IN RE: PETITION FOR SPECIAL HEARING
S/S Harris Mill Road, 1685' E of the c/l
Harris Mill Road
(1107 Harris Mill Road)
7th Election District

7" Election District 3rd Council District

Frederick S. Lehman Petitioner

- * BEFORE THE
- * ZONING COMMISSIONER
- * OF BALTIMORE COUNTY
- * Case No. 03-215-SPH

*

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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 owner of the subject property, Frederick S. Lehman. The Petitioner requests a special hearing for a finding to confirm that the subject property is a single buildable lot of record and for such additional relief as the nature of this case may require. The subject property and requested relief 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 in support of the request were Frederick S. Lehman, property owner, his wife, Loretta Lehman, Guy Ward, a representative of McKee and Associates, Inc., the consultants who prepared the site plan, and, Howard L. Alderman, Jr., Esquire attorney for the Petitioner. David R. Snyder, an adjacent property owner, appeared as an interested citizen. No one appeared in opposition to the request.

The subject property under consideration is an irregularly shaped parcel located on the south side of Harris Mill Road, east of Freeland Road and I-83, just south of the Maryland Line. The property contains a gross area of 8.68 acres, more or less, zoned R.C.2, and is presently unimproved. As more particularly shown on the site plan, the parcel can best be described as triangular in shape with a narrow strip, approximately 35' wide and 540 feet in length, which provides access to the main body of the parcel from Harris Mill Road. The Petitioner acquired the subject property on April 30, 1990 and is desirous of developing same with a single-family

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dwelling. However, because of its history as part of a larger parcel, the requested relief is necessary to confirm that the subject property can be developed with a single-family dwelling.

In this regard, the subject property was previously part of a larger tract owned by Fuhrman A. Dunnick, which totaled approximately 94 acres in area. The Petitioner, through his Counsel, offered a series of documents that outlined the ownership history of the subject property and larger tract. These exhibits were collectively offered into evidence as Petitioner's Exhibits 2 through 14. During his lifetime, Mr. Dunnick created a revocable trust in which the tract was placed. Subsequently, the tract was subdivided and three contiguous parcels were created. One such parcel is the subject property under consideration. The second parcel contains approximately 20 acres in area and is unimproved. It was indicated at the hearing that this parcel is not developable, due to significant environmental constraints associated therewith, including wetlands. The third parcel contains the balance of the original tract (approximately 66 acres in area) and is also unimproved. Jerome W. and Mary M. Geckle, as Trustees of the Fuhrman A. Dunnick Estate, own the second and third parcels.

As is well settled, the R.C.2 zoning regulations came to Baltimore County in November 1979. At that time, the B.C.Z.R. were amended to establish that zone. The R.C.2 zone is the most restrictive zoning classification in Baltimore County and essentially allows development at the rate of 1 single family dwelling for every 50 acres. For lots between 2 and 100 acres, one subdivision is permitted so as to yield two lots.

Presently, the entire parcel is undeveloped. As noted above, Mr. Lehman proposes to construct a single family dwelling on his property. If permitted, the balance of the original tract, now owned by Mr. & Mrs. Geckle as Trustees, could be developed with another single family dwelling. In this regard, the Petitioner offered a document establishing that the Geckles had placed their property in a District Agreement with the Maryland Agricultural Land Preservation Foundation. That agreement (Petitioner's Exhibit 14) indicates that the Geckles reserved the right to develop a 4.6-acre area of their property with a single family dwelling. Additionally, subsequent to the hearing, the Petitioner submitted a letter from Mr. & Mrs. Geckle confirming

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that they understood and agreed that their parcel had density for no more than one single family dwelling.

Based upon the testimony and evidence presented, I easily find that the special hearing relief should be granted and that Mr. Lehman has the ability to develop his property with one single-family dwelling. That is, it is clear that there were two density units associated with the overall tract. In that one density unit will be utilized by Mr. Lehman, the other density unit is reserved to the remainder of the property, now owned by Mr. & Mrs. Geckle.

As noted above, Mr. Snyder appeared at the hearing as an interested person. His concern mainly relates to an existing easement across his property which may also cross the narrow strip of the subject property. Testimony indicated that vehicular access to the proposed dwelling would be via a driveway within that narrow strip. Mr. Snyder was advised that development of the subject property would be in accordance with the County's environmental regulations and subject to any easements of record on the lot. The issue that he raised regarding potential improvement of the narrow strip will be addressed during the building permit phase.

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

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this day of February, 2003 that the subject property as shown on Petitioner's Exhibit 1, is a single buildable lot of record and as such, the Petition for Special Hearing be and is hereby GRANTED.

Any appeal of this decision must be filed within thirty (30) days of the date hereof.

LAWRENCE E. SCHMIDT

Zoning Commissioner for Baltimore County

LES:bis

ORDER RECEIVED FOR FILING Date 2/23/13 IN RE:

PETITION FOR SPECIAL HEARING

s/s Harris Mill Road, 1685' E of the c/l

of Harris Mill Road (1107 Harris Mill Road) 7th Election District

3rd Councilmanic District

Frederick S. Lehman

Petitioner

BEFORE THE

ZONING COMMISSIONER

FOR

BALTIMORE COUNTY

Case No.: 03-215-SPH

FINDINGS OF FACT AND CONCLUSIONS OF LAW ON RECONSIDERATION OF PRIOR ORDER

This matter comes back before the Zoning Commissioner pursuant to a Motion for Reconsideration filed by the Office of People's Counsel for Baltimore County. Initially, after a public hearing held, by Order dated February 13, 2003 (the "Order"), the Petitioner's request for confirmation that the subject property owned by him was a buildable lot of record was granted. Rather than recite the facts underlying the conclusions of law in this matter, the Order is incorporated herein by reference.

Subsequent to the issuance of the Order, the Office of People's Counsel filed a Motion for Reconsideration suggesting that the Order did not contain an enforceable condition, mechanism or provision relative to the limitation of density to a single dwelling unit on the balance of the tract from which the subject property was created, i.e. that property owned by the Jerome W. Geckle Revocable Trust dated September 30, 1997 and the Mary M. Geckle Revocable Trust dated September 30, 1996 (referred to collectively hereafter as the "Geckle Trust"). Upon receiving notice that Counsel for the Petitioner and the Office of People's Counsel were negotiating a resolution to

the issue presented by the reconsideration motion, this Commissioner granted the Motion.

As a result of the negotiations, the parties have agreed that the Trustees of the Geckle Trust would join in a Consent to Determination of Density (the "Consent") (accepted as "Reconsideration Exhibit 1") and that such Consent, together with a modified plat showing the property owned by the Petitioner and that owned by the Geckle Trust (the "Modified Plat") (accepted as "Reconsideration Exhibit 2"), will be filed in this case and recorded in the the Land Records of Baltimore County together with a copy of the Order and this Order on Reconsideration.

Pursuant the facts and evidence presented in the original case, in the Consent and depicted on the Modified Plat, the special hearing relief requested shall be granted.

The Special Hearing relief granted hereby is subject to the following conditions and restrictions which are conditions precedent to the relief granted herein:

- 1. 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 the date of this Order has expired. If, for whatever reason, this Order is reversed, the Petitioner would be required to return, and be responsible for returning the subject property to its original condition.
- 2. The Order, this Order on Reconsideration, Reconsideration Exhibit 1 and a reduced copy of Reconsideration Exhibit 2 shall, within sixty (60) days of the date of this order, be recorded among the Land Records of Baltimore County, indexed under the names of: i) Frederick S. Lehman; Jerome W. Geckle Revocable Trust dated

ORDER RECEIVED FOR FILING Date

September 30, 1997; iii) Jerome W. Geckle, Trustee; iv) Mary M. Geckle Revocable Trust dated September 30, 1997; and Mary M. Geckle, Trustee.

LAWRENCE E. SCHMIDT

Zoning Commissioner for Baltimore County

IN RE: PETITION FOR SPECIAL HEARING S/S Harris Mill Road, 1,685' East of c/l Harris Mill Road #2 (1107 Harris Mill Road)

7th Election District
3rd Councilmanic District

Frederick S. Lehman,

BEFORE THE

ZONING COMMISSIONER

FOR

BALTIMORE COUNTY

CASE NO.: 03-215-SPH

Petitioner

CONSENT TO DETERMINATION OF DENSITY

The undersigned, being the Trustees of: i) the Jerome W. Geckle Revocable Trust dated September 30, 1997; and ii) the Mary M. Geckle Revocable Trust dated September 30, 1997(referred to collectively herein as the "Trust"), owners of the property identified as Parcel No. 9 as shown on the State Tax Map for Baltimore County No. 3, which property is adjacent to and binds on the property which is the subject of the above-referenced case (Parcel No. 117 on the same tax map) do hereby consent to an order being passed by the Zoning Commissioner for Baltimore County which determines that, based on the existing zoning of Parcel No. 9 there exists the right to erect only one (1) dwelling unit on the entire 64.5+ acres comprising said Parcel No. 9. Any order issued in connection herewith that is subsequently recorded among the Land Records of Baltimore County should list the Trust as an additional name for indexing.

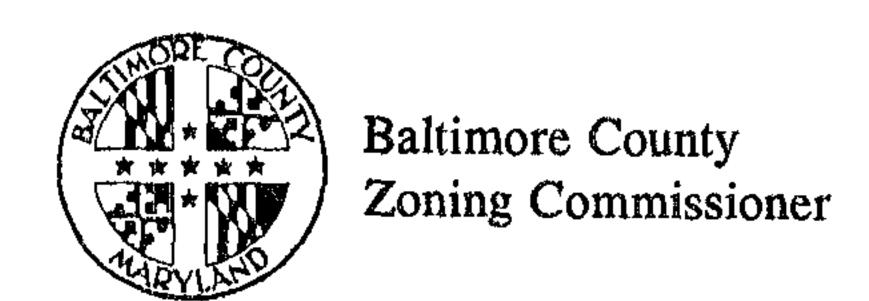
Jerome W. Geckle Revocable Trust dated September 30, 1997

Jerome W. Geckle, Trustee

Mary M. Geckle Revocable Trust dated September

30, 1997

Mary M. Geckle, Trustee



July 23, 2003

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

Fax: 410-887-3468

Howard L. Alderman, Jr., Esquire Levin & Gann 502 Washington Avenue, 8th Floor Towson, Maryland 21204

RE: MOTION FOR RECONSIDERATION PETITION FOR SPECIAL HEARING (1107 Harris Mill Road)

7th Election District – 3rd Council District Frederick S. Lehman - Petitioner

Case No. 03-215-SPH

Dear Mr. Alderman:

Pursuant to the Motion for Reconsideration filed by the Office of People's Counsel in the above-captioned matter, and the Order granting same on April 11, 2003, an agreement has been reached by and between all parties to this case and has been incorporated into the attached supplemental Opinion and 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 Department of Permits and Development Management office at 887-3391.

Very truly yours,

LAWRENCE E. SCHMIDT Zoning Commissioner

for Baltimore County

LES:bjs

cc:

Mr. & Mrs. Frederick S. Lehman, P.O. Box 3191, Spring Hill, Fl. 34611

Mr. Guy Ward, McKee & Associates, 5 Shawan Place, #100, Hunt Valley, Md. 21030

Mr. David R. Snyder, 1/103 Harris Mill Road, Parkton, Md. 21120

Mr. Jerome H. Geckle/P.O. Box 305, Maryland Line, Md. 21105

People's Counsel; Case File

IN RE: PETITION FOR SPECIAL HEARING S/S Harris Mill Road, 1685' E of the c/l

Harris Mill Road (1107 Harris Mill Road) 7th Election District

3rd Council District

Frederick S. Lehman Petitioner * BEFORE THE

* ZONING COMMISSIONER

* OF BALTIMORE COUNTY

* Case No. 03-215-SPH

*

* * * * * * * *

ORDER ON THE MOTION FOR RECONSIDERATION

This matter comes before the Zoning Commissioner for consideration of a Motion for Reconsideration filed in the above-captioned matter on March 12, 2003 by Peter Max Zimmerman on behalf of the Office of People's Counsel for Baltimore County. The Motion was filed seeking confirmation that the relief granted on February 13, 2003 limits the Petitioner to one single lot and that an amended petition, site plan and Order be issued to assure same.

Subsequent to receiving the Motion, Counsel for the Petitioner and the Office of People's Counsel have informed the undersigned Zoning Commissioner that they are currently negotiating a resolution to the issue presented.

NOW, THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this ______day of April, 2003 that the Motion be and is hereby GRANTED and all further proceedings are stayed pending receipt of a written agreement by and between the parties.

LAWRENCE E. SCHMIDT

Zoning Commissioner for Baltimore County

LES:bjs

cc: Howard L. Alderman, Jr., Esquire

502 Washington Avenue, 8th Floor, Towson, Md. 21204

Mr. & Mrs. Frederick Lehman, P.O. Box 3191, Spring Hill, Fl. 34611

Mr. & Mrs. Jerome H. Geckle, P.O. Box 305, Maryland Line, Md. 21105

Peter Max Zimmerman, Esquire, Office of People's Counsel

Case File

Baltimore County, Maryland



OFFICE OF PEOPLE'S COUNSEL

Room 47, Old CourtHouse 400 Washington Ave. Towson, MD 21204

(410) 887-2188

PETER MAX ZIMMERMAN People's Counsel

March 12, 2003

CAROLE S. DEMILIO
Deputy People's Counsel

Lawrence Schmidt Zoning Commissioner 401 Bosley Avenue, 4th Floor Towson, MD 21204

Re:

Frederick S. Lehman, Legal Owner

Case No.: 03-215-SPH

Dear Mr. Schmidt:

Enclosed please find a Motion for Reconsideration to be filed with regard to the above-captioned case.

If you have any questions or concerns, please contact my office.

Sincerely,

Peter Max Zimmerman

People's Counsel for Baltimore County

PMZ/rmw

Enclosure

cc: Howard L. Alderman, Esquire, 502 Washington Avenue, 8th Floor, Towson, MD 21204

Jerome H. Geckle, P.O. Box 305, Maryland Line, MD 21105, Petitioner

RECEIVED

MAR 1 2 2003

ZONING COMMISSIONER

IN RE: PETITION FOR SPECIAL HEARING	*	BEFORE THE
S/S Harris Mill Road, 1,685' E of c/l Harris		
Mill Road	*	ZONING COMMISSIONER
7 th Election District		
3 rd Councilmanic District	*	OF BALTIMORE COUNTY
(1107 Harris Mill Road)		
	*	CASE NO. 03-215-SPH
Frederick S. Lehman, Legal Owner		
	*	
Petitioner(s)		

MOTION FOR RECONSIDERATION

People's Counsel for Baltimore County moves, pursuant to Rule K of the Zoning Commissioner's Rules for Reconsideration, on the following grounds:

- 1. The February 13, 2003 decision recognizes that the original 94 acre parcel, zoned R.C. 2, is limited to two lots under B.C.Z.R. 1A01.3B relating to subdivision lot density.
- 2. The approval of Petitioner;s 8.68 acre lot therefore leaves one lot available to the balance of the tract.
- 3. While the opinion discussed the willingness of the owner of the balance of the tract, Jerome W. Geckle and Mary M. Geckle as trustees, voluntarily to limit their development to the single lot, the Order does not contain an enforceable condition, mechanism, or provision to assure this limitation.
- 4. Under these circumstances, there should be an amended petition, site plan, and Order which provides explicitly that the Geckle property is so limited, including the location of the proposed Geckle lot and the remainder to be kept as non-density.
- 5. People's Counsel expects that the parties will be able to resolve this in a way which better effectuates the intent of the parties and explicitly reflects the required subdivision lot density.

WHEREFORE, People's Counsel moves for Reconsideration of the Zoning Commissioner's decision dated February 13, 2003.

PETER MAX ZIMMERMAN

People's Counsel for Baltimore County

CAROLE S. DEMILIO

Deputy People's Counsel Old Courthouse, Room 47

400 Washington Avenue

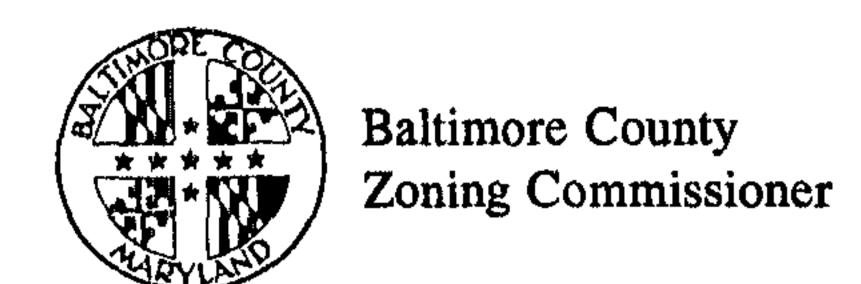
Towson, MD 21204

(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2 day of March, 2003, a copy of the foregoing Motion for Reconsideration was mailed postage pre-paid to Howard L. Alderman, Esquire, 502 Washington Avenue, 8th Floor, Towson, MD 21204 and to Jerome H. Geckle, P.O. Box 305, Maryland Line, MD 21105, Petitioner.

PETER MAX ZIMMERMAN



February 13, 2003

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

Fax: 410-887-3468

Howard L. Alderman, Jr., Esquire Levin & Gann 502 Washington Avenue, 8th Floor Towson, Maryland 21204

RE: PETITION FOR SPECIAL HEARING
S/S Harris Mill Road, 1,685' E of the c/l Harris Mill Road
(1107 Harris Mill Road)
7th Election District – 3rd Council District
Frederick S. Lehman - Petitioner
Case No. 03-215-SPH

Dear Mr. Alderman:

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 Department of Permits and Development Management office at 887-3391.

