PETITIONS FOR SPECIAL IN RE:

HEARING AND VARIANCE

(Towson Place)

1238 Putty Hill Avenue 9<sup>th</sup> Election District

5<sup>th</sup> Council District

BEFORE THE

ZONING COMMISSIONER

OF BALTIMORE COUNTY

Case No. 04-121-SPHA \*

Talisman Towson, Limited Partnership

Owner/Developer

#### FINDINGS OF FACT AND CONCLUSIONS OF LAW

\*

This matter comes before this Zoning Commissioner for consideration of Petitions for Special Hearing and Variance filed by the owner of the subject property, Talisman Towson Specifically, the Limited Partnership, through its attorney, John B. Gontrum, Esquire. Petitioners request a special hearing to approve an amendment to the previously approved site plans and orders issued in Cases Nos. 77-230-XA, 96-95-XA, 97-89-SPHX, 98-245-SPH, 00-213-SPH, and 02-204-SPH to provide for new covenants and conditions to replace existing agreements and to approve a new site plan configuration with out parcels away from the center block of stores. In addition, special hearing relief is requested to continue the existing parking variances granted in Cases Nos. 77-230-XA and 96-95-XA, and to confirm and continue the Gross Leaseable Area Closing, pursuant to the relief granted in the Hearing Officer's Opinion and Development Plan Order in Case No. 02-204-SPH. In addition, variance relief is requested from Section 409.6.A.2 of the Baltimore County Zoning Regulations (B.C.Z.R.) to permit 2,776 parking spaces for 676,300 gross leaseable area of shopping center, being an additional variance of 108 spaces over the variances granted in Cases Nos. 77-230-XA and 96-95-XA. The zoning relief requested is more particularly described on the site plan entitled "2" Amended Proposed Conditions Development Plan, Dwg. No. D-1C" prepared by KCW Engineering Technologies,

Inc., which was submitted into evidence and marked as Petitioner's Exhibit 1. A red-lined copy indicating the changes sought was submitted as Petitioner's Exhibit 1A.

The subject property is an irregular shaped parcel located between Putty Hill Avenue and Joppa Road in Towson. The property contains a gross area of approximately 43 acres, primarily zoned B.L. and has been improved with a shopping center for many years. The site has been redeveloped over the years and is now known as Towson Place. The current request seeks approval for additional out parcel development of 6,000 sq.ft. next to the western entrance to the center from Putty Hill Avenue and out parcel development of 10,000 sq.ft. adjacent to the entrance from Joppa Road. It is also to be noted that an Agreement has been reached between the Owners and five community groups; namely, Towson Estates Association, Inc., The Fellowship Community Association, Inc., Associates of Loch Raven Village, Inc., The Knettishall Improvement Association, Inc. and The Cromwell Valley Association, Inc. relative to the proposed improvements. At the request of the parties, the existing agreements and conditions noted in the previous orders shall be replaced by this one Agreement and the conditions shall be added to this Order.

The history of this project is long and tortuous. The most recent case came before this office under Case No. 02-204-SPH. In fact, as of the date of the hearing in the instant matter (October 31, 2003), a Motion for Reconsideration was pending in Case No. 02-204-SPH. As the issues presented by that Motion are resolved by the decision contained herein, the Motion shall be considered moot.

Appearing at the requisite public hearing in support of the proposed zoning relief were James Schlesinger, on behalf of the managing partner of Talisman Towson Limited Partnership; Douglas Kennedy and Mark Tsitlik of KCW Technologies, Inc., and John B. Gontrum, Esquire,

ORDER RECEVED FOR FILING Date ////03 Attorney for the Owner/Developer. The five community groups who are parties to the proposed new covenant Agreement, were represented by Michael Tanczyn, Esquire. Kim McGavin, Esquire, appeared on behalf of Loch Raven Village, Inc. In addition, Donna Spicer appeared and spoke on behalf of the Loch Raven Community Council and the Loch Raven Business Association, and J. Donald Gerding appeared and spoke on behalf of the Greater Towson Council of Community Associations, Inc (GTCCA). The hearing proceeded by means of proffers by the various parties.

