11/18/03

IN RE: PETITION FOR SPECIAL HEARING
S/S Benson Mill Road, E of Dubbs Road
**(Parcel 17, Alma Miller Property)**
5th Election District
3rd Council District

Arthur Miller & Louise McFadden,
Douglas Miller & Janet Burns, Owners/
Petitioners

* BEFORE THE
* ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* Case No. 04-078-SPH
*

* * * * * * * * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of a Petition for Special Hearing filed by the owners of the subject property, Marvin D. Miller, Janet B. Miller, Arthur E. Miller and Louise M. Miller, and the Contract Purchasers, Dean W. Frank, and Kevin C. Fitzpatrick, through their attorney, Alan Betten, Esquire. The Petitioners request a special hearing seeking approval and confirmation that 1) the subject property is actually comprised of four (4) separate parcels that are described by recorded deeds; 2) that such four (4) separate parcels legally existed prior to November 27, 1979; and 3) that each of the four (4) parcels has a gross area of between 2 and 100 acres, and as such, may be subdivided in accordance with Section 1A01.3.B.1 of the Baltimore County Zoning Regulations (B.C.Z.R.).[1] The subject property and requested relief are more particularly described on the site plan submitted which was accepted into evidence and marked as Petitioner's Exhibit 2.

Appearing at the requisite public hearing in support of the request were Kevin and Dianne Fitzpatrick and Dean W. Frank, Contract Purchasers; Richard Mitchell, a Title Abstractor; Robert P. Henry and David Martin on behalf of G. W. Stephens, Jr. & Associates, Inc., the consultants who prepared the site plan for this property; and Alan Betten, Esquire, attorney for the Petitioners. Appearing as interested citizens from the surrounding locale were Catherine Gemmill, and David and

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[1] As filed, the Petition alleges the existence of four separate parcels. However, at the hearing, the Petitioner submitted a site plan depicting five separate parcels, as more particularly described hereinafter. The Petition has been amended accordingly.

Linda Veblen. Jack Dillon, Executive Director of the Valleys Planning Council also appeared. There were no Protestants or other interested persons present.

The instant request seeks an interpretation of the application of the legal doctrine known as "merger" when applied in a zoning context. The underlying facts are not in dispute. The subject property is an irregularly shaped parcel containing approximately 113.85 acres in area, zoned R.C.2. As noted above, the property is located with frontage on the south side of Benson Mill Road near Dubbs Road in northern Baltimore County. Owing to its R.C.2 zoning classification, the property is subject to the provisions of Section 1A01.3.B.1 of the B.C.Z.R. That Section establishes the rights of subdivision in the R.C.2 zone. It provides that any lot having a gross area of between 2 and 100 acres may be subdivided to create 2 lots. Any lot having a gross area of more than 100 acres may be subdivided only at the rate of 1 lot for each 50 acres of gross area. Thus, if considered a single parcel, the subject property could be subdivided once so as to create 2 lots.

The question presented in this case is whether this is a single lot or multiple lots under common ownership. In this regard, the Petitioners offered the testimony of Richard Mitchell, a title abstractor. Mr. Mitchell offered detailed and comprehensive testimony regarding the devolution of title of this property and produced copies of deeds that were recorded among the Land Records of Baltimore County. These deeds date to the early 1800s.

Mr. Mitchell's complete testimony is contained in the record of this case. Essentially he opined that the subject property is actually comprised of five separate parcels. These parcels are more clearly identified on the site plan marked as Petitioner's Exhibit 2. Parcel 1 is identified as a 33.2645-acre tract, located on the northwest side of the property. Parcel 2 lies in the northeast portion of the tract and contains 36.8215 acres in area. Parcel 3 encompasses the southern portion of the tract and contains 16.91 acres in area. Parcel 4 lies in the southwest corner of the property and contains 11.3369 acres in area. Finally, Parcel 5 encompasses the southern center portion of the property and contains 15.52 acres in area. As shown on the site plan, each of these individual parcels is between 2 and 100 acres in area. If considered as separate parcels, then the entire tract could be subdivided so as to create 10 lots (2 lots on each of the 5 parcels), pursuant to Section 1A01.3.B.1 of the B.C.Z.R. However, if

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Date 11/8/13
By

the five parcels are considered as a single lot, then the property can only be subdivided once to create 2 lots.

The R.C.2 zoning regulations were enacted by action of the Baltimore County Council and became effective on November 27, 1979. In many cases, the "legal description" of a given property as it existed on that date determines the rights of subdivision associated with that parcel. Indeed, Section 101 of the B.C.Z.R. defines lot of record as "A parcel of land with boundaries as recorded in the Land Records of Baltimore County on the same date as the effective date of the zoning regulation which governs the use, subdivision or other condition thereof."

It is clear that on November 27, 1979, the subject property was held under common ownership as five separate parcels. However, an examination of the deeds since that date is necessary to fully resolve the question presented. As shown in the exhibits offered through the testimony of Mr. Mitchell, the subject property has been in the Miller family for nearly 150 years. Mr. Mitchell detailed a series of conveyances from one family member to another over the years. The property ultimately came under the ownership of Edward A. Miller and his wife, Alma S. Miller. Edward Miller died on May 28, 1964 and his wife, as surviving spouse, thereafter became sole owner of the property. Alma Miller died on September 5, 1996, and the Personal Representative of her Estate eventually conveyed the property through a deed recorded on May 14, 1998. This deed is dated March 12, 1998 and is recorded in the Land Records of Baltimore County at Folio 0012859, Page 111. An examination of that deed discloses that the legal description contained therein did not adopt the previous description of this property as five separate parcels. Rather, the new description in the deed dated March 12, 1998 describes the property as a single lot "containing 113.85433 acres of land, more or less." Further on, the deed provides that the property is conveyed to the Grantees for them "to have and to hold the said lot or parcel of land..." (emphasis added). It need be emphasized that this language does not describe multiple lots and or parcels, rather it is written in the singular as one lot or parcel of land. This language raises a question as to whether the doctrine of merger applies in this instance. As the B.C.Z.R. are silent on that doctrine, an examination of the case law is required.

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The leading case regarding the doctrine of merger in a zoning context in Maryland is Friends of the Ridge, et al v. Baltimore Gas & Electric Company, 352 Md. 645 (1999). The undersigned Zoning Commissioner is familiar with that case, given that it was initially heard by him and was ultimately appealed to the Court of Appeals of Maryland. In Friends, infra, the Baltimore Gas & Electric Company, through a series of conveyances, acquired a number of contiguous lots in the Hunt Valley area of Baltimore County and constructed an electric substation on one of the lots. Years later, BG&E proposed an expansion of that substation. The question presented was whether zoning variance relief was needed for insufficient setbacks from the proposed equipment to internal lot lines.

The Court of Appeals held that variance relief was not required. The Court began its analysis by discussing the purposes of municipal zoning and stated that zoning regulations do not create lots. The Court also noted the purpose of zoning is to restrict undersized parcels and discussed the doctrine of merger. The Court then went on to identify several cases in other States that had defined this doctrine (e.g. Loechner vs. Campoli, 49 NJ 504, 231 A2d 553 (1967) and Jannuci vs. Zoning Bd. Of Appeals, 25 Conn. AP. 85, 592 A2d 970 (1971). Essentially, merger is defined as the combination of two or more contiguous lots into a single parcel. In some states, merger has been deemed to occur "automatically" when adjacent lots come under common ownership in a single deed. However, Maryland seems to follow the rule that some intent by the property owner must be shown in order to find that a merger has occurred.

Ultimately, the Court in Friends concluded, "We shall hold that a landowner who clearly desires to combine or merge several parcels or lots of land into one larger parcel may do so. One way he or she may do so is to integrate or utilize the contiguous lots in the service of a single structure or project, as respondent BG&E proposes in the instant case." (Pg. 658) Later, the Court stated "For title purposes, the platted lot lines may remain, but by operation of law a single parcel emerges for zoning purposes" (Pg. 658) (emphasis added).

In this case, it is clear that through the years the Miller family has used the overall tract of 113.85 acres as one contiguous property. As noted on the site plan, the property is and has been used historically as a single tract for agricultural purposes, without regard to the internal platted lot lines that

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By

previously separated one parcel from another. Moreover, the language referenced above in the March 12, 1998 deed is significant. In Conrad v. West, 149 Md. App. 239 (2003), the Court stated "In construing the language of a deed, the basic principles of contract interpretation apply." (Pg. 264) Further, the Court stated "When interpreting a deed whose language is clear and unambiguous on its face, the plain meaning of the words used shall govern without the assistance of extrinsic evidence." (Pg. 265) In this case, the March 12, 1998 deed speaks of a parcel or lot in the singular. There is no reference within the description of five separate parcels.

Based upon the language in that deed, as well as the historic use of the property as a single lot, I am compelled to conclude that the five parcels previously created were effectively merged and now must be considered one lot of record. Thus, pursuant to Section 1A01.3.B.1 of the B.C.Z.R., the subject 113.85-acre tract may be subdivided only once so as to create two lots. Absent evidence to the contrary, the application of the doctrine of merger applies here.

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

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 18th day of November 2003 that the Petition for Special Hearing seeking approval and confirmation that 1) the subject property is actually comprised of five (5) separate parcels that are described by recorded deeds; 2) that such five (5) separate parcels legally existed prior to November 27, 1979; and 3) that each of the five (5) parcels has a gross area between 2 and 100 acres, and as such, may be subdivided in accordance with Section 1A01.3.B.1 of the Baltimore County Zoning Regulations (B.C.Z.R.), in accordance with Petitioner's Exhibit 2, be and is hereby DENIED.

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

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

ORDER RECEIVED FOR FILING
Date 11/18/03
By BJS

**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*

November 14, 2003

Alan Betten, Esquire
Kandel, Klitenic, Kotz & Betten LLP
502 Washington Avenue
Towson, Maryland 21204

RE: PETITION FOR SPECIAL HEARING
S/S Benson Mill Road, E of Dubbs Road
**(Parcel 17, Alma Miller Property)**
5th Election District – 3rd Council District
Arthur Miller, et al, Owners; Dean W. Frank & Kevin C. Fitzpatrick, et ux, Contr. Pur.
Case No. 04-078-SPH

Dear Mr. Betten:

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

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

Very truly yours,

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

cc: Mr. & Mrs. Marvin D. Miller
17801 Big Falls Road, White Hall, Md. 21161
Mr. & Mrs. Kevin Fitzpatrick, 7 Apple Valley Court, Parkton, Md. 21120
Mr. Dean W. Frank, 13400 Fork Road, Baldwin, Md. 21013
Messrs. Robert P. Henry & David Martin, G. W. Stephens, Jr. & Assoc., Inc.
1020 Cromwell Bridge Road, Towson, Md. 21286
Mr. Richard Mitchell, 24 Evans Avenue, Timonium, Md. 21093
Mr. Jack Dillon, Valleys Planning Council, 207 Courtland Avenue, Towson, Md. 21204
Ms. Catherine Gemmill, 2808 Benson Mill Road, Sparks, Md. 21152
Mr. & Mrs. David Veblen, 2801 Benson Mill Road, Sparks, Md. 21152
People's Counsel; Case File

Case No. 04-078-SPH

In the matter of: Alma Miller Property / Benson Mill & Dubbs Roads

SPH – Seeking approval that subject property is comprised of five separate parcels which may be subdivided per BCZR.

11/18/2003–Z.C.'s decision in which requested special hearing relief was DENIED; five previously created parcels were merged; one lot of record

12/16/03 – Motion for Reconsideration filed by Howard Alderman, Jr., Esquire, on behalf of Petitioners.

1/13/04 – Notice of hearing from Z.C. on Motion for Reconsideration

**NOTE: APPEAL FILED BY PEOPLE'S COUNSEL FROM NOTICE OF HEARING ON MOTION FOR RECONSIDERATION; NOT AS TO MERITS OF THIS CASE.**

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5/10/04 – Notice of Assignment sent to following; case assigned for Thursday, July 22, 2004 at 10:00 a.m.:

Office of People's Counsel
Howard L. Alderman, Jr., Esquire
Mr. and Mrs. Marvin D. Miller, et al
Dean W. Frank
Mr. and Mrs. Kevin Fitzpatrick
Alan Beten, Esquire
Messrs. Robert Henry and David Martin /G.W. Stephens Jr. & Assoc.
Richard Mitchell
Mr. and Mrs. David Veblen
Jack Dillon /Valleys Planning Council
Catherine Gemmill
Pat Keller, Planning Director
Lawrence E. Schmidt, Zoning Commissioner
Timothy M. Kotroco, Director /PDM

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5/19/04 – Withdrawal of Appearance filed by Howard L. Alderman, Jr., Esquire – clients, M/M Fitzpatrick and Mr. Frank, have "terminated their contractual interest in the subject property and my representation with respect thereto." File noted this date. Date stamped copy of Withdrawal of Appearance returned to Mr. Alderman as requested.

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6/16/04 – Notice of Reassignment /Start Time Only sent to parties; case administratively reassigned to later start time; to remain as scheduled for **July 22, 2004**; however, **START TIME IS NOW 1:00 P.M.**

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7/15/04 – Letter of withdrawal of Petition for Special Hearing filed by Edward A. Halle, Jr., Esquire, counsel for property owner, George V. Palmer. Also included is a copy of the Deed dated June 30, 20204 between Arthur E. Miller, et al, Legal Owners / Petitioners at time of filing; and George V. Palmer, current owner. Order of Dismissal of Petition to be issued.

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# Petition for Special Hearing

**to the Zoning Commissioner of Baltimore County**

**for the property located at** BENSON MILL RD. @ DUBOIS RD.
**which is presently zoned** R.C. 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 and confirm that (1) the subject property is actually composed of four (4) separate parcels that are described by recorded deeds; (2) such four (4) separate parcels *legally existed prior to November 27, 1979: and (3) each of the four (4) parcels has a gross area between two and 100* acres and may be subdivided in accordance with Section 1A01.3.B.1.

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.

BUYERS/PURCHASER
M.D.M. J.B.M.
A.E.M. L.M.M.

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:***

DEAN W. FRANK, Kevin C. Fitzpatrick
Name - Type or Print

Dean W Frank, KEVIN C. FITZPATRICK
Signature

13400 FORK ROAD 410-817-4610
Address Telephone No.

BALDWIN MD 21013
City State Zip Code

***Legal Owner(s):***

MARVIN D. MILLER JANET B. MILLER
Name - Type or Print

Marvin D. Miller Janet B. Miller
Signature

ARTHUR E. MILLER LOUISE M. MILLER JR.
Name - Type or Print

Arthur E. Miller Louise M. Miller
Signature

Address Telephone No.

City State Zip Code

***Attorney For Petitioner:***

Alan Betten, Esq.
Name - Type or Print

CR
Signature

Kandel, Klitenic, Kotz, Betten, ~~Chernow,~~ LLP
Company

502 Washington Avenue 410-339-7100
Address Telephone No.

Towson Maryland 21204-4513
City State Zip Code

***Representative to be Contacted:***

Marvin D. Miller
Name

17801 Big Falls Rd 410-357-8168
Address Telephone No.

White Hall Md 21161
City State Zip Code

ORDER RECEIVED FOR FILING
Date 11/19/03
By BB

Case No. 04-078-SPH

REV 9/15/98

**OFFICE USE ONLY**

ESTIMATED LENGTH OF HEARING _____

UNAVAILABLE FOR HEARING _____

Reviewed By D. THOMPSON Date 2/18/03

**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: # 04-078-SPH
Benson Mill Road @ Dubbs Road
Benson Mill Road @ Dubbs Road
8th Election District – 3rd Councilmanic District
Legal Owner(s): Marvin, Janet, Arthur and Louise Miller
Contract Purchasers: Dean Frank and Kevin Fitzpatrick

**Special Hearing:** to confirm the subject property actually composed of four (4) separate parcels that are described by recorded deeds; such four (4) separate parcels legally existed prior to November 27, 1979; and each of the four (4) parcels has a gross area between 2 and 100 acres and may be subdivided in accordance with Section 1A01.3.B.1.

**Hearing(s): Monday, October 6, 2003 at 9:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue.**

LAWRENCE E. SCHMIDT
Zoning Commissioner for Baltimore County

NOTES: (1) Hearings are Handicapped Accessible; for special 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.

9/330 Sep 18 C626938

# CERTIFICATE OF PUBLICATION

9/18/, 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 9/18/,2003.

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

S. Wilkinson

LEGAL ADVERTISING

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

No. 22252

DATE 8/18/03 ACCOUNT 001006 6150

AMOUNT $ 325.00

RECEIVED FROM: ALAN BETTEN, ESQ.

FOR: ITEM # 078 04-078-SPH

BENSON MILL RD @ DUBBS RD BY D. THOMPSON

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

CASHIER'S VALIDATION

PAID RECEIPT
BUSINESS ACTUAL TIME
8/19/2003 8/18/2003 11:18:52 1
REG WSH WALKIN JRIC JAR
RECEIPT # 152628 8/18/2003 OFLN
Dept 5 528 ZONING VERIFICATION
CR NO. 022252
Part Tot $325.00
325.00 CK .00 CA
Baltimore County, Maryland

# APPEAL SIGN POSTING REQUEST

CASE NO.: 04-078-SPH

1101

ARTHUR MILLER
LOUISE MILLER
JANET MILLER
MARVIN MILLER

PARCEL 17, ALMA MILLER PROPERTY

5TH ELECTION DISTRICT APPEALED: 1/21/2004

***ATTACHMENT*** – (Plan to accompany Petition – Petitioner's Exhibit No. 1)

**********COMPLETE AND RETURN BELOW INFORMATION*****

# CERTIFICATE OF POSTING

TO: Baltimore County Board of Appeals
400 Washington Avenue, Room 49
Towson, Maryland 21204

Attention: Kathleen Bianco
Administrator

CASE NO.: 04-078-SPH

Petitioner/Developer:

ARTHUR MILLER
LOUISE MILLER
JANET MILLER
MARVIN MILLER

This is to certify that the necessary appeal sign was posted conspicuously on the property located at:

## PARCEL 17, ALMA MILLER PROPERTY

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The sign was posted on 3/22, 2004

By: _____
(Signature of Sign Poster)

# AMENDED
# CERTIFICATE OF POSTING

Date: 10/1/03

RE: Case Number: 04-078-SPH

Petitioner/(Developer): FITZPATRICK

(Date of Hearing)/ Closing: OCT. 9, 2003

* ORIGINAL HEARING DATE WAS OCT. 6, 2003

This is to certify under the penalties of perjury that the necessary sing(s) required by law were posted conspicuously on the property located at SOUTH SIDE of BENSON MILL ROAD AT DUBBS ROAD

The sign(s) were posted on OCT 1, 2003
(Month, Day, Year)

Charles E. Merritt
(Signature of Sign Poster)

Charles E. Merritt
9831 Magledt Road
Baltimore, MD 21234
410-665-5562

# ZONING NOTICE

CASE # 04-078-SPH

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

PLACE: COUNTY COURTS BUILDING
401 BOSLEY AVE ROOM 407

DATE AND TIME: MONDAY OCT 6, 2003
AT 9:00 AM

POSTPONED UNTIL OCTOBER 9, 2003

REQUEST: SPECIAL HEARING TO CONFIRM
THE SUBJECT PROPERTY ACTUALLY
COMPOSED OF FOUR (4) SEPARATE PARCELS
THAT ARE DESCRIBED BY RECORD DEEDS
SUCH FOUR (4) SEPARATE PARCELS LEGALLY
EXISTED PRIOR TO NOVEMBER 27, 1979, AND
EACH OF THE FOUR (4) PARCELS HAS A
GROSS AREA BETWEEN 2 AND 100
ACRES AND MAY BE SUBDIVIDED

IN THE EVENT THAT HEARING IS POSTPONED OR CANCELLED
FOR ADDITIONAL INFORMATION CALL 887-3391

POSTED BY: [illegible] POSTED UNTIL AT LEAST 15 DAYS BEFORE HEARING

# CERTIFICATE OF POSTING

Date: 9/18/03

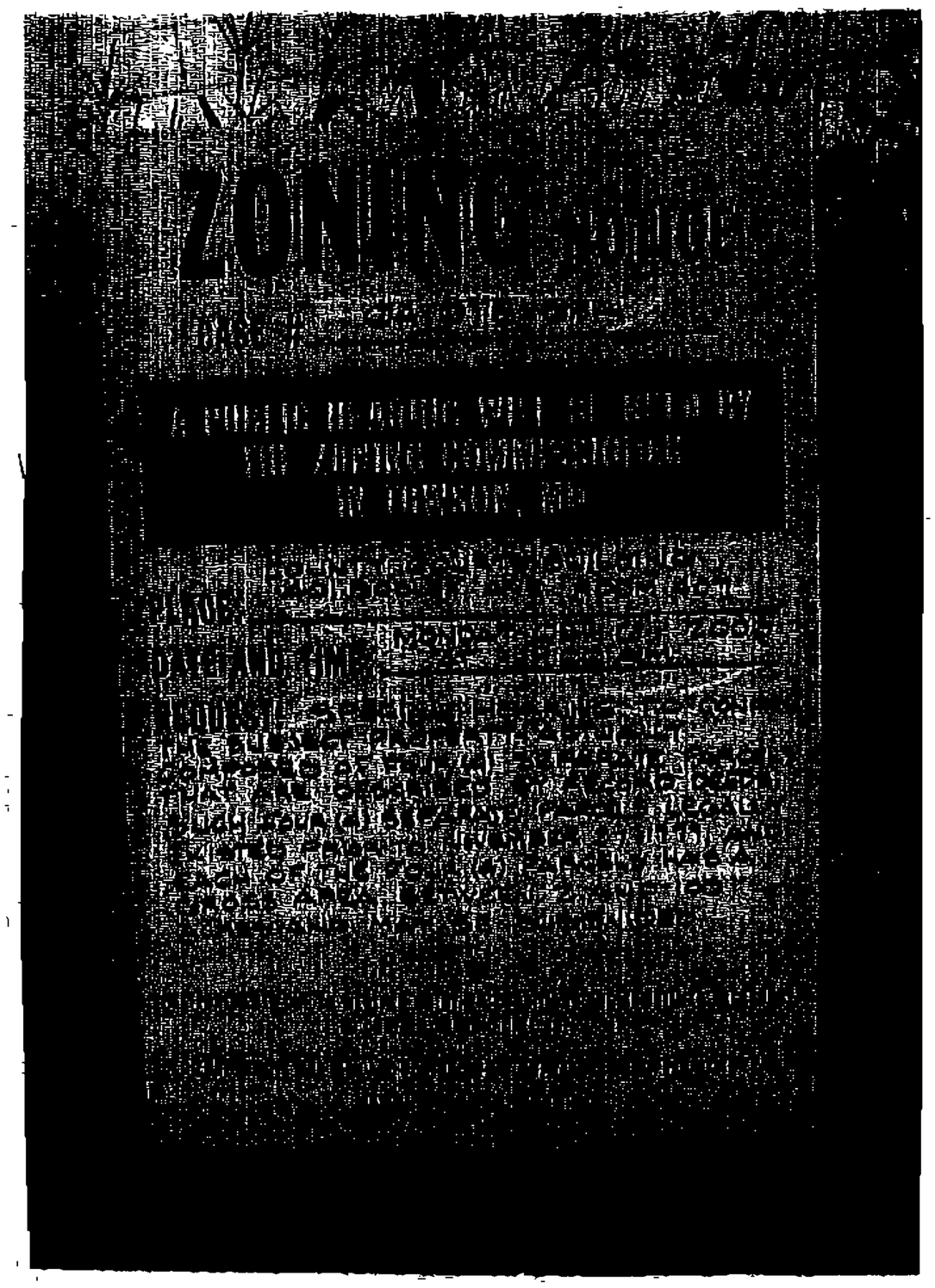
RE: Case Number: 04-078-SPH

Petitioner/(Developer) FITZPATRICK

(Date of Hearing)/ Closing: OCT. 6, 2003

This is to certify under the penalties of perjury that the necessary sing(s) required by law were posted conspicuously on the property located at SOUTH SIDE of BENSON MILL ROAD AT DUBBS ROAD

The sign(s) were posted on SEPT. 18, 2003
(Month, Day, Year)




Charles E. Merritt
(Signature of Sign Poster)

Charles E. Merritt
9831 Maqledt Road
Baltimore, MD 21234
410-665-5562

# 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: OH-078-SPH

Petitioner: FITZPATRICK

Address or Location: BENSON MILL RD. @ DUBBS RD.

PLEASE FORWARD ADVERTISING BILL TO:

Name: ALAN BETTEN, ESQ.

Address: KANDEL, KLITENIC, KOTZ & BETTEN, LLP

502 WASHINGTON AVE., TOWSON, MD 21204-4513

Telephone Number: 410-339-7100

Revised 2/20/98 - SCJ

**Department of Permits and Development Management**

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

**Baltimore County**

*James T. Smith, Jr., County Executive*
*Timothy M. Kotroco, Director*

September 30, 2003

# CORRECTED 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: 04-078-SPH**
Benson Mill Road @ Dubbs Road
Benson Mill Road @ Dubbs Road
5th Election District – 3rd Councilmanic District
Legal Owners: Marvin, Janet, Arthur and Louise Miller
Contract Purchasers: Dean Frank and Kevin Fitzpatrick

Special Hearing to confirm the subject property actually composed of four (4) separate parcels that are described by recorded deeds; such four (4) separate parcels legally existed prior to November 27, 1979; and each of the four (4) parcels has a gross area between 2 and 100 acres and may be subdivided in accordance with Section 1A01.3.B.1.

Hearings: Thursday, October 9, 2003, at 9:00 a.m., in Room 407, County Courts Buildings, 401 Bosley Avenue

Timothy Kotroco

Director

TK:klm

C: Kandel, Klitenic, Kotz, Betten, LLP, Alan Betten, 502 Washington Ave., Towson 21204
Marvin, Janet, Arthur and Louise Miller, 17801 Big Falls Rd., White Hall 21161
Dean Frank, Kevin Fitzpatrick, 13400 Fork Road, Baldwin 21013

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

TO: PATUXENT PUBLISHING COMPANY
Thursday, September 18, 2003 Issue - Jeffersonian

Please forward billing to:
Alan Betten, Esq. 410-339-7100
Kandel, Klitenic, Kotz & Betten, LLP
502 Washington Avenue
Towson, MD 21204

---

# CORRECTED 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: 04-078-SPH**
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Hearings: Thursday, October 9, 2003, at 9:00 a.m., in Room 407, County Courts Buildings, 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**

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

**Baltimore County**

*James T. Smith, Jr., County Executive*
*Timothy M. Kotroco, Director*

August 29, 2003

# CORRECTED 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: 04-078-SPH**
Benson Mill Road @ Dubbs Road
5th Election District – 3rd Councilmanic District
Legal Owners: Marvin, Janet, Arthur and Louise Miller
Contract Purchasers: Dean Frank and Kevin Fitzpatrick

Special Hearing to confirm the subject property actually composed of four (4) separate parcels that are described by recorded deeds; such four (4) separate parcels legally existed prior to November 27, 1979; and each of the four (4) parcels has a gross area between 2 and 100 acres and may be subdivided in accordance with Section 1A01.3.B.1.

Hearings: Monday, October 6, 2003, at 9:00 a.m., in Room 407, County Office Buildings, 401 Bosley Avenue

Timothy Kotroco
Director

TK:klm

C: Kandel, Klitenic, Kotz, Betten, LLP, Alan Betten, 502 Washington Ave., Towson 21204
Marvin, Janet, Arthur and Louise Miller, 17801 Big Falls Rd., White Hall 21161
Dean Frank, Kevin Fitzpatrick, 13400 Fork Road, Baldwin 21013

NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY SATURDAY, SEPTEMBER 20, 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.

TO: PATUXENT PUBLISHING COMPANY
Thursday, September 18, 2003 Issue - Jeffersonian

Please forward billing to:
Alan Betten, Esq. 410-339-7100
Kandel, Klitenic, Kotz & Betten, LLP
502 Washington Avenue
Towson, MD 21204

---

# CORRECTED 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: 04-078-SPH**
Benson Mill Road @ Dubbs Road
Benson Mill Road @ Dubbs Road
5th Election District – 3rd Councilmanic District
Legal Owners: Marvin, Janet, Arthur and Louise Miller
Contract Purchasers: Dean Frank and Kevin Fitzpatrick

Special Hearing to confirm the subject property actually composed of four (4) separate parcels that are described by recorded deeds; such four (4) separate parcels legally existed prior to November 27, 1979; and each of the four (4) parcels has a gross area between 2 and 100 acres and may be subdivided in accordance with Section 1A01.3.B.1.

Hearings: Monday, October 6, 2003, at 9:00 a.m., in Room 407, County Office Buildings, 401 Bosley Avenue

Lawrence E. Schmidt

LAWRENCE E. SCHMIDT
ZONING COMMISSIONER FOR BALTIMORE COUNTY

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

Baltimore County
Department of Permits and
Development Management

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

August 29, 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: 04-078-SPH**
Benson Mill Road @ Dubbs Road
Benson Mill Road @ Dubbs Road
5th Election District – 3rd Councilmanic District
Legal Owners: Marvin, Janet, Arthur and Louise Miller
Contract Purchasers: Dean Frank and Kevin Fitzpatrick

Special Hearing to confirm the subject property actually composed of four (4) separate parcels that are described by recorded deeds; such four (4) separate parcels legally existed prior to November 27, 1979; and (3) of the four (4) parcels has a gross area between 2 and 100 acres and may be subdivided.

Hearings: Monday, October 6, 2003, at 9:00 a.m., in Room 407, County Office Buildings, 401 Bosley Avenue

Timothy Kotroco
Director

TK:klm

C: Kandel, Klitenic, Kotz, Betten, LLP, Alan Betten, 502 Washington Ave., Towson 21204
Marvin, Janet, Arthur and Louise Miller, 17801 Big Falls Rd., White Hall 21161
Dean Frank, Kevin Fitzpatrick, 13400 Fork Road, Baldwin 21013

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(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

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TO: PATUXENT PUBLISHING COMPANY
Thursday, September 18, 2003 Issue - Jeffersonian

Please forward billing to:
Alan Betten, Esq. 410-339-7100
Kandel, Klitenic, Kotz & Betten, LLP
502 Washington Avenue
Towson, MD 21204

---

# 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: 04-078-SPH**
Benson Mill Road @ Dubbs Road
Benson Mill Road @ Dubbs Road
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Legal Owners: Marvin, Janet, Arthur and Louise Miller
Contract Purchasers: Dean Frank and Kevin Fitzpatrick

Special Hearing to confirm the subject property actually composed of four (4) separate parcels that are described by recorded deeds; such four (4) separate parcels legally existed prior to November 27, 1979; and (3) of the four (4) parcels has a gross area between 2 and 100 acres and may be subdivided.

Hearings: Monday, October 6, 2003, at 9:00 a.m., in Room 407, County Office Buildings, 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.

# County Board of Appeals of Baltimore County

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

Rescheduled to 1:00 pm start time - admin. mod.

**Hearing Room – Room 48**
**Old Courthouse, 400 Washington Avenue**

May 10, 2004

**NOTICE OF ASSIGNMENT**

**CASE #: 04-078-SPH**

**IN THE MATTER OF:** ***MILLER PROPERTY*** – Marvin D. Miller, et al – Legal Owners; Dean Frank and Kevin Fitzpatrick – C.P.
Parcel 17, Alma Miller Property; S/s Benson Mill Rd, E of Dubbs Rd
5th Election District; 3rd Councilmanic District

11/18/03 – Order of Z.C. in which requested special hearing relief was DENIED.
12/16/03 – Motion for Reconsideration filed by Counsel for Petitioner
1/13/04 – Hearing on Motion scheduled by Z.C. and notice of hearing sent to all parties.

**[NOTE: APPEAL FILED FROM NOTICE OF HEARING ON MOTION FOR RECONSIDERATION; NOT AN APPEAL OF THE MERITS OF THIS CASE.]**

**ASSIGNED FOR:** **THURSDAY, JULY 22, 2004 at 10:00 a.m.** 1:00 pm

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

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

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

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

**Kathleen C. Bianco**
**Administrator**

c: Appellant : Office of People's Counsel

Counsel for Petitioners : Howard L. Alderman, Jr., Esquire
Legal Owners : Mr. and Mrs. Marvin D. Miller, et al
Contract Purchasers : Dean W. Frank
Mr. and Mrs. Kevin Fitzpatrick

Alan Beten, Esquire
Messrs. Robert Henry and David Martin /G.W. Stephens Jr. & Assoc.

Richard Mitchell
Mr. and Mrs. David Veblen
Jack Dillon /Valleys Planning Council
Catherine Gemmill

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

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County Board of Appeals of Baltimore County

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

w/d by Petitioners Irene Purnell 7-15-04

**Hearing Room – Room 48**
**Old Courthouse, 400 Washington Avenue**

June 16, 2004

**NOTICE OF REASSIGNMENT /AS TO START TIME ONLY**

**CASE #: 04-078-SPH**

**IN THE MATTER OF:** ***MILLER PROPERTY*** – Marvin D. Miller, et al – Legal Owners; Dean Frank and Kevin Fitzpatrick – C.P.
Parcel 17, Alma Miller Property; S/s Benson Mill Rd, E of Dubbs Rd
5th Election District; 3rd Councilmanic District

11/18/03 – Order of Z.C. in which requested special hearing relief was DENIED.
12/16/03 – Motion for Reconsideration filed by Counsel for Petitioner
1/13/04 – Hearing on Motion scheduled by Z.C. and notice of hearing sent to all parties.

**[NOTE: APPEAL FILED FROM NOTICE OF HEARING ON MOTION FOR RECONSIDERATION; NOT AN APPEAL OF THE MERITS OF THIS CASE.]**

which is assigned to be heard on July 22, 2004 has been administratively **REASSIGNED TO A LATER START TIME THAT SAME DAY; and has been**

**REASSIGNED FOR:** **THURSDAY, JULY 22, 2004 at 1:00 p.m.**

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

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

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

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

**Kathleen C. Blanco/ Administrator**

c: Appellant : Office of People's Counsel

Legal Owners : Mr. and Mrs. Marvin D. Miller, et al
Alan Beten, Esquire
Messrs. Robert Henry and David Martin /G.W. Stephens Jr. & Assoc.

Richard Mitchell
Mr. and Mrs. David Veblen
Jack Dillon /Valleys Planning Council
Catherine Gemmill

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

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12/16/03

| IN RE: | PETITION FOR SPECIAL HEARING<br>S/S Benson Mill Road, E of Dubbs Road<br>*Anna Miller Property*<br>5th Election District<br>3rd Councilmanic District<br><br>Arthur Miller, *et al*,<br><br>*Owners/Petitioners* | BEFORE THE<br><br>ZONING COMMISSIONER<br><br>OF<br><br>BALTIMORE COUNTY<br><br>Case No. 04-078-SPH |
|---|---|---|

**MOTION FOR RECONSIDERATION**

Arthur E. Miller, *et al*, Owners of the above-referenced property and Petitioners in this case, by and through their attorneys, Howard L. Alderman, Jr., and Levin and Gann, P.A., hereby move pursuant to Rule 4.K as promulgated by the Zoning Commissioner for Baltimore County, that the Zoning Commissioner of Baltimore County (the "Commissioner") reconsider the final decision in this matter, captioned as the *Findings of Fact and Conclusions of Law* dated November 18, 2003 (the "Order"), and in support of their Motion, the Owners/Petitioners offer the following:

1. The property which is the subject of this case is comprised of five separate parcels that were, individually, lots of record on November 25, 1979.

2. The property which is the subject of this case is zoned **RC-2** and no portion is zoned RC-4.

3. There is no intent, either expressed or implied, contained in the deed executed by the Estate Grantor/Distributor to "merge" the five (5) parcels comprising the subject parcels into a single lot of record.

4. The zoning doctrine of merger relied upon in the Order is generally applicable to "undersized parcels, not oversized parcels." *Friends of the Ridge v. BGE*, 352 Md. 645, 653 (1999)

(Emphasis added.) The "burden is placed on the party who asserts a physical merger to establish the landowner's intent to integrate the adjoining lots into one large parcel. *Id.* at 657.

5. In the instant case, there has been no integrated "project" or building across lot lines that would constitute direct evidence of a merger of lots of record. Rather, the lots of record have retained their identity. *Id.* at 658-659.

6. No variance from lot lines of record was sought in the instant case.

7. The Baltimore County Council has addressed the doctrine of zoning merger in the RC2 and RC4 zones. Since November 25, 1979, the *Baltimore County Zoning Regulations* ("BCZR") have used "lot of record" as a defining mechanism for calculating subdivision lot density **in the RC2 zone**. BCZR §1A01.3B.1 provides: "*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." (Emphases added.)

8. Conversely, **in the RC4** zone, the Baltimore County Council has determined that the existing number of lots **is immaterial** to the determination of density. BCZR §1A03.4B.1 provides "*Lot density*. a.. A **tract to be developed** in an R.C.4 Zone with a gross area of less than six acres may not be subdivided, and a **tract to be developed** with a gross area of at least six acres but not more than 10 acres may not be subdivided into more than two lots (total), each of which must be at least three acres . . . . (Emphases added.)

9. The County Council's specific use of "lot of record" [**RC2**] v. "tract" [**RC4**] cannot be ignored. The "tract" of property zoned RC4 may contain many "lots of record" – it has no effect

on density. The term "lot of record" defined in BCZR §101 as "[a] parcel of land with boundaries as recorded in the land records of Baltimore County on the same date as the effective date of the zoning regulation which governs the use, subdivision or other condition thereof." Thus, implicitly, the County Council adopted a "doctrine of zoning merger" but only in the RC4 zone. However, the RC2 zone retains the "lot of record" definition.

10. The evidence in this case shows clearly that the subject property was defined as five (5) separate lots "as recorded in the land records of Baltimore County on the same date as the effective date of the zoning regulation [November 25, 1979] which governs the use, subdivision or other condition thereof." BCZR § 101 (Emphasis added.)

11. The *Deed of Distribution* evidences a perimeter description of the property being distributed for purposes of convenience of the Estate – there is no language of intended merger of the five parcels into one.

WHEREFORE, for all of the above-stated reasons, the Owners hereby request that the Zoning Commissioner for Baltimore County reconsider his November 18, 2003 Order and:

A. APPROVE the Special Hearing Relief as prayed; and

B. For such further relief as the nature of this case may require.

RESPECTFULLY SUBMITTED

HOWARD L. ALDERMAN, JR.
Levin & Gann, PA
Nottingham Centre, 8th Floor
502 Washington Avenue
Towson, Maryland 21204
410-321-0600
410-296-2801 (Fax)
Attorneys for Owners/Petitioners

DATED: December 16, 2003

FROM THE OFFICE OF

GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS
1020 CROMWELL BRIDGE ROAD • TOWSON, MARYLAND 21286-3396

Description of Parcel One
Miller Estate
To accompany a Zoning Petition
Containing 33.26 acres of land more or less
5th Election District
Baltimore County, Maryland



Beginning for the same at a point situated South 78 degrees 12 minutes 19 seconds East 469.68 feet from the intersection of the centerline of paving of Benson Mill Road and the centerline of paving of Dubbs Road, said point of beginning also being at the beginning of the 31st or South 79 degree 24 minute 42 second East 267.28 foot line of that parcel of land described in a Deed dated March 12, 1998, between Arthur E. Miller, et al and Arthur E. Miller, et al, recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 12859 folio 120, running thence leaving said point of beginning, binding on said 31st line and the 32nd line of said deed, the two following courses;

1) South 79 degrees 24 minutes 43 seconds East 267.28 feet and
2) South 40 degrees 15 minutes 34 seconds East 20.33 feet, thence leaving the outlines of said deed, running through said parcel described in said deed, the eight following courses;
3) South 40 degrees 15 minutes 34 seconds East 953.94 feet,
4) South 81 degrees 44 minutes 26 seconds West 363.00 feet,
5) South 53 degrees 44 minutes 26 seconds West 367.12 feet,
6) North 07 degrees 14 minutes 26 seconds East 280.50 feet,
7) South 76 degrees 03 minutes 30 seconds West 555.35 feet,
8) South 18 degrees 46 minutes 25 seconds East 330.00 feet,
9) South 21 degrees 13 minutes 40 seconds West 396.06 feet and
10) South 34 degrees 13 minutes 35 seconds West 345.99 feet to the end of the 22nd line of said deed, running thence binding on the 23rd through the 30th lines of said deed, the eight following courses;
11) North 67 degrees 52 minutes 50 seconds West 123.59 feet,
12) South 88 degrees 41 minutes 22 seconds West 115.66 feet,
13) North 60 degrees 33 minutes 38 seconds West 148.71 feet,
14) South 06 degrees 08 minutes 37 seconds West 24.71 feet,
15) North 54 degrees 07 minutes 34 seconds West 148.69 feet,
16) North 46 degrees 19 minutes 34 seconds West 247.82 feet,
17) North 40 degrees 49 minutes 34 seconds West 16.23 feet and
18) North 37 degrees 34 minutes 14 seconds East 1920.46 feet to the point of beginning.

Containing 1,449,002 Square Feet or 33.26 acres of land more or less.

Being part of that parcel of land described in an Indenture dated July 27, 1815, between Jacob Lemmon and James Benson, recorded among the Land Records of Baltimore City, Maryland in Liber W.G. 133 folio 29.

Also being part of that parcel of land conveyed by Arthur Edward Miller to Edward Alan Miller, et ux, by Deed dated February 28, 1955, recorded among the Land Records of Baltimore County, Maryland in Liber G.L.B. 2662 folio 10.

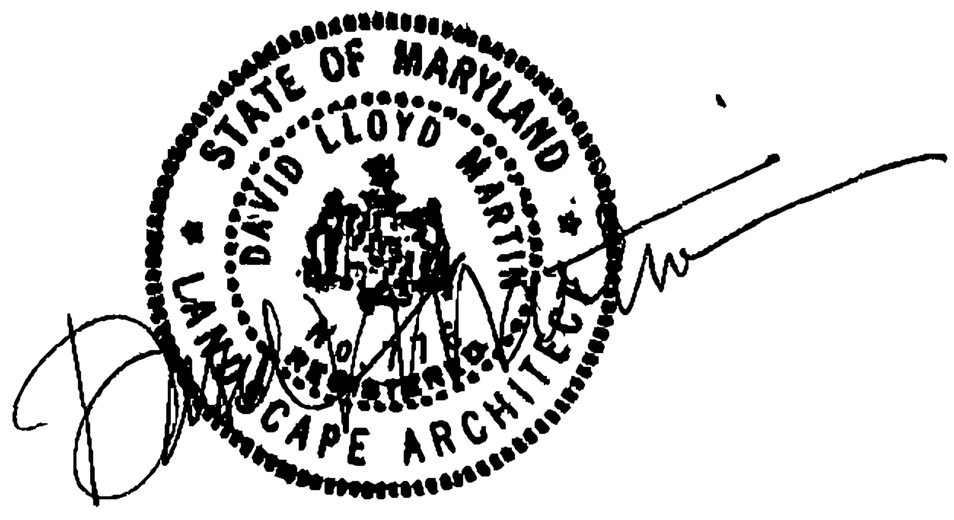
410-825-8120 • FAX 410-583-0288
gwstowson@erols.com

04-078-SPH

Also being part of that parcel of land described in a Deed dated March 12, 1998, between Arthur E. Miller, et al and Arthur E. Miller, et al, recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 12859 folio 120.

The above bearings are based on the Baltimore County Metropolitan District Grid System.

NOTE: THE ABOVE DESCRIPTION IS BASED ON A COMPILATION OF DEEDS AND DOES NOT CONSTITUTE A FIELD SURVEY AND IS FOR ZONING PURPOSES ONLY AND IS NOT TO BE USED FOR CONTRACTS, CONVEYANCES OR AGREEMENTS.




04-078-SPH

Baltimore County
Department of Permits and
Development Management

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

October 3, 2003

Alan Betten, Esq.
Kandel, Klitenic, Kotz & Betten, LLP
502 Washington Avenue
Towson, MD 21204-4513

Dear Mr. Betten:

RE: Case Number: 04-078-SPH, Benson Mill Road @ Dubbs Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on August 8, 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
Dean Frank
Kevin Fitzpatrick
Marvin Miller
Janet Miller
Arthur Miller
Louise Miller



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on Recycled Paper

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

SHA
"Driven to Excel"
State Highway Administration
MARYLAND DEPARTMENT OF TRANSPORTATION

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

Date: 8.26.03

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

RE: Baltimore County
Item No. 078 DT

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,

K. A. McDonald

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

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

August 26, 2003

ATTENTION: Rebecca Hart

Distribution Meeting of: August 26, 2003

Item No.: 078 069-087

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

# BALTIMORE COUNTY, MARYLAND

## INTER-OFFICE CORRESPONDENCE

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

**DATE:** September 2, 2003

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

**SUBJECT:** Zoning Advisory Petition(s): **Case 04-069, 04-078, and 04-086**

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:** Lynn Lanham

AFK/LL:MAC

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO: Tim Kotroco

FROM: R. Bruce Seeley RBS HLOT

DATE: September 24, 2003

SUBJECT: Zoning Item 04-078
Address Benson Mill @ Dubbs Road

Zoning Advisory Committee Meeting of: August 25, 2003

Prior to subdivision approval, the site must comply with COMAR regulations concerning, well and septic.

Reviewer: Sue Farrinetti Date: September 12, 2003

**BALTIMORE COUNTY, MARYLAND**

**INTEROFFICE CORRESPONDENCE**

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

**DATE:** September 25, 2003

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

**SUBJECT:** Zoning Advisory Committee Meeting
For September 2, 2003
Item No. 078

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

Each parcel must have a fee-simple frontage to a public road to be able to be subdivided.

RWB:CEN:jrb

cc: File

*ZAC-09-02-2003-ITEM NO 078-09252003*

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO: Tim Kotroco

FROM: R. Bruce Seeley RBS/TGT

DATE: October 1, 2003

SUBJECT: Zoning Item 04-078
Address Benson Mill at Dubbs Road (Miller Property)

Zoning Advisory Committee Meeting of August 25, 2003

_____ The Department of Environmental Protection and Resource Management has no comments on the above-referenced zoning item.

_____ The Department of Environmental Protection and Resource Management requests an extension for the review of the above-referenced zoning item to determine the extent to which environmental regulations apply to the site.

__X__ The Department of Environmental Protection and Resource Management offers the following comments on the above-referenced zoning item:

__X__ Development of the property must comply with the Regulations for the Protection of Water Quality, Streams, Wetlands and Floodplains (Sections 14-331 through 14-350 of the Baltimore County Code).

__X__ Development of this property must comply with the Forest Conservation Regulations (Section 14-401 through 14-422 of the Baltimore County Code).

_____ Development of this property must comply with the Chesapeake Bay Critical Area Regulations (Sections 26-436 through 26-461, and other Sections, of the Baltimore County Code).

Additional Comments:

Any subdivision of these parcels must comply with the above referenced regulations.

Reviewer: David Lykens Date: October 1, 2003

| | | | |
|---|---|---|---|
| RE: | PETITION FOR SPECIAL HEARING<br>Benson Mill Rd @ Dubbs Road<br>5th Election & 3rd Councilmanic Districts<br>Legal Owner(s): Marvin D, Janet B.,<br>Arthur E, & Louise M. Miller<br>Contract Purchaser(s): Dean W Frank,<br>Kevin C Fitzpatrick<br>Petitioner(s) | * | BEFORE THE<br><br>ZONING COMMISSIONER<br><br>FOR<br><br>BALTIMORE COUNTY<br><br>04-078-SPH |

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

**ENTRY OF APPEARANCE**

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

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

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

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 29th day of August, 2003, a copy of the foregoing Entry of Appearance was mailed to Marvin B Miller, 17801 Big Falls Road, White Hall, MD 21161 & Alan Betten, Esquire, Kandel, Klitenic, Kotz & Betten, LLP, 502 Washing Avenue, Towson, MD 21204, Attorney for Petitioner(s).

RECEIVED
AUG 29 2003
Per .....

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

**Department of Permits and Development Management**

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

**Baltimore County**

*James T. Smith, Jr., County Executive*
*Timothy M. Kotroco, Director*

RECEIVED
FEB 27 2004
BALTIMORE COUNTY
BOARD OF APPEALS

February 25, 2004

RECEIVED
FEB 27 2004
BALTIMORE COUNTY
BOARD OF APPEALS

Howard Alderman
Levin & Gann
502 Washington Avenue
Towson, MD 21204

Dear Mr. Alderman:

RE: Case : 04-078-SPH, Alma Miller Property

Please be advised that an appeal of the above-referenced case was filed in this office on January 21, 2004 from Peter Zimmerman of Baltimore County People's Counsel. All materials relative to the case have been forwarded to the Baltimore County Board of Appeals (Board).

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

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

Sincerely,

Timothy Kotroco
Director

TK:klm

c: Lawrence E. Schmidt, Zoning Commissioner
Timothy Kotroco, Director of PDM
People's Counsel
Howard Alderman, 502 Washington Ave., Towson 21204
Mr. & Mrs. Marvin Miller, 17801 Big Falls Road, White Hall 21161
Mr. & Mrs. Kevin Fitzpatrick, 7 Apple Valley Court, Parkton 21120
Dean Frank, 13400 Fork Road, Baldwin 21013
Richard Mitchell, 24 Evans Avenue, Timonium 21093
Jack Dillon, 207 Courtland Avenue, Towson 21204
Catherine Gemmill, 2808 Benson Mill Road, Sparks 21152
Mr. & Mrs. David Veblen, 2801 Benson Mill Road, Sparks 21152

# *Baltimore County, Maryland*

OFFICE OF PEOPLE'S COUNSEL
Room 47, Old CourtHouse
400 Washington Ave.
Towson, MD 21204

410-887-2188
Fax: 410-823-4236

PETER MAX ZIMMERMAN
People's Counsel

CAROLE S. DEMILIO
Deputy People's Counsel


January 21, 2004

RECEIVED
JAN 21 2004
Per...

Timothy Kotroco, Director
Permits & Development Management
111 W Chesapeake Avenue
Towson, Maryland 21204

Re: Alma Miller Property
Case No. 04-078-SPH

Dear Mr. Kotroco:

Pursuant to Baltimore County Code Sec 26-132(a), please enter an appeal to the County Board of Appeals from the Zoning Commissioner, Lawrence E. Schmidt's January 13, 2004 decision and ruling to reconsider on the merits his November 18, 2003 denial of the petition in this case. This appeal is limited to the decision of the Commissioner under Commissioner Rule 4K to allow reconsideration. This is not an appeal of the merits of the Commissioner's November 18, 2003 denial on the merits.

People's Counsel entered its appearance and was party to the proceedings before the Commissioner. See Maryland-National Capital Park & Planning Comm's v. Smith 333 Md. 3, 4-11 (1993); Sugarloaf Citizens v. MDE 344 Md. 271, 285-93 (1996).

The main reasons for this appeal are that the December 16, 2003 Motion for Reconsideration does not qualify for review, is defective, and/or fails to confer jurisdiction to reconsider because of lack of notice to other parties of record. As reflected in the Certificate of Service in the Motion, Petitioners notified their own co-counsel, Alan Betten, but did not notify John J. Dillon, Jr, Catherine Gemmill, Mr. & Mrs. David Veblen, and People's Counsel for Baltimore County, all of whom were parties of record. These parties were not aware of the motion until after the Commissioner made his January 13, 2004 decision to reconsider and sent notice to all parties of his decision.

While the Commissioner at that time gave notice to all parties, his decision to allow reconsideration where the parties had not been given prior notice of the Motion is inconsistent with basic administrative law, constitutional law and procedure and public justice.

Sincerely,

Peter Max Zimmerman

Peter Max Zimmerman
People's Counsel for Baltimore County

C. S. Demilio

Carole S. Demilio
Deputy People's Counsel

PMZ/CSD/rmw

cc: Howard L. Alderman, Esquire
Alan Betton, Esquire
Catherine Gemmill
Mr. & Mrs David Veblen
Lawrence E. Schmidt, Zoning Commissioner
for Baltimore County

File

**From:** "Daniel Vona" <March_Hare@worldnet.att.net>
**To:** <jimsmith@co.ba.md.us>
**Date:** Tue, Sep 30, 2003 10:51 PM
**Subject:** Subdivision of Property

Dear Mr. Smith:

I am writing to you on behalf of Mrs. Catherine Gemmill, 2808 Benson Mill Road, Mr. & Mrs. W. Randall Gerstmyer, 2823 Benson Mill Road, and Mr. & Mrs. David Veblen, 2801 Benson Mill Road, in Sparks to express their concerns about Case # 04-078-SPH, which is scheduled for hearing on 10/6/03 at 9:00 at 401 Bosley Avenue, RM 407.

