

BALTIMORE COUNTY, MARYLAND
Board of Appeals of Baltimore County
Interoffice Correspondence

DATE: December 9, 2002

TO: Arnold Jablon, Director
Permits & Development Management
Attn.: David Duvall

FROM: Theresa R. Shelton 
Board of Appeals

SUBJECT: **CLOSED APPEAL CASE FILES**

The following case(s) have been finalized and the Board of Appeals is closing the copy of the appeal case file(s) and returning the file(s) and exhibits (if applicable) attached herewith.

<u>BOARD OF APPEALS CASE NUMBER</u>	<u>PDM FILE NUMBER</u>	<u>NAME</u>	<u>LOCATION</u>
90-492-SPHA	<i>90-492-SPHA</i>	Chesapeake Equity Org., Inc.	Black Pine Farm
02-255-XA	<i>02-255-XA</i>	Port East LLC Kenneth C. Jones	4515 North Point Blvd
90-540-A	<i>90-540-A</i>	100 Church Lane Partnership	100 Church Lane
96-284-SPHX with CBA-97-100	<i>96-284-SPHX III-377</i>	Village Care, Inc. John W. Tastet – LO	Mt. Wilson Lane and Iron Horse Lane

Attachment: SUBJECT FILE(S) ATTACHED

IN THE MATTER OF
THE APPLICATION OF
CHESAPEAKE EQUITY ORG., INC.
FOR SPECIAL HEARING AND
VARIANCE ON PROPERTY LOCATED
ON THE SW/S BLACK ROCK ROAD,
800' SE OF BENSON MILL ROAD
(BLACK PINE FARM)

5TH ELECTION DISTRICT
3RD COUNCILMANIC DISTRICT

* BEFORE THE
* COUNTY BOARD OF APPEALS
* OF
* BALTIMORE COUNTY
* CASE NO. 90-492-SPHA
*

* * * * *

ORDER OF DISMISSAL

This matter having come before this Board on appeal dated August 28, 1990 from a decision of the Zoning Commissioner in which the requested special hearing was denied and variance relief granted with restrictions;

WHEREAS, the Board has been reviewing its docket with reference to inactive cases with the intent to dismiss and close as many of these cases as possible; and

WHEREAS, the subject matter has been held on the Board's docket since September 4, 1991, and no further action has occurred since that date;

IT IS THEREFORE ORDERED this 28th day of October, 2002 by the County Board of Appeals of Baltimore County that the above-referenced appeal in Case No. 90-492-SPHA be and the same is hereby **DISMISSED FOR LACK OF PROSECUTION.**

**COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY**



Charles L. Marks, Chairman



County Board of Appeals of Baltimore County

OLD COURTHOUSE, ROOM 49
400 WASHINGTON AVENUE
TOWSON, MARYLAND 21204
410-887-3180
FAX: 410-887-3182

October 28, 2002

Stephen J. Nolan, Esquire
NOLAN, PLUMHOFF & WILLIAMS, CHTD.
Suite 700, Nottingham Centre
502 Washington Avenue
Towson, MD 21204

RE: *In the Matter of: Chesapeake Equity Org., Inc.*
Case No. 90-492-SPHA /Dismissal

Dear Mr. Nolan:

Enclosed please find a copy of the Order of Dismissal issued this date by the County Board
of Appeals of Baltimore County in the subject matter.

Very truly yours,

Kathleen C. Bianco
Kathleen C. Bianco
Administrator

Enclosure

c: Douglas L. Burgess, Esquire
G. Macy Nelson, Esquire
Anthony P. Palaigos, Esquire
People's Counsel for Baltimore County
Pat Keller, Planning Director
Lawrence E. Schmidt /Zoning Commissioner
Arnold Jablon, Director /PDM

IMPORTANT MESSAGE

FOR Kathi

DATE 6-7-93 TIME 10:15

A.M.
P.M.

WHILE YOU WERE OUT

M Bruce G. Harris, Esq.

OF

PHONE NO. 625-0272

TELEPHONED



PLEASE CALL



CALLED TO SEE YOU

WILL CALL AGAIN

WANTS TO SEE YOU

RUSH

RETURNED YOUR CALL

MESSAGE #90-492-5PHA-

Chesapeake Equity. He
wanted copy of CBA Order. I
told him according to my

SIGNED records, there has been

No decision. last thing

LT-A2334 & name is PM 2's

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LAW OFFICES
BLUM, YUMKAS, MAILMAN, GUTMAN & DENICK, P. A.

1200 MERCANTILE BANK & TRUST BUILDING
2 HOPKINS PLAZA
BALTIMORE, MARYLAND 21201-2914

(301) 385-4000
FAX (301) 385-4070

WRITER'S DIRECT DIAL
(301) 385-4027

September 12, 1991

91 SEP 13 11:10
COUNTY BOARD OF APPEALS

William T. Hackett, Chairman
County Board of Appeals
Room 315
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

Re: Case No. 90-492-SPHA
Subject: Chesapeake Equity Organization, Inc.
S.W.S. of Black Rock Road, 800 ft. S.E.
of Benson Mill Road, Fifth Election
District, Third Councilmanic District
My Clients: James H. Dorsey and Matilda Dorsey
3737 Millender Mill Road
Baltimore, Maryland 21155
Our File No. 10399(1)

Dear Mr. Hackett:

The purpose of this letter is to follow up on my correspondence to the County Board of Appeals dated and received August 26, 1991, submitted on behalf of my clients, James H. Dorsey and Matilda Dorsey ("Dorseys").

As previously indicated in the aforementioned letter, the Dorseys stated that they would have no objection to the proposed three lot agricultural subdivision, provided it did not in any way interfere with or otherwise affect, in any manner, any and all rights that they may have pursuant to the Deed of Easement and Sharing Agreement previously described in the aforementioned letter of August 26, 1991, which Agreements, as previously noted, have been and are recorded among the Land Records of Baltimore County.

After having reviewed the Deed of Easement and primarily the Sharing Agreement, it is the Dorseys position that the proposed three lot agricultural subdivision does, in fact,

September 12, 1991

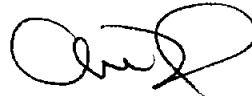
Page 2

interfere with their rights as contained therein, and as such, object to the proposed three lot agricultural subdivision.

It goes without saying, however, that if Chesapeake Equity Organization, Inc. can reach an agreement with the Dorseys on terms and conditions that would be acceptable to the Dorseys, then obviously they would withdraw their objection.

I would, therefore, appreciate your making this follow up correspondence part of the record of these proceedings.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Anthony P. Palaigos', with a large, stylized initial 'A'.

Anthony P. Palaigos

APP/hp

cc: Steve Nolan, Esquire
C. Macy Nelson, Esquire
Matilda and James H. Dorsey

12/17/90 - Following parties notified of hearing set for May 3,
1991 at 10:00 a.m.:

Stephen J. Nolan, Esquire
Douglas L. Burgess, Esquire
William Boucher, III, Pres.
Chesapeake Equity Org., Inc.
L. Myrton Gaines
G. Macy Nelson, Esquire
People's Counsel for Baltimore County
P. David Fields
Pat Keller
Public Services
J. Robert Haines
Ann M. Nastarowicz
James E. Dyer
W. Carl Richards, Jr.
Docket Clerk - Zoning
Arnold Jablon, County Attorney

12/31/90 - Above parties notified of POSTPONEMENT and REASSIGNMENT to July 10, 1991
at 10:00 a.m.

7/08/91 -Letter from Stephen Nolan, Esq., confirming telephone conversation /conference
call of 7/05/91 (note attached to letter) regarding request for
continuance and confirming same.

7/10/91 -Matter continued on the record pending settlement negotiations; to be
set in for brief period to put settlement on record at later date /
at request of Counsel.

8/08/91 -Above parties notified of hearing set for Tuesday, August 27, 1991 at
9:15 a.m. by joint agreement of Counsel for purpose of settlement on
record and testimony of one witness.

8/27/91 -Continued on the recrd to Friday, September 6, 1991 at 9:00 a.m. for
settlement on record. Notices sent to all parties regarding said
hearing date and time.

8/30/91 - Above parties sent Revised Notice of Continuance and Reassignment. Case
now set for September 4, 1991 at 9:00 a.m. (1 hour).

9/04/91 -Continued on record at request of Doug Burgess w/no objection by other
Counsel. To be reset at request of Counsel when ready to proceed.

LAW OFFICES

BLUM, YUMKAS, MAILMAN, GUTMAN & DENICK, P. A.

1200 MERCANTILE BANK & TRUST BUILDING

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BALTIMORE, MARYLAND 21201-2914

(301) 385-4000

FAX (301) 385-4070

WRITER'S DIRECT DIAL

(301) 385-4027

August 26, 1991

HAND DELIVERED

William T. Hackett, Chairman
County Board of Appeals
Room 315
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

Re: Case No. 90-492-SPHA
Subject: Chesapeake Equity Organization, Inc.
SWS of Black Rock Road, 800 ft. SE of
Benson Mill Road, Fifth Election
District, Third Councilmanic District
My Clients: James Henderson Dorsey and
Matilda Dorsey, 3737 Millender Mill Road
Baltimore, Maryland 21155
Our File No. 10399(1)

Dear Mr. Hackett:

Please be advised that this office represents James H. Dorsey and Matilda Dorsey, his wife, (the "Dorseys") who reside at 3737 Millender Mill Road, Baltimore, Maryland 21155.

I was only most recently advised of the hearing scheduled in the above captioned matter for Tuesday, August 27, 1991 in reference to a proposal for an agricultural district subdivision consisting of a total of three lots proposed by Chesapeake Equity Organization, Inc. ("Chesapeake").

The purpose of this letter is to introduce my clients, the Dorseys, as interested persons to these proceedings and to specifically request that you include this letter as part of the record of the aforementioned proceedings.

Specifically, it is the Dorseys' understanding that the proposal before the Board of Appeals in this matter is to create an agricultural district subdivision of a total of three lots by the Petitioner, Chesapeake. It is Dorseys' further understanding that access to these three lots will be by virtue of a private right-of-way from Black Rock Road. Based on the foregoing

91 AUG 26 AM 9:54
COUNTY BOARD OF APPEALS

August 26, 1991

Page 2

assumptions, the Dorseys' position with respect to the three lot agricultural district subdivision proposed by Chesapeake is as follows:

1. The Dorseys currently are record title owners of certain unimproved land ("Dorsey Property") behind and adjoining the Chesapeake Property, pursuant to a certain Deed dated the 14th day of March, 1986 and recorded among the Land Records of Baltimore County in Liber No. 7114, folio 573.

2. That a certain Deed of Easement dated April 9, 1990 was executed by and between Chesapeake and the Dorseys, and is recorded among the Land Records of Baltimore County in Liber No. 8694, folio 162, which granted and conveyed to the Dorseys a non-exclusive right-of-way for vehicular ingress and egress, 50 feet wide, from Black Rock Road to the Dorsey Property, as more particularly described and shown on a plat prepared by Gerhold, Cross & Etzel dated April 5, 1990, a copy of which plat is attached to the aforementioned Deed of Easement.

3. That a certain Right-of-Way Sharing Agreement ("Sharing Agreement") dated December 8, 1990 was executed by and between Chesapeake and the Dorseys, and is recorded among the Land Records of Baltimore County in Liber No. 8694, folio 168, which sets forth, among other things, the terms and conditions of the shared use of the right-of-way granted to the Dorseys pursuant to the Deed of Easement previously mentioned in Paragraph 2 of this letter.

4. The Sharing Agreement specifically provided, among other things, that (a) Chesapeake and its successors and assigns shall not in any way or manner physically obstruct, impede or interfere with Dorseys use of the right-of-way described in the Deed of Easement, and (b) that Chesapeake and its successors and assigns, in its use of their real property, shall not in any way or manner interfere with, prohibit or restrict the Dorseys use of the right-of-way described in the Deed of Easement in connection with their use of the Dorsey Property, as more particularly described in the Sharing Agreement.

5. So long as Chesapeake's proposed three lot agricultural district subdivision does not in any way interfere with or otherwise affect in any manner any and all rights that the Dorseys have, pursuant to their use of the right-of-way, as described in the Deed of Easement and pursuant to the Sharing Agreement, or in any way interfere with or otherwise affect their use of the aforesaid right-of-way in their use of the Dorsey Property, as more particularly described in the Sharing Agreement, then they would not have any specific opposition to this proposal of Chesapeake, or any use of the Chesapeake property consistent with an agricultural district classification. Any

August 26, 1991

Page 3

such interference, however, with the rights already given to the Dorseys, pursuant to either the Deed of Easement or the Sharing Agreement, without the Dorseys prior written consent, will not be acceptable to the Dorseys.

I would, therefore, appreciate your making this letter part of the record of the proceedings before you scheduled for August 27, 1991.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Anthony P. Palaigos', written in a cursive style.

Anthony P. Palaigos

APP/hp

cc: Mr. & Mrs. James H. Dorsey

RE : CHESAPEAKE EQUITY ORG., INC.

HEARING DATE: July 10, 1991 @ 10:00 a.m.

T/C 7/05/91 from Steve Nolan, Counsel for Petitioner/Appellant --
Working out possible settlement of matter; will advise.

7/05/91

Conference call w/Steve Nolan and G. Macy Nelson (Counsel for Protestants) --

Have reached agreement in principle; believe and have good reason to believe that result of this will be dismissal of appeal. However, because of number of parties involved and even though they have already exchanged draft agreement, will not have it concluded by Wednesday, 7/10/91.

Steve Nolan will prepare and have delivered to the Board's office on Monday, 7/08, a letter detailing the above. He will then appear on Wednesday, 7/10/91, to request continuance on the record on behalf of parties involved. Macy Nelson will not be here on Wednesday.

k

NEWTON A. WILLIAMS
WILLIAM M. HESSON, JR. *
THOMAS J. RENNER
WILLIAM P. ENGLEHART, JR.
STEPHEN J. NOLAN *
ROBERT L. HANLEY, JR.
ROBERT S. GLUSHAKOW
STEPHEN M. SCHENNING
DOUGLAS L. BURGESS
ROBERT E. CAHILL, JR.
LOUIS G. CLOSE, III
E. BRUCE JONES **
KERA I. KOSTUN
GREGORY J. JONES

* ALSO ADMITTED IN D.C.
** ALSO ADMITTED IN NEW JERSEY

LAW OFFICES
NOLAN, PLUMHOFF & WILLIAMS
CHARTERED

SUITE 700, COURT TOWERS
210 WEST PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204-5340

(301) 823-7800
TELEFAX: (301) 296-2765

JAMES D. NOLAN
(RETIRED 1980)

J. EARLE PLUMHOFF
(1940-1988)

RALPH E. DEITZ
(1918-1990)

WRITER'S DIRECT DIAL
823-7853

July 8, 1991

HAND DELIVERY

Ms. Kathi Weidenhammer
Administrative Secretary
County Board of Appeals of
Baltimore County
County Office Building
Towson, Maryland 21204

Re: Case No.: 90-492-SPHA
Chesapeake Equity Organization, Inc.
(Black Pine Farm)

Dear Ms. Weidenhammer:

This will confirm our telephone conference call with Macy Nelson, Esquire on July 5 concerning the hearing in the above case which is scheduled for July 10 at 10:00 a.m.

In light of the fact that the parties have made substantial progress toward effectuating a complete resolution of the underlying matter, Mr. Nelson and I are jointly requesting a continuance of the hearing for thirty (30) days in order to finalize the necessary documentation to be filed shortly with the Board.

Because of the lateness of this request, I am planning to appear in person on July 10 at the hearing room to renew this request, unless you telephone me and instruct me not to come.

Thanking you and the members of the Board for your consideration of this request, I am

Very truly yours,


Stephen J. Nolan
Counsel for Appellants

SJN/mao

CC: G. Macy Nelson, Esquire
Phyllis Cole Friedman, Esquire
People's Counsel



Baltimore County, Maryland

PEOPLE'S COUNSEL
ROOM 304, COUNTY OFFICE BUILDING
111 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204
887-~~104~~-2188

PHYLLIS COLE FRIEDMAN
People's Counsel

PETER MAX ZIMMERMAN
Deputy People's Counsel

April 29, 1991

The Honorable
William T. Hackett, Chairman
Baltimore County Board of Appeals
Room 315, County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

RE: Chesapeake Equity Org., Inc., Petitioner
Zoning Case No. 90-492-SPHA

Dear Chairman Hackett:

This office is a party in this case due to concern with the legal issues. In this regard, we concur with the Zoning Commissioner's decision.

However, due to the presence of other counsel for the Protestants, we believe our participation at the hearing will be redundant. I am sure Mr. Nelson will adequately develop the factual record and we do not wish to offer additional direct evidence or participate in cross-examination.

Consequently, with the Board's concurrence, we do not plan to attend in person at the hearing although we do remain an interested party.

If we do not hear to the contrary, we will assume this is acceptable to the Board.

Sincerely yours,

Phyllis Cole Friedman

Phyllis Cole Friedman
People's Counsel for Baltimore County

cc: Stephen J. Nolan, Esquire
G. Macy Nelson, Esquire
P. David Fields, Director, OPZ

PCF:sh

CCB 1030716
1001

LAW OFFICES

ANDERSON, COE & KING

SUITE 2000

CENTRAL SAVINGS BANK BUILDING

201 N. CHARLES STREET

BALTIMORE, MARYLAND 21201

TELEPHONE: 301-752-1630

FAX DIRECT DIAL: 301-752-0085

OCEAN CITY OFFICE

P.O. BOX 535

7904 COASTAL HIGHWAY #5

OCEAN CITY, MD 21842

TELEPHONE: 301-524-6411

FAX DIRECT DIAL 301-524-9479

CABLE: ABKO

WASHINGTON SUBURBAN OFFICE

8957-A EDMONSTON ROAD

GREENBELT, MD 20770

TELEPHONE: 301-441-8742

FAX DIRECT DIAL: 301-474-0650

ROBERT H. BOUSE, JR.
E. DALE ADKINS, III
JAMES A. ROTHSCHILD
M. BRADLEY HALLWIG
J. MICHAEL SLONEKER
G. MACY NELSON
JEANETTE A. PLANTE

COUNSEL

WARD B. COE, JR.
FRANK J. VECELLA
JOHN F. KING

G. C. A. ANDERSON
(1898-1985)

E. PHILIP FRANK, III
LYNNE B. MALONE
T. MICHAEL PRESTON
GREGORY L. VANGEISON
PHILIP C. JACOBSON
WENDY L. SHIFF
CONSTANCE D. BURTON
BARBARA McC. STANLEY
MATTHEW T. ANGOTTI
HUGH CROPPER, IV
DEBRA L. WYNNE
JILL R. LEINER
DEBORAH J. CLARKE
JAMES S. AIST
WILLIAM C. HUDSON

December 21, 1990

William T. Hackett, Chairman
County Board of Appeals
Room 315, County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

RE: Case No.: 90-492-SPHA
CHESAPEAKE EQUITY ORG., INC.
SW/s of Black Rock Rd., 800' SE
of Benson Mill Rd. (Black Pine Farm)
5th Election District
3rd Councilmanic District

SPH-Reconfiguration of parcels/lot lines;
clustering of RC 2 densities; OR IN THE
ALTERNATIVE
VAR-Accessory bldg. in front yard in lieu
of rear; height

8/23/90 - Z.C.'s Order DENYING Petition
for Special Hearing; GRANTING with
restrictions Petition for Variance.

Dear Mr. Hackett:

I represent neighboring landowners who are opposed to the proposed project which is the subject of this appeal. On December 20, 1990, I received your office's notice scheduling the hearing for Friday, May 3, 1991 at 10:00 a.m. I am writing to request a change in that hearing date because I am scheduled to be out of town on that date. May I suggest that we all confer to select a date that is convenient for the Board, the parties, and all counsel.

Very truly yours,

G. Macy Nelson

GMN/js

cc: Stephen J. Nolan, Esquire
Douglas L. Burgess, Esquire
Phyllis Friedman, People's Counsel for Baltimore County

RECEIVED
COUNTY BOARD OF APPEALS
50 DEC 26 PM 12:35

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

90-492-5 PHA

District 5th. Date of Posting September 25, 1990

Posted for: Appeal

Petitioner: Chesapeake Equity Org., Inc.

Location of property: SW 1/4 of Black Rock Road, 800' SE of Benson Mill Road (Black Pine Farm)

Location of Signs: SW 1/4 side of Black Rock Road in front of subject property

Remarks: _____

Posted by S. J. Arata Date of return: September 28, 1990
Signature

Number of Signs: 1

APPEAL

Petition for Special Hearing and Variance
SW/S of Black Rock Road, 800' SE of Benson Mill Road
(Black Pine Farm)
5th Election District - 3rd Councilmanic District
CHESAPEAKE EQUITY ORG., INC. - Petitioner
Case No. 90-492-SPHA

Petition for Special Hearing and Variance ✓

Description of Property ✓

Certificate of Posting ✓

Certificate of Publication *(to be submitted by Charlotte Haddock)*

Entry of Appearance of People's Counsel ✓

Zoning Plans Advisory Committee Comments ✓

Director of Planning & Zoning Comments ✓

Petitioner's Exhibits: ✓ 1. Copies of Deeds and Agreements

✓ 2. Plan to accompany Petitions *(A-D)*

✓ 3. Tax Maps pieced together

4. No Exhibit in file marked "4"

(IN BOARD'S CLOSET) ✓ 5. Plan to accompany Petitions

✓ 6. *Photo Board*

✓ 7. Topography Maps (Black and brown lines)

✓ 8. Agreement

✓ 9. Declaration of Covenants and Restrictions

✓ 10. Memo Re: Policy Manual

✓ 11. 1988 Comprehensive Zoning Map

✓ 12. Site Plan - Black Pine Farm

✓ 13. Aerial Photographic Map

✓ 14. Comments from Robert W. Sheesley

✓ 15. Comments from Pat Keller

✓ 16. Agreement letter to rent property

✓ 17. Bill No. 134-89

✓ 18. Receipt No. 1978

✓ 19. Copies of Deeds and Agreements

✓ 20. Two (2) Photographs

✓ 21. Interim Application of Bill No. 134-89

- Protestants Exhibits: / 1. Plan to accompany Petitions
/ 2A. Pine Run Preservation Association
Original Memberships
/ 3. Letter from James H. Dorsey
/ 4. Letter from Valleys Planning Council

- / Zoning Commissioner's Order dated August 23, 1990 (Denied) *Special Hearing, Granted VAC instructions*
/ Notice of Appeal received August 28, 1990 from Stephen J. Nolan and
/ Douglas L. Burgess, Attorneys on behalf of the Petitioner /

cc: William Boucher, III President - Chesapeake Equity Org., Inc.
117 Water Street, Suite 800, Baltimore, MD 21202

L. Myrton Gaines (Contract Purchaser)
15009 Dover Road, Baltimore, MD 21136
Reinstated

* Stephen J. Nolan, Esquire - Nolan, Plumhoff & Williams, Chtd.
Suite 700, Court Towers, 210 W. Pennsylvania Ave., Towson, MD

* Douglas L. Burgess, Esquire - Nolan, Plumhoff & Williams, Chtd.
Suite 700, Court Towers, 210 W. Pennsylvania Ave., Towson, MD

G. Macy Nelson, Esquire - Anderson, Coe and King
201 North Charles Street, Suite 2000, Baltimore, MD 21201

People's Counsel of Baltimore County
Rm. 304, County Office Bldg., Towson, Md. 21204

Request Notification: P. David Fields, Director of Planning & Zoning
Patrick Keller, Office of Planning & Zoning
J. Robert Haines, Zoning Commissioner
Ann M. Nastarowicz, Deputy Zoning Commissioner
James E. Dyer, Zoning Supervisor
W. Carl Richards, Jr., Zoning Coordinator
Docket Clerk
Arnold Jablon, County Attorney

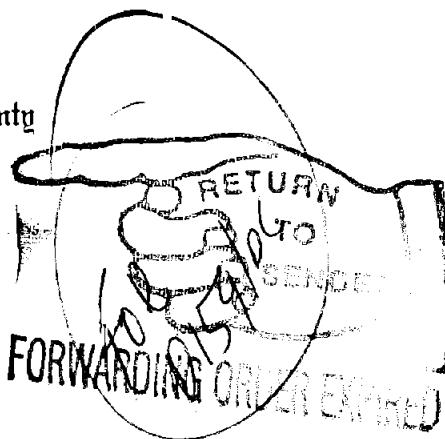
entered appearance 8/26/91
Anthony P. Salaigos, Esq. - Counsel for the Dorseys
Blum, Yunkas, Marlman, Gutman &
Senick, P.A., 1200 Mercantile Bank & Trust Bldg.
2 Hopkins Plaza, 21201-2914

Mr. & Mrs. James H. Dorsey
3737 Millender Mill Rd. 21155

County Board of Appeals of Baltimore County

ROOM 49 OLD COURTHOUSE
TOWSON, MARYLAND 21204

Return Service Requested



90-492-
SPHA

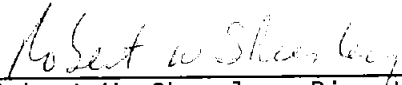
ANTHONY P PALAIGOS ESQUIRE
1200 MERCANTILE BANK AND TRUST BLDG
TWO HOPKINS PLAZA
BALTIMORE MD 21201

16LUM3 21201

Mr. J. Robert Haines
June 26, 1990
Page 2

- 1) No further subdivision of any lot be permitted.
- 2) An application be made within two years to place the entire property as an Agricultural District under the Maryland Agricultural Land Preservation Program or a similar preservation program prior to the sale of any parcel or lot or that deed covenants requiring participation be included for all of the farm's large parcels or lots.
- 3) The proposed road be private rather than public and not exceed a width of 16 feet of open section. No street lights should be permitted.
- 4) Tree removal should be restricted so as not to exceed 17.5% of lots IV to VII.
- 5) Any additional restrictions deemed necessary by the Zoning Commissioner in order to maintain the aesthetics of a farm environment on the subject property as well as restrictions on disruptive uses such as all terrain vehicles (ATV's).

Should you have any questions or need additional information regarding these comments, please do not hesitate to contact me at 2904.



Robert W. Sheesley, Director
Department of Environmental Protection
and Resource Management

RWS:PJS:tjg

cc: Mr. P. David Fields
Mr. Donald C. Outen
Mrs. Janice B. Outen
Mr. Paul J. Solomon

π Ex. 15

INTER-OFFICE CORRESPONDENCE

DATE: June 15, 1990

SUBJECT: Chesapeake Equity Organization, Inc., Item No. 344

The Petitioner's have indicated that this plan will be a final development plan with no further subdivision. It is necessary, however, that perspective landowners purchase the properties with the development rights and then be able to sell them to a suitable land trust.

