

IN RE: PETITION FOR SPECIAL HEARING
E/S Garrison Forest Road, 470' W of the
c/l Golf Course Road West
(3132 Golf Course Road West)
3rd Election District
3rd Councilmanic District

John Stewart Morton, Jr., et ux
Petitioners

* BEFORE THE
* ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* Case No. 00-002-SPH
*

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of a Petition for Special Hearing filed by the owners of the subject property, John S. Morton, Jr., and his wife, Lettice L. Morton. The Petitioners request a special hearing to approve the non-density transfer of 0.344 acres, more or less, to an adjoining property owner. The subject property and relief sought are more particularly described on the site plan submitted which was accepted into evidence and marked as Petitioner's Exhibit 1.

Appearing at the requisite public hearing held in this case were John S. Morton, Jr., property owner, Thornley A. Hart, the recipient of the non-density parcel under consideration, and Bruce E. Doak, Registered Property Line Surveyor who prepared the site plan for this property. There were no Protestants or other interested persons present.

An examination of the site plan, as well as testimony and evidence offered, revealed that the non-density parcel under consideration is .344 acres in area, zoned R.C.5, and is part of a larger tract owned by John S. Morton, Jr. and his wife, Lettice L. Morton. The Morton parcel, in its entirety, is approximately 7.5 acres in area and is improved with a 2½ story single family dwelling, which bears the address 3132 Golf Course Road West. The property is located in a community of substantial homes on large, single family lots. Mr. & Mrs. Morton are under contract to sell their property, along with the improvements thereon, to Bartholomew W. O'Malley, and his wife, Anne O'Malley. However, prior to that conveyance, Mr. & Mrs. Morton agreed to sell .344 acres of their property to the adjacent property owners, Thornley A. Hart, and his wife, Barbara I. Hart. The Hart property is approximately 2.3 acres in area, zoned R.C.5, and is improved with a single family dwelling, known as 3126 Golf Court Road West.

ORDER RECEIVED FOR FILING
Date 8/21/89
By [Signature]

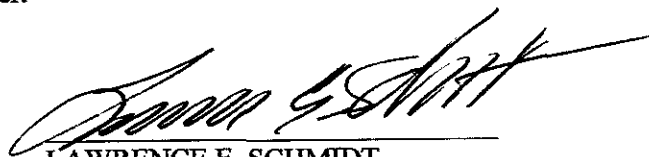
Photographs submitted at the hearing show that the non-density parcel is wooded and unimproved. Apparently, Mr. & Mrs. Hart wish to acquire this parcel for the purpose of obtaining a larger buffer area for their property. There is no transfer of any development rights, or rights of subdivision associated with this transfer; the sale is solely to provide the Harts with a larger side yard and to provide a screened buffer area between their property and the Morton/O'Malley tract.

There were no adverse Zoning Plans Advisory Committee (ZAC) comments and no one appeared in opposition to the request. In that the purpose of the transfer is extremely limited, and there will be no conveyance of any rights of subdivision or purposes of development, I am persuaded to grant the relief requested. In my judgment, the proposed non-density transfer is appropriate and will not detrimentally impact either of the two properties under consideration, nor any other tract in the community. Thus, the Petition for Special Hearing shall be approved.

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

31st THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this day of August, 1999 that the Petition for Special Hearing to approve the non-density transfer of .344 acres, more or less, zoned R.C.5 to an adjoining property owner, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject to the following restrictions:

- 1) The Petitioners are hereby made aware that proceeding at this time is at their own risk until the 30-day appeal period from the date of this Order has expired. If an appeal is filed and this Order is reversed, the relief granted herein shall be rescinded.
- 2) The relief granted herein is for non-density purposes. There are no rights of subdivision or development purposes associated with this transfer.
- 3) When applying for any permits, the site plan filed must reference this case and set forth and address the restrictions of this Order.


LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

ORDER RECEIVED FOR FILING
Date 8/31/99
BY [Signature]



Baltimore County
Zoning Commissioner

Suite 405, County Courts Bldg.
401 Bosley Avenue
Towson, Maryland 21204
410-887-4386
Fax: 410-887-3468

August 31, 1999

Mr. & Mrs. John S. Morton, Jr.
3132 Golf Course Road West
Owings Mills, Maryland 21117

RE: PETITION FOR SPECIAL HEARING
E/S Garrison Forest Road, 470' W of the c/l Golf Course Road West
(3132 Golf Course Road West)
3rd Election District - 3rd Councilmanic District
John S. Morton, Jr., et ux - Petitioners
Case No. 00-002-SPH

Dear Mr. & Mrs. Morton:

Enclosed please find a copy of the decision rendered in the above-captioned matter. The Petition for Special Hearing has been granted, in accordance with the attached Order.

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Zoning Administration and Development Management office at 887-3391.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lawrence E. Schmidt".

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

cc: Mr. Bruce E. Doak, Gerhold, Cross & Etzel
320 E. Towsontown Boulevard, Towson, Md. 21286
Mr. & Mrs. Thornley A. Hart
3126 Golf Course Road West, Owings Mills, Md. 21117
People's Counsel; Case File





Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 3132 Golf Course Road West
which is presently zoned R.C. 5

This Petition shall be filed with the Department of Permits and 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 a part 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

the non-density transfer of a parcel of land containing 0.344 of an acre, more or less, to an adjoining property owner.

Property is to be posted and advertised as prescribed by the zoning regulations.

I, or we, agree to pay expenses of above Special Hearing, advertising, posting, etc. and further agree to and are to be bounded 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:

Name - Type or Print

Signature

Address

Telephone No.

City

State

Zip Code

Attorney For Petitioner:

Name - Type or Print

Signature

Company

Address

Telephone No.

State

Zip Code

Legal Owner(s):

JOHN STEWART MORTON, JR.

Name - Type or Print

Signature

Name - Type or Print

Signature

JOHN STEWART MORTON, JR.

Address

3132 GOLF COURSE RD. WEST
OWINGS MILLS, MD 21117

Telephone No.

City

State

Zip Code

Representative to be Contacted:

Bruce E. Doak (Gerhold, Cross & Etzel)

Name

320 E. Towsontown Blvd. (410)-823-4470

Address

Telephone No.

Towson, Maryland

21286

City

State

Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING _____

UNAVAILABLE FOR HEARING _____

Reviewed By JCM Date 7-1-99

Case No. 00-2-SAT

ORDER RECEIVED FOR FILING
6/3/99
Date
BY

GORDON T. LANGDON
EDWARD F. DEIACO-LOHR
BRUCE E. DOAK

GERHOLD, CROSS & ETZEL, LTD.

Registered Professional Land Surveyors

SUITE 100
320 EAST TOWSONTOWN BOULEVARD
TOWSON, MARYLAND 21286-5318

410-823-4470
FAX 410-823-4473

EMERITUS
PAUL G. DOLLENBERG
FRED H. DOLLENBERG
CARL L. GERHOLD
PHILIP K. CROSS
OF COUNSEL
JOHN F. ETZEL
WILLIAM G. ULRICH

July 1, 1999

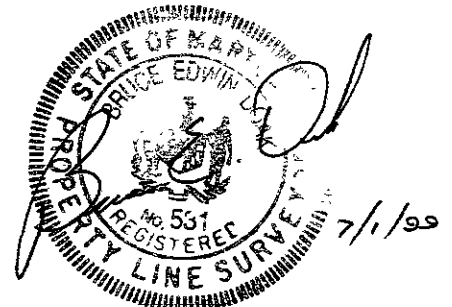
Zoning Description
0.344 Acre, More or Less, Parcel of Land

Beginning for the same at a point South 45 degrees 51 minutes 34 seconds West 28.39 feet, from a point North 51 degrees 31 minutes 42 seconds West 470 feet, more or less, from a point in the centerline of Golf Course Road, said point being northerly 850 feet, more or less, along the centerline of Golf Course Road from the intersection of the centerline of Chittenden Lane and Golf Course Road, running thence 1) South 55 degrees 16 minutes 19 seconds West 89.56 feet, 2) North 76 degrees 02 minutes 15 seconds West 147.64 feet, 3) North 23 degrees 22 minutes 20 seconds East 115.08 feet, 4) South 56 degrees 30 minutes 30 seconds East 111.53 feet, and 5) South 69 degrees 51 minutes 14 seconds East 83.31 feet, to the place of beginning;

Containing 0.344 Acres of land, more or less.

