IN RE: PETITION FOR SPECIAL HEARING NW/corner of Hess Road and Hutchins Mill Road 10th Election District 3rd Councilmanic District **(3500 Hess Road)** Eleanor T. Schapiro *Petitioner*	* * * * * *	BEFORE THE DEPUTY ZONING COMMISSIONER OF BALTIMORE COUNTY CASE NO. 03-579-SPH

* * * * * * * * * *

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, Eleanor T. Schapiro. The special hearing request is pursuant to Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.), for approval of the non-conforming use status of the two existing dwellings at 3322 and 3326 Hess Road, to confirm the status of the existing tenant house, to confirm the density of the parcel of two lots, to approve the creation of the proposed 4-acre lot for building purposes, and to approve the use of the existing 10 ft. wide stone driveway to serve the proposed house in lieu of the required 16 ft. wide durable and dustless surface driveway. The property comprises 77.80 acres, more or less, is designated hereinafter as Parcel 1, and is zoned R.C.2.

Amended Petition

Subsequent to filing the Petition for Special Hearing, the Petitioner has amended her petition to include the following:

{1} to approve on Parcel "1" [shown on the Density Plat]: the non-conforming status of the two existing dwellings at 3322 and 3326 Hess Road, confirm the status of the existing tenant house, confirm the existing, available density [available number of new lots] of two lots and approve the creation of the proposed 3 acre lot (net of driveway easement) for building purposes; or [2] ***in the alternative***, approve the accumulation of available lots of the four contiguous

10/1/03 R. Jenkins

parcels, all subject to one or more Deeds of Conservation Easement to the Maryland Environmental Trust, to support the three existing dwellings on Parcel, "1" and to permit the creation of an additional lot for a new dwelling within Parcel "1", all as shown more particularly in the section of the Density Plat entitled "**Alternative Relief**"; and [3] approve the use of the existing 10-foot wide stone driveway to serve the proposed lot and dwelling in lieu of the required 16-foot wide durable and dustless surface driveway; and [4] such additional relief as the nature of this case as presented at the time of the hearing on this Petition may require within the spirit and intent of the B.C.Z.R.

The property was posted with Notice of Hearing on August 8, 2003, for 15 days prior to the hearing, in order to notify all interested citizens of the requested zoning relief. In addition, a Notice of Zoning hearing was published in "The Jeffersonian" newspaper on August 12, 2003 to notify any interested persons of the scheduled hearing date.

Applicable Law

Section 500.7 of the B.C.Z.R. *Special Hearings*

The Zoning Commissioner shall have the power to conduct such other hearings and pass such orders thereon as shall in his discretion be necessary for the proper enforcement of all zoning regulations, subject to the right of appeal to the County Board of Appeals. The power given hereunder shall include the right of any interested persons to petition the Zoning Commissioner for a public hearing after advertisement and notice to determine the existence of any non conforming use on any premises or to determine any rights whatsoever of such person in any property in Baltimore County insofar as they may be affected by these regulations.

Zoning Advisory Committee Comments

The Zoning Advisory Committee (ZAC) comments are made part of the record of this case and contain the following highlights: The Zoning Office indicates that the Petitioner is requesting 4 density units for RC 2 zoned property which will allow only 2 density units. Also, only one principal dwelling is permitted on any lot in the RC zones. The Zoning Office also

noted that the Petitioner would need a variance for a panhandle driveway exceeding 1000 feet in length. The Petitioner, however, denied proposing such a driveway and stated that she sought no such variance. See other comment.

Interested Persons

Appearing at the hearing on behalf of the requested special hearing relief was Eleanor Schapiro, the owner of the property and Geoffrey C. Schultz, the engineer who prepared the site plan of the property. Howard L. Alderman, Jr., Esquire represented the Petitioner. There were no protestants or citizens attending the hearing. People's Counsel, Peter Max Zimmerman, entered the appearance of his office in this case.

Testimony and Evidence

Mr. Alderman proffered the testimony and evidence in this case. He indicated the property is improved by a very large home now occupied by Ms. Schapiro and an extensive horse farm. However, she wishes to build a smaller residence on the property as a retirement home. In order to do so, the Petitioner proposes to divide the parcel into two lots, one of which would be 3.5 acres containing the new home for the Petitioner and the second lot containing the remaining parcel with the existing dwelling and facilities. This second lot not only has the large home and training facilities, but is also improved by two existing dwellings fronting on Hess Road which have been in existence prior to the zoning regulations according to Mr. Alderman. See Petitioner's Exhibit 1B. Thus, there are three dwellings on this lot, and with the new lot to be created there would be four dwellings on the parcel. In addition, there is an accessory tenant house which serves as a principal horse farm use. Development of this parcel is severely restricted by the easements in favor of the Maryland Environmental Trust which are recorded in the Land Records of Baltimore County. See Petitioner's Exhibit No. 7. What follows may seem

somewhat academic, given the severe restrictions on development of the parcel in place with the Maryland Environmental Trust. Nevertheless, the County cannot assume that a private agreement will necessarily protect, nor should it control, the County's interest in this matter.

Mr. Alderman opined that the dwellings on Hess Road were nonconforming and, therefore, did not count towards any allocation of lots or density units. Thus, this parcel should be able to be divided into two lots under the RC 2 regulations. The County contends that the Hess Road homes should count as two lots or two density units. If this were so, the parcel shown on Exhibit No. 1B would have four lots allocated to it, i.e. one lot for the existing large home, one for each Hess Road homes and one for the new home to be built. Mr. Alderman's request to confirm that two lots were available on this parcel would in the County's view violate zoning regulations.

Mr. Alderman also presented evidence in Petitioner's Exhibit No. 6, page 4, that Ms. Schapiro also owned three adjoining parcels, which were vacant of dwellings. At this office's request, Mr. Alderman submitted a supplement to Exhibit No. 1B, which shows these four parcels and contains specific allocations of building lots to parcels. See Supplemental Sheet to Petitioner's Exhibit No. 1B. The rationale here is that, as Ms. Schapiro owns four adjoining parcels, each parcel could be divided into two lots since each is between 2 and 100 acres in size under the RC 2 regulations. Thus, Ms. Schapiro has eight lots available to her considering all four parcels. She would then allocate four of those eight lots (density units) to Parcel 1, that is one to the large house, one each to the Hess Road homes and one to the new home she proposes to build. Said another way, the three remaining parcels would then have four lots which could be allocated to them in the future.

Findings of Fact and Conclusions of Law

I find the first argument problematic in that, theoretically if a subdivision of land in the County could simply ignore nonconforming uses, there could be a very great deviation from the spirit and intent of the RC 2 regulations. I make no finding that the Hess Road dwellings are nonconforming, but assume so in what follows for the sake of argument. If additional lots and dwellings could be added to large numbers of nonconforming dwellings on a property, this may well overcrowd the land and damage agricultural preservation. Section 1A01.3.B.4 also specifies that no more than one principal dwelling is allowed on any lot in the RC 2 zone. Section 102.2 requires no yard space or minimum area required for a building or use shall be considered as any part of a yard space or minimum area for another building or use. Taken together, it is clear that the intent of the regulations is not to simply ignore nonconforming uses as if they did not exist, but to allow them to continue while accounting for their impact on a plan. Consequently, I will decline to simply allow the Petitioner to subdivide this parcel without taking the number of lots (density units) into account.

The Petitioner's second proposal makes great sense to me. The Petitioner owns four parcels and given their size and applicable RC 2 zoning, each could be subdivided into two lots. Thus, a total of eight lots could be developed. The Petitioner proposes to allocate four lots to Parcel 1 saving four lots to be allocated among the remaining three parcels. This keeps account of the obvious, in that there will be four dwellings on Parcel 1 after the subdivision takes place. There is ample room on Parcel 1 for these dwellings, including the new dwelling proposed, without interfering with or diminishing the agricultural uses on the parcel. Consequently, I will approve the alternative relief by allowing the accumulation of available lots of the four contiguous parcels, all subject to one or more Deeds of Conservation Easement to the Maryland

Environmental Trust, to support the three existing dwellings on Parcel, "1" and to permit the creation of an additional lot for a new dwelling within Parcel "1", all as shown more particularly in the section of the Density Plat entitled "Alternative Relief"

In regard to the Petitioner's request to approve the use of the existing 10-foot wide stone driveway to serve the proposed lot and dwelling in lieu of the required 16-foot wide durable and dustless surface driveway, the proffered testimony was persuasive that a 16 foot, dustless and durable road would increase the impermeable surface area thus increasing rain water runoff as compared to the 10 foot stone driveway proposed. As important, the principal use of the property is for a horse farm and the stone paving would be less damaging to the horses. Finally, the driveway would be used solely by the Petitioner and thus be subject to very limited usage so that width and surface would not be a problem.

Pursuant to the advertisement, posting of the property and public hearing held on the Petition and for the reasons given above, I believe that the special hearing request for alternative relief and driveway characteristics should be granted.

THEREFORE, IT IS ORDERED, by the Deputy Zoning Commissioner for Baltimore County, this 1st day of October, 2003, that the Petitioner's amended request for special hearing from Section 500.7 of the B.C.Z.R., {1} to approve on Parcel "1" [shown on the Density Plat]: the non-conforming status of the two existing dwellings at 3322 and 3326 Hess Road, confirm the status of the existing tenant house, confirm the existing, available density [available number of new lots] of two lots and approve the creation of the proposed 3 acre lot (net of driveway easement) for building purposes is hereby DENIED; and

IT IS FURTHER ORDERED, that the Petitioner's alternative relief to allow the accumulation of available lots of the four contiguous parcels, all subject to one or more Deeds of

Conservation Easement to the Maryland Environmental Trust, to support the three existing dwellings on Parcel, "1", and to permit the creation of an additional lot for a new dwelling within Parcel "1", all as shown more particularly in the section of the Density Plat entitled "Alternative Relief", be and is hereby GRANTED; and

IT IS FURTHER ORDERED, that the Petitioner's request to approve the use of the existing 10-foot wide stone driveway to serve the proposed lot and dwelling in lieu of the required 16-foot wide durable and dustless surface driveway is hereby GRANTED; subject, however, to the following restriction which is a condition precedent to the relief granted herein:

1. The Petitioner may apply for her building permit and be granted same upon receipt of this Order; however, Petitioner is hereby made aware that proceeding at this time is at her own risk until such time as the 30 day appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioner would be required to return, and be responsible for returning, said property to its original condition.

John V. Murphy

JOHN V. MURPHY
DEPUTY ZONING COMMISSIONER
FOR BALTIMORE COUNTY

JVM:raj

10/1/03

Zoning Commissioner

Suite 405, County Courts Building
401 Bosley Avenue
Towson, Maryland 21204
Tel: 410-887-3868 • Fax: 410-887-3468

Baltimore County

James T. Smith, Jr., County Executive
Lawrence E. Schmidt, Zoning Commissioner

October 1, 2003

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

Re: Petition for Special Hearing
Case No. 03-579-SPH
Property: 3500 Hess Road

Dear Mr. Alderman:

Enclosed please find the decision rendered in the above-captioned case. The petition for special hearing has been granted in accordance with the enclosed Order.

In the event the decision rendered is unfavorable to any party, please be advised that any party may file an appeal within thirty (30) days from the date of the Order to the Department of Permits and Development Management. If you require additional information concerning filing an appeal, please feel free to contact our appeals clerk at 410-887-3391.

Very truly yours,

John Murphy

John V. Murphy
Deputy Zoning Commissioner

JVM:raj
Enclosure

c: Eleanor T. Schapiro
3500 Hess Road
Monkton, MD 21111

Geoffrey C. Schultz
McKee & Associates, Inc.
5 Shawan Road, Suite 1
Cockeysville, MD 21030

Printed on Recycled Paper

Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 3500 Hess Road
which is presently zoned RC-2

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

the non-conforming status of the two existing dwellings at 3322 and 3326 Hess Road, to confirm the status of the existing tenant house, to confirm the density of the parcel of two lots, to approve the creation of the proposed 4-acre lot for building purposes, and to approve the use of the existing 10-foot wide stone driveway to serve the proposed house in-lieu-of the required 16-foot wide durable and dustless surface driveway.

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

Legal Owner(s):

Eleanor T. Schapiro
Name - Type or Print

X Eleanor T. Schapiro
Signature

Name - Type or Print

Signature

3500 Hess Road — (410) 771-4852
Address — Telephone No.

Monkton — Maryland — 21111
City — State — Zip Code

Attorney For Petitioner:

Howard L. Alderman, Jr.
Name - Type or Print

Howard L. Alderman Jr.
Signature

Levin and Gann, P.A.
Company Nottingham Centre, 8th Floor
502 Washington Avenue — (410) 321-0600
Address — Telephone No.

Towson, — Maryland — 21204
City — State — Zip Code

Representative to be Contacted:

Geoffrey C.Schultz
McKee and Associates, Inc.
Name

5 Shawan Road, Suite 1 — (410) 527-1555
Address — Telephone No.

Cockeysville, — Maryland — 21030
City — State — Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING _____

UNAVAILABLE FOR HEARING _____

Reviewed By BK Date 6/10/03

Case No. 03-579-SPH

REV 9/15/98

PETITION FOR SPECIAL HEARING

CASE NO: 03-579-SPH

Address: 3500 Hess Road

Legal Owners: Eleanor T. Schapiro

Present Zoning: RC 2

REQUESTED RELIEF:

"*why the Zoning Commissioner should*" [1] approve on Parcel "1" [shown on the Density Plat]: the non-conforming status of the two existing dwellings at 3322 and 3326 Hess Road, confirm the status of the existing tenant house, confirm the existing, available density [available number of new lots] of two lots and approve the creation of the proposed 3 acre lot (net of driveway easement) for building purposes; **or** [2] **in the alternative**, approve the accumulation of available lots of the four contiguous parcels, all subject to one or more Deeds of Conservation Easement to the Maryland Environmental Trust, to support the three existing dwellings on Parcel "1" and to permit the creation of an additional lot for a new dwelling within Parcel "1" all as shown more particularly in the section of the Density Plat entitled "**Alternative Relief**"; **and** [3] approve the use of the existing 10-foot wide stone driveway to serve the proposed lot and dwelling in lieu of the required 16-foot wide durable and dustless surface driveway; **and** [4] such additional relief as the nature of this case as presented at the time of the hearing on this Petition may require, within the spirit and intent of the BCZR.

FOR ADDITIONAL INFORMATION ON THIS PETITION, PLEASE CONTACT:

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

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

10/1/03
H. Jameson

Amended Petition

ALTERNATIVE RELIEF [1]:
Density Accumulation Within Tract:

Parcel No. (Sheet 4 of 4 on Petitioner's Ex. 6)	Pre-Existing Single-Family Dwelling(s)	Existing Tenant House	Lots Available Before Requested Accumulation [2]	Lots Available After Accumulation of Lots
1	3	1	0	1 [3]
2	0	0	2	0
3	0	0	2	0
4	0	0	2	2

1. The Density Accumulation described on this drawing and in these notes is alternative relief to the new lot and non-conforming dwelling determination also pending before the Deputy Zoning Commissioner. If the alternative Density Accumulation relief is finally approved, the non-conforming dwelling issue is rendered moot.

2. The Lots Available are from a strict application of the applicable Baltimore County Zoning Regulations applicable to property in the RC-2 Zone. The Lots Available figure does not take into account the fact that the easement on the four parcels, dedicated voluntarily by the owner(s) to the Maryland Environmental Trust, eliminates all remaining density other than the to be created lot identified in Note 2 below. The "0" Lots Available for Parcel No. 1 assumes that the pre-existing single family dwellings are not considered as non-conforming and count against the overall lot total among the four parcels comprising the tract/holdings of the Petitioner. Zoning lots necessary to support those pre-existing dwellings (other than the permitted tenant house) have been utilized from adjoining parcels.

3. The one Lot "accumulated" on this Parcel No. 1, is that requested by the Petition for Special Hearing and as approved by the Second Amendment to the Maryland Environmental Trust Easement Agreement.

10/1/03

McKEE & ASSOCIATES, INC.
Engineering • Surveying • Environmental Planning
Real Estate Development

June 9, 2003

ZONING DESCRIPTION OF
3500 HESS ROAD
10TH ELECTION DISTRICT
3RD COUNCILMANIC DISTRICT
BALTIMORE COUNTY, MARYLAND

BEGINNING at a point in the center of Hess Road (future 60-foot wide right-of-way), said point being 900 feet east of the center of Old York Road; thence running along the center of Hess Road, 1) South 82 degrees 40 minutes 39 seconds East, 1,109.41 feet, and 2) South 84 degrees 57 minutes 22 seconds East, 1,162.13 feet to the center of Hutchins Mill Road (future 60-foot wide right-of-way); thence running along the center of Hutchins Mill Road, 3) North 05 degrees 22 minutes 00 seconds West, 231.00 feet, 4) North 05 degrees 32 minutes 00 seconds West, 363.00 feet, 5) North 04 degrees 26 minutes 00 seconds East, 264.00 feet, 6) North 09 degrees 31 minutes 00 seconds East, 297.00 feet, and 7) North 24 degrees 26 minutes 00 seconds East, 165.00 feet; thence running 8) North 36 degrees 52 minutes 00 seconds East, 283.67 feet, 9) North 70 degrees 21 minutes 00 seconds West, 1,964.17 feet, and 10) South 10 degrees 40 minutes 00 seconds West, 1,783.42 feet, 11) North 81 degrees 54 minutes 00 seconds West, 293.96 feet, and 12) South 09 degrees 28 minutes 16 seconds West, 233.51 feet to the place of beginning.

CONTAINING 77.80 acres of land recorded as the first parcel in Deed Liber 4837, folio 703.

Shawan Place • Suite 1 • 5 Shawan Road • Cockeysville, MD 21030
Tel: 410-527-1555 • Fax: 410-527-1563 • E-Mail: @mckeeinc.com

#579

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

No. 23091

DATE 6/11/03 ACCOUNT [illegible]

AMOUNT $ 130.00

RECEIVED FROM: [illegible]

FOR: [illegible]
CHK # 21553 & # 21554

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

Item 579

PAID RECEIPT
BUSINESS ACTUAL TIME DRW
6/12/2003 6/11/2003 14:43:53 4
REG WS06 WALKIN KMCN KAH
RECEIPT # 162826 6/11/2003 OFLN
DEPT 5 528 ZONING VERIFICATION
CR NO. 023091
Recpt Tot $130.00
130.00 CK .00 CA
Baltimore County, Maryland

CASHIER'S VALIDATION

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. #03-579-SPH
3500 Hess Road
N/west corner of Hess Road and Hutchins Mill Road
10th Election District – 3rd Councilmanic District
Legal Owner(s): Eleanor T. Schapiro

Special Hearing: to permit the non-conforming status of the two existing dwellings at 3322 and 3326 Hess Road, to confirm the status of the existing tenant house, to confirm the density of the parcel of two lots, to approve the creation of the proposed 4-acre lot for building purposes, and to approve the use of the existing 10 foot wide stone driveway to serve the proposed house in-lieu of the required 16-foot wide durable and dustless surface driveway.

Hearing(s): Wednesday, August 27, 2003 at 11:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue.

LAWRENCE E SCHMIDT
Zoning Commissioner for Baltimore County

NOTES: (1) Hearings are Handicapped Accessible; for special 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 8/646 Aug 12 C620144

CERTIFICATE OF PUBLICATION

8/14/, 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 8/12/, 2003.

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

S Wilkinson

LEGAL ADVERTISING

CERTIFICATE OF POSTING

Date: August 11, 2003

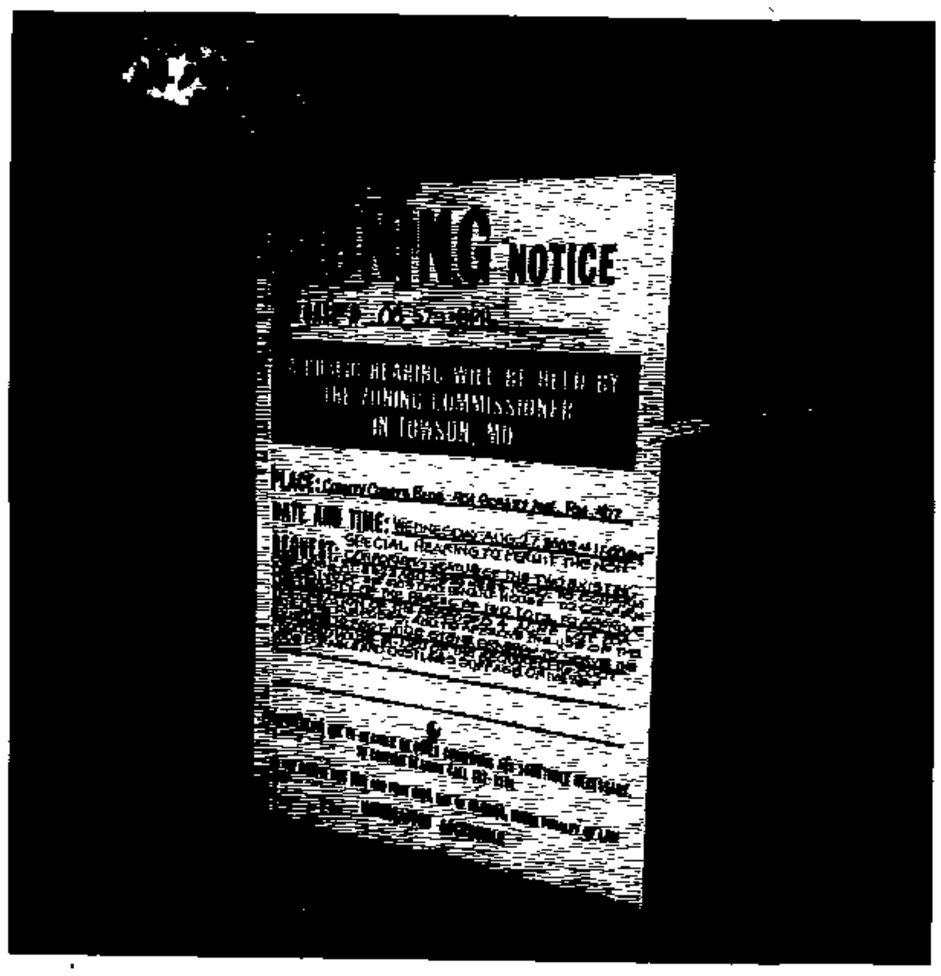
RE: Case Number 03-579 SPH

Petitioner/Developer: Eleanor T. Schapiro

Date of Hearing/Closing: August 27, 2003

This is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at 3500 Hess Road

The sign(s) were posted on August 8, 2003
(Month, Day, Year)



J. Lawrence Pilson
(Signature of Sign Poster)

J. Lawrence Pilson
(Printed Name of Sign Poster)

McKee and Associates, Inc.
5 Shawan Road, Suite 1
(Street Address of Sign Poster)

Cockeysville, MD 21030
(City, State, Zip Code of Sign Poster)

(410) 527-1555
(Telephone Number of Sign Poster)

Revised 3/1/01 - SCJ

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

July 3, 2003

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: 03-579-SPH
3500 Hess Road
N/west corner of Hess Road and Hutchins Mill Road
10th Election District – 3rd Councilmanic District
Legal Owner: Eleanor T. Schapiro

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Hearings: Wednesday, August 27, 2003 at 11:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue.

