

F. Michael Grace, Esquire
21 Melrose Avenue
Catonsville, Md. 21228

September 27, 1985

NOTICE OF HEARING

RE: PETITION FOR SPECIAL HEARING
N/S Elm Rd., 165' W/centerline
of Carville Rd. (1320 Elm Road)
13th Election District
William Cromer, et ux - Petitioners
Case No. 86-177-SPH

TIME: 11:15 a.m.

DATE: Monday, October 28, 1985

PLACE: Room 106, County Office Building, 111 West Chesapeake
Avenue, Towson, Maryland

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

No. 007414

DATE: 7/30/85 ACCOUNT: 01-615-000

AMOUNT: \$ 100.00

RECEIVED FROM: F. Michael Grace

FOR: S.H. # 40

VALIDATION OR SIGNATURE OF CASHIER

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

October 7, 1985

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

F. Michael Grace, Esquire
21 Melrose Avenue
Catonsville, Maryland 21228

RE: Item No. 40 - Case No. 86-177-SPH
Petitioners - William Cromer, et ux
Special Hearing Petition

Dear Mr. Grace:

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.

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 comment that is 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,

James E. Dyer

JAMES E. DYER
Chairman
Zoning Plans Advisory Committee

JED:nrr

Enclosures

BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
TOWSON, MARYLAND 21204
494-3011
NORMAN E. GERBER
DIRECTOR

OCTOBER 7, 1985

Mr. Arnold Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Zoning Advisory Meeting of August 13, 1985
Item #40
Property Owner: WILLIAM CROMER, et ux
Location: NW/S Elm Rd. 165' W. of E
OF CARVILLE AVE.

Dear Mr. Jablon:

The Division of Current Planning and Development has reviewed the subject petition and offers the following comments. The items checked below are applicable.

- (X) There are no site planning factors requiring comment.
- () A County Review Group Meeting is required.
- () A County Review Group meeting was held and the minutes will be forwarded by the Bureau of Public Services.
- () This site is part of a larger tract; therefore it is defined as a subdivision. The plan must show the entire tract.
- () A record plat will be required and must be recorded prior to issuance of a building permit.
- () The access is not satisfactory.
- () The circulation on this site is not satisfactory.
- () The parking arrangement is not satisfactory.
- () Parking calculations must be shown on the plan.
- () This property contains soils which are defined as wetlands, and development on these soils is prohibited.
- () Construction in or alteration of the floodplain is prohibited under the provisions of Section 22-98 of the Development Regulations.
- () Development of this site may constitute a potential conflict with the Baltimore County Master Plan.
- () The amended Development Plan was approved by the Planning Board on []
- () Landscaping: Must comply with Baltimore County Landscape Panel.
- () The property is located in a deficient service area as defined by Bill 178-79. No building permit may be issued until a Reserve Capacity Use Certificate has been issued. The deficient service is []
- () The property is located in a traffic area controlled by a "top level" intersection as defined by Bill 178-79, and as conditions change traffic capacity may become more limited. The Basic Services Areas are re-evaluated annually by the County Council.
- (X) ANY FUTURE EXPANSION OF SITE MUST COMPLY TO ALL APPLICABLE COUNTY REGULATIONS & STANDARDS.

cc: James Howell

Eugene A. Bober
Chief, Current Planning and Development

BALTIMORE COUNTY
DEPARTMENT OF TRAFFIC ENGINEERING
TOWSON, MARYLAND 21204
494-3550
STEPHEN E. COLLINS
DIRECTOR

August 28, 1985

Mr. Arnold Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Item No. -ZAC- August 13, 1985
Property Owner:
Location:
Existing Zoning:
Proposed Zoning:

Acres:
District:

Dear Mr. Jablon:

The Department of Traffic Engineering has no comments for items number 38, 39, 40, 41, 42, 44, 45, and 46.

Michael S. Flanigan

Michael S. Flanigan
Traffic Engineering Associate II

SEC/MSF/bmr

BALTIMORE COUNTY
FIRE DEPARTMENT
TOWSON, MARYLAND 21204-2586
494-4500

PAUL H. REINCKE
CHIEF

August 20, 1985

Mr. Arnold Jablon
Zoning Commissioner
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204

Attention: Nick Comodori, Chairman
Zoning Plans Advisory Committee

RE: Property Owner: William Cromer, et ux

Location: NW side Elm Road, 165' W of centerline of Carville Avenue

Item No.: 40 Zoning Agenda Meeting of August 13, 1985

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.

- (X) 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.

- () 7. The Fire Prevention Bureau has no comments, at this time.

