. Robert McGinnis, MCI Telecommunications, 4351 Industrial Access Road, Douglasville, Georgia 30134, Contract Lessee.

John W. Hession, III
John W. Hession, III

BALTIMORE COUNTY

ZONING PLANS ADVISORY COMMITTEE



PETITION AND SITE PLAN

EVALUATION COMMENTS

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

William E. Hammond
To: Zoning Commissioner
Norman E. Gerber, Director
Office of Planning and Zoning
FROM: _____
SUBJECT: Zoning Petition No. 83-165-XA
Raymond J. Marocco, et al

This office has no adverse comment on the subject request. The tower appears to be located on a parcel (to be leased) that is part of a large farm property.

NEG:JGH:slc

cc: Arlene January
Shirley Hess

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

BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
TOWSON, MARYLAND 21204
494-3711
NORMAN E. GERBER
DIRECTOR

January 18, 1983

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

Dear Mr. Hammond:

Comments on Item # 87, Zoning Advisory Committee Meeting, November 9, 1982, are as follows:

Property Owner: Raymond J. Marocco, et al
Location: 496.63' W of Troyer Rd 1665' S from centerline of McComas Road
Acres: 10,000 sq. ft.
District: 10th

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.

The petitioner must comply with the Baltimore County Development Regulations (Bill 56-83).

Sincerely yours,
John L. Winbley
John L. Winbley
Planner III
Current Planning and Development

JLW:rh

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

January 19, 1983

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

OFFICE
Norman E. Gerber
Chairman

MEMBERS
Bureau of Engineering
Department of Traffic Engineering
Department of Public Works
Bureau of Planning
Bureau of Zoning
Bureau of Education
Bureau of Administration
Bureau of Development

Harris J. George, Esquire
507 Alex Brown Building
102 W. Pennsylvania Avenue
Towson, Maryland 21204

RE: Item No. 87 - Case No. 83-165-XA
Petitioner - Raymond J. Marocco, et al
Special Exception & Variance Petitions

Dear Mr. George:

Enclosed please find addendum comments for the above referenced case.

Very truly yours,
Nicholas B. Commodari
NICHOLAS B. COMMODARI
Chairman
Zoning Plans Advisory Committee

NBC:hsc

Enclosure

cc: Fisher, Collins & Carter, Inc.
8388 Court Avenue
Ellicott City, Maryland 21043

Mr. Robert McGinnis
4351 Industrial Access Road
Douglasville, Georgia 30134

Norman E. Gerber, Esquire
507 Alex Brown Bldg.
102 W. Pennsylvania Ave
Towson, MD. 21204
Fisher, Collins & Carter, Inc.
8388 Court Ave
Ellicott City, Md. 21043
Mr. Robert McGinnis
4351 Industrial Access Rd.
Douglasville, Ga. 30134

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 9th day of November 1982.

William E. Hammond
William E. Hammond
Zoning Commissioner

Petitioner Raymond J. Marocco, et al

Petitioner's Attorney Norman E. Gerber, Esq. Reviewed by Nicholas B. Commodari
Nicholas B. Commodari
Chairman, Zoning Plans
Advisory Committee

Pursuant to the advertisement, posting of property, and public hearing on the petition and it appearing that by reason of the requirements of Section 502.1 of the Baltimore County Zoning Regulations having been met and the health, safety, and general welfare of the community not being adversely affected, the special exception should be granted.

Therefore, IT IS ORDERED by the Deputy Zoning Commissioner of Baltimore County, this 23rd day of February, 1983, that the Petition for Special Exception for a wireless transmitting or receiving facility (telephone relay transmission tower), in accordance with the site plans prepared by Fisher, Collins & Carter, Inc., marked Petitioners' Exhibits 1 and 2, is hereby GRANTED, from and after the date of this Order, subject, however, to the following restrictions:

1. The existing barn on the Johnson property, the paving proposed to extend through the Morocco property to the Johnson property, and the two proposed equipment sheds shall be indicated on the site plan.
2. The tower shall have a maximum height of 260 feet.
3. At such time as the use is terminated, the tower shall be removed.
4. All plans required for permits shall be drawn by a Maryland registered professional engineer qualified in structural design. Said engineer shall supervise and certify the tower upon completion before an occupancy/ use permit can be issued. Every five years thereafter, a certification by a Maryland registered professional engineer shall be filed with the Department of Permits and License, indicating that the aforementioned structure continues to meet all safety requirements. Any upgrading or maintenance required to comply with any changes in the safety requirements, or to maintain the safety thereof, shall be performed prior to the filing of such certification.
5. A revised site plan, incorporating the restrictions set forth above, shall be submitted for approval by the Maryland Department of Transportation, the Department of Public Works, and the Office of Planning and Zoning.

Jan M.H. George
Deputy Zoning Commissioner of
Baltimore County

ORDER RECEIVED FOR FILING

DATE *February 23, 1983*
BY *Jan M.H. George*

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 result in practical difficulty and unreasonable hardship upon the Petitioner(s) and the granting of the variance(s) requested will not adversely affect the health, safety, and general welfare of the community, the variance(s) should be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 23rd day of February, 1983, that the Petition for Variance(s) to permit a minimum setback of 5 feet from any property line in lieu of the required 35 feet, in accordance with Petitioners' Exhibits 1 and 2, is hereby GRANTED, from and after the date of this Order, subject, however, to the terms, provisions, and conditions contained in the accompanying Special Exception Order.

Jan M.H. George
Deputy Zoning Commissioner of
Baltimore County

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

January 14, 1983

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

000
Nicholas B. Commodari
Chairman

MEMBERS
Bureau of Engineering
Department of Traffic Engineering
State Roads Commission
Bureau of Fire Prevention
Health Department
County Planning
Public Works Department
Board of Education
County Administration
Industrial
Towson

Harris J. George, Esquire
507 Alex Brown Building
102 W. Pennsylvania Avenue
Towson, Maryland 21204

RE: Item No. 87 - Case No. 83-165-XA
Petitioner - Raymond J. Marocco, et al
Special Exception & Variance Petitions

Dear Mr. George:

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.

In view of your clients' proposal to construct a wireless transmitting and receiving structure 260 feet high within 5 feet of any lease line, this combination hearing is required.