In summary, there must be grantees that the land will not be further subdivided. Given these considerations, the office submits the following recommendation:

The office supports this petition with the following restrictions:

- 1.) That the access road be a panhandle road that meets Fire Department approval but built to minimum standards, preferably 16 ft. in width;
- 2.) That there be covenants recorded that the maintenance and repair of this road be at the expense of the property owners and that it will not be appropriate for Baltimore County to assume this responsibility;
- 3.) That the covenants permit farm vehicles to cross the panhandle road at locations appropriate for efficient farming activities;
- 4.) That the covenants inform the property owners that the area is a preferred agriculture area and that smells, noises, chemical usage, etc. associated with the industry are to be expected to occur;

June 15, 1990

- 5.) That the covenants require landowners to participate in the sale of agricultural easements to the Maryland Agricultural Land Preservation Program or other suitable program within two (2) years of the approval of the petition; and
- 6.) That in the event that easements are not sold to an appropriate land trust entity, the land shall not be further subdivided.

If there should be any further questions or if this office can provide additional information, please contact Jeffrey Long in the Office of Planning at 887-3211.

PK/WSL/cmm
ITEM344/ZAC1

RE: PETITION FOR SPECIAL HEARING : BEFORE THE ZONING COMMISSIONER
PETITION FOR VARIANCE
SW/S Black Rock Rd., 800' Sely : OF BALTIMORE COUNTY
from Benson Mill Rd., Black
Pine Farm, 5th Election District:
3rd Councilmanic District
:
CHESAPEAKE EQUITY ORGANIZATION, Case No. 90-492-SPHA
INC., Petitioner :

RECEIVED
MAY 17 1990

ZONING OFFICE

: : : : : :

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notices should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

Phyllis Cole Friedman
Phyllis Cole Friedman
People's Counsel for Baltimore County

Peter Max Zimmerman
Peter Max Zimmerman
Deputy People's Counsel
Room 304, County Office Building
Towson, Maryland 21204
887-2188

I HEREBY CERTIFY that on this 16th day of May, 1990, a copy of the foregoing Entry of Appearance was mailed to Stephen J. Nolan, Esquire, Suite 700, Court Towers, 210 W. Pennsylvania Ave., Towson, MD 21204, Attorney for Petitioner; and L. Myrton Gaines, 15009 Dover Rd., Baltimore, MD 21136, Contract Purchaser.

Peter Max Zimmerman
Peter Max Zimmerman

SW/s of Black Rock Rd., 800' SE of Benson
Mill Rd. (Black Pine Farm)

#90-492-SPHA CHESAPEAKE EQUITY ORG., INC.

Appealed: 8/28/90 5th District

PINEY RUN PRESERVATION ASSOCIATION

Original Membership

John Boyce
Box 65
Butler, Md. 21023

Jeremy Cassels-Smith
4440 Mt. Zion Rd.
Upperco, Md. 21155

Daniel W. Colhoun, Julia F. Colhoun
16301 Trenton Church Rd.
Upperco, Md. 21155

Edward Copsy
15005 Dover Rd.
Glyndon, Md. 21071

Doug Croker
3027 Black Rock Road
Glyndon, Md. 21071

Glo Crumbie
Box 155 Black Rock Road
Reisterstown, Md. 21136

Peggy DeGarmo
3801 Millender Mill Rd.
Upperco, Md. 21155

James H. Dorsey, Matilda W. Dorsey
3737 Millender Mill Rd.
Upperco, Md. 21155

Suzanne Fogarty
18440 Gunpowder Rd.
Hampstead, Md. 21074

Ned Halle
Five String Farm
Mt. Zion Rd.
Upperco, Md. 21155

Michael Harrison, DVM
Willowdale Farm
Butler Md. 21023

Shannon Harrison
15630 Falls Rd.
Butler, Md. 21023

**PROTESTANT'S
EXHIBIT** 2A

90-492 SPHA

William Huddles
4323 Mt. Zion Rd.
Upperco, Md. 21155

Shelia Jackson
4017 Black Rock Road
Upperco, Md. 21155

Jean Jones
3521 Mt. Zion Rd.
Upperco, Md. 21155

Charles Korman
3700 Millender Mill Rd.
Upperco, Md. 21155

Robert Korman
3700 Milledner Mill Rd.
Upperco, Md. 21155

Henry Lory, Pauline Lory
3701 Millender Mill Rd.
Reisterstown, Md. 21136

Merrall MacNeille, Margie MacNeille
3332 Butler Rd.
Glyndon, Md. 21071

Charles MacSherry
3335 Black Rock Road
Reisterstown, Md. 21136

Jervis Marshall
3531 Mt. Zion Rd.
Upperco, Md. 21155

Keith Martin, Marcia Martin
3656 Black Rock Road
Upperco, Md. 21155

George Mathias, Marilyn Mathias
3426 Benson Mill Rd.
Upperco, Md. 21155

John McShane, Suzanne McShane
4000 Millender Mill Rd.
REisterstown, Md. 21136

Achsah O'Donovan
4243 Mt. Zion Rd.
Upperco, Md. 21155

PROTESTANT'S
EXHIBIT 2 B

90-492 SPHA

Barry Offutt, Katherine Offutt
Willowdale Farm
Black Rock Road
Reisterstown, Md. 21136

Nelson Offutt
3616 Black Rock Road
Upperco, Md. 21155

Una Perez
16207 Trenton Rd.
Upperco, Md. 21155

David Rich, Holly Rich
4537 Black Rock Road
Upperco, Md. 21155

Amelia Rogers
15005 Dover Rd.
Glyndon, Md. 21071

Herman Stump
4100 Millender Mill Rd.
Reisterstown, Md. 21136

Lauren Vanhoy
3008 Black Rock Road
Reisterstown, Md. 21136

Michael Wharton, Amanda Wharton
4101 Millender Mill Rd.
Reisterstown, Md. 21136

Shelia Williams
3328 Butler Rd.
Glyndon, Md. 21071

John Wisner
Wisner Farms
Mt. Zion Rd.
Upperco, Md. 21155

Philip Worrall
3115 Black Rock Road
Glyndon, Md. 21071

Margaret Worrall
3021 Black Rock Road
Glyndon, Md. 21071

PROTESTANT'S EXHIBIT 2 C

90-492 SPHA

ADDITIONS TO MEMBERSHIP

Katharine F. Jenkins
13909 Muntua Mill Rd.
Glyndon, Md. 21071

George P. Mahoney
13634 Longnecker Rd.
Glyndon, Md. 21071

Irvin S. Naylor
100 Boxwood Lane
York, Pa. 17402

David B. Wisner, Maria O. Wisner
3766 Black Rock Road
Upperco, Md. 21152

Samuel M. Lumpkin, Sandra Lumpkin
811 Upper Glencoe Rd
Sparks, Md. 21152

Thomas G. Hardie
Thornhill Farm
Butler, Md. 21023

Don B. Bruner, Gemmell M. Bruner
16200 Trenton Church Rd.
Upperco, Md. 21155

Charles Fenwick, Ann Fenwick
P.O. Box 1
Butler, Md. 21023

PROTESTANT'S
EXHIBIT 2 D

90-492SPHA

Three Ring Farm
Upperco, Maryland 21155

301 239-3850

**PROTESTANT'S
EXHIBIT 3**

July 5, 1990

90-492SPHA

Mr. J. Robert Haines
Baltimore County Zoning Commissioner
Office of Planning and Zoning
Towson, Maryland 21204

Re: Black Pine Farm

Dear Mr. Haines:

We own 157+- acres that border Black Pine Farm on two sides. Seventy of those acres we bought four years ago under an agreement with H. Stokes Lott, the previous owner of Black Pine Farm. We purchased the property for the following purposes: we wished to increase the amount of tillable acreage on our farm, and we wanted to see the entire area preserved agriculturally and environmentally. We did this with the expressed understanding that the remainder of Black Pine Farm would not be developed.

Since 1981 we have had an Agricultural Conservation Plan provided by the Soil Conservation Service in effect, and our farm has formally been in an Agricultural Preservation District since 1985. It has been our intent to continue in the District and to apply to sell the easements to the State. However, as long as the possibility exists that any small lot development will be allowed on Black Pine Farm, we will not even consider entering into a permanent agreement.

We are also participating in the Upland Game Habitat Restoration Program and have entered into a grant agreement with the Department of Natural Resources, Forest, Park and Wildlife Service for The Wildlife Habitat Improvement Program. By allowing the inclusion of the four smaller lots on the ridge so near our property, the County will seriously jeopardize our efforts to improve the wildlife resources of the area.

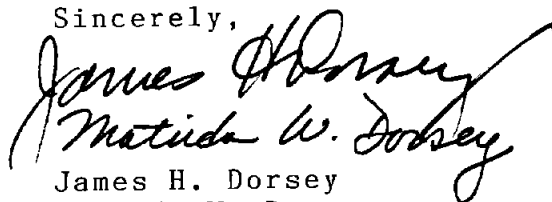
Our farming activities include breeding and raising horses and a few cows, growing hay for our own animals and selling what we do not need, and growing small grains which we have combined and sell, retaining the straw for our own use. One of our largest tillable fields borders Black Pine Farm. Any non-agricultural development of the adjoining property puts our attempts to effectively farm our land at risk.

JUL 05 1990

Re. Black Pine Farm
July 5, 1990
Page 2

We had planned to attend the hearing scheduled for June 26, 1990 and to testify to the issues stated in this letter. Unfortunately, long-standing plans that can not be changed prevent us from attending the hearing on July 10, 1990. Please accept this letter as evidence of our opposition to the transfer of zoning densities in this case. Thank you.

Sincerely,

Handwritten signatures of James H. Dorsey and Matilda W. Dorsey. The signature of James H. Dorsey is written in a cursive style, and the signature of Matilda W. Dorsey is written in a similar cursive style below it.

James H. Dorsey
Matilda W. Dorsey

**THE VALLEYS
PLANNING COUNCIL, INC.**

212 Washington Avenue
P.O. Box 5402
Towson, Maryland 21285-5402
301/337-6877

July 10, 1990

J. Robert Haines, Zoning Commissioner
Office of Planning and Zoning
111 Chesapeake Avenue
Towson, Maryland 21204

Dear Commissioner Haines,

Re: 90-492-SPHA

90-492SPHA
**PROTESTANT'S
EXHIBIT 4**

On behalf of the Board of Directors of the Valleys Planning Council, Inc., this letter is to inform you of our opposition to the above referenced case, specifically related to the "Special Hearing".

In this case the property owners are attempting to transfer density from an RC-4 zoned area to an RC-2 area zoned, thereby creating 4 small (1.5 acre) lots in the RC-2 zoned area. We believe that this would directly contradict the intent of the Resource Conservation zones (see attached findings). This area is part of the largest mass of farmland in Baltimore County, most of which is preserved in perpetuity by the Maryland Environmental Trust easement, and/or by the Maryland Agricultural Land Preservation Foundation.

Furthermore, we believe that allowing this transfer of density conflicts with the finding of Judge Barbara Kerr Howe in the case of Steven H. Gudeman, et ux, Case No. 88-490-SPH where she stated:

"Nothing in the statute permits roads to be used as density multipliers; there is also nothing in the statutes to allow transfers of density from one parcel to another. Despite this fact, for a number of years the Zoning Commissioner, pursuant to a 'policy' has apparently been doing these things. The transfer of density is a zoning function which cannot even be accomplished by amendments to the master plan duly approved by a Planning Commission or Planning Board let alone by unilateral action by a zoning commissioner under the guise of 'policy'. West Montgomery Association v. MNCP&P Commission, 309 Md. 183, 522 A.2d 1328 (1987)." Opinion, page 2.

We understand that this "transfer of density" issue is quite complicated but would strongly contend that it is not clearly addressed under the County's current regulations.

We would like you to be aware as well that the Valleys Planning Council has attempted to work with the property owners to develop mutually satisfactory restrictive covenants in (the event that the project as currently proposed would go forward.)

In our opinion restrictive covenants would be the only way to assure the highest possibility of continued farming and a rural presence on the property.

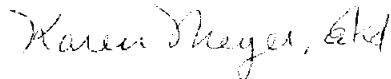
At this time, however, no such covenants have been proffered by the developer for our review. Those agreements which we would consider mandatory are:

- 1) no further subdivision of the property
- 2) the undeveloped property held in a perpetual easement of some kind
- 3) the road mutually owned in fee by the property owners such that maintenance would never be County responsibility.

In conclusion, we do not feel that the permission of this transfer of density is allowed by law or policy nor does it promote the continuation of agriculture in an area currently farmed. In addition, without suitable restrictive covenants we would oppose the proposed project.

Thank you for your consideration to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Karen Meyer, Ekd".

Karen Meyer
Executive Director

KM/akd

ARTICLE 1A--RESOURCE-CONSERVATION ZONES¹ [Bill No. 98, 1975]

Section 1A00--GENERAL PROVISIONS: ALL R.C. CLASSIFICATIONS
[Bill No. 98, 1975]

1A00.1--Findings. It is found:

- a. that development in the rural areas of Baltimore County has in recent years been taking place at an increasing rate; [Bill No. 98, 1975]
- b. that this development has occurred without the framework of a land use plan or other planning components; [Bill No. 98, 1975]
- c. that due to this and other factors, this development has formed very undesirable land use patterns; [Bill No. 98, 1975]
- d. that in general, these patterns are, or can be described as, urban sprawl; [Bill No. 98-75]
- e. that a significant amount of urban sprawl development is occurring as linear development along the various highways of the rural areas of the County as tracts of land immediately fronting along highways are "lotted off"; the utility of the road system is being impaired and future improvements will be frustrated if this process continues; [Bill No. 98, 1975]
- f. that it has been established that this development carries with it an extremely high cost to the County in a number of respects including: [Bill No. 98, 1975]
 1. the cost of servicing this pattern of development; [Bill No. 98, 1975]
 2. the cost with respect to its consumption and use of prime agricultural land, critical watershed areas, mineral extractive sites, as well as of other important natural resource areas; [Bill No. 98, 1975]
 3. the cost of future development opportunities due to the fact that viable, rational² alternatives will be lost totally or comprised² significantly by the present form of development; [Bill No. 98, 1975]

shall not in itself be sufficient grounds to reclassify property. [Bill No. 98, 1975]

1A00.4--Plans and Plats. [Bill No. 98-75]

Development Plans and Final Subdivision Plats shall be required in the manner prescribed under subsection 1B01.3 and for the purpose of this subsection all references to D.R. zones shall include the R.C. zones. [Bill No. 98, 1975]

1A00.5--Application to tract divided by zone boundary. [Bill No. 98-75]

Whenever a single tract is divided by a zone boundary so that portions of such a tract lie within R.C. zones of different classifications, the total number of dwellings or density units permitted shall apply to each tract individually and for the purpose of these regulations shall be considered as separate parcels. [Bill No. 98, 1975]

Section 1A01--R.C. 2 (AGRICULTURAL) ZONES [Bill No. 98-75]

1A01.1--General provisions. [Bill No. 98-75]

A. Legislative Statement of Findings.

1. Declaration of findings. It is found:

- a. that Baltimore County is fortunate in that it is endowed with a variety of very productive agricultural soil types which should not be lost unnecessarily to urbanized development; [Bill No. 98, 1975.]
- b. that the agricultural industry is an integral part of the Baltimore economy and that a continued conversion of agricultural land will continue to undermine this basic industry; [Bill No. 98, 1975]
- c. that scattered development is occurring in a sporadic fashion in areas of Baltimore County containing productive agricultural land; [Bill No. 98-75]
- d. that continued urban intrusion into productive agricultural areas not only destroys the specific area upon which the development occurs

AGREEMENT

THIS AGREEMENT made this 27th day of January, 1990, by and between Chesapeake Equities Organization, Inc., hereinafter referred to as "Chesapeake" or "Seller" and L. Myrton Gaines, hereinafter referred to as "Gaines" or "Buyer".

WHEREAS, Chesapeake owns approximately 184 acres on the north or west side of Black Rock Road in the Fifth Election District of Baltimore County, and

WHEREAS, by Contract of Sale dated of even date herewith, Gaines has agreed to purchase 28 acres more or less all as more clearly defined on a plat attached hereto and more fully identified as Lot 1 of Exhibit A, and

WHEREAS, it was the condition precedent to the execution of this Agreement that the parties hereto execute the aforesaid Contract of Sale.

NOW, THEREFORE witnesseth in consideration of execution of this Agreement and other good and valuable considerations the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Chesapeake agrees that the remaining parcel of land containing approximately 156 acres of land, more or less, as shown on the attached plat will not be subdivided into more than seven (7) other parcels, as more fully identified as Lots 2 through 8 of Exhibit A. Seller agrees to use its best efforts to obtain Baltimore County approval of Exhibit A. Buyer agrees to cooperate with Seller in this effort. Seller reserves the right to make reasonable adjustments in lot lines so long as the character of sub-division is not altered. In the event the above mentioned sub-division plan is not approved in a form similar to Exhibit A, Seller may elect to re-subdivide the property in accordance with Baltimore County Zoning and Subdivision Regulations. If it becomes necessary to re-subdivide the property as a result of the inability to have the subdivision shown as Exhibit A approved, Seller agrees to prohibit the construction of any residential dwellings in the cross-hatched area of Lot 2 as shown on Exhibit A unless otherwise agreed to by the owners of Lot 1. This restriction will survive closing and run with the land. The record plat and the Covenants and Restrictions for this property will reflect this Agreement. (This Exhibit A is similar to, but not identical to the plat attached to the Contract of Sale and identified as Addendum No. 1 to the aforesaid Contract of Sale).

of Gaines' parcel, the approximate location of said drive is shown in green on the attached plat.

4. Chesapeake agrees to install no permanent advertising or subdivision signs along Black Rock Road excluding only temporary real estate "for sale" signs indicating the availability of Lots 2 through 8.

5. Chesapeake agrees that no street lights will be installed along the right of way excluding such as might be required by Baltimore County.

6. Nothing in this Agreement shall be deemed to prevent Gaines from further subdivision of Parcel 1 as allowed by the Baltimore County Zoning and Subdivision Regulations as they might be enacted from time to time.

7. Gaines agrees that he will grant and assign his density rights in that portion of Lot 1 as is contained in the RC-2 Zone as required by Baltimore County in order to permit Seller to obtain a recorded subdivision plat of eight (8) residential density lots. ✓

8. Items 1 through 7 hereof are deemed to be Restrictive Covenants on the further development of the 156 acre parcel owned by Chesapeake; to run with the land and not solely personal to the parties hereto; shall be in perpetuity and recorded among the Land Records of Baltimore County unless the terms hereof are incorporated in other Restrictive Covenants included in a subdivision of the parcel owned by Chesapeake.

9. Chesapeake hereby grants unto Gaines the right of first refusal to purchase that portion of Lot 2 as identified in pink on the attached exhibit, lying adjacent to the southern boundary of Gaines' property and along a portion of the northern boundary of the right of way or entry way to be constructed to serve Lots 3 through 8. Unless the Buyer exercises his right to purchase additional acreage, this right shall expire ten (10) days after Seller notifies Buyer in writing of Seller's receipt of an offer for Lot 2 which is acceptable to Seller. The purchase price for such parcel shall be established by Seller. This right of first refusal shall be renewed in the event such sale by Seller is not consummated. (This restriction to be personal to the parties hereto and not to run with the land).

THIS AGREEMENT is to survive settlement and execution of a deed for the aforesaid 28 acre parcel identified as Lot 1 and not to merge in the deed.

THIS AGREEMENT shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hand
and seal the day and year first above written.

ATTEST

Joan B. McCreary

CHESAPEAKE EQUITIES
ORGANIZATION, INC,

By: Walter B. Buncher, Jr.

ATTEST

Herbert A. Laurs

BUYER:

J. Merton Gaines

GJG/sw
07/25/89

LIBER 8 3 6 4 PAGE 6 7 8

11 Ex. 9
C RO/F 41.00

**DECLARATION OF
COVENANTS AND RESTRICTIONS**

RECEIVED
BY CLERK 41.00
#51440 0001 R02 T14:51
01/02/9

COOPERFIELD

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made this
26th day of December, 1989, by Gaylord Brooks
Realty Company, hereinafter called the "Declarant".

RECITALS

(A) The Declarant is the owner, in fee simple, of the tract
of land lying in the Tenth Election District of Baltimore County,
Maryland, containing approximately ninety eight (98) acres of
land, as shown on the Plat entitled Cooperfield, (hereinafter
referred to as the "Plat"), which Plat is recorded among the Land
Records of Baltimore County in Liber S.M. 60, Folio 142 and as
hereafter referred to as Cooperfield.

(B) The Declarant, for the purposes of creating and
maintaining a general scheme of development and for the
protection of the economic interest of the Declarant, desires
that the aforesaid lots be subject to the covenants, conditions
and restrictions hereinafter set forth, for the benefit of the
Declarant, and the future owners of all Lots in the Development.

(C) The purpose of the Covenants and Restrictions is to
enhance the quality of the Subdivision, as hereafter defined, and
to support maximum property value for the Declarant and future
property owners. To further these purposes, the Declarant and
each Lot Owner, as hereafter defined, has the individual right,
but not any obligation to enforce these Covenants and
Restrictions against any violation by means as provided herein or
by appropriate legal proceedings. The Declarant has no legal
obligation to enforce these Covenants and Restrictions but may
selectively act to further its own best interests. Any Lot Owner
has the right to retain legal counsel to enforce any of the
Covenants and Restrictions.

NOW, THEREFORE, the Declarant for itself, its successors and
assigns, hereby declares that all the aforesaid tract of land
known as Cooperfield shall be subject to the covenants,
restrictions, conditions and reservations hereinafter set forth.

AGRICULTURAL TRANSFER TAX
APPLICABLE

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County

TRANSFER OF INTEREST REQUIRED
BALTIMORE COUNTY LAND
Per Jay S. Bugeon
Date 1-2-90 11-25 DE

DATE

ARTICLE I - DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

(a) **"The Property"** shall mean and refer to all the real property shown on the Record Plat referred to above.

(b) **"Lot"** shall mean and refer to those properties designated as Lots 1 through 13 on the aforesaid Plat.

(c) **"Dwelling"** shall mean and refer to any building or portion of a building situated upon the Property and designated and intended for use and occupancy as a residence by a single family.

(d) **"Developer"** or **"Declarant"** shall mean and refer to Gaylord Brooks Realty Company and its successors and assigns.

(e) **"Lot Owner"** shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds legal title to a Lot in the Subdivision, provided, that (a) no Lessee (other than a Lessee under a 99 year lease creating a ground rent of such Lot) , and (b) no Mortgagee or Trustee under a Deed of Trust of any Lot shall be deemed to be a Lot Owner unless and until such Mortgagee or Trustee acquires of record the Mortgagor's or Grantor's equity of redemption in said Lot.

(f) **"Subdivision"** shall mean the final Subdivision of Cooperfield as recorded among the Plat Records of Baltimore County; or as amended in accordance with this Declaration.

(g) **"Plans and Specifications"** shall mean engineering site plans, landscape plans, and architectural working drawings and any other supporting documents which may be required by the Developer.

ARTICLE II - PROPERTY SUBJECT TO DECLARATION AND MUTUALITY OF BENEFIT

SECTION 1. Property. The real property which is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to these restrictive covenants is located in Baltimore County, State of Maryland, and is more particularly designated on the Plat.

SECTION 2. Benefit. The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the Subdivision and are intended to create mutual, equitable servitudes upon each of said Lots in favor of each and all of the other Lots therein; to create reciprocal rights between the respective owners of all of said Lots; to create a privity of contract and estate between the grantees of said Lots, their heirs, personal representatives, successors and assigns, and shall, as to the owner of each such Lot, his heirs, personal representatives, successors or assigns, operate as covenants running with the land for the benefit of each and all other Lots in the Subdivision and their respective owners.

ARTICLE III - UTILITIES

SECTION 1. Utility Easements. Easements along all property lines extending from the property line into each Lot for a width of five feet (5') are hereby reserved by the Declarant for the installation and maintenance of utilities and drainage facilities. All additional easements reserved for those purposes are as shown on the Plat. In addition thereto, the Baltimore Gas and Electric Company, C & P Telephone Company and any cable television company operating in Baltimore County shall have the right to place upon the Lots, at such locations as may be deemed necessary by them, electrical transformers, transformer pads, telephone pedestals, and television cable. The aforesaid companies shall also have the right to use the Roadway System for purposes of maintaining their respective distribution systems. No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels. The Declarant reserves the right to place fencing within said easements as is desirable in its discretion, provided however, that such fencing shall not interfere with said easements.

ARTICLE IV - ARCHITECTURAL REVIEW

SECTION 1. Purpose. No building, fence, wall, hedge or other structure shall be constructed on any Lot until the Plans and Specifications, including color scheme and a grading plan showing the location of the structure, have been approved in writing by Gaylord Brooks Architectural Committee, Inc. ("GBAC") or its assignee. No later changes or additions after initial approval thereof or remodeling or reconstruction shall commence until such has also been approved in writing by GBAC or its assignee. Before commencement of construction, the owners of Lots shall present their Plans and Specifications to GBAC together with a non-refundable fee of One Hundred Dollars

(\$100.00) covering the cost of reviewing the Plans and Specifications. Plans and Specifications must be acted on by GBAC within thirty (30) days after submission. If GBAC fails to act on said Plans and Specifications within said thirty (30) day period after submission, the Plans and Specifications shall automatically be approved. GBAC shall have the right to refuse to approve any such Plans and Specifications, or grading and location plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications, or grading or location plans, it shall have the right to take into consideration the suitability of the proposed building or other structure, the materials of which it is built, the site upon which it shall be erected, the harmony thereof with the surroundings and the effect of the building or other structure on the roadway as planned and the view from the adjacent or neighboring properties. In the event of the failure of the purchaser or purchasers of Lots in Cooperfield to obtain or to comply with the required prior written approval of plans, specifications, and grading studies as established in this paragraph, said purchasers hereby agree to reimburse GBAC or its assigns for all costs and expenses to which it may be put as a result of said failure, including but not limited to court costs and attorney's fees, and to bear all expenses necessary to conform any improvements to approved status including costs of demolition and reconstruction, if necessary. Any approved Dwelling constructed on said Lots shall be completed in every exterior detail within twelve (12) months from date of beginning such construction. Material samples, if not retrieved by the Lot Owner, will be disposed of ten (10) days following approval.

SECTION 2. Liability. Neither GBAC, nor any architect or agent thereof shall be responsible in any way for any defects in any Plans and Specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such Plans and Specifications.