Preliminarily, Mr. Gerding presented a letter dated October 21, 2003, signed by himself as zoning chairman and by Donald R. Wright as President of the GTCCA. That letter expressed concerns about existing and potential traffic patterns near the property. First, GTCCA fears that a dangerous condition will be created by patrons who will attempt to make a U-turn into the site through the proposed new entrance on Goucher Boulevard. Second, GTCCA fears that exiting patrons from the property utilizing the proposed entrance on Goucher Boulevard will attempt a U-turn at Prince Road into southbound traffic. In order to prevent these dangerous movements, GTCCA proposes the placement of certain signage prohibiting U-turn movements at the median breaks on Goucher Boulevard. This recommendation was endorsed by the Office of Planning in its amended Zoning Plans Advisory Committee comment, which recommended this action as a condition to the approval of the site plan and zoning relief. The GTCCA had no negative comments with respect to the sought zoning relief and was supportive of the Declaration and Agreement, to which some of its constituent members are parties.

The Declaration and Agreement specifically defines a maximum build-out area. In addition, it provides for the precise location of any outbuildings and their maximum size. The Declaration and Agreement further restricts the uses that are permitted within the center and the

Court, this Order shall be null and void. Moreover, any future development proceedings and hearings shall occur under the terms of the previous agreements and orders. I am persuaded that since the parties have negotiated an Agreement to determine the conduct of their affairs that it is appropriate either to adopt that Agreement as part of this Order or, failing its effectiveness in Court, to maintain the <u>status quo</u> without prejudice to the rights of any party to seek further relief.

The subject site has long been used as a retail center with varying degrees of success. One of the comments made by the Office of Planning referenced necessary repairs to a portion of the parking area, which has deteriorated due to a lack of traffic and parking. A significant portion of the interior of the center, 21,100 sq.ft. on the lower level and 14,700 sq.ft. on the upper level, are no longer in use. Subtracting these areas from the total gross leasable area and adding the 16,000 square feet of out parcel building results in a total gross leasable square footage of 676,300. In order to support this amount of shopping center space, Section 409.6A.2 of the BCZR requires 3,382 parking spaces. In the event that out-parcels and/or new buildings are located over existing parking, there will be only 2,776 parking spaces available. Previously, variance relief was granted to allow 498 spaces less than required (See Case Nos. 77-230 XA and 96-95-XA). Even after utilizing that relief, there is still a shortage of 108 spaces under the current plan. The unique building configuration and uniqueness of the site itself indicate that special conditions exist that warrant the additional parking variance requested. I am persuaded that the parking variance is justified based on the proffers that were made and given existing conditions at this site and the lack of use of the available parking.

Donna Spicer on behalf of the Loch Raven Community Council suggested that in lieu of the request to close off gross leasable area within the existing buildings, that an additional

ŝ

variance for parking be sought. In prior Case No. 02-204-SPH, the Deputy Zoning Commissioner examined at length the concept of closing off and making unusable previously counted Gross Leasable Area. If the area is not leasable, parking for that square footage is not required. I am persuaded that, in these circumstances, closing off the requested areas or portions thereof as may be requested by the Owner/Developer is appropriate, rather than increasing the extent of the variance. It was further suggested at the hearing that should any of the interior space now proposed to be closed be reshaped to become usable, that the Petitioner would specify the amount and location of out parcel area which would not be built in order to provide the required parking. In no event, however, may the Owner/Developer provide less than 2,776 parking spaces to support 676,300 square feet of gross leasable area. If less square footage of gross leasable area is constructed, then less parking may be required based on the variances granted.

All parties wished to provide flexibility to the Owner/Developer in the redevelopment of its site. I am mindful that the Declaration and Agreement restricts the Owner/Developer or its lessees from seeking any further zoning relief with respect to parking. The Owner/Developer further proffered that the ratio of parking spaces to 1,000 square feet of gross leasable area would not go below 4.1 spaces per thousand and that no further area other than as indicated on Petitioner's Exhibits 1 and 1A would be closed. With that understanding and the terms of the Declaration and Agreement, I am persuaded to grant the variance requested with the understanding that the gross leasable area may come from the interior strip area and existing out parcels or from the proposed out parcels or from a combination of both.