REVIEWER: *Paul H. Reincke* Noted and Approved: *Roy W. Kemmer*
Planning Group Fire Prevention Bureau
Special Inspection Division

/mb

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

August 26, 1985

TED ZALESKI, JR.
DIRECTOR

Mr. Arnold Jablon, Zoning Commissioner
Office of Planning and Zoning
Towson, Maryland 21204

Dear Mr. Jablon:

Comments - Item # 40 Zoning Advisory Committee Meeting are as follows:

Property Owner: William Cromer, et ux
Location: NW side Elm Road, 165' W of c/l of Carville Avenue
District: 13th.

APPLICABLE STANDARDS ARE CIRCLED:

- (X) All structures shall conform to the Baltimore County Building Code as adopted by Council Bill 87-85, the Maryland Code for the Handicapped and Aged (A.M.S.I., §11-74 - 1980) and other applicable Codes and Standards.

- (X) A building and other miscellaneous permits shall be required before the start of any construction.

- () Residential: Two sets of construction drawings are required to file a permit application. The seal of a registered in Maryland architect or Engineer is/is not required on plans and technical data.

- () Commercial: Three sets of construction drawings sealed and signed by a registered in Maryland Architect or Engineer shall be required to file with a permit application. Reproduced seals are not acceptable.

- () All One Group except Det. Single Family Detached Dwellings require a minimum of 1 hour fire rating for exterior walls closer than 6'-0" to an interior lot line. But the Group require a one hour wall if closer than 3'-0" to an interior lot line. Any wall built on an interior lot line shall require a fire or party exterior wall within 3'-0" of an interior lot line.

- () The structure does not appear to comply with Table 505 for permissible height/area. Reply to the requested variance by this office cannot be considered until the necessary data pertaining to height/area and construction type is provided. See Table 401 and 505 and have your Architect/Engineer contact this department.

- () The requested variance appears to conflict with Section(s) _____ of the Baltimore County Building Code.

- () When filing for a required change of Use/occupancy Permit, an alteration permit application shall also be filed along with three sets of acceptable construction plans indicating how the existing structure is to be altered in order to comply with the Code requirements for the new use. Maryland Architectural or Engineer seals are usually required. The change of the Group are from Use _____ to Use _____ or Mixed Use _____ See Section 102 of the Building Code.

- () The proposed project appears to be located in a Flood Plain, Flood/Revised. Please see the attached copy of Section 516.0 of the Building Code as adopted by Bill 87-85. Site plans shall show the correct elevations above sea level for the lot and the finished floor levels including basement.

- (X) Comments: Building shall comply with Section 1405.5.3 even though a non-conforming use, this and similar requirements have been in the Building Code since November of 1956. All exits shall be in compliance with the Code. Smoke detectors are required in the residential areas.

- () These abbreviated 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 desired the applicant may obtain additional information by visiting Room 102 of the County Office Building at 111 W. Chesapeake Avenue, Towson, Maryland 21204.

1/27/85

Charles F. Lumb
By: C. F. Lumb, Chief
Building Plan Review

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Mr. Arnold Jablon
Zoning Commissioner

Date: October 21, 1985

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

SUBJECT: Zoning Petitions No. 86-177-SPH and 86-182-SPH

In view of the subject of these petitions, this office offers no comments.

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

NEG:JGH:slm

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: James E. Dyer

Date: September 10, 1985

FROM: James H. Thompson

Item #40
SUBJECT: William and Frances Cramer-Petitioners

The above referenced petition is at present an active violation case, C-85-983. When this matter is scheduled, please notify:

Gustav Groszer
1319 Elm Road
Baltimore, Maryland 21227

JHT:ech

PETITIONER'S EXHIBIT

This Deed, Made this 30th day of June, 1985, in the year one thousand nine hundred and eighty-two, by and between NAOMI R. LANE,

of Baltimore County, in the State of Maryland, of the first part, and WILLIAM CROMER and FRANCES G. CROMER, his wife,

of the second part

Witnesseth, That in consideration of the sum of SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00) and other good and valuable considerations, the receipt of which is hereby acknowledged,

the said Naomi R. Lane

do as grant and convey unto the said William Cromer and Frances G. Cromer, his wife, as tenants by the entireties, their assigns, the survivor, 9.00

DEED 9.00
ENK TR 7 659.00
M12999 0001 102 11453
06/30/85

heirs and assigns, in fee simple, all that lot of ground, situate, lying and being in the Thirteenth Election District of Baltimore County, State of Maryland, aforesaid, and described as follows, that is to say:-