ARTICLE V - USE AND BUILDING RESTRICTIONS

SECTION 1. Land Use. Lots as shown on the Plat shall be used for private residential purposes only and no Dwelling shall be erected, altered, or placed or permitted to remain on any Lot other than one detached Dwelling, said Dwelling designed for single-family occupancy. Single-family occupancy shall not be construed to prevent the erection of a Dwelling with an attached apartment or living area for use by a Lot Owner or members of the owner's family. Nothing herein contained shall prevent the use of part of a Lot as a right of way for use by other Lots within the Subdivision or adjoining property. Residential use shall not bar a home office use of the Property provided the Owner of said

Lot complies with the applicable zoning regulations of Baltimore County. Private residential use shall not prohibit acquisition of the property for investment purposes or for acquisition by a contiguous property owner who does not intend to erect a residential dwelling in the immediate future. Any tenant under a lease of any of the Property for a period of less than ninety nine (99) years, although not a Lot Owner, shall be bound by all of the use and building restrictions contained herein.

SECTION 2. Building Restrictions.

(a) No structure of a temporary character, such as, but not limited to, a trailer, shack, or tent, shall be placed or used on any of the Lots as a residence or for storage, or as an auxiliary building, either temporarily or permanently, except that a temporary structure may be placed or used thereon if used and operated solely in connection with the construction of permissible permanent improvements; provided, however, that such temporary structure shall be removed from the premises within thirty (30) days after completion of the construction of the permissible permanent improvements; and provided, further, that such structure be removed within a period of twelve (12) months from the date of its original construction, whichever shall occur first.

(b) Attached two car garages are required unless specifically waived in writing by GBAC.

(c) No recreational vehicles, such as, but not limited to, boats, campers, motor homes, and tent vehicles, may be parked or kept on any Lot without first obtaining the written approval of GBAC herein, which approval shall be revocable by GBAC. No motorized bikes or similar type recreational vehicles may be operated on any Lot.

(d) No live poultry, hogs or other similar livestock shall be kept on any Lot. Horses and/or cows may be kept on any Lot provided however that the number of horses and/or cows so kept is in accordance with applicable Baltimore County Zoning Regulations and that they are properly housed and cared for and are restricted to the owner's Property. Written approval of GBAC must be obtained prior to the keeping of horses and/or cows, which approval shall be revocable by GBAC. A maximum of two (2) dogs and two (2) cats is permitted by right, provided that they are properly housed and cared for and are restricted to the owner's Property. Written approval from GBAC is required for dogs and cats in excess of this number, which approval shall be revocable by GBAC.

(e) Owners of Lots shall be responsible for providing driveway access to their homes from the paved portion of the public road or common driveway abutting the owner's Lot as

designated on the Plats. All driveways shall be paved with a hard durable surface, such as macadam, tar and chip, concrete or other similar material. Paving shall be completed one (1) year from the date of commencement of construction of the Dwelling on said Lot.

NO BERM SHALL BE ALLOWED ALONG THE DIVISION LINE BETWEEN THE PUBLIC ROAD AND LOT WHICH WILL IN ANYWAY INHIBIT THE WATER COURSE INTENDED IN THE APPROVED ROAD DESIGN.

NOTE: COMMON DRIVEWAYS CONSTRUCTED BY DEVELOPER ARE NOT TO BE ALTERED WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE DECLARANT HEREIN.

(f) All Lots in Cooperfield shall be kept free from rubbish and trash of any kind, clean and with lawns, including the area between the lot line and the paved portion of the road, neatly mowed a minimum of three (3) times per growing season, so that grass and weeds do not exceed eight (8) inches in height. In the event the owners of any Lot(s) do not so maintain their Lot(s), the Declarant or its employees shall have the right to enter upon said Lot to cut or remove the grass, weeds, rubbish or trash, and the Owner of any Lot or parcel so benefitted shall pay reasonable charges for such services as is determined by the Declarant or its designee.

(g) No future facilities, including poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot; and no external or outside antennae towers or television discs of any kind shall be erected without the prior written approval of GBAC or its duly authorized representative(s). Developer reserves the right to install utility poles, wires and the like above ground as it deems necessary in providing utility service to any Lot.

(h) No more than seven thousand (7,000) square feet of wooded area on any Lot or parcel may be cleared without the express authorization of the Declarant.

(i) No sign or other advertising device of any nature shall be placed on any Lot advertising the said Lot or the improvements thereon as being for sale unless approved in writing by the Declarant. This restriction shall terminate on April 1, 1991.

(j) No change in ground level may be made on any Lot in excess of one foot in height over existing grades without the written approval of the Declarant obtained prior to the commencement of work.

(k) No vehicle shall be parked on any street in the Subdivision. No truck of any type shall be parked for storage overnight or longer on any Lot in the Subdivision in such a

manner as to be visible to the occupants of other Lots in the Subdivision or the users of any street within the Subdivision, unless the prior written approval of the Declarant has been obtained, which approval may be revoked by the Declarant at any time.

(l) Any Dwelling or outbuilding on any Lot in the Subdivision which may be destroyed in whole or in any part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain on the Lot for more than sixty (60) days.

(m) No fuel tanks of any kind, excepting tanks for heating oil, shall be buried on any Lot.

(n) A construction entrance twelve feet by fifty feet (12' x 50') must be built on each Lot by the Lot Owner prior to construction and shall consist of not less than eight inches (8") of crushed stone and shall be maintained during construction to minimize sediment runoff and damage to the road system adjacent to the construction site.

DAMAGE TO THE ROAD SYSTEM RESULTING FROM IMPROPERLY INSTALLED AND MAINTAINED CONSTRUCTION ENTRANCES SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.

SECTION 3. Environmental Control. The Declarant has entered into an agreement with the Baltimore County Department of Environmental Protection and Resource Management to adhere to the following "Water Quality Best Management Practices" and, by the acceptance of a Deed conveying any Lot, the Owner thereof covenants to adhere to the same:

(a) All areas except that used for buildings, sidewalks and paving, will be planted with vegetated cover and/or landscaped as soon as possible after final grading and maintained in such condition.

(b) Dirt and debris accumulating on private roads will be removed according to the following schedule: May through October, concurrent with grass mowing; November through April, as required.

(c) Snow removal will be by mechanical means except in severe snow and ice conditions, when deicing compounds may be used.

(d) Application of fertilizers, herbicides and pesticides will not exceed recommendations of the University of Maryland Cooperative Extension Service.

(e) Filling will not occur in grassed or lined drainage ditches or swales.

ARTICLE VI - GENERAL

SECTION 1. Provisions to Run With The Land. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any part of said land included in the Plat, their respective legal representatives, heirs, successors, and assigns. Failure by the Declarant, or any such owner or owners to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

SECTION 2. Term and Amendment. These restrictions shall inure to the benefit of and shall be enforceable by the Declarant and any Lot Owner, their respective legal representatives, heirs, successors and assigns until April 1, 2014. From and after April 1, 2014, the easements created by Articles III, IV and V hereof shall continue in full force and effect in perpetuity. After April 1, 2014, the remaining provisions in this Declaration (with the exception of Articles III, IV and V) may be amended and/or terminated in their entirety by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners entitled to vote, which instrument shall be filed for recording among the Land Records of Baltimore County, Maryland or in such other place of recording as may be appropriate at the time of the execution of such instrument.

SECTION 3. Invalidation. Invalidation of any of these covenants, agreements, restrictions or conditions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SECTION 4. Limitation. These restrictions shall apply to the Lots as shown on the aforesaid Plat entitled Cooperfield and shall not be binding on any other property of the Declarant, its successors and assigns.

SECTION 5. Subdivision.

(a) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, after acquisition from the Declarant. With respect to any of said Lots while owned by the Declarant, the Declarant expressly reserves the right to alter property lines, to alter setback lines, to alter any easements, and to otherwise revise the aforesaid Subdivision Plat and/or Development Plan of Cooperfield in any respect subject to

applicable Baltimore County regulations and requirements. And in connection therewith, the Declarant further reserves the right to modify the Subdivision Plat and/or Development Plan as filed with Baltimore County, Maryland, as to any Lots to be resubdivided. Included in this reservation is a special limited irrevocable power of attorney to sign on behalf of any interested party such as waivers or consents as may be required by Baltimore County, consenting to the alteration of the Subdivision Plat and/or Development Plan.

(b) Nothing herein shall be construed to prevent the resubdivision of Lot Nos. 12 and 13 and Tract A by the Declarant or subsequent owner in the event of future changes in Baltimore County Zoning Regulations. In such event, the size of any lot(s) resulting from such resubdivision shall be not less than three (3) acres. With respect to Tract A, use of Tract A as a building lot and/or resubdivision shall be not less than three (3) acres. Through a change in Zoning Regulations or as a result of the shifting of density from adjacent property to Tract A. Any lot(s) on or partially on Tract A resulting from such use and/or resubdivision shall be at least three (3) acres in size.

ARTICLE VII - DEVELOPER

SECTION 1. Reservation of Rights. The Developer reserves an easement to exercise its right at any time prior to or subsequent to conveyance of individual Lots in Cooperfield to enter upon any of the Property, to complete, in its sole discretion, development of the Property; such development including but not limited to tree cutting, and grading and filling in order to install roads, storm drains and utilities.

SECTION 2. Waiver of Restrictions and Covenants. The Declarant, its successors and assigns, reserves the right to waive such portion of the Restrictions and Covenants placed on this Property as the Declarant deems necessary or in the best interest of the development as determined by the Declarant. All waivers shall be in writing and a copy thereof shall be filed with the Declarant and a copy thereof shall be available to all Lot Owners upon request.

SECTION 3. Special Limited Power of Attorney.

AS STATED IN ARTICLE VI, SECTION 5, DECLARANT RESERVES THE RIGHT TO SIGN ON BEHALF OF ANY INTERESTED PARTY OR LOT OWNER SUCH AS WAIVERS OR CONSENTS AS MAY BE REQUIRED BY BALTIMORE COUNTY, CONSENTING TO THE ALTERATION OF THE SUBDIVISION PLAT AND/OR DEVELOPMENT PLAN.

AS WITNESS the hand and seal of Richard A. Moore, President,
Gaylord Brooks Realty Company.

WITNESS:

GAYLORD BROOKS REALTY COMPANY

Reatha L. Burk

BY

Richard A. Moore
Richard A. Moore, President

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 26th day of
December 1989, before me, the subscriber, a Notary Public
of the State of Maryland, County of Baltimore, personally
appeared Richard A. Moore, President, Gaylord Brooks Realty
Company, and he acknowledged the foregoing Declaration of
Restrictions to be the act and deed of Gaylord Brooks Realty
Company.

AS WITNESS my hand and Notarial Seal.

Reatha L. Burk
NOTARY PUBLIC

My Commission Expires: July 1, 1990

The Mortgagee or Trustee under a Deed of Trust of the Property
joins in the execution of this Declaration for the purpose of
evidencing its consent thereto.

By: Suzann M. Stephens V.P.
Reisterstown Federal Savings
Bank

AFTER RECORDING - RETURN TO:
GAYLORD BROOKS REALTY CO.
REATHA L. BURK
P.O. BOX 193
PAPER MILL RD
PHOENIX, MD. 21131



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

Newton A. Williams
204 W. Penn. Ave
Towson, Md. 21204
823-7800

ARNOLD JABLON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

SUBJECT: POLICY MANUAL

DATE: 9/20/85

TT Ex. 10

This POLICY MANUAL is a compilation of legislative, executive, and administrative public policies. These policies are promulgated by the Zoning Commissioner of Baltimore County, pursuant to the Baltimore County Charter, §522.1, and the Baltimore County Zoning Regulations, §500.8. The principles enunciated herein have the limited purposes of facilitating and improving the implementation of procedures throughout the Baltimore County Department of Planning & Zoning Administrative Offices.

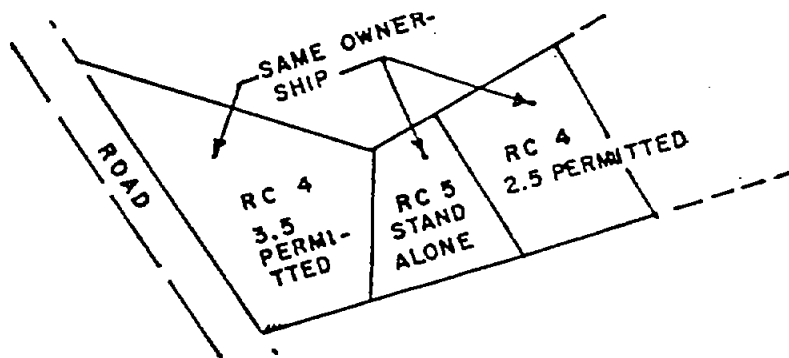
The policies organized here are subject to alteration, modification, or revision in accordance with the authority under which they are initially adopted. As such, the policies have no binding effect within a Court of law, although they may be utilized by the Courts to interpret and construe pertinent zoning regulations. Hofmeister v. Frank Realty Co., Inc., 373 A 2d 273 (1977); Farber's, Inc. v. Comptroller of the Treasury of the State of Maryland, 266 Md 44 (1972).

This Manual could not have been prepared without the experience and knowledge of James Dyer, Zoning Supervisor; Diana Itter; Douglas Swam; and Nicholas Commodari, Zoning Coordinator; and especially without the time, effort and ability of Carl Richards.

RSD-7 R.C. ZONES UNDER THE SAME OWNERSHIP

If R.C. zoned land under the same ownership is separated by a different R.C. zone, then the density should be calculated and utilized by each zone parcel. In the following example the R.C. 4 density would be two for one parcel and three for the other. The five lots would have to be located in the respective permitted density parcels of the property. The R.C. 5 area would be figured and utilized separately.

If R.C. zoned land is proposed to be clustered in the same zone, on the same property, across another zone, a special hearing would be required before the Zoning Commissioner. In the following example a special hearing would be required to request that six density units be permitted in the R.C. 4 zone and/or that three units be permitted on the 2.5 density units parcel.



See Bill 25-89. If R.C. zoned land under the same ownership is divided by a public road, parcels on both sides of the road should be figured separately for density as if they were separate recorded lots, the density may not be transferred or accumulated across the roads, unless;

In the judgement of the Zoning Supervisor and/or the Commissioner, a special hearing may be applied for to transfer or accumulate density across a road.

RSD-10 SUBDIVIDING R.C.2 ZONED LAND

Subdivision or further subdividing of legally existing R.C.-2 zoned parcels prior to Bill 178-79 (effective 11/25/79) is permitted in accordance with the present R.C.-2 zoning regulations, provided that:

- A. The parcels are separately described in a recorded deed.
- B. The parcels recorded met the existing zoning regulations at that time.

If the property is recorded by multiple deeds or the deed contains multiple parcels, or the subdivision needs further clarification, the following may be required:

- A. To properly identify the parcels, a property plat should be prepared listing and color coding each parcel according to the description in the deed.
- B. The plats, deeds, and other supporting documentation should be prepared and certified by either a land surveyor, registered professional engineer or title attorney.
- C. All of the above information and documents should be submitted for review at least two weeks prior to zoning approval or CRG.

When legally existing parcels or deeds qualify to be subdivided or re-subdivided, each separate parcel must be subdivided individually. The right to divide or the density cannot be transferred from one lot to another, accumulated, or clustered in an R.C.2 zone, unless a public hearing is held by the Zoning Commissioner.

See 85-104SPH; 85-281SPH

BALTIMORE COUNTY DEPARTMENT OF ENVIRONMENTAL
PROTECTION AND RESOURCE MANAGEMENT

Inter-office Correspondence

90-492SPHA

TO: Mr. J. Robert Haines
Zoning Commissioner

DATE: June 26, 1990

FROM: Mr. Robert W. Sheesley

SUBJECT: Special Hearing - Black Pine Farm
Item #344

**PETITIONER'S
EXHIBIT 14**

On behalf of the Baltimore County Department of Environmental Protection and Resource Management I have reviewed the proposed development plat regarding Black Pine Farm dated March 20, 1990 submitted in conjunction with the Special Hearing Petition involving lot line adjustments and variances. The review of the proposed development has been undertaken to determine the plan's consistency with County Council Bill #134-89 and the related policy prepared and administered by the Department of Environmental Protection and Resource Management.

The eight proposed lots are well under the number permitted by the RC-2 and RC-4 zoning existing on the property which, based on the developer's calculation, is 27 total lots. Additionally, the proposed number of lots is well within the 21 lots permitted under the policy protecting prime and productive soils. The reduction of six lots reflects the loss of density within the RC-4 zoning because of the existence of prime and productive soils within the RC-4 zoned area of the farm.

The location, to the degree shown, of any proposed lots involving new houses is acceptable in regard to the prime and productive soil policy, albeit, lots IV - VII are generally located on productive or Class III soils. These lot locations are deemed consistent with the prime and productive soil policy because they are located in a woodland and are, therefore, not disruptive of tillable farmland or pasture areas and they are generally consistent with the 60,000 square feet maximum lot size. Similarly, the larger "agricultural" lots are consistent in a general sense with the 50 acre minimum size requirement referenced with the prime and productive soil policy.

The Department of Environmental Protection and Resource Management recognizes that this farm property is located in a significant agricultural area of Baltimore County. It is defined by the Baltimore County Master Plan 1990-2000 as being located within an "Agricultural Preservation Area". Additionally, it is virtually surrounded by farms which are official or proposed Agricultural Districts under the Maryland Agricultural Land Preservation Program or are preserved through easement agreements with the Maryland Environmental Trust. It is, therefore, essential that in order to reduce any destabilization of this agricultural community from this proposed development, the following conditions be made part of any order approving this petition and accompanying plan:

January 6, 1990

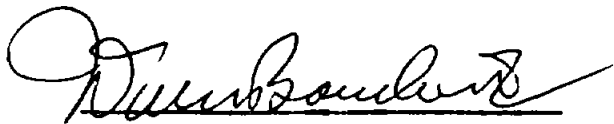
I Carroll Price, agree to rent the tillable acres on
Black Pine Farm, located on Blackrock Rd., from
William Boucher for the sum of \$40.00 per acre.

N Perk testing is to be done while crops are growing.



Carroll Price

239-8234



William Boucher

771-4337

Mike Murphy

332-0770

COUNTY COUNCIL OF BALTIMORE COUNTY, MARYLAND
Legislative Session 1989, Legislative Day No. 16
BILL NO. 134-89

Mr. William R. Evans, Councilman
By Request of County Executive

By the County Council, September 5, 1989

A BILL
ENTITLED

AN ACT concerning

Development Regulations-Agricultural Preservation

FOR the purpose of preserving agricultural lands and protecting
prime and productive soils in the development process.

BY adding

Section 22-37(b) (5)
Division 1

Section 22-39 new definition "Prime and Productive Soils"
Division 1

Section 22-99(c)
Division 3

BY repealing and reenacting with amendments

Section 22-55(b) (3)
Division 2

All of Article IV.
Title 22 "Planning, Zoning and Subdivision Control"
Baltimore County Code, 1978, 1987 Cumulative Supplement
as amended

1. SECTION 1. Be it enacted by the County Council of Baltimore
2. County, Maryland, that Sections 22-37(b) (5), 22-39 new definition
3. "Prime and Productive Soils, and 22-99 (c), be and they are hereby
4. added to Article IV. title "Planning, Zoning and Subdivision Control"
5. of the Baltimore County Code, 1978, 1987 Cumulative Supplement, to read
6. as follows:
7. Sec. 22-37. Development policies.
8. (b) These regulations are intended to protect and promote public
9. health, safety and welfare and to ensure provision for public

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.
[Brackets] indicate matter stricken from existing law.
Strike-out indicates matter stricken from bill.
Underlining indicates amendments to bill.

1. facilities, services and amenities. To this end, these regulations are
2. designed and intended to ensure the safety, adequacy and convenience of
3. proposed provisions for the following:

4. (5) PRESERVATION OF AGRICULTURAL LANDS, INCLUDING ADEQUACY OF
5. PROTECTION OF PRIME AND PRODUCTIVE SOILS FROM INAPPROPRIATE DEVELOPMENT.

6. Sec. 22-39. Definitions.

7. As used in these regulations, the following words and terms have
8. the meaning indicated:

9. PRIME AND PRODUCTIVE SOILS MEANS SOIL TYPES DEFINED IN THE
10. U.S.D.A. SOIL SURVEY OF BALTIMORE COUNTY, ISSUED MARCH 1976 AND AS
11. UPDATED, AS AGRICULTURAL CAPABILITY CLASSES I, II OR III OR AS WOODLAND
12. CLASSES 1 OR 2.

13. Sec. 22-99. Slope protection and soils.

14. (c) ON PRIME AND PRODUCTIVE SOILS WITHIN THE R.C. ZONES, EXCEPT
15. WITHIN THE R.C.5 ZONE, NO PLAN OR PLAT MAY BE APPROVED UNLESS THE
16. COUNTY FINDS THAT CONSTRUCTION, EXCAVATIONS, BUILDINGS, STRUCTURES,
17. PAVEMENTS, GRADING, CLEARING OR OTHER DISTURBANCES OF THE SOILS WILL BE
18. LIMITED OR RESTRICTED IN ACCORDANCE WITH POLICIES ESTABLISHED BY THE
19. DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT TO
20. PROMOTE AGRICULTURAL USES AND PROTECT BALTIMORE COUNTY'S SOIL RESOURCES.
21. THIS REGULATION SHALL APPLY TO ALL DEVELOPMENT EXCEPT SUCH DEVELOP-
22. MENT WHICH HAS BEEN ACCEPTED FOR FILING UNDER SECTION 22-56 BY THE
23. DEPARTMENT OF PUBLIC WORKS PRIOR TO OCTOBER 1, 1989.

24. SECTION 2. Be it further enacted, that Section 22-55(b) (3), Division
25. 2, Article IV. of the Baltimore County Code, 1978, 1987 Cumulative
26. Supplement, be and it is hereby repealed and reenacted, with amendments, to
27. read as follows:

28. Section 22-55. Plan.

29. (b) The plan shall be filed with the department of public works
30. and shall contain the following information:

1. (3) Soil types in accordance with the soil survey, Baltimore
2. County, Maryland(;;), INCLUDING, IDENTIFICATION OF PRIME AND PRODUCTIVE
3. SOILS;

4. Section 3. And be it further enacted, that this bill, including
5. all of Subsection 22-99(c) shall expire and be of no further effect on
6. January 1, 1991.

7. SECTION 34. And be it further enacted, that this Act
8. shall take effect forty-five days from the date of its enactment.



Baltimore County
Zoning Commissioner
County Office Building
117 West Chesapeake Avenue
Towson, Maryland 21204

TI 118

90-492 SPHA

Receipt

Account R 001 8150
Number

No 1978

Date

PETITIONER'S
EXHIBIT 18

Item #

Check from Nolan, Plunkhoff & Williams # 2306
2277

Cashier Validation:

Please make checks payable to Baltimore County
B 138*****210607a

T-3 CHICAGO
CHESAPEAKE TITLE INSURANCE CORPORATION
(Corporation Form)

LIBER 8 5 0 5 PAGE 3 8 6

App. H- 114401

This Deed, Made this 10th day of APRIL, in the year one thousand nine hundred and ninety, by and between CHESAPEAKE EQUITIES ORGANIZATION, INC.

a body corporate of the State of Maryland party, of the first part, Grantor, and L. MYRTON GAINES and MARY B. GAINES his wife party of the second part, Grantee.

THE ACTUAL CONSIDERATION PAID OR TO BE PAID IS \$725,000.00.

Witnesseth: that in consideration of the sum of Five Dollars, and other valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey and assign unto

Grantees, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs personal representatives and assigns, in fee simple.

all that(those) lot(s) of ground situate in BALTIMORE COUNTY in the State of Maryland, and described as follows, that is to say:

(See Exhibit A Attached)

L. Myrton Gaines and Mary B. Gaines, his wife, Grantees in the within Deed hereby certify under the penalties of perjury, that the land conveyed in said Deed is residentially improved owner-occupied real property and that the residence will be occupied by them.

L. Myrton Gaines
L. MYRTON GAINES

Mary B. Gaines
MARY B. GAINES

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE-LETTER OF INTENT
SIGNATURE [Signature] DATE 5-14-90

C RC/F 19.00
C T TX 3475.00
C DOCS 3625.00

DEED 0 #
SM CLERK 7119.00
#77240 0001 R02 T10:2

PETITIONER'S
EXHIBIT 19

RECEIVED FOR TRANSFER
State Department of
Assessing and Taxation
for Baltimore County
APR 30/90

90-492SPHA

125
3475
114

Together with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, easements and advantages to the same belonging or in anywise appertaining.

To have and to hold the said described lots(s) of ground and premises, unto and to the use of the said

Grantee, as tenants by the entireties, their assigns, and unto the survivor of them his or her heirs, personal representatives and assigns, in fee simple.

And the said Grantor covenants that it will warrant specially the property hereby granted and conveyed, and that it will execute such further assurances of said land as may be requisite.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In Testimony Whereof, the said Grantor has caused its corporate seal to be hereto affixed, and its Vice-President to set his hand hereto.

WITNESS:

CHESAPEAKE EQUITIES ORGANIZATION, INC.

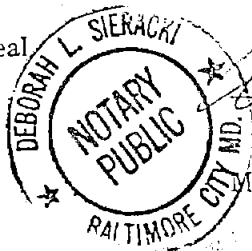
BY Wm. Baude (Seal)
Vice President

State of Maryland,

, TO WIT:

I HEREBY CERTIFY, that on this 10th day of APRIL, 1990, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared _____, who acknowledged himself to be the Vice-President of the Grantor Corporation, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the said corporation by himself as Vice-President, and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Grantor Corporation.