Very truly yours,

LAWRENCE E. SCHMID Zoning Commissioner

for Baltimore County

LES:bjs

cc: Mr. & Mrs. Frederick S. Lehman, P.O. Box 3191, Spring Hill, Fl. 34611

Mr. Guy Ward, McKee & Associates, 5 Shawan Place, #100, Hunt Valley, Md. 21030

Mr. David R. Snyder, 1103 Harris Mill Road, Parkton, Md. 21120

Mr. Jerome H. Geckle, P.Ø. Box 305, Maryland Line, Md. 21105

People's Counsel; Case File



Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at	1107	Harris	Mill Road
which is presently			

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

* Please see attached

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: Legal Owner(s): Frederick S. Lehnan Name - Type or Print Name - Type or Print Signature Signature Address Telephone No. Name - Type or Print City Slale Zip Code Signature P.O. Box 3191 Attorney For Petitioner: 686-7501 Address Telephone No. Howard L. Alderman, Jr. Spring Hill, Florida 34611 Name - Type or Print City State Zip Code Representative to be Contacted: Guy C. Ward Levin and Gann, P.A. McKee & Associates, Inc. Company Nottingham Centre, 8th Floor Name 5 Shawan Road, Suite 1 (410) 527-1555 502 Washington Avenue (410) 321-0600 (*) Address Telephone No. Address Telephone No. Cockeysville, MD 21030 Towson, MD 21204-77 City State Zip Code City State Zip Code OFFICE USE ONLY ESTIMATED LENGTH OF HEARING UNAVAILABLE FOR HEARING Date REV 9/15/98

Attachment 1

PETITION FOR SPECIAL HEARING

CASE NO: 03-2/5-SPH

Address:

1107 Harris Mill Road

Legal Owner: Frederick S. Lehman

Present Zoning: RC-2

REQUESTED RELIEF:

"why the Zoning Commissioner should" confirm the subject property, conveyed to the current owner by the Estate of Furhman A. Dunnick (deceased), as a single, buildable lot of record and for such additional relief as the nature of this case as presented at the time of the hearing on this Petition may require, within the spirit and intent of the BCZR.

FOR ADDITIONAL INFORMATION ON THIS PETITION, PLEASE CONTACT:

Howard L., Alderman, Jr., Esquire Levin & Gann, P.A. 8th Floor, Nottingham Centre 502 Washington Avenue Towson, Maryland 21204

(410) 321-0600 Fax: (410) 296-2801 halderman@LevinGann.com

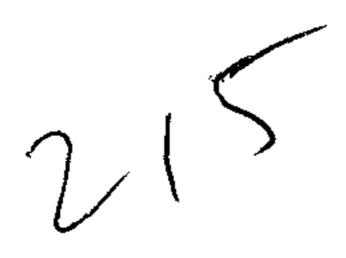
November 4, 2002

Zoning Description
Lehman Property
1107 Harris Mill Road
7th Election District
3rd Councilmanic district
Baltimore County, Maryland

Beginning for the same on the South side of Harris Mill Road which is 18 feet, +/- wide, at a distance of 1685 feet +/- East of the centerline of the nearest improved intersecting street Harris Mill Road #2 which is 18 feet, +/-wide, as recorded in deed liber 8510 folio 767, thence running for the following ten bearings and distances as follows:

- 1. South 40 degrees 01 minutes 12 seconds East 54.70 feet,
- 2. South 31 degrees 31 minutes 12 seconds East 543.48 feet,
- 3. North 81 degrees 13 minutes 54 seconds East 224.07 feet,
- 4. South 85 degrees 58 minutes 35 seconds East 297.16 f
- 5. South 62 degrees 42 minutes 18 seconds East 393.64 feet,
- 6. South 21 degrees 53 minutes 20 seconds East 640.96 feet,
- 7. North 41 degrees 48 minutes 39 seconds West 994.23 feet,
- 8. North 31 degrees 31 minutes 12 seconds West 540.41 feet,
- 9. North 40 degrees 01 minutes 12 seconds West 61.51 feet,
- 10. North 63 degrees 51 minutes 47 seconds East 41.20 feet to the place of beginning.

Containing 378,007 S.F.+/-, or 8.68 acres,+/-. Also being known as 1107 Harris Mill Road, and being located in the 7th election district, 3rd Councilmanic district.



BALTIMORE COUNTY, MARYLAND No.16364 OFFICE OF BUDGET & FINANCE MISCELLANEOUS RECEIPT 4. SO ANTHOUGH URREACHER (宋 (6)) - (6)(6)(6) Perpt fot 一句。(何一诗 Billimar (innity, Buyland DISTRIBUTION WHITE - CASHIER **CASHIER'S VALIDATION**

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PINK - AGENCY

YELLOW - CUSTOMER

NOTICE OF ZONING HEARING

The Zoning Commissioner of Batimore County by authority of the Zoning Act and Regulations of Batimore County will hold a public hearing in Iowson.

Maryland on the property identified herein as follows.
Case: #03-217-A
4106 Klausmier Road
Elsude Klausmier Road
Elsude Klausmier Road
145.25 feet south of east side Bauer Road
11th Election District
Lega Owner(s). The Estate of John Jr., Margaret, M. Barrett, Personal Representative Barrett, Personal Representative Wartance: to permit a lot width of 50 feet in lieu of the reduired 55 feet and to approve an undersized iot and any additional relief deemed necessary
Hearing: Monday, December to approve an undersized iot and any additional relief deemed necessary
Hearing: Monday, December to approve an undersized iot and any additional relief deemed accommissioner for Special accommissioner for Batimore County
NOTES: (1) Hearings are Handicapped Accessible; for Special accommodations please Contact the Zoning Commissioner's Office at (410) 887-4386.

(2) For Information concerning Review Office at (410) 887-3391

CERTIFICATE OF PUBLICATION

13/13/13/13

THIS IS TO CERTIFY, that the annexed advertisement was published in the following weekly newspaper published in Baltimore County, Md.,

once in each of successive weeks, the first publication appearing on $|\mathcal{Q}|(\mathcal{A})$, 20C2.

X The Jeffersonian

Arbutus Times

Catonsville Times

☐ Towson Times

Owings Mills Times

☐ NE Booster/Reporter

☐ North County News

Jungan C

LEGAL ADVERTISING

CERTIFICATE OF POSTING

RE: Case No.: 03-215 SPH

Petitioner/Developer: LEHMAN

M°KEE-527-1563

Date of Hearing/Closing: 12/30/02

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

Post-it* Fax Note	7671	Date # of ₩
To	:	From
Co /Dept.		Ço.
Phone #		Phone #
Fgx #		Fax#

Attention:

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 # 1107-HARRIS MILL RD.

The sign(s) were posted on 12/14/02 FIXED 12/16/02

Sincerely,

Parked Older Sen

PATRICK M. O'KEEFE

(Printed Name)

523 PENNY LANE

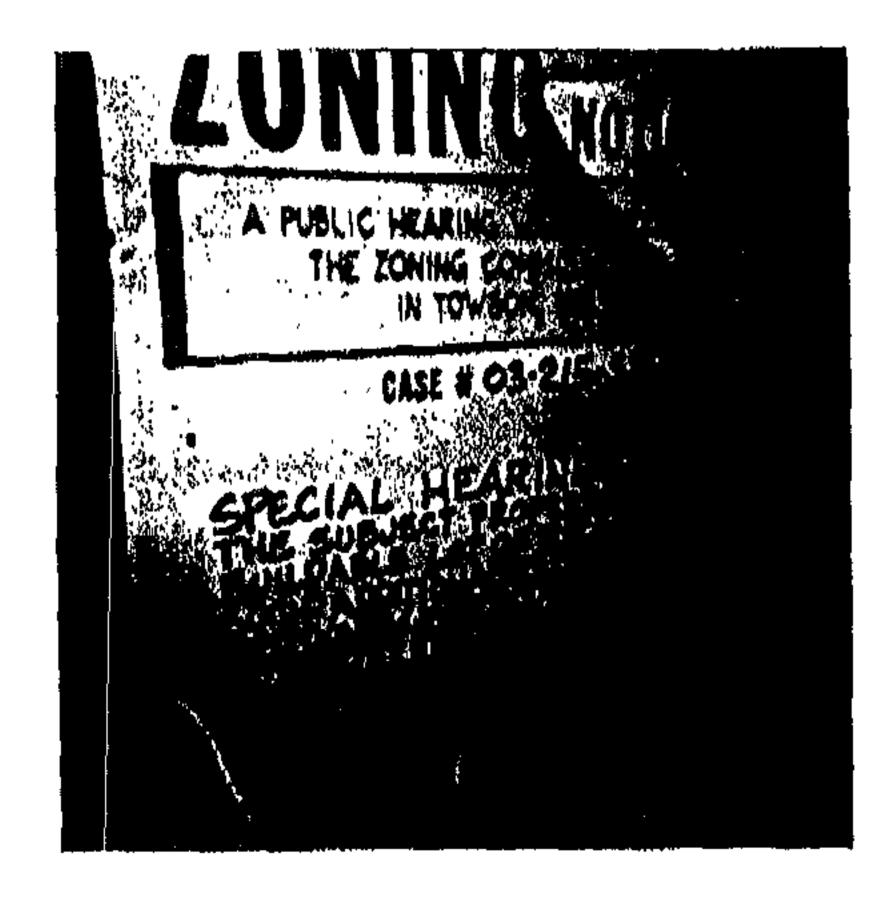
(Address)

HUNT VALLEY, MD. 21030

(City, State, Zip Code)

410-666:5366 ; CELL-410-905-8571

(Telephone Number)



DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT ZONING REVIEW

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

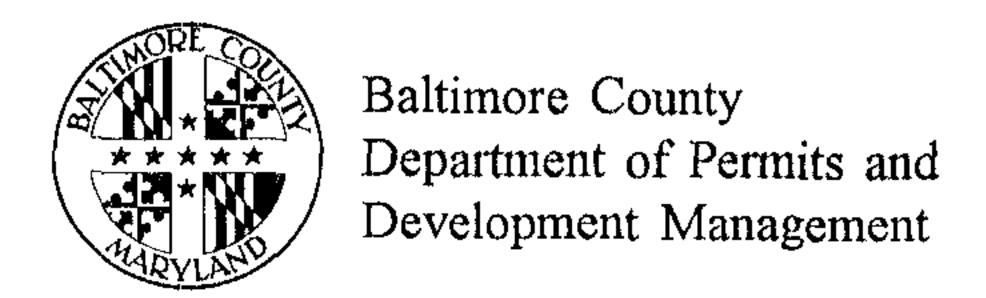
The <u>Baltimore County Zoning Regulations</u> (BCZR) require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign 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:
Address or Location: 1107 Harris Mill Romo Principon, Mp 21170
PLEASE FORWARD ADVERTISING BILL TO:
Name: MR. FREDERICK S. LEHMAN
Address: P.o. Box 3191
SPRING HILL, FLORIDA 34611
Telephone Number: (352) 486 7501

Revised 2/20/98 - SCJ



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

November 26, 2002

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: 03-215-SPH

1107 Harris Mill Road

S/side of Harris Mill Road, 1685 +/- feet east of centerline of Harris Mill Road 7th Election District – 3rd Councilmanic District

Legal Owner: Frederick S. Lehman

Special Hearing to confirm the subject property is a buildable lot of record

and for such additional relief this Petition may require.

Hearings:

Monday, December 30, 2002 at 9:00 a.m. in Room 407, County Courts

Building, 401 Bosley Avenue

Arnold Jablon Director

AJ:rlh

C: Howard Alderman, Levin and Gann, P.A., Nottingham Centre, 8th Floor, 502 Washington Avenue, Towson 21204 Frederick S. Lehman, P.O. Box 3191, Spring Hill, FL 34611 Guy C. Ward, McKee & Associates, Inc., 5 Shawan Road, Suite 1, Cockeysville 21030

NOTES: (1) THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY SATURDAY, DECEMBER 14, 2002.

(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

Thursday, December 12, 2002 Issue - Jeffersonian

Please forward billing to:

Mr. Frederick S. Lehman P.O. Box 3191 Spring Hill, FL 34611

352-686-7501

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: 03-215-SPH

1107 Harris Mill Road

S/side of Harris Mill Road, 1685 +/- feet east of centerline of Harris Mill Road

7th Election District – 3rd Councilmanic District

Legal Owner: Frederick S. Lehman

Special Hearing to confirm the subject property is a buildable lot of record and for such additional relief this Petition may require.

Hearings:

Monday, December 30, 2002 at 9:00 a.m. in Room 407, County Courts

Building, 401 Bosley Avenue

LAWRENCE E. SCHMIDT

ZONING COMMISSIONER FOR BALTIMORE COUNTY

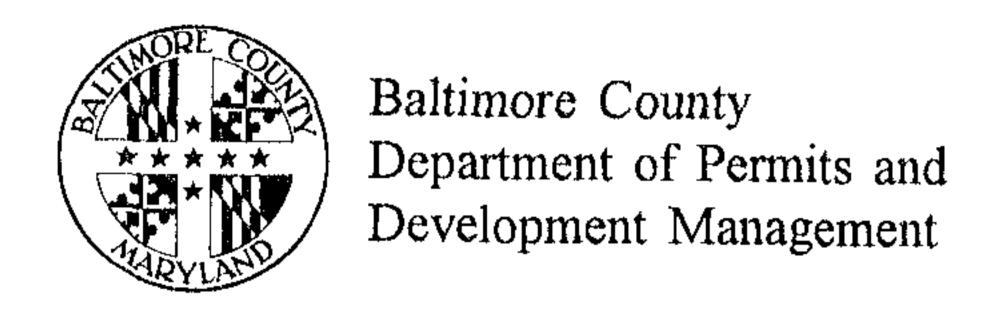
NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL

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.



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

December 27, 2002

Howard L. Alderman, Jr. Levin & Gann 502 Washington Ave., 8th Floor Towson, MD 21204

Dear Mr. Alderman:

RE: Case Number: 03-215-SPH, 1107 Harris Mill Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on November 4, 2002.

The Zoning Advisory Committee (ZAC), which consists of representatives from several 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.

Very truly yours,

W. Carl Richards, Jr.

W. Carl Richards, Jr. Supervisor, Zoning Review

WCR:rlh

Enclosures

c: People's Counsel

Frederick S. Lehman, P.O. Box 3191, Spring Hill, Florida 34611 Guy Ward, McKee & Associates, 5 Shawan Road, Suite 1, Cockeysville 21030

BALTIMORE COUNTY, MARYLAND DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO: Arnold Jablon

FROM: R. Bruce Seeley 25 70

DATE: <u>12/19/02</u>

SUBJECT: Zoning Item 215

Address <u>1107 Harris Mill Road</u>

Zoning Advisory Committee Meeting of <u>11/25/02</u>

Ground Water Management

This property must meet minimum requirements for well and septic areas. Soil evaluations must be conducted.

Reviewer: Sue Farinetti Date: 12/10/02



Maryland Department of Transportation State Highway Administration

Parris N. Glendening Governor

John D. Porcari Secretary

Parker F. Williams
Administrator

Date: 11 · 27 · 02

Mr. George Zahner
Baltimore County Office of
Permits and Development Management
County Office Building, Room 109
Towson, Maryland 21204

RE: Baltimore County

Item No. 215

JCM

Dear. Mr. Zahner:

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,

P. J. Stredle

1~

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

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO:

Arnold Jablon, Director

DATE: November 27, 2002

Department of Permits and Development Management

FROM:

Arnold F. 'Pat' Keller, III

Director, Office of Planning

SUBJECT:

Zoning Advisory Petition(s): Case(s) 03-215 & 03 219

The Office of Planning has reviewed the above referenced case(s) and has no comments to offer. For further questions or additional information concerning the matters stated herein, please contact Mark A. Cunningnam in the Office of Planning at 410-887-3480.

Section Chief:

AFK/LL:MAC

Section Chief:



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

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

November 26, 2002

ATTENTION: George Zahner

Distribution Meeting of November 25, 2002

Dear Mr. Zahner:

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.

7. The Fire Marshal's Office has no comments at this time, in reference to the following items:

214-223

REVIEWER: LIEUTENANT JIM MEZICK, Fire Marshal's Office

PHONE 887-4881, MS-1102F

cc: File

RE: PETITION FOR SPECIAL HEARING * BEFORE THE

1107 Harris Mill Road; S/side of Harris Mill

Road, 1685 +/- ft E of Centerline of Harris * ZONING COMMISSIONER

Mill Road #2

7th Election District * FOR

3rd Councilmanic District

Legal Owner: Frederick S.Lehman * BALTIMORE COUNTY

Petitioner

* 03-215-SPH

* * * * * * * * *

ENTRY OF APPEARANCE

Please enter the appearance of People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and 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 day of November, 2002, a copy of the foregoing Entry of Appearance was mailed to Guy C. Ward, McKee & Associates, Inc, 5 Shawan Road, Suite 1, Cockeysville, MD 21030 & Howard L. Alderman, Jr., Levin & Gann, P.A., Nottingham Centre, 502 Washington Avenue, 8th Floor, Towson, MD 21204, Attorney for Petitioner(s).

PETER MAX ZIMMERMAN

People's Counsel for Baltimore County



Parris N. Glendening
Governor

Kathleen Kennedy Townsend
Lt. Governor

Roy W. Kienitz Secretary Mary Abrams Deputy Secretary

December 2, 2002

Mr. George Zahner
Baltimore County Department of Permits and Development Management
County Office Building
111 West Chesapeake Avenue
Room 111, Mail Stop # 1105
Towson MD 21204

Re: Zoning Advisory Committee Agenda 12/2/02 re: Case numbers 03-214-SPHA, 03-215-SPH, 03-216-A, 03-217-A, 03-218-SPH, 03-219-SPHA, 03-220-A, 03-221-SPH, 03-222-A, 03-223-SPH

Dear Mr. Zahner:

The Maryland Department of Planning has received the above-referenced information on 11/26/02. The information has been submitted to Mr. Mike Nortrup.

Thank you for your cooperation in this review process. Please contact me at 410.767.4550 or the above noted reviewer if you have any questions.