Enclosed are all comments submitted from the members of the Committee at this time that offer or request information on your petition. If similar comments from the remaining members are received, I will forward them to you. Otherwise, any comments that are not informative will be placed in the hearing file. This petition was accepted for filing on the date of the enclosed filing certificate and a hearing scheduled accordingly.

Very truly yours,

Nicholas B. Commodari
NICHOLAS B. COMMODARI, Chairman
Zoning Plans Advisory Committee

NBC:bsc

Enclosures

cc: Fisher, Collins & Carter, Inc. Mr. Robert McGinnis
8388 Court Avenue 4351 Industrial Access Rd.
Ellicott City, Maryland 043 Douglasville, Ga. 30134

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

William E. Hammond, Zoning Commissioner
TO: Office of Planning and Zoning

Date: December 21, 1982

FROM: Jan J. Forrester

SUBJECT: Zoning Variance Items

The Baltimore County Department of Health has reviewed the following zoning variance items, and has no specific comments regarding same:

- Item # 87 - Raymond J. Marocco, et al
- Item # 89 - Sebo Federal Credit Union
- Item #108 - Louis H. & Martha R. Kulaga
- Item #109 - William H. & Audrey J. Buchanan, Jr.
- Item #110 - Ray Neal
- Item #111 - Baltimore and Ohio Railroad Co.
- Item #111 - Eugene & Mary Passagno
- Item #115 - Bernard & Rose Stefanaki
- Item #119 - Michael R. & Andrea V. Hartman
- Item #122 - Dino G. & Mary D. Blazakis

Jan J. Forrester
BUREAU OF ENVIRONMENTAL SERVICES

LJF/rth



BALTIMORE COUNTY
DEPARTMENT OF PUBLIC WORKS
TOWSON, MARYLAND 21204

HARRY J. PISTEL P.E.
DIRECTOR

December 17, 1982

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

Re: Item #87 (1982-1983)
Property Owners: Raymond J. Marocco, et al
496.63' W. of Troyer Road 1665' S. from
centerline of McComas Road
Acres: 10,000 sq. ft. District: 10th

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:

Troyer Road (Md. 138) is a State Road; therefore, all improvements, intersections, entrances and drainage requirements as they affect the road come under the jurisdiction of the Maryland State Highway Administration. Any utility construction within the State Road right-of-way will be subject to the standards, specifications and approval of the State in addition to those of Baltimore County.

The entrance locations are subject to approval by the Department of Traffic Engineering, and shall be constructed in accordance with Baltimore County Standards.

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.

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.

Public water supply and sanitary sewerage are not available to serve this property which is beyond the Baltimore County Metropolitan District and the Comprehensive Metropolitan Facilities Planning Area.

Baltimore County Water Supply and Sewerage Plans N and S-11A, as amended through January 1982, respectively indicate "No Planned Service" in the area.

Very truly yours,

Robert A. Morton
Robert A. Morton, P.E., Chief
Bureau of Public Services

RAN:CAR:FWK:peg



Maryland Department of Transportation
State Highway Administration

Louise E. Brinkley
Secretary
W. S. Calhoun
Assistant

November 12, 1982

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

Attention: Mr. N. Commodari

Re: ZAC Meeting of Nov. 9, 1982
ITEM: #87.
Property Owner: Raymond J. Marocco, et al
Location: 496.63' W. of Troyer Road, Route 138
1665' S. from centerline of McComas Road
Existing Zoning: R.C. 2
Proposed Zoning: Special Exception for a wireless telephone relay transmission tower and variance to permit a minimum setback of 5' from any property line in lieu of the required 35'.
Acres: 10,000 sq. ft.
District: 10th

Dear Mr. Hammond:

On review of the site plan of October 18, 1982 and field inspection, the State Highway Administration finds the plan generally acceptable.

It is requested the existing gravel entrance be overlaid with bituminous paving from the edge of the traveled way to the State Highway Administration Right of way.

It is requested the plan be revised prior to a hearing date.

Very truly yours,

Charles Lee
Charles Lee, Chief
Bureau of Engineering
Access Permits

CL:GW:maw

cc: Mr. J. Wimbley

By: George Wittman

My telephone number is (301) 659-1350
Teletypewriter for Impaired Hearing or Speech
303-7505 Baltimore Metro - 505-0451 D.C. Metro - 1-800-422-9982 Statewide Toll Free
P.O. Box 717 / 707 North Calvert St., Baltimore, Maryland 21203 - 0717



BALTIMORE COUNTY
DEPARTMENT OF TRAFFIC ENGINEERING
TOWSON, MARYLAND 21204
494-3557

STEPHEN E. COLLINS
DIRECTOR

January 5, 1983

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

ZAC- Meeting of November 9, 1982
Item Nos. 86, 87, 88, 89, 90, 91, 92, and 93.

Dear Mr. Hammond:

The Department of Traffic Engineering has no comments for item numbers 86, 87, 88, 89, 90, 91, 92, and 93.

Michael S. Flannigan
Michael S. Flannigan
Traffic Engineering Assoc. II

MSF/cem



BALTIMORE COUNTY
FIRE DEPARTMENT
TOWSON, MARYLAND 21204
825-7310

PAUL H. RENKKE
Chief

December 20, 1982

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

Attention: Nick Commodari, Chairman
Zoning Plans Advisory Committee

RE: Property Owner: Raymond J. Marocco, et al

Location: 496.63' W. of Troyer Road 1665' S. from centerline of McComas Road

Item No.: 87 Zoning Agenda: Meeting of November 9, 1982

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.