This description only satisfies the requirements of the office of zoning and is not intended to be used for conveyance purposes.

2



00-002.SPH

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

No. 070420

DATE

7-1-99

ACCOUNT

2
FBI-6150

AMOUNT \$

SP. 0000

RECEIVED FROM:

J. Morton

3132

6064

6064

FOR:

(630) SPH

00.002.SPH

DISTRIBUTION
WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

JCM

CASHIER'S VALIDATION

FILED RECEIPT

7/1/99

7/1/99

7/1/99

7/1/99

7/1/99

7/1/99

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**NOTICE OF ZONING
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: #00-002-SPH
3132 Golf Course Road West
NW/S Golf Course Road (rear)
800' +/- NE of Chittenden Ln
3rd Election District
3rd Councilmanic District
Legal Owner(s):
Lettice Lee Morton &
John Stewart Morton, Jr.

Special Hearing: to approve
the non-density transfer of
.344 acre, more or less, to an
adjoining property owner
Hearing: Friday, August 20,
1999 at 11:00 a.m. in Room
487, County Courts Bldg.,
401 Bosley Avenue.

LAWRENCE E. SCHMIDT
Zoning Commissioner for
Baltimore County

NOTES: (1) Hearings are
Handicapped Accessible; for
special accommodations
Please Contact the Zoning
Commissioner's Office at
(410) 887-4386.

(2) For information concern-
ing the File and/or Hearing,
Contact the Zoning Review Of-
fice at (410) 887-3391.
8/04/ August 5 C329792

CERTIFICATE OF PUBLICATION

TOWSON, MD., 8/5/, 1999

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 8/5/, 1999.

THE JEFFERSONIAN,

S. Wilkinson

LEGAL ADVERTISING

CERTIFICATE OF POSTING

Les 8/20/99

Granted 8/31/99

RE Case No.: 00-002-SPH

Petitioner/Developer: MORTON, ETAL
% BRUCE DOAK

Date of Hearing/Closing: 8/20/99

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 #3132 GOLF COURSE RD. W.

The sign(s) were posted on 8/5/99
(Month, Day, Year)

Sincerely,

Patrick M O'Keefe 8/11/99
(Signature of Sign Poster and Date)

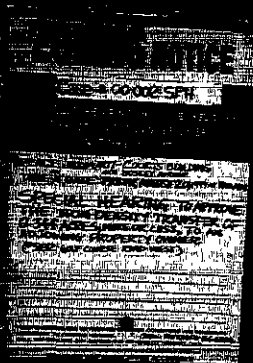
PATRICK M. O'KEEFE
(Printed Name)

523 PENNY LANE
(Address)

HUNT VALLEY, MD. 21030
(City, State, Zip Code)

410-666-5366 ; CELL 410-905-8571
(Telephone Number)

FIXED SIGN.



CERTIFICATE OF POSTING

RE: Case No. 00-002-SPH
Petitioner/Developer: MORTON, ETAL
G.C.F.E. (BRUCE DOAK)
Date of Hearing/Closing: 8/20/99

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 # 3132 GOLF COURSE RD.

The sign(s) were posted on _____

8/4/99
(Month, Day, Year)

Sincerely,

Patrick M. O'Keefe 8/6/99
(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 ; CELL-410-905-8571
(Telephone Number)

ZONING NOTICE

Case # 00-002-SPH

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

PLACE: ROOM 407 - COURTS BUILDING
401 BOSLEY AVENUE
TIME & DATE: FRIDAY, AUGUST 20, 1999 AT 11:00 A.M.

SPECIAL HEARING TO APPROVE
THE NON-DENSITY TRANSFER OF
0.344 ACRES, MORE OR LESS, TO AN
ADJOINING PROPERTY OWNER.
(*3132 GOLF COURSE ROAD WEST)

POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES
NECESSARY TO CONFORM HEARING
CALL 800-235-7100 THE DAY BEFORE THE SCHEDULED HEARING DATE
IN THE EVENT THAT SIGN & ANY OTHER SIGN OF HEARING TAKEN WITHIN 24 HRS. DATE
HEARINGS ARE HANDICAPPED ACCESSIBLE

**DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT
ZONING REVIEW**

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighbor property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least fifteen (15) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.

For Newspaper Advertising:

Item Number or Case Number: 2
Petitioner: John STEWART MORTON, JR.
Address or Location: 3132 GOLF COURSE RD. WEST, OWINGS MILLS, MD. 21117

PLEASE FORWARD ADVERTISING BILL TO:

Name: _____
Address: Me
Telephone Number: (410) 823-4470

Revised 2/20/98 - SCJ

00.002.SPH

TO: PATUXENT PUBLISHING COMPANY
Thursday, August 5, 1999 – Jeffersonian

Please forward billing to:

John Stewart Morton, Jr.
3132 Golf Course Road West
Owings Mills, MD 21117

410-823-4470

NOTICE OF ZONING 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: 00-002-SPH

3132 Golf Course Road West

NW/S Golf Course Road (rear), 800' +/- NE of Chittenden Lane

3rd Election District – 3rd Councilmanic District

Legal Owner: Lettice Lee Morton & John Stewart Morton, Jr.

Special Hearing to approve the non-density transfer of .344 acre, more or less, to an adjoining property owner.

HEARING: Friday, August 20, 1999 at 11:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue



Lawrence E. Schmidt

LAWRENCE E. SCHMIDT
ZONING COMMISSIONER FOR BALTIMORE COUNTY

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
- (2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.



Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
pdmlandacq@co.ba.md.us

July 27, 1999

NOTICE OF ZONING 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: 00-002-SPH
3132 Golf Course Road West
NW/S Golf Course Road (rear), 800' +/- NE of Chittenden Lane
3rd Election District – 3rd Councilmanic District
Legal Owner: Lettice Lee Morton & John Stewart Morton, Jr.

Special Hearing to approve the non-density transfer of .344 acre, more or less, to an adjoining property owner.

HEARING: Friday, August 20, 1999 at 11:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue

Arnold Jablon
Director

c: Lettice & John Morton, Jr., 8132 Golf Course Road West, Owings Mills 21117
Bruce Doak, Gerhold Cross & Etzel, 320 E. Towsontowne Boulevard, Towson 21286

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY AUGUST 5, 1999.**
- (2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
- (3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

Come visit the County's Website at www.co.ba.md.us





Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
pdmlandacq@co.ba.md.us

August 13, 1999

Mr. Bruce E. Doak
Gerholdm Cross & Etzel
320 E. Towsontown Blvd.
Towson, MD 21286

Dear Mr. Doak:

RE: Case No.: 00-002-SPH, Petitioner: John Stewart Morton, Jr., et ux,
Location: 3132 Golf Course Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM), on July 1, 1999.

The Zoning Advisory Committee (ZAC), which consists of representatives from several Baltimore County approval agencies, has reviewed the plans that were submitted with your petition. All comments submitted thus far from the members of the ZAC are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to ensure 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. All comments 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.

Very truly yours,

A handwritten signature in dark ink, appearing to read "W. Carl Richards, Jr.", followed by a stylized flourish.

