

3-22-88 -- 1/98
MAP 10/10/91C

IN RE: PETITIONS FOR SPECIAL HEARING AND ZONING VARIANCE - SE/cor, Falls Road & Baltimore Beltway 9th Election District 4th Councilmanic District Jones Falls Valley Limited Partnership - Petitioner

AMENDED ORDER

WHEREAS, an Order was issued by the Deputy Zoning Commissioner for Baltimore County dated April 18, 1988 granting the relief requested in the instant Petition, subject to certain restrictions;

WHEREAS, the Order indicates that the Petitioner was to transfer all the density units of Parcel F3 to Parcel F2;

WHEREAS, the Petitioner desires to reserve one (1) density unit on F3 for an existing dwelling;

WHEREAS, the Petitioner has requested an extension to file the appropriate documentation in the Land Records for Baltimore County to evidence the transfer of density units to Parcel F2;

IT IS ORDERED by the Deputy Zoning Commissioner for Baltimore County this 13th day of May, 1988, that the Petitioner may reserve one (1) density unit on Parcels E, G and F3 each; and

IT IS FURTHER ORDERED that the Petitioner has sixty (60) days from the date of this amended Order to file the required documentation in the Land Records for Baltimore County evidencing the transfer of the remaining density

ORDER RECEIVED FOR FILING
Date 5/13/88
By Ruth J. Stuchman

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units from Parcels E, G, F1, F3 and I, with the exception of one (1) density unit reserved on Parcels E, G and F3 each, to Parcel F2.

IT IS FURTHER ORDERED that all other provisions and restrictions of the Order dated April 18, 1988 shall remain in full force and effect.

ANN M. NASTAROWICZ
Deputy Zoning Commissioner
of Baltimore County

cc: R. Bruce Alderman, Esquire
White, Mindel, Clarke & Hill
The Susquehanna Building, Suite 600
29 W. Susquehanna Avenue, Towson, Md. 21204

Mark D. Dopkin, Esquire
Sun Life Building, 10th Floor
20 S. Charles Street, Baltimore, Md. 21201

James C. DiPaula, Jr.
MacKenzie & Associates, Inc.
2329 West Joppa Road, Suite 200, Lutherville, Md. 21093

People's Counsel
File

88-381-SPHA
Jones Falls Valley, Ltd., Petitioner
SE/cor Falls Road & Baltimore Beltway
4th CD

In support of Petitioner's position that the variances are needed and justified, Mr. MacKenzie once again noted that the topography of the land and the shape of property dictates the clustering of units to buffer noise from the Beltway. Further, in light of the clientele the project would be serving, it was desirable to have the buildings close together to prevent lengthy walking distances and provide easy accessibility. Testimony was presented that a mix of units would permit the residents to "age in place." Petitioner contended the gatehouse, which would also require a variance, was an important and critical security measure for the retirement community. Petitioner further argued that the project provided adequate open space for both the residents and the surrounding community.

Charles Fick, an engineer with George W. Stephens, Jr. and Associates, Inc., indicated that in his opinion the Baltimore County Zoning Regulations (B.C.Z.R.) do not take into consideration the housing needs of the elderly in its D.R. regulations. He indicated that it is essential that all units be connected with either open or closed passageways. The project as proposed will have a total length and width of 950 feet and 550 feet in lieu of the maximum permitted of 300 feet. The combined testimony presented by Mr. MacKenzie and Mr. Fick indicated that the requirements of Section 502 would be met if a variance to the building width requirements is granted.

Mr. Fick testified that due to the topography of the property and the needs of the individuals which the retirement community will serve, the requested variances are necessary. The requested variances set forth on Petitioner's Exhibit 1 in the Summary of Zoning Requests as Nos. 3 and 4 are necessary for the appropriate placement of the proposed gatehouse. He indicated that the requested variances identified as Nos. 6, 7 and 8 in the Summary of Zoning Requests on Petitioner's Exhibit 1 are required in order to appropriately cluster the units.

IN RE: PETITIONS FOR SPECIAL HEARING AND ZONING VARIANCE - SE/cor, Falls Road & Baltimore Beltway 9th Election District 4th Councilmanic District Jones Falls Valley Limited Partnership - Petitioner

BEFORE THE
DEPUTY ZONING COMMISSIONER
OF BALTIMORE COUNTY
Case No. 88-381-SPHA

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Petitioner herein requests a special hearing to approve maximum widths of building elevations of 950 feet and 550 feet in lieu of the permitted 300 feet maximum; a special hearing to approve the consolidation of the density units of non-contiguous parcels of an original overall tract (to one parcel) on a portion of the remaining overall tract; and variances to permit a front yard setback of 15 feet in lieu of the required 70 feet for the proposed gatehouse; a side yard setback of 10 feet in lieu of the required 65 feet for the proposed gatehouse; a passageway width of 6 feet in lieu of the required 10 feet; a distance of 6 feet between the centers of facing windows of different dwelling units in lieu of the required 40 feet; a distance of 0 feet for a window to lot line in lieu of the required 15 feet; and a horizontal separation (distance) between two dwelling units not mutually attached of 5 feet in lieu of the required 25 feet, all as more particularly described on Petitioner's Exhibit 1.

The Petitioner, by Clark F. MacKenzie, President, Pheasant Hill Corporation, a General Partner, appeared, testified and was represented by R. Bruce Alderman, Esquire. Also appearing on behalf of the Petition were the following: Ruth Frier, an Independent Title Abstractor; Charles E. Fick, an engineer with George W. Stephens, Jr. & Associates, Inc.; Robert J. Aumiller, James C. DiPaula, Jr. and Christina Martell, all with Clark MacKenzie & Associates. The following association and individuals appeared as interested parties and were represented by Mark D. Dopkin, Esquire: Rockland Village Homeowners Association,

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Inc.; Mr. & Mrs. T. Courtney Jenkins; Mr. & Mrs. Martin Azola; Dr. & Mrs. J.T.H. Johnson and Mr. & Mrs. James Garrett.

Testimony indicated that the subject property, zoned D.R.1, is located off of Falls Road and surrounded by the Jones Falls Expressway and the Baltimore Beltway I-695. Said property, known as Brightwood, consists of approximately 88.87 acres, plus or minus, broken down and further known as Parcels E, F (including F1, F2, and F3), G, and I, as more particularly described in Petitioner's Exhibit 2. Said property was acquired by the Petitioner by Deed dated December 30, 1986 from the Johnson Rockland Limited Partnership. Petitioner intends to develop the property as a residential retirement community consisting of single family residences, condominiums, apartments, and a facility containing various amenities for the residents of the community, including, but not limited to, a dining hall and meeting center. The Petitioner intends to use the 88.87 density units permitted by reserving one density unit for Parcel E and one density unit for Parcel G and transferring the remaining 86.87 density units to Parcel F2. The construction of the residential retirement community will be completely within Parcel F2, as depicted on Petitioner's Exhibit 1.

The Petitioner, through the testimony of Clark MacKenzie, whose extensive real estate background and experience is set forth in Petitioner's Exhibit 3, testified that in his opinion, the best use of the subject property is to consolidate development in the Parcel known as F2. He further testified that due to the terrain, the floodplain area running through the property, transmission lines, severe grade, and future expansion of the I-695 Beltway, the development of the property in the manner proposed by the Petitioner is appropriate. He indicated that as a result of an investigation undertaken, there is a definite need for the type of development proposed. In further support of his findings, he indicated that without any advertisement or marketing of the project, the Petitioner has received requests for reservations of 23 units.

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On behalf of the Protestants, Mark Dopkin testified that they are not opposed to the project as set forth in Petitioner's Exhibit 1 provided the Petitioner follows the restrictive covenant agreement, identified herein as Petitioner's Exhibit 4, by and between the Petitioner and the hereinbefore named interested parties. The proffered testimony was that the agreement had been executed by all but one individual who intended to sign.

The Petitioner seeks relief from Sections 1B01.2 and 1B01.2B.2, pursuant to Section 500.7 and from Sections 1B01.2B, 1B01.2B.3, 1B01.2C.2b, 1B01.2C, and 1B01.2C.1, pursuant to Section 307 of the B.C.Z.P.

The testimony presented is found to comply with the requirements of Section 1.B01.2(b)(2). The testimony presented has shown that the requirements of Section 502 would be met if the relief requested by the Petitioner to approve maximum widths of building elevations of 950 feet and 550 feet in lieu of the permitted 300 feet maximum, is granted.

In the opinion of the Deputy Zoning Commissioner, Ruth Frier's testimony regarding the history of ownership of Parcels E through I and "Petitioner's Memorandum of Law in Support of Its Position," support Petitioner's request for consolidation of the density units of non-contiguous parcels to Parcel F2.

An area variance may be granted where strict application of the zoning regulations would cause practical difficulty to the Petitioner and his property. *McLean v. Soley*, 270 Md. 208 (1973). To prove practical difficulty for an area variance, the Petitioner must meet the following:

- 1) whether strict compliance with requirement would unreasonably prevent the use of the property for a permitted purpose or render conformance unnecessarily burdensome;
- 2) whether the grant would do substantial injustice to applicant as well as other property owners in the district or whether a lesser relaxation than that applied for would give substantial relief; and

3) whether relief can be granted in such fashion that the spirit of the ordinance will be observed and public safety and welfare secured.

Anderson v. Bd. of Appeals, Town of Chesapeake Beach, 22 Md. App. 28 (1974).

After due consideration of the testimony and evidence presented, it is clear that a practical difficulty or unreasonable hardship would result if the variances were not granted. It has been established that the requirements from which the Petitioner seeks relief would unduly restrict the use of the land due to the special conditions unique to this particular parcel. In addition, the variance requested will not be detrimental to the public health, safety, and general welfare.

It is clear from the testimony that if the relief requested in the special hearings and variances were granted, such use as proposed would not be contrary to the spirit of the B.C.Z.R. and would not result in substantial detriment to the public good.

Pursuant to the advertisement, posting of the property, and public hearing held, and for the reasons given above, the relief requested in the Petitions for Special Hearing and Zoning Variances should be granted.

THEREFORE, IT IS ORDERED by the Deputy Zoning Commissioner for Baltimore County this 13th day of April, 1988 that maximum widths of building elevations of 950 feet and 550 feet, respectively, in lieu of the permitted 300 feet maximum; and consolidation of the density of non-contiguous parcels of an original overall tract (to one parcel) on a portion of the remaining overall tract, be approved; and variances to permit a front yard setback of 15 feet in lieu of the required 70 feet for the proposed gatehouse; a side yard setback of 10 feet in lieu of the required 65 feet for the proposed gatehouse; a passageway width of 6 feet in lieu of the required 10 feet; a distance of 6 feet between the centers of facing windows of different dwelling units in lieu of the required 40 feet; a distance of 0 feet for window to lot line in lieu of the required 15 feet; and a

horizontal separation (distance) between two dwelling units not mutually attached of 5 feet, in lieu of the required 25 feet, in accordance with Petitioner's Exhibit 1, be permitted, and as such, the Petitions for Special Hearing and Zoning Variances, be and are hereby GRANTED, subject, however, to the following restrictions:

- 1) The Petitioner may apply for his building permit and be granted same upon receipt of this Order; however, Petitioner is hereby made aware that proceeding at this time is at his own risk until such time as the applicable appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioner would be required to return, and be responsible for returning, said property to its original condition.
- 2) The Petitioner shall file appropriate documentation in the Land Records for Baltimore County evidencing the transfer of the density units from Parcels E and G (with the exception of the one density unit reserved on each), F1, F3, and I to Parcel F2 so that there is no question that all density units for the subject property have been used by the development of the project as set forth in Petitioner's Exhibit 1. Proof of compliance with this restriction shall be submitted to the Deputy Zoning Commissioner within thirty (30) days of the date of this Order, unless otherwise extended.

ANN M. NASTAROWICZ
Deputy Zoning Commissioner
of Baltimore County

Baltimore County
Zoning Commissioner
Office of Planning & Zoning
Townson, Maryland 21284
494-5353

J. Robert Haines
Zoning Commissioner



Dennis F. Karsuzian
County Executive

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing on the property identified herein in Room 106 of the County Office Building, located at 111 W. Chesapeake Avenue in Towson, Maryland as follows:

Petitions of Special Hearings and Zoning Variance
Case number: 88-3H-SVA

SFC Falls Road & Baltimore Beltway

9th Election District - 4th Councilmanic District

Petitioner: Jones Falls Valley Limited Partnership

HEARING SCHEDULE: TUESDAY, MARCH 22, 1988 at 1:00 p.m.

Variance to permit a front yard setback of 15' in lieu of the required 70'; to permit a side yard setback of 10' in lieu of the maximum 65'; to permit a distance of 6' between the centers of facing windows of different dwelling units in lieu of the required 40'; to permit a distance of 0' for window to lot line in lieu of the required 15' minimum; and to permit the placement of accessory buildings in other than the year yard. Special Hearing: To permit the consolidation of density of non contiguous parcels of an original overall tract on a portion of the remaining overall tract. Special Hearing: To permit a maximum width of building elevation of 100 ft. and 50 ft. in lieu of the permitted 300 ft. maximum.

In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be in writing and received in this office by the date of the hearing set above or presented at the hearing.

J. Robert Haines

J. ROBERT HAINES
Zoning Commissioner of
Baltimore County

April 15, 1986

CLARK FOWNERS MACKENZIE
Chairman of the Board
MacKenzie & Associates, Inc.

Business Address:

2328 West Joppa Road
Suite 200
Lutherville, Maryland 21093

Graduate:

Gilman School (1946-1956)
Baltimore, Maryland

Lawrenceville School (1957-1959)
Lawrenceville, New Jersey

University of Virginia (1960-1963)
(McIntire School of Business, Bachelor of Science in
Finance)
Charlottesville, Virginia

Business Education:

American Institute of Real Estate Appraisers

Course I, Theories and Principles (June 1964,
University of Virginia)

Course II, Real Estate Appraisal Problems (July 1964,
University of Virginia)

Course IV, Condemnation (March 1966, University of
Georgia)

Real Estate Board of Baltimore

Examination III, Rural Properties (September, 1968)

**PETITIONER'S
EXHIBIT 3**

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Johns Hopkins Evening College

Introduction to Commercial and Industrial Real Estate
Real Estate Management
Real Estate Law
Investment Banking

American University

Ninth Institute on Tax Planning in Real Estate

Real Estate Seminars

Condemnation Seminar (October, 1972)
(Developer's Viewpoint) Presented by The Society of
Real Estate Appraisers
Condemnation Seminar - Mock Trial (October, 1973)

Certifications:

State of Maryland

Licensed Real Estate Broker

Licensed Securities Agent

Society of Real Estate Appraisers:

Senior Residential Appraiser (SRA)

Business Background:

September, 1963, joined County Appraisers, Inc., as Real
Estate Appraiser. This Company specialized in
Condemnation Appraisals in Baltimore County,
Maryland. Completed various appraisal courses and in
later years was Chief Appraiser for the firm.