Case #04-078-SPH is the proposed subdivision of the parcels of the Miller Farm located on Benson Mill Road.

All of the named parties are opposed to any subdivision or rezoning of the said property because it would further exacerbate existing problems in the Hunt Valley-Sparks area. Worthington Valley and Parkton are already overbuilt with houses, and Hunt Valley and Loveton have been allowed to over-develop commercially loading Falls Road, York Road, Shawan Road, Tufton Lane, and I-83 with excessive traffic. The infrastructure of Northern Baltimore County was not made to support such growth and cannot continue to grow as such. Therefore, any plans for subdivision that are given should include analysis of the magnitude of traffic increases to the area.

Furthermore the Miller property holds many streams and flood plains that feed the Loch Raven reservoir, the Baltimore Metropolitan area's potable water supply. Any plans for development must take into account run-off from septic tanks and lawn treatment chemicals, as well as water consumption that comes with modern subdivisions. The existing homes in the area are on large lots, averaging over 10 acres, with most of the homes being constructed over 20 years ago, and any plans for subdividing this property should keep in mind the character of the area.

Thank you for you consideration,

Daniel O'Neal Vona

Catherine H. Gemmill

W. Randall Gerstmyer

Nancy J. Gerstmyer

Linda Veblen

David Veblen

**CC:** <eoconnor@co.ba.md.us>, <pdmdevrvw@co.ba.md.us>, <pdmzoning@co.ba.md.us>

File

**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*

January 22, 2004

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

RE: **MOTION FOR RECONSIDERATION** (PETITION FOR SPECIAL HEARING)
**(Parcel 17, Alma Miller Property)**
5th Election District – 3rd Council District
Arthur Miller, et al, Owners; Dean W. Frank & Kevin C. Fitzpatrick, et ux, Contr. Pur.
Case No. 04-078-SPH

Dear Mr. Zimmerman & Ms. Demilio:

In response to your letter of January 21, 2004 concerning the above-captioned matter, I believe it appropriate to establish the present procedural status of this matter. By way of background, this matter came before me for consideration of a Petition for Special Hearing. The Petition was filed by the property owners, Arthur E. Miller, et al, and the Contract Purchasers, Kevin Fitzpatrick, et al. At the hearing, Alan Betten appeared on behalf of the Contract Purchasers and Jack Dillon appeared on behalf of the Valleys Planning Council (VPC). Although your office entered its appearance, neither you nor Ms. Demilio appeared. Following the hearing, I issued a written opinion and order dated November 18, 2003 denying the Petition for Special Hearing.

Thereafter, on December 16, 2003, Mr. Alderman entered his appearance on behalf of the property owners (Miller) and filed a Motion for Reconsideration, pursuant to Rule 4K of the Rules of Practice and Procedure before the Zoning Commissioner/Hearing Officer of Baltimore County. That Rule permits a party to file a Motion for Reconsideration within thirty (30) days of the date of an Order. Thus, the Motion in this case was timely filed. Rule 4K further provides that, "At his discretion, the Zoning Commissioner may convene a hearing to receive testimony and/or argument on the Motion." Pursuant to that authority, I scheduled this matter to reconvene for further proceedings on February 2, 2004 and forwarded a letter to all parties accordingly. Moreover, the scheduling of this matter was coordinated with Mr. Alderman and Mr. Dillon. Mr. Alderman advised me at that time that Mr. Betten did not need to be contacted insofar as scheduling.

In my judgment, there has been no substantive ruling on the Motion and there has been no prejudice to any party regarding same. However, in light of the comments made in your letter, I would appreciate your advice as to whether this matter should be scheduled for further proceedings before the Zoning Commissioner's Office.

Very truly yours,

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

cc: Howard L. Alderman, Jr., Esquire (Attorney for Arthur Miller, et al)
Levin & Gann, 502 Washington Avenue, Towson, Md. 21204
Mr. & Mrs. Marvin D. Miller, 17801 Big Falls Road, White Hall, Md. 21161
Messrs. Robert P. Henry & David Martin, G. W. Stephens, Jr. & Assoc., Inc.
1020 Cromwell Bridge Road, Towson, Md. 21286
Alan Betten, Esquire (Attorney for Fitzpatrick/Frank)
Kandel, Klitenic, Kotz & Betten, LLP, 502 Washington Ave., #610, Towson, Md. 21204
Mr. & Mrs. Kevin Fitzpatrick, 7 Apple Valley Court, Parkton, Md. 21120
Mr. Dean W. Frank, 13400 Fork Road, Baldwin, Md. 21013
Mr. Richard Mitchell, 24 Evans Avenue, Timonium, Md. 21093
Mr. Jack Dillon, Valleys Planning Council, 207 Courtland Avenue, Towson, Md. 21204
Ms. Catherine Gemmill, 2808 Benson Mill Road, Sparks, Md. 21152
Mr. & Mrs. David Veblen, 2801 Benson Mill Road, Sparks, Md. 21152
Timothy M. Kotroco, Director, DPDM
Case File

KANDEL, KLITENIC, KOTZ & BETTEN, LLP
ATTORNEYS AT LAW

SUITE 610, NOTTINGHAM CENTRE
502 WASHINGTON AVENUE
TOWSON, MARYLAND 21204-4513

ALAN BETTEN

TEL: (410) 339-7100
FAX: (410) 339-7107
EMAIL: abetten@k3blaw.com

September 26, 2003

**Via Facsimile and First Class Mail**
Mr. Timothy Kotroco, Director
Baltimore County Department of
Permits and Development Management
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

**Re: Benson Mill Road at Dubbs Road; Case No. 04-078-SPH**

Dear Tim:

This letter is sent as a follow-up to my conversation of earlier today with Ms. Becky Hart in your office with regard to the scheduling of the above-captioned Special Hearing. As it turns out, the Hearing has been scheduled for October 6, 2003, which is Yom Kippur. Because I will be unable to attend the Special Hearing on that date, I have requested, and Ms. Hart has graciously consented, to a continuance of this matter, to October 9, 2003, at 9:00 a.m. in Room 407, Circuit Courthouse, 401 Bosley Avenue. It is my understanding that, at the scheduled Hearing on October 6, 2003, the Zoning Commissioner will notify any people in attendance that the matter has been continued to the following Thursday. The Petitioner will place a notice on the sign currently posted on the Property in order to attempt to inform any interested parties of the continuance. By so doing, it is my understanding that there will not be any need to re-post or re-advertise the Special Hearing.

Thank you for your cooperation in this matter.

Very truly yours,

Alan Betten

AB/tsh
cc: Mr. Kevin Fitzpatrick (via fax)
Mr. James Markle (via fax)
Mr. David Martin (via fax)
Mr. Richard Mitchell (via fax)

239.1.1-kotroco-ltr-9.26.03

RECEIVED
Same as fax
SEP 29 2003
03-3351
DEVELOPMENT MANAGEMENT

WCR
To: DT
File?


# KANDEL, KLITENIC, KOTZ & BETTEN, LLP

ATTORNEYS AT LAW

SUITE 610, NOTTINGHAM CENTRE
502 WASHINGTON AVENUE
TOWSON, MARYLAND 21204-4513

ALAN BETTEN

TEL: (410) 339-7100
FAX: (410) 339-7107
EMAIL: abetten@k3blaw.com


September 9, 2003

9/16/03
See corrected notice dated 8/29/03
DT.

Mr. Timothy Kotroco, Director
Baltimore County Department of
Permits and Development Management
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

**Re: Benson Mill Road at Dubbs Road;**
**Case No. 04-078-SPH**

Dear Tim:

This letter is being sent in response to the erroneous Notice of Zoning Hearing, dated August 29, 2003, that I received from your office with regard to the above-captioned matter. When the description of the matter was drafted by your office, it did not track the description set forth on our Petition for Special Hearing, but, rather, inadvertently effected a substantive change in one of the issues being presented to the Zoning Commissioner. Specifically, our Petition listed three (3) separate issues with regard to the Property, whereas the description of the matter in the Notice of Zoning Hearing transposed the designation of issue "(3)" into a substantive number referring to the number of parcels involved.

I have spoken with Ms. Donna Thompson in your office, and have been assured that the advertisement in The Jeffersonian will be revised to make clear that each of the four (4) parcels that are the subject of the Petition has a gross area between 2 and 100 acres, and may be subdivided in accordance with Section 1A01.3B.1.

RECEIVED
03-3279
SEP 10 2003
DEPT OF PERMITS AND
DEVELOPMENT MANAGEMENT

239.1.1-kotroco-ltr-9.9.03

As I discussed with Ms. Thompson, the sign to be posted by the Petitioner will track the language of the Petition itself, so that there will (hopefully) be no misunderstanding concerning the nature of the issues being presented to the Zoning Commissioner. For your information, a copy of the Notice of Zoning Hearing and Petition are enclosed.

If you have any questions concerning this matter, please feel free to contact me.

Very truly yours,

Alan Betten

AB/tsh
cc: Mr. Kevin Fitzpatrick (via fax)
Mr. James Markle (via fax)

239.1.1-kotroco-ltr-9.9.03

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)

May 18, 2004

Kathleen Bianco, Administrator
County Board of Appeals for Baltimore County
Old Courthouse, Suite 49
400 Washington Avenue
Towson, Maryland 21204

RE: Arthur Miller, Kevin Fitzpatrick, *et al*
Case No.04-078-SPH
*Withdrawal of Appearance*

Dear Ms. Bianco:

Please accept for filing the enclosed *Withdrawal of Appearance* in the above-referenced matter. My clients, Mr. and Mrs. Kevin Fitzpatrick and Mr. Dean Frank have terminated their contractual interest in the subject property and my representation with respect thereto.

Should you or any member of the Board require any additional information in this regard, please contact me. I would appreciate it if you would return to me, in the enclosed-postage paid envelope, a copy of the enclosed pleading bearing the date stamp affixed by your office.

Thank you for your attention to this matter.

Very truly yours,

Howard L. Alderman, Jr.

HLA/gk
Enclosures
c (w/encl.): Mr. and Mrs. Kevin Fitzpatrick
Mr. Dean W. Frank
Mr. and Mrs. Marvin D. Miller *et al*
Peter Max Zimmerman, Esquire
Alan Betten, Esquire

RECEIVED
MAY 19 2004
BALTIMORE COUNTY
BOARD OF APPEALS

PLEASE PRINT CLEARLY

CASE NAME Miller
CASE NUMBER 4-78 SPH
DATE 10/9/03

# CITIZEN'S SIGN-IN SHEET

| NAME | ADDRESS | CITY, STATE, ZIP | E- MAIL |
|---|---|---|---|
| Jack Dillon | 207 Courtland Ave | Towson | dillonpc@comcast.net |
| [redacted] | [redacted] | [redacted] | [redacted] |
| Catherine Summers | 2808 Benson Mill Rd | Sparks, MD 21152 | |
| Linda Veblen | 2801 Benson Mill Rd | Sparks, MD 21152 | |
| David Veblen | " | " | dveblen@jhu.edu |

PLEASE PRINT CLEARLY

CASE NAME Bentley @ Donald
CASE NUMBER 04-098 SPH
DATE 10/9/03

# PETITIONER'S SIGN-IN SHEET

| NAME | ADDRESS | CITY, STATE, ZIP | E- MAIL |
|---|---|---|---|
| ALAN BETTEN | 502 WASHINGTON AVE STE 610 | TOWSON, MD 21204 | abetten@k3blaw.com |
| Richard Mitchell | 24 Evans Ave | Timonium md 21093 | |
| Robert P. Henry | 1020 CROMWELL BRIDGE RD. | TOWSON MD. 21286 | RHENRY@GWSTOPHENS.COM |
| DAVID MARTIN | " " | " " | dmartin@gwstephens.com |
| DEAN W. FRANK | 13400 FORK RD BALDWIN MD | BALDWIN MD 21013 | DWFCPA@EROLS.COM |
| DIANNE Fitzpatrick | 7 Apple Valley Court | Parkton, MD 21120 | DLFitz@comcast.net |
| Kevin Fitzpatrick | 7 Apple Valley Court | Parkton, MD 21120 | KCFitz7@comcast.net |

2003

Plot Ex 1

42:971.1-E

P.13

P.336

P 237

P.335

P.338

426-P.237

P.52

P.342

P 340

P.343

P.341

P.17

BEREAN

P.34

P.35

P.252

P.194

P.270

P.188

P 267

P 92

P 209

P.208

P.100

P.2

P.279

P.8

P.18

P.22

P.40

FRANCIS E. CASSIDY ET AL
5713/182
73.57A.
R8

BARBARA M. NEES
4195/514
31.05 A.
P.120

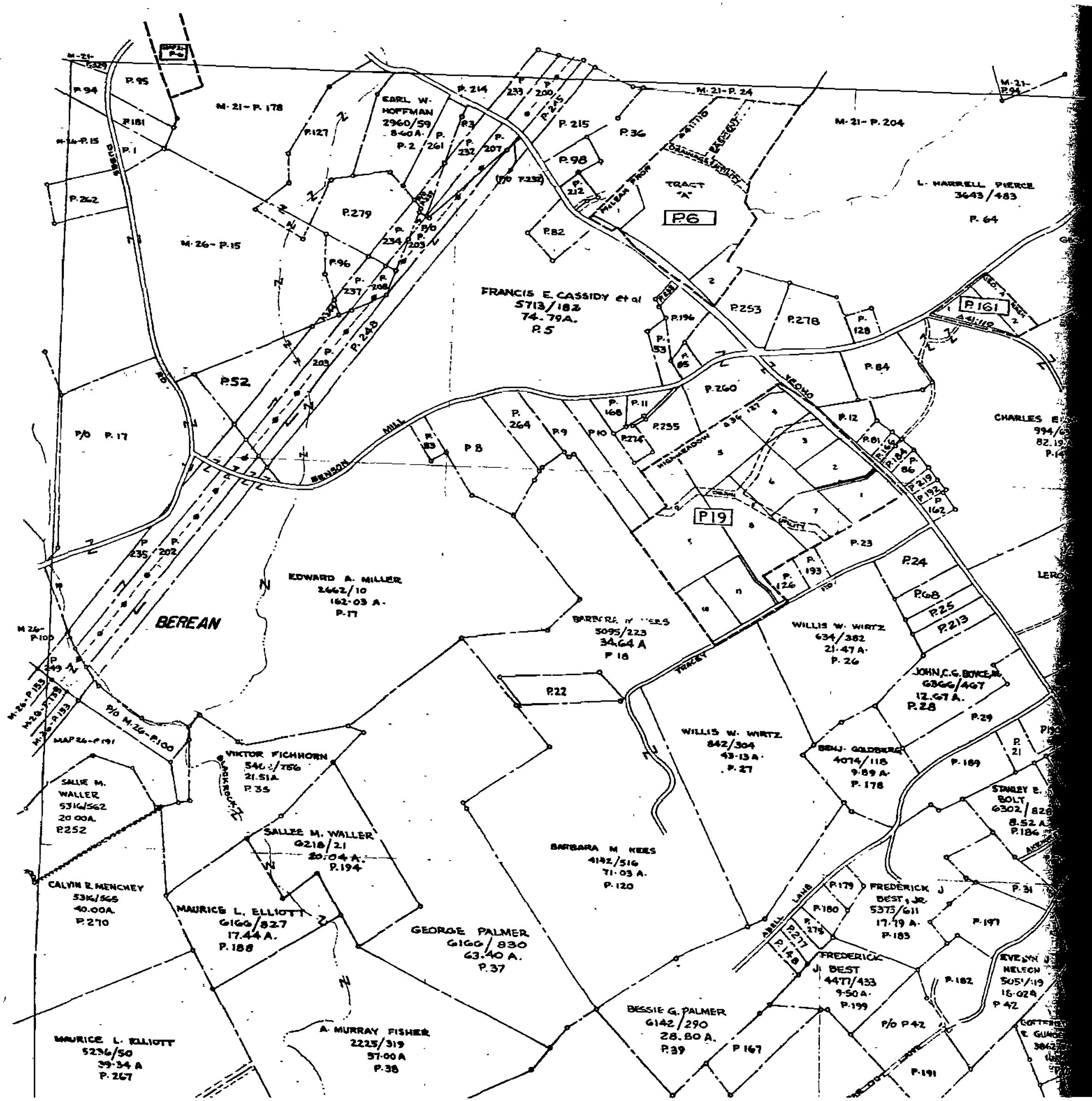
GEORGE PALMER
7778/84
63.40A.
P.57

A. MURRAY FISHER
2225/319
57.00 A
P.35

Plat 62-2

T01

26



BEREA

VIKTOR RICHNORE
5402/756
21.81A
R.30

ELLIE M.
WALLER
5316/842
20.00A.
P.252

CALVIN E. MEWCHEY
5261/865
49.00A.
P.270

M. ANTHONY MUEHLER ET AL
5613/428
82.46 A
P. 27

BARBARA M. WILDS
5142/816
11.05 A.
P. 120

1979

BALand 133:29
WK 1140-1141

WG 133/29

WG 133

his heirs doth hereby covenant promise and agree that he will warrant and forever defend the said bargained parcel of Land with the premises and appurtenances unto him the said Aaron Collett his heirs and assigns forever against all manner of persons under him claiming or which may hereafter claim from by or under him the said William Matthews or his heirs or by his or their means or procurements in Witness whereof the said William Matthews hath here unto set his hand and seal the day and year above written.

Signed sealed and delivered in presence of } Wm. Matthews (Seal)
Wm. Dorsey, Nicholas Foster

On the day of the date of the within Indenture then came the within mentioned William Matthews before us the subscribers two Justices of the peace for Baltimore County and acknowledged the within deed to be his act and the Land and premises therein mentioned to be the right title and estate of the within named Aaron Collett his heirs and assigns forever according to the true intent and meaning of said deed.

Acknowledged before us, Jesse Pocock, Nicholas Foster

Received to be recorded the 13th. day of October 1815. Same day recorded and examined P. Wm. Gibson Clk.

Jacob Lemmon
Deed to
James Benson

This Indenture made this twenty seventh day of July in the year of our Lord one thousand eight hundred and fifteen between Jacob Lemmon of Baltimore County and State of [illegible] and James Benson of the County and State aforesaid of the other part WITNESSETH that the said Jacob Lemmon for and in consideration of the sum of four thousand dollars current money of Maryland to him in hand paid by the aforesaid James Benson at or before the sealing and delivery of these presents the receipt whereof the said Jacob Lemmon doth hereby acknowledge and himself to be fully satisfied contented and paid hath given granted bargained sold alliened released enfeoffed and conveyed and by these presents doth give grant bargain sell allien release and convey unto the said James Benson his heirs and assigns forever all that part of a tract of Land called Spring Field Enlarged lying and being in the County of Baltimore aforesaid which is contained within the following metes and bounds courses and distances BEGINNING for the same at a bounded White Oak standing on the side of a hill at the end of the North four degrees East seventy one perches and one quarter of a perch line of that part of the land called Spring Field Enlarged conveyed to James Benson and running thence bounding on that part of said land reversely the five following courses South four degrees West seventy one perches and one quarter to a bounded White Oak South twenty seven degrees and forty five minutes West twenty six perches and one quarter to a bounded Wild Cherry tree standing on the point of a hill North seventy seven degrees and thirty minutes West twenty eight perches to a bounded Wild Cherry tree South seventy degrees and forty five minutes West twenty five perches to a stone set up in the ground marked with the letter L South seventy three degrees and forty five minutes West twenty six perches until it intersects the [illegible] South twenty seven degrees West thirty four perches line of the whole tract thence running with and bounding on the outlines of the whole tract the following eight courses South twenty seven degrees East twenty three perches South seventy eight degrees East twenty two perches to a tract of land called Thomas Addition South five degrees West twenty five perches to the Original thence with and bounding on the Original the two following courses South four degrees West twenty perches North eighty

EXHIBIT
Gibbes
1

the five following courses North thirty seven degrees East twenty four perches
North twenty four degrees East twenty four perches North sixteen degrees
West twenty perches North seventy seven degrees East thirty four perches
North eight degrees and thirty minutes West seventeen perches until it inter-
sects the one hundred and second line of the Original tract thence running with
and bounding on said line North fifty five degrees East twenty two perches
[illegible] to the end thence with running with and bound-
ing on the Original tract North eighty three degrees West twenty two perches
North thirty nine degrees West one hundred and forty three perches until it
intersects the given line of that part of Springfield Enlarged laid out for Alle-
hath Lemmon and thence with a straight line to the first place of beginning con-
taining one hundred and eighty one acres and half an acre more or less reserving
with all the improvements and advantages whatsoever to the said tract or parcels
of land belonging &c. in anywise appertaining and the reversion and reversions
remainder and remainders rents issues and profits and all the right title interest
property claim and demand whatsoever of him the said Jacob Lemmon sister in
law or equity or in or to the aforesaid tract or parcels of land and premises
To have and to hold the aforesaid tract or parcels of

In Witness whereof the said Jacob Lemmon hath hereunto set his hand and seal the day and date before written.

Signed sealed and delivered in presence of
Nicholas M. Bosley, Walter Worthington

Jacob Lemmon (Seal)

Received on the day and date first above mentioned from James Benson the sum four thousand dollars current money the consideration mentioned in the within deed.

Jacob Lemmon

Nicholas M. Bosley,
Witness: Walter Worthington,

On the twenty seventh day of July 1815 came Jacob Lemmon before us two of the Justices of the peace of Baltimore County and acknowledged the within Instriment of writing to be his act and deed and the tract or parcels of Land therein mentioned to be the right title and estate of the within named James Benson his heirs and assigns forever according to the true intent and meaning thereof and the acts of assembly in such case made and provided. Acknowledged before Nicholas M. Bosley, Walter Worthington

Received to be recorded the 13th. day of October 1815. Same day recorded and examined.

P. Wm. Gibson Clk.

Alexander Thompson
Assignment to
John O'Connor

This Indenture made this thirtieth day of September in the year of our Lord one thousand Eight hundred and fifteen between Alexander Thompson of Baltimore County in the State of Maryland of the one part and John O'Connor of the same County and State of the other part WHEREAS James Probart and others by an Indenture of Assignment bearing date the eighteenth day of July in the year of our Lord one thousand eight hundred and twelve for the consideration therein mentioned did assign unto the said Alexander Thompson his executors administrators and assigns all that lot or part of a lot piece or parcel of ground situate lying and being in the City of Baltimore State aforesaid BEGINNING for the same on the north side of Allesanna Street at the distance of two hundred and forty feet westerly from the northwest corner or intersection of Ann and Allesanna Streets and running thence bounding on Allesanna Street westerly twenty two feet more or less to Argyle Alley thence northerly binding on Argyle Alley one hundred feet thence Easterly parallel with Allesanna Street twenty two feet more or less the same distance as fronting on Allesanna Street and thence Southerly parelel with Argyle Alley to the beginning (formerly the property of [illegible] deceased) with the appurtenances thereunto belonging subject to the payment of Seven Pounds eleven shillings current money of Maryland as in and by the [illegible] of Assignment aforesaid reference being thereto had may more fully appear. And whereas the said Alexander Thompson hath contracted with the said John O'Connor for the absolute sale to him of the above described premises for the sum of twenty five hundred dollars lawful money of the United States to be paid by the said John O'Connor at or before the sealing and delivery of these presents the receipt whereof the said Alexander Thompson doth hereby acknowledge Now this Indenture witnesseth that the said Alexander Thompson for and in consideration of the said sum of twenty five hundred dollars lawful money of the United States to him in hand paid by the said John O'Connor at or before the sealing and delivery of these presents the receipt whereof the said Alexander Thompson doth hereby acknowledge hath granted bargained sold assigned transferred and delivered and by these presents doth grant bargain sell assign transfer and deliver unto the said John O'Connor his executors administrators and assigns all that part of a lot piece or parcel of ground situate lying and being in the City of Baltimore State aforesaid and described in the above mentioned and partly recited Indenture of Assignment as fronting twenty two feet more or less on Allesanna Street and running back northerly at right angles with the same one hundred feet more or less to Argyle Alley and bounding on the west side of Argyle Alley one hundred feet more or less to the beginning on the same Alley being the same lot of ground which was conveyed unto the said Alexander Thompson by the said James Probart and others by the above mentioned Indenture of Assignment and all the privileges and appurtenances thereunto belonging or appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and all the estate right title interest property claim and demand whatsoever of him the said Alexander Thompson of in or to the same or any part or parcel thereof To have and to hold the above granted and bargained premises with the appurtenances unto and to the use of him the said John O'Connor his executors administrators and assigns for and during [illegible] to [illegible]

# Title Chain
## 37 ac ±

— AWB 413/422 —
Benson - Mordecai
fr 5/16/1849 to: 5/6/1859
↓
— GHC 95/322 —
Miller - Robert & Elizabeth A. wf.
fr: 11/23/1858 ↓ to: 5/26/1868
— ~~GHC~~ EHA - 58/267 —
Miller - Thomas
fr 5/25/1868 ↓ to: 8/10/1908
— Heirs of: Miller - Thomas
(- 4-daughters + 2-sons.)
Miller et al
fr: 1/1/1901 ↓ to: 8/10/1908
— WPC 331/210 —
Miller - Edward B. + T/C!
Miller - Herbert M.
fr: 7/21/1908 ↓ to: 2/20/1919
— WPC 507/207 —
Miller - Edward B. + T/E!
Miller - Lilly M. wf.
fr 2/18/1919 ↓ to: 3/15/55
— GLB 2662/8 —
Miller - Arthur Edward
fr: 2/28/55 ↓ to: 3/15/55
— GLB 2662/10 —
Miller - Edward Alan died 5/28/1964
Miller - Alma S. wf - died 9/5/1996
fr: 2/28/1955 ↓ to: 5/14/1998
— Estate of: Miller - Alma S. —
Pir-Dixon - Miriam
fr 9/5/1996 ↓ to: 5/14/1998
— SM 12859/111 —
Miller - Arthur E. + } T/T!
Miller - M. Douglas
fr: 3/12/1998 ↓ to: 5/14/1998
— SM 12859/120 —
Miller - Arthur E. +
Miller - Louise McFadden wf } T/E!
Miller - M. Douglas } T/E
Miller - Janet Burns wf } T/E!

end!

EXHIBIT
tabbies
3

# Title Chain

## 11 ac ± 14 perches ±

— WG 176/50 —

Benson - Janes

fr 3/28/1835 ↓ to: 5/6/1859

— Heir - Benson - Mordecai (son)

fr: 12/24/38 ↓ to: 5/6/1859

— GHC 25/322 —

Miller - Robert + Elizabeth A. wf.

fr: 11/23/1858 ↓ to: 5/26/1868

— ~~GHC~~ EHK - 58/267 —

Miller - Thomas

fr 5/25/1868 ↓ to: 8/10/1908

— Heirs of: Miller - Thomas

(- 4-daughters + 2-sons.)

Miller et al

fr: 1/1/1901 ↓ to: 8/10/1908

— WPC 331/210 —

Miller - Edward B. + T/C!

Miller - Herbert M.

fr: 7/21/1908 ↓ to: 2/20/1819

— WPC 507/207 —

Miller - Edward B. + T/E!

Miller - Lilly M. wf.

fr 2/18/1919 ↓ to: 3/15/55

— GLB 2662/8 —

Miller - Arthur Edward

fr: 2/28/55 ↓ to: 3/15/55

— GLB 2662/10 —

Miller - Edward Alan died 5/28/1964

Miller - Alma S. wf - died 9/5/1996

fr: 2/28/1955 ↓ to: 5/14/1998

— Estate of: Miller - Alma S. —

Pir-Dixon - Miriam

fr 9/5/1996 ↓ to: 5/14/1998

— SM 12859/111 —

Miller - Arthur E. + } T/T!

Miller - M. Douglas

fr: 3/12/1998 ↓ to: 5/14/1998

— SM 12859/120 —

Miller - Arthur E. +

Miller - Louise McFadden wf } T/E! } T/E!

Miller - M. Douglas

Miller - Janet Burns wf } T/E!

end!

EXHIBIT 4

WG 176/50 Rec 5/20/1825

Received to be recorded the 19th day of May 1825 & the day recorded and examined

per Wm Gilmore Clk

Matthias Adrion } This Indenture made this twenty eight day of March in the
Deed To } year of our Lord one thousand eight hundred and twenty three
James Benson } Between Matthias Adrion of Baltimore County in the State
of Maryland of the one part and James Benson of the County and State aforesaid of
the other part WITNESSETH that the said Matthias Adrion for and in consideration of
the sum of Two hundred and forty nine dollars lawful money of the United States to him
the said Matthias Adrion in hand paid by the said James Benson at or before
the sealing and delivery of these presents the receipt whereof the said Matthias Adrion
doth hereby acknowledge himself to be therewith fully satisfied contented and paid
here and to his respective right and intrest hath granted bargained sold aliened enfe-
offed conveyed and confirmed and by these presents doth grant bargain sell alien enfe-
off convey and confirm unto the said James Benson his heirs and assigns all that part of
a tract of land called "Adrions Hills and Dales which is included within the following
metes and bounds courses and distances lying and being in Baltimore County BEGINNING
for the same at the end of Eighteen perches on the north fifty six degrees east thirty
four perches line of the whole tract and runing thence with and bounding on the out lines
of the whole tract the seven following courses to wit north fifty six degrees east six-
teen perches north twenty two degrees east twenty four perches north [illegible]
grees east forty four perches south seventy seven degrees west thirty four perches south
sixteen degrees east twenty perches south twenty four degrees west twenty four perches
south thirty seven degrees west seventeen perches and thence with a straight line to the
first place of BEGINNING containing Eleven acres and fourteen perches of land more or
less TOGETHER with all and singular the buildings improvements thereupon erected and
made and all and singular the ways waters water courses rights liberties privileges
hereditaments and appertenances whatsoever thereunto belonging or in any wise appertain-
ing and the reversions and remainders rents issues and profits thereof and all the es-
tate right title and interest use and possession of him the said Matthias Adrion either
at Law and in equity or in and to the same TO HAVE AND TO HOLD the said parcel of land
above described and premises hereby granted and conveyed or mentioned or intended so
to be and every part and parcel thereof with all and singular the appurtenances unto
him the said James Benson his heirs and assigns to the only proper use benefit and be-
hoof of the said James Benson his heirs and assigns forever and to for and upon none
other use intents or purpose whatever and the said Matthias Adrion for himself his heirs
executors and administrators do hereby covenant grant promise and agree to and with the
said James Benson his heirs and assigns that he and his heirs the said parcel of land
and premises with the appurtenances to him the said James Benson his heirs and assigns
against from the said Matthias Adrion his heirs and against all and every other person
or persons whatsoever lawfully or equitably claiming or to claim any right title or
interest to the same by from or under him or them shall and will hereafter

(warrant)

warrant and forever defend by these presents. In witness whereof

Adrion have hereunto subscribed his name and affixed his seal the

first herein before written

signed sealed and delivered in the } On this 28th day of March 1825 [illegible]

presence of Stephen Gill of N } Benson the sum of two hundred and [illegible]

Shadrack Kemp } lawful money of the United States to the [illegible]

ation money aforesaid to be paid to him - - - - - - - - Matthias Adrion - - - - - -

Witness Shadrack Kemp } Baltimore County To Wit on this 28th day of March eighteen

hundred and twenty five personally appeared before us the Subscribers two Justices of

the Peace for said County Matthias Adrion parte to the aforegoing Deed and severally

acknowledged the same to be his respective act and deed and the parcel of land and

premises therein mentioned to be the right and estate of James Benson the Grantee there-

in named his heirs and assigns forever according to the true intent and meaning of the

said deed and the Act of Assembly in such cases made and provided At the same time also

personally appeared Prudance Adrion wife of the said Matthias Adrion and severally ac-

knowledged the aforegoing deed and released and relinquished all her respective right and

title of dower of in and to the parcel of land and premises therein mentioned to the

said James Benson his heirs and assigns forever and the said Prudance Adrion being by

us privately examined apart from and out of the presence and hearing of her husband

willingly and freely without being induced threts by fear or threats of or ill usage by

her respective husband or fear of his displeasure acknowledged before

- - - - - - - - -

25 Jan

made, and each has thereto subscribed his name near the time of acting a Justice of the Peace of the State of Maryland in and for the City of Baltimore duly commissioned and sworn.

In testimony whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this fourth day of May A.D. 1859.

Seal Place

Geo. E. Dungan
Clerk of the Superior Court of Baltimore City

Recorded the 5th day of May 1859 and Examined

Per Geo. H. Carman Clerk

Mordecai Benson and wife Deed to Peter Miller

This Deed made this twenty third day of November in the year one thousand eight hundred and fifty eight by Mordecai Benson and Jemima Benson his wife of Baltimore County in the State of Maryland, Witnesseth that in consideration of Five Thousand One Hundred and Eighty Five Dollars the said Mordecai Benson and Jemima Benson his wife do grant unto Peter Miller of the County and State aforesaid, All that piece or parcel of land situate and lying and being in the County aforesaid which James Benson late of said County (deceased) in his last will and testament bearing date the twenty fourth day of December in the year Eighteen hundred and thirty eight did give and devise to his son the said Mordecai Benson, being a part of two tracts of land the one called "Springfield Enlarged" and the other "Adriana Hills & Dales" (except such part or parts thereof as they the said Mordecai Benson and Jemima Benson his wife have heretofore sold and conveyed) containing one hundred and nine acres and three quarters and one and twenty square perches of land more or less, and also all that lot or parcel of land situate and lying in Baltimore County aforesaid being part of a tract of land called "Springfield Enlarged" and known as Lot number one, containing thirty seven acres of land more or less which was conveyed by Peter Brennan to the said Mordecai Benson by deed bearing date the seventh day of May in the year one thousand eight hundred and forty nine and recorded among the Land Records of Baltimore County in Liber W. B. No. 110, folio 402 &c. reference being had to the same. And they the said Mordecai Benson and Jemima Benson his wife do hereby covenant to and with the said Peter Miller that they the said Mordecai Benson and Jemima his wife will execute such further assurance of said land as may be requisite.

Witness their hands and seals

Test John C. Kelley, Daniel Ryan } Mordecai Benson (Seal)
Jemima Benson (Seal)

State of Maryland, Baltimore County, to wit

I hereby certify that on this twenty third day of November in the year Eighteen Hundred and fifty eight before the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid personally appeared Mordecai Benson and Jemima Benson his wife and did each acknowledge the aforegoing deed to be their respective act.

Acknowledged before
John P. Kelly Justice of the Peace

Recorded on the 6th day of May 1859 and examined

Per Geo. H. Carman Clerk

July 30-1860

John T. Johns
to
James Warren

This Indenture made this twenty seventh day of April in the year of our Lord One thousand Eight Hundred and fifty nine between John T. Johns of Baltimore County in the State of Maryland of the one part, and James Warren of the same County and State of the other part, Witnesseth that the said John T. Johns for and in consideration of the sum of Five Thousand five hundred Dollars Current money to him in hand paid by the said James Warren at or before the ensealing and delivery of these presents the receipt whereof he doth hereby acknowledge he the said John T. Johns hath granted bargained and sold, aliened enfeoffed and confirmed and by these presents doth grant bargain and sell alien enfeoff and confirm unto the said James Warren his heirs and assigns, All that part of three several tracts or parcels of land lying in Baltimore County aforesaid called "Long Garden, Goshen Resurveyed" and "Range Clear Regulated" which are included within the following metes and bounds courses and distances, to wit Beginning for the same at a stone marked thus (VI) standing at a corner of the land formerly belonging to John Power late of Baltimore County deceased and running thence and bounding on said land south fourteen degrees west twenty one perches to a white hickory and fifty seven perches to the end of the first line of the land called "St. George Lane" thence bounding on said last fifty seven and one half perches to the Beginning of the first part of "Range Clear Regulated" thence surveyed by Thomas Cheston on the fifteenth day of December 1808. Thence bounding on the said first part the three following courses and distances to wit North twenty two degrees East fifty two perches to a stone marked thus (V) standing at a corner of the land formerly belonging to Thomas Cheston late of Baltimore County deceased thence North eighty degrees West forty perches to a stone marked thus (IV) standing at a corner of the land formerly belonging to Thomas Cheston late of Baltimore County deceased thence North twenty degrees East fifty two perches to the end of the second line of the land called "St. George Lane" thence bounding on said last line North fourteen degrees East twenty one perches to the end of the first line of the land called "Long Garden" thence bounding on the first line of the land called "Long Garden" North fourteen degrees East twenty one perches to a stone marked thus (III) standing at a corner of the land formerly belonging to Thomas Cheston late of Baltimore County deceased thence North eighty degrees West forty perches to a stone marked thus (II) standing at a corner of the land formerly belonging to John Power late of Baltimore County deceased thence South twenty degrees West fifty two perches to the end of the first line of the land called "Long Garden" thence bounding on the second line of the land called "Long Garden" South fourteen degrees West twenty one perches to the end of the second line of the land called "St. George Lane" thence bounding on said last line South fourteen degrees West twenty one perches to the end of the first line of the land called "St. George Lane" thence bounding on the first line of the land called "St. George Lane" South fourteen degrees West twenty one perches to the Beginning of the first part of "Range Clear Regulated" thence surveyed by Thomas Cheston on the fifteenth day of December 1808. Thence bounding on the said first part the three following courses and distances to wit South twenty two degrees East fifty two perches to the end of the second line of the land called "St. George Lane" thence bounding on said last line South fourteen degrees West twenty one perches to the end of the first line of the land called "St. George Lane" thence bounding on the first line of the land called "St. George Lane" South fourteen degrees West twenty one perches to the Beginning of the first part of "Range Clear Regulated" thence surveyed by Thomas Cheston on the fifteenth day of December 1808. Thence bounding on the said first part the three following courses and distances to wit South twenty two degrees East fifty two perches to a stone marked thus (I) standing at a corner of the land formerly belonging to Thomas Cheston late of Baltimore County deceased thence South eighty degrees West forty perches to a stone marked thus (VII) standing at a corner of the land formerly belonging to John Power late of Baltimore County deceased and running thence and bounding on said land north fourteen degrees East twenty one perches to the end of the first line of the land called "St. George Lane" thence bounding on said last line North fourteen degrees East twenty one perches to the end of the second line of the land called "Long Garden" thence bounding on the second line of the land called "Long Garden" North fourteen degrees East twenty one perches to the Beginning of the first part of "Range Clear Regulated" thence surveyed by Thomas Cheston on the fifteenth day of December 1808. Thence bounding on the said first part the three following courses and distances to wit North twenty two degrees East fifty two perches to a stone marked thus (VI) standing at a corner of the land formerly belonging to Thomas Cheston late of Baltimore County deceased thence North eighty degrees West forty perches to a stone marked thus (V) standing at a corner of the land formerly belonging to John Power late of Baltimore County deceased thence North twenty degrees East fifty two perches to the end of the second line of the land called "St. George Lane" thence bounding on said last line North fourteen degrees East twenty one perches to the end of the first line of the land called "St. George Lane" thence bounding on the first line of the land called "St. George Lane" North fourteen degrees East twenty one perches to the Beginning of the first part of "Range Clear Regulated" thence surveyed by Thomas Cheston on the fifteenth day of December 1808. Thence bounding on the said first part the three following courses and distances to wit North twenty two degrees East fifty two perches to a stone marked thus (IV) standing at a corner of the land formerly belonging to Thomas Cheston late of Baltimore County deceased thence North eighty degrees West forty perches to a stone marked thus (III) standing at a corner of the land formerly belonging to John Power late of Baltimore County deceased thence South twenty degrees West fifty two perches to the end of the first line of the land called "St. George Lane" thence bounding on said last line South fourteen degrees West twenty one perches to the end of the second line of the land called "Long Garden" thence bounding on the second line of the land called "Long Garden" South fourteen degrees West twenty one perches to the Beginning of the first part of "Range Clear Regulated" thence surveyed by Thomas Cheston on the fifteenth day of December 1808. Thence bounding on the said first part the three following courses and distances to wit South twenty two degrees East fifty two perches to a stone marked thus (II) standing at a corner of the land formerly belonging to Thomas Cheston late of Baltimore County deceased thence South eighty degrees West forty perches to a stone marked thus (I) standing at a corner of the land formerly belonging to John Power late of Baltimore County deceased thence North twenty degrees East fifty two perches to the end of the second line of the land called "St. George Lane" thence bounding on said last line North fourteen degrees East twenty one perches to the end of the first line of the land called "St. George Lane" thence bounding on the first line of the land called "St. George Lane" North fourteen degrees East twenty one perches to the Beginning of the first part of "Range Clear Regulated" thence surveyed by Thomas Cheston on the fifteenth day of December 1808. Thence bounding on the said first part the three following courses and distances to wit North twenty two degrees East fifty two perches to a stone marked thus (I) standing at a corner of the land formerly belonging to Thomas Cheston late of Baltimore County deceased thence North eighty degrees West forty perches to a stone marked thus (VII

1867

RECEIVED FEB 1964
NOV 2 - 1964

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original

Deed - W.P.C. No. 321

recorded in Liber

Folio 210 - 212 one of the Land

ecords of Baltimore County.

IN TESTIMONY WHEREOF I hereto put my hand

and affix the seal of the Circuit Court for

Baltimore, County

this 3 day of OCT 2003

Clerk of the Circuit Court of Baltimore County

Articles of Agreement between Scott Offutt and Edward D. Bernse Grantors and Herbert M. Miller Grantee

Articles of Agreement between the parties of the first part and the party of the second part, hereto, witnesseth, that the said parties of the first part, for and in consideration of the sum of Two Thousand Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have agreed to sell and convey unto the said party of the second part, his heirs and assigns, all that lot of ground situate in Baltimore County, State of Maryland, and described as follows, to wit: Beginning for the same at the intersection of the West side of Edmondson Avenue and the North side of Frederick Road, and running thence with the North side of Frederick Road, North 77 degrees 30 minutes West 260 feet, thence North 12 degrees 30 minutes East 150 feet, thence South 77 degrees 30 minutes East 260 feet to the West side of Edmondson Avenue, thence with the West side of Edmondson Avenue South 12 degrees 30 minutes West 150 feet to the place of beginning. Subject to the restrictions of record, and to the rights of the public in the bed of Edmondson Avenue. And the said parties of the first part covenant to convey the property free of encumbrances, except as above mentioned, and to execute a deed therefor, at the cost of the party of the second part, when requested. And the said party of the second part agrees to pay the said sum of Two Thousand Dollars, as above mentioned, and to accept a deed therefor, when requested. Witness the hands and seals of the parties hereto.

Test: Scott Offutt (Seal)
Lawrence C. Green. Edward D. Bernse (Seal)

State of Maryland, Baltimore County, to wit: I hereby certify that on this 20 day of January 1918, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Scott Offutt and Edward D. Bernse, Trustees, and they acknowledged the foregoing deed to be their act.

As Witness my hand and Notarial Seal.

Lawrence C. Green, Notary Public.

Recorded July 20, 1919 at 12 M. & examined.

Per William C. Cole, Clerk.

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1327 — Herbert M. Miller to Edward B. Miller et ux — Deed — $1.00

This deed made this Eighth day of February in the year nineteen hundred and nineteen by and between Herbert M. Miller, single of the first part of Burlington County in the State of New Jersey and Edward B. Miller and Lily M. Miller his wife of the second part of Baltimore County in the State of Maryland. Witnesseth that for and in consideration of the payment of the sum of Five Dollars paid to the Grantor by the Grantees hereof the receipt of which is hereby acknowledged and for other good and valuable considerations the said Herbert M. Miller doth grant unto the said Edward B. Miller and Lily M. Miller his wife as tenants by the entireties and the survivor of them, their assigns in fee simple all that piece or parcel of land situate and lying in the Fifth Election District of said Baltimore County and more fully and particularly described as follows, to wit: Being parts of two several tracts of land the one called Spring Field enlarged and the other a tract called Edens (or Adams) Addition and Doubled containing together one hundred and Fifty four acres three roods and twenty Square perches of land more or less. Except

Recorded Feb 22 1870 at 3 P.M.

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original

DEED WPC No. 507

recorded in Liber Land Folio 207-208 one of the

records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand

and affix the seal of the Circuit Court for

Baltimore, County

this 9th day of Sept 20 03

Clerk of the Circuit Court of Baltimore County

THIS DEED, Made this 28 day of February, in the year nineteen hundred and fifty-five, by and between Lilly M. Miller, Widow, party of the first part, of Baltimore County, State of Maryland, and Arthur Edward Miller, single, party of the second part, of Baltimore County, State of Maryland.

WITNESSETH that for and in consideration of the sum of Five Dollars, paid to the Grantor by the Grantee, receipt of which is hereby acknowledged, and for other good and valuable considerations, the said Lily M. Miller doth grant and convey unto the said Arthur Edward Miller, his heirs and assigns, in fee simple, all that lot or parcel of land situate and being in the Fifth Election District of Baltimore County, and which is described as follows:

BEING parts of two several tracts of land, the one called "Springfield Enlarged", and the other a tract called "Edrions (or Adrians) Hills and Dales", containing together One Hundred and Forty Six Acres, Three Roods and Twenty Square Perches of land, more or less, which was conveyed by deed dated on or about February 5, A. D. 1904, and recorded among the land Records of said County, in Liber W. P. C. No. 275, folio 105 &c. by Margaret A, Miller and others and the said Herbert M. Miller, to the said Edward B. Miller and Lilly M. Miller, his wife; said land herein conveyed being all that land (except the 3 acres and 20 square perches of land more or less as aforesaid) which, by deed dated on or about July 31st, A. D. 1908 and recorded among the Land Records of said Baltimore County, in Liber W. P. C. No. 331, folio 210 &c. was conveyed by M. Virginia Hoshall and others, to the said Edward B. Miller and Herbert M. Miller, as tenants in common and not as joint tenants;

FOR FURTHER TITLE, see deed dated on or about May 25th, A. D. 1868, and recorded among the Land Records of said County, in Liber E. H. A. No. 58, folio 267 &c. from Robert Miller and wife, to Thomas Miller; Also see deed dated November 23rd, A. D. 1858, and recorded among the Land Records of said Baltimore County, in Liber G. H. C. No. 25, folio 322 &c. from Mordecai Benson and wife, to Robert Miller.

And also BEING the same parcel of land which by deed dated the 8th day of February, 1919, and recorded in the Land Records for Baltimore County in W. P. C. No. 507, folio 207, was conveyed by Herbert M. Miller to Edward B. Miller and Lillie M. Miller, his wife.

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

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privilcges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Arthur Edward Miller, his heirs and assigns, in fee simple.

AND the said Lily M. Miller covenants that she will warrant specially the property herein granted and conveyed and that she will execute such further assurance as may be requisite.

WITNESS the hand and seal of said Grantor.

David Bowsher
Witness

Lily M. Miller
Lily M. Miller

STATE OF MARYLAND, Baltimore County, to wit:

I HEREBY CERTIFY that on this 27 day of February, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Lily M. Miller, the Grantor named in this deed, and acknowledged the foregoing deed to be her act.

AS WITNESS my hand and Notorial Seal.

Ellen T. Neu
Notary Public

Rec'd for record Mar 15 1955, at 12 18 P.M.
Per George L. Byerly, Clerk.

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original

Deed taken from the Records of said Circuit Court as recorded in Liber GLB No. 2662 Folio 84 one of the land records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore, County this 9th day of Sept 20 03

Clerk of the Circuit Court of Baltimore County

THIS DEED, Made this 28 day of February, nineteen hundred and fifty-five, by and between Arthur Edward Miller, single, party of the first part, Grantor, to Edward Alan Miller and Alma S. Miller, his wife, parties of the second part, Grantees, all of Baltimore County, State of Maryland.

WITNESSETH: That in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Arthur Edward Miller does hereby grant and convey unto the said Edward Alan Miller and Alma S. Miller, his wife, as tenants by the entireties, in fee simple, all those several lots or parcels of land situate, lying and being in the Fifth District of Baltimore County, and described as follows:

BEING parts of two several tracts of land, the one called "Springfield Enlarged", and the other a tract called "Edrions (or Adrians) Hills and Dales", containing together One Hundred and Forty Six Acres, Three Roods and Twenty Square Perches of land, more or less, which was conveyed by deed dated on or about February 5, A. D., 1904, and recorded among the land Records of said County, in Liber W. P. C. No. 275, folio 105 &c. by Margaret A. Miller and others and the said Herbert M. Miller, to the said Edward B. Miller and Lilly M. Miller, his wife; said land herein conveyed being all that land (except the 3 acres and 20 square perches of land more or less as aforesaid) which, by deed dated on or about July 31st, A. D. 1908 and recorded among the Land Records of said Baltimore County, in Liber W. P. C. No. 331, folio 210, &c. was conveyed by M. Virginia Hoshall and others to the said Edward B. Miller and Herbert M. Miller, as tenants in common and not as joint tenants;

FOR FURTHER TITLE, see deed dated on or about May 25th, A. D. 1868, and recorded among the Land Records of said County, in Liber E. H. A. No. 58, folio 267 &c. from Robert Miller and wife to Thomas Miller; Also see deed dated November 23rd, A. D., 1858, and recorded among the Land Records of Baltimore County, in Liber G. H. C. No. 25, folio 322 &c. from Mordecai Benson and wife, to Robert Miller.

AND ALSO BEING the same parcel of land which by deed dated the 8th day of February 1919, and recorded in the Land Records for Baltimore County in W. P. C. No. 507, folio 207, was conveyed by Herbert M. Miller to Edward B. Miller and Lillie M. Miller, his wife.

AND ALSO BEING the same lot or parcel of land which by deed dated February , 1955, and recorded among the Land Records of Baltimore County immediately heretofore, was granted and conveyed by Lilly M. Miller, Widow, to Arthur Edward Miller.

AND ALSO BEING all and the same lot or parcel of land which by deed dated April 3, 1847, and recorded among the Land Records of Baltimore County in Liber A. W. B. No. 383, folio 471, etc., was granted and conveyed by Luke C. Ensor, Executor of the Will of Darley Ensor, to Evean Davis.

AND ALSO BEING all and the same lot or parcel of land which by deed dated December 1, 1937, and recorded among the Land Records of Baltimore County in Liber C. W. B. Jr. No. 1017, folio 511, etc., was granted and conveyed by William E. Davis and May Davis, both unmarried, to John H. Pearce.

AND ALSO BEING all and the same lot or parcel of land which by deed dated January 3, 1939, and recorded among the Land Records of Baltimore County in Liber C. W. B. Jr. No. 1055, folio 158, was granted and conveyed by John H. Pearce and Elsie P. Pearce, his wife, to Edward Alan Miller.

AND ALSO BEING all and the same lot or parcel of land which by deed dated February 25, 1955, and recorded among the Land Records of

Baltimore County immediately heretofore, was granted and conveyed by Edward Alan Miller and Alma S. Miller, his wife, to Arthur Edward Miller, containing thirty-two and one-quarter acres of land more or less.

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

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Edward Alan Miller and Alma S. Miller, his wife, as tenants by the entireties, in fee simple.

AND the said Arthur Edward Miller covenants that he will warrant specially the property hereby granted and conveyed, and will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Grantor, Arthur Edward Miller.

David T. Brewster
Witness

Arthur Edward Miller
Arthur Edward Miller

STATE OF MARYLAND, Baltimore County, to wit:

I HEREBY CERTIFY that on this 25 day of February, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Arthur Edward Miller, the Grantor named in this deed, and acknowledged the foregoing deed to be his act.

AS WITNESS my hand and Notorial Seal.

ELLEN T. NEW NOTARY PUBLIC BALTIMORE CO. MD.

Ellen T. New
Notary Public

Rec'd for record Mar. 15, 1955, at 12 19 P.M.,
Per George L. Byerly, Clerk.

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original

DEED taken from the records of said Circuit Court as

recorded in Liber 6429 No. 12662

Folio 10-12 one of the land

records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore, County

this 9th day of SEPT 20 03

Clerk of the Circuit Court of Baltimore County

# DEED OF DISTRIBUTION

THIS **DEED OF DISTRIBUTION**, made this 12th day of March, 1998, by and between **MIRIAM DIXON**, Personal Representative of the **Estate of Alma S. Miller**, Grantor, and **ARTHUR E. MILLER** and **M. DOUGLAS MILLER**, Grantees.

