

IN RE: PETITION FOR SPECIAL HEARING * BEFORE THE —
SW/S Nicodemus Rd (Delight Quarry)
cor. NW/S Franklin Blvd., and * ZONING COMMISSIONER
E/S Berryman's Lane
4th Election District * OF BALTIMORE COUNTY
3rd Councilmanic District
The Arundel Corporation * Case No. 97-565-SPH
Petitioner

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner as a Petition for Special Hearing for the property known as the Delight Quarry, located near the interchange of Franklin Boulevard and I-795 on Nicodemus Road in northwestern Baltimore County. The Petition was filed by The Arundel Corporation, property owner. Special Hearing relief is requested to approve and amend the special exception previously granted for the property in case No. 82-157-SPH, in accordance with restriction No. 1 in that Order. The subject property and requested relief are more particularly shown on Petitioner's Exhibit No. 1, the plat to accompany the Petition for Special Hearing.

Appearing at the requisite public hearing held for this case were Johnny Johnson and Terry Caudill on behalf of The Arundel Corporation, property owner/Petitioner. Also present was Melanie Moser from Daft, McCune, Walker, Inc., the firm which prepared the plat. Skip Gardiner, Andy Arnold and Ed Myers also appeared at the hearing. They were not opposed to the requested relief. The Petitioner was represented by Robert A. Hoffman, Esquire.

Testimony and evidence offered was that the subject property is approximately 117 acres in gross area, split zoned with a variety of zoning classifications, including D.R.1, D.R.3.5, D.R.10.5, D.R.16, B.M. and O-2. The property is the site of the Delight Quarry, an excavation

ORDER RECEIVED FOR FILING

Date

By

site which has been mined for many years. The site is mined by The Arundel Corporation, property owner, and produces rock and other raw materials necessary for use in the construction industry.

An examination of the zoning history of the property indicates that special exception approval for the mining operation was granted on January 7, 1983 by Deputy Zoning Commissioner, Jean Jung. A number of restrictions were imposed within the grant of the relief. Among the restrictions was a requirement that, "The Petitioner shall file a Petition for Special Hearing on or before the 15th anniversary of this Order to extend the use beyond 1998." Apparently, Deputy Commissioner Jung decided that a review of the existing operation and its impacts on the surrounding locale should be periodically conducted.

As noted above, there were no Protestants present. Proffered testimony and evidence presented was that the mining operations have continued on the property without detrimental impact to any surrounding properties or land uses. Moreover, a copy of a Restrictive Covenant Agreement was offered which has been executed by the property owner and numerous community associations which are located within the area. That restricted covenant agreement provides that the subject site can continue to be operated as a quarry for a period ending no later than December 31, 2007. Other conditions and restrictions are contained within the body of the Restrictive Covenant Agreement.

Based upon the testimony and evidence presented, I am persuaded to grant the Petition for Special Hearing. Clearly, the use should be permitted to continue in accordance with the terms of the Restrictive Covenant Agreement. There is no evidence that this ongoing use is detrimental to the surrounding locale.

ORDER RECEIVED FOR FILING

Date

by

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons given above, the relief requested should be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner of Baltimore County this 7th day of August 1997 that, pursuant to the Petition for Special Hearing, approval to amend the special exception previously granted for the property in case No. 82-157-SPH, in accordance with restriction No. 1 in that Order, which granted the relief in the aforesaid case, be and is hereby GRANTED, subject, however, to the following restrictions:

1. The Petitioner is hereby made aware that proceeding at this time is at its own risk until such time as the 30 day appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioner would be required to return, and be responsible for returning, said property to its original condition.

2. The terms and conditions of the Restrictive Covenant Agreement, dated October 6, 1992, by and between The Arundel Corporation, Soldier's Delight Conservation, Inc., Berryman's Farm Community Association, Reisterstown-Owings Mills-Glyndon Coordinating Council and the Kiwanis Club of Reisterstown be and are hereby incorporated herein, as conditions precedent to the grant of the relief herein provided.


LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

ORDER RECEIVED FOR FILING

Date

By

LES:mmm



Baltimore County
Zoning Commissioner
Office of Planning

Suite 405, County Courts Bldg.
401 Bosley Avenue
Towson, Maryland 21204
410-887-4386

August 6, 1997

Robert A. Hoffman, Esquire
Venable, Baetjer and Howard LLP
210 Allegheny Avenue
Towson, Maryland 21204

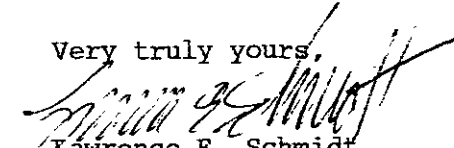
RE: Petition for Special Hearing
Case No. 97-565-SPH
Property: 300 ft. S of Nicodemus Rd., 2855 ft. SE of
Berrymans Lane
The Arundel Corporation, Petitioner

Dear Mr. Hoffman:

Enclosed please find the decision rendered in the above captioned case. The Petition for Special Hearing has been granted with restrictions.

In the event the decision rendered is unfavorable to any party, please be advised that any party may file an appeal within thirty (30) days of the date of the Order to the County Board of Appeals. If you require additional information concerning filing an appeal, please feel free to contact our Appeals Clerk at 887-3391.

Very truly yours,


Lawrence E. Schmidt
Zoning Commissioner

LES:mmm
att.

c: Johnny Johnson & Terry Caudill
The Arundel Corporation
P.O. Box 5000, Sparks, Md. 21152-5000



RE: PETITION FOR SPECIAL HEARING

SW/S Nicodemus Road (Delight Quarry), cor
NW/S Franklin Blvd and E/S Berryman's Ln
4th Election District, 3rd Councilmanic

The Arundel Corporation
Petitioner

BEFORE THE

ZONING COMMISSIONER

OF BALTIMORE COUNTY

CASE NO. 97-565-SPH

* * * * *

ENTRY OF APPEARANCE

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

Peter Max Zimmerman

PETER MAX ZIMMERMAN

People's Counsel for Baltimore County

Carole S. Demilio

CAROLE S. DEMILIO

Deputy People's Counsel

Room 47, Courthouse

400 Washington Avenue

Towson, MD 21204

(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 17th day of July, 1997, a copy of the foregoing Entry of Appearance was mailed to Robert A. Hoffman, Esquire, Venable, Baetjer and Howard, 210 Allegheny Avenue, P. O. Box 5517, Towson, MD 21204, attorney for Petitioners.

Peter Max Zimmerman

PETER MAX ZIMMERMAN



Petition for Special Hearing

565
97-565-SPH

to the Zoning Commissioner of Baltimore County

for the property located at 300' S of Nicodemus Road, 2,855' SE of
Berrymans Lane

which is presently zoned DR1, DR3.5,
DR10.5, D16, BM,
0-2

This Petition shall be filed with the Office of Zoning Administration & Development Management.