W. Carl Richards, Jr.
Zoning Supervisor
Zoning Review

WCR:ggs

Enclosures

Come visit the County's Website at www.co.ba.md.us



Printed with Soybean Ink
on Recycled Paper

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

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

Date: August 4, 1999

FROM: Robert W. Bowling, Supervisor *RWB/DNK*
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
for July 26, 1999
Item Nos. 525, 526, 528, 529, 530,
531, 532, 001, 002, 003, 004, 005,
006, 007, 009, 010, 011, 012, 013,
and 014

The Bureau of Development Plans Review has reviewed the subject zoning items, and we have no comments.

RWB:HJO:jrb

cc: File

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

Date: July 26, 1999

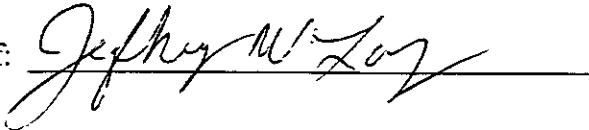
FROM: Arnold F. 'Pat' Keller, III, Director
Office of Planning

SUBJECT: Zoning Advisory Petitions

The Office of Planning has no comment on the following petition(s):
Item No(s): 527, 529, 530, (002)009, and 013

If there should be any questions or this office can provide additional information, please contact Jeffrey Long in the Office of Planning at 410-887-3480.

Section Chief:

A handwritten signature in cursive script, reading "Jeffrey M. Long", is written over a horizontal line.

AFK/JL



**Baltimore County
Fire Department**

700 East Joppa Road
Towson, Maryland 21286-5500
410-887-4500

July 21, 1999

Arnold Jablon, Director
Zoning Administration and Development Management
Baltimore County Office Building
Towson, MD 21204
MAIL STOP-1105

RE: Property Owner: SEE BELOW

Location: DISTRIBUTION MEETING OF JULY 19, 1999

Item No.: See Below Zoning Agenda:

Gentlemen:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

8. The Fire Marshal's Office has no comments at this time,
IN REFERENCE TO THE FOLLOWING ITEM NUMBERS:

525, 526, 528, 529, 531, 532, (002), 003, 004, 007, 008,
009, 010, 011, 012, AND 013.

REVIEWER: LT. ROBERT P. SAUERWALD
Fire Marshal Office, PHONE 887-4881, MS-1102F
cc: File





Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor

John D. Porcari
Secretary

Parker F. Williams
Administrator

Date: 7.20.99

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

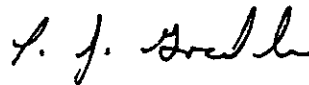
RE: Baltimore County
Item No. 002 JCM

Dear Ms Stephens:

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.

Should you have any questions regarding this matter, please contact Larry Gredlein at 410-545-5606 or by E-mail at (lgredlein@sha.state.md.us).

Very truly yours,


for Michael M. Lenhart, Chief
Engineering Access Permits Division

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



Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor
John D. Porcari
Secretary
Parker F. Williams
Administrator

Date: 7-18-00

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

RE: Baltimore County
Item No. 002

JL

Dear Ms. Jackson:

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.

Should you have any questions regarding this matter, please contact Larry Gredlein at 410-545-5606 or by E-mail at (lgredlein@sha.state.md.us).

Very truly yours,

for Kenneth A. McDonald Jr., Chief
Engineering Access Permits Division

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

RE: PETITION FOR SPECIAL HEARING
3132 Golf Course Road West, NW/S Golf Course
Road (rear), 800' +/- NE of Chittenden Lane
3rd Election District, 3rd Councilmanic

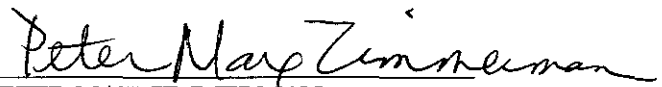
Legal Owner: John S. & Lettice L. Morton, Jr.
Petitioner(s)

* BEFORE THE
* ZONING COMMISSIONER
* FOR
* BALTIMORE COUNTY
* Case No. 00-2-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
People's Counsel for Baltimore County


CAROLE S. DEMILIO
Deputy People's Counsel
Old Courthouse, Room 47
400 Washington Avenue
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of August, 1999 a copy of the foregoing Entry of Appearance was mailed to Bruce E. Doak, Gerhold, Cross & Etzel, Ltd., 320 E. Towsontowne Blvd., Suite 100, Towson, MD 21286, representative for Petitioners.


PETER MAX ZIMMERMAN

PLEASE PRINT CLEARLY

PETITIONER(S) SIGN-IN SHEET

NAME

ADDRESS

BRUCE DOAK - GERHOLD, CROSS & ETZEL, LTD 320 E. TOWNSHIP BLVD. TOWSON, MD 21286

MORTON, JOHN S. JR

#134
1055 W. JOPPA RD TOWSON 21204

THORNLEY A. HART

3126 GOLF COURSE RD. W. Owings Mills 21117



TRI-PARTY AGREEMENT

This Tri-Party Agreement (this "Agreement") made this 16th day of August, 1999, by and between John S. Morton ^{SR} and Lettice Lee Morton, his wife (hereinafter called "Morton"), Thornley A. Hart and Barbara I. Hart, his wife (hereinafter called "Hart"), and Bartholomew W. O'Malley and Anne O'Malley, his wife (hereinafter called "O'Malley").

WITNESSETH

WHEREAS Morton is the owner of certain real property on ^{GOLF} ~~GOLF~~ Course Road West in the Third Election District of Baltimore County (the "Property"); and

WHEREAS Morton has contracted by Contract of Sale dated May 21, 1999, a copy of which is attached hereto as Exhibit A, to sell a portion of the Property, including the improvements at 3132 Golf Course Road West, to O'Malley, settlement on which is scheduled for August 17, 1999; and

WHEREAS Morton has also contracted by Agreement of Sale dated May 15, 1999, a copy of which is attached hereto as Exhibit B, to sell a .344 acre unimproved portion of the Property to Hart, but cannot consummate said conveyance and settlement with Hart at this time; and

WHEREAS Morton has requested that Hart permit a conveyance of the entire tract to O'Malley with a provision that O'Malley will within the next twelve months convey said .344 acres to Hart at and for the sum of Twenty-Five Thousand Dollars (\$25,000.00) which said sum will be paid by O'Malley to Morton, the said Morton agreeing to hold harmless and indemnify O'Malley with respect to any income tax liability thereof;

NOW THEREFORE, this Agreement witnesseth:

1. Morton will settle with O'Malley in accordance with the Contract of Sale attached hereto as scheduled on August 17, 1999;

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2. Hart hereby agrees to the conveyance of the entire Morton property to O'Malley;
3. O'Malley agrees to transfer and convey to Hart the said .344 acre provided all costs in connection with said transaction are to be borne by Morton who will hold harmless and indemnify O'Malley with respect to any cost associated with the said transaction.
4. Morton agrees to bear all costs of any nature whatsoever in connection with the performance of this Agreement and to save harmless and indemnify both Hart and O'Malley in connection therewith.
5. O'Malley agrees to join in and/or consent to any and all necessary applications to the appropriate Baltimore County administrative authorities to ensure that the .344 acre parcel is capable of being transferred to Hart, O'Malley agrees to cooperate fully with his lending institution to ensure that the .344 acre parcel is capable of being transferred to Hart free of liens and encumbrances, and O'Malley will not permit an event of default to occur under any of the financing documents that affect his title to the Property.

Except with respect to the agreements set forth herein, all other terms and conditions of the Contract of Sale dated May 21, 1999, and the Agreement of Sale dated May 15, 1999, shall remain in full force and effect.

WITNESS the hands and seals of the parties this 16th day of August, 1999.

Therese A. Hart (SEAL)
Barbara J. Hall (SEAL)
John Stewart Morton (SEAL)
Leticia Lee Morton (SEAL)
Robert J. O'Malley (SEAL)
Ann M. O'Malley (SEAL)

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EXHIBIT "B"

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made this 15 day of May, 1999 by and between John S. Morton and Lettice Lee Morton, his wife ("Seller"); and Thornley A. Hart and Barbara I. Hart, his wife ("Buyer").