March, 1968, purchased the assets of County Appraisers,
Inc. and changed name to Metropolitan Appraisal
Services, Inc.

April, 1968 - December, 1972 - During this period, several
commercial properties were developed. The Real
Estate Brokerage firm of MacKenzie & Associates, Inc.
was created on March 27, 1969.

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January, 1973 - July, 1983 - MacKenzie & Associates, Inc.
merged the interests of both Metropolitan Appraisal
Services and Metropolitan Management Services, Inc.
More than 30 developments of office buildings and
shopping centers were completed during this period.

August, 1983 - March, 1986 - During this period, MacKenzie &
Associates, Inc. formed MacKenzie Management, Inc. and
Scottish Maintenance, Inc. (exterior cleaning
services). The firm is comprised of more than 40
employees handling development, leasing and management
of income producing real estate.

March, 1986 - MacKenzie Management, Inc. was merged into
MacKenzie & Associates, Inc. to provide complete
service within a single firm.

Clark F. MacKenzie has developed the following projects
either singly or with other partners. Those noted with an
asterisk (*) have been sold to third parties. The balance are
still retained with a percentage of ownership. Square footage
numbers are Leaseable versus Gross areas.

PROJECT NAME	DESCRIPTION
Residential:	
STILLPOND*	(44) - 2 1/2 story condominiums
THE BEECHES*	(61) - 1 and 2 story condominiums with basements
STONE OAKS*	(40) - 2 story condominiums with basements
GREENCROFT*	(79) large lot subdivision on 252 acres
Commercial:	
RIDGELY PLAZA	24,500 s.f. shopping center with 18 tenants
GARRISON FOREST PLAZA*	115,000 s.f. shopping center with 22 tenants
CARNEY VILLAGE	55,000 s.f. shopping center with 9 tenants

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Past Achievements:

Baltimore County Chamber of Commerce
Past President 1969, 1970.

Cockeysville Chamber of Commerce
Past President 1966, 1967.

Baltimore Area Boy Scouts
Past Chairman of Sustaining Committee, Baltimore
County.

American Cancer Society
Past Chairman of Sustaining Committee, Baltimore
County.

As an Appraiser and Consultant, Clark F. MacKenzie has
completed over 750 appraisals in the past 22 years with
combined appraisal value exceeding \$350,000,000. Major
clients were:

Baltimore County Board of Education
Baltimore County Revenue Authority
Baltimore County Bureau of Land Acquisition
Baltimore County Solicitor's Office
Baltimore Gas & Electric Company
Baltimore Life Insurance Company
Bendix Corporation
Circuit Court of Baltimore County
Department of Law - State of Maryland
Department of Public Improvements - State of Maryland
Getty Oil Company
Goucher College
Martin-Marietta Company
Maryland State Highway Administration
Mobil Oil Corporation
Office of Law - Anne Arundel County
Office of Law - Baltimore City
Real Estate Department of Baltimore City
Reisterstown Federal Savings & Loan Association
Shell Oil Company
Toll Facilities Division, Maryland State Highway
Administration
Attorneys, Landowners and Businessmen

Business Associations:

MacKenzie & Associates, Chairman of the Board

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YORK AT TERRACE DALE 70,835 s.f. office complex
comprised of 3 - 3 story
structures, renovated stone
residence and parking for 280 on
approximately 5 acres.

Miscellaneous:

PADONIA RACQUETBALL COURT 8 court racquetball building

1524 NORTH YORK ROAD* Nichi Bei Kai Restaurant on
approximately 1/2 acre

Under Construction or Advanced Planning:

ARUNDEL CORPORATE CENTER

CORPORATE CENTER
AT HUNT VALLEY

CREIGHTON ANNEX

CREIGHTON CENTER

CREIGHTON HOUSE

JOPPA GREEN - PHASE II

MCDONOUGH CROSSROADS
O'Connor, Piper & Flynn Building
Sports Medicine Complex
Condominium Offices
Building "A"

PADONIA BUSINESS CENTER
Ramada Inn Hotel
Office Building

WHITE MARSH MEDICAL BUILDING

WHITE MARSH PROFESSIONAL
BUILDING - PHASE II

WINDSOR COURT

YORK GREEN

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7402 YORK ROAD 22,152 s.f. 2 1/2 story office
building facing the Beltway

POT SPRING
PROFESSIONAL CENTER 33,235 s.f. 2 story office
complex at Pot Spring and
Ridgely Roads on 2 acres

1823 NORTH YORK ROAD* 5,000 s.f. office building
consisting of converted house
and new addition

JOPPA GREEN 70,495 s.f. in 6 williamsburg
buildings for professional
office use on 2 acres

LAKE FALLS VILLAGE 40,771 s.f. 3 story office
building/retail structure on 2.5
acres

ANNAPOLIS CITY MARINA Marina (87 slips) with proposed
office/retail complex of 74,000
s.f. with 345 parking spaces on
acres

COMMERCENTRE 158,821 s.f. 5 building
office/retail complex on 10
acres. The project is also the
site of the Pimlico Restaurant.

SUSQUEHANNA 68,700 s.f. 8 story office
building in Towson proper

1001 CROMWELL
BRIDGE ROAD 29,931 s.f. multi-tenant
suburban 3 story professional
office building

HUNT VALLEY
PROFESSIONAL BUILDING* 3 story building with 33,315
s.f. of commercial office and a
4,500 s.f. restaurant

52 SCOTT ADAM ROAD 5,000 s.f. suburban 1 story
professional office building

WHITE MARSH PROFESSIONAL
CENTER PHASE I 28,800 s.f. 2 story professional
building. The first of a three
phased complex to ultimately
77,000+ s.f. on 6 acres.

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TRED AVON SQUARE* Phase I - 72,000 s.f. shopping
center with 18 tenants.

Phase II - 55,500 s.f. shopping
center with 10 tenants

SCOTT ADAM VILLAGE 5,100 s.f. retail building with
4 tenants

KENILWORTH BAZAAR 166,000 s.f. enclosed mall
shopping center

RUSTY SCUPPER 9,600 s.f. restaurant

Industrial:

SHAMROCK 29,471 s.f. warehouse building
on Beaver Dam Road in
Cockeysville

Office:

50 SCOTT ADAM ROAD 20,037 s.f. multi-tenant
suburban 2 story professional
office building

CENTRAL SAVINGS BANK
BUILDING (Severna Park)* 8,415 s.f. 2 story bank and
office building with 6 tenants

232 COCKEYSVILLE ROAD 6,096 s.f. 1 story office
building on 1 acre

609 BOSLEY BUILDING 3,400 s.f. 2 1/2 story office
building

THE BERKSHIRE BUILDING 4,600 s.f. 2 story office
building

GREENSPRING VILLAGE 18,970 s.f. professional building

THE BOSLEY BUILDING* 5 story office building
approximately 25,198 net
leaseable space fee

658 KENILWORTH DRIVE 23,063 s.f. 2 story elevator
office building in Towson

8422 BELLONA LANE 23,485 s.f. 2 1/2 story office
building facing the Beltway

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Baltimore County Appraiser's Society
Society of Real Estate Appraisers, Senior Residential
Appraiser, SRA
American Right of Way Association
Baltimore County Chamber of Commerce
National Association of Industrial & Office Parks
State of Maryland, Licensed Real Estate Broker

Business References:

H. GRANT HATHAWAY, CHAIRMAN OF THE BOARD
Equitable Bank, N.A.

J. STEVENSON PECK, CHAIRMAN OF THE BOARD
Union Trust Bank

FRANCIS G. RIGGS,
Riggs, Counselman, Michaels & Downs

JOHN K. WHITE,
The Baltimore Life Insurance Company

ALVIN WOLPOFF, CPA
Wolpoff & Company

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RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT ("Agreement") is made this ___ day of ___, 1988 by and between JONES FALLS VALLEY LIMITED PARTNERSHIP, a Maryland limited partnership (the "Grantor"); and RUXTON-RIDERWOOD-LAKE ROLAND AREA IMPROVEMENT ASSOCIATION, INC. ("Ruxton-Riderwood"), a Maryland corporation, and ROCKLAND VILLAGE HOMEOWNERS ASSOCIATION, INC. ("Rockland Village"), a Maryland corporation (which Associations are hereinafter collectively called the "Associations") and DR. J.T.H. JOHNSON and JOHNSON, his wife, T. COURTNEY JENKINS, III and ALLISON JENKINS, his wife, JAMES GARRETT and EDIE GARRETT, his wife, and MARTIN AZOLA and LONE AZOLA, his wife (collectively, the "Individual Grantees") (the Associations and the Individual Grantees are collectively referred to as the "Grantees").

WITNESSETH:

WHEREAS, Grantor is the owner of approximately 85 acres of land comprised of Parcels E, F, and G and a portion of Parcel I as shown on a plat entitled "Rockland Estate", which plat is recorded among the Land Records of Baltimore County, Maryland in Folio 30, Folio 63 (the "Plat") and which are more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor intends to develop a residential retirement community (consisting of single family residences, condominiums, apartments and a core facility containing various amenities inuring to the benefit of the residents of the community) to be known as "Brightwood" upon a portion of Parcel F, which portion is designated as "Brightwood Community" on the plat marked Exhibit B attached hereto and incorporated herein, and

WHEREAS, Grantor is engaged in processing plans for the development of its Property and wishes to accomplish such development in a manner consistent with the best interests of the surrounding community, and

WHEREAS, the Individual Grantees named above reside in the vicinity of the Property and have joined together for the purpose of maintaining and improving their community, and

WHEREAS, the Grantor and the Grantees desire to place certain restrictions and covenants upon the Property by the terms of this Agreement, and

WHEREAS, in order to have the restrictions and covenants on the Property in this Agreement binding and in full force and effect upon the Grantor and its successors and assigns,

**PETITION
EXHIBIT 4**

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3/18/88:vlv:6

parties have entered into this Agreement with the intent that the Grantor and its successors and assigns will hold, utilize and thereafter convey the Property subject to the covenants, restrictions and conditions herein contained and that these covenants and restrictions shall run with and be binding on the Property.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, restrictions and conditions herein contained, and other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree to enter into these presents and to have the same recorded among the Land Records of Baltimore County and that subject to the provisions hereof, the covenants, restrictions and conditions shall be binding upon the Property and shall inure to the benefit of the parties hereto, their successors, heirs, personal representatives and permitted assigns, as follows:

1. No structure shall be constructed within or upon that portion of Parcel I owned by the Grantor and as shown on Exhibit B attached hereto and incorporated herein.

2. No residential or commercial building or structure ("Structure") shall be constructed within or upon that portion of Parcel F-2 designated as "Open Space" on Exhibit B attached hereto and incorporated herein; provided, however, that nothing contained herein shall prevent the Declarant from constructing appropriate storm water management facilities, utility lines, poles and pipes, pathways, roadways or any type of recreational and/or non-residential building or facility within such portion of Parcel F-2, provided that any such building or facility shall be used solely in connection with recreational amenities for the residents and guests of the Brightwood Community and the Meridian Nursing Center. The designated location of the "Open Space" as shown on Exhibit B shall be subject to change based on the final development plan approved by Baltimore County. Following such approval by Baltimore County, a new Exhibit B shall be substituted for the Exhibit B attached hereto to show the final location of the Open Space. All references in this Agreement to Exhibit B shall thereafter refer to the substituted Exhibit B. Notwithstanding the foregoing, in no event shall any Structure be constructed in the area of Parcel F-2 which is east of the existing power lines shown on Exhibit B or which is south of the wetland limit shown on Exhibit B.

3. No more than 86.87 density units shall be consolidated on Parcel F (which consists of Parcels F-1, F-2, F-3 and F-4) as shown on Exhibit B. One density unit shall exist on Parcel E and one density unit shall exist on Parcel G, as such parcels are shown on Exhibit B. Neither the Grantor nor its successors or assigns shall take any action to increase the number of density units on Parcel F.

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4. The total number of "Dwelling Units" (as that term is defined in the Baltimore County Zoning Regulations now in effect) on the Property shall not exceed the following:

- (a) One unit on Parcel F-3 which is improved with a single-family residence.
- (b) One unit on Parcel E which is improved with a single-family residence.
- (c) One unit on Parcel G.
- (d) 82 units on Parcel F-2.

5. The construction of the improvements which shall constitute the Brightwood Community shall be restricted as follows:

- (a) The core facility (which will contain, in part, dining, recreational and administrative space serving the residents of the Brightwood Community) shall not exceed 42 feet in height as measured from the finished grade level at the southwest corner of such facility to the peak of the roof.
- (b) The residential facilities or units which shall be adjacent to or surround the core facility shall not exceed 40 feet in height from ground level to the peak of the roof, measured using the "Mean Ground Level" method. Such Mean Ground Level method shall entail measuring the vertical distance from the ground at each of the four corners of the facility in question and the middle of each exterior side wall of the facility to the apex of the roof vertically above each such point, and averaging such eight measurements.
- (c) No building shall be constructed less than 75 feet from the eastern side of (Maryland Route 23).
- (d) There shall not be more than one sign on Falls Road identifying the Brightwood Community. This sign shall not exceed 30 square feet on each face of the sign. The top of the sign shall not extend more than 8 feet from the ground. In

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the event that the Grantor and Meridian Nursing Centers, Inc. (the "Developer" of Parcel F-4) are able to agree upon the use of a single sign to identify their respective projects, then a single sign on Falls Road not exceeding 50 square feet on each face of the sign and not extending more than 10 feet from the ground shall be permitted; provided, however that Meridian Nursing Centers, Inc. shall first agree with the other parties to this Agreement that it shall not construct any additional sign on Falls Road as it may otherwise be permitted under applicable law or agreement.

- (e) Lighting fixtures for above ground parking shall not direct light toward Falls Road and shall not be more than 15 feet in height off the ground.
- (f) The Grantor shall construct an earthen berm along the property line of Parcel F-2 adjacent to Falls Road, which berm shall not be less than 5 feet in height above the edge of the paving on Falls Road. In addition, the Grantor shall plant various landscaping along such berm which shall be no less than 3 feet in height.

(g) Except for the construction of one maintenance or accessory building, no dwelling unit or other improvements shall be constructed on Parcel F-1 as shown on Exhibit B.