Timothy Kotroco

Timothy Kotroco
Director

TK:rlh

C: Howard L. Alderman, Levin & Gann, 502 Washington Avenue, 8th Floor, Towson 21204
Eleanor T. Shapiro, 3500 Hess Road, Monkton 21111
Geoffrey Schultz, McKee & Associates, 5 Shawn Road, Suite 1, Cockeysville 21030

NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY TUESDAY, AUGUST 12, 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, August 12, 2003 Issue - Jeffersonian

Please forward billing to:
Eleanor T. Schapiro
3500 Hess Road
Monkton, MD 21111

410-771-4852

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: 03-579-SPH
3500 Hess Road
N/west corner of Hess Road and Hutchins Mill Road
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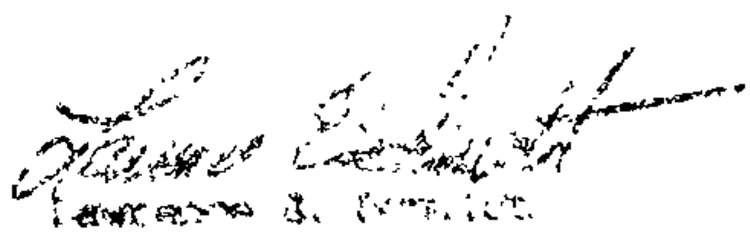
Special Hearing to permit the non-conforming status of the two existing dwellings at 3322 and 3326 Hess Road, to confirm the status of the existing tenant house, to confirm the density of the parcel of two lots, to approve the creation of the proposed 4-acre lot for building purposes, and to approve the use of the existing 10 foot wide stone driveway to serve the proposed house in-lieu of the required 16-foot wide durable and dustless surface driveway.

Hearings: Wednesday, August 27, 2003 at 11:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue.



LAWRENCE E. SCHMIDT
ZONING COMMISSIONER FOR BALTIMORE COUNTY

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

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: 03-579-SPH

Petitioner: Eleanor T. Schapiro

Address or Location: 3500 Hess Road

PLEASE FORWARD ADVERTISING BILL TO:

Name: Eleanor T. Schapiro

Address: 3500 Hess Road

Monkton, Maryland 21111

Telephone Number: (410) 771-4852

Revised 2/20/98 - SCJ

Baltimore County
Department of Permits and
Development Management

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

August 25, 2003

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

Dear Mr. Alderman:

RE: Case Number: 03-579-SPH, 3500 Hess Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on June 10, 2003.

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:klm

Enclosures

c: People's Counsel
Eleanor Schapiro, 3500 Hess Road, Monkton 21030
Geoffrey Schultz, McKee & Assoc., 5 Shawan Rd., Ste. 1, Cockeysville 21030

Baltimore County
Zoning Commissioner

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

August 27, 2003

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

Re: Petition for Special Hearing
Case No. 03-579-SPH
Property: 3500 Hess Road

Dear Mr. Alderman:

At the hearing on August 27, 2003 regarding the above-captioned case, you asked verbally that I consider alternative relief finding either that non-conforming dwellings do not count toward the number of lots in R.C.2 zones or that you can use the number of lots from the other three parcels owned by Ms. Schapiro in a non-density transfer. In regard to the second approach, I realize you show the other three parcels in Sheet 4 of Exhibit 6, but I am concerned one would have to listen to the recording of the hearing to understand your request for this second approach. It would be very helpful if you would submit an amended petition clearly differentiating the alternative relief being requested and specifically submitting a new plan incorporating all four parcels in your second approach.

Please let me know if you would agree to this request.

Very truly yours,

John V. Murphy
Deputy Zoning Commissioner

JVM:raj
Enclosure

c: Peter Max Zimmerman
People's Counsel

Baltimore County
Fire Department

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

County Office Building, Room 111
Mail Stop #1105
111 West Chesapeake Avenue
Towson, Maryland 21204

July 1, 2002

ATTENTION: Rebecca Hart

Distribution Meeting of: June 30, 2003

Item No.: 577-580, 583-588, 590-601

Dear Ms. Hart:

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.

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

cc: File

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on Recycled Paper

Visit the County's Website at www.baltimorecountyonline.info

Robert L. Ehrlich, Jr., *Governor*
Michael S. Steele, *Lt. Governor*

SHA
State Highway Administration
Driven to Excel

Robert L. Flanagan, *Secretary*
Neil J. Pedersen, *Acting Administrator*

MARYLAND DEPARTMENT OF TRANSPORTATION

Date: 7.1.03

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

RE: Baltimore County
Item No. 579 BR

Dear. Ms. Hart:

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

gpk 8/27

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Timothy M. Kotroco, Director
Department of Permits and
Development Management

DATE: July 8, 2003

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

SUBJECT: Zoning Advisory Petition(s): **Case 03-579 and 03-596**

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

Prepared by: Mark A Cunningham

Section Chief: Kathy Schlabach

AFK/LL:MAC

RECEIVED

JUL - 9 2003

ZONING COMMISSIONER

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Timothy M. Kotroco, Director
Department of Permits &
Development Management

DATE: September 5, 2003

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

SUBJECT: Zoning Advisory Committee Meeting
For July 7, 2003
Item No. 579

The Bureau of Development Plans Review has reviewed the subject-zoning item.

In conformance with Federal Flood Insurance requirements, the first floor or basement floor must be at least 1 foot above floodplain elevation in all construction.

RWB:CEN:jrb

cc: File

RE:	PETITION FOR SPECIAL HEARING 3500 Hess Road; NW corner of Hess Road and Hutchins Mill Road 10th Election & 3rd Councilmanic Districts Legal Owner(s): Eleanor T Schapiro Petitioner(s)	* * * * * *	BEFORE THE ZONING COMMISSIONER FOR BALTIMORE COUNTY 03-579-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

RECEIVED
JUL 03 2003

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of July, 2003, a copy of the foregoing Entry of Appearance was mailed to Geoffrey C. Schultz, McKee and Associates, Inc, 5 Shawan Road, Suite 1, Cockeysville, MD, 21030 and to Howard L Alderman, Levin & Gann, P.A., 502 Washington Avenue, 8th Floor, Towson, MD 21204, Attorney for Petitioner(s).

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

NOTE TO FILE

Applicant was advised of the following:

1. Client is requesting approval of 4 density units (3322, 3326, 3500 Hess Road, and the proposed SFD) excluding the tenant house for property zoned RC-2, which would allow only 2 density units. The zoning order should specify that the non-conforming dwellings do not equate to density units.
2. Per Section 1A01.3.B.4 (BCZR) only one principal dwelling is permitted on any lot in an RC-2 zone. The zoning order should state that the non-conforming dwellings are subject to Section 104 (BCZR).
3. The panhandle driveway needs to be addressed as a variance. The County Code Section 26-266(4) states, "In any RC zone, the panhandle length shall not exceed one thousand (1,000) feet. The maximum permitted length of a panhandle is subject to variance under section 307 of the zoning regulations".
4. A request to construct the extension of the existing driveway with stone requires a waiver from Section 26-266(8) Baltimore County Code approved by the Director of Planning.

Bruno Rudaitis
Planner II
Zoning review

#579

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)

September 9, 2003

RECEIVED
SEP 10 2003
ZONING COMMISSIONER

The Honorable John V. Murphy,
Deputy Zoning Commissioner for
Baltimore County
401 Bosley Avenue, Suite 405
Towson, Maryland 21204

Re: Petition for Special Hearing
Case No.: 03-579-SPH
3500 Hess Road

Dear Mr. Murphy:

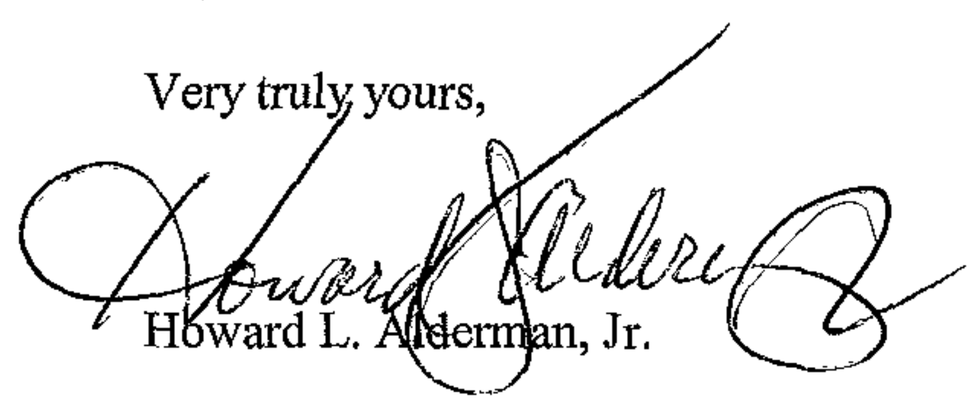
I am in receipt of your letter dated August 27, 2003 pertaining to the above-referenced property and the hearing held thereon. In response to the "Alternative relief" as depicted on Sheet No. 4 of Exhibit 6, I am enclosing with this letter the following as requested:

1. The amended Petition more clearly defining the alternative relief sought; and

2. An enlargement of Sheet No. 4 of Exhibit 6 which has been labeled "Density Plat" and which has attached to it the "Alternative Relief" and an explanation thereof.

Upon your receipt and review of this letter and its enclosures, should you need additional information to render a favorable decision in this case, please do not hesitate to contact me.

Very truly yours,



Howard L. Alderman, Jr.

HLA/pal
Enclosure
c/enc: Ms. Eleanor T. Schapiro
Geoffrey C. Schultz, PLS (w/ Amended Petition only)
G:\Clients\Schapiro, Eleanor T. (14320)\murphy-j.ltr.wpd

f. Spirits manufacture, including the manufacture of alcohol to be used in gasoline/alcohol mixtures, but excluding the production of these mixtures. **[Bill Nos. 178-1979; 51-1993]**

g. Firewood operations. **[Bill No. 151-1992]**

h. Winery, including accessory retail and wholesale distribution of wine produced on-premises. Temporary promotional events, such as wine tastings or public gatherings associated with the winery, are permitted, within any limits set by the special exception. **[Bill No. 51-1993]**

i. Bottled water plant, if the source of the water is located on the same site as the plant, and provided that the Director of Environmental Protection and Resource Management makes a recommendation that the proposed facility will not adversely affect the quality or capacity of surface water or groundwater. **[Bill No. 51-1993]**

1A01.3 Height and area regulations.

A. Height regulation. No structure hereafter erected in an R.C.2 Zone shall exceed a height of 35 feet, except as otherwise provided under Section 300.

B. Area regulations. **[Bill No. 178-1979]**

1. Subdivision lot density. No lot of record lying within an R.C.2 Zone and having a gross area of less than two acres may be subdivided. No such lot having a gross area between two and 100 acres may be subdivided into more than two lots (total), and such a lot having a gross area of more than 100 acres may be subdivided only at the rate of one lot for each 50 acres of gross area. In cases where land in 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 shall not be considered separate parcels for the purpose of calculating the number of lots of record, with the exception that any zoning petition site plan, subdivision plan or record plat filed with or approved by the county between November 27, 1979, and October 1, 1990, shall not be so affected and be considered valid, provided as to any zoning petition pending on appeal, that it be upheld on appeal. **[Bill No. 199-1990]**

2. Lot size. A lot having an area less than one acre may not be created in an R.C.2 Zone.

3. Setback requirements. No principal structure or dwelling (whether or not it is a principal structure) in an R.C.2 Zone may be situated within 75 feet of the center line of any street or within 35 feet of any lot line other than a street line.

4. Principal dwellings per lot. No more than one principal dwelling is permitted on any lot in an R.C.2 Zone.

1A01.4 Maryland Agricultural Land Preservation Program. The use or development of land in an agricultural district established in accordance with § 2-509 of the Agricultural

1A01.3.B.1 SUBDIVIDING EXISTING LOTS

a. Subdivision or further subdividing of legally existing R.C.-2 zoned lots of record prior to Bill 178-79 (effective 11/25/79) is permitted provided that:

(1) only the most recent deed shall be used to determine the number of lots of record and that;
(2) the lots recorded met the existing zoning regulations at that time.

b. If the property is recorded by multiple deeds or the deed contains multiple parcels, or the subdivision needs further clarification, the following information must be provided:

(1) A scaled site plan showing the boundaries of the parcel as they were on November 25, 1979 with the zone line plotted upon it.
(2) Drawings showing any changes in boundary and/or ownership since that time.
(3) All deeds recorded that show change in boundaries or ownership.
(4) A letter stating the devolution of title and what is being requested.
(5) Drawings should be color-coded to match accompanying deed.
(6) All of the above should be signed and sealed by a surveyor, engineer or title attorney and must be submitted for review at least 15 working days prior to zoning approval or the C.R.G. meeting.

c. When legally existing parcels or deeds qualify to be subdivided or resubdivided, each separate parcel must be subdivided individually.

d. If the intent is to reconfigure the existing lots, the main purpose <u>must</u> be for the protection and preservation of farm land and not to create "more uniform" lots for homesites.

e. Persons shall be advised to read both the Circuit Court and the Court of Special Appeals Cases for Steven H. Gudeman, et ux, All Parties v. People's Counsel for Baltimore County.

1A01.3.B.3 See 103.3.A, ZCPM, Method of Measuring Setbacks, Page 1-43.1

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)

August 28, 2003

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME	TELEFAX NO.
Geoffrey C. Schultz, PLS c: The Honorable John V. Murphy Esquire	410-527-1563 410-887-~~3868~~ 3468

FROM: HOWARD L. ALDERMAN, JR., ESQUIRE

NUMBER OF PAGES [INCLUDING THIS COVER PAGE]: 2

CLIENT/MATTER: Eleanor T. Schapiro **Case No. 03-579-SPH/3500 Hess Road**

COMMENTS: **Geoff: we need to submit to the Deputy Zoning Commissioner a "full size" drawing depicting the four parcels which comprise the complete holdings of Eleanor Schapiro. The parcel which is improved and from which the 3.0 acre parcel is to be created should be outlined in bold. Additionally, the proposed transfer of one lot (not Density Unit) has to be identified – from which of the other three parcels is the lot density being transferred – you and Ms. Schapiro must pick. I would suggest that a table, similar to that which follows be shown clearly on the drawing to be submitted. *I WOULD LIKE YOUR RESPECTIVE COMMENTS ON THE INFORMATION/STRUCTURE OF THE TABLE BEFORE IT IS AFFIXED TO THE REQUESTED DRAWINGS.* Once prepared, please send me three copies, each of which bears your professional seal. Thanks.**

[x] ORIGINAL WILL NOT BE MAILED

If you do not receive all of the pages indicated above, please call 321-0600 as soon as possible. My return FAX Number is (410) 296-2801.

WARNING: UNAUTHORIZED INTERCEPTION OF THIS TELEFAX COMMUNICATION COULD BE A VIOLATION OF FEDERAL AND MARYLAND LAW.

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Robert L. Ehrlich, Jr.
Governor

Michael S. Steele
Lt. Governor

MDP
Maryland Department of Planning

Audrey E. Scott
Secretary

Florence E. Burian
Deputy Secretary

July 1, 2003

Ms. Rebecca Hart
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, 07/07/03 re: case numbers 03-577-A, 03-578-A, 03-579-SPH, 03-580-SPHA, 03-583-A, 03-584-A, 03-585-SPHXA, 03-586-SPH, 03-587-A, 03-588-A, 03-589-SPH, 03-590-A, 03-591-A, 03-592-A, 03-593-A, 03-594-A, 03-595-SPH, 03-596-SPH, 03-597-A, 03-598-SPHA, 03-599-A, 03-600-HAS & 03-601-A**

Dear Ms. Hart:

The Maryland Department of Planning has received the above-referenced information on 07/01/03. The information has been submitted to Mr. Mike Nortrup.

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

Sincerely,

James R. Gatto
Manager
Metropolitan Planning
Planning Services

cc: Mike Nortrup

PLEASE PRINT CLEARLY

CASE NAME HESS RD.
CASE NUMBER 03-579 SPH
DATE 8/27/03

PETITIONER'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL
Howard L. Alderman, Jr, Esq.	Levin & Gann, PA 502 Washington Ave., Suite 800	Towson, MD 21204	halderman@LevinGann.com
Eleanor L. Schapiro	3500 Hess Rd. Monkton	Md. 21111	ETSMFH@AOL.com
GEOFFREY C. SCHULTZ	5 SHAWAN ROAD	COCKEYSVILLE 21030	

RESIDENTIAL WORKSHEET - REASSESSMENT YEAR

1 PROPERTY ADMINISTRATIVE DATA

Account No.	04 10 1019008470			Dwelling No:	1	Grade	6
Map/Gr/Par/Sec/Bl/Lt	29 / 18 / 31 / / /	CamaSet	10.03	MVI/Model No	37	Condition	Average
District / Card Seq	10 / 00501-000-00-00	CamaSubset	35	Occupancy	Dual Use (D)	DwellingType	Standard Unit
Owner's Name	SCHAPIRO JOHN D			Curtilage	370500	Foundation Area	2632
Address	3500 HESS RD			Land Use	Agricultural	Enclosed Area	5264
	00000			Valued by	440	Sec. 1 Perimeter	288
				Year built	0	Total Perimeter	288

2 DWELLING COST CALCULATION

SEC.	STORY	TYPE	LENGTH	WIDTH	SQUARE FEET	RATE	COST
1	2 Story No Basement	Brick			2,632	136.70	359,786

3 SUBTOTAL: DWELLING SQUARE FOOT COST

359,780

4 OTHER CHARGES

ITEM	LENGTH	WIDTH	SIZE/UNITS	RATE	COST
Roof - Slate			2,632	1.85	4,869
Heat - HotWaterRadiator					
Baths (Over Allowance)			4	2,900.00	11,600
Fireplace - 2 Story Brick			4	3,825.00	15,300
Porch - 1 Story Open			358	25.00	8,950
Enclosed Porch			286	37.50	10,725
Room Over			816	38.20	31,171

5 SUBTOTAL: OTHER CHARGES

82,610

6 TOTAL DWELLING BASE COST

442,390

Cost Index	x	1.23
Replacement Cost New (RCN)		544,140
Less Depreciation	47%	-255,745
Subtotal: RCN Less Depreciation		288,390
Market Value Index	x	1.00

7 DWELLING VALUE

288,390

Pet #2

RE[illegible]NTIAL WORKSHEET - REASSESSMENT YEA[illegible]02

1 PROPERTY ADMINISTRATIVE DATA

				Dwelling No:	2	Grade	3
Account No.	04 10 1019008470			MVI/Model No	254	Condition	Average
Map/Gr/Par/Sec/Bl/Lt	29 / 18 / 31 / / /	CamaSet	10.03	Occupancy		DwellingType	Standard Unit
District / Card Seq	10 / 00501-000-00-00	CamaSubset	35	Curtilage	370500	Foundation Area	816
Owner's Name	SCHAPIRO JOHN D			Land Use		Enclosed Area	1224
Address	3500 HESS RD			Valued by	440	Sec. 1 Perimeter	116
	00000			Year built	0	Total Perimeter	116

2 DWELLING COST CALCULATION

SEC.	STORY	TYPE	LENGTH	WIDTH	SQUARE FEET	RATE	COST
1	1.5 Story With Basement	Frame			816	76.40	62,345

3 SUBTOTAL: DWELLING SQUARE FOOT COST 62,340

4 OTHER CHARGES

ITEM	LENGTH	WIDTH	SIZE/UNITS	RATE	COST
Roof - Composition Shingle					
Heat - HotWaterRadiator					
Porch - 1 Story Open			84	21.80	1,831

5 SUBTOTAL: OTHER CHARGES 1,830

6 TOTAL DWELLING BASE COST 64,170

Cost Index	x	1.23
Replacement Cost New (RCN)		78,929
Less Depreciation	45%	-35,518
Subtotal: RCN Less Depreciation		43,410
Market Value Index	x	1.00

7 DWELLING VALUE 43,410

RE[illegible]ENTIAL WORKSHEET - REASSESSMENT YEA[illegible]02

1 PROPERTY ADMINISTRATIVE DATA

				Dwelling No:	3	Grade	3
Account No.	04 10 1019008470			MVI/Model No	254	Condition	Average
Map/Gr/Par/Sec/Bl/Lt	29 / 18 / 31 / / /	CamaSet	10.03	Occupancy		DwellingType	Standard Unit
District / Card Seq	10 / 00501-000-00-00	CamaSubset	35	Curtilage	370500	Foundation Area	992
Owner's Name	SCHAPIRO JOHN D			Land Use		Enclosed Area	1200
Address	3500 HESS RD			Valued by	440	Sec. 1 Perimeter	84
	00000			Year built	0	Total Perimeter	132

2 DWELLING COST CALCULATION

SEC.	STORY	TYPE	LENGTH	WIDTH	SQUARE FEET	RATE	COST
1	1.5 Story With Basement	Frame			416	95.97	39,922
2	1 Story No Basement	Frame			576	48.18	27,749