Beginning for the same on the northwest side of Elm Road at a point distant 145 feet westerly from the corner formed by the intersection of the north side of Elm Road and the west side of Carville Avenue, said place of beginning being at the northwest corner of Elm Road and a 20 foot alley there situate, and running thence southwesterly binding on the northwest side of Elm Road 50 feet 10 1/2 inches to the division line between Lots Nos. 156 and 157 as shown on the plat hereinafter referred to, and thence northerly along said division line 150 feet more or less to the south side of an alley 10 feet wide laid out for the use of lots belonging to Charles C. Rittenhouse and Mary S.K. Rittenhouse, his wife, and fronting on the north side of Elm Road, thence easterly along the south side of said 10 foot alley with the use thereof in common 50 feet to the west side of the 20 foot alley hereinabove referred to, thence southerly binding on the west side of said 20 foot alley with the use thereof in common 141 feet 3 inches to the place of beginning. Being and comprising Lot No. 156 less the area of the 10 foot alley above referred to as shown on Plat No. 3 of North Baltimore, which plat is recorded among the Land Records of Baltimore County in Plat Book W.P.C. No. 8, folio 84. The improvements thereon being known as 1320 Elm Road.

Saving and excepting 212 sq. ft. more or less, to be used for the widening of Elm Road as shown shaded and indicated "HIGHWAY WIDENING" on Baltimore County Bureau of Land Acquisition Drawing No. BW 76-246-3.

BEING the same lot of ground which by Deed dated July 17, 1952 and recorded among the Land Records of Baltimore County in Liber GLB 2143, folio 82, was granted and conveyed by Frank U.G. Baker and Clementine Baker, his wife, unto William T. Lane and Naomi R. Lane, his wife. The said William T. Lane having died on October 25, 81 thereby vesting title in Naomi R. Lane, the within Grantor.

AGRICULTURAL TRANSFER TAX

ACT AFFIDAVIT

B 8198*****97500A 8302A

SIGNATURE Ben DATE 6/30/85

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

To Have and To Hold the said lot of ground and premises, 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 William Cromer and Frances G. Cromer, his wife, as tenants by the entireties, their assigns, the survivor of them, and the survivor's

heirs and assigns, in fee simple.

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

Witness the hand and seal of said grantor

TEST:

Naomi R. Lane (SEAL)
Naomi R. Lane (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY

I HEREBY CERTIFY, That on this 30th day of June

in the year one thousand nine hundred and eighty-two before me, the subscriber,

a Notary Public of the State of Maryland, in and for Baltimore County aforesaid,

personally appeared Naomi R. Lane

and she acknowledged the foregoing Deed to be her

As Witness my hand and Notarial Seal

STATE DEPARTMENT OF ASSESSMENTS & TAXATION

By: [Signature] DATE 6/30/85

CLERK DATE

PETITIONER'S

426

116716 THIS LEASE Made this 26th day of June 1946 by and between Frank U Baker & wife Frank U Baker and Clementine Baker his wife hereinafter called Lessee to Landlords and William T Land and Naomi R Lane his wife hereinafter called Tenants WITNESSETH

That the said Land lords do hereby lease unto the said Tenants the premises in the ground floor of property 1320 Elm Road Arbutus Baltimore County State of Maryland as the same are now occupied and used by the said Landlords as and for a grocery and confectionery store for the term of five years beginning on June 27 1946 and ending on June 26 1951 at and for the annual rental of Two Hundred Forty (\$240.00) Dollars per year payable in equal monthly installments of Twenty (\$20.00) Dollars in advance on the twenty-seventh day of each month

This lease is made upon the following terms and conditions

1 The Tenants agree and covenant to pay said rent promptly as it accrues and to abide by and perform all covenants on their part to be performed and it is further agreed that if said rent or any part thereof shall be in arrears at any time that the said Landlords may distrain therefor and if said rent in whole or in part shall be in arrears and unpaid for the period of ten days or if the Lessees shall fail to comply with any of the conditions of this lease then the said Landlords may at their option re-enter upon the premises hereby rented without further form or process of law and such re-entry shall constitute a termination of this lease and of the tenancy No such re-entry however nor recovering possession of the premises shall deprive the Landlords of any other action against the Lessees for possession for rent or for damages

2 The Tenants shall quit and surrender the premises at the end of the term in as good condition as when received reasonable wear and tear and damage by fire excepted

3 The Landlords agree to furnish heat for said premises from October 1 to May 1 in each year and agree also to furnish water the Tenants however shall pay for all electricity used by them and by the Landlords in the first floor apartment

4 The Landlords agree that if at any time during the term of this lease or of any renewal thereof the second floor apartment in the premises shall become vacant that the Tenants their personal representatives and assigns shall have the option to rent the same as a dwelling at and for the monthly rental of Thirty Five (\$35.00) Dollars per-month by giving the Landlords notice in writing of their intention to rent the same not later than two weeks after it shall have become vacant Should the first floor apartment in the premises (now occupied by the Landlords) become vacant during the term of this lease or of any renewal thereof the Landlords give to the tenants their personal representative and assigns the option to rent the same at and for the monthly rental of fifty (\$50.00) Dollars per month upon giving a similar notice in writing to the Landlords The rent for said apartments shall be in addition to the rent payable under this lease