REVIEWED: *George M. Hammond* Noted and Approved: *George M. Hammond*
Planning Group
Special Inspection Division
Fire Prevention Bureau

JK/mb/cm

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

Dear Mr. Hammond:

Comments on Item # 87: During Advisory Committee Meeting
on 10/25/82

Property Owner: Raymond J. Marocco, et al
Location: 158.63' W. of Troyer Road 1665' S. from centerline of McComas Road
Subject: Special Exception for a wireless telephone relay transmission tower
and Variance to permit a minimum setback of 5' from any property
line in lieu of the required 35'.
Area: 10,000 sq. ft.
Materials: 104th

The items checked below are applicable:

- X 1. All structures shall conform to the Baltimore County Building Code 1981/
Council Bill 1-82 State of Maryland Code for the Building and other
and other applicable Code.
- X 2. A building and other structures shall be required before beginning
construction.
- X 3. Residential: Three sets of construction drawings are required to file a permit
application. Architect/Engineer seal is/are not required.
- X 4. Commercial: Three sets of construction drawings with a Maryland Registered
Architect or Engineer shall be required to file a permit application.
- X 5. An exterior wall erected within 4' of an adjacent lot line shall be of one hour
fire resistant construction, no openings permitted within 3'-6" of lot line. A
firewall is required if construction is on the lot line, see Table 101, Item 2,
Section 107 and Table 101.
- X 6. Separate variance conflicts with the Baltimore County Building Code,
Section 101.
- X 7. A change of occupancy shall be applied for, along with an alteration permit
application, and three required sets of drawings including but not limited to
will meet the Code requirements for the proposed change. Resubmit any required
a professional seal.
- X 8. Before this office can accept on the above structure, please have the owner, then
the services of a Registered in Maryland Architect or Engineer certify to this
office, that, the structure for which a permit change is to be prepared can
comply with the height/area requirements of Table 905 and the required construction
classification of Table 101.
- X 9. Comments: All drawings required for permits shall be by a registered in
Maryland P.E., qualified in structural design. He shall supervise and
certify the tower upon completion, before an occupancy/use permit can
be issued.

NOTE: These comments reflect only on the information provided by the drawings
submitted to the office of Planning and Zoning and are not intended to
be construed as the full extent of any permit. If
additional information is needed by visiting from 9:00
(Please Review) at 111 West Chesapeake Ave., 21204.

Very truly yours,
Charles E. Smith
Charles E. Smith, Chief
Plans Reviewer

CE:rmj
FPM 02-82

BALTIMORE COUNTY PUBLIC SCHOOLS

Robert V. Dubel, Superintendent

Towson, Maryland - 21204

Date: November 8, 1982

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

Z.A.C. Meeting of: November 9, 1982

RE: Item No: 86, 87, 88, 89, 90, 91, 92, 93
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,

Mr. Nick Petrovich
Mr. Nick Petrovich, Assistant
Department of Planning

WNP/bp

DESCRIPTION

TO ACCOMPANY APPLICATION FOR SPECIAL USE EXCEPTION AND VARIANCE

PROPERTY OF
RAYMOND J. MAROCCO, ET AL
TENTH ELECTION DISTRICT
BALTIMORE COUNTY, MARYLAND

BEGINNING at a point measured North 80°-41'-48" West, 126.48 feet and
South 55°-48'-26" West, 496.63 feet along the centerline of a twenty (20) feet
wide right-of-way for ingress and egress to the land of Woodrow W. Johnson from
a point on the westernmost side of Troyer Road (40' wide) at a distance of
1665 feet measured along the westernmost side of said Troyer Road in a Southerly
direction from the centerline of McComas Road, thence running for the following
four (4) courses and distances, v.z.:

- (1) North 09°-18'-12" East 100.00 feet to a point on the South side of
a twenty feet wide right-of-way and easement which by Deed dated June 15, 1967
and recorded among the Land Records of Baltimore County, Maryland in Liber
4801, Folio 486 was granted and conveyed by Pio J. Marocco, et al to The Ameri-
can Telephone and Telegraph Company of Baltimore City, thence binding along the
South side of said right-of-way and easement,
- (2) North 80°-41'-48" West 100.00 feet, thence leaving the outlines of
said right-of-way and easement and running for the two following courses and
distances, viz.:
- (3) South 09°-18'-12" West, 100.00 feet, and
- (4) South 80°-41'-48" East, 100.00 feet to the point of beginning, con-
taining 10,000 square feet of land, more or less.



1 of 1

October 25, 1982

FISHER, COLLINS & CARTER, INC. • 8388 COURT AVENUE • ELLICOTT CITY, MARYLAND 21043 • (301) 461-2885

SELF SUPPORTING

MCI TELECOMMUNICATIONS CORPORATION

SITE LEASE

LEASE made this _____ day of _____, 19____, by and
between
whose address is
(hereinafter called "Landlord") and MCI Telecommunications
Corporation, a Delaware corporation having an office at 1133 19th
Street, N.W., Washington, D.C., 20036, (hereinafter called "Tenant").

1. Landlord hereby leases, demises and lets unto Tenant, and
Tenant hereby hires from Landlord, for all purposes which Tenant may
desire, the parcel of land (hereinafter called the "Premises")
measuring approximately one hundred (100) feet by one hundred (100)
feet shown on the plan annexed hereto as Exhibit A.

TOGETHER WITH 1) any improvements that may be located thereon,
2) such rights of way and easements on, over, under and through the
adjoining lands of Landlord, extending from the Premises to the
nearest convenient public road, and of standard vehicular width, as
shall be necessary for ingress and egress to and from the Premises,
3) such other rights of way and easements on, over, under and
through the adjoining lands of Landlord as may be required by Tenant
for the purpose of electricity, gas, water, telephone, and any and
all other utilities, and 4) the right to park vehicles on or about
the Premises and the lands immediately adjacent thereto during
periods of construction, site inspection and at times of necessary
repair work.

IT IS UNDERSTOOD and agreed that Tenant shall have the right
to construct, maintain and repair a roadway over the aforementioned
easements, including such work as may be necessary for slope and
drainage, and to install such poles, wires, pipes, cables, conduits
and related appurtenances as shall be necessary for the proper
conduct of Tenant's business and for electricity, water, telephone
and gas.

All of the foregoing lying within the property described in
Exhibit A annexed hereto.

2. This Lease shall be for a term of 5 years and shall
commence either (a) the date on which Tenant actually starts
construction on the Premises or (b) two years from the date of this
Lease, whichever occurs first.

3. Tenant shall pay Landlord an annual rental of \$ _____
payable in equal monthly installments of \$ _____ each, in
advance, on the first day of each and every month during the term

PETITIONER'S
EXHIBIT 7

- 2 -

hereof, commencing on the commencement date of the Lease as provided
for in Paragraph 2. In the event the commencement date is not the
first day of the month, the rent for said month shall be apportioned.

This Lease is made in consideration of the sum of One Hundred
Dollars (\$100.00), the receipt of which is hereby acknowledged by
Landlord. Such sum shall not be applied toward the initial monthly
lease payments upon commencement of the Lease.