3 SUBTOTAL: DWELLING SQUARE FOOT COST

67,670

4 OTHER CHARGES

ITEM	LENGTH	WIDTH	SIZE/UNITS	RATE	COST
Roof - Composition Shingle					
Heat - HotWaterRadiator					
Porch - 1 Story Open			320	21.80	6,976

5 SUBTOTAL: OTHER CHARGES

6,970

6 TOTAL DWELLING BASE COST

74,640

Cost Index	x	1.23
Replacement Cost New (RCN)		91,807
Less Depreciation	45%	-41,313
Subtotal: RCN Less Depreciation		50,490
Market Value Index	x	1.00

7 DWELLING VALUE

50,490

RE[illegible]NTIAL WORKSHEET - REASSESSMENT YEA[illegible]2

1 PROPERTY ADMINISTRATIVE DATA

				Dwelling No:	4	Grade	3
Account No.	04 10 1019008470			MVI/Model No	254	Condition	Average
Map/Gr/Par/Sec/Bl/Lt	29 / 18 / 31 / / /	CamaSet	10.03	Occupancy		DwellingType	Standard Unit
District / Card Seq	10 / 00501-000-00-00	CamaSubset	35	Curtilage	370500	Foundation Area	616
Owner's Name	SCHAPIRO JOHN D			Land Use		Enclosed Area	1232
Address	3500 HESS RD			Valued by	440	Sec. 1 Perimeter	100
	00000			Year built	0	Total Perimeter	100

2 DWELLING COST CALCULATION

SEC.	STORY	TYPE	LENGTH	WIDTH	SQUARE FEET	RATE	COST
1	2 Story With Basement	Frame			616	98.42	60,626

3 SUBTOTAL: DWELLING SQUARE FOOT COST

60,620

4 OTHER CHARGES

ITEM	LENGTH	WIDTH	SIZE/UNITS	RATE	COST
Roof - Composition Shingle					
Heat - HotWaterRadiator					
Porch - 1 Story Open			238	21.80	5,188

5 SUBTOTAL: OTHER CHARGES

5,180

6 TOTAL DWELLING BASE COST

65,800

Cost Index	x	1.23
Replacement Cost New (RCN)		80,934
Less Depreciation	49%	-39,657
Subtotal: RCN Less Depreciation		41,270
Market Value Index	x	1.00

7 DWELLING VALUE

41,270

RESIDENTIAL WORKSHEET - REASSESSMENT YEAR 2002

1 PROPERTY ADMINISTRATIVE DATA

				Dwelling No:	1	Grade	0
Account No.	04 10 1019008471			MVI/Model No	0	Condition	NoData
Map/Gr/Par/Sec/Bl/Lt	29 / 18 / 31 / / /	CamaSet	10.03	Occupancy	Non-owner (N)	DwellingType	NoData1
District / Card Seq	10 / 00503-000-00-00	CamaSubset	35	Curtilage	0	Foundation Area	0
Owner's Name	SCHAPIRO JOHN D			Land Use	Agricultural	Enclosed Area	0
Address	0 OLD YORK RD			Valued by	440	Sec. 1 Perimeter	0
	00000			Year built	0	Total Perimeter	0

3 SUBTOTAL: DWELLING SQUARE FOOT COST

0

4 OTHER CHARGES

ITEM	LENGTH	WIDTH	SIZE/UNITS	RATE	COST

5 SUBTOTAL: OTHER CHARGES

0

6 TOTAL DWELLING BASE COST

0

7 DWELLING VALUE

0

8 ACCESSORY STRUCTURES

TYPE (YEAR	GRADE	LENGTH	WIDTH	SIZE/UNITS	RATE	DEPR	COST

9 TOTAL ACCESSORY STRUCTURES VALUE

0

10 TOTAL IMPROVEMENT VALUE

0

11 LAND VALUATION

LAND TYPE	Land 1	SIZE Acre	RATE	ADJUSTMENT	COST
Class3		8.07			1,109
Total Land Size		8.07			

12 TOTAL LAND VALUE

1,100

13 TOTAL PROPERTY VALUE

1,100

REMARKS

RESIDENTIAL WORKSHEET - REASSESSMENT YEAR 2002

1 PROPERTY ADMINISTRATIVE DATA

				Dwelling No:	1	Grade	0
Account No.	04 10 1019008472			MVI/Model No	0	Condition	NoData
Map/Gr/Par/Sec/Bl/Lt	29 / 18 / 31 / / /	CamaSet	10.03	Occupancy	Non-owner (N)	DwellingType	NoData1
District / Card Seq	10 / 00502-000-00-00	CamaSubset	35	Curtilage	0	Foundation Area	0
Owner's Name	SCHAPIRO JOHN D			Land Use	Agricultural	Enclosed Area	0
Address	0 HESS RD			Valued by	440	Sec. 1 Perimeter	0
	00000			Year built	0	Total Perimeter	0

3 SUBTOTAL: DWELLING SQUARE FOOT COST

0

4 OTHER CHARGES

ITEM	LENGTH	WIDTH	SIZE/UNITS	RATE	COST

5 SUBTOTAL: OTHER CHARGES

0

6 TOTAL DWELLING BASE COST

0

7 DWELLING VALUE

0

8 ACCESSORY STRUCTURES

TYPE (YEAR	GRADE	LENGTH	WIDTH	SIZE/UNITS	RATE	DEPR	COST

9 TOTAL ACCESSORY STRUCTURES VALUE

0

10 TOTAL IMPROVEMENT VALUE

0

11 LAND VALUATION

LAND TYPE	Land 0	SIZE Acre	RATE	ADJUSTMENT	COST
Class3		*22.06*			4,412
Total Land Size		22.06			

12 TOTAL LAND VALUE

4,410

13 TOTAL PROPERTY VALUE

4,410

REMARKS

Change from FCMA to farm

EFF 97-98 MIN CLASS 3 AG USE $100/AC; W/W 10-10-19-008470

```
B39290 REAL PROPERTY DISPLAY   BALTIMORE COUNTY          08/25/2003   PAGE 02
* VALUES *
ACCOUNT NO: 10 1019008472   NAME KEY: SCHAPIRO JOHN D              GEO CODE: 81
BASE FCV            CURRENT FCV       2004 PHASE-IN 3          2004 ASSESSMENTS
LAND:        1650   LAND:        1650  TOTAL:       1650         TOTAL :      1650
IMPT:           0   IMPT:           0  PREF :       1650         PREF  :      1650
TOTL:        1650   TOTL:        1650  CKBR :          0         CBKR  :         0
PREF:        1650   PREF:        1650                     COUNTY CREDIT:         0
CKBR:           0   CKBR:           0  ASSMT NOTICE      STATE CREDIT:         0
ASSESSOR: 0497      ASSESSOR:  0440    CODE  :           MUNIC CREDIT          0
VALUED: 09/2000     INSPECT: 05/2001   DATE CHANGED     CREDIT STATUS:
                    VALUED:  05/2001   VALUE : 09/30/2000
                    INSPECT CD:        CREDIT:                  2003 ASSESSMENTS
PARTIAL EXEMPT      PERMIT CD:                                   TOTAL :      1650
COUNTY: 000          FUTURE LAND:          0   00/0000          PREF  :      1650
ASSMT :          0          IMPT:          0   0000             CBKR  :         0
STATE : 000                 TOTL:          0              COUNTY CREDIT:         0
ASSMT :          0          PREF:          0               STATE CREDIT:         0
MUNICI: 000                                                 MUNIC CREDIT:         0
ASSMT :          0  ENTERPRISE ZONE BASE:          0   CREDIT STATUS: X
                                DATE:
F1 = PRIMARY        F5 = TAX/NEW CONS  F8 = NOTICES      F11= APPEALS
F3 = LOCATION       F6 = ENTRY SCREEN                    F13= INTAKE SHEET
F4 = TRANSFERS                         F10= PERMITS      F14= HIST
```

RESIDENTIAL WORKSHEET - REASSESSMENT YEAR 2

1 PROPERTY ADMINISTRATIVE DATA

Account No.	04 10 1019008473			Dwelling No:	1	Grade	0
Map/Gr/Par/Sec/Bl/Lt	29 / 18 / 31 / / /	CamaSet	10.03	MVI/Model No	0	Condition	NoData
District / Card Seq	10 / 00504-000-00-00	CamaSubset	35	Occupancy	Non-owner (N)	DwellingType	NoData1
Owner's Name	SCHAPIRO JOHN D			Curtilage	0	Foundation Area	0
Address	0 HESS RD			Land Use	Agricultural	Enclosed Area	0
	00000			Valued by	440	Sec. 1 Perimeter	0
				Year built	0	Total Perimeter	0

3 SUBTOTAL: DWELLING SQUARE FOOT COST 0

4 OTHER CHARGES

ITEM	LENGTH	WIDTH	SIZE/UNITS	RATE	COST

5 SUBTOTAL: OTHER CHARGES 0

6 TOTAL DWELLING BASE COST 0

7 DWELLING VALUE 0

8 ACCESSORY STRUCTURES

TYPE (YEAR	GRADE	LENGTH	WIDTH	SIZE/UNITS	RATE	DEPR	COST

9 TOTAL ACCESSORY STRUCTURES VALUE 0

10 TOTAL IMPROVEMENT VALUE 0

11 LAND VALUATION

LAND TYPE	Land 0	SIZE Acre	RATE	ADJUSTMENT	COST
Primary		-0.08	0.00		0
Class3		71.58			25,053
Total Land Size		71.50			

12 TOTAL LAND VALUE 25,050

13 TOTAL PROPERTY VALUE 25,050

REMARKS

W/W 10-10-19-008470

Draft 5/9/03

SECOND AMENDMENT OF DEEDS OF CONSERVATION EASEMENT

THIS SECOND AMENDMENT OF DEEDS OF CONSERVATION EASEMENT ("this Second Amendment"), made this _____ day of _____, 2003, by ELEANOR T. SCHAPIRO, having an address at Tally-Ho Farm, 3500 Hess Road, Monkton, Maryland 21111 ("Grantor") and the MARYLAND ENVIRONMENTAL TRUST, having an address at 100 Community Place, First Floor, Crownsville, Maryland 21032-2023 ("Grantee");

WITNESSETH, THAT WHEREAS, by two Deeds of Conservation Easement ("the Easements"), the first dated December 23, 1981 and recorded among the Land Records of Baltimore County, Maryland, in Liber 6356, ff. 482 et seq. (the "First Easement"), and the second dated December 11, 1984 and recorded among the Land Records of Baltimore County, Maryland in Liber 6835, ff. 674 et seq., ("the Second Easement"), John D. Schapiro and Eleanor T. Schapiro subjected to the operation and effect of the restrictive provisions of the Easements all of that land which is described in Exhibit A of ~~the~~both Easements ("the Properties"); and

WHEREAS, John D. Schapiro and Eleanor T. Schapiro executed an Amendment to the Easements with the purpose of restricting commercial recreation, dated March 14, 2000, which Amendment was recorded among the Land Records of Baltimore County, Maryland in Liber 14538, ff. 034, et seq.;

WHEREAS, John D. Schapiro died testate on _____, leaving the Properties solely to Grantor; (Roger, this is for you to fix. . .) Do you need the will, etc., etc.?

WHEREAS, Grantor and Grantee are willing to execute this Second Amendment to the Easements for the purpose of prohibiting subdivision of the Properties except for the creation of a single lot, imposing limits to the size of all houses on the Properties other than the main residence ("Lindenhope"), prohibiting the construction of an additional tenant house, permitting the construction of a single additional primary residence, ~~permitting the continued use of an apartment above a garage,~~ and restricting timber harvesting;

WHEREAS, Grantee is authorized by the laws of Maryland to accept, hold and administer conservation easements and has the authority and is willing to accept the Easements as amended by the provisions of this Amendment;

NOW, THEREFORE, Grantor and Grantee hereby declare that the Easements shall be and, by this Second Amendment, are hereby amended in the manner hereinafter set forth, and that as an absolute gift with no monetary consideration ($0.00), but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth or set forth in the Easements, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, an addition to the Easements of the nature and character and to the extent hereinafter set forth:

1. A new Paragraph 11 is inserted after Paragraph 10 on page four of the First Easement, and after Paragraph 10 on page four of the Second Easement, as follows:

"The four parcels of which the Properties are composed (namely, the two parcels described in Exhibit A of the First Easement and the two parcels described in Exhibit A of the Second Easement) shall remain in common ownership and shall be conveyed as a single tract; except that a single lot of no more than ~~3~~ acres in size (including an in-fee access strip, if required by Baltimore County) may be subdivided from the Properties for the purpose of construction of the primary residence described in 2., below. The location and boundaries of said lot shall be subject to written approval of Grantee."

~~2.~~2.. A new Paragraph 12 is inserted after the new Paragraph 11 of both Easements, as follows:

"One additional primary residence, only, may be constructed on the Properties. This residence, which shall be located on the 3-acre lot described in paragraph 1., above, shall not exceed a total square footage of four thousand (4,000) square feet. ~~the total square footage of which (~~including enclosed porches and decks, but not including garages and unheated spaces." ~~) shall not exceed 4000 square feet.~~

~~3~~3. Paragraph 9(a), on page three~~3~~ of the First Easement~~,~~ is deleted in its entirety and the following inserted in its place: ~~including the words "provided that a maximum of one additional house may be constructed and that Grantee shall be notified in writing sixty days in advance of such construction", and the following inserted in its place:~~

"(a) Such structure is a new structure which is designed, constructed, and utilized in connection with the continued agricultural uses of the Property; such structure may include a storage shed, barn or fencing."

~~4. Grantor may continue the use of an apartment in the second floor of the brick carriage house labeled "G" on Exhibit B, page 2, of the First Easement; provided, that no expansion of the carriage house or apartment shall be permitted.~~

~~5.~~4 A new Paragraph 13 is inserted after the new Paragraph 12 of the First Easement, as follows:

"The three existing residences described as "Tenant Houses M, P, Q" on Exhibit B, page two, of the First Easement shall not be expanded beyond a total square footage of two thousand (2,500) square feet each (including enclosed porches and decks, but not including garages and unheated spaces)."

~~5.5.~~ A new Paragraph 14 is inserted after the new Paragraph 13 of the First Easement, and a new Paragraph 13 is inserted after the new Paragraph 12 of the Second Easement, as follows: "The location or relocation of any residential structure on the Properties shall be subject to the written approval of Grantee. Grantor shall provide 90 days' notice to Grantee for review of any such location or relocation. However, no relocation of Tenant Houses M, P, Q, as described above, shall be permitted. No residential structure shall be permitted to be built on that section

of the land described in Exhibit A to the First Easement which is south of Hess Road; nor on the land described in Exhibit A to the Second Easement."

~~7.~~6. Paragraph 7., on page three~~3~~ of the Second Easement, is deleted in its entirety and the following inserted in its place:~~. The following new paragraph is inserted:~~

"7. Removal, destruction and cutting of trees is prohibited on the two parcels of land described in Exhibit A hereinto~~ this Second Easement~~, except for (1) removal of wood for use as firewood on the Property, (2) application of sound disease control practices, and (3) maintenance of access roads and trails."

7. Paragraphs 11, 12, 13, 14, 15, 16, 17, and 18 on pages four and five of the First Easement are re-titled to become Paragraphs 15, 16, 17, 18, 19, 20, 21 and 22, respectively. Paragraphs 11, 12, 13, 14, 15, 16, 17, 18, and 19 on pages four and five of the Second Easement are re-titled to become Paragraphs 14, 15, 16, 17, 18, 19, 20, 21, and 22, respectively.

8. Exhibit A of the First Easement is amended by the deletion of the number "193.90" in the description of Parcel No. 2 and the insertion of the number "124" in lieu thereof.

The provisions of the Easements shall for all purposes be, and are hereby, amended in the manner set forth in the provisions of this Second Amendment. Except as is set forth herein, the provisions of the Easements shall hereafter remain in full force and effect, as if this Second Amendment had not been made.

TO HAVE AND TO HOLD unto the Maryland Environmental Trust, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, her survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with~~t~~ the Property.

IN WITNESS WHEREOF, Grantor and Grantee have executed and set their hand and seal in the day and the year first above written.

GRANTOR:

_____(SEAL)
Eleanor T. Schapiro

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2003~~1998~~, before me the subscriber, a Notary Public of the State aforesaid, personally appeared ELEANOR T. SCHAPIRO, known to me (or satisfactorily proven) to be the Grantor of the foregoing Amendment of Deeds of

Conservation Easement and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

_____

Notary Public
My Commission Expires: _____

ACCEPTED BY

THE MARYLAND ENVIRONMENTAL
TRUST AS GRANTEE:

By: _____
John Bernstein, Director

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2003~~1998~~, before me the subscriber, a Notary Public of the State aforesaid, personally appeared JOHN BERNSTEIN, Director of the Maryland Environmental Trust, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.~~known to me (or satisfactorily proven) to be the Director of the Maryland Environmental Trust, and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.~~

WITNESS my hand and Notarial Seal.

_____

Notary Public
My Commission Expires: _____

I hereby certify this deed was prepared and reviewed for legal form and sufficiency by - j? ..<:\..- }-I. Mc) 3+.f- , an attorney admitted to practice by the Court of Appeals of Marylana1.

I hereby certify this deed was prepared and reviewed for legal form and sufficiency by _____, an attorney admitted to practice by the Court of Appeals of Maryland.

_____
Assistant Attorney General

[need BPW signature blocks? But do we?? What property right are we giving up? Really, it's just a clarification of ambiguous language as to the additional residence.]]

McKEE & ASSOCIATES, INC.
Engineering • Surveying • Environmental Planning
Real Estate Development

SCHAPIRO PROPERTY

DEVOLUTION OF TITLE

August 27, 2003

The Schapiro's acquired the Hess Road Property in December 28, 1967 by Deed 4837/703.

That deed consisted of four parcels (see sheet 1 of 4).

Parcel 1	172.48 acres
Parcel 2	22.06 acres
Parcel 3	8.07 acres
Parcel 4	15.95 acres

Included in that deed were three exceptions (see sheet 2 of 4).

Parcel 1	0.85 acres
Parcel 2	13.38 acres
Parcel 3	8.93 acres

Also, by deed 4837/707 immediately following the original deed, a 71.5-acre parcel was created (see sheet 3 of 4).

As a result, the resulting configuration that existed in November 1979 and continues today consists of four parcels (see sheet 4 of 4).

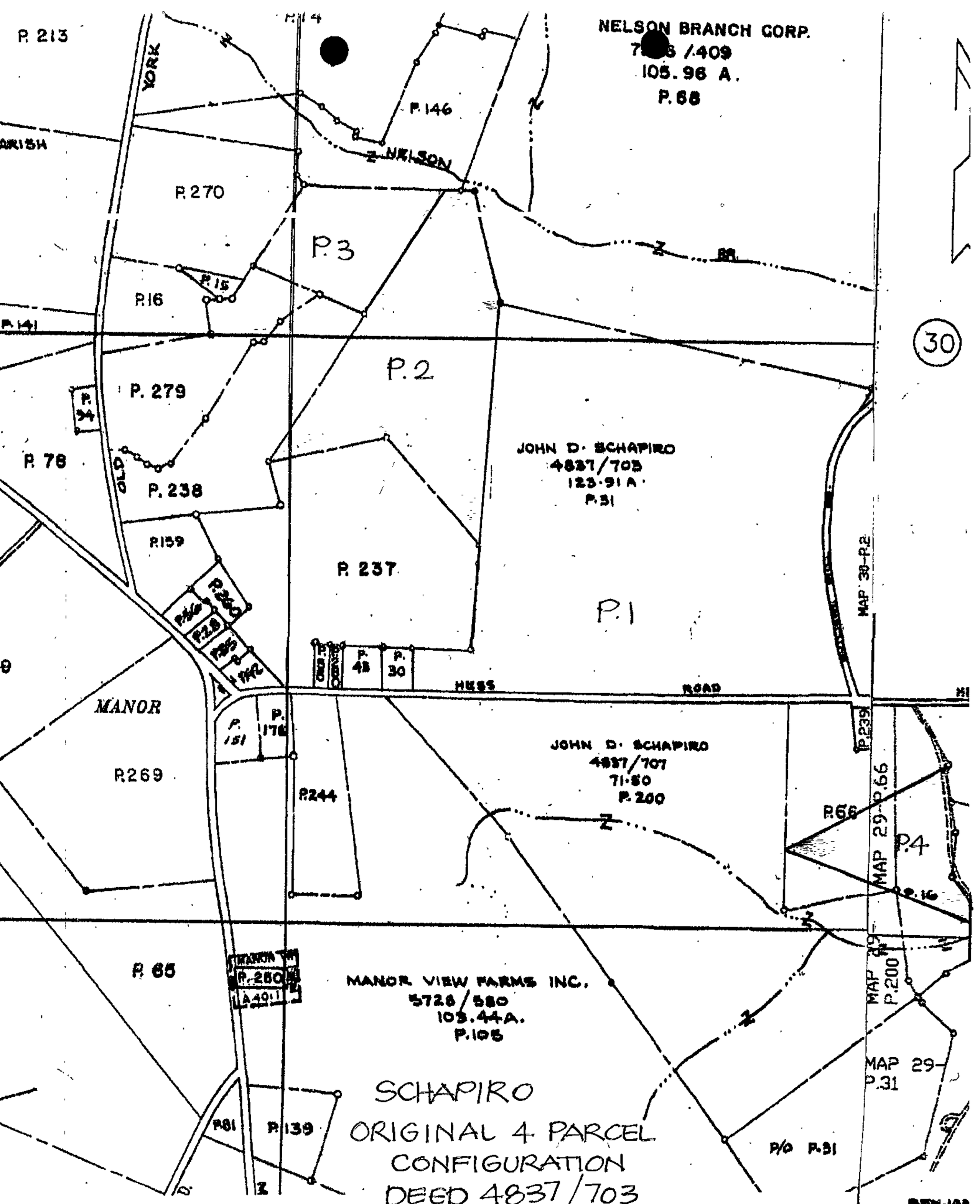
Parcel 1	77.8 acres
Parcel 2	22.06 acres
Parcel 3	8.07 acres
Parcel 4	71.5 acres