A final issue was raised pertaining to the westernmost entrance onto the site from Putty Hill Avenue. The proposed site plan, Petitioner's Exhibit 1A, seeks to modify the entrance as part of an agreement with the community groups under the Declaration and Agreement and as

part of its agreement with the Loch Raven Community Council. This proposed configuration was opposed, however, by Rahee Famili, a representative of the Bureau of Traffic Engineering in the Department of Public Works. Mr. Famili agreed that the proposed entrance change would decrease the potential for backups on or into the public right of way, especially with the concurrent opening of the limited entrance to and from Goucher Boulevard. He was concerned, however, about internal circulation, which directs cars exiting from the center by means of Putty Hill Avenue through the parking area. The site plan indicates several entrances and exits from Putty Hill Avenue. Alternatively, he proposed closing off access to the entrance from cars coming from the proposed out parcel sites adjacent to the access to Putty Hill or maintaining the existing entrance configuration.

In the Declaration and Agreement, the parties agreed to the use of the entry and exit from Goucher Boulevard on a trial basis, to determine if it improved an existing condition. Any party may after two years request that that curb cut be closed for safety concerns, and the matter will be decided by Special Hearing. A similar approach is appropriate for this entrance. Obviously, all agree that an unsafe condition should be avoided. I am persuaded that the representatives of the surrounding community groups; i.e. those individuals most familiar with traffic conditions in the area, believe that the reconfigured entrance as proposed is safe and better than the existing condition. Accordingly, the proposed Goucher Boulevard curb cut and reconfiguration of Putty Hill Avenue as shown on the site plan shall be implemented. At any time after six (6) months of usage any party, including the Bureau of Traffic Engineering for Baltimore County, may seek to have the matter reviewed based on the then operation of these points of access. Changes to the plan shall be considered through a Petition for Special Hearing and public hearing thereon.

Pursuant to the zoning regulations of Baltimore County as contained within the B.C.Z.R., the advertising of the property and public hearing held thereon, the Petitions for Special Hearing and Variance shall be granted, subject to the restrictions set forth hereinafter.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this day of November, 2003 that the Petition for Special Hearing to amend the previously approved site plans and orders issued in Cases Nos. 77-230-XA, 96-95-XA, 97-89-SPHX, 98-245-SPH, 00-213-SPH, and 02-204-SPH to provide for new covenants and conditions to replace the covenants and conditions contained therein and to adopt a new site plan configuration with out parcels, to provide for the continuation of existing zoning variances granted in Cases Nos. 77-230-XA and 96-95-XA, and to continue the permitted closing of gross leasable area, in accordance with Petitioner's Exhibits 1 and 1A, be and is hereby GRANTED; and,

IT IS FURTHER ORDERED that the Petition for Variance seeking relief from Section 409.6A.2 to permit 2,776 parking spaces for 676,300 gross leasable area of shopping center being an additional 108 spaces over the variances granted in Cases Nos. 77-230-XA and 96-95-XA so that a parking ratio of 4.1 spaces per thousand square feet of gross leasable area be established, be and is hereby GRANTED; and,

IT IS FURTHER ORDERED that the Motion for Reconsideration of the Hearing Officer/
Deputy Zoning Commissioner's Order in Case No. IX-386 and 02-204-SPH, be and is hereby
DISMISSED as moot; and,

IT IS FURTHER ORDERED that the relief granted is subject to the following conditions:

1. That the Declaration and Agreement entered as Petitioner's Exhibit 2 and attached hereto is made a part of this Order and subject to enforcement as part of the approval of the relief sought herein, provided further that said covenants are adopted by the Circuit Court of Baltimore County in Case

Ü

ORDER RECEIVED FOR FILLING
Date

A

Compare Co

No. 03-C-01-00006. In the event that said Declaration and Agreement is not adopted in said case as a binding agreement among the parties thereto replacing existing agreements, then this Order in its entirety shall be null and void, and any further Petitions shall be made based on the site plans and orders previously approved and adopted.