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made part of hereof, hereby petition for a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

Special hearing to amend the Special Exception in accordance with Restriction No. 1 in Case No. 82-157-SPH

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

I, or we, agree to pay expenses of above Special Hearing advertising, posting, etc., upon filing this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

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

Contract Purchaser/Lessee:

(Type or Print Name)

Signature

Address

City

State

Zipcode

Attorney for Petitioner:

Robert A. Hoffman
Venable, Baetjer and Howard, LLP

(Type or Print Name)

Signature

210 Allegheny Ave.

Address

(410) 494-6200

Phone No

Towson

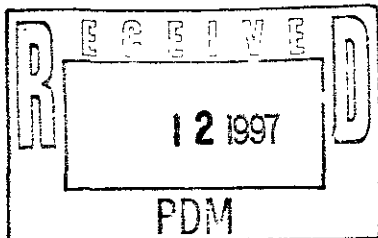
City

MD

State

21204

Zipcode



Legal Owner(s):

The Arundel Corporation

(Type or Print Name)

By:

Signature

Scott McCaleb, President

(Type or Print Name)

Signature

34 Loveton Circle
P.O. Box 5000

Address

410-329-3421

Phone No.

Sparks

City

MD

State

21152-5000

Zipcode

Name, Address and phone number of legal owner, contract purchaser or representative to be contacted.

Robert A. Hoffman
Venable, Baetjer and Howard, LLP

Name

210 Allegheny Ave, Towson, MD 21204

Address

(410) 494-6200

Phone No.

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING

unavailable for Hearing the following dates

Next Two Months

ALL

OTHER

REVIEWED BY:

DATE

DROP OFF
NO REVIEW

6/16/97
4CR

565

Description

97-565-SPH

To Accompany Petition for Special Exception

118.807 Acre Parcel

Southwest Side of Nicodemus Road

Northwest Side of Franklin Boulevard

Fourth Election District, Baltimore County, Maryland



Daft-McCune-Walker, Inc.

200 East Pennsylvania Avenue
Towson, Maryland 21286

<http://www.dmw.com>

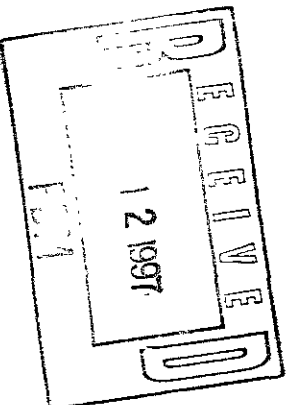
410 296 3333

Fax 410 296 4705

A Team of Land Planners,
Landscape Architects,
Engineers, Surveyors &
Environmental Professionals

Beginning for the same at the point formed by the intersection of the southwest ~~side~~ of Nicodemus Road with the northwest side of Franklin Boulevard and being at the end of the second of the two following courses and distances measured from the point formed by the intersection of the centerline of Nicodemus Road with the centerline of Franklin Boulevard (1)

Southwesterly 30 feet, and thence (2) Northwesterly 100 feet to the point of beginning, thence leaving said beginning point and binding on the said side of Franklin Boulevard, the nine following courses and distances, viz: (1) South 27 degrees 03 minutes 57 seconds West 429.34 feet, thence (2) South 25 degrees 26 minutes 12 seconds West 233.78 feet, thence (3) South 18 degrees 34 minutes 34 seconds West 234.74 feet, thence (4) South 09 degrees 43 minutes 49 seconds West 52.29 feet, thence (5) North 77 degrees 55 minutes 31 seconds West 11.99 feet, thence (6) South 09 degrees 43 minutes 49 seconds West 128.81 feet, thence (7) South 01 degree 07 minutes 08 seconds West 65.81 feet, thence (8) South 79 degrees 52 minutes 40 seconds East 11.70 feet, and thence (9) South 01 degree 07 minutes 08 seconds West 309.75 feet, thence leaving the said road and running the seven following courses and distances, viz: (10) South 78 degrees 57 minutes 52 seconds West 1858.64 feet, thence (11) North 03 degrees 51 minutes 34 seconds East 50.00 feet, thence (12) North 08 degrees 17 minutes 07 seconds West 295.18 feet, thence (13) North 03 degrees 51 minutes 34 seconds East 350.00 feet, thence

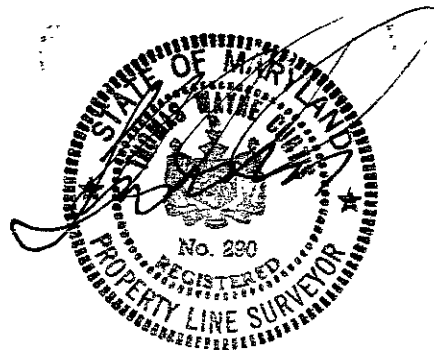
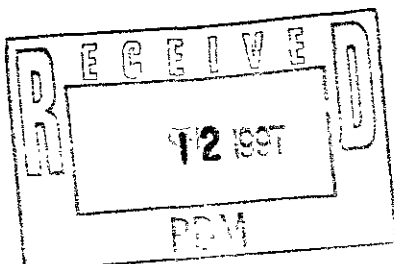


(14) North 80 degrees 15 minutes 18 seconds West 400.00 feet, thence (15) South 03 degrees 55 minutes 42 seconds West 400.00 feet, and thence (16) North 39 degrees 59 minutes 27 seconds West 22.00 feet to Berryman's Lane, thence running along said lane (17) North 03 degrees 55 minutes 42 seconds East 641.38 feet, thence continuing to run along a portion of the said Berrymans Lane (18) North 38 degrees 01 minute 18 seconds East 2801.37 feet, thence (19) South 82 degrees 21 minutes 04 seconds East 232.83 feet, thence (20) North 06 degrees 44 minutes 02 seconds West 100.04 feet to intersect the south side of the hereinmentioned Nicodemus Road, thence binding thereon the eight following courses and distances, viz: (21) South 64 degrees 07 minutes 08 seconds East 184.02 feet, thence (22) South 51 degrees 32 minutes 48 seconds East 286.80 feet, thence (23) South 28 degrees 51 minutes 41 seconds East 256.08 feet, thence (24) South 14 degrees 17 minutes 11 seconds East 492.04 feet, thence (25) North 73 degrees 29 minutes 32 seconds East 12.00 feet, thence (26) South 26 degrees 42 minutes 08 seconds East 216.74 feet, thence (27) South 42 degrees 07 minutes 10 seconds East 110.86 feet, and thence (28) South 53 degrees 49 minutes 28 seconds East 155.88 feet to the point of beginning; containing 118.807 acres of land more or less.