5 The Landlords also do hereby give unto the Tenants their personal representatives and assigns an option to purchase the land and buildings of which the demised premises are a part at any time during the term of this lease or of any renewal thereof should either of the Landlords depart this life but in any event after five years from the date

hereof whether or not the Tenants shall have exercised their option to renew said term at and for the price of Twenty Thousand (\$20,000.00) Dollars in fee simple title to be good and marketable free of all liens and encumbrances Should the Tenants exercise said option they shall do so in the following manner They shall give unto the Landlords a notice in writing stating that they desire and do intend by said notice to exercise the option to purchase said property at and for said sum and they shall include with said notice a certified check payable to the order of the Landlords or the survivor of them for Two Thousand (\$2000.00) Dollars as a deposit and the balance shall be payable in cash within sixty days Upon the deliver of said notice and check or the failing thereof the Tenants shall become obligated to purchase said property upon the terms therein set out Should the Tenants within said period complete said purchase by payment of the balance of the purchase price the Two Thousand (\$2000.00) Dollars paid shall be applied as part of said purchase price Should the Tenants fail to complete the purchase within said sixty days then the Two Thousand (\$2000.00) Dollars paid to exercise said option shall become forfeited and remain the absolute property of the Landlords

6 The Landlords do hereby give to the Tenants the option to renew this lease for a further period of five years said option to be exercised by the Tenants by their giving in writing to the Landlords sixty days before the termination of the original term a notice in writing of their desire and intention to renew the same provided however that if this option should be exercised and said lease renewed for an additional term of five years that notwithstanding anything herein to the contrary should the said Frank U Baker depart this life at any time during said second five year term that then said term shall end absolutely six months from the date of his death

AS WITNESS the hands and seals of the parties hereto

TEST:

Thelma Heebler Frank U Baker: (SEAL)
Clementine Baker: (SEAL)
William T Land: (SEAL)
Naomi R Lane: (SEAL)

STATE OF MARYLAND BALTIMORE CITY to wit:

I HEREBY CERTIFY that on this 26th day of June 1946 before me the subscriber a Notary Public of the State of Maryland in and for Baltimore City personally appeared Frank U Baker and Clementine Baker the above named Landlords and severally acknowledged the foregoing Lease to be their act At the same time also personally appeared William T Land and Naomi R Lane his wife the above named Tenants and severally acknowledged the foregoing Lease to be their act

AS WITNESS my hand and Notarial Seal

Thelma Heebler
Notary Public
Robert J Spittel Clerk
(Red by MLS)

(Notarial Seal)

Recorded June 27 1946 at 11:00 A M & x'd per

(Red ZAV)

CERTIFICATE OF PUBLICATION

TOWSON, MD., October 10, 1985

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., appearing on October 10, 1985

THE JEFFERSONIAN,

18 Venturi
Publisher

Cost of Advertising

24.75

PETITION FOR SPECIAL HEARING
This Election District
LOCATION: North side of Elm Road, 100 West of the corner of Carville Ave. 1320 Elm Road
DATE AND TIME: Monday, October 28, 1985 at 11:15 a.m.
PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland
The Zoning Commission of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing, October 28, 1985 for the consideration of the petition for a special hearing for the use of the property of William Cromer, et ux, as shown on the plat filed in the Office of the Zoning Commission. In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commission will, however, maintain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing or shown or made at the hearing.
By Order of:
ARNOLD PABLO, Zoning Commissioner of Baltimore County
Oct. 18.

CERTIFICATE OF POSTING

ZONING DEPARTMENT OF BALTIMORE COUNTY

Towson, Maryland

District: 13th Date of Posting: October 9, 1985

Posted for: [Signature] Mary

Petitioner: William Cromer, et ux

Location of property: 715 Elm Rd. 1st. w/ centerline of Carville Road (1320 Elm Rd.)

Location of Signs: In front of 1320 Elm Rd.

Remarks:

Posted by: [Signature] Date of return: October 15, 1985

Number of Signs: 1

Case No. 86-177-SPH

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

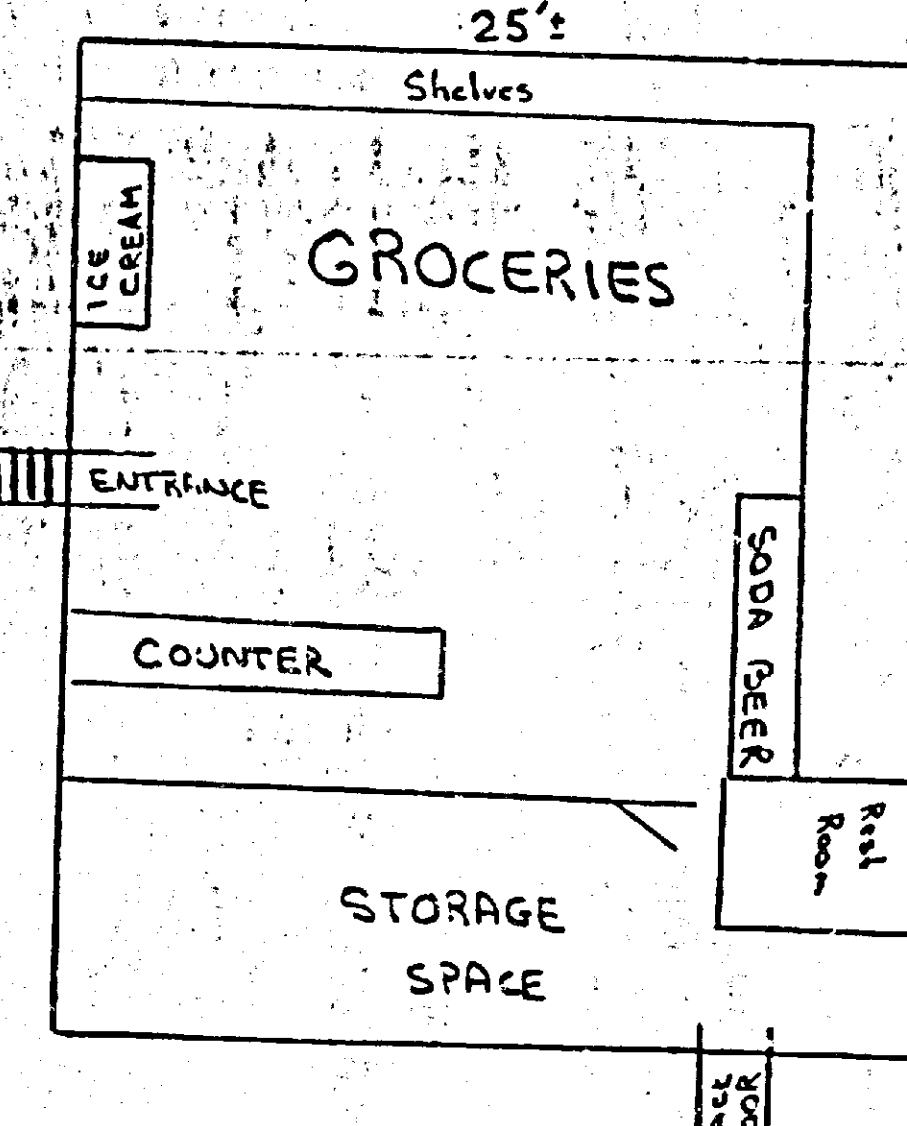
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your petition has been received and accepted for filing this 17th day of September, 1985.

Petitioner William Cromer, et ux
Petitioner's Attorney F. Michael Grace, Esquire

ARNOLD PABLO
Zoning Commissioner

Received by: James E. Ryan, Jr.
JAMES E. DYER, Chairman
Zoning Plans Advisory Committee



INTERIOR 1st Floor
DIAGRAM
1320 ELM ROAD

[illegible]

Mr. Charles S. Strickland,
and Chapel Gate Lane,
"Ten Mills" Bridgeport, Conn.
Dear Mr. Strickland:

As you were advised this morning,
relative to amending your classification position, property
of the corner of Elm Street and 80 foot alley due to the
predominating residential use of property in that vicinity
and in view of the new and broad zoning law for Bridgeport
which became effective on March 20th, 1964, I believe it is
not deemed advisable at this time to re-classify the above
location for commercial use.

As it is intended to use the basement
of the dwelling to be erected only for the purpose of a
Comfort Laundry Store, there will be no need for commercial
location of this property and you will be permitted to use
this basement for that purpose until such time as there
may be a general neighborhood converted to be this zoning
use. This provision is granted, however, with the dis-
tinct understanding that there will be no outside signs
as any otherwise almost as may be printed on the site plan.

Trusting this will meet with your
satisfaction, I am,

Very truly yours,
JOHN. TIMAFOS,

LOCAL GOVERNMENT

NO PLAT
IN
THIS FOLDER

CERTIFICATE OF PUBLICATION

TOWSON, MD. Feb. 24/1914

THIS IS TO CERTIFY, That the material advertisement was
published in THE JEFFERSONIAN, a weekly newspaper printed
and published in Towson, Baltimore County, Md. once-a-week
on _____ day of _____
day of _____ 1914, the first publication
appearing on the _____ day of _____
1914.