4. Tenant shall have the option to renew and extend the term
of this Lease upon the same terms and conditions, except a
specifically stated herein, for three (3) successive periods of five
(5) years each. Tenant shall exercise any one or more of said
options by giving written notice of such election to Landlord at any
time.

In addition, it is agreed to by the parties that the rental
payments shall increase by five percent (5%) at the time of each
renewal period.

5. Tenant shall have the right to fence the Premises but
Tenant agrees not to fence the right of way. Tenant may enter upon
the Premises and adjacent lands of Landlord from and after the date
of execution of this Lease by Landlord for the purpose of making
surveys and conducting soil, engineering and other tests and may cut
or trim the trees on the Premises or any adjacent lands of Landlord
in connection therewith. Tenant shall have the right to clear and
thereafter to keep clear the Premises, the right of way, and any
utility easement areas, of trees, bushes, rocks and crops. If the
construction or maintenance of the tower results in damage to any
adjacent lands of Landlord (other than as set forth herein) Tenant
shall pay Landlord for such damage.

6. Landlord agrees to pay promptly when due all taxes and
assessments levied or imposed against the lands of Landlord and make
all payments under any mortgage affecting the same and in the event
Landlord fails to do so, Tenant shall have the right (but not the
obligation) to protect its interest hereunder by paying said taxes,
assessments, or making such mortgage payments and to deduct any
amount so paid from the payments of rent due hereunder.

7. Tenant shall have the right, at any time, and from time to
time, during the term of this Lease (or any renewal or extension
hereof) to assign this Lease, or sublet the Premises, in whole or in
part, without Landlord's consent.

8. Landlord agrees that Tenant may peacefully and quietly
enjoy the Premises, the right of way and easements granted hereunder
subject, however, to the terms, covenants and conditions contained
in this Lease. All of the terms, covenants and conditions hereof

- 3 -

shall inure to the benefit of and shall be binding upon the heirs,
executors, administrators, successors and assigns of the respective
parties hereto and shall be deemed to run with the land.

9. Tenant shall not be deemed in default under this Lease
until Landlord has given Tenant at least thirty (30) days written
notice of any default hereunder and Tenant has failed to cure the
same within thirty (30) days after receipt of such notice.

10. Tenant shall have the right to cancel this Lease upon
ninety (90) days written notice to Landlord. Upon the exercise of
such right by Tenant this Lease shall become null and void and
neither party will have any further obligation to the other.

11. All buildings, fixtures, towers, improvements and
equipment erected, located, placed or constructed by Tenant or its
assigns upon the Premises, and the right of way, shall remain
personal property of Tenant or its assigns regardless of the manner
or mode of attachment and shall be removed by Tenant or its assigns
at any time during the term of this Lease (including any renewal or
extension term) or within 60 days thereafter. Landlord hereby
expressly waives any and all Landlord's liens or claim of such on
said buildings, fixtures, towers, improvements and equipment.

12. Tenant shall pay all increases in real estate taxes
affecting the Premises from improvements constructed thereon by
Tenant.

13. Tenant agrees to indemnify and save harmless Landlord from
and against any and all claims, liability, damage or loss to
persons, including loss of life, or to property, which may arise out
of Tenant's use or occupancy of the Premises, or out of any act of
Tenant, its employees, agents and invitees.

14. Landlord represents to Tenant that Landlord is the owner
of the Premises and the lands immediately adjacent thereto which
comprise the easements and the rights of way and that such
ownership is free and clear of all liens and encumbrances other than
those which do not interfere with Tenant's use and operations of the
Premises, and that Landlord has the lawful right and authority to
execute this Lease and grant such easements and rights of way.
Tenant may, after the execution of this Lease by Tenant, obtain an
abstract or preliminary title report from a title insurance company
of its choice. If the state of title as indicated by said abstract
or preliminary title report shall show any liens or encumbrances
which interfere with Tenant's use and operation of the Premises,
Tenant shall have the right to either (a) discharge such liens or
encumbrances of record, if possible, and deduct the cost thereof
from the payments of rent to become due hereunder, or (b) cancel

- 4 -

this Lease upon written notice to Landlord. Landlord agrees to
cooperate with Tenant in curing such title defects.

15. Landlord agrees to execute and deliver a memorandum of
this Lease in recordable form, upon the request of Tenant, and to
execute and deliver such other documents, amendments and agreements,
such as, but not limited to, easements, licenses and zoning and
building applications, as Tenant shall require for the proper
conduct of its business and in order to carry out the purpose and
intent of this Lease, so long as such documents, amendments and
agreements are not inconsistent with and do not materially change
the general intent of this Lease.

IN WITNESS WHEREOF, this Lease has been executed as of the day
and year first above written.

Witness: LANDLORD:

TENANT:
MCI TELECOMMUNICATIONS CORPORATION

Attest: By: Thomas L. Leasing
C. Bolton-Smith, Jr. Senior Vice President
Assistant Secretary

(Acknowledgements Attached)

Exhibit A - Legal Description

It is understood and agreed to by the parties that the Exhibit
A referred to in the Lease evidencing the boundaries of the Lease
Premises and the tower, equipment and other fixtures to be located
thereon will be attached to and made a part of this Lease as soon as
it is made available by Tenant's surveyors.

AGREED AND ACCEPTED:

LANDLORD:

TENANT:

MCI TELECOMMUNICATIONS CORPORATION

Thomas L. Leasing
Senior Vice President

ACKNOWLEDGEMENT OF LANDLORD

STATE OF MARYLAND)
COUNTY OF)

I hereby certify that on this day of the year of 19 , before the subscriber, a Notary Public, personally appeared , and acknowledged the foregoing instrument to be his (their) act.