THIS DESCRIPTION HAS BEEN PREPARED FOR ZONING PURPOSES ONLY AND IS NOT INTENDED TO BEUSED FOR CONVEYANCE.

May 13, 1997

Project No. 91095 (L91095)



CERTIFICATE OF PUBLICATION

TOWSON, MD., July 10, 1997

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper published in Towson, Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on July 10, 1997.

THE JEFFERSONIAN,

A. Henickson

LEGAL AD. - TOWSON

NOTICE OF HEARING

The Zoning Commission of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified as follows:

Case: 88-157-SPH

Tract: 1000 sq. ft. (approx.)
SW 1/4 of Section 10, T10N, R10E, S10W, Baltimore County, Maryland
4th Election District
3rd Congressional District
Legal Owner(s): The Arnold Corporation

Special Hearing: to amend the special exception in accordance with restriction number 82-157-SPH.

Hearing: Monday, August 4, 1997 at 9:00 a.m., Room 407 Courts Bldg., 401 Bosley Avenue.

LAWRENCE E. SCHMIDT
Zoning Commissioner for Baltimore County

NOTES: (1) Hearings are special accommodations. Please Call (410) 887-3353.
(2) For information concerning the file and/or hearing, please Call (410) 887-3391.

7/17/97 July 10 6:15:58PM

**BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT**

No. **035882**

DATE 6/16/97 ACCOUNT 001-6150

AMOUNT \$ 250.00 (WCR)

RECEIVED FROM: Venable, Baetjer & Howard

FOR: #020 - VARIANCE ITEM #565

Delight Quarry drop-off -- no review
The Arundel Corp. - Legal Owner

DISTRIBUTION
WHITE: CASHIER

PINK: AGENCY

YELLOW: CUSTOMER

PAID RECEIPT
PROCESS ACTUAL TIME
6/16/1997 6/16/1997 14:23:58
REG 0501 CASHIER CLIN CNL DRAWER 1
MISCELLANEOUS CASH RECEIPT
Receipt # 013591
CR NO. 035882
\$250.00 CHECK: PNB
Baltimore County, Maryland

CASHIER'S VALIDATION

RE: Case No.: 97-565 SPH

Petitioner/Developer: DELIGHT QUARRY/ETAL
% ROB HOFFMAN, ESQ.

Date of Hearing/Closing: 8/4/97

Baltimore County Department of
Permits and Development Management
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, MD 21204

Attention: Ms. Gwendolyn Stephens

Ladies and Gentlemen:

This letter is to certify under the penalties of perjury that the necessary sign(s) required by law
were posted conspicuously on the property located at 3 LOCATIONS AT
QUARRY SITE - FRANKLIN BLVD / NICODEMUS RD.
& QUARRY ENTRANCES

The sign(s) were posted on 7/13/97
(Month, Day, Year)

Sincerely,

Patrick M. O'Keefe 7/15/97
(Signature of Sign Poster and Date)

Patrick M. O'Keefe

(Printed Name)

523 Penny Lane

(Address)

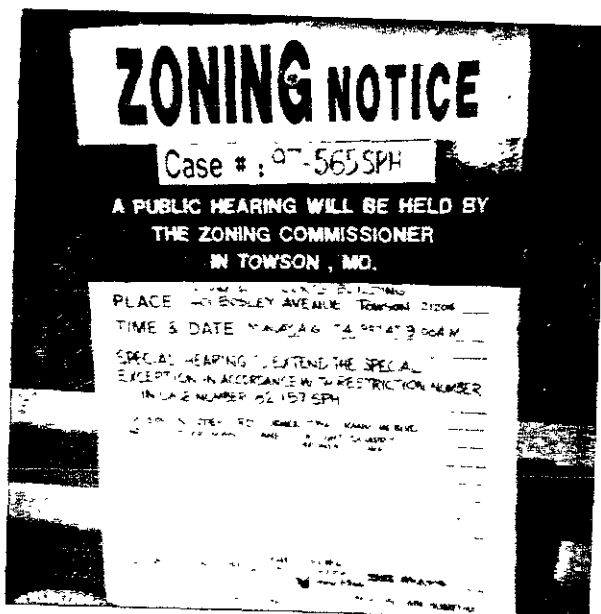
Hunt Valley, MD 21030

(City, State, Zip Code)

(410) 666-5366

(Telephone Number)

Pager (410) 646-8354



DELIGHT QUARRY

H-8/4/97



Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

June 16, 1997

Robert A. Hoffman, Esquire
Venable, Baetjer and Howard
210 Allegheny Avenue
Towson, MD 21204

RE: Drop-Off Petition (Item #565)
Delight Quarry
4th Election District

Dear Mr. Hoffman:

At the request of the attorney/petitioner, the above referenced petition was accepted for filing without a final filing review by the staff. Once a detailed review has been completed by the staff, those comments will be forwarded to you (hopefully before the hearing).

As Baltimore County is no longer responsible for posting properties, I have enclosed the proper forms pertaining to this. There is a form indicating the posting standards required by Baltimore County, as well as a list of vendors serving the Baltimore County area. The sign must contain the wording indicated on the "Zoning Notice" form and the certificate of posting must be completed by the poster and returned to Gwendolyn Stephens.

If you have any questions regarding the sign posting, please do not hesitate to contact Gwendolyn Stephens at 410-887-3391.

Very truly yours,

A handwritten signature in black ink, appearing to read "WCR/scj".

W. Carl Richards, Jr.
Zoning Supervisor
Zoning Review

WCR:scj

Enclosures



Request for Zoning: Variance, Special Exception, or Special Hearing

Date to be Posted: Anytime before but no later than _____

Format for Sign Printing, Black Letters on White Background:

ZONING NOTICE

Case No. 97-565-SPH

A PUBLIC HEARING WILL BE HELD BY
THE ZONING COMMISSIONER
IN TOWSON, MD

PLACE: _____

DATE AND TIME: _____

REQUEST: SPECIAL HEARING TO AMEND THE
SPECIAL EXCEPTION IN ACCORDANCE
WITH RESTRICTION NO. 1 IN CASE
NO. 82-157-SPH.

POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES NECESSARY.
TO CONFIRM HEARING CALL 887-3391.

DO NOT REMOVE THIS SIGN AND POST UNTIL DAY OF HEARING UNDER PENALTY OF LAW

HANDICAPPED ACCESSIBLE

TO: PUTUMENT PUBLISHING COMPANY

July 10, 1997 Issue - Jeffersonian

Please forward billing to:

Barbara Ormord
Venable Baetjer and Howard
210 Allegheny Avenue
Towson, MD 21204
410-494-6200

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 97-565-SPH

Delight Quarry

SW/S Nicodemus Road, corner NW/S Franklin Boulevard and E/S Berryman's Lane

4th Election District - 3rd Councilmanic

Legal Owner(s): The Arundel Corporation

Special Hearing to amend the special exception in accordance with restriction number 1 in case number 82-157-SPH.