John W. Jefferson Proprietor

Not over _____

Date of Advertisement, \$ _____

EXHIBITIONER'S
EXHIBIT ~~8~~ 6

5 PETITIONER'S EXHIBIT

72324

Stephen J Ryan & wf : THIS DEED made this 6th day of December in the year
Deed to : one thousand nine hundred and forty four by and
Frank U G Baker & wf : between Stephen J Ryan and Mary C Ryan his wife
US \$9.90 St \$9.00 : of Baltimore City in the State of Maryland of the
: first part and Frank U G Baker and Clementine Baker
his wife of Baltimore County State aforesaid of the second part

WITNESSETH that in consideration of the sum of five dollars and other good and valuable consideration the receipt whereof is hereby acknowledged the said Stephen J Ryan and Mary C Ryan his wife do grant and convey unto the said Frank U G Baker and Clementine Baker his wife as tenants by the entireties their assigns the survivor of them and the heirs and assigns of the survivor in fee simple all that lot of ground situate lying and being in Baltimore County aforesaid the improvements thereon being known as No 1320 Elm Road and thus described

BEGINNING for the same on the northwest side of Elm Road at a point one hundred and forty five feet westerly from the corner formed by the intersection of the north side of Elm Road and the west side of Carville Avenue said point of beginning being at the northwest corner of Elm Road and a twenty foot alley there situate and running thence southwesterly binding on the northwest side of Elm Road fifty feet ten and one quarter inches to the division line between lots Nos 156 and 157 as shown on the plat hereinafter referred to thence northerly along said division line one hundred and fifty feet more or less to the south side of an alley ten feet wide laid out for the use of lots belonging to Charles C Rittenhouse and Mary S K Rittenhouse his wife and fronting on the north side of Elm Road thence easterly along the south side of said ten foot alley with the use thereof in common fifty feet to the west side of the twenty foot alley hereinafter referred to thence southerly binding on the west side of said twenty foot alley with the use thereof in common one hundred and forty one feet and three inches Being and comprising lot No 156 less the area of the ten foot alley above referred to as shown on plat No 3 of North Haleshorpe which plat is recorded among the land records of Baltimore County in plat book WPC No 8 folio 84. The improvements thereon being known as No 1320 Elm Road

BEING the same lot of ground and improvements to which the grantors herein acquired title in fee simple by two deeds namely (1) a deed of the leasehold estate therein subject to an annual rent of sixty six dollars from Thelma S Fenwick dated the 2nd day of September 1941 and recorded among the land records of Baltimore County in liber CHK No 1171 folio 579 and (2) a deed of the reversion in fee therein and said annual rent from Charles C Rittenhouse and Mary S K Rittenhouse his wife dated the 31st day of May 1944 and recorded among said land records in liber RJS No 1344 folio 436

TOGETHER with the buildings and improvements thereupon erected made 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 the said lot of ground and premises 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 Frank U G Baker and Clementine Baker his wife as tenants by the entireties their assigns the survivor of them and the heirs and assigns of the survivor

in fee simple

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 said grantors

Test Stephen J Ryan (Seal)
John M Lyell Mary C Ryan (Seal)

STATE OF MARYLAND BALTIMORE CITY to wit

I HEREBY CERTIFY that on this sixth day of December in the year one thousand nine hundred and forty four before me the subscriber a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared Stephen J Ryan and Mary C Ryan his wife the above named grantors and they acknowledged the foregoing deed to be their act

AS WITNESS my hand and Notarial Seal

John M Lyell

(Notarial Seal)

Notary Public

Recorded Dec 14 1944 at 12:40 P M & exd per

Robert J Spittel

Clerk

Rec by H M D

Examiners (J&F)

72326

Dumbarton Development Co : THIS DEED made this 29th day of November in the
Deed to : year one thousand nine hundred and forty four
Michael Offit : by and between The Dumbarton Development Company
US \$3.85 St \$3.50 : a body corporate duly incorporated under the laws
: of the State of Maryland party of the first part
and Michael Offit of Baltimore County in the State of Maryland party of the second part

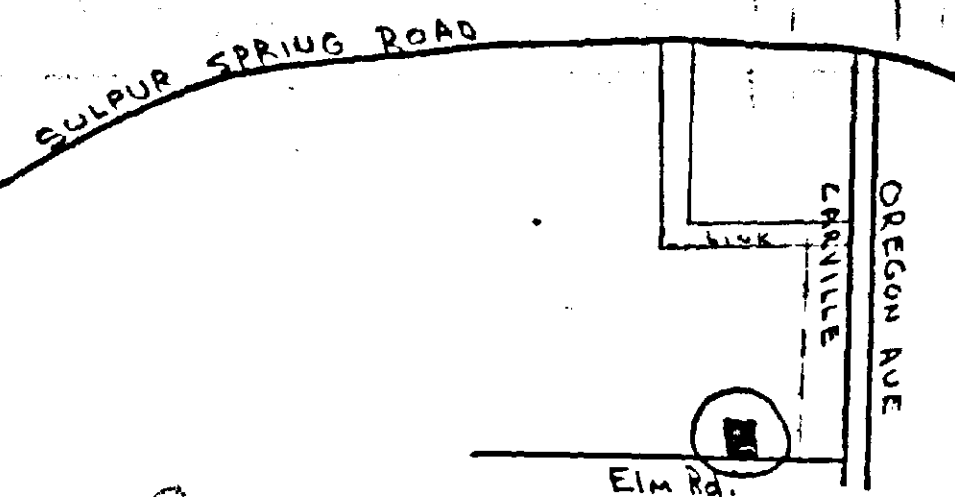
WITNESSETH that in consideration of the sum of five dollars (\$5.00) and other good and valuable considerations the receipt whereof is hereby acknowledged the said party of the first part does hereby grant and convey unto the said party of the second part his heirs and assigns in fee simple all that lot of ground situate in Baltimore County in the State of Maryland and described as follows that is to say