James R. Gatto

Manager

Metropolitan Planning

Local Planning Assistance Unit

cc: Mike Nortrup

HOWARD L. ALDERMAN, JR. halderman@LevinGann com

> DIRECT DIAL 410-321-4640

LAW OFFICES

Levin & Gann

A PROFESSIONAL ASSOCIATION

NO ITINGHAM CENTRE 502 WASHINGTON AVENUE 8th Floor TOWSON, MARYLAND 21204 410-321-0600 TELEFAX 410-296-2801

ELLIS LEVIN (1893-1960) CALMAN A. LEVIN (1930-2003)

RECEIVED

JUL 1 5 2003

ZONING COMMISSIONER

July 14, 2003

Lawrence E. Schmidt, Zoning Commissioner for Baltimore County 401 Bosley Avenue, Suite 405 Towson, Maryland 21204

> Frederick S. Lehman Property Re:

Case No.: 03-215-SPH

Disposition on Reconsideration

Dear Mr. Schmidt:

Subsequent to your granting of the Motion for Reconsideration filed by the Baltimore County Office of People's Counsel, Peter Zimmerman, Esquire of that Office and I have discussed at some length how to resolve the issue of concern raised by his Office. After considering those concerns and discussing them with my client and the adjoining neighbor, the Geckle Trusts, an agreement has been reached. In furtherance of that agreement, I enclose herewith the following:

- A proposed Findings of Fact and Conclusions of Law on Reconsideration of Prior Order that has been prepared and reviewed by both Mr. Zimmerman and myself;
- A Consent to Determination of Density, signed by Jerome W. Geckle and Mary M. Geckle, each, respectively the Trustee of the Trusts listed (this Consent is identified in the proposed Order as Reconsideration Exhibit No. 1);
- A Revised Zoning Plan for the Lehman property Harris Mill Road that contains an additional note (note No. 3), additional property descriptions on each of Parcel 117 and Parcel 9, and signatures of the owners of those respective properties (this Plan is referenced in the proposed Order as Reconsideration Exhibit No. 2).

July 14, 2003 Page 2

I would appreciate it if you would review the proposed Order and the other materials enclosed with this letter and issue an Order in this matter as soon as possible. Should you need additional clarification of the issue or any of the enclosed materials, please do not hesitate to call Mr. Zimmerman or myself.

Very truly yours,

Howard L. Alderman, Jr.

HLA/pal Enclosures

c/enc: Mr. Frederick S. Lehman

Peter Max Zimmerman, Esquire Mr. and Mrs. Jerome W. Geckle G.\Chents\Lehman, Mi & Mrs Frederick S. (14024)\schmidt-l.ltr.wpd



PO Box 305 Maryland Line, MD 21105

Mary & Jerry Geckle

1/10/03 *13.25.594

Mr Lawrence & Schmidt Joning Commissioner 401 Bosley ave Suite 405 Towson Med 21204

JAN 1 1 03

Dear Mr Schmidt

This letter is to enform you that we have no apposition to you granting Spenal Hearing relief to permit the Sehman's to build on their parcel.

The Lehmon's have been good meighbors for all the years we have know them.

Sincerely Jerone It Seekle

elf you have any questions please call 410 343 2420

HOWARD L. ALDERMAN, JR.

halderman@LevinOann.com

DIRECT DIAL

410-311-4540

LAW OFFICES

LEVIN & GANN

A PROFESSIONAL ASSOCIATION

NOTTINGHAM CENTRE
502 WASHINGTON AVENUE
8th Floor
TOWSON, MARYLAND 21204
410-321-0600
FACSIMILE 410-296-2801

ELLIS I.EVIN (1893-1960)

January 27, 2003

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME	TELEFAX NO.
Lawrence E. Schmidt, Esquire Zoning Commissioner for Baltimore County	410-887-3468

FROM:

HOWARD L. ALDERMAN, JR., ESQUIRE

NUMBER OF PAGES [INCLUDING THIS COVER PAGE]:

2

CLIENT/MATTER: Lehman Property - Case No. 03-215-SPH/Harris Mill Road

COMMENTS: Commissioner: at the conclusion of the hearing held on December 30, 2002, you indicated that you desired a letter from the adjoining landowner, Mr. Geckle, of no objection to the relief requested. I have just received my copy of the letter that Gerry Geckle sent to you; I am faxing you a copy to ensure that you have it. Please call me with any questions. Thank you.

[x] ORIGINAL WILL NOT BE MAILED

If you do not receive all of the pages Indicated above, please call 321-0600 as soon as possible.

My return FAX Number is (410) 296-2801.

Warning: Unauthorized interception of this telepak communication could be a violation of federal and maryland law.

The information contained in this transmission is attorney privileged and confidential. It is intended only for the use of the individual or entity named above, if the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone collect and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for expenses. Thank You.



PO Box 305 Maryland Line, MD 21105

1/10/03

Mary & Jerry Geckle

Mr Lawrence E Schmidt Joning Commissioner 401 Boaley am Suite 405 Towarn Med 21204

Dear Mr Schmidt

This letter is to inform you that we have no apposition to you granting Special Hearing relief to permit the Sekman's to build on their parcel.

The Lehmon's have been good meight for all the years we have know them.

Jeron It Senkle Jet you have any questione place call 410 343 2420

PATRICK M. O'KEEFE

INVOICE

523 PENNY LANE HUNT VALLEY, MD 21030

Phone Number (410) 666-5366

SOLD TO:

McKee & Associates

5 Shawan Road

Cockeysville MD 21030

Attention: Mary

INVOICE NUMBER 1464 INVOICE DATE 12/06/02 TERMS TEN DAYS

12

QUANTITY	DESCRIPTION	UNIT PRICE	AMQUNT
1 POSTING OF ZONING S	IGNCase # 03-215-SPH 1107 Harris Mill Road	80.00	80.08
	Hearing: Dec. 30, 2002		
		TOTAL	80.00
Questions concerning this invoice? Call: (410) 666-5366	MAKE ALL CHECK PATRICK M. O'KE	(S PAYABLE TO:	\$ 80.00 PAY THIS AMOUNT

THANK YOU FOR YOUR BUSINESS!

CASE NAME Lehman Caputs
CASE NUMBER 03-215-SPA

PETITIONER'S SIGN-IN SHEET

	Mulley MD 2103	Five Shawan Place Sute 100	
		McKeed Associates luc.	Buy 0'12
	Tausm no 2204	Ave Suite Son	
		Levin & Gaun, PA 502 Washouting	FOURAGE C ACOCROMAN SE
Deckeekaspack net.	(1750 70 11 W margo)	P.O. BOX 3)91	FREDERICK S. LEHMAN
	SOPING HIM F1 3461	1618 XOQ '0.1	LOPETTA LEHMAN
E- MAIL	CITY, STATE, ZIP	ADDRESS	NAME

DATE	CASE NUMBER	CASE NAME

CITIZEN'S SIGN-IN SHEET

										David R. (n) de	NAME
				NOTTING			7. 410-5			1103 Harris Mill Roca	ADDRESS
			410-321-0600	NOTTINGHAM CENTRE, 8TH FLOOR • 502 WASHINGTON AVENUE TOWSON, MARYLAND 21204	LEVIN & CANN, P.A.	HOWARD L ALDERMAN, JR. ATTORNEY-AT-LAW	DIAL 40-321-4640 e-mail halderman@LevinGann com 410-592-2612 TELECOPIER 410-296-2801			Parkton Maryland 11100	CITY, STATE, ZIP
										Mi prook @ 5 tor power net	E- MAIL

UMER 5 9 8 8 PACE 3 8 9

TRIS AGREEMENT, made at Baltimore County, Maryland this 20th day of December, 1978, by and between FURHMAN A. DUNNICK, of Baltimore County, Maryland (hereinafter called "Grantor"), and the said FURHMAN A. DUNNICK, (hereinafter called "Trustee").

YIINAASAIA:

VEX.EAS, the Grantor desires to place in trust the assets listed on Schedule "A" attached hereto and made a part hereof upon the terms and provisions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and of the mutual covenants berein contained, the Grantor hereby assigns, transfers and sets over unto the Trustee all of his right, title and interest in and to the assets described and referred to in said Schedule "A", said assets and all additions thereto being herein referred to as the "Trust Estate".

TO HAVE AND TO HOLD upto the Trustee, and his successors.

In trust for the following purposes and subject to the following terms and conditions:

ARTICLE FIRST: The right to amend or revoke this Agreement in whole or in part shall be reserved unto the said Furhman A. Dunnick, provided that the duties, powers, compensation and liabilities of the Trustee shall not be changed without his written consent; and provided further, that any amendment shall be executed in the same manner as this Agreement and that any revocation shall be executed only by the said Furhman A. Dunnick and shall become effective upon delivery to the Trustee. Upon the revocation of this Agreement the Trustee shall assign, transfer and deliver absolutely to the Grantor all assets then constituting the Trust Estate and the receipt of the Grantor shall constitute a full and complete discharge to the Trustee. The said Furhman A. Dunnick further reserves the right to withdraw from the effect of this Trust Agreement at any time any of the assets forming a part of the Trust Estate, and upon delivery to

PETITIONER'S EXHIBIT

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the Trustee of a written receipt covering the assets so being withdrawn the Trustee shall assign, transfer and deliver such assets absolutely to the Grantor.

ARTICLE SECOND: The Trustee shall collect the income, rents and profits from the Trust Estate and after the payment of all taxes thereon and all expenses and charges incident to the management thereof shall pay over and distribute the net income and principal thereof, accounting from the date hereof, in the following manner:

- a. The Trustee shall pay all of the net income to the Grantor during his lifetime. If in the sole judgment of the Trustee the said Furbman A. Dunnick shall become mentally or physically incapable of exercising his right to make withdrawals from principal, the Trustee shall have authority in his sole and absolute discretion to make payments from principal to the extest that he may deem reasonable and proper for the general welfare and comfort of the Grantor in accordance with his station in life; and for the purpose of providing for him in the event of accident, illness, or other financial emergency including funeral expenses. The Grantor directs that in exercising such discretionary powers the Trustee shall take into account the other financial resources of the Grantor and shall make only such discretionary payments as may be necessary to supplement such other financial resources.
- b. Upon the death of the Grantor, the Trustee shall divide the Trust Estate in equal shares so that there shall be one equal share for each child of the grantor who is then living.
- c. As to any share set saids under any provisions of this Agreement for a child or children of the said Grantor, the Trustee shall distribute the share absolutely to such child; provided however, that any portion which shall become payable

USER5980 PAGE391

years shall west in such child but the Trustee shall retain such portion in further trust and shall use and apply so much of the income and principal thereof as in their discretion may be necessary for the support, maintenance and education of such child until she attains the age of twenty five (25) years at which time the Trustee shall distribute to her absolutely the remaining principal and income of her portion. If such child shall die before she attains the age of twenty five (25), the Trustee shall distribute her portion as hereinabove provided in equal shares to the then living children of the grantor.

- d. If at any time there shall remain in the hands of the Trustee any portion of the Trust Estate not otherwise allocable or distributable under any other provision of this Agreement, the Trustee shall distribute absolutely such portion in equal shares unto (1) Christ Lutheran Church, Shrewsbury, Pa. and (2) Lutheran Home for Aged, 750 Kelly Drive, York, Pa.
- e. Except as otherwise specifically provided in this agreement, the Trustee shall make payments only into the hands of the beneficiary entitled thereto so that neither the income nor principal shall be subject to assignment, nor be anticipated, nor be liable for the debts or contracts of a beneficiary, nor be taken in execution by attachment, garnishment or other proceeding while in the hands of the Trustee; provided however, that deposit to the credit of a beneficiary in any banking institution shall be deemed payment into her hands; and provided further, that if a beneficiary be under age 25, or in the judgment of the Trustee shall be of unsound mind whether adjudicated an incompetent or not, or be suffering from physical or mental disorder which renders her incapable of the management of the payments to which she may be entitled hereunder, the Trustee may

UMERS 980 PAGES 92

in their discretion expend for the benefit of such beneficiary
the amounts payable to her, or they may make such payments to her
duly appointed committee or guardian or to the person who in their
judgment should have the responsibility for disbursing the funds
evailable for her care and maintenance and the receipt of any
such person or corporation shall be an absolute discharge to the
Trustee for the sums so paid over.

ARTICLE THIRD: The Trustee shall have authority to receive other property, real or personal, including policies of insurance on the life of the Grantor, which may be devised, bequeathed, seeigned, granted, conveyed or made payable to the Trustee by the Grantor, and all such property shall be administered in accordance with the provisions of this Agreement.

article fourth: Upon the death of the said Furhman A. Dunnick, or upon his voluntary retirement as Trustee hereunder, or at such time as two physicians shall certify that the said Furhman A. Dunnick is incapable of handling his own affairs, D. Franklin Wherley and Irthur L. Rhoads, Jr. shall be the successor Trustees hereunder, and all powers, discretion and authority hereby conferred upon the original Trustee shall pass to and devolve upon any successor Trustee, and wherever the Trustee is referred to herein it shall be construed to refer to whoever may from time to time be acting as Trustee hereunder. The said D. Franklin Wherley and Arthur L. Rhoads, Jr. or the survivor of them may at anytime after the death of the Grantor designate successor trustee(s) hereunder to succeed them upon their death or resignation.

ARTICLE FIFTH: No court accounting shall be necessary,
and a Successor Trustee hereunder shall accept such essets as
are distributed to them by a previous Trustee and/or Executor of
the estate of the Grantor; and shall have no duty to examine
the accounts, records or proceedings of such previous Trustee

USER 5 9 8 0 PAGE 3 9 3

and/or Executor prior to accepting distribution of the assets from such previous Trustee and/or Executor. The Successor Trustee hereunder shall have no responsibility or liability for any actions of or failure to act on the part of the previous Trustee and/or Executor of the estate of the Grantor, but shall be chargeable only with such investments, cash or other property actually received by them from the previous Trustee and/or Executor of the estate of the Grantor.

ARTICLE SIXTE: The Trustee is authorized to take any action for the benefit and protection of the Trust Estate which he might do if the absolute owner thereof including, but not limited to, the following:

- a. Without regard to customary trust investment practices, to retain any asset contributed by the Grantor during his lifetime or which the Grantor may own at the time of his death, until the Trustee shall determine to dispose thereof;
- b. To invest funds in various assets, including preferred and common stocks, without being restricted by statute, rule or law of court, or practice governing the diversification or investment of trust funds; and to hold funds uninvested;
- c. To sell or otherwise dispose of any asset at such times and upon such terms as they shall deem advisable; to extend the time of payment of any obligation; to foreclose mortgages and bid in property under foreclosure and to hold, lease and manage the same; to continue mortgage investments after maturity either with or without renewal or extension; to partition real estate which they may hold jointly or in common with others; and to execute and deliver or to join in the execution and delivery of any options, deeds, leases (including leases extending beyond the duration of the trust estate) or other instruments which may be necessary;
- d. To compromise, settle or submit to arbitration any claim in favor of or against the trust estate.
- e. To borrow money and to pledge or mortgage assets as security for the repayment thereof;
- f. To vote in person or by general or limited proxy; to join in, comment to or oppose any deposit agreement, reorganization proceedings, merger, dissolution or other corporate adjustment; to pay any assessment levied thereon; to exercise any option or rights given in connection therewith;
- g. To determine whether expenses or other disbursements made by them shall be charged in whole or in part against principal or income;

LEER 5 9 8 0 PAGE 3 9 4

h. To distribute in whole of in part in cash or in kind and to value assets for any purpose whatsesver, such distribution and valuation to be conclusive against all persons interested hereunder;

i. To employ and compensate, out of the principal or income of the estate as to them shall seem proper, agents, brokers, and attorneys in fact or attorneys at law to manage any of the assets of the estate, and to do so without liability for any neglect, omission, misconduct or default of any such agent or attorney provided he was selected and retained with reasonable care.

the rates from time to time provided by law and reasonable additional compensation for services of an unusual nature such as investigations relating to payments to be made in the exercise of discretion conferred bereunder; managing real and leasehold property; and other services of whatever nature not normally incident to the administration of conventional trust funds; provided however, that the total compensation paid to the Trustee shall be not less than Three Mundred Dollars (\$300.00) per annual all of which shall be charged against principal except that portion thereof which represents statutory commissions on income which shall be charged against income. Provided however, that the said Furbase A. Dunnick shall serve without compensation.

ARTICLE RIGHTH: It is the intention of the Grantor that this trust estate shall not be administered under Court jurisdiction and is the event that application is made to any Court for any purpose in connection with the trust estate or the provisions of this Agreement, it is the intention that such Court shall have jurisdiction of the specific matter at issue and shall not retain jurisdiction over the trust estate unless requested to do so by the Trustee.

ARTICLE MINTH: This Agreement has been executed by the Grantor and accepted by the Trustee in the State of Maryland and all questions pertaining to its validity, construction and administration shall be determined in accordance with the laws of that State.

UNEX 5 9 8 9 PAGE 3 9 5

IN WITNESS WEEREOF, the Grantor and the Trustee have hereunto set their hands and affixed their seals as of the day and year first above written.

TEST:

Edith Martin

SURFINAN A. DONNICK CHAIN

TEST:

Edita martin

FUNDAN A. DUNNICK (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HERRBY CERTIFY that on this 20th day of December, 1978
before the subscriber, a notary public of the State of Maryland
in and for the County of Saltimore aforesaid, personally appeared
Furbman A. Dunnick, the Grantor named in the aforegoing Agreement
and he acknowledged the aforegoing Agreement to be his Act.

Witness, my hand and Notarial Seal.



Edith 717 artin

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 20th ay of December, 1975 before the subscriber, a notary public of the State of Maryland in and for the County of Baltimore aforesaid, personally appeared Furbman A. Dunnick, the Trustee named in the aforegoing Agreement, and he acknowledged the aforegoing Agreement to be his Act.

Witness, my hand and Notarial Seal.



Edita Martini Notarial Public

- 7 -

LISER 5 9 8 8 PAGE 3 9 6 AS REFERRED TO IN AN AGREEMENT DATED DECEMBER 20th, 1978 BETWEEN FURBMAN A. DUNNICK, AS GRANTOR, AND YURBMAN A. DUNNICK AS TRUSTEE. 1. The sum of One Dollar (\$1.00) in cash. 2. Such other property as is described in Article Third of the aforementioned Agreement. Ree'd for record JAN 17 1979 at GLASSANN MISORCASS GLASSANN MISORCASS Per Elner A. Jahline, Jr., Tlerk er-et au er-et en Receipt Ho.

LEER 5 9 8 8 PACE 3 9 9

THIS DEED, Made this 26th day of December AD 1978, by and between LINDA S.ALIST, of Beltimore County, State Of Maryland, of the first part and YURHMAN A. DUNNICK, of Baltimore County, State Of Maryland, of the second part and b. FRANKLIN WHERLEY and ARTHUR L. RHCADS JR., of the third part.