- 2. That the Petitioner make the adjustments to the Putty Hill Avenue entrance on the site as shown on Petitioner's Exhibits 1 and 1A concurrent with the opening of the entrance onto Goucher Boulevard subject to a six month trial to determine whether the entrance reconfiguration works as planned and proposed. In the event that any party including representatives of Baltimore County are dissatisfied over the working of the reconfigured entrance after that time then this issue may be revisited in hearing before me at that time.
- 3. That the no U-turn signs proposed in the letter dated October 21, 2003 by the GTCCA, and recommended in the revised comments by the Office of Flanning, be adopted and recommended to the Bureau of Traffic Engineering, to be constructed as described at the median breaks on Goucher Boulevard.

Any appeal of this decision must be taken within thirty (30) days of the date of this

Order.

LAWRENCE E. SCHMIDT

Zoning Commissioner for Baltimore County

LES: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 17, 2003

John B. Gontrum, Esquire Whiteford, Taylor & Preston 210 W. Pennsylvania Avenue Towson, Maryland 21204

RE: PETITIONS FOR SPECIAL HEARING & VARIANCE
N/S Hunting Tweed Drive, 1860' W of the c/l Park Heights Avenue
(Towson Place, 1328 Putty Hill Avenue)
9th Election District — Council District
Talisman Towson Limited Partnership - Petitioners
Case No. 04-121-SPHA

Dear Mr. Gontrum:

Enclosed please find a copy of the decision rendered in the above-captioned matter. The Petitions for Special Hearing and Variance have been granted, in accordance with the attached Order.

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

Very truly yours,

LAWRENCÉ E. SCHMIDT

Zoning Commissioner

for Baltimore County

cc: Mr. Jim Schlesinger, Talisman Towson L.P., c/o Schlesinger Companies, Inc.

1500 San Remo, Suite 135-A, Coral Gables, Fla. 33146

Messrs. Douglas L. Kennedy & Mark Tsitlik, KCW Engineering Technologies, Inc.

3106 Lord Baltimore Drive, #110, Baltimore, Md. 21244

Michael P. Tanczyn, Esquire, 606 Baltimore Avenue, #106, Towson, Md. 21204

Mr. Donald Gerding, 335 Old Trail, Baltimore, Md. 21212

Mr. Richard Parsons, 412 Woodbine Avenue, Towson, Md. 21204

Ms. Donna Spicer, 8719 Eddington Road, Baltimore, Md. 21234

Kim McGavin, Esquire, 118 Loch Raven Boulevard, Towson, Md. 21286

People's Counsel; Case File



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

LES:bjs



## Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 1238 Putty Hill	Avenue	<del></del>	
which is presently zoned B. I.,	CCC		<u> </u>
M.L.	I.M.,	D.R.	10.5

This Petitlon 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

SEE ATTACHED

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

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

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

#### Contract Purchaser/Lessee:

#### Legal Owner(s):

	Name - Type or Print		Name - T	Talisman ype/or Phint	Towson Limi	ted Parti	nership
	Signature	<u></u>	-	Signature	X	<del></del>	<del></del>
	Address	Telephone No.	•	Jim Schle Name Type or	nger	<del></del>	· · · · · · · · · · · · · · · · · · ·
	City	State Zip Code	•	Signature	singer Comp	anios Ti	nc.
	Attorney For Petitioner:			1500 San Address	Remo. Suite	2 185-A	(305) 662-9559 Telephone No.
	John B. Gontrum, Esquir Name - Type or Print	:e	City		les, Florid State	la 33146	•
	Signature Signature	> 	-	Representa	tive to be Co	ntacted:	
	Whiteford, Taylor & Pre	eston LLP., 4th Fl	Ļ.	Name	<del></del>	<u></u>	······································
S	210 W. Pennsylvania Ave Address	2., (410) 832-2055 Telephone No.	5	210 W. Per Address	nsylvania A	ive., (41)	0) 832-2055 Telephone No.
	Towson, MD.	21204 State Zip Code	-	Towson City		MD State	21204 Zip Code
FOR 133					OFFICE USE O		Jap Couc
		- <b>7</b> .		ESTIMATED LE	NGTH OF HEARING	ð <u></u>	_
	Case No. 94-126-5	>PHH		UNAVAILABLE	FOR HEARING	***	<del></del>
RE	REV 9/15/98		Reviewed	ву	Dat	re <u>59. (</u>	24·C)3
ORDER Date							

## ATTACHMENT TO SPECIAL HEARING 1238 Putty Hill Avenue

- 1. An amendment to the site plans and orders in Cases Nos: 77-230-XA, 96-95-XA, 97-89-SPHX, 98-245-SPH, 00-213-SPH, 02-204-SPH to provide for new covenants and conditions to replace existing agreements and to show new site plan configuration with outparcels.
- 2. To provide for continuation of existing variances for parking granted in Case No. 77-230-XA and Case No. 96-95-XA.
- 3. To continue Gross Leaseable Area Closing per Order in Case No. 02-204-SPH.