HEARING: MONDAY, AUGUST 4, 1997 at 9:00 a.m., Room 407 Courts Building, 401 Bosley Avenue.

LAWRENCE E. SCHMIDT

ZONING COMMISSIONER FOR BALTIMORE COUNTY

NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, PLEASE CALL 887-3391.



Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

July 2, 1997

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 97-565-SPH

Delight Quarry

SW/S Nicodemus Road, corner NW/S Franklin Boulevard and E/S Berryman's Lane

4th Election District - 3rd Councilmanic

Legal Owner(s): The Arundel Corporation

Special Hearing to amend the special exception in accordance with restriction number 1 in case number 82-157-SPH.

HEARING: MONDAY, AUGUST 4, 1997 at 9:00 a.m., Room 407 Courts Building, 401 Bosley Avenue.

A handwritten signature in cursive script, appearing to read "Arnold Jablon".

Arnold Jablon
Director

cc: The Arundel Corporation
Robert A. Hoffman, Eq.

- NOTES: (1) YOU MUST HAVE THE ZONING NOTICE SIGN POSTED ON THE PROPERTY BY JULY 20, 1997.
(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.
(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THIS OFFICE AT 887-3391.





Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

July 29, 1997

Robert A. Hoffman, Esquire
Venable, Baetjer and Howard, LLP
210 Allegheny Avenue
Towson, MD 21204

RE: Item No.: 565
Case No.: 97-565-SPH
Petitioner: The Arundel Corporation

Dear Mr. Hoffman:

The Zoning Advisory Committee (ZAC), which consists of representatives from Baltimore County approval agencies, has reviewed the plans submitted with the above referenced petition, which was accepted for processing by Permits and Development Management (PDM), Zoning Review, on June 16, 1997.

Any comments submitted thus far from the members of ZAC that offer or request information on your petition are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. Only those comments that are informative will be forwarded to you; those that are not informative will be placed in the permanent case file.

If you need further information or have any questions regarding these comments, please do not hesitate to contact the commenting agency or Roslyn Eubanks in the zoning office (410-887-3391).

Sincerely,

A handwritten signature in black ink, reading "W. Carl Richards, Jr." in a cursive style.

W. Carl Richards, Jr.
Zoning Supervisor

WCR/re
Attachment(s)



_____ Attach original petition

~~Re~~ Date July 16, 1997

To: Arnold L. Jablon

From: R. Bruce Seeley *RS/97*

Subject: Zoning Item #565

Arundel Corporation

Zoning Advisory Committee Meeting of 6/30/97

- ☐ The Department of Environmental Protection and Resource Management has no comments on the above-referenced zoning item.
- ☐ The Department of Environmental Protection and Resource Management requests an extension for the review of the above-referenced zoning item to determine the extent to which environmental regulations apply to the site.
- ☒ The Department of Environmental Protection and Resource Management offers the following comments on the above-referenced zoning item:
 - ☒ Development of the property must comply with the Regulations for the Protection of Water Quality, Streams, Wetlands and Floodplains (Sections 14-331 through 14-350 of the Baltimore County Code).
 - ☒ Development of this property must comply with the Forest Conservation Regulations (Sections 14-401 through 14-422 of the Baltimore County Code).
 - ☐ Development of this property must comply with the Chesapeake Bay Critical Area Regulations (Sections 26-436 through 26-461, and other Sections, of the Baltimore County Code).
 - ☐



Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary
Parker F. Williams
Administrator

Ms. Roslyn Eubanks
Baltimore County Office of
Permits and Development Management
County Office Building, Room 109
Towson, Maryland 21204

RE: Baltimore County 7-1-97
Item No. 565 WCR

Dear Ms. Eubanks:

This office has reviewed the referenced item and we have no objection to approval as it does not access a State roadway and is not affected by any State Highway Administration projects.

Please contact Larry Gredlein at 410-545-5606 if you have any questions.

Thank you for the opportunity to review this item.

Very truly yours,

for Ronald Burns, Chief
Engineering Access Permits
Division

LG

My telephone number is _____

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

Baltimore County Government
Fire Department



700 East Joppa Road Suite 901
Towson, MD 21286-5500

(410) 887-4500

July 1, 1997

Arnold Jackson, Director
Planning Administration and Development Management
Baltimore County Office Building
Towson, MD 21204
RE: CTOP-1105

RE: Property Owner: SEE BELOW

Location: DISTRIBUTION METER C ON JUNE 11, 1997

Team No.: SEE BELOW Planning Agency: SEE BELOW

See Below:

As part of the CTOP-1105, the Baltimore County Office Building has been
relocated to the 900 East Joppa Road site. The relocation and
required to be completed. The final plans for
the project.

5. The final plans for the project have been submitted to the
IN REFERENCE TO THE FOLLOWING CTOP-1105.

564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576,

REVIEWER: LT. ROBERT W. BAUERHALE
Fire Marshal Office, PHONE 347-4101, 43-1101
11/1/97



BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits
and Development Management

DATE: July 2, 1997

FROM: Arnold F. "Pat" Keller, III, Director
Office of Planning

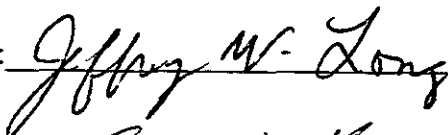
SUBJECT: Zoning Advisory Petitions

The Planning Office has no comments on the following petitions (s):

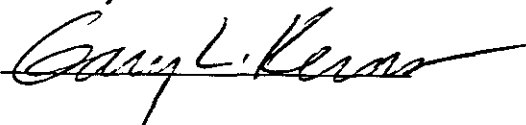
Item Nos. 565, 569, 570, 573, 574, 575, and 578

If there should be any questions or if this office can provide additional information, please contact Jeffrey Long in the Office of Planning at (401) 887-3495.

Prepared by:



Division Chief:



AFK/JL

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits & Development
Management

Date: July 9, 1997

FROM: *RWB* Robert W. Bowling, Chief
Development Plans Review Division

SUBJECT: Zoning Advisory Committee Meeting
for July 7, 1997
Item Nos. 565, 570, 571, 572, 573,
576, 577, 578

The Development Plans Review Division has reviewed the subject zoning item, and we have no comments.