My commission expires

(NOTARIAL SEAL) _____
Notary Public

ACKNOWLEDGEMENT OF TENANT

CITY OF WASHINGTON)
DISTRICT OF COLUMBIA)

I hereby certify that on this day of the year of 19 , before the subscriber, a Notary Public, personally appeared , President of MCI Telecommunications Corporation, and on behalf of said corporation did acknowledge the foregoing instrument to be the act and deed of

My commission expires

(NOTARIAL SEAL) _____
Notary Public

L. ROBERT EVANS
HARRIS JAMES GEORGE
ALICE J. BROWN

LAW OFFICES
EVANS, GEORGE & SOLED
507 ALEX. BROWN & SONS BUILDING
102 WEST PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204
(410) 288-0800

February 18, 1983

Ms. Jean M.H. Jung
Deputy Zoning Commissioner of
Baltimore County
Zoning Office
County Office Building
Towson, Maryland 21204

RE: Case No: 83-165-XA;
Petitions for Special Ex-
ceptions and Variance:
Raymond J. Marocco, et al,
Petitioner

Dear Madam Commissioner:

You will no doubt recall that February 11, 1983, was the day on which "The Great Blizzard of 1983", occurred, in spite of which we proceeded to hearing on the above-captioned case. Several witnesses were unable to attend, one of whom was Woodrow W. Johnson. I proffered Mr. Johnson's testimony to the effect that he and his wife were in favor of the granting of the Petitions, as signified by the agreement between Woodrow W. Johnson and Corinne D. Johnson and the MCI Telecommunications Corporation, which was admitted into evidence as Petitioner's Exhibit No. 4. I also proffered that it was only because of the blizzard that Mr. Johnson had not attended the hearing in person and so testified.

You asked that I supply you with written verification of Mr. Johnson's approval of the Petitions, and, accordingly, I enclose herewith a letter dated February 17, 1983, which complies with your request.

I hope, in view of Mr. Johnson's approval and the evidence presented on the date of the hearing, that you will approve both the Petition for Special Exception and the Petition for Variance. Both are of course required in order to go forward with this project.

Ms. Jean M.H. Jung
February 18, 1983
Page 2

Many thanks.

Respectfully,
EVANS, GEORGE & SOLED
Harris James George
Harris James George

HJG/db

cc: Mr. and Mrs. Woodrow W. Johnson

17441 Troyer Road
Monkton, Md. 21111
February 17, 1983

Mr. Harris James George
Attorney at Law
102 W. Pennsylvania Ave.
Towson, Md. 21204

Dear Sir:

I am indeed satisfied with the proposed erection or construction of a Microwave Communication Station, at the proposed sight stated in the agreement between Woodrow W. Johnson & Corinne D. Johnson and M.C.I. Telecommunication Corporation.

I am in full accordance with seven (7) of the eight (8) terms and conditions in this agreement. The terms and/or conditions one (1) through seven (7) are satisfactory, but however there is an incorrect mailing address in the eighth term. The incorrect mailing address stated in the said agreement is as follows:

To Johnson

Woodrow & Corinne Johnson
Troyer Road
Towson, Md. 21204

This mailing address should be corrected to read as follows:

To Johnson

Woodrow & Corinne Johnson
17441 Troyer Road
Monkton, Md. 21111

RECEIVED
FEB 18 1983

Woodrow W. Johnson
Woodrow W. Johnson

WMJ:cdj

January 31, 1983

Harris George, Esquire
102 W. Pennsylvania Avenue
Towson, Maryland 21204

**RESCHEDULED
NOTICE OF HEARING**

Re: Petitions for Special Exception and Variance
Begin: 433' W of Troyer Rd., 1,665' S of the
C/L of McComas Rd.
Raymond J. Marocco, et al - Petitioners
Case No. 83-165-XA

TIME: 10:15 A.M.

DATE: Friday, February 11, 1983

PLACE: Room 106, County Office Building, 111 West

Chesapeake Avenue, Towson, Maryland

cc: Mr. Robert McManis
MCI Telecommunications
4381 Industrial Access Road
Douglasville, Georgia

Harris James George
HARRIS JAMES GEORGE
ZONING COMMISSIONER OF
BALTIMORE COUNTY

PETITION FOR SPECIAL EXCEPTION AND VARIANCE

10th Election District

ZONING: Petition for Special Exception and Variance
LOCATION: Beginning 622 ft. West of Troyer Road, 1,665 ft. South
of the centerline of McComas Road
DATE & TIME: Tuesday, January 25, 1983 at 10:15 A.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 wireless transmitting or receiving facility (telephone relay transmission tower) and Variance to permit a minimum setback of 5 ft. from any property line instead of the required 35 ft.

The Zoning Regulations to be excepted as follows:
Section 1A01.3.B.3 - minimum setback from any property line other than a street line in an R.C. 2 zone

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

Being the property of Raymond J. Marocco, et al, as shown on plat plan filed with the Zoning Department.

Hearing Date: Tuesday, January 25, 1983 at 10:15 A.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



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

WILLIAM E. HAMMOND
ZONING COMMISSIONER

February 23, 1983

Harris J. George, Esquire
507 Alex Brown Building
102 West Pennsylvania Avenue
Towson, Maryland 21204

RE: Petitions for Special Exception and Variance
Beginning 622' W of Troyer Road, 1,665' S
of the centerline of McComas Road - 10th
Election District
Raymond J. Marocco, et ux - Petitioners
NO. 83-165-XA (Item No. 8/)

Dear Mr. George:

I have this date passed my Orders in the above referenced matter in accordance with the attached.

Very truly yours,
Jean M.H. Jung
JEAN M.H. JUNG
Deputy Zoning Commissioner

JMH3/srl

Attachments

cc: John W. Hessian, III, Esquire
People's Counsel

LINE 5072 PAGE 149

AGREEMENT OF RIGHT-OF-WAY

THIS AGREEMENT OF RIGHT-OF-WAY, made this 11th day of February, 1970, between RAYMOND J. MAROCCO and PIO J. MAROCCO, co-partners, of Baltimore City, Maryland, of the first part, and WOODROW W. JOHNSON and L. LITTE D. JOHNSON, his wife, of Baltimore County, Maryland, of the second part.

