2/27/03

IN RE: PETITION FOR VARIANCE
N/S of Corbett Road, 1,680' E
centerline of Chesterfield Court
8th Election District
3rd Councilmanic District
(1100 Corbett Road)

Cher-Chris Construction Co., Inc.
By: Michael S. Aiello, Vice-President
Petitioner

* BEFORE THE
* DEPUTY ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* CASE NO. 03-264-SPH
*

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FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner as a Petition for Special Hearing filed by the legal owner of the subject property, Cher-Chris Construction Co., Inc. The special hearing request involves property located at 1100 Corbett Road in the Monkton area of Baltimore County. The Petitioner is requesting to amend the Final Development Plan for the subject property to change Tract "A" to a building lot.

Appearing at the hearing on behalf of the special hearing request were Michael Aiello, appearing on behalf of the owner of the property, and Mitch Kellman, representing Daft, McCune & Walker, the engineering firm who prepared the site plan of the property. Appearing in opposition to the Petitioner's request was Howard Chambers, a nearby resident.

Testimony and evidence indicated that the property, which is the subject of this special hearing request, consists of 3.056 acres, more or less, zoned R.C.7. This parcel of property was created by virtue of the Final Development Plan of the property of Marilyn B. Resnick and T. Douglas Rollings. That Development Plan was approved by Baltimore County in 1981. Approximately 10 months ago, the now owner of the property purchased the subject site. Mr. Aiello, an officer of Cher-Chris Construction Co., testified that he purchased the subject property along with two other lots within this subdivision. His testimony revealed that he paid to Baltimore County the required agricultural transfer tax that is due and payable prior to

constructing a residence on the property. Furthermore, he applied for and received a well permit from Baltimore County to install a well on the property. In addition, this lot passed all percolation tests for the installation of a septic system. At all times during the contract of sale and the settlement on the subject property, Mr. Aiello was under the impression that all three lots were building lots. He paid $150,000.00 to the Seller for each lot. There was never any indication that a home could not be constructed on Tract "A". At the time of pulling a building permit for the property, Mr. Aiello was advised that it would be necessary to change the designation on the Final Development Plan from Tract "A" to a building lot. This is basically the purpose of the filing of the special hearing request before me.

As stated previously, Mr. Howard Chambers appeared in opposition to the Petitioner's request. Mr. Chambers lives a short distance to the south of the Petitioner's property. He is opposed to the construction of a home on the subject lot. He believes the lot is not a buildable lot based on the designation that was contained on the Final Development Plan on record with the County. Mr. Chambers refers to the language on the Final Development Plan that indicates, "not for building purposes" as a designation for Tract "A". However, Mr. Kellman, who has been employed by Baltimore County in the past for many years, indicated that this is a common method of labeling a particular tract of land when it is not to be considered as part of the density calculations for the development under construction. That would have been the plan under consideration in 1981. It should be noted that at the time that this development plan was approved, the zoning on the property would permit 19 single-family residential lots. It was developed at that time with only 5 residential lots. Mr. Kellman testified that the purpose of labeling this tract as "not for building purposes" was simply to indicate that this 3.056 acres of land was not to be figured into the density calculations for the overall development.

After considering the testimony and evidence offered at the hearing, the amount of consideration paid for the lots by this applicant, the issuance of a well permit by Baltimore County for this lot, the percolation tests which have been performed on site, and the acceptance of the payment of the agricultural transfer tax allowing the residential development of the property, I find that the special hearing request should be granted to change the designation of this 3.056 acres to a building lot.

Mr. Chambers, who appeared in opposition to the request, was concerned that a stream traversed the property, which would prevent the construction of a house on this parcel. This is a building permit issue which shall be reviewed by the Department of Environmental Protection and Resource Management at the time of their review of the building permit application. It is not an issue that would prevent the granting of this special hearing at this time.

THEREFORE, IT IS ORDERED, by the Deputy Zoning Commissioner for Baltimore County, this 19th day of February, 2003, that the Petitioner's Request for Special Hearing, to amend the Final Development Plan to change the designation of Tract "A" to a building lot, be and is hereby GRANTED.

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

Timothy Kotroco

TIMOTHY M. KOTROCO
DEPUTY ZONING COMMISSIONER
FOR BALTIMORE COUNTY

TMK:raj

By

3/10/04

IN THE MATTER OF THE APPLICATION OF CHER-CHRIS CONSTRUCTION CO., MICHAEL AIELLO, V.P. –LEGAL OWNER FOR A SPECIAL HEARING ON PROPERTY LOCATED ON THE N/S CORBETT RD, 1,68-' E OF C/L CHESTERFIELD COURT (1100 CORBETT ROAD)	*	BEFORE THE COUNTY BOARD OF OF BALTIMORE COUNTY
8TH ELECTION DISTRICT 3RD COUNCILMANIC DISTRICT	*	Case No. 03-264-SPH

* * * * * * * * *

OPINION

This matter comes before the Baltimore County Board of Appeals on a timely appeal brought by the Office of People's Counsel, resulting from a decision by the Deputy Zoning Commissioner dated February 19, 2003, in which a Petition for Special Hearing was granted for the subject site: 1100 Corbett Road, 8th Election District, 3rd Councilmanic District.

The Appellant was represented before the Board by Carole Demilio, Esquire, Deputy People's Counsel for Baltimore County. Howard L. Alderman, Jr., Esquire, appeared on behalf of the Petitioner, Cher-Chris Construction Co./Michael Aiello, V.P., Legal Owner.

A *de novo* hearing was held before the Board of Appeals on December 11, 2003. A public deliberation was held on March 4, 2004.

Background

The Petitioner requested a Special Hearing to amend the Final Development Plan for the subject property to change Tract "A" to building lot 6. The site consists of 3.056 acres, more or less, and is zoned R.C.7. The Final Development Plan under discussion was approved by Baltimore County in 1981 for a parcel of land then owned by Marilyn B. Resnick and T. Douglas Rollings.

In late 2001, Mr. Aiello, the current owner, purchased lots 2, 3 and Tract A in a single settlement for $150,000 each from Andrew G. and Barbara N. Shank. When applying for a

building permit for Tract "A," Mr. Aiello was advised that a Special Hearing to amend the Final Development Plan would be necessary.

Testimony

Mitchell Kellman was the first witness for the Petitioner. After offering his resume (Petitioner's Exhibit #1), Mr. Kellman was accepted by the Board as an expert in zoning and development in Baltimore County.

Mr. Kellman testified that for eleven years he was employed in the zoning review office of Baltimore County and sat on the Development Review Committee. He noted that he was not working in Baltimore County at the time the Final Development Plan on the subject site was approved in 1981. He is currently employed by DMW as the "zoning person" for Baltimore County, to present petitions to the zoning review staff, and to testify at zoning hearings.

Under his direction, DMW amended the original plan prepared by Gerhold, Cross and Etzel to change Tract "A" to lot 6. This resulted in Petitioner's Exhibit #2: the Plan to accompany the Petition for Special Hearing.

Mr. Kellman presented the history of the subdivision of the original parcel. Nineteen lots were permitted on property then zoned R.C. 5; five lots and Tract "A" were platted and recorded. In the 2000 CZMP the parcel was rezoned to R.C. 7.

According to this witness Tract "A" was so designated because there was a problem of percolation on that lot at that time. Mr. Kellman opined that the subject site would have been a buildable lot under the R.C. 5 zoning regulations and is also a buildable lot under R.C. 7 so long as it meets the County development criteria.

To support this opinion Mr. Kellman introduced into evidence the Zoning Advisory Comments (Petitioner's Exhibit #3) and pertinent sections of the BCZR (Petitioner's Exhibits #4 and #5). He said that Tract "A" meets the building envelope setbacks as required under the current zoning for a single-family dwelling.

Mr. Kellman also opined that the amendment as requested must meet the same standards as a Special Exception as set forth in Section 502.1, BCZR.

To be granted a Special Exception, the use must comply as follows:

502.1—Before any Special Exception may be granted, it must appear that the use for which the Special Exception is requested will not:

A. Be detrimental to the health, safety, or general welfare of the locality involved;

B. Tend to create congestion in roads, streets or alleys therein;

C. Create a potential hazard from fire, panic or other dangers;

D. Tend to overcrowd the land and cause undue concentration of population;

E. Interfere with adequate provisions for schools, parks, water, sewerage, transportation or other public requirements, conveniences, or improvements;

F. Interfere with adequate light and air;

G. Be inconsistent with the purposes of the property's zoning classification nor in any other way inconsistent with the spirit and intent of these Zoning Regulations;

H. Be inconsistent with the impermeable surface and vegetative retention provisions of these Zoning Regulations;

I. Be detrimental to the environmental and natural resources of the site and vicinity including forests, streams, wetlands, aquifers and floodplains in an R.C. 2, R.C. 4, R.C. 5, or R.C. 7 zone.

Mr. Kellman testified and illustrated that the Petitioner's request meets each of these standards. He added that Tract "A" is larger than each of the other approved lots with the exception of lot #1.

On cross-examination by Ms. Demilio, the witness reviewed the Policy on Design Standards for D.R. Zones (People's Counsel Exhibit #2). Mr. Kellman noted that the standards refer to the D.R. zones where the houses are much closer to each other, not the R.C. zones that are more rural in character.

He further testified that Tract "A" would not need a panhandle strip for access because of its frontage on Corbett Road. It was Mr. Kellman's opinion that the designation of "not for building purposes" on the original plat meant that the lot would not be built upon "at that time." He stated that there is nothing on the plan that would reserve or preclude building on the subject site in the future if the site can comply with the current development regulations.

Michael Aiello testified next. He is the vice-president of Cher-Chris Construction Company, builders of custom homes and owner of the subject property. He related his purchase of three lots from the Shanks (Petitioner's Exhibit #6 and #7). He stated that he was aware of the private covenants (Petitioner's Exhibit #8) on the lots at the time of purchase. He noted that under that covenant agreement he is required to maintain Tract "A" as pasture, "until developed." In support of his opinion that Tract "A" is considered a building lot, Mr. Aiello submitted the tax assessment record for the lot (Petitioner's Exhibit #9), indicating that he has been paying the residential tax rate. He noted as well that the lot has been approved by DEPRM for well and septic (Petitioner's Exhibit # 10).

On cross-examination by Ms. Demilio, Mr. Aiello stated that he had made a pre-purchase study of the property based on his 18 years experience in the building industry. He understood that all three lots that he purchased had been used as pasture up to that time. He noted that all documents relating to the property speak to three separate parcels.

Christopher Aiello, 1038 Corbett Road, spoke on behalf of the Petitioner's request. He is the brother of the Petitioner and now owns lot 2 in the subdivision. He opined that a single-family dwelling on Tract "A" would increase the economic value of his house.

Raymond Knowles was the first witness for People's Counsel. Dr. Knowles has lived at 1034 Corbett Road for 12 years, having purchased the first house to be constructed in the subdivision. He testified that he was assured by the owner at that time, Mr. Shank, that Tract "A" would not be built upon but would remain in pasture.

He opined that all of the other lots (1 through 5) are built on the ridge and their view is Tract "A", 75 feet lower in elevation. He stated that the development of this tract would adversely affect the value of his property and adversely affect the environmental characteristics on that low-lying parcel which receives runoff from the adjacent ridge as noted on the topography map introduced as People's Counsel Exhibit #6. Dr. Knowles also stated that the poor sight lines and hazardous conditions of a driveway from Tract "A" onto Corbett Road would create congestion and a safety hazard. To build on Tract "A" would violate the spirit and intent of the original Final Development Plan, in his opinion.

On cross-examination by Mr. Alderman, Dr. Knowles said that he understood that under R.C. 7 zoning one house could be built on a tract less than 25 acres if recorded. The witness reiterated that he felt a house on Tract "A" would detract from the value of his house.

On re-direct by Ms. Demilio, the witness noted that he does not look into the lots next to him nor do they look at his house. The view is toward Tract "A." Dr. Knowles also noted that he did not object to the development on lots 2 and 3 because he knew they were buildable lots at the time he purchased his house.

John Andrews, 1205 Corbett Road, also appeared on behalf of People's Counsel. Mr. Andrews is employed by the Maryland State Highway Administration as a transportation engineer. He stated that he has lived on Corbett Road for 26 years and that Tract "A" has been used for pasture continuously during that time. His concerns included overcrowding on the two-lane rural Corbett Road, safety relating to additional access points, adverse effects on the value of his property, and water flow downhill into the basin of Tract "A" where it collects.

The next witness was Jack Dillon who was accepted by the Board as an expert on the Baltimore County Code, the BCZR, and planning and zoning (People's Counsel Exhibit #7).

Mr. Dillon testified that in 1981 he was employed in the Baltimore County Office of Planning. He stated that the purpose of a Final Development Plan was to give both the developer and purchasers within the subdivision a document on which they could rely. He opined that the designation of lots 2 and 3 are clearly to be built upon, according to the FDP. Tract "A," however, is not a development parcel, but open space. There is no reference, in this witness's opinion, to density retained or future development of Tract "A."

He noted that rural areas are important to Baltimore County and visual amenities are to be preserved. Tract "A" was treated differently on the FDP for a reason, according to Mr. Dillon. As evidence Mr. Dillon introduced photos that he had taken (People's Counsel Exhibits #8A-D) showing the views relative to Tract "A." He noted the difference in elevation from lots 1-5 with houses built on the ridge, overlooking Tract "A."

In his opinion the Special Hearing request does not meet the standards as set forth in Section 502.1 because the request conflicts with the R.C.7 zoning requirement for 25-acre minimum parcels; the request will create a potential hazard on this rural road with hills and S-curves; and the request is inconsistent with the spirit and intent of the R.C.7 zoning.

Mr. Dillon also noted the Master Plan section for this area (People's Counsel Exhibit #9) wherein the scenic resource is described.

On cross-examination by Mr. Alderman, Mr. Dillon testified that the Office of Planning did not comment on the scenic corridor status of Corbett Road. He also agreed that he could not be specific on the sight distances and the hazards on Corbett Road that might be exacerbated by one additional single-family dwelling. Mr. Dillon simply reiterated that access onto Corbett Road is not an "ideal situation."

Regarding changing a Final Development Plan, Mr. Dillon stated that there is a "proper amendment process," after which the record plat can be amended. He noted that he did not recall any limits in the BCZR to the types of amendments. He said that Tract "A" was not designated on the FDP as local open space by Baltimore County but was retained by the original owner.

Mr. Dillon opined that the word "developed" in the private covenant agreement could refer simply to a shed or a barn, not a residence. He also testified that leaving Tract "A" as open space would actually increase the value of the adjoining lots.

Salvatore Serio, 1036 Corbett Road, also testified on behalf of People's Counsel. He stated that when he purchased lot 4 in 1999 he understood that Tract "A" would not be used for the construction of a residence. He opined that a house with the rear facing the front of his house would negatively affect the value of his property. He emphasized that he would not have purchased his lot if he had known his view would include a house on Tract "A".

George McCeney submitted the appropriate credentials to allow him to speak on behalf of the Sparks-Glencoe Community Association (People's Counsel Exhibit #10). This organization opposes the construction of a single-family dwelling on Tract "A" because, in their opinion, such construction impinges on the integrity of the zoning process and sets a negative precedent for similar development by violating the spirit and intent of the current R.C. 7 zoning.

Opinion

Having reviewed the testimony and evidence before us, the Board finds unanimously that Tract "A" is a developable parcel acceptable for a single-family dwelling as requested by the Petitioner.

BCZR § 1B01.3A.7 provides for the amendment of a Final Development Plan. The subject property allowed for a density of 19 lots under the R.C.5 zoning in place in 1981. Five lots and Tract "A" were approved and recorded. We find no provision or evidence that all

density permitted but not used on an approved FDP is lost forever. We do not find Mr. Dillon's testimony to the contrary to be persuasive.

We note as well that even the private covenants restricting Tract "A" to use as pasture limit that use only "until developed by the Developer, his successor or assigns."

We do agree, however, that in view of the rezoning of Tract "A" from R.C. 5 to R.C. 7, the lot now has density for one single residence under those regulations. Section 1A08.6B.4 allows any lots of record in existence in 2000 when the R.C. 7 zoning regulations became effective to be improved with a single-family dwelling.

The Office of Planning has indicated that the development on the subject site will conform to the setback requirements and maximum building envelope area requirements of the R.C. 7 zone. It is also uncontradicted that DEPRM has approved the lot for well and septic and that the parcel is assessed for tax purposes as a residential lot.

Relative to the requirement that an amendment to a Final Development Plan meet the standards of § 502.1, we find the testimony of the Petitioner's expert Mr. Kellman to be substantive and convincing. We believe that the Petitioner has met his burden in this regard and that the construction of a single-family dwelling on the subject property will not adversely affect any of the standards as set forth above, nor does it violate the spirit and intent of the regulations and the original Final Development Plan as approved.

In conclusion the Board unanimously grants the Petition for Special Hearing to amend the Final Development Plan to change the designation of Tract "A" to building lot 6 at 1100 Corbett Road.

ORDER

THEREFORE, IT IS THIS 30th day of March, 2004 by the County Board of Appeals of Baltimore County

ORDERED that, for the reasons as stated in the foregoing Opinion, Petitioner's request for special hearing to amend the Final Development Plan for the subject property to change Tract "A" to a building lot be and the same is hereby **GRANTED.**

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules*.

COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY

Lawrence M. Stahl, Panel Chairman

Edward W. Crizer, Jr.

Margaret Worrall

1/2/04

BEFORE THE

COUNTY BOARD OF APPEALS FOR BALTIMORE COUNTY

Case No. 03-264-SPH

Cher Chris Construction Company, Inc., *Owner*

Petitioner

1100 Corbett Road
8th Election District
3rd Councilmanic District

PETITIONER'S POST-HEARING MEMORANDUM

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

BEFORE THE

COUNTY BOARD OF APPEALS FOR BALTIMORE COUNTY

Case No. 03-264-SPH

Cher Chris Construction Company, Inc., *Owner*

Petitioner

1100 Corbett Road
8th Election District
3rd Councilmanic District

PETITIONER'S POST-HEARING MEMORANDUM

Cher Chris Construction Company, Inc., a Maryland corporation ("Owner" or "Petitioner"), by and through is undersigned legal counsel, hereby submits this Post-Hearing Memorandum in accordance with the direction of the County Board of Appeals for Baltimore County ("Board") at the conclusion of the hearing held on the above-referenced appeal, in lieu of closing argument.

STATEMENT OF THE CASE

This case involves the amendment of an approved final development plan for the property of Marilynn B. Resnick and T. Douglass Rollings (the "Original Property"), to permit a lot of record, legally existing on the effective date of the newly adopted Resource Conservation 7 zone ("RC 7") as part of the *Baltimore County Zoning Regulations*

("BCZR") to be developed with a single-family dwelling. No additional or further subdivision of the Original Property is proposed. This case involves the application of a statute duly adopted by the Baltimore County Council that is clear on its face and not subject to ambiguity and the amendment of a previously adopted final development plan consistent therewith. If the requested relief is approved, an amendment to the recorded subdivision plat for the Original Property will be recorded.

THE EVIDENCE

The Owner had the burden of adducing testimony and documentary evidence in support of its Petition for the amendment of the final development plan for the "Property of Marilynn B. Resnick and T. Douglass Rollings" (the "FDP"). The FDP was approved in January, 1981 and showed nineteen (19) as the total number of lots then allowed on 29.9 ± acres of Resource Conservation 5 ("RC 5") zoned land and the five (5) lots and Tract "A" proposed to be created at that time.[1] The Petitioner, present owner of Tract A proposed, by the filing of the Petition for Special Hearing in this case, to modify the designation for the land area comprising Tract A by renumbering it to Lot No. 6 as a presently buildable lot. In support of its request, the Owner presented two principal witnesses, together with a neighbor (associated with the Owner) who lives on one of the existing lots created in the Original Property.

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[1] The approved FDP is in evidence as People's Counsel Exhibit No. 1.

THE PETITIONER'S CASE

Michael Aiello - Cher Chris Construction Company, Inc.

Mr. Aiello, an officer and representative of the Owner, took the stand and described the business of the Owner as a custom home builder and not a land developer. The Owner purchased from Andrew and Barbara Shank (the "Shanks") three parcels of land known and identified as 1038 Corbett Road (Lot No. 2), 1040 Corbett Road (Lot No. 3) and 1100 Corbett Road (Tract A) (the "subject property"). Although purchased in a single closing or settlement[2], Mr. Aiello indicated that the Owner paid a purchase price of $150,000 for each, together with all costs of transfer, including the 4% Agricultural Transfer Tax.[3] As part of the contract negotiation process, the Owner received a copy of a portion of the plat of subdivision for the "Property of Marilynn B. Resnick and T. Douglass Rollings", recorded on November 13, 1981 among the Land and Plat Records of Baltimore County in Plat Book No. 48, folio 72 (the "Plat").[4]

Mr. Aiello testified without contradiction that prior to the completion of closing on its purchase, the Owner never received any information from any source that a building permit was not immediately available on all three parcels that it purchased, subject to

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[2] A copy of the HUD-1 Settlement Sheet is included in the record as Petitioner's Ex. No. 7.

[3] *See* Tax-Property Article §13-301 *et seq.*, Annotated Code of Maryland.

[4] A reduced copy of that Plat is in the record as Petitioner's Ex. No. 6.

applicable soil evaluation and water well requirements. The Baltimore County Department of Permits and Development Management advised the Owner in writing on February 14, 2002 that the soil percolation tests for the subject property were approved and that a water well meeting County standards (the well had a yield of 11.11 gallons per minute, well in excess of the minimum required 1.0 gallon per minute) had been drilled on the subject property.[5] After receiving County approval of the percolation test and water well a representative of the Owner applied for a building permit on the subject property. It was during the building permit processing stage that the Owner first learned that an amendment to the FDP would be required to change the designation of the subject property from Tract A to Lot No. 6 and to remove the note added in 1981 that Tract A was not then being submitted for building approval. Mr. Aiello testified that the Owner would not have paid $150,000 for the subject property had it been informed that it was any less buildable than either of the other two parcels purchased from the Shanks. Mr. Aiello also confirmed for the Board that the Owner has paid property taxes levied on the subject property and that those taxes are comparable to the taxes levied on the other two parcels purchased.

The Owner filed a zoning Petition for Special Hearing to amend the FDP. After the completion of the required public hearing, then Deputy Commissioner Kotroco, on

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[5] Petitioner's Ex. No. 10.

February 19, 2003, issued his *Findings of Fact and Conclusions of Law*, approving the redesignation of the subject property to Lot No. 6, as a buildable lot.

The Owner was aware of the private restrictions applicable to the subject property, dated May 28, 1992 and captioned as "Corbett Meadow Restrictions" as the same are recorded among the Land Records of Baltimore County in Liber 9203, folio 119.[6] (the "Restrictions") Enumerated Section 24 of the Restrictions, as specifically amended prior to recording in the Land Records, provides that:

> *Until developed by the Developer, his successors and assigns*, Tract "A" shall be maintained as a pasture. The grass is to be cut and maintained in a presentable fashion. No pigs shall be permitted. Any improvements made or constructed on said tract shall be made in accordance with these Covenants.

(Emphasis in original by different typeface/font.)

As the direct assignee and successor to the Developer (identified in the Restrictions as the Shanks), Mr. Aiello testified that the development of the subject property with a single family home would be in strict accordance with Section 24 and the balance of those Restrictions as required.

Mitchell Kellman - Zoning Expert

Although he was not employed by the Office of Zoning in Baltimore County in 1981 when the Plat was recorded and although he did not represent the Owner prior to its

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[6] Petitioner's Ex. No. 8.

purchase of the three parcels from the Shanks, Mr. Mitchell Kellman of the Land Planning, Engineering, Surveying and Professional Environmental firm of Daft-McCune-Walker, Inc. testified on behalf of the Owner. Having familiarized himself with the available history of the subject property and having had years of extensive zoning training and experience with Baltimore County, Mr. Kellman was accepted by the Board as expert in matters of Baltimore County zoning. Mr. Kellman testified that his firm was retained by the Owner to prepare the proposed modifications to the FDP and to appear and testify at the hearing held by the Deputy Zoning Commissioner. The proposed modifications to the FDP described by Mr. Kellman were changes in the density tabulation to reflect the proposed utilization of one of the available lots under RC 5 zoning regulations, to redesignate Tract A as a buildable Lot No. 6 and to annotate the FDP with the reason for the 1st Amendment proposed by the Owner.

The subject property was described by Mr. Kellman as being approximately 3.05 acres in size and having extensive frontage on Corbett Road, a public roadway, with a mailing address assigned by Baltimore County of 1100 Corbett Road. At the time the subject property was legally created it was zoned RC 5 as was the balance of the Original Property. On the FDP, the subject property was labeled "Tract A - Not for Building Purposes". On the Plat the subject property is identified only as "Tract A". The FDP does not create lots, tracts or parcels. The Plat reflects the total number of lots permitted [19] and the limited subdivision initially submitted for recordation [5 lots and Tract A].

According to Mr. Kellman, it was the recording of the Plat that created a subdivision of the Original Property into 5 lots and Tract A from the total 19 lots available. During the Baltimore County 2000 Comprehensive Zoning Process, the zoning classification of subject property was changed to RC 7.

With respect to the designation of the subject property as Tract A - Not for Building Purposes, Mr. Kellman indicated that in his extensive experience with the County he had seen other projects with land areas so designated. The reasons for designating tracts "as not for building purposes" at the time of approval included, but were not limited to then current problems with soil percolation, environmental constraints and/or as a repository for unused density for future development purposes. Mr. Kellman testified that he had reviewed the Zoning Advisory Comments, generated on the Petition by reviewing agencies, and that no agency had any negative comment regarding the Owner's Petition other than the Office of Planning that requested compliance with the RC 7 building setback and maximum building envelope regulations in the development of the subject property.

In Mr. Kellman's expert opinion, applying BCZR §§ 103.3 and 1A08.3C, the subject property can be developed pursuant to the RC 5 regulations in effect at the time of approval of the FDP. The designation of the subject property as Lot No. 6 would utilize one of the total available lots depicted on the FDP but not utilized at the time of recordation of the Plat.

Alternatively, if the subject property is required to be developed pursuant to its current zoning classification of RC 7, Mr. Kellman opined that BCZR §1A08.6.B.4 provides a minimum development allowance for RC 7 zoned property such that any lot or parcel of land lawfully existing on the effective date of the legislation that created the RC7 zone "may be developed with a single dwelling."[7] Both of the experts that testified before the Board agreed that the legislation which created the RC 7 zone became effective in 2000, prior to the Council's vote on the 2000 Comprehensive Zoning Map Process. Clearly the subject property was created approximately 19 years prior when the Plat was recorded. In either case, Mr. Kellman testified that the subject property, having an existing, approved water well and septic reserve area could be developed with a single family home meeting the building envelope, bulk and area requirements of either the RC 5 or RC 7 regulations without variance or modification.

On cross-examination, Mr. Kellman was questioned on the applicability of the *Comprehensive Manual of Development Policies* ("CMDP") regarding the design of panhandle lots. Mr. Kellman opined that the CMDP pertains to the design of panhandle lots in Density Residential (DR) zones where lots are, generally, much smaller than lots created in the Resource Conservation (RC) zones. Mr. Kellman also noted that the subject property was significantly larger than Lot Nos. 2, 3, 4 and 5 shown on the Plat. People's

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[7] *See* Petitioner's Ex. No. 4.

Counsel made inquiry of Mr. Kellman regarding the definition of "Lot" as codified in the 1978 Baltimore County Code.[8] Lot was defined at that time as a "portion of a subdivision, or other parcel of land intended for building development, whether immediate or future." Mr. Kellman acknowledged readily that the subject property was initially labeled as a Tract when the Plat was recorded and that the FDP indicated that there was no plan to build anything on that Tract at that time. Mr. Kellman also testified that it was his opinion that density was not lost or extinguished by not developing the Original Property to its maximum density in 1981 or by not reserving by separate note all remaining density not than utilized. Mr. Kellman opined that both the Plat and the FDP showed that 19 lots were available and only 5 lots (for density purposes) were used in 1981, leaving 14 lots available for use in the future by processing an amendment to the FDP and the recording of a modification to the Plat.

Resident - Mr. Christopher Aiello

Christopher Aiello, brother of Michael Aiello, who formerly performed an active role in Cher Chris Construction Company, Inc., testified that he purchased one of the three properties acquired from the Shanks. Mr. Aiello testified that to leave the subject property vacant would result in a diminution of the value of his property. He indicated that he constructed his home with the understanding that the subject property would be improved

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[8] People's Counsel Ex. No. 3.

with a home that would complement and not detract from his investment. To illustrate the quality of the home that he built, Mr. Aiello introduced a series of photographs of his home and the surrounding area.[9]

THE PROTESTANTS' CASE

The individuals who testified in opposition to the relief requested by the Owner included owners of other lots created in the Original Property, a neighbor who lives on the opposite side of Corbett Road and Jack Dillon, a professional planner. Each of the residents of the subdivision in which the subject property is located testified that when they purchased their respective properties they believed that the subject property would remain an undeveloped pasture. While each such resident testified that they were familiar with the Restrictions and in particular Section 24 thereof, they maintained their belief regarding the subject property's future despite being confronted with the plain language of that Section. One neighbor, Dr. Knowles, testified that he felt that a home constructed on the subject property in front of his home would detract from its value. On cross-examination, he was unable to explain why his own home had not detracted from the home of the Serios who live behind him. Most of the residents that testified indicated that constructing a home on the subject property would, in their individual and respective beliefs, reduce the value of their property – none of those testifying were appraisers or

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[9] Petitioner's Ex. No. 11A-E.

relying on any appraised value of their property.

John Andrews who lives on approximately 15 acres on the other side of Corbett Road testified that the subject property was labeled "not for building" on the FDP because it would not pass soil percolation tests when the FDP was approved in 1981. While Mr. Andrews testified as to his perceived overcrowding of Corbett Road and that he had written assurances of the future uses available for the subject property, he could not produce actual evidence of either claim.