WITNESSETH, that in consideration of the sum of one dollar (actual consideration zero-0) the said party of the first part does hereby grant and convey unto the party of the second part, for and during the term of his natural life, with the powers hereinafter fully set out and with remainder over as hereinafter provided all those lots or parcels of ground situate, lying and being in the Seventh District of Beltimore County, State of Maryland, and described as follows, to wit:-

PARCEL NO. 1: BEGINNING FOR THE SAME AT A FALLEN chestnut tree it being a boundary of land formerly belonging to Israel Poccock and running thence North 362 degrees West 92 perches to a stone, South 522 degrees West 5.1 perches to a stone, North 344 degrees West 48.3 perches to a stone, North 39-3/4th degrees East 15 perches to a stone; South 862 degrees East 110 perches to a stone; thence South 593 degrees West 95 perches to the place of beginnings Containing 21 acres and 113 perches of land, more or less.

Description for this parcel from deed dated 5 ptember 9,1889 and recorded among the Land Records of Baltimore County in Liber J.W.S.No. 179 folio 315 from William Kurtz to William H. Hendricks.

PARCEL NO. 2: BEGINNING for the same at a hickory tree a corner of formerly Iva Minpletts' land running thence as follows: North 192 degrees West 44 perches to a stone South 602 degrees West 82-3/4th perches to a stone; South 442 degrees East 4 perches to a stone: North 742 degrees East 30 perches to a stone; South 75 degrees East 19.1 perches to a stone: South 892 degrees East 36.6 perches to the place of beginning. Containing 10 acres and 114 perches of land more or less.

Description for this percel from deed dated Outober 29,1892 and recorded among the Land Records of Baltimore County in Liber N.B.M. No. 268 folio 333 from Loquilla McDonald and Mary A. McDonald, his wife, to William Hendricks,

PARCEL NO.3: BEGINNING for the same at a point in the Pennsylvania and Maryland State Line at corner of other land of William H. Handrix, thence South 39-3/4th degrees West 15 perches to a stone; themce along the land of said William H. Hendriz, South 344 degrees East 48.3 perches to a stone; thence along lands former ly of J.A. Gruel South 49-3/4th degrees West 33.1 perches to a stone; thence slong land formerly of Henry Krout North 33 degrees West 76 perches to the Maryland and Pennsylvania State Lines thence along said Maryland and Permaylvania State Line due West to the | place of beginning.Containing 12 scres and 47 perches of land.more or less.

Description for this percel from deed dated May 10th, 1913, and recorded among the Land Records of Baltimore County in Liber W.P.C.No. 430 follo 597 from John W. Hendrix and Jennie D. Hendriz, his wife, and Mary Carter, widow, to William H. Hendrix and Blanche C. Hendrix, his wife.

SAVING AND EXCEPTING THEREPRON a 3.297 acre tract of land] which Furhmen A. Dunnick, widower, granted and conveyed unto Vincent

A. Miscowski and Frances E. Miscowski, his wife, on October 9th, 1975 and recorded among the Land Records of Baltimore County in Liber B.H.X.Jr. No. 5573 follo 924.

BEING ALL and the same tracts of land which William H. Hendrix and Blanche O. Hendrix, his wife, granted and conveyed unto Furhmen A. Dunnick and Anna Dunnick , his wife, on July 22, 1935, and recorded among the Land Records of Baltimore County in Liber C.W.B.

PETITIONER'S EXHIBIT

Sec. 10

LIBER 5 9 8 0 PASE 4 0 0

Jr.No.957 folio 202. The said Anna Dunnick departed this life on Cotober 14th, 1974 leaving Furhman A. Dunnick, her husband, the survivor of a tenancy by the entireties and sole owner.

PARCEL NO. 4: BEGINNING for the same at a stone a corner of the land formerly of William H. Hendricks and the land formerly of Andrew Gruel, and running thence South 59-3/4th degrees West 55.5 Derches to a stone; thence South 262 degrees East 47.6 perches to a hickory tree; thence South 35% degrees East 26 perches to a stone; thence South 32-3/4th degrees East 42.5 perches to a stone: thence South 57-3/4th degrees West 22 perches to a stone; thence South 60% degrees East 43.3 perches to a stone; thence by land now or formerly of Edward Thompson North 572 degrees East 26.6 perches thence South 72 degrees East 40.9 perches to a stone; thence North 16-3/4th degrees West 4.4 perches to a stone; thence by land formerly of Mr.Cochran North 2 degrees East 82.6 perches to a chestnut tree: thence North 612 degrees West 31.8 perches to a chestnut tree; thence North 17-3/4 th degrees East 37.7 perches to a point at corner of land formerly of Milfred Fletcher; thence North 67 degrees West 24 perches to a stone; thence South 892 degrees West 18 perches to a stone; thence Bouth 75% degrees West 13.5 perches to a chestnut tree; thence North 36 degrees West 332 perches to a stone; thence by land formerly of William H. Hendriz North 442 degrees West 4 perches to a stone at the place of beginning. Containing 9% acres and 52 perches of land. more or less.

Premises which Claude E. Gladfelter and Bertha J. Gladfelter, his wife, on May 2nd., 1955, granted and conveyed unto Furhman A. Dunnick and Anna L. Dunnick, his wife, and recorded among the Land Records of Baltimore County in Liber G.L.B.No. 2688 folio 40. The said Anna L. Dunnick departed this life on October 14th, 1974 as heretofore stated.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtanences and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said lots or parcels of ground and premises unto and to the use of the said Furhman A. Dunnick.for and fluring the term of his natural life, with full power in him to sell, mortgage, lease or otherwise dispose of said lots of ground (but withbut power to Will) and any and all interest therein, both life estate and remainder, and to use and consume the proceeds of sale, mortgage, lease or other disposition for his own use, without obligation on the part of the purchaser mortgages or lesses to see to the proper application of the purchase money, and from and immediately after the death of the said Furbmen A. Dunnick then, as to so much of haid property as may not have been disposed of by the said Furhman A. Durmick in his lifetime under the aforesaid powers, unto and to the proper use and benefit of D. Franklin Wherley and Arthur L. Rhoads Jr., Successor Trustees, under an Agreement dated December 20-1 1978 and recorded among the Land Records Of Baltimore County, Maryle and their personal representatives assigns and successors in said: Frust, upon the Trusts and subject to the powers, provisions and Reclarations by and in said Trust, in fee simple. WITHESS the hand and seal of said Grantor: -

TIST:

Officers Michael Greek world

Linda S. List

State Of Maryland, County Of Baltimore, to wit:-

I HERMET CERTIFY . That on this the 26th day of December All 1975, before me, the subscriber, a Notary Public of the State of Mary land, in and for Beltimore County aforesaid, personally appeared linds S. List, the above named Grantor, and she soknowledged the foregoing deed to be her act.

Finer R. Falline, Jr. Clark
Li to 1) - Cankley Wheeley

Notary Public

Notary Public

6153 14.7,93

PFE-MIMPLE OFFD-CODE-City or County

This Deed, Made this

day of Affect

in the year one thousand nine hundred and eighty , by and between

FURILMAN A. DUNNICK

in the State of Maryland, of the first part, and Baltimore County MARRY HOOVER and GERALDINE T. HOOVER, his wife, of Baltimbia County *** 10856 .114-60 Z 8075C8 ****47.25 in the State of Maryland 13 14-80 2 €074C= ****52.31 123 14-80 2 8073C# ****9.00 of the second part.

Witnesseth, That in consideration of the sum of Ten Thousand Four Hundred Sixty-two Dollars (\$10,462.00) and other good and valuable considerations, the receipt of which is hereby acknowledged.

the said FURHMAN A. DUNNICK, in exercise of the powers of sale as hereinafter set forth,

grant and convey unto the said LARRY HOOVER and GERALDINE T. HOOVER, his wife, do G G as tenants by the entireties, their heirs and assigns, the survivor of them, and the survivor's

that lot heirs and assigns, in fee simple, all

of ground, situate, lying and being in

, aforesaid, and described as follows, that is to say:-7th Election District, Baltc. County

Beginning for the same at an iron pipe in place at the end of the eleventh or S 39°26'E, 701.25 foot line of a deed dated August 17, 1976 from Martha Wisner Howard, Executrix of the Estate of Charles E. Wisner to Larry G. Hoover and Geraldine T. Hoover, his wife and recorded among the Land Records of Baltimore County in Liber 5667, folio 716; also being at the end of the fourth or 8 32°45'E, 701.28 foot line of a deed dated May 2, 1955. From Claude E. Gladfelter and Bertha J. Gladfelter, his wife, to Furhman A. Dunnick and Anna L. Dunnick, his wife, and recorded among the Land Records of Baltimore County in Liber 2688, folio 40; thence by a line of division the four following courses viz: (1) & 60°58'15"B. 211.78' to an iron pipe now set (2) N 67°56'00"E, 388.98' to an iron pipe now set (3) S 48°06'19"E, 443.63' to an iron pipe now set and (4) S 66°12'00"E, 452.19' to an iron pipe now set on the eleventh line of the aforesaid deed recorded in Liber 2688, folio 40; thence binding reversely on part of said eleventh line and on the tenth, minth, eighth and seventh lines of said deed as now surveyed viz: (5) 8 2°05'15"E, 206.10' to a double white oak tree (6) S 18°23'00"E, 72.62' to an iron pipe now set (7) S 32*39'15"W, 207.90' to a double dead hickory tree (B) N 77°41'53"W, 678.36' to an iron pipe now set and (9) 8 84°36'18"W, 438.49' to an iron pipe in place; thence binding reversely on the thirteenth and twelfth lines of aforesaid deed recorded in Liber 5667, folio 716 (10) N 35°16'33"W, 697.95' to an iron pipe in place and (11) N 54°14'00"E, 363.00' to an iron pipe in place and the place of beginning.

Containding 20,962 acres of land, be the same more or less.

BEING part of the tract of ground which by Deed dated December 26, 1978, and recorded among the Land Records of Baltimore County in Liber EHK, Jr. 5988, follo 399 was granted and conveyed from Linda S. List to Furhman A. Dunnick; the within Grantor, for life with full power of disposition with remainder over as thereinafter set forth.

PETITIONER'S **EXHIBIT**

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said parties as tenants by the entireties, of the second part, their assigns, the survivor of them, and the survivor's

heirs and assigns, in fee simple.

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

Witness the hand and see of said granter

TEST: STATE OF MARYLAND, COUNTY OF BALTIMORE , to wit: I HEREBY CERTIFY, That on this in the year one thousand nine hundred and eightv ,before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared FURHMAN A. DUNNICK the above named grantor ,end acknowledged the foregoing Deed to be

As Witness my hand and Notariai Seal.

Rec'd for record Per Elmer H. Kahline, Jr., Clerk Receipt No.

File 25101/cab

山岡 1月6日 四月 36

DEED --- FEE SIMPLE --- INDIVIDUAL GRANTOR -- LONG FORM

2 PANCEL

RESNICK, SOPHER & PERLOW, P.A. 1 East Redwood Street Baltimore, Md. 21202 539-5076

This Deed, MADE THIS 15th

in/the year one thousand nine hundred and eighty-six

by and between

LARRY G. HOOVER and GERALDINE T. HOOVER, his wife, Grantors,

of Baltimore County, State of Maryland, parties of the first part, and JEROME W. GECKLE and MARY M. GECKLE, his wife, Grantees, parties

of the second part.

WITNESSETH, That in consideration of the sum of THREE HUNDRED THOUSAND AND 00/100 (\$300,000.00) DOLLARS, the actual consideration paid or to be paid and other good and valuable considerations, the receipt whereof is hereby acknowledged,

the said parties of the first part

grant and convey to the said parties of the second part, as tenants by the entireties, their assigns and unto the survivor of them, his or her

personal representatives/saucustors and assigns

, in fee simple, all

Baltimore County, State of Maryland

of ground situate in lot # those

20.00 CT TX 1500.00 C DOCS 150.00

and described as follows, that is to say:

OEED 303.00 303.00

No. 1011 Harris Mill Road

EHK JR T EHK JR

FOR LEGAL DESCRIPTION, SEE ATTACHED SCHEDULE A MADE A PART HEREOF.

#21507 COOL ROZ 711128 06/10/86

STATE DEPARTMENT OF ASSESSUTITES & TAXATION

8

AGRICULTURAL TRANSFER TAX NOT TESTICIPATE-PERMIT OF INTERS

AGRICULTURAL TRUE FER TAK MOT APPLICABLE-LETTER OF INTENT

BIGHATURE O- DATE (- 75'C

PETITIONER'S EXHIBIT

SCHEDULE A: LEGAL DESCRIPTION

BEGINNING FOR THE FIRST and being more particularly described as all that major portion of three contiguous tracts of land adjacent to and lying east of Interstate Route 83 situate in the seventh district of Baltimore County, Maryland, and being parts of the several tracts called "Sparks Folly," "Sparks Folly Resurveyed," "Bucks Prospect," "Sampsons Troubles," and "Last Remains," and described as follows to wit: as shown on Property Survey dated May 28, 1976 by Joseph W. Shaw, R.S.:

BEGINNING at an iron pipe located at the intersection of the east right of way line of Interstate Route 83 with the 4th or South 53 and 1/2 degree West 80 perch line of tract No. 1 of a deed from Harry Gruel, Administrator CTA of the Estate of Andrew Gruel, deceased, to Charles E. Wisner and C. Blanche Wisner, his wife, dated January 4, 1934 and recorded among the Land Records of Baltimore County in Liber 919, folio 273; running thence along the east right of way line of said Interstate Route 83, as shown on Right of Way Plats 17504 and 18196, as now surveyed the following three courses: (1) N 54 degrees 20 minutes 10 seconds West 59.47 feet to an iron pipe (2) H 30 degrees 22 minutes 45 seconds W 118.81 feet to an iron pipe, (3) N 29 degrees 49 minutes 19 seconds W 1196.32 feet to an iron pipe on the 6th or N 72 1/4 degree B 106 perch line of tract No. two of the aforementioned deed; running thence along the 6th and 7th lines of said tract No. two as now surveyed: (1) N 67 degrees 30 minutes 05 asconds E 760.61 feet to an iron pipe (2) % 21 degrees 57 minutes 00 seconds W 1275.45 feet to an iron pipe, running thence reversely along the 2nd, 1st and part of the 3rd lines of tract No. 3 of the aforementioned deed as now surveyed: (1) N 50 degrees 33 minutes 00 seconds E 1645.88 feet to an iron pipe, (2) S 39 degrees 00 minutes 00 seconds 8 140.88 feet to an iron pipe, (3) S 54 degrees 51 minutes 00 seconds N 886.95 feet to an iron pipe; running thence along the 9th, 10th, 11th, 12th, 13th, 14th and part of the 15th lines of tract No. 2 of the aforementioned deed as now surveyed: (1) S 34 degrees 10 minutes 00 seconds B 785.40 feet to an iron pipe, (2) S 37 degrees 46 minutes 00 seconds E 429.00 feet to an iron pipe, (3) S 39 degrees 00 minutes 00 seconds E 701.25 feet to an iron pipe, (4) S 54 degrees 14 minutes 00 seconds W 363.00 feet to an iron pipe, (5) S 35 degrees 16 minutes 33 seconds E 697.95 feet to an iron pipe, (6) 8 17 degrees 43 minutes 00 seconds E 198.00 feet to an iron pipe, (7) N 76 degrees 28 minutes 00 seconds W 732.00 feet to an iron pipe, running thence along the 3rd and

part of the 4th lines of tract No. 1 of the aforementioned deed as now surveyed: (1) S 15 degrees 12 minutes 00 seconds W 148.50 feet to an iron pipe, (2) S 49 degrees 42 minutes 00 seconds W 939.17 feet to an iron pipe and the place of beginning and containing an area of 78.826 acres of land, be the same more or less.

BBING that same tract of land which by Deed dated August 17, 1976 and recorded among the Land Records of Baltimore County in Liber BHKJr. No. 5667 folio 716 was granted and conveyed by Martha Wisner Roward, Executrix of the Estate of Charles B. Wisner, deceased unto Larry G. Roover and Geraldine T. Hoover, his wife.

BEGINNING FOR THE SECOND at an iron pipe in place at the end of the 11th or 'S 39 degrees 26 minutes E, 701.25 foot line of a deed dated August 17, 1976 from Martha Wisner Howard, Executriz of the Estate of Charles B. Wisner to Larry G. Hoover and Geraldine T. Hoover, his wife and recorded among the Land Records of Baltimore County in Liber 5667, folio 716, also being at the end of the fourth or S 32 degrees 45 minutes B 701.25 foot line of a deed datedf May 2, 1955, from Claude E. Gladfelter and Bertha J. Gladfelter, his wife, to Purhman A. Dunnick and Anna L. Dunnick, his wife, and recorded among the Land Records of Baltimore County in Liber 2688, folio 40; thence by a line of division the four following courses, viz: (1) S 60 degrees 58 minutes 15 seconds E. 211.78 feet to an iron pipe now set (2) N 67 degrees 56 minutes 00 25 seconds B, 388.98 feet to an iron pipe now set, (3) S 48 degrees 05 minutes 19 min seconds E, 443.63 feet to am iron pipe now set and (4) S 66 degrees 12 minutes 00 seconds E, 452.19 feet to an iron pipe now set on the 11th line of the aforesaid deed recorded in Liber 2688, folio 40; thence binding reversely on part of said 11th line and on the tenth, minth, eighth and seventh lines of said deed now surveyed viz (5) S 2 degrees 05 minutes 15 seconds B, 206.10 feat to a double white oak tree (6) S 18 degrees 23 minutes 00 seconds E, 72.62 fast to an iron pips now set (7) S 32 degrees 39 minutes 15 seconds W, 207.90 feet to a double dead hickory tree (8) H 77 degrees 41 minutes 53 seconds W 678.36 feet to an iron pipe now set and (9) S 84 degrees 36 minutes 18 seconds W. 438.49 fast to an iron pipe in place; thence binding reversely on the thirteenth and twelfth lines of aforesaid deed recorded in Liber 5667, folio 716 (10) N 35 degrees 16 minutes 33 seconds W, 697.95 feet to an iron pipe in place and (11) M 54 degrees 14 minutes 00 seconds M, 363.00 feet to an iron pipe in place and the place of beginning. land, be the same more or less

BRING that same tract of land which by Deed dated April 9, 1980 and recorded among the Land Records of Baltimore County in Liber EHKJr. No. 6153 folio 793 was granted and conveyed by Purhman A. Dunnick unto Larry Hoover and Geraldine T. Hoover, his wife.