(h) The exterior architectural design, landscape screening along Falls Road and identification sign for the Brightwood Community will be accomplished by the participation of two representatives designated by the Individual Grantees in writing. Said right to veto said design, shall be with the intent of assuring an exterior architectural design which will be reasonably compatible with the exterior architectural design of homes in the community in which the Individual

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Grantees reside or are located. Nothing contained herein shall be construed as granting any right of approval to the Grantees over the design of the architecture, the landscape screening or the identification sign of the Brightwood Community.

6. Notwithstanding anything contained herein to the contrary, the Grantor reserves the right to convey the following parcels of land free and clear of the restrictions set forth in this Agreement:

- (a) The existing residence located on Parcel E, together with one acre of land surrounding said residence.
- (b) The parcels of land forming a part of Parcel F-2 and designated as "the Jody Parcel" on Exhibit B.
- (c) The 3.77 acre parcel designated as "F-4: Meridian Parcel" on Exhibit B.
- (d) Parcel G.

7. (a) In consideration of the declarations made by the Grantor herein, Ruxton-Riderwood agrees not to oppose either (i) the Grantor in obtaining through the appropriate zoning, building permit and/or County Review Group process, the approvals necessary for the construction of the Brightwood residential retirement community or (ii) Meridian Nursing Centers, Inc. or Greenspring Meridian Limited Partnership in obtaining through appropriate zoning, building permit and/or County Review Group process, the approvals necessary for the construction of the Meridian Nursing Center, containing no more than 100 beds, on that portion of Parcel F designated as the "Meridian Parcel" on Exhibit B attached hereto and incorporated herein.

(b) In consideration of the declarations made by the Grantor herein, Rockland Village and the Individual Grantees, for their part, individually and collectively, agree not to oppose either (i) the Grantor in obtaining through the appropriate zoning, building permit and/or County Review Group process, the approvals necessary for the construction of the Brightwood residential retirement community or (ii) Meridian Nursing Centers, Inc. or Greenspring Meridian Limited Partnership in obtaining through appropriate zoning, building permit and/or County Review Group process, the approvals necessary for the construction of the Meridian Nursing Center, Inc., Rockland Village and the Individual Grantees.

8. The Grantor hereby agrees that these covenants, restrictions and conditions, once recorded among the Land Records of Baltimore County, shall run with and be binding on the Property and shall inure to the benefit of (a) the successors (by

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operation of law or by virtue of merger or consolidation) and permitted assigns of the Associations and (b) the successors in interest of the respective properties as identified on Exhibit C attached hereto (individually, a "Neighboring Property", and collectively, the "Neighboring Properties") presently owned by the Individual Grantees. This Agreement and the rights of the Grantees hereunder shall not inure to any third party.

9. The covenants, restrictions and conditions of the Grantor set forth herein are intended solely for the benefit of, and may only be enforced by, the Grantees, acting solely or in concert, but not by any other individual home owners or other third parties.

10. Except as may be otherwise provided in Paragraph 8, this Agreement and the rights and obligations created hereunder may not be assigned by any Grantee without the prior written consent of the Grantor or its successors or assigns.

11. The parties warrant and represent that all necessary action required to be taken by their respective charters, by-laws or other organizational documents to authorize the execution of this Agreement has been taken.

12. Any failure to enforce any of the covenants, restrictions and conditions herein contained, in any instance, shall in no event constitute a waiver or estoppel of the right to enforce the same or any other covenants, restrictions or conditions in the event of another violation occurring prior or subsequent thereto. In the event any one or more of the covenants, restrictions and conditions herein contained should for any reason be declared invalid, the remaining covenants, restrictions and conditions shall continue in full force and effect.

13. All terms used herein are to be defined and construed pursuant to the definitions and provisions of the Baltimore County Zoning Regulations and Development Regulations in existence at the date of this Agreement. The terms of this Agreement shall be subject to the applicable rules, regulations, orders and guidelines of any governmental and regulatory authorities, and the Grantor and its successors and assigns shall not be considered in default under this Agreement if it is required by any such authorities to take any actions which may conflict with the terms hereof.

14. Each of the parties hereto warrants that it has carefully read and understands this Agreement and is cognizant of the terms hereof and has had ample time to have been fully advised by counsel of its choosing of its respective rights and obligations with respect to all matters involved in this Agreement.

15. This Agreement contains the entire understanding between the parties and may only be amended by the written agreement of (a) the Grantor or its successors and assigns, (b) a duly authorized officer of each of the Associations which is then

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in existence, if any, and (c) the affirmative vote of 75% of the owners of the Neighboring Properties designated on Exhibit C. For purposes of subparagraph (c), the owner or owners of each Neighboring Property shall be entitled to one vote. The Grantor and its successors and assigns shall be entitled to rely on the apparent authority of any owner of a Neighboring Property as to his or her vote on behalf of all of the owners of such Neighboring Property. Even if a Neighboring Property is divided into several parcels, the owners thereof in the aggregate shall only be entitled to one vote.

16. In the event that an Association or its successors or permitted assigns shall discontinue to exist for a period of ninety (90) days or more, then such Association shall automatically cease to be a party to this Agreement and it shall have no further rights hereunder.

17. This Agreement may be signed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESS: JONES FALLS VALLEY LIMITED PARTNERSHIP
By: Pheasant Hill Corporation, General Partner

By: Clark F. MacKenzie, (SEAL) President

RUXTON-RIDERWOOD-LAKE ROLAND AREA IMPROVEMENT ASSOCIATION, INC.
By: _____ (SEAL) Secretary, _____ (SEAL) President

WITNESS: ROCKLAND VILLAGE HOMEOWNERS ASSOCIATION, INC.
By: J. David Morris, Jr., (SEAL) President

[SIGNATURES CONTINUE ON NEXT PAGE]

EXHIBIT A

BEING KNOWN AND DESIGNATED as Parcels E, F, G, and I on a plat entitled, "Rockland Estate," which plat is recorded among the Land Records of Baltimore County, Maryland, in Plat Book RRG No. 30, folio 63.

SAVING AND EXCEPTING from Parcel F that lot, known as Lot #1, previously conveyed by The Johnson Rockland Company unto Fritz and Judy Wildberger by Deed dated February 8, 1984, and recorded among the aforesaid Land Records in Liber EHK, Jr. No. 6438, folio 667.

SAVING AND EXCEPTING from Parcel F that tract of land containing 2.294 acres, more or less, as described in a Deed dated March 26, 1970, and recorded among the aforesaid Land Records in Liber 5129, folio 404, and as more specifically described in the Saving and Excepting Clause under Tract No. 4 at folio 406.

SAVING AND EXCEPTING from Parcel F that tract of land containing 4.0 acres, more or less, previously conveyed by The Johnson Rockland Company unto Rockland Village Partnership by Deed dated September 15, 1981, and recorded among the aforesaid Land Records in EHK, Jr. No. 6328, folio 307.

SAVING AND EXCEPTING from Parcel I that 5.5 acre tract of land previously conveyed by The Johnson Rockland Company unto Larry M. Slavik and wife by Deed recorded among the aforesaid Land Records in Liber EHK, Jr. No. 6334, folio 42.

BEING the same parcels of ground which by Deed dated December 30, 1986 and recorded among the Land Records of Baltimore County was granted and conveyed by The Johnson Rockland Limited Partnership unto Jones Falls Valley Limited Partnership.

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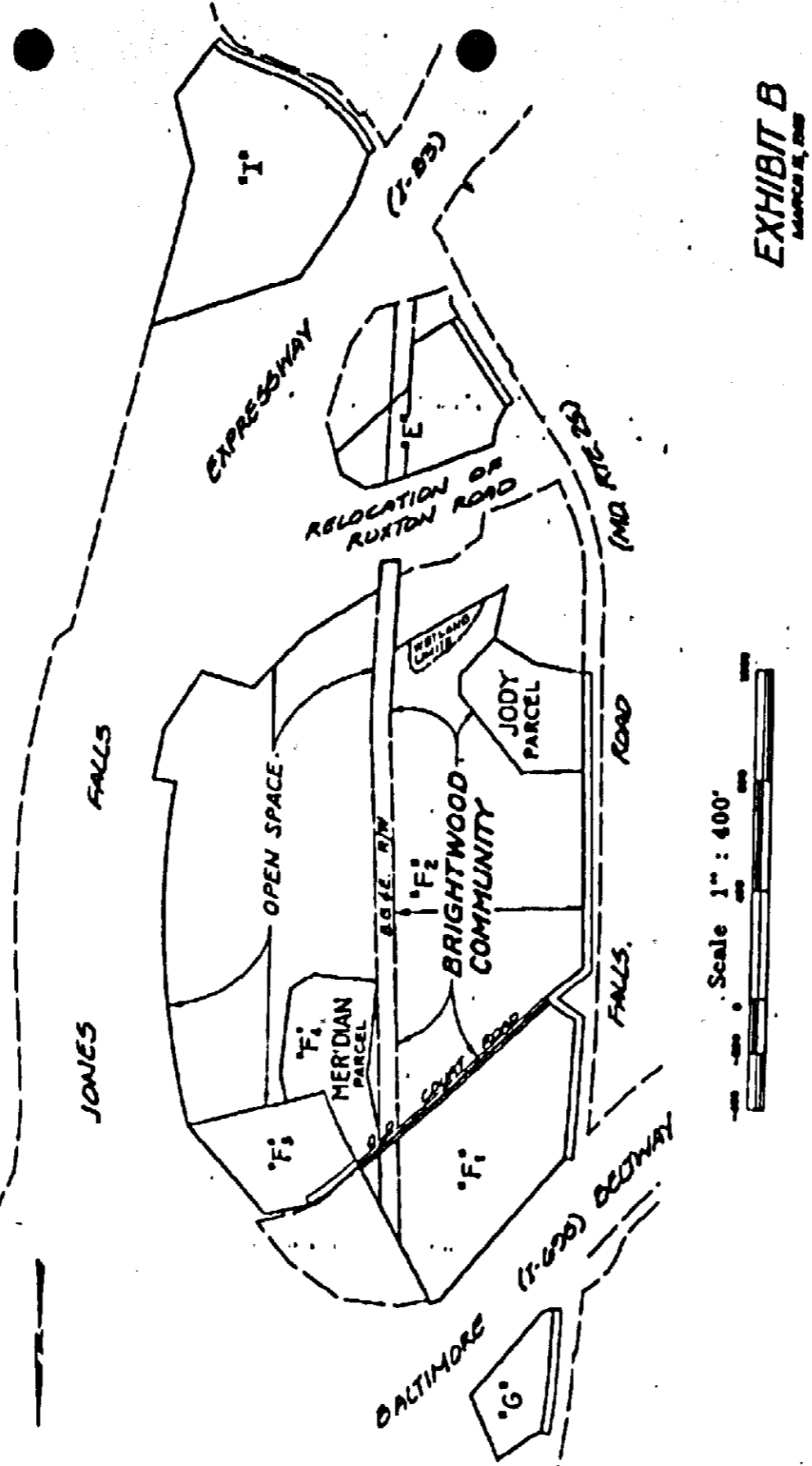


EXHIBIT B
MARCH 15, 1988

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made as of the ___ day of _____, 1988 by and among JONES FALLS VALLEY LIMITED PARTNERSHIP (hereinafter called "Jones Falls Valley"), RUXTON-RIDERWOOD-LAKE ROLAND AREA IMPROVEMENT ASSOCIATION, INC. (hereinafter called "Ruxton-Riderwood"), ROCKLAND VILLAGE HOMEOWNERS ASSOCIATION, INC. (hereinafter called "Rockland"), and DR. J.T.H. JOHNSON and JOHNSON, his wife, T. COURTENAY JENKINS, III and ALLISON JENKINS, his wife, JAMES GARRETT and EDIE GARRETT, his wife, and MARTIN AZOLA and LONE AZOLA, his wife (hereinafter called the "Individual Grantees"), and MARK D. DOPKIN ("Escrow Agent").

EXPLANATORY STATEMENT

A. Jones Falls Valley, Ruxton-Riderwood, Rockland and the Individual Grantees have executed a Restrictive Covenant Agreement of even date herewith (the "Agreement"), and have agreed that such Agreement shall be held in escrow by the Escrow Agent pending the satisfaction of the conditions set forth below.

B. Upon the satisfaction of such conditions, the Agreement shall be released from escrow and the covenants, restrictions and conditions affecting the Property (as such term is defined in the Agreement) shall be recorded among the Land Records of Baltimore County.

NOW, THEREFORE, in consideration of the Explanatory Statement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Five duplicate executed originals of the Agreement are attached hereto and are hereby delivered to the Escrow Agent. Each copy of the Agreement shall be held in escrow by the Escrow Agent until each of the following conditions shall have been satisfied:

A. Jones Falls Valley shall have received all building permits necessary to commence construction of the residential community to be known as "Brightwood" upon the Property (the "Project");

B. Jones Falls Valley shall have received all necessary approvals from all governmental and administrative agencies necessary for the development and construction of the Project;

C. Jones Falls Valley shall have received approval for the construction of no less than 80 residential units on the Property; and

PETITIONER'S
EXHIBIT 5

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BRIGHTWOOD

DENSITY TABULATION

PARCEL	GROSS AREA	DENSITY UNITS TO REMAIN WITH PARCEL	DENSITY UNITS AVAILABLE FOR TRANSFER
E	4.440	1.0	3.440
F1	10.339	-0-	10.339
F2	56.602	56.602	-0-
F3	3.763	-0-	3.763
G	2.367	1.0	1.367
I	11.359	-0-	11.359
	88.870	58.602	30.268

Parcel	Color	Description	Gross Area (Acres)
E	Pink	1 unit remaining for existing single family dwelling near Brookhollow Fire Station	3.440
F1	Orange	No dwelling units	10.339
F2	Green	Brightwood Community, Meridian Nursing Center and two single family lots.	56.602
F3	Red	1 unit remaining for existing single family dwelling at end of Old Court Road.	3.763
G	Yellow	1 unit remaining with parcel.	1.367
I	Blue	Parcel to remain vacant.	11.359
			88.87

PARKING TABULATION

REQUIRED	PROVIDED
LOTS 1, 2 AND 3 3 SINGLE FAMILY DWELLINGS @ 2 SP/Well = 6 SP. CONDOMINIUM UNITS 45-49 (THE CRESCENT) 14 UNITS @ 1SP/2 UNITS = 14 SP.	LOTS 1, 2, AND 3 CONDOMINIUM UNITS 45-49 (THE CRESCENT) = 32 SP.
CENTRAL CORE BUILDING (THE CLUB) 20 UNITS @ 1SP/2 UNITS = 10 SP. CONDOMINIUM CLUSTER UNITS 1-44 (THE SQUARE & THE LAWN) 44 UNITS @ 1SP/2 UNITS = 22 SP.	CENTRAL CORE BUILDING, 20 UNITS (THE CLUB) CONDOMINIUM CLUSTER UNITS 1-44 (THE SQUARE & THE LAWN) = 87 SP.
TOTAL REQUIRED = 44 SP.	TOTAL PROVIDED = 117 SP.