WITNESS: my hand and Notarial Seal



Deborah L. Sieracki
Notary Public
My Commission expires: July 1, 1990

EXHIBIT 'A'

ADJUSTED LOT 1:

All that piece or parcel of land situate, lying and being in the Fifth Election District of Baltimore County, State of Maryland and described as follows to wit:

Beginning for the same at a point situate on the east side of Black Rock Road and at the beginning of a parcel of land designated Lot 1 containing 39.33 Acres and described in a deed dated January 5, 1989 and recorded among the Land Records of Baltimore County in Liber S.M. No. 8075 Folio 87 which was conveyed by H. Stokes Lott, III to Chesapeake Equity Organization, Inc. and running thence with and binding on the first line of said parcel of land and binding in the bed of Black Rock Road, as the courses are referred to the true meridian, South 14 degrees 29 minutes 30 seconds East 34.16 feet to a point in said road and to the beginning of a parcel of land designated Lot 2 containing 4.11 Acres and described in the aforesaid deed, thence leaving said road and binding reversely on the last and second lines of said Lot 2 and running with and binding on the second and third lines of said first mentioned parcel of land designated Lot 1, the two following courses and distances viz: South 48 degrees 39 minutes 45 seconds West 1021.20 feet and South 11 degrees 35 minutes 27 seconds West 581.21 feet to an old pipe in a field heretofore set at the end of said third line and at the beginning of the fourth or South 71 degrees 29 minutes 42 seconds West 644.83 foot line of a parcel of land firstly described in a deed dated March 14, 1986 and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 7114 Folio 576 which was conveyed by Arthur L. Shreve III and wife to H. Stokes Lott III, thence running for a line of division through said Lot 1, containing 39.33 Acres and binding for a part on said fourth line, South 62 degrees 57 minutes 56 seconds West 711.19 feet to intersect the ninth or North 46 degrees 17 minutes 10 seconds West 163.09 foot line of said Lot 1 at a point distant North 46 degrees 17 minutes 10 seconds West 51.56 feet from a pipe heretofore set at the beginning thereof and thence running with and binding on a part of said ninth line and running with and binding on the tenth, eleventh, twelfth, thirteenth, fourteenth, fifteenth and last lines of said Lot 1 which was conveyed by Lott to Chesapeake Equity Organization, Inc. the eight following courses and distances viz: North 46 degrees 17 minutes 10 seconds West 111.53 feet to a pipe, North 47 degrees 40 minutes 37 second West 195.47 feet to a pipe, North 46 degrees 26 minutes 35 seconds West 287.94 feet to a pipe, North 47 degrees 55 minutes 20 seconds West 149.95 feet to a pipe, North 45 degrees 14 minutes 18 seconds West 126.38 feet to a pipe, North 68 degrees 07 minutes 42 seconds East 55.58 feet to a concrete monument, North 65 degrees 04 minutes 26 seconds East 1,321.57 feet and North 64 degrees 30 minutes 26 seconds East 989.59 feet to the place of beginning.

Containing 24.167 Acres of land more or less.

Being part of a parcel of land firstly described and designated Lot 1 in a deed dated January 5, 1989 and recorded among the Land Records of Baltimore County in Liber S.M. No. 8075 Folio 87 which was conveyed by H. Stokes Lott III to Chesapeake Equity Organization, Inc.

LOT 2:

All that piece or parcel of land situate, lying and being in the Fifth Election District of Baltimore County, State of Maryland and described as follows to wit:

Beginning for the same at a point in the bed of Black Road Road at the beginning of a parcel of land designated Lot 2 containing 4.11 Acres and described in a deed dated January 5, 1989 and recorded among the Land Records of Baltimore County in Liber S.M. No. 8075 Folio 87 which was conveyed by H. Stokes Lott III to Chesapeake Equity Organization, Inc., and thence leaving said road and running with and binding on the first line of said Lot 2 as the courses are referred to the true meridian, South 35 degrees 23 minutes 12 seconds West 1525.71 feet to an old pipe in a field and thence running with and binding on the second and last lines of Lot 2 and binding reversely on the third and second lines of a parcel of land designated Lot 1 containing 39.33 Acres and described in said deed from Lott to Chesapeake Equity Organization, Inc., to two following courses and distances viz: North 11 degrees 35 minutes 27 seconds East 581.21 feet and North 48 degrees 39 minutes 45 seconds East 1021.20 feet to the place of beginning.

LIBER 8.38.5-2013-03

Containing 4.17 Acres of land more or less.

Being all and the same parcel of land secondly described and designated Lot 2 in a deed dated January 5, 1989 and recorded among the Land Records of Baltimore County in Liber S.M. No. 8075 Folio 87 which was conveyed by H. Stokes Lott III to Chesapeake Equity Organization, Inc.

Mail to

Chicago Title Ins.

100 St. Paul St.

21202

1-11401-05

AGREEMENT

THIS AGREEMENT made this 1st day of January, 1990, by and between Chesapeake Equities Organization, Inc., hereinafter referred to as "Chesapeake" or "Seller" and L. Myrton Gaines, hereinafter referred to as "Gaines" or "Buyer"

WHEREAS, Chesapeake owns approximately 184 acres on the north or west side of Black Rock Road in the Fifth Election District of Baltimore County, and

WHEREAS, by Contract of Sale dated of even date herewith Gaines has agreed to purchase 28 acres more or less all as more clearly defined on a plat attached hereto and more fully identified as Lot 1, of Exhibit A and

WHEREAS, it was the condition precedent to the execution of this Agreement that the parties hereto execute the aforesaid Contract of Sale.

NOW, THEREFORE witnesseth in consideration of execution of this Agreement and other good and valuable considerations the receipt of which is hereby acknowledge the parties hereto agree as follows:

1. Chesapeake agrees the remaining parcel of land containing approximately 156 acres of land, more or less, as shown on the attached plat will not be subdivided into more than seven (7) other parcels, as more fully identified as Lots 2 through 8 of Exhibit A. Seller agrees to use its best efforts to obtain Baltimore County approval of Exhibit A. Buyer agrees to cooperate with Seller in this effort. Seller reserves the right to make reasonable adjustments in lot lines so long as the character of sub-division is not altered. In the event the above mentioned sub-division plan is not approved in a form similar to Exhibit A, Seller may elect to re-subdivide the property in accordance with Baltimore County Zoning and Subdivision Regulations. If it becomes necessary to re-subdivide the property as a result of the inability to have the subdivision shown as Exhibit A approved, Seller agrees to prohibit the construction of any residential dwellings in the cross-hatched area of Lot 2 as shown on Exhibit A unless otherwise agreed to by the owners of Lot 1. This restriction will survive closing and run with the land. The record plat and the Covenants and Restrictions for this property will reflect this Agreement. (This Exhibit A is similar to, but not identical to the plat attached to the Contract of Sale and identified as Addendum No. 1 to the aforesaid Contract of Sale.)

2. Parcel No. 2 containing 46 acres of land will be restricted to the placement of its residential building site on that portion of Lot No. 2 identified and colored in yellow on the attached Exhibit A.

RETURN TO:
CHICAGO TITLE
COMPANY OF MARYLAND
110 ST. PAUL ST.
BALTIMORE, MD. 21202

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

SIGNATURE DATE

AP 5/30/90

RECEIVED FOR TRANSFER

State Department of
Assessments & Taxation

AP 5/30/90

RECEIVED TAXPAYER'S RECORDS

Branch of Records

State Department of

Assessments & Taxation

Authorized Signature

Date 4-18-90 Sec. 11-65 Agreement

27.00
27.00
06/13/90

3. Chesapeake agrees to construct its right of way for ingress and egress for lots 3 through 8, on Lot 2 and located 20 feet from the common or southern boundary of Gaines' parcel, the approximate location of said drive is shown in green on the attached plat.

4. Chesapeake agrees to install no permanent advertising or subdivisions signs along Black Rock Road excluding only temporary real estate "for sale" signs indicating the availability of lots 2 through 8.

5. Chesapeake agrees that no street lights will be installed along the right of way excluding such as might be required by Baltimore County.

6. Nothing in this Agreement shall be deemed to prevent Gaines from further subdivision of parcel 1 as allowed by the Baltimore County Zoning and Subdivision Regulations as they might be enacted from time to time.

7. Gaines agrees that he will grant and assign his density rights in that portion of Lot 1 as is contained in the RC2 Zone as required by Baltimore County in order to permit Seller to obtain a recorded subdivision plat of eight (8) residential density lots.

8. Item 1 through 7 hereof are deemed to be Restrictive Covenants on the further development of the 155 acre parcel owned by Chesapeake; to run with the land and not solely personal to the parties hereto; shall be in perpetuity and recorded among the Land Records of Baltimore County unless the terms hereof are incorporated in other Restrictive Covenants included in a subdivision of the parcel owned by Chesapeake.

9. Chesapeake hereby grants unto Gaines the right of first refusal to purchase that portion of Lot 2 as identified in pink on the attached exhibit, lying adjacent to the southern boundary of Gaines' property and along a portion of the northern boundary of the right of way or entry way to be constructed to serve Lots 3 through 8. Unless the Buyer exercises his right to purchase additional acreage, this right shall expire ten (10) days after Seller notifies Buyer in writing of Seller's receipt of an offer for Lot 2 which is acceptable to Seller. The purchase price for such parcel shall be established by Seller. This right of first refusal shall be renewed in the event such sale by Seller is not consummated. (This restriction to be personal to the parties hereto and not to run with the land.)

BOOK 8505 PAGE 392

THIS AGREEMENT is to survive settlement and execution of a deed for the aforesaid 28 acre parcel identified as Lot 1 and not to merge in the deed.

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hand and seal this day and year first above written.

ATTEST:

CHESAPEAKE EQUITIES
ORGANIZATION, INC.

[Signature]
ATTEST: *[Signature]*

BY: *[Signature]* (SEAL)

BUYER:

STATE OF MARYLAND
COUNTY OF BALTIMORE: to wit,

[Signature] (SEAL)
L. MYRTON GAINES
[Signature]

I HEREBY CERTIFY that on this 10th day of APRIL, 1990, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared a duly authorized officer of Chesapeake Equities Organization, Inc. and made oath in due form of law that he, as such officer is duly authorized to enter into this Agreement, that the statements are true and correct as therein stated, and acknowledged said Agreement to be the act of said body corporate.

AS WITNESS my hand and Notarial Seal.

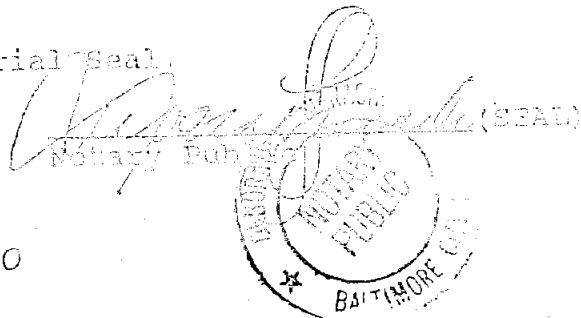
[Signature] (SEAL)
Notary Public
DEBORAH L. SCHWARTZ
BALTIMORE, MD

My Commission Expires: July 1, 1990

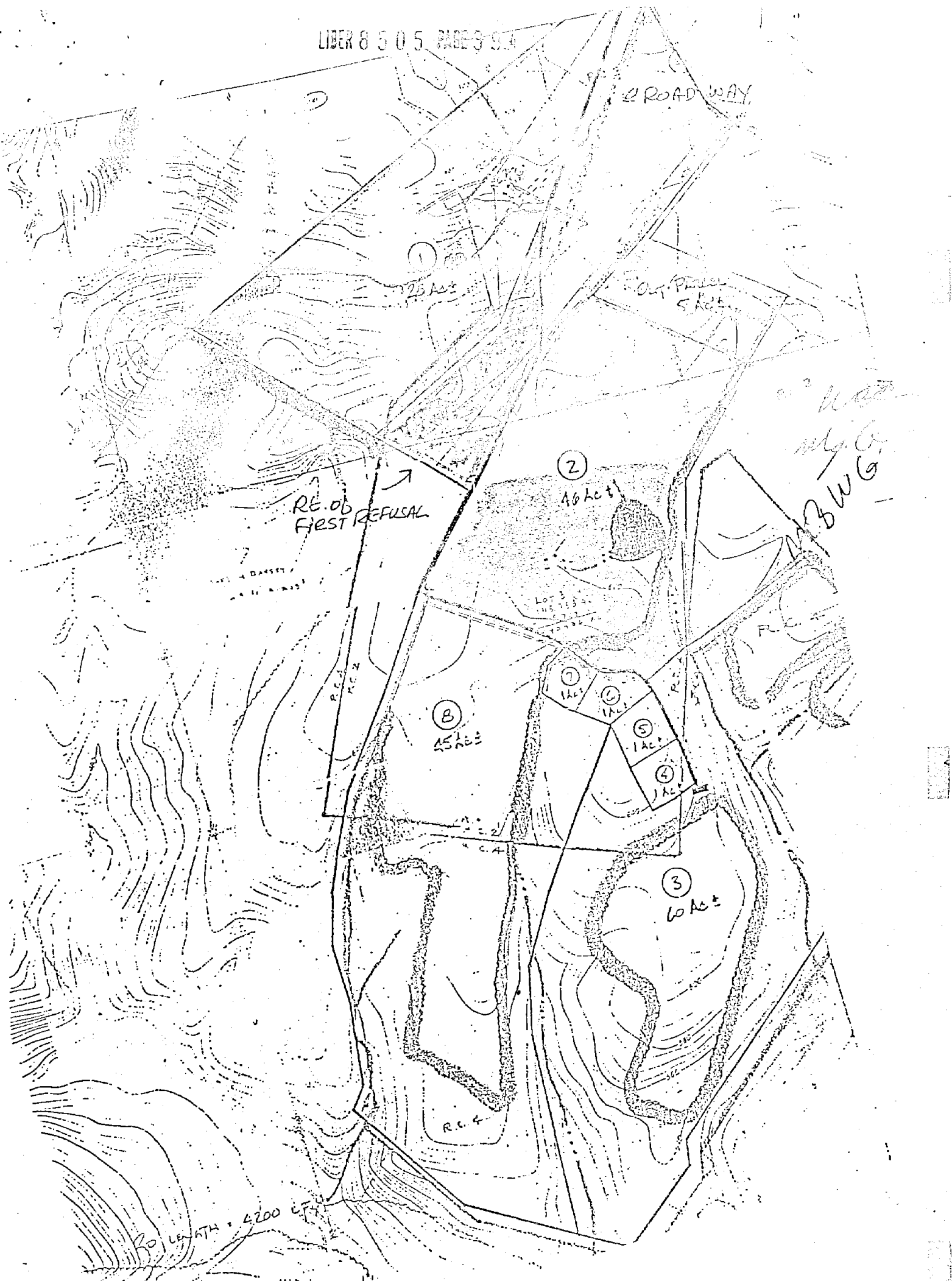
STATE OF MARYLAND
COUNTY OF BALTIMORE

I HEREBY CERTIFY that on this 10th day of January, 1990, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared L. Myrton Gaines and made oath in due form of law that the matters and facts set forth in the foregoing Agreement are true and correct as therein stated, and acknowledged said Agreement to be his act.

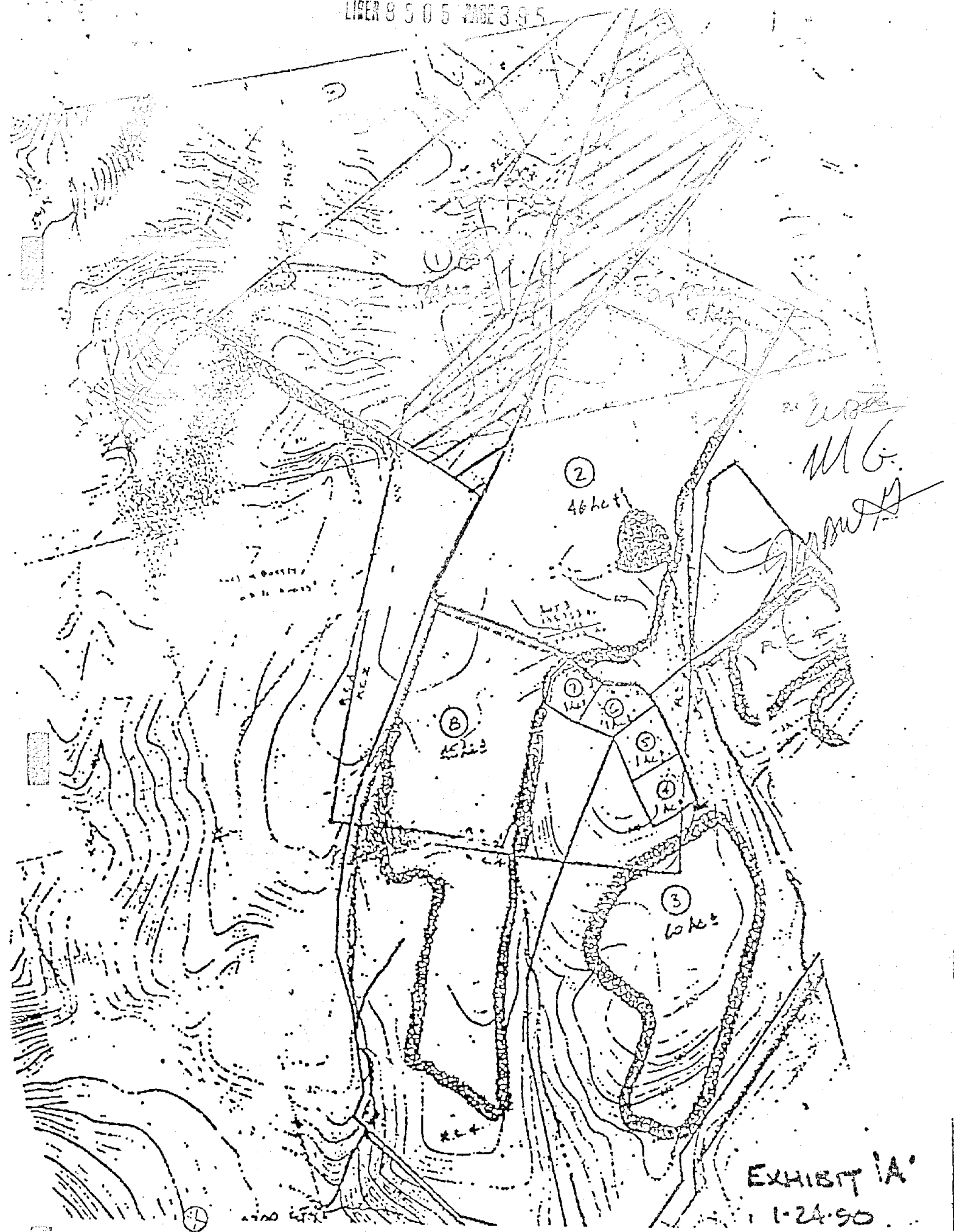
AS WITNESS my hand and Notarial Seal.



My Commission Expires: July 1, 1990



LIBER 8505 PAGE 395



34. 31

BALTIMORE COUNTY DEPARTMENT OF ENVIRONMENTAL
PROTECTION AND RESOURCE MANAGEMENT

INTERIM APPLICATION OF
BALTIMORE COUNTY COUNCIL BILL No. 134-89

April 1, 1990
(Revised June 4, 1990)

County Council Bill No. 134-89 requires this agency to establish policies "to promote agricultural uses and protect Baltimore County's soil resources". In order to prevent unnecessary and/or unwarranted delays in processing plans and/or plats and for the purpose of avoiding uncertainty in regard to the effect of this legislation in general, the following interim policy is effective immediately.

Any plan and/or plat submitted to this agency for development approval that involves RC-2, RC-3 or RC-4 zoning needs to be reviewed by the Baltimore County Department of Environmental Protection and Resource Management to determine its consistency with the interim policy detailed below. All other existing requirements of the Baltimore County Zoning Regulations continue to be applicable.

RC-2 and RC-4 zoned land within the "Agricultural Preservation Areas" as established in the draft Baltimore County Master Plan, 1989-2000 shall be subject to the following additional requirements. (No RC-3 exists within "Agricultural Preservation Areas".)

1. Lots created within RC-2 zoned areas shall be 60,000 square feet or less or greater than 50 acres in size except that exceptions can be made in regard to these standards based on sewerage and water system requirements; unique physical characteristics of the site; adjacent development characteristics; and other factors which create practical difficulties in satisfying these lot size requirements as determined by the Department of Environmental Protection and Resource Management.
2. Lots created within RC-2 and RC-4 zoned land shall not be located on prime and productive soils as referenced in the Baltimore County Soil Survey unless it is demonstrated that no other suitable area for lot placement exists and the location of lots shall not seriously impact the utility of a farming operation or significantly diminish the agricultural land resources.
3. In regard to prime and productive soils within RC-4 zoned land, the residential density calculated shall be the same as for RC-2. In addition, provisions for lot size and location in regard to all lots allowed within RC-4 zoned areas shall be similar to #1 and #2 above.

EXHIBIT 21
PETITIONERS

90-492 SP4A

In regard to areas zoned RC-2, RC-3 and RC-4 outside of "Agricultural Preservation Areas" the following provisions shall apply:

1. RC-2 zoned land will be administered in a similar fashion as outlined for "Agricultural Preservation Areas". (See above.)
2. RC-4 zoning will be amended as follows:
 - a) Lot size is not to exceed 60,000 square feet nor be less than 25 acres unless the accommodation of on-lot sewer and/or water requires additional acreage except that variances can be made in regard to these standards based on sewerage and water system requirements; unique physical characteristics of the site; adjacent development characteristics; and other factors which create practical difficulties in satisfying these lot size requirements as determined by the Department of Environmental Protection and Resource Management.
 - b) Lots can be placed on prime and productive soils if it is demonstrated that this will promote reservoir watershed protection by locating lots a greater distance from watercourses including floodplains, seeps and springs and by avoiding the location of lots on steep slopes (>15%). (The primary purpose of RC-4 outside of the "Agricultural Preservation Areas" is to promote watershed protection, albeit, wherever possible prime and productive soils shall be protected.)
 - c) Clustering shall be required wherever possible.
3. RC-3 zoning shall be amended so that lot size shall not exceed one (1) acre or be less than 25 acres. Clustering of lots shall be required wherever possible. Lots shall be excluded from prime and productive soils unless it is demonstrated that no other suitable location exists.

LAW OFFICES

ANDERSON, COE & KING

SUITE 2000

CENTRAL SAVINGS BANK BUILDING

201 N. CHARLES STREET

BALTIMORE, MARYLAND 21201

TELEPHONE: 301-752-1630

FAX DIRECT DIAL: 301-752-0085

OCEAN CITY OFFICE

P.O. BOX 535

7904 COASTAL HIGHWAY #5

OCEAN CITY, MD 21842

TELEPHONE: 301-524-6411

FAX DIRECT DIAL 301-524-9479

CABLE: ABKO

WASHINGTON SUBURBAN OFFICE

8957-A EDMONSTON ROAD

GREENBELT, MD 20770

TELEPHONE: 301-441-8742

FAX DIRECT DIAL: 301-474-0650

ROBERT H. BOUSE, JR.
E. DALE ADKINS, III
JAMES A. ROTHSCHILD
M. BRADLEY HALLWIG
J. MICHAEL SLONEKER
G. MACY NELSON
JEANETTE A. PLANTE

COUNSEL

WARD B. COE, JR.
FRANK J. VECELLA
JOHN F. KING

G. C. A. ANDERSON
(1898-1985)

E. PHILIP FRANK, III
LYNNE B. MALONE
T. MICHAEL PRESTON
GREGORY L. VANGEISON
PHILIP C. JACOBSON
WENDY L. SHIFF
CONSTANCE D. BURTON
BARBARA McC. STANLEY
MATTHEW T. ANGOTTI
HUGH CROPPER, IV
DEBRA L. WYNNE
JILL R. LEINER
DEBORAH J. CLARKE
JAMES S. AIST
WILLIAM C. HUDSON

December 21, 1990

William T. Hackett, Chairman
County Board of Appeals
Room 315, County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

RE: Case No.: 90-492-SPHA
CHESAPEAKE EQUITY ORG., INC.
SW/s of Black Rock Rd., 800' SE
of Benson Mill Rd. (Black Pine Farm)
5th Election District
3rd Councilmanic District

SPH-Reconfiguration of parcels/lot lines;
clustering of RC 2 densities; OR IN THE
ALTERNATIVE
VAR-Accessory bldg. in front yard in lieu
of rear; height

8/23/90 - Z.C.'s Order DENYING Petition
for Special Hearing; GRANTING with
restrictions Petition for Variance.

Dear Mr. Hackett:

I represent neighboring landowners who are opposed to the proposed project which is the subject of this appeal. On December 20, 1990, I received your office's notice scheduling the hearing for Friday, May 3, 1991 at 10:00 a.m. I am writing to request a change in that hearing date because I am scheduled to be out of town on that date. May I suggest that we all confer to select a date that is convenient for the Board, the parties, and all counsel.

Very truly yours,

G. Macy Nelson

GMN/js

cc: Stephen J. Nolan, Esquire
Douglas L. Burgess, Esquire
Phyllis Friedman, People's Counsel for Baltimore County

RECEIVED
COUNTY BOARD OF APPEALS
50 DEC 26 PM 12:35

12/17/90 - Following parties notified of hearing set for May 3,
1991 at 10:00 a.m.:

Stephen J. Nolan, Esquire
Douglas L. Burgess, Esquire
William Boucher, III, Pres.
Chesapeake Equity Org., Inc.
L. Myrton Gaines
G. Macy Nelson, Esquire
People's Counsel for Baltimore County
P. David Fields
Pat Keller
Public Services
J. Robert Haines
Ann M. Nastarowicz
James E. Dyer
W. Carl Richards, Jr.
Docket Clerk - Zoning
Arnold Jablon, County Attorney

12/31/90 - Above parties notified of POSTPONEMENT and REASSIGNMENT to July 10, 1991
at 10:00 a.m.

7/08/91 -Letter from Stephen Nolan, Esq., confirming telephone conversation /conference
call of 7/05/91 (note attached to letter) regarding request for
continuance and confirming same.

7/10/91 -Matter continued on the record pending settlement negotiations; to be
set in for brief period to put settlement on record at later date /
at request of Counsel.

8/08/91 -Above parties notified of hearing set for Tuesday, August 27, 1991 at
9:15 a.m. by joint agreement of Counsel for purpose of settlement on
record and testimony of one witness.

8/27/91 -Continued on the recrd to Friday, September 6, 1991 at 9:00 a.m. for
settlement on record. Notices sent to all parties regarding said
hearing date and time.

8/30/91 - Above parties sent Revised Notice of Continuance and Reassignment. Case
now set for September 4, 1991 at 9:00 a.m. (1 hour).

9/04/91 -Continued on record at request of Doug Burgess w/no objection by other
Counsel. To be reset at request of Counsel when ready to proceed.