COERT 1 76 FOLINA 3 9

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

To Have and To Hold the said described lot so of ground and premises to the said parties of the second part, as tenants by the entireties, their assigns and unto the survivor or them, his or her

personal representatives/successions

and assigns

, in fee simple.

And the said part ies of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

Witness the hand a and seal a of said grantor a

Test:

ARRY GTHOOVER (SEAL)

GERALDINE T. HOOVER (SEAL)

STATE OF MARYLAND, Balto. Co. , to wit:

I HENEBY CERTIFY, That on this 15 14 day of May in the year one thousand nine hundred and eighty-six

, before me,

the subscriber, a Notary Public of the State aforesaid, personally appeared

Larry G. Hoover and Geraldine T. Hoover, his wife known to me (or satisfactorily proven) to be the person a whose name a intere subscribed to the within instrument, and acknowledged the foregoing Deed to be their act, and in my presence signed and sealed the same.

In Witness Whereor, I hereunto set my hand and official seal:

Notary Public.

My Commission expires:

July 1, 1986

SEE P. #2

NO CONSIDERATION NO TITLE SEARCH

DEED

THIS DEED, made this 20(d) day of December 1997, by and between JEROME W. GECKLE and MARY M. GECKLE, his wife, as tenants by the entirety (the "Grantors"), and JEROME W. GECKLE, Trustee of the Jerome W. Geckle Revocable Trust dated September 30, 1997, and MARY M. GECKLE, Trustee of the Mary M. Geckle Revocable Trust dated September 30, 1997, as tenants in common (the "Grantees").

WITNESSETH, that, for no actual consideration, the Grantors grant and convey unto the Grantees, in fee simple, as equal tenants in common, all of Grantors' right, title and interest in and to all those two (2) lots or parcels of ground, situate and lying in the Seventh Election District of Baltimore County, Maryland, and more particularly described on Exhibit A, attached hereto.

TOGETHER WITH the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said equal tenancy in common interests in the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto

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EXHIBIT

belonging or appertaining unto and to the proper use and benefit of the Grantees, their successors and assigns, in fee simple.

Witness the hands and seals of said Grantors as of the day and date above.

WITNESS:

(SEAL) JEROME W. GECKLE

STATE OF MARYLAND, to wit:

I HEREBY CERTIFY, that before me, a Notary Public duly authorized in the state of Maryland to take acknowledgments, personally appeared JEROME W. GECKLE and MARY M. GECKLE, his wife, the above-named Grantors, and they acknowledged the foregoing Deed to be their act.

Witness my hand and official seal on the 33 day of 500000000

Notary Public

1997.

NOTARY PUELIC

My Commission Expires: <u>9113100</u>

I hereby certify that I am an atterney admitted to practice before the Court of Appeals of Maryland, and that this document was prepared under my supervision.

Sandra P. Gohn, Esquire

PLEASE RETURN RECORDED DEED TO:

Sandra P. Gohn, Esquire c/o Piper & Marbury L.L.P. 36 S. Charles Street Baltimore, Maryland 21201 (401) 576-7805

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EXHIBIT A

PARCEL 1

BEGINNING and being more particularly described as all that major portion of three contiguous tracts of land adjacent to and lying east of Interstate Route 83 situate in the seventh district of Baltimore County, Maryland, and being parts of the several tracts called "Sparks Folly," "Sparks Folly Resurveyed," "Bucks Prospect," "Sampsons Troubles," and "Last Remains," and described to wit: as shown on Property Survey dated May 28, 1976 by Joseph W. Shaw, R.S.:

BEGINNING at an iron pipe located at the intersection of the east right of way line of Interstate Route 83 with the 4th or South 53 and 1/2 degree West 80 perch line of tract No. 1 of a deed from Harry Gruel, Administrator CTA of the Estate of Andrew Gruel, deceased, to Charles E. Wisner and C. Blanche Wisner, his wife, dated January 4, 1934 and recorded among the Land Records of Baltimore County in Liber 919, folio 273; running thence along the east right of way line of said Interstate Route 83, as shown on Right of Way Plats 17504 and 18196, as now surveyed the following three courses: (1) N 54 degrees 20 minutes 10 seconds West 69.47 feet to an iron pipe (2) N 30 degrees 22 minutes 45 seconds W 118.81 feet to an iron pipe, (3) N 29 degrees 49 minutes 19 seconds W 1196.32 feet to an iron pipe on the 6th or N 72 1/4 degree E 106 perch line of tract No. two of the aforementioned deed; running thence along the 6th and 7th lines of said tract No. two as now surveyed: (1) N 67 degrees 30 minutes 05 seconds E 760.61 feet to an iron pipe (2) N 21 degrees 57 minutes 00 seconds W 1275.45 feet to an iron pipe, running thence reversely along the 2nd, 1st and part of the 3rd lines of tract No. 3 of the aforementioned deed as now surveyed: (1) N 50 degrees 33 minutes 00 seconds E 1645.88 feet to an iron pipe, (2) S 39 degrees 00 minutes 00 seconds E 140.88 feet to an iron pipe; (3) S 54 degrees 51 minutes 00 seconds W 886.95 feet to an iron pipe, running thence along the 9th, 10th, 11th, 12th, 13th, 14th and part of the 15th lines of

tract No. 2 of the aforementioned deed as now surveyed: (1) S 34 degrees 10 minutes 00 seconds E 785.40 feet to an iron pipe, (2) S 37 degrees 46 minutes 00 seconds E 429.00 feet to an iron pipe, (3) S 39 degrees 00 minutes 00 seconds E 701.25 feet to an iron pipe, (4) S 54 degrees 14 minutes 00 seconds W 363.00 feet to an iron pipe, (5) S 35 degrees 16 minutes 33 seconds E 697.95 feet to an iron pipe, (6) S 17 degrees 43 minutes 00 seconds E 198.00 feet to an iron pipe, (7) N 76 degrees 28 minutes 00 seconds W 732.00 feet to an iron pipe, running thence along the 3rd and part of the 4th lines of tract No. 1 of the aforementioned deed as now surveyed: (1) S 15 degrees 12 minutes 00 seconds W 148.50 feet to an iron pipe, (2) S 49 degrees 42 minutes 00 seconds W 939.17 feet to an iron pipe and the place of beginning and containing an area of 78.826 acres of land, be the same more or less.

SAVING AND EXCEPTING the following portion:

BEGINNING for the same at a point marked by a metal fence post and located South 62° 47' 38" West 86.93 feet from the end of the ninth or South 34° 10′ 00" East 785.40 foot line of that parcel of land firstly described in a conveyance from Larry G. Hoover and Geraldine T. Hoover, his wife, to Jerome W. Geckle and Mary M. Geckle, his wife, by deed dated May 15, 1986 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K. Jr. No. 7176 at Folio 436, and running in, through, over, and across the aforementioned land of the Grantors from said beginning point so fixed, as now surveyed by Hicks Engineering Company, Inc., with all courses herein being referred to the Baltimore County Metropolitan District System, the five (5) following courses and distances, viz:

(1) South 57° 16' 42" West 395.83 feet to a point on the east side of a macadam drive leading out to Harris Mill Road for use in common with the lot now being described and the land of the herein Grantors, thence running across said drive to the west side and crossing back to the east side thereof,

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- (2) South 25° 16' 48" East 511.95 feet to a metal fence post on the east side of said macadam drive, thence leaving side drive,
- (3) North 60° 40' 21" East 357.65 feet to a point one foot, more or less, west of a wooden fence, thence running one foot west of and parallel to said fence,
- (4) North 23° 59' 40" West 141.36 feet to a point one foot west of the corner of said fence, thence running,
 - (5) North 20° 35′ 08" West 397.98 feet to the point of beginning.

CONTAINING 4.461 acres of land, more or less.

BEING a part of that parcel of ground which is firstly described in a conveyance from Larry G. Hoover and Geraldine T. Hoover, his wife, to Jerome W. Geckle and Mary M. Geckle, his wife, by deed dated May 15, 1986 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K. Jr. No. 7176 at Folio 436.

TOGETHER with a 20 foot wide Easement for Ingress, Egress and Utilities for use in common with the herein above described 4.461 acre lot and the lands of Jerome W. Geckle & Mary M. Geckle, his wife and their heirs and assigns. Said easement being described by the following metes and bounds, viz:

BEGINNING for the same on the east side of an existing macadam drive 2.43 feet from the end of the first or South 57° 16′ 42″ West 395.83 foot line of the above described 4.461 acre lot and running thence, for the east side of a 20 foot wide Easement for Ingress, Egress and Utilities,

- (1) 24.27 feet northerly along the arc of a line curving to the right having a radius of 143.58 feet and a long chord bearing and distance of North 07° 54' 46" West 24.24 feet, thence,
 - (2) North 02° 51' 07" West 540.40 feet, thence,

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- (3) 51.59 feet northerly along the arc of a line curving to the right having a radius of 180.00 feet and a long chord bearing and distance of North 01° 32' 51" East 51.41 feet, thence,
- (4) 251.42 feet northeasterly along the arc of a line curving to the right having a radius of 1140.09 feet and a long chord bearing and distance of North 21° 32' 53" East 250.91 feet, thence,
 - (5) North 27° 51' 56" East 142.40 feet, thence,
- (6) 107.79 feet northeasterly along the arc of a line curving to the left having a radius of 747.21 feet and a long chord bearing and distance of North 23° 43' 59" East 107.70 feet, thence,
 - (7) North 19° 36' 01" East 2.61 feet, thence,
- (8) 38.73 feet northerly along the arc of a line curving to the left having a radius of 101.37 feet and a long chord bearing and distance of North 08° 39' 21" East 38.49 feet, thence,
- (9) North 02° 17' 10" West 56.20 feet to a point in the paving of Harris Mill Road and to intersect the sixth or North 50° 33' 00" East 1645.88 foot line of the herein beforementioned deed from Hoover to Geckle, 551.83 feet from the end thereof, thence running reversely on part of the sixth line,
- (10) South 50° 47′ 17" West 25.02 feet to a point thereon, thence leaving said sixth line and running for the west side of a 20 foot wide Easement for Ingress, Egress, and Utilities,
 - (11) South 02° 17' 10" East 41.17 feet, thence,
- (12) 31.09 feet southerly along the arc of a line curving to the right having a radius of 81.37 feet and a long chord bearing and distance of South 08° 39' 21" West 30.90 feet, thence,
 - (13) South 19° 36' 01" West 2.61 feet, thence,

- 4 -

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- (14) 104.90 feet southwesterly along the arc of a line curving to the right having a radius of 727.21 feet and a long chord bearing and distance of South 23° 43' 59" West 104.81 feet, thence,
 - (15) South 27° 51′ 56" West 142.40 feet, thence,
- (16) 256.76 feet southwesterly along the arc of a line curving to the left having a radius of 1160.09 feet and a long chord bearing and distance of South 21° 31' 30" West 256.24 feet, thence,
- (17) 57.61 feet southerly along the arc of a line curving to the left having a radius of 200.00 feet and a long chord bearing and distance of South 01° 47' 07" West 57.42 feet, thence,
 - (18) South 02° 51′ 07" East 539.79 feet, thence,
- (19) 74.58 feet southerly along the arc of a line curving to the left having a radius of 163.58 feet and a long chord bearing and distance of South 16° 07' 21" East 73.93 feet, thence,
 - (20) South 29° 11' 00" East 103.62 feet, thence,
- (21) South 34° 10' 50" East 87.68 feet to intersect the second or South 25° 16' 48" East 511.95 foot line of the herein above described 4.461 acre lot, thence running reversely on part of said second line,
- (22) North 25° 16′ 48" West 231.95 feet to the beginning of said second line, thence running reversely on part of the first line of said lot,
 - (23) North 57° 16' 42" East 2.43 feet to the point of beginning.

BEING a part of those two (2) parcels of land, (1) as firstly described in a conveyance from Larry G. Hoover and Geraldine T. Hoover, his wife, to Jerome W. Geckle and Mary M. Geckle, his wife, by deed dated May 15, 1986 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. No. 7176 at Folio 436 and, 2) a conveyance from Arthur L. Rhoads, Jr. and D. Franklin Wherley, Trustees, to Jerome W. Geckle by deed

dated April 30, 19990 and recorded among the aforesaid Land Records in Liber S.M. No. 8512 at Folio 728.

PARCEL 2

BEGINNING at an iron pipe in place at the end of the 11th or S 39 degrees 26 minutes E, 701.25 foot line of a deed dated August 17, 1976 from Martha Wisner Howard, Executrix of the Estate of Charles E. Wisner to Larry G. Hoover and Geraldine T. Hoover, his wife and recorded among the Land Records of Baltimore County in Liber 5667, folio 716, also being at the end of the fourth or S 32 degrees 45 minutes E 701.25 foot line of a deed dated May 2, 1955, from Claude E. Gladfelter and Bertha J. Gladfelter, his wife, to Furhman A. Dunnick and Anna L. Dunnick, his wife, and recorded among the Land Records of Baltimore County in Liber 2688, folio 40; thence by a line of division the four following courses, viz: (1) S 60 degrees 58 minutes 15 seconds E, 211.78 feet to an iron pipe now set (2) N 67 degrees 56 minutes 00 seconds E, 388.98 feet to an iron pipe now set, (3) S 48 degrees 06 minutes 19 seconds E, 443.63 feet to an iron pipe now set and (4) S 66 degrees 12 minutes 00 seconds E, 452.19 feet to an iron pipe now set on the 11th line of the aforesaid deed recorded in Liber 2688, folio 40; thence binding reversely on part of said 11th line and on the tenth, ninth, eighth and seventh lines of said deed now surveyed viz (5) S 2 degrees 05 minutes 15 seconds E, 206.10 feet to a double white oak tree (6) S 18 degrees 23 minutes 00 seconds E, 72.62 feet to an iron pipe now set (7) S 32 degrees 39 minutes 15 seconds W, 207.90 feet to a double dead hickory tree (8) N 77 degrees 41 minutes 53 seconds W 678.36 feet to an iron pipe now set and (9) S 84 degrees 36 minutes 18 seconds W, 438.49 feet to an iron pipe in place; thence binding reversely on the thirteenth and twelfth lines of aforesaid deed recorded in Liber 5667, folio 716 (10) N 35 degrees 16 minutes 33 seconds W, 697.95 feet to an iron pipe in place and

-6-

BALT08A:71227:1:12/19/97 10557-1

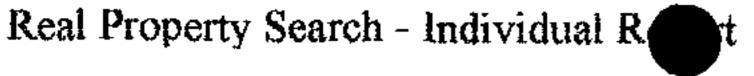
(11) N 54 degrees 14 minutes 00 seconds E, 363.00 feet to an iron pipe in place and the place of beginning. Containing 20.962 acres of land, be the same more or less.

PARCELS 1 AND 2 BEING the same lots of ground the fee simple title to which was acquired by Grantors by Deed dated May 15, 1986 and recorded among the Land Records of Baltimore County in Liber 116 Folio 436 from Larry G. Hoover and Geraldine T. Hoover, his wife, and as to that part of Parcels 1 and 2 known as Last Remains, BEING ALSO the parcel title to which was acquired by Grantors by Quitclaim Deed dated June 17, 1988 and recorded among the Land Records of Baltimore County in Liber 1909, folio 694 from William S. Davis, Personal Representative of the Estate of Frederick Gruel.

All parcels are subject to restrictions, covenants and easements of record.

-7-

BALT08A:71227:1:12/19/97 10557-1



Click here for a plain text ADA compliant screen.



Maryland Department of Assessments and Taxation **BALTIMORE COUNTY** Real Property Data Search

Go Back View Map New Search

STR

Account Identifier:

District - 07 Account Number - 1800014065

Owner Information

Owner Name:

GECKLE JEROME W, TRUSTEE

GECKLE MARY M, TRUSTEE

Use:

AGRICULTURAL

Principal Residence:

NO

Mailing Address:

FO BOX 305

MARYLAND LINE MD 21105-0305

Deed Reference:

1) /12620/ 295

PREFERENTIAL LAND VALUE

INCLUDED IN LAND VALUE

Location	0. 64		Tud-	
rocation		CLUCEULE	TULOL	mation

Premises Address 1900 HARRIS MILL RD Zoning

Legal Description

20.962 AC SER HARRIS MILL RD

4000 E YORK RD

Map Grid Parcel **Sub District** Subdivision Section Block Plat No: Lot Group Plat Ref:

Special Tax Areas

Town **Ad Valorem**

Tax Class **Primary Structure Built Enclosed Area Property Land Area** County Use 0000 20.96 AC 05 **Stories** Basement Type Exterior

Value Information

	Base	Value	Phase-in Assessments			
	Value	As Of	As Of	As Of		
		01/01/2002	07/01/2002	07/01/2003		
Land:	3,530	3,530	• •	•		
Improvements:	0	· O				
Total:	3,530	3,530	3,530	3,530		
Preferential Land:	3,530	3,530	3,530	3,530		

Transfer Information

Seller: **GECKLE JEROME W** Date: 01/21/1998 Price: \$0 NOT ARMS-LENGTH Type: Deed1: /12620/ 295 Deed2: Seller: **HOOVER LARRY AG USE 83-84** 06/09/1986 Date: Price: \$0 **NOT ARMS-LENGTH** Type: Deed1: / 7909/ 694 Deed2: Seller: Date: Price: Deed2:

Type: Deed1:

Exemption Information

Partial Exempt Assessments Class 07/01/2002 07/01/2003 County 000 State 000 Municipal 000

Tax Exempt: Exempt Class: NO

Special Tax Recapture: **AGRICULTURAL TRANSFER TAX**

PETITIONER'S

EXHIBIT

THE CARD. MAN TORRIED AND RIBORY, BY SAN DETWERN ARTHUR L. MICADS, IR. and D. TRANKLIN MERRICA, Trustons. parties of the first perty and Phenegran S. LERMAN, of Salinove County. State of Maryland, party of the second part.