**WHEREAS**, Alma S. Miller departed this life on September 5, 1996, leaving a Last Will and Testament dated August 30, 1983 and duly probated in the Orphans' Court for Baltimore County, Maryland in Estate No. 89100; and

**WHEREAS**, Miriam Dixon was granted Letters of Administration by the Register of Wills for Baltimore County, Maryland on December 18, 1996, which Letters are duly filed in the Orphans' Court for Baltimore County, Maryland; and

**WHEREAS**, the within transfer is made by Miriam Dixon, Personal Representative of the Estate of Alma S. Miller, pursuant to the power and authority vested in her under Item Fourth of the Last Will and Testament of Alma S. Miller and Sections 1-301 and 7-401 of the Estates and Trusts Article of the Annotated Code of the State of Maryland.

**WITNESSETH**, That for no monetary consideration, but pursuant to the Last Will and Testament of Alma S. Miller and the First and Final Administration Account approved by the Orphans' Court for Baltimore County on December 30, 1997, Miriam Dixon, Personal Representative of the Estate of Alma S. Miller, does hereby grant and convey unto Arthur E. Miller and M. Douglas Miller, as joint tenants, their assigns, the survivor of them, the survivor's personal representatives, heirs and assigns, forever in fee simple. all that tract or parcel of land situate, lying and being in the Fifth (5th) Election District of Baltimore County, State of Maryland on the south side of Benson Mill Road which according to a survey by A. L. Snyder, Surveyor, Inc., Property Line Surveyor No. 26, dated November 26, 1997 is more particularly described as follows:

LAW OFFICES
HOLLMAN, HUGHES,
FINCH & MAGUIRE
CHARTERED
WESTMINSTER, MD 21157

REVIEWED SDAT
12/16/98
BY DATE

BEGINNING for the same at a half inch iron pipe found 3.0 feet south of the south edge of the paving of Benson Mill Road at the end of the first or South 40 degrees 22 minutes East 1149.1 feet line of that tract or parcel of land described in a mortgage from Edward B. Miller, et al to The Federal Land Bank of Baltimore, dated June 7, 1941 and recorded among the Land Records of Baltimore County, Maryland in Liber C.W.B., Jr. No. 1163, Folio 575 etc., said beginning point being also the end of the twenty-seventh or North 81 degrees 34 minutes 34 seconds West 190.00 feet line of the first parcel of land described in a Deed from Frances E. Cassidy to David W. Buck, et al dated December 30, 1976 and recorded among the aforesaid Land Records in Liber E.H.K., Jr. No. 5713, Folio 182 etc., thence along and in the road running reversely with and binding on the said twenty-seventh line and the twenty-sixth and part of the twenty-fifth lines of Cassidy to Buck, and running with and binding on the second and part of the third lines of the aforementioned mortgage from Miller to The Federal Land Bank, the following three courses and distances,

1) South 89 degrees 31 minutes 02 second East 189.97 feet to a half inch steel bar found 1.2 feet north of the centerline of the road, thence

2) North 54 degrees 00 minutes 54 seconds East 574.21 feet to a half inch steel bar found 2.75 feet southeast of the centerline of the road, thence

3) North 56 degrees 19 minutes 55 seconds East 292.90 feet to a stone found 6.0 feet southeast of the southeast edge of the road and at the third or North 36 degrees 24 minutes West 330.00 feet line of that lot of ground which was conveyed by Edward Alan Miller and Alma S. Miller, his wife, to Ruth Miriam Dixon by Deed dated July 3, 1958 and recorded among the aforesaid Land Records in Liber G.L.B. No. 3376, Folio 280 etc., thence running reversely with and binding on the said third line and the second line thereof, the following two courses and distances,

4) South 36 degrees 39 minutes 54 seconds East 334.95 feet to a stone found on the northwest bank of a ravine, thence

5) North 54 degrees 11 minutes 08 seconds East 131.15 feet to a stone found on the northwest edge of the bottom of the aforesaid ravine in the fourth or South 36 degrees 24 minutes East 709.5 feet line of the aforementioned mortgage from Miller to The Federal Land Bank of Baltimore, at the end of 330.00 feet from the beginning thereof, said stone being also in the first or South 27 degrees 00 minutes 06 seconds East 705.92 feet line of that lot of ground which was conveyed by George R. Faustman, III and Dorothy B. Faustman, his wife, to Allan Bancroft Heaver and Mary Jo Heaver, his wife, by Deed dated October 19, 1978 and recorded among the aforementioned Land Records in Liber E.H.K., Jr. No. 5949, Folio 777 etc., thence running with and binding on the remainder of the first and the second and third lines thereof and with the remainder of the fourth and the fifth and sixth

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lines of the aforementioned mortgage, the following three courses and distances,

6) South 36 degrees 32 minutes 45 seconds East 374.97 feet to a stone found, thence

7) South 67 degrees 23 minutes 45 seconds East 194.80 feet to a stone found and reset up in the ground,

8) South 64 degrees 23 minutes 45 seconds East 155.84 feet to a stone found at the end of the first or North 42½ degrees West 54 perches line of the second parcel of land (Lot 15) described in a Deed from Edwin V. Bishop, et al to Barbara M. Kees, dated December 18, 1969 and recorded among the aforementioned Land Records in Liber O.T.G. No. 5095, Folio 223 etc., thence running reversely with and binding thereon and running with and binding on the seventh or South 42 degrees 50 minutes East 831.00 feet line of the aforementioned mortgage,

9) South 42 degrees 50 minutes 15 seconds East 824.51 feet, passing 0.05 feet northeast of a stone found at 272.61 feet, and passing 0.96 feet southwest of a stone found at 424.21 feet and passing 1.645 feet southwest of a stone found at 603.48 feet and passing 1.31 feet southwest of a stone found at 724.59 feet to a stone found marked "3" at the end of the fourth or North 46½ degrees East 24 perches line of the third parcel described in the aforementioned Deed to Barbara M. Kees, thence running reversely with and binding on the said fourth line and with the eighth or South 50 degrees 16 minutes West 396.00 feet line of the aforementioned mortgage,

10) South 45 degrees 13 minutes 00 seconds West 392.54 feet, passing 0.77 feet northwest of a stone found at 41.85 feet to a stone found marked "4", thence running reversely with and binding on the third or North 80 degrees East 39.4 perches line of the aforementioned third parcel of Kees, and with the ninth or South 77 degrees 30 minutes West 301.00 feet line of the aforementioned mortgage,

11) South 79 degrees 03 minutes 00 seconds West 301.11 feet to a stone found, thence leaving the outlines of the said mortgage and continuing with the aforesaid third line of the third parcel of Kees and reversely with the fourth or North 84 degrees East 38 6/10 perches line of "Parcel No. 2" described in a Deed from George Palmer and Clyde M. Cofiell to George Palmer, dated January 20, 1988 and recorded among the aforementioned Land Records in Liber S.M. No. 7778, Folio 064 etc.,

12) South 78 degrees 14 minutes 30 seconds West 989.77 feet, passing through a stone found, marked "4", at 353.61 feet and passing 0.73 feet southeast of a stone found at 749.55 feet to a stone found, thence still with the outlines of the aforesaid "Parcel No. 2" of George Palmer, running reversely with and binding on the third or North 5¼ degrees East 24 perches line thereof,

13) South 0 degrees 32 minutes 13 seconds East 398.24 feet to a stone found and reset at the beginning thereof and at the end of the thirteenth or North 22 degrees East 65.0 feet line of "Parcel

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No. 1" described in the aforementioned Deed to George Palmer, thence running reversely with and binding on the said third line,

14) South 17 degrees 00 minutes 52 seconds West 64.47 feet, to a stone found, thence still reversely with the said "Parcel No. 1" along a line omitted in the Deed,

15) South 2 degrees 35 minutes 56 seconds East 65.29 feet to a stone with a tack found, thence running reversely with and binding on the twelfth and eleventh lines of "Parcel No. 1", the following two courses and distances,

16) South 3 degrees 48 minutes 19 seconds East 95.69 feet to a stone found with a tack, thence

17) North 73 degrees 46 minutes 59 seconds West 164.77 feet, passing through a stone found at 157.85 feet, to a stone found with a tack, at the beginning of the fourth or North 62 degrees 38 minutes West 123.75 feet line of that lot of ground which was conveyed by Charles McAvoy to Viktor Eichhorn by Deed dated October 15, 1973 and recorded among the aforementioned Land Records in Liber E.H.K., Jr. No. 5402, Folio 756 etc., thence running with and binding on the said fourth and the fifth, sixth, seventh and part of the eighth lines thereof, the following five courses and distances,

18) North 73 degrees 25 minutes 39 seconds West 188.63 feet, passing 0.49 feet northeast of a stone found with a tack at 95.40 feet to a stone found, thence

19) South 77 degrees 25 minutes 25 seconds West 825.33 feet, passing 1.14 feet southeast of a stone found at 113.64 feet and passing 2.21 feet southeast of a stone found at 181.76 feet and passing 0.32 feet southeast of a stone found at 267.11 feet and passing 1.42 feet southeast of a stone found at 461.05 feet to a stone found, thence

20) North 57 degrees 40 minutes 43 seconds West 49.57 feet to a stone found, thence

21) North 59 degrees 15 minutes 51 seconds West 361.695 feet, passing 0.24 feet northeast of a stone found at 86.08 feet, the beginning of the twenty-sixth or North 59 degrees 12 minutes West 277.75 feet line of the aforementioned mortgage from Edward B. Miller, et al to The Federal Land Bank of Baltimore thence running with and binding on that line and crossing and recrossing a stream to a stone found with a steel bar now set as a witness, northeast of Black Rock Run, thence crossing Black Rock Run, running with and binding on the twenty-seventh or South 34 degrees 03 minutes West 66 feet line of the aforesaid mortgage,

22) South 34 degrees 13 minutes 35 seconds West 65.49 feet to a stone found with a steel bar now set as a witness on the southwest side of Black Rock Run at the beginning of the seventh or North 67 degrees 32 minutes 30 seconds West 123.75 feet line of that parcel of land which was conveyed by Richard E. Hoover to William T. Bridgeland and Shirley J. Bridgeland, his wife, by Deed dated July

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1, 1985 and recorded among the aforementioned Land Records in Liber S.M. No. 6957, Folio 509 etc., said stone found being distant North 34 degrees 13 minutes 35 seconds East 50.05 feet from a 3/4 inch iron pipe found at the end of the aforementioned eighth line of the land conveyed from McAvoy to Eichhorn, thence running with and binding on the twenty-eighth through the thirty-third and part of the thirty-fourth lines of the aforesaid mortgage and running with and binding on the seventh through the twelfth and part of the thirteenth lines of the land conveyed from Hoover to Bridgeland, the following seven courses and distances,

23) North 67 degrees 52 minutes 50 seconds West 123.59 feet, crossing Black Rock Run to a stone found with a steel bar now set as a witness, thence

24) South 88 degrees 41 minutes 22 seconds West 115.66 feet to the northeast edge of Black Rock Run, thence crossing the run,

25) North 60 degrees 33 minutes 38 seconds West 148.71 feet to a steel bar and cap now set on the south bank of Black Rock Run, thence

26) South 6 degrees 08 minutes 37 seconds West 24.71 feet to a stone found, thence

27) North 54 degrees 07 minutes 34 seconds West 148.695 feet to a steel bar and cap now set on the southwest edge of Black Rock Run, thence along and in the run,

28) North 46 degrees 19 minutes 34 seconds West 247.82 feet to the center of Black Rock Run, thence in the center of the run,

29) North 40 degrees, 49 minutes 34 seconds West 16.23 feet to the end of the second or South 37 degrees 29 minutes 00 seconds West 2105 feet line of Parcel "B" described in a Deed from Alma S. Miller, widow, to Baltimore Gas and Electric Company, dated July 23, 1968 and recorded among the aforementioned Land Records in Liber O.T.G. No. 4902, Folio 519 etc., thence running reversely with and binding thereon, passing through a steel bar and cap set at 50.00 feet,

30) North 37 degrees 34 minutes 14 seconds East 1920.46 feet, passing a railroad spike now set in the centerline of Benson Mill Road, thence for a line of division now made in the centerline of Benson Mill Road,

31) South 79 degrees 24 minutes 42 seconds East 267.28 feet to a railroad spike now set in the centerline of the road and to intersect the aforementioned first or South 40 degrees 22 minutes East 1149.1 feet line of the mortgage from Miller to The Federal Land Bank, and to intersect the twenty-eighth or North 32 degrees 19 minutes 34 seconds West 263.94 feet line of the aforementioned first parcel of land described in the Deed from Frances E. Cassidy to David W. Buck, et al, at the end of 20.33 feet from the beginning thereof, thence running reversely with and binding on the said twenty-eighth line and running with and binding on the aforesaid first line of the mortgage from Miller to The Federal Land Bank,



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32) South 40 degrees 15 minutes 34 seconds East 20.335 feet to the place of beginning.

Containing 113.85433 acres of land, more or less.

BEING a part of that land granted and conveyed by Arthur Edward Miller to Edward Alan Miller and Alma S. Miller, his wife, by Deed dated February 28, 1955 and recorded among the Land Records of Baltimore County, Maryland in Liber G.L.B. No. 2662, Folio 10 etc.; the said Edward Alan Miller having departed this life on May 28, 1964 thereby vesting title solely in Alma S. Miller; the said Alma S. Miller having departed this life on September 5, 1996 and Miriam Dixon having been appointed Personal Representative of the Estate of Alma S. Miller by virtue of Letters of Administration issued pursuant to the Estates and Trusts Article of Maryland on December 18, 1996 by the Orphans' Court for Baltimore County in Estate No. 89100.

TOGETHER WITH the rights to cross, farm, extend roads, utilities and perform such other activities upon so much of those parcels of land granted and conveyed unto Bankers Trust Company and Baltimore Gas and Electric Company by Deeds dated September 7, 1965 and July 23, 1968 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 4514, Folio 420 and Liber O.T.G. No. 4902, Folio 519 as lies on the south side of Benson Mill Road as such rights are more particularly reserved and conditioned in said Deeds.

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

**TO HAVE AND TO HOLD** the said lot or parcel of land above-described or mentioned and hereby intended to be conveyed unto and to the proper use and benefit of the said Grantees, as joint tenants, their assigns, the survivor of them, the survivor's personal representatives, heirs and assigns, forever in fee simple.

**WITNESS** the hand and seal of the within Grantor.

WITNESS:

John T. Maguire

Miriam Dixon (SEAL)
MIRIAM DIXON, Personal Representative of the Estate of Alma S. Miller

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STATE OF MARYLAND, CARROLL COUNTY: To Wit:

I HEREBY CERTIFY that on this 13th day of March, 1998, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **MIRIAM DIXON**, Personal Representative of the Estate of Alma S. Miller, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS, my hand and notarial seal.

JOHN T. MAGUIRE, II CARROLL CO., MD NOTARY PUBLIC

John T. Maguire
Notary Public
My Commission Expires: 10-03-01

I hereby certify that the within instrument was prepared by an attorney.

John T. Maguire
John T. Maguire, Attorney

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Return to: John T. Maguire, Esquire
189 East Main Street
Westminster, Maryland 21157

96-656\113.85.dod.01

7

0012859 118

# State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: BALTIMORE

*Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.*

(Type or Print in Black Ink Only—All Copies Must Be Legible)

IMP FD SURC $ 5.00
RECORDING FEE 20.00
TOTAL 25.00
Rec# BAB4 Rcpt # 44514
SM DM Blk # 1565
Nov 14, 1998 08:30 am

**1 Type(s) of Instruments** — (☐ Check Box if Addendum Intake Form is Attached.)

☒ Deed; ☐ Deed of Trust; ☐ Improved Sale Arms-Length (1); ☐ Mortgage; ☐ Lease; ☐ Unimproved Sale Arms-Length (2); ☐ Other; ☐ Multiple Accounts Arms-Length (3); ☐ Other; ☐ Not an Arms-Length Sale (9)

**2 Conveyance Type** Check Box

**3 Tax Exemptions** (If Applicable) Cite or Explain Authority: Recordation; State Transfer; County Transfer — Per will — Rec'd SDAT

**4 Consideration and Tax Calculations**

Consideration Amount

| | | Finance Office Use Only — Transfer and Recordation Tax Consideration | |
|---|---|---|---|
| Purchase Price/Consideration | $ 0 | Transfer Tax Consideration | $ |
| Any New Mortgage | $ | X ( ) % = | $ |
| Balance of Existing Mortgage | $ | Less Exemption Amount – | $ |
| Other: | $ | Total Transfer Tax = | $ |
| Other: | $ | Recordation Tax Consideration | $ |
| | | X ( ) per $500 = | $ |
| Full Cash Value | $ | TOTAL DUE | $ |

**5 Fees**

| Amount of Fees | Doc. 1 | Doc. 2 |
|---|---|---|
| Recording Charge | $ | $ |
| Surcharge | $ | $ |
| State Recordation Tax | $ | $ |
| State Transfer Tax | $ | $ |
| County Transfer Tax | $ | $ |
| Other | $ | $ |
| Other | $ | $ |

Agent: JJ
Tax Bill:
C.B. Credit: S
Ag. Tax/Other:

**6 Description of Property** — SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

| District | Property Tax ID No. (1) | Grantor Liber/Folio | Map | Parcel No. | Var. LOG (5) |
|---|---|---|---|---|---|
| 5TH | ~~See Attached~~ 2462/10 & 2749/55 | | (27) | 17 | |

| Subdivision Name | Lot (3a) | Block (3b) | Sect/AR(3c) | Plat Ref. | SqFt/Acreage (4) |
|---|---|---|---|---|---|
| | | | | | |

Location/Address of Property Being Conveyed (2): BENSON ROAD / DUBBS ROAD / BLACK ROCK ROAD

Other Property Identifiers (If applicable): 05-13-055460, 05-13-055402, 05-13-055460, 05-13-055175 — ~~Water Meter Account No.~~

Residential ☐ or Non-Residential ☐ | Fee Simple ☐ or Ground Rent ☐ | Amount:

Partial Conveyance? ☐ Yes ☐ No | Description/Amt. of SqFt/Acreage Transferred: 113.5733 AC

If Partial Conveyance, List Improvements Conveyed:

**7 Transferred From**

| Doc. 1 - Grantor(s) Name(s) | Doc. 2 - Grantor(s) Name(s) |
|---|---|
| MIRIAM DIXON P/R OF ESTATE OF ALMA S. MILLER | |
| Doc. 1 - Owner(s) of Record, If Different from Grantor(s) | Doc. 2 - Owner(s) of Record, If Different from Grantor(s) |
| | |

**8 Transferred To**

| Doc. 1 - Grantee(s) Name(s) | Doc. 2 - Grantee(s) Name(s) |
|---|---|
| ARTHUR E. MILLER<br>M. DOUGLAS MILLER | |

New Owner's (Grantee) Mailing Address

**9 Other Names to Be Indexed**

| Doc. 1 - Additional Names to be Indexed (Optional) | Doc. 2 - Additional Names to be Indexed (Optional) |
|---|---|
| | |

**10 Contact/Mail Information**

Instrument Submitted By or Contact Person

Name: JOHN T. MAGUIRE
Firm: HALLMAN, HUGHES, FINCH & MAGUIRE
Address: 119 EAST MAIN ST.
WESTMINSTER MD 21157 Phone: (410) 876-3143

☐ Return to Contact Person ☐ Hold for Pickup ☐ Return Address Provided

**11 Assessment Information**

IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

☐ Yes ☒ No Will the property being conveyed be the grantee's principal residence?
☐ Yes ☒ No Does transfer include personal property? *If yes, identify:*
☒ Yes ☐ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Per [illegible]
By [signature]
Authorized Signature
Date 5-13-98
Sec 33-139 (c)

**Assessment Use Only - Do Not Write Below This Line**

☐ Terminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Tran. Process Verification

Transfer Number: Date Received: Deed Reference: Assessed Property No.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Year | 19 | 19 | Geo. | Map | Sub | Block | |
| Land | | | Zoning | Grid | Plat | Lot | |
| Buildings | | | Use | Parcel | Section | Occ. Cd. | |
| Total | | | Town Cd. | Ex. St. | Ex. Cd. | | |

REMARKS:

Space Reserved for County Use

*Distribution: White - Clerk's Office; Canary - SDAT; Pink - Office of Finance; Goldenrod - Preparer*
*AOC-CO-300 (6/95)*

0012859 119

05-13-055400
05-13-055402
05-13-055401
05-13-055125

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original Date of Distribution taken from the records of said Circuit Court as recorded in Libel SM No. 12859 Folio 111 - 119 one of the LAND records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore, County this 5 day of Sept. 2007

Clerk of the Circuit Court of Baltimore County

**DEED**

THIS **DEED**, made this 12th day of March, 1998, by and between **ARTHUR E. MILLER** and **M. DOUGLAS MILLER**, Grantors, and **ARTHUR E. MILLER** and **LOUISE McFADDEN MILLER**, his wife, and **M. DOUGLAS MILLER** and **JANET BURNS MILLER**, his wife, Grantees.

**WITNESSETH**, That for no monetary consideration, Arthur E. Miller and M. Douglas Miller do hereby grant and convey unto Arthur E. Miller and Louise McFadden Miller, his wife, as to a one-half (½) undivided interest as tenants by the entirety, their assigns, the survivor of them, the survivor's personal representatives, heirs and assigns; and M. Douglas Miller and Janet Burns Miller, his wife, as to a one-half (½) undivided interest as tenants by the entirety, their assigns, the survivor of them, the survivor's personal representatives, heirs and assigns, the said undivided one-half (½) interests being held as tenants-in-common by the Grantees, their respective personal representatives, heirs and assigns, forever in fee simple, all that tract or parcel of land situate, lying and being in the Fifth (5th) Election District of Baltimore County, State of Maryland on the south side of Benson Mill Road which according to a survey by A. L. Snyder, Surveyor, Inc., Property Line Surveyor No. 26, dated November 26, 1997 is more particularly described as follows:

> BEGINNING for the same at a half inch iron pipe found 3.0 feet south of the south edge of the paving of Benson Mill Road at the end of the first or South 40 degrees 22 minutes East 1149.1 feet line of that tract or parcel of land described in a mortgage from Edward B. Miller, et al to The Federal Land Bank of Baltimore, dated June 7, 1941 and recorded among the Land Records of Baltimore County, Maryland in Liber C.W.B., Jr. No. 1163, Folio 575 etc., said beginning point being also the end of the twenty-seventh or North 81 degrees 34 minutes 34 seconds West 190.00 feet line of the first parcel of land described in a Deed from Frances E. Cassidy to David W. Buck, et al dated December 30, 1976 and recorded among the aforesaid Land Records in Liber E.H.K., Jr. No. 5713, Folio 182 etc., thence along and in the road running

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REVIEWED SDAT
BY [illegible] DATE 3/18/98

reversely with and binding on the said twenty-seventh line and the twenty-sixth and part of the twenty-fifth lines of Cassidy to Buck, and running with and binding on the second and part of the third lines of the aforementioned mortgage from Miller to The Federal Land Bank, the following three courses and distances,

1) South 89 degrees 31 minutes 02 second East 189.97 feet to a half inch steel bar found 1.2 feet north of the centerline of the road, thence

2) North 54 degrees 00 minutes 54 seconds East 574.21 feet to a half inch steel bar found 2.75 feet southeast of the centerline of the road, thence

3) North 56 degrees 19 minutes 55 seconds East 292.90 feet to a stone found 6.0 feet southeast of the southeast edge of the road and at the third or North 36 degrees 24 minutes West 330.00 feet line of that lot of ground which was conveyed by Edward Alan Miller and Alma S. Miller, his wife, to Ruth Miriam Dixon by Deed dated July 3, 1958 and recorded among the aforesaid Land Records in Liber G.L.B. No. 3376, Folio 280 etc., thence running reversely with and binding on the said third line and the second line thereof, the following two courses and distances,

4) South 36 degrees 39 minutes 54 seconds East 334.95 feet to a stone found on the northwest bank of a ravine, thence

5) North 54 degrees 11 minutes 08 seconds East 131.15 feet to a stone found on the northwest edge of the bottom of the aforesaid ravine in the fourth or South 36 degrees 24 minutes East 709.5 feet line of the aforementioned mortgage from Miller to The Federal Land Bank of Baltimore, at the end of 330.00 feet from the beginning thereof, said stone being also in the first or South 27 degrees 00 minutes 06 seconds East 705.92 feet line of that lot of ground which was conveyed by George R. Faustman, III and Dorothy B. Faustman, his wife, to Allan Bancroft Heaver and Mary Jo Heaver, his wife, by Deed dated October 19, 1978 and recorded among the aforementioned Land Records in Liber E.H.K., Jr. No. 5949, Folio 777 etc., thence running with and binding on the remainder of the first and the second and third lines thereof and with the remainder of the fourth and the fifth and sixth lines of the aforementioned mortgage, the following three courses and distances,

6) South 36 degrees 32 minutes 45 seconds East 374.97 feet to a stone found, thence

7) South 67 degrees 23 minutes 45 seconds East 194.80 feet to a stone found and reset up in the ground,

8) South 64 degrees 23 minutes 45 seconds East 155.84 feet to a stone found at the end of the first or North 42½ degrees West 54 perches line of the second parcel of land (Lot 15) described in a Deed from Edwin V. Bishop, et al to Barbara M. Kees, dated December 18, 1969 and recorded among the aforementioned Land Records in Liber O.T.G. No. 5095, Folio 223 etc., thence running reversely with

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and binding thereon and running with and binding on the seventh or South 42 degrees 50 minutes East 831.00 feet line of the aforementioned mortgage,

9) South 42 degrees 50 minutes 15 seconds East 824.51 feet, passing 0.05 feet northeast of a stone found at 272.61 feet, and passing 0.96 feet southwest of a stone found at 424.21 feet and passing 1.645 feet southwest of a stone found at 603.48 feet and passing 1.31 feet southwest of a stone found at 724.59 feet to a stone found marked "3" at the end of the fourth or North 46½ degrees East 24 perches line of the third parcel described in the aforementioned Deed to Barbara M. Kees, thence running reversely with and binding on the said fourth line and with the eighth or South 50 degrees 16 minutes West 396.00 feet line of the aforementioned mortgage,

10) South 45 degrees 13 minutes 00 seconds West 392.54 feet, passing 0.77 feet northwest of a stone found at 41.85 feet to a stone found marked "4", thence running reversely with and binding on the third or North 80 degrees East 39.4 perches line of the aforementioned third parcel of Kees, and with the ninth or South 77 degrees 30 minutes West 301.00 feet line of the aforementioned mortgage,

11) South 79 degrees 03 minutes 00 seconds West 301.11 feet to a stone found, thence leaving the outlines of the said mortgage and continuing with the aforesaid third line of the third parcel of Kees to and reversely with the fourth or North 84 degrees East 38 6/10 perches line of "Parcel No. 2" described in a Deed from George Palmer and Clyde M. Cofiell to George Palmer, dated January 20, 1988 and recorded among the aforementioned Land Records in Liber S.M. No. 7778, Folio 064 etc.,

12) South 78 degrees 14 minutes 30 seconds West 989.77 feet, passing through a stone found, marked "4", at 353.61 feet and passing 0.73 feet southeast of a stone found at 749.55 feet to a stone found, thence still with the outlines of the aforesaid "Parcel No. 2" of George Palmer, running reversely with and binding on the third or North 5¾ degrees East 24 perches line thereof,

13) South 0 degrees 32 minutes 13 seconds East 398.24 feet to a stone found and reset at the beginning thereof and at the end of the thirteenth or North 22 degrees East 65.0 feet line of "Parcel No. 1" described in the aforementioned Deed to George Palmer, thence running reversely with and binding on the said third line,

14) South 17 degrees 00 minutes 52 seconds West 64.47 feet, to a stone found, thence still reversely with the said "Parcel No. 1" along a line omitted in the Deed,

15) South 2 degrees 35 minutes 56 seconds East 65.29 feet to a stone with a tack found, thence running reversely with and binding on the twelfth and eleventh lines of "Parcel No. 1", the following two courses and distances,

16) South 3 degrees 48 minutes 19 seconds East 95.69 feet to a stone found with a tack, thence

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17) North 73 degrees 46 minutes 59 seconds West 164.77 feet, passing through a stone found at 157.85 feet, to a stone found with a tack, at the beginning of the fourth or North 62 degrees 38 minutes West 123.75 feet line of that lot of ground which was conveyed by Charles McAvoy to Viktor Eichhorn by Deed dated October 15, 1973 and recorded among the aforementioned Land Records in Liber E.H.K., Jr. No. 5402, Folio 756 etc., thence running with and binding on the said fourth and the fifth, sixth, seventh and part of the eighth lines thereof, the following five courses and distances,

18) North 73 degrees 25 minutes 39 seconds West 188.63 feet, passing 0.49 feet northeast of a stone found with a tack at 95.40 feet to a stone found, thence

19) South 77 degrees 25 minutes 25 seconds West 825.33 feet, passing 1.14 feet southeast of a stone found at 113.64 feet and passing 2.21 feet southeast of a stone found at 181.76 feet and passing 0.32 feet southeast of a stone found at 267.11 feet and passing 1.42 feet southeast of a stone found at 461.05 feet to a stone found, thence

20) North 57 degrees 40 minutes 43 seconds West 49.57 feet to a stone found, thence

21) North 59 degrees 15 minutes 51 seconds West 361.695 feet, passing 0.24 feet northeast of a stone found at 86.08 feet, the beginning of the twenty-sixth or North 59 degrees 12 minutes West 277.75 feet line of the aforementioned mortgage from Edward B. Miller, et al to The Federal Land Bank of Baltimore thence running with and binding on that line and crossing and recrossing a stream to a stone found with a steel bar now set as a witness, northeast of Black Rock Run, thence crossing Black Rock Run, running with and binding on the twenty-seventh or South 34 degrees 03 minutes West 66 feet line of the aforesaid mortgage,

22) South 34 degrees 13 minutes 35 seconds West 65.49 feet to a stone found with a steel bar now set as a witness on the southwest side of Black Rock Run at the beginning of the seventh or North 67 degrees 32 minutes 30 seconds West 123.75 feet line of that parcel of land which was conveyed by Richard E. Hoover to William T. Bridgeland and Shirley J. Bridgeland, his wife, by Deed dated July 1, 1985 and recorded among the aforementioned Land Records in Liber S.M. No. 6957, Folio 509 etc., said stone found being distant North 34 degrees 13 minutes 35 seconds East 50.05 feet from a 3/4 inch iron pipe found at the end of the aforementioned eighth line of the land conveyed from McAvoy to Eichhorn, thence running with and binding on the twenty-eighth through the thirty-third and part of the thirty-fourth lines of the aforesaid mortgage and running with and binding on the seventh through the twelfth and part of the thirteenth lines of the land conveyed from Hoover to Bridgeland, the following seven courses and distances,

23) North 67 degrees 52 minutes 50 seconds West 123.59 feet, crossing Black Rock Run to a stone found with a steel bar now set as a witness, thence

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24) South 88 degrees 41 minutes 22 seconds West 115.66 feet to the northeast edge of Black Rock Run, thence crossing the run,

25) North 60 degrees 33 minutes 38 seconds West 148.71 feet to a steel bar and cap now set on the south bank of Black Rock Run, thence

26) South 6 degrees 08 minutes 37 seconds West 24.71 feet to a stone found, thence

27) North 54 degrees 07 minutes 34 seconds West 148.695 feet to a steel bar and cap now set on the southwest edge of Black Rock Run, thence along and in the run,

28) North 46 degrees 19 minutes 34 seconds West 247.82 feet to the center of Black Rock Run, thence in the center of the run,

29) North 40 degrees, 49 minutes 34 seconds West 16.23 feet to the end of the second or South 37 degrees 29 minutes 00 seconds West 2105 feet line of Parcel "B" described in a Deed from Alma S. Miller, widow, to Baltimore Gas and Electric Company, dated July 23, 1968 and recorded among the aforementioned Land Records in Liber O.T.G. No. 4902, Folio 519 etc., thence running reversely with and binding thereon, passing through a steel bar and cap set at 50.00 feet,

30) North 37 degrees 34 minutes 14 seconds East 1920.46 feet, passing a railroad spike now set in the centerline of Benson Mill Road, thence for a line of division now made in the centerline of Benson Mill Road,

31) South 79 degrees 24 minutes 42 seconds East 267.28 feet to a railroad spike now set in the centerline of the road and to intersect the aforementioned first or South 40 degrees 22 minutes East 1149.1 feet line of the mortgage from Miller to The Federal Land Bank, and to intersect the twenty-eighth or North 32 degrees 19 minutes 34 seconds West 263.94 feet line of the aforementioned first parcel of land described in the Deed from Frances E. Cassidy to David W. Buck, et al, at the end of 20.33 feet from the beginning thereof, thence running reversely with and binding on the said twenty-eighth line and running with and binding on the aforesaid first line of the mortgage from Miller to The Federal Land Bank,

32) South 40 degrees 15 minutes 34 seconds East 20.335 feet to the place of beginning.

Containing 113.85433 acres of land, more or less.

BEING all that parcel of land granted and conveyed by Miriam Dixon, Personal Representative of the Estate of Alma S. Miller unto Grantors by Deed of even date herewith and intended to be recorded among the Land Records of Baltimore County immediately prior hereto.

TOGETHER WITH the rights to cross, farm, extend roads, utilities and perform such other activities upon so much of those parcels of land granted and conveyed unto Bankers Trust Company and Baltimore Gas and Electric Company by Deeds dated September

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7, 1965 and July 23, 1968 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 4514, Folio 420 and Liber O.T.G. No. 4902, Folio 519 as lies on the south side of Benson Mill Road as such rights are more particularly reserved and conditioned in said Deeds.

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

**TO HAVE AND TO HOLD** the said lot or parcel of land above-described or mentioned and hereby intended to be conveyed unto and to the proper use and benefit of the said Arthur E. Miller and Louise McFadden Miller, his wife, as to a one-half (½) undivided interest as tenants by the entirety, their assigns, the survivor of them, the survivor's personal representatives, heirs and assigns; and M. Douglas Miller and Janet Burns Miller, his wife, as to a one-half (½) undivided interest as tenants by the entirety, their assigns, the survivor of them, the survivor's personal representatives, heirs and assigns, the said undivided one-half (½) interests being held as tenants-in-common Arthur E. Miller and Louise McFadden Miller, his wife, as to a one-half (½) undivided interest as tenants by the entirety, and M. Douglas Miller and Janet Burns Miller, his wife, as to a one-half (½) undivided interest as tenants by the entirety, the said undivided one-half (½) interests being held as tenants-in-common by the Grantees, their respective personal representatives, heirs and assigns, forever in fee simple, subject to the conditions stated herein above.

**AND THE SAID GRANTORS** hereby covenant that they have done nothing to encumber the property herein conveyed; they will warrant specially this property hereby conveyed; and they will execute such other and further assurances of the same as may be requisite.

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**WITNESS** the hands and seals of the Grantors.

WITNESS:

John T. Maguire

Arthur E. Miller (SEAL)
ARTHUR E. MILLER

John T. Maguire

M. Douglas Miller (SEAL)
M. DOUGLAS MILLER

STATE OF MARYLAND, CARROLL COUNTY: To Wit:

I HEREBY CERTIFY that on this 12th day of March, 1998, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **ARTHUR E. MILLER**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS, my hand and notarial seal.

John T Maguire
Notary Public
My Commission Expires: 10-03-01

STATE OF MARYLAND, CARROLL COUNTY: To Wit:

I HEREBY CERTIFY that on this 12th day of March, 1998, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **M. DOUGLAS MILLER**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS, my hand and notarial seal.

JOHN T. MAGUIRE, II NOTARY PUBLIC CARROLL CO., MD

John T Maguire
Notary Public
My Commission Expires: 10-03-01

I hereby certify that the within instrument was prepared by an attorney.

JOHN T. MAGUIRE, II NOTARY PUBLIC CARROLL CO., MD

John T Maguire
John T. Maguire, Attorney

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FINCH & MAGUIRE
CHARTERED
WESTMINSTER, MD 21157

Return to: John T. Maguire, Esquire
189 East Main Street
Westminster, Maryland 21157

0012859 127

(3)

# State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Baltimore

*Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.*

(Type or Print in Black Ink Only—All Copies Must Be Legible)

**1 Type(s) of Instruments** — ( ) Check Box If Addendum Intake Form is Attached.

| | | | | |
|---|---|---|---|---|
| ☒ Deed | ☐ Mortgage | ☐ Other | ☐ Other | |
| ☐ Deed of Trust | ☐ Lease | | | |

**2 Conveyance Type Check Box**

| | | | | |
|---|---|---|---|---|
| ☐ Improved Sale Arms-Length (1) | ☐ Unimproved Sale Arms-Length (2) | ☐ Multiple Accounts Arms-Length (3) | ☐ Not an Arms-Length Sale (9) | |

**3 Tax Exemptions (If Applicable) Cite or Explain Authority**

Recordation

State Transfer

County Transfer

Recd's Date Adding Spouse

**4 Consideration and Tax Calculations**

| Consideration Amount | | Finance Office Use Only — Transfer and Recordation Tax Consideration | |
|---|---|---|---|
| Purchase Price/Consideration | $ —0— | Transfer Tax Consideration | $ |
| Any New Mortgage | $ | X ( )% = | $ |
| Balance of Existing Mortgage | $ | Less Exemption Amount – | $ |
| Other: | $ | Total Transfer Tax = | $ |
| Other: | $ | Recordation Tax Consideration | $ |
| | | X ( ) per $500 = | $ |
| Full Cash Value | $ | TOTAL DUE | $ |

**5 Fees**

| Amount of Fees | Doc. 1 | Doc. 2 |
|---|---|---|
| Recording Charge | $ | $ |
| Surcharge | $ | $ |
| State Recordation Tax | $ | $ |
| State Transfer Tax | $ | $ |
| County Transfer Tax | $ | $ |
| Other | $ | $ |
| Other | $ | $ |

Agent:

Tax Bill: 2003

C.B. Credit:

Ag. Tax/Other:

**6 Description of Property**

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

| District | Property Tax ID No. (1) | Grantor Liber/Folio | Map | Parcel No. | Var. LOG (5) |
|---|---|---|---|---|---|
| 5th | See Attached | 2662/10 #0349 | (27) | 17 | |

| Subdivision Name | Lot (3a) | Block (3b) | Sect/AR(3c) | Plat Ref. | SqFt/Acreage (4) |
|---|---|---|---|---|---|
| | | | | | |

Location/Address of Property Being Conveyed (2)

Benson Road / Dulls Road / Black Rock Lane

Other Property Identifiers (If applicable) — Water Meter Account No.

05-13-055408 05-13-055402, 05-13-055401, 05-13-055125

Residential ☐ or Non-Residential ☐ — Fee Simple ☐ or Ground Rent ☐ — Amount:

Partial Conveyance? ☐ Yes ☐ No — Description/Amt. of SqFt/Acreage Transferred:

113.8533 Acre

If Partial Conveyance, List Improvements Conveyed:

**7 Transferred From**

| Doc. 1 - Grantor(s) Name(s) | Doc. 2 - Grantor(s) Name(s) |
|---|---|
| Arthur E. Miller<br>M. Douglas Miller | |
| **Doc. 1 - Owner(s) of Record, if Different from Grantor(s)** | **Doc. 2 - Owner(s) of Record, if Different from Grantor(s)** |
| | [redacted] |

**8 Transferred To**

| Doc. 1 - Grantee(s) Name(s) | Doc. 2 - Grantee(s) Name(s) |
|---|---|
| Arthur E. Miller<br>Louise McFadden Miller | M. Douglas Miller<br>Nancy Burns Miller |
| **New Owner's (Grantee) Mailing Address** | |
| 9122 Sweetbriar Rd Timonium 21093 | 17801 Big Falls Rd White Hall 21161 |

**9 Other Names to Be Indexed**

| Doc. 1 - Additional Names to be Indexed (Optional) | Doc. 2 - Additional Names to be Indexed (Optional) |
|---|---|
| | |

**10 Contact/Mail Information**

Instrument Submitted By or Contact Person

Name: John T. McGuire, Esq.

Firm: Hillman, Hughes, Fink & McGuire, Chartered

Address: 189 East Main St.

Westminster, MD 21157 Phone: (410) 876-3183

☒ Return to Contact Person

☐ Hold for Pickup

☐ Return Address Provided

**11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER**

**Assessment Information**

☐ Yes ☒ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☒ No Does transfer include personal property? If yes, identify:

☒ Yes ☐ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

**Assessment Use Only - Do Not Write Below This Line**

☐ Terminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Trans. Process Verification

Transfer Number: Date Received: Deed Reference: Assessed Property No.:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Year | 19 | 19 | Geo. | Map | Sub | Block | |
| Land | | | Zoning | Grid | Plat | Lot | |
| Buildings | | | Use | Parcel | Section | Use. Cd. | |
| Total | | | Town Cd. | Ex. St. | Ex. Cd. | | |

REMARKS:

Space Reserved for County Voucher

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND
Per
Date 5-13-97
Authorized Signature
Sec 33-139

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (8/95)

05-13-055400
05-13-055402
05-13-055401
05-13-055125

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original DEED taken from the records of said Circuit Court as recorded in Liber 5879 No. 12859 Folio 120-122 one of the LAND records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore, County this 7 day of Sept, 2023

Clerk of the Circuit Court of Baltimore County

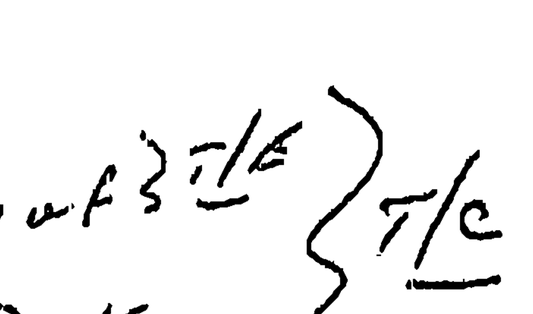
# Title Chain

## 15 ac ± (aka Laurel Hill)

— Estate of: Ensor - Darby —
Executor: Ensor - Luke G.
↓
— AWB 383/471 —
(1st parcel)
Davis - Evan
b. 4/3/1847 d. 12/1/1937
↓
— Heir of Davis - Evan —
Davis - Joshua Baseman (died 1927)
b. 2/2/1876 ↓ d. 12/1/1937
— Heirs of Davis - Joshua Baseman —
Davis - William E. +
Davis - May
b. 1/1/1927 ↓ d. 12/1/1937
— CWB, Jr. 1017/511 —
Pearce - John H. + Elsie A. W/F
b. 12/1/1937 ↓ d. 1/4/1939
— CWB, Jr. 1055/158 —
Miller - Alan (aka Edward Alan)
Miller - Alma S. W/F.
b. 1/3/1939 ↓ d. 3/15/1955
— GLB 2662/6 —
Miller - Arthur Edward
b. 2/28/1955 ↓ d. 3/15/1955
— GLB 2663/11 —
Miller - Edward Alan - died 5/28/1964
Miller - Alma S. W/F. - died 9/5/1996
b. 2/28/1955 ↓ d. 5/14/1998
— Estate of: Miller - Alma S. —
P/R - Dixon - Miriam
b. 9/5/1996 ↓ d. 5/14/1998
— SM 12859/111 —
Miller - Arthur E. + T/T!
Miller - M. Douglas
b. 3/12/1998 ↓ d. 5/14/1998
— SM 12859/120 —
1/2 Int Miller - Arthur E. + } T/E
Miller - Louise McFadden wf
1/2 Int Miller - M. Douglas } T/E
Miller - Janet Burns wf

} T/C

Sold!



# Title Chain
## 17 1/4 ac ±

— WG 142/513 + 515 —
Enson - Darby
fr 6/20/1817 to: 7/29/1847
↓
— Estate of: Enson - Darby —
Executor: Enson - Luke G.

— AWB 383/471 —
(2nd parcel)
Davis - Evan
fr: 4/3/1847 to: 12/1/1937
↓
— Heir of Davis - Evan —
Davis - Joshua Baseman (died 1937)
fr 2/2/1876 ↓ to: 12/1/1937
— Heirs of Davis - Joshua Baseman —
Davis - William E. +
Davis - May
fr 11/1/1937 ↓ to: 12/1/1937

— CWB, Jr. 1017/511 —
Pearce - John H. + Elsie R. wf
fr 12/1/1937 ↓ to: 11/4/1939

— CWB, Jr. 1055/158 —
Miller - Alan (aka Edward Alan)
Miller - Alma S. wf.
fr 11/3/1939 ↓ to: 3/15/1955

— GLB 2662/6 —
Miller - Arthur Edward
fr 2/28/55 ↓ to: 3/15/1955

— GLB 2662/10 —
Miller - Edward Alan - died 5/28/1964
Miller - Alma S. wf. - died 9/5/1996
fr: 2/28/55 ↓ to: 5/14/1998

— Estate of: Miller - Alma S. —
P/R - Dixon - Miriam
fr: 9/5/1996 ↓ to: 5/14/1998

— SM 12859/111 —
Miller - Arthur E. + T/T!
Miller - M. Douglas
fr: 3/12/1998 ↓ to: 5/14/1998

— SM 12859/120 —
Miller - Arthur E. + T/E
Miller - Louise McFadden wf
Miller - M. Douglas T/E
Miller - Janet Burns wf

T/C!

Good!