WITNESSETH: In consideration of Five Dollars (\$5.00) paid by Buyer to Seller, the receipt and adequacy of which is hereby acknowledged, and in consideration of the mutual covenants of Seller and Buyer contained herein, the parties agree as follows:

1. Property. Subject to the terms and conditions of this Agreement, Seller sells to Buyer, and Buyer purchases from Seller, the parcel of land situated and lying in Baltimore County, State of Maryland containing approximately 0.344 acres as shown and described on Exhibit A attached hereto, together with and including any and all improvements thereon, and all rights, ways, waters, and privileges thereto belonging or in any way appertaining, in fee simple (collectively, the "Property").

2. Purchase Price. The purchase price for the Property is \$25,000 (the "Purchase Price"), which shall be paid as follows:

a. \$2,500 shall be paid by Buyer to Seller upon the execution of this Agreement to be held by Seller in trust on account of the Purchase Price and in accordance with the terms of this Agreement (the "Deposit").

b. The balance of the Purchase Price shall be paid by Buyer to Seller at Closing in cash or by certified or title company check or wired funds.

3. Closing. Closing shall take place in Baltimore, Maryland at the offices of Buyer's attorney or title company during normal business hours on a date and time designated by Buyer and following satisfaction of the condition precedents in Section 4 hereof, but in no event later than one hundred twenty (120) days from the date of this Agreement; provided, however, that if the condition described in Section 4(b) is not satisfied by such date and Buyer is continuing to use diligent efforts to have such condition satisfied, Buyer may extend such date for up to an additional sixty (60) days in order to satisfy such condition. If the date required for Closing falls on a Saturday, Sunday or legal holiday, Closing shall take place on the next regular business day.

4. Conditions Precedent. The obligation of Buyer to purchase the Property pursuant to this Agreement is contingent upon the satisfaction of each of the following conditions:

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a. At Closing, Seller shall have performed all covenants, agreements and conditions set forth in this Agreement to be performed or complied with by Seller on or prior to Closing;

b. Prior to Closing, the Property shall have been subdivided, by and at the cost of, Buyer, as a separate and conveyable lot of record in compliance with all applicable governmental subdivision laws, regulations and requirements. Buyer shall promptly and diligently pursue such subdivision. Seller shall cooperate with Buyer in satisfying this condition.

If any of the foregoing conditions are not satisfied, Buyer may terminate this Agreement by written notice to Seller. Upon any such termination, the Deposit shall be promptly refunded to Buyer and, thereupon, this Agreement shall be null and void and of no further force or effect, and neither party shall have any further rights, duties, obligations, or liabilities, at law or in equity, arising out of or relating to this Agreement.

5. Title. Title to the Property shall be good and marketable, free and clear of all liens, encumbrances and encroachments, except publicly recorded easements for public utilities which do not adversely affect the use or value of the Property. Title to the Property shall not be deemed good and marketable unless a national title insurance company, satisfactory to Buyer, agrees to insure fee simple title to the Property and issue to Buyer an ALTA owner's title insurance policy, at standard rates, subject only to those conditions of title expressly permitted herein. Funds payable by Buyer at Closing may be used to pay off any existing liens, encumbrances or violation penalties, including accrued interest thereon.

6. Conveyance. At Closing and upon payment of the Purchase Price, Seller shall execute, acknowledge, and deliver to Buyer, a deed for the Property containing covenants of special warranty and further assurances, which deed shall convey the Property to Buyer in fee simple.

7. Delivery of Related Documents. Each party shall execute and acknowledge, seal and deliver, after the date hereof and at Closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

8. Adjustments. At Closing, all real estate taxes, and all other public or governmental charges or public or private assessments against the Property which are

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or may be payable on an annual basis, shall be adjusted and apportioned between the parties as of the date of Closing and shall thereafter be assumed and paid by Buyer.

The cost of all documentary stamps, recordation taxes and transfer taxes with respect to the deed from Seller to Buyer for the Property shall be paid by Buyer.

9. Condition of Property. To the best of Seller's knowledge, there are no underground tanks on the Property and the Property does not contain any hazardous materials, substances or waste as defined by applicable law. This section shall survive Closing.

10. Possession. At Closing, Seller shall deliver exclusive possession and occupancy of the Property to Buyer.

11. Termination. In the event of a default by Buyer under this Agreement, the sole and exclusive remedy of Seller shall be to terminate this Agreement by written notice to Buyer and retain, as liquidated damages, the Deposit; and Buyer shall not be liable for damages hereunder or subject to suit for specific performance, notwithstanding any preparations made or actions taken by Buyer towards the consummation of Closing. Upon such payment of the liquidated damages, this Agreement shall be null and void and of no further force or effect, and neither party shall have any further rights, duties, obligations, or liabilities, at law or in equity, arising out of or relating to the Agreement.

12. Entire Agreement And Modifications. This Agreement constitutes the final and entire agreement between the parties hereto and they shall not be bound by any terms, covenants, conditions, representations or warranties not expressly contained herein. This Agreement may not be amended except by written instrument executed by both parties hereto.

13. Time of Essence. Time is of the essence of this Agreement.

14. Governing Law. The Agreement shall be governed, construed and enforced in accordance with the laws of Maryland without regard to principles of conflicts of laws.

15. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors

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and assigns. This Agreement shall not be binding or effective until properly executed and delivered by Seller and Buyer.

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

WITNESS:

John S. Morton

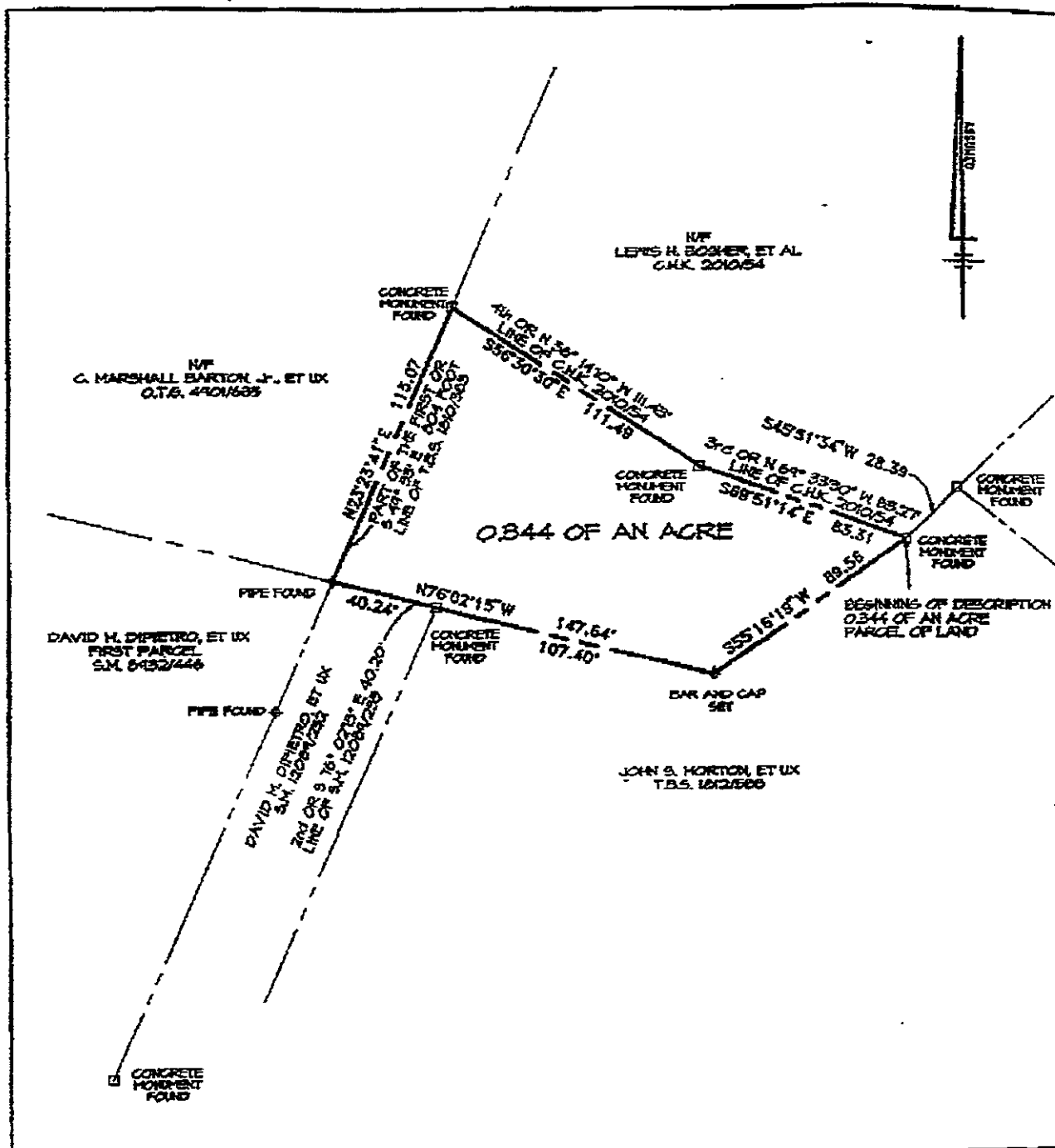
SELLER:

John S. Morton (SEAL)
John S. Morton
Lettice Lee Morton (SEAL)
Lettice Lee Morton

WITNESS:

BUYER:

Thomley A. Hart (SEAL)
Thomley A. Hart
Barbara I. Hart (SEAL)
Barbara I. Hart

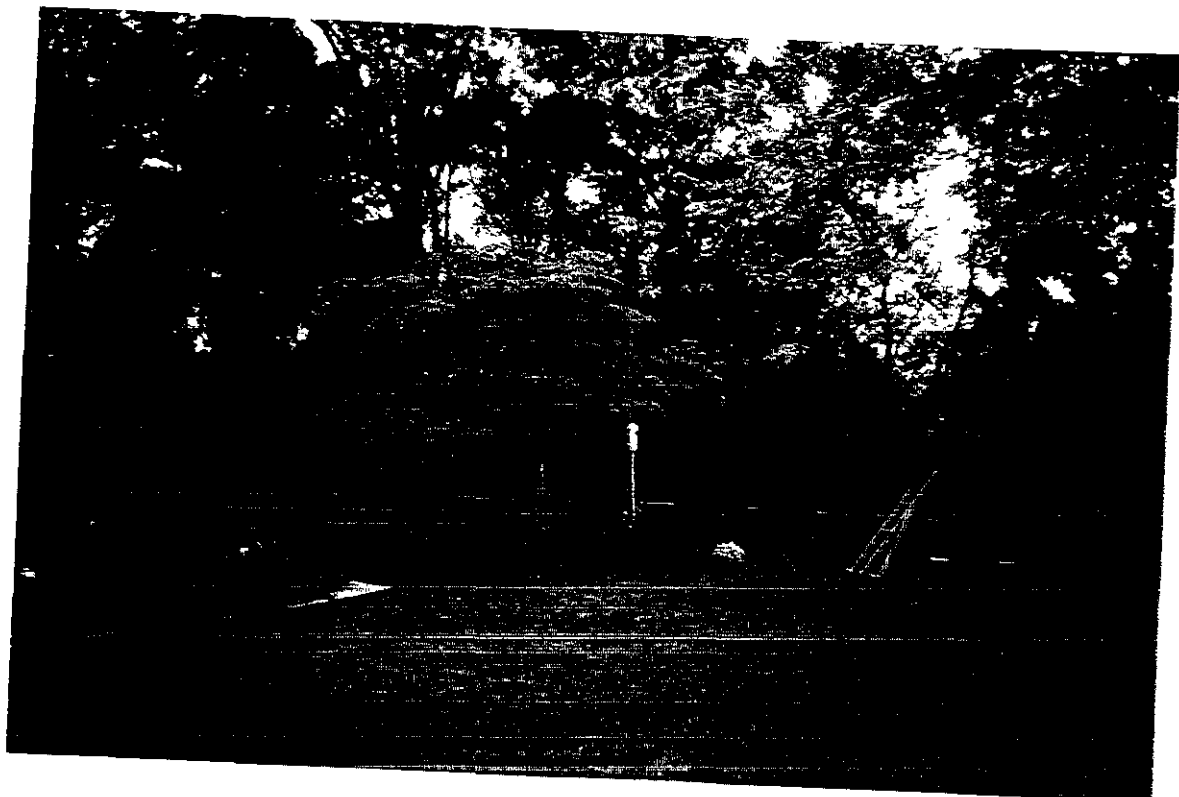


GERHOLD, CROSS & ETZEL, LTD. REGISTERED PROFESSIONAL LAND SURVEYORS Suite 100 320 East Tomsontown Boulevard Tomsen, Maryland 21286 PH: (410)823-4470 FAX: (410)823-4473		BOUNDARY SURVEY PLAT A PART OF THE JOHN S. MORTON, JR., ET UX PROPERTY 3rd ELECTION DISTRICT BALTIMORE COUNTY, MARYLAND	
FIELD WORK: GTL	DRAWN: DRH	DATE: 30 Mar, 1999	SCALE: 1"=50'

EXHIBIT "A"