RWB:HJO:jrb

cc: File



Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

July 11, 1997

Robert A. Hoffman, Esquire
Venable, Baetjer and Howard
210 Allegheny Avenue
Towson, MD 21204

RE: Drop-Off Petition Review (Item #565)
300' S of Nicodemus Road, 2855' SE of
Berrymans Lane
Delight Quarry
The Arundel Corporation, Legal Owner
4th Election District

Dear Mr. Hoffman:

At the request of the attorney/petitioner, the above referenced petition was accepted for filing without a final filing review by the staff. The plan was accepted with the understanding that all zoning issues/filing requirements would be addressed. A subsequent review by the staff has revealed unaddressed zoning issues and/or incomplete information. The following comments are advisory and do not necessarily identify all details and inherent technical zoning requirements necessary for a complete application. As with all petitions/plans filed in this office, it is the final responsibility of the petitioner to make a proper application, address any zoning conflicts and, if necessary, to file revised petition materials. All revisions (including those required by the hearing officer) must be accompanied by a check made out to Baltimore County, Maryland for the \$100.00 revision fee.

The referenced restriction #1 from case #82-157-SPH is not stated or clearly indicated as to what it limited or how it is being revised. The zoning petition is incomplete without this information. See the zoning hearing checklist for the required zoning history information necessary from the plan (to include what was granted, denied, all restrictions, and date of order). Staff contacted the petitioners' attorney by telephone on 7/2/97 for clarification of this issue and it was stated that the wording to "amend" should have been to "extend". The petitioners' attorney stated that the appropriate revisions will be made.

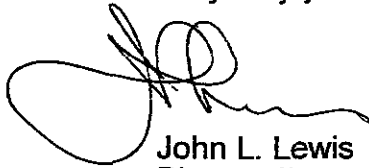


Robert A. Hoffman, Esquire
July 11, 1997
Page 2

The described acreage on the sealed description states the site area as 118.807 acres, which disagrees with the area shown on the sealed plan as 117 +/- acres. Correct plan or description to agree.

If you need further information or have any questions, please do not hesitate to contact me at 410-887-3391.

Very truly yours,

A handwritten signature in black ink, appearing to read 'John L. Lewis', with a large, stylized initial 'J' and a long, sweeping horizontal line extending to the right.

John L. Lewis
Planner II
Zoning Review

JLL:scj

Enclosure (receipt)

c: Zoning Commissioner

97-2803
VENABLE, BAETJER AND HOWARD, LLP
Including professional corporations

210 Allegheny Avenue
Post Office Box 5517
Towson, Maryland 21285-5517
(410) 494-6200, Fax (410) 821-0147
www.venable.com

OFFICES IN

MARYLAND
WASHINGTON, D.C.
VIRGINIA

Writer's Direct Number:
410-494-6201

VENABLE
ATTORNEYS AT LAW

6/12/97
8
June 12, 1997

Hand Delivery

Mr. Carl Richards
Department of Permits and Development Management
County Courts Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Re: Property Owner: The Arundel Corporation
Location: S of Nicodemus Road, 2,855' SE of Berrymans Lane
Petition for Special Hearing

Dear Mr. Richards:

I am hereby drop filing the enclosed Petitions for Zoning Variance and Special Hearing with regard to the above captioned property. The petitioner proposes to amend the special exception in accordance with Restriction No. 1 in Case No. 82-157-SPH. This request has not been previously reviewed by your office. Pursuant to Jim Thompson of Zoning Enforcement, this property is not in violation of any zoning laws. Enclosed are the following documents:

1. Petition for Special Hearing (3);
2. Zoning Description (3);
3. Site Plans (200' Scale Map) (12); and
4. Check in the amount of \$250.00

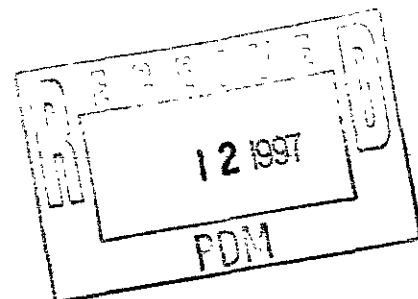
If you have any questions, please give me a call.

Sincerely,

Barbara W. Ormord

Barbara W. Ormord
Legal Assistant

cc: Robert A. Hoffman, Esquire



Restriction No 1. of 82-157-SPH
reads as follows:

The Petitioner petitioner shall file a petition for special hearing on
or before the 15 anniversary of this order to extend the use beyond
1998.

97-565-
SPH

TRANSFER TAX NOT REQUIRED
BALTIMORE COUNTY, MARYLANDPer Barbara HealyDate 11/10/92 Sec. 33-139

Agreement

RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT has been entered into on this 6th day of October, 1992, by and among THE ARUNDEL CORPORATION, a Maryland corporation (hereinafter called "Arundel"), and the MAZ
 SOLDIERS DELIGHT CONSERVATION, INC., BERRYMAN'S FARM COMMUNITY ASSOCIATION, REISTERSTOWN-OWINGS MILLS-GLYNDON COORDINATING COUNCIL, 5
 THE KIWANIS CLUB OF REISTERSTOWN, ~~DELIGHT MEADOWS RESIDENTS FOR~~ 73.00
~~REASONABLE GROWTH, and UNITED REISTERSTOWN RESIDENTS~~ FOR 0 #
 collectively called the "Community"). 11/10/92

RECITALS:

A. Arundel is the owner of approximately 117 acres of land 11/10/92 situated on the north side of Franklin Boulevard, the west side of Nicodemus Road and the east side of Berryman's Lane, in the Fourth Election District of Baltimore County, Maryland, as more fully shown on Exhibit A attached hereto (hereinafter called the "Property"). The majority of the Property presently has a zoning classification of R.C. 3 (Deferral of Planning and Development).

B. Arundel operates a quarry within the Property with related and ancillary uses, pursuant to a Special Exception granted in Case No. 65-378-RX by the Board of Appeals of Baltimore County, as extended by the Deputy Zoning Commissioner of Baltimore County in Case No. 82-157-SPH.

C. The Community is comprised of individual property owners, associations of property owners and business associations, whose properties or businesses are located in proximity to the Property.

RECEIVED FOR TRANSFER

State Department of
Assessment and Taxation
for Baltimore CountyAGREEMENT ON TRANSFER TAX
NOT REQUIREDSIGNATURE M. H. DATE 11-10-92

By

Date

D. The parties desire that Arundel phase-out the quarrying and ancillary uses within the Property, and Arundel is willing to do so provided (i) the Property obtains zoning reclassifications on the 1992 Comprehensive Zoning Map for Baltimore County (hereinafter called the "1992 Zoning Map"), in a manner as heretofore agreed upon by the parties and in accordance with, and as depicted on, the plat of the Property attached hereto as Exhibit A, and (ii) the approval by all applicable governmental agencies of the Surface Mining and Reclamation Plan (the "Mine Reclamation Plan") submitted by Arundel to the Maryland Department of Natural Resources and the issuance of all required authorizations, licenses and permits relating thereto, and the Reclamation Development Plan (the "Reclamation Development Plan") to be submitted by Arundel to the Baltimore County Office of Planning and Zoning and Planning Board.

