

IN RE: PETITION FOR VARIANCE
Corner of N/S Huntsworth Court
And E/S Huntsworth Lane
4th Election District
3rd Councilmanic District
(6 Huntsworth Court)

David S. Gamerman
Petitioner

* BEFORE THE
* DEPUTY ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* CASE NO. 00-429-A
*

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner as a Petition for Variance filed by the legal owner of the subject property, David S. Gamerman. The variance request is for property located at 6 Huntsworth Court, which property is zoned RC 5. Specifically, the Petitioner is requesting a variance from Section 1A04.3.B.2 of the Baltimore County Zoning Regulations (B.C.Z.R.), to allow a 25 ft. lot line setback in lieu of the required 50 ft.

Appearing at the hearing on behalf of the variance request were David and Aida Gamerman, property owners. Appearing in opposition to the Petitioner's request was Glenn Weinberg, adjacent property owner. Mr. Weinberg was represented by Stuart Kaplow, Esquire. Arthur Adler, president of the community association attended the hearing as an interested citizen.

Testimony and evidence indicated that the property, which is the subject of this variance request, consists of 2.38 acres, more or less, and is zoned RC 5. The property is located on the northeast corner of the intersection of Huntsworth Lane and Huntsworth Court. The property is unimproved at this time. The Gamerman's have owned the subject property for the past 3 years. They are now desirous of constructing a single family residential dwelling on the property, as is shown on Petitioner's Exhibit No. 1, the site plan submitted. Mr. Gamerman testified that he and

ORDER RECEIVED FOR FILING
Date 6/26/00
By J. P. Gamerman

his wife have chosen to construct a ranch style dwelling, given that he suffers from rheumatoid arthritis and finds it increasingly difficult to negotiate steps. Therefore, a rancher is more in keeping with his needs. In addition, the Gamerman's are desirous of constructing a house large enough to be in character and keeping with the other large homes within this upscale community. As is shown on the site plan, the house they have chosen to situate on their property is wider than the building envelope afforded by this lot. In order to construct the house of their choosing, a variance is necessary.

A slight modification was made to the site plan and presented at the hearing before me. Mr. Gamerman advised that the garage, which was formerly on the west side of the home, violated local community covenants and restrictions. Therefore, Mr. Gamerman has reversed the house on the property so that the garage would be situated on the west side of the property and, therefore, in compliance with the covenants and restrictions. This slight modification resulted in the house itself actually sitting 28 ft. from the side property line and not the 25 ft. previously requested. Therefore, the variance request was amended to show that the Petitioner is requesting a variance to allow the house to be 28 ft. from the side property line in lieu of the required 50 ft. Mr. Gamerman testified that he is not able to face the house itself towards Huntsworth Lane, given the change in elevation and topography of the property. Facing the house towards Huntsworth Lane would result in the house being tiered, thereby necessitating the installation of steps on the interior of the house which Mr. Gamerman, for medical reasons, must avoid. Therefore, he believes his only option is to site the house as shown on the modified plan submitted at the hearing.

As stated previously, the adjacent property owner, Mr. Glen Weinberg, appeared in opposition to the Petitioner's request. Mr. Weinberg was represented by Stuart Kaplow. Mr.

Weinberg and Mr. Gamerman are friends and have tried to negotiate a resolution to this issue prior to coming in for this public hearing. In fact, the case was postponed at their request in order to afford them more time to work out a resolution. However, as of the date of the hearing before me, no agreement had been reduced to writing between these neighbors. Therefore, it is necessary for me to make a ruling on this particular variance request.

As of the date of the hearing, Mr. Weinberg stood in opposition to the Petitioner's house being situated only 28 ft. from his property line. Mr. Weinberg feels that without an appropriate buffer, the closeness of the house could detract from the value of his home and also invade upon his privacy. He, therefore, asked that the variance be denied and the Petitioner hold the 50 ft. setback requirement.

I was hopeful at the hearing that these neighbors would continue to negotiate with one another and resolve this matter without my intervention. I indicated to both of them that I would accommodate any resolution by way of an order that they would reach. However, having seen no resolution, I must rule on the variance based on the facts and evidence presented at the hearing.

The need for this variance is basically generated by a matter of preference and not one of hardship or necessity. These Petitioners could, in essence, construct a ranch type dwelling that is smaller in size and able to fit within the building envelope. In addition, as I questioned at the hearing, the Petitioner could, in essence, situate his house somewhat closer to Huntsworth Lane than the 50 ft. setback shown on his site plan. This would involve the need for a variance, which I indicated I would approve in the event he could resituate the house in a manner that was agreeable with his neighbor. However, Mr. Gamerman did not wish to come any closer than 50 ft. to Huntsworth Lane, in that his bedroom window faces in that direction and the road is

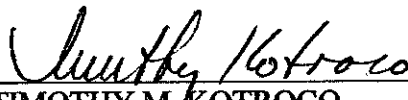
ORDER PREPARED FOR FILING
DATE 6/26/09
BY J. Gamerman

apparently heavily traveled. Therefore, he stands by his request to situate the house 28 ft. from his neighbor's property line.

After considering the totality of the evidence offered at the hearing, I find that the Petitioner's request for variance, to allow his house to be 28 ft. from Mr. Weinberg's property, be and is hereby denied. I find that the Petitioner could, in fact, design and construct a house on this property in compliance with the 50 ft. setbacks. Therefore, the requested variance is a matter of preference and not necessarily one out of necessity. I indicated, however, at the hearing, that in the event these neighbors are able to resolve this issue by way of an appropriate landscape buffer agreement or other matters, that I would entertain a motion for modification within thirty (30) days from the date of this Order and would accommodate their agreement.

THEREFORE, IT IS ORDERED this 26th day of June, 2000, by this Deputy Zoning Commissioner, that the Petitioner's request for variance from Section 1A04.3.B.2 of the Baltimore County Zoning Regulations (B.C.Z.R.), to allow a 25 ft. lot line setback in lieu of the required 50 ft., be and is hereby DENIED.