ORDER RECEIVED FOR FILING
Date
By

O4-121 SPH)



Case No.

REV 9/15/98



# Petition for Variance

#### to the Zoning Commissioner of Baltimore County

for the property located at 1238 Putty Hill Avenue which is presently zoned B.L. CCC

M.L. I.M., D.R. 10.5

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section(s)

SEE ATTACHED

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

TO BE SUPPLIED AT HEARING

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

<u>Legal Owner(s):</u>

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.

ESTIMATED LENGTH OF HEARING \_\_\_\_\_

Date \_\_\_\_\_

#### Contract Purchaser/Lessee:

			Talisman Towson Limited Partnership
lame - Type or Print		Name	- Type ox Print
Signature	······································		Signification Schlesinger
Address	Telephone No	).	Name - Type of Print
City	State Zip Cod	le e	Signature
Attorney For P	<u>etitioner:</u>		c/o Schlesinger Companies, Inc. 1500 San Remo, Suite <del>185</del> A.(305) 662-9559 Address Felephone No.
	rum, Esquire	<del></del>	Coral Gables, Florida 33146
lame - Type or Print		City	State Zip Code
4165			Representative to be Contacted:
Signature			
Whiteford, Tompany	aylor & Preston LLP, 4th F	Le.	John B. Gontrum, Esquire Name
21 <b>0</b> W. Penns	ylvania Ave., (410) 832-20	55	210 W. Pennsylvania Avenue (410) 832-2055
\dd ess	Telephone No	•	Address Telephone No.
Towson lity	MD 21204 State Zip Cod	<u> </u>	Towson MD 21204 City State Zip Code
ALY	GIAIG ZIP CUI	10	Oity State Zip Code
Ø			OFFICE USE ONLY
<b>~</b> k			

Reviewed By \_\_\_\_\_\_ Date \_\_\_\_

## ATTACHMENT TO PETITION FOR VARIANCE 1238 Putty Hill Avenue

Variance from Section 409.6A.2. to permit 2,776 parking spaces for 676,300 gross leasable area of shopping center being an additional variance of 108 spaces over the variances granted in Case No. 77-230-XA and Case No. 96-95-XA.

ORDER REGEIVED FOR FILING By

04 121- SPHI)



KCW Engineering Technologies, Inc. 3104 Timanus Lane, Suite 101 Baltimore, MD 21244

(410) 281-0030 Fax (410) 298-0604 www.KCW-ET.com

William K. Woody
President and CEO

Douglas L. Kennedy
Senior Vice President

J. Peter McDonnell
Vice President

Ronald J. Lind

Associate Vice President

Edwin S. Howe, III Associate Vice President

Joseph P. Wood Associate

William C. Usher

Reginald C. Roberts
Associate

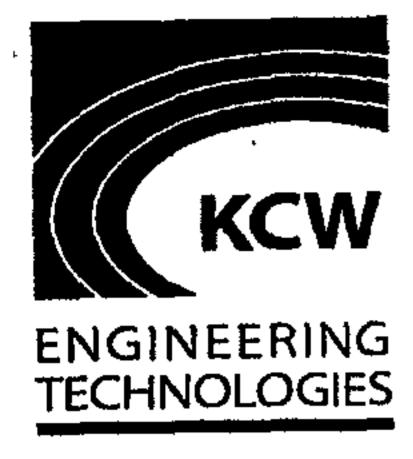
J. Jay Wooldrige (Associate

#### ZONING DESCRIPTION OF "TOWSON PLACE"

BEGINNING FOR THE SAME at a point on the east side of Goucher Boulevard, 110 feet wide, at the distance of 122 feet north of the centerline of Putty Hill Avenue, 94 feet wide, and running thence binding on the east side of Goucher Boulevard, referring all courses of this description to the Baltimore County Metropolitan District Meridian