WHEREAS, RAYMOND J. MAROCCO and PIO J. MAROCCO, co-partners, are the owners of a tract of land situate in Baltimore County, State of Maryland, which they acquired by Deed from George M. Hooper, widower, dated September 3, 1957 and recorded among the Land Records of Baltimore County in Liber GLB 3222, Folio 516, said tract of land abutting on Troyer Road, a public thoroughfare in Baltimore County, Maryland, and

WHEREAS, WOODROW W. JOHNSON is the owner of a tract of land situate in Baltimore County, Maryland acquired from Josephine Johnson on June 8, 1956 and recorded among the Land Records of Baltimore County in Liber GLB 3946, Folio 440, which tract of land abuts on the tract of land owned by RAYMOND J. MAROCCO and PIO J. MAROCCO, co-partners, set forth hereinabove, and

WHEREAS, the tract of land owned by WOODROW W. JOHNSON is an interior parcel of ground with no ingress or egress to a public thoroughfare in Baltimore County, Maryland, and

WHEREAS, it is the desire of WOODROW W. JOHNSON to obtain a right of ingress and egress for his said interior lot of ground across the exterior tract of land owned by RAYMOND J. MAROCCO and PIO J. MAROCCO to Troyer Road, a public thoroughfare of Baltimore County, Maryland, and

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 11th day of February, 1970.

PETITIONER'S
EXHIBIT 3

WHEREAS, RAYMOND J. MAROCCO and PIO J. MAROCCO have agreed to grant unto WOODROW W. JOHNSON a right-of-way over their tract of land from the interior tract of land of WOODROW W. JOHNSON to Troyer Road, subject to the following conditions and restrictions as set forth hereinafter.

NOW, THEREFORE, THIS AGREEMENT OF RIGHT-OF-WAY WITNESSETH, that for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the said RAYMOND J. MAROCCO and PIO J. MAROCCO, co-partners, do grant and convey unto the said WOODROW W. JOHNSON and CORINNE D. JOHNSON, his wife, as tenants by the entireties, their assigns, the survivor of them and the survivor's heirs and assigns the right-of-way and easement situate and lying in Baltimore County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point on the westerly Right-of-way line of Troyer Road, 40' wide, said point of beginning being in the 4th or northwesterly 546.53' line of the land which by Deed dated September 3, 1957 and recorded among the Land Records of Baltimore County, in Liber GLB 3222, folio 516, was conveyed by George M. Hooper, widower, to Raymond J. Marocco and Pio J. Marocco, co-partners, at the distance of 58.24' from the beginning of said 4th line, thence leaving Troyer Road and leaving the outline of the aforesaid deed and running on the center of the aforesaid 20' Right-of-way the 6 following courses and distances, as now surveyed: 1) 86° 07' 39" W 697.61'; 2) N87° 41' 00" W 51.61'; 3) S89° 28' 19" W 50.06'; 4) S78° 23' 11" W 30.52'; 5) S72° 27' 13" W 28.84'; 6) S58° 26' 09" W 77.09' to intersect the 13th or S22° 48' 40" E 458.55' line of the aforesaid deed at the distance of 38.45' from the beginning of said 13th line, and to intersect the 4th or N25° 00' W 28 perch line of the land which by deed dated June 8, 1956 and recorded among the Land Records of Baltimore County in Liber GLB 2946, folio 440, was conveyed by Josephine Johnson, widow, to Woodrow W. Johnson, at the distance of 38.45' from the end of said 4th line.

THE above described 20' Right-of-Way runs through the land which by deed dated September 3, 1957 and recorded among the Land Records of Baltimore County in Liber GLB 3222, folio 516, was conveyed by George M. Hooper, widower, to Raymond J. Marocco and Pio J. Marocco, co-partners.

AGREEMENT FOR JOINT USE OF ACCESS ROAD

THIS AGREEMENT made and entered into this 10th day of February 1983, by and between Woodrow W. Johnson and Corinne D. Johnson, his wife, hereinafter called "Johnson", and MCI Telecommunications Corporation, hereinafter called "MCI".

WITNESSETH:

WHEREAS, pursuant to that certain Right of Way Agreement from Raymond J. Marocco and Pio J. Marocco, co-partners, to Woodrow W. Johnson and Corinne D. Johnson, his wife, dated February 11, 1970, in Liber 5072, Folio 149, recorded February 17, 1970, in Baltimore County, Maryland, Johnson was permitted certain rights over, upon, and across a portion of the lands of the Marocco's, including a strip of land twenty (20) feet in width (hereinafter called "Road") situated in Baltimore County, Maryland including the right to construct, operate, maintain, replace, and remove a communications system upon, over, under such twenty (20) foot strip of land more particularly described in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, MCI has leased a certain parcel of land from Raymond J. Marocco and Pio J. Marocco, for the erection of a microwave communications station (hereinafter called "Leased Parcel"); and

WHEREAS, MCI desires to use said road; and

WHEREAS, Johnson is willing to permit MCI the use of said road subject to the terms and conditions contained in this Agreement;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. (a) Johnson is willing to permit MCI, its successors and assigns, including without limiting the generality thereof, any occupant or tenant of the Leased Parcel or of any portion thereof (hereinafter collectively called "Benefitted Users") a perpetual right to use said road for unrestricted ingress and egress from and to the Leased Parcel.

(b) MCI shall repair and maintain, at its sole risk, cost and expense, any and all damage to the road and appurtenances thereto, caused by MCI's use or Johnson's ordinary and normal wear and tear.

(c) For the purpose of this agreement (i) any and all use of said road by the employees, agents, contractors, permittees, licensees and business invitees of MCI shall be deemed use of said road by MCI, and (ii) each contractor, permittee, licensee and business invitee of MCI using said road shall be deemed an agent of MCI.

(d) MCI shall indemnify and hold harmless Johnson from any and all liability because of (i) bodily injury, including, but not limited to, death resulting therefrom, and (ii) injury to or destruction of property including, but not limited to loss of use thereof, caused by or in any way arising out of or resulting from or attributable to use of the said road or any part thereof or any appurtenance thereto regardless of the negligence of Johnson, except where such liability is caused by the sole negligence or willful misconduct of Johnson; and MCI shall, at Johnson's request, defend Johnson against any and all such liability or claims of such liability.

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

TO HAVE AND TO HOLD the said right-of-way, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said WOODROW W. JOHNSON and CORINNE D. JOHNSON, his wife, as tenants by the entireties, their assigns, the survivor of them and the survivor's heirs and assigns.

The granting of the said right-of-way and easement is subject to the following conditions and restrictions:

1. The right-of-way set forth herein shall be available for use, in common, by both of the parties hereto and by such other parties as shall possess, now or in the future, possessory rights in any part or parcel of the tracts of land presently owned by the parties of the first part and parties of the second part.