APPEAL

Petition for Special Hearing and Variance
SW/S of Black Rock Road, 800' SE of Benson Mill Road
(Black Pine Farm)
5th Election District - 3rd Councilmanic District
CHESAPEAKE EQUITY ORG., INC. - Petitioner
Case No. 90-492-SPHA

Petition for Special Hearing and Variance ✓

Description of Property ✓

Certificate of Posting ✓

Certificate of Publication *(to be submitted by Charlotte Haddock)*

Entry of Appearance of People's Counsel ✓

Zoning Plans Advisory Committee Comments ✓

Director of Planning & Zoning Comments ✓

Petitioner's Exhibits: ✓ 1. Copies of Deeds and Agreements

✓ 2. Plan to accompany Petitions *(A-D)*

✓ 3. Tax Maps pieced together

4. No Exhibit in file marked "4"

(IN BOARD'S CLOSET) ✓ 5. Plan to accompany Petitions

✓ 6. *Photo Board*

✓ 7. Topography Maps (Black and brown lines)

✓ 8. Agreement

✓ 9. Declaration of Covenants and Restrictions

✓ 10. Memo Re: Policy Manual

✓ 11. 1988 Comprehensive Zoning Map

✓ 12. Site Plan - Black Pine Farm

✓ 13. Aerial Photographic Map

✓ 14. Comments from Robert W. Sheesley

✓ 15. Comments from Pat Keller

✓ 16. Agreement letter to rent property

✓ 17. Bill No. 134-89

✓ 18. Receipt No. 1978

✓ 19. Copies of Deeds and Agreements

✓ 20. Two (2) Photographs

✓ 21. Interim Application of Bill No. 134-89

Protestants Exhibits: / 1. Plan to accompany Petitions
/ 2A. Pine Run Preservation Association
Original Memberships
/ 3. Letter from James H. Dorsey
/ 4. Letter from Valleys Planning Council

/ Zoning Commissioner's Order dated August 23, 1990 (Denied) *Special Hearing, Granted VAC instructions*
/ Notice of Appeal received August 28, 1990 from Stephen J. Nolan and
/ Douglas L. Burgess, Attorneys on behalf of the Petitioner

cc: William Boucher, III President - Chesapeake Equity Org., Inc.
117 Water Street, Suite 800, Baltimore, MD 21202

L. Myrton Gaines (Contract Purchaser)
15009 Dover Road, Baltimore, MD 21136
Reinstated

* Stephen J. Nolan, Esquire - Nolan, Plumhoff & Williams, Chtd.
Suite 700, Court Towers, 210 W. Pennsylvania Ave., Towson, MD

* Douglas L. Burgess, Esquire - Nolan, Plumhoff & Williams, Chtd.
Suite 700, Court Towers, 210 W. Pennsylvania Ave., Towson, MD

G. Macy Nelson, Esquire - Anderson, Coe and King
201 North Charles Street, Suite 2000, Baltimore, MD 21201

People's Counsel of Baltimore County
Rm. 304, County Office Bldg., Towson, Md. 21204

Request Notification: P. David Fields, Director of Planning & Zoning
Patrick Keller, Office of Planning & Zoning
J. Robert Haines, Zoning Commissioner
Ann M. Nastarowicz, Deputy Zoning Commissioner
James E. Dyer, Zoning Supervisor
W. Carl Richards, Jr., Zoning Coordinator
Docket Clerk
Arnold Jablon, County Attorney

entered appearance 8/26/91
Anthony P. Salaigos, Esq. - Counsel for the Dorseys
Blum, Yunkas, Marlman, Gutman &
Senick, P.A., 1200 Mercantile Bank & Trust Bldg.
2 Hopkins Plaza, 21201-2914

Mr. & Mrs. James H. Dorsey
3737 Millender Mill Rd. 21155

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

90-492-5 PHA

District 5th. Date of Posting September 25, 1990

Posted for: Appeal

Petitioner: Chesapeake Equity Org., Inc.

Location of property: SW/4 of Black Rock Road, 800' SE of Benson Mill Road (Black Pine Farm)

Location of Signs: SW 1/4 side of Black Rock Road in front of subject property

Remarks: _____

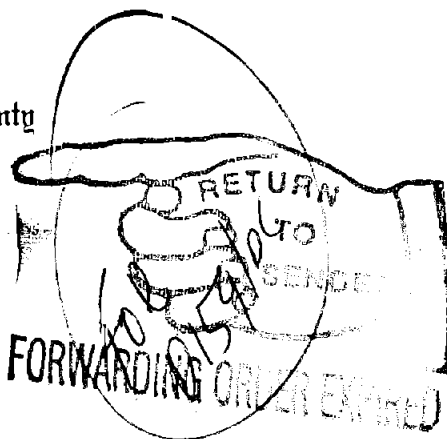
Posted by S. J. Arata Date of return: September 28, 1990
Signature

Number of Signs: 1

County Board of Appeals of Baltimore County

ROOM 49 OLD COURTHOUSE
TOWSON, MARYLAND 21204

Return Service Requested



90-492-
SPHA

ANTHONY P PALAIGOS ESQUIRE
1200 MERCANTILE BANK AND TRUST BLDG
TWO HOPKINS PLAZA
BALTIMORE MD 21201

16LUM3 21201



County Board of Appeals of Baltimore County

OLD COURTHOUSE, ROOM 49
400 WASHINGTON AVENUE
TOWSON, MARYLAND 21204
410-887-3180
FAX: 410-887-3182

October 28, 2002

Stephen J. Nolan, Esquire
NOLAN, PLUMHOFF & WILLIAMS, CHTD.
Suite 700, Nottingham Centre
502 Washington Avenue
Towson, MD 21204

RE: *In the Matter of: Chesapeake Equity Org., Inc.*
Case No. 90-492-SPHA /Dismissal

Dear Mr. Nolan:

Enclosed please find a copy of the Order of Dismissal issued this date by the County Board
of Appeals of Baltimore County in the subject matter.

Very truly yours,

Kathleen C. Bianco
Kathleen C. Bianco
Administrator

Enclosure

c: Douglas L. Burgess, Esquire
G. Macy Nelson, Esquire
Anthony P. Palaigos, Esquire
People's Counsel for Baltimore County
Pat Keller, Planning Director
Lawrence E. Schmidt /Zoning Commissioner
Arnold Jablon, Director /PDM



PINEY RUN PRESERVATION ASSOCIATION

Original Membership

John Boyce
Box 65
Butler, Md. 21023

Jeremy Cassels-Smith
4440 Mt. Zion Rd.
Upperco, Md. 21155

Daniel W. Colhoun, Julia F. Colhoun
16301 Trenton Church Rd.
Upperco, Md. 21155

Edward Copsy
15005 Dover Rd.
Glyndon, Md. 21071

Doug Croker
3027 Black Rock Road
Glyndon, Md. 21071

Glo Crumbie
Box 155 Black Rock Road
Reisterstown, Md. 21136

Peggy DeGarmo
3801 Millender Mill Rd.
Upperco, Md. 21155

James H. Dorsey, Matilda W. Dorsey
3737 Millender Mill Rd.
Upperco, Md. 21155

Suzanne Fogarty
18440 Gunpowder Rd.
Hampstead, Md. 21074

Ned Halle
Five String Farm
Mt. Zion Rd.
Upperco, Md. 21155

Michael Harrison, DVM
Willowdale Farm
Butler Md. 21023

Shannon Harrison
15630 Falls Rd.
Butler, Md. 21023

**PROTESTANT'S
EXHIBIT** 2A

90-492 SPHA

William Huddles
4323 Mt. Zion Rd.
Upperco, Md. 21155

Shelia Jackson
4017 Black Rock Road
Upperco, Md. 21155

Jean Jones
3521 Mt. Zion Rd.
Upperco, Md. 21155

Charles Korman
3700 Millender Mill Rd.
Upperco, Md. 21155

Robert Korman
3700 Milledner Mill Rd.
Upperco, Md. 21155

Henry Lory, Pauline Lory
3701 Millender Mill Rd.
Reisterstown, Md. 21136

Merrall MacNeille, Margie MacNeille
3332 Butler Rd.
Glyndon, Md. 21071

Charles MacSherry
3335 Black Rock Road
Reisterstown, Md. 21136

Jervis Marshall
3531 Mt. Zion Rd.
Upperco, Md. 21155

Keith Martin, Marcia Martin
3656 Black Rock Road
Upperco, Md. 21155

George Mathias, Marilyn Mathias
3426 Benson Mill Rd.
Upperco, Md. 21155

John McShane, Suzanne McShane
4000 Millender Mill Rd.
REisterstown, Md. 21136

Achsah O'Donovan
4243 Mt. Zion Rd.
Upperco, Md. 21155

PROTESTANT'S
EXHIBIT 2 B

90-492 SPHA

Barry Offutt, Katherine Offutt
Willowdale Farm
Black Rock Road
Reisterstown, Md. 21136

Nelson Offutt
3616 Black Rock Road
Upperco, Md. 21155

Una Perez
16207 Trenton Rd.
Upperco, Md. 21155

David Rich, Holly Rich
4537 Black Rock Road
Upperco, Md. 21155

Amelia Rogers
15005 Dover Rd.
Glyndon, Md. 21071

Herman Stump
4100 Millender Mill Rd.
Reisterstown, Md. 21136

Lauren Vanhoy
3008 Black Rock Road
Reisterstown, Md. 21136

Michael Wharton, Amanda Wharton
4101 Millender Mill Rd.
Reisterstown, Md. 21136

Shelia Williams
3328 Butler Rd.
Glyndon, Md. 21071

John Wisner
Wisner Farms
Mt. Zion Rd.
Upperco, Md. 21155

Philip Worrall
3115 Black Rock Road
Glyndon, Md. 21071

Margaret Worrall
3021 Black Rock Road
Glyndon, Md. 21071

PROTESTANT'S EXHIBIT 2 C

90-492 SPHA

ADDITIONS TO MEMBERSHIP

Katharine F. Jenkins
13909 Muntua Mill Rd.
Glyndon, Md. 21071

George P. Mahoney
13634 Longnecker Rd.
Glyndon, Md. 21071

Irvin S. Naylor
100 Boxwood Lane
York, Pa. 17402

David B. Wisner, Maria O. Wisner
3766 Black Rock Road
Upperco, Md. 21152

Samuel M. Lumpkin, Sandra Lumpkin
811 Upper Glencoe Rd
Sparks, Md. 21152

Thomas G. Hardie
Thornhill Farm
Butler, Md. 21023

Don B. Bruner, Gemmell M. Bruner
16200 Trenton Church Rd.
Upperco, Md. 21155

Charles Fenwick, Ann Fenwick
P.O. Box 1
Butler, Md. 21023

PROTESTANT'S
EXHIBIT 2 D

90-492SPHA

Three Ring Farm
Upperco, Maryland 21155

301 239-3850

**PROTESTANT'S
EXHIBIT 3**

July 5, 1990

90-492SPHA

Mr. J. Robert Haines
Baltimore County Zoning Commissioner
Office of Planning and Zoning
Towson, Maryland 21204

Re: Black Pine Farm

Dear Mr. Haines:

We own 157+- acres that border Black Pine Farm on two sides. Seventy of those acres we bought four years ago under an agreement with H. Stokes Lott, the previous owner of Black Pine Farm. We purchased the property for the following purposes: we wished to increase the amount of tillable acreage on our farm, and we wanted to see the entire area preserved agriculturally and environmentally. We did this with the expressed understanding that the remainder of Black Pine Farm would not be developed.

Since 1981 we have had an Agricultural Conservation Plan provided by the Soil Conservation Service in effect, and our farm has formally been in an Agricultural Preservation District since 1985. It has been our intent to continue in the District and to apply to sell the easements to the State. However, as long as the possibility exists that any small lot development will be allowed on Black Pine Farm, we will not even consider entering into a permanent agreement.

We are also participating in the Upland Game Habitat Restoration Program and have entered into a grant agreement with the Department of Natural Resources, Forest, Park and Wildlife Service for The Wildlife Habitat Improvement Program. By allowing the inclusion of the four smaller lots on the ridge so near our property, the County will seriously jeopardize our efforts to improve the wildlife resources of the area.

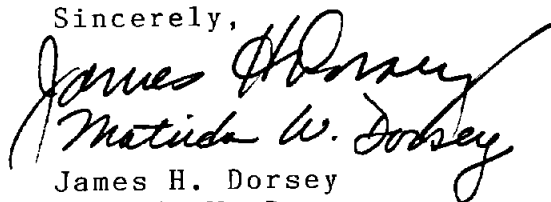
Our farming activities include breeding and raising horses and a few cows, growing hay for our own animals and selling what we do not need, and growing small grains which we have combined and sell, retaining the straw for our own use. One of our largest tillable fields borders Black Pine Farm. Any non-agricultural development of the adjoining property puts our attempts to effectively farm our land at risk.

JUL 05 1990

Re. Black Pine Farm
July 5, 1990
Page 2

We had planned to attend the hearing scheduled for June 26, 1990 and to testify to the issues stated in this letter. Unfortunately, long-standing plans that can not be changed prevent us from attending the hearing on July 10, 1990. Please accept this letter as evidence of our opposition to the transfer of zoning densities in this case. Thank you.

Sincerely,

Handwritten signatures of James H. Dorsey and Matilda W. Dorsey. The signature of James H. Dorsey is written in a cursive style, and the signature of Matilda W. Dorsey is written in a cursive style below it.

James H. Dorsey
Matilda W. Dorsey

**THE VALLEYS
PLANNING COUNCIL, INC.**

212 Washington Avenue
P.O. Box 5402
Towson, Maryland 21285-5402
301/337-6877

July 10, 1990

J. Robert Haines, Zoning Commissioner
Office of Planning and Zoning
111 Chesapeake Avenue
Towson, Maryland 21204

Dear Commissioner Haines,

Re: 90-492-SPHA

90-492SPHA
**PROTESTANT'S
EXHIBIT 4**

On behalf of the Board of Directors of the Valleys Planning Council, Inc., this letter is to inform you of our opposition to the above referenced case, specifically related to the "Special Hearing".

In this case the property owners are attempting to transfer density from an RC-4 zoned area to an RC-2 area zoned, thereby creating 4 small (1.5 acre) lots in the RC-2 zoned area. We believe that this would directly contradict the intent of the Resource Conservation zones (see attached findings). This area is part of the largest mass of farmland in Baltimore County, most of which is preserved in perpetuity by the Maryland Environmental Trust easement, and/or by the Maryland Agricultural Land Preservation Foundation.

Furthermore, we believe that allowing this transfer of density conflicts with the finding of Judge Barbara Kerr Howe in the case of Steven H. Gudeman, et ux, Case No. 88-490-SPH where she stated:

"Nothing in the statute permits roads to be used as density multipliers; there is also nothing in the statutes to allow transfers of density from one parcel to another. Despite this fact, for a number of years the Zoning Commissioner, pursuant to a 'policy' has apparently been doing these things. The transfer of density is a zoning function which cannot even be accomplished by amendments to the master plan duly approved by a Planning Commission or Planning Board let alone by unilateral action by a zoning commissioner under the guise of 'policy'. West Montgomery Association v. MNCP&P Commission, 309 Md. 183, 522 A.2d 1328 (1987)." Opinion, page 2.

We understand that this "transfer of density" issue is quite complicated but would strongly contend that it is not clearly addressed under the County's current regulations.

We would like you to be aware as well that the Valleys Planning Council has attempted to work with the property owners to develop mutually satisfactory restrictive covenants in (the event that the project as currently proposed would go forward.)

In our opinion restrictive covenants would be the only way to assure the highest possibility of continued farming and a rural presence on the property.

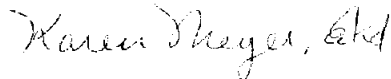
At this time, however, no such covenants have been proffered by the developer for our review. Those agreements which we would consider mandatory are:

- 1) no further subdivision of the property
- 2) the undeveloped property held in a perpetual easement of some kind
- 3) the road mutually owned in fee by the property owners such that maintenance would never be County responsibility.

In conclusion, we do not feel that the permission of this transfer of density is allowed by law or policy nor does it promote the continuation of agriculture in an area currently farmed. In addition, without suitable restrictive covenants we would oppose the proposed project.

Thank you for your consideration to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Karen Meyer, Ekd".

Karen Meyer
Executive Director

KM/akd

ARTICLE 1A--RESOURCE-CONSERVATION ZONES¹ [Bill No. 98, 1975]

Section 1A00--GENERAL PROVISIONS: ALL R.C. CLASSIFICATIONS
[Bill No. 98, 1975]

1A00.1--Findings. It is found:

- a. that development in the rural areas of Baltimore County has in recent years been taking place at an increasing rate; [Bill No. 98, 1975]
- b. that this development has occurred without the framework of a land use plan or other planning components; [Bill No. 98, 1975]
- c. that due to this and other factors, this development has formed very undesirable land use patterns; [Bill No. 98, 1975]
- d. that in general, these patterns are, or can be described as, urban sprawl; [Bill No. 98-75]
- e. that a significant amount of urban sprawl development is occurring as linear development along the various highways of the rural areas of the County as tracts of land immediately fronting along highways are "lotted off"; the utility of the road system is being impaired and future improvements will be frustrated if this process continues; [Bill No. 98, 1975]
- f. that it has been established that this development carries with it an extremely high cost to the County in a number of respects including: [Bill No. 98, 1975]
 1. the cost of servicing this pattern of development; [Bill No. 98, 1975]
 2. the cost with respect to its consumption and use of prime agricultural land, critical watershed areas, mineral extractive sites, as well as of other important natural resource areas; [Bill No. 98, 1975]
 3. the cost of future development opportunities due to the fact that viable, rational² alternatives will be lost totally or comprised² significantly by the present form of development; [Bill No. 98, 1975]

shall not in itself be sufficient grounds to reclassify property. [Bill No. 98, 1975]

1A00.4--Plans and Plats. [Bill No. 98-75]

Development Plans and Final Subdivision Plats shall be required in the manner prescribed under subsection 1B01.3 and for the purpose of this subsection all references to D.R. zones shall include the R.C. zones. [Bill No. 98, 1975]

1A00.5--Application to tract divided by zone boundary. [Bill No. 98-75]

Whenever a single tract is divided by a zone boundary so that portions of such a tract lie within R.C. zones of different classifications, the total number of dwellings or density units permitted shall apply to each tract individually and for the purpose of these regulations shall be considered as separate parcels. [Bill No. 98, 1975]

Section 1A01--R.C. 2 (AGRICULTURAL) ZONES [Bill No. 98-75]

1A01.1--General provisions. [Bill No. 98-75]

A. Legislative Statement of Findings.

1. Declaration of findings. It is found:

- a. that Baltimore County is fortunate in that it is endowed with a variety of very productive agricultural soil types which should not be lost unnecessarily to urbanized development; [Bill No. 98, 1975.]
- b. that the agricultural industry is an integral part of the Baltimore economy and that a continued conversion of agricultural land will continue to undermine this basic industry; [Bill No. 98, 1975]
- c. that scattered development is occurring in a sporadic fashion in areas of Baltimore County containing productive agricultural land; [Bill No. 98-75]
- d. that continued urban intrusion into productive agricultural areas not only destroys the specific area upon which the development occurs

AGREEMENT

THIS AGREEMENT made this 27th day of January, 1990, by and between Chesapeake Equities Organization, Inc., hereinafter referred to as "Chesapeake" or "Seller" and L. Myrton Gaines, hereinafter referred to as "Gaines" or "Buyer".

WHEREAS, Chesapeake owns approximately 184 acres on the north or west side of Black Rock Road in the Fifth Election District of Baltimore County, and

WHEREAS, by Contract of Sale dated of even date herewith, Gaines has agreed to purchase 28 acres more or less all as more clearly defined on a plat attached hereto and more fully identified as Lot 1 of Exhibit A, and

WHEREAS, it was the condition precedent to the execution of this Agreement that the parties hereto execute the aforesaid Contract of Sale.

NOW, THEREFORE witnesseth in consideration of execution of this Agreement and other good and valuable considerations the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Chesapeake agrees that the remaining parcel of land containing approximately 156 acres of land, more or less, as shown on the attached plat will not be subdivided into more than seven (7) other parcels, as more fully identified as Lots 2 through 8 of Exhibit A. Seller agrees to use its best efforts to obtain Baltimore County approval of Exhibit A. Buyer agrees to cooperate with Seller in this effort. Seller reserves the right to make reasonable adjustments in lot lines so long as the character of sub-division is not altered. In the event the above mentioned sub-division plan is not approved in a form similar to Exhibit A, Seller may elect to re-subdivide the property in accordance with Baltimore County Zoning and Subdivision Regulations. If it becomes necessary to re-subdivide the property as a result of the inability to have the subdivision shown as Exhibit A approved, Seller agrees to prohibit the construction of any residential dwellings in the cross-hatched area of Lot 2 as shown on Exhibit A unless otherwise agreed to by the owners of Lot 1. This restriction will survive closing and run with the land. The record plat and the Covenants and Restrictions for this property will reflect this Agreement. (This Exhibit A is similar to, but not identical to the plat attached to the Contract of Sale and identified as Addendum No. 1 to the aforesaid Contract of Sale).

RE: PETITION FOR SPECIAL HEARING : BEFORE THE ZONING COMMISSIONER
PETITION FOR VARIANCE
SW/S Black Rock Rd., 800' Sely : OF BALTIMORE COUNTY
from Benson Mill Rd., Black
Pine Farm, 5th Election District:
3rd Councilmanic District
:
CHESAPEAKE EQUITY ORGANIZATION, Case No. 90-492-SPHA
INC., Petitioner :

RECEIVED
MAY 17 1990

ZONING OFFICE

: : : : : :

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notices should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

Phyllis Cole Friedman
Phyllis Cole Friedman
People's Counsel for Baltimore County

Peter Max Zimmerman
Peter Max Zimmerman
Deputy People's Counsel
Room 304, County Office Building
Towson, Maryland 21204
887-2188

I HEREBY CERTIFY that on this 16th day of May, 1990, a copy of the foregoing Entry of Appearance was mailed to Stephen J. Nolan, Esquire, Suite 700, Court Towers, 210 W. Pennsylvania Ave., Towson, MD 21204, Attorney for Petitioner; and L. Myrton Gaines, 15009 Dover Rd., Baltimore, MD 21136, Contract Purchaser.

Peter Max Zimmerman
Peter Max Zimmerman

of Gaines' parcel, the approximate location of said drive is shown in green on the attached plat.

4. Chesapeake agrees to install no permanent advertising or subdivision signs along Black Rock Road excluding only temporary real estate "for sale" signs indicating the availability of Lots 2 through 8.

5. Chesapeake agrees that no street lights will be installed along the right of way excluding such as might be required by Baltimore County.

6. Nothing in this Agreement shall be deemed to prevent Gaines from further subdivision of Parcel 1 as allowed by the Baltimore County Zoning and Subdivision Regulations as they might be enacted from time to time.

7. Gaines agrees that he will grant and assign his density rights in that portion of Lot 1 as is contained in the RC-2 Zone as required by Baltimore County in order to permit Seller to obtain a recorded subdivision plat of eight (8) residential density lots. ✓

8. Items 1 through 7 hereof are deemed to be Restrictive Covenants on the further development of the 156 acre parcel owned by Chesapeake; to run with the land and not solely personal to the parties hereto; shall be in perpetuity and recorded among the Land Records of Baltimore County unless the terms hereof are incorporated in other Restrictive Covenants included in a subdivision of the parcel owned by Chesapeake.

9. Chesapeake hereby grants unto Gaines the right of first refusal to purchase that portion of Lot 2 as identified in pink on the attached exhibit, lying adjacent to the southern boundary of Gaines' property and along a portion of the northern boundary of the right of way or entry way to be constructed to serve Lots 3 through 8. Unless the Buyer exercises his right to purchase additional acreage, this right shall expire ten (10) days after Seller notifies Buyer in writing of Seller's receipt of an offer for Lot 2 which is acceptable to Seller. The purchase price for such parcel shall be established by Seller. This right of first refusal shall be renewed in the event such sale by Seller is not consummated. (This restriction to be personal to the parties hereto and not to run with the land).

THIS AGREEMENT is to survive settlement and execution of a deed for the aforesaid 28 acre parcel identified as Lot 1 and not to merge in the deed.

THIS AGREEMENT shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hand
and seal the day and year first above written.

ATTEST

Joan B. McCreary

CHESAPEAKE EQUITIES
ORGANIZATION, INC,

By: Walter B. Buncher, Jr.

ATTEST

Herbert A. Laurs

BUYER:

J. Merton Gaines

GJG/sw
07/25/89

LIBER 8 3 6 4 PAGE 6 7 8

11 Ex. 9

C RO/F 41.00

**DECLARATION OF
COVENANTS AND RESTRICTIONS**

RECEIVED
BY CLERK

41.00

951440 0001 R02 T14:51

COOPERFIELD

01/02/9

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made this
26th day of December, 1989, by Gaylord Brooks
Realty Company, hereinafter called the "Declarant".

RECITALS

(A) The Declarant is the owner, in fee simple, of the tract
of land lying in the Tenth Election District of Baltimore County,
Maryland, containing approximately ninety eight (98) acres of
land, as shown on the Plat entitled Cooperfield, (hereinafter
referred to as the "Plat"), which Plat is recorded among the Land
Records of Baltimore County in Liber S.M. 60, Folio 142 and as
hereafter referred to as Cooperfield.

(B) The Declarant, for the purposes of creating and
maintaining a general scheme of development and for the
protection of the economic interest of the Declarant, desires
that the aforesaid lots be subject to the covenants, conditions
and restrictions hereinafter set forth, for the benefit of the
Declarant, and the future owners of all Lots in the Development.

(C) The purpose of the Covenants and Restrictions is to
enhance the quality of the Subdivision, as hereafter defined, and
to support maximum property value for the Declarant and future
property owners. To further these purposes, the Declarant and
each Lot Owner, as hereafter defined, has the individual right,
but not any obligation to enforce these Covenants and
Restrictions against any violation by means as provided herein or
by appropriate legal proceedings. The Declarant has no legal
obligation to enforce these Covenants and Restrictions but may
selectively act to further its own best interests. Any Lot Owner
has the right to retain legal counsel to enforce any of the
Covenants and Restrictions.

NOW, THEREFORE, the Declarant for itself, its successors and
assigns, hereby declares that all the aforesaid tract of land
known as Cooperfield shall be subject to the covenants,
restrictions, conditions and reservations hereinafter set forth.

AGRICULTURAL TRANSFER TAX
APPLICABLE

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County

TRANSFER OF INTEREST REQUIRED
BALTIMORE COUNTY LAND
Per Jay S. Bugeon

Date 1-2-90 11-25 DE

DATE

ARTICLE I - DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

(a) **"The Property"** shall mean and refer to all the real property shown on the Record Plat referred to above.

(b) **"Lot"** shall mean and refer to those properties designated as Lots 1 through 13 on the aforesaid Plat.

(c) **"Dwelling"** shall mean and refer to any building or portion of a building situated upon the Property and designated and intended for use and occupancy as a residence by a single family.

(d) **"Developer"** or **"Declarant"** shall mean and refer to Gaylord Brooks Realty Company and its successors and assigns.

(e) **"Lot Owner"** shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds legal title to a Lot in the Subdivision, provided, that (a) no Lessee (other than a Lessee under a 99 year lease creating a ground rent of such Lot) , and (b) no Mortgagee or Trustee under a Deed of Trust of any Lot shall be deemed to be a Lot Owner unless and until such Mortgagee or Trustee acquires of record the Mortgagor's or Grantor's equity of redemption in said Lot.

(f) **"Subdivision"** shall mean the final Subdivision of Cooperfield as recorded among the Plat Records of Baltimore County; or as amended in accordance with this Declaration.

(g) **"Plans and Specifications"** shall mean engineering site plans, landscape plans, and architectural working drawings and any other supporting documents which may be required by the Developer.