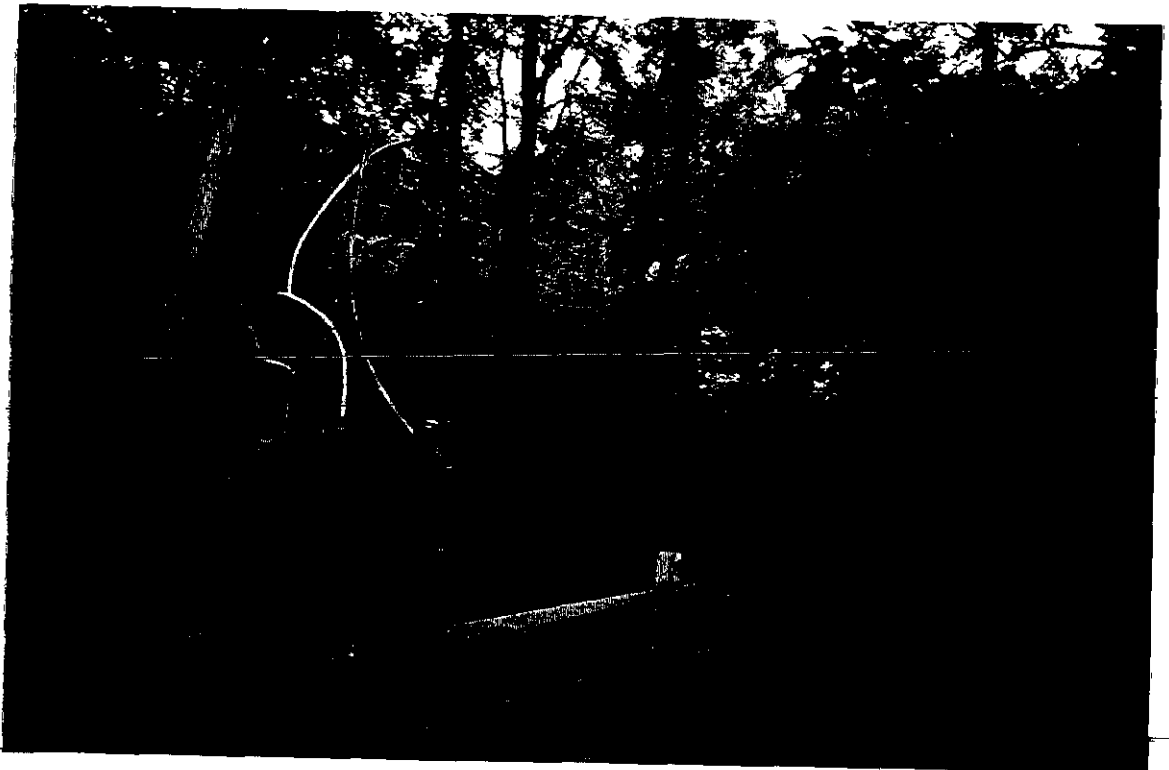
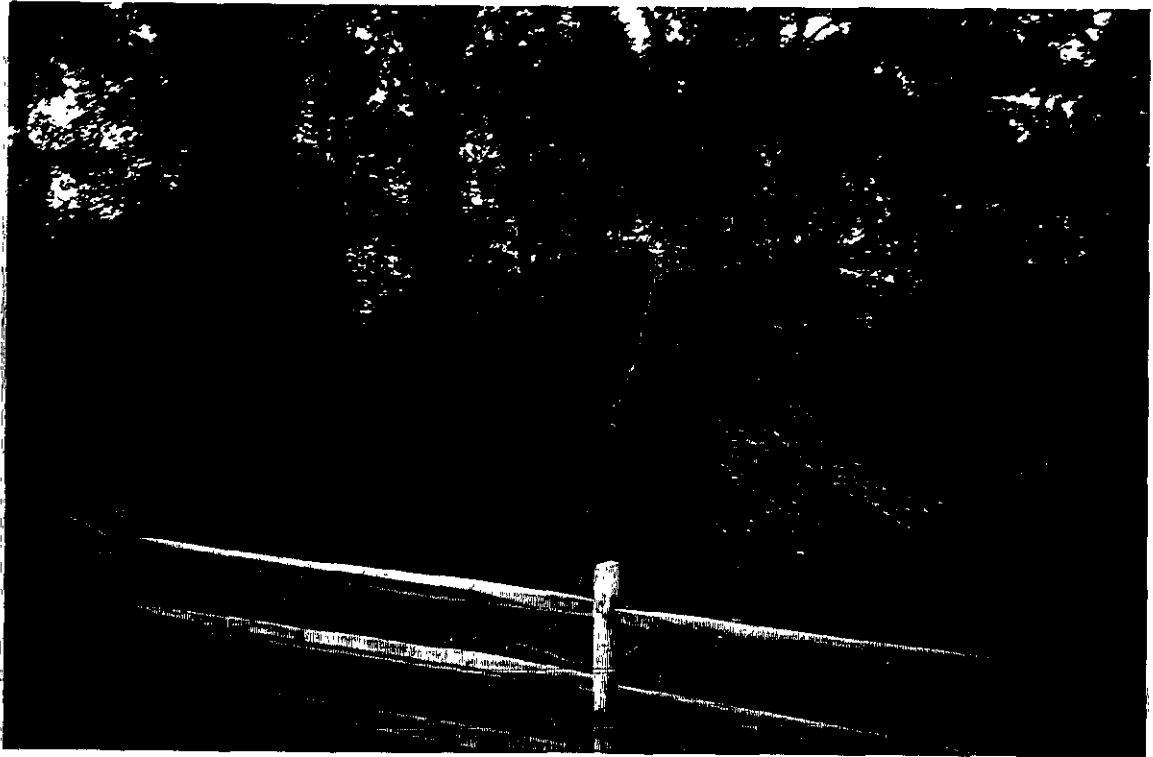
photographs