IT IS FURTHER ORDERED that any appeal of this decision must be made within thirty (30) days of the date of this Order.


TIMOTHY M. KOTROCO
DEPUTY ZONING COMMISSIONER
FOR BALTIMORE COUNTY

TMK:raj



Baltimore County
Zoning Commissioner

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

June ²⁶~~23~~, 2000

Mr. & Mrs. David S. Gamerman
12104 Bonita Avenue
Owings Mills, Maryland 21117

Re: Petition for Variance
Case No. 00-429-A
Property: 6 Huntsworth Lane

Dear Mr. & Mrs. Gamerman:

Enclosed please find the decision rendered in the above-captioned case. The Petition for Variance has been denied in accordance with the enclosed Order.

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 from the date of the Order to the Department of Permits and Development Management. If you require additional information concerning filing an appeal, please feel free to contact our appeals clerk at 410-887-3391.

Very truly yours,

Timothy M. Kotroco
Deputy Zoning Commissioner

TMK:raj
Enclosure



Copies to:

Mr. Stuart D. Kaplow, Esquire
15 E. Chesapeake Avenue
Towson, MD 21286

Mr. Glenn Weinberg
4 Huntsworth Court
Owings Mills, Maryland 21117

Mr. Arthur Adler
5 Huntsworth Court
Owings Mills, MD 21117



Petition for Variance

to the Zoning Commissioner of Baltimore County

for the property located at 6 Hunsletworth Ct
which is presently zoned RC-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 Variance from Section(s)

1464.3.B.2. to permit a 25-ft lot line setback in lieu of 50 ft.
and amend the last approval final development plan.

of the Zoning Regulations of Baltimore County, to the zoning law of Baltimore County, for the following reasons: (indicate hardship or practical difficulty)

to be determined at hearing

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

I, or we, agree to pay expenses of above Variance, 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.

City State Zip Code

Legal Owner(s):

DAVID S. GAMERMAN
Name - Type or Print

Signature

Name - Type or Print

Signature

12104 Bonita Ave
Address Telephone No.

Dwight Mill Md 21117
City State Zip Code

Representative to be Contacted: 410-356-2151

Name

Address Telephone No.

City State Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING 1 hr

UNAVAILABLE FOR HEARING
Reviewed By mtk Date 4/10/98

Case No. 00-429-1A

Date 4/15/98

By

ORDER RECEIVED FOR FILING

Zoning Description

Beginning on the north side of Huntsworth Court, 50 feet wide, at the distance of 25 feet east of the centerline of Huntsworth Lane and as known as Lot 32 of Section 3 of "Huntington" as recorded in Plat Book 63, Folio 100. Also known as 6 Huntsworth Court containing 2.38 acres in the 4th Election District.

#429

00-429-A

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

No. **080827**

DATE 6/10/00 ACCOUNT 001-6150

AMOUNT \$ 100.00

RECEIVED FROM: 1711-11-11 (CA) - C. H. Smith, CL

FOR: 010-RO, W. Smith, H. Smith, \$ 50.00

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

00-429-A

CASHIER'S VALIDATION

PAID RECEIPT

POWER 000000 000000 000000
6/10/2000 16:35:00
B-G MARYLAND STATE RES. BOARD
Dept 5 520 ZERODU REPARTITION
Receipt # 000000
CR NL 000000

100.00 OK 100.00
Baltimore County, Maryland

A-PSY-00

CERTIFICATE OF POSTING

**RE: CASE 00-429-A
PETITIONER/DEVELOPER
(David S. Gamerman)
DATE OF Hearing
(5-31-00)**

**BALTIMORE COUNTY DEPARTMENT OF
PERMITS AND DEVELOPMENT MANAGEMENT
COUNTY OFFICE BUILDING, ROOM 111
111 WEST CHESAPEAKE AVE.
TOWSON, MARYLAND 21204**

ATTENTION : MS. GWENDOLYN STEPHENS

LADIES AND GENTLEMEN:

**THIS LETTER IS TO CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE NECESSARY
SIGNS(S) REQUIRED BY LAW WERE POSTED CONSPICUOUSLY ON THE PROPERTY LOCATED AT**

6 Huntsworth Court Baltimore, Maryland 21117_____

THE SIGN(S) WERE POSTED ON_____ 5-15-00 _____
(MONTH, DAY, YEAR)

SINCERELY,


(SIGNATURE OF SIGN POSTER & DATE)

_____ THOMAS P. OGLE SR. _____

_____ 325 NICHOLSON ROAD _____

_____ BALTIMORE, MARYLAND 21221 _____

_____ 410-687-8405 _____
(TELEPHONE NUMBER)

**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: #00-429-A
6 Huntsworn Court
corner of N/S Huntsworn
Court and E/S Huntsworn
Lane

4th Election District
3rd Pounclimanic District
Legal Owner(s): David S.
Gainerman

Variance: to permit a 25-
foot lot line setback in lieu
of 50 feet and amend the
last approved final develop-
ment plan.

Hearing: Wednesday, May
31, 2000 at 9:00 a.m. in
Room 407, County Courts
Bldg., 407 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) 887-4388.

(2) For information con-
firming the file and/or
Hearing, Contact the Zoning
Review Office at (410) 887-
3391.
J7/6/78 May 16 C391426

CERTIFICATE OF PUBLICATION

TOWSON, MD, 5/18/, 2000

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 5/16/, 2000.