- 1. North 4 degrees 19 minutes 10 seconds West 279.68 feet and
- 2. by a curve to the left having a radius of 1965.00 feet, an arc length of 132.50 feet and a chord bearing North 06 degrees 15 minutes 04 seconds West 132.47 feet; thence leaving Goucher Boulevard, on a chamfer to the original alignment of Prince Road,
- 3. North 07 degrees 22 minutes 07 seconds East 95.98 feet; thence
- 4. North 23 degrees 38 minutes 33 seconds East 497.69 feet to intersect the east side of Prince Road, 70 feet wide, as now constructed; thence binding on said Prince Road,
- 5. North 23 degrees 38 minutes 33 seconds East 655.64 feet to a chamfer or cut-off leading to Joppa Road; thence binding on said chamfer,
- 6. North 68 degrees 36 minutes 24 seconds East 33.18 feet to south side of Joppa Road, varying in width; thence binding on said Joppa Road,
- 7. South 64 degrees 56 minutes 08 seconds East 148.69 feet; thence
  - 8. South 50 degrees 41 minutes 08 seconds East 36.53 feet; thence
  - 9. South 64 degrees 56 minutes 3 seconds East 338.58 feet; thence
  - 10. North 25 degrees 03 minutes 52 seconds East 9.00 feet; thence
  - 11. South 64 degrees 56 minutes 08 seconds East 301.19 feet; thence
  - 12. by a curve to the right having a radius of 4062.49 feet, an arc length of 19.99 feet and a chord bearing South 65 degrees 04 minutes 36 seconds East 19.99 feet; thence
  - 13. South 51 degrees 41 minutes 51 seconds East 37.79 feet; and
  - by a curve to the left having a radius of 4071.49 feet, an arc length of 344.34 feet and a chord bearing South 68 degrees 09 minutes 27 seconds East 344.24 feet to intersect the west outline of Parcel A of the Plat of Maryland Business Park as recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 38, Falio 12; thence binding on said western outline and to and along the west side of a 16 foot alley shown as on Black D, Section 2A of the Plat of Loch Raven Manor, recorded among said Land Records in Plat Book G.L.B. No. 23, Folio 139, in all,
  - -15. South 13 degrees 56 minutes 50 seconds West 1132.47 feet to the north right—of—way line of Putty Hill Avenue; thence binding thereon,

04-121. SPUT



KCW Engineering Technologies, Inc. 3104 Timanus Lane, Suite 101 Baltimore, MD 21244

(410) 281-0030 Fax (410) 298-0604 www.KCW-ET.com

William K. Woody
President and CEO

Douglas L. Kennedy Senior Vice President

J. Peter McDonnell
Vice President

Ronald J. Lind
Associate Vice President

Edwin S. Howe, III
Associate Vice President

Joseph P. Wood
Associate

William C. Usher

Reginald C. Roberts
Associate

I. Jay Wooldrige Associate

- 16. by a curve to the left having a radius of 1637.00 feet, an arc length of 434.40 feet and a chord bearing North 86 degrees 43 minutes 02 seconds West 433.13 feet; thence
- 17. South 85 degrees 40 minutes 50 seconds West 93.96 feet; thence
- 18. North 04 degrees 19 minutes 10 seconds West 10.00 feet; thence
- 19. South 85 degrees 40 minutes 50 seconds West 294.00 feet; thence
- 20. North 56 degrees 28 minutes 50 seconds West 14.00 feet; thence
- 21. South 66 degrees 59 minutes 10 seconds West 58.00 feet to an iron pipe found near the west side of Towson Marketplace entrance; thence
- 22. South 85 degrees 40 minutes 50 seconds West 346.35 feet to an iron pipe found measured North 85 degrees 40 minutes 50 seconds East 75.00 feet from the intersection referencing the place of beginning; thence binding on the chamfer at the northeast corner of Goucher Boulevard and Putty Hill Avenue,
- 23. North 49 degrees 19 minutes 10 seconds West 106.07 feet to the place of beginning.