E. The Community is willing to support the reclassifications and development of the Property in the manner heretofore agreed upon and hereinafter described, provided that the use of the Property is restricted in certain respects as hereinafter set forth.

WITNESSETH:

NOW, THEREFORE, IN CONSIDERATION of the premises described in the foregoing recitals, which recitals are fully incorporated as part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Phase-Out of Quarry and Ancillary Uses. Subject to the provisions of Paragraph 4 below, Arundel hereby covenants and agrees

that it will permanently and irrevocably terminate its quarrying and ancillary uses upon the Property by no later than December 31, 2007 (if such continued uses are permitted beyond 1998 by Special Exception). The parties acknowledge that the existing Special Exception permitting Arundel to conduct quarrying operations at the Property expires in 1998. If Arundel has not commenced development of the Property and wishes to continue to conduct quarrying operations as of the date of such expiration, Arundel shall be required to seek a renewal of the Special Exception from Baltimore County.

2. Use Restrictions. Subject to the provisions of Paragraph 5 below, Arundel covenants and agrees that the future use and development of the Property will be restricted in the following respects:

(a) The approximately 30 acres of land to be zoned DR 3.5, as identified on Exhibit A, shall be limited to single family detached dwellings, and shall not contain more than 100 dwelling units.

(b) The approximately 13 acres of land to be zoned DR 10.5, as identified on Exhibit A, shall be limited to single family attached dwellings (subject to Paragraph 8 below), and shall not contain more than 120 dwelling units.

(c) The approximately 16 acres of land to be zoned DR 16, as identified on Exhibit A, shall be limited to use for an elderly housing retirement village, and shall not contain more than 256 dwelling units.

(d) The approximately 18 acres of land to be zoned BM (Business, Major), as identified on Exhibit A, shall be limited to office space, which shall not exceed a total of 82,000 square feet of net leasable floor area, and retail space, which shall not exceed a total of 80,000 square feet of net leasable floor area, so that the Floor Area Ratio ("FAR") for the improvements to be constructed in this section shall not exceed 0.21. The office and retail uses permitted in this parcel to be zoned BM shall be limited to a hotel or inn and the uses permitted in the BL zone (Business, Light).

(e) The approximately 9 acres of land to be zoned O-2 (Office Park), as identified on Exhibit A, shall be used only for office space, research and development, or such other non-residential uses as are permitted in the O-2 zone, with a maximum net leasable floor area limited to 100,000 square feet, so that the FAR for the improvements to be constructed in this section shall not exceed 0.26.

(f) The approximately 31 acres of land to be zoned DR 1, as identified on Exhibit A, shall be used as community open space in the form of a lake and for active recreation, including but not limited to the area to be known as "Kiwanis Field", as described in Paragraph 9 below. No off-road vehicles shall be permitted within this 31-acre section, except on paved roads or parking areas. None of the density contained in the approximately 31 acres of land to be zoned DR 1 shall be transferrable to any other portions of the Property.

In addition to the restrictions described above, the future use and development of the Property shall be restricted by the provisions of the Reclamation Development Plan, which will incorporate the uses permitted under the then-current Baltimore County Zoning Regulations in effect at the time of the final approval of the Reclamation Development Plan by Baltimore County.

3. Architectural and Site Design.

(a) In order to provide for the preservation of values at the Property and to promote consistency and harmony in architectural and landscaping design and style, Arundel agrees prior to commencement of the development of the Property to establish an architectural review committee to review the plans and specifications for any proposed site work, landscaping or improvements, additions, renovations or modifications to be constructed on the Property. The architectural review committee shall from time to time adopt rules and regulations regarding the form and content of plans and specifications to be submitted for approval, and will publish such statements of policy, standards, guidelines and criteria relating to architectural and landscaping styles or details as it may consider necessary and appropriate. Prior to any such promulgation, the architectural review committee shall submit the proposed rules and regulations to the Community or to an architectural advisory board appointed by the Community, for their review and comment. In addition, the Community or its advisory committee shall have the right to participate in or provide input into the Baltimore County development process, including the

Community Input Meeting, or such other mechanism as then exists to obtain public comment, for any proposed improvements at the Property.

(b) If the architectural review committee fails to approve or disapprove any proposed site work, landscaping, improvements, additions, renovations or modifications within sixty (60) days after the plans and specifications therefore have been submitted to it, approval shall be deemed to have been given. Construction in accordance with plans and specifications approved by the architectural review committee shall be commenced within twelve (12) months following the date upon which all required grading and building permits have been issued, and shall be substantially completed within such period as the architectural review committee shall specify in its approval. If construction is not commenced within the 12 months after obtaining all required grading and building permits, approval of the plans and specifications by the architectural review committee shall be conclusively deemed to have lapsed and compliance with the provisions in this paragraph shall again be required. There shall be no material deviation from the plans and specifications approved by the architectural review committee, without prior written consent. The architectural review committee shall have the right to charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this paragraph.

4. Community Support. In consideration of Arundel's agreements set forth in Paragraphs 1, 2 and 3 above, the Community

hereby covenants and agrees to support actively the zoning reclassifications of the Property as depicted on Exhibit A, and the Mine Reclamation Plan and the Reclamation Development Plan of Arundel for the Property before the Maryland Department of Natural Resources, the Office of Planning and Zoning and the Planning Board for Baltimore County, the Baltimore County Department of Environmental Protection and Resource Management, the Baltimore County Council, and any and all other governmental bodies or agencies, including but not limited to appeals and any other action at any administrative or judicial level. Arundel agrees to request from the Community only such reasonable support as may be required by applicable governmental authorities, including by way of example and not of limitation, that duly authorized representatives of the Community write such letters or attend such hearings as may be requested by such authorities to evidence the Community's support.

It is expressly understood and agreed that the development plans contemplated by Exhibit A that require approval under the Baltimore County Development Regulations shall have the support of the Community for the uses of the Property permitted by the zoning and permitted under the use restrictions contained in this Agreement, in the locations and comprised of the acreages set forth in this Agreement and on Exhibit A, subject to the provisions of Paragraph 8 below. In addition, the Community shall support the Mine Reclamation Plan, the Reclamation Development Plan and any zoning approvals necessary to effectuate the development of the Property described hereinabove. However, such support shall not

preclude the exercise by the undersigned parties of the continuing right to participate in or provide input to any other matter in the development approval process or in any other proceedings with respect to necessary approvals for the development plans, unless proscribed herein. Arundel shall provide the undersigned parties, by first class certified mail, return receipt requested or hand-delivery, to their last known addresses, with a copy of the plan prepared for development plan approval at least thirty (30) days prior to filing for development plan approval.