Jack Dillon was accepted and testified as an expert planner. Mr. Dillon noted that the FDP was not recorded and, contrary to his speculation that the subject property was to remain as open space, he was unable to identify any note, label or other indication on the FDP or the Plat supporting that speculation.[10] Moreover, Mr. Dillon testified that (in his opinion) because the subject property was not identified and labeled as a "lot" in 1981, there was no available density for it to be improved in present day. Mr. Dillon was completely incapable of supporting that opinion with reference to any applicable law or regulation.

The most startling opinion offered by Mr. Dillon was his belief that once a residential scheme of development was shown on an approved final development plan, any unused density, reflected on the FDP as approved but not then used, was not carried

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[10] As this Board is aware, it was not until approximately 21 years after the Plat was recorded that open space areas were ever required to be created in RC zones.

forward. Mr. Dillon also testified that once the subject property was rezoned to RC 7 it could not be developed because it was not a lot of record at the time of such rezoning.[11] On cross-examination, Mr. Dillon opined initially that Lot No. 1 as shown on the Plat could have been subdivided further [using the remaining density available in 1981 as shown on the FDP but not platted via subdivision – 14 lots] had the Original Property not been rezoned to RC 7. When asked to reconcile that opinion with his statement on direct that density shown but not used on an initially approved final development plan was forever lost, Mr. Dillon had no other choice but to state that he had been mistaken on the potential development of Lot No. 1.

In all respects, Mr. Dillon was unable to support any of his positions regarding the use of density, perpetual loss of unused density and purported applicability of Density Residential (DR) design standards to RC zoned property with reference to any applicable statute or regulation.

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[11] Section 28-168 (aa) of the current Baltimore County Code defines "lot of record" as a parcel of land:

(1) with boundaries as shown on a plat prepared pursuant to an approved plan and recorded in the land records of the county; and

(2) which is governed by the development and zoning regulations in effect on the date of the approval of the plan.

ARGUMENT

The Owner's proposed amendment to a previously approved final development plan is in accord with the Baltimore County Zoning Regulations and has been recognized by Maryland's Appellate Courts

If this Board were to accept the position of Jack Dillon that once an initial, final development plan has been approved it is, in effect, cast in stone why would there be a codified process for the amendment of previously approved final development plans? Clearly, BCZR § 1B01.3A.7 provides specifically for the amendment of such plans. Obviously, any such amendment cannot create additional density beyond that provided by the property's zoning classification. However, contrary to the position of Mr. Dillon, there is no provision in § 1B01.3A.7 or elsewhere in the BCZR that provides that all density shown but not utilized on an initially approved final development plan is forever lost. An expert opinion alone is insufficient unless there are facts to support it. *People's Counsel for Baltimore County v. Prosser Co., Inc.*,

119 Md. App. 150, 179 (1998) – no facts or law were offered by Mr. Dillon.

> The fact that the subject property [Tract A] was labeled "not for building purposes" when the original FDP was approved does not mean that the FDP can't be amended and a home constructed. The Maryland Court of Appeals has recognized that at the time of initial subdivision, not all available areas of land are recorded as buildable lots. In 2002, that Court acknowledged that:
>
> > Once the process of subdivision or re-subdivision commences, it is not at

> all uncommon for there to be parcels or lots reserved by the owners and not offered for immediate sale or proposed for immediate use. Sometimes the reason for the existence of these parcels or lots is that, because they contain environmentally sensitive areas, the owner intends to market the unrestricted lots first and later attempt to see if the affected lots or parcels can be approved for development.

Stansbury v. Jones, 372 Md. 172, 201 (2002) (Emphases added.)

When private property is restricted (as in the notation of "Not for building purposes" on Tract A), whether it be by notations on drawings such as the FDP or by a separate declaration or set of restrictions, if there is any doubt as to the intention of the parties, the court will naturally lean in favor of reasonable freedom of the property from the restriction. *Id.* at 203. In this case, the original, subdividing owner clearly showed on both the FDP and the Plat the total number of lots that could be developed. In the Restrictions, the use of Tract A was restricted to pasture land "**until developed by the Developer, his successors or assigns**".[12] (Emphasis added.) Read together, it is disingenuous for anyone to suggest that all density shown as available not platted in 1981 and the right to build on Tract A were both lost in perpetuity. The only restrictions on the subject property were: i) the private restriction against building in 1981 and the required use as a pasture until Tract A was developed. There were no governmentally imposed restrictions on the subject property contained on the FDP or the Plat.

The Owner is not seeking to add additional land to the Original Property and then

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[12] Section 24 of Petitioner's Ex. No. 8 at page 5 (Liber 9203, page 123).

transfer the unused density shown on the FDP to the newly added property. Such a proposal was clearly rejected in *People's Counsel for Baltimore County v. Crown Development Corp.*, 328 Md. 303 (1992). Instead, this Owner intends to use the available lot density within the area of the Original Property by way of amendment to the FDP. The *Crown* court found that "[a]ny subsequent purchaser of property within the subdivision tract is informed by the plan of any increase or decrease of density affecting the property because of approved clustering or underutilization in the remainder of the tract. *See* BCZR 1B01.3 B.1." *Crown* at 313. (Emphases added.)

BCZR § 1B01.3A.7.b provides that when an amendment to a previously approved final development plan is considered at a public hearing, such amendment must be in accord with the CMDP and with the spirit and intent of the original plan. The Office of Planning must ensure that these provisions are maintained. In this case, the original plan (the FDP) showed excess lot density, one of which is now proposed to be utilized in the development of the subject property. There is no violation of the CMDP either alleged or proven.[13] The Office of Planning has requested that development on the subject property conform to the setback requirements and maximum building envelope area requirements of the RC 7 zone — the Owner does not object to these requests and

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[13] Mr. Dillon's oblique reference to the panhandle lot provision of the CMDP applies only to DR zoned property and is, therefore, not applicable here. Moreover, the subject property has extensive frontage on Corbett Road and will not be a "panhandle lot."

Mitchell Kellman testified without contradiction that the home to be placed on the subject property can meet all such requirements.[14]

Mr. Kellman testified that the proposed amendment meets all requirements of BCZR § 502.1 and is within the spirit and intent of the FDP. The purported concerns of neighbors in the area that the spirit and intent of the FDP will be violated were not supported with any credible evidence. Each acknowledged reviewing the FDP [which showed 19 lots available] and receiving the Restrictions and being aware of the Owner's specific reservation of the development/building of Tract A in the future.

The Petitioner has met its burden. The relief requested is in accord with the requirements of the BCZR and has been recognized as customary and appropriate by the appellate courts of this State.

> ***The subject property is presently zoned RC 7 and the Baltimore County Council provided specifically that it can be developed with a single family dwelling***

As noted above, any lots or parcels of record in existence in 2000 when the RC 7 zoning regulations became effective can be improved with a single family dwelling. BCZR § 1A08.6B.4. People's Counsel, through the testimony of Jack Dillon, attempts to avoid this express, legislatively defined right by suggesting that the subject property was neither a lot nor a parcel in 2000. As shown clearly on Petitioner's Ex. No. 9, the

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[14] It should not go unnoticed that the Department of Environmental Protection and Resource Management, through its reviewer Mr. Wally Lippincott, does not oppose the Petitioner's request.

subject property is defined as Lot A and Parcel 179. Mr. Dillon was unable or unwilling to address the characterization of the subject property by the State Department of Assessments and Taxation.

Mr. Dillon attempted to draw a finite distinction between the terms "lot", "parcel"and "tract" for purposes of the express right guaranteed by the County Council for properties classified with the newly created RC 7 zone. Once again, this State's highest court has rendered an opinion directly on point with respect to those terms and zoning ordinances:

> Zoning is concerned with dimensions and uses of land or structures, not with any particular description "lot," "parcel," or "tract" applicable to or necessary for conveyancing. . . . In zoning, the term lot normally is generic and used interchangeably to describe parcels, **tracts**, pieces or sections of land.

Friends of the Ridge v. BGE, 352 Md. 645, 655 (1999) (Emphases added.)

Thus, substituting "Tract A" for the term "parcel of land", BCZR § 1A08.6B.4 would read as follows: 'Any lot or Tract A lawfully existing on the effective date of Bill 74-2000 [creating the RC 7 zoning regulations] may be developed with a single dwelling.' This provision of the BCZR is is clear and unambiguous on its face. The Court of Appeals of Maryland has long held that "where the language of a statue is plain and unambiguous, the judicial construction cannot be controlled by extraneous considerations and no custom, however venerable, can nullify the plain meaning and purpose of a statute.' *Hope v. Baltimore County,* 288 Md. 656, 662 (1980) When interpreting a

statute or regulation, its meaning and intent are to be derived or gleaned from the language used by the legislators that adopted it – "[l]aws are made for men of ordinary understanding and should therefore be construed by the ordinary rules of common sense. Their meaning is not to be sought for in metaphysical subtleties, which may make anything mean everything or nothing at pleasure." Letter from Thomas Jefferson to William Johnson, June 22, 1823, quoted in *Gnau v. Seidel*, 25 Md. App. 16, 23-24 (1975).

Upon being required to interpret applicable statutes and regulations, the Court of Special Appeals of Maryland has held that:

> When engaged in statutory construction, it is well settled that not only should this Court begin its investigation with the words of the statute, but we are bound by those words if their import is clear and unambiguous: The statutory language itself provides the clearest indication of the legislative intent and is thus the primary source for all statutory construction. We also adhere to the principle that the court should confine itself to construing the statute according to the ordinary and natural signification of the words used without resorting to subtle or forced interpretations designed to limit or extend the operation of the statute. When the words used convey a clear and plain meaning, there is no need to look beyond the statute to ascertain the legislative intent. Stated differently, when the statute is free from ambiguity, the court may not disregard the natural impact of the words so as to make the statute express an intention which is different from its plain meaning.

UPS v. Comptroller of Treasury, 69 Md. App. 458, 469-70 (1986) (Citations omitted.) (Emphasis added.)

The Maryland Court of Appeals, called upon to determine whether or not a snake is a farm animal under the BCZR, concurred:

> We have said that '[t]he cardinal rule of statutory interpretation is to ascertain and effectuate the intention of the

> legislature. Legislative intent must be sought first in the actual language of the statute. Where the statutory language is plain and free from ambiguity, and expresses a definite and simple meaning, courts normally do not look beyond the words of the statute to determine legislative intent.'

Kahl, 366 Md. 158, 179 (2001) (Citations omitted.)

Unlike other, specifically enacted provisions applicable to properties zoned RC 2, RC 3, RC 4 or RC 5, once a property is zoned RC 7 it is arguable that the RC 7 regulations apply irrespective of whether or not there was a prior approved plan.[15] It does not matter to the Owner, the proposed home location, size, setbacks, etc. will meet either set of regulations.

The neighbors who testified in this case do not want to see the subject property

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[15] Note that the "relation back" provisions of BCZR § 103.3 do not apply to RC 7 zoned property:

> In an **R.C.2**, **R.C.3**, **R.C.4** or **R.C.5** Zone, contrary provisions of Subsection 103.1 and any other contrary provisions of or pursuant to these regulations notwithstanding, in the case of property covered by a recorded subdivision plat which was approved by the Baltimore County Planning Commission or Board before the effective date of this subsection, and which remains in effect, buildings may be constructed, residential densities and lot lines may be established, and yards and other open areas may be laid out in accordance with that plan, subject to any conditions of the approval. Where such a plan has been so approved but does not indicate densities or the situations of buildings or yards or other open spaces, these may be established or situated only in accordance with the standards as prescribed and in force at the time of the lot recordation.

BCZR § 103.3 (Emphasis added.)

Nor does the "relation back" provision of BCZR §103.1, applicable to properties approved for development prior to March 30, 1955, apply.

developed with a single family dwelling. The subject property was on the open market for sale at the same price as the other 'lots' that had been platted in 1981 but had not been improved. Rather than purchase the subject property to ensure that their desires were guaranteed or that their purported fears did not become a reality, they now seek to deprive the Owner of its bargained for rights. This Board should not tolerate such an approach. The Court of Appeals has held:

> . . . neither a municipal corporation nor the state legislature itself can deprive an individual of property rights by a plebiscite of neighbors or for their benefit.

Benner v. Tribbitt, 190 Md. 6, 20 (1948)

> Exercise of the police power in zoning regulations cannot be governed 'by a plebiscite of neighbors or for their benefit.' (quoting *Benner v. Tribbitt).*

Walker v. CC of Talbot County, 208 Md. 72, 91-2 (1955)

The County Council has spoken, both in terms of the current zoning classification on the subject property and the absolute right to erect a single family dwelling on it. The County Council had the opportunity to add RC 7 zoned properties to the list of zones in BCZR § 103.3. Instead, the Council provided for the absolute right identified above. Clearly, the subsequent legislative enactment of the Council supercedes any prior, limiting statue or regulation. This Board must find that the subject property can be improved with a single family dwelling that meets all setback requirements and maximum building envelope provisions of the RC 7 zoning regulations.

For all of the foregoing reasons, the relief requested should be approved.

SUMMARY and CONCLUSION

Once a final development plan has been approved, it is not a static, unchangeable plan. Rather, the County Council has provided a statutory scheme for its amendment. A proposed amendment may be processed in one of three ways. That is exactly what the Petitioner has proposed. The hollow and unsubstantiated concerns expressed in opposition to the proposed amendment fall well short of the Owner's bargained for and purchased bundle of rights. The County and the State do not question the right to construct a new home on the subject property, both have assessed it and levied taxes on it as a buildable lot. The uncontradicted testimony of a qualified and unbiased expert testifying on behalf of the Petitioner is that the proposed amendment is completely within the spirit and intent of the original [FDP] plan.

The expert testimony in opposition to the proposed relief is, at best, flawed. At worst, it is knowingly self-contradictory and not supported by any rational basis at all. Jack Dillon was forced to contradict himself and to recant his sworn, expert opinion in his futile attempt to avoid the plain meaning of the applicable provisions of the BCZR. There is no support in any law, regulation or policy for the positions taken by Mr. Dillon nor did he offer any on direct or cross examination. Compare his testimony to that of Mitchell Kellman. Yes, the subject property was down zoned, but it was not rendered undevelopable. There is a statutory right to improve it with one single family dwelling.

Yes, there are constraints on the subject property but it has a recently approved water well and area for septic reserve system. Mr. Kellman's uncontradicted testimony is that the subject property can be developed with the permitted home and meet all applicable requirements of the BCZR. The relief should be approved as requested by the Owner/Petitioner.

Respectfully submitted,

Howard L. Alderman, Jr.
Levin & Gann, P.A.
8th Floor, Nottingham Centre
502 Washington Avenue
Towson, Maryland 21204
410.321.0600 [voice]/410.296.2801 [fax]
Attorneys for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of February, 2004, a copy of the foregoing Petitioner's Post-Hearing Memorandum, was mailed, postage prepaid, First Class United States Mail to the following:

Peter Max Zimmerman, Esquire
Carole S. Demilio, Esquire
People's Counsel for Baltimore County
Old Courthouse, Room 47
400 Washington Avenue
Towson, Maryland 21204

and

Cher Chris Construction Company, Inc.
10517 York Road
Cockeysville, Maryland 21030

and

Mitchell J. Kellman
DMW, Inc.
200 East Pennsylvania Avenue
Towson, Maryland 21286

Howard L. Alderman, Jr.

4.

7/1/03

BEFORE THE COUNTY BOARD OF APPEALS FOR BALTIMORE COUNTY

RE: PETITION FOR SPECIAL HEARING **1100 Corbett Road N/S Corbett Rd.** **1680' E c/l Chesterfield Court** **8th Election District** **3rd Councilmanic District** ***Cher-Chris Construction, Inc.,*** ***Owner/Developer***	**Case No.: 03-264-SPH**

REQUEST FOR POSTPONEMENT

Cher-Chris Construction, Inc., Owner/Developer/Respondent, by its attorneys, Howard L. Alderman, Jr. and Levin & Gann, P.A., respectfully move that this Honorable Board postpone the hearing in this case until the next regularly scheduled appeal date or an earlier date if the same becomes available, and in support thereof state as follows:

1. The hearing before this Board is scheduled for Wednesday, July 16, 2003 at 10:00 a.m.

2. The undersigned did not participate in the hearing before the Deputy Zoning Commissioner and, consequently, did not receive notice of the scheduled hearing before this Board. Upon learning of the scheduled date, the undersigned notified the Owner and the Office of People's Counsel of his unavailability for that date.

3. The undersigned has spoken with Peter Max Zimmerman, Esquire who indicated that his Office has no objection to the requested postponement **provided that** any rescheduled date for the hearing before this Board be coordinated with the schedules of all counsel of record and their respective clients.

WHEREFORE, the Owner respectfully requests that this Honorable Board grant a postponement

of the hearing in this case until the next regularly scheduled appeal date or an earlier date if the same becomes available.

Howard L. Alderman, Jr.
Levin & Gann, P.A.
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Attorneys for Owner/Developer/Respondent

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 1st day of July, 2003, a copy of the foregoing Request for Postponement was sent via telefax and was mailed via First-Class, United States Mail to Peter Max Zimmerman, Esquire and Carole S. DeMilio, Esquire, both of Baltimore County Office of People's Counsel, Old Courthouse, Room 47, Towson, Maryland 21204.

Howard L. Alderman, Jr.

RE:	**PETITION FOR SPECIAL HEARING**	*	**BEFORE THE**
	Nside Corbett Rd, 1680 ft E C/line		
	Chesterfield Court	*	**COUNTY BOARD OF APPEALS**
	(1100 Corbett Road)		
	8th Election & 3rd Councilmanic Districts	*	**FOR**
	Legal Owner(s): Michael Aiello, VP,		
	Cher-Chris Construction, LLC	*	**BALTIMORE COUNTY**
	Petitioner(s)		
		*	**Case No. 03-264-SPH**

* * * * * * * * * * * * *

PEOPLE'S COUNSEL FOR BALTIMORE COUNTY'S MEMORANDUM

People's Counsel for Baltimore County files this Memorandum in support of its position that the Petition for Special Hearing should be **denied.**

I. ISSUES:

(1) Do the Baltimore County Zoning Regulations (BCZR) permit special hearing relief to amend a 1981 Final Development Plan (FDP or Plan) for further development **in excess of the permitted density under the current R.C. 7 zone?**

(2) If an amendment is permitted, did the Petitioner satisfy the mandatory **special exception requirements under BCZR 502.1?**

(3) If an amendment is permitted, does development of Tract A comply, as required under BCZR 1B01.3 A. 7., with the **spirit and intent** of the 1981 FDP, which states Tract A is "not for building purposes"?

II. APPLICABLE STATUTES:

- BCZR 1A08.6 B. 1. "Maximum Lot Density" (R.C. 7 Zone)
- BCZR 1A00.4 "Section 1B01.3 Applies to R.C. Zones"
- BCZR 1B01.3 A. 7. "Amendment of Approved Development Plans"
- BCZR 1B01.3 B. 2. " Effect of Final Subdivision Plat"
- BCZR 502.1 A.- I. "Special Exceptions"(standards apply to Special Hrg)
- BCC (1978) Sec. 22-53 "Definition of Lot" (attached)
- BCC (1978) Sec. 22-56 "Open Space Tracts in Residential Subdivisions"
- BCC 26-180 "Development Must Comply with all other County Laws"

III. WITNESSES FOR THE PROTESTANTS:

- Mr. Jack Dillon – Expert in zoning and planning
- Mr. George McCeney – Representative of Sparks-Glencoe Community Association
- Dr. Raymond Knowles – resident of subdivision – owner of Lot 5
- Mr. Sal Serio – resident of subdivision – owner of Lot 4
- *Mr. John Andrews – 27 year resident on Corbett Road*

IV. PEOPLE'S COUNSEL POSITION ON ISSUES (1) (2) (3) ABOVE:

(1) (i) The FDP and the Subdivision Plat cannot be amended, as a matter of law, to permit an additional building lot, described as "Tract A". As a matter of law, any amendment that requests illegal density is prohibited. The 1981 FDR utilized 5 density units for Lots 1-5. No density was attributed to Tract A, which was labeled "not for building purposes." No density was reserved for future development of Tract A. It is feasible and reasonable that Baltimore County agencies would not have approved the FDP unless the building prohibition was stated on the Plan. Under the current R.C. 7 zone on the site, one dwelling is permitted on 29 acres. (The R.C. 7 zone permits a maximum density of .04 per acre (1 lot per 25 acres)). If the 29 acre site had not been approved for development under its prior R.C. 5 zone, one dwelling would be permitted. The FDP here permits development according to and as limited by the Plan. All available density under the FDP was applied to Lots 1-5. The developers did not, or were not permitted to, reserve a 6th lot for development. Since the site was down-zoned in 2000, it can only be developed to the extent of the density permitted under the Plan. In other words, Lots 1-5 were approved for development in 1981 and are vested. "Tract A" was not approved for development in 1981; additional density for the site, including Tract A, was lost when the site was rezoned.

(1) (ii) BCZR 1A01.3. B.2 requires the CBA to consider the entire 29 acres: *"It is*

***the intent of these zoning regulations to prohibit subdivision or re-subdivision of portions of a tract in a R.C. zone in a manner so as to exceed the total number of dwelling or density units allowed . . .*"** Petitioner's erroneous reliance on BCZR 1A08.6 B.1, which permits "minimum development" for a "lot" or "parcel" in the R.C. 7 zone, violates every principle of statutory construction. He seeks to apply an isolated zoning provision without regard to the statutory scheme. Tract A is *not* an undersized single lot or parcel, because it is part of a subdivision plat and development plan. This provision in the R.C. 7 zone contemplates relief in hardship cases where the lot or parcel was never part of a subdivision or development and would have no density under the zone. Here, Tract A is part of a FDP that utilized all of its allotted density for Lots 1-5. Ironically, Petitioner takes advantage of a vested FDP, which permits him to develop Lots 2 & 3, while taking the diametrically opposite position that the R.C. 7 regulation for minimum development applies to Tract A. Petitioner throws up to the CBA random zoning regulations out of context, hoping that in the confusion he creates, something will stick and the relief will be granted. The CBA should not be misled by Petitioner's total disregard of the statutory scheme of the regulations and his disregard for the principles of statutory construction.

(2) Even if an amendment to the Plan can be considered, the request here is without merit. The purpose of a development plan is **"To provide for the disclosure of development plans to prospective residents and to protect those who have made decisions based on such plans from inappropriate changes therein;"** BCZR 1B01.3. A development plan can be amended by filing a Petition for Special Hearing and proceeding through the administrative hearing process. It is Petitioner's burden to satisfy all the standards in BCZR 502.1. The relief must be denied if it is inconsistent with the property's zoning classification, or with the spirit and intent of the Zoning Regulations. There was ample uncontested evidence from

Mr. Dillon and the Protestants that development of Tract A. violates BCZR 502.1 A., B., C., D., G. Petitioner must give valid reasons, not just conclusive statements, that the relief does not violate BCZR 502.1. Petitioner failed to meet his burden of proof.

3. (i) Petitioner's request is inconsistent with the spirit and intent of the original Plan in violation of the Regulation to amend, BCZR 1B01.3 A.7. b. In addition to meeting the standards of BCZR 502.1, a development plan must be consistent with the spirit and intent of the Plan as approved. The FDP was approved with the restriction that no building would be constructed on Tract A. It was not labeled a "lot," which means a building lot on this Plan. It was customary to specifically reserve density for future development on the Plan itself. Here, there was no reservation of density in the "Notes" or on the "Density Table" or anywhere.

Moreover, Petitioner was unable to identify why Tract A was not suitable for building in 1981. It is impossible for him to claim relief because there has been a material change in circumstances. Case law holds it would be arbitrary and capricious for the CBA to grant relief that effectively reverses the decision in 1981 to approve the FDP, without proof of a material change in circumstances.

3. (ii) The relief violates the spirit and intent of the R.C. 7 zone, which reduces density on the site under the prior R.C. 5 zone. If no density was permitted on Tract A when it was zoned R.C. 5 in 1981, it is axiomatic that Tract A would have no density under the R.C. 7 zone. The relief here is patently contrary to the important special exception standard that the relief must be consistent with "the spirit and intent of the property's zoning classification." It is clear from the language on the development plan Tract A had no density. Arguably, a request to construct a dwelling on Tract A could only be made legitimately if the current zone permitted additional density beyond what was approved on the Plan. Even then all

the special exception standards and the spirit and intent requirements must be met. Here, the Petition for Special Hearing is not legitimate because there is no further density available for the 29 acre site under the current zone.

V. THE SITE'S HISTORY AND THE FACTS SUPPORT PEOPLE'S COUNSEL'S POSITION

A. History

The subject site is part of a 29-acre subdivision. It is located in northern Baltimore County, north of Hunt Valley and Belfast Road. The area is rural and agricultural. The site is on the northern side of Corbett Road, which runs east/west and intersects York Road. The site is east of York Road. In 1981, the prior owners, who resided on the farm that became Lot 1, received approval of a Plan for 5 lots.

Lot 1, 19 acres on the northern end of the site, consists of the original farmhouse and farm buildings. Lots 2-5, about 1 1/2 acres each, were proposed on approximately 9 acres, running along Corbett Road, west of Lot 1, and sloping northward from the road least 80 feet to a crest. The building envelopes for Lots 2-5 are located on the crest. Tract A is located in a gully fronting along Corbett Road, between the homes on the crest and Corbett Road. A drainage pipe between lots 4 & 2 carries runoff from the hillside on the north side of the site into Tract A. A panhandle driveway runs southeast/northwest above Tract A and below Lots 2-5.

The 1981 FDP did not provide a building envelope for Tract A and was specifically labeled "not for building purposes". The Plan was approved with that restriction. Lot 1 was sold, along with Lots 2-5 to Andrew and Barbara Shank in the late 1980's. The Shanks resided on Lot 1. They sold Lots 4 and 5 in the early 1990's and each was developed with a residence. Mr. & Mrs. Serio and Dr. Knowles, respectively, are the current owners of those lots. Petitioner bought the unimproved Lots 2, 3 and Tract A in 2002. Petitioner constructed houses on the "lots" and

sold them to Chris Aiello, a principal in Cher-Chris, and Mr. & Mrs. Gowland, respectively. The Shanks sold Lot 1 in 2002 to a separate party.

Furthermore, about the time the first lots were sold for development, the owners, Andrew and Barbara Shank, drafted and executed a common panhandle driveway Maintenance Agreement. The Agreement provided for driveway access and maintenance for Lots 2-5. Significantly, no ingress and egress on the common driveway was provided for Tract A. If the owners intended to construct a dwelling on Tract A, or sell it for development, and believed it was permitted by the FDP, they would have had to include Tract A in the Maintenance Agreement. (Like Tract A, Dr. Knowles' Lot 5 fronts on Corbett Road and could have its own road cut; but for the sake of design and safety, the Agreement provides that Lot 5 use the common panhandle driveway).

Since the Plan was approved over 20 years ago, Tract A remained undeveloped, used as a pasture for farm animals, and all the neighbors were content. It was sold when the Shanks were liquidating all their assets, presumably in connection with his criminal conviction. From the beginning, the purchasers of Lots 4 & 5 understood that no dwelling would be constructed on Tract A.

The conclusions and assumptions of Dr. Knowles and Mr. & Mrs. Serio opposing the relief cannot be dismissed or minimized. They are supported and confirmed by a neighbor on Corbett Road, Mr. John Andrews, and Mr. Jack Dillon, an acknowledged expert in zoning and planning, and a long-time Baltimore County employee in the zoning and planning offices. Mr. Dillon testified that Tract A had no density under the FDP and subsequently under the R.C. 7 zone. Furthermore, the law also supports their position that the amendment to the FDP is without merit.

B. Contract of Sale

The Petitioner signed a ***Contract of Sale*** on November 21, 2001 to purchase separately Lots 2 and 3 and Tract A. (PC's Exhibit # 4). The Contract provided in paragraph 5;

> ***"The Buyer shall have _____( ) days from the date of this Contract to consult with appropriate public authorities or otherwise to determine: . . . (d) that existing or proposed zoning, subdivision, environmental, and other laws and regulations, existing or formally proposed restrictions or other covenants, proposed roads and other pertinent information regulations will allow the Buyer to use the Property for, (check one box): [ ] house which Buyer desires to build or, [ ] _____.***
>
> ***Buyer agrees to promptly commence such consultations and examinations and to use all due diligence in obtaining the information necessary to make the determinations. If Buyer is not satisfied with the results of Buyer's consultations and determinations, Buyer, by written notice to the Seller given within _____( ) days from the date of this Contract, may declare this Contract null and void and all deposits hereunder shall be returned to the Buyer pursuant to the "Deposit" Paragraph."***

(The blanks in this quote are actual blanks in the Contract).

Petitioner did not exercise this provision, but assumed the risk of proceeding to settlement. Any prudent buyer would have exercised the contingency provision in the Contract, at least for Tract A, which was differentiated from the "lots" on the FDP, and which was separately priced in the Contact. Petitioner here made no zoning inquiries. He proceeded at his own risk in his eagerness to close the deal.

C. Seller's Representations

Petitioner, Mike Aiello's testimony that he acted diligently is simply wrong and self-serving. If he relied on the Seller's representations, he was foolish. Even unseasoned Buyers would know the Seller's and Buyer's interests do not coincide. Furthermore, the zoning process is not the forum to rectify wrongs between private parties.

In Marathon Bldgs. V. Montgomery Co., 246 Md. 187 (1966), the purchaser, Marathon, bought a 3.7 acre portion of a site used as open space. The remainder of the site was improved

with apartment buildings. Marathon brought a mandamus action against Montgomery County to compel approval of his plan to subdivide the 3.7 acres for residential units. Marathon's seller (Polinger) had developed the apartment buildings on 9 acres, then sold them to other parties. The site was never actually subdivided and Polinger retained the 3.7 acres, which he eventually sold to Marathon. Marathon's Plan was denied because the 3.7 acres, although unimproved, supported the minimum acreage required for the density for the apartments buildings. Marathon claimed it had no knowledge of this and **"that it stands in the shoes of an innocent purchaser and that it should not be responsible for the exhaustion of the area consumed by the density requirements attendant to the development and construction performed on the tract by its predecessors in title.** Id. 195. The Court disagreed:

> **"No valid reason can be offered to sustain this contention. If it were to be held that the 3.762 acre tract owned by the appellant was not now to be considered a part of the original 9.985 acre Polinger** [Marathon's seller] **tract, after it had once been used to make up the net lot area necessary to meet the density requirements under the R-30 classification, what would prevent the appellant, or its successors or assigns, once approval was granted and their development completed, to reconvey the tract back to Polinger, and thus enable Polinger, to achieve by indirection what he could not directly accomplish. This would establish a facile, but transparent, method for complete circumvention of the zoning laws."** Id. 195.