MARREAS. By Dood (the "Dood") dated Docember 28. 1978 and recorded among the Land Records of Maltimore County in Liber S.M.E.Jr. Mc. 1986; folio 198, Linda S. List conveyed certain property unto furbana A. Dunnick, for life, with present therein see forth, and with remainder unto Arthur L. Moods. Jr. and D. Franklin Moriey, Transac, pursuant to the terms of a Trust Agreement dated Docember 10. 1978 and recorded among the Land Ranords adopted in Liber E.M.K.Jr. No. 1985, folio 388; and

Wildeld, during his lifetime, Jurhman A. Dunnick exterd into a Ferchase Agreement dated Noy 26, 1988 (the "Agreement") with Fraderick S. Lebman for the sale of the South parcel of ground (the "Property") described in the Deed ocatalaing 73.20 scree of land, more or language

WHEREAS, the said Furthern A. Dunnick departed this life on or about August 21, lake without searcining the powers contained in the Deed and title to the Property vested in the parties of the first part; and

WHEREAS, the said Traderick S. Lohman, subsequent to the death of Turbman A. Demnick exercised his right under the Agreement to purchase the Property; and

Pald for the parties berete have agreed upon the parchase price to be pald for the portion of the Property to be conveyed unto frederich &. Lehman for the total amount of Ten Thousand Pollers (\$10.000.00); and

TOW, TERRETORE WITHERETH. That is consideration of the premiers and the sum of Ten Thousand Dollars (\$10,000.00) and other good and valuable considerations. The reselpt macroof is hereby somewhedged, the said arthur b. Rhonds, it. and it. Franklin Macriey, Trautees, purposent to the power and authority vested in them under the Dead hereinshope referred to, do grant and convey unto Frederick S. Dohnso. his personal representatives and assigns, all that twent or parcel of land elthate. Lying and being in the Seventh Blantion District of Bultimore County, Maryland, and described as Following that is to say:

19.00 50.00 5, 50.00 119.00 11ber 8510

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DATE 13-41

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State Department of
Assistments & Taxation
for Enlineers County

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ALL-STATE LEGAL®

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require apparential.

to the said party of the second part, his personal representatives and basique, in fee simple.

AND the said parties of the first part hereby coverent that they will execute such further assurances as may be requisite.

WITHESS the hands and seals of said grantors,

WITHREST!

Startley S.

Physical Serve

MITHUR L. REGADS, JR., Trustee

D France - Letter 1

D. FRANKLIN WHERLEY, Trustes

__(Seal)

STATE OF MARYLAND,

. to wit:

Past one thousand mine hundred and nineky, before us, the superither, betary Public of the State signated, personally appeared Alleny L. Restand.

JR., Trustee, known to me (or satisfactorily proven) to be the fargon saccess as appearable to the within improvement, and acknowledged the fargoing beed to be his not se Wrestee, and in my presence signed and sealed the same.

IN MITTERS MERROY, I berowate set my hand and citicial seal.

Makary Public

My commission expires: July 1, 1998.

1888 5 1 6 期 1 6 9

I MARRIET CERTIFY. That on this 30 to day of expension your own thougand nine hundred and pinety, before me, the subscriber, a Morary Public of the State aforesaid, personally appeared D. FRANKLIN WEENLEY, Trumme, knows to me (or satisfacturily growes) to be the person whose name is subscribed to the within instrument, and acknowledged the the same.

My commission ougises: M Commission Daine &

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KRHHNYT

BEGISHING for the same at an iron pipe in place on the southern side of Harris Mill Boad at the beginning of the last or Worth 44-1/2 degrees West, & perch line of a deed dated May 2, 1955 from Claude E. Gladfelter and Bortha J. Gladfalter, his wife, to Furbean A. Dunnick and Anna L. Dunnick, his wife, and recorded among the Land Becords of Baltimore County in Liber 2538. folio 40. said iron pipe also being the sorthwest corner of Lot Two as shown on the subdivision plat entitled "Calmont", dated August 31, 1982, and recorded among the Land Records of Baltimore County in Plat Book 49, folto 106; thence binding reversely on the seventeenth through the fourteenth lines of said deed and also binding on the outline of said "Cakeont", the following four courses, as now surveyed, vis: (1) South 31 degrees 31 minutes twelve seconds East, 543.48 feet to a stone in place, (2) North \$1 degrees 13 minutes 54 seconds East, 224.07 feet to a stone in place, (3) South \$5 degrees, 38 minutes, 35 seconds East, 297.16 feet to an iron pipe in place and (4) Bouth 52 degrees 42 minutes 15 seconds Bast, 393.54 feet to a point; thence binding on the thirtseath line of eforesaid deed, (5) South 21 degraca 53 minutes 30 seconds West, 640.95 feet to a rebar in place; thence by line of division the following three courses, viz: (6) North 41 degrees 48 minutes 39 seconds West, 994.23 feet to a rebar now set, (7) Worth 31 degrees 31 minutes 12 seconds West, 540.51 feet to a rebar now set, said last course intended to be parallel to and distance forty feet from the aforesaid first course bereto. and (8) North 40 degrees 01 minutes 12 seconds West, \$1.51 feet to a point on the first line of the eforesaid deed; theree binding reversely on the said first line and the aforesaid last line of said deed, (9) Worth 53 degrees 51 minutes 47 seconds East, 41.20 feet to a point on the pavement of sforesaid Herris Mill Road and (10) South 40 degrees 01 minutes 12 seconds East, 54.70 feet to the place of beginning and containing mental more or less, according to a survey prepared by Josephine. Professional Land Surveyor, dated March 19, 1990.

540-01-12 E 54.70

378,001 St.

Title 913 S. Charles STATES



Maryland Department of Assessments and Taxation **BALTIMORE COUNTY** Real Property Data Search

Go Back View Map New Search

STR

Account Identifier:

District - 07 Account Number - 2200003035

Owner Information

Owner Name:

LEHMAN FREDERICK S

SPRING HILL FL 34611-3191

Use:

AGRICULTURAL

Mailing Address:

PO BOX 3191

Deed Reference:

Principal Residence:

NO

1) / 8510/ 767

Location & Structure Information

Premises Address HARRIS MILL RD

Zoning

Legal Description

8,678 AC SSR HARRIS MILL RD

1500 SE FREELAND RD

117 22 Town

Parcel

Section

Lot

Plat No: Group Plat Ref:

Special Tax Areas

Map

Ad Valorem Tax Class

Subdivision

Primary Structure Built

Enclosed Area

Property Land Area 8.67 AC

County Use 05

0000 Stories

Grid

Basement

Type

Block

Exterior

	_
Value	Information

	Base	Value	Phase-in Assessments			
	Value	As Of	As Of	As Of		
		01/01/2002	07/01/2002	07/01/2003		
Land:	3,250	3,250	,			
Improvements:	0	0				
Total:	3,250	3,250	3,250	3,250		
Preferential Land:	3,250	3,250	3,250	3,250		

Transfer Information

Seller: **DUNNICK FURHMAN A** IMPROVED ARMS-LENGTH Type: Seller: Type: Seller:

Date: 06/18/1990 Deed1: 8510/767

Price: \$10,000 Deed2:

PREFERENTIAL LAND VALUE

INCLUDED IN LAND VALUE

Date: Deed1: Date: Deed1:

Deed2: Price: Deed2:

Price:

Exemption Information

Partial Exempt Assessments	Class	07/01/2002	07/01/2003
County	000 ′	o i	o i
State	000	o /	O
Municipal	000	0	0

Tax Exempt: Exempt Class:

Type:

NO

Special Tax Recapture: AGRICULTURAL TRANSFER TAX



THIS DEED, Made this 3.1 day of "FIN", in the year one thousand nine hundred and ninety, by and between ARTHUR L. RHEADS, JR. and D. FRANKLIN WHERLEY, Trustees, parties of the first part; and JEROME W. GECKLE, of Baltimore County, State of Maryland, party of the second part.

WHEREAS, by Deed (the "Deed") dated December 26, 1978 and recorded among the Land Records of Baltimore County in Liber E.H.K.Jr. No. 5980, folio 399, Linda S. List conveyed certain property unto Furhman A. Dunnick, for life, with powers therein set forth, and with remainder unto Arthur L. Rhoads, Jr. and D. Pranklin Wherley, Trustee, pursuant to the terms of a Trust Agreement dated December 20, 1978 and recorded among the Land Records aforesaid in Liber E.H.K.Jr. No. 5980, folio 389; and

WHEREAS, during his lifetime, Furhman A. Dunnick entered into a Purchase Agreement dated May 26, 1988 (the "Agreement") with Frederick S. Lehman for the male of the fourth parcel of ground (the "Property") described in the Deed containing 73.20 acres of land, more or less; and

WHEREAS, the said Furlman A. Dunnick departed this life on or about August 21, 1988 without exercising the powers contained in the Deed and title to the Property vested in the parties of the first part; and

WHEREAS, the said Frederick S. Lehman, subsequent to the death of Furhman A. Dunnick exercised his right under the Agreement to purchase the Property; and

WHEREAS, Frederick S. Lehman has heretofore assigned a portion of his purchase right to purchase the Property unto Jerome W. Geckle; and

WHEREAS, the parties hereto have agreed upon the purchase price to be paid for the portion of the Property to be conveyed unto Jerome W. Geckle for the total amount of One Hundred Ninety-One Thousand Three Hundred Dollars (\$191,300.00); and

NOW, THEREFORE WITNESSETH, That in consideration of the premises and the sum of One Hundred Ninety-One Thousand Three Hundred Dollars (\$191,300.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Arthur L. Rhoads, Jr. and D. Franklin Wherley, Trustees, pursuant to the power and authority vested in them under the Deed hereinabove referred to, do grant and convey unto Jarome W. Geckle, his personal representatives and assigns, all that tract or parcel of land situate, lying and being in the Seventh Election District of Baltimore אז דונו County, Maryland, and described as follows, that is to say: n vacs IKED

SH CLERK 1933.00

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. CLERK

1933.00

06/19/90

19.00

956.50

957.50

ACRICULTURAL TRANSPER TAXABOSES COOR ROS 112:25 HOT APPLICABLE LETTER OF

STARATURE (See

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PETITIONER'S EXHIBIT

" Date ...

ECEIVED FOR TRANSFER

State Department of

Assessments & Taxation

O'Bultimore County

LIDER 8 5 1 2 PAGE 7 2 9

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

TO HAVE AND TO HOLD the said described parcel of ground and premises to the said party of the second part, his personal representatives and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of said grantors.

WITNESS:

R. M. De / Sui

P. Rylling Sine

ARTHUR L. RHOADS, JR., Trustee (SEAL)

D. FRANKLIN WHERLEY, Trustee

STATE OF MARYLAND,

, to wit:

HEREBY CERTIFY, That on this 30 day of april in the pear one thousand nine hundred and ninety, before me, the subscriber in the Motary Public of the State aforesaid, personally appeared ARTHUR D. KHOADS; JR., Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be his act as Trustee, and in my presence signed and scaled the same.

IN WITHESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: July 1, 1990.

LIBER 8 5 1 2 PAGE 7 3 0

STATE OF manylend, Exter is must, to wit:

HERREBY CERTIFY, That on this 200 day of common , in the year one thousand nine hundred and ninety, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared D. FRANKLIN WHERLEY, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing beed to be his act as Trustee, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Notary Public

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My commission expires:

JSS:av/3101V

LIBER 8 5 1 2 MAGE 7 3 1

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KEHIBIT "A"

BEGINNING for the same at a stone a corner of the land formerly of William H. Hendricks and the land formerly of Andrew Gruel, and running themon South 59-3/4th degrees West 55.5 perches to a stone; thence South 28-1/4 degrees East 47.6 perches to a hickory tree; thence South 35-1/2 degrees East 16 perches to a stone; thence South 32-3/4th degrees East 42.5 perchas to a stone; thence South 57-3/4th degrees West 22 perches to a stone; thence South 60-1/2 degrees East 43.3 perches to a stone; thence by land now or formerly of Edward Thompson North 87-1/2 degrees East 26.6 purches; thence South 72 degrees East 40.9 perches to a stone; thence North 16-3/4th degrees West 4.4 perches to a stone; thence by land formerly of Mr. Cochran North 2 degrees East 82.6 perches to a chestnut tree; thence North 61-1/4 degrees West 31.8 perches to a chestnut tree; thence North 17-3/4th degrees East 37.7 perchas to a point at corner of land formerly of Milfred Flatcher; thence North 67 degrees West 24 perches to a stone; thence South 89-1/3 degrees West 18 perches to a stone; thence South 75-1/2 degrees West 13.5 perches to a chestaut tree; themco North 36 degrees West 33-1/4 perches to a stone; themce by land formerly of William H. Hendrix North 44-1/2 degrees West: 4 perches to a stone at the place of beginning. Containing 94 acres and 52 perches of land, more or less.

SAVING AND EXCEPTING therefrom so much of the property conveyed by Deed dated August 7, 1962 and recorded among the Land Records of Baltimore County, Maryland in Liber W.J.R. No. 4042, folio 37 from Furhman A. Dunnick, et al, unto the State of Maryland, to the use of the State Roads Commission of Maryland.

FURTHER SAVING AND EXCEPTING therefrom so much of the property conveyed by Deed dated April 9, 1980 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr., 6153, folio 793 from Furhman A. Dunnick unto Larry Hoover and Geraldine T. Hoover.

FURTHER SAVING AND EXCEPTING therefrom the following described parcel of Land, viz:

BEGINNING for the same at an iron pipe in place on the southern side of Harris Mill Road at the beginning of the last or North 44-1/2 degrees West, 4 perch line of a deed dated May 2, 1955 from Claude E. Gladfelter and Bertha J. Gladfelter, his wife, to Furhman A. Dunnick and Anna L. Dunnick, his wife, and recorded emong the Land Records of Baltimore County in Liber 2688, folio 40, said iron pipe also being the northwest corner of Lot Two as shown on the subdivision plat entitled "Dakmont", dated August 31, 1982, and recorded among the Land Records of Baltimore County in Plat Book 49, folio 106; thence binding reversely on the seventeenth through the fourteenth lines of said deed and also binding on the outline of said "Oakmont", the following four courses, as now surveyed, vis: (1) South 31 degrees 31 minutes twelve seconds East, 543.48 feet to a stone in place, (2) North 81 degrees 13 minutes 54 seconds East, 224,07 feet to a stone in place, (3) South 85 degraes, 58 minutes, 35 seconds East, 297.16 feet to an iron pipe in place and (4) South 62 degrees 42 mixutes 18 seconds East, 393.64 feet to a point; thence binding on the thirteenth line of aforesaid deed, (5) South 21 degrees 53 minutes 20 seconds Nest, 640.96 feet to a rebar in place; thence by line of division the following three courses, viz: (6) North 41 degrees 48 minutes 39 seconds West, 994.23 feet to a rebar now set, (7) North 31 degrees 31 minutes 12 seconds West, 540.51 feet to a rebar now set, said last course intended to be parallel to and distance forty feet from the aforesaid first course hereto, and (8) North 40 degrees 01 minutes 12 seconds West, 61.61 feet to a point on the first line of the aforesaid deed; thence binding reversely on the said first line and the aforesaid last line of said deed, (9) North 63 degrees 51 minutes 47 seconds East, 41.20 feet to a point on the pavement of aforesaid Harris Mill Road and (10) South 40 degrees 01 minutes 12 seconds East, 54.70 feet to the place of beginning and containing 8.678 nores of land, more or less, according to a survey prepared by Joseph W. Shaw, Professional Land Surveyor, dated March 29, 1990.

> PLEASE RETURN TO: CONTINENTAL TITLE COMPANY 913 SOUTH CHARLES STREET BALTIMORF, MARYLAND 21230

JSS:av/3100V

NO CONSIDERATION NO TITLE SEARCH

DEED

THIS DEED, made this 23(d) day of December 1997, by and between JEROME W. GECKLE (the "Grantor"), and JEROME W. GECKLE, Trustee of the Jerome W. Geckle Revocable Trust dated September 30, 1997, and MARY M. GECKLE, Trustee of the Mary M. Geckle Revocable Trust dated September 30, 1997, as tenants in common (the "Grantees").

WITNESSETH, that, for no actual consideration, the Grantor grants and conveys unto the Grantees, in fee simple as equal tenants in common, all of Grantor's right, title and interest in and to all that lot or parcel of ground, situate and lying in the Seventh Election District of Baltimore County, Maryland, described in Exhibit A attached hereto.

TOGETHER WITH the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said equal tenancy in common interests in the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the Grantees, their successors and assigns, in fee simple.

Witness the hand and seal of said Grantor as of the day and date above.

WITNESS:

aa (Words

JEROME W. GECKLE

(SEAL)

-1-

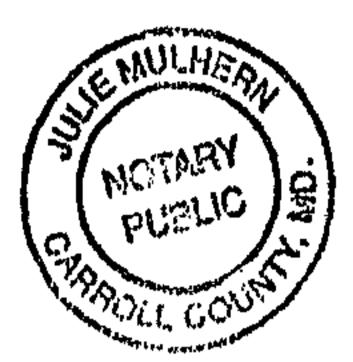
BALT08A:71229:1:12/19/97 10567-1



STATE OF MARYLAND, to wit:

I HEREBY CERTIFY, that before me, a Notary Public duly authorized in the state of Maryland to take acknowledgments, personally appeared JEROME W. GECKLE, the abovenamed Grantor, and he acknowledged the foregoing Deed to be his act.

Witness my hand and official seal on the 23.3 day of \(\) day of \(\) 1997.



Notary Public

My Commission Expires: <u>Chillip</u>

I hereby certify that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that this document was prepared under my supervision.

Sandra P. Gohn, Esquire

PLEASE RETURN RECORDED DEED TO:

Sandra P. Gohn, Esquire c/o Piper & Marbury L.L.P. 36 S. Charles Street Baltimore, Maryland 21201 (401) 576-7805

-2-

BALT08A:71229:1:12/19/97

55.5 9(5.75 31.8 5.4.7 67 .05 47.6 785.4 37.7 67 .05 79.25 18 29 12.5 70.25 13.5 22 1.75 72 3 714.45 33.25 51 8.63 26.6 438.9 4 66.6 438.9 4 66.6 477.6 82.6 1362.9

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EXHIBIT A

BEGINNING for the same at a stone a corner of the land formerly of William H. Hendricks and the land formerly of Andrew Gruel, and running thence South 59-3/4th degrees West 55.5 perches to a stone; thence South 28-1/4 degrees East 47.6 perches to a hickory tree; thence South 35-1/2 degrees East 26 perches to a stone; thence South 32-3/4th degrees East 42.5 perches to a stone; thence South 57-3/4th degrees West 22 perches to a stone; thence South:60/1/2 degrees East 43.3 perches to a stone; thence by land now or formerly of Edward Thompson North 87-1/2 degrees East 26.6 perches; thence South 72 degrees East 40.9 perches to a stone; thence North 16-3/4th degrees West 4.4 perches to a stone; thence by land formerly of Mr. Cochran North 2 degrees East 82.6 perches to a chestnut tree; thence North 61-1/4 degrees West 31.8 perches to a chestnut tree; thence North 17-3/4th degrees East 37.7 perches to a point at corner of land formerly of Milfred Fletcher; thence North 67 degrees West 24 perches to a stone; thence South 89-1/2 degrees West 18 perches to a stone; thence south 75-1/2 degrees West 13.5 perches to a chestnut tree; thence North 36 degrees West 33-1/4 perches to a stone; thence by land formerly of William H. Hendrix North 44-1/2 degrees West 4 perches to a stone at the place of beginning. Containing 94 acres and 52 perches of land, more or less.