EACH SINGLE FAMILY DETACHED UNIT HAS A GARAGE AND AT LEAST ONE OUTSIDE PARKING SPACE IN THE DRIVEWAY. ONE COVERED PARKING SPACE SHALL BE PROVIDED FOR THE EXCLUSIVE USE OF RESIDENTS OF UNITS 1-44, THE REMAINING 43 SPACES, UNCOVERED AND OUTSIDE THE LIMITS OF LOT 43 ARE FOR OVERFLOW PARKING FOR UNITS 1-40.

SUMMARY OF ZONING REQUESTS:

- A SPECIAL HEARING IS REQUESTED TO PERMIT A MAXIMUM WIDTH OF BUILDING ELEVATION OF 950 FEET AND 350 FEET IN LIEU OF THE PERMITTED 500 FOOT MAXIMUM AS SPECIFIED IN SECTION 1901.28.2 (ICRZ)
- A SPECIAL HEARING IS REQUESTED TO PERMIT THE CONSOLIDATION OF DENSITY OF NON CONFIGURABLE PARCELS OF AN ORIGINAL OVERALL TRACT ON A PORTION OF THE REMAINING OVERALL TRACT. SECTION 1901.2 (ICRZ)
- A VARIANCE IS REQUESTED TO SECTION 1901.28 (ICRZ), (V.B.2, C.N.B.P.) TO PERMIT A FRONT YARD SETBACK OF 15 FEET IN LIEU OF THE REQUIRED 70 FEET FOR THE PROPOSED GARAGEHOUSE.
- A VARIANCE IS REQUESTED TO SECTION 1901.28 (ICRZ), (V.B.2, C.N.B.P.) TO PERMIT A SIDE YARD SETBACK OF 10 FEET IN LIEU OF THE MAXIMUM REQUIRED 45 FEET FOR THE PROPOSED GARAGEHOUSE.
- A "BLANKET" VARIANCE IS REQUESTED TO SECTION 1901.28.3, (ICRZ) TO PERMIT A 4 FOOT PASSAGEWAY WIDTH IN LIEU OF THE REQUIRED 10 FOOT MINIMUM.
- A "BLANKET" VARIANCE IS REQUESTED TO SECTION 1901.2C.2.B, (ICRZ) TO PERMIT A DISTANCE OF 6 FEET BETWEEN THE CENTERS OF FACING WINDOWS OF DIFFERENT DWELLING UNITS IN LIEU OF THE REQUIRED 40 FOOT MINIMUM.
- A "BLANKET" VARIANCE IS REQUESTED TO SECTION 1901.2C, (ICRZ) (V.B.2.B, C.N.B.P.) TO PERMIT A DISTANCE OF 0 FEET FOR WINDOW TO LOT LINE IN LIEU OF THE REQUIRED 15 FOOT MINIMUM.
- A "BLANKET" VARIANCE IS REQUESTED TO SECTION 1901.2C.1, (V.B.2.B, C.N.B.P.) TO PERMIT A HORIZONTAL SEPARATION BETWEEN TWO DWELLING UNITS, NOT MUTUALLY ATTACHED OF 5' (DISTANCE), 125' MAX. BLDG HEIGHT, IN LIEU OF THE REQUIRED 25' MINIMUM.

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D. Construction of the Project shall have commenced.

2. Upon the notification by Jones Falls Valley to the Escrow Agent of the satisfaction of all of the foregoing conditions (the "Notification Date"), the Escrow Agent shall release the Agreements from escrow and deliver them to Jones Falls Valley, Ruxton-Riderwood, Rockland and the Individual Grantees, respectively. The fifth copy shall thereupon be recorded by the Escrow Agent, at the expense of Jones Falls Valley, among the Land Records of Baltimore County.

3. Until the Notification Date, neither the Associations nor the Individual Grantees shall oppose either Jones Falls Valley or Greenspring Meridian Limited Partnership in connection with the Project, in accordance with Paragraph 7 of the Agreement.

4. In the event of any breach by the Associations or the Individual Grantees under this Escrow Agreement or the Agreement, or in the event Jones Falls Valley elects not to proceed with the Project, Jones Falls Valley, at its option, may terminate the Agreement. In the event of such termination, the parties shall have no further obligations or liabilities to the others.

5. The parties hereto reserve the right, at any time, to substitute a new escrow agent in place of the Escrow Agent.

6. Jones Falls Valley covenants that in seeking a consolidation of the density units available to the Property onto Parcel F, such consolidation of the density units shall be contingent upon the Project being a residential retirement community. Escrow Agreement and the Agreement in reliance upon the zoning order which grants such consolidation containing such contingency.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first above written.

WITNESS:

JONES FALLS VALLEY LIMITED PARTNERSHIP

By: Pheasant Hill Corporation,
General Partner

By: _____ (SEAL)
Clark F. MacKenzie,
President

[Signatures continue on next page]

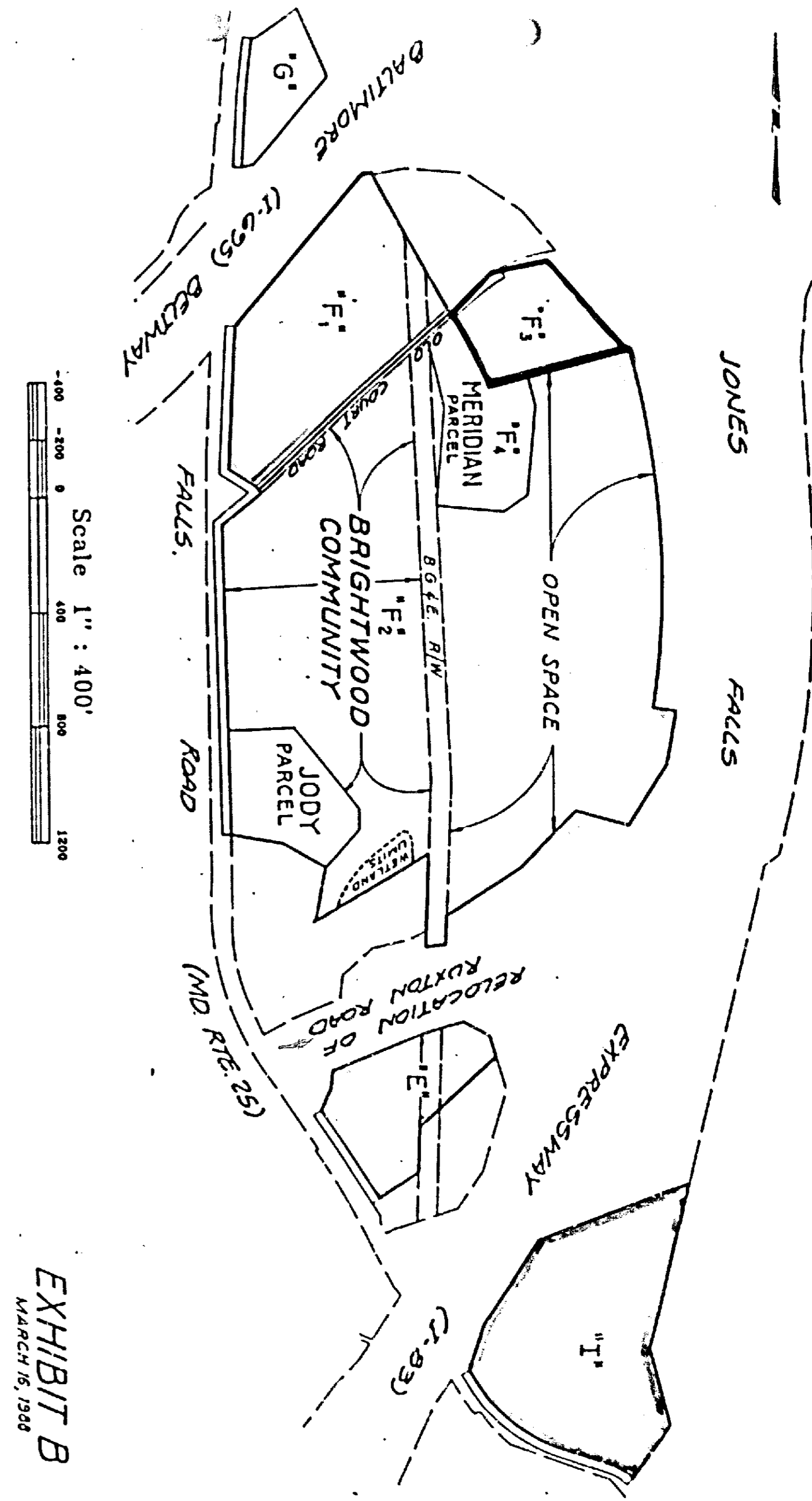


EXHIBIT B
MARCH 15, 1988

IN RE: PETITION SPECIAL HEARING * BEFORE THE
JONES FALLS VALLEY * ZONING COMMISSIONER
LIMITED PARTNERSHIP * OF BALTIMORE COUNTY
Petitioners * Case # 88-381-SPH

PETITIONER'S MEMORANDUM OF LAW
IN SUPPORT OF ITS POSITION

Petitioner, Jones Falls Valley Limited Partnership, by its attorneys Robert R. Bowie, Jr., Mark T. Jensen, White, Mindel, Clarke & Hill and R. Bruce Alderman files this Memorandum of Law and states:

FACTUAL BACKGROUND

By Deed dated December 30, 1986, and recorded among the Land Records of Baltimore County, Maryland in Liber No. 7379, Folio 409, Petitioner purchased from the Johnson Rockland Limited Partnership, the property known as Parcels E, F (including F₁, F₂, and F₃), G and I on a plat entitled "Rockland Estate" (hereinafter the "subject parcels") which plat is recorded among the Land Records of Baltimore County, Maryland in Plat Book RRG No. 30 Folio 63 (a copy of said plat is attached hereto as "Exhibit A" and referred to as the "Rockland Estate Plat"; a copy of said Deed is attached hereto as "Exhibit B"), with the following exceptions:

SAVING AND EXCEPTING from Parcel F that lot, known as Lot #1, previously conveyed by The Johnson Rockland Company unto Fritz and Judy Wildberger by Deed dated February 8, 1984, and recorded among the aforesaid Land Records in Liber EHK, Jr. No. 6438, Folio 667.

SAVING AND EXCEPTING from Parcel F that tract of land containing 2.294 acres, more or less, as described in a Deed dated March 26, 1970, and recorded among the aforesaid Land Records in Liber 5129, Folio 404, and as more specifically described in the Saving and Excepting Clause under Tract No. 4 at Folio 406.

SAVING AND EXCEPTING from Parcel F that tract of land containing 4.0 acres, more or less, previously conveyed by The Johnson Rockland Company unto Rockland Village Partnership by Deed dated September 15, 1981, and recorded among the aforesaid Land Records in EHK, Jr. No. 6328, Folio 307.

SAVING AND EXCEPTING from Parcel I that 5.5 acre tract of land previously conveyed by the Johnson Rockland Company unto Larry M. Slavik and wife by Deed recorded among the aforesaid Land Records in Liber EHK, Jr. No. 6334, Folio 42.

Said exceptions are noted on Exhibit A in red.

The Rockland Estate Plat represents what remains of the original Johnson tract after the State Roads Commission of Maryland obtained, pursuant to condemnation proceedings, portions of the tract for the construction of the Baltimore Beltway and the Jones Falls Expressway. The findings of the various condemnation proceedings are found in the following four separate Inquisitions: 1. Inquisition dated January 23, 1958 recorded among the Land Records of Baltimore County in Liber 3301, Folio 107; 2. Inquisition dated February 28, 1962 recorded among the Land Records of Baltimore County in Liber 3960, Folio 545; 3. Inquisition dated December 17, 1963 recorded among the Land Records of Baltimore County at Liber 4246, Folio 278; and 4. Inquisition dated October 14, 1964 recorded among the Land Records of Baltimore County at Liber 4373, Folio 458. Said

2

Inquisitions are collectively attached hereto as "Exhibit C" and will be collectively referred to herein as the "Inquisitions".

The State Roads Commission of Maryland paid three hundred eight thousand four hundred sixty-five dollars (\$308,465.00) for the approximately one hundred ten (110) acres, more or less, acquired pursuant to the above condemnation proceedings.

The Inquisitions confirm that the State Roads Commission of Maryland paid for a fee simple interest in the land taken. No mention is made of damages to the remainder of the tract being included in the damages paid pursuant to the Inquisitions.

The subject Parcels are all zoned DR-1. Together they contain 88.87 gross acres more or less, broken down as follows: Parcel E 4.44 acres more or less; Parcel F₁ 10.339 acres more or less; Parcel F₂ 56.602 acres more or less; Parcel F₃ 3.763 acres more or less; Parcel G 2.367 acres more or less; and Parcel I 11.359 acres more or less.

Parcel E contains an existing dwelling and Petitioner wishes to reserve one acre to provide a lot for said dwelling. Petitioner also wishes to reserve one density unit (1.0 acres) from Parcel G thereby reducing the total area available for development by 2 acres. This leaves a total of 86.87 gross acres more or less available for development.

3

Petitioner seeks approval to construct buildings with the equivalent of 86.87 dwelling units on Parcel F₂. As a result no new dwelling units would be constructed on Parcels E, F₁ or F₃, and Parcel I would remain completely undeveloped.

The subject parcels are being developed by MacKenzie and Associates which has a long and distinguished record in Baltimore County having successfully developed in excess of sixty projects over the past twenty-five years. These projects evidence MacKenzie and Associates' deep commitment to developing aesthetically pleasing projects which blend naturally into surrounding geography and communities. Toward this end Petitioner seeks to consolidate allowed density which will have the effect of maximizing the amount of land within the subject parcels which will remain pristine, undeveloped and available for all the community to enjoy.

LEGAL ARGUMENT

The subject parcels constitute a "subdivision tract" and Petitioner should be allowed to consolidate the total dwelling units allowed in the entire tract in Parcel F₂ pursuant to Baltimore County Zoning Regulations (BCZR), Sec. 1B01.2(a)(1) which authorize the consolidation of allowed density between portions of a single "subdivision tract".

4

The fact that the subject parcels are separated by the Baltimore Beltway and the Jones Falls Expressway does not preclude their being treated as a single subdivision tract.

The Maryland Court of Appeals supported this view in Gruver-Cooley v. Perlis, 252 Md 684 (1968). The court was faced with the question of whether the fact that a public road separated two parcels prevented the transfer of density between them when the Montgomery County Code allowed density transfer between "adjoining subdivisions" only. The court held that the density transfer across the public road was permissible and went on to state that the properties need not abut to the "adjoining subdivisions" so long as the property which separates them may not be put to a private use. Gruver-Cooley at 695. Thus a public road does not prevent two parcels from "adjoining" each other.