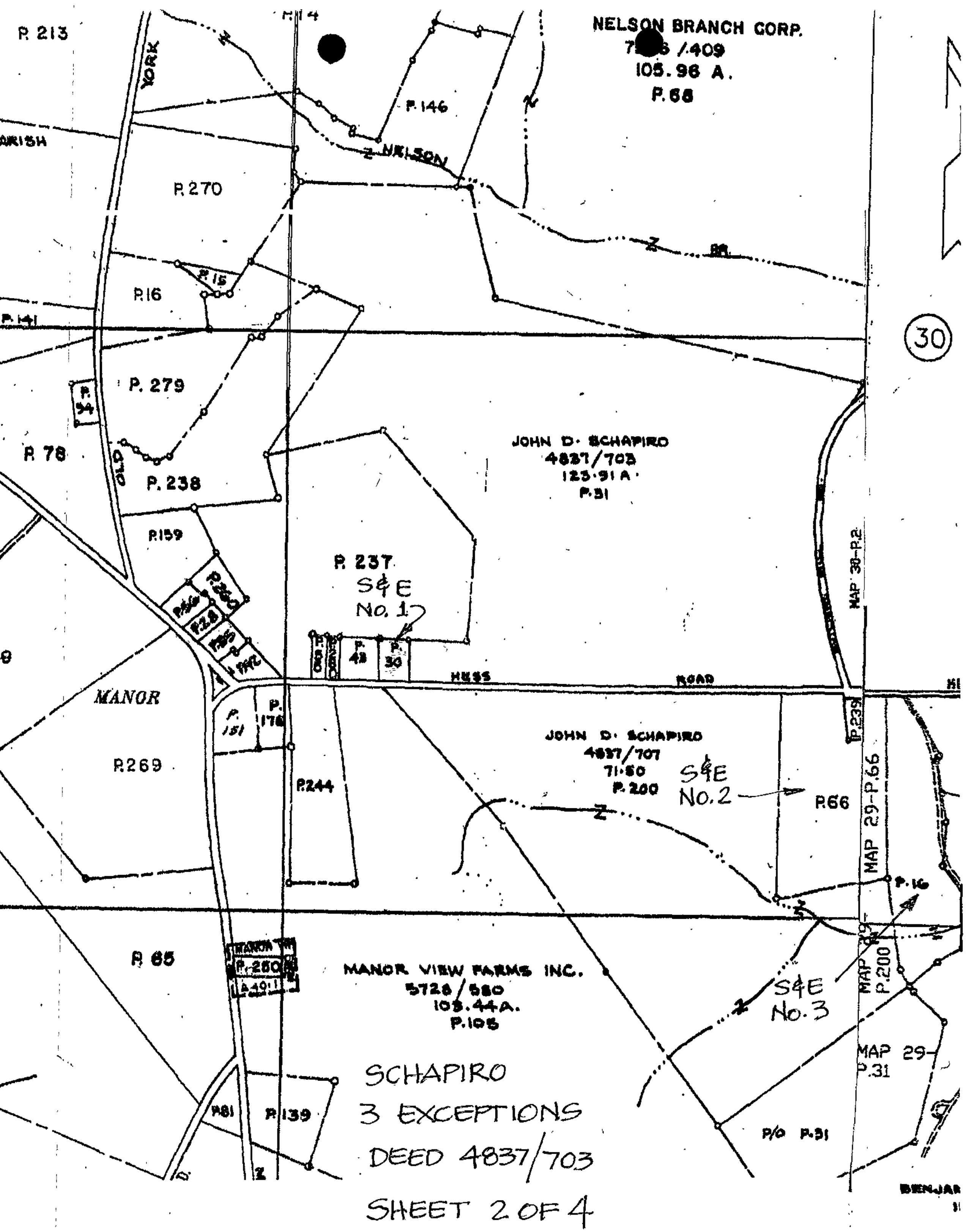
Since each of these parcels existed in November 1979, were zoned RC-2, and consisted of at least 2 acres, they each qualify for 2 lots, for a total density permitted for the Schapiro holdings of 8 lots.

Please note that the areas are based on deeds only, and do not represent surveyed areas.

ALL-STATE LEGAL®
PETITIONER'S EXHIBIT
6

Shawan Place • Suite 1 • 5 Shawan Road • Cockeysville, MD 21030
Tel: 410-527-1555 • Fax: 410-527-1563 • E-Mail: @mckeeinc.com


P. 213
YORK
NELSON BRANCH CORP.
/409
105.96 A.
P. 68
P. 146
NELSON
P. 270
P. 3
P. 15
P. 16
P. 141
P. 2
P. 279
P. 34
P. 78
OLD
P. 238
JOHN D. SCHAPIRO
4837/703
123.91 A.
P. 31
P. 159
P. 237
P. 1
MAP 30-P.2
P. 43
P. 30
HESS
ROAD
MANOR
P. 151
P. 176
P. 239
JOHN D. SCHAPIRO
4837/707
71.50
P. 200
P. 269
P. 244
P. 66
MAP 29-P.66
P. 4
P. 16
P. 65
MANOR
P. 260
A 4011
MANOR VIEW FARMS INC.
5728/580
103.44A.
P. 105
MAP 29-P.200
MAP 29-P.31
P. 81
P. 139
P/O P. 31
SCHAPIRO
ORIGINAL 4 PARCEL
CONFIGURATION
DEED 4837/703
SHEET 1 OF 4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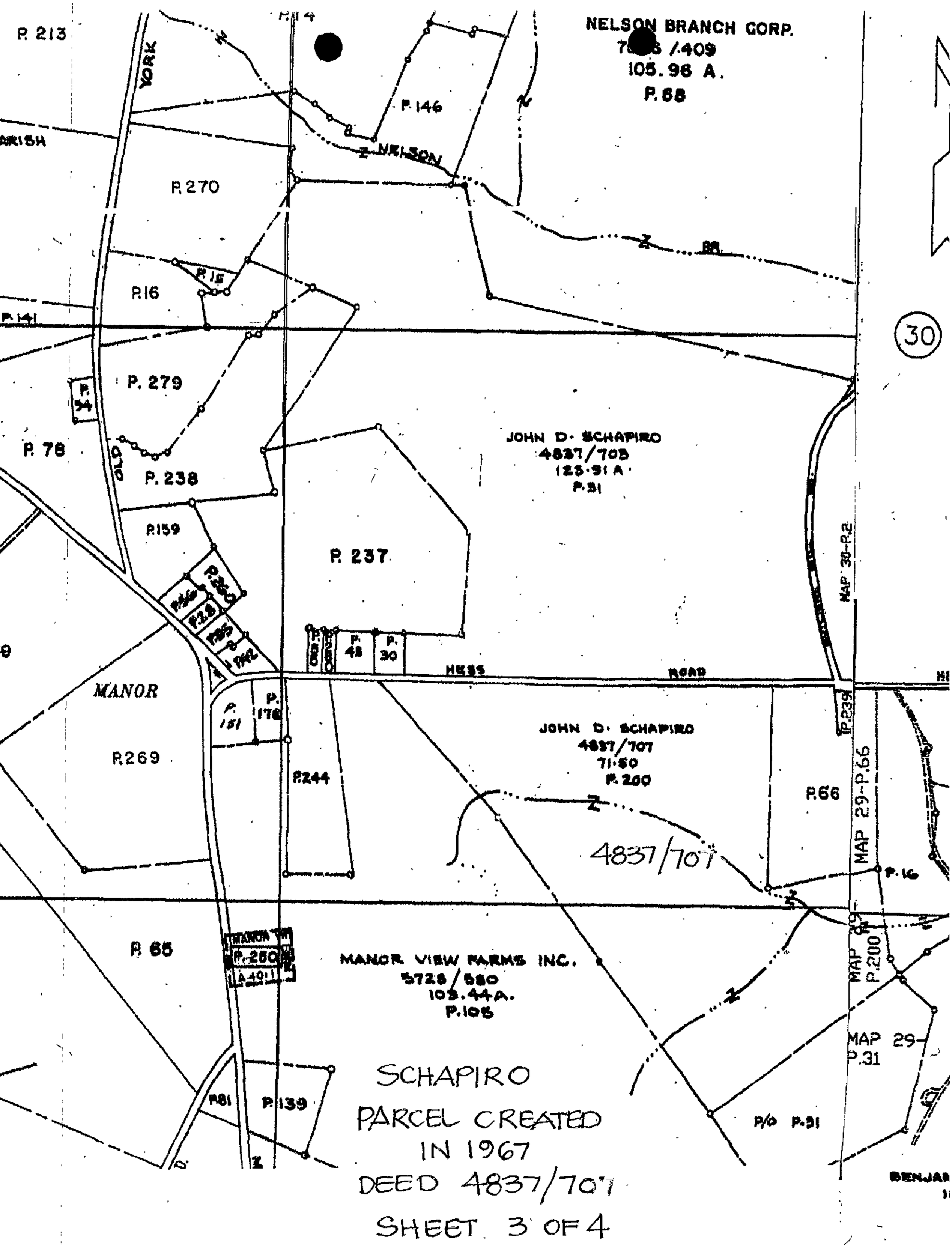
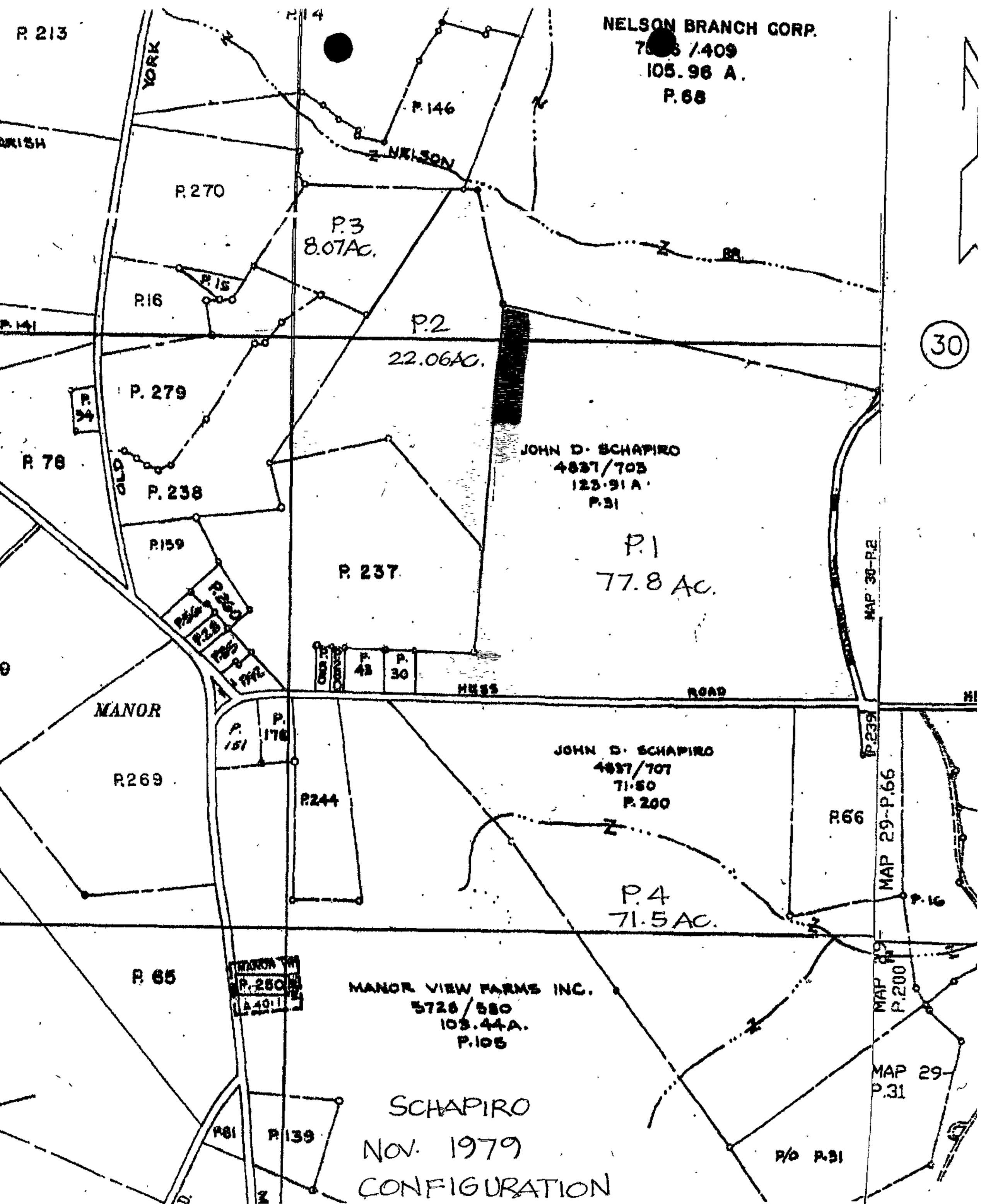
YORK
NELSON BRANCH CORP.
/409
105.96 A.
P.68
P.146
NELSON
P.270
P.15
P.16
P.141
30
P. 279
P. 34
P. 78
OLD
P. 238
JOHN D. SCHAPIRO
4837/703
123.91 A.
P.31
P.159
P. 237
S&E
No. 1
P. 48
P. 30
HESS
ROAD
MAP 38-P.2
MANOR
P. 151
P. 176
P.239
JOHN D. SCHAPIRO
4837/707
71.50
P. 200
S&E
No. 2
P.269
P.244
P.66
MAP 29-P.66
P.16
P. 65
MANOR
P. 250
A 49
MANOR VIEW FARMS INC.
5728/580
103.44A.
P.105
S&E
No. 3
MAP 29-
P.200
MAP 29-
P.31
P.81
P.139
P/O P.31
SCHAPIRO
3 EXCEPTIONS
DEED 4837/703
SHEET 2 OF 4



SCHAPIRO
PARCEL CREATED
IN 1967
DEED 4837/707
SHEET 3 OF 4



SCHAPIRO
NOV. 1979
CONFIGURATION

SHEET 4 OF 4

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

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New Search

STR

Account Identifier: **District** - 10 **Account Number** - 1019008470

Owner Information

Owner Name:	SCHAPIRO JOHN D SCHAPIRO ELEANOR T	**Use:**	AGRICULTURAL
		Principal Residence:	YES
Mailing Address:	3500 HESS RD MONKTON MD 21111	**Deed Reference:**	1) / 4837/ 703 2)

Location & Structure Information

Premises Address	Zoning	Legal Description
3500 HESS RD		93.772 AC NS HESS RD

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Group	Plat No:
29	18	31						81	Plat Ref:

Special Tax Areas	Town Ad Valorem Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
0000	5,264 SF	93.77 AC	05

Stories	Basement	Type	Exterior
2	NO	STANDARD UNIT	BRICK

Value Information

	Base Value	Value As Of 01/01/2002	Phase-in Assessments As Of 07/01/2002	As Of 07/01/2003
Land:	200,300	200,300		
Improvements:	512,430	572,960		
Total:	712,730	773,260	732,906	753,082
Preferential Land:	18,300	18,300	18,300	18,300

PREFERENTIAL LAND VALUE INCLUDED IN LAND VALUE

Transfer Information

Seller:	MCINTOSH D G 3RD AG USE 83-84	**Date:**	01/03/1968	**Price:**	$0
Type:	NOT ARMS-LENGTH	**Deed1:**	/ 4837/ 703	**Deed2:**	
Seller:		**Date:**		**Price:**	
Type:		**Deed1:**		**Deed2:**	
Seller:		**Date:**		**Price:**	
Type:		**Deed1:**		**Deed2:**	

Exemption Information

Partial Exempt Assessments	Class	07/01/2002	07/01/2003
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:
AGRICULTURAL TRANSFER TAX

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

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STR

Account Identifier: **District -** 10 **Account Number -** 1019008471

Owner Information

Owner Name: SCHAPIRO JOHN D
SCHAPIRO ELEANOR T

Use: AGRICULTURAL

Principal Residence: NO

Mailing Address: 3500 HESS RD
MONKTON MD 21111

Deed Reference: 1) / 4837/ 703
2)

Location & Structure Information

Premises Address
OLD YORK RD

Zoning

Legal Description
8.075 AC ES OLD YORK
1000 E MANOR ROAD

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Group	Plat No:
29	18	31						81	Plat Ref:

Special Tax Areas

Town
Ad Valorem
Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
0000		*8.07 AC*	05

Stories	Basement	Type	Exterior

Value Information

	Base Value	Value As Of 01/01/2002	Phase-in Assessments As Of 07/01/2002	As Of 07/01/2003
Land:	1,100	1,100		
Improvements:	0	0		
Total:	1,100	1,100	1,100	1,100
Preferential Land:	1,100	1,100	1,100	1,100

PREFERENTIAL LAND VALUE
INCLUDED IN LAND VALUE

Transfer Information

Seller:	MCINTOSH D G 3RD AG USE 83-84	**Date:**	01/03/1968	**Price:**	$0
Type:	NOT ARMS-LENGTH	**Deed1:**	/ 4837/ 703	**Deed2:**	
Seller:		**Date:**		**Price:**	
Type:		**Deed1:**		**Deed2:**	
Seller:		**Date:**		**Price:**	

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

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STR

Account Identifier: **District -** 10 **Account Number -** 1019008472

Owner Information

Owner Name:	SCHAPIRO JOHN D SCHAPIRO ELEANOR T	**Use:**	AGRICULTURAL
		Principal Residence:	NO
Mailing Address:	3500 HESS RD MONKTON MD 21111	**Deed Reference:**	1) / 4837/ 703 2)

Location & Structure Information

Premises Address	Zoning	Legal Description
HESS RD		22.0625 AC NS HESS R 1000 E MANOR ROAD

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Group	Plat No:
29	18	31						81	Plat Ref:

Special Tax Areas	Town Ad Valorem Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
0000		22.06 AC	05

Stories	Basement	Type	Exterior

Value Information

	Base Value	Value As Of 01/01/2002	Phase-in Assessments As Of 07/01/2002	As Of 07/01/2003
Land:	1,650	1,650		
Improvements:	0	0		
Total:	1,650	1,650	1,650	1,650
Preferential Land:	1,650	1,650	1,650	1,650

PREFERENTIAL LAND VALUE
INCLUDED IN LAND VALUE

Transfer Information

Seller:	MCINTOSH D G 3RD AG USE 83-84	**Date:**	01/03/1968	**Price:**	$0
Type:	NOT ARMS-LENGTH	**Deed1:**	/ 4837/ 703	**Deed2:**	
Seller:		**Date:**		**Price:**	
Type:		**Deed1:**		**Deed2:**	
Seller:		**Date:**		**Price:**	
Type:		**Deed1:**		**Deed2:**	

Exemption Information

Partial Exempt Assessments	Class	07/01/2002	07/01/2003
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:
AGRICULTURAL TRANSFER TAX

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

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New Search

STR

Account Identifier: **District -** 10 **Account Number -** 1019008473

Owner Information

Owner Name: SCHAPIRO JOHN D
SCHAPIRO ELEANOR T

Use: AGRICULTURAL

Principal Residence: NO

Mailing Address: 3500 HESS RD
MONKTON MD 21111

Deed Reference: 1) / 4837/ 707
2)

Location & Structure Information

Premises Address
HESS RD

Zoning

Legal Description
71.5 AC SS HESS RD
1000 E MANOR ROAD

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Group	Plat No:
29	18	31						81	Plat Ref:

Special Tax Areas

Town
Ad Valorem
Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
0000		71.50 AC	05

Stories	Basement	Type	Exterior

Value Information

	Base Value	Value As Of 01/01/2002	Phase-in Assessments As Of 07/01/2002	As Of 07/01/2003
Land:	25,050	25,050		
Improvements:	0	0		
Total:	25,050	25,050	25,050	25,050
Preferential Land:	25,050	25,050	25,050	25,050

PREFERENTIAL LAND VALUE
INCLUDED IN LAND VALUE

Transfer Information

Seller:	MCINTOSH D G 3RD AG USE 83-84	**Date:**	01/03/1968	**Price:**	$71,555
Type:	IMPROVED ARMS-LENGTH	**Deed1:**	/ 4837/ 707	**Deed2:**	
Seller:		**Date:**		**Price:**	
Type:		**Deed1:**		**Deed2:**	
Seller:		**Date:**		**Price:**	
Type:		**Deed1:**		**Deed2:**	

Exemption Information

Partial Exempt Assessments	Class	07/01/2002	07/01/2003
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:
AGRICULTURAL TRANSFER TAX

T-2
THE TITLE GUARANTEE COMPANY
(Individual Form)

App. H- 62247

This Deed, Made this 28th day of December, in the year one thousand nine hundred and sixty-seven, by and between GRACE E. HOWER and EDWIN N. HOWER, her husband, of the State of Maryland, parties of the first part, Grantors; and JOHN D. SCHAPIRO and ELEANOR T. SCHAPIRO, his wife, of the State of Maryland, parties of the second part, Grantees.