SAVINGS AND EXCEPTING therefrom so much of the property conveyed by Deed dated August 7, 1962 and recorded among the Land Records of Baltimore County, Maryland in Liber W.J.R. No. 4042, folio 37 from Furhman A. Dunnick, et al, unto the State of Maryland, to the use of the State Roads Commission of Maryland.

FURTHER SAVING AND EXCEPTING therefrom so much of the property conveyed by Deed dated April 9, 1980 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr., 6153, folio 793 from Furhman A. Dunnick unto Larry Hoover and Geraldine T. Hoover.

FURTHER SAVING AND EXCEPTING therefrom the following described parcel of Land, viz:

BEGINNING for the same at an iron pipe in place on the southern side of Harris Mill Road at the beginning of the last or North 44-1/2 degrees West, 4 perch line of a deed dated May 2, 1955 from Claude E. Gladfelter and Bertha J. Gladfelter, his wife, to Furhman A. Dunnick and Anna L. Dunnick, his wife, and recorded among the Land Records of Baltimore County in Liber 2688, folio 40, said iron pipe also being the northwest corner of Lot Two as shown on the subdivision plat entitled "Oakmont", dated August 31, 1982, and recorded among the Land Records of Baltimore County in Plat Book 49, folio 106; thence binding reversely on the seventeenth through the fourteenth lines of said deed and also binding on the outline of said "Oakmont", the following four courses, as now surveyed, viz: (1) South 31

-1-

BALT08A:71229:1:12/19/97 10657-1 degrees 31 minutes twelve seconds East, 543.48 feet to a stone in place, (2) North 81 degrees 13 minutes 54 seconds East, 224.07 feet to a stone in place, (3) South 85 degrees, 58 minutes, 35 seconds East, 297.16 feet to an iron pipe in place and (4) South 62 degrees 42 minutes 18 seconds East, 393.64 feet to a point; thence binding on the thirteenth line of aforesaid deed, (5) South 21 degrees 53 minutes 20 seconds West, 640.96 feet to a rebar in place; thence by line of division the following three courses, viz: (6) North 41 degrees 48 minutes 39 seconds West, 994.23 feet to a rebar now set, (7) North 31 degrees 31 minutes seconds West, 540.51 feet to a rebar now set, said last course intended to be parallel to and distance forty feet from the aforesaid first course hereto, and (8) North 40 degrees 01 minutes 12 seconds West, 61.61 feet to a point on the first line of the aforesaid deed; thence binding reversely on the said first line and the aforesaid last line of said deed, (9) North 63 degrees 51 minutes 47 seconds East, 41.20 feet to a point on the pavement of aforesaid Harris Mill Road and (10) South 40 degrees 01 minutes 12 seconds East, 54.70 feet to the place of beginning and containing 8.678 acres of land, more or less, according to a survey prepared by Joseph W. Shaw, professional land Surveyor, dated March 29, 1990.

FURTHER SAVING AND EXCEPTING therefrom the following described parcel of land, viz:

TOGETHER with a 20 foot wide Easement for Ingress, Egress and Utilities for use in common with the herein above described 4.461 acre lot and the lands of Jerome W. Geckle & Mary M. Geckle, his wife and their heirs and assigns. Said easement being described by the following metes and bounds, viz:

BEGINNING for the same on the east side of an existing macadam drive 2.43 feet from the end of the first or South 57° 16' 42" West 395.83 foot line of the above described 4.461 acre lot and running thence, for the east side of a 20 foot wide Easement for Ingress, Egress and Utilities,

- (1) 24.27 feet northerly along the arc of a line curving to the right having a radius of 143.58 feet and a long chord bearing and distance of North 07° 54' 46" West 24.24 feet, thence,
 - (2) North 02° 51′ 07" West 540.40 feet, thence,
- (3) 51.59 feet northerly along the arc of a line curving to the right having a radius of 180.00 feet and a long chord bearing and distance of North 01° 32' 51" East 51.41 feet, thence,

-2-

BALT08A:71229:1:12/19/97 10557-1

- (4) 251.42 feet northeasterly along the arc of a line curving to the right having a radius of 1140.09 feet and a long chord bearing and distance of North 21° 32′ 53″ East 250.91 feet, thence,
 - (5) North 27° 51' 56" East 142.40 feet, thence,
- (6) 107.79 feet northeasterly along the arc of a line curving to the left having a radius of 747.21 feet and a long chord bearing and distance of North 23° 43' 59" East 107.70 feet, thence,
 - (7) North 19° 36' 01" East 2.61 feet, thence,
- (8) 38.73 feet northerly along the arc of a line curving to the left having a radius of 101.37 feet and a long chord bearing and distance of North 08° 39' 21" East 38.49 feet, thence,
- (9) North 02° 17' 10" West 56.20 feet to a point in the paving of Harris Mill Road and to intersect the sixth or North 50° 33' 00" East 1645.88 foot line of the herein beforementioned deed from Hoover to Geckle, 551.83 feet from the end thereof, thence running reversely on part of the sixth line,
- (10) South 50° 47' 17" West 25.02 feet to a point thereon, thence leaving said sixth line and running for the west side of a 20 foot wide Easement for Ingress, Egress, and Utilities,
 - (11) South 02° 17' 10" East 41.17 feet, thence,
- (12) 31.09 feet southerly along the arc of a line curving to the right having a radius of 81.37 feet and a long chord bearing and distance of South 08° 39' 21" West 30.90 feet, thence,
 - (13) South 19° 36' 01" West 2.61 feet, thence,
- (14) 104.90 feet southwesterly along the arc of a line curving to the right having a radius of 727.21 feet and a long chord bearing and distance of South 23° 43' 59" West 104.81 feet, thence,
 - (15) South 27° 51' 56" West 142.40 feet, thence,
- (16) 256.76 feet southwesterly along the arc of a line curving to the left having a radius of 1160.09 feet and a long chord bearing and distance of South 21° 31' 30" West 256.24 feet, thence,

-3-

BALT08A:71229:1:12/19/97 10557-1

- (17) 57.61 feet southerly along the arc of a line curving to the left having a radius of 200.00 feet and a long chord bearing and distance of South 01° 47′ 07" West 57.42 feet, thence,
 - (18) South 02° 51' 07" East 539.79 feet, thence,
- (19) 74.58 feet southerly along the arc of a line curving to the left having a radius of 163.58 feet and a long chord bearing and distance of South 16° 07' 21" East 73.93 feet, thence,
 - (20) South 29° 11' 00" East 103.62 feet, thence,
- (21) South 34° 10′ 50" East 87.68 feet to intersect the second or South 25° 16′ 48" East 511.95 foot line of the herein above described 4.461 acre lot, thence running reversely on part of said second line,
- (22) North 25° 16' 48" West 231.95 feet to the beginning of said second line, thence running reversely on part of the first line of said lot,
 - (23) North 57° 16' 42" East 2.43 feet to the point of beginning.

SAID EASEMENT BEING a part of those two (2) parcels of land, (1) as firstly described in a conveyance from Larry G. Hoover and Geraldine T. Hoover, his wife, to Jerome W. Geckle and Mary M. Geckle, his wife, by deed dated May 15, 1986 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. No. 7176 at Folio 436 and, 2) a conveyance from Arthur L. Rhoads, Jr. and D. Franklin Wherley, Trustees, to Jerome W. Geckle by deed dated April 30, 19990 and recorded among the aforesaid Land Records in Liber S.M. No. 8512 at Folio 728.

BEING the same lot of ground, the fee simple title to which was acquired by Grantor by Deed dated April 3, 1990 and recorded among the Land Records of Baltimore County in Liber 8512 folio 728 from Arthur L. Rhoads, Jr. and D. Franklin Wherley, as Trustees under a Trust Agreement dated December 20, 1978 and recorded among the Land Records of Baltimore County in Liber E.H.K.Jr. Nov 6980 folio 889

This parcel is subject to restrictions, covenants and easements of record.

. 4 .

BALT08A:71229:1:12/19/97 10557-1



Click here for a plain text ADA compliant screen.



Maryland Department of Assessments and Taxation **BALTIMORE COUNTY** Real Property Data Search

Go Back View Map New Search

STR

Account Identifier:

District - 07 Account Number - 0704075052

Owner Information

Owner Name:

GECKLE JEROME W, TRUSTEE

GECKLE MARY M TRUSTEE

Use:

AGRICULTURAL

Principal Residence:

NO

Mailing Address:

PO BOX 305

MARYLAND LINE MD 21105-0305

Sub District

Deed Reference:

1) /12620/ 288

Group

Location & :	Structure	Information
--------------	-----------	-------------

Subdivision

Premises Address HARRIS MILL RD

Мар

Zoning

Legal Description

Lot

64.475 AC SS

Block

HARRIS MILL RD 1500 SE FREELAND RD

Town

Parcel

0000

Ad Valorem

Special Tax Areas Tax Class

Primary Structure Built

Enclosed Area Property Land Area

Section

County Use 64.47 AC 05

Stories

Grid

Basement

Type

Exterior

Plat No:

Plat Ref:

Value Information

	Base	Value	Phase-in Assassments		
	Value	As Of	As Of	As Of	
		01/01/2002	07/01/2002	07/01/2003	
Land:	18,130	18,130			
Improvements:	1,000	1,100			
Total:	19,130	19,230	19,163	19,196	
Preferential Land:	18,130	18,130	18,130	18,130	

Transfer Information

Seller:

Type:

GECKLE JEROME W NOT ARMS-LENGTH

Date: Deed1:

01/21/1998 /12620/ 288 Price:

\$0

PREFERENTIAL LAND VALUE

INCLUDED IN LAND VALUE

PETITIONER'S EXHIBIT

0013511 715 State of Maryland Department of Agriculture Maryland Agricultural Land Preservation Fourhaution Fourhaution

DISTRICT AGREEMENT

This Agricultural Land Preservation District Agreement, dated 19 ______, is between the Maryland Agricultural Land Preservation Foundation (Foundation), a unit of the State Department of Agriculture, and

JEROME W GECHLE MARY M GECKLE

Name(s) of landowner(s)

- This agreement memorializes the understanding between the Foundation and the landowner Α. that an agricultural preservation district shall be established on the land described below after it is executed by the landowner and is recorded in the local county land records,
- ₿. In signing this agreement, the landowner agrees that the following covenants, conditions, and restrictions run with the land covered by this agreement for so long as the agreement remains in effect;
 - (1) The landowner agrees to keep the land in agricultural use for a minimum period of (5) five years, which period begins on the date that this agreement is recorded:
 - The landowner agrees neither to subdivide nor develop the land for residential, commercial or industrial purposes:
 - (3) The landowner agrees not to subdivide the land for any purpose unless the Foundation first has approved the proposed subdivision; and
 - (4) The landowner agrees not to construct buildings or structures on the land that are not designed or intended to be used for agricultural purposes unless the Foundation first has approved the proposed construction.
- Upon written application from the landowner who originally established the district, the Foundation shall release from this agreement lots of (1) acre or less for the purpose of constructing a dwelling house for the use of the landowner or the landowner's child, subject to the following conditions:
 - (1) Except as otherwise provided by State law or regulation, no more than 10 lots of 1 acre or less at a maximum of not more than I lot for each 20 acres or portion thereof may be released from this agreement:
 - (2) Before any conveyance or release, the landowner or the child, if there is a conveyance to the child, shall agree not to subdivide further any acreage that is released:
 - (3) Lots released from this agreement for the above-stated purpose will be deducted from the maximum number of lots that, at a future date, may be released under Agriculture Article §2-513, if an agricultural preservation easement is later sold to the Foundation; and
 - No more than I tenant house per 100 acres may be constructed on the land; nor may the land on which the tenant house is constructed be subdivided or conveyed to any person: nor may the tenant house be conveyed separately from the original parcel.

DISTRICT FILE NUMBER: 13-17 76-66

(to be assigned by the Foundation)

MDA-L-100 (Rev. 11-90)

PETITIONER'S EXHIBIT

- D. On or after five (5) years from the establishment of the district, provided that the Foundation has not purchased an agricultural preservation easement on that property, the Foundation, at the written request of the landowner, shall terminate the district.
- E. In consideration for agreeing to the covenants, conditions, and restrictions set forth in Section B above, the landowner, with respect to the land covered by this agreement, may offer to sell an agricultural preservation easement to the Foundation. Easement offers made by the Foundation are subject to available funds; therefore, there is no guarantee that an offer will be made or accepted.
- F. The Foundation may not accept an offer to sell an agricultural preservation easement if the land within the district is less than 100 acres unless: (1) it is contiguous to land on which an easement already exists or an easement offer is being accepted, provided such acceptances will result in at least 100 contiguous acres under easement restrictions; or (2) it has extraordinary agricultural capability and is of significant size.

	166		
G. The subject property con located in Line 1997	ntains	total acres, more or less as County, Maryland and is de	referenced below. scribed as follows:
•		Reference to Recorded Deed:	
	1711601		
The landowner hereby certific of his/her knowledge. Landowner Jerome W. Geckle	2/27/98	on contained herein is true and a Mary M. Geo	Loke 2-27-48
Landowner	Date	Landowner	Date
Chairman Board of Trustee Wa	ayne C. McGinnis	Date	
Secretary of Agriculture Henry	y A. Virts, DVM	Date 8-17-98	
State Treasurer Richard N.	Dixon	Date	
This District is created by local of			

I HEREBY CERTIFY THAT THIS INSTRUMENT

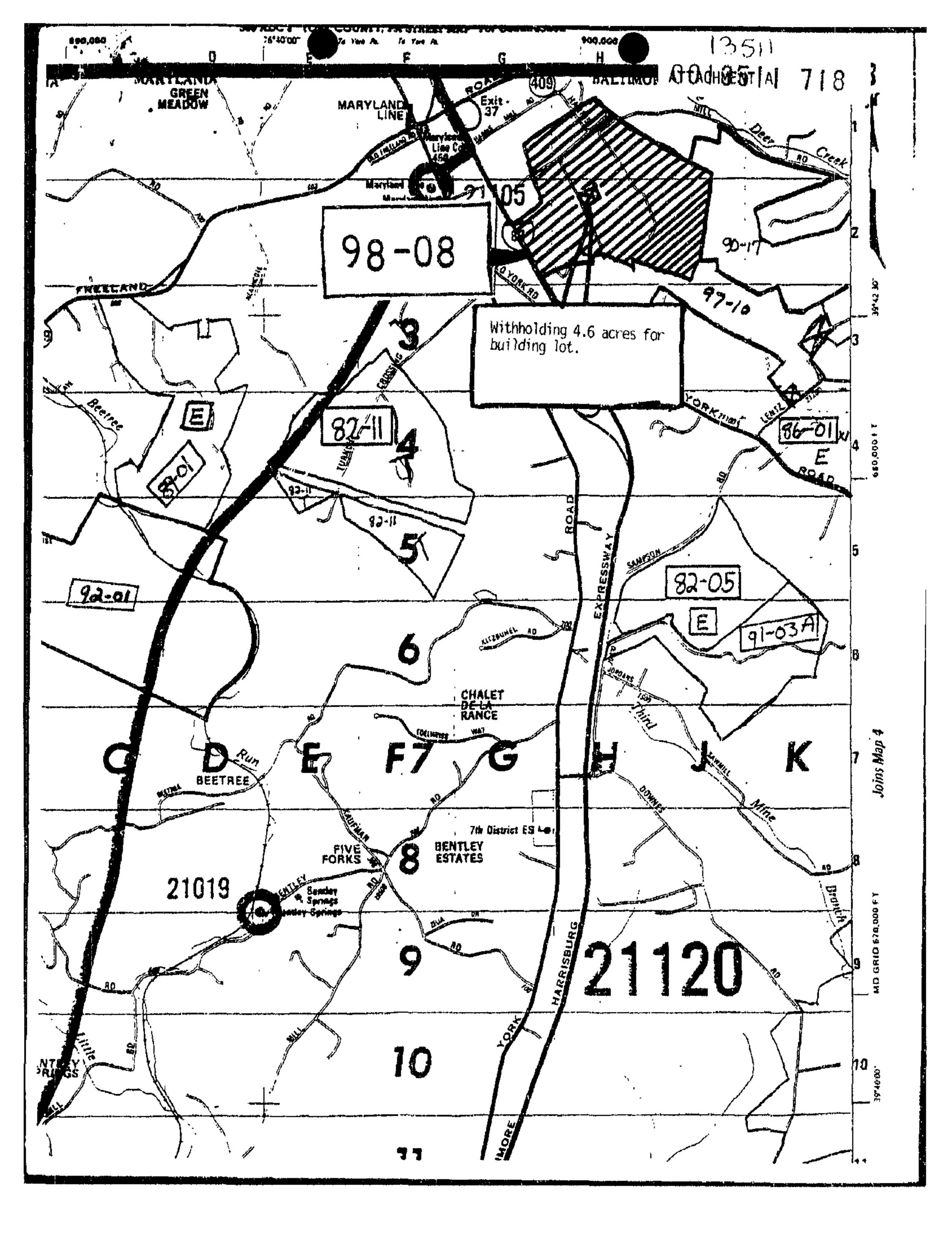
INSTRUMENT.