EXHIBIT
tabbies
6

WG 142/513

in the said two Lots of Land and premises hereby bargained and sold or meant mentioned or intended hereby so to be and every or any part and parcel thereof TO HAVE AND TO HOLD the said undivided interest in the said two Lots of Land above mentioned and premises with every of the appurtenances unto the said Thomas Raven his heirs and assigns forever to his and their only proper use and behoof and to and for no other use intent or purpose whatsoever In Witness whereof the said Edward G Woodyear hath hereunto subscribed his name and affixed his seal the day and year first herein before written - - - - - - - E G Woodyear Trustee (seal)

Sigred sealed and delivered in presence of } Baltimore County Set Be it remembered that on this eighteenth
the word "two" in the twelfth line of the third } day of July in the year of our
page was interlined before the execution hereof } Lord one thousand eight hundred
John Scott }

and seventeen personally appears Edward G Woodyear the party grantor within named before us the subscribers two of the Justices of the Peace of the State of Maryland for Baltimore County aforesaid and acknowledges the within deed or instrument of writing to be his act and deed according to the purport true intent and meaning thereof and according to the Acts of Assembly in such case made and provided Acknowledged before and Certified by - John Mitchell Wm M Medcalf

Received to be recorded the 22nd day of October 1817 same day recorded and examined

Pr Wm Gibson Clk

Elizabeth Lemmon &c } This Indenture made this twentieth day of June in the year of
Conveyance to } our Lord one thousand eight hundred and seventeen between
Darby Ensor } Elizabeth L Lemmon of Baltimore County in the State of Maryland
and George Lemmon of Fairquier County in the State of Virginia of the one part and
Darby Ensor of Baltimbre County aforesaid of the other part WITNESSETH that for and
in consideration of the sum of two hundred and sixteen Dollars lawful money of the
United States to the said Elizabeth L Lemmon and George Lemmon in hand well and truly
paid by the said Darby Ensor at or before the sealing and delivery of these presents the receipt whereof the said Elizabeth L Lemmon and George Lemmon do hereby acknowledge and confess themselves to be therewith fully satisfied contented and paid and thereof and of and from every part and parcel thereof do release acquit and forever discharge the said Darly Ensor his heirs Executors and administrators by these presents the said Elizabeth L Lemmon and George Lemmon have given granted bargained sold aliened enfeoffed conveyed released and confirmed and by these presents do give grant bargain sell alien enfeoff convey release and confirm unto the said Darby Ensor his heirs and assigns all that part of a tract of Land called "Spring Field Enlarged" lying and being in Baltimore County and State of Maryland BEGINNING for the same at the end of the north three degrees east twenty four perches line of a tract of Land called Broads Enlargement as run with one degree and thirty minutes allowance for variation and running thence north eighty and a half degrees east fifty nine and three fourths perches to the road that leads from James Benson's Mill by a certain Daniel Evans plantation to the City of Baltimore thence running and bounding on said road the following courses to wit north fifty two and a quarter degrees east seven and three quarters perches north seventy five degrees west fourteen and a half perches north fifty nine degrees west eight perches north seventy five degrees west four and a half perches north fifty and a quarter degrees west fourteen perches north nineteen degrees west five perches north eight and a half degrees east six perches north twenty eight degrees east six perches north two and a quarter degrees East six perches North twenty and a half degrees west four and a quarter perches thence south seventy four degrees west thirty eight perches until it intersects a line drawn north thirty nine degrees west from the end of twenty two perches on the north eighty three degrees east thirty six perches line of the whole tract of Land called Spring Field Enlarged thence bounding on said line reversely south thirty nine degrees east eighteen and a half perches to the end of twenty two perches on the aforesaid north eighty three degrees east thirty six perches line of the whole tract of Land called Spring Field Enlarged thence running with and bounding on the out lines of Spring Field Enlarged the eight following courses to wit north eighty three degrees east fourteen perches south eight degrees west nineteen perches south fifty eight degrees - - - - - (west)

142/514

west thirty four perches south twenty two degrees west twenty eight perches south seventy degrees east thirty three perches north two degrees east nineteen perches north eighty one degrees east five perches until it intersects the north forty degrees west fifty perches line of the aforesaid tract of Land called Broads Enlargement as run with one degree and thirty minutes allowance for variation thence running with and bounding on said line north forty one and a half degrees west four and a half perches to the end thereof and thence with a straight line to the first place of BEGINNING containing seventeen and a quarter acres more or less TOGETHER with all and singular the buildings and improvements upon the said tract or part of a tract of Land erected made or being and all and every the rights liberties privileges hereditaments appurtenances and advantages to the same belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and all the estate right title interest use trust possession property claim and demand whatsoever both in Law and equity of the said Elizabeth L Lemmon and George Lemmon of in unto and out of the same TO HAVE AND TO HOLD the said tract or part of a tract of Land and premises above described and hereby conveyed or meant mentioned or intended hereby so to be with their and every of their appurtenances unto the said Darby Ensor his heirs and assigns to the only proper use and behoof of the said Darby Ensor his heirs and assigns forever and to and for none other use intent or purpose whatsoever And the said Elizabeth L Lemmon and George Lemmon for themselves and their heirs Executors and administrators do covenant grant promise and agree to and with the said Darby Ensor his heirs and assigns by these presents in manner following that is to say that the said Elizabeth L Lemmon and George Lemmon and their heirs the said tract or part of a tract of Land and premises above described and hereby conveyed or meant mentioned or intended hereby so to be with the appurtenances from and against the said Elizabeth L Lemmon and George Lemmon and their heirs and all and every other person or persons legally or equitably claiming or to claim any estate or interest therein by from or under them or any of them unto the said Darby Ensor his heirs and assigns shall and will warrant and by these presents forever defend and also that the said Elizabeth L Lemmon and George Lemmon and their heirs shall and will at any time or times hereafter at the reasonable request and proper cost and charge in the Law of the said Darby Ensor his heirs or assigns made do execute acknowledge and deliver or cause and procure to be made done executed acknowledged and delivered all such further and other acts deeds assurances and conveyances in the Law as the said Darby Ensor his heirs or assigns or his or their counsel learned in the Law may or shall be reasonably advised or devised and required for the better and more perfectly granting releasing assuring and conveying unto the said Darby Ensor his heirs and assigns all such estate and interest as the said Elizabeth L Lemmon and George Lemmon now have or at any time heretofore had in the said tract or part of a tract of Land and premises above described and hereby mentioned to be conveyed according to the purport true intent and meaning of these presents In Testimony whereof the said Elizabeth L Lemmon and George Lemmon have hereunto subscribed their names and affixed their seals the day and year first herein above written Elizabeth L Lemmon (seal)
Signed sealed and delivered in the presence of )
John F Harris John Dougherty ) George Lemmon (seal)
Be it remembered and it is hereby certified that on the seventh day of the month in the year of our Lord one thousand eight hundred and seventeen before me the Subscriber one of the Justices of the Peace of the State of Maryland for the Eastern Shore aforesaid personally appeared Elizabeth L Lemmon and George Lemmon the party mentioned in the within Indenture of bargain and sale or instrument of writing and acknowledged the same to be their act and deed John F Harris John Dougherty
Recorded the 22nd day of October 1817 same day recorded and examined
Pr Wm Gibson Clk

WG 142/515 mc 10/22/1817

Abraham Haines ) This Indenture made this eleventh day of October eighteen hun-
) dred & seventeen between Abraham Hains of Frederick County and
Used to )
Ephraim Cook ) Ephram Cook of Baltimore County each of the State of Maryland

WITNESSETH that for and in consideration of the sum of two hundred and fifty five dollars paid by the said Ephram Cook unto the said Abraham Haina the receipt the said Hains doth hereby acknowledge and thereof and therefrom doth exonerate and acquit the said Ephram Cook his heirs and assigns hath granted bargained and sold and by these presents doth grant bargain and sell allien enfeoff and confirm unto him the said Ephram Cook his heirs and assigns all that peace or part of a tract of land lying & being in Baltimore County State of Maryland and by the name of Kinrouns Lot No Twenty three by the following metes bounds courses & distances BEGINNING at the end of eighty two perches on the eighth line of said Lot north fifty degrees west thirty perches north thirty five degrees east fifty three and a half perches south fifty degrees east thirty to the end of the eigth line of said Lot thence reversing on said line south thirty five degrees west fifty three & half perches to the first place of BEGINNING containing ten acres & five perches more or less TOGETHER with all and singular the premises apertaining and advantages thereunto belonging or in any wise appertaining TO HAVE AND TO HOLD the aforesaid Land and premises with the appurtenances and advantages and all and every part and persel thereof unto him the said Ephram Cook his heirs and assigns forever and the said Abraham Haina for himself and his heirs doth further covenant and agree to and with the said Ephram Cook his heirs and assigns that he the said Abraham Haina his heirs and assigns shall and will warrant and forever defend the aforesaid afforesaid land and premises unto him the Ephram Cook his heirs and assigns against all manner of person or persons claiming or hereafter to claim the same from by or under him the said Abraham Haina his heirs and assigns or any of them In witness whereof the said Abraham Haina hath hereunto set his hand seal the day first above writen Abraham Haina (seal)

Signed sealed and delivered in the presence of ) Received the day of the date above
) instrument of Ephram Cook Two hun-
Saml Stevenson Jos W Owings ) dred & fifty five dollars it being the full consideration money for the above mentioned land and premises I say received by me Abraham Haina

Saml Stevenson ) Baltimore County to wit on the 11th day of October 1817 came the within named Abraham Haina before us the subscribers two Justices of the Peace for said County and acknowledged the within Instrument of writing to be his act and the Land and premises therein mentioned to be the right title and estate of the within named Ephram Cook his heirs and assigns forever at the same time wife of the above named Abraham Haina and being by privately examined apart and out of the hearing of hur said husband she relinquised all her right and title of Dowery of in and to the within mentioned Land and declared she done the same willingly not being induced thereto by fear or threats from hur said Husband or for fear of his displeasure acknowledged before us Saml Stevenson Jos W Owings

Received to be recorded the 22nd day of October 1817 same day recorded and examined Pr Wm Gibson Clk

Mary James ) This Indenture made this twentieth day of May in the year of our
Deed to ) Lord one thousand eight hundred and seventeen between Mary James of
Darby Enaor ) Somerset County State of Maryland on the one part and Darby Enaor of Baltimore County of the other part WITNESSETH that the said Mary James for & in consideration of the sum of seventy two dollars lawful money of the United States to her in hand paid by the said Darby Enaor before the sealing and delivery of these presents the receipt whereof the said Mary James doth hereby acknowledge and every part and parcel thereof doth hereby acquit exonerate and discharge the said Darby Enaor his heirs Executors & administrators she the said Mary James hath granted bargained sold aliened enfeoffed and confirmed and by these presents doth give grant bargain sell alien enfeoff and confirm unto the said Darby Enaor his heirs Executors administrators and assigns all that part of a tract of land called Springfield Enlarged lying and being in

(Baltimore)

Baltimore County and State of Maryland BEGINNING for the same at the end of the north three degrees east twenty four perches line of a tract of land called Broads Enlargement as run with one degree and thirty minutes allowance for variation and running thence north eighty and a half degrees east fifty nine and one quarter perches to the road that leads from James Bensons Mill by a certain Daniel Evans's Plantation to the City of Baltimore thence running and bounding on said road the following courses to wit North fifty two and a quarter degrees west seven and three quarter perches north seventy five degrees west fourteen and a half perches North fifty nine degrees west eight perches north seventy five degrees west four and a half perches north fifty and a quarter degrees west fourteen perches north nineteen degrees west five perches north eight and half degrees east six perches north twenty eight degrees east six perches north two and a quarter degrees East six perches north twenty and a half degrees west four and a quarter perches thence south seventy four degrees west thirty eight perches until it intersects a line drawn north thirty nine degrees west from the end of twenty two perches on the north eighty three degrees east thirty six perches line of the whole tract of Land called Springfield Enlarged thence bounding on said line reversely south thirty nine degrees east eighteen and a half perches to the end of twenty two perches on the aforesaid north eighty three degrees east thirty six perches line of the whole tract of Land called Springfield Enlarged thence running with and bounding on the out line of Springfield Enlarged the eight following courses to wit North eighty three degrees east fourteen perches south eight degrees west nineteen perches south fifty eight degrees west thirty four perches south twenty two degrees west twenty eight perches south seventy degrees east thirty three perches north two degrees east nineteen perches north eighty one degrees east five perches until it intersects the north forty degrees west fifty perches line of of the aforesaid tract of Land called Broads Enlargement as run with one degree thirty minutes allowance for variation thence running with and bounding on said line north forty one and a half degrees west four and a half perches to the end thereof and thence with a straight line to the first place of BEGINNING containing seventeen and a quarter acres more or less TOGETHER with all and singular the buildings improvements woods ways waters water courses rights liberties privileges hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and the reversions and remainders rents Issues and profits thereof and all the estate right title and interest whatsoever of her the said Mary James both at Law and in equity or in to and out of the said tract or part of a tract of land and premises hereby bargained and sold or meant mentioned or intended hereby so to be and every or any part or parcel thereof TO HAVE AND TO HOLD the said tract or part of a tract of Land so as aforesaid described called Springfield Enlarged or by whatsoever name the same may be called TOGETHER with the appurtenances and buildings and all and singular other the premises hereby bargained and sold or meant mentioned or intended hereby so to be and every part and parcel thereof with their and every their appurtenances unto the said Darby Emsor his heirs and assigns to his and their only proper use forever and to or for no other use Interest or purpose whatsoever And the said Mary James for herself her heirs Executors and administrators doth hereby covenant grant and promise and agree to and with the said Darby Emsor his heirs Executors administrators and Assigns that she the said Mary James and her heirs the said tract or part of a tract of land aforesaid and premises hereby granted bargained and sold and every part and parcel thereof with the appurtenances thereunto belonging unto the said Darby Emsor his heirs and assigns against her the said Mary James and her heirs and against all and every person or persons whomsoever claiming or to claim any right title or interest to and to the same or any part thereof by from or under them or any of them shall and will hereafter warrant and forever defend by these Presents And the said Mary James for her heirs Executors and administrators and Assigns doth covenant promise and agree to and with the said Darby Emsor his heirs Executors administrators and Assigns that and the said Mary James and her

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shall and will at all times hereafter whenever reasonably required thereto by the said Darby Ensor his heirs Executors administrators or assigns at the proper cost and expence of the said Darby Ensor his heirs or assigns make do execute and acknowledge all and every such further assurance or assurances deed or deeds conveyance or conveyances devise or devises in the Law as he the said Darby Ensor his heirs or assigns or his or their counsel learned in the Law may or shall advise devise or require for the more certain and effectual conveying and quieting as aforesaid the title and possession of the said Darby Ensor his heirs and assigns in and to the said tract of Land or part of a tract and premises with the appurtenances forever In Witness whereof the said Mary James hath hereunto subscribed her name and affixed her seal the day and year first herein before written Mary James (seal)

Signed sealed and delivered in presence of ) Baltimore County to wit on this twen-
John Dougherty John F Harris ) tieth day of May 1817 appears Mary

James party grantor mentioned in the foregoing deed or Instrument of writing personally before us the subscribers two Justices of the Peace in and for said County and acknowledges the said deed or Instrument of writing to be her act and deed and the Land and premises therein mentioned and thereby bargained & sold to be the right and Estate of Darby Ensor party Grantee also therein mentioned his heirs and assigns forever according to the purport true intent and meaning of the said deed or instrument of writing and the Acts of Assembly in such case made and provided acknowledged before and certified by John Dougherty John F Harris

Received to be recorded the 22nd day of October 1817 same day recorded and examined

Pr Wm Gibson Clk

Rebecca Ellis &c ) This Indenture made this twenty second day of October in the
Deed to ) year of our Lord one thousand eight hundred and seventeen between
Thomas Whelan ) Rebecca Ellis Widow of John Ellis and James Harrow and Rebecca

his wife (who is one of the heirs and the only surviving heir of the said John Ellis late of Baltimore County deceased) of Baltimore County in the State of Maryland of the one part and Thomas Whelan Merchant of Baltimore City of the same County and State of the other part WITNESSETH that for and in consideration of the sum of six hundred dollars lawful money of the United States to the said Rebecca Ellis James Harrow and Rebecca his wife in hand well and truly paid by the said Thomas Whelan at or before the sealing and delivery of these presents the receipt whereof the said Rebecca Ellis James Harrow and Rebecca his wife do hereby acknowledge and confess themselves to be therewith fully satisfied contented and paid and thereof and therefrom and of and from every part and parcel thereof do release acquit and forever discharge the said Thomas Whelan heirs Executors and administrators by these presents the said Rebecca Ellis James Harrow and Rebecca his wife have given granted bargained sold aliened enfeoffed conveyed released and confirmed and by these presents do give grant bargain sell alien enfeoff convey release and confirm unto the said Thomas Whelan his heirs and assigns All that Lot or part of a lot of Land lying and being in the second addition to Baltimore Town on the west side of Jones's Falls known and distinguished by the number one hundred and sixty which is contained within the following metes bounds courses and distances to wit BEGINNING on Charles Street at the north corner of that part of said Lot sold by Daniel Carroll to [illegible] and running thence and bounding on Charles Street North twenty seven [illegible] degrees west north west until it extends half way the depth of said part [illegible] depth south west twenty five feet then with a straight line to the [illegible] Estate right title and interest of them the said Rebecca Ellis [illegible] Rebecca Harrow as one of the children and heirs of the said John Ellis and [illegible] of the said James Harrow as the husband of said Rebecca Harrow [illegible] singular the buildings and improvements upon the said Lot or part of a Lot of Land erected made or being and all and every the rights liberties privileges hereditaments and appurtenances and advantages to the same belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and all the Estate right

(title)

AW3383/471 Rec 7/29/1847

[illegible] the said Margaret
[illegible] of the presents and
[illegible] and agreements
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[illegible] A. W. Bradford
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for and in Consideration of the sum of five shillings current money of the United States of North America to him in hand paid by the said Evan Davis before the sealing and delivery of these presents the receipt whereof he the said Luke G. Ewer doth hereby acknowledge and himself to be therewith and therof fully satisfied contented and paid and doth thereby acquit exonerate and forever discharge the said Evan Davis his heirs executors Administrators and assigns from the payment of the sum of money aforesaid and every part and parcel thereof he the said Luke G. Ewer hath granted bargained sold aliened enfeoffed released conveyed and confirmed and by these presents doth hereby grant bargain sell alien enfeoff release convey and confirm unto the said Evan Davis his heirs and assigns the following tracts of land to wit one tract called Land Gible and part of one other tract called Spring Field Enlarged Enlarged lying and being in Baltimore County aforesaid Beginning for the same at the end of the north three degrees east twenty four perches line of a tract of land called Rhods Enlargement and containing thirty two acres and one quarter of an acre of land more or less To Have and To Hold the said pieces or parcels of land and premises with the appurtenances unto the said Evan Davis his heirs and assigns forever, and to his and their only proper use benefit and behoof and to and for no other use intent or purpose Whatever and the said Luke G. Ewer for himself his heirs executors and administrators doth hereby Covenant grant promise and agree to and with the said Evan Davis his heirs and assigns that he the said Luke G. Ewer and his heirs shall and will at all times hereafter upon the reasonable request and at the proper Costs and charges of the said Evan Davis his heirs or assigns make do execute and acknowledge any other or further Deed or instrument of writing for the better Conveying and releasing the right title and interest of in and to the said bargained and sold pieces or parcels of land and premises unto the said Evan Davis his heirs and assigns as by the said Evan Davis his heirs or assigns or his or their Counsel learned in the Law shall be reasonably advised devised or required In Testimony Whereof the said Luke G. Ewer hath hereunto subscribed his name and affixed his seal the day and year first herein before written

Signed Sealed and delivered in the presence of Benjamin Rhods Dr. Lewis R. Beck Luke G. Ewer (Seal)

State of Maryland Baltimore County to wit Be it remembered and it is hereby Certified that on the third day of April in the year of our Lord one thousand eight hundred and forty seven personally appeared before me the subscriber two Justices of the Peace of the State of Maryland in and for Baltimore County aforesaid Luke G. Ewer the grantor mentioned in the aforegoing Deed of Conveyance and acknowledged the same to be his act and Deed, and the bargained pieces or parcels of land and premises therein mentioned to be the right title and estate of Evan Davis his heirs and assigns forever according to the true intent and meaning thereof In Testimony Whereof we hereunto subscribed our names this day and year aforesaid Benjamin Rhods Dr. Lewis R. Beck

Received the day and year aforesaid Benjamin Rhods Dr. Lewis R. Beck

Recorded the 5th day of May 1847 Per Test Wm. Gill Clk.

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No 93513

William E Davis et al

Deed To

John H Pearce

U S S $1. Md Rlf Tax 60¢

This Deed made this 1st day of December in the year Nineteen hundred and thirty-seven by William E Davis and May Davis both unmarried parties of the first part Grantors to John H Pearce party of the second part Grantee all of Baltimore County in the State of Maryland

Witnesseth that in consideration of the sum of Five Dollars and other good and valuable considerations the receipt whereof is hereby acknowledged the said William E Davis and May Davis do grant and convey unto John H Pearce his heirs and assigns in fee simple all that lot or parcel of unimproved land situate lying and being in the Fifth Election District of Baltimore County about one-half mile west of Yecho Road about 300 yards South of the Susquehanna Transmission Line and adjoining the lands of Harvey Martin Edward Miller and Emory Bull and described as follows

Being all and the same lot or parcel of Land which by Deed dated April 5, 1917 and recorded among the Land Records of Baltimore County in Liber A W B No 383 Folio 471 etc was granted and conveyed by Luke C Emsor Executor of the Will of Darley Emsor to Evean Davis Containing thirty-two and one-quarter acres of land more or less

For Title of the above named Grantors see Last Will and Testament of Evan Davis (incorrectly called Evean Davis in the above mentioned Deed) dated February 2, 1876 duly probated in the Orphans Court of Baltimore County and now of Record in the office of the Register of Wills of Baltimore County in Liber T P No 8 Folio 261 etc wherein said property was devised to Joshua Baseman Davis late of Baltimore County who died intestate in or about the year 1927 leaving surviving him as his only heirs at law the said Grantors

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

To Have and to Hold the land and premises above described and mentioned and hereby intended to be conveyed together with the rights privileges appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said John H Pearce his heirs and assigns in fee simple

And the said William E Davis and May Davis hereby covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite

Witness the hands and seals of said Grantors

Test

Ernestine T Barshinger

William E Davis (Seal)

May Davis (Seal)

512

State of Maryland Baltimore County to wit

I Hereby Certify that on this 1st day of December in the year Nineteen hundred and thirty-seven before me the subscriber a Notary Public of the State of Maryland in and for Baltimore County aforesaid personally appeared William E Davis and May Davis both unmarried and they each acknowledged the aforegoing deed to be their respective act

Witness my hand and Notarial Seal

Ernestine T Barshinger

Notary Public (Notarial Seal)

Recorded Dec. 1st 1937 at 12 M and exd per C Willing Browne Jr- Clerk

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No 93516

Thomas C Hunter -Treas &c

Deed To

Benjamin J Dorn

Md Rlf Tax 10¢

This Deed made this 22nd day of November in the year nineteen hundred and thirty-seven by Thomas C Hunter Treasurer of Baltimore County and Collector of State and County taxes for said County party of the first part Grantor to Benjamin J Dorn of Baltimore County State of Maryland party of the second part Grantee

Whereas heretofore the State and County taxes for the year 1933 on the Lot of ground hereinafter described were due and unpaid and the said party of the first part after giving the notice required by law and after having complied with all the other prerequisites provided by law sold the hereinafter described property for non-payment of the State and County taxes aforesaid and the the said party of the second part being the highest bidder for said property at said sale became the purchaser thereof at and for the sum of Eighty-five dollars and forty cents ($85.40) and

Whereas the said party of the first part reported the aforesaid sale to the Circuit Court for Baltimore County in Equity and the said sale was after the notice required by law finally ratified and confirmed by said Court by decree passed on the 20th day of April 1936 as will appear by reference to the proceedings entitled In The Matter of The Sale for Taxes of Property Assessed to Levi M Pearce in the Eighth Election District Made by Thomas C Hunter Treasurer of Baltimore County and Collector of State and County Taxes for said County For the Non-payment of Taxes for the year 1933 and Prior Years Equity Docket No 38 Folio 78 and

Whereas the said property was not redeemed within the time required by law and the purchase price aforesaid has been fully paid as is hereby acknowledged the said party of the first part is by law duly authorized to execute a deed for the said property to the said purchaser

Now therefore this Deed witnesseth that in consideration of the premises and the sum of One Dollar the receipt whereof is hereby acknowledged the said Thomas C Hunter Treasurer and Collector as aforesaid by virtue and in pursuance of the power and authority in him vested does grant and convey unto the said Benjamin J Dorn his heirs and assigns in fee simple all that lot or parcel of ground situate lying and being in the Eighth Election District of Baltimore County State of Maryland and described as follows

Lot 50 feet by 120 feet on the West side of Phoenix Road

Being the same lot or parcel of ground mentioned and described in said Equity Docket

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original

Deed taken from the records of said Circuit Court as

recorded in Liber CWB JR No. 1017

Folio 511-522 one of the land

records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand

and affix the seal of the Circuit Court for

Baltimore, County

this 9th day of Sept 2003

Clerk of the Circuit Court of Baltimore County

Read ( Corporate Seal ) Moreland Real Estate Company Incorporated
Edward J Kuehn By Joseph F Moreland
President

State of Maryland City of Baltimore to wit

I Hereby Certify that on this 22nd day of January in the year one thousand nine hundred and thirty nine before me the subscriber a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared Joseph F Moreland President of Moreland Real Estate Company Incorporated the above named Grantor and acknowledged the same to be the corporate act and deed of said Moreland Real Estate Company Incorporated

As witness my hand and Notarial seal

( Notarial Seal ) Edward J Kuehn
Notary Public

Recorded Jan 4 1939 at 8.30 A M & Exd Per C Willing Browne Jr Clerk

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115383 This Deed Made this 3rd day of January in the year nineteen
John H Pearce and wife hundred and thirty nine by John H Pearce and Elsie P Pearce
Deed to his wife parties of the first part Grantors to Alan Miller
Alan Miller party of the second part Grantee all of Baltimore County
in the State of Maryland

Witnesseth that in consideration of the sum of five dollars and other good and valuable considerations the receipt whereof is hereby acknowledged the said John H Pearce and Elsie P Pearce his wife do grant and convey unto the said Alan Miller his heirs and assigns in fee simple all that lot or parcel of unimproved land situate lying and being in the Fifth Election District of Baltimore County about one half mile west of the Yeoho Road about 300 yards south of the Susquehanna Transmission line and adjoining the lands of Harvey Martin Edward Miller and Emory Bull and described as follows

Being all and the same lot or parcel of land which by deed dated April 3 1847 and recorded among the Land Records of Baltimore County in Liber A W B No 383 folio 471 etc was granted and conveyed by Luke G Ensor Executor of the Will of Darley Ensor to Evan Davis Containing thirty two and one quarter acres of land more or less

Being all and thesame lot or parcel of land which by deed dated December 1 1937 and recorded among the Land Records of Baltimore County in Liber C W B Jr No 1017 folio 511 etc was granted and conveyed by William E Davis and May Davis both unmarried to John H Pearce

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

To have and to hold the land and premises above described and mentioned and hereby intended to be conveyed together with the rights privileges appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Alan Miller his heirs and assigns in fee simple

Witness the hands and seals of said Grantors

Test John H Pearce (SEAL)
Marian D Detrick Elsie P Pearce (SEAL)

State of Maryland Baltimore County to wit

I Hereby Certify that on this 6th day of January in the year nineteen hundred and thirty nine before me the subscriber a Notary Public of the State of Maryland in and for Baltimore County aforesaid personally appeared John H Pearce and Ellie P Pearce his wife and they each acknowledged the aforegoing deed to be their respective act

Witness my hand and Notarial seal

(Notarial Seal) Marion O Detrick

Notary Public

Recorded Jan 4 1939 at 10.30 A M & EXD Per C Willing Browne Jr Clerk

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115384

Raymond James Clement and wife

Mtg to

Andrew J Boschert and wife

This Mortgage Made this 29th day of December in the year one thousand nine hundred and thirty eight by and between Raymond James Clement and Alice K Clement his wife of Baltimore County in the State of Maryland parties of the first part Mortgagors and Andrew J Boschert and Annie M Boschert his wife of the County and State aforesaid parties of the second part Mortgagee

Whereas the said Mortgagors stand bona fide indebted unto the said Mortgagees in and to the full and just sum of eight hundred dollars ($800.00) comprising a part of the purchase price for the property hereinafter described whichsaid principal sum of money the said Mortgagors hereby covenant and agree to repay unto the said Mortgagees at the expiration of five years from the date hereof together with interest to accrue thereon at the rate of six per centum per annum payable semi-annually both principal and interest being payable in lawful money of the United States of America and

Whereas it is further covenanted and agreed by and between the parties hereto that prior to default in any of the covenants and conditions of this Mortgage and prior to maturity hereof the said Mortgagors shall have the right and privilege at any time to repay said Mortgage indebtedness either in full or in part interest to abate proportionately from the date of each and every prepayment so made on account of principal and

Whereas it was a condition precedent to the granting of said loan that it be secured by a Mortgage wherefore these presents are executed

Now therefore this Mortgage Witnesseth that in consideration of the premises and the sum of one dollar ($1.00) the receipt whereof is hereby acknowledged the said parties of the first part Mortgagors do hereby grant and assign unto the said parties of the second part Mortgagees as tenants by the entireties their assigns and unto the survivor of them his or her personal representatives and assigns all that lot of ground situate in Baltimore County in the State of Maryland being known and designated as Lot No one hundred and seventy nine (179) as shown on the Plat of Relocation of Lots Nos 134 to 151 inclusive and lots Nos 171 to 186 inclusive as laid down on Plat No 2 of Linwood which plat is recorded among the Plat Records of Baltimore County in Plat Book C W B Jr No 12 fol o 7

Being the same lot of ground described in an Assignment from Andrew J Boschert to the Mortgagors herein dated the 29th day of December 1938 and duly recorded or intended to be recorded among the Land Records of Baltimore County prior hereto subject to the payment of the annual ground rent of seventy eight dollars ($78.00) payable in equal semi-annual instalments on the second days of March and September in each and every year

Liber 1095 Folio 159

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original

DEED taken from the records of said Circuit Court as

recorded in Liber CWB JR No. 1055

Folio 158-159 one of the land

records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand

and affix the seal of the Circuit Court for

Baltimore, County

this 9th day of Sept 20 03

Clerk of the Circuit Court of Baltimore County

THIS DEED, Made this 24 day of February, in the year nineteen hundred and fifty-five, by and between Edward Alan Miller and Alma S. Miller, his wife, parties of the first part, Grantors, to Arthur Edward Miller, single, party of the second part, Grantee, all of Baltimore County, State of Maryland.

WITNESSETH: That in consideration of the sum of Five Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, the said Edward Alan Miller and Alma S. Miller, his wife, do hereby grant and convey unto the said Arthur Edward Miller, his heirs and assigns, in fee simple, all that lot and parcel of land situate, lying and being in the Fifth Election District of Baltimore County, about one-half mile west of the Yeoho Road, and about Three Hundred yards south of the Susquehanna Transmission Line, and described as follows:

BEING all and the same lot or parcel of land which by deed dated April 3, 1847, and recorded among the Land Records of Baltimore County in Liber A. W. B. No. 383, folio 471, etc., was granted and conveyed by Luke G. Ensor, Executor of the Will of Darley Ensor, to Evean Davis.

BEING all and the same lot or parcel of land which by deed dated December 1, 1937 and recorded among the Land Records of Baltimore County in Liber C. W. B. Jr. No. 1017, folio 511, etc., was granted and conveyed by William E. Davis abd May Davis, both unmarried, to John H. Pearce, and also

BEING all and the same lot or parcel of land which by deed dated January 3, 1939, and recorded among the Land Records of Baltimore County in Liber C. W. B. Jr. No. 1055, folio 158, was granted and conveyed by John H. Pearce and Elsie P. Pearce, his wife, to Edward Alan Miller.

Containing thirty-two and one-quarter acres of land, more or less.

TOGETHER with the buildings and improvements thereupon erected,

made or being, and all and every the rights, ways, alleys, waters, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Edward Arthur Miller, his heirs and assigns, in fee simple.

AND the said Grantors covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurance as may be requisite.

WITNESS the hands and seals of said Grantors.

David Brewster
Witness

Edward Alan Miller
Edward Alan Miller

David Brewster
Witness

Alma S Miller
Alma S. Miller

STATE OF MARYLAND, Baltimore County, to wit:

I HEREBY CERTIFY that on this 28 day of February, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Edward Alan Miller and Alma S. Miller, his wife, the Grantors named in this deed, and acknowledged the foregoing deed to be their act.

AS WITNESS my hand and Notorial Seal.

NOTARY PUBLIC

Ellen L. Ulrey
Notary Public

Rec'd for record Mar. 15, 1955 at 12 12 P.M.
Per George L. Byerly, Clerk.

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original

DtEd _____ taken from the records of said Circuit Court as

recorded in Liber GLB No. 2662

Folio 6-7 one of the Trust

records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore, County

this 9th day of Sept 20 03

Clerk of the Circuit Court of Baltimore County

THIS DEED, Made this 28 day of February, nineteen hundred and fifty-five, by and between Arthur Edward Miller, single, party of the first part, Grantor, to Edward Alan Miller and Alma S. Miller, his wife, parties of the second part, Grantees, all of Baltimore County, State of Maryland.

WITNESSETH: That in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Arthur Edward Miller does hereby grant and convey unto the said Edward Alan Miller and Alma S. Miller, his wife, as tenants by the entireties, in fee simple, all those several lots or parcels of land situate, lying and being in the Fifth District of Baltimore County, and described as follows:

BEING parts of two several tracts of land, the one called "Springfield Enlarged", and the other a tract called "Edrions (or Adrians) Hills and Dales", containing together One Hundred and Forty Six Acres, Three Roods and Twenty Square Perches of land, more or less, which was conveyed by deed dated on or about February 5, A. D., 1904, and recorded among the land Records of said County, in Liber W. P. C. No. 275, folio 105 &c. by Margaret A. Miller and others and the said Herbert M. Miller, to the said Edward B. Miller and Lilly M. Miller, his wife; said land herein conveyed being all that land (except the 3 acres and 20 square perches of land more or less as aforesaid) which, by deed dated on or about July 31st, A. D. 1908 and recorded among the Land Records of said Baltimore County, in Liber W. P. C. No. 331, folio 210, &c. was conveyed by M. Virginia Hoshall and others to the said Edward B. Miller and Herbert M. Miller, as tenants in common and not as joint tenants;

FOR FURTHER TITLE, see deed dated on or about May 25th, A. D. 1868, and recorded among the Land Records of said County, in Liber E. H. A. No. 58, folio 267 &c. from Robert Miller and wife to Thomas Miller; Also see deed dated November 23rd, A. D., 1858, and recorded among the Land Records of Baltimore County, in Liber G. H. C. No. 25, folio 322 &c. from Mordecai Benson and wife, to Robert Miller.

AND ALSO BEING the same parcel of land which by deed dated the 8th day of February 1919, and recorded in the Land Records for Baltimore County in W. P. C. No. 507, folio 207, was conveyed by Herbert M. Miller to Edward B. Miller and Lillie M. Miller, his wife.

AND ALSO BEING the same lot or parcel of land which by deed dated February , 1955, and recorded among the Land Records of Baltimore County immediately heretofore, was granted and conveyed by Lilly M. Miller, Widow, to Arthur Edward Miller.

AND ALSO BEING all and the same lot or parcel of land which by deed dated April 3, 1847, and recorded among the Land Records of Baltimore County in Liber A. W. B. No. 383, folio 471, etc., was granted and conveyed by Luke C. Ensor, Executor of the Will of Darley Ensor, to Evean Davis.

AND ALSO BEING all and the same lot or parcel of land which by deed dated December 1, 1937, and recorded among the Land Records of Baltimore County in Liber C. W. B. Jr. No. 1017, folio 511, etc., was granted and conveyed by William E. Davis and May Davis, both unmarried, to John H. Pearce.

AND ALSO BEING all and the same lot or parcel of land which by deed dated January 3, 1939, and recorded among the Land Records of Baltimore County in Liber C. W. B. Jr. No. 1055, folio 158, was granted and conveyed by John H. Pearce and Elsie P. Pearce, his wife, to Edward Alan Miller.

AND ALSO BEING all and the same lot or parcel of land which by deed dated February 25, 1955, and recorded among the Land Records of

Baltimore County immediately heretofore, was granted and conveyed by Edward Alan Miller and Alma S. Miller, his wife, to Arthur Edward Miller, containing thirty-two and one-quarter acres of land more or less.

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

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Edward Alan Miller and Alma S. Miller, his wife, as tenants by the entireties, in fee simple.

AND the said Arthur Edward Miller covenants that he will warrant specially the property hereby granted and conveyed, and will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Grantor, Arthur Edward Miller.

Witness

Arthur Edward Miller
Arthur Edward Miller

STATE OF MARYLAND, Baltimore County, to wit:

I HEREBY CERTIFY that on this 28 day of February, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Arthur Edward Miller, the Grantor named in this deed, and acknowledged the foregoing deed to be his act.

AS WITNESS my hand and Notorial Seal.

ELLEN T. NEW NOTARY PUBLIC BALTIMORE CO. MD

Ellen T. New
Notary Public

Rec'd for record Mar. 15 1955 at 12 19 P.M.
Per George L. Byerly, Clerk.

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original

DGEL taken from the records of said Circuit Court as

recorded in Liber GLB No. 2662

Folio 10-12 one of the Trust

records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore, County

this 9-12 day of Sept 20 03

Clerk of the Circuit Court of Baltimore County

**DEED OF DISTRIBUTION**

THIS **DEED OF DISTRIBUTION**, made this 12th day of March, 1998, by and between **MIRIAM DIXON**, Personal Representative of the **Estate of Alma S. Miller**, Grantor, and **ARTHUR E. MILLER** and **M. DOUGLAS MILLER**, Grantees.

**WHEREAS**, Alma S. Miller departed this life on September 5, 1996, leaving a Last Will and Testament dated August 30, 1983 and duly probated in the Orphans' Court for Baltimore County, Maryland in Estate No. 89100; and

**WHEREAS**, Miriam Dixon was granted Letters of Administration by the Register of Wills for Baltimore County, Maryland on December 18, 1996, which Letters are duly filed in the Orphans' Court for Baltimore County, Maryland; and

**WHEREAS**, the within transfer is made by Miriam Dixon, Personal Representative of the Estate of Alma S. Miller, pursuant to the power and authority vested in her under Item Fourth of the Last Will and Testament of Alma S. Miller and Sections 1-301 and 7-401 of the Estates and Trusts Article of the Annotated Code of the State of Maryland.

**WITNESSETH**, That for no monetary consideration, but pursuant to the Last Will and Testament of Alma S. Miller and the First and Final Administration Account approved by the Orphans' Court for Baltimore County on December 30, 1997, Miriam Dixon, Personal Representative of the Estate of Alma S. Miller, does hereby grant and convey unto Arthur E. Miller and M. Douglas Miller, as joint tenants, their assigns, the survivor of them, the survivor's personal representatives, heirs and assigns, forever in fee simple, all that tract or parcel of land situate, lying and being in the Fifth (5th) Election District of Baltimore County, State of Maryland on the south side of Benson Mill Road which according to a survey by A. L. Snyder, Surveyor, Inc., Property Line Surveyor No. 26, dated November 26, 1997 is more particularly described as follows:

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HOLLMAN, HUGHES,
FINCH & MAGUIRE
CHARTERED
WESTMINSTER, MD 21157

REVIEWED SDAT
3/16/98
BY DATE

BEGINNING for the same at a half inch iron pipe found 3.0 feet south of the south edge of the paving of Benson Mill Road at the end of the first or South 40 degrees 22 minutes East 1149.1 feet line of that tract or parcel of land described in a mortgage from Edward B. Miller, et al to The Federal Land Bank of Baltimore, dated June 7, 1941 and recorded among the Land Records of Baltimore County, Maryland in Liber C.W.B., Jr. No. 1163, Folio 575 etc., said beginning point being also the end of the twenty-seventh or North 81 degrees 34 minutes 34 seconds West 190.00 feet line of the first parcel of land described in a Deed from Frances E. Cassidy to David W. Buck, et al dated December 30, 1976 and recorded among the aforesaid Land Records in Liber E.H.K., Jr. No. 5713, Folio 182 etc., thence along and in the road running reversely with and binding on the said twenty-seventh line and the twenty-sixth and part of the twenty-fifth lines of Cassidy to Buck, and running with and binding on the second and part of the third lines of the aforementioned mortgage from Miller to The Federal Land Bank, the following three courses and distances,

1) South 89 degrees 31 minutes 02 second East 189.97 feet to a half inch steel bar found 1.2 feet north of the centerline of the road, thence

2) North 54 degrees 00 minutes 54 seconds East 574.21 feet to a half inch steel bar found 2.75 feet southeast of the centerline of the road, thence

3) North 56 degrees 19 minutes 55 seconds East 292.90 feet to a stone found 6.0 feet southeast of the southeast edge of the road and at the third or North 36 degrees 24 minutes West 330.00 feet line of that lot of ground which was conveyed by Edward Alan Miller and Alma S. Miller, his wife, to Ruth Miriam Dixon by Deed dated July 3, 1958 and recorded among the aforesaid Land Records in Liber G.L.B. No. 3376, Folio 280 etc., thence running reversely with and binding on the said third line and the second line thereof, the following two courses and distances,

4) South 36 degrees 39 minutes 54 seconds East 334.95 feet to a stone found on the northwest bank of a ravine, thence

5) North 54 degrees 11 minutes 08 seconds East 131.15 feet to a stone found on the northwest edge of the bottom of the aforesaid ravine in the fourth or South 36 degrees 24 minutes East 709.5 feet line of the aforementioned mortgage from Miller to The Federal Land Bank of Baltimore, at the end of 330.00 feet from the beginning thereof, said stone being also in the first or South 27 degrees 00 minutes 06 seconds East 705.92 feet line of that lot of ground which was conveyed by George R. Faustman, III and Dorothy B. Faustman, his wife, to Allan Bancroft Heaver and Mary Jo Heaver, his wife, by Deed dated October 19, 1978 and recorded among the aforementioned Land Records in Liber E.H.K., Jr. No. 5949, Folio 777 etc., thence running with and binding on the remainder of the first and the second and third lines thereof and with the remainder of the fourth and the fifth and sixth

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lines of the aforementioned mortgage, the following three courses and distances,

6) South 36 degrees 32 minutes 45 seconds East 374.97 feet to a stone found, thence

7) South 67 degrees 23 minutes 45 seconds East 194.80 feet to a stone found and reset up in the ground,

8) South 64 degrees 23 minutes 45 seconds East 155.84 feet to a stone found at the end of the first or North 42½ degrees West 54 perches line of the second parcel of land (Lot 15) described in a Deed from Edwin V. Bishop, et al to Barbara M. Kees, dated December 18, 1969 and recorded among the aforementioned Land Records in Liber O.T.G. No. 5095, Folio 223 etc., thence running reversely with and binding thereon and running with and binding on the seventh or South 42 degrees 50 minutes East 831.00 feet line of the aforementioned mortgage,

9) South 42 degrees 50 minutes 15 seconds East 824.51 feet, passing 0.05 feet northeast of a stone found at 272.61 feet, and passing 0.96 feet southwest of a stone found at 424.21 feet and passing 1.645 feet southwest of a stone found at 603.48 feet and passing 1.31 feet southwest of a stone found at 724.59 feet to a stone found marked "3" at the end of the fourth or North 46½ degrees East 24 perches line of the third parcel described in the aforementioned Deed to Barbara M. Kees, thence running reversely with and binding on the said fourth line and with the eighth or South 50 degrees 16 minutes West 396.00 feet line of the aforementioned mortgage,

10) South 45 degrees 13 minutes 00 seconds West 392.54 feet, passing 0.77 feet northwest of a stone found at 41.85 feet to a stone found marked "4", thence running reversely with and binding on the third or North 80 degrees East 39.4 perches line of the aforementioned third parcel of Kees, and with the ninth or South 77 degrees 30 minutes West 301.00 feet line of the aforementioned mortgage,

11) South 79 degrees 03 minutes 00 seconds West 301.11 feet to a stone found, thence leaving the outlines of the said mortgage and continuing with the aforesaid third line of the third parcel of Kees and reversely with the fourth or North 84 degrees East 38 6/10 perches line of "Parcel No. 2" described in a Deed from George Palmer and Clyde M. Cofiell to George Palmer, dated January 20, 1988 and recorded among the aforementioned Land Records in Liber S.M. No. 7778, Folio 064 etc.,

12) South 78 degrees 14 minutes 30 seconds West 989.77 feet, passing through a stone found, marked "4", at 353.61 feet and passing 0.73 feet southeast of a stone found at 749.55 feet to a stone found, thence still with the outlines of the aforesaid "Parcel No. 2" of George Palmer, running reversely with and binding on the third or North 5¾ degrees East 24 perches line thereof,

13) South 0 degrees 32 minutes 13 seconds East 398.24 feet to a stone found and reset at the beginning thereof and at the end of the thirteenth or North 22 degrees East 65.0 feet line of "Parcel

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No. 1" described in the aforementioned Deed to George Palmer, thence running reversely with and binding on the said third line,

14) South 17 degrees 00 minutes 52 seconds West 64.47 feet, to a stone found, thence still reversely with the said "Parcel No. 1" along a line omitted in the Deed,

15) South 2 degrees 35 minutes 56 seconds East 65.29 feet to a stone with a tack found, thence running reversely with and binding on the twelfth and eleventh lines of "Parcel No. 1", the following two courses and distances,

16) South 3 degrees 48 minutes 19 seconds East 95.69 feet to a stone found with a tack, thence

17) North 73 degrees 46 minutes 59 seconds West 164.77 feet, passing through a stone found at 157.85 feet, to a stone found with a tack, at the beginning of the fourth or North 62 degrees 38 minutes West 123.75 feet line of that lot of ground which was conveyed by Charles McAvoy to Viktor Eichhorn by Deed dated October 15, 1973 and recorded among the aforementioned Land Records in Liber E.H.K., Jr. No. 5402, Folio 756 etc., thence running with and binding on the said fourth and the fifth, sixth, seventh and part of the eighth lines thereof, the following five courses and distances,

18) North 73 degrees 25 minutes 39 seconds West 188.63 feet, passing 0.49 feet northeast of a stone found with a tack at 95.40 feet to a stone found, thence

19) South 77 degrees 25 minutes 25 seconds West 825.33 feet, passing 1.14 feet southeast of a stone found at 113.64 feet and passing 2.21 feet southeast of a stone found at 181.76 feet and passing 0.32 feet southeast of a stone found at 267.11 feet and passing 1.42 feet southeast of a stone found at 461.05 feet to a stone found, thence

20) North 57 degrees 40 minutes 43 seconds West 49.57 feet to a stone found, thence

21) North 59 degrees 15 minutes 51 seconds West 361.695 feet, passing 0.24 feet northeast of a stone found at 86.08 feet, the beginning of the twenty-sixth or North 59 degrees 12 minutes West 277.75 feet line of the aforementioned mortgage from Edward B. Miller, et al to The Federal Land Bank of Baltimore thence running with and binding on that line and crossing and recrossing a stream to a stone found with a steel bar now set as a witness, northeast of Black Rock Run, thence crossing Black Rock Run, running with and binding on the twenty-seventh or South 34 degrees 03 minutes West 66 feet line of the aforesaid mortgage,

22) South 34 degrees 13 minutes 35 seconds West 65.49 feet to a stone found with a steel bar now set as a witness on the southwest side of Black Rock Run at the beginning of the seventh or North 67 degrees 32 minutes 30 seconds West 123.75 feet line of that parcel of land which was conveyed by Richard E. Hoover to William T. Bridgeland and Shirley J. Bridgeland, his wife, by Deed dated July

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1, 1985 and recorded among the aforementioned Land Records in Liber S.M. No. 6957, Folio 509 etc., said stone found being distant North 34 degrees 13 minutes 35 seconds East 50.05 feet from a 3/4 inch iron pipe found at the end of the aforementioned eighth line of the land conveyed from McAvoy to Eichhorn, thence running with and binding on the twenty-eighth through the thirty-third and part of the thirty-fourth lines of the aforesaid mortgage and running with and binding on the seventh through the twelfth and part of the thirteenth lines of the land conveyed from Hoover to Bridgeland, the following seven courses and distances,

23) North 67 degrees 52 minutes 50 seconds West 123.59 feet, crossing Black Rock Run to a stone found with a steel bar now set as a witness, thence

24) South 88 degrees 41 minutes 22 seconds West 115.66 feet to the northeast edge of Black Rock Run, thence crossing the run,

25) North 60 degrees 33 minutes 38 seconds West 148.71 feet to a steel bar and cap now set on the south bank of Black Rock Run, thence

26) South 6 degrees 08 minutes 37 seconds West 24.71 feet to a stone found, thence

27) North 54 degrees 07 minutes 34 seconds West 148.695 feet to a steel bar and cap now set on the southwest edge of Black Rock Run, thence along and in the run,

28) North 46 degrees 19 minutes 34 seconds West 247.82 feet to the center of Black Rock Run, thence in the center of the run,

29) North 40 degrees, 49 minutes 34 seconds West 16.23 feet to the end of the second or South 37 degrees 29 minutes 00 seconds West 2105 feet line of Parcel "B" described in a Deed from Alma S. Miller, widow, to Baltimore Gas and Electric Company, dated July 23, 1968 and recorded among the aforementioned Land Records in Liber O.T.G. No. 4902, Folio 519 etc., thence running reversely with and binding thereon, passing through a steel bar and cap set at 50.00 feet,

30) North 37 degrees 34 minutes 14 seconds East 1920.46 feet, passing a railroad spike now set in the centerline of Benson Mill Road, thence for a line of division now made in the centerline of Benson Mill Road,

31) South 79 degrees 24 minutes 42 seconds East 267.28 feet to a railroad spike now set in the centerline of the road and to intersect the aforementioned first or South 40 degrees 22 minutes East 1149.1 feet line of the mortgage from Miller to The Federal Land Bank, and to intersect the twenty-eighth or North 32 degrees 19 minutes 34 seconds West 263.94 feet line of the aforementioned first parcel of land described in the Deed from Frances E. Cassidy to David W. Buck, et al, at the end of 20.33 feet from the beginning thereof, thence running reversely with and binding on the said twenty-eighth line and running with and binding on the aforesaid first line of the mortgage from Miller to The Federal Land Bank,



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32) South 40 degrees 15 minutes 34 seconds East 20.335 feet to the place of beginning.

Containing 113.85433 acres of land, more or less.

BEING a part of that land granted and conveyed by Arthur Edward Miller to Edward Alan Miller and Alma S. Miller, his wife, by Deed dated February 28, 1955 and recorded among the Land Records of Baltimore County, Maryland in Liber G.L.B. No. 2662, Folio 10 etc.; the said Edward Alan Miller having departed this life on May 28, 1964 thereby vesting title solely in Alma S. Miller; the said Alma S. Miller having departed this life on September 5, 1996 and Miriam Dixon having been appointed Personal Representative of the Estate of Alma S. Miller by virtue of Letters of Administration issued pursuant to the Estates and Trusts Article of Maryland on December 18, 1996 by the Orphans' Court for Baltimore County in Estate No. 89100.

TOGETHER WITH the rights to cross, farm, extend roads, utilities and perform such other activities upon so much of those parcels of land granted and conveyed unto Bankers Trust Company and Baltimore Gas and Electric Company by Deeds dated September 7, 1965 and July 23, 1968 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 4514, Folio 420 and Liber O.T.G. No. 4902, Folio 519 as lies on the south side of Benson Mill Road as such rights are more particularly reserved and conditioned in said Deeds.

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

**TO HAVE AND TO HOLD** the said lot or parcel of land above-described or mentioned and hereby intended to be conveyed unto and to the proper use and benefit of the said Grantees, as joint tenants, their assigns, the survivor of them, the survivor's personal representatives, heirs and assigns, forever in fee simple.

**WITNESS** the hand and seal of the within Grantor.

WITNESS:

John T. Maguire

Miriam Dixon (SEAL)
MIRIAM DIXON, Personal Representative of the Estate of Alma S. Miller

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STATE OF MARYLAND, CARROLL COUNTY: To Wit:

I HEREBY CERTIFY that on this 13th day of March, 1998, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **MIRIAM DIXON**, Personal Representative of the Estate of Alma S. Miller, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS, my hand and notarial seal.

JOHN T. MAGUIRE, II CARROLL CO., MD NOTARY PUB. LIC

John T. Maguire
Notary Public
My Commission Expires: 10-03-01

I hereby certify that the within instrument was prepared by an attorney.

John T. Maguire
John T. Maguire, Attorney

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WESTMINSTER, MD 21157

Return to: John T. Maguire, Esquire
189 East Main Street
Westminster, Maryland 21157

96-656\113.85.dod.01

0012859 118

# State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Baltimore

*Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.*

(Type or Print in Black Ink Only—All Copies Must Be Legible)

IMP FT SURC $ 5.00
RECORDING FEE 20.00
TOTAL 25.00
Rcpt # 44514
Blk # 1565
Nov 14, 1998 08:30 am

**1 Type(s) of Instruments** (☐ Check Box if Addendum Intake Form is Attached.)

☒ Deed; ☐ Deed of Trust; ☐ Mortgage; ☐ Lease; ☐ Other; ☐ Other

**2 Conveyance Type** Check Box

☐ Improved Sale Arms-Length (1); ☐ Unimproved Sale Arms-Length (2); ☐ Multiple Accounts Arms-Length (3); ☐ Not an Arms-Length Sale (9)

**3 Tax Exemptions** (If Applicable) Cite or Explain Authority

Recordation Rec'd
State Transfer Per will SDAT
County Transfer

**4 Consideration and Tax Calculations**

**Consideration Amount**

| | |
|---|---|
| Purchase Price/Consideration | $ —0— |
| Any New Mortgage | $ |
| Balance of Existing Mortgage | $ |
| Other: | $ |
| Other: | $ |
| Full Cash Value | $ |

**Finance Office Use Only**
**Transfer and Recordation Tax Consideration**

| | |
|---|---|
| Transfer Tax Consideration | $ |
| X ( ) % = | $ |
| Less Exemption Amount – | $ |
| Total Transfer Tax = | $ |
| Recordation Tax Consideration | $ |
| X ( ) per $500 = | $ |
| TOTAL DUE | $ |

**5 Fees**

| Amount of Fees | Doc. 1 | Doc. 2 |
|---|---|---|
| Recording Charge | $ | $ |
| Surcharge | $ | $ |
| State Recordation Tax | $ | $ |
| State Transfer Tax | $ | $ |
| County Transfer Tax | $ | $ |
| Other | $ | $ |
| Other | $ | $ |

Agent:
Tax Bill:
C.B. Credit: 3
Ag. Tax/Other:

**6 Description of Property** SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

| District | Property Tax ID No. (1) | Grantor Liber/Folio | Map | Parcel No. | Var. LOG (5) |
|---|---|---|---|---|---|
| 5TH | ~~See Attached~~ 2662/16 et 2749/55 | | (27) | 17 | |

| Subdivision Name | Lot (3a) | Block (3b) | Sect/AR(3c) | Plat Ref. | SqFt/Acreage (4) |
|---|---|---|---|---|---|
| | | | | | |

Location/Address of Property Being Conveyed (2)
BENSON ROAD / DUBBS ROAD / BLACK ROCK ROAD

Other Property Identifiers (If applicable) Water Meter Account No.
05-13-055400, 05-13-055402 05-13-055360, 05-13-055175

Residential ☐ or Non-Residential ☐ Fee Simple ☐ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☐ No Description/Amt. of SqFt/Acreage Transferred:
113.85733 AC

If Partial Conveyance, List Improvements Conveyed:

**7 Transferred From**

| Doc. 1 - Grantor(s) Name(s) | Doc. 2 - Grantor(s) Name(s) |
|---|---|
| MIRIAM DIXON P/R OF ESTATE OF ALMA S. MILLER | |
| **Doc. 1 - Owner(s) of Record, If Different from Grantor(s)** | **Doc. 2 - Owner(s) of Record, If Different from Grantor(s)** |
| | |

**8 Transferred To**

| Doc. 1 - Grantee(s) Name(s) | Doc. 2 - Grantee(s) Name(s) |
|---|---|
| ARTHUR E. MILLER<br>M. DOUGLAS MILLER | |

New Owner's (Grantee) Mailing Address

**9 Other Names to Be Indexed**

| Doc. 1 - Additional Names to be Indexed (Optional) | Doc. 2 - Additional Names to be Indexed (Optional) |
|---|---|
| | |

**10 Contact/Mail Information**

Instrument Submitted By or Contact Person ☐ Return to Contact Person

Name: JOHN T. MAGUIRE
Firm: HALLMAN, HUGHES, FINCH & MAGUIRE ☐ Hold for Pickup
Address: 119 EAST MAIN ST.
WESTMINSTER MD 21157 Phone: (410) 876-3143 ☐ Return Address Provided

**11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER**

**Assessment Information**

☐ Yes ☒ No Will the property being conveyed be the grantee's principal residence?
☐ Yes ☒ No Does transfer include personal property? If yes, identify:
☒ Yes ☐ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Per [illegible]
[signature]
Authorized Signature
5-13-98
Sec 33-139 (

**Assessment Use Only - Do Not Write Below This Line**

☐ Terminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Trans. Process Verification

Transfer Number: Date Received: Deed Reference: Assessed Property No.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Year | 19 | 19 | Geo. | Map | Sub | Block | |
| Land | | | Zoning | Grid | Plat | Lot | |
| Buildings | | | Use | Parcel | Section | Geo. Cd. | |
| Total | | | Town Cd. | Sp. St. | Ex. Cd. | | |

REMARKS:

Space Reserved for Clerk's Office

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

0012859 119

05-13-055400
05-13-055402
05-13-055401
05-13-055125

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original Dtd of Distribution taken from the records of said Circuit Court as recorded in Liber SM No. 12859 Folio 111 - 115 one of the Land records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore, County this 5 day of Sept. 2017

Clerk of the Circuit Court of Baltimore County

**DEED**

THIS **DEED**, made this 13th day of March, 1998, by and between **ARTHUR E. MILLER** and **M. DOUGLAS MILLER**, Grantors, and **ARTHUR E. MILLER** and **LOUISE McFADDEN MILLER**, his wife, and **M. DOUGLAS MILLER** and **JANET BURNS MILLER**, his wife, Grantees.