2. The parties of the first part, their grantees or assignees, are granted the right and privilege, at any time in the future, to widen the granted right-of-way from the 20' width set forth herein to a 30' width, such widening to be at the expense of the parties of the first part, their grantees and assignees.

3. The parties of the first part have the right and privilege, at any time in the future, to close this granted right-of-way, provided, however, that the parties of the first

2. MCI shall prior to construction of said Microwave Communication Station improve said road with gravel, ditches and culverts where needed the distance as described by the attached Exhibit "A". After construction MCI shall further improve said road with a surface of bituminous paving.

3. MCI shall put a gate at both ends of said road with the Marocco's, Johnson's and MCI being provided keys to the gate leaving Troyer Road at the east end of said road. The other gate will not require locks.

4. Johnson acknowledges receipt from MCI of One Dollar (\$1.00) in consideration of Johnson's agreement to grant MCI the use of said road, the use of said road to become effective as of the date of such payment. Such payment shall be in full consideration for the conveyance of said right to use the road.

5. (a) No provision of this Agreement is intended to give, nor shall any provision be construed as giving, MCI permission to use any real property, public or private, traversed by said road. Permission hereby given is only to the extent of Johnson's rights in said land.

(b) MCI hereby warrants that it has obtained from all owners of the real property, public and private, traversed by said road all permits, licenses, rights or other authorizations necessary for the use thereof by MCI.

6. The provisions of this Agreement shall have no effect on the rights granted to Johnson pursuant to the aforesaid Right of Way Agreement dated February 11, 1970.

7. Further this Agreement for Joint Use of Access Road is contingent upon approval by the Baltimore County Zoning Administration for MCI's use of Marocco's property for the erection of the microwave communications station, therefore, non-approval voids this Agreement.

8. All notices or demands herein provided to be given or made or which may be given or made by either party hereto to the other shall be deemed to have been duly given or made when made in writing and deposited in the United States Mail, postage thereon prepaid, and addressed as follows:

To Johnson:

Woodrow & Corinne Johnson
Troyer Road
Towson, Maryland 21204

To MCI:

MCI Telecommunications Corporation
1133 19th Street, N.W.
Washington, D. C. 20036

Attention: Law Department
Real Estate Administrator

The address to which notices or demands may be given or made by either party may be changed by written notice given by such party to the other.

DATE: February 10, 1983

MCI TELECOMMUNICATIONS CORPORATION

By: Woodrow W. Johnson
Woodrow W. Johnson
Corinne D. Johnson
Husband and wife

By: William E. Conway
Senior Vice President

part, at their sole expense, provide another right-of-way and build thereon a permanent road, in a site of their own choosing, which new right-of-way and improved road thereon will provide a means of ingress and egress for the property of the parties of the second part to Troyer Road. The parties agree that the ingress and egress facilities of the parties of the second part shall not be interfered with during the siting and construction of the said alternate right-of-way. The parties further agree that the terminal of said alternate right-of-way on Troyer Road and on the property of the parties of the second part shall be located by the parties of the first part so as to afford the parties of the second part reasonable ingress and egress from their property to Troyer Road.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of the parties hereto.

WITNESS:

Raymond J. Marocco (SEAL)
RAYMOND J. MAROCCO
Pio J. Marocco (SEAL)
PIO J. MAROCCO
Co-partners
Woodrow W. Johnson (SEAL)
WOODROW W. JOHNSON
Corinne D. Johnson (SEAL)
CORINNE D. JOHNSON

STATE OF MARYLAND)
COUNTY OF) S.S.:

I hereby certify that on this 10th day of February, in the year of 1983, before the subscriber, a Notary Public, personally appeared WOODROW W. JOHNSON and CORINNE D. JOHNSON and acknowledged the foregoing instrument to be their act.

My Commission Expires: July 1984

(NOTARIAL SEAL)

Anthony J. Dees
Notary Public

CITY OF WASHINGTON)
DISTRICT OF COLUMBIA) S.S.:

I hereby certify that on this day of , in the year of 1983, before the subscriber, a Notary Public, personally appeared Senior Vice-President of MCI Telecommunications Corporation, and on behalf of said corporation did acknowledge the foregoing instrument to be the act and deed of

My Commission Expires:

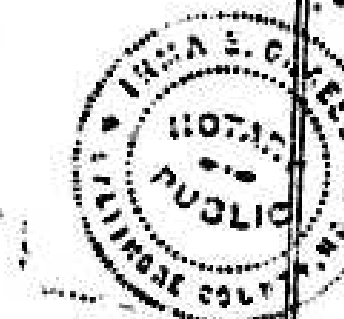
(NOTARIAL SEAL)

Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

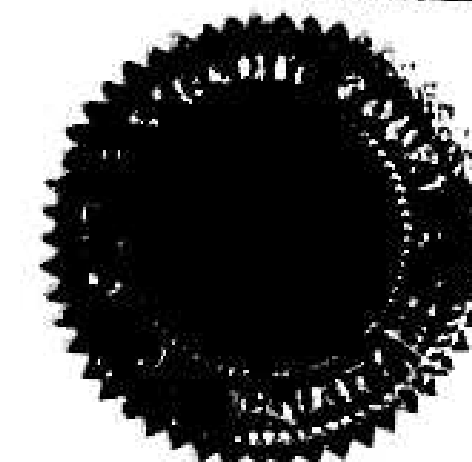
I HEREBY CERTIFY, that on this 11th day of Feb. in the year one thousand nine hundred and seventy, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Raymond J. Marocco and Pio J. Marocco, co-partners, and Woodrow W. Johnson and Corinne D. Johnson, his wife, the above named parties and they acknowledged the foregoing Agreement to be their act.

WITNESS my hand and Notarial Seal.