Similarly parcels are "contiguous" even though separated by a public road. In holding that two parcels may be "contiguous" under the Baltimore County Code even though separated by a public road, the Maryland Court of Appeals adopted the Black's Law Dictionary definition to the effect that "...contiguous" is defined to mean 'in close proximity; near in succession; an actual close contact; touching; bounded or traversed by.'" Swathmore Co. v. Kaestner, 258 Md 517 at 530 (1970).

5

The notion that property may be "adjoining" and "contiguous" even though separated by a public road has been adopted by the Baltimore County Zoning Commissioner in Case No. 87-362-SPH In Re: Petition Special Hearing NE/S of Falls Road, 172' NW of the centerline of Greenspring Valley Road - 8th Election District, PF&M Associates Ltd. Partnership, et al Petitioners; and Case No. 86-509-SPH In Re: Petition Special Hearing W/End of Bluegrass Road, 280' W of Centerline of Hamiltowne Circle - 14th Election District, Hamiltowne Improvement Association, Inc., Petitioner.

It follows logically that if density may be transferred between two parcels which are legally "contiguous" and "adjoining" even though they are separated by a public road then surely two parcels originating from a single tract may be deemed a "subdivision tract" for purposes of density transfer even though they are separated by the Baltimore Beltway and the Jones Falls Expressway.

The Zoning Commissioner of Baltimore County ("Commissioner") addressed a situation similar to the Petitioner's in case No. 86-509-SPH In Re: Petition Special Hearing w/End of Bluegrass Road, 280' W of the centerline of Hamiltowne Circle - 14th Election District, Hamiltowne Improvement Association, Inc., Petitioner: Findings of Fact and Conclusions of Law ("Hamiltowne"), a copy of which is attached hereto as "Exhibit D". Hamiltowne involved the transfer of allowed density between two parcels separated by Interstate 95.

6

After citing the Swathmore Co. definition of "contiguous" (see above) the Commissioner went on to say: "Clearly, then, the zoning regulations intend that contiguous property within the subdivision tract showed (sic) be considered as a single tract, and if one metes and bounds description exists for the single tract, transfer of density be permitted." Hamiltowne at page 3. The plat attached hereto as Exhibit A includes the Subject Parcels and is in effect a single metes and bounds, or legal description for the subdivision tract to which the subject parcels belong.

The Commissioner went on to state:

It is a long-standing policy of the Zoning Commissioner to permit such a transfer in a D.R. zone where the tract is divided by a public road and where the tract, as in this case, is one lot of record. The existence of I-95 should not negate the right to transfer six units to the D.R.5.5-zoned portion. Hamiltowne, at page 4.

In Hamiltowne the construction of Interstate 95 left one of the parcels completely landlocked. The Commissioner inferred from this that the "...State paid 'something' to the owners for the loss of use of the land..." and that "...the construction of I-95 minimized the value of that parcel to the north, and any value placed and received for its taking was based thereon." Because he felt the property owners had been paid for the loss of use of one parcel pursuant to the condemnation proceedings the Commissioner refused to allow the requested transfer of density because he felt it would be a "windfall" to the property owners.

7

Petitioner's position is clearly distinguishable from that in Hamiltowne. The Inquisitions attached as Exhibit C specifically state that the damages awarded were for a fee simple interest in the lands taken. No damages were awarded for loss to adjacent property, and in fact no damages could have been awarded for loss of the right to transfer density because the BCZR sections pertaining to density transfer were not enacted until 1970, fully six years after the last Inquisition.

In addition the taking of land for the construction of the Baltimore Beltway and the Jones Falls Expressway did not leave any of the subject parcels landlocked or otherwise unuseable.

In Maryland when land is acquired by the state pursuant to a condemnation proceeding damages are rarely awarded for injury to the property remaining unless the remaining property is rendered landlocked or in some other fashion unuseable. See State Roads Commission of Maryland v. Adams, 238 Md 371 (1964) and Big Pool Holstein Farms, Inc. v. State Roads Commission of Maryland, 245 Md 108 (1965).

Unlike the situation in Hamiltowne Petitioner's land was not rendered landlocked or otherwise unuseable by the condemnation proceedings and Petitioner's predecessors to title were not compensated for damage to the adjacent parcels.

8

CONCLUSION

The Subject Parcels constitute a single subdivision tract and Petitioner should be allowed to consolidate the total allowed density into Parcel F₂ pursuant to BCZR, Sec. 1B01.2(a)(1) despite the fact that part of the subdivision tract was taken by the State. Petitioner's consolidation of density will not constitute a windfall to Petitioners.

Robert R. Bowie, Jr.
Robert R. Bowie, Jr.

Mark T. Jensen
Mark T. Jensen
White, Mindel, Clarke & Hill
29 W. Susquehanna Avenue
Towson, Maryland 21204
(301) 828-1050

R. Bruce Alderman
R. Bruce Alderman
Attorneys for Petitioner

LIBER 7374 FOLIO 09
DEED - FEE SIMPLE - INDIVIDUAL GRANTOR - LONG FORM

This Deed, MADE THIS 30th day of December
in the year one thousand nine hundred and eighty-six by and between
THE JOHNSON ROCKLAND LIMITED PARTNERSHIP, a Maryland limited partnership
of the first part, and
JONES FALLS VALLEY LIMITED PARTNERSHIP, a Maryland limited partnership,
party of the second part,
of the second part.

WITNESSETH, That in consideration of the sum of One Million Seven Hundred Thousand and No/100 Dollars (\$1,700,000.00)

the said party of the first part
do es grant and convey to the said party of the second part, its
personal representatives or assigns
those lots of ground situate in Baltimore County, Maryland,
and described as follows, that is to say:

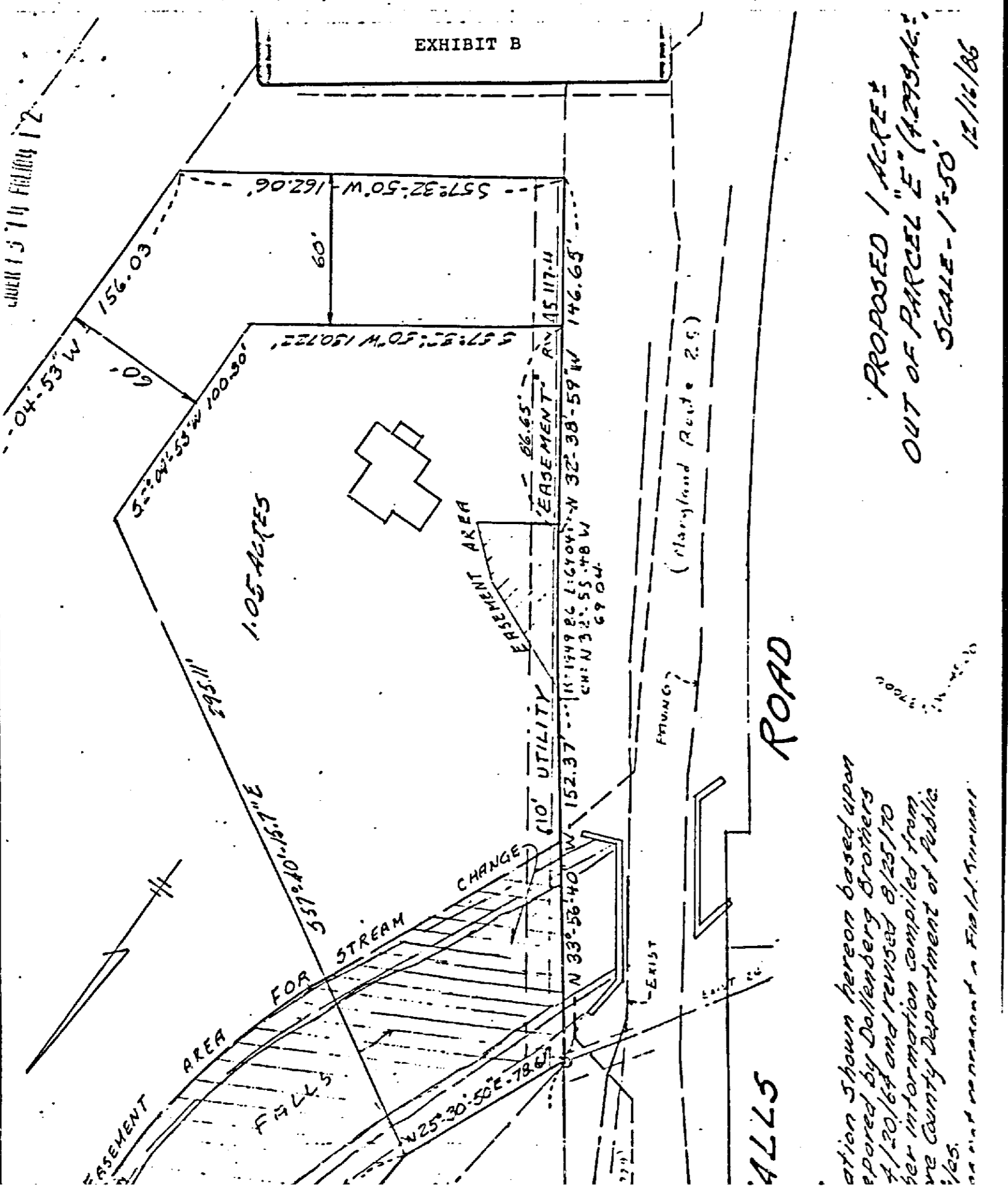
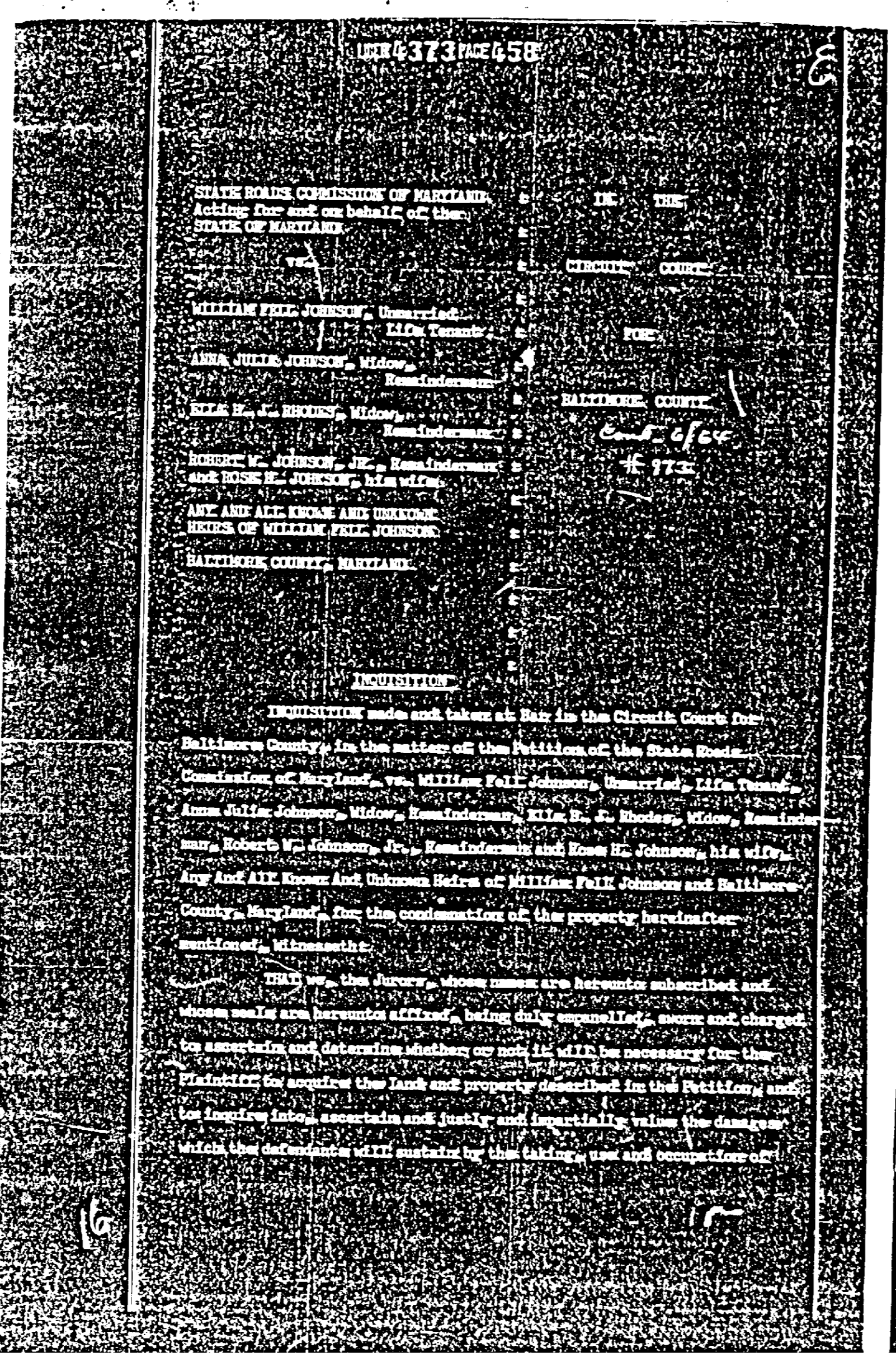
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

BEING the same lots of ground which by Deed dated April 30, 1985, and recorded among the Land Records of Baltimore County, Maryland, in Liber EHK, Jr. No. 6922, folio 114, was granted and conveyed by Robert M. Johnson, Josephine D. Johnson, Pearce C. Johnson, and Gordon Brock Johnson, unto The Johnson Rockland Limited Partnership, the within-named party of the first part.

The development and ownership of the property conveyed by this Deed is strictly restricted and controlled by a contract of sale and development dated December 30, 1986, between the party of the first part (grantor) and the party of the second part (grantee). These restrictions will run with the land.
Pursuant to such contract of sale, grantor has the right to reacquire title to the parcel containing approximately one (1) acre of land as hereinafter described.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.
Notary Public
My Commission expires: July 1, 1990

EXHIBIT C



LIBER 7374 FOLIO 10
DEED - FEE SIMPLE - INDIVIDUAL GRANTOR - LONG FORM

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To HAVE AND TO HOLD the said described lots of ground and premises to the said party of the second part, its personal representatives or assigns, in fee simple.

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

Witness the hand and seal of said grantor
THE JOHNSON ROCKLAND LIMITED PARTNERSHIP

Robert M. Johnson
General Partner

STATE OF MARYLAND, Baltimore County, to wit:
I HEREBY CERTIFY, That on this 30th day of December, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Robert M. Johnson, General Partner, whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be sealed the same.