**WITNESSETH**, That for no monetary consideration, Arthur E. Miller and M. Douglas Miller do hereby grant and convey unto Arthur E. Miller and Louise McFadden Miller, his wife, as to a one-half (½) undivided interest as tenants by the entirety, their assigns, the survivor of them, the survivor's personal representatives, heirs and assigns; and M. Douglas Miller and Janet Burns Miller, his wife, as to a one-half (½) undivided interest as tenants by the entirety, their assigns, the survivor of them, the survivor's personal representatives, heirs and assigns, the said undivided one-half (½) interests being held as tenants-in-common by the Grantees, their respective personal representatives, heirs and assigns, forever in fee simple, all that tract or parcel of land situate, lying and being in the Fifth (5th) Election District of Baltimore County, State of Maryland on the south side of Benson Mill Road which according to a survey by A. L. Snyder, Surveyor, Inc., Property Line Surveyor No. 26, dated November 26, 1997 is more particularly described as follows:

> BEGINNING for the same at a half inch iron pipe found 3.0 feet south of the south edge of the paving of Benson Mill Road at the end of the first or South 40 degrees 22 minutes East 1149.1 feet line of that tract or parcel of land described in a mortgage from Edward B. Miller, et al to The Federal Land Bank of Baltimore, dated June 7, 1941 and recorded among the Land Records of Baltimore County, Maryland in Liber C.W.B., Jr. No. 1163, Folio 575 etc., said beginning point being also the end of the twenty-seventh or North 81 degrees 34 minutes 34 seconds West 190.00 feet line of the first parcel of land described in a Deed from Frances E. Cassidy to David W. Buck, et al dated December 30, 1976 and recorded among the aforesaid Land Records in Liber E.H.K., Jr. No. 5713, Folio 182 etc., thence along and in the road running

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CHARTERED
WESTMINSTER, MD 21157

REVIEWED SDAT
BY [illegible] DATE 3/16/98

reversely with and binding on the said twenty-seventh line and the twenty-sixth and part of the twenty-fifth lines of Cassidy to Buck, and running with and binding on the second and part of the third lines of the aforementioned mortgage from Miller to The Federal Land Bank, the following three courses and distances,

1) South 89 degrees 31 minutes 02 second East 189.97 feet to a half inch steel bar found 1.2 feet north of the centerline of the road, thence

2) North 54 degrees 00 minutes 54 seconds East 574.21 feet to a half inch steel bar found 2.75 feet southeast of the centerline of the road, thence

3) North 56 degrees 19 minutes 55 seconds East 292.90 feet to a stone found 6.0 feet southeast of the southeast edge of the road and at the third or North 36 degrees 24 minutes West 330.00 feet line of that lot of ground which was conveyed by Edward Alan Miller and Alma S. Miller, his wife, to Ruth Miriam Dixon by Deed dated July 3, 1958 and recorded among the aforesaid Land Records in Liber G.L.B. No. 3376, Folio 280 etc., thence running reversely with and binding on the said third line and the second line thereof, the following two courses and distances,

4) South 36 degrees 39 minutes 54 seconds East 334.95 feet to a stone found on the northwest bank of a ravine, thence

5) North 54 degrees 11 minutes 08 seconds East 131.15 feet to a stone found on the northwest edge of the bottom of the aforesaid ravine in the fourth or South 36 degrees 24 minutes East 709.5 feet line of the aforementioned mortgage from Miller to The Federal Land Bank of Baltimore, at the end of 330.00 feet from the beginning thereof, said stone being also in the first or South 27 degrees 00 minutes 06 seconds East 705.92 feet line of that lot of ground which was conveyed by George R. Faustman, III and Dorothy B. Faustman, his wife, to Allan Bancroft Heaver and Mary Jo Heaver, his wife, by Deed dated October 19, 1978 and recorded among the aforementioned Land Records in Liber E.H.K., Jr. No. 5949, Folio 777 etc., thence running with and binding on the remainder of the first and the second and third lines thereof and with the remainder of the fourth and the fifth and sixth lines of the aforementioned mortgage, the following three courses and distances,

6) South 36 degrees 32 minutes 45 seconds East 374.97 feet to a stone found, thence

7) South 67 degrees 23 minutes 45 seconds East 194.80 feet to a stone found and reset up in the ground,

8) South 64 degrees 23 minutes 45 seconds East 155.84 feet to a stone found at the end of the first or North 42½ degrees West 54 perches line of the second parcel of land (Lot 15) described in a Deed from Edwin V. Bishop, et al to Barbara M. Kees, dated December 18, 1969 and recorded among the aforementioned Land Records in Liber O.T.G. No. 5095, Folio 223 etc., thence running reversely with

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and binding thereon and running with and binding on the seventh or South 42 degrees 50 minutes East 831.00 feet line of the aforementioned mortgage,

9) South 42 degrees 50 minutes 15 seconds East 824.51 feet, passing 0.05 feet northeast of a stone found at 272.61 feet, and passing 0.96 feet southwest of a stone found at 424.21 feet and passing 1.645 feet southwest of a stone found at 603.48 feet and passing 1.31 feet southwest of a stone found at 724.59 feet to a stone found marked "3" at the end of the fourth or North 46¼ degrees East 24 perches line of the third parcel described in the aforementioned Deed to Barbara M. Kees, thence running reversely with and binding on the said fourth line and with the eighth or South 50 degrees 16 minutes West 396.00 feet line of the aforementioned mortgage,

10) South 45 degrees 13 minutes 00 seconds West 392.54 feet, passing 0.77 feet northwest of a stone found at 41.85 feet to a stone found marked "4", thence running reversely with and binding on the third or North 80 degrees East 39.4 perches line of the aforementioned third parcel of Kees, and with the ninth or South 77 degrees 30 minutes West 301.00 feet line of the aforementioned mortgage,

11) South 79 degrees 03 minutes 00 seconds West 301.11 feet to a stone found, thence leaving the outlines of the said mortgage and continuing with the aforesaid third line of the third parcel of Kees to and reversely with the fourth or North 84 degrees East 38 6/10 perches line of "Parcel No. 2" described in a Deed from George Palmer and Clyde M. Cofiell to George Palmer, dated January 20, 1988 and recorded among the aforementioned Land Records in Liber S.M. No. 7778, Folio 064 etc.,

12) South 78 degrees 14 minutes 30 seconds West 989.77 feet, passing through a stone found, marked "4", at 353.61 feet and passing 0.73 feet southeast of a stone found at 749.55 feet to a stone found, thence still with the outlines of the aforesaid "Parcel No. 2" of George Palmer, running reversely with and binding on the third or North 5¾ degrees East 24 perches line thereof,

13) South 0 degrees 32 minutes 13 seconds East 398.24 feet to a stone found and reset at the beginning thereof and at the end of the thirteenth or North 22 degrees East 65.0 feet line of "Parcel No. 1" described in the aforementioned Deed to George Palmer, thence running reversely with and binding on the said third line,

14) South 17 degrees 00 minutes 52 seconds West 64.47 feet, to a stone found, thence still reversely with the said "Parcel No. 1" along a line omitted in the Deed,

15) South 2 degrees 35 minutes 56 seconds East 65.29 feet to a stone with a tack found, thence running reversely with and binding on the twelfth and eleventh lines of "Parcel No. 1", the following two courses and distances,

16) South 3 degrees 48 minutes 19 seconds East 95.69 feet to a stone found with a tack, thence

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17) North 73 degrees 46 minutes 59 seconds West 164.77 feet, passing through a stone found at 157.85 feet, to a stone found with a tack, at the beginning of the fourth or North 62 degrees 38 minutes West 123.75 feet line of that lot of ground which was conveyed by Charles McAvoy to Viktor Eichhorn by Deed dated October 15, 1973 and recorded among the aforementioned Land Records in Liber E.H.K., Jr. No. 5402, Folio 756 etc., thence running with and binding on the said fourth and the fifth, sixth, seventh and part of the eighth lines thereof, the following five courses and distances,

18) North 73 degrees 25 minutes 39 seconds West 188.63 feet, passing 0.49 feet northeast of a stone found with a tack at 95.40 feet to a stone found, thence

19) South 77 degrees 25 minutes 25 seconds West 825.33 feet, passing 1.14 feet southeast of a stone found at 113.64 feet and passing 2.21 feet southeast of a stone found at 181.76 feet and passing 0.32 feet southeast of a stone found at 267.11 feet and passing 1.42 feet southeast of a stone found at 461.05 feet to a stone found, thence

20) North 57 degrees 40 minutes 43 seconds West 49.57 feet to a stone found, thence

21) North 59 degrees 15 minutes 51 seconds West 361.695 feet, passing 0.24 feet northeast of a stone found at 86.08 feet, the beginning of the twenty-sixth or North 59 degrees 12 minutes West 277.75 feet line of the aforementioned mortgage from Edward B. Miller, et al to The Federal Land Bank of Baltimore thence running with and binding on that line and crossing and recrossing a stream to a stone found with a steel bar now set as a witness, northeast of Black Rock Run, thence crossing Black Rock Run, running with and binding on the twenty-seventh or South 34 degrees 03 minutes West 66 feet line of the aforesaid mortgage,

22) South 34 degrees 13 minutes 35 seconds West 65.49 feet to a stone found with a steel bar now set as a witness on the southwest side of Black Rock Run at the beginning of the seventh or North 67 degrees 32 minutes 30 seconds West 123.75 feet line of that parcel of land which was conveyed by Richard E. Hoover to William T. Bridgeland and Shirley J. Bridgeland, his wife, by Deed dated July 1, 1985 and recorded among the aforementioned Land Records in Liber S.M. No. 6957, Folio 509 etc., said stone found being distant North 34 degrees 13 minutes 35 seconds East 50.05 feet from a 3/4 inch iron pipe found at the end of the aforementioned eighth line of the land conveyed from McAvoy to Eichhorn, thence running with and binding on the twenty-eighth through the thirty-third and part of the thirty-fourth lines of the aforesaid mortgage and running with and binding on the seventh through the twelfth and part of the thirteenth lines of the land conveyed from Hoover to Bridgeland, the following seven courses and distances,

23) North 67 degrees 52 minutes 50 seconds West 123.59 feet, crossing Black Rock Run to a stone found with a steel bar now set as a witness, thence

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24) South 88 degrees 41 minutes 22 seconds West 115.66 feet to the northeast edge of Black Rock Run, thence crossing the run,

25) North 60 degrees 33 minutes 38 seconds West 148.71 feet to a steel bar and cap now set on the south bank of Black Rock Run, thence

26) South 6 degrees 08 minutes 37 seconds West 24.71 feet to a stone found, thence

27) North 54 degrees 07 minutes 34 seconds West 148.695 feet to a steel bar and cap now set on the southwest edge of Black Rock Run, thence along and in the run,

28) North 46 degrees 19 minutes 34 seconds West 247.82 feet to the center of Black Rock Run, thence in the center of the run,

29) North 40 degrees, 49 minutes 34 seconds West 16.23 feet to the end of the second or South 37 degrees 29 minutes 00 seconds West 2105 feet line of Parcel "B" described in a Deed from Alma S. Miller, widow, to Baltimore Gas and Electric Company, dated July 23, 1968 and recorded among the aforementioned Land Records in Liber O.T.G. No. 4902, Folio 519 etc., thence running reversely with and binding thereon, passing through a steel bar and cap set at 50.00 feet,

30) North 37 degrees 34 minutes 14 seconds East 1920.46 feet, passing a railroad spike now set in the centerline of Benson Mill Road, thence for a line of division now made in the centerline of Benson Mill Road,

31) South 79 degrees 24 minutes 42 seconds East 267.28 feet to a railroad spike now set in the centerline of the road and to intersect the aforementioned first or South 40 degrees 22 minutes East 1149.1 feet line of the mortgage from Miller to The Federal Land Bank, and to intersect the twenty-eighth or North 32 degrees 19 minutes 34 seconds West 263.94 feet line of the aforementioned first parcel of land described in the Deed from Frances E. Cassidy to David W. Buck, et al, at the end of 20.33 feet from the beginning thereof, thence running reversely with and binding on the said twenty-eighth line and running with and binding on the aforesaid first line of the mortgage from Miller to The Federal Land Bank,

32) South 40 degrees 15 minutes 34 seconds East 20.335 feet to the place of beginning.

Containing 113.85433 acres of land, more or less.

BEING all that parcel of land granted and conveyed by Miriam Dixon, Personal Representative of the Estate of Alma S. Miller unto Grantors by Deed of even date herewith and intended to be recorded among the Land Records of Baltimore County immediately prior hereto.

TOGETHER WITH the rights to cross, farm, extend roads, utilities and perform such other activities upon so much of those parcels of land granted and conveyed unto Bankers Trust Company and Baltimore Gas and Electric Company by Deeds dated September

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7, 1965 and July 23, 1968 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 4514, Folio 420 and Liber O.T.G. No. 4902, Folio 519 as lies on the south side of Benson Mill Road as such rights are more particularly reserved and conditioned in said Deeds.

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

**TO HAVE AND TO HOLD** the said lot or parcel of land above-described or mentioned and hereby intended to be conveyed unto and to the proper use and benefit of the said Arthur E. Miller and Louise McFadden Miller, his wife, as to a one-half (½) undivided interest as tenants by the entirety, their assigns, the survivor of them, the survivor's personal representatives, heirs and assigns; and M. Douglas Miller and Janet Burns Miller, his wife, as to a one-half (½) undivided interest as tenants by the entirety, their assigns, the survivor of them, the survivor's personal representatives, heirs and assigns, the said undivided one-half (½) interests being held as tenants-in-common Arthur E. Miller and Louise McFadden Miller, his wife, as to a one-half (½) undivided interest as tenants by the entirety, and M. Douglas Miller and Janet Burns Miller, his wife, as to a one-half (½) undivided interest as tenants by the entirety, the said undivided one-half (½) interests being held as tenants-in-common by the Grantees, their respective personal representatives, heirs and assigns, forever in fee simple, subject to the conditions stated herein above.

**AND THE SAID GRANTORS** hereby covenant that they have done nothing to encumber the property herein conveyed; they will warrant specially this property hereby conveyed; and they will execute such other and further assurances of the same as may be requisite.

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FINCH & MAGUIRE
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**WITNESS** the hands and seals of the Grantors.

WITNESS:

John T. Maguire

Arthur E. Miller (SEAL)
ARTHUR E. MILLER

John T. Maguire

M. Douglas Miller (SEAL)
M. DOUGLAS MILLER

STATE OF MARYLAND, Carroll COUNTY: To Wit:

I HEREBY CERTIFY that on this 12th day of March, 1998, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **ARTHUR E. MILLER**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS, my hand and notarial seal.

John T Maguire
Notary Public
My Commission Expires: 10-03-01

STATE OF MARYLAND, Carroll COUNTY: To Wit:

I HEREBY CERTIFY that on this 12th day of March, 1998, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **M. DOUGLAS MILLER**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS, my hand and notarial seal.

JOHN T. MAGUIRE, II NOTARY PUBLIC CARROLL CO., MD

John T Maguire
Notary Public
My Commission Expires: 10-03-01

I hereby certify that the within instrument was prepared by an attorney.

JOHN T. MAGUIRE, II NOTARY PUBLIC CARROLL CO., MD

John T Maguire
John T. Maguire, Attorney

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FINCH & MAGUIRE
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WESTMINSTER, MD 21157

Return to: John T. Maguire, Esquire
189 East Main Street
Westminster, Maryland 21157

96-656\113.85.dee.02

0012859 127

(3)

# State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: BALTIMORE

*Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.*

(Type or Print in Black Ink Only—All Copies Must Be Legible)

( ☐ Check Box if Addendum Intake Form is Attached.)

**1 Type(s) of Instruments**

**2 Conveyance Type Check Box**

| | | | | |
|---|---|---|---|---|
| ☒ Deed | ☐ Mortgage | ☐ Other | ☐ Other | |
| ☐ Deed of Trust | ☐ Lease | | | |
| ☐ Improved Sale Arms-Length [1] | ☐ Unimproved Sale Arms-Length [2] | ☐ Multiple Accounts Arms-Length [3] | ☐ Not an Arms-Length Sale [9] | |

**3 Tax Exemptions (If Applicable) Cite or Explain Authority**

Recordation

State Transfer

County Transfer

Recd S Dept

Adding Spouse

INF ED SURE $ 5.00
RECORDING FEE 20.00
TOTAL 25.00
Rcpt # 44514
Blk # 1500
Nov 14, 1998 08:30 AM

**4 Consideration and Tax Calculations**

| Consideration Amount | | Finance Office Use Only — Transfer and Recordation Tax Consideration | |
|---|---|---|---|
| Purchase Price/Consideration | $ —0— | Transfer Tax Consideration | $ |
| Any New Mortgage | $ | X ( ) % = | $ |
| Balance of Existing Mortgage | $ | Less Exemption Amount – | $ |
| Other: | $ | Total Transfer Tax = | $ |
| Other: | $ | Recordation Tax Consideration | $ |
| | | X ( ) per $500 = | $ |
| Full Cash Value | $ | TOTAL DUE | $ |

**5 Fees**

| Amount of Fees | Doc. 1 | Doc. 2 |
|---|---|---|
| Recording Charge | $ | $ |
| Surcharge | $ | $ |
| State Recordation Tax | $ | $ |
| State Transfer Tax | $ | $ |
| County Transfer Tax | $ | $ |
| Other | $ | $ |
| Other | $ | $ |

Agent:

Tax Bill: 233

C.B. Credit:

Ag. Tax/Other:

**6 Description of Property**

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

| District | Property Tax ID No. (1) | Grantor Liber/Folio | Map | Parcel No. | Var. LOG (5) |
|---|---|---|---|---|---|
| 5TH | SEE ATTACHED | 2662/10 & 2749/55 | (27) | 17 | |

| Subdivision Name | Lot (3a) | Block (3b) | Sect/Alt(3c) | Plat Ref. | SqFt/Acreage (4) |
|---|---|---|---|---|---|
| | | | | | |

Location/Address of Property Being Conveyed (2)

Benson Road / Dulls End / Black Rock Lane

Other Property Identifiers (If applicable)

05-13-055460, 05-13-055462, 05-13-055461, 05-13-055175

Water Meter Account No.

Residential ☐ or Non-Residential ☐ | For Simple ☐ or Ground Rent ☐ | Amount:

Partial Conveyance? ☐ Yes ☐ No | Description/Amt. of SqFt/Acreage Transferred:

113.8533 Acres

If Partial Conveyance, List Improvements Conveyed:

**7 Transferred From**

| Doc. 1 - Grantor(s) Name(s) | Doc. 2 - Grantor(s) Name(s) |
|---|---|
| Arthur E. Millose<br>M. Douglas Millose | |
| **Doc. 1 - Owner(s) of Record, if Different from Grantor(s)** | **Doc. 2 - Owner(s) of Record, if Different from Grantor(s)** |
| | [redacted] |

**8 Transferred To**

| Doc. 1 - Grantee(s) Name(s) | Doc. 2 - Grantee(s) Name(s) |
|---|---|
| Arthur E. Millose<br>Louise McFadden Millose | M. Douglas Millose<br>Janet Burns Millose |
| **New Owner's (Grantee) Mailing Address** | |
| 9122 Sweetbriar Rd Timonium 21093 | 17101 Big Falls Rd White Hall 21161 |

**9 Other Names to Be Indexed**

| Doc. 1 - Additional Names to be Indexed (Optional) | Doc. 2 - Additional Names to be Indexed (Optional) |
|---|---|
| | |

**10 Contact/Mail Information**

Instrument Submitted By or Contact Person

Name: John T. McGuire Esq

Firm: Hellman, Hughes, Fuchs & McGuire, Chartered

Address: 189 East Main St

Westminster, MD 21157 Phone: (410) 876-3183

☒ Return to Contact Person

☐ Hold for Pickup

☐ Return Address Provided

**11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER**

**Assessment Information**

☐ Yes ☒ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☒ No Does transfer include personal property? If yes, identify:

☒ Yes ☐ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Per
Date 11-13-98
Authorized Signature
Sec 33-139

Space Reserved for County Recording

**Assessment Use Only - Do Not Write Below This Line**

☐ Terminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Trans. Process Verification

Transfer Number: Date Received: Deed Reference: Assessed Property No.:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Year | 19 | 19 | Geo. | Map | Sub | Block | |
| Land | | | Zoning | Grid | Plat | Lot | |
| Buildings | | | Use | Parcel | Section | Geo. Cd. | |
| Total | | | Town Cd. | Ex. St. | Ex. Cd. | | |

REMARKS:

*Distribution: White - Clerk's Office*
*Canary - SDAT*
*Pink - Office of Finance*
*Goldenrod - Preparer*
*AOC-CC-300 (6/95)*

05-13-055400
05-13-055402
05-13-055401
05-13-055125

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original DEED taken from the records of said Circuit Court as recorded in Liber 5879 No. 12859 Folio 120-122 and of the LAND records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore, County this 7 day of Sept. 2006

Clerk of the Circuit Court of Baltimore County

# Title Chain

## 181 1/2 acres ±

— WG 133/29 —
Benson - James
fr: 7/7/1815 ↓ t: 5/6/1859

— Heir - Benson - Mordecai —
fr: 12/24/38 ↓ t: 5/6/1859

— GHC 25/322 —
Miller - Robert + Elizabeth A. wf.
fr: 11/23/1858 ↓ t: 5/26/1868

— ~~GHC~~ EHK - 58/267 —
Miller - Thomas
fr 5/25/1868 ↓ t: 8/10/1908

— Heirs of: Miller - Thomas
(- 4-daughters + 2-sons -)
Miller et al
fr: 11/1/1901 ↓ t: 8/10/1908

— WPC 331/210 —
Miller - Edward B. + T/C!
Miller - Herbert M.
fr: 7/21/1908 ↓ t. 2/20/1919

— WPC 507/207 —
Miller - Edward B. + T/E!
Miller - Lilly M. wf.
fr 2/18/1919 ↓ t: 3/15/55

— GLB 2662/8 —
Miller - Arthur Edward
fr: 2/28/55 ↓ t. 3/15/55

— GLB 2662/10 —
Miller - Edward Alan died 5/28/1964
Miller - Alma S. wf - died 9/5/1996
fr: 2/28/1955 ↓ t: 5/14/1998

— Estate of: Miller - Alma S. —
Pir - Dixon - Miriam
fr 9/5/1996 ↓ t. 5/14/1998

— SM 12859/111 —
Miller - Arthur E. + } T/T!
Miller - M. Douglas
fr: 3/12/1998 ↓ t: 5/14/1998

— SM 12859/120 —
Miller - Arthur E. +
Miller - Louise McFadden wf } T/E!
Miller - M. Douglas
Miller - Janet Burns wf } T/E!
} T/E

— WPC 275/105 —
Miller - Edward B.
Miller - Lilly M. wf
2/5/1904 t. 8/2/55
(3 acres + 20 sq perches)

— GLB 2749/99 —
Miller - Edward Alan
Miller - Alma S. wf
fr 7/28/55 t. 5/14/98

EXHIBIT 7

WG 133/29

WG 133/29



his heirs doth hereby covenant promise and agree that he will warrent and forever defend the said bargained parcel of Land with the premises and appurtenances unto him the said Aaron Collett his heirs and assigns forever against all manner of persons under him claiming or which may hereafter claim from by or under him the said William Matthews or his heirs or by his or their means or procurements In Witness whereof the said William Matthews hath here unto set his hand and seal the day and year above written.

Signed sealed and delivered in presence of Wm. Matthews (Seal)

Wm. Dorsey, Nicholas Foster

On the day of the date of the within Indenture then came the within mentioned William Matthews before us the subscribers two Justices of the peace for Baltimore County and acknowledged the within in deed to be his act and the Land and premises therein mentioned to be the right title and estate of the within named Aaron Collett his heirs and assigns forever according to the true intent and meaning of said deed.

Acknowledged before us, Jesse Pocock, Nicholas Foster

Received to be recorded the 13th. day of October 1815. Same day recorded and examined

P. Wm. Gibson Clk.

Jacob Lemmon to James Benson

This Indenture made this twenty seventh day of July in the year of our Lord one thousand eight hundred and fifteen between Jacob Lemmon of Baltimore County and State of Maryland of the one part and James Benson of the County and State aforesaid of the other part WITNESSETH that the said Jacob Lemmon for and in consideration of the sum of four thousand dollars current money of Maryland to him in hand paid by the aforesaid James Benson at or before the sealing and delivery of these presents the receipt whereof the said Jacob Lemmon doth hereby acknowledge and himself to be fully satisfied contented and paid hath given granted bargained sold aliened released enfeoffed and conveyed and by these presents doth give grant bargain sell alien release and convey unto the said James Benson his heirs and assigns forever all that part of a tract of Land called Spring Field Enlarged lying and being in the County of Baltimore aforesaid which is contained within the following metes and bounds courses and distances BEGINNING for the same at a bounded White Oak standing on the side of a hill at the end of the North four degrees East seventy one perches and one quarter of a perch line of that part of the Land called Spring Field Enlarged conveyed to James Benson and running thence bounding on that part of said land reversely the five following courses South four degrees East seventy one perches and one quarter of a perch to a bounded White Oak South thirty seven degrees and forty five minutes West twenty six perches and one quarter of a perch to a bounded Wild Cherry tree standing on the point of a hill South seventy seven degrees and thirty minutes West twenty eight perches to a bounded Wild Cherry tree South seventy degrees and forty five minutes West twenty five perches to a stone set up in the ground marked with the letter L South seventy nine degrees and forty five minutes West twenty six perches until it intersects the [illegible] South twenty seven degrees East thirty four perches line of the whole tract running with and bounding on the outlines of the whole tract the twenty five following courses South twenty seven degrees East twenty three perches South seventy eight degrees East twenty two perches to a tract of land called Baynors Prospect South five degrees West twenty five perches to the Original thence with and bounding on the Original the two following courses South four degrees West twenty perches North eighty

[illegible] Thence North thirty six degrees West thirty

[illegible] intersects the South six degrees

[illegible] South six degrees

[illegible] running with said running

[illegible] North forty six degrees East

[illegible] North forty five degrees East twenty

[illegible] North seventy two degrees East twenty perches

[illegible] East twenty two perches North eighty four degrees

[illegible] North thirty seven degrees East thirteen

perches until it intersects the South sixty perches line of a tract of land

[illegible] and bounding on said line reversly North ten

[illegible] reversly

the five following courses North thirty seven degrees East twenty four perches

North twenty four degrees East twenty four perches North sixteen degrees

East twenty perches North seventy seven degrees East thirty four perches

South eight degrees and thirty minutes East seventeen perches until it inter-

sects the one hundred and second line of the Original tract thence running with

and bounding on said line North fifty five degrees East twenty two perches

[illegible] thence with [illegible]

ing on the Original tract North eighty three degrees East twenty two perches

North thirty nine degrees West one hundred and forty three perches until it

intersects the given line of that part of Springfield Enlarged laid out for Wil-

bath Lemmon and thence with a straight line to the first place of beginning Cont-

aining one hundred and eighty one acres and half an acre more or less TOGETHER

with all the ~~appurtenances~~ and advantages whatsoever to the said tract or parcels

of land belonging or in anywise appertaining and the reversion and reversions

remainder and remainders rents issues and profits and all the right title interest

property claim and demand whatsoever of him the said Jacob Lemmon either in

law or equity of in and to the aforesaid tract or parcels of land and premises

TO HAVE AND TO HOLD the aforesaid tract or parcels of

In Witness whereof the said Jacob Lemmon hath hereunto set his hand and seal the day and date before written.

Jacob Lemmon (Seal)

Signed sealed and delivered in presence of
Nicholas M. Bosley, Walter Worthington

Received on the day and year first aforesaid of and from James Benson the sum four thousand dollars current money the consideration mentioned in the within deed.

Jacob Lemmon

Nicholas M. Bosley,
Witness: Walter Worthington,

On the twenty seventh day of July 1815 came Jacob Lemmon before us two of the Justices of the peace of Baltimore County and acknowledged the within Instrument of writing to be his act and deed and the tract or parcels of Land therein mentioned to be the right title and estate of the within named James Benson his heirs and assigns forever according to the true intent and meaning thereof and the acts of Assembly in such case made and provided. Acknowledged before Nicholas M. Bosley, Walter Worthington

Received to be recorded the 13th. day of October 1815. Same day recorded and examined.

P. Wm. Gibson Clk.

Alexander Thompson
Assignment to
John O'Connor

This Indenture made this thirtieth day of September in the year of our Lord one thousand Eight hundred and fifteen between Alexander Thompson of Baltimore County in the State of Maryland of the one part and John O'Connor of the same County and State of the other part WHEREAS James Probart and others by an Indenture of Assignment bearing date the eighteenth day of July in the year of our Lord one thousand eight hundred and twelve for the consideration therein mentioned did assign unto the said Alexander Thompson his executors administrators and assigns all that lot or part of a lot piece or parcel of ground situate lying and being in the City of Baltimore State aforesaid BEGINNING for the same on the north side of Alisanna Street at the distance of two hundred and forty feet westerly from the northwest corner or intersection of Ann and Alisanna Streets and running thence bounding on Alisanna Street westerly twenty two feet more or less to Argyle Alley thence northerly binding on Argyle Alley one hundred feet thence Easterly parallel with Alisanna Street twenty two feet more or less the same distance as fronting on Alisanna Street and thence Southerly parelel with Argyle Alley to the beginning (formerly the property of Thomas Hewitt deceased) with the appurtenances thereunto belonging subject to the payment of eleven pounds eleven shillings current money of Maryland as in and by the said recited Indenture of Assignment reference being thereto had may more fully appear Now this Indenture Witnesseth that the said Alexander Thompson for and in consideration of the sum of twenty five hundred dollars lawful money of the United States of America to him paid by the said John O'Connor at or before the sealing and delivery of these presents the receipt whereof the said Alexander Thompson doth hereby acknowledge hath granted bargained sold assigned transferred and delivered and by these presents doth grant bargain sell assign transfer and deliver unto the said John O'Connor his executors administrators and assigns all that part of a lot piece or parcel of ground above mentioned and particularly described with the buildings thereon erected and the privileges and appurtenances thereunto belonging or appertaining and all the estate right title interest claim or demand whatsoever of him the said Alexander Thompson of in or to the said part or parcel of ground and premises above mentioned and hereby granted or mentioned and intended so to be with the appurtenances unto the said John O'Connor his executors administrators and assigns for and during and [illegible]

Folio back yet to come

322 25 1322

made, and who has hereto subscribed his name was at the time of issuing a Justice of the Peace of the State of Maryland in and for the City of Baltimore duly commissioned and sworn.

As testimony whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this fourth day of May A.D. 1859.

Seal Place

Geo. E. Langston
Clerk of the Superior Court of Baltimore City

Recorded on the 6th day of May 1859 and Examined

Per Geo. H. Carman Clerk

Mordecai Benson
and wife
Deed to
Robert Miller

This Deed made this twenty third day of November in the year one thousand eight hundred and fifty eight by Mordecai Benson and Jemima Benson his wife of Baltimore County in the State of Maryland, Witnesseth that in consideration of Five Hundred and Eighty Five Dollars the said Mordecai Benson and Jemima Benson his wife do grant unto Robert Miller of the County and State aforesaid, All that piece or parcel of land situate and lying and being in the County aforesaid which James Benson late of said County (deceased) in his last will and testament bearing date the twenty fourth day of December in the year Eighteen Hundred and thirty eight did give and devise to his son the said Mordecai Benson being a part of two tracts of land the one called "Springfield Enlarged" and the other "Cavana Hills & Dales" (except such part or parts thereof as they the said Mordecai Benson and Jemima Benson his wife have heretofore sold and conveyed) containing one hundred and nine acres and three quarters of an acre and twenty square perches of land more or less, and also all that lot or parcel of land situate and lying in Baltimore County aforesaid being part of a tract of land called "Springfield Enlarged" and known as Lot number one, containing thirty seven acres of land more or less which was conveyed by Robert Lemmon to the said Mordecai Benson by deed bearing date the seventeenth day of May in the year one thousand eight hundred and forty nine and recorded among the Land Records of Baltimore County in Liber A.W.P. No. 113 folio 422 &c. in fee simple, And they the said Mordecai Benson and Jemima Benson his wife do hereby covenant to and with the said Robert Miller that they the said Mordecai Benson and Jemima his wife will execute such further assurance of said land as may be requisite.

Witness our hands and seals

Test John P. Kelly, Daniel Ryan } Mordecai Benson (Seal)
Jemima Benson (Seal)

State of Maryland Baltimore County, to wit

I hereby certify that on this twenty third day of November in the year Eighteen Hundred and fifty eight before the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid personally appeared Mordecai Benson and Jemima Benson his wife and did each acknowledge the aforegoing deed to be their respective act.

Acknowledged before
John O. Kelly Justice of the Peace

Recorded on the 6th day of May 1859 and examined

Per Geo. H. Carman Clerk

July 30-1859

John T. Johns
to
James Warren

This Indenture made this twenty seventh day of April in the year of our Lord One thousand Eight Hundred and fifty nine between John T. Johns of Baltimore County in the State of Maryland of the one part, and James Warren of the same County and State of the other part. Witnesseth that the said John T. Johns for and in consideration of the sum of Six Thousand four hundred Dollars Current money to him in hand paid by the said James Warren at or before the ensealing and delivery of these presents the receipt whereof he doth hereby acknowledge he the said John T. Johns hath granted bargained and sold aliened, enfeoffed and confirmed and by these presents doth grant bargain and sell alien enfeoff and confirm unto the said James Warren his heirs and assigns, All that part of three several lots or parcels of land lying in Baltimore County aforesaid called Spring Garden, Locust Resurveyed and Finneys Chance Regulated which are included within the following metes and bounds courses and distances, to wit

Beginning for the same at a stone marked Two (II) standing at the corner of the land formerly belonging to John Ruth of Baltimore County deceased and running thence and bounding on said land south fourteen degrees west twenty one perches to the beginning of fifty seven perches to the Locust Lane thence binding on said Lane fifty seven degrees and a half North to the beginning of the part of Finneys Chance Regulated thereby intended by course North to the beginning of the part of Finneys Chance Regulated thereby intended by course North fifty seven degrees and a half East to the beginning of the first mentioned Locust Lane thence binding on said Lane North fifty seven degrees and a half East to the beginning of the second part of Finneys Chance Regulated thereby intended by course North fifty seven degrees and a half East to the beginning of the third

SP 1267

1268

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original DEED taken from the records of said Circuit Court as recorded in Liber EHA No. 58 Folio 267-268 one of the land records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore, County this 9th day of Sept 2003

Clerk of the Circuit Court of Baltimore County

1904

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original

FILED taken from the records of said Circuit Court as

recorded in Liber WMC No. 275

Folio 105-107 one of the Land

records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand

and affix the seal of the Circuit Court for

Baltimore, County

this 9th day of Sept 2003

Clerk of the Circuit Court of Baltimore County

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original

~~Deed~~ W.P.C. taken from the records of said Circuit Court as recorded in Liber No. 331 Folio 210-212 one of the Land records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore, County this 3 day of OCT 2003

Clerk of the Circuit Court of Baltimore County

507 Inst

207

This deed of separation and trust between Edward B. Miller and Lily M. Miller his wife of the second part (Witnesseth) that whereas the said parties hereto have lived separate and apart for a long time and have been unable to live together in peace and harmony and whereas certain differences have arisen between the said parties and whereas the said Edward B. Miller and Lily M. Miller his wife have agreed to live separate and apart from each other during the remainder of their natural lives and whereas the said parties hereto have agreed to settle and adjust their property rights between themselves and whereas the said parties hereto have agreed to execute these presents for the purpose of carrying out their said agreement and settlement and for the purpose of vesting the title to the property hereinafter described in the said Scott Offutt and Edward M. Beste Trustees and their successors in trust for the uses and purposes hereinafter mentioned and declared. Now this deed witnesseth that in consideration of the premises and of the sum of five dollars to each of the parties hereto in hand paid at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged and for other good and valuable considerations the said Edward B. Miller and Lily M. Miller his wife have granted bargained sold aliened enfeoffed released conveyed and confirmed and by these presents do grant bargain sell alien enfeoff release convey and confirm unto the said Scott Offutt and Edward M. Beste Trustees as aforesaid their successors and assigns all that lot of ground situate lying and being in the Fifth Election District of Baltimore County and more fully described and bounded as follows to wit:

Scott Offutt
Edward M. Beste
Trustees

Deed

Edward B. Miller
et ux
to
Scott Offutt et al
Trustees

Dated Jan 30th 1918

Recorded Feby 20th 1919 at 12 m

Examined

Per William C. Cole Clerk

State of Maryland, Baltimore County, to wit: I hereby certify that on this 30 day of January 1918 before me the subscriber a Notary Public of the State of Maryland, duly commissioned and qualified for the County aforesaid personally appeared Scott Offutt and Edward M. Beste Trustees and they acknowledged the foregoing deed to be their act.

As witness my hand and Notarial Seal.

Lawrence C. Greer Notary Public

Recorded Feby 20th 1919 at 12 m

Examined

Per William C. Cole Clerk

3327

Herbert M. Miller
et ux
to
Edward B. Miller
et ux

Deed

1/1/17

1/00

This deed made this Eighth day of February in the year nineteen hundred and seventeen by and between Herbert M. Miller single of the first part of Burlington County in the State of New Jersey and Edward B. Miller and Lily M. Miller his wife of the second part of Baltimore County in the State of Maryland. Witnesseth that for and in consideration of the payment of the sum of Five Dollars paid to the Grantor by the Grantees hereof the receipt of which is hereby acknowledged and for other good and valuable consideration the said Herbert M. Miller doth grant and convey unto the said Edward B. Miller and Lily M. Miller his wife as tenants by the entireties all his right title and interest both at law and in Equity in and to all that piece or parcel of land situate and being in the Fifth Election District of said Baltimore County and more fully described and bounded as follows to wit:

Being part of the second tract of land which was called Springfield Enlarged and also the whole of a tract called Edwards Addition Both which said tracts of land taken together are known and designated as Lot No. Three hundred and Sixty Eight of the property of the late Edward

Recorded Feb 25th A.D. 1868 at 3 P.M.

Recorded in Book 22 of Deeds for Burlington Co. Page 58.

Wm. G. Abbott Clerk

This deed made this 11th day February in the year of our Lord one thousand eight hundred and sixty seven between Benjamin Bell and Ann his wife

Recorded Feb 25th A.D. 1868 at 3 P.M.

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original DEED taken from the records of said Circuit Court as recorded in Liber WPC No. 507 Folio 207-208 and of the LAND records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore, County this 9th day of Sept 20 03

Clerk of the Circuit Court of Baltimore County

THIS DEED, Made this 28 day of February, in the year nineteen hundred and fifty-five, by and between Lilly M. Miller, Widow, party of the first part, of Baltimore County, State of Maryland, and Arthur Edward Miller, single, party of the second part, of Baltimore County, State of Maryland.

WITNESSETH that for and in consideration of the sum of Five Dollars, paid to the Grantor by the Grantee, receipt of which is hereby acknowledged, and for other good and valuable considerations, the said Lily M. Miller doth grant and convey unto the said Arthur Edward Miller, his heirs and assigns, in fee simple, all that lot or parcel of land situate and being in the Fifth Election District of Baltimore County, and which is described as follows:

BEING parts of two several tracts of land, the one called "Springfield Enlarged", and the other a tract oalled "Edrions (or Adrians) Hills and Dales", containing together One Hundred and Forty Six Acres, Three Roods and Twenty Square Perches of land, more or less, which was conveyed by deed dated on or about February 5, A. D. 1904, and recorded among the land Records of said County, in Liber W. P. C. No. 275, folio 105 &c. by Margaret A, Miller and others and the said Herbert M. Miller, to the said Edward B. Miller and Lilly M. Miller, his wife; said land herein conveyed being all that land (except the 3 acres and 20 square perches of land more or less as aforesaid) which, by deed dated on or about July 31st, A. D. 1908 and recorded among the Land Records of said Baltimore County, in Liber W. P. C. No. 331, folio 210 &c. was conveyed by M. Virginia Hoshall and others, to the said Edward B. Miller and Herbert M. Miller, as tenants in common and not as joint tenants;

FOR FURTHER TITLE, see deed dated on or about May 25th, A. D. 1868, and recorded among the Land Records of said County, in Liber E. H. A. No. 58, folio 267 &c. from Robert Miller and wife, to Thomas Miller; Also see deed dated November 23rd, A. D. 1858, and recorded among the Land Records of said Baltimore County, in Liber G. H. C. No. 25, folio 322 &c. from Mordecai Benson and wife, to Robert Miller.

And also BEING the same parcel of land which by deed dated the 8th day of February, 1919, and recorded in the Land Records for Baltimore County in W. P. C. No. 507, folio 207, was conveyed by Herbert M. Miller to Edward B. Miller and Lillie M. Miller, his wife.

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

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Arthur Edward Miller, his heirs and assigns, in fee simple.

AND the said Lily M. Miller covenants that she will warrant specially the property herein granted and conveyed and that she will execute such further assurance as may be requisite.

WITNESS the hand and seal of said Grantor.

David Bowsler
Witness

Lily M. Miller
Lily M. Miller

STATE OF MARYLAND, Baltimore County, to wit:

I HEREBY CERTIFY that on this 2-8 day of February, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Lily M. Miller, the Grantor named in this deed, and acknowledged the foregoing deed to be her act.

AS WITNESS my hand and Notorial Seal.

Ellen T. Neu
Notary Public

Rec'd for record Mar 15, 1955, at 12 18 P.M.
Per George L. Byerly, Clerk.

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original

DEED

taken from the Records of said Circuit Court as recorded in Liber GLB No. 2662

Folio 84 one of the Land

Records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore, County

this 9th day of Sept 20 07

Clerk of the Circuit Court of Baltimore County

THIS DEED, Made this 28 day of February, nineteen hundred and fifty-five, by and between Arthur Edward Miller, single, party of the first part, Grantor, to Edward Alan Miller and Alma S. Miller, his wife, parties of the second part, Grantees, all of Baltimore County, State of Maryland.

WITNESSETH: That in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Arthur Edward Miller does hereby grant and convey unto the said Edward Alan Miller and Alma S. Miller, his wife, as tenants by the entireties, in fee simple, all those several lots or parcels of land situate, lying and being in the Fifth District of Baltimore County, and described as follows:

BEING parts of two several tracts of land, the one called "Springfield Enlarged", and the other a tract called "Edrions (or Adrians) Hills and Dales", containing together One Hundred and Forty Six Acres, Three Roods and Twenty Square Perches of land, more or less, which was conveyed by deed dated on or about February 5, A. D., 1904, and recorded among the land Records of said County, in Liber W. P. C. No. 275, folio 105 &c. by Margaret A. Miller and others and the said Herbert M. Miller, to the said Edward B. Miller and Lilly M. Miller, his wife; said land herein conveyed being all that land (except the 3 acres and 20 square perches of land more or less as aforesaid) which, by deed dated on or about July 31st, A. D. 1908 and recorded among the Land Records of said Baltimore County, in Liber W. P. C. No. 331, folio 210, &c. was conveyed by M. Virginia Hoshall and others to the said Edward B. Miller and Herbert M. Miller, as tenants in common and not as joint tenants;

FOR FURTHER TITLE, see deed dated on or about May 25th, A. D. 1868, and recorded among the Land Records of said County, in Liber E. H. A. No. 58, folio 267 &c. from Robert Miller and wife to Thomas Miller; Also see deed dated November 23rd, A. D., 1858, and recorded among the Land Records of Baltimore County, in Liber G. H. C. No. 25, folio 322 &c. from Mordecai Benson and wife, to Robert Miller.

AND ALSO BEING the same parcel of land which by deed dated the 8th day of February 1919, and recorded in the Land Records for Baltimore County in W. P. C. No. 507, folio 207, was conveyed by Herbert M. Miller to Edward B. Miller and Lillie M. Miller, his wife.

AND ALSO BEING the same lot or parcel of land which by deed dated February , 1955, and recorded among the Land Records of Baltimore County immediately heretofore, was granted and conveyed by Lilly M. Miller, Widow, to Arthur Edward Miller.

AND ALSO BEING all and the same lot or parcel of land which by deed dated April 3, 1847, and recorded among the Land Records of Baltimore County in Liber A. W. B. No. 383, folio 471, etc., was granted and conveyed by Luke G. Ensor, Executor of the Will of Darley Ensor, to Evean Davis.

AND ALSO BEING all and the same lot or parcel of land which by deed dated December 1, 1937, and recorded among the Land Records of Baltimore County in Liber C. W. B. Jr. No. 1017, folio 511, etc., was granted and conveyed by William E. Davis and May Davis, both unmarried, to John H. Pearce.

AND ALSO BEING all and the same lot or parcel of land which by deed dated January 3, 1939, and recorded among the Land Records of Baltimore County in Liber C. W. B. Jr. No. 1055, folio 158, was granted and conveyed by John H. Pearce and Elsie P. Pearce, his wife, to Edward Alan Miller.

AND ALSO BEING all and the same lot or parcel of land which by deed dated February 25, 1955, and recorded among the Land Records of

Baltimore County immediately heretofore, was granted and conveyed by Edward Alan Miller and Alma S. Miller, his wife, to Arthur Edward Miller, containing thirty-two and one-quarter acres of land more or less.

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

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Edward Alan Miller and Alma S. Miller, his wife, as tenants by the entireties, in fee simple.

AND the said Arthur Edward Miller covenants that he will warrant specially the property hereby granted and conveyed, and will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Grantor, Arthur Edward Miller.

David Brewster
Witness

Arthur Edward Miller
Arthur Edward Miller

STATE OF MARYLAND, Baltimore County, to wit:

I HEREBY CERTIFY that on this 25 day of February, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Arthur Edward Miller, the Grantor named in this deed, and acknowledged the foregoing deed to be his act.

AS WITNESS my hand and Notorial Seal.

ELLEN T. NEW NOTARY PUBLIC BALTIMORE CO.

Ellen T. New
Notary Public

Rec'd for record Mar. 15 1955, at 12 19 P.M.
Per George L. Byerly, Clerk.

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original Deed taken from the records of said Circuit Court as recorded in Liber GLB No. 2662 Folio 10-12 one of the Land records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore, County this 9th day of Sept 20 03

Clerk of the Circuit Court of Baltimore County

THIS DEED made this 28th day of July, 1955, by and between LILLY M. MILLER, widow, of Baltimore County, State of Maryland, party of the first part; and EDWARD ALAN MILLER and ALMA S. MILLER, his wife, parties of the second part, also of Baltimore County, State of Maryland.

WITNESSETH, that in consideration of the sum of Five ($5.00) Dollars, and other good and valuable considerations the receipt of which is hereby acknowledged, the party of the first part does hereby grant and convey unto the said parties of the second part, as tenants by the entireties, their heirs and assigns, in fee simple, all that tract of land situate in Baltimore County, in the State of Maryland, and described as follows, that is to say:

BEGINNING for the outlines to include the same at a stone set up in the ground and marked one (I), said stone being fixed by agreement and running thence (as indicated by the needle) by lines of division as fixed and agreed upon south 61 and 1/2 degrees, west 21 and 14/25ths to a stone marked two (II), North 36 degrees west 28 perches to a stone marked three (III), thence with the county road called the Deep Run Road, north 78 degrees east 21 and 22/25th perches to a stone marked four (IV)( set up in the ground at the intersection of the outlet from the late Thomas Miller's property onto the Deep Run Road, thence with said outlet south 27 and 1/4 degrees east 11 and 3/4 perches to a stone marked five (V), south 46 and 3/4 degrees East 10 and 3/5 perches to the first place of beginning.

CONTAINING three acres and 20 square perches.

BEING all and the same tract of land which by deed dated February 5th, 1904, and recorded among the Land Records of Baltimore County in WPC, 275, folio 105, was conveyed by Margaret A. Miller, et al, to Edward B. Miller and Lillie Miller, his wife.

TOGETHER WITH the buildings and improvements thereupon;

LIBER 2749 PAGE 100

and the rights, alleys, ways, waters, priyileges, appurtenances and advantages to the same belonging or in any way appertaining.

TO HAVE AND TO HOLD, the said lot of ground unto the use of the said parties of the second part as tenants by the entireties, their heirs and assigns, in fee simple, forever.

AND the said Grantor hereby covenants that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted; and she will warrant specially the property hereby granted and conveyed, and she will execute such further assurances of such land as may be requisite.

WITNESS the hand and seal of the within named Grantor.

Marian D. Taylor

Lily M. Miller (SEAL)
Lilly M. Miller

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 28th day of July, 1955, before me, the subscriber, A Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared Lilly M. Miller, Grantor herein, and she acknowledged the foregoing deed to be her act.

AS witness my hand and notarial seal.

Marian D. Taylor
Notary Public

MARIAN D. TAYLOR NOTARY PUBLIC BALTIMORE CO. MD.

My commission expires: 5-6-57

Rec'd for record Aug. 2, 1955, at 11 20 A.M.
Per George L. Byerly, Clerk.
Mailed to Turnbull & Brewster

**DEED OF DISTRIBUTION**

THIS **DEED OF DISTRIBUTION**, made this 12th day of March, 1998, by and between **MIRIAM DIXON**, Personal Representative of the **Estate of Alma S. Miller**, Grantor, and **ARTHUR E. MILLER** and **M. DOUGLAS MILLER**, Grantees.

**WHEREAS**, Alma S. Miller departed this life on September 5, 1996, leaving a Last Will and Testament dated August 30, 1983 and duly probated in the Orphans' Court for Baltimore County, Maryland in Estate No. 89100; and

**WHEREAS**, Miriam Dixon was granted Letters of Administration by the Register of Wills for Baltimore County, Maryland on December 18, 1996, which Letters are duly filed in the Orphans' Court for Baltimore County, Maryland; and

**WHEREAS**, the within transfer is made by Miriam Dixon, Personal Representative of the Estate of Alma S. Miller, pursuant to the power and authority vested in her under Item Fourth of the Last Will and Testament of Alma S. Miller and Sections 1-301 and 7-401 of the Estates and Trusts Article of the Annotated Code of the State of Maryland.