PAUL W. SCHEIDT, EXECUTIVE DIRECTOR

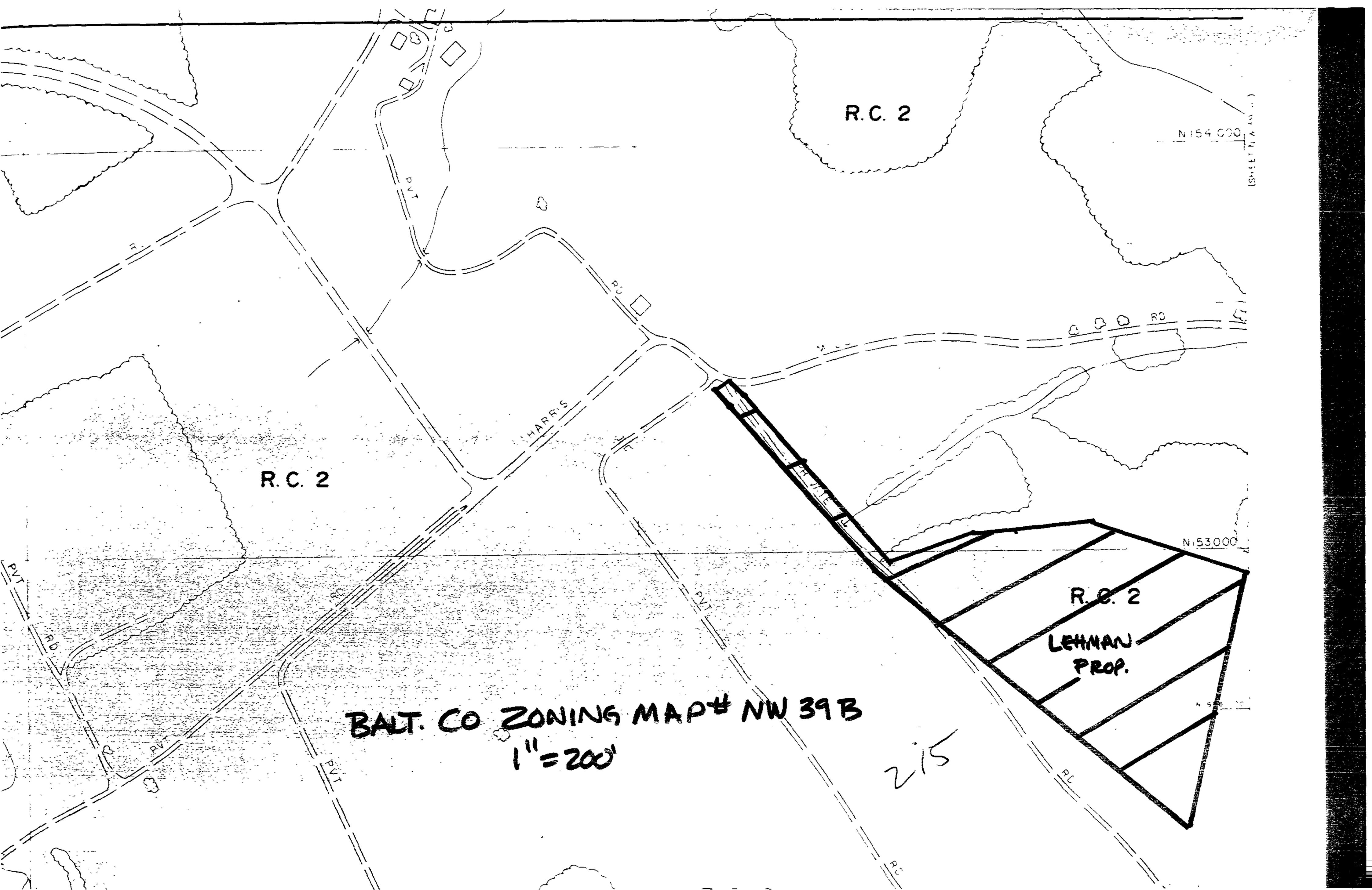
WAS PREPARED BY THE MD AGRICULTURAL LAND

PRESERVATION FOUNDATION, A PARTY TO THIS

State of Maryland, County of Baltamare. I hereby certify that, on this 27th, day of	, To With
I hereby certify that, on this 27th, day of	
the subscriber, a Notary Public in and for the St	Full Mary 19 98, before me. tate and County aforesaid, personally appeared
known to me (or satisfactorily proven) to be the land acknowledged that they executed the same for the purpand sealed the same.	
As Witness my hand and Notariai Seai.	
	Minnie L. Molinson
alu 1. 1998	Notary Public
My Commission Expires: My NOT NOTARIZE FOR THE LA	NDOWNER BELOW THIS LINE
State of Maryland, County of	title nextile To With
I hereby certify that, on this day of	19 7.1. before me
the subscriber, a Notary Public in and for the 5	
known to me (or satisfactorily proved) to be the Charagricultural Land Preservation Foundation and acknowled and for the purposes therein contained and in my preservation Real. As Witness my hand and Notarial Seal.	airman of the Board of Trustees of the Maryland dged that he/she executed the same in that capacity
	Notary Public
My Commission Expires:	19 J
State of Maryland, County of	Wrunder To WH
I hereby certify that, on this day of the subscriber, a Notary Public in and for the S	state and County aforesaid, personally appeared
known to me (or satisfactorily proven) to be the saknowledged that he/she executed the same for the pland scaled the same. As Witness my hand and Notarial Seal.	
	Contract State
My Commission Expires:	Notary Mublic 30/99
State of Maryland, County of	Eurlek-, To Wi
I hereby certify that, on this $\frac{27\pi}{27}$ day of the subscriber, a Notary Public in and for the Standard Marchael	State and County aforesald, personally appeared
known to me (or satisfactorily proven) to be the Treasu he/she executed the same for the purposes therein cosame.	
As Witness my hand and Notarial Seal.	Benne Johnen
	Notary Public



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r								



1. RHOADS & WHERLEY (TRUSTEES FOR DUNNICK) TO LEHNAN DECEMBER 26TH 1978

1. GECKLE TO GECKLE DECEMBER 23RD 1997

5980/399

2. RHOADS & WHERLEY (TRUSTEES FOR DUNNICK) TO GECKLE VIA LEHMAN DECEMBER 20TH 1978 APRIL 30, 1990

8512/728 3. LIST TO DUNNICK* DECEMBER 26TH 1978

DECEMBER 23RD 1997 12620/295 - PARCEL 2

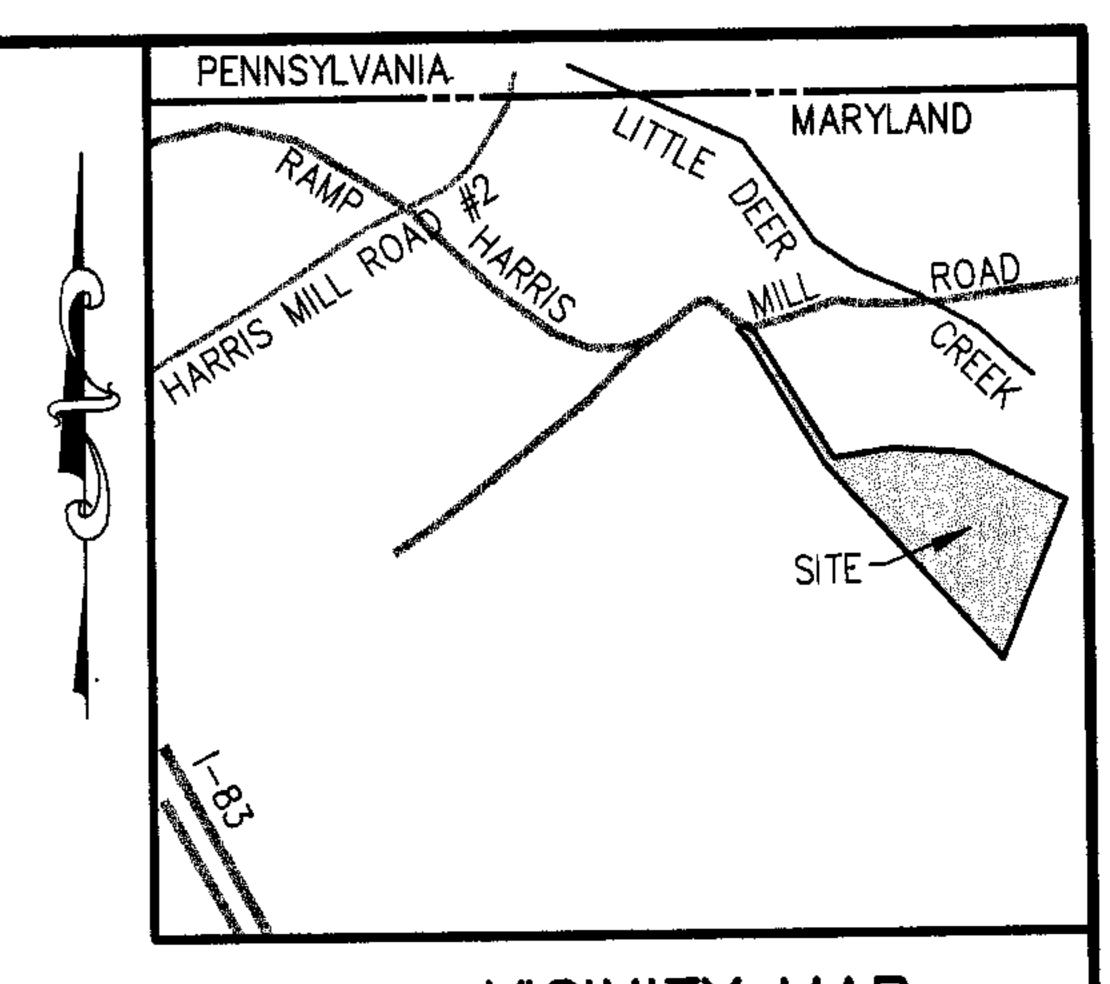
2. GRUEL TO GECKLE (QUIT CLAIM)
JUNE 17TH 1988

3. HOOVER TO GECKLE MAY 15TH 1986 7176/436 4. DUNNICK TO HOOVER
APRIL 9TH 1980

6153/793 5. LIST TO DUNNICK DECEMBER 26,1978

5980/399 - PARCEL 4

8510/767 TA# 2200003035 364,510.08 SF -8.368-AC± 8.68 At



DEVOLUTION OF TITLE

BALTIMORE COUNTY, MARYLAND DATE : JULY 1, 2002

3RD COUNCILMANIC DISTRICT


<u>OWNER</u> FREDERICK S LEHMAN HARRIS MILL ROAD PARKTON MD 21120 DEED REF: 8510/767 ACCT No. 22-00-003035 TAX MAP 3, GRID 22, PARCEL 117

APPLICANT & DEVELOPER FREDERICK S LEHMAN P.O. BOX 3191 SPRING HILL, FLORIDA 34611 (352) 686-7501

McKEE & ASSOCIATES, INC.

Engineering - Land Planning - Land Surveying

Natural Resource Planning - Real Estate Development COCKEYSVILLE, MARYLAND 21030 FACSIMILE: (410) 527-1563 5 SHAWAN ROAD, Suite 1 TELEPHONE: (410) 527-1555



2. THERE ARE NO ZONE LINES WITHIN 200 FEET OF THE SUBJECT SITE. PLAT TO ACCOMPANY PETITION FOR SPECIAL HEARING HARRIS MILL ROAD BALTIMORE COUNTY, MARYLAND DATE: JULY 1, 2002 3RD COUNCILMANIC DISTRICT OWNER

FREDERICK S LEHMAN

HARRIS MILL ROAD

PARKTON MD 21120

DEED REF: 8510/767

ACCT No. 22-00-003035

TAX MAP 3, GRID 22, PARCEL 117 APPLICANT & DEVELOPER

FREDERICK S LEHMAN
P.O. BOX 3191

SPRING HILL, FLORIDA 34611

(352) 686-7501 P. 90
MABEL E./LINDSAY F. WILSON,
TRUSTEES
21138 LENTZ ROAD
12849/97
TA#0723052351
EXISTING USE:
AGRICULTURAL ______ McKEE & ASSOCIATES, INC.

Engineering - Land Planning - Land Surveying

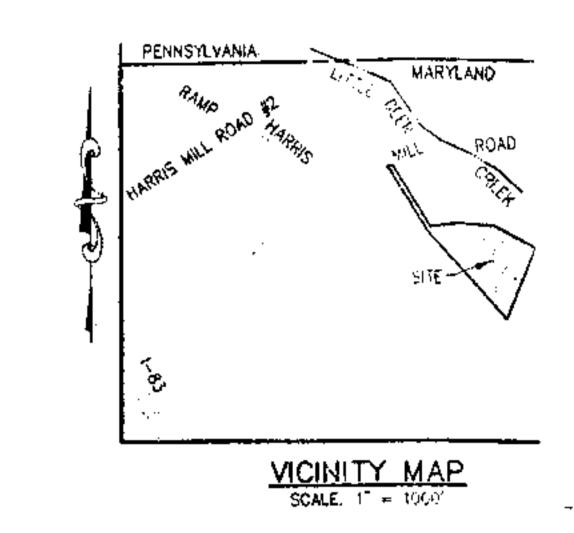
Natural Resource Planning - Real Estate Development

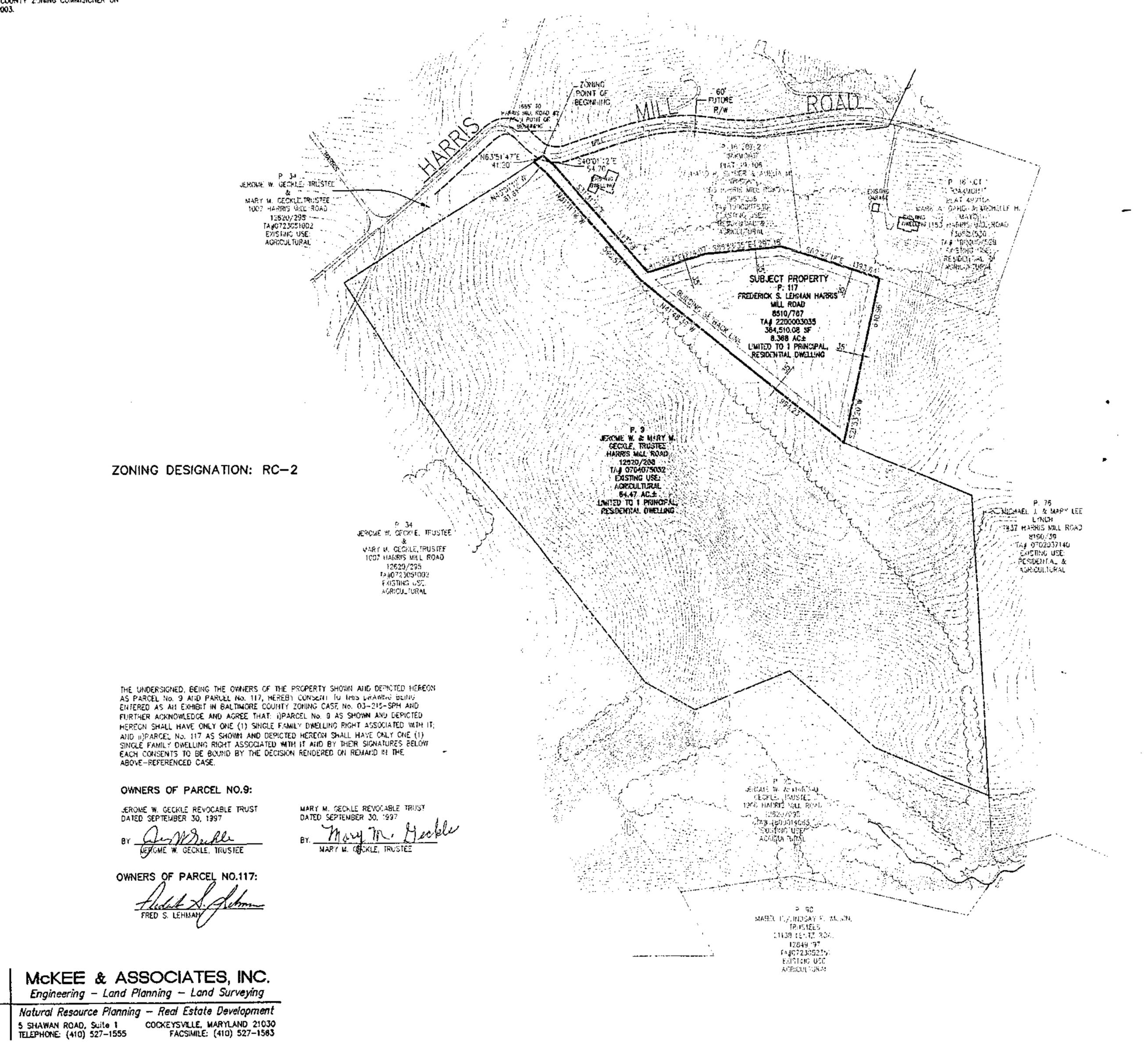
5 SHAWAN ROAD, Suite 1 TELEPHONE: (410) 527-1555

COCKEYSVILLE, MARYLAND 21030 FACSIMILE: (410) 527-1563 NOTES
THERE ARE NO KNOWN PRIOR ZONING CASES FOR THIS PROPERTY.

THERE ARE NO ZONE LINES WITHIN 200 FEET OF THE SUBJECT SITE.

THIS REVISED ZONING PLAN HAS BEEN PREPARED AND SUBMITTED PURSUANT TO THE EXPOSITION OF THE MOTION FOR RECONSCIENATION GRANTED BY THE BALTIMORE COUNTY Z'ONING COMMISSIONER ON APRIL 11, 2003.







This copy has been photo reduced - the original is contained in the County Zoning file.

REVISED
ZONING PLAN
LEHMAN PROPERTY
HARRIS MILL ROAD

7th ELECTION DISTRICT

SCALE: 1" = 200'

3RD COUNCILMANIC DISTRICT

BALTIMORE COUNTY, MARYLAND

DATE: APRIL 30, 2003

REVISION DATE: JULY 2, 2003

OWNER

FREDERICK S LEHMAN

HARRIS MILL ROAD

PARKTON MD 21120

DEED REF: 8510/767

ACCT No. 22-00-003035

TAX MAP 3, GRID 22, PARCEL 117

APPLICANT & DEVELOPER
FREDERICK S LEHMAN
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