Case 00-062-SPH

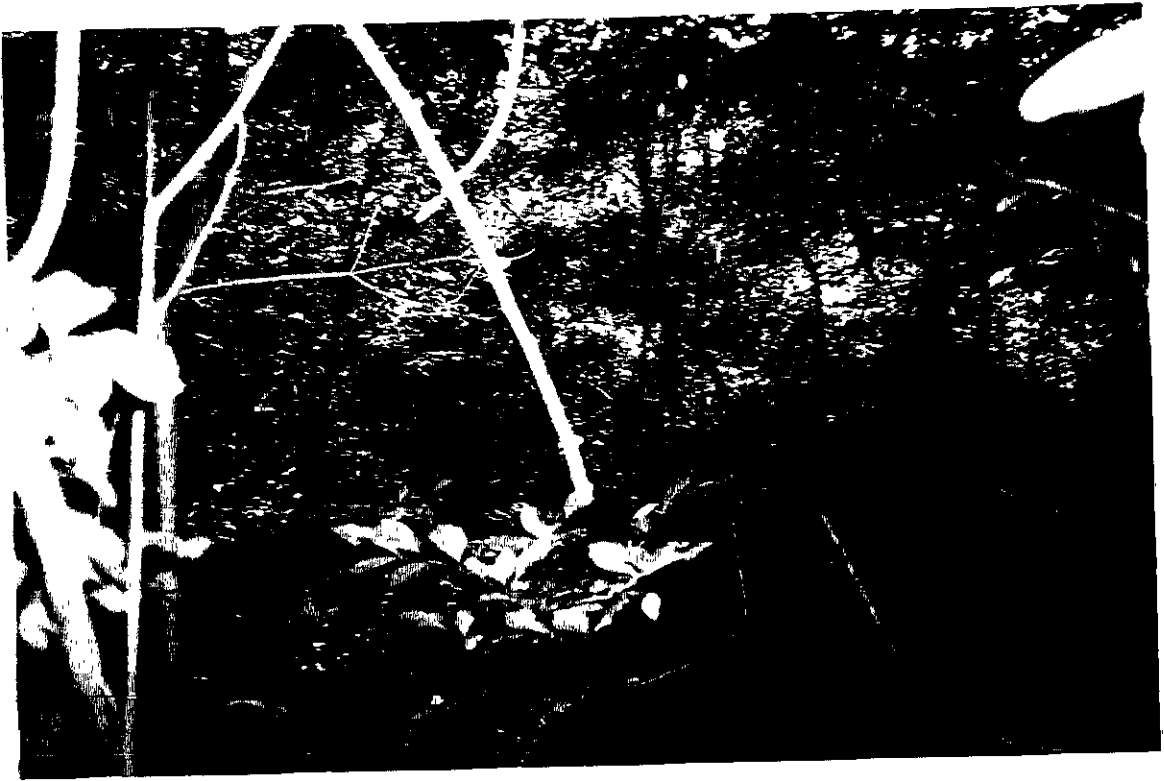


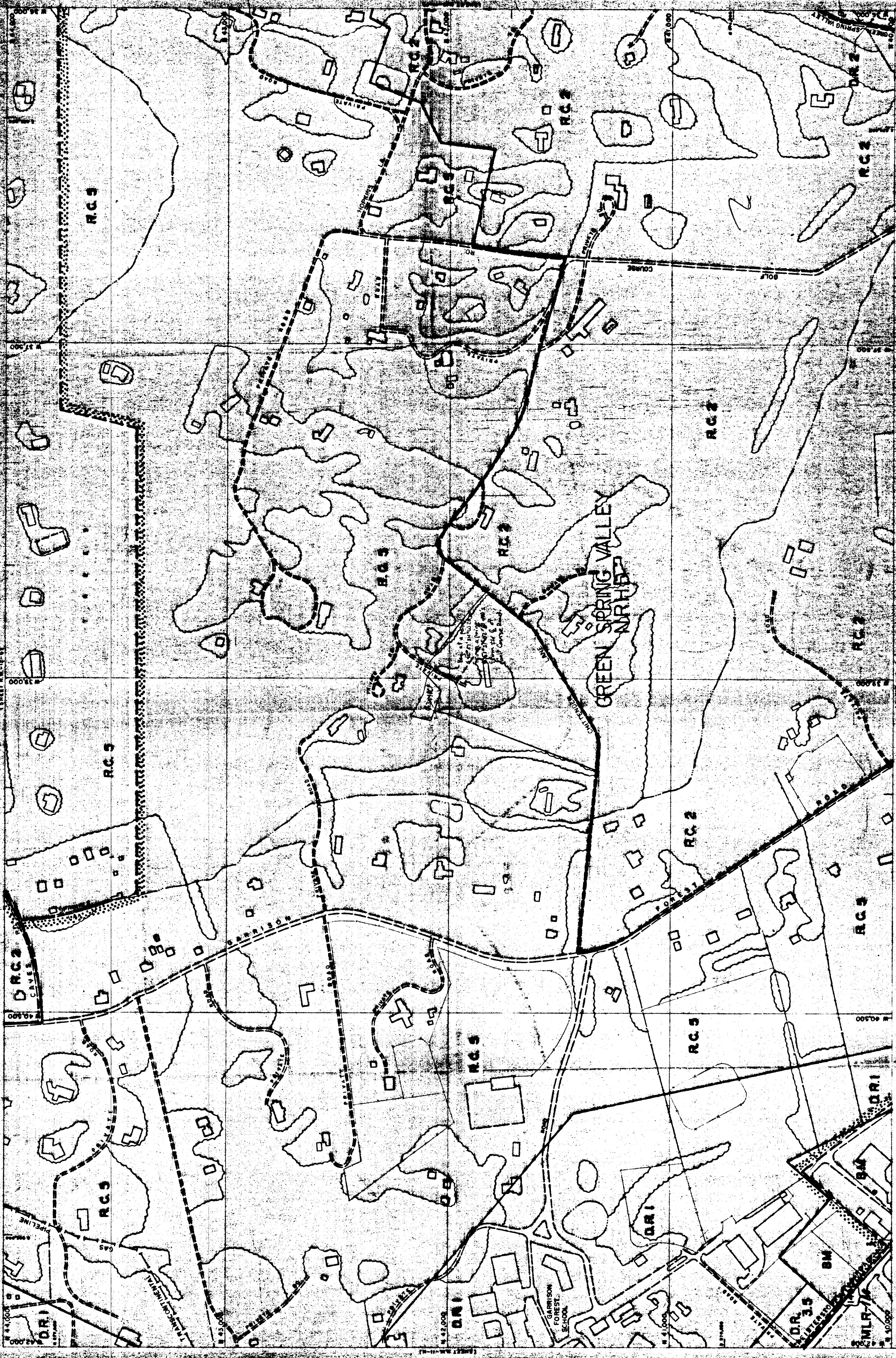












**BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING**

1994 COMPREHENSIVE ZONING MAP
ADOPTED BY
THE BALTIMORE COUNTY COUNCIL
OCTOBER 8, 1994
BIB. Nos. 125-94, 126-94, 127-94, 128-94, 129-94, 130-94, 131-94, 132-94, 133-94, 134-94, 135-94

T-SE
P-NE
THIS MAP HAS BEEN REVISED IN SELECTED AREAS
TO CORRECT ERRORS IN PHOTOGRAPHIC DATA

00-002.SPH
LOCATION
DATE OF PHOTOGRAPHY
CHATTOLANEE

Kenn Kamenev



GENERAL NOTES
 1. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE BALTIMORE COUNTY BOARD OF ZONING AND PLANNING.
 2. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE BALTIMORE COUNTY BOARD OF ZONING AND PLANNING.
 3. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE BALTIMORE COUNTY BOARD OF ZONING AND PLANNING.
 4. THE PROPOSED DEVELOPMENT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE BALTIMORE COUNTY BOARD OF ZONING AND PLANNING.



FLAT TO ACCOMPANY A PETITION
 FOR A SPECIAL HEARING
 OF THE
MORTON PROPERTY

3192 GOLF COURSE ROAD WEST
 DEED REF. T.B.S. No. 1813 1016 505
 Tax Account No. 05-15-0719-25
 Zoned R.C. 2
 Tax Map 874 Grid 6, Parcel 4
 3rd ELECTION DISTRICT
 BALTIMORE COUNTY, MARYLAND

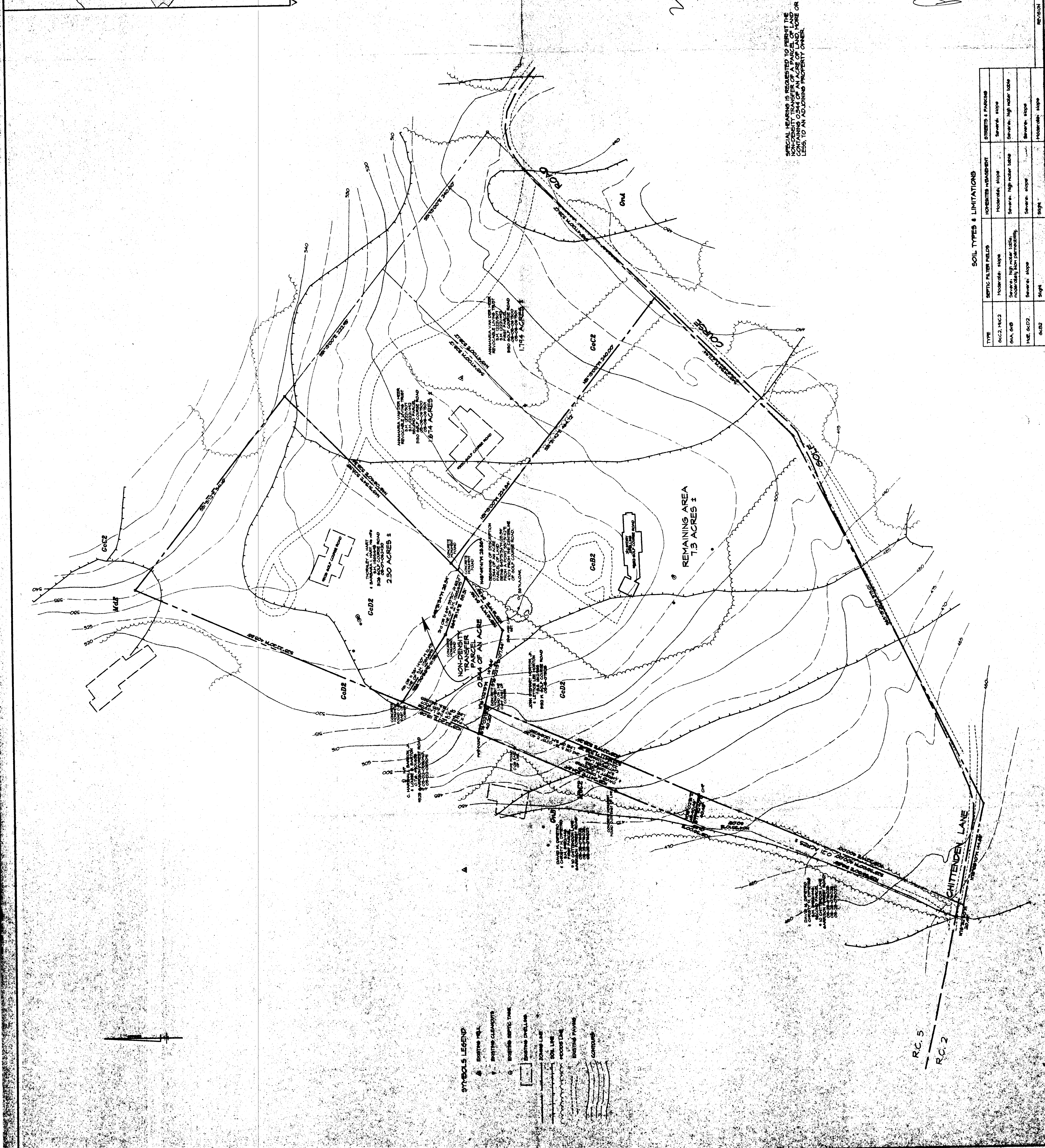
00.002-SPH

Scale: 1" = 50'
 LINE 09, 1984
GERHOLD, CROSS & EITZEL, LTD.
 REGISTERED PROFESSIONAL LAND SURVEYORS
 Suite 100
 520 East-Townsend Boulevard
 Towson, Maryland 21204
 (410) 828-4410
 DATE: _____ REVIEWER: _____