**WITNESSETH**, That for no monetary consideration, but pursuant to the Last Will and Testament of Alma S. Miller and the First and Final Administration Account approved by the Orphans' Court for Baltimore County on December 30, 1997, Miriam Dixon, Personal Representative of the Estate of Alma S. Miller, does hereby grant and convey unto Arthur E. Miller and M. Douglas Miller, as joint tenants, their assigns, the survivor of them, the survivor's personal representatives, heirs and assigns, forever in fee simple, all that tract or parcel of land situate, lying and being in the Fifth (5th) Election District of Baltimore County, State of Maryland on the south side of Benson Mill Road which according to a survey by A. L. Snyder, Surveyor, Inc., Property Line Surveyor No. 26, dated November 26, 1997 is more particularly described as follows:

LAW OFFICES
HOLLMAN, HUGHES,
FINCH & MAGUIRE
CHARTERED
WESTMINSTER, MD 21157

REVIEWED SDAT
3/16/98
BY DATE

BEGINNING for the same at a half inch iron pipe found 3.0 feet south of the south edge of the paving of Benson Mill Road at the end of the first or South 40 degrees 22 minutes East 1149.1 feet line of that tract or parcel of land described in a mortgage from Edward B. Miller, et al to The Federal Land Bank of Baltimore, dated June 7, 1941 and recorded among the Land Records of Baltimore County, Maryland in Liber C.W.B., Jr. No. 1163, Folio 575 etc., said beginning point being also the end of the twenty-seventh or North 81 degrees 34 minutes 34 seconds West 190.00 feet line of the first parcel of land described in a Deed from Frances E. Cassidy to David W. Buck, et al dated December 30, 1976 and recorded among the aforesaid Land Records in Liber E.H.K., Jr. No. 5713, Folio 182 etc., thence along and in the road running reversely with and binding on the said twenty-seventh line and the twenty-sixth and part of the twenty-fifth lines of Cassidy to Buck, and running with and binding on the second and part of the third lines of the aforementioned mortgage from Miller to The Federal Land Bank, the following three courses and distances,

1) South 89 degrees 31 minutes 02 second East 189.97 feet to a half inch steel bar found 1.2 feet north of the centerline of the road, thence

2) North 54 degrees 00 minutes 54 seconds East 574.21 feet to a half inch steel bar found 2.75 feet southeast of the centerline of the road, thence

3) North 56 degrees 19 minutes 55 seconds East 292.90 feet to a stone found 6.0 feet southeast of the southeast edge of the road and at the third or North 36 degrees 24 minutes West 330.00 feet line of that lot of ground which was conveyed by Edward Alan Miller and Alma S. Miller, his wife, to Ruth Miriam Dixon by Deed dated July 3, 1958 and recorded among the aforesaid Land Records in Liber G.L.B. No. 3376, Folio 280 etc., thence running reversely with and binding on the said third line and the second line thereof, the following two courses and distances,

4) South 36 degrees 39 minutes 54 seconds East 334.95 feet to a stone found on the northwest bank of a ravine, thence

5) North 54 degrees 11 minutes 08 seconds East 131.15 feet to a stone found on the northwest edge of the bottom of the aforesaid ravine in the fourth or South 36 degrees 24 minutes East 709.5 feet line of the aforementioned mortgage from Miller to The Federal Land Bank of Baltimore, at the end of 330.00 feet from the beginning thereof, said stone being also in the first or South 27 degrees 00 minutes 06 seconds East 705.92 feet line of that lot of ground which was conveyed by George R. Faustman, III and Dorothy B. Faustman, his wife, to Allan Bancroft Heaver and Mary Jo Heaver, his wife, by Deed dated October 19, 1978 and recorded among the aforementioned Land Records in Liber E.H.K., Jr. No. 5949, Folio 777 etc., thence running with and binding on the remainder of the first and the second and third lines thereof and with the remainder of the fourth and the fifth and sixth

LAW OFFICES
HOLLMAN, HUGHES,
FINCH & MAGUIRE
CHARTERED
WESTMINSTER, MD 21157

lines of the aforementioned mortgage, the following three courses and distances,

6) South 36 degrees 32 minutes 45 seconds East 374.97 feet to a stone found, thence

7) South 67 degrees 23 minutes 45 seconds East 194.80 feet to a stone found and reset up in the ground,

8) South 64 degrees 23 minutes 45 seconds East 155.84 feet to a stone found at the end of the first or North 42½ degrees West 54 perches line of the second parcel of land (Lot 15) described in a Deed from Edwin V. Bishop, et al to Barbara M. Kees, dated December 18, 1969 and recorded among the aforementioned Land Records in Liber O.T.G. No. 5095, Folio 223 etc., thence running reversely with and binding thereon and running with and binding on the seventh or South 42 degrees 50 minutes East 831.00 feet line of the aforementioned mortgage,

9) South 42 degrees 50 minutes 15 seconds East 824.51 feet, passing 0.05 feet northeast of a stone found at 272.61 feet, and passing 0.96 feet southwest of a stone found at 424.21 feet and passing 1.645 feet southwest of a stone found at 603.48 feet and passing 1.31 feet southwest of a stone found at 724.59 feet to a stone found marked "3" at the end of the fourth or North 46½ degrees East 24 perches line of the third parcel described in the aforementioned Deed to Barbara M. Kees, thence running reversely with and binding on the said fourth line and with the eighth or South 50 degrees 16 minutes West 396.00 feet line of the aforementioned mortgage,

10) South 45 degrees 13 minutes 00 seconds West 392.54 feet, passing 0.77 feet northwest of a stone found at 41.85 feet to a stone found marked "4", thence running reversely with and binding on the third or North 80 degrees East 39.4 perches line of the aforementioned third parcel of Kees, and with the ninth or South 77 degrees 30 minutes West 301.00 feet line of the aforementioned mortgage,

11) South 79 degrees 03 minutes 00 seconds West 301.11 feet to a stone found, thence leaving the outlines of the said mortgage and continuing with the aforesaid third line of the third parcel of Kees and reversely with the fourth or North 84 degrees East 38 6/10 perches line of "Parcel No. 2" described in a Deed from George Palmer and Clyde M. Cofiell to George Palmer, dated January 20, 1988 and recorded among the aforementioned Land Records in Liber S.M. No. 7778, Folio 064 etc.,

12) South 78 degrees 14 minutes 30 seconds West 989.77 feet, passing through a stone found, marked "4", at 353.61 feet and passing 0.73 feet southeast of a stone found at 749.55 feet to a stone found, thence still with the outlines of the aforesaid "Parcel No. 2" of George Palmer, running reversely with and binding on the third or North 5¾ degrees East 24 perches line thereof,

13) South 0 degrees 32 minutes 13 seconds East 398.24 feet to a stone found and reset at the beginning thereof and at the end of the thirteenth or North 22 degrees East 65.0 feet line of "Parcel

LAW OFFICES
HOLLMAN, HUGHES,
FINCH & MAGUIRE
CHARTERED
WESTMINSTER, MD 21157

No. 1" described in the aforementioned Deed to George Palmer, thence running reversely with and binding on the said third line,

14) South 17 degrees 00 minutes 52 seconds West 64.47 feet, to a stone found, thence still reversely with the said "Parcel No. 1" along a line omitted in the Deed,

15) South 2 degrees 35 minutes 56 seconds East 65.29 feet to a stone with a tack found, thence running reversely with and binding on the twelfth and eleventh lines of "Parcel No. 1", the following two courses and distances,

16) South 3 degrees 48 minutes 19 seconds East 95.69 feet to a stone found with a tack, thence

17) North 73 degrees 46 minutes 59 seconds West 164.77 feet, passing through a stone found at 157.85 feet, to a stone found with a tack, at the beginning of the fourth or North 62 degrees 38 minutes West 123.75 feet line of that lot of ground which was conveyed by Charles McAvoy to Viktor Eichhorn by Deed dated October 15, 1973 and recorded among the aforementioned Land Records in Liber E.H.K., Jr. No. 5402, Folio 756 etc., thence running with and binding on the said fourth and the fifth, sixth, seventh and part of the eighth lines thereof, the following five courses and distances,

18) North 73 degrees 25 minutes 39 seconds West 188.63 feet, passing 0.49 feet northeast of a stone found with a tack at 95.40 feet to a stone found, thence

19) South 77 degrees 25 minutes 25 seconds West 825.33 feet, passing 1.14 feet southeast of a stone found at 113.64 feet and passing 2.21 feet southeast of a stone found at 181.76 feet and passing 0.32 feet southeast of a stone found at 267.11 feet and passing 1.42 feet southeast of a stone found at 461.05 feet to a stone found, thence

20) North 57 degrees 40 minutes 43 seconds West 49.57 feet to a stone found, thence

21) North 59 degrees 15 minutes 51 seconds West 361.695 feet, passing 0.24 feet northeast of a stone found at 86.08 feet, the beginning of the twenty-sixth or North 59 degrees 12 minutes West 277.75 feet line of the aforementioned mortgage from Edward B. Miller, et al to The Federal Land Bank of Baltimore thence running with and binding on that line and crossing and recrossing a stream to a stone found with a steel bar now set as a witness, northeast of Black Rock Run, thence crossing Black Rock Run, running with and binding on the twenty-seventh or South 34 degrees 03 minutes West 66 feet line of the aforesaid mortgage,

22) South 34 degrees 13 minutes 35 seconds West 65.49 feet to a stone found with a steel bar now set as a witness on the southwest side of Black Rock Run at the beginning of the seventh or North 67 degrees 32 minutes 30 seconds West 123.75 feet line of that parcel of land which was conveyed by Richard E. Hoover to William T. Bridgeland and Shirley J. Bridgeland, his wife, by Deed dated July

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1, 1985 and recorded among the aforementioned Land Records in Liber S.M. No. 6957, Folio 509 etc., said stone found being distant North 34 degrees 13 minutes 35 seconds East 50.05 feet from a 3/4 inch iron pipe found at the end of the aforementioned eighth line of the land conveyed from McAvoy to Eichhorn, thence running with and binding on the twenty-eighth through the thirty-third and part of the thirty-fourth lines of the aforesaid mortgage and running with and binding on the seventh through the twelfth and part of the thirteenth lines of the land conveyed from Hoover to Bridgeland, the following seven courses and distances,

23) North 67 degrees 52 minutes 50 seconds West 123.59 feet, crossing Black Rock Run to a stone found with a steel bar now set as a witness, thence

24) South 88 degrees 41 minutes 22 seconds West 115.66 feet to the northeast edge of Black Rock Run, thence crossing the run,

25) North 60 degrees 33 minutes 38 seconds West 148.71 feet to a steel bar and cap now set on the south bank of Black Rock Run, thence

26) South 6 degrees 08 minutes 37 seconds West 24.71 feet to a stone found, thence

27) North 54 degrees 07 minutes 34 seconds West 148.695 feet to a steel bar and cap now set on the southwest edge of Black Rock Run, thence along and in the run,

28) North 46 degrees 19 minutes 34 seconds West 247.82 feet to the center of Black Rock Run, thence in the center of the run,

29) North 40 degrees, 49 minutes 34 seconds West 16.23 feet to the end of the second or South 37 degrees 29 minutes 00 seconds West 2105 feet line of Parcel "B" described in a Deed from Alma S. Miller, widow, to Baltimore Gas and Electric Company, dated July 23, 1968 and recorded among the aforementioned Land Records in Liber O.T.G. No. 4902, Folio 519 etc., thence running reversely with and binding thereon, passing through a steel bar and cap set at 50.00 feet,

30) North 37 degrees 34 minutes 14 seconds East 1920.46 feet, passing a railroad spike now set in the centerline of Benson Mill Road, thence for a line of division now made in the centerline of Benson Mill Road,

31) South 79 degrees 24 minutes 42 seconds East 267.28 feet to a railroad spike now set in the centerline of the road and to intersect the aforementioned first or South 40 degrees 22 minutes East 1149.1 feet line of the mortgage from Miller to The Federal Land Bank, and to intersect the twenty-eighth or North 32 degrees 19 minutes 34 seconds West 263.94 feet line of the aforementioned first parcel of land described in the Deed from Frances E. Cassidy to David W. Buck, et al, at the end of 20.33 feet from the beginning thereof, thence running reversely with and binding on the said twenty-eighth line and running with and binding on the aforesaid first line of the mortgage from Miller to The Federal Land Bank,

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32) South 40 degrees 15 minutes 34 seconds East 20.335 feet to the place of beginning.

Containing 113.85433 acres of land, more or less.

BEING a part of that land granted and conveyed by Arthur Edward Miller to Edward Alan Miller and Alma S. Miller, his wife, by Deed dated February 28, 1955 and recorded among the Land Records of Baltimore County, Maryland in Liber G.L.B. No. 2662, Folio 10 etc.; the said Edward Alan Miller having departed this life on May 28, 1964 thereby vesting title solely in Alma S. Miller; the said Alma S. Miller having departed this life on September 5, 1996 and Miriam Dixon having been appointed Personal Representative of the Estate of Alma S. Miller by virtue of Letters of Administration issued pursuant to the Estates and Trusts Article of Maryland on December 18, 1996 by the Orphans' Court for Baltimore County in Estate No. 89100.

TOGETHER WITH the rights to cross, farm, extend roads, utilities and perform such other activities upon so much of those parcels of land granted and conveyed unto Bankers Trust Company and Baltimore Gas and Electric Company by Deeds dated September 7, 1965 and July 23, 1968 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 4514, Folio 420 and Liber O.T.G. No. 4902, Folio 519 as lies on the south side of Benson Mill Road as such rights are more particularly reserved and conditioned in said Deeds.

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

**TO HAVE AND TO HOLD** the said lot or parcel of land above-described or mentioned and hereby intended to be conveyed unto and to the proper use and benefit of the said Grantees, as joint tenants, their assigns, the survivor of them, the survivor's personal representatives, heirs and assigns, forever in fee simple.

**WITNESS** the hand and seal of the within Grantor.

WITNESS:

John T. Maguire

Miriam Dixon (SEAL)
MIRIAM DIXON, Personal Representative of the Estate of Alma S. Miller

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STATE OF MARYLAND, CARROLL COUNTY: To Wit:

I HEREBY CERTIFY that on this 13th day of March, 1998, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **MIRIAM DIXON**, Personal Representative of the Estate of Alma S. Miller, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS, my hand and notarial seal.

JOHN T. MAGUIRE, II CARROLL CO., MD NOTARY PUBLIC

John T. Maguire
Notary Public
My Commission Expires: 10-03-01

I hereby certify that the within instrument was prepared by an attorney.

John T. Maguire
John T. Maguire, Attorney

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Return to: John T. Maguire, Esquire
189 East Main Street
Westminster, Maryland 21157

96-656\113.85.dod.01

0012859 118

# State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: BALTIMORE

*Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.*

(Type or Print in Black Ink Only—All Copies Must Be Legible)

IMP FT SURC $ 5.00
RECORDING FEE 20.00
TOTAL 25.00
Rec't Book Rec't # 44514
Blk # 1565
May 14, 1998 08:30 am

**1 Type(s) of Instruments** (☐ Check Box if Addendum Intake Form is Attached.)

☒ Deed; ☐ Deed of Trust; ☐ Improved Sale Arms-Length (1); ☐ Mortgage; ☐ Lease; ☐ Unimproved Sale Arms-Length (2); ☐ Other; ☐ Multiple Accounts Arms-Length (3); ☐ Other; ☐ Not an Arms-Length Sale (9)

**2 Conveyance Type** Check Box

**3 Tax Exemptions** (If Applicable) Cite or Explain Authority

Recordation
State Transfer
County Transfer

Rec'd per will
Rec'd SDAT

**4 Consideration and Tax Calculations**

| Consideration Amount | | Finance Office Use Only — Transfer and Recordation Tax Consideration | |
|---|---|---|---|
| Purchase Price/Consideration | $ -0- | Transfer Tax Consideration | $ |
| Any New Mortgage | $ | X ( ) % = | $ |
| Balance of Existing Mortgage | $ | Less Exemption Amount – | $ |
| Other: | $ | Total Transfer Tax = | $ |
| Other: | $ | Recordation Tax Consideration | $ |
| | | X ( ) per $500 = | $ |
| Full Cash Value | $ | TOTAL DUE | $ |

**5 Fees**

| Amount of Fees | Doc. 1 | Doc. 2 |
|---|---|---|
| Recording Charge | $ | $ |
| Surcharge | $ | $ |
| State Recordation Tax | $ | $ |
| State Transfer Tax | $ | $ |
| County Transfer Tax | $ | $ |
| Other | $ | $ |
| Other | $ | $ |

Agent: JJM
Tax Bill:
C.B. Credit: 3
Ag. Tax/Other:

**6 Description of Property** SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

| District | Property Tax ID No. (1) | Grantor Liber/Folio | Map | Parcel No. | Var. LOC (5) |
|---|---|---|---|---|---|
| 5TH | ~~See Attached~~ 2462/16 & 2749/99 | | (27) | 17 | |

| Subdivision Name | Lot (3a) | Block (3b) | Sect/AR(3c) | Plat Ref. | SqFt/Acreage (4) |
|---|---|---|---|---|---|
| | | | | | |

Location/Address of Property Being Conveyed (2)
BENSON ROAD / DUBBS ROAD / BLACK ROCK ROAD

Other Property Identifiers (If applicable) ~~Water Meter Account No.~~
05-13-055400, 05-13-055402, 05-13-055361, 05-13-055175

Residential ☐ or Non-Residential ☐ | Fee Simple ☐ or Ground Rent ☐ | Amount:

Partial Conveyance? ☐ Yes ☐ No | Description/Amt. of SqFt/Acreage Transferred:
113.75733 AC

If Partial Conveyance, List Improvements Conveyed:

**7 Transferred From**

Doc. 1 - Grantor(s) Name(s): MIRIAM DIXON PR OF ESTATE OF ALMA S. MILLER

Doc. 1 - Owner(s) of Record, if Different from Grantor(s)

Doc. 2 - Grantor(s) Name(s)

Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

**8 Transferred To**

Doc. 1 - Grantee(s) Name(s): ARTHUR E. MILLER, M. DOUGLAS MILLER

Doc. 2 - Grantee(s) Name(s)

New Owner's (Grantee) Mailing Address

**9 Other Names to Be Indexed**

Doc. 1 - Additional Names to be Indexed (Optional)

Doc. 2 - Additional Names to be Indexed (Optional)

**10 Contact/Mail Information**

Instrument Submitted By or Contact Person
Name: JOHN T. MAGUIRE
Firm: HALLMAN, HUGHES, FINCH & MAGUIRE
Address: 119 EAST MAIN ST.
WESTMINSTER MD 21157 Phone: (410) 876-3183

Return to Contact Person ☐
Hold for Pickup ☐
Return Address Provided ☐

**11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER**

**Assessment Information**

☐ Yes ☒ No Will the property being conveyed be the grantee's principal residence?
☐ Yes ☒ No Does transfer include personal property? If yes, identify:
☒ Yes ☐ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Date 5-13-98
Authorized Signature
Sec 33-139

Space Reserved for County Use Only

**Assessment Use Only - Do Not Write Below This Line**

☐ Terminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Tran. Process Verification

Transfer Number: Date Received:

| | 19 | 19 | | | | | |
|---|---|---|---|---|---|---|---|
| Year | | | Geo. | Map | Sub | Block | |
| Land | | | Zoning | Grid | Plat | Lot | |
| Buildings | | | Use | Parcel | Section | Occ. Cd. | |
| Total | | | Town Cd. | Ex. Bl. | Ex. Cd. | | |

REMARKS:

*Distribution: White - Clerk's Office; Canary - SDAT; Pink - Office of Finance; Goldenrod - Preparer*
*AOC-CC-300 (6/95)*

05-13-055400
05-13-055402
05-13-055401
05-13-055125

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original Deed of Distribution taken from the records of said Circuit Court as recorded in Liber SM No. 12859 folio 111 - 119 one of the Land records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore, County this 5 day of Sept. 2007

Clerk of the Circuit Court of Baltimore County

**DEED**

THIS **DEED**, made this 12th day of March, 1998, by and between **ARTHUR E. MILLER** and **M. DOUGLAS MILLER**, Grantors, and **ARTHUR E. MILLER** and **LOUISE McFADDEN MILLER**, his wife, and **M. DOUGLAS MILLER** and **JANET BURNS MILLER**, his wife, Grantees.

**WITNESSETH**, That for no monetary consideration, Arthur E. Miller and M. Douglas Miller do hereby grant and convey unto Arthur E. Miller and Louise McFadden Miller, his wife, as to a one-half (½) undivided interest as tenants by the entirety, their assigns, the survivor of them, the survivor's personal representatives, heirs and assigns; and M. Douglas Miller and Janet Burns Miller, his wife, as to a one-half (½) undivided interest as tenants by the entirety, their assigns, the survivor of them, the survivor's personal representatives, heirs and assigns, the said undivided one-half (½) interests being held as tenants-in-common by the Grantees, their respective personal representatives, heirs and assigns, forever in fee simple, all that tract or parcel of land situate, lying and being in the Fifth (5th) Election District of Baltimore County, State of Maryland on the south side of Benson Mill Road which according to a survey by A. L. Snyder, Surveyor, Inc., Property Line Surveyor No. 26, dated November 26, 1997 is more particularly described as follows:

> BEGINNING for the same at a half inch iron pipe found 3.0 feet south of the south edge of the paving of Benson Mill Road at the end of the first or South 40 degrees 22 minutes East 1149.1 feet line of that tract or parcel of land described in a mortgage from Edward B. Miller, et al to The Federal Land Bank of Baltimore, dated June 7, 1941 and recorded among the Land Records of Baltimore County, Maryland in Liber C.W.B., Jr. No. 1163, Folio 575 etc., said beginning point being also the end of the twenty-seventh or North 81 degrees 34 minutes 34 seconds West 190.00 feet line of the first parcel of land described in a Deed from Frances E. Cassidy to David W. Buck, et al dated December 30, 1976 and recorded among the aforesaid Land Records in Liber E.H.K., Jr. No. 5713, Folio 182 etc., thence along and in the road running

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REVIEWED SDAT
BY [illegible] 3/18/98 DATE

reversely with and binding on the said twenty-seventh line and the twenty-sixth and part of the twenty-fifth lines of Cassidy to Buck, and running with and binding on the second and part of the third lines of the aforementioned mortgage from Miller to The Federal Land Bank, the following three courses and distances,

1) South 89 degrees 31 minutes 02 second East 189.97 feet to a half inch steel bar found 1.2 feet north of the centerline of the road, thence

2) North 54 degrees 00 minutes 54 seconds East 574.21 feet to a half inch steel bar found 2.75 feet southeast of the centerline of the road, thence

3) North 56 degrees 19 minutes 55 seconds East 292.90 feet to a stone found 6.0 feet southeast of the southeast edge of the road and at the third or North 36 degrees 24 minutes West 330.00 feet line of that lot of ground which was conveyed by Edward Alan Miller and Alma S. Miller, his wife, to Ruth Miriam Dixon by Deed dated July 3, 1958 and recorded among the aforesaid Land Records in Liber G.L.B. No. 3376, Folio 280 etc., thence running reversely with and binding on the said third line and the second line thereof, the following two courses and distances,

4) South 36 degrees 39 minutes 54 seconds East 334.95 feet to a stone found on the northwest bank of a ravine, thence

5) North 54 degrees 11 minutes 08 seconds East 131.15 feet to a stone found on the northwest edge of the bottom of the aforesaid ravine in the fourth or South 36 degrees 24 minutes East 709.5 feet line of the aforementioned mortgage from Miller to The Federal Land Bank of Baltimore, at the end of 330.00 feet from the beginning thereof, said stone being also in the first or South 27 degrees 00 minutes 06 seconds East 705.92 feet line of that lot of ground which was conveyed by George R. Faustman, III and Dorothy B. Faustman, his wife, to Allan Bancroft Heaver and Mary Jo Heaver, his wife, by Deed dated October 19, 1978 and recorded among the aforementioned Land Records in Liber E.H.K., Jr. No. 5949, Folio 777 etc., thence running with and binding on the remainder of the first and the second and third lines thereof and with the remainder of the fourth and the fifth and sixth lines of the aforementioned mortgage, the following three courses and distances,

6) South 36 degrees 32 minutes 45 seconds East 374.97 feet to a stone found, thence

7) South 67 degrees 23 minutes 45 seconds East 194.80 feet to a stone found and reset up in the ground,

8) South 64 degrees 23 minutes 45 seconds East 155.84 feet to a stone found at the end of the first or North 42½ degrees West 54 perches line of the second parcel of land (Lot 15) described in a Deed from Edwin V. Bishop, et al to Barbara M. Kees, dated December 18, 1969 and recorded among the aforementioned Land Records in Liber O.T.G. No. 5095, Folio 223 etc., thence running reversely with

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and binding thereon and running with and binding on the seventh or South 42 degrees 50 minutes East 831.00 feet line of the aforementioned mortgage,

9) South 42 degrees 50 minutes 15 seconds East 824.51 feet, passing 0.05 feet northeast of a stone found at 272.61 feet, and passing 0.96 feet southwest of a stone found at 424.21 feet and passing 1.645 feet southwest of a stone found at 603.48 feet and passing 1.31 feet southwest of a stone found at 724.59 feet to a stone found marked "3" at the end of the fourth or North 46¾ degrees East 24 perches line of the third parcel described in the aforementioned Deed to Barbara M. Kees, thence running reversely with and binding on the said fourth line and with the eighth or South 50 degrees 16 minutes West 396.00 feet line of the aforementioned mortgage,

10) South 45 degrees 13 minutes 00 seconds West 392.54 feet, passing 0.77 feet northwest of a stone found at 41.85 feet to a stone found marked "4", thence running reversely with and binding on the third or North 80 degrees East 39.4 perches line of the aforementioned third parcel of Kees, and with the ninth or South 77 degrees 30 minutes West 301.00 feet line of the aforementioned mortgage,

11) South 79 degrees 03 minutes 00 seconds West 301.11 feet to a stone found, thence leaving the outlines of the said mortgage and continuing with the aforesaid third line of the third parcel of Kees to and reversely with the fourth or North 84 degrees East 38 6/10 perches line of "Parcel No. 2" described in a Deed from George Palmer and Clyde M. Cofiell to George Palmer, dated January 20, 1988 and recorded among the aforementioned Land Records in Liber S.M. No. 7778, Folio 064 etc.,

12) South 78 degrees 14 minutes 30 seconds West 989.77 feet, passing through a stone found, marked "4", at 353.61 feet and passing 0.73 feet southeast of a stone found at 749.55 feet to a stone found, thence still with the outlines of the aforesaid "Parcel No. 2" of George Palmer, running reversely with and binding on the third or North 5¼ degrees East 24 perches line thereof,

13) South 0 degrees 32 minutes 13 seconds East 398.24 feet to a stone found and reset at the beginning thereof and at the end of the thirteenth or North 22 degrees East 65.0 feet line of "Parcel No. 1" described in the aforementioned Deed to George Palmer, thence running reversely with and binding on the said third line,

14) South 17 degrees 00 minutes 52 seconds West 64.47 feet, to a stone found, thence still reversely with the said "Parcel No. 1" along a line omitted in the Deed,

15) South 2 degrees 35 minutes 56 seconds East 65.29 feet to a stone with a tack found, thence running reversely with and binding on the twelfth and eleventh lines of "Parcel No. 1", the following two courses and distances,

16) South 3 degrees 48 minutes 19 seconds East 95.69 feet to a stone found with a tack, thence

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17) North 73 degrees 46 minutes 59 seconds West 164.77 feet, passing through a stone found at 157.85 feet, to a stone found with a tack, at the beginning of the fourth or North 62 degrees 38 minutes West 123.75 feet line of that lot of ground which was conveyed by Charles McAvoy to Viktor Eichhorn by Deed dated October 15, 1973 and recorded among the aforementioned Land Records in Liber E.H.K., Jr. No. 5402, Folio 756 etc., thence running with and binding on the said fourth and the fifth, sixth, seventh and part of the eighth lines thereof, the following five courses and distances,

18) North 73 degrees 25 minutes 39 seconds West 188.63 feet, passing 0.49 feet northeast of a stone found with a tack at 95.40 feet to a stone found, thence

19) South 77 degrees 25 minutes 25 seconds West 825.33 feet, passing 1.14 feet southeast of a stone found at 113.64 feet and passing 2.21 feet southeast of a stone found at 181.76 feet and passing 0.32 feet southeast of a stone found at 267.11 feet and passing 1.42 feet southeast of a stone found at 461.05 feet to a stone found, thence

20) North 57 degrees 40 minutes 43 seconds West 49.57 feet to a stone found, thence

21) North 59 degrees 15 minutes 51 seconds West 361.695 feet, passing 0.24 feet northeast of a stone found at 86.08 feet, the beginning of the twenty-sixth or North 59 degrees 12 minutes West 277.75 feet line of the aforementioned mortgage from Edward B. Miller, et al to The Federal Land Bank of Baltimore thence running with and binding on that line and crossing and recrossing a stream to a stone found with a steel bar now set as a witness, northeast of Black Rock Run, thence crossing Black Rock Run, running with and binding on the twenty-seventh or South 34 degrees 03 minutes West 66 feet line of the aforesaid mortgage,

22) South 34 degrees 13 minutes 35 seconds West 65.49 feet to a stone found with a steel bar now set as a witness on the southwest side of Black Rock Run at the beginning of the seventh or North 67 degrees 32 minutes 30 seconds West 123.75 feet line of that parcel of land which was conveyed by Richard E. Hoover to William T. Bridgeland and Shirley J. Bridgeland, his wife, by Deed dated July 1, 1985 and recorded among the aforementioned Land Records in Liber S.M. No. 6957, Folio 509 etc., said stone found being distant North 34 degrees 13 minutes 35 seconds East 50.05 feet from a 3/4 inch iron pipe found at the end of the aforementioned eighth line of the land conveyed from McAvoy to Eichhorn, thence running with and binding on the twenty-eighth through the thirty-third and part of the thirty-fourth lines of the aforesaid mortgage and running with and binding on the seventh through the twelfth and part of the thirteenth lines of the land conveyed from Hoover to Bridgeland, the following seven courses and distances,

23) North 67 degrees 52 minutes 50 seconds West 123.59 feet, crossing Black Rock Run to a stone found with a steel bar now set as a witness, thence

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24) South 88 degrees 41 minutes 22 seconds West 115.66 feet to the northeast edge of Black Rock Run, thence crossing the run,

25) North 60 degrees 33 minutes 38 seconds West 148.71 feet to a steel bar and cap now set on the south bank of Black Rock Run, thence

26) South 6 degrees 08 minutes 37 seconds West 24.71 feet to a stone found, thence

27) North 54 degrees 07 minutes 34 seconds West 148.695 feet to a steel bar and cap now set on the southwest edge of Black Rock Run, thence along and in the run,

28) North 46 degrees 19 minutes 34 seconds West 247.82 feet to the center of Black Rock Run, thence in the center of the run,

29) North 40 degrees, 49 minutes 34 seconds West 16.23 feet to the end of the second or South 37 degrees 29 minutes 00 seconds West 2105 feet line of Parcel "B" described in a Deed from Alma S. Miller, widow, to Baltimore Gas and Electric Company, dated July 23, 1968 and recorded among the aforementioned Land Records in Liber O.T.G. No. 4902, Folio 519 etc., thence running reversely with and binding thereon, passing through a steel bar and cap set at 50.00 feet,

30) North 37 degrees 34 minutes 14 seconds East 1920.46 feet, passing a railroad spike now set in the centerline of Benson Mill Road, thence for a line of division now made in the centerline of Benson Mill Road,

31) South 79 degrees 24 minutes 42 seconds East 267.28 feet to a railroad spike now set in the centerline of the road and to intersect the aforementioned first or South 40 degrees 22 minutes East 1149.1 feet line of the mortgage from Miller to The Federal Land Bank, and to intersect the twenty-eighth or North 32 degrees 19 minutes 34 seconds West 263.94 feet line of the aforementioned first parcel of land described in the Deed from Frances E. Cassidy to David W. Buck, et al, at the end of 20.33 feet from the beginning thereof, thence running reversely with and binding on the said twenty-eighth line and running with and binding on the aforesaid first line of the mortgage from Miller to The Federal Land Bank,

32) South 40 degrees 15 minutes 34 seconds East 20.335 feet to the place of beginning.

Containing 113.85433 acres of land, more or less.

BEING all that parcel of land granted and conveyed by Miriam Dixon, Personal Representative of the Estate of Alma S. Miller unto Grantors by Deed of even date herewith and intended to be recorded among the Land Records of Baltimore County immediately prior hereto.

TOGETHER WITH the rights to cross, farm, extend roads, utilities and perform such other activities upon so much of those parcels of land granted and conveyed unto Bankers Trust Company and Baltimore Gas and Electric Company by Deeds dated September

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7, 1965 and July 23, 1968 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 4514, Folio 420 and Liber O.T.G. No. 4902, Folio 519 as lies on the south side of Benson Mill Road as such rights are more particularly reserved and conditioned in said Deeds.

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

**TO HAVE AND TO HOLD** the said lot or parcel of land above-described or mentioned and hereby intended to be conveyed unto and to the proper use and benefit of the said Arthur E. Miller and Louise McFadden Miller, his wife, as to a one-half (½) undivided interest as tenants by the entirety, their assigns, the survivor of them, the survivor's personal representatives, heirs and assigns; and M. Douglas Miller and Janet Burns Miller, his wife, as to a one-half (½) undivided interest as tenants by the entirety, their assigns, the survivor of them, the survivor's personal representatives, heirs and assigns, the said undivided one-half (½) interests being held as tenants-in-common Arthur E. Miller and Louise McFadden Miller, his wife, as to a one-half (½) undivided interest as tenants by the entirety, and M. Douglas Miller and Janet Burns Miller, his wife, as to a one-half (½) undivided interest as tenants by the entirety, the said undivided one-half (½) interests being held as tenants-in-common by the Grantees, their respective personal representatives, heirs and assigns, forever in fee simple, subject to the conditions stated herein above.

**AND THE SAID GRANTORS** hereby covenant that they have done nothing to encumber the property herein conveyed; they will warrant specially this property hereby conveyed; and they will execute such other and further assurances of the same as may be requisite.

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**WITNESS** the hands and seals of the Grantors.

WITNESS:

John T. Maguire

Arthur E. Miller (SEAL)
ARTHUR E. MILLER

John T. Maguire

M. Douglas Miller (SEAL)
M. DOUGLAS MILLER

STATE OF MARYLAND, CARROLL COUNTY: To Wit:

I HEREBY CERTIFY that on this 12th day of March, 1998, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **ARTHUR E. MILLER**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS, my hand and notarial seal.

John T Maguire
Notary Public
My Commission Expires: 10-03-01

STATE OF MARYLAND, CARROLL COUNTY: To Wit:

I HEREBY CERTIFY that on this 12th day of March, 1998, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **M. DOUGLAS MILLER**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS, my hand and notarial seal.

JOHN T. MAGUIRE, II NOTARY PUBLIC CARROLL CO., MD

John T Maguire
Notary Public
My Commission Expires: 10-03-01

I hereby certify that the within instrument was prepared by an attorney.

JOHN T. MAGUIRE, II NOTARY PUBLIC CARROLL CO., MD

John T Maguire
John T. Maguire, Attorney

LAW OFFICES
HOLLMAN, HUGHES,
FINCH & MAGUIRE
CHARTERED
WESTMINSTER, MD 21157

Return to: John T. Maguire, Esquire
189 East Main Street
Westminster, Maryland 21157

96-656\113.85.dee.02 7

0012859 127

(3)

# State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: BALTIMORE

*Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.*

(Type or Print in Black Ink Only—All Copies Must Be Legible)

**1 Type(s) of Instruments** — ( ) Check Box if Addendum Intake Form is Attached.

| | | | | |
|---|---|---|---|---|
| ☒ Deed | ☐ Mortgage | ☐ Other | ☐ Other | |
| ☐ Deed of Trust | ☐ Lease | | | |

**2 Conveyance Type Check Box**

| | | | |
|---|---|---|---|
| ☐ Improved Sale Arms-Length (1) | ☐ Unimproved Sale Arms-Length (2) | ☐ Multiple Accounts Arms-Length (3) | ☐ Not an Arms-Length Sale (9) |

**3 Tax Exemptions (If Applicable) Cite or Explain Authority**

Recordation

State Transfer

County Transfer

Rec'd SDAT Adding Spouse

**4 Consideration and Tax Calculations**

| Consideration Amount | | Finance Office Use Only — Transfer and Recordation Tax Consideration | |
|---|---|---|---|
| Purchase Price/Consideration | $ —0— | Transfer Tax Consideration | $ |
| Any New Mortgage | $ | X ( )% = | $ |
| Balance of Existing Mortgage | $ | Less Exemption Amount – | $ |
| Other: | $ | Total Transfer Tax = | $ |
| Other: | $ | Recordation Tax Consideration | $ |
| | | X ( ) per $500 = | $ |
| Full Cash Value | $ | TOTAL DUE | $ |

**5 Fees**

| Amount of Fees | Doc. 1 | Doc. 2 |
|---|---|---|
| Recording Charge | $ | $ |
| Surcharge | $ | $ |
| State Recordation Tax | $ | $ |
| State Transfer Tax | $ | $ |
| County Transfer Tax | $ | $ |
| Other | $ | $ |
| Other | $ | $ |

Agent:

Tax Bill: 2

C.B. Credit:

Ag. Tax/Other:

**6 Description of Property** SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

| District | Property Tax ID No. (1) | Grantor Liber/Folio | Map | Parcel No. | Var. LOG (5) |
|---|---|---|---|---|---|
| 5TH | See Attached | 2662/10 & 2949/57 | (27) | 17 | |

| Subdivision Name | Lot (3a) | Block (3b) | Sect/Alt(3c) | Plat Ref. | SqFt/Acreage (4) |
|---|---|---|---|---|---|
| | | | | | |

Location/Address of Property Being Conveyed (2)

Benson Road / Dubbs Road / Black Rock Lane

Other Property Identifiers (If applicable) — Water Meter Account No.

05-13-055460 05-13-055460, 05-13-055461, 05-13-055175

Residential ☐ or Non-Residential ☐ Fee Simple ☐ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☐ No Description/Amt. of SqFt/Acreage Transferred:

113.8533 Acre

If Partial Conveyance, List Improvements Conveyed:

**7 Transferred From**

| Doc. 1 - Grantor(s) Name(s) | Doc. 2 - Grantor(s) Name(s) |
|---|---|
| Arthur E. Miller<br>M. Douglas Miller | |
| **Doc. 1 - Owner(s) of Record, if Different from Grantor(s)** | **Doc. 2 - Owner(s) of Record, if Different from Grantor(s)** |
| | [redacted] |

**8 Transferred To**

| Doc. 1 - Grantee(s) Name(s) | Doc. 2 - Grantee(s) Name(s) |
|---|---|
| Arthur E. Miller<br>Louise McFadden Miller | M. Douglas Miller<br>Janet Burns Miller |
| **New Owner's (Grantee) Mailing Address** | |
| 2132 Sweetbriar Rd Timonium 21093 | 17101 Big Falls Rd White Hall 21161 |

**9 Other Names to Be Indexed**

| Doc. 1 - Additional Names to be Indexed (Optional) | Doc. 2 - Additional Names to be Indexed (Optional) |
|---|---|
| | |

**10 Contact/Mail Information**

Instrument Submitted By or Contact Person

Name: John T. McGuire, Esq.

Firm: Hillman, Hooks, Faith & McGuire, Chartered

Address: 189 East Main St.

Westminster, MD 21157 Phone: (410) 876-3183

☒ Return to Contact Person

☐ Hold for Pickup

☐ Return Address Provided

**11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER**

**Assessment Information**

☐ Yes ☒ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☒ No Does transfer include personal property? If yes, identify:

☒ Yes ☐ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Per
Date 5-13-98
Authorized Signature
Sec 33-139

**Assessment Use Only - Do Not Write Below This Line**

☐ Terminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Trans. Process Verification

Transfer Number: Date Received: Deed Reference: Assessment Property No.:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Year | 19 | 19 | Geo. | Map | Sub | Block | |
| Land | | | Zoning | Grid | Plat | Lot | |
| Buildings | | | Use | Parcel | Section | Occ. Cd. | |
| Total | | | Town Cd. | Ex. St. | Ex. Cd. | | |

REMARKS:

Space Reserved for County Use

Distribution: *White - Clerk's Office*
*Canary - SDAT*
*Pink - Office of Finance*
*Goldenrod - Preparer*
*AOC-CC-900 (6/95)*

05-13-055400
05-13-055402
05-13-055401
05-13-055125

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original

DEED taken from the records of said Circuit Court as

recorded in Liber 12859 No. 12859

Folio 120-122 one of the LAND

records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore, County

this 7 day of Sept 20 03

Clerk of the Circuit Court of Baltimore County

THIS DEED, Made this 7 day of September in the year one thousand nine hundred and sixty-five, by and between ALMA S. MILLER, Widow, of Baltimore County, in the State of Maryland, party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York, Trustee, party of the second part, and BALTIMORE GAS AND ELECTRIC COMPANY, a corporation of the State of Maryland, party of the third part.

WHEREAS, the said party of the third part, by its original indenture dated February 1, 1919, and recorded among the Mortgage Records of Baltimore County in Liber W.P.C. No. 555, folio 1, etc., and twenty-seven (27) indentures supplemental thereto, the last being dated July 15, 1964, and recorded among the Land Records of Baltimore County in Liber R.R.G. No. 4328, folio 445, etc., conveyed to the said party of the second part, Trustee, for the uses and purposes therein set forth, all the property of the said Baltimore Gas and Electric Company then owned or thereafter to be acquired by it; and

WHEREAS, in order to vest the title to the property hereinafter described in the said party of the second part, as Trustee under said original indenture dated February 1, 1919, and indentures supplemental thereto, it is now proposed to grant and convey the property hereinafter described directly to the said party of the second part, as such Trustee, and to the said party of the third part, subject, in all respects, to the right, title and interest of the said party of the second part, as such Trustee.

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the premises and the sum of Five ($5.00) Dollars, and other valuable considerations, this day paid, receipt whereof is hereby acknowledged, the said party of the first part do hereby grant and convey unto the said Bankers Trust Company, Trustee under the aforesaid original indenture dated February 1, 1919, and indentures supplemental thereto, and its successors in said trust, for the uses and purposes and upon the trusts in said indentures set forth, and, subject to the interest and estate so vested in Bankers Trust Company, Trustee, unto the said Baltimore Gas and Electric Company, its successors and assigns, in fee simple, all the parcel of land situate in the Fifth Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

PAID BACO 4 6 3 SEP 9 14.50 MSC

EXHIBIT 8

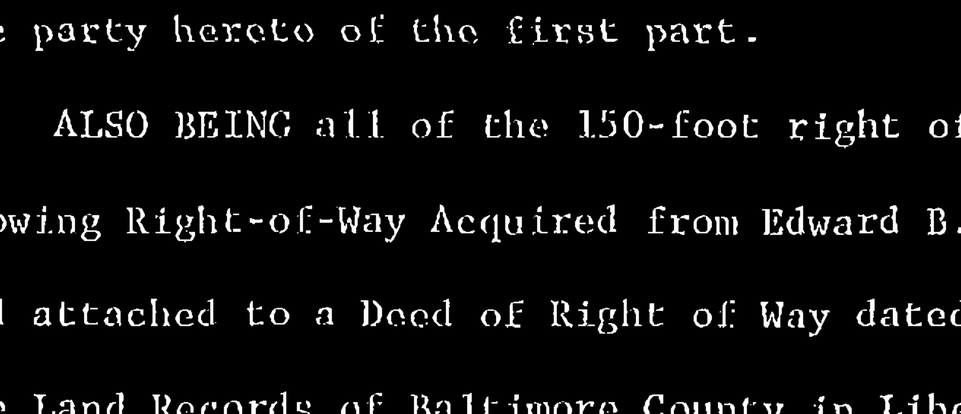
BEGINNING forthe same at a point in the center line of an existing electrical transmission line right of way, 150 feet wide, which was granted by Edward B. Miller and Lily M. Miller, his wife, to the Susquehanna Transmission Company of Maryland, by a deed of right of way dated March 27, 1931 and recorded among the Land Records of Baltimore County in Liber L.McL.M. No. 884, folio 129, said point of beginning being in the first or south 40 degrees 22 minutes east 1149.1 foot line of that parcel of land described in a Mortgage from Edward B. Miller et al to Federal Land Bank, dated June 7, 1941 and recorded among the Land Records of Baltimore County in Liber C.W.B.Jr. No. 1163, folio 576, said point of beginning being distant south 40 degrees 22 minutes east 706.20 feet, more or less, measured along said line from the beginning thereof, thence running with and binding on a part of said line, south 40 degrees 22 minutes east 76.72 feet, thence running for a line of division and on the southeasternmost side of said electrical transmission line right of way, parallel to and 75 feet distant, measured at right angles in a southeasterly direction from the center line of said right of way, south 37 degrees 29 minutes west 2090.06 feet to a point in or near the center of Blackrock Run, thence running in or near the center of said Blackrock Run, north 45 degrees 31 minutes west 75.56 feet to intersect said center line of said electrical transmission line right of way, thence still running in or near the center of said Blackrock Run, north 45 degrees 31 minutes west 75.56 feet, thence running for a line of division and on the northwesternmost side of said electrical transmission line right ofway, parallel to and 75 feet distant, measured at right angles in a northwesterly direction from the center line of said right of way, north 37 degrees 29 minutes east 2103.94 feet to intersect the aforementioned first or south 40 degrees 22 minutes east line, thence running with and binding on a part of said line, south 40 degrees 22 minutes east 76.72 feet to the place of beginning.

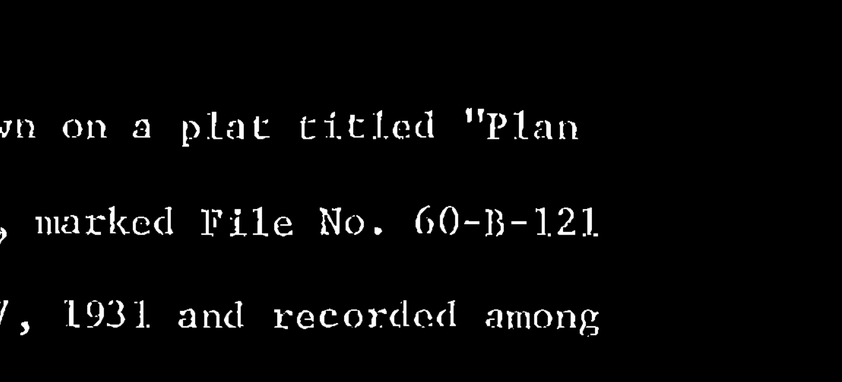
Containing 7.221 acres of land, more or less.

BEING part of that parcel of land which by Deed dated February 28, 1955 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2662, folio 10, was granted and conveyed by Arthur Edward Miller, single, to Edward Alan Miller and Alma S. Miller, his wife, as tenants by the entireties, in fee simple; the said Edward Alan Miller departed this life on or about May 28, 1964, thereby vesting title, by survivorship, in the said Alma S. Miller, the party hereto of the first part.

ALSO BEING all of the 150-foot right of way shown on a plat titled "Plan Showing Right-of-Way Acquired from Edward B. Miller", marked File No. 60-B-121 and attached to a Deed of Right of Way dated March 27, 1931 and recorded among the Land Records of Baltimore County in Liber L.McL.M. No. 884, folio 129, from Edward B. Miller and Lily M. Miller, his wife, to Susquehanna Transmission Company of Maryland.





TOGETHER with the right to have access at all times, using existing roads as far as practicable, for the construction, operation and maintenance of towers, poles, structures, wires, cables, conduits, gas pipes or other facilities upon, over or under said parcel of land, and together with the right to trim or cut down and remove all trees on the land adjacent to said parcel of land which might at any time, in the sole judgment of the parties of the second and third parts, or either of them, their successors and assigns, or the successors and assigns of either of them, be liable to interfere with or fall on any of the facilities of the party of the third part, its successors or assigns.

RESERVING, however, unto the said party of the first part, her heirs and assigns, the right to cross said parcel of land and extend roads and public utility facilities across said parcel of land anywhere except within fifty (50) feet of any structure of the said party of the third part, and if such roads or facilities interfere with the use of said parcel of land by the said party of the third part, it will relocate them, and the right to farm or use the same in any manner as long as such farming or use, in the sole judgment of the parties of the second and third parts or either of them, their successors and assigns, or the successors and assigns of either of them, will not interfere with the construction, operation and maintenance of the party of the third part's existing or future facilities, but there shall not be erected any buildings or structures thereon by the party of the first part; any crops which may be damaged on land adjacent to said parcel of land because of such construction, operation and maintenance shall be paid for at prevailing market prices by the party of the third part.

TOGETHER with any, all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD said parcel of land and premises above described, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said BANKERS TRUST COMPANY, Trustee under the aforesaid original indenture of February 1, 1919, and indentures supplemental thereto, and its successors in said trust, for the uses and purposes and upon the trusts in said indentures set forth, in fee simple.

TO HAVE AND TO HOLD said parcel of land and premises above described, and hereby intended to be conveyed, together with the rights, privileges, appurtenances

and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said BALTIMORE GAS AND ELECTRIC COMPANY, its successors and assigns, subject to the interest and estate so vested in the Bankers Trust Company, Trustee, in fee simple.

AND the said party of the first part hereby covenants that she will warrant specially the property hereby conveyed and that she will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the said party of the first part.

WITNESS:

Nancy G Bayley

Alma S. Miller (SEAL)
Alma S. Miller

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of September, 1965, before me a Notary Public of the aforesaid State, personally appeared ALMA S. MILLER, Widow, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, who signed the same in my presence, and acknowledged that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

BALTO. CO., MD. HARRY G. BAILEY NOTARY PUBLIC

Nancy G Bayley
Notary Public

My commission expires: 6/30/67

Rec'd for record SEP 9 1965 at 2 P M
Per Orville T. Gosnell, Clerk
Mail to THE TITLE GUARANTEE COMPANY
Receipt No 5096 $9.50

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original

-Deed- taken from the records of said Circuit Court as

recorded in Liber O.T.G. No. 4514

Folio 420-423 one of the Land

records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore, County

this 10 day of Sep 20 03

Clerk of the Circuit Court of Baltimore

LIBER 4902 PAGE 519

THIS DEED, Made this 23 day of July, in the year one thousand nine hundred and sixty-eight, by and between, ALMA S. MILLER, widow, party of the first part, ---------- BANKERS TRUST COMPANY, a corporation of the State of New York, Trustee, party of the second part, and BALTIMORE GAS AND ELECTRIC COMPANY, a corporation of the State of Maryland, party of the third part.

WHEREAS, the said party of the third part, by its original indenture dated February 1, 1919, and recorded among the Mortgage Records of Baltimore County in Liber W.P.C. No. 555, folio 1, etc., and twenty-nine (29) indentures supplemental thereto, the last being dated August 1, 1967, and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 4791, folio 361, etc., conveyed to the said party of the second part, Trustee, for the uses and purposes therein set forth, all the property of the said Baltimore Gas and Electric Company then owned or thereafter to be acquired by it; and

WHEREAS, in order to vest the title to the property hereinafter described in the said party of the second part, as Trustee under said original indenture dated February 1, 1919, and indentures supplemental thereto, it is now proposed to grant and convey the property hereinafter described directly to the said party of the second part, as such Trustee, and to the said party of the third part, subject, in all respects, to the right, title and interest of the said party of the second part, as such Trustee.

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the premises and the sum of Five ($5.00) Dollars, and other valuable considerations, this day paid, receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said Bankers Trust Company, Trustee under the aforesaid original indenture dated February 1, 1919, and indentures supplemental thereto, and its successors in said trust, for the uses and purposes and upon the trusts in said indentures set forth, and, subject to the interest and estate so vested in Bankers Trust Company, Trustee, unto the said Baltimore Gas and Electric Company, its successors and assigns, in fee simple, all the parcels of land situate in the -Fifth- Election District of Baltimore County, State of Maryland, and described as follows, that is to say:-




1895 1968 Jul. 26 170.00 MSC

BEGINNING for the first, (Parcel A) at a point on the northwesternmost side of an existing electrical transmission line right-of-way, 150 feet wide, which by a deed dated September 7, 1965 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 4514, folio 420 was conveyed by Alma S. Miller, widow to Bankers Trust Company, Trustee and Baltimore Gas and Electric Company; said point of beginning being in the 35th or North 32 degrees 30 minutes West 203 foot line of that parcel of land described in a mortgage dated June 7, 1941 and recorded as aforesaid in Liber C.W.B.Jr. No. 1163, folio 576 between Edward B. Miller, et al and Federal Land Bank, thence running with and binding on a part of said line to the end thereof, thence running with and binding on a part of the 36th or North 32 degrees 38 minutes West 639.3 foot line of said mortgage to the northwesternmost side of the parcel of land now being described, thence running for a line of division parallel to and 150 feet distant measured at right angles in a northwesterly direction from the northwesternmost side of the aforesaid electrical transmission line right-of-way 150 feet wide North 37 degrees 29 minutes 00 seconds East 2065 feet more or less to intersect the 1st or South 40 degrees 22 minutes East 1149.1 foot line of the above mentioned mortgage between Miller and Federal Land Bank, thence running with and binding on a part of said line to intersect the northwesternmost side of said electrical transmission line right-of-way, thence running with and binding on said side of said right-of-way South 37 degrees 29 minutes 00 seconds West 2095 feet more or less to the place of beginning.

Containing 7.2 acres of land more or less.

BEGINNING for the second (Parcel B) at a point on the southeasternmost side of an existing electrical transmission line right-of-way, 150 feet wide, which by a Deed dated September 7, 1965 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 4514, folio 420 was conveyed by Alma S. Miller, widow to Bankers Trust Company, Trustee and Baltimore Gas and Electric Company; said point of beginning being in the 1st or South 40 degrees 22 minutes East 1149.1 foot line of that parcel of land described in a mortgage dated June 7, 1941 and recorded as aforesaid in Liber C.W.B.Jr. No. 1163 folio 576 between Edward B. Miller, et al and Federal Land Bank, thence running with and binding on a part of said line to the southeasternmost side of the parcel of land now being described, thence running for a line of division parallel to and 100 feet distant measured at right angles in a southeasterly direction from the southeasternmost side of the aforesaid electrical transmission line right-of-way 150 feet wide South 37 degrees 29 minutes 00 seconds West 2105 feet more or less to intersect the 34 th or North 40 degrees 48 minutes West 181.5 foot line of the above mentioned mortgage between Miller and Federal Land Bank, thence running with and binding on a part of said line to intersect the southeasternmost side of said electrical transmission line right-of-way, thence running with and binding on said side of said right-of-way North 37 degrees 29 minutes 00 seconds East 2105 feet more or less to the place of beginning.

Containing 4.8 acres of land more or less.

The course of the northwesternmost and southeasternmost sides of the above described parcels of land is referred to the aforementioned conveyance from Alma S. Miller, Widow to Bankers Trust Company, Trustee and Baltimore Gas and Electric Company.

Being parts of that parcel of land which by a deed dated February 28, 1955 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2662 folio 10 was conveyed by Arthur Edward Miller, single to Edward Alan Miller and Alma S. Miller, wife. Edward Alan Miller departed this life on or about May 28, 1964.