Marathon's claim it would suffer "irreparable damage" (Id. 191) and that the Court is punishing Marathon for the transgressions of its seller, Polinger, (Id. 195) did not persuade the Court of Appeals who sets forth the standard for purchasers that is particularly applicable to Messrs Aiello here:

> **"We find little merit to this argument. Certainly, today rezoning restrictions on land being the rule rather than the exception, it is not too much to expect that the prospective owner make an intelligent inquiry into the land uses permitted and the effect that zoning has produced on the subject property and the tract of which it was once a part, rather than contenting himself with complete reliance on the bare evidence of fee simple title."** (emphasis added) Id. 196-196.

D. Well and Septic Permits

Petitioner's allegation that approval of the well and septic system on Tract A permits him to construct a dwelling is contrary to the fundamental authority given to the Zoning Commissioner and the CBA under the Baltimore County Charter and state law. Most developers realize well and septic approval is not zoning approval. Mr. Kellman acknowledged this in his testimony. Development regulations such as well and septic requirements, do not supersede zoning regulations. BCC 26-180 states:

> **" In addition to compliance with these development regulations, all development shall comply with all other applicable laws, rules, or regulations of the county. All other laws, rules, or regulations of the county affecting development are not superseded by these development regulations unless specifically so provided herein. . ."**

Under Annotated Code of Maryland, Article 25A, Sec. 5(U), it is the County Board of Appeals, not DEPRM or Public Works, who is authorized to rule on zoning matters. Also, the Zoning Commissioner is charged with deciding special exceptions and special hearings, subject to *de novo* appeal to the CBA (Balto. County Charter, 603, Hill v. Baltimore County, 86 Md. 642 (1991)).

Even in the Contract here, well and septic approval are separate contingencies from the zoning approval contingency for the proposed use.

E. Cher-Chris Is An Experienced Developer

Here we have a long time contractor and developer, who grew up in the business previously owned by the father, who founded Cher-Chris in 1970. Mike Aiello has been in the home constriction business for 18 years. The company maintains its office on York Road in Cockeysville, evidence of its ties to Baltimore County. Mike Aiello has used engineers and attorneys on many other projects in Baltimore County, so he had professionals he could call on.

Even Mr. Kellman admitted he was working on Cher-Chris projects in Baltimore County at the time the Contract here was signed. Mr. Kellman has never disputed that development of Tract A is subject to zoning approval and the hearing process. He would undoubtedly advised Cher-Chris accordingly. Surprisingly, Petitioners did not file the Petition for Special for 9 months after settlement. He did not hire a lawyer until the appeal to the CBA. Mr. Alderman did not even attend the hearing before the Deputy Zoning Commissioner and requested a postponement of the July, 2003 hearing before the CBA.

F. Dr. Raymond Knowles' Admonitions to Cher-Chris

Messrs. Aiellos dismissed out of hand Dr. Knowles' admonitions. Dr. Knowles testified as soon as he heard of plans for a dwelling on Tract A, he went to the Cher Chris office on York Road on February 8, 2002, three weeks before the settlement. He intended to advise the Buyer of potential problems with constructing a house on Tract A. In response, Messrs. Aiellos were hostile, belligerent, and threatening to Dr. Knowles – a clear indication they approached this purchase recklessly, apparently intending to proceed to settlement at any cost.

G. Covenants

The 1992 Covenants executed by the prior owners, Shanks, offer little support for Petitioner. Paragraph 24 refers only to possible "development" of Tract A. BCC 26-168(p) defines "development" as ***"improvement for any purpose involving building. . ."***. It refers to agricultural uses as well as residences. As Mr. Dillon explained, "development" could be a shed or a run-in for farm animals, or a "crusher" for a winery, the very agricultural uses Mr. Shank indicated to Dr. Knowles and others as possible for Tract. A. The term development as used here does not support the density required for a dwelling. But accessory building for an agricultural use require no density, and would not violate the Plan, which clearly meant residential density.

"Q. Mr. Dillon, could development also include agricultural uses?

A. Yes, it could.

Q. So, when the Covenants refer to development, it could have been for an agricultural use?

A. It could have been for, yes, a number of agricultural uses. . . .

Q. So, there was no reason to look at those Covenants and think it only meant a residential structure, is there, when they refer to the word, development? . .

A. No. . . . It could have been a winery, . . . and have a crusher . . ."
(T. 165-66).

Moreover, regardless of the language in the Covenants, BCZR 600 requires the CBA to apply the greater restrictions in BCZR over an alleged right to develop in the Covenants. ***"Where these regulations (BCZR) impose a greater restriction on the use of . . . land. . .than are imposed by . . . any private agreement, these regulations shall control. . ."*** In other words, as Mr. Jack Dillon explained in his testimony, a property owner cannot circumvent zoning requirements with the execution of private Covenants. Private parties cannot create density by agreement when it is prohibited by law.

In summary, no facts presented at the hearing support Petitioner's position. Zoning relief is not available for any self-created hardship.

VI. PETITIONER'S EXPERT WITNESS FAILED TO ESTABLISH AUTHORITY UNDER R.C. 7

Mr. Mitch Kellman was offered as Petitioner's expert in zoning and planning. His work experience in these areas began with his employment by Baltimore County in 1988. His expertise is compromised in this case because he did not work in zoning and planning in any capacity in 1981 when the original Final Development Plan was approved. Clearly, he is not familiar with the practices of the County in 1981 and prior years, particularly the manner in

which density was designated or reserved on a Plan, and the use of the term "tract" compared to "lot."

On cross-examination, Mr. Kellman admitted he was unfamiliar with the definition of "lot" in the 1978 Baltimore County Code ("BCC"), although he admitted it applies to development plans approved in 1981. (See PC Exhibit # 3).

The 1978 BCC defines ***"lot"*** as ***"A portion of a subdivision, or other parcel of land intended for building development, whether immediate or future."*** (emphasis added). This is important because any portion of a site intended to be reserved for future development would have been designated as a "lot" in 1981. On the contrary, the word "tract" has a different connotation. Mr. Dillon explained that the use of "tract" in the 1978 Code referred to open space. (See 1978 BCC 22-56). The FDP here, as well as the facts, exemplify the different meaning of the terms. Tract A remained unimproved for 20 years, even though Lots 4 & 5 were improved in the early 1990's while the site was zoned R.C. 5, and Lots 2 & 3 were improved even after the site was rezoned to R.C. 7. The down-zoning did not disturb the density on lots "intended for building development" and vested. Tract A was not designated as a "lot" and was never intended for development.

It is not uncommon to limit development to certain portions of a site. Zoning and development regulations do not guarantee that every area within a site can be developed.

The Court of Appeals (C.A.), in Annapolis v. Waterman, 357 Md. 484 (2000), referred to Supreme Court cases which reject the argument that such limits on development are an unconstitutional taking of property:

> **"Many zoning ordinances place limits on the property owner's rights to make profitable use of some segments of his property. A requirement that a building occupy no more than a specified percentage of the lot on which it is located could be characterized as a taking of the vacant area . . . Similarly, under petitioners' theory**

one could always argue that a setback ordinance requiring that no structure be built within a certain distance from the property line constitutes a taking because the footage represents a distinct segment of the property for takings law purposes." Id. 1023 (citations omitted).

Mr. Kellman is also deficient in his experience with the R.C. 7 zone. He testified he was not employed with Baltimore County Government for periods in 1998, 1999 and 2000 when the R.C. 7 legislation was drafted and enacted. If he was employed for any period during those years, he explained his duties were limited to a review of the Zoning Commissioner's Policy Manual. Mr. Kellman's experience with the R.C. 7zone is limited to projects for his employer, the long-standing engineers for property owners and developers. Even so, Mr. Kellman did not elaborate the number or nature of his projects in the R.C. 7 zone. One can only assume his working knowledge and practical experience with development in the R.C. 7 zone are minimal.

This is evident by Mr. Kellman's obvious misreading and misinterpretation of BCZR 1A08.3 C.: ***"Notwithstanding any provision of this section or any other county law or regulation to the contrary, if a property to which the zoning classification R.C. 7 is applied had a development plan filed, accepted and pending for approval as of January 19, 200, the development plan shall be reviewed based on the zoning classification applicable to the property at the time the development plan was filed."*** (emphasis added). Clearly, this section is easily recognizable as a "grandfather" provision for development plans in the pipeline at the time the R.C. 7 zone became effective. The Plan in the instant case was approved January, 1981 and is certainly not "pending for approval." There is no ambiguity in this provision, which clearly is limited to those plans in transition for sites rezoned to R.C. 7. This provision allows those limited number of plans to proceed in the approval process under the zone in place when they were filed. It does not apply to a FDP approved in 1981. For Mr. Kellman to suggest that this exception permits the Petitioner to somehow claim density under the prior R.C. 5 zone on the site is simply

ludicrous. It demonstrates the absurdity of Petitioner's argument, the inability to construe statutes and the statutory scheme and their proverbial "grasping at straws." Their purpose is to create confusion by taking statutes out of context and trying to slide by on a literal reading, totally devoid of common sense and legal principles. The CBA should not succumb to such shenanigans. Rather, the CBA should recognize it as a serious challenge to the credibility of the expert's testimony in general.

VII. THE SPECIAL HEARING PETITION MUST BE DENIED TO UPHOLD THE INTEGRITY OF THE SUBDIVISION PROCESS AND THE FINAL DEVELOPMENT PLAN

The restrictive language on the FDP for Tract A cannot be easily dismissed or set aside as Petitioner suggests. Approval of an FDP, with all the conditions and restrictions, is tantamount to a legal decision. Furthermore, approval with conditions and restrictions is part and parcel of the all-important subdivision and planning process. It is an effective tool for the municipalities. For these reasons material amendments that increase density are not appropriate and must be denied. Therefore, even if the relief here is not denied as a matter of law under the R.C. 7 zone, it should be denied because it undermines the FDP and subdivision process in Baltimore County. Case law explains these principles which Baltimore County codified in the development plan amendment process in the zoning regulations.

Subdivision controls are enacted to **"protect the community from the financial loss which may result from imperfect development."** Richmarr v. American PCS, 117 Md.App.607, 645 (1997). The Court referred to the zoning treatise, Rathkopf, *The Law of Zoning and Planning*, Volume 4A. Ch 71 Sec.2 (4th ed. 1979):

> **"Planning enabling acts and the requirements for plat approval are based upon the realization that homes are no longer generally constructed one at a time for individual owners, resulting in a gradual development which can be controlled by zoning ordinances and local health, building,**

plumbing, and electrical codes alone. Vacant lots suitable for single homes in already developed communities have all but disappeared. The great increases in population and the unprecedented demand for homes has necessarily resulted in opening up undeveloped land in outlying areas, and the development thereof by large numbers of homes which may be said to be built all at one time. Where such development takes place without restriction other than zoning restrictions, it is the developer who designs the community in respect to the number, length, width, condition, and location of streets. The developer also determines where the newly arrived inhabitants of the community shall reside, without consideration of the necessity for, or existence of, schools, fire protection, parks, playgrounds, and other public facilities. If subdivisions develop too rapidly, or before the community is ready for the added burdens which an increased population imposes, and without adequate control, the result too often is the creation of deteriorating neighborhoods which create a blight upon the community and a drain upon the municipal purse. [Id. at 71-6 - 7.]

In the recent Court of Appeals case, Waterman, *supra*, the developer claimed certain conditions imposed by the City on subdivision approval amounted to an unconstitutional taking. The City required the developer to set aside land for open space for a development proposed in three phases. During the first phase, the developer agreed to set aside required recreational open space in the subsequent phases, in addition to the open space required for the subsequent phases. No specific portion of the site was marked for open space until the final phase. At the final phase, the developer attempted to create an open space "easement" across the lots of the proposed dwellings. The City objected and claimed the easement effectively reduced each such lot below the minimum lot size.

The City agency conditioned approval on one lot remaining unimproved and subject to the recreational open space requirement. The developer claimed these conditions prohibited any other use for the lot and created an unconstitutional taking. The Court of Appeals upheld the conditions. In its decision the Court of Appeals discussed the authority of municipalities to enact and enforce subdivision controls.

In his opinion at page 494-495, Judge Cathell recognized that the appropriate agencies are authorized **"to review the plans for proposed subdivisions for compliance with the subdivision requirements (and compliance with separate zoning requirements). In that review process, in addition to insuring compliance planning commissions attempt to encourage developers to accept design features deemed appropriate for each respective subdivision. During that process, appropriate conditions may be incorporated into a subdivision approval."** (emphasis supplied).

Judge Cathell also noted at page 498-99 that **"the primary purpose of subdivision regulation is integration of a new development into an existing community . . . that a new development will "fit in" with the existing community character. . ."**

Here, the Petitioner's claims of financial hardship or loss of profit will not trump controls and conditions imposed by zoning and planning agencies. In City of Baltimore v. Borinsky, 239 Md. 233, 212 A2d. 508 (1965) the landowner requested an exception for a commercial building on a residentially zoned site. The landowner argued the topography of the land limited the residential uses to about one-half of the site, thus reducing value and profit. The Court o f Appeals denied the request because a portion of the site could be developed with residential row homes and further held **"that mere financial hardship or an opportunity to obtain an increased return from the property is not sufficient to show the zoning action** [denial of exception] **is illegal."** Id. 517.

Moreover, as successor owner, Cher-Chris is bound by the limitations and conditions on the 1981 FDP. In Prince George's County v. Collington, 358 Md. 296, 307 (2000), the Court of Appeals rejected the position of a successor owner that it is not bound by limitations it did not author:

> **"We have held, however, that present owners are bound by the use restrictions acquiesced in by their predecessors in interest."**

Here, the Plan was approved with Tract A designated "not for building purposes." Clearly, it was a condition required before the FDP would be approved. When asked about the language, Mr. Kellman admitted, **"The purpose would be if something – if there was a problem with the lot . . . because it can't be labeled as a building lot."** (T. 19-20). Since Mr. Kellman did not know the specific problem, he cannot argue now that the problem no longer exists.

VIII. TRACT A HAS NO DENSITY UNDER THE R.C. 7 ZONE

Mr. Kellman was adamant that the applicable zone on the site is R.C. 5, (See p. _ above), which allows sufficient density for a dwelling on Tract A. Then, he does a turnabout and claims the R.C. 7 zone, and specifically BCZR 1A08.6 B.4, applies to Tract A permitting a single dwelling. Both arguments fail. BCZR 1A08.6 B.4 states:

> **"Minimum development allowance. Any lot or parcel of land lawfully existing on the effective date of Bill 74-2000 may be developed with a single dwelling."**

This section is comparable to BCZR 304 relief for undersized lots in the D.R. zone, BCZR 1A03.4B.4. in the R.C. 4 zone, BCZR 1A07.8.B. 4. in the R.C. 6 zone, for example. These sections provide hardship relief for the property owner for a single isolated lot or parcel not part of a residential Plan or Subdivision. It allows for a residential use on an undeveloped site that would otherwise have no residential density under the new zone.

These circumstances do not apply to the instant case. Tract A is part of an approved subdivision and final development plan. It is not a solo undersized lot. The previous owners agreed it should remain open space. There was no hardship because the 29 acre tract was approved for residential development, and was actually developed according to the Plan. But for

the 1981 FDP, 29 acres in R.C. 7 would permit only 1 dwelling. The property has the benefit of development under a Plan approved in the R.C. 5 zone. BCZR 1A07.8.B. 4. is not intended as an escape from the terms of an FDP or as a density "multiplier."

IX. STATUTORY CONSTRUCTION

Petitioner's reliance on BCZR 1A08.6 B.4. is an egregious failure by Petitioner and its proponents to adhere to the rules of statutory construction.

The goal of statutory construction is to discern legislative purpose through review of language, history, and context. It comprises all relevant parts or sections of the legislation. It may involve pertinent canons of statutory construction.

In Kaczorowski v. Baltimore, 309 Md. 505, 513-16 (1987), the Court stated that legislation " **. . . usually has some objective, goal, or purpose. It seeks to remedy some evil, to advance some interest, to attain some end."** Judge Adkins wrote:

> **"Moreover, despite Kaczorowski's pleas that we examine the trees so closely that we do not see the forest, the plain-meaning rule does not force us to read legislative provisions in rote fashion and in isolation. What we are engaged in is the divination of legislative purpose or goal . . The 'meaning of the plainest language' is controlled by the context in which it appears."**

Judge Adkins referred to Justice Holmes' concept that **"the general purpose is a more important aid than any rule which grammar or formal logic may lay down."** *Ibid.* He gave examples where legislative history was critical to proper interpretation.

> **"The purpose, in short, determined in light of the statute's context, is the key. And that purpose becomes the context within which we apply the plain-meaning rule. Thus 'results that are unreasonable, illogical or inconsistent with common sense should be avoided . . . with the real legislative intention prevailing over the intention indicated by the literal meaning. '"** 309 Md. at 516.

The intent is discernible when the applicable statute is viewed in light of other ordinances:

"The provisions of a [zoning] Ordinance must be considered as an entirety . . ." Smith v. Miller 239 A2d. 900, 903 (1968).

Another Court of Appeals decision is in accord:

"The statutory language is not read in isolation, but 'inlight of the full context in which [it]appear[s], and in light of external manifestations of intent or general purpose available through other evidence." Stanford v. Maryland Police Training, 346 Md. 374, 380 (1977).

X. THE ENTIRE SITE IS AT ISSUE

Petitioner ignores other key provisions in BCZR that require referral to the zoning history of the site. As Mr. Dillon stated in his testimony, such provisions protect the developer from future changes in the law, and protect homeowners who rely on an approved plan. BCZR 1B01.3A.7 B.2 is clear:

> **"Effect. No subdivision of a tract or a portion of a tract may be created . . . unless the final subdivision plat . . . contains a summary showing the total number of . . . density units allowed for the entire tract under the applicable [R.C.] Zones. . . It is the intent . . . to prohibit subdivision or resubdivision of portions of a tract . . . to exceed the total number of . . . density units allowed under the applicable [R.C.] Zones (s) for the entire tract."** (emphasis added).

In both the Waterman case and Marathon Builders, Inc. v. Polinger, 283 A2d. 617, 263 Md. 410, the Court of Appeals makes it abundantly clear that when relief is requested on a portion of a site, the **entire site** under the Plan is at issue. A portion of the site cannot be considered in isolation separate and apart from the remainder under the FDP. Nor is the relief reviewed piecemeal or in a vacuum apart from the entire site. Zoning regulations are applied and interpreted *vis a vis* the entire acreage in the Plan.

In the instant case, Petitioner's claim that the R.C. 7 zone under BCZR 1A08.6 B.1 permits a dwelling unit on Tract A, ignores the fundamental principles of Waterman and Marathon and the principles of statutory construction.

On the other hand, Mr. Dillon's opinion is on target:

> **"Q. When the RC-7 refers to a parcel or lot, are they referring to a parcel or lot in a Final Development Plan, in your opinion?**
>
> **A. Not in my opinion. I think they are talking about an independent parcel or lot that was previous undeveloped.**
>
> **Q. So, is it your opinion that any parcel or lot out there in Baltimore County that is zoned RC-7 has to refer back, at least – at first to the Final Development Plan?**
>
> **A. To see if there was a Final Development Plan in the beginning, yes.**
>
> **Q. The Final Development Plan would –**
>
> **A. Would Prevail." (T. 133-34).**

Moreover, the CBA must not be seduced by the general tone of Petitioner's case that the zoning regulations impose an undeserved hardship. The 29 acre site benefits from Plan approval under a previous zoning designation and allowed Cher-Chris to construct dwellings on Lots 2&3.

The community association agrees the current zone applies and prohibits additional density on the site. ***Mr. George McCeney*** testified on behalf of ***Sparks-Glencoe Community Association***. The community association believes development of Tract A undermines the spirit and intent of the R.C. 7 zone. The Association is concerned that if relief is granted to Cher-Chris, other property owners and developers will sabotage approved Plans and the R.C. 7 zone in their quest for more density in long-established neighborhoods in the Sparks-Glencoe community. Mr. McCeney believes the spirit of the R.C. 7 zone should be paramount in the interpretation of the regulations, rather than accommodation and reward of developers' profits with strained, unorthodox zoning decisions. The Association also points out the infrastructure, services, and ambiance of the north County support less density, not more, thus the rezoning to R.C.7.

Additionally, the Master Plan supports this policy. (See P.C. Exh. # 9). Zoning decisions should be in accord to support this direction for development in the north County.

XI. PETITIONER FAILED TO COMPLY WITH THE SPECIAL EXCEPTION STANDARDS REQUIRED TO AMEND A FDP

BCZR 1B01.3A.7 which provides for amendment of a development plan, contemplates minor amendments that (i) are consistent with the spirit and intent of the Plan, (ii) that satisfy the special exception standards of BCZR 502.1, including that spirit and intent of the zone and the zoning regulations and (iii) give the other property owners in the development the opportunity to be heard on the proposal at a public hearing. It is not intended to make radical changes to an improved plan, such as an increase in density beyond what was intended and approved in the FDP, to the detriment of the other homeowners and in contravention of the zoning and regulations.

While we maintain the CBA need not reach the merits of the special exception standards because the special hearing relief must be denied as a matter of law, the Petitioner failed to provide evidence to satisfy BCZR 502.1 (Special Exception) and BCZR 1B01.3 A.7 (Amendment of Development Plans). The Regulations establish strict standards to amend a FDP after homeowners have purchased in the development. To freely grant amendments is to defraud purchasers with a type of "bait and switch." The homeowners rely on the FDP as the blueprint for the development. It is unfair to require them to defend against amendments by a subsequent developer/purchaser that adversely affect the value of their investment and the enjoyment of their property. A **20%** increase in density in a 4 or 5 lot subdivision is a momentous amendment.

Additionally, the proposed dwelling here is totally out-of–sync with the layout and development under the approved FDP, and contrary to acceptable design standards. Mostly likely a dwelling was prohibited on Tract A in 1981 for significant reasons raised by County officials,

and agreed to by the owners in order to obtain approval. It is unlikely the owners would have acquiesced to such a restriction unless approval was at stake. There is no evidence to show a material change on the site from 1981. Petitioner produced no evidence to rebut the presumption. In fact, Mr. Kellman admitted he did not know the reasons to prohibit a dwelling on Tract A. Without stating the reasons for the prohibition against building in 1981, Petitioner cannot demonstrate a material change in circumstances required to amend the Plan. Nor can the CBA speculate without concrete evidence. No County official testified for Petitioner to explain the reason for the restriction on Tract A and the concomitant change in circumstances to support Petitioner's amendment.

In Whittle v. Board of Zoning Appeals of Baltimore County, 128 A.2d. 41, 46 (1956), Judge Brune writing for the Court of Appeals explained:

> **"The general rule . . . seems to be that a zoning appeals board may consider and act upon a new application for a special permit previously denied, but that it may properly grant such a permit only if there has been a substantial change in conditions. . . This rule seems to rest not strictly on the doctrine of *res judicata,* but upon the proposition that it would be arbitrary for the board to arrive at opposite conclusions on substantially the same state of facts and the same law."**

The Whittle Court denied the application and determined that increased population of the area, decreased opposition or support of neighbors, and additional conditions for the permit to not meet the change in circumstances standard.

On the contrary, the neighbors provided ample testimony to uphold the prohibition. The negative effect on the enjoyment of their property and their concern that the value would be adversely affected are important considerations.

In Futoryan v. Mayor and City Council of Baltimore, 150 Md. 157, 819 A.2d 1074 (2003), the property owner applied for a special exception for an automobile repair service. The

use was denied by the Zoning Board, and affirmed by the Circuit Court, and the CSA. Judge Moylan reviewed Anderson v. Sawyer, 23 Md. App. 612 (1974) on the duties of the Board:

> **" . . . *The duties given the Board are to judge whether the neighboring properties in the general neighborhood would be adversely affected*, and whether the use the particular case is in harmony with the general purpose and intent of the plan." [comprehensive zoning plan] (citations omitted). Id. 1082.**

The layout on the 1981 Plan conforms to acceptable design standards. Tract A provides a buffer between the rural Corbett Road and the dwellings, preserving the scenic view required by the Master Plan.

The 4 building sites on the ridge, accessed by a single road cut on Corbett Road and a panhandle driveway for use by the 4 proposed dwellings, is a sensible, attractive, and appropriate design for the rural area. The location of the well and lack of access onto the panhandle, indicates the house will be closest to Dr. Knowles' and the Serios' houses. A house in front of these lots, facing Corbett Road, so that the rear of the proposed house faces the front of the existing lots on the ridge is irregular, at best and grossly unattractive.

Mr. Dillon testified that the design standards for panhandles do not allow for front of houses facing the rears of other houses proposed for the development. He stated the general principles would apply whether in the D.R. or R.C. zones. Mr. Dillon testified the layout proposed in the original Plan meets design standards:

> **" . . . When designing panhandles, this is a good design, whether rural or urban . . ."**
>
> **Q. So, you believe in incompatibility if the front of the house faces the rear of a house?**
>
> **A. Yes, I think that is incompatible, yes."** (T. 141).

Mr. Dillon maintained on cross-examination there is an effort by the Planning office to avoid front racing the rear, even in the rural areas.

Mr. Dillon also explained the Petition for Special Hearing fails to satisfy the required special exception standards under BCZR 502.1. He discussed each applicable standard as did the neighbors.

Dr. Knowles, Mr. Serio, and Mr. Andrews described the traffic hazards on the narrow, curvy Corbett Road and that an additional automobiles for another lot and the necessary road cut to accommodate a dwelling on Tract A would exacerbate the condition. Mr. Dillon agreed and pointed out the existing long-standing driveways across from Tract A on Corbett Road and the poor visibility around the curves. Mr. Dillon described Corbett Road as a **"giant S curve" "at a fairly steep rate there."** (T. 131).

The pictures submitted by Mr. Dillon illustrate the rural ambiance, the difference in elevation between the ridge home and Tract A and the curves and slopes of Corbett Road.

Mr. Dillon explained the proposal is in conflict with BCZR 502.1 (A). It is detrimental to the ***general welfare*** because it conflicts with the density permitted in the R.C. 7 zone. Another road cut jeopardizes the ***safety of the locality***. (B) (C) Additional traffic on a 30ft two-lane rural road with dips and curves and poor sight distance, used by the nearby school on Corbett Road, would ***create congestion . . . and a potential hazard.*** (G) Adding a dwelling to a 29 acre R.C. 7 site that is improved with 5 dwellings is ***inconsistent with the property's zoning classification and inconsistent with the spirit and intent of these Zoning Regulations.*** Mr. Dillon explained again there is no density available under the current zone and no density was "carried forward" on the FDP. (T.133). Mr. Dillon also explained a dwelling on Tract A would conflict with the principles and policies of the Scenic Route designation of Corbett Road under the Master Plan. (PC Exh. # 9, T. 136-38). (For these reasons, Mr. Dillon maintained on cross-examination that even under the R.C. 5 zone, the amendment contradicts the spirit and intent of the FDP and

should be denied. Even so, the site has been rezoned, effectively prohibiting as a matter of law any amendment to support illegal density).

Dr. Knowles and Mr. Serio also explained the proposal conflicted with the current zone and the spirit and intent of the R.C. 7 zone as to density.

XII. THE SPECIAL HEARING CONFLICTS WITH THE SPIRIT AND INTENT OF THE PLAN UNDER BCZR 1B01.3 A.7 B. 3.

The residents' reliance on the Plan is protected by the Regulations. The purpose of development plans is stated in BCZR 1B01.3:

"To provide for the disclosure of development plans to prospective residents and to protect those who have made decisions based on such plans from inappropriate changes therein;"

The FDP also supports the residents and clearly intends to preclude construction on Tract A:

1) Tract A was labeled "not for building purposes."

2) The area was called a "tract," differentiating it from the areas designated for residential dwellings.

3) Lots 2-5 proposed for development were each designated as a numbered "lot."

4) Lot 1 was already improved with a dwelling and farm buildings at the time the Plan was approved.

5) The "Density Table" lists 5 density units (Lots1-5) requested, reserved, and approved. Lots 2-5 each contains a building envelope for a dwelling; there is no building envelope for Tract A, meaning no dwelling was contemplated, proposed or reserved.

6) Lot 1 is some distance away from Lots 2-5 and had an existing road cut on Corbett Road; a panhandle driveway and a single road cut for Lots 2-5 were provided. No road cut or driveway (panhandle or otherwise) is shown for Tract A, meaning no dwelling was contemplated, proposed or reserved.

XIII. CONCLUSION

In summary the position of People's Counsel and the Protestants is supported by Marathon, *supra* on the following key points: (i) The Court of Appeals required referral to the original development plan to determine if the current proposal complies with the Plan's terms and conditions; (ii) Density is a factor and controls development even after the approval of a Development Plan; (iii) The entire site included in the development plan, not just the portion that is the subject of the proposed development, is in play; the proposal must be viewed in the context of the original Plan; (iv) The integrity of the zoning laws cannot be circumvented or ignored because the site has been sold - subsequent purchasers are subject to the conditions and restrictions of the Plan and are held to a high standard of due diligence; (v) The municipalities and its zoning and planning agencies must apply and enforce the law – they cannot distort or circumvent zoning regulations to rectify possible wrongdoing between private parties.

For all the reasons stated above, the County Board of Appeals should deny the Petition for Special Hearing.

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 2nd day of February, 2004, a copy of the foregoing People's Counsel for Baltimore County's Memorandum was mailed to Howard L. Alderman, Jr., Esquire, Levin & Gann, P.A., 502 Washington Avenue, 8th Floor, Towson, MD 21204, Attorney for Petitioners.