CONTAINING 1,878,295 square feet or 43.120 acres of land, more or less.

BEING all of a 43.120 acre parcel of land as described in a Confirmatory Deed dated March 1, 1995 and recorded among the Land Records of Baltimore County, Maryland in Liber 10961, Folio 001, was conveyed by Towson Marketplace. Limited Partnership to Talisman Towson Limited Partnership.



MISCELLANEOUS OFFICE OF BUDGET & FINANCE BALTIMORE COUNTY, RECEIPT MARY 

الإيهادات

ACCOUNT

AMOUNT \$

FROM: RECEIVED 4 さんじゃ  $P^{n_{q}}$ i K 1

> > STATE OF THE STATE

CASHIER'S VALIDATION

DISTRIBUTION

CASHIER

PINK -

AGENCY

YELLOW - CUSTOMER

(المعمود

# NOTICE OF ZOMING 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: #04-121-SPHA

1238 Putty Hill Avenue

Neast corner of Goucher Blvd., and Putty Hill Avenue, also s/side of Joppa Road

9th Election District - 5th Councilmanic District Legal Owner(s): Talisman Towson Limited Partnership Special Hearing: to amend the site plans and orders in Case Nos.: 77-230-XA, 96-95-XA, 97-89-SPHX, 98-245-SPH, 00-213-SPH, and 02-204-SPH to provide for new covenants and conditions to replace existing agreements and to show new site plan configuration without parcels; to provide for continuation of existing variances for parking granted in Case No. 77-230-XA and Case No. 96-95-XA; to continue Gross Leaseable Area Closing per order in Case No. 02-204-SPH. Variance: to permit 2.776 parking spaces for 676,300 gross leaseable area of shopping center being an additional variance of 108 spaces over the variances granted Case No. 77-230-XA and Case No. 96-95-XA.

Heavier: Friday Dahabas 24 200-XA and Case No. 96-95-XA.

Hearing: Friday, October 31, 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.
10/209 Oct. 16

, 20<u>03</u>

once in each of in the following weekly newspaper published in Baltimore County, Md., THIS IS TO CERTIFY, that the annexed advertisement was published 10/16 ,2003 \_successive weeks, the first publication appearing

North County News	☐ NE Booster/Reporter	Owings Mills Times	☐ Towson Times	☐ Catonsville Times	☐ Arbutus Times	A The Jeffersonian
-------------------	-----------------------	--------------------	----------------	---------------------	-----------------	--------------------