ARTICLE II - PROPERTY SUBJECT TO DECLARATION AND MUTUALITY OF BENEFIT

SECTION 1. Property. The real property which is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to these restrictive covenants is located in Baltimore County, State of Maryland, and is more particularly designated on the Plat.

SECTION 2. Benefit. The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the Subdivision and are intended to create mutual, equitable servitudes upon each of said Lots in favor of each and all of the other Lots therein; to create reciprocal rights between the respective owners of all of said Lots; to create a privity of contract and estate between the grantees of said Lots, their heirs, personal representatives, successors and assigns, and shall, as to the owner of each such Lot, his heirs, personal representatives, successors or assigns, operate as covenants running with the land for the benefit of each and all other Lots in the Subdivision and their respective owners.

ARTICLE III - UTILITIES

SECTION 1. Utility Easements. Easements along all property lines extending from the property line into each Lot for a width of five feet (5') are hereby reserved by the Declarant for the installation and maintenance of utilities and drainage facilities. All additional easements reserved for those purposes are as shown on the Plat. In addition thereto, the Baltimore Gas and Electric Company, C & P Telephone Company and any cable television company operating in Baltimore County shall have the right to place upon the Lots, at such locations as may be deemed necessary by them, electrical transformers, transformer pads, telephone pedestals, and television cable. The aforesaid companies shall also have the right to use the Roadway System for purposes of maintaining their respective distribution systems. No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels. The Declarant reserves the right to place fencing within said easements as is desirable in its discretion, provided however, that such fencing shall not interfere with said easements.

ARTICLE IV - ARCHITECTURAL REVIEW

SECTION 1. Purpose. No building, fence, wall, hedge or other structure shall be constructed on any Lot until the Plans and Specifications, including color scheme and a grading plan showing the location of the structure, have been approved in writing by Gaylord Brooks Architectural Committee, Inc. ("GBAC") or its assignee. No later changes or additions after initial approval thereof or remodeling or reconstruction shall commence until such has also been approved in writing by GBAC or its assignee. Before commencement of construction, the owners of Lots shall present their Plans and Specifications to GBAC together with a non-refundable fee of One Hundred Dollars

(\$100.00) covering the cost of reviewing the Plans and Specifications. Plans and Specifications must be acted on by GBAC within thirty (30) days after submission. If GBAC fails to act on said Plans and Specifications within said thirty (30) day period after submission, the Plans and Specifications shall automatically be approved. GBAC shall have the right to refuse to approve any such Plans and Specifications, or grading and location plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications, or grading or location plans, it shall have the right to take into consideration the suitability of the proposed building or other structure, the materials of which it is built, the site upon which it shall be erected, the harmony thereof with the surroundings and the effect of the building or other structure on the roadway as planned and the view from the adjacent or neighboring properties. In the event of the failure of the purchaser or purchasers of Lots in Cooperfield to obtain or to comply with the required prior written approval of plans, specifications, and grading studies as established in this paragraph, said purchasers hereby agree to reimburse GBAC or its assigns for all costs and expenses to which it may be put as a result of said failure, including but not limited to court costs and attorney's fees, and to bear all expenses necessary to conform any improvements to approved status including costs of demolition and reconstruction, if necessary. Any approved Dwelling constructed on said Lots shall be completed in every exterior detail within twelve (12) months from date of beginning such construction. Material samples, if not retrieved by the Lot Owner, will be disposed of ten (10) days following approval.

SECTION 2. Liability. Neither GBAC, nor any architect or agent thereof shall be responsible in any way for any defects in any Plans and Specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such Plans and Specifications.

ARTICLE V - USE AND BUILDING RESTRICTIONS

SECTION 1. Land Use. Lots as shown on the Plat shall be used for private residential purposes only and no Dwelling shall be erected, altered, or placed or permitted to remain on any Lot other than one detached Dwelling, said Dwelling designed for single-family occupancy. Single-family occupancy shall not be construed to prevent the erection of a Dwelling with an attached apartment or living area for use by a Lot Owner or members of the owner's family. Nothing herein contained shall prevent the use of part of a Lot as a right of way for use by other Lots within the Subdivision or adjoining property. Residential use shall not bar a home office use of the Property provided the Owner of said

Lot complies with the applicable zoning regulations of Baltimore County. Private residential use shall not prohibit acquisition of the property for investment purposes or for acquisition by a contiguous property owner who does not intend to erect a residential dwelling in the immediate future. Any tenant under a lease of any of the Property for a period of less than ninety nine (99) years, although not a Lot Owner, shall be bound by all of the use and building restrictions contained herein.

SECTION 2. Building Restrictions.

(a) No structure of a temporary character, such as, but not limited to, a trailer, shack, or tent, shall be placed or used on any of the Lots as a residence or for storage, or as an auxiliary building, either temporarily or permanently, except that a temporary structure may be placed or used thereon if used and operated solely in connection with the construction of permissible permanent improvements; provided, however, that such temporary structure shall be removed from the premises within thirty (30) days after completion of the construction of the permissible permanent improvements; and provided, further, that such structure be removed within a period of twelve (12) months from the date of its original construction, whichever shall occur first.

(b) Attached two car garages are required unless specifically waived in writing by GBAC.

(c) No recreational vehicles, such as, but not limited to, boats, campers, motor homes, and tent vehicles, may be parked or kept on any Lot without first obtaining the written approval of GBAC herein, which approval shall be revocable by GBAC. No motorized bikes or similar type recreational vehicles may be operated on any Lot.

(d) No live poultry, hogs or other similar livestock shall be kept on any Lot. Horses and/or cows may be kept on any Lot provided however that the number of horses and/or cows so kept is in accordance with applicable Baltimore County Zoning Regulations and that they are properly housed and cared for and are restricted to the owner's Property. Written approval of GBAC must be obtained prior to the keeping of horses and/or cows, which approval shall be revocable by GBAC. A maximum of two (2) dogs and two (2) cats is permitted by right, provided that they are properly housed and cared for and are restricted to the owner's Property. Written approval from GBAC is required for dogs and cats in excess of this number, which approval shall be revocable by GBAC.

(e) Owners of Lots shall be responsible for providing driveway access to their homes from the paved portion of the public road or common driveway abutting the owner's Lot as

designated on the Plats. All driveways shall be paved with a hard durable surface, such as macadam, tar and chip, concrete or other similar material. Paving shall be completed one (1) year from the date of commencement of construction of the Dwelling on said Lot.

NO BERM SHALL BE ALLOWED ALONG THE DIVISION LINE BETWEEN THE PUBLIC ROAD AND LOT WHICH WILL IN ANYWAY INHIBIT THE WATER COURSE INTENDED IN THE APPROVED ROAD DESIGN.

NOTE: COMMON DRIVEWAYS CONSTRUCTED BY DEVELOPER ARE NOT TO BE ALTERED WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE DECLARANT HEREIN.

(f) All Lots in Cooperfield shall be kept free from rubbish and trash of any kind, clean and with lawns, including the area between the lot line and the paved portion of the road, neatly mowed a minimum of three (3) times per growing season, so that grass and weeds do not exceed eight (8) inches in height. In the event the owners of any Lot(s) do not so maintain their Lot(s), the Declarant or its employees shall have the right to enter upon said Lot to cut or remove the grass, weeds, rubbish or trash, and the Owner of any Lot or parcel so benefitted shall pay reasonable charges for such services as is determined by the Declarant or its designee.

(g) No future facilities, including poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot; and no external or outside antennae towers or television discs of any kind shall be erected without the prior written approval of GBAC or its duly authorized representative(s). Developer reserves the right to install utility poles, wires and the like above ground as it deems necessary in providing utility service to any Lot.

(h) No more than seven thousand (7,000) square feet of wooded area on any Lot or parcel may be cleared without the express authorization of the Declarant.

(i) No sign or other advertising device of any nature shall be placed on any Lot advertising the said Lot or the improvements thereon as being for sale unless approved in writing by the Declarant. This restriction shall terminate on April 1, 1991.

(j) No change in ground level may be made on any Lot in excess of one foot in height over existing grades without the written approval of the Declarant obtained prior to the commencement of work.

(k) No vehicle shall be parked on any street in the Subdivision. No truck of any type shall be parked for storage overnight or longer on any Lot in the Subdivision in such a

manner as to be visible to the occupants of other Lots in the Subdivision or the users of any street within the Subdivision, unless the prior written approval of the Declarant has been obtained, which approval may be revoked by the Declarant at any time.

(l) Any Dwelling or outbuilding on any Lot in the Subdivision which may be destroyed in whole or in any part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain on the Lot for more than sixty (60) days.

(m) No fuel tanks of any kind, excepting tanks for heating oil, shall be buried on any Lot.

(n) A construction entrance twelve feet by fifty feet (12' x 50') must be built on each Lot by the Lot Owner prior to construction and shall consist of not less than eight inches (8") of crushed stone and shall be maintained during construction to minimize sediment runoff and damage to the road system adjacent to the construction site.

DAMAGE TO THE ROAD SYSTEM RESULTING FROM IMPROPERLY INSTALLED AND MAINTAINED CONSTRUCTION ENTRANCES SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.

SECTION 3. Environmental Control. The Declarant has entered into an agreement with the Baltimore County Department of Environmental Protection and Resource Management to adhere to the following "Water Quality Best Management Practices" and, by the acceptance of a Deed conveying any Lot, the Owner thereof covenants to adhere to the same:

(a) All areas except that used for buildings, sidewalks and paving, will be planted with vegetated cover and/or landscaped as soon as possible after final grading and maintained in such condition.

(b) Dirt and debris accumulating on private roads will be removed according to the following schedule: May through October, concurrent with grass mowing; November through April, as required.

(c) Snow removal will be by mechanical means except in severe snow and ice conditions, when deicing compounds may be used.

(d) Application of fertilizers, herbicides and pesticides will not exceed recommendations of the University of Maryland Cooperative Extension Service.

(e) Filling will not occur in grassed or lined drainage ditches or swales.

ARTICLE VI - GENERAL

SECTION 1. Provisions to Run With The Land. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any part of said land included in the Plat, their respective legal representatives, heirs, successors, and assigns. Failure by the Declarant, or any such owner or owners to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

SECTION 2. Term and Amendment. These restrictions shall inure to the benefit of and shall be enforceable by the Declarant and any Lot Owner, their respective legal representatives, heirs, successors and assigns until April 1, 2014. From and after April 1, 2014, the easements created by Articles III, IV and V hereof shall continue in full force and effect in perpetuity. After April 1, 2014, the remaining provisions in this Declaration (with the exception of Articles III, IV and V) may be amended and/or terminated in their entirety by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners entitled to vote, which instrument shall be filed for recording among the Land Records of Baltimore County, Maryland or in such other place of recording as may be appropriate at the time of the execution of such instrument.

SECTION 3. Invalidation. Invalidation of any of these covenants, agreements, restrictions or conditions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SECTION 4. Limitation. These restrictions shall apply to the Lots as shown on the aforesaid Plat entitled Cooperfield and shall not be binding on any other property of the Declarant, its successors and assigns.

SECTION 5. Subdivision.

(a) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, after acquisition from the Declarant. With respect to any of said Lots while owned by the Declarant, the Declarant expressly reserves the right to alter property lines, to alter setback lines, to alter any easements, and to otherwise revise the aforesaid Subdivision Plat and/or Development Plan of Cooperfield in any respect subject to

applicable Baltimore County regulations and requirements. And in connection therewith, the Declarant further reserves the right to modify the Subdivision Plat and/or Development Plan as filed with Baltimore County, Maryland, as to any Lots to be resubdivided. Included in this reservation is a special limited irrevocable power of attorney to sign on behalf of any interested party such as waivers or consents as may be required by Baltimore County, consenting to the alteration of the Subdivision Plat and/or Development Plan.

(b) Nothing herein shall be construed to prevent the resubdivision of Lot Nos. 12 and 13 and Tract A by the Declarant or subsequent owner in the event of future changes in Baltimore County Zoning Regulations. In such event, the size of any lot(s) resulting from such resubdivision shall be not less than three (3) acres. With respect to Tract A, use of Tract A as a building lot and/or resubdivision shall be allowed in the event such use through a change in Zoning Regulations or as a result of the shifting of density from adjacent property to Tract A. Any lot(s) on or partially on Tract A resulting from such use and/or resubdivision shall be at least three (3) acres in size.

ARTICLE VII - DEVELOPER

SECTION 1. Reservation of Rights. The Developer reserves an easement to exercise its right at any time prior to or subsequent to conveyance of individual Lots in Cooperfield to enter upon any of the Property, to complete, in its sole discretion, development of the Property; such development including but not limited to tree cutting, and grading and filling in order to install roads, storm drains and utilities.

SECTION 2. Waiver of Restrictions and Covenants. The Declarant, its successors and assigns, reserves the right to waive such portion of the Restrictions and Covenants placed on this Property as the Declarant deems necessary or in the best interest of the development as determined by the Declarant. All waivers shall be in writing and a copy thereof shall be filed with the Declarant and a copy thereof shall be available to all Lot Owners upon request.

SECTION 3. Special Limited Power of Attorney.

AS STATED IN ARTICLE VI, SECTION 5, DECLARANT RESERVES THE RIGHT TO SIGN ON BEHALF OF ANY INTERESTED PARTY OR LOT OWNER SUCH AS WAIVERS OR CONSENTS AS MAY BE REQUIRED BY BALTIMORE COUNTY, CONSENTING TO THE ALTERATION OF THE SUBDIVISION PLAT AND/OR DEVELOPMENT PLAN.



Baltimore County, Maryland

PEOPLE'S COUNSEL
ROOM 304, COUNTY OFFICE BUILDING
111 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204
887-~~104~~-2188

PHYLLIS COLE FRIEDMAN
People's Counsel

PETER MAX ZIMMERMAN
Deputy People's Counsel

April 29, 1991

The Honorable
William T. Hackett, Chairman
Baltimore County Board of Appeals
Room 315, County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

RE: Chesapeake Equity Org., Inc., Petitioner
Zoning Case No. 90-492-SPHA

Dear Chairman Hackett:

This office is a party in this case due to concern with the legal issues. In this regard, we concur with the Zoning Commissioner's decision.

However, due to the presence of other counsel for the Protestants, we believe our participation at the hearing will be redundant. I am sure Mr. Nelson will adequately develop the factual record and we do not wish to offer additional direct evidence or participate in cross-examination.

Consequently, with the Board's concurrence, we do not plan to attend in person at the hearing although we do remain an interested party.

If we do not hear to the contrary, we will assume this is acceptable to the Board.

Sincerely yours,

Phyllis Cole Friedman

Phyllis Cole Friedman
People's Counsel for Baltimore County

cc: Stephen J. Nolan, Esquire
G. Macy Nelson, Esquire
P. David Fields, Director, OPZ

PCF:sh

CCB 100-16
100-16

AS WITNESS the hand and seal of Richard A. Moore, President,
Gaylord Brooks Realty Company.

WITNESS:

GAYLORD BROOKS REALTY COMPANY

Reatha L. Burk

BY

Richard A. Moore
Richard A. Moore, President

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 26th day of
December 1989, before me, the subscriber, a Notary Public
of the State of Maryland, County of Baltimore, personally
appeared Richard A. Moore, President, Gaylord Brooks Realty
Company, and he acknowledged the foregoing Declaration of
Restrictions to be the act and deed of Gaylord Brooks Realty
Company.

AS WITNESS my hand and Notarial Seal.

Reatha L. Burk
NOTARY PUBLIC

My Commission Expires: July 1, 1990

The Mortgagee or Trustee under a Deed of Trust of the Property
joins in the execution of this Declaration for the purpose of
evidencing its consent thereto.

By: Suzann M. Stephens V.P.
Reisterstown Federal Savings
Bank

AFTER RECORDING - RETURN TO:
GAYLORD BROOKS REALTY CO.
REATHA L. BURK
P.O. BOX 193
PAPERMILL RD
PHOENIX, MD. 21131



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

Newton A. Williams
204 W. Penn. Ave
Towson, Md. 21204
823-7800

ARNOLD JABLON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

SUBJECT: POLICY MANUAL

DATE: 9/20/85

TT Ex. 10

This POLICY MANUAL is a compilation of legislative, executive, and administrative public policies. These policies are promulgated by the Zoning Commissioner of Baltimore County, pursuant to the Baltimore County Charter, §522.1, and the Baltimore County Zoning Regulations, §500.8. The principles enunciated herein have the limited purposes of facilitating and improving the implementation of procedures throughout the Baltimore County Department of Planning & Zoning Administrative Offices.

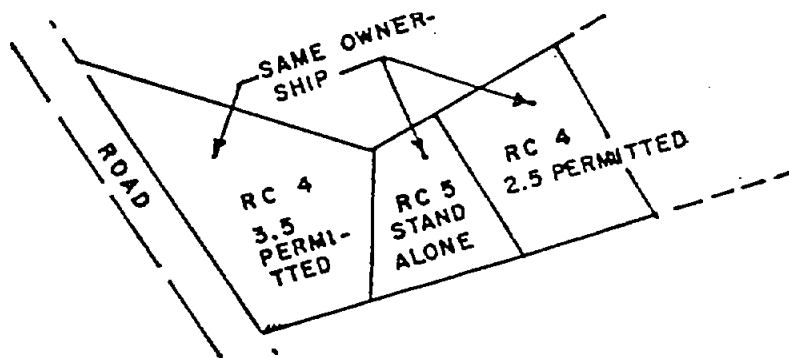
The policies organized here are subject to alteration, modification, or revision in accordance with the authority under which they are initially adopted. As such, the policies have no binding effect within a Court of law, although they may be utilized by the Courts to interpret and construe pertinent zoning regulations. Hofmeister v. Frank Realty Co., Inc., 373 A 2d 273 (1977); Farber's, Inc. v. Comptroller of the Treasury of the State of Maryland, 266 Md 44 (1972).

This Manual could not have been prepared without the experience and knowledge of James Dyer, Zoning Supervisor; Diana Itter; Douglas Swam; and Nicholas Commodari, Zoning Coordinator; and especially without the time, effort and ability of Carl Richards.

RSD-7 R.C. ZONES UNDER THE SAME OWNERSHIP

If R.C. zoned land under the same ownership is separated by a different R.C. zone, then the density should be calculated and utilized by each zone parcel. In the following example the R.C. 4 density would be two for one parcel and three for the other. The five lots would have to be located in the respective permitted density parcels of the property. The R.C. 5 area would be figured and utilized separately.

If R.C. zoned land is proposed to be clustered in the same zone, on the same property, across another zone, a special hearing would be required before the Zoning Commissioner. In the following example a special hearing would be required to request that six density units be permitted in the R.C. 4 zone and/or that three units be permitted on the 2.5 density units parcel.



See Bill 25-89. If R.C. zoned land under the same ownership is divided by a public road, parcels on both sides of the road should be figured separately for density as if they were separate recorded lots, the density may not be transferred or accumulated across the roads, unless;

In the judgement of the Zoning Supervisor and/or the Commissioner, a special hearing may be applied for to transfer or accumulate density across a road.

RSD-10 SUBDIVIDING R.C.2 ZONED LAND

Subdivision or further subdividing of legally existing R.C.-2 zoned parcels prior to Bill 178-79 (effective 11/25/79) is permitted in accordance with the present R.C.-2 zoning regulations, provided that:

- A. The parcels are separately described in a recorded deed.
- B. The parcels recorded met the existing zoning regulations at that time.

If the property is recorded by multiple deeds or the deed contains multiple parcels, or the subdivision needs further clarification, the following may be required:

- A. To properly identify the parcels, a property plat should be prepared listing and color coding each parcel according to the description in the deed.
- B. The plats, deeds, and other supporting documentation should be prepared and certified by either a land surveyor, registered professional engineer or title attorney.
- C. All of the above information and documents should be submitted for review at least two weeks prior to zoning approval or CRG.

When legally existing parcels or deeds qualify to be subdivided or re-subdivided, each separate parcel must be subdivided individually. The right to divide or the density cannot be transferred from one lot to another, accumulated, or clustered in an R.C.2 zone, unless a public hearing is held by the Zoning Commissioner.

See 85-104SPH; 85-281SPH

BALTIMORE COUNTY DEPARTMENT OF ENVIRONMENTAL
PROTECTION AND RESOURCE MANAGEMENT

Inter-office Correspondence

90-492SPHA

TO: Mr. J. Robert Haines
Zoning Commissioner

DATE: June 26, 1990

FROM: Mr. Robert W. Sheesley

SUBJECT: Special Hearing - Black Pine Farm
Item #344

**PETITIONER'S
EXHIBIT 14**

On behalf of the Baltimore County Department of Environmental Protection and Resource Management I have reviewed the proposed development plat regarding Black Pine Farm dated March 20, 1990 submitted in conjunction with the Special Hearing Petition involving lot line adjustments and variances. The review of the proposed development has been undertaken to determine the plan's consistency with County Council Bill #134-89 and the related policy prepared and administered by the Department of Environmental Protection and Resource Management.

The eight proposed lots are well under the number permitted by the RC-2 and RC-4 zoning existing on the property which, based on the developer's calculation, is 27 total lots. Additionally, the proposed number of lots is well within the 21 lots permitted under the policy protecting prime and productive soils. The reduction of six lots reflects the loss of density within the RC-4 zoning because of the existence of prime and productive soils within the RC-4 zoned area of the farm.

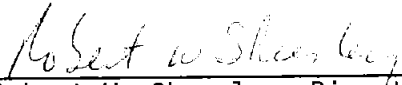
The location, to the degree shown, of any proposed lots involving new houses is acceptable in regard to the prime and productive soil policy, albeit, lots IV - VII are generally located on productive or Class III soils. These lot locations are deemed consistent with the prime and productive soil policy because they are located in a woodland and are, therefore, not disruptive of tillable farmland or pasture areas and they are generally consistent with the 60,000 square feet maximum lot size. Similarly, the larger "agricultural" lots are consistent in a general sense with the 50 acre minimum size requirement referenced with the prime and productive soil policy.

The Department of Environmental Protection and Resource Management recognizes that this farm property is located in a significant agricultural area of Baltimore County. It is defined by the Baltimore County Master Plan 1990-2000 as being located within an "Agricultural Preservation Area". Additionally, it is virtually surrounded by farms which are official or proposed Agricultural Districts under the Maryland Agricultural Land Preservation Program or are preserved through easement agreements with the Maryland Environmental Trust. It is, therefore, essential that in order to reduce any destabilization of this agricultural community from this proposed development, the following conditions be made part of any order approving this petition and accompanying plan:

Mr. J. Robert Haines
June 26, 1990
Page 2

- 1) No further subdivision of any lot be permitted.
- 2) An application be made within two years to place the entire property as an Agricultural District under the Maryland Agricultural Land Preservation Program or a similar preservation program prior to the sale of any parcel or lot or that deed covenants requiring participation be included for all of the farm's large parcels or lots.
- 3) The proposed road be private rather than public and not exceed a width of 16 feet of open section. No street lights should be permitted.
- 4) Tree removal should be restricted so as not to exceed 17.5% of lots IV to VII.
- 5) Any additional restrictions deemed necessary by the Zoning Commissioner in order to maintain the aesthetics of a farm environment on the subject property as well as restrictions on disruptive uses such as all terrain vehicles (ATV's).

Should you have any questions or need additional information regarding these comments, please do not hesitate to contact me at 2904.



Robert W. Sheesley, Director
Department of Environmental Protection
and Resource Management

RWS:PJS:tjg

cc: Mr. P. David Fields
Mr. Donald C. Outen
Mrs. Janice B. Outen
Mr. Paul J. Solomon

π Ex. 15

INTER-OFFICE CORRESPONDENCE

DATE: June 15, 1990

SUBJECT: Chesapeake Equity Organization, Inc., Item No. 344

The Petitioner's have indicated that this plan will be a final development plan with no further subdivision. It is necessary, however, that perspective landowners purchase the properties with the development rights and then be able to sell them to a suitable land trust.

The office supports this petition with the following restrictions:

- 1.) That the access road be a panhandle road that meets Fire Department approval but built to minimum standards, preferably 16 ft. in width;
- 2.) That there be covenants recorded that the maintenance and repair of this road be at the expense of the property owners and that it will not be appropriate for Baltimore County to assume this responsibility;
- 3.) That the covenants permit farm vehicles to cross the panhandle road at locations appropriate for efficient farming activities;
- 4.) That the covenants inform the property owners that the area is a preferred agriculture area and that smells, noises, chemical usage, etc. associated with the industry are to be expected to occur;

June 15, 1990

- 5.) That the covenants require landowners to participate in the sale of agricultural easements to the Maryland Agricultural Land Preservation Program or other suitable program within two (2) years of the approval of the petition; and
- 6.) That in the event that easements are not sold to an appropriate land trust entity, the land shall not be further subdivided.

If there should be any further questions or if this office can provide additional information, please contact Jeffrey Long in the Office of Planning at 887-3211.

PK/WSL/cmm
ITEM344/ZAC1

January 6, 1990

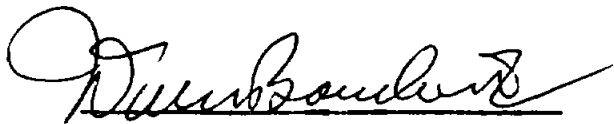
I Carroll Price, agree to rent the tillable acres on
Black Pine Farm, located on Blackrock Rd., from
William Boucher for the sum of \$40.00 per acre.

N Perk testing is to be done while crops are growing.



Carroll Price

239-8234



William Boucher

771-4337

Mike Murphy

332-0770

COUNTY COUNCIL OF BALTIMORE COUNTY, MARYLAND
Legislative Session 1989, Legislative Day No. 16
BILL NO. 134-89

Mr. William R. Evans, Councilman
By Request of County Executive

By the County Council, September 5, 1989

A BILL
ENTITLED

AN ACT concerning

Development Regulations-Agricultural Preservation

FOR the purpose of preserving agricultural lands and protecting
prime and productive soils in the development process.

BY adding

Section 22-37(b) (5)
Division 1

Section 22-39 new definition "Prime and Productive Soils"
Division 1

Section 22-99(c)
Division 3

BY repealing and reenacting with amendments

Section 22-55(b) (3)
Division 2

All of Article IV.
Title 22 "Planning, Zoning and Subdivision Control"
Baltimore County Code, 1978, 1987 Cumulative Supplement
as amended

1. SECTION 1. Be it enacted by the County Council of Baltimore
2. County, Maryland, that Sections 22-37(b) (5), 22-39 new definition
3. "Prime and Productive Soils, and 22-99 (c), be and they are hereby
4. added to Article IV. title "Planning, Zoning and Subdivision Control"
5. of the Baltimore County Code, 1978, 1987 Cumulative Supplement, to read
6. as follows:
7. Sec. 22-37. Development policies.
8. (b) These regulations are intended to protect and promote public
9. health, safety and welfare and to ensure provision for public

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.
[Brackets] indicate matter stricken from existing law.
Strike-out indicates matter stricken from bill.
Underlining indicates amendments to bill.