CAROLE S DEMILIO
Deputy People's Counsel for Baltimore County

RE:	PETITION FOR SPECIAL HEARING Nside Corbett Rd, 1680 ft E C/line Chesterfield Court (1100 Corbett Road) 8th Election & 3rd Councilmanic Districts Legal Owner(s): Michael Aiello, VP, Cher-Chris Construction, LLC Petitioner(s)	*	BEFORE THE COUNTY BOARD OF APPEALS FOR BALTIMORE COUNTY **Case No. 03-264-SPH**

* * * * * * * * * * * * *

PEOPLE'S COUNSEL'S FOR BALTIMORE COUNTY'S MEMORANDUM

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RECEIVED
FEB 0 2 2004
BALTIMORE COUNTY
BOARD OF APPEALS

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Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 1100 Corbett Road

which is presently zoned RC7

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

the amendment of the final development plan (FDP) to change Tract "A" to a building lot.

Property is to be posted and advertised as prescribed by the zoning regulations.
I, or we, agree to pay expenses of above Special Hearing, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

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

Contract Purchaser/Lessee:

Name - Type or Print

Signature

Address Telephone No.

City State Zip Code

Attorney For Petitioner:

Name - Type or Print

Signature

Company

Address Telephone No.

City State Zip Code

Legal Owner(s):

Cher-Chris Construction Co., Inc.
Name - Type or Print

Michael S. Aiello, V.P.
Signature

Name - Type or Print

Signature

10517 York Road 410-666-3042
Address Telephone No.

Cockeysville, Maryland 21030
City State Zip Code

Representative to be Contacted:

Mitch Kellman, DMW Inc.
Name

200 East Pennsylvania Ave/410-296-3333
Address Telephone No.

Towson, Maryland 21286
City State Zip Code

Case No. 03-264-SPH

REV 9/15/98

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING _____

UNAVAILABLE FOR HEARING _____

Reviewed By SDT Date 12.02.02

Description to Accompany

Petition for Special Hearing

3.056 Acre Parcel

Northwest Side of Corbett Road

Easterly of Chesterfield Court

Eighth Election District, Baltimore County, Maryland

DMW

ıft•McCune•Walker, Inc.

00 East Pennsylvania Avenue
Towson, Maryland 21286
http://www.dmw.com
410 296 3333
Fax 410 296 4705

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

Beginning for the same at the end of the two following courses and distances measured from the intersection of the centerline of Corbett Road with the centerline of Chesterfield Court, (1) Easterly, along the centerline of Corbett Road, 1680 feet, more or less, and thence (2) Northeasterly 35 feet, more or less, to the northwest side of Corbett Road and the point of beginning, thence leaving the point of beginning and said road and running for the three following courses and distances, viz: (1) North 41 degrees 45 minutes East 178.76 feet, thence (2) North 69 degrees 13 minutes 19 seconds East 475.74 feet, and thence (3) South 20 degrees 10 minutes 29 seconds East 220.00 feet to the northwest side of Corbett Road, thence binding thereon, the two following courses and distances, viz: (4) South 63 degree 00 minutes 40 seconds West 285.38 feet, thence (4) Northwesterly by a line curving to the right with a radius of 364.94 feet, for a distance of 407.79 feet (the arc of said curve being subtended by a chord bearing North 84 degrees 58 minutes 38 seconds West 386.91 feet) to the point of beginning; containing 3.056 acres of land, more or less.

03-264-SPH

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

November 1, 2002

Project No. 02014 (L02014)

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: #03-264-SPH
1100 Corbett Road
N/side of Corbett Road 1,680 feet east of centerline of Chesterfield Court
8th Election District
3rd Councilmanic District
Legal Owner(s): Cher-Chris Construction Co., Michael S. Aiello, V.P.
Special Hearing to permit a Final Development Plan (FDP) to change tract "A" to a building lot.
Hearing: Wednesday, February 5, 2003 at 9:00 a.m. in Room 106, County Office Building, 111 W. Chesapeake Avenue.

LAWRENCE E. SCHMIDT
Zoning Commissioner for Baltimore County
NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Contact the Zoning Commissioner's Office at (410) 887-4386.
(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.
JT 1/720 Jan 21 C583671

CERTIFICATE OF PUBLICATION

1/24/, 2003

THIS IS TO CERTIFY, that the annexed advertisement was published in the following weekly newspaper published in Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 1/21/,2003.

- [X] The Jeffersonian
- [ ] Arbutus Times
- [ ] Catonsville Times
- [ ] Towson Times
- [ ] Owings Mills Times
- [ ] NE Booster/Reporter
- [ ] North County News

S. Wilkinson

LEGAL ADVERTISING

CHER-CHRIS CONSTRUCTION CO., INC.
10517 YORK ROAD
COCKEYSVILLE, MD 21030

MERCANTILE-SAFE DEPOSIT
& TRUST COMPANY
BALTIMORE, MD 21203-0324
7-61/520

18153

2/26/2002

PAY TO THE ORDER OF Lauenstein & Gephardt $**456,968.09

Four Hundred Fifty-Six Thousand Nine Hundred Sixty-Eight and 09/100********** DOLLARS

Lauenstein & Gephardt
Attorneys at Law
809 Eastern Boulevard
Essex, Maryland 21221

CHER-CHRIS CONSTRUCTION CO., INC.

MEMO purchase of 1038.1040,1100 corbet road

⑈018153⑈ ⑆052000618⑆ ⑈6352693⑈

CHER-CHRIS CONSTRUCTION CO., INC.

18153

Lauenstein & Gephardt		2/26/2002	
02/26/02	Bill #		456,968.09

Cash- Checking	purchase of 1038.1040,1100 corbet road	456,968.09

CHER-CHRIS CONSTRUCTION CO., INC.

18153

Lauenstein & Gephardt		2/26/2002	
02/26/02	Bill #		456,968.09

bill Smith
1038 Corbet
1100 Corbet

PAYMENT
RECEIVED

Cash- Checking	purchase of 1038.1040,1100 corbet road	456,968.09

CHER-CHRIS CONSTRUCTION CO., INC.
10517 YORK ROAD
COCKEYSVILLE, MD 21030

MERCANTILE-SAFE DEPOSIT
& TRUST COMPANY
BALTIMORE, MD 21203-0324
7-61/520

17773

11/21/2001

PAY TO THE ORDER OF Long & Foster Realtors $ **25,000.00

Twenty-Five Thousand and 00/100********** DOLLARS

Long & Foster Realtors

MEMO LOt #2, Lot#3 & TRack A-1100

CHER-CHRIS CONSTRUCTION CO., INC.

MP

⑈017773⑈ ⑆052000618⑆ ⑈6352693⑈

© 1994 - 2000 INTUIT INC. # 872 1-800-433-8810

CHER-CHRIS CONSTRUCTION CO., INC.

17773

Long & Foster Realtors 11/13/01	Bill #Lot #2/#3/A	11/21/2001	25,000.00
Cash- Checking	LOt #2, Lot#3 & TRack A-1100		25,000.00

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

5-103

No. 20141

DATE 12-02-02 ACCOUNT R-001-000-6150

AMOUNT $ 250.00

RECEIVED FROM: Special Hearing To Howard

FOR: Resnick & Rawlings Prop

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

03-264-SPH Attached

PAID RECEIPT

BUSINESS	ACTUAL	TIME
12/03/2002	12/02/2002	15:17:52

REG VS04 WALKIN DIAL DMD DRAWER 2
>>RECEIPT # 204800 12/03/2002 OFLN
Dept 5 528 ZONING VERIFICATION
CR NO. 020141
Recpt Tot $250.00
250.00 CK .00 CA
Baltimore County, Maryland

CASHIER'S VALIDATION

CERTIFICATE OF POSTING

RE: Case No.: 03-264-SPH

Petitioner/Developer: CHER-CHRIS CONSTRUCTION CO. MICHAEL S. AIELLO

Date of Hearing/Closing: 2/5/03

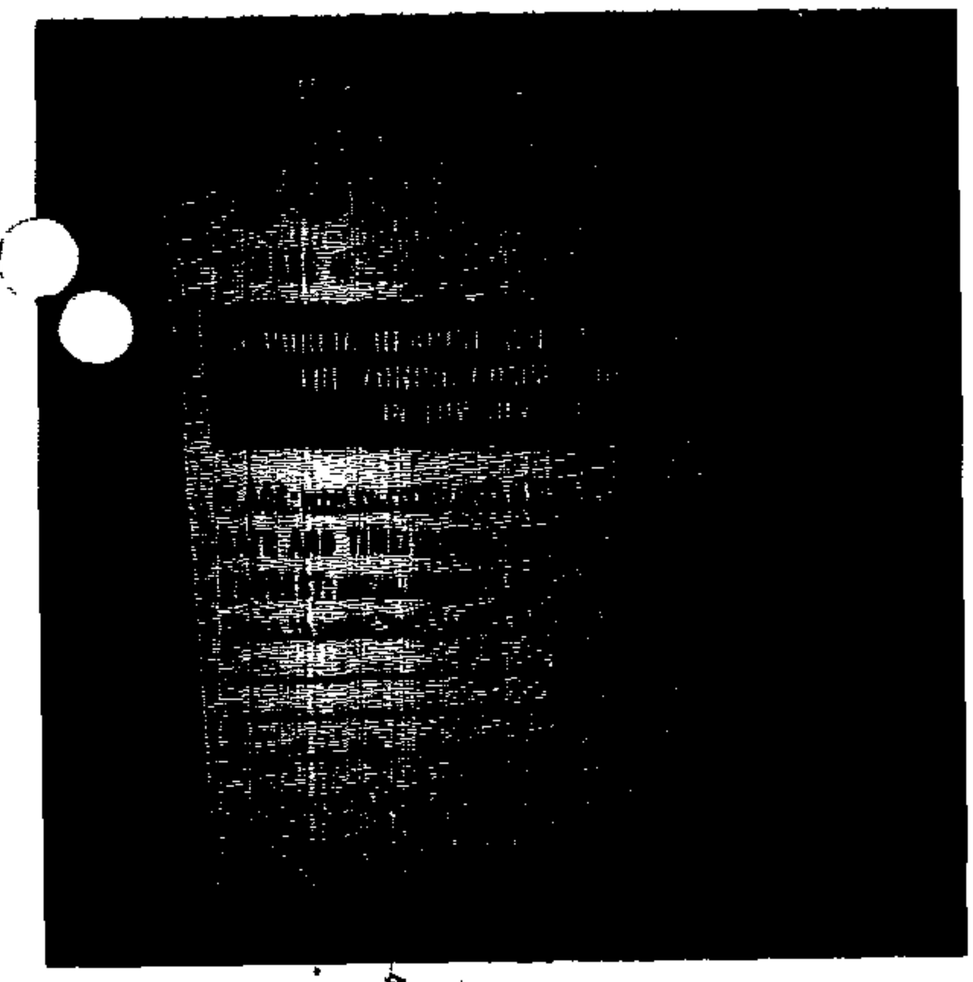
Baltimore County Department of
Permits and Development Management
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, MD 21204

Attention: Ms. Gwendolyn Stephens

Ladies and Gentlemen:

This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at 1100 CORBETT Rd

The sign(s) were posted on 1/20/03
(Month, Day, Year)



Sincerely,

1/20/03
(Signature of Sign Poster and Date)

SSG ROBERT BLACK
(Printed Name)

1508 Leslie Rd
(Address)

Dundalk, Maryland 21222
(City, State, Zip Code)

(410) 282-7940
(Telephone Number)

Baltimore County
Department of Permits and
Development Management

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

December 23, 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: 03-264-SPH
1100 Corbett Road
N/side of Corbett Road 1,680 feet east of centerline of Chesterfield Court
8th Election District – 3rd Councilmanic District
Legal Owner: Cher-Chris Construction Co., Michael S. Aiello, V. P.

Special Hearing to permit a Final Development Plan (FDP) to change tract "A" to a building lot.

Hearings: Wednesday, February 5, 2003 at 9:00 a.m. in Room 106, County Office Building, 111 W. Chesapeake Avenue

Arnold Jablon
Director

AJ:rlh

C: Cher-Chris Construction Co., Inc., Michael S. Aiello, V. P., 10517 York Road, Cockeysville 21030
DMW, Mitch Kellman, 200 E. Pennsylvania Ave., Towson 21286

NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY TUESDAY, JANUARY 21, 2003.**
(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.

Printed with Soybean Ink
on Recycled Paper

TO: PATUXENT PUBLISHING COMPANY
Tuesday, January 21, 2003 Issue - Jeffersonian

Please forward billing to:
Mitch Kellman, DMW 410-296-3333
200 E. Pennsylvania Ave.
Towson, MD 21286

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: 03-264-SPH
1100 Corbett Road
N/side of Corbett Road 1,680 feet east of centerline of Chesterfield Court
8th Election District – 3rd Councilmanic District
Legal Owner: Cher-Chris Construction Co., Michael S. Aiello, V. P.

Special Hearing to permit a Final Development Plan (FDP) to change tract "A" to a building lot.

Hearings: Wednesday, February 5, 2003 at 9:00 a.m. in Room 106, County Office Building, 111 W. Chesapeake Avenue

Lawrence E. Schmidt

LAWRENCE E. SCHMIDT
ZONING COMMISSIONER FOR BALTIMORE COUNTY

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

DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT
ZONING REVIEW

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

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

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

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

For Newspaper Advertising:

Item Number or Case Number: 03-264-SPH-(AMEND).

Petitioner: CHER CITRUS CONSTRUCTION CO.

Address or Location: 1100 CORBETT RD.

PLEASE FORWARD ADVERTISING BILL TO:

Name: Mitch Kellman, DMW. Inc

Address: 200 East Pennsylvania Avenue

Towson, Maryland 21286

Telephone Number: 410-296-3333

Revised 2/20/98 - SCJ

03-264-SPH - 16

Drafted 12/18/03

Cher - Chris

Petitioners Exhibits

Ex. 1 - Mitch Kellman Resume'
Ex. 2 - Modified Plan of the Plat
Ex. 3 - Letters + Memos (8 pages)
Ex. 4 - BCZR 1A08.6 b4
Ex. 5 - BCZR 1A08.3 c
Ex. 6 - Plat, at original sale to Cher - Chris
Ex. 7 - HUD Statement for all 3 lots (2 pages)
Ex. 8 - Restrictions + covenants (6 pages)
Ex. 9 - Assessment Record
Ex. 10 - Well test (3 pages)
Ex. 11 A-E Pictures of Houses on developed lots

Pet. Ex 1

DMW
Daft·McCune·Walker, Inc.

200 East Pennsylvania Avenue
Towson, Maryland 21204
Phone 410 296 3333
Fax 410 296 4705
mkellman@dmw.com

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

Mitchell J. Kellman

Zoning Expert

Mr. Kellman has over 11 years of experience working in zoning administration and subdivision regulation for the public sector; all of those years were with the Baltimore County Zoning Office. His responsibilities included approval and signatory powers on behalf of the Director of Final Development Plans and Record Plats. He represented the Zoning Office on the County Development Review Committee, a body reviewing the procedural compliance of all development submissions. Review of petitions filed for zoning hearing approvals were within his authority. Mitch also met with professionals and the public on development project matters and made determinations regarding developments and their compliance with county regulations.

Significant Projects

Waterview
Baltimore County, Maryland

Hopewell Pointe
Baltimore County, Maryland

GBMC
Baltimore County, Maryland

Sheppard and Enoch Pratt Hospital
Baltimore County, Maryland

Charlestown Retirement Community
Baltimore County, Maryland

Oakcrest Village Retirement Community
Baltimore County, Maryland

Goucher College
Baltimore County, Maryland

Notre Dame Preparatory School
Baltimore County, Maryland

Professional Background

Daft-McCune-Walker, Inc.
Towson, Maryland
2000 - Present

Baltimore County Office of Permits and Development Management - Development Control
1988 - 2000

Education

B.A. Towson University
Geography and Environmental Planning - Urban Planning
1983

Masters Degree Towson University
Geography and Environmental Planning - Urban Planning Concentration
1987

Associations

Gama Theta Epsilon (International Graphic Honor Society)

American Planning Association

Baltimore County
Department of Permits and
Development Management

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

January 31, 2003

Michael S. Alello, VP
Cher-Chris Construction Co. Inc.
10517 York Road
Cockeysville, MD 21030

Dear Mr. Alello:

RE: 03-264 Case Number 1100 Corbett Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on 12/2/02.

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.
Supervisor, Zoning Review

WCR:rjc

Enclosures

c: Mitch Kellman, DMW Inc. 200 East Pennsylvania Avenue Towson, MD 21286
People's Counsel

Printed with Soybean Ink
on Recycled Paper

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO: Arnold Jablon

FROM: R. Bruce Seeley RBS ITEM

DATE: January 27, 2003

SUBJECT: Zoning Item 264
Address 1100 Corbett Road

Zoning Advisory Committee Meeting of: December 23, 2002

This property appears to have been designated as a tract at the time of rezoning to RC-7. The RC-7 Zone permits development of tracts.

Reviewer: Wally Lippincott Date: January 23, 2003

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

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

DATE: January 27, 2003

FROM: Robert W. Bowling, Supervisor
Bureau of Development Plans
Review

SUBJECT: Zoning Advisory Committee Meeting
For December 30, 2002
Item Nos. 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, and 290

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

RWB:CEN:jrb

cc: File

ZAC-12-30-2002-NO COMMENT ITEMS-ALL-01272003

Baltimore County Government
Fire Department

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

(410) 887-4500

December 31, 2002

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

ATTENTION: George Zahner

Distribution Meeting of December 23, 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:

257-290

264

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

cc: File

Printed on Recycled Paper

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: December 30, 2002

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

SUBJECT: 1100 Corbett Road

INFORMATION:

Item Number: 03-264

Petitioner: Cher-Chris Construction Co., Inc.

Zoning: RC 7

Requested Action: Special Hearing

SUMMARY OF RECOMMENDATIONS:

The Office of Planning does not oppose the petitioner's request provided the proposed structure conforms with the RC 7 minimum setback requirements, and the maximum building envelope area required in the RC 7 zone is provided.

Prepared by: Mark A Cunyh

Section Chief: Lyllian Gilbert

AFK/LL:MAC:

Parris N. Glendening
Governor
Kathleen Kennedy Townsend
Lt. Governor

Maryland Department of Planning

Roy W. Kienitz
Secretary
Mary Abrams
Deputy Secretary

December 27, 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, 12/30/02 re: case numbers 03-257-A, 03-258-SPHA, 03-259-SPHA, 03-260-A, 03-261-A, 03-262-A, 03-263-A, 03-264-SPH, 03-265-A, 03-266-XA, 03-267-A, 03-268-A, 03-270-A, 03-271-A, 03-272-A, 03-273-A, 03-274-A, 03-275-A, 03-276-A, 03-277-XA, 03-278-SPH, 03-279-A, 03-280-A, 03-281-SPHA, 03-282-A, 03-283-SPHA, 03-284-A, 03-285-A, 03-286-A, 03-287-A, 03-288-A, 03-289-A, 03-290-A

Dear Mr. Zahner:

The Maryland Department of Planning has received the above-referenced information on 12/26/02. The information has been submitted to Mr. Mike Nortrup.

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

Sincerely,

James R. Gatto
Manager
Metropolitan Planning
Local Planning Assistance Unit

cc: Mike Nortrup

RECEIVED
DEPT. OF PERMITS AND
DEVELOPMENT MANAGEMENT

Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor

John D. Porcari
Secretary

Parker F. Williams
Administrator

Date: 12·30·02

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

RE: Baltimore County
Item No. 264 JRA

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,

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

My telephone number is _____

Baltimore County
Fire Department

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

December 19, 2002

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

ATTENTION: George Zahner

Distribution Meeting of 12/23/02

Property Owner:

Location:

Item No.:

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:

264

242-249, 251-269

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

cc: File

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

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1A08.5 Scenic views. To protect the scenic views or, when necessary pursuant to 1A08.4, to mitigate the disturbance of scenic views, the Director of Planning may require that one or both of the following be clearly designated on the final record plat with appropriate notations:

A. Areas where disturbance of natural vegetation is prohibited; or

B. Areas where revegetation of landscaping is required.

1A08.6 Development area and standards.

A. Maximum height. No structure with a height greater than 35 feet is permitted, except as otherwise provided under Section 300.

B. Area regulations.

1. Maximum lot density. A tract may be developed in an R.C.7 Zone at a maximum density of 0.04 lot per acre of gross tract area (an average of 1 lot per 25 acres). No lot lying within an R.C.7 Zone and having a gross area of less than 50 acres may be subdivided. Any lot having a gross area of 50 acres or more may be subdivided at the rate of one lot for each 25 acres of gross area. In cases where single ownership is crossed by existing or proposed roads, rights-of-way or easements, the portions of land on either side of the road, right-of-way or easement may not be considered separate parcels for the purpose of calculating the number of lots of record.

2. Lot area. The area of any residential lot in a major or minor subdivision must not be less than one acre.

3. Building envelope. For residential development, the maximum area of the building envelope on any residential lot other than a farm is 20,000 square feet, and no single dwelling, inclusive of a garage or accessory building, shall have a building footprint that exceeds 5,000 square feet. The placement of the building envelope is determined on the basis of:

a. The goals for the zone; and

b. The minimum setbacks for the zone.

4. Minimum development allowance. Any lot or parcel of land lawfully existing on the effective date of Bill 74-2000 may be developed with a single dwelling.

5. Setbacks.

a. Any principal building constructed in an R.C.7 Zone must be situated at least:

(1) 35 feet from the right-of-way of public or private interior streets;

(2) 80 feet from any principal building; and

(3) 50 feet from the rear lot line.

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Pet. Ex 4

promotional events such as wine tasting or public gatherings associated with the winery are permitted within any limits set through the special exception process.

14. Wireless telecommunication towers, subject to Section 426.

C. Notwithstanding any provision of this section or any other county law or regulation to the contrary, if a property to which the zoning classification R.C.7 is applied had a development plan filed, accepted and pending for approval as of January 19, 2000, the development plan shall be reviewed based on the zoning classification applicable to the property at the time the development plan was filed.

D. Application of zone. The R.C.7 may not be applied to lands currently zoned R.C.2.

E. Prior zoning. If a property was zoned so that churches and other buildings for religious worship were permitted by right prior to being zoned as R.C.7, churches and other buildings for religious worship are permitted by right on that property.

1A08.4 Plans and permits. All development must be in accordance with this section and the standards and guidelines for "rural preservation" and "scenic views" adopted pursuant to this section, and published as part of the Comprehensive Manual of Development Policies.

A. Before the approval of any concept plan, development plan, limited exemption, special exception plan or variance, the Director of Planning or the Director's designee must certify in a written finding that the plan, exemption or variance is consistent with the spirit and intent of these regulations. To support the finding, the Director may require information such as building elevations, building cross-sections or viewshed analyses pursuant to Section 26-203(D)(22) of the Baltimore County Code. The Director must certify that any deviation from this section or the standards and guidelines cited above was necessary to:

1. Meet another standard or guideline;

2. Comply with environmental regulations or otherwise protect resources; or

3. Achieve the best possible site design based on the goals in Section 1A08.1.B.

B. Before the issuance of any building permit, the Director of Planning or the Director's designee must certify that the proposed development is in conformance with a plan approved pursuant to these regulations.

C. A finding pursuant to this section may be appealed to the Baltimore County Board of Appeals within 30 days of the date of the finding by any person aggrieved by the finding.

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CORBETT ROAD

LOT 1
19.505Ac±

LOT 2
1.80Ac±
#1038

LOT 3
1.34Ac±
#1040

TRACT "A"
8.08Ac±
#1100

LOT
1.38Ac±
#1036

LOT
1.38Ac±
#1034

Highland Wooding Division Parcel
0.492Ac±
(Lot 1)

Highland Wooding Division Parcel
0.904Ac±
(Lot 2 & 3 Tract "A")

Parcel "A"

Lot 4

Lot 3

Lot 2

Lot 1

Corbett Road

Building Depth
Lot

CHECK DATA
A R A closed
Lot 1 19.510 sq.ft. 0.00 S41°02'-0.2 10.00'
Lot 2 1.7841 sq.ft. 10.01 S00°00'-0.2" 10.01'
Lot 3 1.7841 sq.ft. 10.02 S00°-10'-0.2" 10.02'

WILLIAM SATTLER
L. 3 F. 135
#22

EMK. JR. 48 FOLIO 72

Filed for record
Date NOV 13 1981
Time

Clerk

NOTE: SOIL PERCOLATION TESTS WILL BE VALID FOR A PERIOD OF THREE YEARS FROM THE DATE THE RECORD PLAT IS SIGNED BY THE BALTIMORE COUNTY DEPUTY STATE AND COUNTY HEALTH OFFICER. AT THE EXPIRATION OF THIS PERIOD NEW TESTS MAY BE REQUIRED

All requirements of the Maryland State Department of Health and Mental Hygiene, County Department of Health, or Bureau of Environmental Services systems must be complied with prior to approval of building applications.

DENSITY TABLE
Minimum Density Lot 4
Gross Area 29.99 Ac±
No. Lots Shown 5
No. Lots Permitted by Density 6

OWNER
Marilynn B. Besnick
& T. Douglass Rollings
1138 Corbett Road
Monkton, Md. 21111

DEVELOPER
Gerhold, Cross & Etzel

Highland's Department of Public Works
Approved this 24th day of August 1981 for Location
Board Engineer — Date 8/24/81

Approved for Baltimore County Health Dept
Deputy State & County Health Officer — Date 8/24/81

Approved for Baltimore County Planning Bd.
Director — Date

NOTES:

1) Streets, public roads as shown hereon and the interests thereof as deeds, are for the purpose of dedication only and the same are not intended to be dedicated to public use, the fee simple title to the beds thereof is expressly reserved in the grantor of the deed to which this plat is attached, their heirs and assigns.

2) Flood, flowage, slope, drainage and utility easements shown hereon are reserved until the developer has completed for dedication to Balto Co., MD. the developer, its successors and assigns shall convey said areas of deed to Baltimore County, Maryland at no cost

3) For resubdivision lots, Bonds Collection, Snow Removal and Road Maintenance are provided to the junction of the first resubdivision lot and street east of which lots only and not the remainder lot beyond.

4) Coordinate shown hereon are based on the assumed datum.

5-6) Special Note Required by Baltimore County
"The Record Plat may not be Released by Baltimore County until five years from the recording date. See Baltimore County Bill #47-79 (Council Bill #37)"

OWNER'S CERTIFICATE

The undersigned owner(s) of the land shown hereon hereby certify that to the best of his/their/our knowledge, the boundaries of said subdivision (or) are shown on the final property profile of the annexation case of Maryland, and said plat conforms with information as shown thereon, the variance of this plat and the setting of markers.

SURVEYOR'S CERTIFICATE

I, John F. Etzel, a registered professional land surveyor of the State of Maryland do hereby certify that the land shown hereon has been laid out and the plat thereof prepared in accordance with the regulations of the Land Records to the satisfaction of Land Survey for Hours Bill #47, Council of this date of the said surveyor facts hereinafter recited.

John F. Etzel — Dec. 13, 1980

SCALE 1"=100' — DECEMBER 13, 1980

Gerhold, Cross & Etzel
Reg. Professional Land Surveyors
412 Delaware Avenue
Towson, Maryland 21204
301-823-4470

PROPERTY OF
MARILYNN B. BESNICK
& T. DOUGLASS ROLLINGS

8th Election District - Baltimore County - Maryland

Deed Ref: E.H.K.Jr. 4620 - 361 (Besnick) Lot 2, 3, 4 and Parcel "A"
E.H.K.Jr. 4620 - 089 (Rollings) Lot 1

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6

MSA CSU 2136-6132 — 4.2.22

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.	635272	None	None

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Cher Chris Construction Company, Inc. AS TO LOND + 1100 CORBETT 1038 TO CHRISTOPHER RIELLO	Andrew G. Shank Barbara N. Shank 1138 Corbett Road Monkton, MD 21111	None

G. Property Location	H. Settlement Agent	I. Settlement Date
1038, 1040 & 1100 Corbett Road Monkton, MD 21111	Lauenstein & Gephardt Place of Settlement: 809 Eastern Boulevard, Baltimore, MD 21221	2/26/02

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	450,000.00	401. Contract sales price	450,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	31,964.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes 2/26/02 to 6/30/02	4.09	407. County taxes 2/26/02 to 6/30/02	4.09
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	481,968.09	420. GROSS AMOUNT DUE TO SELLER	450,004.09
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money	25,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	15,508.66
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan Allfirst Bank	140486.23
205.		505. Payoff of second mortgage loan Eastern	75,000.00
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	25,000.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	230994.89
300. CASH AT SETTLEMENT FOR OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	481,968.09	601. Gross amount due to seller (line 420)	450004.09
302. Less amounts paid by/for borrower (line 220)	25,000.00	602. Less reduction amount due seller (line 520)	230994.89
303. CASH FROM BORROWER	456,968.09	603. CASH TO SELLER	219,009.20

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SUBSTITUTE 1099-S

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.
You are required by law to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Andrew G. Shank
Seller — Taxpayer Identification Number

Barbara N. Shank
Seller — Taxpayer Identification Number

U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SETTLEMENT STATEMENT

PAGE 2

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
L.	SETTLEMENT CHARGES:		
700.	TOTAL SALES/BROKER'S COMMISSION based on price $ 15,000.00 ~~xxxxxx~~ flat fee		
	Division of commission (line 700) as follows:		
701.	$ 15,000.00 to Long & Foster		15,000.00
702.	$ to		
703.	~~Commission paid at Settlement~~ Administrative fee to Long & Foster		195.00
704.			
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN		
801.	Loan Origination Fee %		
802.	Loan Discount %		
803.	Appraisal Fee to		
804.	Credit Report to		
805.	Lender's Inspection Fee to		
806.	Mortgage Insurance Application Fee to		
807.	Assumption Fee to		
808.			
809.			
810.			
811.			
900.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901.	Interest from to @$ /day		
902.	Mortgage Insurance Premium for to		
903.	Hazard Insurance Premium for yrs. to		
904.			
905.			
1000.	RESERVES DEPOSITED WITH LENDER FOR		
1001.	Hazard Insurance mo. @ $ /mo.		
1002.	Mortgage Insurance mo. @ $ /mo.		9 months
1003.	City property taxes mo. @ $ /mo.		
1004.	County property taxes mo. @ $ /mo.		
1005.	Annual assessments mo. @ $ /mo.		
1006.	mo. @ $ /mo.		
1007.	mo. @ $ /mo.		
1008.	mo. @ $ /mo.		
1100.	TITLE CHARGES		
1101.	Settlement or closing fee to		
1102.	Abstract or title search to Richard Mitchell		300.00
1103.	Title examination to Lauenstein & Gephardt		550.00
1104.	Title insurance binder to		
1105.	Document preparation to Lauenstein & Gephardt		150.00
1106.	Notary fees to Lauenstein & Gephardt		10.00
1107.	Attorney's fees to		
	(includes above items No:)		
1108.	Title insurance to Security Title Ins. Co/Lauenstein		1,475.00
	(includes above items No:)		
1109.	Lender's coverage $		
1110.	Owner's coverage $ 450,000.00		
1111.	Baltimore County, MD - lien certificate		180.00
1112.	Judgment reports		24.00
1113.			
1200.	GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201.	Recording fees: Deed $ 25.00 ; Mortgage $; Releases $ 100	25.00	100.00
1202.	City/county tax/stamps: Deed $ 6750.00 ; Mortgage $	6,750.00	
1203.	State tax/stamps: Deed $ 2250.00 ; Mortgage $	2,250.00	
1204.	Recordation stamps	2,250.00	
1205.	Agritcultural transfer tax	18,000.00	
1300.	ADDITIONAL SETTLEMENT CHARGES		
1301.	Survey to		
1302.	Pest inspection to		
1303.	Real property taxes		23.66
1304.	Obtaining mortgage releases		150.00
1305.	Federal Express/courier		40.00
1400.	TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)	31,964.00	15,508.66

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

Andrew G. Shank
Barbara D. Shank
Sellers

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Settlement Agent

2/26/07
Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

REV. HUD-1 (3/86)

(1)

C\RC/F 36.0
CC INP 2.0

"CORBETT MEADOW"

SM CLERK 28.0
#10041 COO1 ROZ TOD
06/02

RESTRICTIONS

THIS DECLARATION, made this 28th day of May, in the year One thousand nine hundred and ninety-Two, by ANDREW G. and BARBARA N. SHANK, hereinafter referred to as "Developer."