Recorded FEB 17 1970 at 11:15
Lib. & Notary Seal, Class
Baltimore County, Md.
Notary Seal

AGREEMENT FOR JOINT USE OF ACCESS ROAD
Recorded in Liber 5072
Page 149 of 150
Baltimore County



IN TESTIMONY WHEREOF I have set my hand and with the seal of the Court Clerk for Baltimore County, on this 11th day of Feb. 1983
Anthony J. Dees

EXHIBIT "A"

BEGINNING for the same at a point on the westerly Right-of-way line of "Troyer Road, 40' wide, said point of beginning being in the 4th or northwesterly 546.53' line of the land which by Deed dated September 3, 1957 and recorded among the Land Records of Baltimore County, in Liber GLB 3222, folio 516, was conveyed by George M. Hooper, widower, to Raymond J. Marocco and Pio J. Marocco, co-partners, at the distance of 58.24' from the beginning of said 4th line, thence leaving Troyer Road and leaving the outline of the aforesaid deed and running on the center of the aforesaid 20' Right-of-way the 6 following courses and distances, as now surveyed: 1) 86° 07' 39" W 697.61'; 2) N87° 41' 00" W 51.61'; 3) S89° 28' 19" W 50.06'; 4) S78° 23' 11" W 30.52'; 5) S72° 27' 13" W 28.84'; 6) S58° 26' 09" W 77.09' to intersect the 13th or S22° 48' 40" E 458.55' line of the aforesaid deed at the distance of 38.45' from the beginning of said 13th line, and to intersect the 4th or N25° 00' W 28 perch line of the land which by deed dated June 8, 1956 and recorded among the Land Records of Baltimore County in Liber GLB 2946, folio 440, was conveyed by Josephine Johnson, widow, to Woodrow W. Johnson, at the distance of 38.45' from the end of said 4th line.

THE above described 20' Right-of-Way runs through the land which by deed dated September 3, 1957 and recorded among the Land Records of Baltimore County in Liber GLB 3222, folio 516, was conveyed by George M. Hooper, widower, to Raymond J. Marocco and Pio J. Marocco, co-partners.

PETITIONER'S
EXHIBIT 4

December 29, 1982

Harris George, Esquire
102 W. Pennsylvania Avenue
Towson, Maryland 21204

NOTICE OF HEARING

Re: Petitions for Special Exception and Variance
Begin. 622' W of Troyer Rd., 1,648' S of the
c/l of McGowan Rd.
Raymond J. Marocco, et al - Petitioners
Case No. 83-165-XA

TIME: 10:15 A.M.

DATE: Tuesday, January 25, 1983

PLACE: Room 106, County Office Building, 111 West

Chesapeake Avenue, Towson, Maryland

cc: Mr. Robert McChis
MCI Telecommunications
4861 Industrial Access Road
Doughville, Georgia


ZONING COMMISSIONER OF
TOWSON COUNTY

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

No. 111273

DATE: 1/16/83 ACCOUNT: R-01-615-000

AMOUNT: 207.00

RECEIVED FROM: 
FOR: 
132*****2000010 8278A

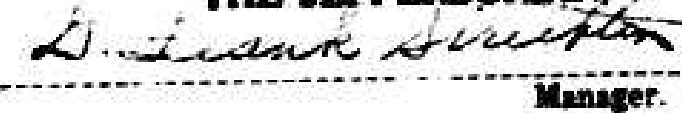
VALIDATION OR SIGNATURE OF CARRIER

CERTIFICATE OF PUBLICATION

TOWSON, MD. January 27, 1983

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 before the 11th day of February, 1983, the first publication appearing on the 27th day of January, 1983.

THE JEFFERSONIAN


Manager.

Cost of Advertisement, \$



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

WILLIAM E. HAMMOND
ZONING COMMISSIONER

January 14, 1983

Harris George, Esquire
102 W. Pennsylvania Avenue
Towson, Maryland 21204

Re: Petitions for Special Exception & Variance
Begin. 622' W of Troyer Rd., 1,648' S of
the c/l of McGowan Rd.
Raymond J. Marocco, et al - Petitioners
Case No. 83-165-XA

Dear Mr. George:

This is to advise you that \$74.00 is due for advertising and posting of the above property.

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

Very truly yours,


WILLIAM E. HAMMOND
Zoning Commissioner

WEH:aj

cc: Mr. Robert McChis
MCI Telecommunications
4861 Industrial Access Road
Doughville, Georgia

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

No. 115010

DATE: 2/10/83 ACCOUNT: R-01-615-000

AMOUNT: \$74.00

RECEIVED FROM: Harris George, Esquire
FOR: Advertising & Posting Case No. 83165-XA
(Raymond J. Marocco, et al)
0 076*****745010 8112A

VALIDATION OR SIGNATURE OF CARRIER

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

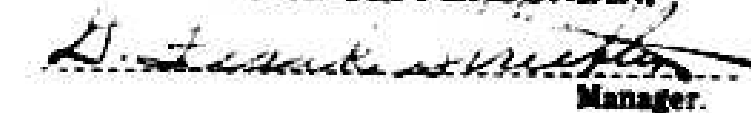
District: 10 Date of Posting: 1/14/83
Posted for: 
Petitioner: Raymond J. Marocco, et al
Location of property: Beginning 622' W of Troyer Rd.,
1,648' S of c/l of McGowan Rd.
Location of Sign: facing Troyer Rd. at lane.
Remarks:
Posted by: Dean D. Hoffman Date of return: 1/14/83
Number of Signs: 2

CERTIFICATE OF PUBLICATION

TOWSON, MD. January 6, 1983

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 before the 25th day of January, 1983, the first publication appearing on the 6th day of January, 1983.

THE JEFFERSONIAN


Manager.

Cost of Advertisement, \$

CERTIFICATE OF PUBLICATION

TOWSON, MD. 1/7 1983

THIS IS TO CERTIFY, that the annexed advertisement was published in THE TOWSON TIMES, a weekly newspaper distributed in Towson, Baltimore County, Md., once a week for 1 successive weeks, the first publication appearing on the 5th day of January 1983.

THE TOWSON TIMES


Manager.

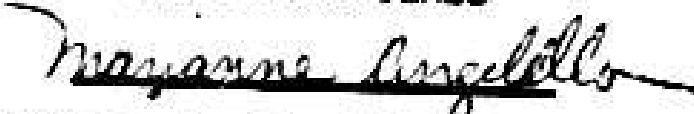
Cost of Advertisement, \$ 33.30

CERTIFICATE OF PUBLICATION

TOWSON, MD. 2/1 1983

THIS IS TO CERTIFY, that the annexed advertisement was published in THE TOWSON TIMES, a weekly newspaper distributed in Towson, Baltimore County, Md., once a week for 1 successive weeks, the first publication appearing on the 20th day of January 1983.

THE TOWSON TIMES


Manager.

Cost of Advertisement, \$ 33.30