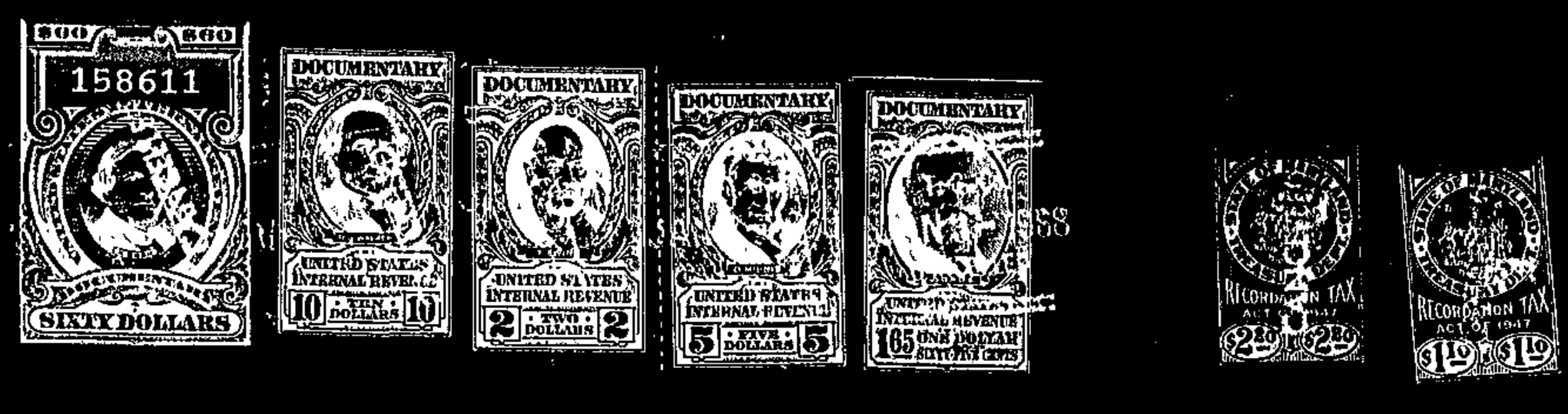
Witnesseth: that in consideration of the sum of Five Dollars, and other valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey, and assign unto the said parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, all ----------

---------- t h a t ---------- lot(s) of ground situate in the Tenth Election District of Baltimore County,

in the State of Maryland, and described as follows, that is to say:

BEGINNING at a point on the centre line of Hess Road at the point at the end of a line North 35 degrees 15 minutes West 995 feet and 7 inches as described in the description of Parcel No. 1 in a Deed from Wright to McIntosh dated March 29, 1951 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 1943, folio 485, thence in a southeasterly direction following centre line of Hess Road approximately 2092 feet to the Northwest corner of property conveyed to Edwin E. Minor, March 1959, recorded G.L.B. No. 3500, folio 78, thence along the northwesterly side of said property South 7 degrees 48 minutes West 1063.43 feet more or less to the southerly side of said property, thence along southerly side of said property North 86 degrees 09 minutes 30 seconds East 607.49 feet to property described in a confirmatory deed dated October 29, 1959 and recorded in Liber W.J.R. No. 3622, folio 238, thence southerly along said property of Griswold South 00 degrees 08 minutes 20 seconds East 466.08 feet to a stone as described in the description of Parcel No. 1 at the end of a line South 63 degrees 54 minutes East 950 feet and 5 inches in the deed from Wright to McIntosh, thence along the line South 23 degrees 21 minutes East 111 feet 4 inches described in said description of Parcel No. 1 to a stake, thence in a southwesterly direction across Parcel No. 1 South 59 degrees 51 minutes 30 seconds West approximately 1263.73 feet to line described in said description of Parcel No. 1 as North 30 degrees 40 minutes West 1525 feet, thence along said line North 30 degrees 40 minutes West approximately 980 feet to a stake, thence North 28 degrees 58 minutes West 907 feet 6 inches to a stake, thence North 35 degrees 15 minutes West 995 feet 7 inches to point or place of beginning. Containing 71.5 acres more or less.

BEING portions of the firstly and fifthly described lots of ground which by Deed dated March 29, 1951 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 1943, folio 485 were granted and conveyed by Mary Eyre Wright, et al, to David G. McIntosh, III and Grace E. McIntosh, his wife. David G. McIntosh, III departed this life on or about September 25, 1952 thereby vesting title by survivorship in his wife, Grace E. McIntosh, who has since remarried and is now known as Grace E. Hower.



Together with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To have and to hold the said described lot(s) of ground and premises, unto and to the use of the said parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple forever.

And the said Grantor covenants to warrant specially the property hereby granted and conveyed, and to execute such further assurances of said land as may be requisite.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness the hand(s) and seal(s) of the said grantor(s):

WITNESS:

Grace E. Hower [Seal]

Edwin N. Hower [Seal]

State of Maryland, BALTIMORE CITY/~~COUNTY~~, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of December, 1967, before me, a Notary Public of the State aforesaid, personally appeared GRACE E. HOWER and EDWIN N. HOWER, her husband, the within named Grantors, ----------

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, who signed the same in my presence, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: 6/30/69

Rec'd for record JAN 3 1968 at 2:49 PM
Per Orville T. Gosnell, Clerk
THE TITLE GUARANTEE COMPANY
Receipt No. 161342 $8315

357.50 MC

SHAPIRO PROPERTY 03-003

Application No. H- 62247
Written by: TJC:dmr

LIBER 4837 PAGE 703

THIS DEED, Made this 28th day of December, in the year one thousand nine hundred and sixty-seven, by and between GRACE E. HOWER and EDWIN N. HOWER, her husband, parties of the first part, Grantors; and JOHN D. SCHAPIRO and ELEANOR T. SCHAPIRO, his wife, parties of the second part, Grantees.

WITNESSETH: that in consideration of the sum of Five Dollars ($5.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees, as tenants by the entireties, their assigns and unto the survivor of them, his or her heirs and assigns, in fee simple, all those parcels of ground situate in the Tenth Election District of Baltimore County, State of Maryland, and described as follows, that is to say:-

BEGINNING for the first thereof at a white oak tree standing at the beginning of the third or south seventy-three and three-quarter degrees east one hundred and eighteen and one-half perches line of that parcel of land which by deed dated November 8, 1864 and recorded among the Land Records of Baltimore County in Liber J.H.L. No. 43, folio 279, was conveyed by John B. Hutchins et al, to Henry C. Hutchins; thence running and binding on said line south seventy degrees twenty-one minutes east nineteen hundred and sixty-four feet two inches to the end thereof; thence south thirty-six degrees fifty-two minutes west two hundred and eithty-three feet eight inches to the centre of the County Road; thence running and binding on the centre of the aforesaid road the five following courses and distances, south twenty-four degrees twenty-six minutes west one hundred and sixty-five feet, south nine degrees thirty-one minutes west two hundred and ninety-seven feet, south four degrees twenty-six minutes west two hundred and sixty-four feet, south five degrees thirty-two minutes east three hundred and sixty-three feet and south five degrees twenty-two minutes east two hundred and thirty-one feet to the centre of the County Road that intersects the Old York Road near the Manor store; thence running and binding on the centre of the County Road, south eighty-five degrees eleven minutes east three hundred and six feet ten inches to the private road of Robert Royston; thence with the private road of Robert Royston the two following courses and distances, viz: south twenty-one degrees twelve minutes east one hundred and ninety-eight feet and south twenty-six degrees thirteen minutes east one hundred and ninety-eight feet; thence south sixty-one degrees seven minutes west thirteen hundred and twenty-six feet to a stake; thence south sixty-three degrees fifty-four minutes east nine hundred and fifty feet five inches to a stone; thence south twenty-three degrees twenty-one minutes east one hundred eleven feet four inches to a stake; thence south forty-one degrees forty-seven minutes east two hundred and forty-one feet six inches to a black oak tree; thence south nineteen degrees fourteen minutes west six hundred and eighty-seven feet three inches to a stone; thence south sixty-nine degrees fifty-two minutes west seven hundred and ninety-seven feet ten inches to a stake; thence north thirty degrees forty minutes west fifteen hundred and twenty-five feet to a stake; thence north twenty-eight degrees fifty-eight minutes west nine hundred and seven feet six inches to a stake; thence north thirty-five degrees fifteen minutes west nine hundred and ninety-five feet seven inches to the centre of the County Road; thence north five degrees fifty minutes east two hundred and thirty-six feet four inches to a stake; thence south eighty-one degrees fifty-four minutes east four hundred and fifty-nine feet five inches to a stake; thence north ten degrees forty minutes east seventeen hundred and eighty-three feet five inches to the place of beginning. Containing, one hundred and seventy-two and forty-eight one-hundredths acres of land, more or less.

BEGINNING for the second thereof at a tree standing on or near the north 10 degrees and 40 minutes east 1785 feet and 5 inch line of the land surveyed by the County Surveyor of Baltimore County for DeCourcy Wright, said tree being 537 feet from the beginning of said line and running thence by lines of division the three following courses and distances, to wit: north 34 degrees west 44-8/10 perches to a planted stake; thence south 83-3/8 degrees west 36-2/3 perches to the centre of a Black Oak tree standing near a swamp and thence north 39-1/4 degrees east 97-32/100 perches to the centre of a large white oak tree, and to intersect an outline of said land; thence binding on said outline south 84 degrees east 10-15/100 perches to the foot of a boundary stone of the Cockey property and Nelson property; thence binding on the outline of the Nelson property south 6-3/4 degrees east 33-1/3 perches to the centre of a large white oak tree, it being also at the end of the first line herein mentioned, and thence binding on said line reversely south 10-3/4 degrees west 75-2/3 perches to the first place of beginning. Containing 22 acres and 10 square perches of land, more or less.

BEGINNING for the third thereof at the beginning of the eighth or east 49-8/10 perches line of that parcel of land which by deed dated February 16, 1881 and recorded among the Land Records of Baltimore County in Liber M.M.I. No. 127, folio 103 was conveyed by Elizabeth Slade to Jacob M. Pierce, running thence binding on the said line 39-65/100 perches more or less to the end of the third or north 39-1/4 degrees east, 97-32/100 perches line of that parcel of land which by deed dated November 24, 1924 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 606, folio 272 was conveyed by Robert M. Lee and wife to W. H. DeCourcy Wright, running thence reversely binding on the said line south 39-1/4 degrees west, 43-3/10 perches more or less to the beginning of the fourth or north 59-1/2 degrees west, 36-74/100 perches line of that parcel of land which by deed dated September 1, 1925 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 634, folio 47 was conveyed by Robert M. Lee and wife to H. Guy Nelson and wife, running thence binding on said line north 59-1/2 degrees west 36-74/100 perches to intersect the seventh line of the first above mentioned deed from Elizabeth Slade, et al, to Joseph M. Pierce, running thence binding on said line north 36-1/4 degrees east 27-7/10 perches, more or less to the place of beginning. Containing 8 acres, 12 square perches of land, more or less.

BEGINNING for the fourth thereof at the distance of 18.7 feet on the eleventh or south 61 degrees 07 minutes west 1326 feet line of a parcel of land which by a deed dated June 20, 1919 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 511, folio 155, was conveyed by Harry R. Hutchins, et al, to W. H. DeCourcy Wright and running thence with and binding on the outlines of said parcel of land, the three following courses and distances, viz: South 61 degrees 05 minutes west 1307.3 feet, South 63 degrees 54 minutes east 950.42 feet and south 23 degrees 21 minutes east 65.60 feet to a pipe now set, thence leaving said outline and running for lines of division and binding on a fence there situate, the three following courses and distances viz: north 60 degrees 17 minutes east 177.74 feet to a post, north 66 degrees 22 minutes east 147.70 feet to a post and north 80 degrees 11 minutes east 140.52 feet to a pipe set on the west side of a Private Lane, thence binding on the west side of said Lane and on or near a fence there erected, the five following courses and distances viz: North 11 degrees 05 minutes west 126.35 feet, north 29 degrees 36 minutes west 331.8 feet, north 8 degrees 03 minutes east 233. feet, north 3 degrees 53 minutes west 199.9 feet and north 3degrees 23 minutes east 96.9 feet to the place of beginning. Containing 15.95 acres of land, more or less.

BEING the same parcels of land firstly, secondly, fourthly, and fifthly described in Deed dated March 29, 1951 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 1943, folio 485 was granted and conveyed by Mary Eyre Wright, et al, to David G. McIntosh, III and Grace E. McIntosh, his wife. David G. McIntosh, III departed this life on or about September 25, 1952 thereby vesting title by survivorship in his wife, Grace E. McIntosh, who has since remarried and is now known as Grace E. Hower.

SAVING AND EXCEPTING from the parcels of ground hereinabove described all those portions thereof described as follows:-

BEGINNING for the first thereof at a point in the centre of the Hess Road and at the beginning of the 20th or North 5 degrees 50 minutes East 236 feet 4 inches line of the parcel of land firstly described in Deed dated March 29, 1951 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 1943, folio 485 which was conveyed by Mary Eyre Wright et al to David G. McIntosh, III and wife and running thence with and binding on said 20th line and on a part of the 21st line of said parcel of land as the courses are referred to the magnetic meridian of 1955 the two following courses and distances, viz: North 7 degrees 36 minutes East 236-33/100 feet to a pipe and South 80 degrees 24 minutes East 165-46/100 feet to a pipe; thence leaving said outline and running for a line of division South 11 degrees 15 minutes West 233-5/100 feet to the center of Hess Road and thence binding in the centre of said road North 81 degrees 38 minutes West 150-55/100 feet to the place of beginning. Containing 0.85 acres of land, more or less.

BEING the same property which by Deed dated October 24, 1955 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2807, folio 443, was granted and conveyed by Grace E. Hower and Edwin N. Hower, her husband, to Ralph D. Rigger and Rebecca R. Rigger, his wife.

BEGINNING for the second thereof at a point in the centerline of Hess Road and Hutchins Mill Road at the beginning of the eighth or South 85 degrees 11 minutes east 306 feet 10 inch line of the land which by deed dated June 20, 1919 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 511, folio 155, was conveyed by Harry R. Hutchins, et al, to W.H. DeCourcy Wright running thence and binding on the centerline of Hess Road and on part of the aforesaid eighth line as now surveyed South 84 degrees 30 minutes 00 seconds East 227.38 feet, thence leaving the centerline of Hess Road and the aforesaid eighth line and running for lines of division the four following courses and distances South 5 degrees 30 minutes 00 seconds west 961.38 feet, south 86 degrees 09 minutes 30 seconds West 607.49 feet, North 7 degrees 48 minutes 00 seconds East 1063.43 feet to the centerline of the aforesaid Hess Road, running thence and binding on the centerline of Hess Road South 84 degrees 30 minutes 00 seconds East 329.12 feet to the place of beginning. Containing 13.380 acres of land, more or less.

BEING the same lot of ground which by Deed dated March 17, 1959 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 3500, folio 78, was granted and conveyed by Edwin N. Hower and Grace E. Hower, his wife, to Edward E. Minor and Mary N. Minor, his wife.

BEGINNING for the third at a point in the centerline of Hess Road at the end of the 8th or South 85 degrees 11 minutes East 306 feet 10 inches line of land which by Deed dated June 20, 1919 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 511, folio 155, was conveyed by Harry R. Hutchins, et al, to W.H. DeCourcy Wright running thence and binding on the 9th, 10th lines in aforesaid Deed and in or near the center of a private road the two following courses and distances South 18 degrees 28 minutes 30 seconds East 190.16 feet and south 25 degrees 44 minutes East 198.00 feet thence leaving the center of said private road and binding on the 11th line in the aforesaid deed, South 61 degrees 36 minutes West 18.70 feet to the west side of the aforesaid private road and to the beginning of land which, by Deed dated March 7, 1942 and recorded among the Land Records of Baltimore County in Liber C.H.K. No. 1214, folio 439, was conveyed by Benjamin H. Griswold, III and wife to W.H. DeCourcy Wright and running thence and binding on the west side of the aforesaid private road and

reversely on the last or 11th line to the 7th line, inclusive, the five following courses and distances as now surveyed South 3 degrees 54 minutes West 96.90 feet South 3 degrees 22 minutes East 199.90 feet to a stone South 8 degrees 34 minutes West 233.00 feet South 29 degrees 5 minutes East 331.80 feet and South 10 degrees 34 minutes East 128.31 feet thence leaving the west side of the aforesaid private road and binding on the fence as now erected and reversely on the 6th to the 4th lines, inclusive, in last mentioned deed Griswold to Wright the three following courses and distances as now surveyed South 80 degrees 55 minutes 10 seconds West 141.08 feet South 67 degrees 9 minutes 30 seconds West 147.60 feet and south 61 degrees 2 minutes 50 seconds West 176.58 feet to a pipe running thence and binding reversely on the third line in aforesaid deed Griswold to Wright as now surveyed North 22 degrees 35 minutes 10 seconds West 65.00 feet running thence for lines of division the two following courses and distances North 8 minutes 20 seconds West 466.08 feet and North 5 degrees 30 minutes East 961.38 feet to the centerline of Hess Road and to intersect the aforesaid 8th line in first mentioned deed Hutchins to Wright and running thence and binding on the centerline of Hess Road and on part of the aforementioned 8th line South 84 degrees 3 minutes East 79.43 feet to the place of beginning. Containing 8.928 acres of land, more or less.

BEING the same property which by Confirmatory Deed dated October 29, 1959 and recorded among the Land Records of Baltimore County in Liber W.J.R. No. 3622, folio 238 from Edwin N. Hower and Grace E. Hower, his wife, to Benjamin H. Griswold, III and Leith S. Griswold, his wife.

BEGINNING for the fourth thereof, being all that tract of land, 71.5 acres, more or less; which by Deed dated of even date herewith and recorded among the Land Records aforesaid simultaneously herewith, was granted and conveyed by Grace E. Hower and Edwin N. Hower, her husband, to John D. Schapiro and Eleanor T. Schapiro, his wife.

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

TO HAVE AND TO HOLD the said described lots of ground and premises, unto and to the use of the said Grantees, as tenants by the entireties, their assigns and unto the survivor of them, his or her heirs and assigns, in fee simple.

AND the said Grantors covenant to warrant specially the property hereby granted and conveyed, and to execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors:

WITNESS:

Grace E. Hower (SEAL)
Grace E. Hower

Edwin N. Hower (SEAL)
Edwin N. Hower

STATE OF MARYLAND, Baltimore Co., TO WIT:

I HEREBY CERTIFY, that on this 28th day of December, 1967, before me, a Notary Public of the State aforesaid, personally appeared GRACE E. HOWER and EDWIN N. HOWER, her husband, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who signed the same in my presence, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: 6/30/69

Rec'd for record JAN 3 1968 at 1 48 PM
Per Orville T. Connell, Clerk
Mail to THE TITLE GUARANTEE COMPANY
Receipt No. 116541 $ 10.00

1188:122 R
R101I:5:11/7/84

6835 674

Tally-Ho Farm

DEED OF EASEMENT

THIS DEED OF EASEMENT made this 11th day of December, 1984, by and between JOHN D. SCHAPIRO and ELEANOR T. SCHAPIRO, his wife, hereinafter collectively called "Grantor", and MARYLAND ENVIRONOMENTAL TRUST, hereinafter called "Grantee".

W I T N E S S E T H:

WHEREAS, Maryland Environmental Trust is charitable in nature and was created and exists pursuant to Subtitle 2 of Title 3 of the Natural Resources Article, Annotated Code of Maryland (1974 Volume as amended), to conserve the natural and scenic qualities of the environment; and

WHEREAS, Grantor is the owner in fee simple of certain real property, hereinafter described and referred to as "the Property", situated in the tenth Election District of Baltimore County, Maryland; and

WHEREAS, the Property has scenic, natural, historic, ecological, and aesthetic value in its present state in a natural and rural area which has not been subject to development; and

WHEREAS, the Property is located within the boundaries of the "My Lady's Manor Historic District" which was placed on the National Register of Historic Places on April 15, 1978; and

WHEREAS, the Property is adjacent to a 165-acre property and a 231-acre property, both of which are restricted by previously established perpetual conservation easements held by Grantee; and

WHEREAS, the Property is located within a part of Baltimore County which has been designated a Rural and Agricultural area according to the Baltimore County Masterplan 1979-1980 adopted by the County Council of Baltimore County, Maryland, Legislative Session 1979, Legislative Day No. 22, Resolution No. 71-79; and

WHEREAS, according to the Baltimore County Masterplan, Volume I, Land Use Element, page 16, "Rural and Agricultural Areas included areas of the County not presently developed, sewered at present, or planned to be sewered with public sewering ... that have soils with high agricultural productivity ... and related stream valleys."; and

WHEREAS, one of the recommended county goals for Rural and Agricultural Areas is "to limit development in those areas essential to agriculture and agriculturally related uses."; and

WHEREAS, Nelson Branch, a tributary of the Little Gunpowder Falls, is located on the Property; and

WHEREAS, this Conservation Easement satisfies the environmental criteria and policies adopted by Grantee: Maryland Environmental Trust Policy: The Conservation Easement Program (Adopted September 1974, Revised March 1980); and

WHEREAS, the Property contains valuable woodland and Section 2-501 of the Agricultural Article, Annotated Code of Maryland, states that it is the intent of The Maryland General

STATE DEPARTMENT OF ASSESSMENTS & TAXATION
CLERK 12/19/84 DATE

RC/F 39.00
REC'D
EHK TR T
#38179 C001 R02 T08:39 12/19/

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
SIGNATURE KJ DATE 12-19-84

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY, MARYLAND
Per
Authorized Signature
Date 12-19-84 Sec. 11-85

Assembly "to control the urban expansion which is consuming the agricultural land and woodland of the State ... and protect agricultural land and woodland as open-space land"; and

WHEREAS, Grantor is willing to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property, on the terms and conditions and for the purposes hereinafter set forth, and Grantee is willing to accept such Easement; and

WHEREAS, Grantor and Grantee recognize the scenic, natural, rural and aesthetic value of the Property in its present state, and have by the conveyance of a Conservation Easement to Grantee, a common purpose of conserving the natural values of the Property, preserving the dominant woodland character of the Property, preserving the water quality and natural flow of streams on the Property, and preventing the use or development of the Property for any purpose or in any manner which would conflict with the maintenance of the Property in its natural, rural and historic condition; and

WHEREAS, Maryland Environmental Trust is authorized by the Maryland General Assembly to accept, hold, and administer Conservation Easements, and possesses the authority to accept and is willing to accept this Conservation Easement under the terms and conditions hereinafter described;

NOW, THEREFORE, as an absolute gift of no monetary consideration ($0.00) but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantor hereby grants and conveys unto Grantee and its successors and assigns forever and in perpetuity an interest and Conservation Easement of the nature and character and to the extent hereinafter set forth, in respect to the lands of Grantor situated in the Tenth Election District of Baltimore County, Maryland, being a total of 30 acres, more or less, described more particularly in Exhibit A attached hereto.

Exhibits to this Deed of Easement describe the physical condition and nature of the Property at the time of conveyance of this easement.