WHEREAS, Developer is the owner, in fee simple, of that tract of land situate in the Eighth Election District of Baltimore County, State of Maryland, as shown on a Plat entitled "Property of Marilyn B. Resnick and T. Douglas Rollings, designated as Lots 2, 3, 4, 5 and Tract A as recorded among the Land Records of Baltimore County, Maryland in Plat Book 48, Folio 70, and known as Nos. 1038, 1040, 1036, 1034 and 1100 Corbett Road" and hereinafter referred to as "CORBETT MEADOW"; and

WHEREAS, Developer, for the purpose of creating and maintaining a general scheme of development, desires that the above mentioned tract of land be subject to the covenants, conditions, restrictions and reservations hereinafter set forth, has developed and improved said tract of land by causing it to be subdivided into lots with driveways laid out, as shown on said Plat.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That Developer for himself, his personal representatives and assigns, in consideration of the mutual benefits to be derived by himself, his personal representatives and assigns, and the purchasers of lots in said development, hereby impose upon the aforesaid tract of land hereinabove referred to, the following covenants, conditions, restrictions and reservations, to wit:

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
SIGNATURE AF DATE 6-2-92

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
Baltimore County
AF 6-2-92
Date
By

ALL-STATE LEGAL®
PETITIONER'S EXHIBIT
8

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY MARYLAND
Per [signature]
Authorized Signature
Date 6-2-92 Sec. 33-138 Do

"CORBETT MEADOWS"
PROTECTIVE COVENANTS

(1) The land included in this tract shall be used for private residential purposes only, and no dwelling shall be commenced, erected, altered, placed, or permitted to remain on any lot other than one detached dwelling not to exceed two and one-half stories in height, each dwelling being designed for occupancy by a single family, and a private garage.

(2) Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. In addition thereto, Baltimore Gas and Electric Company shall have the right to place upon the Lots, at such locations as it may deem necessary, electric transformers and transformer pads.

(3) No building, fence, wall, hedge, or other structure shall be commenced, erected, placed or altered in structure, or color, on any lot until the plans and specifications and including color scheme and a grading plan showing the location of the structure have been approved in writing by the Developer or his personal representatives and assigns. The Developer or his personal representatives and assigns shall have the right to disapprove grading and location plans which are not suitable or desirable, in his opinion, for esthetics or other reasons such as the suitability of the proposed building or structure and the materials, of which it is built, to the site upon which it is proposed and the harmony thereof with surrounding properties. In no event shall a two story structure contain less than 2600 square feet of living area of which at least 1300 square feet be on the first floor; in no event shall a one and one-half story structure contain less than 2400 square feet of living area of which at least 1400 square feet shall be on the first floor; in no event shall a one-story structure contain less than 2000 square feet of living area. Garages and basements shall not be construed as living area. Basement area shall be considered any area which has one or more exterior walls three feet below the finished grade. In the event of the failure of the purchaser or purchasers of lots in Corbett Meadow to obtain the required written approval of plans, specifications and grading studies as established in this paragraph, said purchasers hereby agree, together with all other remedies of Developer, to reimburse the Developer or his personal representative and assigns for all costs and expenses to which he may be put as a result of said failure including, but not limited to Court costs, and Attorney's fees.

The plans and specifications must be acted upon by the Developer or Committee within fifteen (15) days after complete submission. Failure to do so will deem the plans and specifications automatically approved.

(4) The approval thus considered shall not amount to an approval of the location of the structure on the lot in violation of any of the restrictions set forth in this Declaration, or in violation of any law, rule or regulation of Baltimore County or State of Maryland zoning, building or health agencies.

In no event and in no manner whatsoever shall any approval of any plans and/or specifications by Developer, his personal representatives or assigns be construed to make him liable or responsible in any manner to anyone if said plans or specifications or location or grading plans violate any building code, law or regulations of Baltimore County or State of Maryland, or of any of their agencies, for it shall be the exclusive responsibility of the owners of the respective lots and/or of the builder of the structure thereon to make certain that said plans and specifications do not violate said building codes, laws and regulations.

(5) No trailer, boats or other large equipment may be maintained on any lot any time unless properly housed in an appropriate storage shed, which has been approved by the Developer, as to appearance and location on the lot prior to erection of same. No outbuildings of any sort will be permitted except by prior written approval of the Developer. No structures, basements or garage may be used as a residence, either temporarily or permanently and all dwellings shall be completed in every exterior detail within twelve (12) months from the date of beginning such construction.

(6) Developer further reserves unto himself, his personal representatives and assigns, the right to grant an easement, right-of-way, license or licenses to any persons, individuals, body corporate or municipality to install and maintain pipe lines and power lines, with appurtenances necessary thereto, for public utilities or quasi public utilities, or to grant such other license or permits as may be deemed necessary for the improvement of said development in, over, through, upon and across any and all of the streets, and in, over, through, upon and across each an every lot in the easement areas shown on the plat aforesaid, and further, Developer reserves unto himself, his personal representative and assigns, drainage, easements as shown on the aforesaid Plat. Developer further reserves unto himself, his personal representatives and assigns, the right to dedicate any an all of said roads.

(7) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. Before, as well as after, construction of a dwelling the owner shall maintain the lot in a reasonable manner such as mowing, removing fallen branches, trees and other debris of any kind or same any be accomplished by Developer at buyer's expense.

(8) No live poultry, hogs, cattle or other livestock shall be kept on any lot*except a maximum of two dogs and two cats are permitted provided they are properly housed on the property. Where any improvements are commenced or dwelling complete this provision shall be subject to paragraph 24 hereafter.

(9) No signs of any kind shall be placed or displayed on any unimproved lots advertising lots are for sale except "For Sale" signs of Developer or his agents. Construction signs of a Builder will be permitted.

*without the prior written consent of the Developer

Should the Developer, his personal representatives or assigns, refuse to act or fail to appoint a committee, then the majority of the owners of records of the fee simple and leasehold property (excluding mortgagees and owners of reversionary interests) shall have the rights and power, by written instrument recorded among the Land Records of Baltimore County, to appoint a Committee of three (3) persons to approve or disapprove said plans and specifications, and to set forth in said written instrument the duties and authority of said committee and the manner in which it shall act and how members of said committee can be changed.

(19) Subject to the provisions of Paragraph 17 hereof, any and all of the rights and powers (including discretionary powers and rights) herein reserved by or conferred upon Developer amy be assigned or transferred by him, his personal representatives or assigns to any one or more corporations or associations agreeing to accept the same, provided that such assignment or transfer be evidenced by an appropriate written instrument recorded among the Land Records of Baltimore County, and from the time of such recordation only, such assignee or assignees shall have the rights and authority to exercise and perform all the powers and duties reserved by or conferred upon Developer by the Declaration.

(20) Developer further reserves unto himself, his personal representatives and assigns:

(a) The title in fee simple to the beds of all streets or public highways as shown on the aforesaid Plat.

(b) The right, at or after the time of grading any street, or any part thereof, to enter upon any abutting lot and grade the portion of such lot adjacent to such street, without any obligation or duty to so grade or maintain any slope thereon.

(c) Developer reserves the right to adjust lot lines on lots still owned by the Developer. No lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise after acquisition from the Developer.

(d) The right to waive such portion of the protective covenants placed on this development as he deems necessary or desirable in the best interest of the development.

(21) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, and it shall be lawful for any person or persons owning any part of this tract to prosecute such proceedings. Invalidation of any one of these covenants by judgement or Court order shall in no way affect any other provisions which shall remain in full force and effect.

(22) Any failure by any party entitled to enforce any of the covenants, restrictions, conditions, reservations and agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to subsequent thereto.

(23) These covenants are to run with the land and shall be binding on the Developer and all persons claiming by, through or under him for a period of twenty (20) years from the date of recording, after which they shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by more than fifty percent (50%) of the then owners of the lots (not including mortgagees or ground rent owners) has been recorded agreeing to change said covenants in whole or in part.

(24) * Tract "A" shall be maintained as a pasture. The grass is to be cut and maintained in a presentable fashion. No pigs shall be permitted. Any improvements to be made or constructed on said tract shall be made in accordance with these Covenants.

*Until developed by Developer, his successors and assigns,

AS WITNESS my hand and seal the day and year first above written.

WITNESS:

Andrew G. Shank

Barbara N. Shank

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I hereby certify, that on this 28th day of May, 1992, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Andrew G. Shank and Barbara N. Shank, husband and wife, known to me to be the persons who executed the foregoing instrument and they acknowledged that they executed the same for the purposes therein contained and in my presence signed and sealed the same.

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

Notary Public
Michael L. Snyder

My commission expires: 12/1/94

RETURN TO:
COADY & FARLEY
400 Allegheny Avenue
Towson, MD 21204

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

Account Identifier: **District -** 08 **Account Number -** 1900005405

Owner Information

Owner Name:	CHER CHRIS CONSTRUCTION COMPANY INC	**Use:**	RESIDENTIAL
		Principal Residence:	NO
Mailing Address:	10517 YORK RD COCKEYSVILLE MD 21030-2301	**Deed Reference:**	1) /16174/ 747 2)

Location & Structure Information

Premises Address
1100 CORBETT RD

Zoning

Legal Description
3.056 AC TRACT A
1100 CORBETT RD
RESNICK & ROLLINGS PROP

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Group	Plat No:	
28	4	179					A	81	Plat Ref:	48/ 72

Special Tax Areas
Town
Ad Valorem
Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
0000		3.05 AC	04

Stories	Basement	Type	Exterior

Value Information

	Base Value	Value As Of 01/01/2002	Phase-In Assessments As Of 07/01/2003	As Of 07/01/2004
Land:	120,500	144,600		
Improvements:	0	0		
Total:	120,500	144,600	136,566	144,600
Preferential Land:	0	0	0	0

Transfer Information

Seller:	SHANK ANDREW G	**Date:**	03/06/2002	**Price:**	$300,000
Type:	MULT ACCTS ARMS-LENGTH	**Deed1:**	/16174/ 747	**Deed2:**	
Seller:	SHANK ANDREW G	**Date:**	01/24/1989	**Price:**	$84,879
Type:	IMPROVED ARMS-LENGTH	**Deed1:**	/ 8084/ 225	**Deed2:**	
Seller:		**Date:**		**Price:**	
Type:		**Deed1:**		**Deed2:**	

Exemption Information

Partial Exempt Assessments	Class	07/01/2003	07/01/2004
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:

* NONE *

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PETITIONER'S EXHIBIT
9

Baltimore County
Department of Environmental Protection
and Resource Management
Ground Water Management

401 Bosley Avenue, Suite 416
Towson, Maryland 21204
410-887-2762
Fax: 410-887-4804

February 14, 2002

Mr. Mike Zellers
Cher-Chris Construction
10517 York Road
Cockeysville, MD 21030

RE: 1100 Corbett Road, Resnick/Rollings Property, Tract A, D-8

Dear Mr. Zellers,

A representative of this office, Thomas I. Bodrogi, R.S., conducted soil evaluations on January 8, 2002 regarding the above-referenced lot(s).

Based on the evaluations and the master plan dated January 21, 2002, **APPROVAL** will be granted for the installation of a private sewage disposal system. Soil percolation tests will be ***valid for a period of five (5) years from the date of tests, approval letter or record plat, whichever is most recent.*** At the expiration of this period of time, the results will become **VOID** without notice to that effect having been given by the Approving Authority.

It should be noted, there is an area designated on the site plan for the sewage disposal system and expansion thereof. Under no circumstances shall any permanent structures above or below ground, be permitted within this area. Also, no underground electric lines, water pipes, gas lines, etc., shall be permitted in the septic reserve area.

The following are comments that concern persons developing property:

- Where water wells are to be used as a source of water supply, the Baltimore County Code, (Title 35, Article 2, Sec. 35-41), requires that a well meeting the minimum recovery rate of one gallon per minute be drilled prior to issuance of a building permit.

- Water well yield test reports shall be valid for a period of three years from the date of the yield test. At the expiration of that period of time, a retest must be performed and the report submitted to this office prior to issuance of a building permit.

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- In order to subdivide this property, the owner or developer will be required to comply with the subdivision regulations of the State of Maryland and Baltimore County. **PLEASE NOTE**: For subdivisions of 11 or more lots a Water Appropriation Permit application must be submitted for review. This permit must then be issued by the Maryland Department of the Environment, Water Management Administration before final approval of the subdivision. Questions regarding the subdivision process should be directed to Mr. R. Bruce Seeley, R.S., in the Development Coordination Section at 410-887-5859.

Attached is a copy of the original soil evaluation data for the above-referenced lots.

If you have any questions regarding this matter, please contact this office between 8:30 - 9:30 a.m.

Sincerely,

J. Robert Powell, R.S.
Soil Evaluation Program

CHESAPEAKE
BAY PARTNER COMMUNITY

1997 Gold Award Recipient

attachments

J:\PERC LETTERS\2002 PERC LETTERS\Approval Letters\Corbett Rd, 1100, Resnick Rollings Prop.doc

Tract "A" — 1100 Corbett Rd.

FIELD DATA SHEET
BALTIMORE COUNTY WELL YIELD TEST REPORT

APPROVED BY WATER & SEWER DIVISION, ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT
Valid Until _____

Signature & Date _____

Date Test Performed 2-14-02
Well Permit BA- 94-6206 Well Driller/Tester C. Edgar Harr Sons' Corp
Address 1100 Corbett Road Elec. District _____
Subdivision Resnick - Rollings Prop Lot Tract A Block _____ Plat _____ Section _____
Owner & Mailing Address Cher Chris Construction, 10517 York Road,, Cockeysville, MD 21030
Depth of Well 200 Ft. Static Water Level 36'

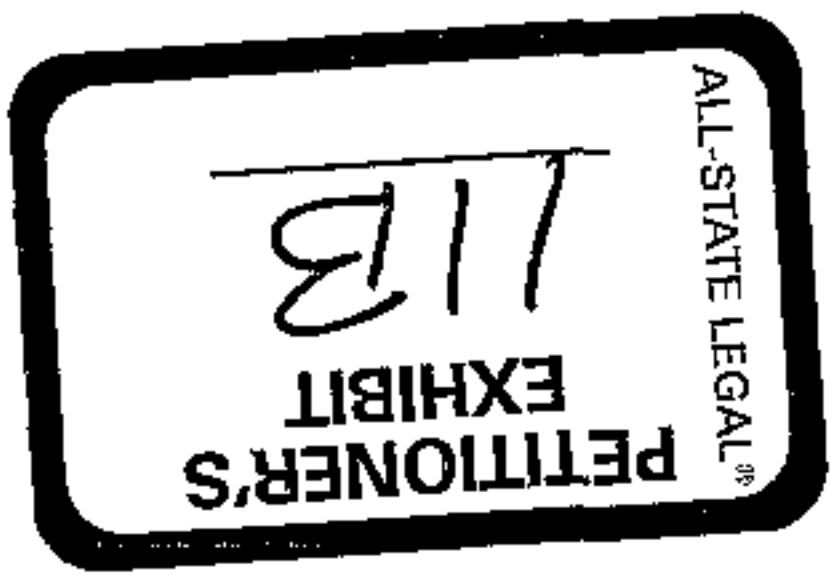
Pump Test Data - Observations to be Recorded Every 15 Minutes
INCLUDING HIGH RATE PUMPING RESERVOIR DRAWDOWN

TIME	WATER LEVEL	PSI (existing pump)	PUMPING RATE time to fill 5gal. bucket	ADDITIONAL DATA	CALCULATED FLOW (gal. per minute)
1200	36'		19		15.78
1215	83'		23		13.04
1230	90'		24		12.50
1245	100'		25		12.00
1300	101'		26		11.53
1315	101'		27		11.11
1330	101'		27		11.11
1345	101'		27		11.11
1400	101'		27		11.11
1415	101'		27		11.11
1430	101'		27		11.11
1445	101'		27		11.11
1500	101'		27		11.11

Petitioners ~~#1~~
#11A-E (5 photos)

03-264-SPH

Cher-Chris



5-27

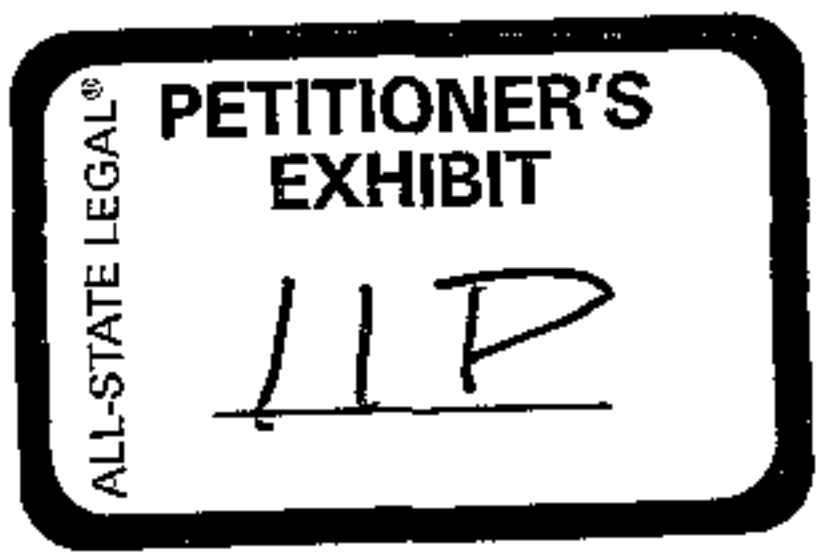

ALL-STATE LEGAL®
PETITIONER'S
EXHIBIT
11P

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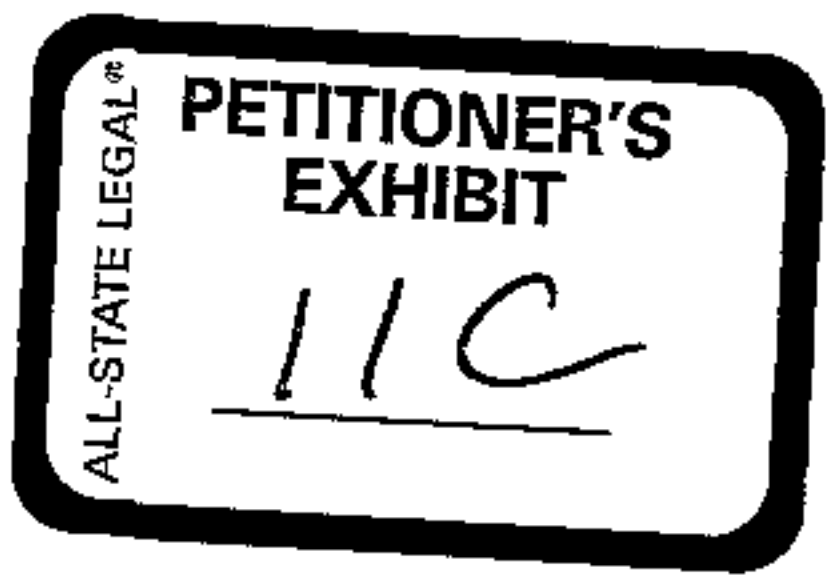
EXHIBIT
115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PETITIONER'S
EXHIBIT
11C

Lot 4

ALL-STATE LEGAL®

PETITIONER'S EXHIBIT

11A

Chen - Chris

Drafted 12/18/03

People's Counsel Evidence

✓ Ex. 1 - Original Plan of the Plat
✓ Ex. 2 - Comprehensive manual of Development policies (2 pages)
Ex. 3 - Balto. Co. Code (3 pages)
✓ Ex. 4 - Contract of Sale (in file)
✓ Ex. 5 - Declaration of Common Driveway Easement (4 pages)
✓ Ex. 6 - Topagraphical Map from Balto. Co.
✓ Ex. 7 - Jack Dillon Resume' (3 pages)
✓ Ex. 8 - Pictures taken by Jack Dillon
✓ Ex. 9 - Master Play 2010 (6 pages)
✓ Ex. 10 - Greater Sparks-Glencoe Community Council Resolution (3)
✓ Ex. 11 - Zoning Map
✓ Ex. 12 - Peoples Counsel's sign in sheet

PC 2

People's Counsel 2

• Baltimore County • Focus on Community •

PART III: COMPREHENSIVE MANUAL OF DEVELOPMENT POLICIES

Adopted by the Baltimore County Planning Board on April 16, 1992
and with Amendments to December 2002

Baltimore County
Department of Permits and
Development Management

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

January 31, 2003

Michael S. Aiello, VP
Cher-Chris Construction Co. Inc.
10517 York Road
Cockeysville, MD 21030

Dear Mr. Aiello:

RE: 03-264 Case Number 1100 Corbett Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on 12/2/02.

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.
Supervisor, Zoning Review

WCR:rjc

Enclosures

c: Mitch Kellman, DMW Inc. 200 East Pennsylvania Avenue Towson, MD 21286
People's Counsel

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on Recycled Paper

Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor

John D. Porcari
Secretary

Parker F. Williams
Administrator

Date: 12·30·02

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

RE: Baltimore County
Item No. 264 JRA

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,

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

My telephone number is _____

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

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

Baltimore County
Fire Department

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

December 19, 2002

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

ATTENTION: George Zahner

Distribution Meeting of 12/23/02

Property Owner:

Location:

Item No.:

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:

264

242-249, 251-269

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

cc: File

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

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on Recycled Paper

Baltimore County Government
Fire Department

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

(410) 887-4500

December 31, 2002

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

ATTENTION: George Zahner

Distribution Meeting of December 23, 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:

257-290

264

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

cc: File

Printed on Recycled Paper

Sirs
2/5

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: December 30, 2002

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

SUBJECT: 1100 Corbett Road

INFORMATION:

Item Number: 03-264

Petitioner: Cher-Chris Construction Co., Inc.

Zoning: RC 7

Requested Action: Special Hearing

SUMMARY OF RECOMMENDATIONS:

The Office of Planning does not oppose the petitioner's request provided the proposed structure conforms with the RC 7 minimum setback requirements, and the maximum building envelope area required in the RC 7 zone is provided.

Prepared by: Marsha A Cumpton

Section Chief: Lynn Lanham

AFK/LL:MAC:

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO: Arnold Jablon

FROM: R. Bruce Seeley RBS 1TGT

DATE: January 27, 2003

SUBJECT: Zoning Item 264
Address 1100 Corbett Road

Zoning Advisory Committee Meeting of: December 23, 2002

This property appears to have been designated as a tract at the time of rezoning to RC-7. The RC-7 Zone permits development of tracts.

Reviewer: Wally Lippincott Date: January 23, 2003

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

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

DATE: *January 27, 2003*

FROM: Robert W. Bowling, Supervisor
Bureau of Development Plans
Review

SUBJECT: Zoning Advisory Committee Meeting
For December 30, 2002
Item Nos. 257, 258, 259, 260, 261, 262,
263, 264, 265, 266, 267, 268, 270, 271,
272, 273, 274, 275, 276, 277, 278, 279,
280, 281, 282, 283, 284, 285, 286, 287,
288, 289, and 290

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

RWB:CEN:jrb

cc: File

ZAC-12-30-2002-NO COMMENT ITEMS-ALL-01272003

Parris N. Glendening
Governor
Kathleen Kennedy Townsend
Lt. Governor

Maryland Department of Planning

Roy W. Kienitz
Secretary
Mary Abrams
Deputy Secretary

December 27, 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, 12/30/02 re: case numbers 03-257-A, 03-258-SPHA, 03-259-SPHA, 03-260-A, 03-261-A, 03-262-A, 03-263-A, 03-264-SPH, 03-265-A, 03-266-XA, 03-267-A, 03-268-A, 03-270-A, 03-271-A, 03-272-A, 03-273-A, 03-274-A, 03-275-A, 03-276-A, 03-277-XA, 03-278-SPH, 03-279-A, 03-280-A, 03-281-SPHA, 03-282-A, 03-283-SPHA, 03-284-A, 03-285-A, 03-286-A, 03-287-A, 03-288-A, 03-289-A, 03-290-A**

Dear Mr. Zahner:

The Maryland Department of Planning has received the above-referenced information on 12/26/02. The information has been submitted to Mr. Mike Nortrup.

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

Sincerely,

Barbara for Jim Gatto

James R. Gatto
Manager
Metropolitan Planning
Local Planning Assistance Unit

cc: Mike Nortrup

RECEIVED
JAN - 2 2003
DEPT. OF PERMITS AND
DEVELOPMENT MANAGEMENT

RE:	PETITION FOR SPECIAL HEARING 1100 Corbett Road; Nside Corrbett Rd 1680ft E C-line Chesterfield Ct 8th Election District 3rd Councilmanic District Legal Owner(s): Michael S. Aiello, VP Cher-Chris Construction,Inc*	*	BEFORE THE ZONING COMMISSIONER FOR BALTIMORE COUNTY 03-264-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
PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio
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 23rd day of December, 2002, a copy of the foregoing Entry of Appearance was mailed to Mitch Kellman, DMW, Inc, 200 E. Pennsylvania Avenue, Towson, MD 21204, Representative for Petitioner(s).

Peter Max Zimmerman
PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Baltimore County
Department of Permits and
Development Management

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

March 10, 2003

Cher-Chris Construction, Inc.
Mr. Michael S. Aiello, V. P.
10517 York Road
Cockeysville, MD 21030

Dear Mr. Aiello:

RE: Case No. 03-264-SPH, 1100 Corbett Road

Please be advised that an appeal of the above-referenced case was filed in this office on March 6, 2003 by Peter M. Zimmerman, People's Counsel of Baltimore County. All materials relative to the case have been forwarded to the Baltimore County Board of Appeals (Board).

If you are the person or party taking the appeal, you should notify other similarly interested parties or persons known to you of the appeal. If you are an attorney of record, it is your responsibility to notify your client.

If you have any questions concerning this matter, please do not hesitate to call the Board at 410-887-3180.

Sincerely,

Arnold Jablon
Director

AJ:rlh

c: Timotny Kotroco, Deputy Zoning Commissioner
Arnold Jablon, Director of PDM
People's Counsel
Mitch Kellman, DMW, Inc., 200 E. Pennsylvania Ave., Towson 21286

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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

CAROLE S. DEMILIO
Deputy People's Counsel

March 6, 2003

Arnold Jablon, Director
Department of Permits and
Development Management
111 W. Chesapeake Avenue
Towson, MD 21204

Hand-delivered

Re: PETITION FOR SPECIAL HEARING
N/S of Corbett Road, 1,680' E c/l of Chesterfield Court
(1100 Corbett Road)
8th Election District; 3rd Council District
Cher-Chris Construction Co., Inc.
by Michael S. Aiello, Vice- President- Petitioner
Case No.: 03-264-SPH

Dear Mr. Jablon:

Please enter an appeal by the People's Counsel for Baltimore County to the County Board of Appeals from the Findings of Fact and Conclusions of Law dated February 19, 2003 by the Baltimore County Deputy Zoning Commissioner in the above-entitled case

Please forward copies of any papers pertinent to the appeal as necessary and appropriate.

Very truly yours,

Pete Max Zimmerman

Peter Max Zimmerman
People's Counsel for Baltimore County

Carole S Demilio/RMW

Carole S. Demilio
Deputy People's Counsel

RECEIVED
MAR 0 6 2003
Per.....

PMZ/rmw

cc: Mitch Kellman, DMV, Inc, 200 E. Pennsylvania Avenue, Towson, MD 21286
Michael S. Aiello, VP Cher-Chris Construction, Inc., 10517 York Rd,
Cockeysville, MD 21030

APPEAL

Petition for Special Hearing
1100 Corbett Road
N/side of Corbett Road, 1,680 feet east of centerline of Chesterfield Court
8th Election District – 3rd Councilmanic District
Cher-Chris Construction Co, Michael Aiello, V. P - Legal Owner
Case No.: 03-264-SPH

Petition for Special Hearing (December 2, 2002)

Zoning Description of Property

Notice of Zoning Hearing (December 23, 2002)

Certification of Publication (January 21, 2003)

Certificate of Posting (posted by SSG Robert Black) on January 20, 2003

Entry of Appearance by People's Counsel (December 23, 2003)

Petitioner(s) Sign-In Sheet
One Sheet

Protestant(s) Sign-In Sheet
None

Citizen(s) Sign-In Sheet
One

Zoning Advisory Committee Comments

Petitioners' Exhibits:

1. 1st Amended Development Plan of property of Marilynn Resnick and T. Douglas Rollings-Plan to accompany Petition for Special Hearing.