In Witness Whereof, I have hereunto set my hand and official seal.
Notary Public
My Commission expires: July 1, 1990

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE

TO: J. Robert Haines, Esq., Zoning Commissioner
FROM: Mr. F. David Fields, Director, Office of Planning and Zoning
SUBJECT: Zoning Petition #88-381-SPHA

This office is supportive of development in conformance with the proposed plan. CRG approval was given on December 9, 1989. Further, the Planning Board made a positive finding as to compatibility.

F. David Fields
F. David Fields
Office of Planning and Zoning

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your petition has been received and accepted for filing this 7th day of January, 1989.

J. Robert Haines
J. Robert Haines
ZONING COMMISSIONER
Received by: James E. Dyer
Chairman, Zoning Plans Advisory Committee

LIBER 7374 FOLIO 11
EXHIBIT A

BEING KNOWN AND DESIGNATED as Parcels E, F, G, and I on a Plat entitled, "Rockland Estate," which Plat is recorded among the Land Records of Baltimore County, Maryland, in Plat Book RRG No. 30, folio 63.

SAVING AND EXCEPTING from Parcel F that lot, known as Lot #1, previously conveyed by The Johnson Rockland Company unto Fritz and Judy Wildberger by Deed dated February 8, 1984, and recorded among the aforesaid Land Records in Liber EHK, Jr. No. 6438, folio 667.

SAVING AND EXCEPTING from Parcel F that tract of land containing 2.294 acres, more or less, as described in a Deed dated March 26, 1970, and recorded among the aforesaid Land Records in Liber 5129, folio 404, and as more specifically described in the Saving and Excepting Clause under Tract No. 4 at folio 406.

SAVING AND EXCEPTING from Parcel F that tract of land containing 4.0 acres, more or less, previously conveyed by The Johnson Rockland Company unto Rockland Village Partnership by Deed dated September 15, 1981, and recorded among the aforesaid Land Records in EHK, Jr. No. 6328, folio 307.

SAVING AND EXCEPTING from Parcel I that 5.5 acre tract of land previously conveyed by The Johnson Rockland Company unto Larry M. Slawik and wife by Deed recorded among the aforesaid Land Records in Liber EHK, Jr. No. 6334, folio 42.

REL/vlv95(1)
E897-003:1

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE
March 11, 1989

County Office Bldg.
111 W. Chesapeake Ave.
Towson, Maryland 21204

Jones Falls Valley Limited Partnership
c/o Clark F. MacKenzie
2328 West Joppa Road, Suite 203
Lutherville, Maryland 21093

MEMBERS
Bureau of Engineering
Department of Traffic Engineering
State Roads Commission
Bureau of Fire Prevention
Health Department
Project Planning
Building Department
Board of Education
Zoning Administration
Industrial Development

Dear Mr. MacKenzie:
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 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:rcr
Enclosures
cc: George William Stephens, Jr. and Associates, Inc.
303 Allegheny Avenue
Towson, Maryland 21204

Baltimore County
Department of Public Works
Bureau of Traffic Engineering
Courts Building, Suite 405
Towson, Maryland 21204
494-3554

February 16, 1988

Mr. J. Robert Haines
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Dear Mr. Haines:

The Bureau of Traffic Engineering has no comments for items number 232, 233, 234 and 235.

Very truly yours,

Michael S. Flanigan
Michael S. Flanigan
Traffic Engineer Associate II

MSP/pml-b

ZONING OFFICE



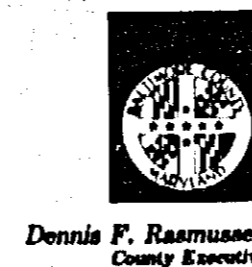
Dennis F. Rasmussen
County Executive

Baltimore County
Fire Department
Towson, Maryland 21204-2636
494-4500

Paul H. Rehnke
Chief

January 11, 1988

J. Robert Haines
Zoning Commissioner
Office of Planning and Zoning
Baltimore County Office Building
Towson, MD 21204



Dennis F. Rasmussen
County Executive

Re: Property Owner: Jones Falls Valley Ltd. Partnership

Location: SE/C Falls Road and Baltimore Beltway

Item No.: 235 Zoning Agenda: Meeting of 1/5/88

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 or _____ 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 comment at this time.

REVIEWER: *Carl L. Kelly* Noted and Approved: *John F. O'Neill*
Planning Group Fire Prevention Bureau
Special Inspection Division

/s/

M
MACKENZIE
& ASSOCIATES
INCORPORATED

RECEIVED
MAY 3 1988
ZONING OFFICE

May 2, 1988

Deputy Zoning Commissioner
Ann M. Nastarowicz
111 West Chesapeake Avenue
Room 109
Towson, MD 21204

RE: Brightwood
Case #88-381-SPHA

Dear Deputy Commissioner Nastarowicz:

Thank you for the prompt issuance of the Zoning Order granting the relief we requested on Brightwood, our planned retirement community. We have been working on this project for about a year and a half now and this appears to be one of our last major hurdles prior to commencing construction.

In regard to the Order itself, I would like to offer the following:

1. Our density plat, which you have referred to in Restriction #2, will be submitted to the County this week for its review process, however, it is doubtful that it would be approved and recorded within the thirty day period which you have requested. Therefore, I request that you please extend the deadline.
2. In the last paragraph on page 5 of the Order, reference is made to the transfer of density onto one parcel of an original overall tract. It is our intention to transfer the density of all parcels, with the exception of one unit each on parcels G and E, to parcels F-2 and F-3. This was the intent of our requests and supporting evidence given at the hearing and we just want to be sure that the Order is clear on this matter.

REAL ESTATE DEVELOPMENT / LEASING & MANAGEMENT

2328 West Joppa Road
Suite 200
Lutherville, Maryland 21093
(301) 821-6565

Deputy Commissioner Nastarowicz
Page 2
May 2, 1988

If you are in agreement with these requests, please let me know how we can handle these amendments. If you would like to discuss these requests further, please contact me at your earliest convenience.

Very truly yours,
James C. DiPaula, Jr.
James C. DiPaula, Jr.
Project Manager

JCD,Jr/dms

cc: Clark F. MacKenzie
Robert Bowie, Esq.
Charles E. Fick

GWS
GEORGE WILLIAM STEPHENS, JR.
AND ASSOCIATES, INC.
CONSULTING ENGINEERS

GEORGE WILLIAM STEPHENS, JR.
(1988-1987)

June 30, 1988

RECEIVED, ZONING OFFICE
DATE: 6-30-88

RE: Petitions for Special Hearing
and Zoning Variance
Southeast Corner of Falls Road
and Baltimore Beltway
9th Election District
Case #88-381-SPHA

Dear Ms. Nastarowicz,

In accordance with your amended order for the subject case dated May 13, 1988 in which you required that we file the required documentation in the Land Records for Baltimore County evidencing the transfer of the remaining density units, etc. within 60 days of the subject order, I am enclosing herewith one copy of the recorded plat entitled Density Consolidation Plat - Brightwood recorded in the Land Records under SM 58 folio 132 on June 27, 1988.

I trust this will suffice for your present needs, however, if you desire any additional information please do not hesitate to call.

Very truly yours,

GEORGE WILLIAM STEPHENS, JR.
AND ASSOCIATES, INC.
Charles E. Fick
Charles E. Fick, P.E.,
President

CF:kmh
cc: Mr. Chip DiPaula
Mr. Joseph Warfield
Mr. Robert Aumiller

TOWSON
303 BALTIMORE AVENUE
TOWSON, MARYLAND 21286
494-3554

GWS
GEORGE WILLIAM STEPHENS, JR.
AND ASSOCIATES, INC.
CONSULTING ENGINEERS

BEL AIR
201 EAST BROADWAY
BEL AIR, MARYLAND 21034
301-784-3800

TO: BALTO. CO. OFFICE OF
CURRENT PLANNING AND
ZONING DATE: 2/17/88
REFERENCE: BRIGHTWOOD
ITEM 235
CASE 88-381

ATTENTION: CHIEF ENGINEER

We are:

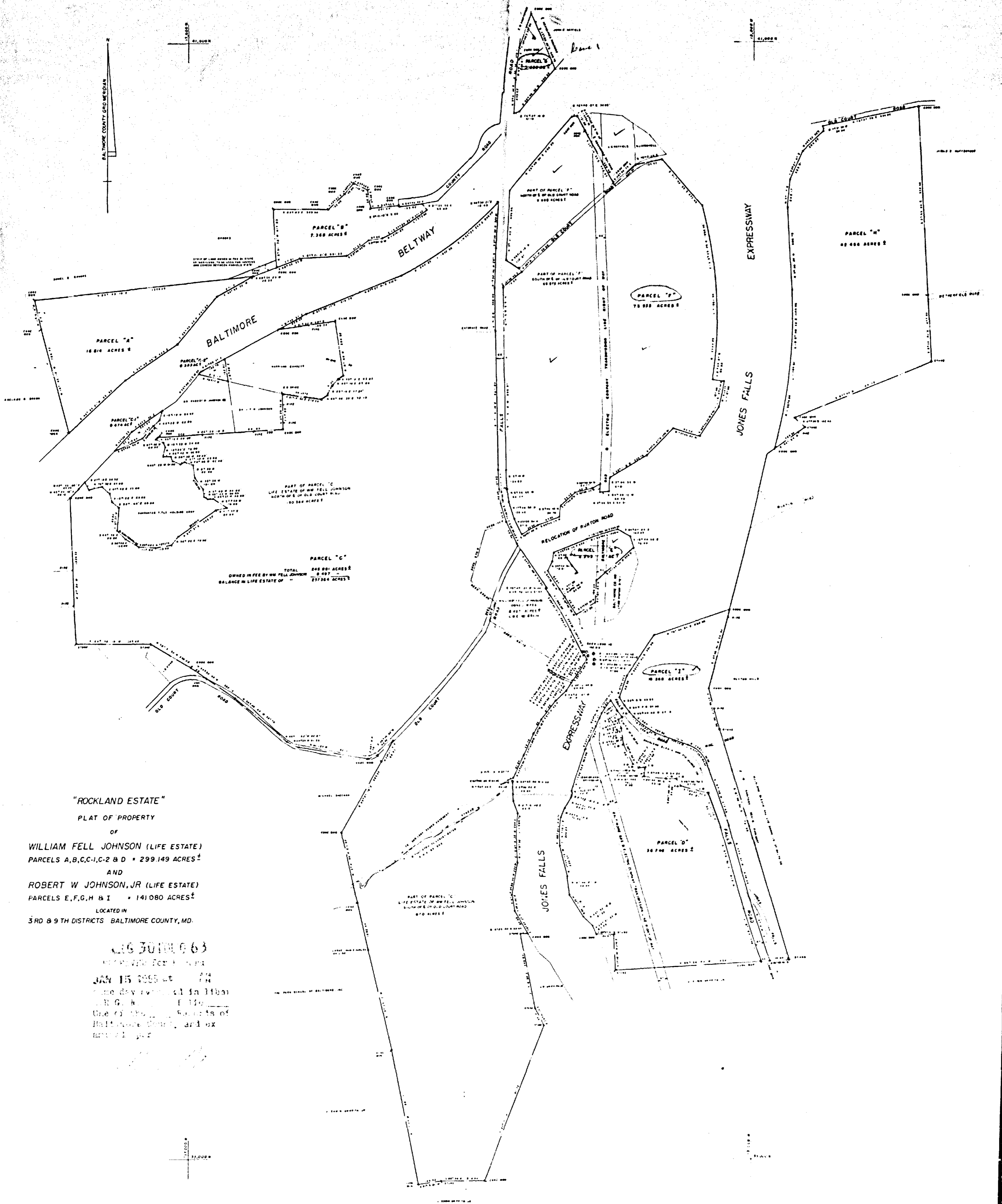
- Submitting Herewith Under Separate Cover
 Forwarding
 Returning

COPIES DESCRIPTION
1 CHECK IN THE AMOUNT OF \$35.00
2 EACH PETITION ATTACHMENTS LISTING ZONING REQUESTS

In accordance with your request
 For your review
 For processing
 Plans reviewed and accepted

For your use
 Please call when ready
 Please return to this office requested

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT
No. 45969
DATE: 2/17/88 ACCOUNT: R-01-015-000
AMOUNT: \$ 35.00
RECEIVED 494-3554 J/S.
FOR: Revenue ES E. MATY
VALIDATION OR SIGNATURE OF CASHIER



"ROCKLAND ESTATE"

PLAT OF PROPERTY

OF

WILLIAM FELL JOHNSON (LIFE ESTATE)

PARCELS A, B, C, I, C-2 & D = 299,149 ACRES ±

AND

ROBERT W JOHNSON, JR (LIFE ESTATE)