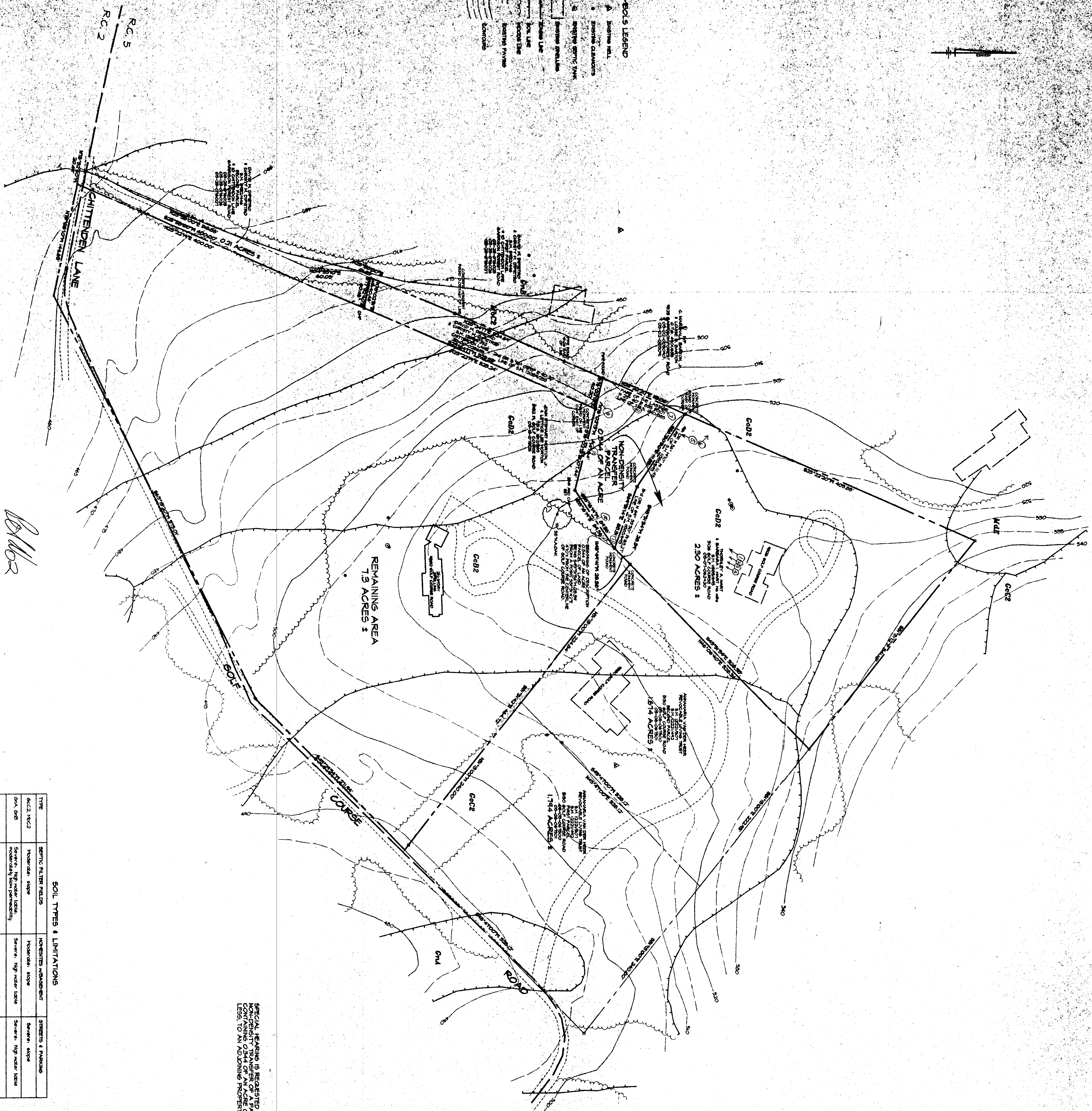
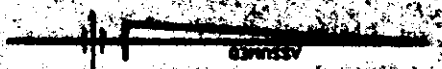
Ad No. 1

SPECIAL HEARING IS REQUESTED TO PERMIT THE
 PROPOSED DEVELOPMENT TO BE CONSIDERED AS
 CONTAINING 0.34 OF AN ACRE OF LAND MORE OR
 LESS TO AN ADJOINING PROPERTY OWNER.

SOIL TYPES & LIMITATIONS			
TYPE	SEPTIC FILTER FIELD	HOUSING ADJACENT	STREETS & PARKING
GC2, HC2	Moderate slope	Moderate slope	Severe slope
GA, GB	Severe, high water table, moderate non-pervious	Severe, high water table	Severe, high water table
HE, GC2	Severe slope	Severe slope	Severe slope
GC2	Slight	Slight	Moderate slope



SYMBOLS LEGEND
 A. EXISTING PAVEMENT
 B. EXISTING CLEARWAYS
 C. EXISTING SEPTIC TANKS
 D. EXISTING DRAINAGE
 E. EXISTING UTILITIES
 F. EXISTING FENCES
 G. EXISTING POWER LINES
 H. EXISTING WATER LINES
 I. EXISTING GAS LINES
 J. EXISTING CABLE LINES
 K. EXISTING TELEPHONE LINES
 L. EXISTING RAILROADS
 M. EXISTING HIGHWAYS
 N. EXISTING AIRPORTS
 O. EXISTING MARINAS
 P. EXISTING PORTS
 Q. EXISTING CANALS
 R. EXISTING DAMS
 S. EXISTING BRIDGES
 T. EXISTING TUNNELS
 U. EXISTING TOWERS
 V. EXISTING MONUMENTS
 W. EXISTING BENCHMARKS
 X. EXISTING SURVEY POINTS
 Y. EXISTING ADJACENT PROPERTY
 Z. EXISTING ADJACENT ROAD



SOIL TYPES & LIMITATIONS			
TYPE	SPRING PLANTING MEDIA	HOEDING/PLANTING	SHEEDS & PRODUCE
EC-2, EC-3	horizontal slope	horizontal slope	barren slope
GA, DB	barren, high water table	barren, high water table	barren, high water table
ME, EC-2	horizontal slope, productivity	horizontal slope	barren slope
EC-3	barren slope	barren slope	barren slope

SPECIAL HEARING IS REQUESTED TO PERMIT THE NON-DENSITY TRANSFER OF A PARCEL OF LAND CONTAINING 0.344 OF AN ACRE OF LAND, MORE OR LESS, TO AN ADJOINING PROPERTY OWNER.

[illegible]

PLATO TO ACCOMPANY A PETITION
FOR A SPECIAL HEARING
ON THE
MORTON PROPERTY
8183 GOLF COURSE ROAD WEST
DEED REIN, T.B.S. NO. 6212 Yolo B&S
Tax Account No. 03-B-015125
Izonia N.C. - 3
Tax Map 81, Parcel 41
2nd ELECTION DISTRICT
3rd CONGRESSIONAL DISTRICT
BALTIMORE COUNTY, MARYLAND

OWNER/PETITIONER
JOHN S. MORTON
3152 GOLF COURSE ROAD WEST
OWINGS MILLS, MARYLAND 21117
(410) 566-1020

GERHOLD, CROSS & ETZEL, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS

820 East Tawson Boulevard
Towson, Maryland 21286
(410) 825-4470

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