Protestants' Exhibits:
None

Miscellaneous (Not Marked as Exhibits):
1. Contract from Long & Foster
2. Checks-Payment Records from Cher-Chris Construction Co.

Deputy Zoning Commissioner's Order (GRANTED – February 19, 2003)

Notice of Appeal received on March 6, 2003 from Peter M. Zimmerman, People's Counsel of Baltimore County

c: People's Counsel of Baltimore County, MS #2010
Timothy Kotroco, Deputy Zoning Commissioner
Arnold Jablon, Director of PDM
Cher-Chris Construction Co., 10517 York Road, Cockeysville 21030

date sent 3/10/03 rlh

County Board of Appeals of Baltimore County

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

Hearing Room – Room 48
Old Courthouse, 400 Washington Avenue

July 3, 2003

NOTICE OF POSTPONEMENT & REASSIGNMENT

CASE #: 03-264-SPH

IN THE MATTER OF: ***Cher-Chris Construction Co. / Michael Aiello, V.P. –Legal Owner***
1100 Corbett Road 8th E; 3rd C

2/19/03 – Order issued by the DZC – Petitioner's request for Special Hearing to amend FDP to change designation of Tract "A" to building lot is GRANTED.

which had been scheduled to be heard on 7/16/03 has been **POSTPONED** at the request of Counsel for Petitioner due to schedule conflict; and, without objection by People's Counsel, has been

REASSIGNED FOR: **THURSDAY, NOVEMBER 6, 2003 at 10:00 a.m.**

NOTICE: **This appeal is an evidentiary hearing; therefore, parties should consider the advisability of retaining an attorney.**

Please refer to the Board's Rules of Practice & Procedure, Appendix C, Baltimore County Code.

IMPORTANT: No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).

If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.

Kathleen C. Bianco
Administrator

c: Appellant : Office of People's Counsel

Counsel for Legal Owner /Petitioner : Howrard L. Alderman, Jr., Equire
Legal Owner /Petitioner : Cher-Chris Construction Co.,
Michael S. Aiello, Vice President

Mitch Kellman /DMW, Inc.

Mr & Mrs Salvatore A. Serio
Joyce T. Serio [added 10/10/03]

Laura Wilke
Raymond E. Knowles, Jr., M.D.
Howard Chambers

Pat Keller, Planning Director
Lawrence E. Schmidt, Zoning Commissioner
Timothy M. Kotroco, Director /PDM

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County Board of Appeals of Baltimore County

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

pp'd to 11/06/03
mg 7 Summe
for Petitioner

Hearing Room – Room 48
Old Courthouse, 400 Washington Avenue

April 24, 2003

NOTICE OF ASSIGNMENT

CASE #: 03-264-SPH

IN THE MATTER OF: ***Cher-Chris Construction Co. / Michael Aiello, V.P. –Legal Owner***
1100 Corbett Road 8th E; 3rd C

2/19/03 – Order issued by the DZC – Petitioner's request for Special Hearing to amend FDP to change designation of Tract "A" to building lot is GRANTED.

ASSIGNED FOR: **WEDNESDAY, JULY 16, 2003 at 10:00 a.m.**

NOTICE: **This appeal is an evidentiary hearing; therefore, parties should consider the advisability of retaining an attorney.**

Please refer to the Board's Rules of Practice & Procedure, Appendix C, Baltimore County Code.

IMPORTANT: No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).

If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.

Kathleen C. Bianco
Administrator

c: Appellant : Office of People's Counsel

Legal Owner /Petitioner : Cher-Chris Construction Co.,
Michael S. Aiello, Vice President

Mitch Kellman /DMW, Inc.

Laura Wilke
Raymond E. Knowles, Jr., M.D.
Howard Chambers

Pat Keller, Planning Director
Lawrence E. Schmidt, Zoning Commissioner
Arnold Jablon, Director /PDM

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County Board of Appeals of Baltimore County

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

February 12, 2004

NOTICE OF POSTPONEMENT AND
REASSIGNMENT OF DELIBERATION

IN THE MATTER OF:
CHER-CHRIS CONSTRUCTION CO.; MICHAEL AIELLO VP - Legal Owner
Case No-03-264-SPH

This deliberation, which was previously assigned for 2/25/04, has been POSTPONED and reassigned due to schedule changes; and has been reassigned for the following date /time:

DATE AND TIME : **THURSDAY, MARCH 4, 2004 at 9:00 a.m.**

LOCATION : **Hearing Room 48, Basement, Old Courthouse**

NOTE: Closing briefs were filed on Monday, February 2, 2004.

Kathleen C. Bianco
Administrator

c: Appellant : Office of People's Counsel

Counsel for Legal Owner /Petitioner : Howard L. Alderman, Jr., Equire
Legal Owner /Petitioner : Cher-Chris Construction Co.,
Michael S. Aiello, Vice President

Mitch Kellman /DMW, Inc.

Laura Wilke

Counsel for Raymond E. Knowles, Jr., MD and Salvatore and Joyce T. Serio : Thomas L. Totten, Esquire
Raymond E. Knowles, Jr., M.D.
Salvatore and Joyce T. Serio

Howard Chambers

Pat Keller, Planning Director
Lawrence E. Schmidt, Zoning Commissioner
Timothy M. Kotroco, Director /PDM

FYI copy: 2-7-3

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County Board of Appeals of Baltimore County

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

December 18, 2003

NOTICE OF DELIBERATION

IN THE MATTER OF:
CHER-CHRIS CONSTRUCTION CO.; MICHAEL AIELLO VP - Legal Owner
Case No-03-264-SPH

Having concluded this matter on 12/11/03, public deliberation has been scheduled for the following date /time:

DATE AND TIME : **WEDNESDAY, FEBRUARY 25, 2004 at 9:30 a.m.**

LOCATION : **Hearing Room 48, Basement, Old Courthouse**

NOTE: Closing briefs are due on Monday, February 2, 2004
(Original and three [3] copies)

Kathleen C. Bianco
Administrator

c: Appellant : Office of People's Counsel

Counsel for Legal Owner /Petitioner : Howard L. Alderman, Jr., Equire
Legal Owner /Petitioner : Cher-Chris Construction Co.,
Michael S. Aiello, Vice President

Mitch Kellman /DMW, Inc.

Laura Wilke

Counsel for Raymond E. Knowles, Jr., MD : Thomas L. Totten, Esquire
and Salvatore and Joyce T. Serio
Raymond E. Knowles, Jr., M.D.
Salvatore and Joyce T. Serio

Howard Chambers

Pat Keller, Planning Director
Lawrence E. Schmidt, Zoning Commissioner
Timothy M. Kotroco, Director /PDM

FYI copy: 2-7-3

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County Board of Appeals of Baltimore County

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

Hearing Room – Room 48

Old Courthouse, 400 Washington Avenue November 10, 2003

NOTICE OF REASSIGNMENT

CASE #: 03-264-SPH

IN THE MATTER OF: ***Cher-Chris Construction Co. / Michael Aiello, V.P. –Legal Owner***
1100 Corbett Road 8th E; 3rd C

2/19/03 – Order issued by the DZC – Petitioner's request for Special Hearing to amend FDP to change designation of Tract "A" to building lot is GRANTED.

which was scheduled to be heard on 11/06/03 has been **REASSIGNED** to the following date and time:

REASSIGNED FOR: **THURSDAY, DECEMBER 11, 2003 at 10:30 a.m.**

NOTICE: **This appeal is an evidentiary hearing; therefore, parties should consider the advisability of retaining an attorney.**

Please refer to the Board's Rules of Practice & Procedure, Appendix C, Baltimore County Code.

IMPORTANT: ***No postponements will be granted without sufficient reasons;*** **said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).**

If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.

Kathleen C. Bianco
Administrator

c: Appellant : Office of People's Counsel

Counsel for Legal Owner /Petitioner : Howard L. Alderman, Jr., Equire
Legal Owner /Petitioner : Cher-Chris Construction Co.,
Michael S. Aiello, Vice President

Mitch Kellman /DMW, Inc.

Laura Wilke

Counsel for Raymond E. Knowles, Jr., MD and Salvatore and Joyce T. Serio : Thomas L. Totten, Esquire
Raymond E. Knowles, Jr., M.D.
Salvatore and Joyce T. Serio

Howard Chambers

Pat Keller, Planning Director
Lawrence E. Schmidt, Zoning Commissioner
Timothy M. Kotroco, Director /PDM

Printed with Soybean Ink on Recycled Paper

Piper Rudnick

6225 Smith Avenue
Baltimore, Maryland 21209-3600
main 410.580 3000 *fax* 410.580 3001

THOMAS L. TOTTEN
thomas.totten@piperrudnick.com
direct 410.580.4276 *fax* 410.580.3276

November 4, 2003

VIA FACSIMILE (410) 887-3182

Kathleen C. Bianco
Administrator
County Board of Appeals of Baltimore County
Old Court House, Room 49
400 Washington Avenue
Towson, Maryland 21204

Re: Case No. 03-264-SPA, In the matter of
Cher-Chris Construction Co./Michael Aiello, VP-legal owner-
1110 Corbett Road

Dear Ms. Bianco:

Please enter my appearance in the above captioned matter on behalf of Raymond E. Knowles, Jr., M.D who resides at 1034 Corbett Road, Monkton, Maryland 21111 and Salvatore and Joyce T. Serio who reside at 1036 Corbett Road, Monkton, Maryland 21111.

Please do not hesitate to contact me if you need further information. Thank you.

Sincerely,

Thomas L. Totten

TLT/cgc
Cc: Raymond E. Knowles, Jr., M.D.
Salvatore and Joyce T. Serio

HOWARD L. ALDERMAN, JR.
halderman@LevinGann.com

DIRECT DIAL
410-321-4640

LAW OFFICES
LEVIN & GANN
A PROFESSIONAL ASSOCIATION
NOTTINGHAM 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)

February 2, 2004

HAND DELIVERED
Ms. Kathleen Bianco, Administrator
County Board of Appeals for Baltimore County
400 Washington Avenue, Suite 49
Towson, Maryland 21204

RECEIVED
FEB 0 2 2004
BALTIMORE COUNTY
BOARD OF APPEALS

RE: *Cher Chris Construction Company, Inc.*
1100 Corbett Road
Case No. 03-264-SPH
Petitioner's Post-Hearing Memorandum

Dear Ms. Bianco:

In accordance with the direction received from the Board at the conclusion of the hearing on the above-referenced matter, I am pleased to provide to the Board an original and three (3) copies of the *Petitioner's Post-Hearing Memorandum*. Should you or any member of the Board desire additional information or additional copies, please do not hesitate to contact me.

Very truly yours,

Howard L. Alderman, Jr.

HLA/gk
Enclosures (4)
c (w/one encl.): Cher Chris Construction Company, Inc.
Peter Max Zimmerman, Esquire
Carole S. Demilio, Esquire
Mr. Mitchell J. Kellman

Robert T. Wilke

April 16, 2003

Dear Ms Bianco,

Could you please send me notification of the zoning appeal # 03264 SPH. The lot in question is on Corbett Rd and I would like to attend the hearing.

Yours sincerely

Laura Wilke

RECEIVED
APR 17 2003
BALTIMORE COUNTY
BOARD OF APPEALS

Mailed to file 4/17/03

16411 Matthews Road, Monkton, MD 21111 • (410) 472-2415 • RTWilke@aol.com

1034 Corbett Road
Monkton, Mayland 21111-1526

3rd April 2003

Board of Appeals, Baltimore County
Old Court House
Room 49
400 Washington Avenue
Towson, Mayland 21204

case no.: 03 264 SPH

Gentlemen:

Please be advised that I am an interested party in the above cited appeals case. I would appreciate it very much if you would inform me of the date, time, and location of the hearing.

I thank you for your interest in and attention to this matter.

Sincerly yours,
Raymond E. Knowles Jr. M.D.

cc: Piper Rudnick

file notice 4-08-03

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APR 07 2003
BALTIMORE COUNTY
BOARD OF APPEALS

CUSTOM HOMES
RESIDENTIAL • COMMERCIAL

410-666-3042
FAX 410-666-0013

RECEIVED
FEB 14 2003
ZONING COMMISSIONER

February 12, 2003

Mr. Timothy M. Kotroco
Deputy Zoning Commissioner
Baltimore County - Courts Bldg.
Suite 405
401 Bosley Avenue
Towson, Maryland 21204

Dear Tim:

Thanks for your help in the hearing regarding our Corbett Road property.

Enclosed are copies of our checks, a HUD-1 settlement statement and our contract to purchase the 3 lots.

The HUD-1 shows the $18,000.00 which we paid for agricultural transfer tax for the 3 lots. There was a $6,000.00 ag tax fee for each of the 3 lots.

To further add insult to injury our contract clearly states (in handwritten form initialed by all parties) on page #1 and page #2 that settlement will occur only after valid wells and valid percs are obtained on all 3 lots. I strongly feel that the Baltimore County Health Department should not have issued both perc and well permits if this indeed was not a properly zoned and buildable lot. Obviously, if they hadn't we never would have settled on the property as the contingency in the contract clearly expresses. Hopefully, there is enough fault on Baltimore County's part by issuing the well and perc permits that even if an appeal is filed the appeals board will find in our favor.

I'm pretty sure that anyone who may file an appeal would not sue the county or take further action if the appeal goes our way. I'm positive however, that I would sue the county, along with the seller and the realtor who represented the seller, if the appeal board found against us. Maybe this

will carry some weight in our favor as well as the mere simple fact that I'd lose around $200,000.00 if an appeal goes against me, and the person filing the appeal really is not damaged at all if it goes against him

Again, thanks for your help and fairness regarding this matter.

Sincerely,

Michael S. Aiello
Vice-President

Encls:

PLEASE PRINT CLEARLY

CASE NAME 1100 CORBETT RD. (Cher Chris)
CASE NUMBER #03-264-SPH
DATE 2/5/03

PETITIONER'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL
~~Michael Aiello~~	~~900 Cold Bottom Rd.~~	~~Sparks Md. 21152~~	~~www.Cher-Chris Homes.com~~
Mitch Kellman	200 E. Pennsylvania Ave	Towson, MD	DMW, Inc
Michael Aiello	10517 York Rd.	Cockeysville Md. 21030	www.Cher-Chris Homes.com

PLEASE PRINT CLEARLY

CASE NAME 1160 CORBETT RD. (Var. chms)
CASE NUMBER 03-264-SPH
DATE 2/5/03

CITIZEN'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL
Howard Chambers	1103 Corbett Rd	Monkton, MD 21111	Polodob56@yahoo.com

BALTIMORE

COUNTY

CODE

1978

Published by Order of the County Council

MUNICIPAL CODE CORPORATION

Tallahassee, Florida 1979

House, group. One of not less than three (3) nor more than seven (7) one-family or two-family living units, placed in a row as a single continuous building.

Improvements, public. Any of the following: Street pavement, with or without curbs and gutters; sidewalks; crosswalks; water mains; sanitary sewers and storm drains; with appurtenant construction; street trees.

Lot. A portion of a subdivision, or other parcel of land intended for building development, whether immediate or future.

Lot depth. The mean horizontal distance between the front and rear lines of a lot.

Lot, double-frontage. A lot, the opposite ends of which both abut on streets.

Master plan. The comprehensive plan (which may consist of several maps, data, etc.) made and adopted by an official planning board, indicating the general locations recommended for major motorways, parks, and other public open spaces, public building sites, routes for public utilities and zoning districts.

Motorway. An inclusive term for streets, controlled-access motorways and alleys.

Motorway, controlled-access. As distinguished from a "street," a controlled-access motorway is not intended to provide direct access to abutting property, ingress and egress to it being permitted only at planned intersections which may or may not involve separation of grades.

Public. The word "public" means "open to common use," whether or not public ownership is involved.

Right of way. A strip of land between property lines, used or to be used as a street, controlled-access motorway, alley or crosswalkway, or for a pipeline or open drainage channel.

Street. A right of way at least fifty (50) feet wide which provides primary access to abutting properties.

The term also applies to rights of way thirty (30) feet or more in width, but less than fifty (50) feet, existing as of the date of adoption of this article.*

Street, cul-de-sac. A short, minor street, having but one end open for motor traffic, the other being permanently terminated by a turnaround or backaround for vehicles.

Street, minor. Any street other than a thoroughfare.

---

*Editor's note—The regulations here codified were adopted on July 11, 1949.

LONG & FOSTER® REALTORS®

CONTRACT OF SALE FOR UNIMPROVED PROPERTY OR LOTS

This is a Legally Binding Contract. If not Understood, Seek Competent Advice.

THIS FORM IS DESIGNED FOR THE SALE OF UNIMPROVED PROPERTY OR LOTS LOCATED IN JURISDICTIONS REPRESENTED BY THE FOLLOWING:

Greater Baltimore Board of REALTORS®, Inc. | Howard County Association of REALTORS®, Inc.
Carroll County Association of REALTORS®, Inc. | Harford County Association of REALTORS®, Inc.

Liber _____ Folio _____ Date of Deed _____

LISTING BROKER Long & Foster Realtors BROKER NO. _____

LISTING AGENT Michael Yerman TELEPHONE(S) 410-583-5700

COOPERATING BROKER _____ BROKER NO. _____

COOPERATING AGENT _____ TELEPHONE(S) _____

THIS CONTRACT OF SALE made this November day of XX, 19 2001

by and between

SELLER NAME Andrew G. & Barbara N. Shank

ADDRESS 1138 Corbett Road, Monkton, Maryland 21111

SOCIAL SECURITY NUMBER/TAX ID # _____

BUYER NAME _____ AND

ADDRESS _____

SOCIAL SECURITY NUMBER/TAX ID # _____

PROPERTY DESCRIPTION

1. Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described FEE SIMPLE Property (hereinafter "Property") known as Lot 2-1038, Lot 3-1040 & Track A-1100 Corbett Road (Lot No., Subdivision and Plat Book Reference, if applicable) located in per the attached plat dated 11/13/81 & marked Liber 58 & Folio 119 in the Baltimore County Land Records City/County Maryland Zip 21111 together with the improvements thereon, if any, and all rights and appurtenances thereto belonging.

PURCHASE PRICE

2. The purchase price is Four Hundred Fifty Thousand and 00/100---------- Dollars ($ 450,000.00----)

PAYMENT TERMS

3. The payment of the purchase price shall be made by Buyer as follows:

(a) An initial deposit by way of check in the amount of Twenty-Five Thousand and 00/100---------- Dollars ($ 25,000.00--------) at the time of execution of this Contract.

(b) An additional deposit, by way of n/a, in the amount of n/a Dollars ($ n/a) to be paid within n/a (n/a) days from the date of this Contract.

(c) The purchase price less any and all deposits shall be paid in full by Buyer in cash, or by wired funds, bank check or certified check at settlement.

ACREAGE AND PURCHASE PRICE ADJUSTMENT

4. (a) The parties estimate that the Property contains 6.21 acres or _____ square feet of land, more or less. Unless the Buyer obtains a survey pursuant to Paragraph 4(b) below, Buyer shall purchase the Property without any adjustment in the purchase price, regardless of the amount of acreage or square footage actually contained in the Property.

(b) Buyer and Seller agree that the purchase price (Parties to initial applicable line) (i) _____ shall or (ii) _____ shall not be adjusted based upon a survey of the Property obtained by Buyer in accordance with this Paragraph. If the purchase price of the Property is to be adjusted based upon a survey of the Property obtained by Buyer as evidenced by the initials of the parties to Paragraph 4(b) (i) above, Buyer, at Buyer's expense, shall have the Property surveyed by a registered surveyor, duly licensed in Maryland, to determine the exact acreage or square footage of the Property and the purchase price shall be determined by multiplying the exact acreage or square footage as shown on the survey by the rate of $ 72,463.77 per acre, or fraction thereof, or $_____ per square foot, or fraction thereof. Any portion of the Property lying in the bed of a public road or street shall not be included in calculating the acreage or square footage of the Property. Said survey shall be ordered by Buyer within five (5) days from the date of this Contract and copies of the completed survey shall be delivered to Seller and to the Listing and Cooperating Broker(s) not less than _____ ( ) days prior to the date of settlement. If Buyer does not deliver the survey within the time period specified herein, the purchase price stated in Paragraph 2 of this Contract shall be final and shall not be subject to further adjustment based upon any subsequent survey.

SUITABILITY FOR BUYER'S USE

5. The Buyer shall have _____ ( ) days from the date of this Contract to consult with appropriate public authorities or otherwise to determine: (a) that public water and/or sewer are available to the Property or that the Property will be approved by the applicable governmental authorities for the installation of a well and/or private sewage disposal system; (b) that other public utilities including electricity and telephone service are available to the Property; (c) whether the Property or any portion thereof is accessible by a right of way by a common driveway or private road as to which the owner of the Property shares in the expense and/or maintenance and whether such access is adequate for Buyer's intended use; and (d) that existing or proposed zoning, subdivision, environmental, and other laws and regulations, existing or formally proposed restrictions or other covenants, proposed roads and other pertinent information or regulations will allow the Buyer to use the Property for, (check one box):

[ ] house which Buyer desires to build or,
[ ] _____.

Buyer agrees to promptly commence such consultations and examinations and to use all due diligence in obtaining the information necessary to make the determinations. If Buyer is not satisfied with the results of Buyer's consultations and determinations, Buyer, by written notice to the Seller given within _____ ( ) days from the date of this Contract, may declare this Contract null and void and all deposits hereunder shall be returned to the Buyer pursuant to the "Deposit" Paragraph. Failure of the Buyer within the time provided to give written notification to the Seller of the termination of this Contract shall constitute a waiver of said rights and this Contract shall remain in full force and effect.

SETTLEMENT

6. Settlement shall be ~~on December 16, XX 2001~~ after valid wells (see page #2) and valid perc's are obtained on all 3 lots. Settlement to be within 2 weeks of the above criteria being met. or sooner by mutual agreement between the parties.

ENVIRONMENTAL INSPECTION

7. If Buyer desires the right to condition Buyer's obligations under this Contract upon the results of an environmental inspection of the Property (including wet lands), such condition shall be included in an Addendum attached to this Contract at the time this Contract is executed by the parties.

Inspection Addendum Attached _____ Buyer's Initials Inspection(s) Declined MSA Buyer's Initials

FINANCING

8. This Contract is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:

(Check One)
(XX) NONE - No Financing Contingency
( ) See attached Owner Financing Addendum
( ) Conventional Loan as follows:

Loan Amount $ _____
Term of Note _____ years
Amortization _____ years
Interest Rate _____ %
Type _____

LENDER FEES/ CHARGES

9. Buyer agrees to pay to the Lender loan origination/loan discount fees in the amount of n/a % of the Loan Amount and Seller agrees to pay loan origination/loan discount fees of n/a % of the Loan Amount. Any reduction in the loan origination/loan discount fees shall be shared by the Seller and Buyer on a basis equal to their respective proportionate obligation for the original total of said fees. All mortgage insurance premiums as required by Lender shall be paid by Buyer.

INITIALS: MSA Buyer _____ Buyer _____ Seller _____ Seller

EQUAL HOUSING OPPORTUNITY

CONTINUATION OF CONTRACT FOR PROPERTY AT Lot 2 - 1038 Corbett Road
Lot 3 - 1040 Corbett Road
Track A - 1100 Corbett Road

DRILLING OR PROVIDING A WELL

10. If the Property is intended for use as a single family dwelling and if the Property is not served by public water, this Contract is contingent upon the following: (check applicable box)

[X] BUYER DRILLING WELL. The Buyer and its contractors being afforded the right to enter upon the Property in order to drill a well within ~~[illegible] days~~ of the date of this Contract. In the event Buyer is unable to obtain a water producing well meeting any requirements of the county health department other than yield, and producing a yield of not less than Two (2) gallons per minute when tested in conformance with any required health department pumping test after drilling ~~[illegible] hole(s) to a minimum depth of 600 feet~~, Buyer may terminate this Contract by giving written notice to Seller within 5 days after the time provided in the preceding sentence. ~~Buyer may terminate this Contract by giving written notice to Seller within 5 days after the time provided in the preceding sentence.~~ buyer to make additional attempts at their sole discretion.

Buyer shall have the right for n/a ( ) days after a producing well is drilled to arrange for such water quality tests with a qualified testing laboratory as Buyer desires. If Buyer is dissatisfied with such tests, Buyer shall so advise Seller in writing with reasonable details of the reasons for Buyer's dissatisfaction within n/a ( ) days after receipt of the test report. Seller shall have the right for n/a ( ) days thereafter to correct the conditions causing dissatisfaction and to deliver a report of a new well test showing that the deficiencies noted in the original test have been corrected. If Seller fails to correct such conditions to Buyer's satisfaction, or chooses not to do so, Buyer may terminate this Contract by giving written notice to Seller within 5 days after Buyer is notified of Seller's failure to correct such conditions or election not to do so, whichever is applicable. In the event of termination by Buyer pursuant to this paragraph, all deposits hereunder shall be returned to the Buyer pursuant to the "Deposit" Paragraph. Prior to the return of Buyer's deposit, Buyer shall furnish Seller with proof that the well driller and contractor have been paid in full and that the well(s) have been sealed in accordance with the regulations of the appropriate County. Buyer shall have the right to grade and remove trees to the extent necessary to facilitate drilling and shall use its best efforts to minimize damage to the Property. All costs of drilling and related work shall be borne by the Buyer, and the Buyer hereby agrees to indemnify Seller from any and all claims arising out of the drilling of said well(s). This indemnity shall survive settlement or any termination of this Contract. If Seller is unable to convey title in accordance with the terms of this Contract without fault of Buyer, Seller shall reimburse Buyer for the costs of well drilling and related work promptly upon being furnished with receipts for the payment of these costs. Should the Buyer fail to drill a well within the time specified above, Buyer shall be deemed to have waived this condition.

[ ] SELLER DRILLING OR PROVIDING WELL. The Seller delivering to Buyer within _____ ( ) days of the date of this Contract evidence that there is a well on the Property meeting any requirements of the county health department other than yield, and producing a yield of not less than _____ ( ) gallons per minute when tested in conformance with any required health department pumping test.

If a well does not already exist on the Property, Seller shall be obligated to drill up to _____ ( ) hole(s) to a minimum depth of _____ ( ) feet in order to obtain a well meeting the aforesaid requirements. If Seller does not deliver such evidence within the time provided, Buyer may terminate this Contract by giving written notice to Seller. Buyer shall have the right for _____ ( ) days after a producing well is drilled to arrange for such water quality tests with a qualified testing laboratory as Buyer desires. If Buyer is dissatisfied with such tests, Buyer shall promptly so advise Seller in writing with reasonable details of the reasons for Buyer's dissatisfaction within _____ ( ) days after receipt of the test report. Seller shall have the right for _____ ( ) days thereafter to attempt to correct the conditions causing dissatisfaction and to deliver a report of a new well testing showing that the deficiencies noted in the original test have been corrected. If Seller fails to correct such conditions to Buyer's satisfaction, or chooses not to do so, Buyer may terminate this Contract by giving written notice to Seller within 5 days after Buyer is notified of Seller's failure to correct conditions or election not to do so, whichever is applicable. In the event of termination by Buyer pursuant to this paragraph, all deposits hereunder shall be returned to the Buyer pursuant to the "Deposit" Paragraph.

NOTICE TO SELLER: Prior to executing this Contract, Seller should consult existing leases, if any, to ascertain Seller's rights with respect to granting Buyer access to Property and the consequences of any damage to the Property occasioned by Buyer's well-drilling activities.

NOTICE TO BUYER: Well yields and water quality are variable. Seller will not be responsible for any change in well yield or water quality after the date of any tests made pursuant to this Paragraph.

PERCOLATION APPROVAL

11. If the Property is intended for use as single family dwelling and if public sewage is not available, and/or a private septic system has not been built, the sale of the Property is contingent upon (check one box):
PARTIES SHOULD CHECK WITH APPROPRIATE HEALTH DEPARTMENT ABOUT TIME OF YEAR FOR SCHEDULING OF PERCOLATION TEST BEFORE FILLING IN THE BLANKS IN THIS PARAGRAPH.

[ ] SELLER TEST. Seller providing to Buyer, within _____ ( ) days of the date of this Contract, with a written certification from the appropriate county health department that the Property is approved for a private septic system. Seller will be responsible to arrange for and pay for any tests needed to obtain such certification in a timely manner. If, for any reason, Seller fails to provide such certification in the required time, Buyer, by written notice to Seller, may declare this Contract null and void and all deposits hereunder shall be returned to the Buyer pursuant to the "Deposit" Paragraph.

[X] BUYER TEST. Buyer shall have ~~Fourteen (14)~~ as much time as needed for scheduling (county has approximated 3 weeks) days from the date of this Contract, at Buyer's sole expense, to perform percolation testing on the Property. If the results of the percolation testing do not meet the requirements of the appropriate county health department, Buyer may terminate this Contract by giving written notice to the Seller within Fourteen (14) days from the date of Contract, in which case all deposits hereunder shall be returned to the Buyer pursuant to the "Deposit" Paragraph, and neither party shall have any further liability to the other.

Prior to the return of Buyer's deposit, Buyer shall furnish Seller with proof that the testing company has been paid in full and that any test pits have been sealed in accordance with the regulations of the appropriate county. Buyer shall have the right to grade and remove trees to the extent necessary to facilitate testing but shall use its best efforts to minimize damage to the Property. All costs of such testing shall be borne by the Buyer, and the Buyer hereby agrees to indemnify Seller from any and all claims arising out of percolation testing. This indemnity shall survive settlement or any termination of this Contract. In the event the Buyer fails to perform the test or notify the Seller within the aforementioned time, Buyer shall be deemed to have waived this condition and approved any percolation report. Buyer acknowledges that future public sewer/water systems, if ever provided, will be at Buyer's expense.

If the Property is intended to be used for other than single-family dwelling, any percolation test provisions shall be set forth in an Addendum to this Contract.