1. facilities, services and amenities. To this end, these regulations are
2. designed and intended to ensure the safety, adequacy and convenience of
3. proposed provisions for the following:

4. (5) PRESERVATION OF AGRICULTURAL LANDS, INCLUDING ADEQUACY OF
5. PROTECTION OF PRIME AND PRODUCTIVE SOILS FROM INAPPROPRIATE DEVELOPMENT.

6. Sec. 22-39. Definitions.

7. As used in these regulations, the following words and terms have
8. the meaning indicated:

9. PRIME AND PRODUCTIVE SOILS MEANS SOIL TYPES DEFINED IN THE
10. U.S.D.A. SOIL SURVEY OF BALTIMORE COUNTY, ISSUED MARCH 1976 AND AS
11. UPDATED, AS AGRICULTURAL CAPABILITY CLASSES I, II OR III OR AS WOODLAND
12. CLASSES 1 OR 2.

13. Sec. 22-99. Slope protection and soils.

14. (c) ON PRIME AND PRODUCTIVE SOILS WITHIN THE R.C. ZONES, EXCEPT
15. WITHIN THE R.C.5 ZONE, NO PLAN OR PLAT MAY BE APPROVED UNLESS THE
16. COUNTY FINDS THAT CONSTRUCTION, EXCAVATIONS, BUILDINGS, STRUCTURES,
17. PAVEMENTS, GRADING, CLEARING OR OTHER DISTURBANCES OF THE SOILS WILL BE
18. LIMITED OR RESTRICTED IN ACCORDANCE WITH POLICIES ESTABLISHED BY THE
19. DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT TO
20. PROMOTE AGRICULTURAL USES AND PROTECT BALTIMORE COUNTY'S SOIL RESOURCES.
21. THIS REGULATION SHALL APPLY TO ALL DEVELOPMENT EXCEPT SUCH DEVELOP-
22. MENT WHICH HAS BEEN ACCEPTED FOR FILING UNDER SECTION 22-56 BY THE
23. DEPARTMENT OF PUBLIC WORKS PRIOR TO OCTOBER 1, 1989.

24. SECTION 2. Be it further enacted, that Section 22-55(b) (3), Division
25. 2, Article IV. of the Baltimore County Code, 1978, 1987 Cumulative
26. Supplement, be and it is hereby repealed and reenacted, with amendments, to
27. read as follows:

28. Section 22-55. Plan.

29. (b) The plan shall be filed with the department of public works
30. and shall contain the following information:

1. (3) Soil types in accordance with the soil survey, Baltimore
2. County, Maryland(;;), INCLUDING, IDENTIFICATION OF PRIME AND PRODUCTIVE
3. SOILS;

4. Section 3. And be it further enacted, that this bill, including
5. all of Subsection 22-99(c) shall expire and be of no further effect on
6. January 1, 1991.

7. SECTION 34. And be it further enacted, that this Act
8. shall take effect forty-five days from the date of its enactment.



Baltimore County
Zoning Commissioner
County Office Building
117 West Chesapeake Avenue
Towson, Maryland 21204

TI 118

90-492 SPHA

Account R 001 8150
Number

Receipt

No 1978

Date

PETITIONER'S
EXHIBIT 18

Item #

Check from Nolan, Plunkhoff & Williams # 2306
2277

Cashier Validation:

Please make checks payable to Baltimore County
B 138*****210607a

T-3 CHICAGO
CHESAPEAKE TITLE INSURANCE CORPORATION
(Corporation Form)

LIBER 8 5 0 5 PAGE 3 8 6

App. H- 114401

This Deed, Made this 10th day of APRIL, in the year one thousand nine hundred and ninety, by and between CHESAPEAKE EQUITIES ORGANIZATION, INC.

a body corporate of the State of Maryland party, of the first part, Grantor, and L. MYRTON GAINES and MARY B. GAINES his wife party of the second part, Grantee.

THE ACTUAL CONSIDERATION PAID OR TO BE PAID IS \$725,000.00.

Witnesseth: that in consideration of the sum of Five Dollars, and other valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey and assign unto

Grantees, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs personal representatives and assigns, in fee simple.

all that(those) lot(s) of ground situate in BALTIMORE COUNTY in the State of Maryland, and described as follows, that is to say:

(See Exhibit A Attached)

L. Myrton Gaines and Mary B. Gaines, his wife, Grantees in the within Deed hereby certify under the penalties of perjury, that the land conveyed in said Deed is residentially improved owner-occupied real property and that the residence will be occupied by them.

L. Myrton Gaines
L. MYRTON GAINES

Mary B. Gaines
MARY B. GAINES

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE-LETTER OF INTENT

SIGNATURE [Signature] DATE 5-14-90

C RC/F 19.00
C T TX 3475.00
C DOCS 3625.00

DEED 0 #
SM CLERK 7119.00
#77240 0001 R02 T10:2

PETITIONER'S
EXHIBIT 19

RECEIVED FOR TRANSFER
State Department of
Assessing and Taxation
for Baltimore County

APR 30/90

90-492SPHA

125
3475
114

Together with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, easements and advantages to the same belonging or in anywise appertaining.

To have and to hold the said described lots(s) of ground and premises, unto and to the use of the said

Grantee, as tenants by the entireties, their assigns, and unto the survivor of them his or her heirs, personal representatives and assigns, in fee simple.

And the said Grantor covenants that it will warrant specially the property hereby granted and conveyed, and that it will execute such further assurances of said land as may be requisite.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In Testimony Whereof, the said Grantor has caused its corporate seal to be hereto affixed, and its Vice-President to set his hand hereto.

WITNESS:

CHESAPEAKE EQUITIES ORGANIZATION, INC.

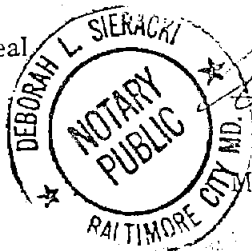
BY Wm. Baude (Seal)
Vice President

State of Maryland,

, TO WIT:

I HEREBY CERTIFY, that on this 10th day of APRIL, 1990, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared _____, who acknowledged himself to be the Vice-President of the Grantor Corporation, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the said corporation by himself as Vice-President, and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Grantor Corporation.

WITNESS: my hand and Notarial Seal



Deborah L. Sieracki
Notary Public
My Commission expires: July 1, 1990

EXHIBIT 'A'

ADJUSTED LOT 1:

All that piece or parcel of land situate, lying and being in the Fifth Election District of Baltimore County, State of Maryland and described as follows to wit:

Beginning for the same at a point situate on the east side of Black Rock Road and at the beginning of a parcel of land designated Lot 1 containing 39.33 Acres and described in a deed dated January 5, 1989 and recorded among the Land Records of Baltimore County in Liber S.M. No. 8075 Folio 87 which was conveyed by H. Stokes Lott, III to Chesapeake Equity Organization, Inc. and running thence with and binding on the first line of said parcel of land and binding in the bed of Black Rock Road, as the courses are referred to the true meridian, South 14 degrees 29 minutes 30 seconds East 34.16 feet to a point in said road and to the beginning of a parcel of land designated Lot 2 containing 4.11 Acres and described in the aforesaid deed, thence leaving said road and binding reversely on the last and second lines of said Lot 2 and running with and binding on the second and third lines of said first mentioned parcel of land designated Lot 1, the two following courses and distances viz: South 48 degrees 39 minutes 45 seconds West 1021.20 feet and South 11 degrees 35 minutes 27 seconds West 581.21 feet to an old pipe in a field heretofore set at the end of said third line and at the beginning of the fourth or South 71 degrees 29 minutes 42 seconds West 644.83 foot line of a parcel of land firstly described in a deed dated March 14, 1986 and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 7114 Folio 576 which was conveyed by Arthur L. Shreve III and wife to H. Stokes Lott III, thence running for a line of division through said Lot 1, containing 39.33 Acres and binding for a part on said fourth line, South 62 degrees 57 minutes 56 seconds West 711.19 feet to intersect the ninth or North 46 degrees 17 minutes 10 seconds West 163.09 foot line of said Lot 1 at a point distant North 46 degrees 17 minutes 10 seconds West 51.56 feet from a pipe heretofore set at the beginning thereof and thence running with and binding on a part of said ninth line and running with and binding on the tenth, eleventh, twelfth, thirteenth, fourteenth, fifteenth and last lines of said Lot 1 which was conveyed by Lott to Chesapeake Equity Organization, Inc. the eight following courses and distances viz: North 46 degrees 17 minutes 10 seconds West 111.53 feet to a pipe, North 47 degrees 40 minutes 37 second West 195.47 feet to a pipe, North 46 degrees 26 minutes 35 seconds West 287.94 feet to a pipe, North 47 degrees 55 minutes 20 seconds West 149.95 feet to a pipe, North 45 degrees 14 minutes 18 seconds West 126.38 feet to a pipe, North 68 degrees 07 minutes 42 seconds East 55.58 feet to a concrete monument, North 65 degrees 04 minutes 26 seconds East 1,321.57 feet and North 64 degrees 30 minutes 26 seconds East 989.59 feet to the place of beginning.

Containing 24.167 Acres of land more or less.

Being part of a parcel of land firstly described and designated Lot 1 in a deed dated January 5, 1989 and recorded among the Land Records of Baltimore County in Liber S.M. No. 8075 Folio 87 which was conveyed by H. Stokes Lott III to Chesapeake Equity Organization, Inc.

LOT 2:

All that piece or parcel of land situate, lying and being in the Fifth Election District of Baltimore County, State of Maryland and described as follows to wit:

Beginning for the same at a point in the bed of Black Road Road at the beginning of a parcel of land designated Lot 2 containing 4.11 Acres and described in a deed dated January 5, 1989 and recorded among the Land Records of Baltimore County in Liber S.M. No. 8075 Folio 87 which was conveyed by H. Stokes Lott III to Chesapeake Equity Organization, Inc., and thence leaving said road and running with and binding on the first line of said Lot 2 as the courses are referred to the true meridian, South 35 degrees 23 minutes 12 seconds West 1525.71 feet to an old pipe in a field and thence running with and binding on the second and last lines of Lot 2 and binding reversely on the third and second lines of a parcel of land designated Lot 1 containing 39.33 Acres and described in said deed from Lott to Chesapeake Equity Organization, Inc., to two following courses and distances viz: North 11 degrees 35 minutes 27 seconds East 581.21 feet and North 48 degrees 39 minutes 45 seconds East 1021.20 feet to the place of beginning.

LIBER 8.38.5-2013-03

Containing 4.17 Acres of land more or less.

Being all and the same parcel of land secondly described and designated Lot 2 in a deed dated January 5, 1989 and recorded among the Land Records of Baltimore County in Liber S.M. No. 8075 Folio 87 which was conveyed by H. Stokes Lott III to Chesapeake Equity Organization, Inc.

Mail to

Chicago Title Ins.

100 St. Paul St.

21202

AGREEMENT

THIS AGREEMENT made this 1st day of January, 1990, by and between Chesapeake Equities Organization, Inc., hereinafter referred to as "Chesapeake" or "Seller" and L. Myrton Gaines, hereinafter referred to as "Gaines" or "Buyer"

WHEREAS, Chesapeake owns approximately 184 acres on the north or west side of Black Rock Road in the Fifth Election District of Baltimore County, and

WHEREAS, by Contract of Sale dated of even date herewith Gaines has agreed to purchase 28 acres more or less all as more clearly defined on a plat attached hereto and more fully identified as Lot 1, of Exhibit A and

WHEREAS, it was the condition precedent to the execution of this Agreement that the parties hereto execute the aforesaid Contract of Sale.

NOW, THEREFORE witnesseth in consideration of execution of this Agreement and other good and valuable considerations the receipt of which is hereby acknowledge the parties hereto agree as follows:

1. Chesapeake agrees the remaining parcel of land containing approximately 156 acres of land, more or less, as shown on the attached plat will not be subdivided into more than seven (7) other parcels, as more fully identified as Lots 2 through 8 of Exhibit A. Seller agrees to use its best efforts to obtain Baltimore County approval of Exhibit A. Buyer agrees to cooperate with Seller in this effort. Seller reserves the right to make reasonable adjustments in lot lines so long as the character of sub-division is not altered. In the event the above mentioned sub-division plan is not approved in a form similar to Exhibit A, Seller may elect to re-subdivide the property in accordance with Baltimore County Zoning and Subdivision Regulations. If it becomes necessary to re-subdivide the property as a result of the inability to have the subdivision shown as Exhibit A approved, Seller agrees to prohibit the construction of any residential dwellings in the cross-hatched area of Lot 2 as shown on Exhibit A unless otherwise agreed to by the owners of Lot 1. This restriction will survive closing and run with the land. The record plat and the Covenants and Restrictions for this property will reflect this Agreement. (This Exhibit A is similar to, but not identical to the plat attached to the Contract of Sale and identified as Addendum No. 1 to the aforesaid Contract of Sale.)

2. Parcel No. 2 containing 46 acres of land will be restricted to the placement of its residential building site on that portion of Lot No. 2 identified and colored in yellow on the attached Exhibit A.

RETURN TO:
CHICAGO TITLE
COMPANY OF MARYLAND
110 ST. PAUL ST.
BALTIMORE, MD. 21202

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

SIGNATURE

DATE

5/30/90

RECEIVED FOR TRANSFER

State Department of
Assessments & Taxation

5/30/90

RECEIVED TAXPAYER'S RECORDS

Branch of Records

State Department of

Assessments & Taxation

5/30/90

Authorized Signature

Date 5-18-90 Sec. 11-25 Agreement

27.00

27.00

06/13/90

06/13/90

06/13/90

3. Chesapeake agrees to construct its right of way for ingress and egress for lots 3 through 8, on Lot 2 and located 20 feet from the common or southern boundary of Gaines' parcel, the approximate location of said drive is shown in green on the attached plat.

4. Chesapeake agrees to install no permanent advertising or subdivisions signs along Black Rock Road excluding only temporary real estate "for sale" signs indicating the availability of lots 2 through 8.

5. Chesapeake agrees that no street lights will be installed along the right of way excluding such as might be required by Baltimore County.

6. Nothing in this Agreement shall be deemed to prevent Gaines from further subdivision of parcel 1 as allowed by the Baltimore County Zoning and Subdivision Regulations as they might be enacted from time to time.

7. Gaines agrees that he will grant and assign his density rights in that portion of Lot 1 as is contained in the RC2 Zone as required by Baltimore County in order to permit Seller to obtain a recorded subdivision plat of eight (8) residential density lots.

8. Item 1 through 7 hereof are deemed to be Restrictive Covenants on the further development of the 155 acre parcel owned by Chesapeake; to run with the land and not solely personal to the parties hereto; shall be in perpetuity and recorded among the Land Records of Baltimore County unless the terms hereof are incorporated in other Restrictive Covenants included in a subdivision of the parcel owned by Chesapeake.

9. Chesapeake hereby grants unto Gaines the right of first refusal to purchase that portion of Lot 2 as identified in pink on the attached exhibit, lying adjacent to the southern boundary of Gaines' property and along a portion of the northern boundary of the right of way or entry way to be constructed to serve Lots 3 through 8. Unless the Buyer exercises his right to purchase additional acreage, this right shall expire ten (10) days after Seller notifies Buyer in writing of Seller's receipt of an offer for Lot 2 which is acceptable to Seller. The purchase price for such parcel shall be established by Seller. This right of first refusal shall be renewed in the event such sale by Seller is not consummated. (This restriction to be personal to the parties hereto and not to run with the land.)

BOOK 8505 PAGE 392

THIS AGREEMENT is to survive settlement and execution of a deed for the aforesaid 28 acre parcel identified as Lot 1 and not to merge in the deed.

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hand and seal this day and year first above written.

ATTEST:

CHESAPEAKE EQUITIES
ORGANIZATION, INC.

[Signature]
ATTEST: *[Signature]*

BY: *[Signature]* (SEAL)

BUYER:

STATE OF MARYLAND
COUNTY OF BALTIMORE: to wit,

[Signature] (SEAL)
L. MYRTON GAINES
[Signature]

I HEREBY CERTIFY that on this 10th day of APRIL, 1990, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared a duly authorized officer of Chesapeake Equities Organization, Inc. and made oath in due form of law that he, as such officer is duly authorized to enter into this Agreement, that the statements are true and correct as therein stated, and acknowledged said Agreement to be the act of said body corporate.

AS WITNESS my hand and Notarial Seal.

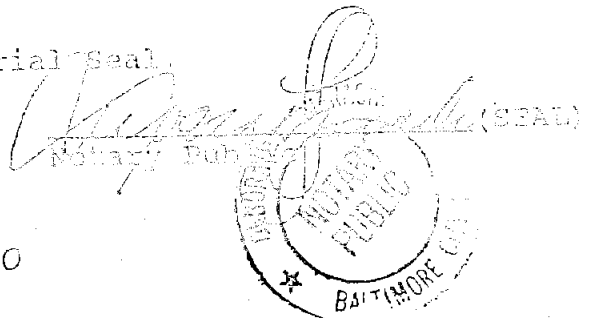
[Signature] (SEAL)
Notary Public
DEBORAH L. SCHWARTZ
BALTIMORE, MD

My Commission Expires: July 1, 1990

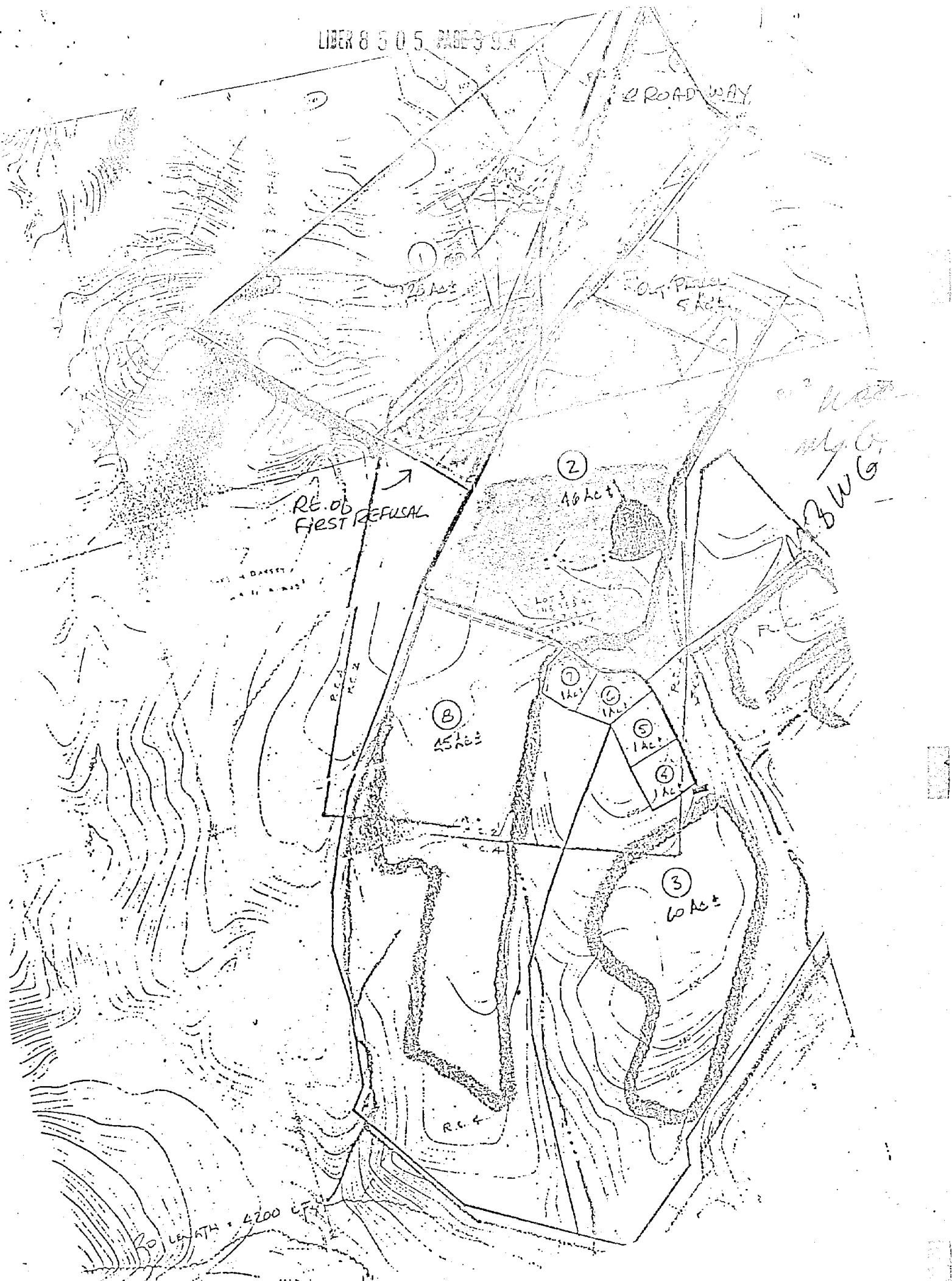
STATE OF MARYLAND
COUNTY OF BALTIMORE

I HEREBY CERTIFY that on this 10th day of January, 1990, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared L. Myrton Gaines, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement are true and correct as therein stated, and acknowledged said Agreement to be his act.

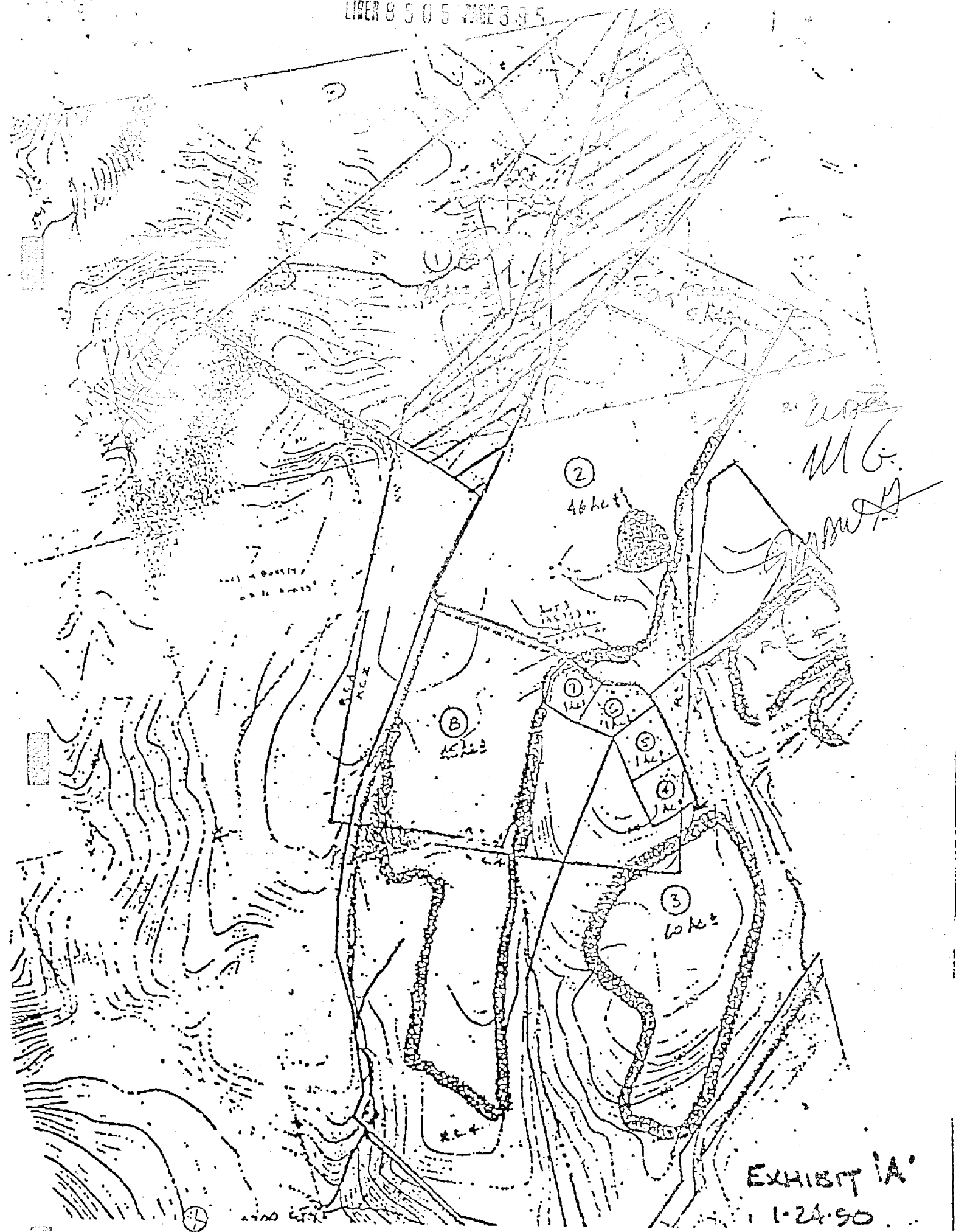
AS WITNESS my hand and Notarial Seal.



My Commission Expires: July 1, 1990



LIBER 8505 PAGE 395



34. 31

BALTIMORE COUNTY DEPARTMENT OF ENVIRONMENTAL
PROTECTION AND RESOURCE MANAGEMENT

INTERIM APPLICATION OF
BALTIMORE COUNTY COUNCIL BILL No. 134-89

April 1, 1990
(Revised June 4, 1990)

County Council Bill No. 134-89 requires this agency to establish policies "to promote agricultural uses and protect Baltimore County's soil resources". In order to prevent unnecessary and/or unwarranted delays in processing plans and/or plats and for the purpose of avoiding uncertainty in regard to the effect of this legislation in general, the following interim policy is effective immediately.

Any plan and/or plat submitted to this agency for development approval that involves RC-2, RC-3 or RC-4 zoning needs to be reviewed by the Baltimore County Department of Environmental Protection and Resource Management to determine its consistency with the interim policy detailed below. All other existing requirements of the Baltimore County Zoning Regulations continue to be applicable.

RC-2 and RC-4 zoned land within the "Agricultural Preservation Areas" as established in the draft Baltimore County Master Plan, 1989-2000 shall be subject to the following additional requirements. (No RC-3 exists within "Agricultural Preservation Areas".)