S. Jeffersonian
THE JEFFERSONIAN,

LEGAL ADVERTISING

RE: PETITION FOR VARIANCE
6 Huntsworth Court, Corner N/S Huntsworth
Ct, E/S Huntsworth Ln
4th Election District, 3rd Councilmanic

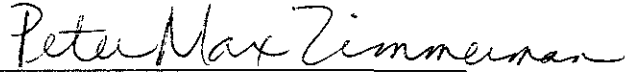
Legal Owner: David S. Gamerman
Petitioner(s)

* BEFORE THE
* ZONING COMMISSIONER
* FOR
* BALTIMORE COUNTY
* Case No. 00-429-A

* * * * *

ENTRY OF APPEARANCE

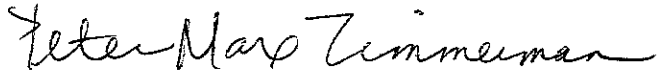
Please enter the appearance of the People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order. All parties should copy People's Counsel on all correspondence sent/ documentation filed in the case.


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 26th day of April, 2000 a copy of the foregoing Entry of Appearance was mailed to David S. Gamerman, 12104 Bonita Avenue, Owings Mills, MD 21117, Petitioner.


PETER MAX ZIMMERMAN

CASE # 100-429-A

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

PLACE, *Rambhadracharya's Asha Bhadracharya Ash.*
TIME & DATE, *9th April 1899* MAY 31, 8^{PM}

VALANCE TO BRUNNIA, 85 EAST LOT AND SECOND AVE.
LOT OF 50 FOOT AND AMONG THE LAST RECEIVED
FINAL REVIEWING PLAN

costs. But, as we learn, on their collections are something like 10% of the cost of the collection. So, if you're collecting \$100,000, you're going to have to pay \$10,000 for the cost of the collection. That's a big cost. And, if you're collecting \$100,000, you're going to have to pay \$10,000 for the cost of the collection. That's a big cost. And, if you're collecting \$100,000, you're going to have to pay \$10,000 for the cost of the collection. That's a big cost.

6. Huntsworth Ct.



Baltimore County
Department of Permits and
Development Management

Director's Office
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
410-887-3353
Fax: 410-887-5708

May 5, 2000

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: 00-429-A

6 Huntsworth Court

corner of N/S Huntsworth Court and E/S Huntsworth Lane

4th Election District – 3rd Councilmanic District

Legal Owner: David S. Gamerman

Variance to permit a 25-foot lot line setback in lieu of 50 feet and amend the last approved final development plan.

HEARING: Wednesday, May 31, 2000 at 9:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue

A handwritten signature in cursive script, reading "Arnold Jablon" with a small "scj" monogram at the end.

Arnold Jablon
Director

C: David Gamerman, 12104 Bonita Avenue, Owings Mills 21117

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY MAY 16, 2000.**
- (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.**



TO: PATUXENT PUBLISHING COMPANY
May 16, 2000 Issue – Jeffersonian

Please forward billing to:

David Gamerman 410-356-2151
12104 Bonita Avenue
Owings Mills, MD 21117

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: 00-429-A

6 Huntsworth Court

corner of N/S Huntsworth Court and E/S Huntsworth Lane

4th Election District – 3rd Councilmanic District

Legal Owner: David S. Gamerman

Variance to permit a 25-foot lot line setback in lieu of 50 feet and amend the last approved final development plan.

HEARING: Wednesday, May 31, 2000 at 9:00 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.

**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/neighboring 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: 429
Petitioner: David A. Gammann
Address or Location: 6 Humboldt St. Owing Mill Md 21117

PLEASE FORWARD ADVERTISING BILL TO:

Name: David A. Gammann
Address: 12104 Bonita Ave
Owing Mill Md. 21117
Telephone Number: 410-356-2151

Revised 2/20/98 - SCJ

00-429-A



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

May 26, 2000

Mr. David Gamerman
12104 Bonita Avenue
Owings Mills MD 21117

Dear Mr. Gamerman:

RE: Case Number 00-429-A , 6 Huntsworth Court

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on April 10, 2000.

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, please do not hesitate to contact the commenting agency.

Sincerely,

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

W. Carl Richards, Jr.
Zoning Supervisor
Zoning Review

WCR:ggs

Enclosures





Baltimore County
Fire Department

Office of the Fire Marshal
700 East Joppa Road
Towson, Maryland 21286-5500
410-887-4880

May 1, 2000

Department of Permits and
Development Management (PDM)
County Office Building, Room 111
Mail Stop #1105
111 West Chesapeake Avenue
Towson, Maryland 21204

ATTENTION: Gwen Stephens

RE: Property Owner: SEE BELOW

Location: DISTRIBUTION MEETING OF APRIL 17, 2000

Item No.: 428, (429) AND 430

Dear Ms. Stephens:

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.

THE FIRE MARSHAL'S OFFICE HAS NO COMMENTS AT THIS TIME.

REVIEWER: LIEUTENANT HERB TAYLOR, Fire Marshal's Office
PHONE 887-4881, MS-1102F

cc: File



BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO: Arnold Jablon
FROM: R. Bruce Seeley *RBS*
DATE: May 22, 2000
SUBJECT: Zoning Item #429
6 Huntsworth Court

Zoning Advisory Committee Meeting of April 24, 2000

- _____ 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.
- X 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 (Section 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).
- X Groundwater Management: Soil evaluations must be conducted in order to revise the septic reserve area.

Reviewer: Sue Farinetti

Date: April 25, 2000

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: April 26, 2000

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

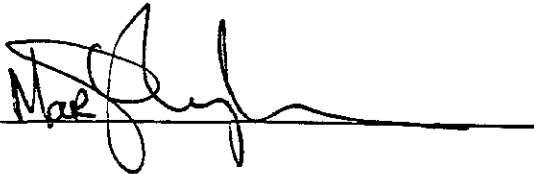
RECEIVED MAY 08 2000

SUBJECT: Zoning Advisory Petition(s): Case 412 and 429

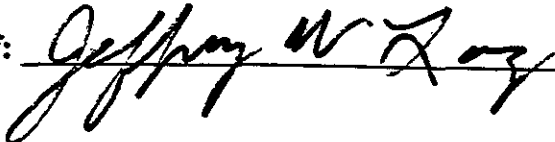
The Office of Planning has reviewed the above referenced case and has no comments to offer.