LOAN APPLICATION AND COMMITMENT

12. Buyer shall make written application for the loan as herein described within n/a ( ) days from the date of this Contract. If such written loan commitment is not obtained by Buyer, or by Seller, at Seller's option, for Buyer, within n/a ( ) days from the date of this Contract, this Contract shall be null and void and of no further force and effect, and all deposits paid hereunder shall be disbursed in accordance with the terms of the "Deposit" Paragraph of this Contract. Provided Buyer has complied with all of Buyer's obligations under this Contract, including applying for financing and seeking to obtain financing, the release of deposit agreement as provided for in the "Deposit" Paragraph of this Contract shall provide that all deposits hereunder shall be returned to Buyer.

DEPOSIT

13. Buyer hereby directs the Listing Broker to hold the initial deposit until the parties have executed and accepted this Contract, following which the Listing Broker shall expeditiously cause all deposits to be placed in escrow as specified below. If Seller or Buyer does not execute and deliver this Contract, the initial deposit shall be immediately returned to the Buyer. Deposits hereunder paid by the Buyer in accordance with this Contract shall be held in an escrow account by the Listing Broker. If the Seller and the Buyer do not instruct the Listing Broker otherwise, deposits hereunder of $5,000 or more shall be placed, at the sole discretion of the Listing Broker, in a non-interest bearing account or in an interest bearing account that pays all interest to the Maryland Housing Resource Corporation ("MHRC"). If Seller and Buyer do not instruct otherwise, deposits hereunder of less than $5,000 shall be placed in an interest bearing account that pays all interest to the MHRC and in such event, Listing Broker may charge a fee for establishing such interest bearing account that pays all interest to the MHRC.

Seller and Buyer hereby instruct the Listing Broker to place all deposits in:

( ) An interest bearing account, with interest payable to the Maryland Housing Resource Corporation; in which event interest paid on said account may be taxable to the Buyer.
(X) A non-interest bearing account.
( ) An interest bearing account, the interest on which, in the absence of default by the Buyer, shall accrue to the benefit of the Buyer.

Deposits hereunder shall be disbursed by the Listing Broker at the time of settlement. In all other events, deposits hereunder shall be disbursed by the Listing Broker in accordance with a release of deposit agreement executed by Buyer and Seller. If a dispute arises between Buyer and Seller as to the disbursement of the deposits hereunder, the Listing Broker shall act in accordance with the provision of the "Broker Liability" Paragraph of this Contract.

SALE OF OTHER REAL ESTATE

14. Neither this Contract nor the granting of Buyer's loan referred to herein shall be conditioned or contingent in any manner upon the sale and/or settlement of any other real estate owned by Buyer unless an Addendum to this Contract which provides for such condition or contingency for the sale and/or settlement of other real estate owned by Buyer is attached to this Contract. Unless this Contract is expressly contingent upon the sale and/or settlement of any real estate owned by Buyer, Buyer shall not apply for or accept a loan commitment which is contingent upon or which otherwise requires that any real estate owned by Buyer shall first be sold and/or settled as a pre-condition to such loan.

INITIALS: MCA _____ _____ _____
Buyer Buyer Seller Seller

→ As soon as scheduling permits.

wells must meet minimum county potability / health requirements.

MCA
BS

Lot 2 - 1038 Corbett Road
Lot 3 - 104[illegible] Corbett Road
Track A - 110 Corbett Road

CONTINUATION OF CONTRACT FOR PROPERTY AT

ALTERNATE FINANCING

15. Provided Buyer shall first satisfy Buyer's obligations under "Mortgage Application and Commitment" Paragraph of this Contract, Buyer may apply for and obtain a written loan commitment for financing in which either the interest, terms of payment, loan amount, differs from the financing conditions herein set forth, and, in such event, the preceding financing conditions of "Mortgage Application and Commitment" Paragraph of this Contract shall be deemed to have been fully satisfied. This alternate financing may not increase costs to Seller or exceed the time allowed to secure the loan commitment as stated herein. Nothing in this Paragraph shall relieve Buyer of the obligation to apply for and diligently pursue and obtain the financing described in the "Financing" Paragraph of this Contract.

BUYER RESPONSIBILTY

16. If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or, if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified; fails to pursue financing diligently and in good faith; makes any misrepresentations in any document relating to financing; or takes (or fails to take) any action which causes Buyer's disqualification for financing, then Buyer shall be in default and Seller may elect upon written notice to Buyer to terminate this Contract and/or pursue the remedies set forth under the "Breach of Contract and Default" Paragraph of this Contract.

LEASES

17. Seller and Buyer acknowledge that the Property is sold and conveyed subject to existing tenancies as follows:

none

Seller agrees to perform all of the obligations of the landlord under such leases until settlement. At settlement, Seller shall assign the tenancies and leases, if any, to Buyer and all security deposits and any interest earned thereon which are due to tenants by operation of law or by the terms of their leases shall be transferred to the Buyer, in cash, at settlement. Seller may not negotiate new leases or renew existing leases without Buyer's written consent.

FARM CROPS/ TIMBER

18. Unless otherwise agreed by Addendum attached hereto, Seller and Buyer acknowledge that the following identified person(s) or business(es) shall be allowed to harvest, sell or assign any annual crops or timber which have been planted on the Property prior to the date of Contract, even though said harvest time may occur subsequent to the date of the settlement on this Contract: n/a
If the crop consists of timber, then neither Seller nor any tenants of Seller shall have any right to harvest the timber unless otherwise agreed by an Addendum attached hereto.

BROKER(S) LIABILITY

19. Buyer and Seller understand and acknowledge that Broker(s) is not and was not at any time authorized to make any representations with respect to this Contract or the Property other than those expressly set forth herein. Broker(s) does not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all other parties hereto. By signing this Contract, Buyer acknowledges that Buyer has not relied on any representations made by Broker(s), except those representations expressly set forth herein.

In the event of any litigation or dispute between Seller and Buyer concerning the release of the deposit, Broker's sole responsibility may be met, at Broker's option, by paying the deposit into the court in which such litigation is pending, or by paying the deposit into the court of proper jurisdiction by a bill of interpleader. Buyer and Seller agree that, upon Broker's payment of the deposit into court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the release of the deposit and Buyer and Seller, jointly and severally, shall indemnify and hold the Broker harmless from any and all such rights, claims, demands or actions.

In the event of such dispute and election by the Broker to file a bill of interpleader as herein provided, Buyer and Seller hereby expressly and irrevocably authorize the Broker to deduct from the deposit all costs incurred by the Broker in the filing and maintenance of such a bill of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of $500 or the amount of the deposit held by the Broker. All such fees and costs so deducted shall be the exclusive property of the Broker. If the amount deducted by the Broker is less than the total of all of the costs incurred by the Broker in filing and maintaining the interpleader action, then Seller and Buyer jointly and severally agree to reimburse the Broker for all such excess costs upon the conclusion of the interpleader action.

In the event that any dispute arises under this Contract between Seller and Buyer resulting in Broker(s) being made a party to any litigation, Seller and Buyer, jointly and severally, agree to indemnify and hold Broker(s) harmless from any liability, loss, cost, damage or expense resulting therefrom (including filing fees, court costs, service of process fees and attorneys' fees) as a result thereof, provided that such litigation does not result in a judgment against Broker(s), for acting improperly under this Contract.

As used herein, the term "Broker(s)" shall mean the Listing Broker, if any, and the Cooperating Broker as identified at the beginning of this Contract, if any, including a Cooperating Broker acting as the agent of Buyer, and any agents, subagents or employees of Broker(s), including the Listing Agent, and the Cooperating Agent, if any.

CONDITION OF PROPERTY AND POSSESSION

20. Seller agrees to give possession and occupancy at time of settlement, subject, however, to any presently existing tenancies disclosed in the "Leases" Paragraph. Seller will deliver the Property in substantially the same physical condition as of the date of this Contract, but free of Seller's personal property and of all junk, trash and debris. EXCEPT AS OTHERWISE SPECIFIED HEREIN THE PROPERTY IS SOLD "AS IS."

CONSUMER DISCLOSURE STATEMENT

21. Buyer acknowledges having received, read and understood the Consumer Disclosure Statement provided to Buyer by Cooperating Agent prior to Buyer's execution of this Contract. _____ (Buyer's initials) (NOTE: The Consumer Disclosure Statement is provided for Buyer's information only.)

AGENCY DISCLOSURE

22. Buyer and Seller acknowledge that the Listing Broker, Listing Agent, Cooperating Broker and the Cooperating Agent have disclosed whom they represent in this transaction and that an agency disclosure form regarding such representation has been signed by the Buyer and by the Seller, if applicable, prior to the execution of this Contract.

BALTIMORE COUNTY MASTER PLAN

23. If the Property is located in Baltimore County, the Seller has notified the Buyer that the Property, or the area in which the Property is located, may be affected by the provisions of the Baltimore County Master Plan 1989-2000 and that the Buyer may wish to review the Master Plan. The Buyer acknowledges such notification by Seller and understands that in order to become fully informed of current and future land use plans, facility plans, public work plans, school plans or other plans affecting the Property or area, the Buyer should consult the appropriate county agency for information regarding such plans.
BUYER'S SIGNATURE _____

ADDENDA

24. The Addenda listed below which are attached to this Contract and which bear the signatures of all parties are hereby made a part of this Contract and shall be construed to govern over any inconsistent portions of this printed form (check applicable boxes):

____Environmental Inspection Addendum
____Homeowners Association Addendum (to be used if the Property is part of a development subject to mandatory fees as defined by the Maryland Homeowners Association Act)
____Private Water System Notice and Addendum (Not for use in Baltimore County)
____Baltimore County Private Water System Notice and Addendum (For use only in Baltimore County)
____Sale of Other Real Estate Addendum
____Howard County General Plan Maps Addendum
____Carroll County Mineral Mining Ordinance Addendum
____Owner Financing Addendum
__X__Subdivision Plat
____Restrictive Covenants
____Master Plot Plan
____Right of Way/Easement Agreements/Maintenance Agreements
____Reforestation
____Panhandle Lots and R.C. 4 Land Notice (For Use Only in Baltimore County)
__X__Other (specify)
Baltimore County Master Plan, General Addendum

ADDITIONAL CLAUSES/SPECIAL CONDITIONS

25. Subject to the covenants and restrictions of record.
Buyer to pay the entire cost of transfer tax and recordation tax.

PARAGRAPHS 1 THROUGH 14 ON PAGES 1 AND 2; ABOVE PARAGRAPHS 15 THROUGH 25 AND ADDITIONAL PARAGRAPHS NUMBERED 26 THROUGH 38 SET FORTH ON THE REVERSE ARE A PART OF THIS CONTRACT AND BUYER AND SELLER ACKNOWLEDGE THAT THEY ARE BOUND BY SAID PARAGRAPHS. PLEASE SIGN THE ORIGINAL AND ALL COPIES INDIVIDUALLY.

INITIALS: MA _____ _____ BES

Lot 2 - 1038 Corbett Road
Lot 3 - 1040 Corbett Road
Track A - 1100 Corbett Road

CONTINUATION OF CONTRACT FOR PROPERTY AT

ENTIRE AGREEMENT

26. This Contract and any Addenda hereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. This Contract is binding upon the parties, their heirs, personal representatives, successors, and assigns. Once signed, the terms of this Contract can only be changed by a document executed by all parties. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. This Contract or Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by telefax or telecopier transmittal, provided the original, executed Contract, with the required deposit, if any, is thereafter promptly delivered to the other party within three (3) days (excluding Sundays and Federal or State legal holidays) after the date of the telefax or telecopier transmittal of the executed Contract. In the event a party executes and delivers a copy of this Contract by telefax or telecopier transmittal, the signature of that party shall be witnessed at the time of signing. This Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

TIMELINESS

27. TIME IS OF THE ESSENCE with respect to the provisions of this Contract. All references in this Contract and Addenda to "days" shall mean calendar days unless specifically stated to mean otherwise.

ADJUSTMENTS

28. All general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, including any deferred sewer and water benefit charges, connection charges and tap fees, homeowners association charges and all other public, private or governmental charges or assessments, which may exist and be payable on an annual basis, whether such have been levied or not, are to be adjusted and apportioned as of the date of settlement and will be assumed and paid thereafter by Buyer.

DEED AND TITLE

29. Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances shall be executed by the Seller, which shall convey the Property to Buyer. If Seller is an estate, trust or other fiduciary, the deed will be a fiduciary deed without warranty. Title to the Property shall be good and merchantable, free of liens and encumbrances except as specified herein, and except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurance company, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect and the date of settlement shall be extended for a period not to exceed thirty (30) additional days.
In the event Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurance company, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by Seller for costs for searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto and this Contract shall become null and void and all deposits hereunder shall be returned to Buyer in accordance with the terms of the "Deposit" Paragraph.

AGENCY

30. Seller agrees to pay the Listing Broker a fee as provided in the Listing Contract. Except as otherwise agreed between the Listing Broker and Cooperating Broker, if the Cooperating Broker has acted as the Buyer's Agent in this transaction, Buyer agrees to pay the Cooperating Broker a fee in the amount as provided in a separate written agreement, if any, between Buyer and the Cooperating Broker. The party making settlement is hereby authorized and directed to deduct the said fees from the proceeds of sale and pay the same to the Broker(s) as a convenience to Seller and Buyer and not as a limitation upon Seller's and Buyer's responsibility to pay a fee.

INTERNAL REVENUE SERVICE FILING

31. Buyer and Seller each agree to cooperate with the person responsible for settlement by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

FOREIGN INVESTMENT TAXES-FIRPTA

32. Section 1445 of the United States Internal Revenue Code of 1986 provides that a buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars ($300,000.00) and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the Purchase Price is in excess of Three Hundred Thousand Dollars ($300,000.00) Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.

SETTLEMENT COSTS

33. BUYER HAS THE RIGHT TO SELECT BUYER'S OWN TITLE INSURANCE COMPANY, TITLE LAWYER, SETTLEMENT COMPANY, ESCROW COMPANY, MORTGAGE LENDER, OR FINANCIAL INSTITUTION AS DEFINED IN THE FINANCIAL INSTITUTIONS ARTICLE, ANNOTATED CODE OF MARYLAND.

SECTION 14-104 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT, UNLESS OTHERWISE NEGOTIATED IN THE CONTRACT OR PROVIDED BY LOCAL LAW, THE COST OF ANY RECORDATION TAX OR ANY STATE OR LOCAL TRANSFER TAX SHALL BE SHARED EQUALLY BETWEEN THE BUYER AND SELLER. The costs of transfer tax and recordation tax (other than agricultural land transfer tax) shall be divided and paid equally by Buyer and Seller.

Except as otherwise provided herein, Buyer agrees to pay all other settlement costs and charges including without limiting the generality thereof, all Lender's fees in connection herewith, including title examination and title insurance fees, all document preparation and recording fees, notary fees, survey fees where required and all recording charges, except those incident to clearing existing encumbrances or title defects.

AGRICULTURALLY ASSESSED PROPERTY

34. The Property, or any portion thereof, may be subject to an "Agricultural Land Transfer Tax" as imposed by Section 13-301 et seq. of the Tax-Property Article of the Annotated Code of Maryland by reason of the Property having been assessed on the basis of agricultural use. The additional tax shall be paid by Buyer unless otherwise agreed by an attached addendum.

GUARANTY FUND

35. NOTICE TO BUYER AND ALL OTHER PARTIES. Any person aggrieved in accordance with the applicable provisions of the Maryland Annotated Code may be entitled to recover compensation from the Maryland Real Estate Guaranty Fund for his actual loss, as proven before the Maryland Real Estate Commission, in an amount not exceeding $25,000 in consideration of any claim. A Buyer or other aggrieved person is not protected by the Guaranty Fund in an amount in excess of $25,000 for any claim.

SELLER RESPONSIBILITY

36. Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller, and the Property conveyed free thereof.

BREACH OF CONTRACT AND DEFAULT

37. Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so shall constitute a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of the Contract, the deposit may be retained by Seller, at the option of Seller, without prejudice to the rights of the Seller to pursue any other legal or equitable remedies. If the deposit is forfeited, or in the event of any award of damages by a Court or a settlement agreement between Seller and Buyer, Seller shall pay the Listing Broker a fee for services as stated in the Listing Contract.

If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such remedies as may be available, at law or in equity, including, without limitation, an action for specific performance, of this Contract and/or monetary damages.

If either party defaults, the party committing the default, whether Buyer or Seller, shall reimburse the non-defaulting party for the reasonable attorney's fees incurred as a result of the default.

PARAGRAPH HEADINGS

38. The Paragraph headings of this Contract are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

PLEASE SIGN THE ORIGINAL AND ALL COPIES INDIVIDUALLY. BE CERTAIN DATE OF CONTRACT ON PAGE 1 IS COMPLETED.

Witness	11/21/01 Date	Buyer's Signature	(SEAL)
Witness	Date	Buyer's Signature	(SEAL)
Witness	11/21/01 Date	Seller's Signature	(SEAL)
Witness	11/21/01 Date	Seller's Signature	(SEAL)

This form has been prepared for the sole use of the following Boards/Associations of REALTORS® and their members. Each Board/Association, its members and employees, assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice. This form is designed for the sale of unimproved property or lots located in Maryland and should not be used for any other purpose.

Greater Baltimore Board of REALTORS®, Inc.
Carroll County Association of REALTORS®, Inc.
Harford County Association of REALTORS® Inc.

BALTIMORE COUNTY NOTICES AND DISCLOSURES ADDENDUM

(For use with Maryland Association of Realtors® Residential Contract of Sale)

Addendum Number ONE To CONTRACT OF SALE (the "Contract") dated _____
BUYER: _____
SELLER: Andrew G. & Barbara N. Shank
PROPERTY: Lot 2-1038, Lot 3-1040 and Track A-1100 Corbett Road

1. MASTER PLAN: Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by provisions of the Baltimore County Master Plan 1989-2000. You may wish to review the Master Plan. To become fully informed of current and future land use plans, facilities plans, public works plans, or school plans, you should consult the appropriate Baltimore County agency for information regarding such plans.

Buyer acknowledges that Seller has informed Buyer that (a) the Property may be affected by provisions of the Master Plan and that Buyer may wish to review the Master Plan, and (b) in order to become fully informed of current and future land use plans, facilities plans, public works plans, school plans, or other plans affecting the Property or locality, Buyer should consult the appropriate state, Baltimore County or other authorities for information regarding such plans.

Buyer's Signature: _____

Buyer's Signature: _____

2. DEVELOPMENT PLAN: Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by the provisions of a development plan. To become fully informed of any current development plan affecting the Property, and in order to have an opportunity to review such development plan, Buyer should contact the appropriate Baltimore agency.

3. PANHANDLE LOTS: Buyer is hereby advised that if the Property is a panhandle lot (as defined in Section 26-168 of the Baltimore County Code), the County is not responsible for maintaining the road, removing snow, or providing trash collection along the panhandle driveway.

4. AGRICULTURAL OPERATIONS: If the Property is located in, or within five hundred feet (500') of, an R.C. 4 zone, Buyer is hereby advised that the Property may be subject to inconvenience or discomforts arising from agricultural operations, including, but not limited to: operation of machinery of any kind (including aircraft) during any 24 hour period; the storage and disposal or manure; and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Baltimore County shall not consider an agricultural operation to be a public or private nuisance if the operation complies with all federal, state or county health and zoning requirements and is not being conducted in a negligent manner.

5. NOTICE TO BUYER: PRIVATE WATER SUPPLY/WELL: If the Property is served by, or intended to be serviced by, a private water supply, attach separate Baltimore County Well Water Notice and Addendum (GBBR Form 1451).

6. BALTIMORE COUNTY TRANSFER TAX EXEMPTION: Buyer and Seller are hereby advised that the Baltimore County Transfer Tax does not apply to the first Twenty-Two Thousand Dollars ($22,000.00) of consideration payable for residentially improved owner-occupied real property. Under Baltimore County law, it is presumed that the Buyer will receive the full benefit of this exemption, unless the parties agree to a different apportionment of this benefit.

Buyer and Seller agree that the benefit of the exemption from the Baltimore County Transfer Tax shall be apportioned as follows:

- ☐ Full benefit to the Buyer
- ☐ Buyer and Seller to split benefit equally
- ☐ Other as follows _____

NOTICE

ADDITIONAL INFORMATION CONCERNING ALL REAL PROPERTY ISSUES PERTINENT TO BALTIMORE COUNTY MAY BE OBTAINED FROM:

BALTIMORE COUNTY INFORMATION OFFICE
8101 Dellona Avenue
Towson, Maryland 21204
(410) 887-3100
FAX (410) 337-8496

BUYER _____ DATE 11/21/01

BUYER _____ DATE _____

SELLER _____ DATE 11/21/01

SELLER _____ DATE 11/21/01

This form has been prepared for the sole use of the following Boards/Associations of REALTORS® and their members. Each Board/Association, its members and employees, assumed no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice.

The Greater Baltimore Board of REALTORS®, Inc.
Carroll County Association of REALTORS®, Inc.
Harford County Association of REALTORS® Inc.
Howard County Association of REALTORS® Inc.

EQUAL HOUSING OPPORTUNITY

REALTOR®

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A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.	635272	None	None

C. Note: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.*

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Cher Chris Construction Company, Inc. AS TO LOTS 1100 CORBETT 1038 TO CHRISTOPHER RIELLO	Andrew G. Shank Barbara N. Shank 1138 Corbett Road Monkton, MD 21111	None

G. Property Location	H. Settlement Agent	
1038, 1040 & 1100 Corbett Road Monkton, MD 21111	Lauenstein & Gephardt	
	Place of Settlement 809 Eastern Boulevard Baltimore, MD 21221	I. Settlement Date 2/26/02

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	450,000.00	401. Contract sales price	450,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	31,964.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes 2/26/02 to 6/30/02	4.09	407. County taxes 2/26/02 to 6/30/02	4.09
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	481,968.09	420. GROSS AMOUNT DUE TO SELLER	450,004.09
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money	25,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	15,508.66
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan Allfirst Bank	140486.23
205.		505. Payoff of second mortgage loan Eastern	75,000.00
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	25,000.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	230494.89
300. CASH AT SETTLEMENT FOR OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	481,968.09	601. Gross amount due to seller (line 420)	450004.09
302. Less amounts paid by/for borrower (line 220)	25,000.00	602. Less reduction amount due seller (line 520)	230494.89
303. CASH FROM BORROWER	456,968.09	603. CASH TO SELLER	219,009.20

SUBSTITUTE 1099-S

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

You are required by law to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Andrew G. Shank

Seller

Taxpayer Identification Number

U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SETTLEMENT STATEMENT

PAGE 2

L. SETTLEMENT CHARGES:		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $ 15,000.00 ~~xxxxxx~~ flat fee			
Division of commission (line 700) as follows:			
701. $ 15,000.00	to Long & Foster		15,000.00
702. $	to		
703. ~~Commission paid at Settlement~~	Administrative fee to Long & Foster		195.00
704.			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee	%		
802. Loan Discount	%		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee	to		
806. Mortgage Insurance Application Fee	to		
807. Assumption Fee	to		
808.			
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest from	to @$ /day		
902. Mortgage Insurance Premium for	to		
903. Hazard Insurance Premium for	yrs. to		
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER FOR			
1001. Hazard Insurance	mo. @ $ /mo.		
1002. Mortgage Insurance	mo. @ $ /mo.		
1003. City property taxes	mo. @ $ /mo.		.3 CONST.
1004. County property taxes	mo. @ $ /mo.		
1005. Annual assessments	mo. @ $ /mo.		
1006.	mo. @ $ /mo.		
1007.	mo. @ $ /mo.		
1008.	mo. @ $ /mo.		
1100. TITLE CHARGES			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to Richard Mitchell	300.00	
1103. Title examination	to Lauenstein &..Gephardt	550.00	
1104. Title Insurance binder	to		
1105. Document preparation	to Lauenstein & Gephardt	150.00	
1106. Notary fees	to Lauenstein & Gephardt	10.00	
1107. Attorney's fees	to		
(includes above items No:)			
1108. Title Insurance	to Security Title Ins. Co/Lauenstein	1,475.00	
(includes above items No:)			
1109. Lender's coverage $			
1110. Owner's coverage $ 450,000.00			
1111. Baltimore County, MD - lien certificate		180.00	
1112. Judgment reports		24.00	
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording fees:	Deed $ 25.00 ; Mortgage $; Releases $ 100	25.00	100.00
1202. City/county tax/stamps:	Deed $ 6750.00 ; Mortgage $	6,750.00	
1203. State tax/stamps:	Deed $ 2250.00 ; Mortgage $	2,250.00	
1204. Recordation stamps		2,250.00	
1205. Agritcultural transfer tax		18,000.00	
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey	to		
1302. Pest inspection	to		
1303. Real property taxes			23.66
1304. Obtaining mortgage releases			150.00
1305. Federal Express/courier			40.00
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)		31,964.00	15,508.66