PARCELS E, F, G, H & I = 141,080 ACRES ±


LOCATED IN

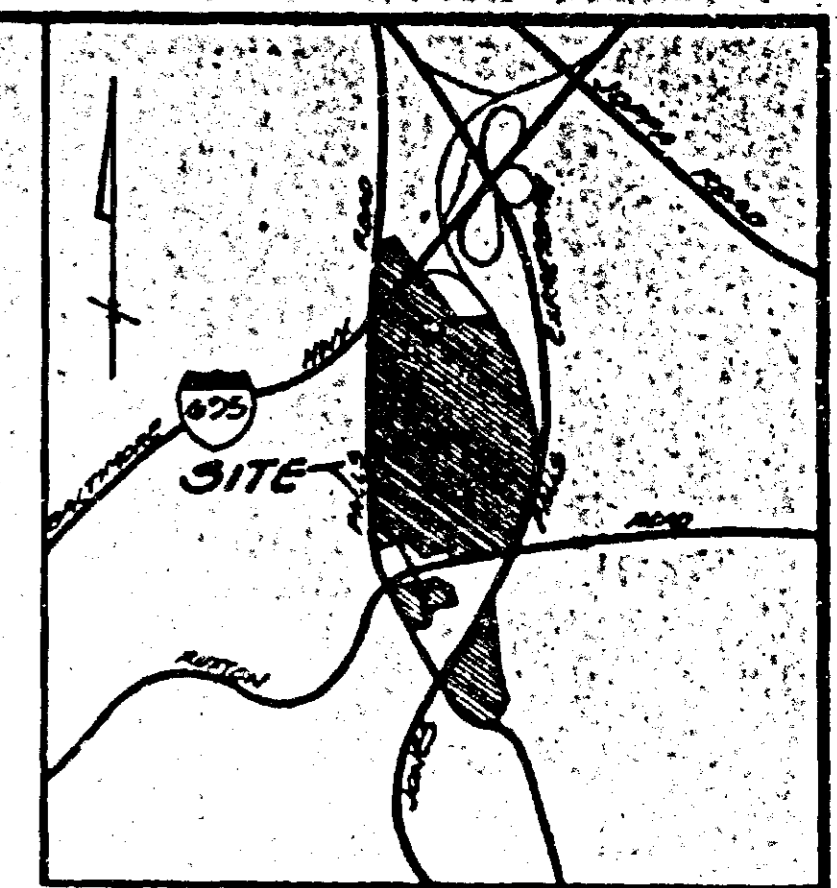
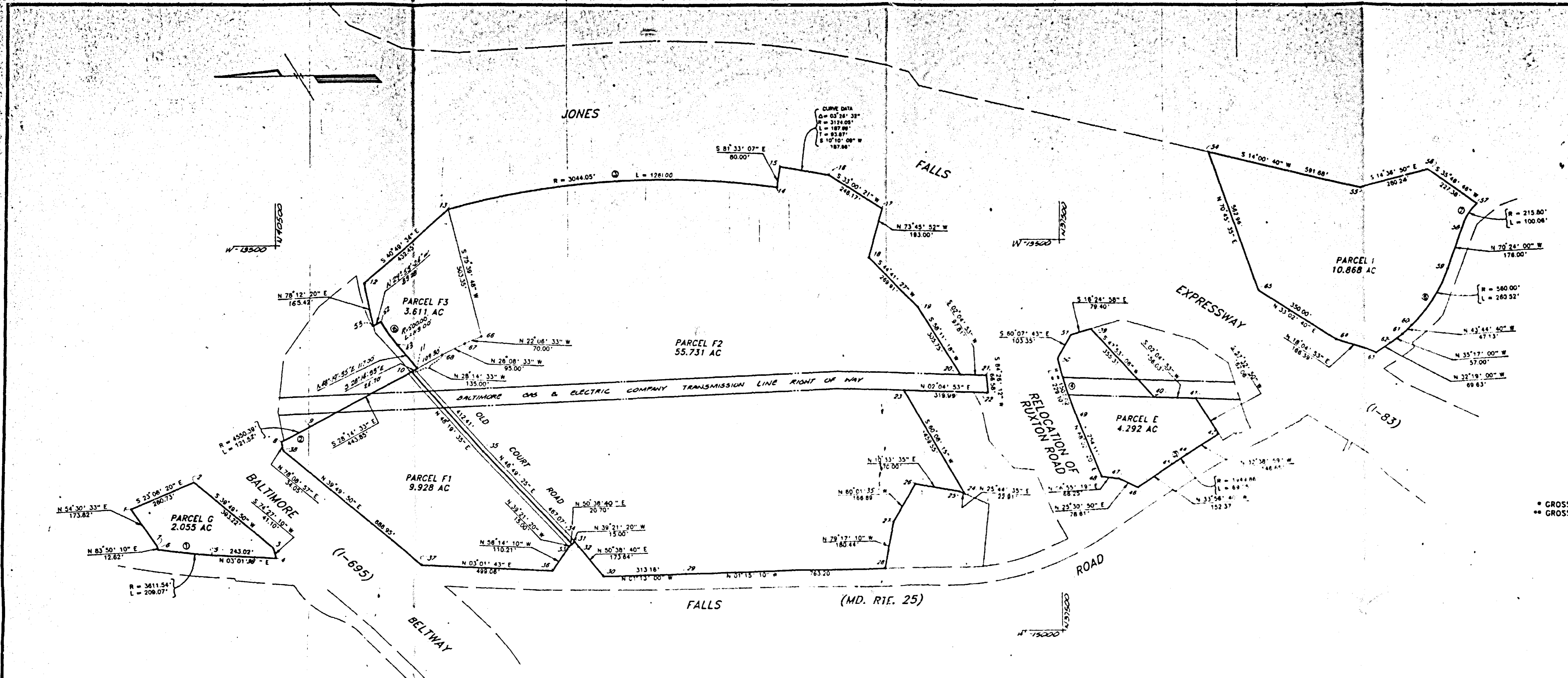
3RD & 9TH DISTRICTS BALTIMORE COUNTY, MD.

JAN 15 1966

One of the original records of Baltimore County, and on file in the office of the Clerk of the Board of Assessors, Baltimore County, Maryland.

NOTE: EASEMENT AREA ADJACENT TO THE BALTIMORE BELTWAY & THE JONES FALLS EXPRESSWAY ARE SHOWN ON THE PHOTOGRAPHIC MAP PREPARED IN CONNECTION WITH THIS PLAT.


 SCALE: 1"=600'
 REVISED: JUNE 6, 1964
 APRIL 20, 1964
DOLLENBERG BROTHERS
 SURVEYORS & CIVIL ENGINEERS
 708 WASHINGTON AVENUE
 TOWSON, MARYLAND



TABULATION

PARCEL AREAS	NET	GROSS
F1	4.292	4.440 *
F2	55.731	56.602 *
F3	3.611	3.763 **
G	2.055	2.367 **
I	10.868	11.358 **
TOTAL	86.485	88.870

* GROSS INCLUDES 30' WIDTH FALLS ROAD FRONTAGE
 ** GROSS INCLUDES 1/2 OLD COURT RD. R/W (MAX. 30' WIDTH)

DENSITY UNITS TO REMAIN ON EACH PARCEL

E	1.00
F1	1.00
F2	1.00
F3	1.00
G	1.00
I	1.00
TOTAL	88.870

EXISTING ZONING DR1

LEGEND

- Denotes Overall Parcel Outline
- Denotes Lot Outline
- Denotes Curve Number
- Denotes B.G. & E Transmission Line Right-of-Way

GENERAL NOTES

THE PURPOSE OF THIS PLAN IS MERELY TO VERIFY DENSITY UNITS AVAILABLE FROM THE VARIOUS PARCELS SHOWN HEREON FOR CONSOLIDATION PURPOSES. THE PLAN, THEREFORE, DOES NOT INDICATE EXISTING OR PROPOSED RECORDED OR UNRECORDED PUBLIC OR PRIVATE EASEMENTS OR RIGHT-OF-WAYS THAT MIGHT AFFECT ANY OF THE PARCELS SHOWN HEREON.

PARCEL "I" IS THE SAME PARCEL AS SHOWN ON A PLAT RECORDED IN THE LAND RECORDS - R.R.G. 30 FOLIO 63.

PARCELS "F1" AND "F2" REPRESENT PORTIONS OF PARCEL "F" AS SHOWN ON PLAT RECORDED IN THE LAND RECORDS - R.R.G. 30 FOLIO 63.

PARCEL "F3" IS A PORTION OF PARCEL "F" AS RECORDED IN THE LAND RECORDS - R.R.G. 30 FOLIO 63 AND SUBSEQUENTLY RE-RECORDED AS LOT #1 ENTITLED PARCEL "F" ROCKLAND ESTATE RECORDED IN THE LAND RECORDS - E.A.K. JR. 48 FOLIO 40.

PARCEL "G" REPRESENTS A PORTION OF THE PREVIOUSLY RECORDED PARCEL "G" RECORDED IN THE LAND RECORDS - R.R.G. 30 FOLIO 63.

PARCEL "I" REPRESENTS A PORTION OF THE PREVIOUSLY RECORDED PARCEL "I" RECORDED IN THE LAND RECORDS - R.R.G. 30 FOLIO 63. THIS PARCEL WAS SUBSEQUENTLY SUBDIVIDED ON THE PLAT ENTITLED SUBDIVISION OF PARCEL "I" ROCKLAND ESTATE RECORDED IN THE LAND RECORDS - E.A.K. JR. 48 FOLIO 146. THAT PORTION OF PARCEL "I" SHOWN HEREON REPRESENTS THE AREA ENTITLED "REMAINING TRACT" ON THE AFOREMENTIONED PREVIOUSLY RECORDED PLAT.

FOR INFORMATION CONCERNING THIS CONSOLIDATION SEE ZONING ORDER BY THE ZONING COMMISSIONER DATED 11/19/88, CASE #88-381. ALSO SEE ZONING ORDER DATED 3-28-89.

THIS PLAN MAY EXPIRE IN ACCORDANCE WITH PROVISIONS OF BALTIMORE COUNTY COUNCIL BILL #56-82 (SECTION 22 - 68)

ADDITIONAL INFORMATION CONCERNING THIS PLAN MAY BE OBTAINED FROM THE OFFICE OF PLANNING & ZONING AND THE DEPARTMENT OF PUBLIC WORKS.

THE INFORMATION SHOWN HEREON MAY BE SUPERCEDED BY A SUBSEQUENT OR AMENDED PLAN.

RECORDING OF THIS PLAN DOES NOT CONSTITUTE OR IMPLY ACCEPTANCE BY THE COUNTY OF ANY STREET, PARK, OPEN SPACE OR OTHER PUBLIC AREAS SHOWN ON THE PLAN; NOR DOES IT GUARANTEE INSTALLATION OF STREETS OR UTILITIES BY BALTIMORE COUNTY.

THE OUTLINE SHOWN HEREON IS BASED UPON THE SURVEY BY DOLLENBERG BROTHERS, DATED APRIL 20, 1944 WITH SUBSEQUENT REVISIONS THROUGH MARCH 3, 1982.

NO HOUSE NUMBERS TO BE ISSUED AT THIS TIME. NUMBERS WILL BE ISSUED AS THE DEVELOPMENT OCCURS.

PARCEL	OWNERSHIP	DEED REF.	TAX ACCOUNT NO.
E	JONES FALLS VALLEY LIMITED PARTNERSHIP	7374/409	16-00-004860
F1	JONES FALLS VALLEY LIMITED PARTNERSHIP	7374/409	16-00-004859
F2	JONES FALLS VALLEY LIMITED PARTNERSHIP	7374/409	16-00-004859
F3	JUDY WILDBERGER	6690/425	19-00-006818
G	JONES FALLS VALLEY LIMITED PARTNERSHIP	7374/409	16-00-450180
I	JONES FALLS VALLEY LIMITED PARTNERSHIP	7374/409	16-00-009423

COORDINATE TABLE

NO	NORTH	WEST	NO	NORTH	WEST
1	41047.59	14504.61	35	39700.66	14291.74
2	40607.77	14402.29	36	39440.79	14749.49
3	40505.80	14654.15	37	39939.15	14723.12
4	40494.78	14693.75	38	40466.69	14283.12
5	40737.48	14680.92	39	37382.81	13861.53
6	40945.32	14848.14	40	37144.53	14105.00
7	40946.67	14848.14	41	36988.60	14110.77
8	40473.68	14249.80	42	36901.64	14247.54
9	40365.88	14193.72	43	37025.12	14126.65
10	39974.87	13983.69	44	37083.07	14364.18
11	39974.87	13983.69	45	37209.48	14449.26
12	39974.87	13983.69	46	37280.42	14415.40
13	39974.87	13983.69	47	37346.18	14407.42
14	39974.87	13983.69	48	37441.22	14371.75
15	39974.87	13983.69	49	37510.44	13953.99
16	39974.87	13983.69	50	37458.97	13863.97
17	39974.87	13983.69	51	37458.97	13863.97
18	39974.87	13983.69	52	37458.97	13863.97
19	39974.87	13983.69	53	37458.97	13863.97
20	37878.65	14312.29	54	36932.26	13167.27
21	37780.94	14015.84	55	36358.18	13310.52
22	37774.48	14082.10	56	36087.01	13239.81
23	38094.28	14070.48	57	35902.34	13372.76
24	37885.44	14469.01	58	35958.38	13456.03
25	37886.07	14459.08	59	35015.42	13621.83
26	38053.19	14427.91	60	36158.76	13838.54
27	38138.57	14572.48	61	36189.81	13871.13
28	38170.11	14749.77	62	36236.34	13904.05
29	38933.13	14766.46	63	36295.18	13941.28
30	39246.29	14773.11	64	36453.36	13869.63
31	39356.34	14638.84	65	36746.74	13688.78
32	39367.94	14648.36	66	39765.80	13851.60
33	39379.54	14657.87	67	39770.85	13877.95
34	39381.07	14632.35	68	39855.94	13919.80

CURVE DATA

NO	DELTA	RADIUS	LENGTH	TANGENT	CHORD
1	03°19'00"	3611.54	209.07	104.56	209.04
2	01°31'49"	4550.39	121.52	60.96	121.52
3	23°44'05"	3044.05	1261.00	639.67	1252.00
4	08°42'37"	1507.02	229.10	114.77	228.88
5	02°01'44"	1949.86	69.05	34.53	69.04
6	26°39'19"	560.00	260.52	132.66	258.18
7	26°33'55"	215.80	100.06	50.94	99.16
8	12°26'36"	500.00	128.00	64.00	128.00

NOTE:

"BURNING AND HIGHWAY, ELEC. DRAINAGE AND UTILITY LINES" SHOWN HEREON ARE RESERVED UNTO THE OWNER AND ARE NOT OFFERED FOR DEDICATION TO BALTIMORE COUNTY, MARYLAND. THE OWNER, HIS PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS SHALL COMPLY SAID AREAS BY DEED TO BALTIMORE COUNTY, MARYLAND AT NO COST.

OWNER/DEVELOPER:
 JONES FALLS VALLEY LIMITED PARTNERSHIP BY
 PHEASANT HILL CORPORATION GENERAL PARTNER
 C/O CLARK F. MACKENZIE PRESIDENT
 2328 W. JOPPA RD, SUITE 200
 LUTHERVILLE, MD. 21093 (301) 821-8585

OWNER:
 JUDY WILDBERGER
 C/O CLARK F. MACKENZIE
 2328 W. JOPPA RD, SUITE 200
 LUTHERVILLE, MD. 21093 (301) 821-8585

NOTE:

COORDINATES AND BEARINGS SHOWN ON THIS PLAN ARE REFERRED TO THE SYSTEM OF COORDINATES ESTABLISHED IN THE BALTIMORE COUNTY METROPOLITAN DISTRICT AND ARE BASED ON THE FOLLOWING TRAVERSE STATIONS:

X-1391 N 35947.94 W 16248.91
 X-1392 N 35862.59 W 15693.53

NOTE:

THE STREETS AND/OR ROADS AS SHOWN HEREON AND THE MENTION THEREIN ARE FOR THE PURPOSE OF DESCRIPTION ONLY AND THE SAME ARE NOT INTENDED TO BE DEDICATED TO PUBLIC USE. THE USE THEREOF IS EXPRESSLY RESERVED IN THE GRANT OR TO WHICH THIS PLAN IS ATTACHED. THESE TERMS AND AGREEMENTS.