BEING that lot of ground situate at the northeast corner or intersection of Crossland Road and Midfield Road known as lot No 3 section 4 plat of Dumbarton which plat is recorded among the plat records of Baltimore County in liber WPC No 7 folio 151

BEING part of all that property described in a deed from Lee E Hartman and Company to the within named grantor dated August 12 1924 and recorded among the land records of Baltimore County in liber WPC No 596 folio 374

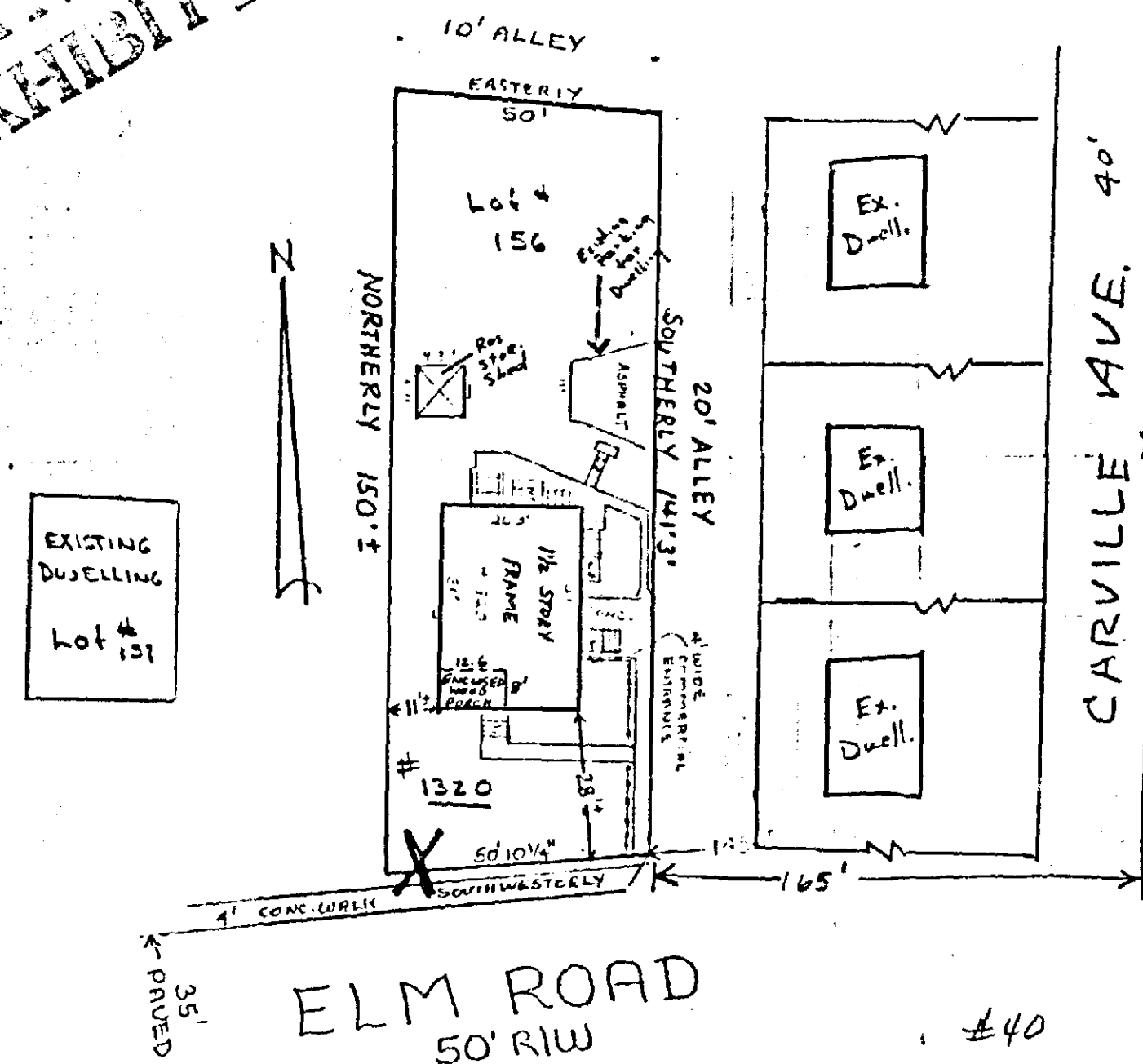
TOGETHER with the buildings and improvements thereupon and the rights alleys ways waters privileges appurtenances and advantages to the same belonging or in anywise appertaining