5. Conditions Precedent. The undertakings of Arundel set forth in Paragraphs 1, 2 and 3 above are subject to the following conditions precedent, and Arundel shall have the right to terminate this Agreement by executing and recording a Declaration of Termination in the Land Records of Baltimore County, if the conditions precedent are not satisfied within fifteen (15) years from the date hereof:

a. The zoning reclassifications of the Property as depicted on Exhibit A shall have become legally binding, enforceable and non-appealable pursuant to the 1992 Comprehensive Zoning Map process;

b. Arundel shall have received all necessary approvals, licenses and permits from the State of Maryland and from Baltimore County for the closure of the quarry and the reclamation of the Property, including but not limited to the Mine Reclamation Plan and the Reclamation Development Plan, and for the development of the Property in accordance with the zoning classifications described

hereinabove, as permitted and limited by the current Baltimore County Zoning Regulations and the use restrictions contained in this Agreement; and

c. There shall have been no further changes in the zoning reclassifications depicted on Exhibit A prior to the time that Arundel has received all of the approvals, licenses and permits described in paragraph (b) above, unless Arundel determines in the exercise of its reasonable judgment that such changes will not materially adversely affect Arundel's ability to develop all or any portion of the Property for the uses or to the currently-permitted density provided in Paragraph 2 above.

6. Failure of Contingencies. If the conditions precedent described in Paragraph 5 above are not satisfied and this Agreement is terminated as a result thereof, Arundel agrees to reconvene the Community as an advisory group to discuss and formulate alternative proposals for the development of the Property, with the intention of entering into an appropriate restrictive covenant agreement or similar document to evidence the agreement of the parties.

7. Renewal of Reclamation Development Plan. It is contemplated that the approvals from Baltimore County referred to in Paragraph 5(b) above shall provide for renewal of the Reclamation Development Plan. The parties are desirous of assuring that any approved Reclamation Development Plan consistent with the uses and development described in this Agreement has an effective term of at least twenty-five (25) years from the date of this Agreement. Accordingly, Arundel hereby agrees that, if permitted by law, it

will seek renewal of the approved Reclamation Development Plan by making the necessary filing prior to the expiration of its 15-year term.

8. Adjustments to Parcels. The parties agree that Arundel shall have the right to reconfigure or adjust the boundary lines of the areas to be rezoned as described in Paragraph 2 above, if required by any governmental agency or if deemed necessary or desirable by Arundel to facilitate the approvals of the zoning reclassifications or facilitate the development of the Property as described in this Agreement. In no event, however, shall such reconfigurations or adjustments result in a change in the total acreage contained in each of the areas to be rezoned, or result in a change in the density or permitted number of dwelling units or net leasable floor area permitted in each area under this Agreement. If Arundel reconfigures or adjusts any of the boundary lines of such areas, Arundel shall promptly provide the undersigned parties with a copy of a revised Exhibit A showing the reconfigured or adjusted boundary lines.

9. Fire Station. Arundel presently intends to provide a portion of the land located in the approximately 13 acre parcel to be zoned DR 10.5 for construction of a fire station. Arundel agrees to notify the undersigned parties of the proposed location for the fire station, either on the Property or elsewhere, at such time as an agreement is reached with Baltimore County.

10. Kiwanis Field. Upon satisfaction of all of the conditions precedent described in Paragraph 5 above, Arundel agrees to convey

to the Reisterstown Kiwanis, in fee simple for no monetary consideration, the area designated as the "Kiwanis Field" on Exhibit A attached hereto. In the event the Reisterstown Kiwanis do not wish to accept such conveyance, or at any time in the future no longer wish to maintain ownership of the Kiwanis Field, the Kiwanis Field shall be conveyed in fee simple for no monetary consideration to the Baltimore County Department of Recreation and Parks. The owner of the Kiwanis Field shall be responsible at all times for the maintenance of the Kiwanis Field and the construction and maintenance of any facilities located thereon.

11. BG&E Right-Of-Way. The parties agree to cooperate fully in requesting permission from the Baltimore Gas & Electric Company ("BG&E") to permit the public to use a portion of BG&E's existing right-of-way across the Property, as shown on Exhibit A attached hereto, for a trail as part of the Baltimore County Greenway Program. If BG&E does not grant such permission, or such permission is subject to conditions which are unacceptable to the parties, or the use of BG&E's right-of-way is otherwise not feasible or desirable, the parties agree to cooperate fully and use all reasonable efforts to designate an alternative area to be used as a trail across the Property as part of the Baltimore County Greenway Program. The parties agree that they will attempt to locate the Greenway trail so that it enters the Property through the southeast corner, connects into the trail to be provided around the lake, and then extends from the trail around the lake and exits the Property through the northwest corner.

12. Binding Effect; Enforcement.

(a) The obligations, covenants and restrictions of Arundel set forth herein are intended to run with and be binding upon the Property, Arundel, its successors, assigns and the grantees of all or any portion of the Property, and are intended to inure to the benefit of and be enforceable by any individual property owner, association of property owners or business association comprising the Community, as well as their respective heirs, personal representatives, successors and the grantees of their respective properties; PROVIDED, however, that the restrictions and obligations contained in Paragraphs 1 and 2 above shall continue in full force and effect for a period of twenty-five (25) years from the date of this Agreement and thereafter shall be null and void.

(b) The agreements, obligations and covenants of the Community set forth herein are intended to run with and be binding upon the respective properties of the individual property owners who have signed this Agreement and shall be jointly and severally binding upon the individual property owners who have signed this Agreement, their respective heirs, personal representatives, successors, assigns and the grantees of their respective properties, and each association of property owners or business association comprising the Community, their respective successors and assigns; and, the same shall be binding upon and inure to the benefit of and be enforceable by Arundel, its successors, assigns and the grantees of all or any portion of the Property.

(c) If Arundel, its successors or assigns is found to have breached any of their obligations under this Agreement pursuant to any form of dispute resolution, including but not limited to a court of law, administrative proceeding, mediation or arbitration, Arundel, its successors or assigns shall reimburse the aggrieved party bringing such action for any costs or expenses incurred by such party, including court costs and reasonable attorneys' fees. If it is determined that Arundel, its successors or assigns have not breached any of Arundel's obligations under this Agreement, each party to such action shall be responsible for their own costs and expenses, including attorneys' fees.

13. Authority. Arundel, and each Association executing this Agreement, hereby warrants and represents that all necessary action required to be taken by their respective charters, by-laws or other organizational documents to authorize the execution of this Agreement has been taken.

14. Survivability. The failure to enforce or the declaration of invalidity of any covenant, restriction or condition shall not constitute the waiver or estoppel of the right to enforce any other covenant, restriction or condition of this Agreement.

15. Time. Time is of the essence of this Agreement.

16. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one original.

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

ATTEST:

THE ARUNDEL CORPORATION,
P.O. Box 5000
34 Loveton Circle
Sparks, Maryland 21152-5000

[Signature]

By: *Thom S. Balch* (SEAL)

WITNESS:

SOLDIERS DELIGHT CONSERVATION, INC.