For any further questions or additional information concerning the matters stated herein, please contact Mark A. Cunningham in the Office of Planning at 410-887-3480.

Prepared by:



Section Chief:



AFK/JL:MAC



Maryland Department of Transportation
State Highway Administration

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

Date: 4 . 24 . 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. 429 MJK

RECEIVED MAY 05 2000

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



Baltimore County
Zoning Commissioner

May 31, 2000

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

Fite

Mr. David S. Gamerman
12104 Bonita Avenue
Owings Mills, Maryland 21117

RE: PETITION FOR VARIANCE
Case No. 00-429-A

Dear Mr. Gamerman:

This letter is to confirm that the above-captioned matter, which was scheduled for a public hearing this date, was postponed at your request to allow you additional time to resolve differences between you and your neighbor, Glenn Weinberg. By mutual agreement, the matter has been rescheduled for Wednesday, June 21, 2000 at 9:00 AM in Room 407 of the Circuit Courts Building in Towson. By copy of this letter, all parties to the case have been advised of the rescheduled hearing date, time and location.

In the meantime, should you have any questions concerning this matter, please feel free to call my office.

Very truly yours,

TIMOTHY M. KOTROCO
Deputy Zoning Commissioner
for Baltimore County

TMK:bjs

cc: Mr. Glenn Weinberg
The Cordish Company, 601 E. Pratt Street, 6th Floor, Baltimore, Md. 21202
✓ Mr. Carl Richards, PDM; People's Counsel; Case File



Census 2000



For You, For Baltimore County



Census 2000



Printed with Soybean Ink
on Recycled Paper

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

RAFAEL PEREZ-MERA, M.D.
NAEEM GAUHAR, M.D.
SHELDON D. MILNER, M.D.
JAHANGIR M. KHAN, M.D.
MALIKA WASEEM, M.D.
DALIAH SHAMSUDDIN, M.D.
TAHOORA KAWAJA, M.D.



COMMERCE
1777 REISTERSTOWN ROAD • SUITE 108
PIKESVILLE, MARYLAND 21208
(410) 415-0933
FAX (410) 415-0939
ESSEX MEDICAL CENTER
404-406 EASTERN BOULEVARD
BALTIMORE, MARYLAND 21221
(410) 687-3924
FAX (410) 687-4195

CHARM CITY MEDICAL ASSOCIATES, P.A.

Cardiovascular • Internal Medicine • Bariatric Medicine • Infectious Diseases • Pulmonary Disease • Gastroenterology • Oncology

June 10, 2000

RE: Dr. David Gamerman

To Whom This May Concern:

This is to certify that Dr. Gamerman has been treated for over ten (10) years for a progressive arthritis mainly of the lower extremities, aggravated by advanced flat feet.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rafael Perez-Mera', written in a cursive style.

Rafael Perez-Mera, M.D.

RPM:am

PLEASE PRINT CLEARLY

PROTESTANT(S) SIGN-IN SHEET

NAME

ADDRESS

Glenn Weinberg

4 Huntersworth Ct, ^{Owings} Hills, 21117

Arthur Adler

5 Huntersworth Ct, Owings, MD 21117

Interested
Citizen



PLEASE PRINT CLEARLY

PETITIONER(S) SIGN-IN SHEET

NAME

ADDRESS

Aida Garmann
David Garmann

12104 Bonito Ave 21117
11 11



The Cordish Company
601 E. Pratt Street
6th Floor
Baltimore, Maryland 21202
Phone: (410) 752-5444

Confidential

To: Tim Kotroco
Company: ZONING OFFICE BALTO. CTY
Fax Number: 410-887-3468
Phone Number:

From: Glenn Weinberg
Fax Number: 4107522934
Phone Number: 4103472762

Time Sent: Tuesday, May 30, 2000 10:54AM
Pages: 1
Description: Gammerman Variance Hearing Postponement

TO: TIM KOTROCO
CC: ART ADLER

THIS IS TO CONFIRM OUR CONVERSATION MOMENTS AGO WHEREBY YOU INFORMED ME THAT THE VARIANCE HEARING SET FOR TOMORROW HAS BEEN POSTPONED TO PROVIDE ME TIME TO TRY TO WORK OUT AN AGREEMENT WITH DAVID GAMMERMAN, THE PETITIONER. DAVID GAMMERMAN INDICATED THAT HE WOULD CALL YOU TO RESCHEDULE FOR ABOUT 3 WEEKS FROM NOW. HOPEFULLY, WE CAN WORK OUT OUR DIFFERENCES BY THEN. THANK YOU.



Bay State Diagnostics, Limited Partnership
401 Washington Avenue, Suite 905
Towson, Maryland 21204

(301) 296-0804

BAY STATE DIAGNOSTICS, L.P.
5022 CAMPBELL BLVD. STE. K
WHITE MARSH MD 21236

(301) 931-9050 RTE BL05

GAMERMAN DAVID

SEX

AGE

DOB

DATE OF TEST

DATE OF REFERENCE

LABORATORY

0319

TEST

RESULTS

ABNORMAL
FLAG

NORMAL VALUES

433245 5603 6/22

RHEUMATOID FACTOR TITER

1:80

FINAL REPORT

*

< 1:20

PAGE 1 OF 1

DUPE REPORT

TESTED AT NHL

1007 ELEVENTH AVENUE

LANDSCAPE BUFFER AGREEMENT

THIS LANDSCAPE BUFFER AGREEMENT ("Agreement"), made this ____ day of ____, 2000 between David Gammernan and Aida Gammernan, individuals having an address at ____ Huntersworth Court, Owings Mills, Maryland 21117 (collectively, "Gammernan"), and Glenn L. Weinberg and Debra L. Weinberg, individuals having an address at 4 Huntersworth Court, Owings Mills, Maryland 21117 (collectively, "Weinberg"),

WITNESSETH, THAT WHEREAS (1) Gammernan owns all of that land in Baltimore County, Maryland which is described in **Exhibit A** ("**Burdened Property**"); and