Those portions of said property lying in the bed or beds of County Roads are subject to the public thereover.

The above described parcels of land are shown outlined in red on Plat No. 11969-B attached hereto and made a part hereof.

IT is agreed that the party of the first part will retain ownership of the improvements. The party of the first part agrees to move said improvements from the parcelsof land heretofore described at her own expense and risk and upon moving said improvements from their present location that she will fill in any holes, the foundation, or exposed excavation with dirt, tamp and roll the same so that the grade of surrounding shall conform with the grade of the filled in foundation, excavation or holes and the party of the first part agrees to leave said parcels of land free and clear of any debris or materials whatsoever.

The party of the first part agrees with the party of the third part that she will completely move the improvements from their present location to a location of the party of the first part's choice within one (1) year from the date of this option and in the event the party of the first part, shall fail to move said improvements within one (1) year from May 17th, 1968, then the party of the third part may proceed to remove said improvements at no expense to the party of the first part.

The party of the first part hereby releases and agrees to save harmless the party of the third part from any and all damage or injury to property or persons (including the parties hereto) resulting directly or indirectly from the work to be performed by the party of the first part. The party of the first part shall provide, or if the party of the first part sub-contracts to another, the work or removal of the improvements provided for herein, the party of the first part shall have sub-contractor provide, Bodily Injury and Property Damage insurance with minimum limits of $100,000 and Workman's Compensation insurance covering the work. It is understood and agreed that the insurance required herein is in addition to and not in substitution of the save harmless provisions hereof. Evidence of such insurance shall be submitted to the party of the third part before commencement of the work.

TOGETHER with the right to have access at all times, using existing roads as far as practicable, for the construction, operation and maintenance of towers, poles, structures, wires, cables, conduits, gas pipes or other facilities upon, over or under said parcels of land, and together with the right to trim or cut down and remove all trees on the land adjacent to said parcels of land which might at any time, in the sole judgment of the parties of the second and third parts, or either of them, their successors and assigns, or the successors and assigns of either of them, be liable to interfere with or fall on any of the facilities of the party of the third part, its successors or assigns.

RESERVING, however, unto the said party of the first part, her heirs and assigns, the right to cross said parcels of land and extend roads and public utility facilities across said parcels of land anywhere except within fifty (50) feet of any structure of the said party of the third part, and if such roads or facilities interfere with the use of said parcels of land by the said party of the third part, it will relocate them, and the right to farm and use the same in any other manner as long as such other use, in the sole judgment of the parties of the second and third parts, or either of them, their successors and assigns, or the successors and assigns of either of them, will not interfere with the construction, operation and maintenance of the party of the third part's existing or future facilities, but there shall not be erected any buildings or structures thereon by the party of the first part; any crops which may be damaged on land adjacent to said parcels of land because of such construction, operation and maintenance shall be paid for at prevailing market prices by the party of the third part.

TOGETHER with any, all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD said parcels of land and premises above described, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said BANKERS TRUST COMPANY, Trustee under the aforesaid original indenture of February 1, 1919, and indentures supplemental thereto, and its successors in said trust, for the uses and purposes and upon the trusts in said indentures set forth, in fee simple.

TO HAVE AND TO HOLD said parcels of land and premises above described, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper

use and benefit of the said BALTIMORE GAS AND ELECTRIC COMPANY, its successors and assigns, subject to the interest and estate so vested in the Bankers Trust Company, Trustee, in fee simple.

AND the said party of the first part hereby covenant that she will warrant specially the property hereby conveyed and that she will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the within named party of the first part.

WITNESS:

Alma S. Miller (SEAL)
Alma S. Miller

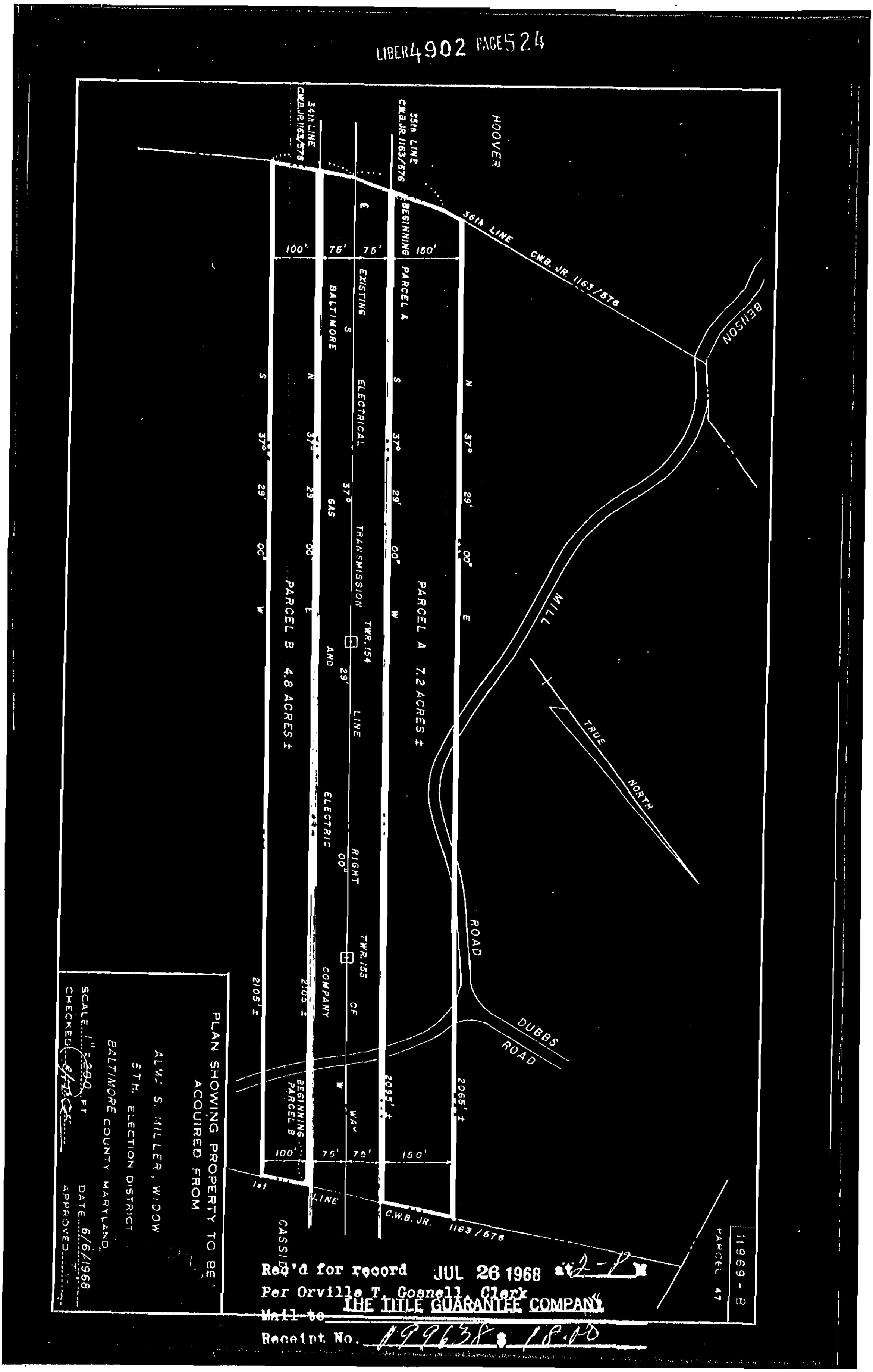
STATE OF MARYLAND, BALTIMORE ~~CITY/COUNTY~~ County, TO WIT:

I HEREBY CERTIFY that on this 23 day of July, 1968, before me, a Notary Public of said State, personally appeared ALMA S. MILLER, widow, party of the first part, known to me (orsatisfactorily proven) to be the person whose name is subscribed to the within instrument 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: June 30, 1969




Rec'd for record JUL 26 1968 at 2-12 P.M.
Per Orville T. Gosnell, Clerk
Mail to THE TITLE GUARANTEE COMPANY
Receipt No. 199638 18.00

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original ~Deed~ taken from the records of said Circuit Court as recorded in Liber O.T.G. No. 4902 Folio 510.529 one of the Land records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore, County this 10 day of Sep 20 03

Clerk of the Circuit Court of Baltimore County

**DEED OF DISTRIBUTION**

THIS **DEED OF DISTRIBUTION**, made this 12th day of March, 1998, by and between **MIRIAM DIXON**, Personal Representative of the **Estate of Alma S. Miller**, Grantor, and **M. DOUGLAS MILLER**, Grantee.

**WHEREAS**, Alma S. Miller departed this life on September 5, 1996, leaving a Last Will and Testament, dated August 30, 1983 and duly probated in the Orphans' Court for Baltimore County, Maryland in Estate No. 89100; and

**WHEREAS**, Miriam Dixon was granted Letters of Administration by the Register of Wills for Baltimore County, Maryland on December 18, 1996, which Letters are duly filed in the Orphans' Court for Baltimore County, Maryland; and

**WHEREAS**, the within transfer is made by Miriam Dixon, Personal Representative of the Estate of Alma S. Miller, pursuant to the power and authority vested in her under Item Third of the Last Will and Testament of Alma S. Miller and Sections 1-301 and 7-401 of the Estates and Trusts Article of the Annotated Code of the State of Maryland.

**WITNESSETH**, That for no monetary consideration, but pursuant to the Last will and Testament of Alma S. Miller and the First and Final Administration Account approved by the Orphans' Court for Baltimore County on December 30, 1997, Miriam Dixon, Personal Representative of the Estate of Alma S. Miller, does hereby grant and convey unto M. Douglas Miller, his personal representatives, heirs and assigns, forever in fee simple, all that tract or parcel of land situate, lying and being in the Fifth (5th) Election District of Baltimore County, State of Maryland on the north side of Benson Mill Road approximately 400 feet east of Dubbs Road which according to a survey by A. L. Snyder, Surveyor, Inc., Property Line Surveyor No. 26, is more particularly described as follows:

BEGINNING for the same at a triple walnut tree in the first or South 40 degrees 22 minutes East

LAW OFFICES
HOLLMAN, HUGHES,
FINCH & MAGUIRE
CHARTERED
WESTMINSTER, MD 21157

EXHIBIT
tabbies
9

REVIEWED SDAT
3/5/98
BY DATE

1149.1 feet line of that tract or parcel of land described in a mortgage from Edward B. Miller, et al to The Federal Land Bank of Baltimore, dated June 7, 1941 and recorded among the Land Records of Baltimore County, Maryland in Liber C.W.B., Jr. No. 1163, Folio 575 etc., said beginning tree being also the beginning of the first parcel of land described in a Deed from Frances E. Cassidy to David W. Buck, et al dated December 30, 1976 and recorded among the aforesaid Land Records in Liber E.H.K., Jr. No. 5713, Folio 182 etc., said beginning tree being also the beginning of the second or South 37 degrees 29 minutes 00 seconds West 2105 feet line of Parcel "B" described in a Deed from Alma S. Miller, widow, to Baltimore Gas and Electric Company, dated July 23, 1968 and recorded among the aforesaid Land Records in Liber O.T.G. No. 4902, Folio 519 etc., thence leaving the Baltimore Gas and Electric Company line and running with and binding on a part of the aforementioned first line of the mortgage from Miller to The Federal Land Bank and running reversely with and binding on the twenty-eighth, last, or North 32 degrees 19 minutes 34 seconds West 263.94 feet line of Cassidy to Buck, et al,

1) South 40 degrees 15 minutes 34 seconds East 243.665 feet, passing through a half inch iron pipe found at 15.315 feet and passing 0.03 feet southwest of a stone found at 107.87 feet to a railroad spike now set in the centerline of Benson Mill Road, thence for a line of division now made in or near the centerline of the road,

2) North 79 degrees 24 minutes 42 seconds West 267.28 feet to a railroad spike now set in the centerline of Benson Mill Road and in the aforementioned second line of the Baltimore Gas and Electric Company land, thence leaving the road and running with and binding on the said second line,

3) North 37 degrees 34 minutes 14 seconds East 172.64 feet to the place of beginning.

Containing 0.47199 acres of land, more or less.

BEING a part of that land granted and conveyed by Arthur Edward Miller to Edward Alan Miller and Alma S. Miller, his wife, by Deed dated February 28, 1955 and recorded among the Land Records of Baltimore County, Maryland in Liber G.L.B. No. 2662, Folio 10 etc.; the said Edward Alan Miller having departed this life on May 28, 1964 thereby vesting title solely in Alma S. Miller; the said Alma S. Miller having departed this life on September 5, 1996 and Miriam Dixon having been appointed Personal Representative of the Estate of Alma S. Miller by virtue of Letters of Administration issued pursuant to the Estates and Trusts Article of Maryland on December 18, 1996 by the Orphans' Court for Baltimore County in Estate No. 89100.

TOGETHER WITH the rights to cross, farm, extend roads, utilities and perform such other activities upon so much of those parcels of land granted and conveyed unto Bankers Trust Company and Baltimore Gas and Electric Company by Deeds dated September 7, 1965 and July 23, 1968 and recorded among the Land Records of Baltimore County in Liber O.T.G.

LAW OFFICES
HOLLMAN, HUGHES,
FINCH & MAGUIRE
CHARTERED
WESTMINSTER, MD 21157

No. 4514, Folio 420 and Liber O.T.G. No. 4902, Folio 519 as lies on the north side of Benson Mill Road and east of Dubbs Road as such rights are more particularly reserved and conditioned in said Deeds.

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

**TO HAVE AND TO HOLD** the said lot or parcel of land above-described or mentioned and hereby intended to be conveyed unto and to the proper use and benefit of the said Grantee, his personal representatives, heirs and assigns, forever in fee simple.

**WITNESS** the hand and seal of the within Grantor.

WITNESS:

John T. Maguire

Miriam Dixon (SEAL)
MIRIAM DIXON, Personal Representative of the Estate of Alma S. Miller

STATE OF MARYLAND, Carroll COUNTY: To Wit:

I HEREBY CERTIFY that on this 12th day of March, 1998, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **MIRIAM DIXON**, Personal Representative of the Estate of Alma S. Miller, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and notarial seal.

JOHN T. MAGUIRE, II NOTARY PUBLIC CARROLL CO., MD

John T. Maguire
Notary Public
My Commission Expires: 10-03-01

I hereby certify that the within instrument was prepared by an attorney.

John T. Maguire
John T. Maguire, Attorney

LAW OFFICES
HOLLMAN, HUGHES, FINCH & MAGUIRE
CHARTERED
WESTMINSTER, MD 21157

Return to: John T. Maguire, Esquire
189 East Main Street
Westminster, Maryland 21157

(7)

0012859 150

# State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: BALTIMORE

*Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.*

(Type or Print in Black Ink Only—All Copies Must Be Legible)

IMP FD SURC $ 5.00
RECORDING FEE 20.00
TOTAL 25.00
Rec't 8084 Rcpt # 44514
SM DM Blk # 1579
Nov 14, 1998 08:34 am

**1 Type(s) of Instruments** (☐ Check Box if Addendum Intake Form is Attached.)
☒ Deed ☐ Mortgage ☐ Other ☐ Other
☐ Deed of Trust ☐ Lease

**2 Conveyance Type Check Box**
☐ Improved Sale Arms-Length [1] ☐ Unimproved Sale Arms-Length [2] ☐ Multiple Accounts Arms-Length [3] ☐ Not an Arms-Length Sale [9]

**3 Tax Exemptions (If Applicable) Cite or Explain Authority**
Recordation
State Transfer
County Transfer
Per Will

**4 Consideration and Tax Calculations**

| Consideration Amount | | Finance Office Use Only — Transfer and Recordation Tax Consideration | |
|---|---|---|---|
| Purchase Price/Consideration | $ -0- | Transfer Tax Consideration | $ |
| Any New Mortgage | $ | X ( ) % = | $ |
| Balance of Existing Mortgage | $ | Less Exemption Amount – | $ |
| Other: | $ | Total Transfer Tax = | $ |
| Other: | $ | Recordation Tax Consideration | $ |
| | | X ( ) per $500 = | $ |
| Full Cash Value | $ | TOTAL DUE | $ |

**5 Fees**

| Amount of Fees | Doc. 1 | Doc. 2 |
|---|---|---|
| Recording Charge | $ | $ |
| Surcharge | $ | $ |
| State Recordation Tax | $ | $ |
| State Transfer Tax | $ | $ |
| County Transfer Tax | $ | $ |
| Other | $ | $ |
| Other | $ | $ |

Agent:
Tax Bill: 99
C.B. Credit:
Ag. Tax/Other:

**6 Description of Property** SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

| District | Property Tax ID No. (1) | Grantor Liber/Folio | Map | Parcel No. | Var. LOG (5) |
|---|---|---|---|---|---|
| 5th | See Attached | 2662/10 & 2749/59 | (27) | 77 | |

| Subdivision Name | Lot (3a) | Block (3b) | Sect/AR (3c) | Plat Ref. | SqFt/Acreage (4) |
|---|---|---|---|---|---|
| | | | | | |

Location/Address of Property Being Conveyed (2)
Benson Road / Dubbs Road / Black Rock Road

Other Property Identifiers (if applicable) | Water Meter Account No.
05-13-055400, 05-13-055402, 05-13-055401, 05-13-055125

Residential ☐ or Non-Residential ☐ Fee Simple ☐ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☐ No | Description/Amt. of SqFt/Acreage Transferred: 0.47199

If Partial Conveyance, List Improvements Conveyed:

**7 Transferred From**

| Doc. 1 - Grantor(s) Name(s) | Doc. 2 - Grantor(s) Name(s) |
|---|---|
| Miriam Dixon, PR of the Estate of Alma S. Miller | |
| **Doc. 1 - Owner(s) of Record, If Different from Grantor(s)** | **Doc. 2 - Owner(s) of Record, If Different from Grantor(s)** |
| | |

**8 Transferred To**

| Doc. 1 - Grantee(s) Name(s) | Doc. 2 - Grantee(s) Name(s) |
|---|---|
| M. Douglas Miller | |

New Owner's (Grantee) Mailing Address
11801 Big Falls Road White Hall MD 21161

**9 Other Names to Be Indexed**

| Doc. 1 - Additional Names to be Indexed (Optional) | Doc. 2 - Additional Names to be Indexed (Optional) |
|---|---|
| | |

**10 Contact/Mail Information**

Instrument Submitted By or Contact Person
Name: John T. McGuire
Firm: Hellman, Haines, Finch & McGuire, Chartered
Address: 184 E. Main St.
Westminster MD 21157 Phone: ( 410 876-3183

☒ Return to Contact Person
☐ Hold for Pickup
☐ Return Address Provided

**11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER**

**Assessment Information**
☐ Yes ☒ No Will the property being conveyed be the grantee's principal residence?
☐ Yes ☒ No Does transfer include personal property? If yes, identify:
☒ Yes ☐ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Per [signature]
Date 5-13-98 Sec 33-139 (f)
Authorized Signature

**Assessment Use Only - Do Not Write Below This Line**

☐ Terminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Tran. Process Verification
Transfer Number: Date Received: Deed Reference: Assessed Property No.

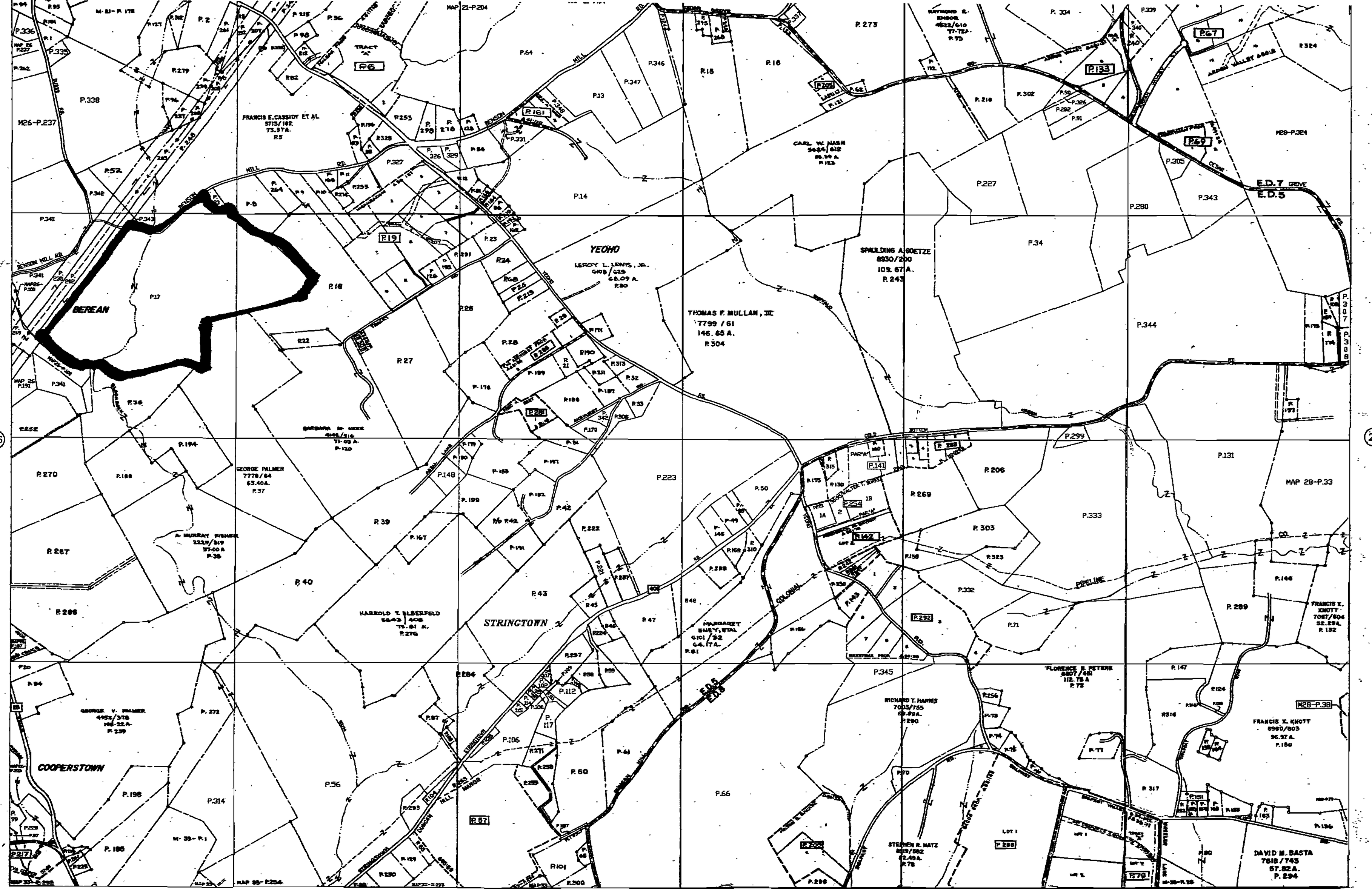
| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Year | 19 | 19 | Geo. | Map | Sub | Block | |
| Land | | | Zoning | Grid | Plat | Lot | |
| Buildings | | | Use | Parcel | Section | Corr. Cd. | |
| Total | | | Town Cd. | Ex. St. | Ex. Cd. | | |

REMARKS:

*Distribution: White - Clerk's Office*
*Canary - SDAT*
*Pink - Office of Finance*
*Goldenrod - Preparer*
*AOC-CC-300 (6/95)*

0012859 151

05-13-055400
05-13-055402
05-13-055401
05-13-055125


BEREAN
YEOHO
STRINGTOWN
COOPERSTOWN
LEROY L. LEWIS, JR. 6408/625 68.09 A. P.280
THOMAS F. MULLAN, III 7799/61 146.65 A. P.304
SPAULDING A. GOETZE 6930/200 109.67 A. P.243
CARL W. NASH 3434/612 89.99 A. P.123
FRANCIS E. CASSIDY ET AL. 5713/182 73.37 A. P.5
HAROLD T. SILBERFELD 5042/408 75.81 A. P.276
MARGARET ENSEY, ETAL 6101/52 64.17 A. P.81
RICHARD T. HARRIS 7033/755 62.89 A. P.290
STEVEN R. MATZ 8619/682 62.46 A. P.78
DAVID M. BASTA 7818/743 57.82 A. P.294
FLORENCE B. PETERS 5857/481 112.75 A. P.72
FRANCIS X. KNOTT 6960/803 96.97 A. P.150
FRANCIS X. KNOTT 7067/604 52.894 A. P.132
GEORGE PALMER 7778/64 63.40A. P.37
A. MURRAY PISMER 2232/319 37.00 A. P.38
GEORGE V. PALMER 4952/378 168.22 A. P.239
BARBARA M. MOORE 4442/514 71.03 A. P.120
RAYMOND E. EDMONDS 4623/610 72.752 A. P.93
E.D.7 GROVE
E.D.5
MAP 21-P.204
MAP 28-P.33
MAP 33-P.294
M26-P.237
M26-P.324
M28-P.38
P.1 P.2 P.5 P.6 P.14 P.16 P.17 P.19 P.22 P.23 P.24 P.25 P.26 P.27 P.28 P.34 P.39 P.40 P.43 P.50 P.52 P.56 P.57 P.60 P.66 P.71 P.91 P.131 P.133 P.141 P.142 P.146 P.147 P.148 P.150 P.158 P.161 P.167 P.168 P.174 P.175 P.176 P.178 P.179 P.180 P.186 P.188 P.189 P.190 P.191 P.194 P.196 P.198 P.199 P.206 P.218 P.219 P.222 P.223 P.227 P.235 P.239 P.243 P.252 P.253 P.254 P.255 P.256 P.257 P.258 P.259 P.260 P.261 P.262 P.263 P.264 P.265 P.266 P.267 P.268 P.269 P.270 P.273 P.280 P.282 P.284 P.288 P.289 P.290 P.292 P.293 P.294 P.296 P.297 P.299 P.300 P.301 P.302 P.303 P.304 P.305 P.306 P.310 P.311 P.312 P.313 P.314 P.315 P.317 P.323 P.324 P.325 P.326 P.327 P.328 P.329 P.331 P.332 P.333 P.334 P.335 P.336 P.337 P.338 P.339 P.340 P.341 P.342 P.343 P.344 P.345 P.346 P.347
R82 R84 R85 R86 R87 R88 R89 R90 R91 R92 R93 R94 R95 R96 R97 R98 R99 R100 R101 R102 R103 R104 R105 R106 R107 R108 R109 R110 R111 R112 R113 R114 R115 R116 R117 R118 R119 R120 R121 R122 R123

FROM THE OFFICE OF

GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS
1020 CROMWELL BRIDGE ROAD • TOWSON, MARYLAND 21286-3396

Description of Parcel One
Miller Estate
To accompany a Zoning Petition
Containing 33.26 acres of land more or less
5th Election District
Baltimore County, Maryland



Beginning for the same at a point situated South 78 degrees 12 minutes 19 seconds East 469.68 feet from the intersection of the centerline of paving of Benson Mill Road and the centerline of paving of Dubbs Road, said point of beginning also being at the beginning of the 31st or South 79 degree 24 minute 42 second East 267.28 foot line of that parcel of land described in a Deed dated March 12, 1998, between Arthur E. Miller, et al and Arthur E. Miller, et al, recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 12859 folio 120, running thence leaving said point of beginning, binding on said 31st line and the 32nd line of said deed, the two following courses;

1) South 79 degrees 24 minutes 43 seconds East 267.28 feet and
2) South 40 degrees 15 minutes 34 seconds East 20.33 feet, thence leaving the outlines of said deed, running through said parcel described in said deed, the eight following courses;
3) South 40 degrees 15 minutes 34 seconds East 953.94 feet,
4) South 81 degrees 44 minutes 26 seconds West 363.00 feet,
5) South 53 degrees 44 minutes 26 seconds West 367.12 feet,
6) North 07 degrees 14 minutes 26 seconds East 280.50 feet,
7) South 76 degrees 03 minutes 30 seconds West 555.35 feet,
8) South 18 degrees 46 minutes 25 seconds East 330.00 feet,
9) South 21 degrees 13 minutes 40 seconds West 396.06 feet and
10) South 34 degrees 13 minutes 35 seconds West 345.99 feet to the end of the 22nd line of said deed, running thence binding on the 23rd through the 30th lines of said deed, the eight following courses;
11) North 67 degrees 52 minutes 50 seconds West 123.59 feet,
12) South 88 degrees 41 minutes 22 seconds West 115.66 feet,
13) North 60 degrees 33 minutes 38 seconds West 148.71 feet,
14) South 06 degrees 08 minutes 37 seconds West 24.71 feet,
15) North 54 degrees 07 minutes 34 seconds West 148.69 feet,
16) North 46 degrees 19 minutes 34 seconds West 247.82 feet,
17) North 40 degrees 49 minutes 34 seconds West 16.23 feet and
18) North 37 degrees 34 minutes 14 seconds East 1920.46 feet to the point of beginning.

Containing 1,449,002 Square Feet or 33.26 acres of land more or less.

Being part of that parcel of land described in an Indenture dated July 27, 1815, between Jacob Lemmon and James Benson, recorded among the Land Records of Baltimore City, Maryland in Liber W.G. 133 folio 29.

Also being part of that parcel of land conveyed by Arthur Edward Miller to Edward Alan Miller, et ux, by Deed dated February 28, 1955, recorded among the Land Records of Baltimore County, Maryland in Liber G.L.B. 2662 folio 10.

STATE OF MARYLAND
ROBERT P. HENRY
No. 10856
REGISTERED
PROFESSIONAL LAND SURVEYOR

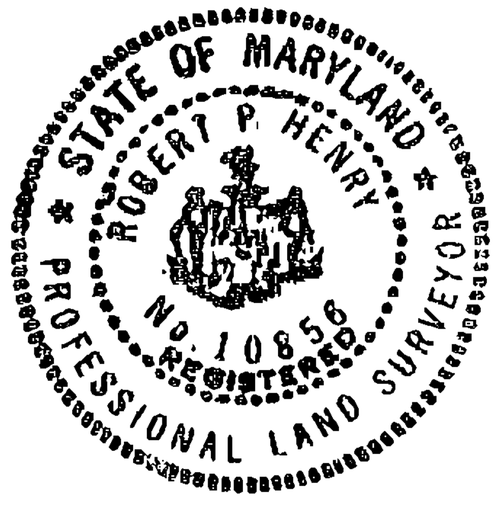
EXHIBIT
tabbies
11

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www.gwstephens.com

Also being part of that parcel of land described in a Deed dated March 12, 1998, between Arthur E. Miller, et al and Arthur E. Miller, et al, recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 12859 folio 120.

The above bearings are based on the Baltimore County Metropolitan District Grid System.

NOTE: THE ABOVE DESCRIPTION IS BASED ON A COMPILATION OF DEEDS AND DOES NOT CONSTITUTE A FIELD SURVEY AND IS FOR ZONING PURPOSES ONLY AND IS NOT TO BE USED FOR CONTRACTS, CONVEYANCES OR AGREEMENTS.



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1020 CROMWELL BRIDGE ROAD • TOWSON, MARYLAND 21286-3396

Description of Parcel Two
Miller Estate
To accompany a Zoning Petition
Containing 36.82 acres of land more or less
5th Election District
Baltimore County, Maryland



Beginning for the same at a point situated South 77 degrees 40 minutes 56 seconds East 752.97 feet from the intersection of the centerline of paving of Benson Mill Road and the centerline of paving of Dubbs Road, said point of beginning also being at the beginning of the 1st or South 89 degree 31 minute 02 second East 189.97 foot line of that parcel of land described in a Deed dated March 12, 1998, between Arthur E. Miller, et al and Arthur E. Miller, et al, recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 12859 folio 120, running thence leaving said point of beginning binding on the 1st through the 11th lines and part of the 12th line of said deed, the twelve following courses;

1) South 89 degrees 31 minutes 02 seconds East 189.97 feet,
2) North 54 degrees 00 minutes 54 seconds East 574.21 feet,
3) North 56 degrees 19 minutes 55 seconds East 292.90 feet,
4) South 36 degrees 39 minutes 54 seconds East 334.95 feet,
5) North 54 degrees 11 minutes 08 seconds East 131.15 feet,
6) South 36 degrees 32 minutes 45 seconds East 374.97 feet,
7) South 67 degrees 23 minutes 45 seconds East 194.80 feet,
8) South 64 degrees 23 minutes 45 seconds East 155.84 feet,
9) South 42 degrees 50 minutes 15 seconds East 824.51 feet,
10) South 45 degrees 13 minutes 00 seconds West 392.54 feet,
11) South 79 degrees 03 minutes 00 seconds West 301.11 feet and
12) South 78 degrees 14 minutes 30 seconds West 3.89 feet, thence leaving the outlines of said deed , running through said parcel described in said deed, the twelve following courses;
13) North 54 degrees 30 minutes 30 seconds West 127.87 feet,
14) North 77 degrees 15 minutes 30 seconds West 239.25 feet,
15) North 61 degrees 15 minutes 30 seconds West 132.00 feet,
16) North 77 degrees 15 minutes 30 seconds West 74.25 feet,
17) North 52 degrees 30 minutes 30 seconds West 231.00 feet,
18) North 21 degrees 15 minutes 30 seconds West 82.50 feet,
19) North 06 degrees 14 minutes 30 seconds East 99.00 feet,
20) North 25 degrees 44 minutes 30 seconds East 99.00 feet,
21) North 00 degrees 00 minutes 30 seconds West 99.00 feet,
22) North 22 degrees 45 minutes 30 seconds West 70.13 feet,
23) South 71 degrees 44 minutes 30 seconds West 628.86 feet and
24) North 40 degrees 15 minutes 34 seconds West 652.27 feet to the point of beginning.

Containing 1,603,943 Square Feet or 36.82 acres of land more or less.

Being part of that parcel of land described in an Indenture dated May 16, 1849, between Robert Lemmon and Mordecai Benson, recorded among the Land Records of Baltimore City, Maryland in Liber A.W.B. 413 folio 422.




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Also being part of that parcel of land conveyed by Arthur Edward Miller to Edward Alan Miller, et ux, by Deed dated February 28, 1955, recorded among the Land Records of Baltimore County, Maryland in Liber G.L.B. 2662 folio 10.

Also being part of that parcel of land described in a Deed dated March 12, 1998, between Arthur E. Miller, et al and Arthur E. Miller, et al, recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 12859 folio 120.

The above bearings are based on the Baltimore County Metropolitan District Grid System.

NOTE: THE ABOVE DESCRIPTION IS BASED ON A COMPILATION OF DEEDS AND DOES NOT CONSTITUTE A FIELD SURVEY AND IS FOR ZONING PURPOSES ONLY AND IS NOT TO BE USED FOR CONTRACTS, CONVEYANCES OR AGREEMENTS.



FROM THE OFFICE OF

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CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS
1020 CROMWELL BRIDGE ROAD • TOWSON, MARYLAND 21286-3396

Description of Parcel Three
Miller Estate
To accompany a Zoning Petition
Containing 16.91 acres of land more or less
5th Election District
Baltimore County, Maryland

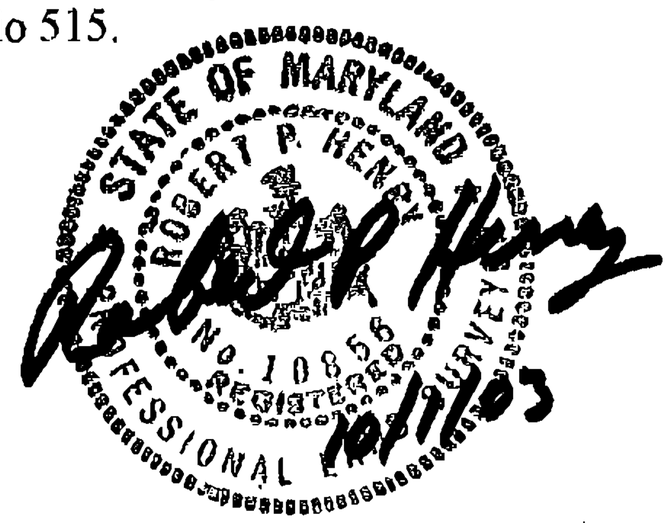


Beginning for the same at a point situated South 60 degrees 21 minutes 40 seconds East 1331.36 feet from the intersection of the centerline of paving of Benson Mill Road and the centerline of paving of Dubbs Road, thence leaving said point of beginning, running through that parcel of land described in a Deed dated March 12, 1998, between Arthur E. Miller, et al and Arthur E. Miller, et al, recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 12859 folio 120, the eleven following courses;

1) North 71 degrees 44 minutes 30 seconds East 628.86 feet,
2) South 22 degrees 45 minutes 30 seconds East 70.13 feet,
3) South 00 degrees 00 minutes 30 seconds East 99.00 feet,
4) South 25 degrees 44 minutes 30 seconds West 99.00 feet,
5) South 06 degrees 14 minutes 30 seconds West 99.00 feet,
6) South 21 degrees 15 minutes 30 seconds East 82.50 feet,
7) South 52 degrees 30 minutes 30 seconds East 231.00 feet,
8) South 77 degrees 15 minutes 30 seconds East 74.25 feet,
9) South 61 degrees 15 minutes 30 seconds East 132.00 feet,
10) South 77 degrees 15 minutes 30 seconds East 239.25 feet and
11) South 54 degrees 30 minutes 30 seconds East 127.87 feet to intersect the 12th or South 78 degree 14 minute 30 second West 989.77 foot line of said deed, running thence binding on part of said 12th line and binding on the 13th through 18th lines of said decd, the seven following courses;
12) South 78 degrees 14 minutes 30 seconds West 985.88 feet,
13) South 00 degrees 32 minutes 13 seconds East 398.24 feet,
14) South 17 degrees 00 minutes 52 seconds West 64.47 feet,
15) South 02 degrees 35 minutes 56 seconds East 65.29 feet,
16) South 03 degrees 48 minutes 19 seconds East 95.69 feet,
17) North 73 degrees 46 minutes 59 seconds West 164.77 feet and
18) North 73 degrees 25 minutes 39 seconds West 188.63 feet, thence leaving the outlines of said deed, running through said parcel described in said deed, the six following courses;
19) North 73 degrees 35 minutes 36 seconds West 191.10 feet,
20) North 18 degrees 24 minutes 24 seconds East 462.00 feet,
21) North 54 degrees 24 minutes 24 seconds East 561.00 feet,
22) North 04 degrees 24 minutes 24 seconds East 287.62 feet,
23) South 81 degrees 44 minutes 26 seconds West 247.85 feet and
24) North 40 degrees 15 minutes 34 seconds West 301.67 feet to the point of beginning.

Containing 736, 462 Square Feet or 16.91 acres of land more or less.

Being that parcel of land described in an Indenture dated May 20 1817, between Mary James and Darby Ensor, recorded among the Land Records of Baltimore City, Maryland in Liber W.G. 142 folio 515.




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Also being part of that parcel of land conveyed by Arthur Edward Miller to Edward Alan Miller, et ux, by Deed dated February 28, 1955, recorded among the Land Records of Baltimore County, Maryland in Liber G.L.B. 2662 folio 10.

Also being part of that parcel of land described in a Deed dated March 12, 1998, between Arthur E. Miller, et al and Arthur E. Miller, et al, recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 12859 folio 120.

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CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS
1020 CROMWELL BRIDGE ROAD • TOWSON, MARYLAND 21286-3396

Description of Parcel Four
Miller Estate
To accompany a Zoning Petition
Containing 11.34 acres of land more or less
5th Election District
Baltimore County, Maryland

October 1, 2003

Beginning for the same at a point situated South 10 degrees 47 minutes 40 seconds East 1031.68 feet from the intersection of the centerline of paving of Benson Mill Road and the centerline of paving of Dubbs Road, thence leaving said point of beginning, running through that parcel of land described in a Deed dated March 12, 1998, between Arthur E. Miller, et al and Arthur E. Miller, et al, recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 12859 folio 120, the four following courses;

1) North 76 degrees 03 minutes 30 seconds East 555.35 feet,
2) South 07 degrees 14 minutes 26 seconds West 726.00 feet,
3) South 20 degrees 44 minutes 26 seconds West 396.38 feet and
4) South 53 degrees 32 minutes 00 seconds West 237.76 feet to the beginning of the 21st or North 59 degree 15 minute 51 second West 361.695 foot line of said deed, running thence binding on said 21st line of said deed,
5) North 59 degrees 15 minutes 51 seconds West 361.69 feet, thence leaving the outlines of said deed, running through said parcel described in said deed, the three following courses;
6) North 34 degrees 13 minutes 35 seconds East 280.50 feet,
7) North 21 degrees 13 minutes 40 seconds East 396.06 feet and
8) North 18 degrees 46 minutes 45 seconds West 330.00 feet to the point of beginning.

Containing 493,835 Square Feet or 11.34 acres of land more or less.

Being that parcel of land described in an Indenture dated March 28, 1825, between Mathias Adrion and James Benson, recorded among the Land Records of Baltimore City, Maryland in Liber W.G. 176 folio 50.

Also being part of that parcel of land conveyed by Arthur Edward Miller to Edward Alan Miller et ux, by Deed dated February 28, 1955, recorded among the Land Records of Baltimore County, Maryland in Liber G.L.B. 2662 folio 10.

Also being part of that parcel of land described in a Deed dated March 12, 1998, between Arthur E. Miller, et al and Arthur E. Miller, et al, recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 12859 folio 120.

The above bearings are based on the Baltimore County Metropolitan District Grid System.

NOTE: THE ABOVE DESCRIPTION IS BASED ON A COMPILATION OF DEEDS AND DOES NOT CONSTITUTE A FIELD SURVEY AND IS FOR ZONING PURPOSES ONLY AND IS NOT TO BE USED FOR CONTRACTS, CONVEYANCES OR AGREEMENTS.




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GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS
1020 CROMWELL BRIDGE ROAD • TOWSON, MARYLAND 21286-3396

Description of Parcel Five
Miller Estate
To accompany a Zoning Petition
Containing 15.52 acres of land more or less
5th Election District
Baltimore County, Maryland

October 1, 2003

Beginning for the same at a point situated South 46 degrees 32 minutes 39 seconds East 1367.79 feet from the intersection of the centerline of paving of Benson Mill Road and the centerline of paving of Dubbs Road, thence leaving said point of beginning, running through that parcel of land described in a Deed dated March 12, 1998, between Arthur E. Miller, et al and Arthur E. Miller, et al, recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 12859 folio 120, the five following courses;

1) North 81 degrees 44 minutes 26 seconds East 610.85 feet,
2) South 04 degrees 24 minutes 24 seconds West 287.62 feet,
3) South 54 degrees 24 minutes 24 seconds West 561.00 feet,
4) South 18 degrees 24 minutes 24 seconds West 462.00 feet and
5) South 73 degrees 35 minutes 36 seconds East 191.10 feet to the beginning of the 19th or South 77 degree 25 minute 25 second West 825.33 foot line of said deed, running thence binding on the 19th and 20th lines of said deed, the two following courses;
6) South 77 degrees 25 minutes 25 seconds West 825.33 feet and
7) North 57 degrees 40 minutes 43 seconds West 49.57 feet, thence leaving the outlines of said deed, running through said parcel described in said deed, the four following courses;
8) North 53 degrees 32 minutes 00 seconds East 237.76 feet,
9) North 20 degrees 44 minutes 26 seconds East 396.38 feet,
10) North 07 degrees 14 minutes 26 seconds East 445.50 feet and
11) North 53 degrees 44 minutes 26 seconds East 367.12 feet to the point of beginning.

Containing 676, 252 Square Feet or 15.52 acres of land more or less.

Being part of that parcel of land conveyed by Arthur Edward Miller to Edward Alan Miller, et ux, by Deed dated February 28, 1955, recorded among the Land Records of Baltimore County, Maryland in Liber G.L.B. 2662 folio 10.

Also being part of that parcel of land described in a Deed dated March 12, 1998, between Arthur E. Miller, et al and Arthur E. Miller, et al, recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 12859 folio 120.

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REPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 01273

SEPTEMBER TERM, 2001

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CONRAD/DOMMEL, LLC

v.

WEST DEVELOPMENT COMPANY, ET AL.

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Kenney,
Adkins,
Moylan, Charles E., Jr. (Ret'd,
specially assigned),

JJ.

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Opinion by Kenney, J.

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Filed: January 29, 2003

Moreover, "[i]n appeals from grants of summary judgment, Maryland appellate courts, as a general rule, will consider only the grounds upon which the lower court relied in granting summary judgment." *PaineWebber Inc. v. East*, 363 Md. 408, 422, 768 A.2d 1029 (2001).

Because there is no dispute of material fact, "our review is limited to whether the trial court was legally correct." *Lippert v. Jung*, 366 Md. 221, 227, 783 A.2d 206 (2001). In other words, we look to whether the court correctly interpreted and applied the relevant law to the uncontested facts. *Fister v. Allstate Life Ins. Co.*, 366 Md. 201, 210, 783 A.2d 194 (2001). "As with all questions of law, we review this matter *de novo*." *Id.* The parties substantially agree on the underlying facts and that the outcome turns on an interpretation of the various documents including certain deeds.

## *III. RULES OF CONSTRUCTION*

"Ordinarily, the construction of a deed is a question of law for the court[.] ... In construing the language of a deed, the basic principles of contract interpretation apply." *Gregg Neck Yacht Club, Inc. v. County Comm'rs of Kent County*, 137 Md. App. 732, 759, 769 A.2d 982 (2001) (citations omitted). "These principles require consideration of '"the character of the contract, its purpose, and the facts and circumstances of the parties at the time of execution[.]"'" *Chevy Chase Land Co. v. United States*, 355 Md. 110, 123, 733 A.2d 1055 (1999) (quoting

*Calomiris v. Woods*, 353 Md. 425, 436, 727 A.2d 358, 363 (1999) (quoting *Pacific Indem. v. Interstate Fire & Cas.*, 302 Md. 383, 388, 488 A.2d 486, 488 (1985))).

"[T]he court is supposed to give effect to the intention of the parties, gleaned from the text of the entire instrument, unless that would violate a principle of law." *Gregg Neck*, 137 Md. App. at 759. Moreover, when "interpreting a deed whose language is clear and unambiguous on its face, the plain meaning of the words used shall govern without the assistance of extrinsic evidence." *Drolsum v. Horne*, 114 Md. App. 704, 709, 691 A.2d 742, *cert. denied*, 346 Md. 239, 695 A.2d 1227 (1997). "[W]e must consider the deed as a whole, viewing its language in light of the facts and circumstances of the transaction at issue as well as the governing law at the time of conveyance." *Chevy Chase*, 355 Md. at 123.

> "Thus the intention of a grantor is to be determined from the four corners of his deed, if possible, and if from an attempt to make such determination an irreconcilable conflict arises because of contradictions within the deed other means must be employed to ascertain the correct interpretation to be placed upon it. Words used in a deed should be construed in pari materia and a construction should be adopted which will give effect to all words. Each word and provision of the instrument should be given that significance which is consistent with, and will effectuate, the intention of the parties."

*Gregg Neck*, 137 Md. App. at 760 (quoting 4 Herbert T. Tiffany, THE LAW OF REAL PROPERTY § 981 at 112 (3d ed. 1975, 1985 Cum. Supp.)) ("Tiffany").

Language is "ambiguous if, when read by a reasonably prudent person, it is susceptible of more than one meaning." *Calomiris*, 353 Md. at 436. The determination of ambiguity is also an issue of law subject to *de novo* review. *See Calomiris*, 353 Md. at 434. "When the words in a deed '"are susceptible of more than one construction,"' the deed is '"construed against the grantor and in favor of the grantee...."'" *Gregg Neck*, 137 Md. App. at 760 (quoting *Morrison v. Brashear*, 38 Md. App. 693, 698, 382 A.2d 353 (1978) (citation omitted)).

## *IV. RIPARIAN RIGHTS*

Although the issue of riparian rights is raised on cross-appeal, we address it first, because, to some extent, appellants' arguments regarding the expansion rights are dependent on the court's ruling that Conrad/Dommel obtained the riparian rights as a result of the foreclosure deed. West argues that the riparian rights had been severed by virtue of the May 20, 1993, deed from UDI to TLC and that they were never rejoined with the land from which they were severed. It also contends that, even if they had not been severed or were rejoined, TLC demonstrated an intention to reserve the riparian rights from the Columbia deed of trust. This, West maintains, rebuts the presumption that the riparian rights were included in that deed of trust.

deed. *See Tiffany at § 667.*[16]

**C. Merger**

Conrad/Dommel argues that, to the extent any riparian rights were severed by the May 20, 1993 deed, those rights were reunified with the land at the time the Columbia deed of trust was executed. West argues that there was no reunification because intermediate estates had been created, making reunification impossible.

West frames its argument in terms of a merger of two estates. "'Under the doctrine of merger of estates in land, a lesser estate is merged into a greater estate whenever both estates meet in the same person.'" *Friends of the Ridge v. Baltimore Gas & Elec. Co.*, 352 Md. 645, 657, 724 A.2d 34 (1999) (quoting *Appeal of Gregor*, 156 Pa. Commw. 418, 627 A.2d 308, 310 (1993)). Conrad/Dommel argues that riparian rights do not constitute a "separate," or "lesser" estate, like, for example, easements, and therefore that the doctrine of merger is inapplicable.

> "Merger is the absorption of one estate in another, and takes place usually when a greater estate and a less coincide and meet in one and the same person without any intermediate estate, whereby the less is immediately merged or absorbed in the greater. To constitute a merger, it is necessary that the two estates be in one and the same person, at one and the same time, and in one and the same right." 10 R. C. L. 666. In 1 *Tiffany's*

---

[16] We point out that the both Parcel A and its riparian rights were transferred by the May 20, 1993 deed. Because both the land and its riparian rights were transferred at the same time, the riparian rights to Parcel A were not severed by the conveyance.

> *Real Property* (1st Ed.), 76, the learned author states: "It is a well-settled rule of law that whenever a greater estate and a less coincide and meet in one and the same person, without any intermediate estate, the less is immediately annihilated, or, in the law phrase, it is said to be 'merged,' that is, sunk or drowned in the greater." (Citing 2 *Blackstone's Comm.* 177, and 4 *Kent's Comm.* 99.)

*Bosley v. Burk*, 154 Md. 27, 30, 139 A. 543 (1927).

In regard to riparian rights, "[o]nce the [riparian] rights are severed, no subsequent owner of the tract will have riparian rights except if the owner independently acquires riparian rights to unite with the now limited fee in the formerly riparian land." WATERS, § 7.04(a)(2) at 7-95, 7-96 (and cases cited therein). *See also Riviera Asso. v. North Hempstead*, 52 Misc. 2d 575, 577, 276 N.Y.S.2d 249, 252 (N.Y. Sup. Ct. 1967) (suggesting that merger of severed riparian rights with its fast land is possible even though it did not occur in that case); and *Commonwealth, Marine Resources Comm'n v. Forbes*, 214 Va. 109, 197 S.E.2d 195, 199 (1973) (stating that severed riparian rights had merged with fast land when a single party acquired both).

West argues in its brief that the deed from TLC granting limited riparian rights to the Yacht Club "qualifies as an **intermediate estate** for purposes of considering whether a merger has taken place." (Emphasis by West.) This argument is necessarily limited to the riparian rights associated with Parcel

Circuit Court for Baltimore County
Case # 95 CV 5315

352 MD 645

IN THE COURT OF APPEALS OF

MARYLAND

No. 76

September Term, 1998

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FRIENDS OF THE RIDGE *et al.*

v.

BALTIMORE GAS AND ELECTRIC COMPANY

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Eldridge
Chasanow
Raker
Wilner
Cathell,
Karwacki, Robert L.
(retired, specially assigned),
Murphy, Joseph F. Jr.
(specially assigned)
JJ.

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Opinion by Cathell, J.

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Filed: February 11, 1999

In this case, Pamela and Carl Follo and Friends of the Ridge *et al.*, petitioners, appeal the affirmance by the Court of Special Appeals[1] of the decision of the Circuit Court for Baltimore County, which upheld the granting of a variance from side yard setback requirements to Baltimore Gas and Electric Company, respondent. Petitioners present three issues for our review, which we rearrange:

> [1]. Whether the Court of Special Appeals' preference given to utility companies in this zoning case conflicts with this Court's decision in *Kahl vs. Consolidated Gas and Electric,* 191 Md. 249 (1949)[.]
>
> [2]. Whether in the absence of statutory authority, an electric utility company's status, *vel non*, as a utility, may be used to justify a zoning variance, generally, and the prerequisite of "uniqueness" specifically[.]
>
> 3. Whether the evidence relied on by the Court of Special Appeals in the instant case was sufficient to support a variance, both as to the uniqueness and practical difficulty, and whether its decision conflicts with the Court of Special Appeals' decision in *Cromwell vs. Ward*, 102 Md. App. 691 (1995)[.]