J. Michael Brenna

By: *Mary G. Lewis* (SEAL)

BERRYMAN'S FARM COMMUNITY ASSOCIATION

J. Michael Brenna

By: *Jm Curley* (SEAL)

REISTERSTOWN-OWINGS MILLS-GLYNDON
COORDINATING COUNCIL

J. Michael Brenna

By: *Luzia C. Canady* (SEAL)

THE KIWANIS CLUB OF REISTERSTOWN

J. Michael Brenna

By: *[Signature]* (SEAL)

~~DELIGHT MEADOWS RESIDENTS FOR
REASONABLE GROWTH~~

By: _____ (SEAL)

~~UNITED REISTERSTOWN RESIDENTS~~

By: _____ (SEAL)

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 1992, before me, a Notary Public in and for the State aforesaid, personally appeared Thompson S. Baker II, who acknowledged himself to be the President of THE ARUNDEL CORPORATION, and acknowledged that he executed the within Restrictive Covenant Agreement for the reasons recited therein on behalf of The Arundel Corporation as its duly authorized officer.

AS WITNESS my hand and notarial seal.

Robert James Garrett
Notary Public

My Commission Expires: July 1, 1993

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 1992, before me, a Notary Public in and for the State aforesaid, personally appeared Mary A. Lewis, who acknowledged himself/herself to be the President of SOLDIERS DELIGHT CONSERVATION, INC., a body ^{vice} corporate, and that ~~he~~/she, as such Vice President, being authorized so to do, executed the foregoing Restrictive Covenant Agreement for the purposes therein contained, by signing the name of the Corporation by ~~himself~~/herself as Vice President.

AS WITNESS my hand and notarial seal.

Robert James Garrett
Notary Public

My Commission Expires: July 1, 1993

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 1992, before me, a Notary Public in and for the State aforesaid, personally appeared F. Michael Curley, who acknowledged himself/herself to be the President of BERRYMAN'S FARM COMMUNITY ASSOCIATION, a body corporate, and that he/she, as such President, being authorized so to do, executed the foregoing Restrictive

Covenant Agreement for the purposes therein contained, by signing the name of the Corporation by himself/herself as President.

AS WITNESS my hand and notarial seal.

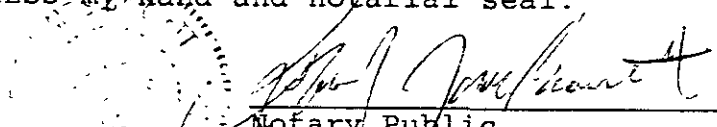

Notary Public

My Commission Expires: July 1, 1993

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 1992, before me, a Notary Public in and for the State aforesaid, personally appeared Lucrezia Canada, who acknowledged himself/herself to be the President of REISTERSTOWN-OWINGS MILLS-GLYNDON COORDINATING COUNCIL, a body corporate, and that he/she, as such President, being authorized so to do, executed the foregoing Restrictive Covenant Agreement for the purposes therein contained, by signing the name of the Corporation by himself/herself as President.

AS WITNESS my hand and notarial seal.


Notary Public

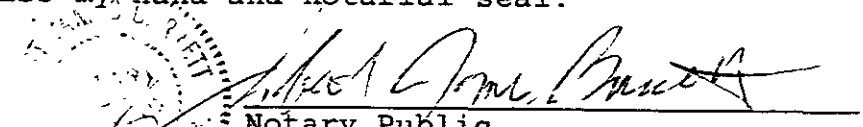
My Commission Expires: July 1, 1993

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 1992, before me, a Notary Public in and for the State aforesaid, personally appeared ERIC C THOMAS, who acknowledged himself/herself to be the President of THE KIWANIS CLUB OF REISTERSTOWN, a body corporate, and that he/she, as such President, being authorized so to do, executed the foregoing Restrictive Covenant Agreement for the purposes therein contained, by signing the name of the Corporation by himself/herself as President.

Director

AS WITNESS my hand and notarial seal.


Notary Public

My Commission Expires: July 1, 1993

RENTALS

2600

BALTIMORE
Ave

DR 3.5

SINGLE FAMILY
DETACHED
30 ac. ±
105/100

COMPANY RESTRICTIVE
GREENMENT

DELIGHT QUARRY
AND USE DESIGNATIONS

DR 10.5
13 ac. ±

SINGLE FAMILY
ATTACHED

136/120

POWER

ACTIVE
RECREATION
8 ac. ±

TOWNS FIELD

EASEMENT

DR 1

LAKE
23 ac. ±

VILLAGE CENTER
RETAIL 80,000 SF.
OFFICE 82,000 SF.

BM
18 ac. ±

DR 16
16 ac. ±
ELDERLY HOUSING
VILLAGE
256/256

O-2
9 ac. ±

EMPLOYMENT
CENTER
100,000 SF.

MCODENS

RAMP

ROAD

RAMP

BLVD

PRESSWAY

MC

ZONING DESIGNATION	ACREAGE	MAXIMUM PERMITTED DENSITY BY COVENANT RESTRICTION
DR 13.5	30 ±	100 DUS
DR 10.5	12 ±	120 DUS
DR 16	16 ±	256 DUS
BM	18 ±	OFFICE: 80,000 SF. RETAIL: 80,000 SF.
O-2	9 ±	100,000 SF.
DR 1 (LAKE)	23 ±	NA
DR 1	8 ±	NA
TOTAL	117 ±	

NOTES

- 1) TOTAL SITE AREA: 117 ac. ±
 - 2) EXISTING ZONING: PC-3
 - 3) PROPOSED ZONING: AS SHOWN
 - 4) TAX MAP: 57 PARCEL: 68
 - 5) COUNCILMANIC DISTRICT: 3d
- 4) THE FINAL LOCATION OF THE ZONING BOUNDARY LINES MAY BE ALTERED SLIGHTLY TO ACCOMMODATE TOPOGRAPHY, ROAD ALIGNMENTS AND/OR PARCEL BOUNDARY CHANGES BASED UPON ACTUAL SURVEY. HOWEVER, IN NO EVENT SHALL THE TOTAL AREA OF THE SITE BE LESS THAN THE TOTAL AREA OF THE EXISTING ZONING DISTRICT. THE TOTAL AREA OF THE ZONING DISTRICTS AS SHOWN ON THIS MAP IS NOT TO BE USED AS A BASIS FOR DETERMINING THE TOTAL AREA OF THE ZONING DISTRICTS. THE TOTAL AREA OF THE ZONING DISTRICTS AS SHOWN ON THIS MAP IS NOT TO BE USED AS A BASIS FOR DETERMINING THE TOTAL AREA OF THE ZONING DISTRICTS.