(2) Weinberg owns all of that land in the said County which is described in **Exhibit B** ("**Benefitted Property**"); and

(3) Gammernan desires to build a house on the Burdened Property within the otherwise required 50' setback line between the property line of the Burdened Property and the Benefitted Property and Gammernan is required to obtain a variance (the "Variance") from the said County in order to build within the said setback; and

(4) Gammernan has requested the consent of Weinberg in order to obtain the Variance; and

(5) As a condition to Weinberg consenting to the Variance, Weinberg desires that Gammernan subject a portion of the Burdened Property to a restriction in perpetuity such that a specified landscape buffer is created and maintained by Gammernan, and its successors and assigns as owner of the Burdened Property, on such portion of the Gammernan Property, and Gammernan is willing to do so on the terms set forth herein,

NOW, THEREFORE, IN CONSIDERATION of their entry into this Agreement and for other good and valuable consideration, the receipt and adequacy of which they each hereby acknowledge, the parties hereto hereby agree as follows:

Section 1. Definitions. As used herein, **Authority** means Baltimore County, Maryland, the State of Maryland or another governmental or quasi-governmental entity having jurisdiction over any of the Burdened Property; **Benefitted Owner** means Weinberg and their heirs, personal representatives, successors and assigns as owner of record of all or any part of the Benefitted Property; **Burdened Owner** means Gammernan and their heirs, personal representatives, successors and assigns as owner of record of all or any part of the Burdened Property; **Person** means any natural person, trustee, corporation, partnership, limited liability company or other legal entity; and **Recorded** means recorded among the Land Records of Baltimore County, Maryland.

Section 2. Restriction on Burdened Property.

2.1. Restriction. Burdened Owner hereby subjects all of that portion of the Burdened Property shown in hatchmarks on Exhibit C hereto (the "Buffer Area") to an irrevocable and perpetual restriction (the "Restriction") benefiting Benefitted Owner, which Restriction requires

all of the following: (1) that, on or before any occupancy permit is granted by the applicable Authority, for the occupancy of the home to be constructed on the Burdened Property, the Buffer Area shall be planted with trees and other plantings (collectively, the "Plantings") in complete accordance with the landscape plan and specifications attached hereto as Exhibit D; (2) that the Plantings be maintained at all times, in perpetuity, in good condition by Burdened Owner, at Burdened Owner's sole expense, such that all of the Plantings be and remain alive, in a healthy condition and in a condition that creates, within the Buffer Area, a complete visual buffer (from ground level to at least a height of 15' from ground level) between the Burdened Property and the Benefitted Property; and (3) that all existing plants and other vegetation existing, as of the date hereof, in the Buffer Area be and remain in its natural state and not be removed, cut down or modified, except to the extent necessary to protect persons or property from imminent harm or damage. The intent of the Restriction is (a) for the Burdened Owner to create and maintain, in perpetuity, a complete vegetative, visual buffer, within the Buffer Area, between portions of the Burdened Property and the Benefitted Property such that the home to be constructed on the Burdened Property is not visible at anytime (all year-round) from the Benefitted Property and (b) to maintain within the Buffer Area as much of the existing vegetation as exists, as of the date hereof.

2.2. Burden; benefit; use. The burden of the Restriction shall run with and bind on the title to the Burdened Property. The benefit of the Restriction shall run with the title to the Benefitted Property, but not with the title to any other real property. The Restriction shall not be deemed to create or confer on the Benefitted Owner or any member of the public any right to use the Burdened Property or any estate therein.

Section 3. Contribution by Weinberg. Weinberg agrees to contribute to Gammernan, upon the completion of the Plantings (in accordance with the landscape plans and specifications attached hereto as Exhibit D), the sum of \$2,000 (the "Contribution") towards the cost of the Plantings. Other than the Contribution, Weinberg and the Benefitted Owner shall have no obligations whatsoever under this Agreement.

Section 4. Enforcement. The obligations of Burdened Owner may be specifically enforced by Benefitted Owner, and the Burdened Owner and Benefitted Owner shall also have all of their rights at law and in equity to enforce the obligation(s) of the other party under this Agreement.

Section 5. Notices. Any notice, demand, consent, approval, request or other communication or document ("Notice") to be given hereunder to a party hereto shall be (a) in writing, and (b) deemed to have been given (i) on the 3rd business day after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (ii) on the next business day after being deposited (with instructions to delivery it on such business day) with a reputable overnight courier service, or (iii) (if such party's receipt thereof is acknowledged in writing) on being sent by telefax or another means of immediate electronic communication, in each case to such party's address set forth above or to such other address in the United States of America as it may designate hereafter by Notice to each other party hereto, or (iv) (if such party's receipt thereof is acknowledged in writing) on being given by hand or other actual delivery to such party.

Section 6. General.

6.1. Effect. This Agreement (a) shall become effective on and only on its execution and delivery by each party hereto; and (b) represents the complete understanding, and supersedes all prior written or oral negotiations, representations, guaranties, warranties, promises, statements or agreements, between or among them as to its subject matter. No determination by any court, Authority or otherwise that any term hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other term hereof, or (b) such term in any circumstance not controlled by such determination. Each such term shall be valid and enforceable to the fullest extent allowed by, and be construed wherever possible as being consistent with, applicable law. No Person shall be deemed to have waived the exercise of a right hereunder unless such waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any Person in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made in any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance or right.

6.2. Amendment. This Agreement may be amended by and only by a Recorded document signed and delivered by each party hereto.

6.3. Applicable law. This Agreement shall be given effect and construed under the law of Maryland (ignoring its conflicts of laws principles), and any action or proceeding arising hereunder shall be brought in the courts of Maryland, but if under the Constitution, laws or treaties of the United States of America, or due to a diversity of citizenship between the parties thereto, it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland or any successor federal court having original jurisdiction.