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

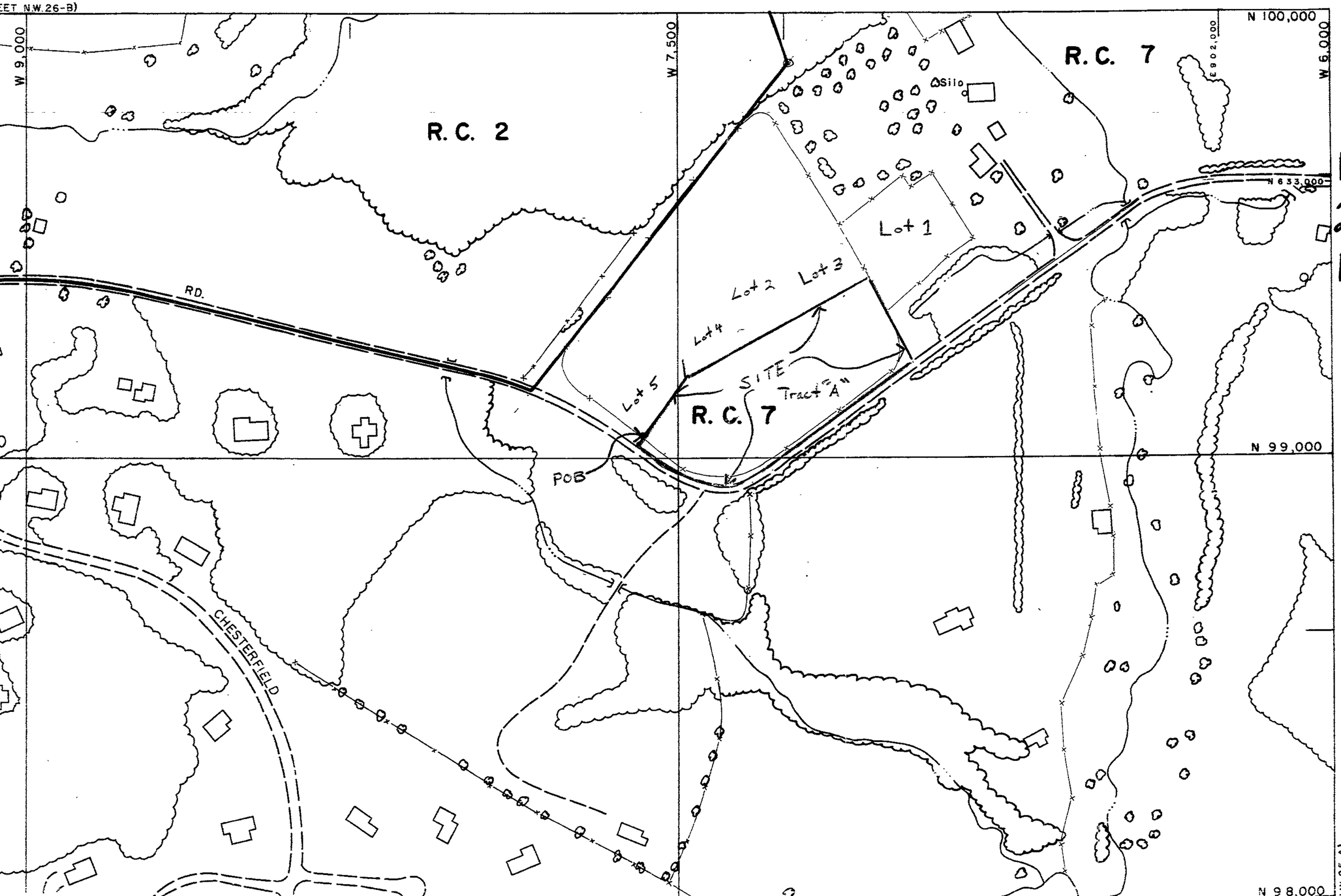
Sellers

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Settlement Agent

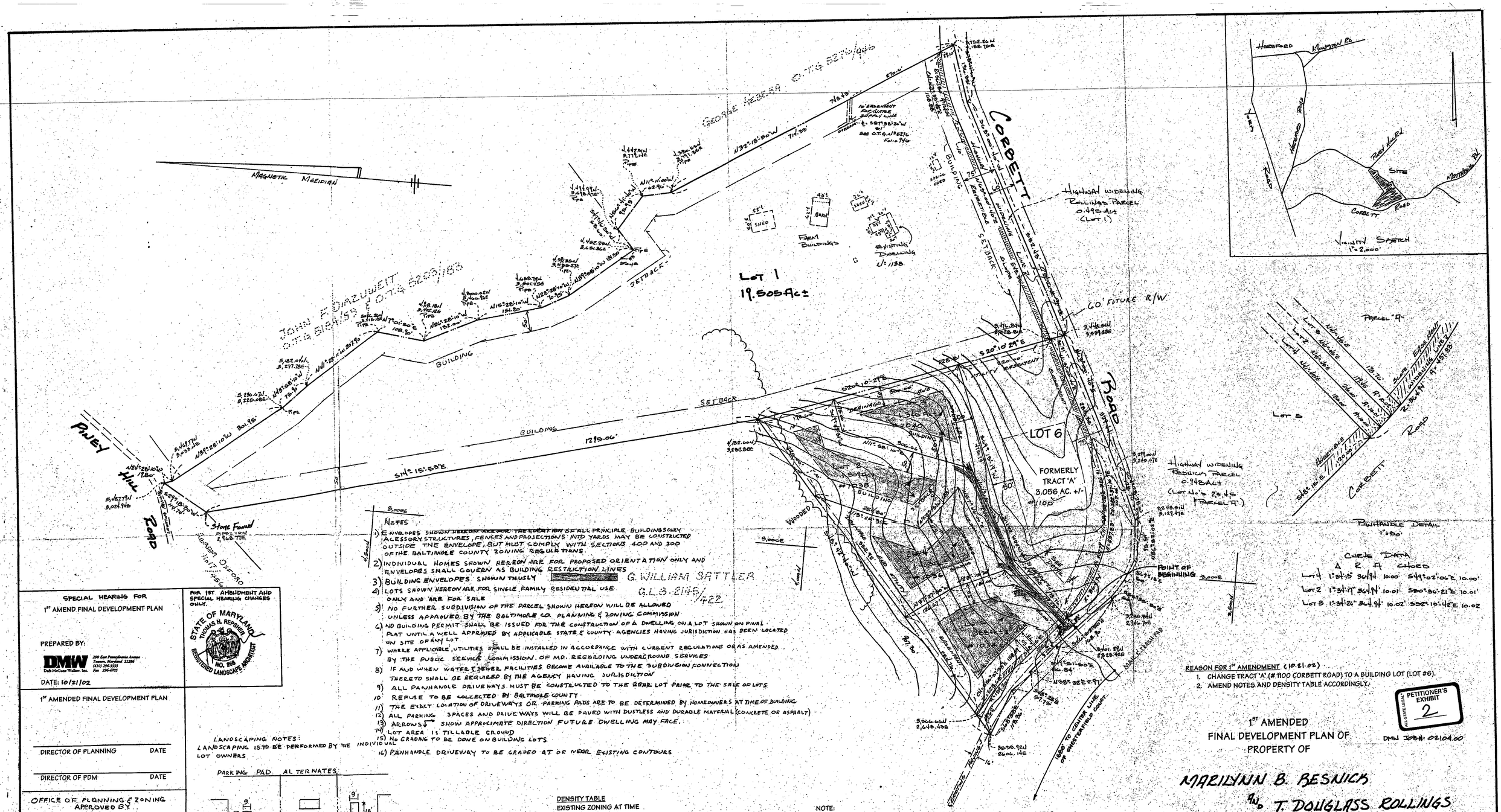
Date 2/26/07

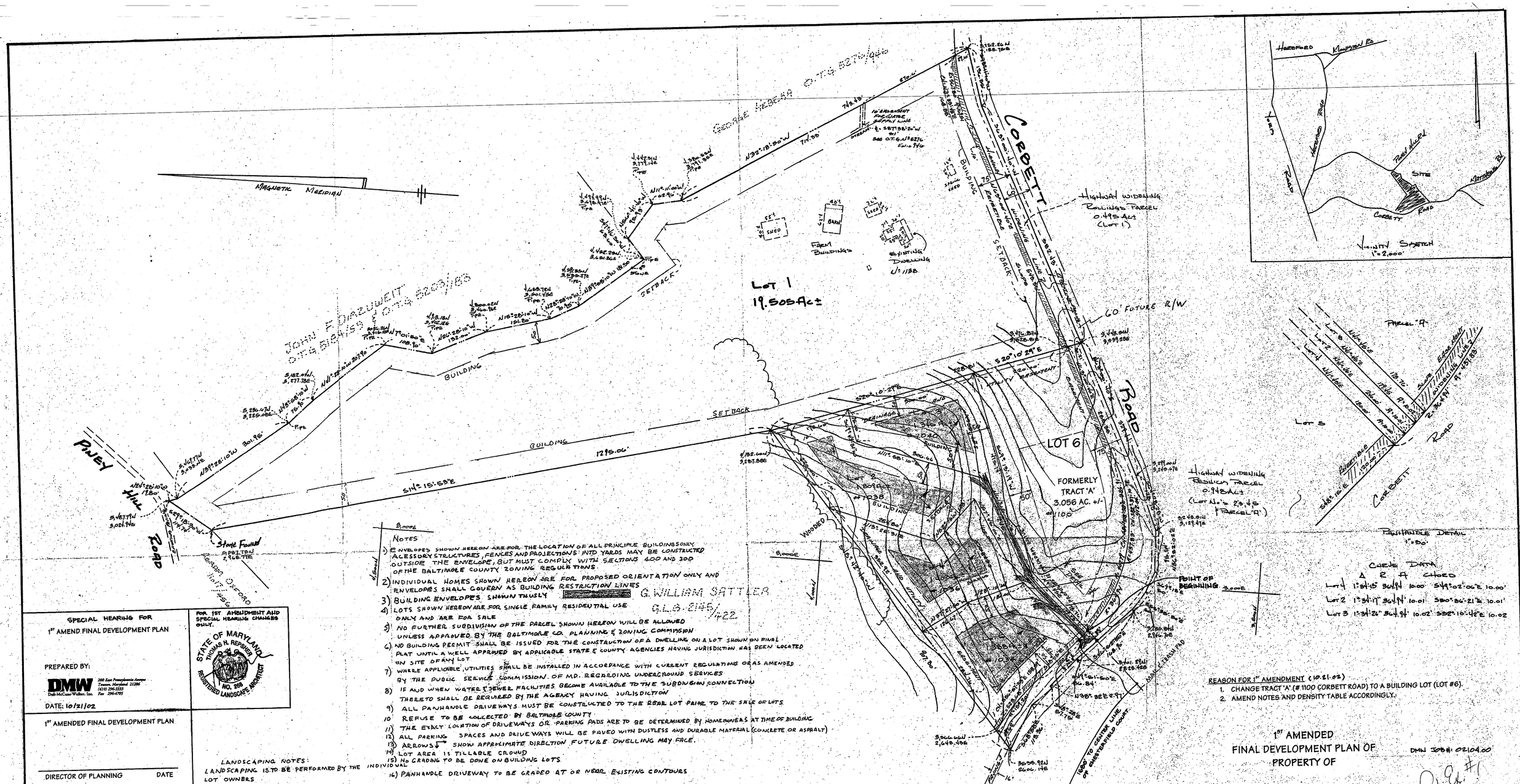
WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.



NW
25-B
1"=200'

03-264 SPM


MAGNETIC MERIDIAN
JOHN F. DRZEWIECKI
DEED 5184/159
GEORGE HECHER
DEED 5279/498
CORBETT ROAD
FUSEY HILL ROAD
STONE FOUND
BUILDING
SETBACK
SHED
BARN
FARM BUILDINGS
EXISTING DWELLING
LOT 1
19.505Ac±
LOT 6
FORMERLY TRACT 'A'
3.056 AC. +/-
#1100
HIGHWAY WIDENING RESIDUE PARCEL
0.948 Ac±
(LOT No.'s 2,3,4 & PARCEL "A")
HIGHWAY WIDENING RESIDUE PARCEL
0.498 Ac±
(LOT 1)
60' FUTURE R/W
POINT OF BEGINNING
DRAINAGE
WOODED
PARCEL "A"
LOT 5
LOT 4
LOT 3
LOT 2
EXISTING HOUSE #1100
EXISTING HOUSE #1102
EXISTING HOUSE #1104
EXISTING HOUSE #1106
EXISTING HOUSE #1108
EXISTING HOUSE #1110
EXISTING HOUSE #1112
EXISTING HOUSE #1114
EXISTING HOUSE #1116
EXISTING HOUSE #1118
EXISTING HOUSE #1120
EXISTING HOUSE #1122
EXISTING HOUSE #1124
EXISTING HOUSE


GEORGE HEBERA O.T.G. 5270/445
JOHN FORZLEWITT O.T.G. 5295/405
MAGNETIC MERIDIAN
N32°18'50"W 774.59'
N32°18'50"W 774.59'
N11°11'00"W 22.96'
N11°28'10"W 201.96'
N11°28'10"W 201.96'
N11°28'10"W 75.18'
N11°28'10"W 152.00'
N15°28'10"W 151.20'
N12°28'10"W 19.95'
N89°28'10"W 188.76'
SETBACK
BUILDING
S11°58'10"E 500.66'
S11°58'10"E 1215.06'
S11°58'10"E 1215.06'
S89°18'30"W 774.59'
S89°18'30"W 774.59'
S89°28'10"E 180.00'
S89°28'10"E 180.00'
S89°28'10"E 180.00

FINAL DEVELOPMENT PLAN OF PROPERTY OF
MARILYNN B. RESNICK
& T. DOUGLASS ROLLINGS

8TH ELECTION DISTRICT - BALTIMORE COUNTY - MARYLAND

SCALE 1"=100' OCTOBER 10, 1980

GERHOLD, CROSS & ETZEL
REG. PROFESSIONAL LAND SURVEYORS
412 DELAWARE AVENUE
TOWSON, MARYLAND 21204
301-823-4470

02104.00

DEED REF: E.H.K.J. No. 5920 - 311 (RESNICK) LOT 2, 3, 4, 5 and PARCEL "A"
E.H.K.J. No. 5920 - 089 (ROLLINGS) LOT 1
JAN 21, 1981 1d.
JAN 16, 1981

OWNERS:
MARILYNN B. RESNICK
& T. DOUGLASS ROLLINGS
1138 CORBETT ROAD
MONKTON MD. 21111

GUNPOWDER FALLS DRAINAGE AREA

VICINITY SKETCH
1"=2,000'

PANHANDLE DETAIL
1"=50'

LOT 1
19.505Ac±

HIGHWAY WIDENING
ROLLINGS PARCEL
0.495 Ac±
(LOT 1)

HIGHWAY WIDENING
RESNICK PARCEL
0.948Ac±
(LOT No.'s 2,3,4,5
& PARCEL "A")

"NOT FOR BUILDING PURPOSES" TRACT
8.060Ac±

CORBETT ROAD

PINEY HILL ROAD

GEORGE HEBERA O.T.G. 5270/495

JOHN F. DRAZUWEIT O.T.G. 5209/185

CREEK DATA

	Δ	R	CHORD
LOT 4	1°34'15"	364.94'	10.00 S 49°-02'-00"E 10.00'
LOT 2	1°34'17"	364.94'	10.01 S 50°-36'-21"E 10.01'
LOT 3	1°34'26"	364.94'	10.02 S 52°-10'-42"E 10.02

NOTES

1) ENVELOPES SHOWN HEREON ARE FOR THE LOCATION OF ALL PRINCIPLE BUILDINGS ONLY. ALLESSORY STRUCTURES, FENCES AND PROJECTIONS INTO YARDS MAY BE CONSTRUCTED OUTSIDE THE ENVELOPE, BUT MUST COMPLY WITH SECTIONS 400 AND 300 OF THE BALTIMORE COUNTY ZONING REGULATIONS.
2) INDIVIDUAL HOMES SHOWN HEREON ARE FOR PROPOSED ORIENTATION ONLY AND ENVELOPES SHALL COVERN AS BUILDING RESTRICTION LINES
3) BUILDING ENVELOPES SHOWN THUSLY
4) LOTS SHOWN HEREON ARE FOR SINGLE FAMILY RESIDENTIAL USE ONLY AND ARE FOR SALE
5) NO FURTHER SUBDIVISION OF THE PARCEL SHOWN HEREON WILL BE ALLOWED UNLESS APPROVED BY THE BALTIMORE CO. PLANNING & ZONING COMMISSION
6) NO BUILDING PERMIT SHALL BE ISSUED FOR THE CONSTRUCTION OF A DWELLING ON A LOT SHOWN ON FINAL PLAT UNTIL A WELL APPROVED BY APPLICABLE STATE & COUNTY AGENCIES HAVING JURISDICTION HAS BEEN LOCATED ON SITE OF ANY LOT
7) WHERE APPLICABLE, UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH CURRENT REGULATIONS OR AS AMENDED BY THE PUBLIC SERVICE COMMISSION OF MD. REGARDING UNDERGROUND SERVICES
8) IF AND WHEN WATER & SEWER FACILITIES BECOME AVAILABLE TO THE SUBDIVISION CONNECTION THERETO SHALL BE REQUIRED BY THE AGENCY HAVING JURISDICTION
9) ALL PANHANDLE DRIVEWAYS MUST BE CONSTRUCTED TO THE REAR LOT PRIOR TO THE SALE OF LOTS
10) REFUSE TO BE COLLECTED BY BALTIMORE COUNTY
11) THE EXACT LOCATION OF DRIVEWAYS OR PARKING PADS ARE TO BE DETERMINED BY HOMEOWNERS AT TIME OF BUILDING
12) ALL PARKING SPACES AND DRIVEWAYS WILL BE PAVED WITH DUSTLESS AND DURABLE MATERIAL (CONCRETE OR ASPHALT)
13) ARROWS ↓ SHOW APPROXIMATE DIRECTION FUTURE DWELLING MAY FACE.
14) LOT AREA IS TILLABLE GROUND
15) NO GRADING TO BE DONE ON BUILDING LOTS
16) PANHANDLE DRIVEWAY TO BE GRADED AT OR NEAR EXISTING CONTOURS

G. WILLIAM SATTLER
L.S. 2145 1/22

TRAFFIC NOTE:
ADT COUNT PER BALTO CO. 4X12¢ = 49.6

LANDSCAPING NOTES:
LANDSCAPING IS TO BE PERFORMED BY THE INDIVIDUAL LOT OWNERS.

PARKING PAD ALTERNATES

NO SCALE

NOTE: ONE OR BOTH PARKING SPACES MAY BE ENCLOSED, COVERED BY A CARPORT OR OPEN. THE FINAL LOCATION & TYPE MAY BE REVISED AS A RESULT OF THE PROPOSED HOUSE LOCATION AND/OR AT THE REQUEST OF THE ORIGINAL HOME BUYER

DENSITY TABLE

Existing Zoning	RC-5
Gross Area	29.949 Ac±
No. Lots Shown	5
No. Lots Permitted	19
Density	0.167

PARKING CALCULATIONS
5 LOTS x 2 = 10 PARKING SPACES PROVIDED

OFFICE OF PLANNING & ZONING
APPROVED BY
E Bruhn FOR 1/28/81
DIRECTOR OF PLANNING DATE
1/29/81
ZONING COMMISSIONER DATE
DI 1/22/81

HIGHWAY'S DEPARTMENT OF BALTI. CO.
APPROVED FOR STREET ALIGNMENT AND LOCATION
ROADS ENGINEER DATE

APPROVED FOR BALTIMORE COUNTY HEALTH DEPT.
DEPUTY STATE & COUNTY HEALTH OFFICER DATE

APPROVED FOR BALTIMORE COUNTY PLANNING BD.
DIRECTOR DATE

Notes:

1) STREETS AND/OR ROADS AS SHOWN HEREON AND THE MENTION THEREOF IN DEEDS ARE FOR PURPOSES OF DESCRIPTION ONLY AND THE SAME ARE NOT INTENDED TO BE DEDICATED TO PUBLIC USE. THE FEE SIMPLE TITLE TO THE BEDS THEREOF IS EXPRESSLY RESERVED IN THE GRANTEES OF THE DEED TO WHICH THIS PLAT IS ATTACHED THEIR HEIRS AND ASSIGNS
2) HIGHWAY, HIGHWAY WIDENING, SLOPE, DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON ARE RESERVED UNTO THE DEVELOPER AND ARE HEREBY OFFERED FOR DEDICATION TO BALTI. CO., MD. THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS SHALL CONVEY SAID AREAS, BY DEED, TO BALTIMORE COUNTY, MARYLAND AT NO COST
3) FOR PANHANDLE LOTS: REFUSE COLLECTION, SNOW REMOVAL AND ROAD MAINTENANCE ARE PROVIDED TO THE JUNCTION OF THE PANHANDLE AND STREET RIGHT OF WAY LINE ONLY AND NOT ONTO THE PANHANDLE LOT DRIVEWAY.
4) CO-ORDINATE SHOWN HEREON ARE BASED ON AN ASSUMED DATUM.
5) SPECIAL NOTE REQUIRED BY BALTIMORE COUNTY
"THIS RECORD PLAT MAY NOT BE HUNDRED BY BALTIMORE COUNTY AFTER FIVE YEARS FROM THE RECORDING DATE. SEE BALTIMORE COUNTY BILL # 61-79 (SECTION 22-98)"

OWNER'S CERTIFICATE

THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN HEREON HEREBY CERTIFIES THAT TO THE BEST OF HER/(HIS) KNOWLEDGE, THE REQUIREMENT OF SUB-SECTION (c) OF SECTION 3-108 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, HAS BEEN COMPLIED WITH INSOFAR AS SAME CONCERNS THE MAKING OF THIS PLAT AND THE SETTING OF MARKERS.

Marilynn B. Resnick
T. Douglass Rollings
DEC 23 1980

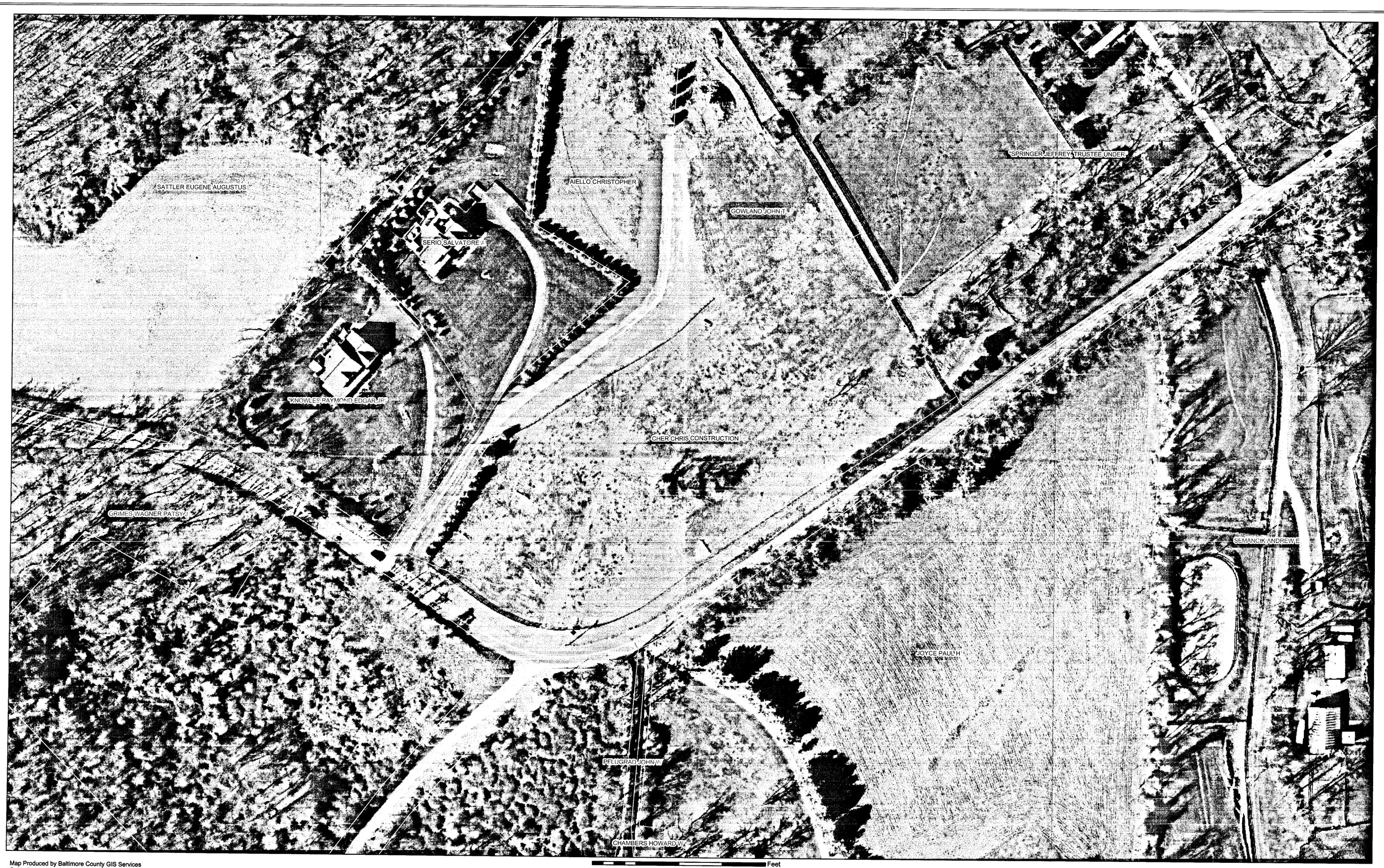
STATE OF MARYLAND
JOHN F. ETZEL
No. 5209
REGISTERED LAND SURVEYOR

SURVEYOR'S CERTIFICATE

I, JOHN F. ETZEL, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF MARYLAND DO HEREBY CERTIFY THAT THE LAND SHOWN HEREON HAS BEEN LAID OUT AND THE PLAT THEREOF PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE LAW RELATING TO THE SUBDIVISION OF LAND KNOWN AS HOUSE BILL No. 169, CH. 1016, OF THE ACTS OF 1945 AND SUBSEQUENT ACTS AMENDATORY THEREOF.

John F. Etzel Dec. 23, 1980

P.C. Ex #1
Pet Ex #1



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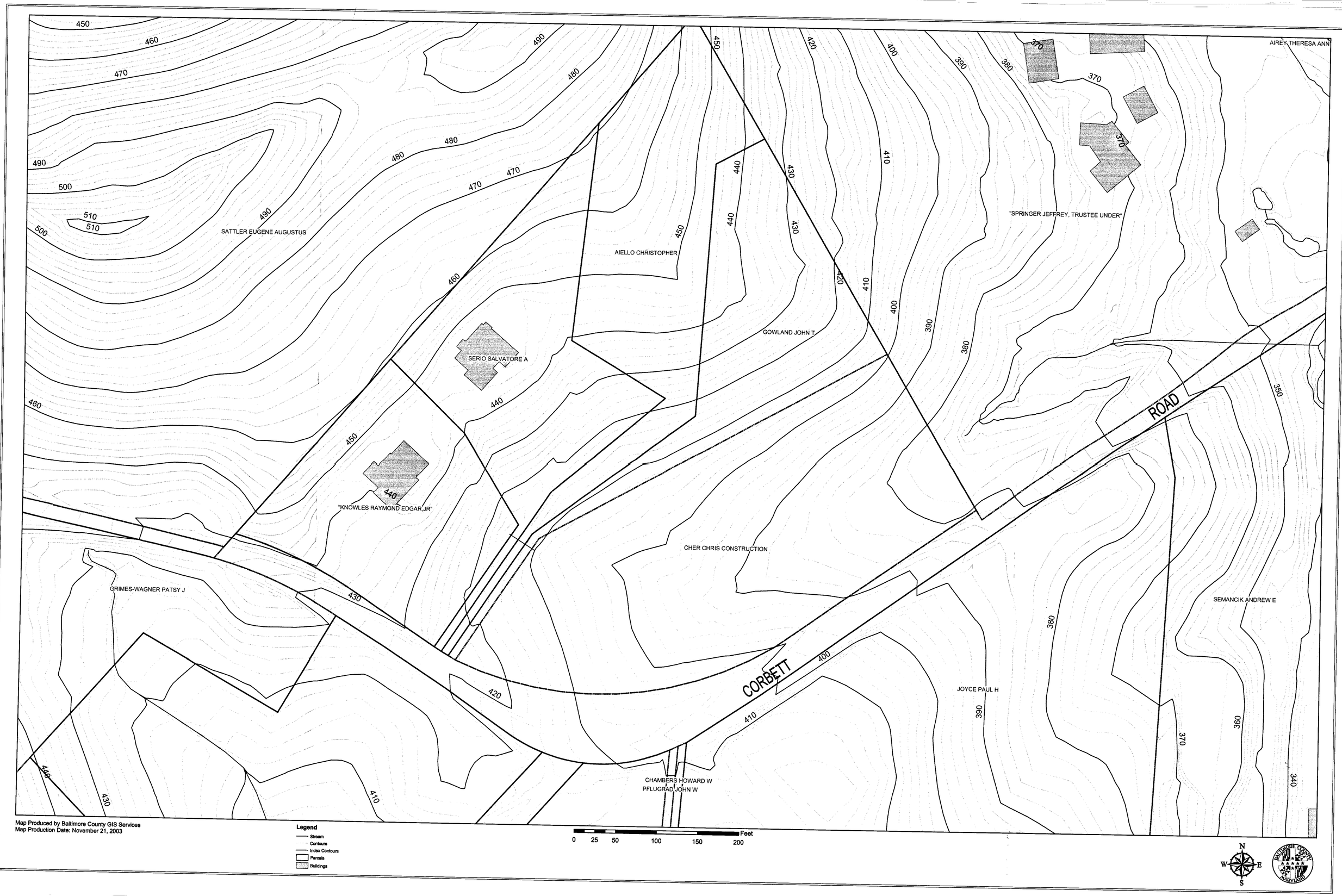
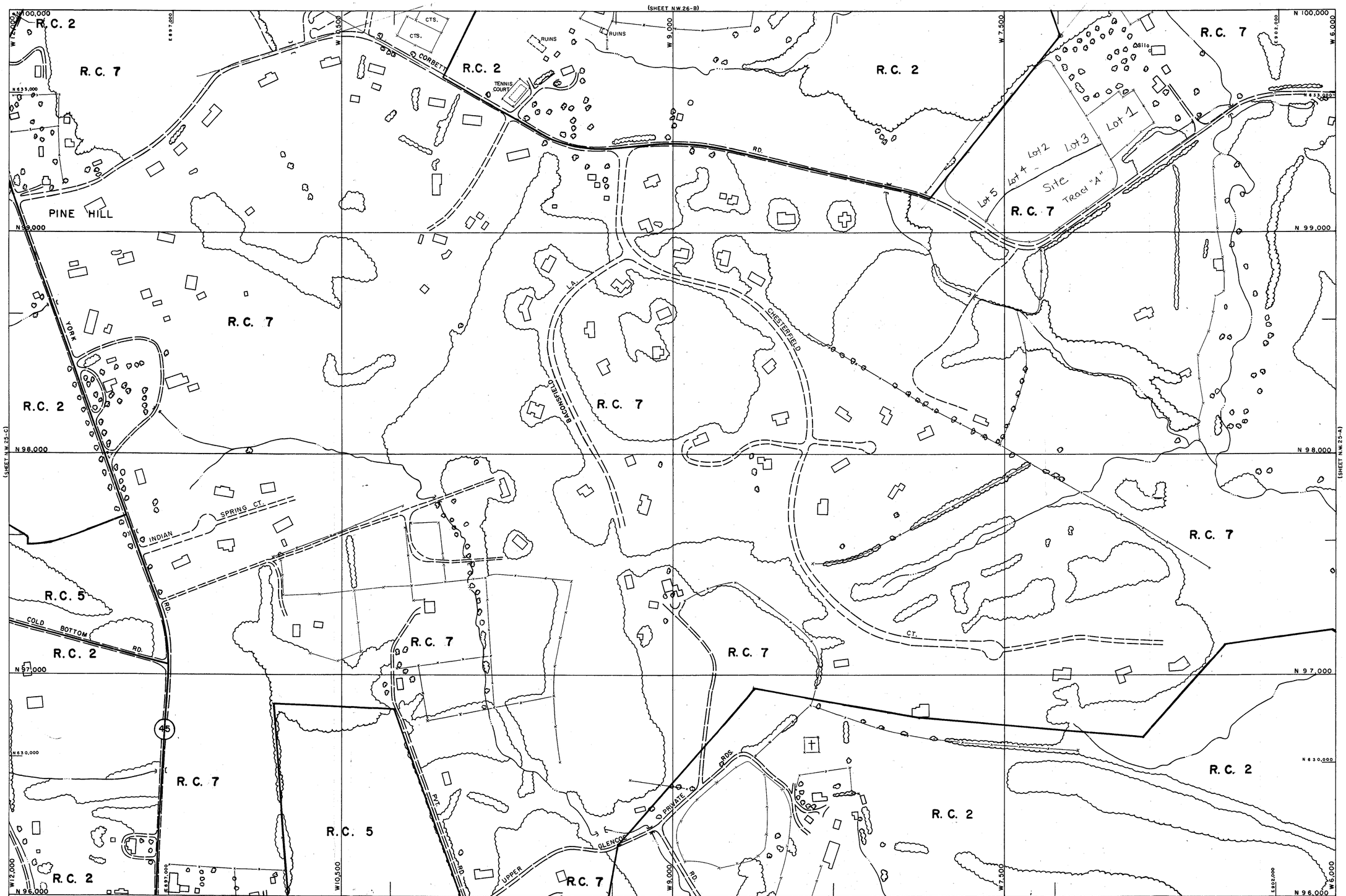
Orthophotography From 2002
Map Production Date: September 30, 2003

03-214-SPH


SATTLER EUGENE AUGUSTUS
AIELLO CHRISTOPHER
SERIO SALVATORE A
GOWLAND JOHN T
"SPRINGER JEFFREY, TRUSTEE UNDER"
AIREY THERESA ANN
"KNOWLES RAYMOND EDGAR JR"
CHER CHRIS CONSTRUCTION
GRIMES-WAGNER PATSY J
SEMANCIK ANDREW E
JOYCE PAUL H
CHAMBERS HOWARD W
PFLUGRAD JOHN W
ROAD
CORBETT
Map Produced by Baltimore County GIS Services
Map Production Date: November 21, 2003
Legend
Stream
Contours
Index Contours
Parcels
Buildings
0 25 50 100 150 200 Feet
N
W E
S
BALTIMORE COUNTY MARYLAND

03-264-SPH

P.C. Ex #11



DD-NE
HH-SE

THIS MAP HAS BEEN REVISED IN SELECTED AREAS.
TOPOGRAPHY COMPILED BY PHOTOGRAMMETRIC METHODS
BY BUCHART-HORN, INC. BALTIMORE, MD. 21210

2000 COMPREHENSIVE ZONING MAP
ADOPTED by
THE BALTIMORE COUNTY COUNCIL
OCTOBER 10, 2000
Bills Nos. 87-00, 88-00, 89-00, 90-00, 91-00, 92-00, 93-00,

Joseph Bartenfelder
Chairman, County Council

BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
OFFICIAL ZONING MAP

SCALE	LOCATION	SHEET
1" = 200'±	PINE HILL	N.W. 25-B
DATE OF PHOTOGRAPHY JANUARY 1986		

NW 25 B

03-264-SPH