Exhibit A: Boundary Description and Property Reference shall be attached hereto and made a part hereof. Exhibit A consists of 1 page.

Exhibit B: Plat of the Property shall be attached hereto and made a part hereof. Exhibit B consists of 1 page.

Exhibit C: Slides of the Property With Description of Slides and Slide Index Numbers shall be kept on file at the principal office of Grantee and shall be fully and completely incorporated into this conservation easement as though attached hereto and made a part hereof. Exhibit C consists of 14 color slides and 1 page.

Exhibit D: Annotated Aerial Photograph of the Property shall be kept on file at the principal office of Grantee and shall be fully and completely incorporated into this conservation easement as though attached hereto and made a part hereof. Exhibit D consists of 1 page.

To achieve the purposes described hereinabove, the terms, conditions, and restrictions of this Conservation Easement are hereinafter set forth:

1. This Conservation Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable and runs with the land as an incorporeal interest in the Property enforceable with respect to the Property by Grantee, against Grantor and their personal representatives and assigns.

2. No industrial or commercial activities, with the exception of farming and other agricultural activities that may be conducted from a residential or farm building without alteration of the external appearance of the building and which are not inconsistent with the conservation purposes of the easement, shall be conducted on the Property. Sale of farm and other agricultural products by Grantor to the public shall be a permitted use.

3. Except as reasonably related to farming and other agricultural activities, no billboards, signs or advertising material shall be erected on the Property.

4. Except as may be necessary for the agricultural and forestry uses of the Property, there shall be no dumping of soil, trash, ashes, garbage, waste, or offensive material.

5. Without the express written consent of Grantee, there shall be no dumping in, or filling in, of any stream or waterway on the Property.

6. Excavation, dredging, mining and removal of loam, gravel, soil, rock, sand, coal, petroleum and other materials are prohibited, except for:

(a) Application of good farming, agricultural and forestry practices including construction and maintenance of farm accesses and a farm pond; and

(b) Maintenance of the existing access and construction and maintenance of accesses to structures permitted in Paragraph 10 herein.

All accesses shall be designed and constructed to cause a minimum of interference with the existing topography, drainage, vegetation, wildlife, and conservation purposes of the Property.

7. Removal, destruction and cutting of trees, shrubs or other vegetation is prohibited except for:

(a) Reasonable maintenance of the existing farm access or the location and maintenance of farm accesses and structures permitted within the provisions of this Deed of Easement; or

(b) Reasonable maintenance of the existing foot trails and horseback riding trails on the Property; or

(c) Application of good husbandry practices including the prevention or treatment of disease; or

(d) Furtherance and perpetuation of the agricultural and silvicultural uses of the Property; or

(e) Removal of wood for use as firewood on the Property.

All forest management activities shall be in accordance with sound forestry guidelines promulgated by the Society of American Foresters for natural forests and plantations and, to the extent possible, in cooperation with a State Forester or other professional Forester registered to practice in the State of Maryland, and all management activities shall protect the soils, drainage, and water quality of the Property and the sustainable growth and quality of tree species on the Property.

8. There shall be no plowing, cultivation, logging, grazing of livestock, or other disturbance within fifty (50) feet of the banks of the tributaries of the Little Gunpowder Falls.

9. There shall be no activities or uses detrimental or adverse to water conservation, erosion control, soil conservation, and the preservation of wildlife habitat.

10. No building, facility or other structure shall be erected or constructed on the Property unless:

(a) Such structure is a new structure which is designed, constructed, and utilized in connection with the continued agricultural uses of the Property; such structure may include a storage shed, barn and fencing. In no case shall a residence of any type be considered an accessory structure within the meaning of this provision; or

(b) Such structure is in the form of a structural modification to one of the permitted structures on the Property, as provided in Paragraph 11(b) herein.

All structures shall be constructed to cause a minimum of interference with existing topography, vegetation, wildlife and drainage of waterways on the Property, and shall not interfere with the natural, rural, and agricultural character of the Property and the conservation purposes of this Easement.

11. Notwithstanding anything contained in Paragraphs 1 2, 3, 4, 5, 6, 7, 8, 9 and 10 herein, Grantor expressly reserves unto themselves, their personal representatives and assigns, the right to:

(a) Continue the agricultural, silvicultural and naturalistic uses of the Property.

(b) Improve, repair, restore, alter, remodel, or replace the permitted and existing structures with structures of similar size and purpose provided that all changes are compatible with the conservation purposes of the Property. With the exception of a small wooden bridge there are currently no existing structures on the Property.

(c) Continue to hunt or fish on the Property subject to relevant laws.

12. This Conservation Easement does not grant to the public the right to enter the Property for any purpose whatsoever.

13. The parties agree that monetary damages would not be an adequate remedy for breach of any of the terms, conditions, and restrictions herein contained, and, therefore, in the event that Grantor, their personal representatives or assigns, violate or breach any of the terms, conditions, and restrictions herein contained, Grantee, its successors or assigns, may institute a suit to enjoin by ex parte (if applicable) temporary and/or permanent injunction such violation and to require the restoration of the Property to its prior condition. Grantee, or its successors and assigns, by any prior failure to act do not waive or forfeit the right to take action as may be necessary to insure compliance with the terms, conditions, and purposes of this Conservation Easement.

14. Grantee, its representatives, successors or assigns, has the right, with reasonable notice, to enter the Property at all times for the purpose of inspecting the Property to determine whether Grantor, their personal representatives or assigns are complying with the terms, conditions, and restrictions of this Conservation Easement. This right of inspection does not include the interior of dwellings or other buildings or structures.

15. It is the intention of the parties hereto that this Conservation Easement, which is by nature and character negative in that Grantor has restricted and limited the right to use the Property rather than granted any affirmative rights to Grantee except as otherwise set forth herein, be construed at all times and by all parties to effectuate its terms, conditions, and purposes.

16. Grantee may assign its rights under this Easement to any state or federal agency charged with the responsibility of conservation of natural or farm areas, or to any non-profit, tax exempt organization engaged in promoting conservation of farm or natural areas; and if any such assignee shall be dissolved or shall abandon this easement or the rights and duties of enforcement herein set forth, or if proceedings are instituted for condemnation of this easement, the easement and rights of enforcement shall revert to Grantee; and if Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, then the Court shall appoint an appropriate successor as grantee.

17. Grantor agrees for themselves, their personal representatives and assigns to send in writing to Grantee the names and addresses of any party to whom the Property is to be transferred at the time the transfer is executed.

18. Grantee agrees to hold this Easement exclusively for conservation purposes, i.e., it will not transfer the Easement in exchange for money, other property, or services.

19. This Easement shall be construed to promote the purposes of the statutes creating and governing Grantee, the purpose of Section 2-118 of the Real Property Article of the Annotated Code of Maryland, and to promote the conservation purposes of this Easement.

TO HAVE AND TO HOLD unto Maryland Environmental Trust, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall not only be binding upon Grantor, but also their personal representatives, assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the above described land.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals on the day and year above written.

WITNESS:

Patricia M. Hoffhines

By: John D. Schapiro (SEAL)
John D. Schapiro

Sallie L. Barker

By: Eleanor T. Schapiro (SEAL)
Eleanor T. Schapiro

STATE OF MARYLAND, CITY/~~COUNTY~~ OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 11th day of December, 1984, before me, the subscriber, a Notary Public of the State personally appeared John D. Schapiro and Eleanor T. Schapiro, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained and in my presence signed and sealed the same.

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

NOTARY PUBLIC BALTIMORE CITY

Norman J. Bank
Notary Public

My Commission Expires: 7/1/86

ATTEST:

Joann M. Roesler

ACCEPTED
MARYLAND ENVIRONMENTAL TRUST

By: John C. Murphy (SEAL)
John C. Murphy, Chairman

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 13th day of December, 1984, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared John C. Murphy, who acknowledged himself to be the Chairman of Maryland Environmental Trust and that he as such being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Trust by himself as Chairman.

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

BRENDA S. GOGEL NOTARY PUBLIC BALTIMORE, MD.

Brenda S. Gogel
Notary Public

My Commission Expires: 7/1/86

1188:122 C
R101I:3:11/7/84

Approved as to legal form and sufficiency this 14th day of December, 1984.

Judith C. Finn
Assistant Attorney General

EXHIBIT A

DEED OF EASEMENT
JOHN D. AND ELEANOR T. SCHAPIRO
BOUNDARY DESCRIPTION AND PROPERTY REFERENCE

BEGINNING for the first thereof at a tree standing on or near the north 10 degrees and 40 minutes east 1785 feet and 5 inch line of the land surveyed by the County Surveyor of Baltimore County for DeCourcy Wright, said tree being 537 feet from the beginning of said line and running thence by lines of division the three following courses and distances, to wit: north 34 degrees west 44-8/10 perches to a planted stake; thence south 83-38 degrees west 36-2/3 perches to the centre of a Black Oak tree standing near a swamp and thence north 39-1/4 degrees east 97-32/100 perches to the centre of a large white oak tree, and to intersect an outline of said land; thence binding on said outline south 84 degrees east 10-15/100 perches to the foot of a boundary stone of the Cockey property and Nelson property; thence binding on the outline of the Nelson property south 6-3/4 degrees east 33-1/3 perches to the centre of a large white oak tree, it being also at the end of the first line herein mentioned, and thence binding on said line reversely south 10-3/4 degrees west 75-2/3 perches to the first place of beginning. Containing 22 acres and 10 square perches of land, more or less.

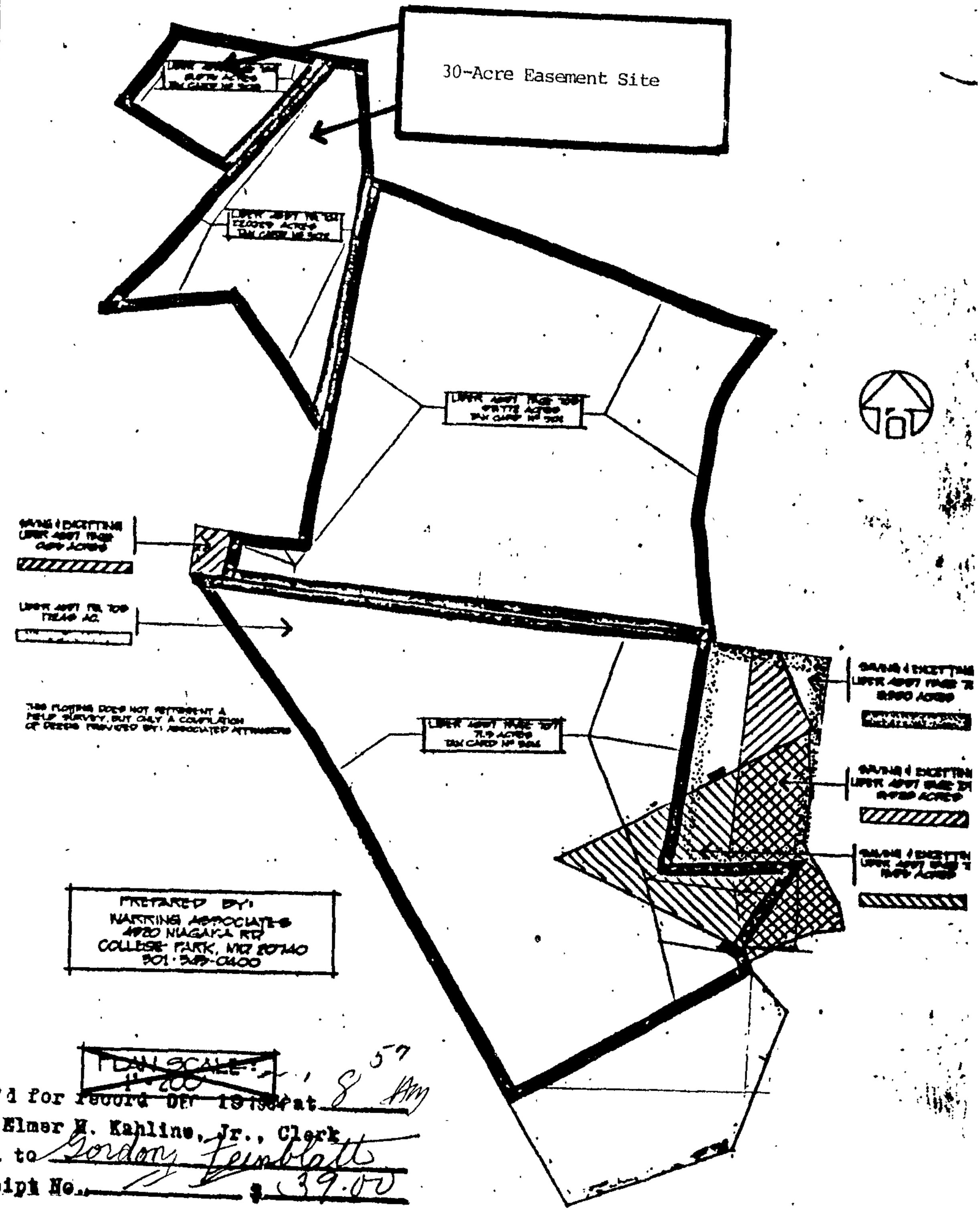
BEGINNING for the second thereof at the beginning of the eighth or east 49-8/10 perches line of that parcel of land which by deed dated February 16, 1881 and recorded among the Land Records of Baltimore County in Liber M.M.I. No. 127, folio 103 was conveyed by Elizabeth Slade to Jacob M. Pierce, running thence binding on the said line 39-65/100 perches more or less to the end of the third or north 39-1/4 degrees east, 97-32/100 perches line of that parcel of land which by deed dated November 24, 1924 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 606, folio 272 was conveyed by Robert M. Lee and wife to W.H. DeCourcy Wright, running thence reversely binding on the said line south 39-1/4 degrees west, 43-3/10 perches more or less to the beginning of the fourth or north 59-1/2 degrees west, 36-74/100 perches line of that parcel of land which by deed dated September 1, 1925 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 634, folio 47 was conveyed by Robert M. Lee and wife to H. Guy Nelson and wife, running thence binding on said line north 59-1/2 degrees west 36-74/100 perches to intersect the seventh line of the first above mentioned deed from Elizabeth Slade, et al, to Joseph M. Pierce, running thence binding on said line north 36-1/4 degrees east 27-7/10 perches, more or less to the place of beginning. Containing 8 acres, 12 square perches of land, more or less.

BEING the secondly and thirdly described lots in the Deed dated December 28, 1967 and recorded as aforesaid in Liber O.T.G. No. 4837, folio 704 from Grace E. and Edwin N. Hower to John D. Schapiro and Eleanor T. Schapiro, his wife.

6835 68

EXHIBIT B.

DEED OF EASEMENT
JOHN D. AND ELEANOR T. SCHAPIRO
PLAT OF PROPERTY



~~PLAN SCALE: 1" = 200'~~

Rec'd for record Dec 19 1984 at 8 57 AM
Per Elmer H. Kahline, Jr., Clerk
Mail to Gordon Feinblatt
Receipt No. $39.00

DEED PLOTTING OF J.D. & E.T. SCHAPIRO
BALTIMORE COUNTY
MARYLAND

6356/482

264:122 C
R022W:6:12/17/81

Tally-Ho Farm

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this 23rd day of December, 1981, by and between JOHN D. SCHAPIRO and ELEANOR T. SCHAPIRO, his wife, hereinafter collectively called the Grantor, and MARYLAND ENVIRONMENTAL TRUST, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, Maryland Environmental Trust is charitable in nature and was created and exists pursuant to Subtitle 2 of Title 3 of the Natural Resources Article, Annotated Code of Maryland (1974 Volume as amended), to conserve the natural and scenic qualities of the environment; and

WHEREAS, the Grantor is the owner in fee simple of certain real property, hereinafter described and referred to as "the Property", situated in the Tenth Election District of Baltimore County, Maryland; and

WHEREAS, the Property has scenic, natural, historic, ecological, cultural and aesthetic value in its present state as a natural, rural and agricultural area which has not been subject to development; and

WHEREAS, the Property is located within the boundaries of the "My Lady's Manor Historic District" which was placed on the National Register of Historic Places on April 15, 1978; and

WHEREAS, the Property has valuable scenic value because of the road frontage along Hess Road, a Baltimore County road; and

WHEREAS, the Property contains valuable farmland and woodland and Section 2-501 of the Agricultural Article, Annotated Code of Maryland, states that it is the intent of The Maryland General Assembly "to control the urban expansion which is consuming the agricultural land and woodland of the State ... and protect agricultural land and woodland as open-space land"; and

WHEREAS, the Grantor is willing to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property, on the terms and conditions and for the purposes hereinafter set forth, and the Grantee is willing to accept such Easement; and

WHEREAS, the Grantor and the Grantee recognize the scenic, natural, cultural and aesthetic value of the Property in its present state, and have by the conveyance of a Conservation Easement to the Grantee, a common purpose of conserving the natural and cultural values of the Property, preserving the dominant agricultural and woodland character of the Property, preserving, subject to agricultural uses, the water quality and flow of streams and groundwater sources on the Property, and preventing the use or development of the Property for any purpose or in any manner which would conflict with the maintenance of the Property in its scenic, natural, agricultural, and historic condition; and

TAD

WHEREAS, Maryland Environmental Trust is authorized by the Maryland General Assembly to accept, hold, and administer Conservation Easements, and possesses the authority to accept and and is willing to accept this Conservation Easement under the terms and conditions hereinafter described;

NOW, THEREFORE, as an absolute gift of no monetary consideration ($0.00) but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, the Grantor hereby grants and conveys unto the Grantee and its successors and assigns forever and in perpetuity an interest and Conservation Easement of the nature and character and to the extent hereinafter set forth, in respect to the lands of the Grantor situated in the Tenth Election District of Baltimore County, Maryland, being a total of 165 acres, more or less, described more particularly in Exhibit A attached hereto.

Exhibit B attached hereto consists of 3 pages and includes as Page 1, a Schedule of the Exhibit; Page 2, a Plat showing Existing Structures on the Property, and Page 3, a copy of an aerial photograph of the Property; said Exhibit being fully and completely incorporated into this Deed of Easement.

To achieve the purposes described hereinabove, the terms, conditions, and restrictions of this Conservation Easement are hereinafter set forth:

1. This Conservation Easement shall be perpetual. It is an easement in gross and as such is assignable and runs with the land as an incorporeal interest in the Property enforceable with respect to the Property by the Grantee, against the Grantor and their personal representatives and assigns.

2. No industrial or commercial activities, with the exception of farming and other agricultural activities that can be conducted from a residential or farm building without alteration of the external appearance of the building and which are not inconsistent with the conservation purposes of the easement, shall be conducted on the Property. Sale of farm and other agricultural products by the Grantor to the public shall be a permitted use.

3. Except as reasonably related to farming and other agricultural activities, no billboards, signs or advertising material shall be erected on the Property.

4. Except as may be necessary for the agricultural and forestry uses of the Property, there shall be no dumping of soil, trash, ashes, garbage, waste, or offensive material.

5. Without the express written consent of the Grantee, there shall be no dumping in, or filling in, of any stream or waterway on the Property.

6. Excavation, dredging, mining and removal of loam, gravel, soil, rock, sand, coal, petroleum and other materials are prohibited, except for:

(a) Application of good farming, agricultural and forestry practices including construction and maintenance of farm accesses and a farm pond; and

TAD

(b) Maintenance of the existing access and construction and maintenance of accesses to structures permitted in Paragraph 9 herein.

All accesses shall be designed and constructed to cause a minimum of interference with the existing topography, drainage, vegetation, wildlife, and conservation purposes of the Property.

7. Removal, destruction and cutting of trees, shrubs or other vegetation is prohibited except for:

(a) Reasonable maintenance of the existing farm access or the location and maintenance of farm accesses and structures permitted within the provisions of this Deed of Easement; or

(b) Application of good husbandry practices including the prevention or treatment of disease; or

(c) Furtherance and perpetuation of the agricultural and silvicultural uses of the Property; or

(d) Removal of wood for use as firewood on the Property.

All forest management activities shall be in accordance with sound forestry guidelines promulgated by the Society of American Foresters for natural forests and plantations and, to the extent possible, in cooperation with a State Forester or other professional Forester registered to practice in the State of Maryland, and all management activities shall protect the soils, drainage, and water quality of the Property and the sustainable growth and quality of tree species on the Property.

8. There shall be no activities or uses detrimental or adverse to water conservation, erosion control, soil conservation, and the preservation of wildlife habitat.

9. No building, facility or other structure shall be erected or constructed on the Property unless:

(a) Such structure is a new structure which is designed, constructed, and utilized in connection with the continued agricultural uses of the Property; such structure may include a storage shed, barn, fencing, or housing, provided however that a maximum of one additional house may be constructed and that the Grantee shall be notified in writing sixty days in advance of such construction; or

(b) Such structure is in the form of a structural modification to one of the permitted structures on the Property, as provided in Paragraph 10(b) herein.

All structures shall be constructed to cause a minimum of interference with existing topography, vegetation, wildlife and drainage of waterways on the Property, and shall not interfere

TAD

with the scenic, historic, and conservation purposes of this Easement.

10. Notwithstanding anything contained in Paragraphs 1, 2, 3, 4, 5, 6, 7, 8 and 9 herein, the Grantor expressly reserves unto themselves, their personal representatives and assigns the right to:

(a) Continue the agricultural, silvicultural and naturalistic uses of the Property.

(b) Improve, repair, restore, alter, remodel, or replace the permitted and existing structures with structures of similar size and purpose provided that all changes are compatible with the conservation purposes of the Property. The existing structures on the Property are listed and identified on Page 2 of Exhibit B.

(c) Continue to hunt or fish on the Property subject to relevant laws.

11. This Conservation Easement does not grant to the public the right to enter the Property for any purpose whatsoever.

12. The parties agree that monetary damages would not be adequate remedy for breach of any of the terms, conditions, and restrictions herein contained, and, therefore, in the event that the Grantor, their personal representatives or assigns, violate or breach any of the terms, conditions, and restrictions herein contained, the Grantee, its successors, or assigns, may institute a suit to enjoin by ex parte (if applicable) temporary and/or permanent injunction such violation and to require the restoration of the Property to its prior condition. The Grantee, or its successors and assigns by any prior failure to act do not waive or forfeit the right to take action as may be necessary to insure compliance with the terms, conditions, and purposes of this Conservation Easement.