6.4. Construction. As used herein, all references made (a) in the neuter, masculine or feminine gender shall be deemed made in all such genders, (b) in the singular or plural number shall be deemed made, respectively, in the plural or singular number as well, and (c) to any Section, subsection, paragraph or subparagraph shall, unless expressly stated to the contrary therein, be deemed made to such part of this Agreement. The headings of such parts are given herein only for convenience of reference, and shall not be considered in construing their contents. Any writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. Nothing in this Agreement shall be deemed create between the parties hereto, and they hereby disclaim, any relationship of partnership or association.

6.5. Liability. Neither Benefitted Owner nor Burdened Owner shall have any liability hereunder for any expense or obligation whatsoever, unless such it accrues while such Person is the owner of record of the land as to which such expense or obligation accrued. Each such Person shall be personally liable for any such expense or obligation which accrues while such Person is the owner of record of such land, and such liability shall survive such Person's subsequent conveyance of such property of record to any other Person. The Persons named above as Gammernan and Weinberg shall be jointly and severally liable for adhering to the terms and satisfying the conditions hereof.

6.6. Time of essence. Time shall be of the essence of this Agreement, but if the last day for a party to exercise a right or perform a duty hereunder is a Saturday, Sunday or statutory holiday, it shall have until the next day other than such a day to do so.

6.7. Attorneys Fees. In any litigation between the parties regarding this Agreement, the losing party shall pay to the prevailing party all reasonable expenses and court costs including attorneys' fees incurred by the prevailing party. A party shall be considered the prevailing party if it initiated the litigation and substantially obtains the relief it sought, either through a judgment or the losing party's voluntary action before arbitration (after it is scheduled), trial, or judgment.

6.8. Recordation. Gammernan shall cause this Agreement to be Recorded, within seven (7) days after the date of this Agreement, at Gammernan's sole expense.

IN WITNESS WHEREOF, each party hereto has signed and sealed this Agreement or caused it to be signed and sealed on its behalf by its authorized representatives, the date first above written.

WITNESS or ATTEST:

David Gammernan (SEAL)

Aida Gammernan (SEAL)

Glenn L. Weinberg (SEAL)

Debra L. Weinberg (SEAL)

STATE OF ____: COUNTY OF ____:

I CERTIFY that on this _ day of __, 2000, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he or she has signed it for the purposes therein set forth, and that it is his or her act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____.

Notary Public: _____

STATE OF ____: COUNTY OF ____:

I CERTIFY that on this _ day of __, 2000, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he or she has signed it for the purposes therein set forth, and that it is his or her act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____.

Notary Public: _____

STATE OF ____: COUNTY OF ____:

I CERTIFY that on this _ day of __, 2000, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he or she has signed it for the purposes therein set forth, and that it is his or her act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____.

Notary Public: _____

STATE OF _____: COUNTY OF _____:

I CERTIFY that on this __ day of __, 2000, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he or she has signed it for the purposes therein set forth, and that it is his or her act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____.

Notary Public: _____

LENDER AGREEMENT

_____ and _____, Trustees, and _____, a _____, who are, respectively, the trustees and beneficiary under a Deed of Trust ("Deed of Trust") dated _____, 199_ and Recorded in Liber at folios ____ et seq., join in this Agreement to subject to its legal effect all of their right, title and interest in the Easement Area under the Deed of Trust. In witness whereof, each such Person has signed and sealed this Lender Agreement or caused it to be signed and sealed on its behalf by its authorized representatives, this _ day of _____, 2000.

WITNESS OR ATTEST:

_____, Trustee (SEAL)

_____, Trustee (SEAL)

_____ by _____ (SEAL)

STATE OF _____: COUNTY OF _____:

I CERTIFY that on this __ day of _____, 2000, before me, a Notary Public for the state and county aforesaid, personally appeared [5], Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he or she has signed it as trustee for the purposes therein set forth, and that it is his or her act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____.
Notary Public

STATE OF _____: COUNTY OF _____:

I CERTIFY that on this _ day of __, 2000, before me, a Notary Public for the state and county aforesaid, personally appeared [6], Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he or she has signed it as trustee for the purposes therein set forth, and that it is his or her act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____.

Notary Public

STATE OF _____: COUNTY OF _____:

I CERTIFY that on this _ day of __, 2000, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that he or she is _____ of _____, a _____, and has been duly authorized to sign, and has signed, such document on its behalf for the purposes therein set forth, and that the same is its act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____.

Notary Public

I CERTIFY that this document was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Glenn L. Weinberg

TO THE CLERK: When recorded, please return this document to Glenn Weinberg, Esquire at 4 Huntersworth Court, Owings Mills, Maryland 21117.

LANDSCAPE BUFFER AGREEMENT

between

David Gammernan and Aida Gammernan

and

Glenn Weinberg and Debra Weinberg

EXHIBIT A

Description of Burdened Property

ALL OF THAT LAND in Baltimore County, Maryland which is described as follows:

LANDSCAPE BUFFER AGREEMENT

between

David Gammerman and Aida Gammerman

and

Glenn Weinberg and Debra Weinberg

EXHIBIT B

Description of Benefitted Property

ALL OF THAT LAND in Baltimore County, Maryland which is described as follows:

LANDSCAPE BUFFER AGREEMENT

between

David Gammernan and Aida Gammernan

and

Glenn Weinberg and Debra Weinberg

EXHIBIT C

Description of Buffer Area

ALL OF THAT LAND located at __ Huntersworth Court, Owings Mills, Maryland
which is shown in hatchmarks on the attached plan.

LANDSCAPE BUFFER AGREEMENT

between

David Gammerman and Aida Gammerman

and

Glenn Weinberg and Debra Weinberg

EXHIBIT D

Landscape plan and specifications

The Cordish Company
The Power Plant
601 E Pratt Street, 6th Floor
Baltimore, Maryland 21202
Main Phone (410) 752-5444 Main Fax (410) 659-9491

Confidential

To: David Gammerman

Company:

Fax Number: 410-902-7593

Phone Number

From: Glenn Weinberg

Fax Number 4107522934

Phone 4103472762

Time Sent Tuesday, Oct 19, 1999 08:52AM

Pages 5

Description Huntington

See Attached.