TO HAVE AND TO HOLD the said lot of ground and premises unto and to the use of the said party of the second part his heirs and assigns in fee simple forever subject however to the covenants conditions and restrictions etc set out or referred to in the

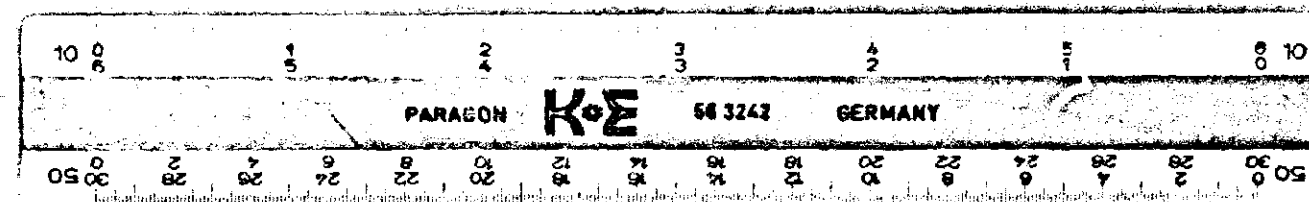


VICINITY MAP

PETITIONER'S
EXHIBIT



SCALE 1" = 30' 1320 ELM ROAD Zoning DR 5.5
PLAT FOR ZONING SPECIAL HEARING FOR A
NON CONFORMING GROCERY STORE WITHIN A
DWELLING - No Parking Existing
OWNER - WILLIAM + FRANCES G. CROMER
SUBDIVISION - "NORTH HALETHORPE" Plat Book 8/84
Lot # 156
EXISTING UTILITIES IN ELM ROAD



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BEING the same lot of ground as that described in a deed from Stephen M. Ryan and wife, to Frank U. G. Baker and wife, dated November 6, 1944 and recorded among the Land Records of Baltimore County, in Liber 8, J. S. No. 1371, folio 568.

Together with the buildings and improvements thereupon erected, made 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 hold the said described lot of ground and premises unto and to the uses thereof William H. Lane and Naomi H. Lane, his wife, as tenants in common, their heirs, assigns, the survivor of them, his or her heirs and assigns, forever, in fee simple.

And the said Frank U. G. Baker and Clementine Baker, his wife, hereby covenant that they have done and do to each other, jointly and severally, that they will warrant specially the property hereby conveyed, and that they will procure such further assurances of said land as may be requisite.

WITNESSETH the said and each of said grantors

Frank U. G. Baker
Frank U. G. Baker
Clementine Baker
Clementine Baker

STATE OF MARYLAND AND BALTIMORE COUNTY, ss.
I, the undersigned, Clerk of the Circuit Court for Baltimore County, do hereby certify that the foregoing is a true and correct copy of the original of a deed of conveyance from Frank U. G. Baker and Clementine Baker, his wife, to William H. Lane and Naomi H. Lane, his wife, as tenants in common, their heirs, assigns, the survivor of them, his or her heirs and assigns, forever, in fee simple, and that the same was duly recorded in the Land Records of Baltimore County, in Liber 8, J. S. No. 1371, folio 568.

W. H. Lane
W. H. Lane
Naomi H. Lane
Naomi H. Lane



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NOTARY PUBLIC

THE said, William H. Lane and Naomi H. Lane, his wife, as tenants in common, their heirs, assigns, the survivor of them, his or her heirs and assigns, forever, in fee simple.

in the State of Maryland, to the first part, and William H. Lane and Naomi H. Lane, his wife, of Baltimore County, State of Maryland, to the second part, witnesses.



and the said William H. Lane and Naomi H. Lane, his wife, do hereby acknowledge the foregoing as the true and correct copy of the original of a deed of conveyance from Frank U. G. Baker and Clementine Baker, his wife, to William H. Lane and Naomi H. Lane, his wife, as tenants in common, their heirs, assigns, the survivor of them, his or her heirs and assigns, forever, in fee simple.

Witness my hand and seal of office, this 17th day of November, 1944.

Notary Public for the State of Maryland

Notary Public for the State of Maryland

Notary Public for the State of Maryland