13. The Grantee, its representatives, successors or assigns, has the right, with reasonable notice, to enter the Property at all times for the purpose of inspecting the Property to determine whether the Grantor, their personal representatives or assigns are complying with the terms, conditions, and restrictions of this Conservation Easement. This right of inspection does not include the interior of dwellings or other buildings or structures.

14. It is the intention of the parties hereto that this Conservation Easement, which is by nature and character negative in that the Grantor has restricted and limited the right to use the Property rather than granted any affirmative rights to the Grantee except as otherwise set forth herein, be construed at all times and by all parties to effectuate its terms, conditions, and purposes.

15. The Grantee may assign its rights under this Easement to any state or federal agency charged with the responsibility of conservation of natural or farm areas, or to any non-profit, tax exempt organization engaged in promoting conservation of farm or natural areas; and if any such assignee shall be dissolved or shall abandon this easement or the rights and duties of enforcement herein set forth, or if proceedings are

instituted for condemnation of this easement, the easement and rights of enforcement shall revert to the Grantee; and if the Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, then the Court shall appoint an appropriate successor as grantee.

16. The Grantor agrees for themselves, their personal representatives and assigns to send in writing to the Grantee the names and addresses of any party to whom the Property is to be transferred at the time the transfer is executed.

17. The Grantee agrees to hold this Easement exclusively for conservation purposes, i.e., it will not transfer the Easement in exchange for money, other property, or services.

18. This Easement shall be construed to promote the purposes of the statutes creating and governing the Grantee, the purpose of Section 2-118 of the Real Property Article of the Annotated Code of Maryland, and to promote the conservation purposes of this Easement.

TO HAVE AND TO HOLD unto Maryland Environmental Trust, its successors and assigns, forever. The covenants agreed to and terms, conditions, restrictions, and purposes imposed as aforesaid shall not only be binding upon the Grantor, but also their personal representatives, assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the above described land.

IN WITNESS WHEREOF, the Grantor and the Grantee have hereunto set their hands and seals on the day and year above written.

WITNESS:

_____ By: _____ (SEAL)
John D. Schapiro

_____ By: _____ (SEAL)
Eleanor T. Schapiro

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this day of December, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John D. Schapiro and Eleanor T. Schapiro, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained and in my presence signed and sealed the same.

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

_____
Notary Public

My Commission Expires: _____

TAD

264:122 C
R022W:6:12/17/81

ATTEST:

ACCEPTED:

MARYLAND ENVIRONMENTAL TRUST

By: John C. Murphy (SEAL)
John C. Murphy, Chairman

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 18th day of December, 1981, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared John C. Murphy, who acknowledged himself to be the Chairman of Maryland Environmental Trust and that he as such being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Trust by himself as Chairman.

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

THERESA M. MATRICCIANI
NOTARY PUBLIC
BALTIMORE CITY, MD.

Theresa M. Matricciani
Notary Public

My Commission Expires: 7-1-82

Approved as to legal form and sufficiency this 31st day of December, 1981, as is, with no changes on pages bearing my initials, TAD.

Thomas A. Dixon
Assistant Attorney General

TAD

EXHIBIT A

Parcel No. 1 - all that lot or parcel of ground situate in the Tenth Election District of Baltimore County, State of Maryland on the south side of Hess Road, containing 71.5 acres, more or less, and more particularly described in the Deed dated December 28, 1967 and recorded among the Land Records of Baltimore County, Maryland in Liber O.T.G. No. 4837, folio 707&c. from Grace E. Hower and Edwin N. Hower to John D. Schapiro and Eleanor T. Schapiro.

Parcel No. 2 - all that lot or parcel of ground situate in the Tenth Election District of Baltimore County, State of Maryland on the north side of Hess Road, containing 193.90 acres, more or less and described in the Deed dated December 28, 1977 and recorded as aforesaid in Liber O.T.G. No. 4837, folio 703&c. from Grace E. Hower and husband to John D. Schapiro and Eleanor T. Schapiro; saving and excepting therefrom two parcels of ground, one containing 8.07 acres, more or less and the other containing 22.06 acres, more or less, together with the perpetual right, as an appurtenant to the two reserved lots, to use existing farm roads leading therefrom over the remainder of the parcel to public streets and highways.

The total area included in this Deed of Easement is 165.37 acres, more or less.

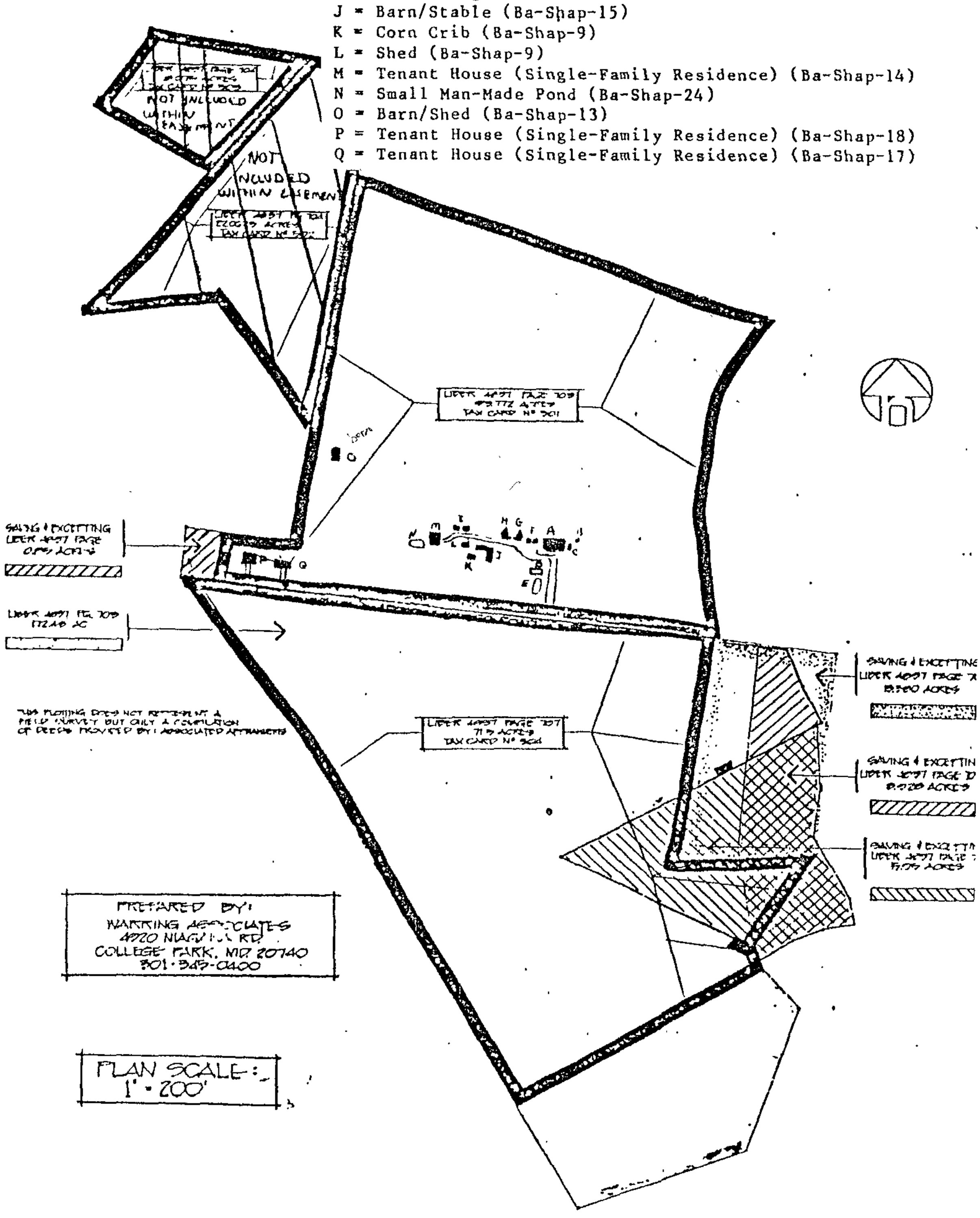
TAD

SCHEDULE

Page 1 of 3	Schedule of Exhibit B
Page 2 of 3	Copy of Plat Showing Existing Structures on the Property
Page 3 of 3	Copy of Aerial Photograph of the Property (Photo No. 24005-179-25X)

Plat Showing Existing Structures on the Property
Note: The numbers next to the name for each structure represent the appropriate slide number showing the referenced structure. Slides are on file at the Grantee's office.
Note: Structures on this Plat are not drawn according to scale or size and the location is very approximate.

A = Main Residence - Lindenhope (Ba-Shap-1, 3 & 4)
B = Small Pool House (No Slide)
C = Swimming Pool (Ba-Shap-9)
D = Tennis Court (No Slide)
E = Horse Jumping Ring (No Slide)
F = Two Small Wood Shacks (Dog Kennels) (Ba-Shap-6 & 7)
G = Brick Carriage House (Four-Car Garage) (Ba-Shap-5, 8 & 11)
H = Brick Carriage House (Tack House) (Ba-Shap-8)
I - Two Storage Sheds (No Slide)
J = Barn/Stable (Ba-Shap-15)
K = Corn Crib (Ba-Shap-9)
L = Shed (Ba-Shap-9)
M = Tenant House (Single-Family Residence) (Ba-Shap-14)
N = Small Man-Made Pond (Ba-Shap-24)
O = Barn/Shed (Ba-Shap-13)
P = Tenant House (Single-Family Residence) (Ba-Shap-18)
Q = Tenant House (Single-Family Residence) (Ba-Shap-17)

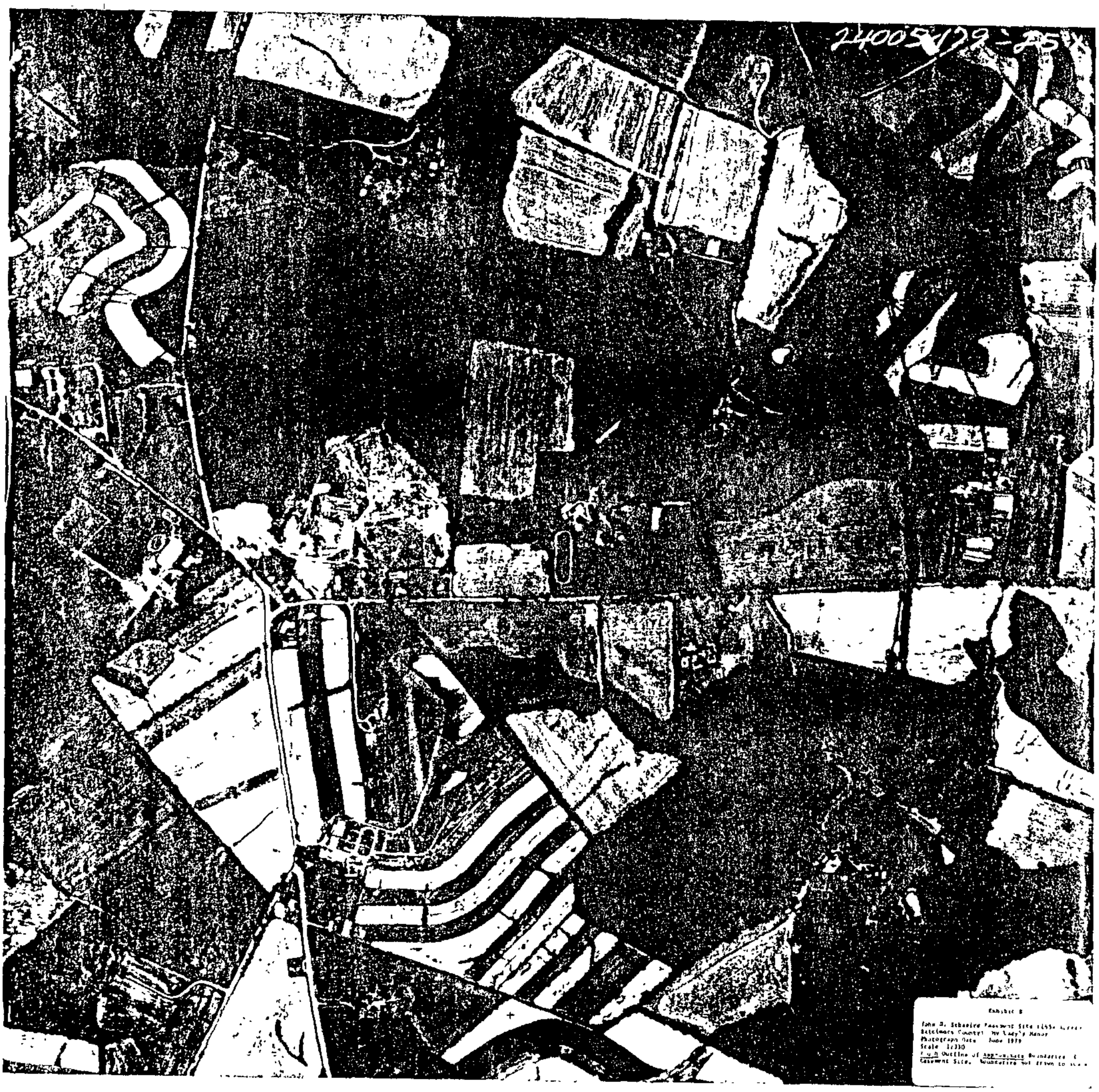


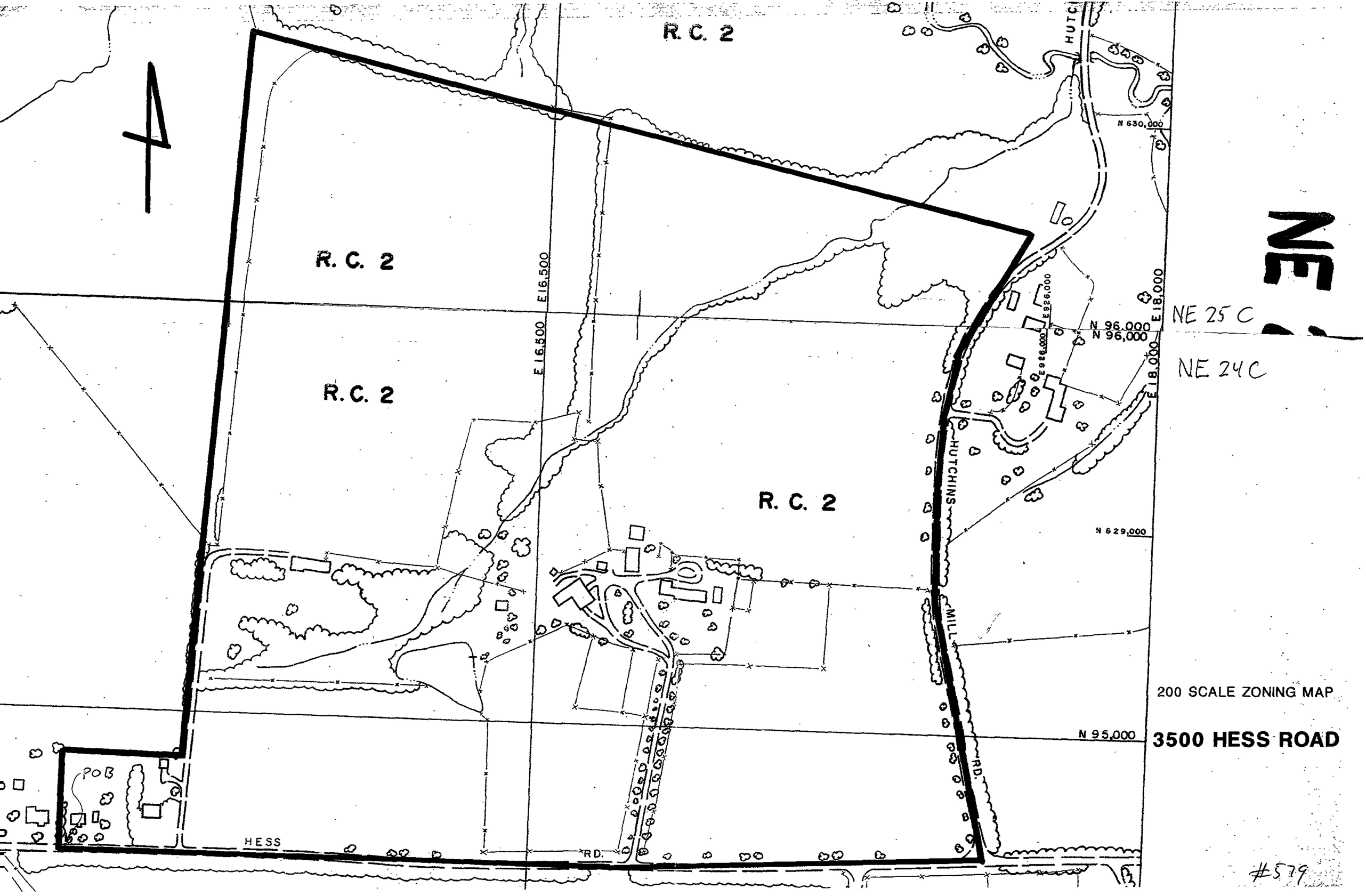
DEED PLOTTING OF J.D. & E.T. SCHAPIRO
BALTIMORE COUNTY

TAD

Exhibit B
John D. and Eleanor Schapiro

copy of Aerial Photograph of
the Property (Photo No. 24005-179-25X)

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3500 HESS ROAD
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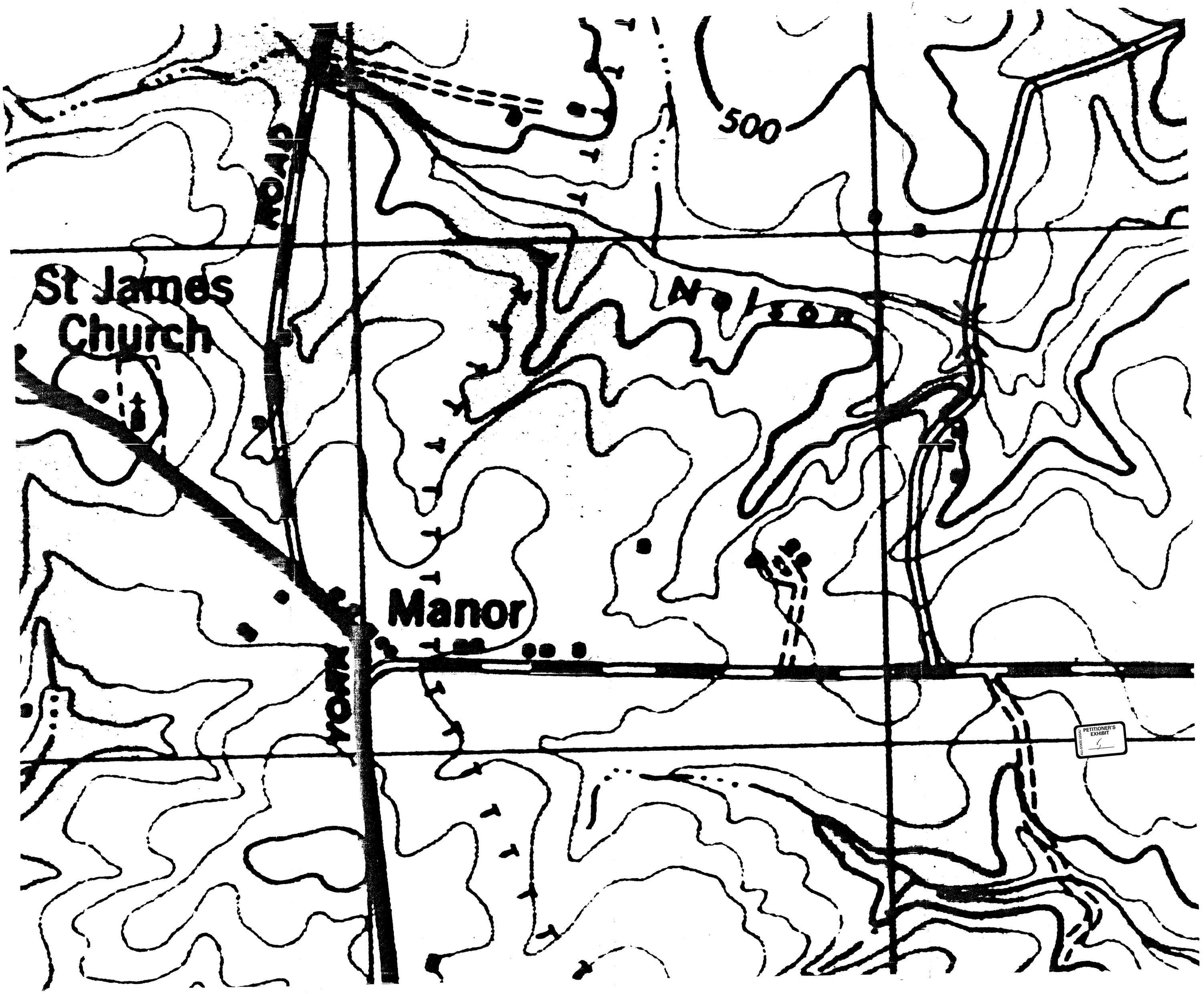
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ROAD
St James
Church
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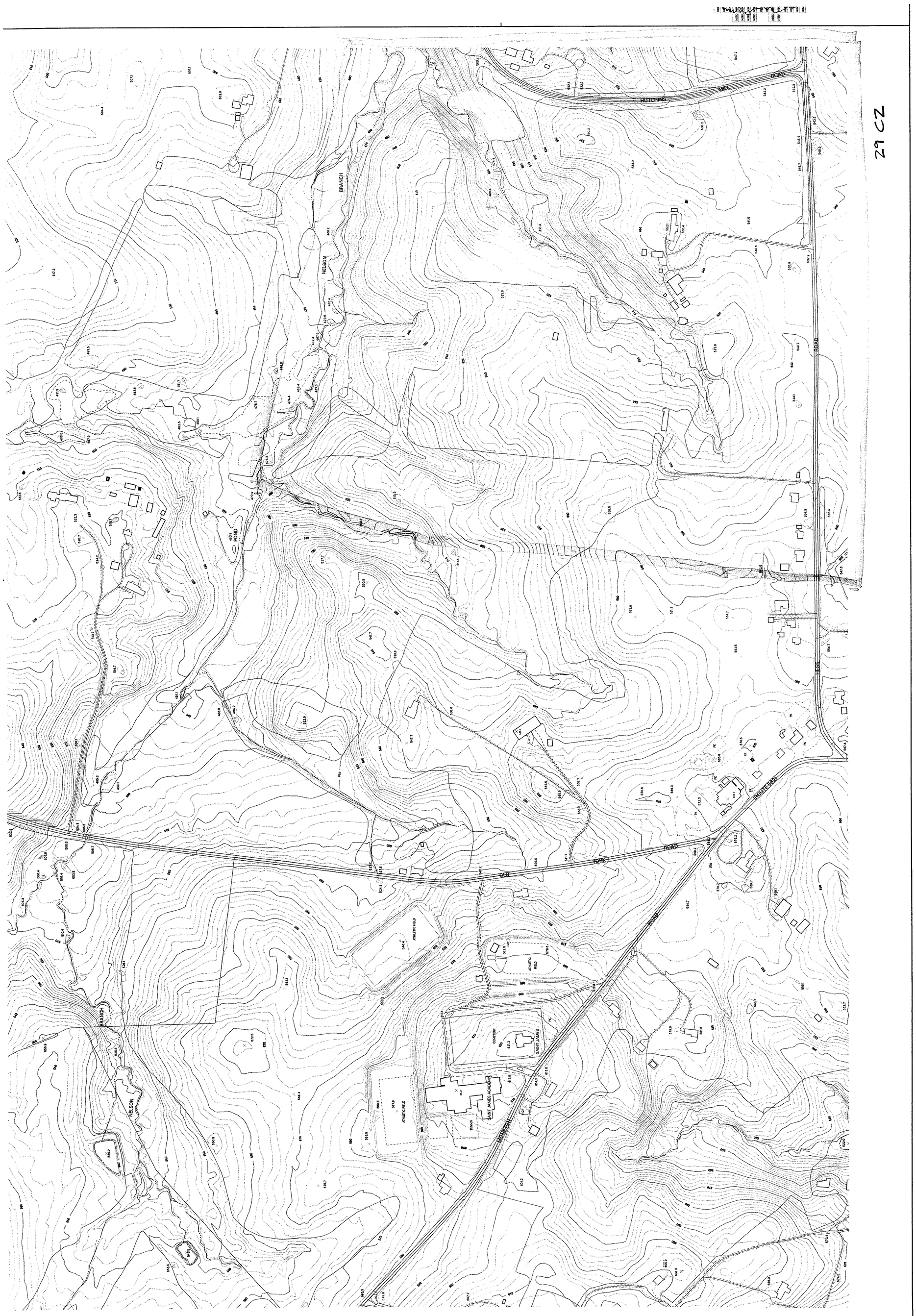
Manor
PETITIONER'S
EXHIBIT