OWNERS CERTIFICATE:

THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THE PLAT HEREBY CERTIFIES THAT TO THE BEST OF HIS KNOWLEDGE THE REQUIREMENT OF SUBSECTION (C) OF SECTION 2-108 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND HAS BEEN COMPLIED WITH, INsofar AS SAME CONCERN THE MAKING OF THE PLAT AND THE SETTING OF THE MARKERS.

Clark F. Mackenzie 5/1/88 DATE

SURVEYORS CERTIFICATE:

THE UNDERSIGNED A REGISTERED LAND SURVEYOR OF THE STATE OF MARYLAND DOES HEREBY CERTIFY THAT HE IS THE SURVEYOR WHO PREPARED THIS PLAT AND THAT THE LAND SHOWN ON THIS PLAT HAS BEEN Laid OUT AND THE PLAT THEREON HAS BEEN PREPARED IN COMPLIANCE WITH SUBSECTION (C) OF SECTION 2-108 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, PARTICULARLY INsofar AS SAME CONCERN THE MAKING OF THE PLAT AND THE SETTING OF THE MARKERS.

John W. Shroy 6-20-88 DATE

APPROVED BY BALTIMORE COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT

John W. Shroy 6-20-88 DATE

APPROVED BY BALTIMORE COUNTY OFFICE OF PLANNING AND ZONING

PD Fields 6-22-88 DATE

GWS

APPROVED BY DEPARTMENT OF PUBLIC WORKS

John W. Shroy 6-20-88 DATE

APPROVED BY BALTIMORE COUNTY OFFICE OF PLANNING AND ZONING

John W. Shroy 6-20-88 DATE

GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.

CIVIL ENGINEERS & LAND SURVEYORS

TOWSON, MARYLAND 21284

BEL AIR, MARYLAND 21014

FILED FOR RECORD
 SM 58 FOLIO 132
 DATE JUN 27 1988

Test: *George W. Stephens, Jr.* Clerk

DENSITY CONSOLIDATION PLAT

BRIGHTWOOD

BALTIMORE CO., MARYLAND ELECTION DISTRICT #9
 COUNCILMANIC DISTRICT #4
 SCALE: 1" = 200' APRIL 29, 1988

P.W.A. COMPLETED
 FINAL PLAT CHECKED
 PLANNING
 ENGINEERING
 HOUSE NOS.

COMPUTED BY *RPH* CHECKED BY *SKL*
 DRAWN BY *CADD* W.G. NO. 5500



LOCATION MAP
SCALE: 1" = 2000'

TABULATION

GROSS AREA:

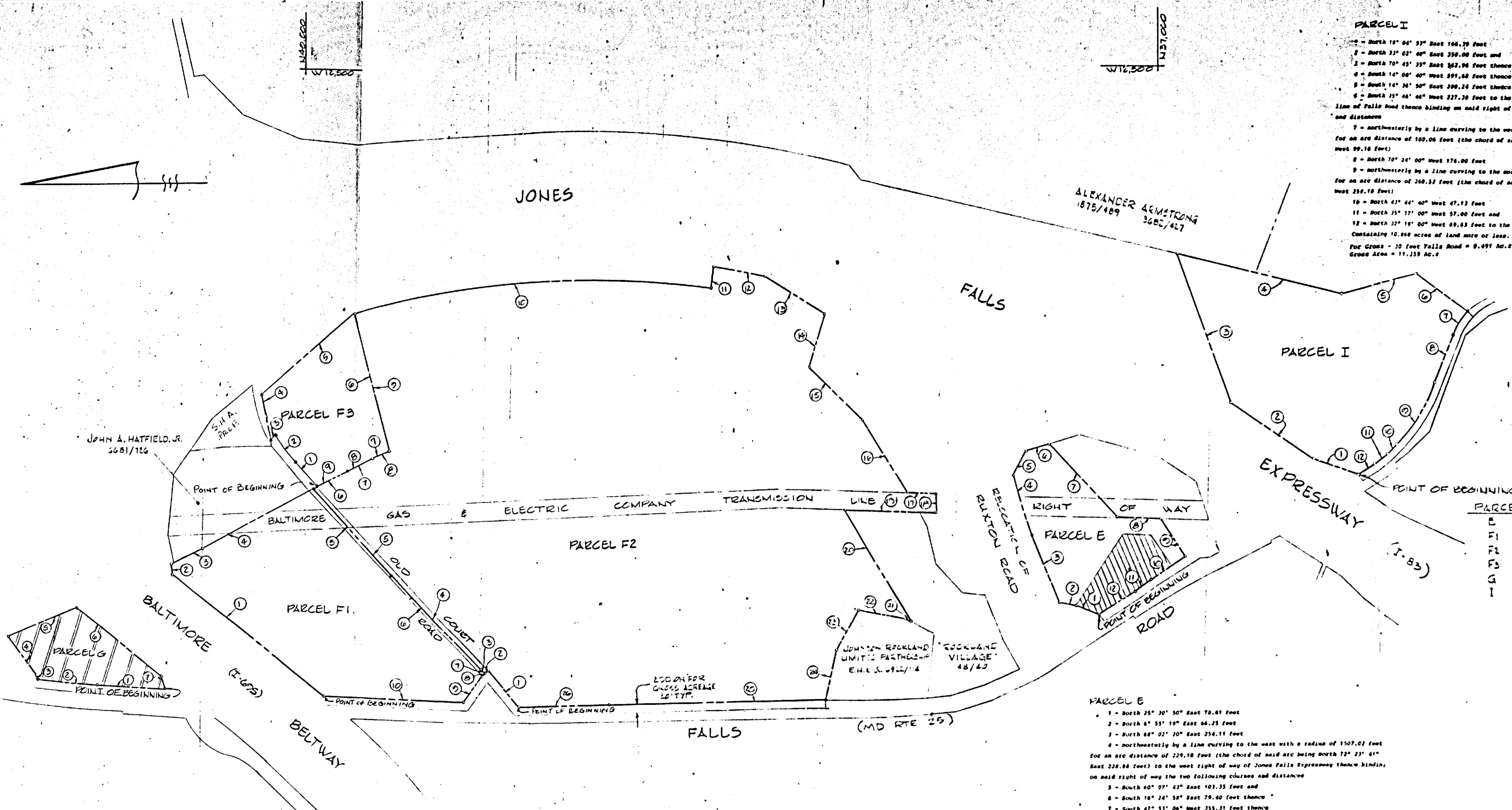
PARCEL E	- 3.440 ACRES
PARCEL F1	- 10.339 ACRES
PARCEL F2	- 56.002 ACRES
PARCEL F3	- 3.763 ACRES
PARCEL G	- 1.367 ACRES
PARCEL I	- 11.359 ACRES
TOTAL GROSS AREA	- 86.87 ACRES

ALL PARCELS ZONED DR-1
DENSITY UNIT: PERMITTED - 86.87

PARCEL	OWNERSHIP	DEED REF.	TAX ACCOUNT NO.
E	JONES FALLS LIMITED PARTNERSHIP	7374/409	16-00-004860
F1	" " " "	7374/409	16-00-004859
F2	" " " "	7374/409	16-00-004859
F3	JUDY WILDBERGER	0690/425	19-00-004816
G	JONES FALLS LIMITED PARTNERSHIP	7374/409	9-10-450190
I	" " " "	7374/409	16-00-009423

LEGEND:

	DENOTES LOTS RETAINED OUT OF TOTAL PARCEL DENSITY PURPOSES (NOT DESCRIBED)
	DENOTES LOTS RETAINED TO COVER LOT FOR EXISTING DWELLING
	OUTLINE
	RIGHT OF WAY



PARCEL G

1 - North 3° 01' 38" East 243.02 feet and
 2 - northeasterly by a line curving to the east with a radius of 3611.54 feet for an arc distance of 209.07 feet (the chord of said arc being North 6° 06' 22" East 209.04 feet) thence
 3 - North 83° 50' 10" East 12.62 feet thence
 4 - North 54° 30' 33" East 173.82 feet thence
 5 - South 23° 06' 20" East 260.73 feet to the said northwest right of way line of the Baltimore Beltway thence binding on said right of way the two following courses and distances
 6 - South 39° 49' 50" West 393.22 feet and
 7 - South 74° 27' 10" West 41.10 feet to the place of beginning.
 Containing 2.055 acres of land more or less.
 For Gross - 30 feet Falls Road = 0.312 Ac.±
 Saving and Excepting 1.00 Ac. of Land
 Gross Area = 1.367 Ac.±

PARCEL F3

Beginning for the same at a point on the southeast right of way line of Old Court Road distant 1074 feet more or less measured northeasterly along the southeast right of way line from the east right of way line of Falls Road thence binding on said right of way line the two following courses and distances
 1 - North 48° 19' 35" East 117.00 feet and
 2 - northeasterly by a line curving to the east with a radius of 500.00 feet for an arc distance of 113.00 feet (the chord of said arc being North 54° 49' 03" East 112.76 feet) thence
 3 - North 29° 53' 24" West 33.28 feet to the north right of way line of Old Court Road thence
 4 - North 78° 12' 20" East 165.42 feet to the southeast right of way line of Jones Falls Expressway thence binding on said right of way
 5 - South 40° 49' 34" East 432.45 feet thence
 6 - South 75° 39' 48" West 503.35 feet thence
 7 - North 22° 06' 33" West 70.00 feet thence
 8 - North 26° 08' 33" West 95.00 feet and thence
 9 - North 28° 14' 33" West 109.30 feet to the place of beginning.
 Containing 3.611 acres of land more or less.
 For Gross - 1/2 Old Court Road = 0.152 Ac.±
 Gross Area = 3.763 Ac.±

PARCEL F1

1 - North 39° 49' 50" East 686.95 feet and
 2 - North 78° 08' 57" East 24.05 feet thence
 3 - southeasterly by a line curving to the east with a radius of 4550.39 feet for an arc distance of 121.58 feet (the chord of said arc being South 27° 28' 54" East 121.58 feet) thence
 4 - South 28° 14' 33" East 443.85 feet to the center of Old Court Road thence binding on the center of Old Court Road the three following courses and distances
 5 - South 48° 19' 35" East 412.41 feet
 6 - South 46° 49' 25" East 467.07 feet and
 7 - South 50° 38' 40" West 20.70 feet to the said east right of way of Falls Road thence binding on the east right of way line the three following courses and distances
 8 - North 39° 21' 20" West 15.00 feet
 9 - North 56° 14' 10" West 110.21 feet and
 10 - North 3° 01' 43" East 499.06 feet to the place of beginning.
 Containing 9.928 acres of land more or less.
 For Gross - 30 feet Falls Road = 0.411 Ac.±
 Gross Area = 10.339 Ac.±

PARCEL F2

1 - North 50° 38' 40" East 173.64 feet thence
 2 - North 39° 21' 20" West 15.00 feet to the center of said Old Court Road thence binding on the center of Old Court Road the three following courses and distances
 3 - North 50° 38' 40" East 20.70 feet
 4 - North 48° 19' 35" East 412.41 feet and
 5 - North 48° 19' 35" East 412.41 feet thence
 6 - South 28° 14' 33" East 443.85 feet thence
 7 - South 26° 08' 33" East 95.00 feet thence
 8 - South 22° 06' 33" East 70.00 feet thence
 9 - North 75° 39' 48" East 503.35 feet to the west right of way line of the Jones Falls Expressway thence binding on said right of way the eight following courses and distances
 10 - southeasterly by a line curving to the south with a radius of 3044.05 feet for an arc distance of 1261.00 feet (the chord of said arc being South 3° 25' 09" East 1252.00 feet)
 11 - South 8° 33' 07" East 80.00 feet
 12 - southeasterly by a line curving to the west with a radius of 3124.05 feet for an arc distance of 187.69 feet (the chord of said arc being South 10° 10' 09" West 187.66 feet)
 13 - South 33° 00' 31" West 246.17 feet
 14 - North 73° 45' 52" West 193.00 feet
 15 - South 44° 41' 37" West 269.91 feet
 16 - South 58° 18' 18" West 305.75 feet
 17 - South 2° 04' 53" West 97.81 feet
 18 - South 84° 26' 12" West 66.58 feet and passing over the right of way line at a distance of 55 feet.
 19 - North 2° 04' 53" East 319.99 feet thence
 20 - South 60° 08' 15" West 459.55 feet thence
 21 - North 25° 46' 35" East 22.91 feet thence
 22 - North 10° 33' 35" East 170.00 feet thence
 23 - North 60° 01' 35" West 166.89 feet thence
 24 - North 79° 17' 10" West 180.44 feet to the said east right of way of Falls Road thence binding on said right of way the two following courses and distances
 25 - North 1° 15' 00" West 763.20 feet and
 26 - North 1° 13' 00" West 213.16 feet to the place of beginning.
 Containing 55.731 acres of land more or less.
 For Gross - 30 feet Falls Road = 0.871 Ac.±
 Gross Area = 56.602 Ac.±

PARCEL E

1 - North 25° 30' 50" East 78.81 feet
 2 - North 8° 55' 19" East 66.25 feet
 3 - North 68° 02' 20" East 256.11 feet
 4 - northeasterly by a line curving to the east with a radius of 1507.02 feet for an arc distance of 229.18 feet (the chord of said arc being North 73° 23' 41" East 228.88 feet) to the west right of way of Jones Falls Expressway thence binding on said right of way the two following courses and distances
 5 - South 40° 07' 43" East 103.35 feet and
 6 - South 18° 24' 58" East 79.40 feet thence
 7 - South 47° 53' 04" West 355.31 feet thence
 8 - South 2° 04' 53" West 154.03 feet thence
 9 - South 37° 32' 50" West 162.06 feet to the said northwest right of way of Falls Road thence binding on said right of way the three following courses and distances
 10 - North 32° 38' 59" West 146.65 feet
 11 - northeasterly by a line curving to the west with a radius of 1949.86 feet for an arc distance of 69.03 feet (the chord of said arc being North 32° 51' 48" West 69.06 feet) and
 12 - North 33° 54' 40" West 152.37 feet to the place of beginning.
 Containing 4.292 acres of land more or less.
 For Gross - 30 feet Falls Road = 0.168 Ac.±
 Saving and Excepting 1.00 Ac. of Land
 Gross Area = 3.440 Ac.±

GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
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 TOWSON, MARYLAND 21284
 (301) 825-8120

PETITIONER'S EXHIBIT 2

PLAT TO ACCOMPANY A SPECIAL HEARING TO PERMIT THE CONSOLIDATION OF DENSITY (EIGHTWOOD)

JOHNSON PROPERTY

BALTO CO, MD ELECT DIST # 9
 CONGRESSIONAL DIST # 4
 OCTOBER 20, 1987

DEC 2, 1987 ZONING COMMISSION

SHEET 2 OF 2