1. Lots created within RC-2 zoned areas shall be 60,000 square feet or less or greater than 50 acres in size except that exceptions can be made in regard to these standards based on sewerage and water system requirements; unique physical characteristics of the site; adjacent development characteristics; and other factors which create practical difficulties in satisfying these lot size requirements as determined by the Department of Environmental Protection and Resource Management.
2. Lots created within RC-2 and RC-4 zoned land shall not be located on prime and productive soils as referenced in the Baltimore County Soil Survey unless it is demonstrated that no other suitable area for lot placement exists and the location of lots shall not seriously impact the utility of a farming operation or significantly diminish the agricultural land resources.
3. In regard to prime and productive soils within RC-4 zoned land, the residential density calculated shall be the same as for RC-2. In addition, provisions for lot size and location in regard to all lots allowed within RC-4 zoned areas shall be similar to #1 and #2 above.

EXHIBIT 21
PETITIONERS

90-492 SP4A

In regard to areas zoned RC-2, RC-3 and RC-4 outside of "Agricultural Preservation Areas" the following provisions shall apply:

1. RC-2 zoned land will be administered in a similar fashion as outlined for "Agricultural Preservation Areas". (See above.)
2. RC-4 zoning will be amended as follows:
 - a) Lot size is not to exceed 60,000 square feet nor be less than 25 acres unless the accommodation of on-lot sewer and/or water requires additional acreage except that variances can be made in regard to these standards based on sewerage and water system requirements; unique physical characteristics of the site; adjacent development characteristics; and other factors which create practical difficulties in satisfying these lot size requirements as determined by the Department of Environmental Protection and Resource Management.
 - b) Lots can be placed on prime and productive soils if it is demonstrated that this will promote reservoir watershed protection by locating lots a greater distance from watercourses including floodplains, seeps and springs and by avoiding the location of lots on steep slopes (>15%). (The primary purpose of RC-4 outside of the "Agricultural Preservation Areas" is to promote watershed protection, albeit, wherever possible prime and productive soils shall be protected.)
 - c) Clustering shall be required wherever possible.
3. RC-3 zoning shall be amended so that lot size shall not exceed one (1) acre or be less than 25 acres. Clustering of lots shall be required wherever possible. Lots shall be excluded from prime and productive soils unless it is demonstrated that no other suitable location exists.



County Board of Appeals of Baltimore County

COUNTY OFFICE BUILDING, ROOM 315

111 W. CHESAPEAKE AVENUE

TOWSON, MARYLAND 21204

(301) 887-3180

Hearing Room -

Room 301, County Office Bldg. August 30, 1991

REVISED NOTICE OF CONTINUANCE AND REASSIGNMENT

NO POSTPONEMENTS WILL BE GRANTED WITHOUT GOOD AND SUFFICIENT REASONS. REQUESTS FOR POSTPONEMENTS MUST BE IN WRITING AND IN STRICT COMPLIANCE WITH RULE 2(b). NO POSTPONEMENTS WILL BE GRANTED WITHIN FIFTEEN (15) DAYS OF SCHEDULED HEARING DATE UNLESS IN FULL COMPLIANCE WITH RULE 2(c), COUNTY COUNCIL BILL NO. 59-79.

CASE NO. 90-492-SPHA

CHESAPEAKE EQUITY ORG., INC.

SW/s of Black Rock Rd., 800' SE

of Benson Mill Rd. (Black Pine Farm)

5th Election District

3rd Councilmanic District

SPH-Reconfiguration of parcels/lot lines;
clustering of RC 2 densities; OR IN THE

ALTERNATIVE

VAR-Accessory bldg. in front yard in lieu
of rear; height

8/23/90 -Z.C.'s Order DENYING Petition for
Special Hearing; GRANTING with
restrictions Petition for Variance.

*Don't do
record 9/64/91 at
Burgess, request
no objections*

This matter which was set for hearing on Tuesday, August 27, 1991 was continued on the record and rescheduled for one hour on September 6, 1991; however, at the request of Counsel, this matter has now been rescheduled to Wednesday, September 4, 1991 at 9:00 a.m. and has been

REASSIGNED FOR: WEDNESDAY, SEPTEMBER 4, 1991 at 9:00 a.m.

cc: Stephen J. Nolan, Esquire Counsel for Petitioner/Appellant

Douglas L. Burgess, Esquire " " " "

William Boucher, III, Pres.

Chesapeake Equity Org., Inc.

L. Myrton Gaines

Contract Purchaser

G. Macy Nelson, Esquire Counsel for Protestants

Anthony P. Palaigos, Esquire Counsel for Mr. & Mrs. Dorsey

Mr. & Mrs. James Dorsey

People's Counsel for Baltimore County

P. David Fields

Pat Keller

J. Robert Haines

Timothy M. Kotroco

James E. Dyer

W. Carl Richards, Jr.

Docket Clerk - Zoning

Arnold Jablon, Director of
Zoning Administration

*To be set
at request of
Counsel*

Kathleen C. Weidnham
Administrative Assistant



County Board of Appeals of Baltimore County

COUNTY OFFICE BUILDING, ROOM 315
111 W. CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204
(301) 887-3180

Hearing Room -
Room 301, County Office Bldg. August 30, 1991

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CASE NO. 90-492-SPHA CHESAPEAKE EQUITY ORG., INC.
SW/s of Black Rock Rd., 800' SE
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5th Election District
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8/23/90 -Z.C.'s Order DENYING Petition for
Special Hearing; GRANTING with
restrictions Petition for Variance.

This matter which was set for hearing on Tuesday, August 27, 1991 was continued on the record and rescheduled for one hour on September 6, 1991; however, at the request of Counsel, this matter has now been rescheduled to Wednesday, September 4, 1991 at 9:00 a.m. and has been

REASSIGNED FOR: WEDNESDAY, SEPTEMBER 4, 1991 at 9:00 a.m.

cc: Stephen J. Nolan, Esquire Counsel for Petitioner/Appellant
Douglas L. Burgess, Esquire " " " "
William Boucher, III, Pres.

Chesapeake Equity Org., Inc.

L. Myrton Gaines

Contract Purchaser

G. Macy Nelson, Esquire

Counsel for Protestants

Anthony P. Palaigos, Esquire

Counsel for Mr. & Mrs. Dorsey

Mr. & Mrs. James Dorsey

People's Counsel for Baltimore County

P. David Fields

Pat Keller

J. Robert Haines

Timothy M. Kotroco

James E. Dyer

W. Carl Richards, Jr.

Docket Clerk - Zoning

Arnold Jablon, Director of

Zoning Administration

Kathleen C. Weidenhammer
Administrative Assistant



County Board of Appeals of Baltimore County

COUNTY OFFICE BUILDING, ROOM 315
111 W. CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204
(301) 887-3180

Haring Room -
Room 301, County Office Bldg. August 27, 1991

NOTICE OF CONTINUANCE AND REASSIGNMENT

NO POSTPONEMENTS WILL BE GRANTED WITHOUT GOOD AND SUFFICIENT REASONS. REQUESTS FOR POSTPONEMENTS MUST BE IN WRITING AND IN STRICT COMPLIANCE WITH RULE 2(b). NO POSTPONEMENTS WILL BE GRANTED WITHIN FIFTEEN (15) DAYS OF SCHEDULED HEARING DATE UNLESS IN FULL COMPLIANCE WITH RULE 2(c), COUNTY COUNCIL BILL NO. 59-79.

CASE NO. 90-492-SPHA

CHESAPEAKE EQUITY ORG., INC.
SW/s of Black Rock Rd., 800' SE
of Benson Mill Rd. (Black Pine Farm)
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3rd Councilmanic District
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VAR-Accessory bldg. in front yard in lieu
of rear; height
8/23/90 -Z.C.'s Order DENYING Petition for
Special Hearing; GRANTING with
restrictions Petition for Variance.

*8/30/91 -
Reassigned to
9/4/91 @
9 am*

This matter which was set for hearing on Tuesday, August 27, 1991 was continued on the record at request of Counsel and rescheduled for one hour on Friday, September 6, 1991 at 9:00 a.m.; and has been

REASSIGNED FOR: FRIDAY, SEPTEMBER 6, 1991 at 9:00 a.m.

cc: Stephen J. Nolan, Esquire Counsel for Petitioner/Appellant
Douglas L. Burgess, Esquire " " " "
William Boucher, III, Pres.
Chesapeake Equity Org., Inc.
L. Myrton Gaines Contract Purchaser
G. Macy Nelson, Esquire Counsel for Protestants
Anthony P. Palaigos, Esquire Counsel for Mr. & Mrs. Dorsey
Mr. & Mrs. James Dorsey
People's Counsel for Baltimore County
P. David Fields
Pat Keller
J. Robert Haines
Timothy M. Kotroco
James E. Dyer
W. Carl Richards, Jr.
Docket Clerk - Zoning
Arnold Jablon, Director of
Zoning Administration

Kathleen C. Weidenhammer
Administrative Assistant



County Board of Appeals of Baltimore County

COUNTY OFFICE BUILDING, ROOM 315

111 W. CHESAPEAKE AVENUE

TOWSON, MARYLAND 21204

(301) 887-3180

Hearing Room -

Room 301, County Office Bldg. August 8, 1991

NOTICE OF ASSIGNMENT

NO POSTPONEMENTS WILL BE GRANTED WITHOUT GOOD AND SUFFICIENT REASONS. REQUESTS FOR POSTPONEMENTS MUST BE IN WRITING AND IN STRICT COMPLIANCE WITH RULE 2(b). NO POSTPONEMENTS WILL BE GRANTED WITHIN FIFTEEN (15) DAYS OF SCHEDULED HEARING DATE UNLESS IN FULL COMPLIANCE WITH RULE 2(c), COUNTY COUNCIL BILL NO. 59-79.

CASE NO. 90-492-SPHA

CHESAPEAKE EQUITY ORG., INC.
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ALTERNATIVE
VAR-Accessory bldg. in front yard in lieu
of rear; height

8/23/90 - Z.C.'s Order DENYING Petition for
Special Hearing; GRANTING with
restrictions Petition for Variance.

NOTE: This matter has been set in for hearing on Tuesday, August 27, 1991 at 9:15 a.m. by joint agreement of Counsel for purpose of settlement on record and testimony of one witness; and has been

ASSIGNED FOR:

TUESDAY, AUGUST 27, 1991 at 9:15 a.m.

cc: Stephen J. Nolan, Esquire Counsel for Petitioner/Appellant
Douglas L. Burgess, Esquire " " " "
William Boucher, III, Pres.
Chesapeake Equity Org., Inc.
L. Myrton Gaines Contract Purchaser
G. Macy Nelson, Esquire Counsel for Protestants
People's Counsel for Baltimore County
P. David Fields
Pat Keller
J. Robert Haines
Timothy M. Kotroco
James E. Dyer
W. Carl Richards, Jr.
Docket Clerk - Zoning
Arnold Jablon, Director of
Zoning Administration

Kathleen C. Weidenhammer
Administrative Assistant

Anthony P. Palaigos, Esq. - Counsel for the Dorseys
Mr. & Mrs. James H. Dorsey

entered
appearance
8/17/91



County Board of Appeals of Baltimore County

COUNTY OFFICE BUILDING, ROOM 315
111 W. CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204
(301) 887-3180

Hearing Room -
Room 301, County Office Bldg. December 31, 1990

NOTICE OF POSTPONEMENT AND REASSIGNMENT

NO POSTPONEMENTS WILL BE GRANTED WITHOUT GOOD AND SUFFICIENT REASONS. REQUESTS FOR POSTPONEMENTS MUST BE IN WRITING AND IN STRICT COMPLIANCE WITH RULE 2(b). NO POSTPONEMENTS WILL BE GRANTED WITHIN FIFTEEN (15) DAYS OF SCHEDULED HEARING DATE UNLESS IN FULL COMPLIANCE WITH RULE 2(c), COUNTY COUNCIL BILL NO. 59-79.

CASE NO. 90-492-SPHA

CHESAPEAKE EQUITY ORG., INC.
SW/s of Black Rock Rd., 800' SE
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ALTERNATIVE
VAR-Accessory bldg. in front yard in lieu
of rear; height

8/23/90 -Z.C.'s Order DENYING Petition for
Special Hearing; GRANTING with
restrictions Petition for Variance.

which was scheduled for hearing on May 3, 1991 has been POSTPONED
at the request of Counsel for the Protestants and has been

REASSIGNED FOR: WEDNESDAY, JULY 10, 1991 AT 10:00 a.m.

cc: Stephen J. Nolan, Esquire Counsel for Petitioner/Appellant
Douglas L. Burgess, Esquire " " " "
William Boucher, III, Pres.
Chesapeake Equity Org., Inc.
L. Myrton Gaines Contract Purchaser
G. Macy Nelson, Esquire Counsel for Protestants
People's Counsel for Baltimore County
P. David Fields
Pat Keller
J. Robert Haines
Ann M. Nastarowicz
James E. Dyer
W. Carl Richards, Jr.
Docket Clerk - Zoning
Arnold Jablon, County Attorney
~~Public Services out~~

LindaLee M. Kuszmaul
Legal Secretary



County Board of Appeals of Baltimore County

COUNTY OFFICE BUILDING, ROOM 315
111 W. CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204
(301) 887-3180

Hearing Room -
Room 301, County Office Bldg. December 17, 1990

NOTICE OF ASSIGNMENT

NO POSTPONEMENTS WILL BE GRANTED WITHOUT GOOD AND SUFFICIENT REASONS. REQUESTS FOR POSTPONEMENTS MUST BE IN WRITING AND IN STRICT COMPLIANCE WITH RULE 2(b). NO POSTPONEMENTS WILL BE GRANTED WITHIN FIFTEEN (15) DAYS OF SCHEDULED HEARING DATE UNLESS IN FULL COMPLIANCE WITH RULE 2(c), COUNTY COUNCIL BILL NO. 59-79.

CASE NO. 90-492-SPHA

CHESAPEAKE EQUITY ORG., INC.
SW/s of Black Rock Rd., 800' SE
of Benson Mill Rd. (Black Pine Farm)
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8/23/90 - Z.C.'s Order DENYING Petition
for Special Hearing; GRANTING with
restrictions Petition for Variance.

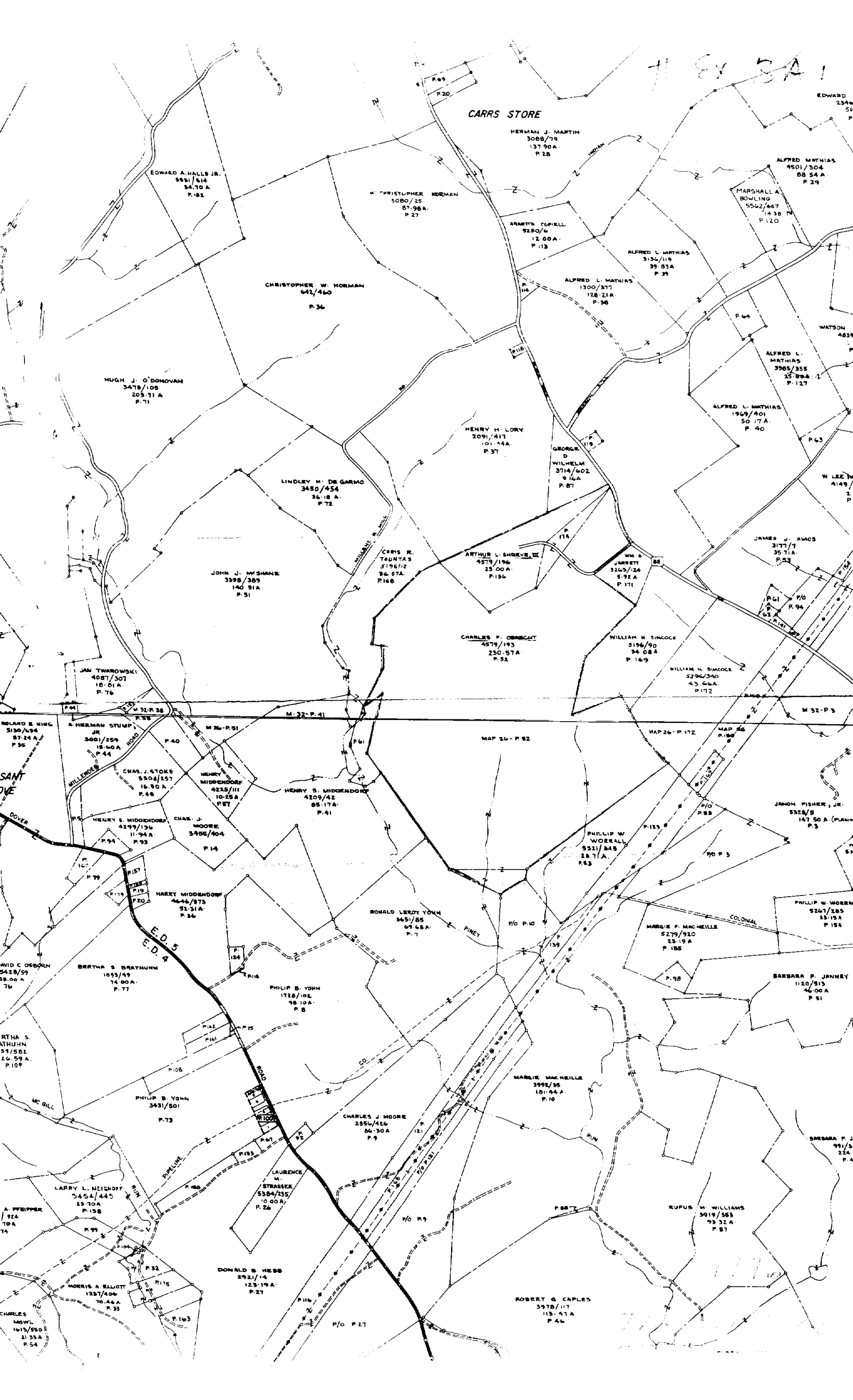
ASSIGNED FOR:

FRIDAY, MAY 3, 1991 at 10:00 a.m.

cc: Stephen J. Nolan, Esquire Counsel for Petitioner/Appellant
Douglas L. Burgess, Esquire " " " "
William Boucher, III, Pres.
Chesapeake Equity Org., Inc.
L. Myrton Gaines Contract Purchaser
G. Macy Nelson, Esquire
People's Counsel for Baltimore County
P. David Fields
Pat Keller
Public Services
J. Robert Haines
Ann M. Nastarowicz
James E. Dyer
W. Carl Richards, Jr.
Docket Clerk - Zoning
Arnold Jablon, County Attorney

12/31/90
P.D. to 7/10/91 @
1000

LindaLee M. Kuszmaul
Legal Secretary



CARRS STORE

HERMAN J. MARTIN
3088/79
137.90A
P.28

CHRISTOPHER W. NORMAN
542/460
P.36

EDWARD A. HALL JR.
5881/614
84.70A
P.182

ALFRED L. MATHIAS
4501/304
88.54A
P.29

ALFRED L. MATHIAS
3136/119
39.03A
P.39

ALFRED L. MATHIAS
1300/377
128.21A
P.36

HUGH J. O'DONOVAN
3478/105
205.71A
P.71

HENRY H. LORY
2091/417
101.44A
P.37

LINDLEY M. DE GARMO
3450/454
36.18A
P.72

JOHN J. McSHANE
3398/369
140.51A
P.51

CORRIS R.
TAUNTYAS
5195/12
36.57A
P.168

ARTHUR L. SHREVE, III
4579/196
25.00A
P.136

WM. A. JAMMETT
5265/124
5.92A
P.171

JAMES J. SMOS
3177/7
35.71A
P.53

CHARLES F. OBRECHT
4579/193
250.57A
P.52

WILLIAM H. SINCOCK
5196/90
34.08A
P.169

WILLIAM H. SINCOCK
5296/350
43.66A
P.172

JAN TWAROWSKI
4087/307
18.01A
P.76

ROLAND E. KING
5130/694
87.24A
P.35

A. HERMAN STUMP, JR.
3001/259
15.40A
P.44

CHAS. J. STOKES
5508/257
16.50A
P.46

HENRY MIDDENDORF
4235/111
10.25A
P.87

HENRY S. MIDDENDORF
4209/42
85.17A
P.41

CHAR. J. MOORE
3495/404
P.14

HENRY S. MIDDENDORF
4299/136
11.94A
P.93

HARRY MIDDENDORF
4646/875
52.31A
P.36

RONALD LEROY YOUNG
8451/85
67.45A
P.7

PHILIP B. YOUNG
1718/102
98.10A
P.8

PHILLIP W. WOODALL
5521/845
28.71A
P.63

JANON FISHER, JR.
5328/8
147.50A (PLAN)
P.5

PHILLIP W. WOODALL
5267/285
13.15A
P.154

MARGIE F. MACNEILLE
5279/910
23.19A
P.185

BARBARA P. JANNEY
1120/513
46.00A
P.51

MARGIE F. MACNEILLE
3992/95
181.44A
P.10

CHARLES J. MOORE
2554/416
86.30A
P.9

LAURENCE M. STRASSER
5384/235
0.00A
P.26

DONALD B. HESS
2921/14
123.19A
P.27

ROBERT G. CAPLES
3978/117
113.57A
P.46

RUFUS W. WILLIAMS
5019/553
93.32A
P.87

BARBARA P. J.
991/3
224
P.4

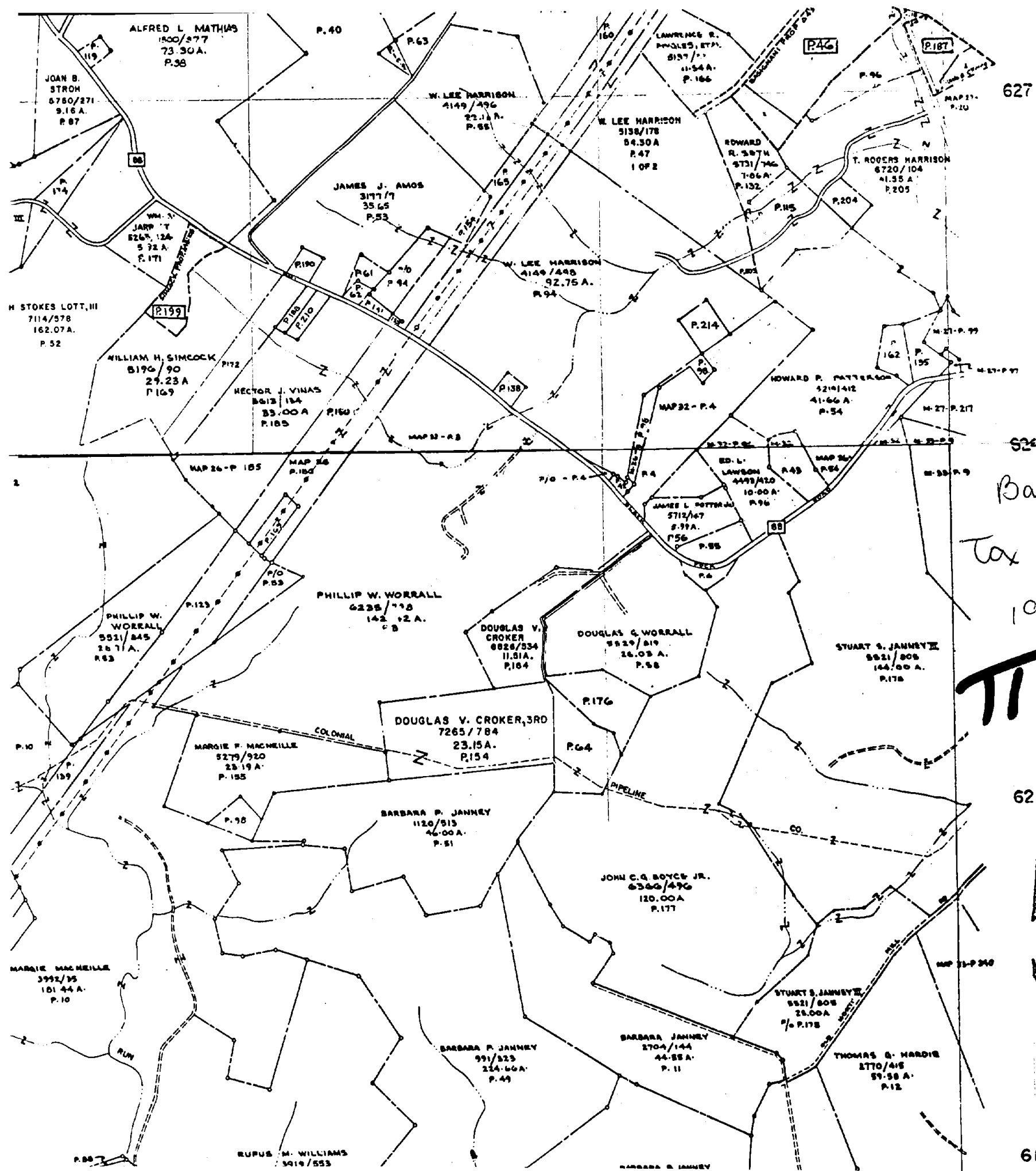
BERTHA S. BRATHUNN
1093/99
74.00A
P.77

LARRY L. NEIGHOFF
5454/445
23.70A
P.158

MORRIS A. ELLIOTT
1387/406
70.46A
P.33

CHARLES
MOWL
1615/550
21.33A
P.54





7 DONOVAN
105
A.

π 3 C

JOHN L. MCSHANE
3398/389
140.51A.
P.51

LINDLEY H. DE GARMO
3450/454
36.18 A.
P.72

JAMES H. DORSEY
6242/114
48.00 A.
P.195

HENRY H. LORY ET AL.
8085/365
43.31A.
P.37

JAMES H. DORSEY
6209/774
35.43A.
P.168

JAMES H. DORSEY
7114/573
68.71A.
P.212

P.193

GEORGE D. MA
7834/675
73.30 A
P.38

CHESAPEAKE EQUITY
ORGANIZATION, INC.
8075/87
140.48A.
P.52

WILLIAM H. SIM
5196/90
29.23A
P.169

JAMES H. DORSEY
5963/14
5.92A
P.171

JAMES H. DORSEY
6250/27
9.61A
P.87

P.217

P.222

P.199

BALTO. CO.
TAX MAP
1989
MAP# 26

MAP 26-
P. 212

MAP 26- P. 52

A. HERMAN STUMP, JR.
3001/259
15.60A.
P. 44

MILLENDER ROAD
P. 45

HENRY S. MIDDENDORF
4299/136
11.94A.
P. 93

CHAS. J. MOORE
3455/404
P. 14

HENRY MIDDENDORF
4225/111
10.25A.
P. 57

HENRY S. MIDDENDORF
4209/42
85.17A.
P. 41

THOMAS D. MORRIS
6034/220
52.31A.
P. 36

RONALD L. YOHN
8139/761
82.54A.
P. 8

RONALD L. YOHN
3651/85
57.87A.
P. 7

BALTO. CO.
TAX MAP
MAP # 32

JAMES W. BRATHUHN
7129/231
73.00A.
P. 77