PETITIONER'S EXHIBIT
1
ALL-STATE LEGAL

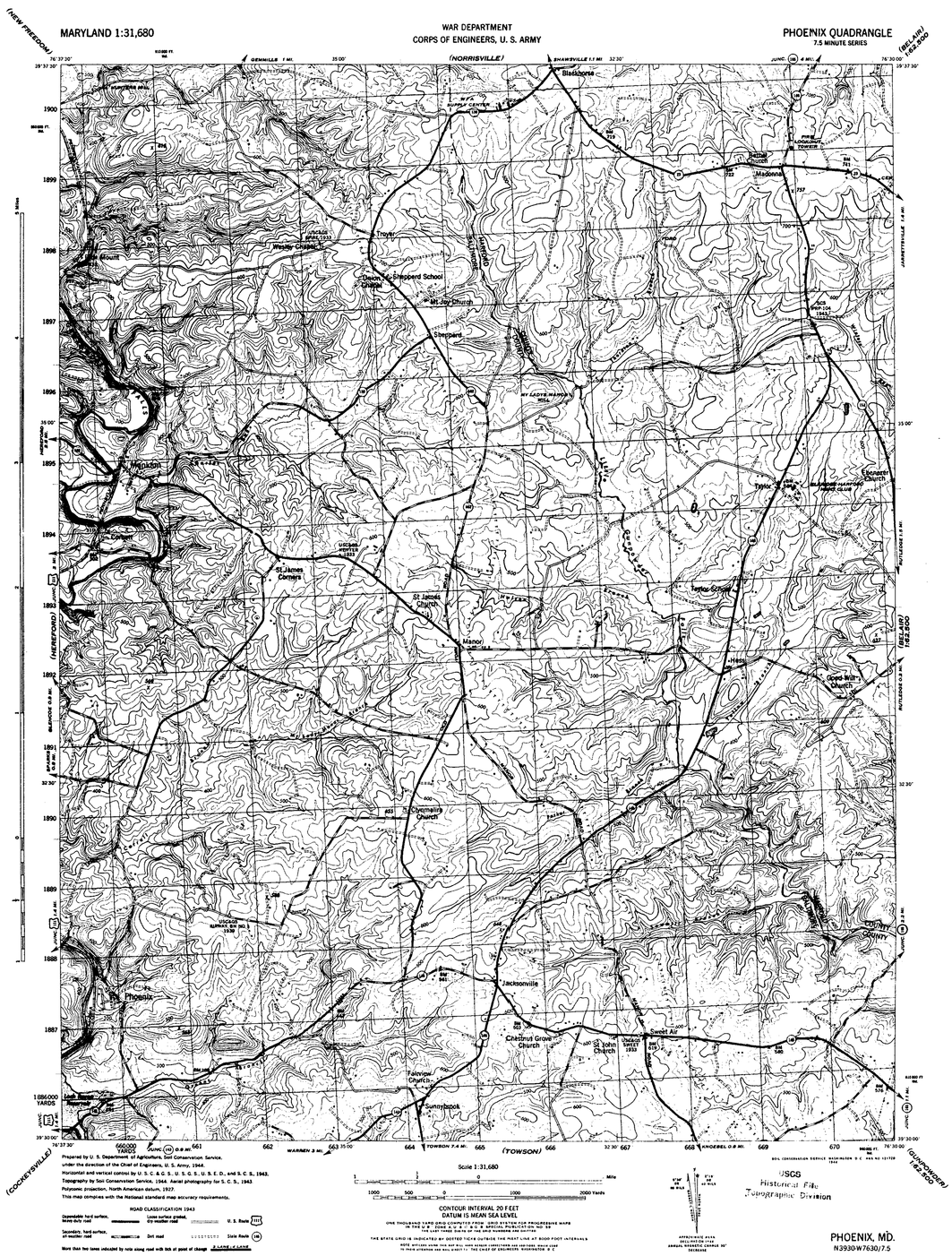


ZP CZ

MARYLAND 1:31,680

WAR DEPARTMENT
CORPS OF ENGINEERS, U. S. ARMY

PHOENIX QUADRANGLE
7.5 MINUTE SERIES


(NEW FREEDOM)
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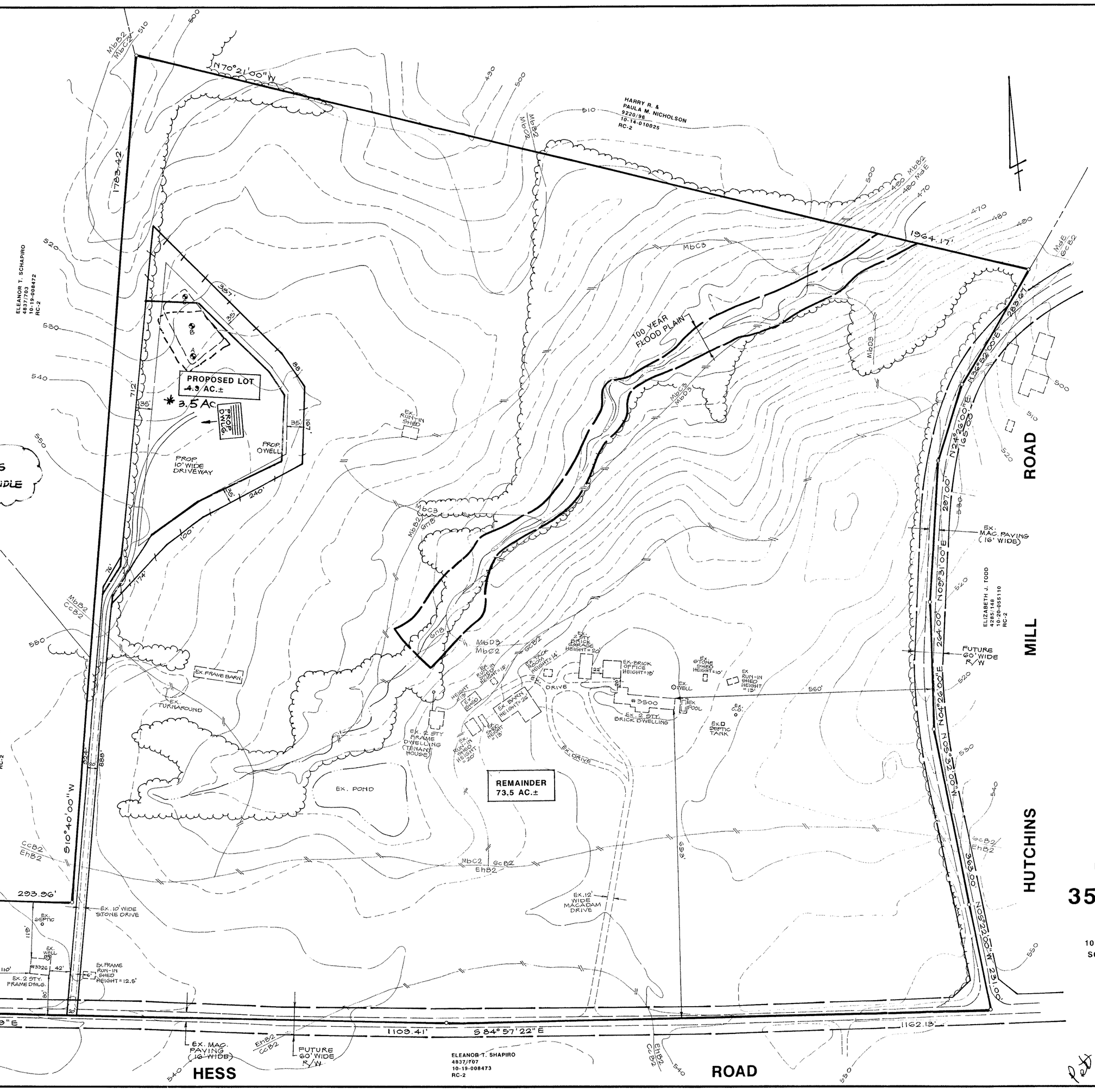
(BELAIR)
(HEREFORD)
(COCKEYSVILLE)
(TOWSON)
(GUNPOWDER)
Sleaklorne
Maidonia
Troyer
Wesley Chapel
Mt Joy Church
Shepperd
Mt Lady Mary
Wesley Church
St James Corners
St James Church
Manor
Phoenix
Jacksonville
Chestnut Grove Church
St John Church
Sweet Air
Fairview Church
Sunnybrook
Bonaster Church
Open Door Church
Dulaney Valley Golf Club
Lake Roland
Lake Roaring Run
Lake Phoenix
Lake Auburn
Lake Idlewood
Lake Ashburton
Lake Roaring Run
Lake Phoenix
Lake Auburn
Lake Idlewood
Lake Ashburton
Lake Roland
Dulaney Valley Golf Club
Bonaster Church
Open Door Church
Sunnybrook
Fairview Church
Chestnut Grove Church
St John Church
Sweet Air
Jacksonville
Phoenix
Manor
St James Church
St James Corners
Wesley Church
Mt Joy Church
Shepperd
Troyer
Maidonia
Sleaklorne
Mt Lady Mary
Wesley Chapel
Dulaney Valley Golf Club
Lake Roland

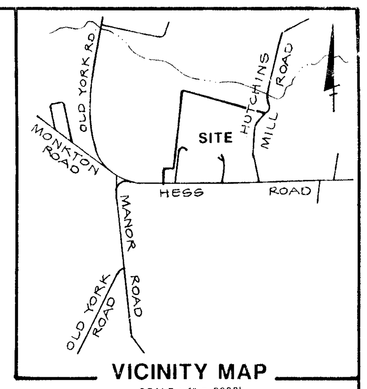
GENERAL NOTES

1. THERE HAVE BEEN NO PRIOR ZONING HEARINGS ON THIS SITE.
2. LOTS WILL OPERATE ON PRIVATE WELL AND SEPTIC SYSTEMS.
3. THERE ARE NO STORMWATER MANAGEMENT SYSTEMS OR PIPE SYSTEMS ON OR WITHIN 50 FEET OF THE SITE.
4. PROPERTY IS REGISTERED AS INVENTORY NO. BA 392 WITH THE MARYLAND HISTORIC TRUST AND LIES WITHIN THE MY LADY'S MANOR NATIONAL HISTORIC REGISTRY.
5. PARCEL AS SHOWN HEREON HAS BEEN HELD INTACT SINCE DECEMBER 28, 1967.
6. THIS PROPERTY LIES ON BALTIMORE COUNTY 200-SCALE ZONING MAP NOS. NE 24 AND 25C.
7. THIS SITE IS NOT WITHIN THE CHESAPEAKE BAY CRITICAL AREA

SITE DATA

1. EXISTING ZONING	RC-2
2. GROSS AREA 3,388,968 S.F. ≈	77.80 ACRES
3. NET AREA 3,274,968 S.F. ≈	75.18 ACRES
4. NO. LOTS ALLOWED (2AC. – 100 AC.) =	2 LOTS
5. NO. OF LOTS PROPOSED ≈	2 LOTS
6. PARKING REQUIRED (2 SPACES PER DWLG.) =	10 SPACES
7. PARKING PROPOSED (2+ SPACES PER DWLG.) ≈	10+ SPACES





VICINITY MAP
SCALE : 1" = 2000'

REVISED

PLAT TO ACCOMPANY

PETITION FOR SPECIAL HEARING

3500 HESS ROAD

3RD COUNCILMANIC DISTRICT

10TH ELECTION DISTRICT BALTO. CO., MD

SCALE : 1" = 100' DATE : JUNE 06, 2003

REVISED 8/10/03

OWNER

ELEANOR T. SCHAPIRO
3500 HESS ROAD
MONKTON, MD 21111

TAX MAP 29 GRID 18 PARCEL 31
DEED REFERENCE : 4837/703
TAX ACCT. NO. : 10-19-008470

STATE OF MARYLAND — GEOFFREY C. SCHULTZ — No. 21154 — PROFESSIONAL LAND SURVEYOR

GC 6/6/03

GEOFFREY C. SCHULTZ DATE
MARYLAND REG. NO. 21154

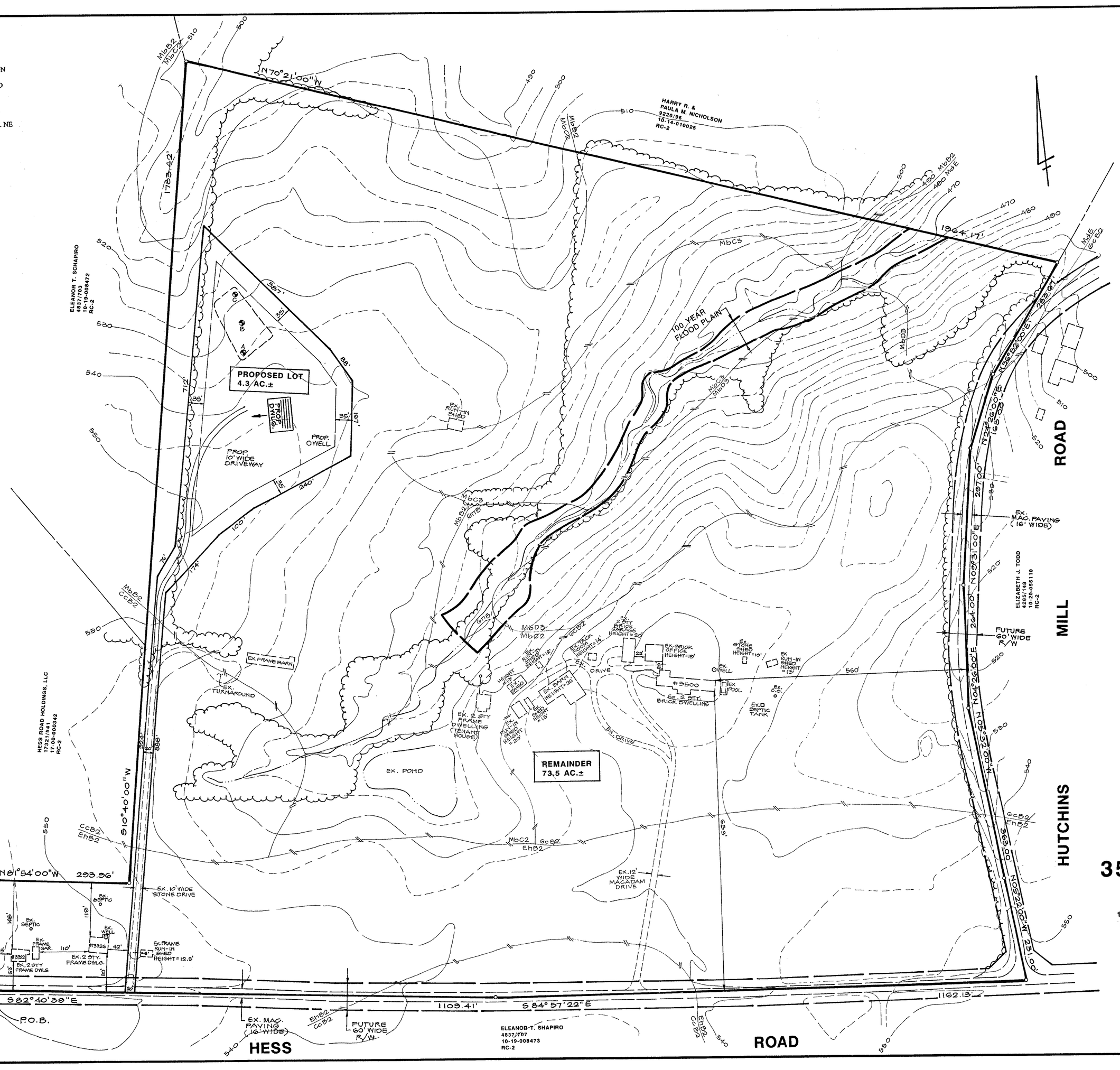
McKEE & ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS
SHAWAN PLACE 5 SHAWAN ROAD
COCKEYSVILLE, MD 21030
PHONE - (410) 527-1555

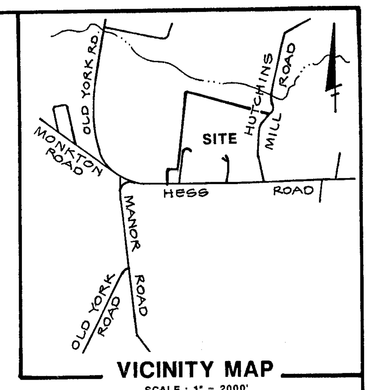
GENERAL NOTES

1. THERE HAVE BEEN NO PRIOR ZONING HEARINGS ON THIS SITE.
2. LOTS WILL OPERATE ON PRIVATE WELL AND SEPTIC SYSTEMS.
3. THERE ARE NO STORMWATER MANAGEMENT SYSTEMS OR PIPE SYSTEMS ON OR WITHIN 50 FEET OF THE SITE.
4. PROPERTY IS REGISTERED AS INVENTORY NO. BA 392 WITH THE MARYLAND HISTORIC TRUST AND LIES WITHIN THE MY LADY'S MANOR NATIONAL HISTORIC REGISTRY.
5. PARCEL AS SHOWN HEREON HAS BEEN HELD INTACT SINCE DECEMBER 28, 1967.
6. THIS PROPERTY LIES ON BALTIMORE COUNTY 200-SCALE ZONING MAP NOS. NE 24 AND 25C.
7. THIS SITE IS NOT WITHIN THE CHESAPEAKE BAY CRITICAL AREA

SITE DATA

1. EXISTING ZONING	RC-2
2. GROSS AREA 3,388,968 S.F. =	77.80 ACRES
3. NET AREA 3,274,968 S.F. =	75.18 ACRES
4. NO. LOTS ALLOWED (2AC. – 100 AC.) =	2 LOTS
5. NO. OF LOTS PROPOSED =	2 LOTS
6. PARKING REQUIRED (2 SPACES PER DWLG.) =	10 SPACES
7. PARKING PROPOSED (2+ SPACES PER DWLG.) =	10+ SPACES





VICINITY MAP
SCALE : 1" = 2000'

STATE OF MARYLAND
GEOFFREY CRAIG SCHULTZ
No. 21154
PROFESSIONAL LAND SURVEYOR

GC 6/6/03
GEOFFREY C. SCHULTZ DATE
MARYLAND REG. NO. 21154

McKEE & ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS
SHAWAN PLACE 5 SHAWAN ROAD
COCKEYSVILLE, MD 21030
PHONE - (410) 527-1555

PLAT TO ACCOMPANY
PETITION FOR SPECIAL HEARING

3500 HESS ROAD

3RD COUNCILMANIC DISTRICT
10TH ELECTION DISTRICT BALTO. CO., MD
SCALE : 1" = 100' DATE : JUNE 06, 2003

OWNER
ELEANOR T. SCHAPIRO
3500 HESS ROAD
MONKTON, MD 21111

TAX MAP 29 GRID 18 PARCEL 31
DEED REFERENCE : 4837/703
TAX ACCT. NO. : 10-19-008470

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