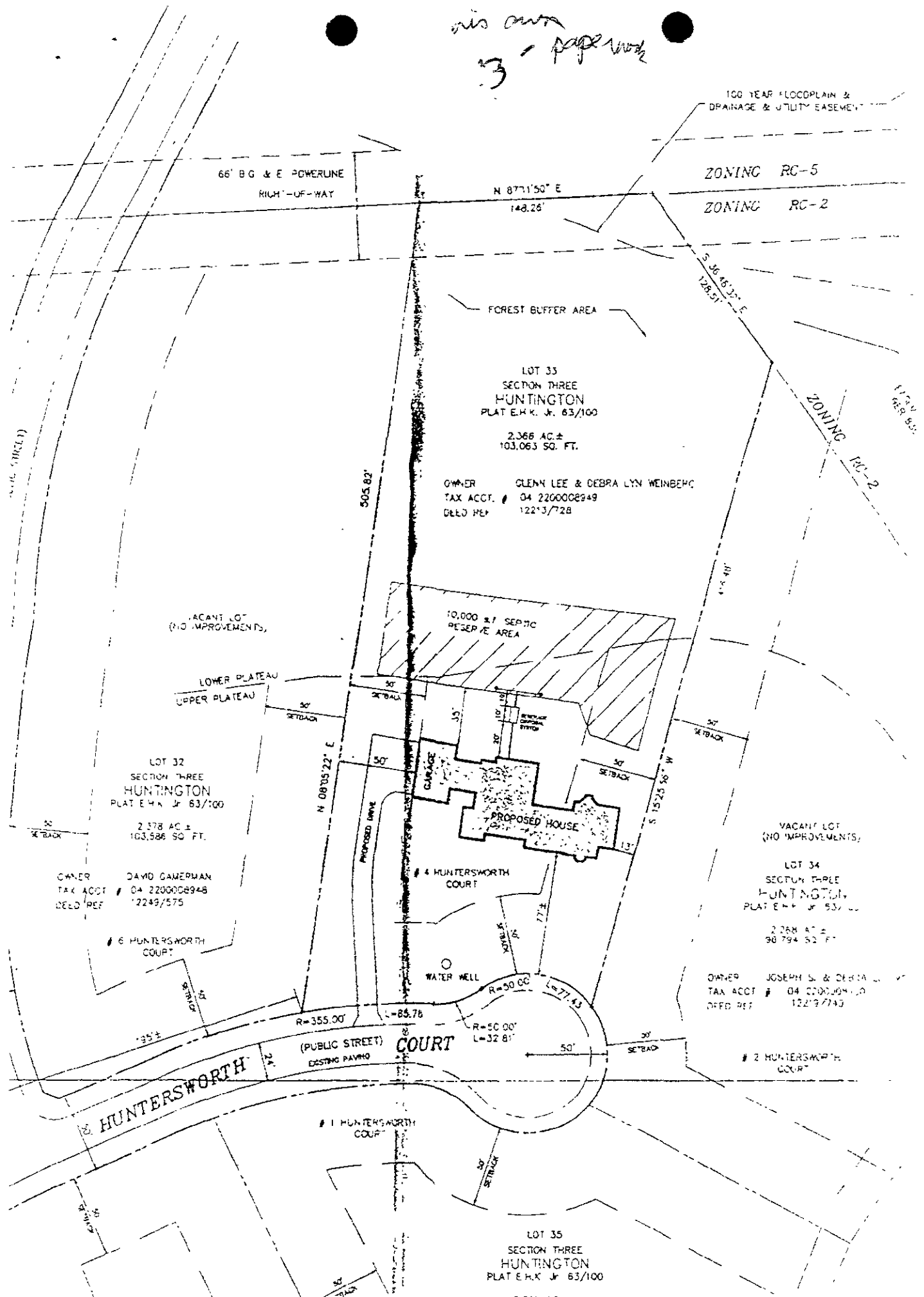
Enclosed are portions of a survey and other plats that I had in my file. The location of my house, etc. is shown. I would like to see how your planned house will sit on your lot in comparison with my house. I don't want to have you go to any expense, so you may simply want to meet with me at my house and we can look at your plans together. I forgot whether you said you had a site plan showing your house on your site.

The more I think about it, the more willing I am to work with you on the variance provided that you provide a thick landscape buffer between our lots blocking the view of each others houses. The buffer needs to be in the area directly between our homes, and not along the entire property line. I only need to think about ourselves, but we both need to think about the future when we want to sell our homes and there is less distance between our homes.

In addition, to the extent that we can reduce the encroachment into the set back, the happier I will be. 20' into the setback is substantial and I would prefer a much reduced encroachment.

I do want to try to work with you, but I have a tremendous investment and I want to do what I think is best to protect said

his own
3 - page work

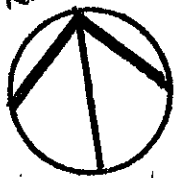


SEE APC MAP #17

NORTH



NORTH



VICINITY MAP:

SCALE: 1" = 1000'

ADJACENT OWNER

INDICATES FRONT OF HOUSE

SEPTIC RESERVE AREA NOTE:

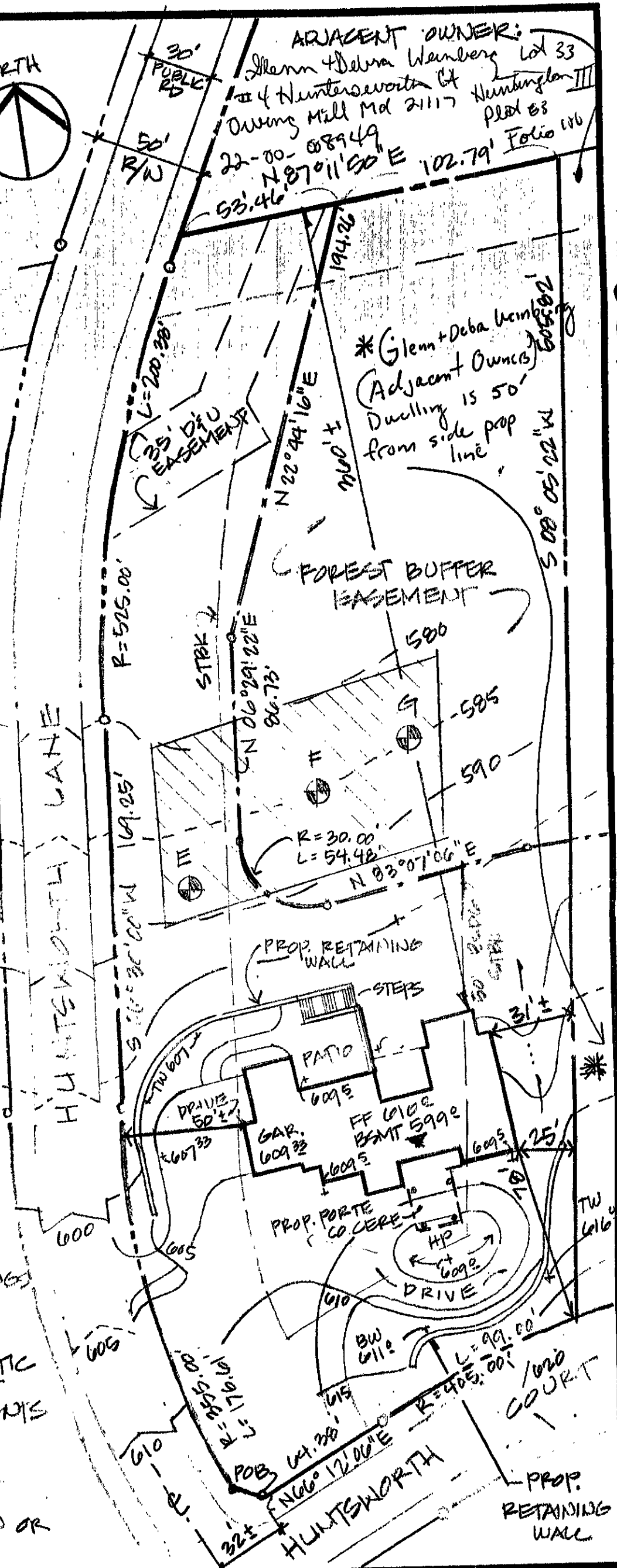
THE SRA AS SHOWN HAS BEEN REVIEWED BY DEPRM EIR AND APPROVED SUBJECT TO PERC TEST RESULTS (SEE DEPRM LETTER DATED 3.2.2000)

EXISTING ZONING IS RC-5

OVERALL HOUSE WIDTH PROPOSED IS 117'

SITE INFORMATION:

- OWNERS: DAVID & AIDA GAMMERMAN
- PROPERTY ADDRESS: #6 HUNTSWORTH COURT Owings Mill Md 21117
- PROPERTY AREA: 2.38 ACRES
- NO KNOWN PREVIOUS ZONING VIOLATIONS
- PROPOSED USE IS A SINGLE FAMILY DWELLING
- PROPERTY IS ON PRIVATE WELL & SEPTIC
- THE PROPOSED BUILDING WILL MEET B.O.C.A. & FIRE CODE REQUIREMENTS
- ELECTION DISTRICT: 4 COUNCILMATIC DISTRICT: 3 LIBER/FOLIO: 63/100
- THERE IS NO 100 YEAR FLOODPLAIN ON THIS SITE.



FRIEDMAN ASSOCIATES
LANDSCAPE ARCHITECTURE

6510 Falls Road
Coppermine Terrace
Baltimore, Maryland 21209
410-828-7777

429

PLAT TO ACCOMPANY
ZONING VARIANCE PETITION

SECT II HUNTINGDON LOT #32
THE GAMMERMAN PROPERTY

SCALE: 1" = 50'

DATE: 4. 2000

DRAWN BY: K.A.T.

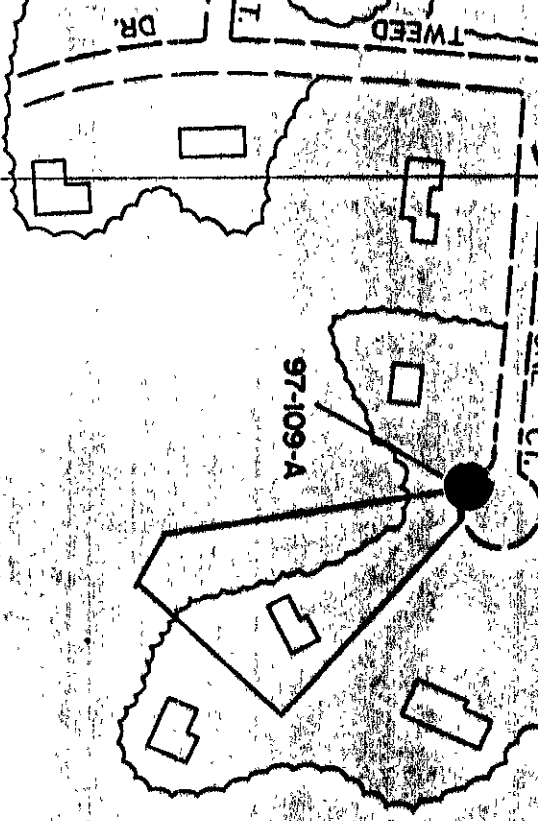
DESIGN BY:

REVIEW BY:

JOB NO:

00-429-A

JOB NO.



WRONG!

R.C. 5
97-244-A

SITE
R.C. 3



R.C. 2

#429

N.W. 14

00129-A