We shall not directly address the questions presented.[2] We shall direct that this case be remanded to the Baltimore County Board of Appeals (Board) with instructions to enter an

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[1] *Friends of the Ridge v. Baltimore Gas & Elec. Co.*, 120 Md. App. 444, 707 A.2d 866 (1998).

[2] We note that Respondent argues that the provisions of the ordinance applicable to variances ("where special circumstances or conditions exist that are peculiar to the land or structure which is the subject of the variance request") should be read to indicate that a structure intended to be built once a variance is granted could itself be so unusual as to satisfy the uniqueness requirement of the statute. Under this argument, respondent contends that, given the characteristics of the equipment respondent proposes to erect and for which it seeks a variance, combined with the necessity that the equipment be within a certain distance of each other, its situation creates "peculiar or unusual circumstances relating to the substation *structures* which are the subject of the variance." Our failure to address this issue should not be construed as our approval or acceptance of that approach. We are reluctant to say that a proposition we are not resolving is wrong. Accordingly, we shall instead describe it as of doubtful logical force.

order that no variance was needed in the case *sub judice*.[3]

Under the ordinance at issue here, and indeed in most ordinances of which we are aware, unless the ordinance's language specifically and clearly prohibits it, an owner of contiguous parcels of real property, such as respondent, is free to combine them into larger and fewer parcels without violating the *zoning* code. In this case we are concerned only with the zoning ordinance. We first shall recite the facts and conclude by furnishing the reasons for holding that no variance was necessary in the present case.

## FACTS

Respondent, at all times pertinent to the case at bar has operated a facility called the "Ivy Hill Substation," which is situated on one of the parcels it owns near the intersection of Falls and Ridge Roads in Baltimore County, Maryland. The site, and all of the relevant surrounding area, is zoned RC-5. Under that classification, public utility facilities are permitted as special exceptions if they comply with the requirements of the Baltimore County zoning ordinance. Respondent, anticipating a need for additional capacity in the region, proposed to increase the capacity at the Ivy Hill Substation. In order to do so, respondent was required to apply for a special exception to operate an enlarged facility. Respondent applied for and obtained a special exception. In their petition for certiorari, petitioners did not challenge the granting of the special exception. Accordingly, the granting

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[3] This is consistent with the Board's initial finding that no variance was necessary. The Board apparently felt it was required to address the variance issue because respondent filed a variance petition. Respondent may have filed the variance request because opponents to the project asserted that a variance was necessary.

of the special exception is no longer at issue.

The new, enlarged substation was planned to extend onto a contiguous parcel from the original site of the existing substation. The original substation was situated on a 0.4 acre parcel. Subsequently, respondents acquired an adjacent 1.5 acre parcel and, during the proceedings at the administrative level, acquired another 0.9 acre adjoining parcel. The record reflects that all three parcels are contiguous with each other. Petitioners assert in their brief that because the parcels never were "legally combined," the Baltimore County ordinance required respondent to obtain a variance to use the three parcels as one parcel. Respondent asserts that it since has caused the three lots to be combined by a resubdivision. Petitioner alleges that this was done improperly. If, in fact, it was done improperly, that is a matter for another day.[4] We are concerned here only with the applicability of the zoning ordinance's variance provisions and not Baltimore County subdivision regulations.

**RESOLUTION**

We again note that in this case we are concerned only with the issue of the variance.

---

[4] We often have held that subdivision is not zoning. In most jurisdictions, including Baltimore County, subdivision regulations are enacted and codified separately. We did state in our recent case of *Wesley Chapel Bluemount Ass'n v. Baltimore County*, 347 Md. 125, 699 A.2d 434 (1997), that planning and subdivision matters were in the nature of zoning for the purposes of the State Open Meetings Act. That opinion was based on our perception that the Legislature intended planning and subdivision processes to be considered as zoning *under that Act*. *See generally id.* Our opinion on that matter in that case was meant to apply only to Open Meetings Act concerns, and was not meant to be of general application changing, as Judge Eldridge discussed in his dissent, the holdings of "numerous opinions of this Court which have drawn a sharp distinction between 'planning' and 'zoning.' The approval or disapproval of a development plan is simply not a 'zoning matter.' " *Id.* at 151, 699 A.2d at 447. The holding in *Wesley Chapel* is limited to the context of the Open Meetings Act.

The primary concern of the Board, however, was the simultaneously considered special exception request. The grant of that special exception is not before us. The Board originally found that the variance provisions, section 307.1, did not apply to respondent's request. The Board, for reasons we shall discuss, was correct in that finding.[5] Nonetheless, apparently assuming it was required to address the variance issue because respondent filed a petition requesting a variance, the Board granted the petition. Because no variance was required, we direct the Court of Special Appeals to remand this matter to the circuit court for it to remand to the Board. The Board shall render a finding, consistent with its initial finding, that no variance is required for respondent to utilize the entire parcel for its proposal, so long as setback requirements are met from the exterior property lines of respondent's combined parcel.

## DISCUSSION

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[5] The Board discussed the variance request, stating, in relevant part:

> [Respondent] finally must meet the tests under Section 307.1 in pursuing variance from lot line setbacks, said lot lines existing between tracts owned by [respondent]. George Gavrelis clearly points out in his testimony that Section 306 of the BCZR speaks to lot area regulations for erecting substations. [Respondent] seeks a variance under 307.1 from BCZR 1A04.3B.3 which requires a 50-foot setback from any lot line other than a street line. *The Board finds as a fact that Section 306 applies in this case and that the application for a variance under 307.1 may be treated as moot.* [Respondent] recognizes that its placement of electric utility structures on the subject site, straddling interior lot lines and certainly within *otherwise* required setbacks, *may be construed* under 1A04.3B.3 as a principal building, and is therefore requesting such variance. The Board is *compelled* to address the issue of 307.1 pursuant to the Petition. [Emphasis added.]

Zoning ordinances, including Baltimore County's ordinances, **do not create lots.** Zoning does not create parcels of real property. What zoning ordinances normally do, with respect to residential districts, is establish dimensional minimums, such as minimal lot, parcel or tract size, yard sizes (the distance between buildings and property lines), and the height of structures. In addition, such ordinances specify the number of residential units that may be placed upon the area of a tract or parcel (density), ancillary requirements such as parking minimums, bathroom minimums, and square footage minimums of buildings. Additionally, zoning ordinances can, to some extent, regulate uses of property, as distinct from dimensional requirements.[6]

Baltimore County's ordinance, like most zoning ordinances, does not define lots to include only lots delineated on plats in approved subdivisions. Section 101 defines "corner

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[6] When variance issues are involved, some cases regarding setbacks or height restrictions refer to them as "dimensional" variances, *see Bressman v. Gash*, 131 N.J. 517, 523-26, 621 A.2d 476, 479-81 (1993), and some as "deviational" variances. *See Sako v. Delsesto*, 688 A.2d 1296, 1298 (R.I. 1997). In Maryland, they are commonly referred to as "yard" variances, distinguishing them from "use" variances, but on occasion have been referred to as "dimensional" variances. *See Easter v. Mayor of Baltimore*, 195 Md. 395, 401, 73 A.2d 491, 493 (1950) ("Use variances are doubtless more serious than dimensional changes, but that is only a matter of degree."). The proof required, however, assuming the uniqueness of a subject property, can be much greater with respect to use variances when the terms "practical difficulties" and "unwarranted [undue, unusual or unreasonable] hardship" are framed in the disjunctive, "practical difficulties *or* unwarranted hardship." We noted in *Zengerle v. Board of County Commissioners*, 262 Md. 1, 21, 276 A.2d 646, 656 (1971): "a use variance is customarily concerned with unusual [unwarranted] hardship where the land cannot yield a reasonable return without a variance whereas an area variance is primarily concerned with practical difficulties." Although the phrase "reasonable return" has all but disappeared from the vocabulary of zoning, except to the extent the term "reasonable investment backed expectations," has crept into "takings" jurisprudence, *see Penn Central Transp. Co. v. City of New York*, 438 U.S. 104, 98 S. Ct. 2646, 57 L. Ed. 2d 631 (1978) and its progeny, the distinction between yard and use variances consistently has been applied through the selective application of the practical difficulty/unwarranted hardship terminology.

lot," "lot depth," "through lot" and then defines "interior lot" simply as "[a] lot other than a corner or through lot." It generically defines "lot of record," as "[a] *parcel of land* with boundaries as recorded in the land records of Baltimore County on the same date as the effective date of the zoning regulation which governs the use, subdivision or other condition thereof." *Id.* (emphasis added). The term "lots" as used in ordinances generally means parcels or tracts of land. In other words, when setbacks in respective districts are established, they generally apply to all tracts, parcels or pieces of land within the district, as indicated in the Baltimore County ordinance's definition of "setback." *See id.*

Generally, and in Baltimore County, the title or purpose clauses of zoning ordinances express concern with undersized parcels or lots, not with parcels that exceed the minimum dimensional requirements of the ordinances. The ordinance at issue here, in section 1A04.1(A)(1), which deals with Resource Conservation Zones (in the case *sub judice*, an "R.C.5 " (Rural-Residential Zone)), states in its "legislative findings" clause:

> It is found that:
>
> . . . .
>
> c. In some cases *lot sizes are inadequate* to assure long-term adequacy of on-lot sewer and water systems;
>
> d. That unless measures are implemented to assure more rational growth patterns, *including adequate lot size*, undue financial hardships will be placed on Baltimore County and the life, safety and general welfare of the citizens of the county will be adversely affected. [Emphasis added.]

The "purpose" clause provides, in relevant part:

> B. Purpose. The R.C.5 zoning classification is established, pursuant to the legislative findings above, in order to:
>
> . . . .
>
> 4. *Provide a minimum lot size* which is sufficient to provide adequate area for the proper functioning of on-lot sewer and water systems.[7]

*Id.* (emphasis added).

Efforts throughout the country, including Baltimore County, have been to restrict undersize parcels, not oversized parcels. These efforts have resulted in the creation and evolution in zoning of the doctrine of merger, which, in zoning cases, generally prohibits the use of individual substandard parcels if contiguous parcels have been, at any relevant time, in the same ownership and at the time of that ownership, the combined parcel was not substandard.[8] In other words, if several contiguous parcels, each of which do not comply with present zoning, are in single ownership and, as combined, the single parcel is usable without violating zoning provisions, one of the separate, nonconforming parcels may not then *or thereafter* be considered nonconforming, nor may a variance be granted for that separate parcel. Some cases discuss automatic merger, but most require that the intent of the owner to merge the parcels be expressed, though little evidence of that intent is required. As far as we can discern, the zoning doctrine of lot merger has never been applied in any jurisdiction

---

[7] We will address the combining of three smaller parcels into one larger parcel by respondent, *infra*. That the purpose of this section is to require adequately sized lots or parcels of land will prove especially relevant in that context.

[8] We are unaware of any Maryland cases adopting the zoning doctrine of merger.

to limit the creation of parcels that exceed minimum dimensional requirements; merger has been applied only to prohibit the later creation of undersized parcels. This, perhaps, is due to the general lack of objection to large parcels.[9] A discussion, however, of how the doctrine of merger applies conversely to the present case may help emphasize that, in the context described above, merger occurs without the need for official subdivision or conveyancing. It is accepted automatically in some jurisdictions or, most often, with minimum proof of the owner's intent in other jurisdictions and always without the necessity of official action. We see no reason why a doctrine that seeks to prevent the proliferation or use of nonconforming, undersized lots by holding that they have been combined or merged into a larger parcel should not, as far as zoning is concerned, be applied properly to permit the creation, through the combining by use of a larger parcel from already conforming smaller parcels, without the necessity of official action or conveyancing.

One of the seminal cases discussing the doctrine of merger with respect to zoning is the New Jersey case of *Loechner v. Campoli*, 49 N.J. 504, 231 A.2d 553 (1967). In 1936, Mrs. Loechner and her late husband acquired lots numbered 186 through 188 on a surveyor's map or plat. Each lot was twenty-five feet wide by one hundred feet in depth. Prior to 1952, the Loechners erected a single house on the three lots. In 1952, Rudolph Loechner acquired two adjoining lots, numbered 189 and 190. These new lots remained vacant. When Rudolph

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[9] There are social concerns that raising minimum parcel or lot size or raising minimum square footage requirements can result in exclusionary zoning that may, in some circumstances, be invalid. Exclusionary zoning issues have not been raised in the case at bar.

Loechner died, he devised lots 189 and 190 to his wife. Accordingly, upon his death, his wife owned all five lots, 186 through 190, and the house that had been erected on lots 186, 187, and 188.

Mrs. Loechner subsequently contracted to sell lots 189 and 190 to Anthony Villani. Villani applied for a variance to build on his two lots, neglecting to mention that he had purchased the lots from an owner who had owned all five lots at one time. Although he obtained a variance, he was denied a building permit on grounds that subdivision approval was required because the five lots, when in common ownership, had merged into one parcel and the subsequent off-conveyance of the two lots to Villani was, in fact, a resubdivision of more parcels from a lesser number of parcels (one tract composed of the five lots). Mrs. Loechner took the position that resubdivison was unnecessary because all five lots were shown on the map or plat when she and her husband acquired the lots.

The Supreme Court of New Jersey noted that "[t]he acquisition of title by plaintiff to Lots 189 and 190 which were contiguous to Lots 186-188 created one parcel or tract of land consisting of five separate lots." *Id.* at 508, 231 A.2d at 555. Explaining that a state statute defined subdivision as "division of a lot, tract, or parcel of land into two or more lots," *id.* at 509, 231 A.2d at 555, the court discussed the meaning of the word "lot" in that context, noting that it retained its traditional meaning as a parcel or tract of land:

> The word "lot" as used in the Subdivision Act must be read in context with the words "tract or parcel of land" in order to ascertain its meaning. Consistent with recognized principles of statutory construction "lot" takes its meaning from the other two words with which it is associated. *Martell v. Lane*, 22 N.J. 110, 123 A.2d 541 (1956); *Salz v. State House Commission*, 18

> N.J. 106, 112 A.2d 716 (1955); *State v. Murzda*, 116 N.J.L. 219, 183 A. 305 (E. & A. 1936); 2 *Sutherland, Statutory Construction* § 4908 (3*d ed.* 1443). Thus considered "lot" is synonymous with "tract or parcel." The phrase "lot, tract or parcel of land" has traditionally been used to connote any portion or piece of realty. N.J.S.A. 40:55— 1.2 contemplates supervision of the division of a large tract or parcel of land into two or more smaller tracts or parcels. The Subdivision Act is not concerned with the manner in which land is described for conveyancing purposes but rather with what use is made thereof.

*Id.* at 510-11, 231 A.2d at 556-57.

Much the same can be said for zoning. Zoning is concerned with dimensions and uses of land or structures, not with any particular description "lot," "parcel," or "tract" applicable to or necessary for conveyancing. Conveyancing is a separate area of law involving the transfer of property between buyers and sellers that generally is not directly connected with government regulations and restrictions on the use of property through the zoning power. In zoning, the term lot normally is generic and used interchangeably to describe parcels, tracts, pieces or sections of land.[10]

After *Loechner,* the doctrine of merger continued to evolve. It was described more concisely in *Somel v. Board of Adjustment,* 277 N.J. Super. 220, 228, 649 A.2d 422, 426 (1994): "[S]eparate *undersized* but contiguous lots fronting on the same street in single ownership ordinarily merge into one lot and conveyance of a portion will require subdivision

---

[10] In an earlier case, *Hutzler v. Mayor of Baltimore*, 207 Md. 424, 429, 114 A.2d 608, 611 (1955), which involved a parcel of land 200 feet by 380 feet, we noted that the statute at issue defined a "lot as '. . . a parcel of land now or hereafter laid out and occupied by one building and the accessory buildings or uses customarily or necessarily incident to it, including such open spaces as are required by this ordinance.'" (Omission in original.) In *Hertelendy v. Montgomery County Bd. of Appeals*, 245 Md. 554, 568-69, 226 A.2d 672, 681 (1967), we noted, without comment, that an ordinance's variance provisions addressed "parcels of property" and then, without making any distinction, described the parcel of property as "Lot 23-B."

and variance approval." (Emphasis added.) As is evident, the doctrine is designed to limit the creation of undersized parcels by *presuming* that merger can occur when contiguous lots exist in common ownership. As we have indicated, some jurisdictions presume merger automatically; in most jurisdictions, however, there must be some evidence of the owner's intent to merge. In the present case, respondent asserts a right to combine the contiguous parcels and to use them as a single parcel. Therefore, to the extent the doctrine is held to apply in this State under these converse circumstances, the existence of merger is admitted in the case *sub judice*.

In *Iannucci v. Zoning Board of Appeals*, 25 Conn. App. 85, 592 A.2d 970 (1991), the applicant submitted a variance application to reposition a house entirely on one lot. At the time of the application, the house was built on two lots, with the attached porch on one lot and the main body of the house on the other. The purpose of the variance was to allow the property owner to build a new house on the vacated lot. The zoning body denied the variance, finding that "'when a portion of the dwelling on lot two was constructed over the property line, lots one and two were effectively combined.'" *Id.* at 87, 592 A.2d at 971. The Connecticut Appellate Court held:

> Contiguous land owned by the same person does not necessarily constitute a single lot. A merger can occur, however, if the owner of contiguous parcels of land intends to form one tract. The owner's intent "may be inferred from his conduct with respect to the land and the use which he makes of it." Intent is an inference of fact and "is not reviewable unless it was one which the trier could not reasonably make."
>
> . . . [B]oth lots were purchased by the plaintiff's parents. A portion of the dwelling was later constructed over the property line . . . . It was

reasonable for the [administrative agency] to infer that the actions of the plaintiff's parents effectively merged the lots. Once these lots were merged, they could not thereafter be redivided into two separate lots [without complying with the subdivision process].

The plaintiff's assertion that the lots remain separate because they appear separately on the original subdivision plan is not persuasive. A reference to multiple lots "from a map filed in the land records does not compel a finding of an absence of merger. . . . Such a conclusion conflicts with the basic proposition that in a determination of the factual issue of merger, the intent of the property owners must be ascertained and that no single factor is dispositive."

*Id.* at 89-90, 592 A.2d at 972-73 (citations omitted) (some quotations marks omitted). In *Appeal of Gregor*, 156 Pa. Commw. 418, 423-24, 627 A.2d 308, 310-11 (1993), the Pennsylvania Commonwealth Court said:

> Under the doctrine of merger of estate[s] in land, a lesser estate is merged into a greater estate whenever both estates meet in the same person. This doctrine has no application, however, to zoning law and the construction of a zoning ordinance where, as here, the term "merger" is used to describe the effect of a zoning ordinance on lots held in common ownership and is related to the issue of the physical merger of adjoining lots. . . .
>
> . . . The burden is placed upon the party who asserts a physical merger to establish the landowner's intent to integrate the adjoining lots into one large parcel. [Citations omitted.]

*See also Skelley v. Zoning Bd. of Review*, 569 A.2d 1054, 1056 (R.I. 1990) ("The concept of merger of contiguous nonconforming lots in common ownership as an appropriate method to combine nonconforming lots is gaining increased recognition.").

We shall hold that a landowner who clearly desires to combine or merge several parcels or lots of land into one larger parcel may do so. One way he or she may do so is to integrate or utilize the contiguous lots in the service of a single structure or project, as

respondent proposes in the instant case.[11] Although this is not the general application of the doctrine of merger as it relates to zoning, we perceive no rational objection to applying the same principles to the circumstances of this case, resulting in a larger parcel. For title purposes, the platted lot lines may remain, but by operation of law a single parcel emerges for zoning purposes. At least three of our sister jurisdictions appear to have moved in the same direction. For example, the New Jersey Superior Court in *Bridge v. Neptune Township Zoning Board*, 233 N.J. Super. 587, 592-93, 595, 559 A.2d 855, 858, 859 (1989), discussed merger where a house had been constructed so it extended across the property lines of two parcels in common ownership:

> The pivotal question is whether lot 686 retained its identity as a separate and distinct parcel for land use regulation purposes. Integral to that issue is the distinction, for land subdivision regulation purposes, between (1) the assembling in common ownership of two contiguous non-conforming lots both of which front on existing streets where the owner constructs a single-family residential dwelling so as to cover all or part of both lots, and (2) such similarly assembled lots where one or both of the lots remains entirely vacant. In the latter instance, the lots *may* retain their identity, but in the former instance, the lots lose their identity and merge into a single parcel.
>
> . . . .
>
> When a person acquires ownership of contiguous non-conforming lots that are delineated as separate tracts on any map, and then builds a single-family structure so that it overlaps both lots, the lots merge into a single tract

---

[11] An owner of contiguous parcels who erects a structure in what would ordinarily be a setback of one of the individual parcels might, under this doctrine, although we do not now decide it, also cause a combination of lots thus restricting the future alienability of the unbuilt upon parcel because the conveyance of that parcel would cause the property upon which the structure is built to be in violation of the ordinance. Such an owner would also risk being forced to bring that parcel into conformity by removing the structure from the setback.

> and are subject to the [Municipal Land Use Law] and its restrictions for future subdivision purposes as long as the structure remains on any part of both lots. Lot 686 cannot recover its separate identity so long as a portion of the house remains where it is. . . .

In *Molic v. Zoning Board of Appeals,* 18 Conn. App. 159, 163-65, 556 A.2d 1049, 1051-52 (1989), which did not involve the zoning doctrine of merger, the court, upholding an agency's finding that no merger had occurred where a swimming pool had been constructed across two parcels of land, nonetheless stated:

> The plaintiffs claimed that all of the property . . . had been merged by use and intent into one parcel, and that the 1984 map that showed three lots was an unapproved subdivision. . . .
>
> An owner of contiguous parcels of land *may merge those parcels to form one tract if he desires to do so.* An intent on the part of the owner to do so may be inferred from his conduct with respect to the land and the use which he makes of it. . . . Intent is a question of fact.
>
> The plaintiffs have cited no authority . . . for the proposition that an owner *must* be deemed to have merged contiguous lots. The one exception we have found . . . is that . . . some zoning regulations . . . may require, either expressly or implicitly, that under certain conditions a nonconforming lot merges with contiguous land owned by the same owner [the zoning concept of the doctrine of merger]. This is an understandable requirement because it furthers the general zoning purpose of eliminating nonconforming lots. . . .
>
> . . . .
>
> . . . Contiguous land all owned by the same person does not *necessarily* constitute a single lot. [Emphasis added.] [Citations omitted.] [Footnote omitted.]

Although *Molic* describes the general merger of parcels as being fact-based by not recognizing automatic merger, it appears to accept that the owner may combine contiguous tracts if he or she intends to do so.

The Pennsylvania Commonwealth Court, although addressing the doctrine of merger in a case involving zoning nonconformity, stated, without objection to the construction of structures across parcel boundaries, that:

> This is not to say, however, that once two adjoining lots are shown to be in "single and separate ownership" at the time of the relevant zoning ordinance, these lots must *always* be developed as two separate parcels. For example, a landowner who has acquired two adjoining lots after the passage of a zoning ordinance which rendered one or both of the lots undersized may *use* both lots in such a manner so as to integrate both lots into one large tract (explicitly demonstrated by building a house which straddles the common border).

*Township of Middletown v. Middletown Township Zoning Hearing Bd.*, 120 Pa. Commw. 238, 245, 548 A.2d 1297, 1300 (1988).

We are especially cognizant that in those jurisdictions that have expressly or impliedly recognized the doctrine of merger in zoning cases, none has required a formal re-subdivision as an element of merger. In fact, they generally reject both attempts to resubdivide into substandard parcels after a merger into a larger parcel has occurred and attempts to obtain variances from the nonconformity of the original parcels after a merger has created a larger conforming parcel. In those cases in which the erection of structures across borders have raised merger issues, none of the cases we have examined ever question the right of property owners of multiple contiguous parcels to treat them as one parcel. These courts generally assume that it is permissible and not in violation of zoning principles. Moreover, the construction of structures extending over more than one parcel or lot would not, in our view, affect the boundary lines (or lot lines) of the two parcels. They remain in place until a deed of conveyance or a new subdivision (generally defined

as the creation of more parcels from fewer parcels) is created.[12] Perhaps even more important is the implication of the definition of "setback" contained in Baltimore County Zoning Regulations, section 101:

> The required minimum horizontal distance between the building line (as defined in Section 101) and the related front, side or rear *property line.* [Emphasis added.]

Building line is defined as "[t]he line established by law beyond which a building shall not extend." *Id.* When the ordinance refers to "lot" lines with respect to setbacks, it refers to

---

[12] The Baltimore County Zoning Regulations in its general definitions section defines subdivision as:

> The division of any tract or parcel of land, including frontage along an existing street or highway, into two or more lots, plots or other divisions of land *for the purpose, whether immediate or future, of building development for rental or sale*, and including all changes in street or lot [parcel, tract] lines; provided, however, that this definition of a subdivision shall not include divisions of land for agricultural purposes. [Emphasis added.]

The Baltimore County *Planning, Zoning and Subdivision Control* statute, in Article I, Section 26-1 defines subdivision as:

> *Subdivision* means the division of a lot, tract, or parcel of land into two (2) or more lots, sites, or other divisions of land for the purpose, whether immediate or future, of sale or building development . . . . Subdivision also includes resubdivision and, where appropriate to the context, relates to the process and subdividing or to the lands or territory divided.

Clearly, respondent was combining, not dividing, parcels and not combining them for purposes of rental or sale. It was not creating more parcels from less parcels, at least until pressured to seek subdivision, an issue not before us, or was it seeking to make any "dimensional" changes, or to change parcel or "lot" lines. Nor has it changed the boundaries of its total parcel. As we have said, unless otherwise indicated, "lot" as used in zoning or subdivision definition is the equivalent of "parcel" or "tract."

lot lines generically, *i.e.*, property lines. The ordinance's setback provisions are met when the various "yard" requirements exist between buildings and property lines.

There is no claim that any structures in the case at bar extend, or will extend, into any required "yards" or setbacks from the exterior property lines of the entire parcel now owned by respondent. It thus does not need a variance. As a result, we remand to the Court of Special Appeals and order it to remand this case to the trial court so it may return this matter to the Baltimore County Board of Appeals with instructions to render a finding, consistent with its initial finding, that no setback variance from "interior lot lines" is required in the case *sub judice*. The appropriate method created by Baltimore County to address the enlargement of this substation was by way of the special exception provisions. As we have noted, the grant of the special exception was not presented as a question in the certiorari petition.

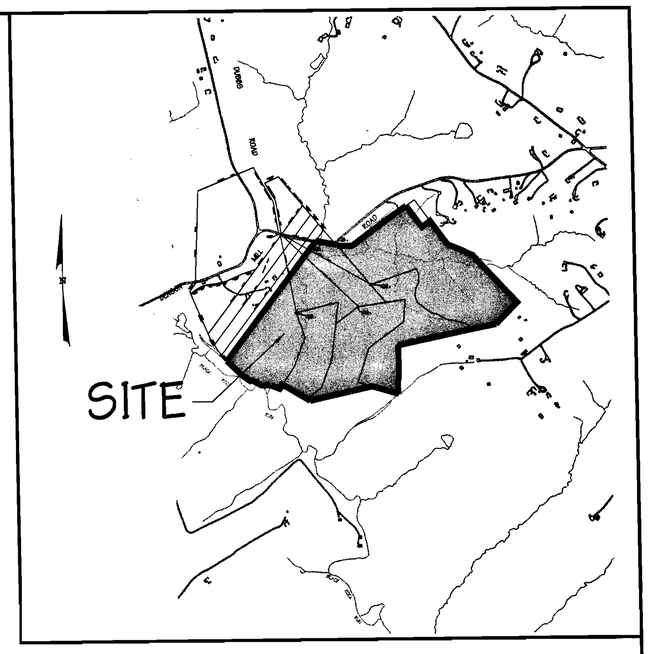
Respondent, insofar as the variance issues raised in this appeal are concerned, is entitled by right to construct the enlargement of the Ivy Hill Substation on its entire parcel without regard to the original "lot lines" that initially separated the three individual parcels, which now make up the larger combined parcel.

**JUDGMENT OF THE COURT OF SPECIAL APPEALS AFFIRMED IN PART AND VACATED IN PART; THAT PORTION OF THE COURT OF SPECIAL APPEALS JUDGMENT RELATING TO THE VARIANCE IS VACATED; CASE REMANDED TO THAT COURT WITH INSTRUCTIONS TO VACATE THAT PORTION OF THE JUDGMENT OF THE CIRCUIT COURT**

**RELATING TO THE VARIANCE AND REMAND THE CASE TO THE CIRCUIT COURT WITH INSTRUCTIONS TO REMAND THE CASE TO THE BOARD OF APPEALS FOR A DECISION CONSISTENT WITH THIS OPINION; COSTS IN THIS COURT AND IN THE COURT OF SPECIAL APPEALS TO BE PAID BY PETITIONERS.**

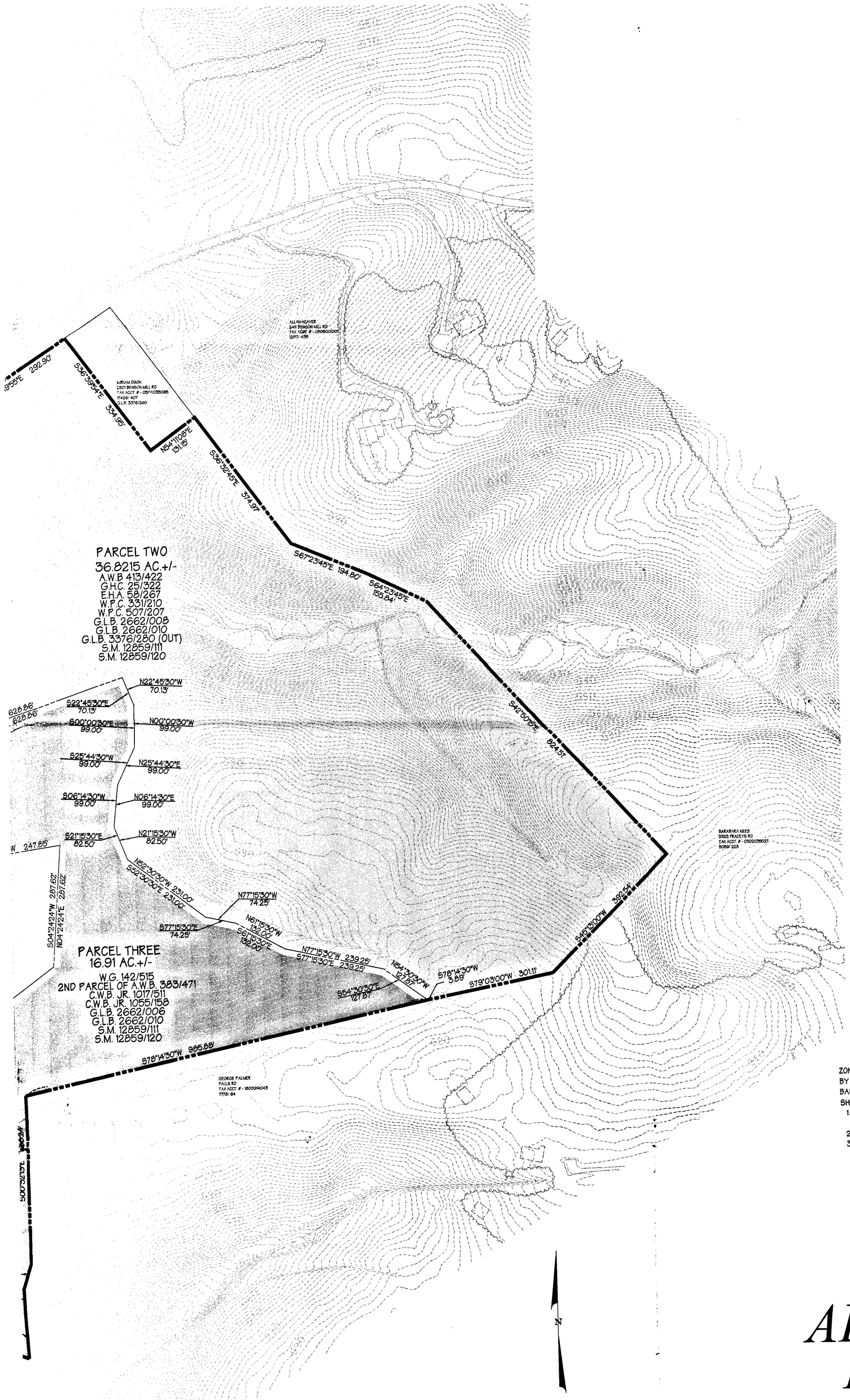
Friends of the Ridge et al. v. Baltimore Gas and Electric Company
No. 76, September Term, 1998

**HEADNOTE:** The combining or merging of contiguous parcels or tracts of land in single ownership is normally permitted. Unless specifically prohibited by statute, two parcels may be combined or merged to create a larger parcel if in common ownership, so long as the common owners intend a combination or merger. Intent may be indicated whenever a structure or project is constructed across the boundaries of contiguous parcels or are proposed to be constructed.




## VICINITY MAP

SCALE: 1" = 1000'




## SITE DATA

1. OWNERS - PARCEL 17 - ARTHUR MILLER & LOUISE MCFADDEN
   DOUGLAS MILLER & JANET BURNS
   2725 BENSON MILL RD
   SPARKS MD 21152
2. GROSS AREA OF SITE = 113.85 AC +/- = 4,969,552.50 S.F.
3. NET AREA OF SITE = 113.85 AC +/- = 4,969,552.50 S.F.
4. EXISTING ZONING - RC - 2
5. EXISTING USE - AGRICULTURAL
6. PROPOSED USE - AGRICULTURAL / RESIDENTIAL
7. DEED REFERENCE'S - PARCEL 17 - 12859/ 120 & 12859/ 111

ZONING RELIEF REQUEST:

BY SPECIAL HEARING UNDER SECTION 500.7 OF THE ZONING REGULATIONS OF BALTIMORE COUNTY, TO DETERMINE WHETHER OR NOT THE ZONING COMMISSIONER SHOULD APPROVE AND CONFIRM THAT:

1. THE SUBJECT PROPERTY IS ACTUALLY COMPOSED OF (5) FIVE SEPERATE PARCELS THAT ARE DESCRIBED BY RECORDED DEEDS;
2. SUCH (5) FIVE SEPERATE PARCELS LEGALLY EXISTED PRIOR TO NOVEMBER 27, 1979;
3. EACH OF THE (5) FIVE PARCELS HAS A GROSS AREA BETWEEN (2) TWO AND (100) ONE HUNDRED ACRES AND MAY BE SUBDIVIDED IN ACCORDANCE WITH SECTION 1A01.3.B.1 OF THE B.C.Z.R.

*PLAT TO ACCOMPANY SPECIAL HEARING REQUEST*

# *ALMA MILLER PROPERTY*

EXHIBIT 2

*COUNCILMANIC DISTRICT - 3*

*ELECTION DISTRICT - 5*

*DATE: OCTOBER 1, 2003*

ROBERT & LINDA LOSEY 2ND
18420 DUBBS RD
TAX ACCT # - 2030077597
11997/ 232 & 13146/ 87

CHARLES CASSIDY
BENSON MILL RD
TAX ACCT # - 1700010075

CHARLES CASSIDY
YEOHO RD
TAX ACCT # - 1700010074
5781/ 182

ALED & CAROLINE MONTAGUE
2234 STRINGTOWN RD
TAX ACCT # 2000009394
15360/ 208

WILLIAM BRIDGELAND
2801 BENSON MILL RD
TAX ACCT # 0806065470
13818/ 488

BALTIMORE GAS & ELECTRIC
BENSON MILL RD
TAX ACCT # - 0602000666

WILLIAM BRIDGELAND
2801 BENSON MILL RD
TAX ACCT # - 0806065470
(5618) 456

BALTIMORE GAS & ELECTRIC
YEOHO RD
TAX ACCT # - 0602000649
4659/ 193

BALTIMORE GAS & ELECTRIC
BENSON MILL RD
TAX ACCT # - 0602000691
5781/ 190

BALTIMORE GAS & ELECTRIC
BENSON MILL RD
TAX ACCT # - 0602000675
5781/ 190

BALTIMORE GAS & ELECTRIC
BENSON MILL RD
TAX ACCT # - 0602000682
4659/ 193

EMIL ESCHORN /
PAISS RD
TAX ACCT # - 1600006079
13823/ 16 & 13823/ 11

DUBBS ROAD

BENSON MILL ROAD

BLACK ROCK

N68°23'21"E 780.77'
S28°39'22"E 235.27'
N65°51'58"E 192.36'
N30°53'22"W 258.39'
S30°53'22"E 254.71'
S83°53'47"E 412.73'
N8°53'47"W 418.67'
S40°15'34"E 236.04'
S40°15'34"E 240.06'
S40°15'34"E 150.00'
S40°15'34"E 150.00'
S40°15'34"E 243.67'
S40°15'34"E 264.00'
S35°37'34"W 438.88'
N81°6'13"E 30.00'
N81°6'13"E 18.44'
S78°12'19"E 469.68'
S77°40'56"E 752.97'
172.64'
S79°24'43"E 267.28'
S40°15'34"E 20.33'
S89°31'02"E 189.97'
N54°00'54"E 574.21'
S60°21'40"E 1351.36'
N40°15'34"W 652.27'
S40°15'34"E
S46°32'39"E 1367.79'
S71°44'30"W
N71°44'30"E
N20°15'34"W 301.67'
581°44'26"
S81°44'26"W 363.00'
N81°44'26"E 610.85'
S76°03'30"W 555.35'
N76°03'30"E 555.35'
280.50'
N07°14'26"E
S53°44'26"W 367.12'
N53°44'26"E 367.12'
507°14'26"W 726.00'
445.50'
N07°14'26"E
S10°47'40"E 1031.68'
N37°34'14"E 1920.46'
S37°34'14"W 1176.36'
S23°43'35"W 1161.69'
S37°34'14"W 1101.69'
S37°34'14"W 1031.55'
S37°34'14"W 1146.18'
S37°34'14"W
N70°29'11"E 204.28'
N66°47'27"E 142.43'
N84°37'4"E 117.44'
N78°58'12"E 69.40'
N73°9'33"E 74.98'
N74°27'53"E 63.08'
N59°23'41"E 52.28'
N55°27'9"E 119.50'
N35°19'28"E 127.80'
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N22°39'34"W 596.28'
N82°31'34"W 205.27'
N40°49'34"W 165.91'
N40°49'34"W 162.3'
N46°19'34"W 247.82'
S06°08'37"W 24.71'
N54°07'34"W 142.69'
N60°33'38"W 148.71'
S88°41'22"W 115.66'
N67°52'50"W 125.59'
S34°13'35"W 65.49'
S34°15'35"W 345.89'
N34°15'35"E 280.50'
S21°13'40"W 396.06'
N21°13'40"E 396.06'
S20°44'26"W 396.00'
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S02°35'56"E 65.29'
S03°48'19"E 95.69'
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N73°25'59"W 138.73'
N59°15'51"W 361.69'
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N53°32'00"E 237.76'
N57°40'43"W 49.57'
S77°25'25"W 825.33'
N18°46'25"W 518.46'
S18°46'25"E 330.00'
330.00'

P.O.B. PARCEL 1
P.O.B. PARCEL 2
P.O.B. PARCEL 3
P.O.B. PARCEL 4
P.O.B. PARCEL 5

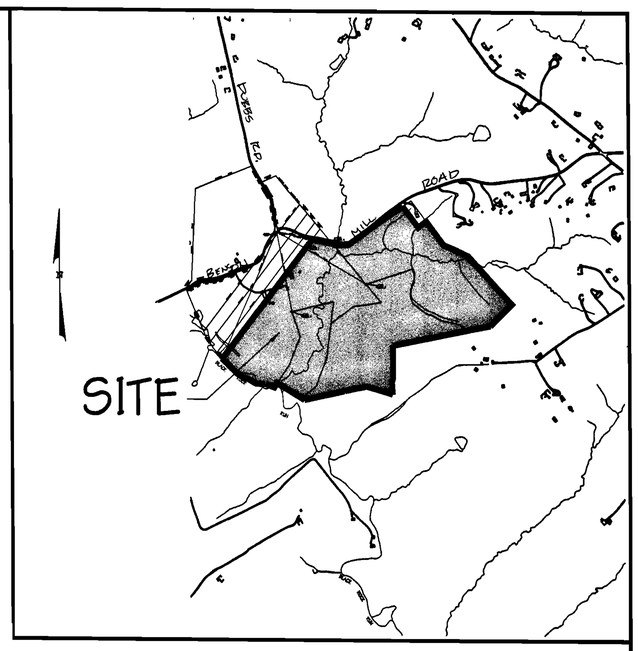
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W.G. 133/29
G.H.C. 25/322
E.H.A. 58/267
W.A.C. 275/105 (OUT)
W.A.C. 331/210
W.P.C. 507/207
G.L.B. 2662/008
G.L.B. 2662/010
G.L.B 2749/99 (IN)
S.M. 12859/111
S.M. 12859/120

PARCEL FOUR
11.3369 AC.+/-
W.G. 176/50
G.H.C. 25/322
E.H.A. 58/267
W.P.C. 331/210
W.P.C. 507/207
G.L.B 2662/008
G.L.B 2662/010
S.M. 12859/111
S.M. 12859/120

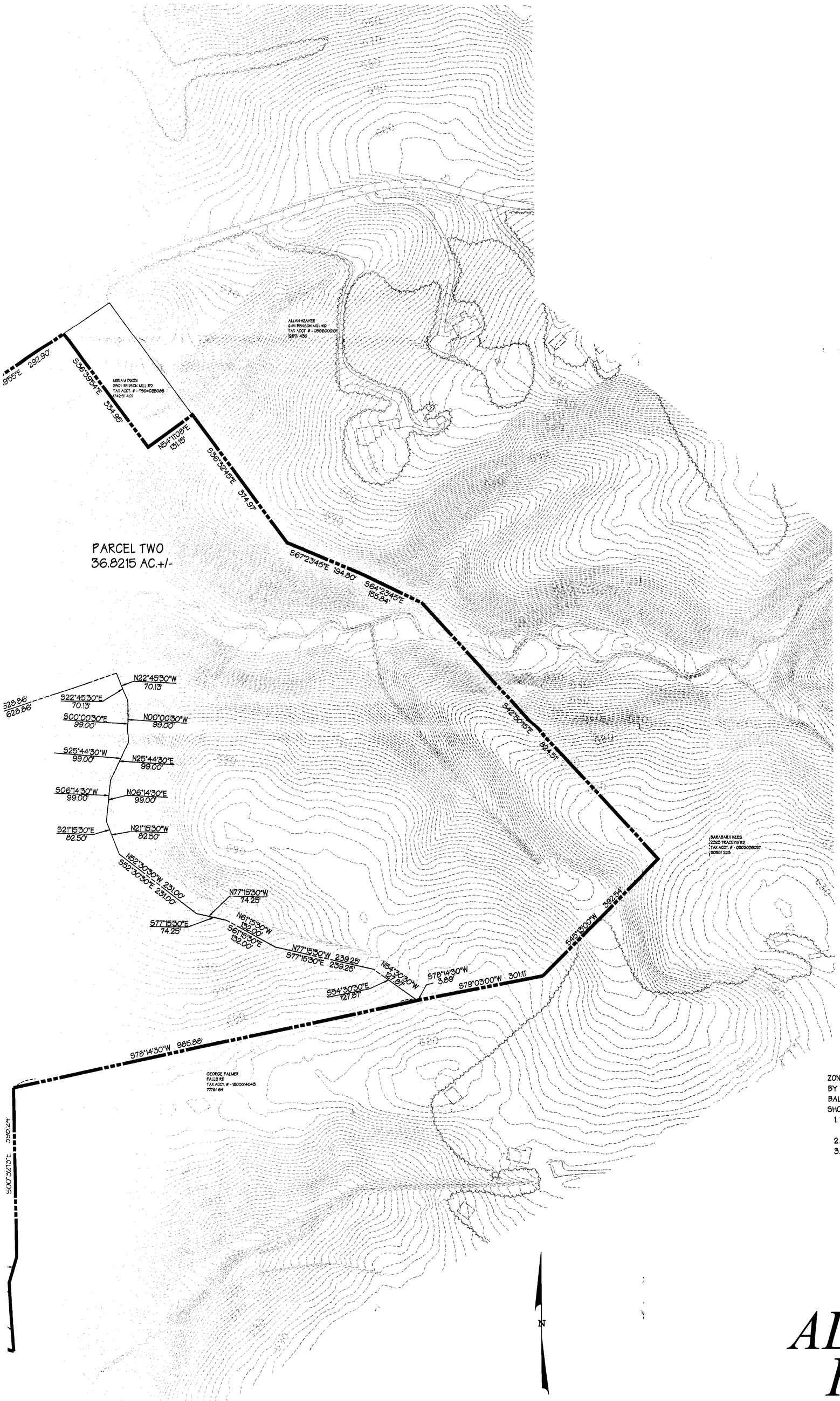
PARCEL FIVE
15.52 AC.+/-
1ST PARCEL OF A.W.B. 383/471
C.W.B. JR. 1017/511
C.W.B. JR 1055/158
G.L.B 2662/006
G.L.B. 2662/010
S.M. 12859/111
S.M. 12859/120

GEORGE WILLIAM STEPHENS, JR.
AND ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1020 CROMWELL BRIDGE ROAD
TOWSON, MARYLAND 21286-3396
(410) 825-8120

STATE OF MARYLAND
DAVID LLOYD MARTIN




VICINITY MAP
SCALE: 1" = 1000'




SCALE: 1" = 100'

## SITE DATA

1. OWNERS - PARCEL 17&341 - ARTHUR MILLER & LOUISE MCFADDEN
   DOUGLAS MILLER & JANET BURNS
   2725 BENSON MILL RD
   SPARKS MD 21152
   PARCEL 340 - MIRIAM DIXON
   2724 BENSON MILL RD
   SPARKS MD 21152
   PARCEL 342 - DOUGLAS MILLER
   DUBBS RD
   SPARKS MD 21152
2. GROSS AREA OF SITE = 113.85 AC +/- = 4,969,552.50 S.F.
3. NET AREA OF SITE = 113.85 AC +/- = 4,969,552.50 S.F.
4. EXISTING ZONING - RC - 2
5. EXISTING USE - AGRICULTURAL
6. PROPOSED USE - AGRICULTURAL / RESIDENTIAL
7. DEED REFERENCE'S - PARCEL 17 - 12859/ 141 & 12859/ 135
   PARCEL 341 - 12859/ 120 & 12859/ 111
   PARCEL 342 - 12859/ 129
   PARCEL 340 - 17426/ 401
8. TAX ACCOUNT #'S - PARCEL 17 - 2300003012
   PARCEL 341 - 2300003013
   PARCEL 342 - 2300003014
   PARCEL 340 - 2300003011
9. COUNCILMANIC DISTRICT - 3 / ELECTION DISTRICT - 5

ZONING RELIEF REQUEST:
BY SPECIAL HEARING UNDER SECTION 500.7 OF THE ZONING REGULATIONS OF BALTIMORE COUNTY, TO DETERMINE WHETHER OR NOT THE ZONING COMMISSIONER SHOULD APPROVE AND CONFIRM THAT:

1. THE SUBJECT PROPERTY IS ACTUALLY COMPOSED OF FOUR SEPERATE PARCELS THAT ARE DESCRIBED BY RECORDED DEEDS;
2. SUCH (4) FOUR SEPERATE PARCELS LEGALLY EXISTED PRIOR TO NOVEMBER 27, 1979;
3. EACH OF THE (4) FOUR PARCELS HAS A GROSS AREA BETWEEN (2) TWO AND (100) ONE HUNDRED ACRES AND MAY BE SUBDIVIDED IN ACCORDANCE WITH SECTION 1A01.3.B.1 OF THE B.C.Z.R.

*PLAT TO ACCOMPANY SPECIAL HEARING REQUEST*

# *ALMA MILLER PROPERTY*

*COUNCILMANIC DISTRICT - 3* *ELECTION DISTRICT - 5*

04-018-SPH

ROBERT & LINDA LOSEY, 2ND
18420 DUBBS RD
TAX ACCT. # - 2000027582
14997/ 292 & 15461/ 97

CHARLES CASSIDY
BENSON MILL RD
TAX ACCT. # - 1700010075

CHARLES CASSIDY
YEOHO RD
TAX ACCT. # - 1700010074
5781/ 182

ALED & CAROLINE MONTAGUE
2254 STRINGTOWN RD
TAX ACCT. # - 2000009394
15360/ 208

WILLIAM BRIDGELAND
2801 BENSON MILL RD
TAX ACCT. # - 0508065470
13818/ 488

BALTIMORE GAS & ELECTRIC
BENSON MILL RD
TAX ACCT. # - 0502000666

BALTIMORE GAS & ELECTRIC
YEOHO RD
TAX ACCT. # - 0502000645
4880/ 393

BALTIMORE GAS & ELECTRIC
BENSON MILL RD
TAX ACCT. # - 0502000641
4880/ 189

BALTIMORE GAS & ELECTRIC
BENSON MILL RD
TAX ACCT. # - 0502000695
4880/ 484

EMIL ESCHORN
FALLS RD
TAX ACCT. # - 1600006078
13925/ 16 & 13925/ 11

DUBBS ROAD

MILL ROAD

BENSON ROAD

BLACK ROCK

N68°23'21"E 780.77'
S28°38'22"E 235.27'
N65°51'58"E 192.56'
N30°53'22"W 259.39'
S30°53'22"E 264.77'
S25°34'47"E 412.75'
N5°53'47"W 418.67'
S37°34'14"W 438.98'
S40°15'34"E 240.06'
S40°15'34"E 150.00'
S40°15'34"E 150.06'
S40°15'34"E 100.00'
S40°15'34"E 243.67'
S40°15'34"E 264.00'
S40°15'34"E 20.38'
S89°31'02"E 189.97'
N54°00'54"E 574.21'
N81°61'3"E 30.00'
N81°61'3"E 18.44'
S76°12'19"E 469.68'
S77°40'56"E 752.97'
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S10°47'40"E 1031.69'
S60°21'40"E 1331.36'
N40°15'34"W 652.27'
S40°15'34"E
S71°44'30"W 963.94'
N71°44'30"E
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N2°34'35"E 1175.08'
N35°9'28"E 127.80'
N55°27'9"E 119.50'
N59°23'41"E 52.28'
N84°37'4"E 117.44'
N78°58'12"E 69.40'
N73°9'33"E 74.98'
N66°47'27"E 142.43'
N74°27'53"E 63.08'
N70°29'1"E 204.28'
S37°34'14"W 1766.56'
S23°43'35"W 1031.58'
S10°47'40"E 1031.69'
S37°34'14"W 1146.18'
N37°34'14"E 1920.46'
S37°34'14"W
S37°34'14"W
S37°34'14"W
S37°34'14"W
N81°46'25"W 330.00'
S16°46'25"E 330.00'
S53°32'00"W 237.16'
N53°32'00"E 237.16'
N57°40'43"W 49.57'
S77°25'25"W 825.33'
N73°25'39"W 188.63'
S17°00'52"W 64.47'
S02°35'56"E 65.29'
S03°48'19"E 95.69'
N73°46'59"W 164.77'

P.O.B. PARCEL 1
P.O.B. PARCEL 2
P.O.B. PARCEL 3
P.O.B. PARCEL 4

PARCEL ONE
33.2645 AC.+/-

PARCEL THREE
32.4314 AC.+/-

PARCEL FOUR
11.3369 AC.+/-

GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1020 CROMWELL BRIDGE ROAD
TOWSON, MARYLAND 21286-3396
(410) 825-8120

STATE OF MARYLAND
DAVID LLOYD MARTIN
LANDSCAPE ARCHITECT

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STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT

I HEREBY CERTIFY that the aforegoing is a true copy of the original Deed of Distribution taken from the records of said Circuit Court as recorded in Liber SM No. 12859 Folio 147-151 one of the LAND records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore, County this 9 day of Sept. 2021

Clerk of the Circuit Court of Baltimore County