LEGAL ADVERTISING

Millian Son





#### CERTIFICATE OF POSTING

RE: Case No.: 94-121-SPHA

Petitioner/Developer: TALISMAN

TOWSON LIMITED PARTNERSAIP

Date of Hearing/Closing: OCT, 31 2003

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

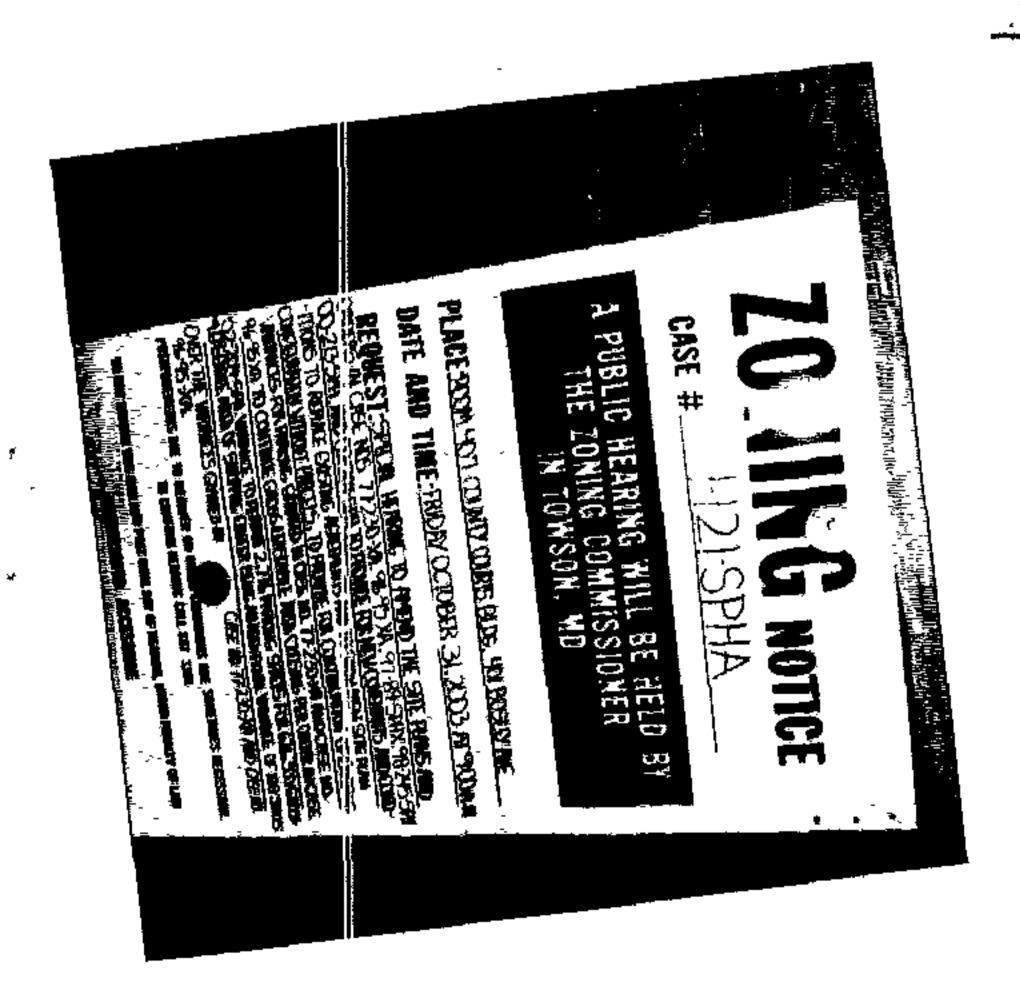
ATTN: Beeky Hart {(410) 887-3394}

Ladies and Gentlemen:

•

This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at:								
PUTTY HILL AVE	-							
10/11/03 : :								
	cated at:							

Sincerely,



(Signature of Sign Poster) (Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

# 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





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

September 24, 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: 04-121-SPHA

1238 Putty Hill Avenue

N/east corner of Goucher Blvd., and Putty Hill Avenue, also s/side of Joppa Road 9<sup>th</sup> Election District – 5<sup>th</sup> Councilmanic District

Legal Owner: Talisman Towson Limited Partnership

Special Hearing to amend the site plans and orders in Case Nos.: 77-230-XA, 96-95-XA, 97-89-SPHX, 98-245-SPH, 00-213-SPH, and 02-204-SPH to provide for new covenants and conditions to replace existing agreements and to show new site plan configuration without parcels; to provide for continuation of existing variances for parking granted in Case No. 77-230-XA and Case No. 96-95-XA; to continue Gross Leaseable Area Closing per order in Case No. 02-204-SPH. Variance to permit 2,776 parking spaces for 676,300 gross leaseable area of shopping center being an additional variance of 108 spaces over the variances granted Case No. 77-230-XA and Case No. 96-95-XA.

Hearings:

Friday, October 31, 2003, at 9:00 a.m. in Room 407, County Courts

Building, 401 Bosley Avenue

Timothy Kotroco

Director

TK:klm

C: John Gontrum, Whiteford, Taylor & Preston, 210 W. Pennsylvania Ave., 4<sup>th</sup> Fl., Towson 21204 TalismanTowson Ltd. Partnership, Jim Schlesinger, 1500 San Remo, Florida 33146

NOTES: (1) THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY THURSDAY, OCTOBER 16, 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.



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

# DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT

#### **ZONING REVIEW**

# ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

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

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

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

For Newspaper Advertising:
Item Number or Case Number: OH-121-SPUQ
Petitioner: TALISMAN TOWSON LIMITED PARTNERSHIP
Address or Location: 1238 PUTTY HILL AVENUE
PLEASE FORWARD ADVERTISING BILL TO:
Name: JAMES SCHLESINGER
Address: 1500 SAN REMO AVE., SUITE 185-A
CORAL GABLES, FLA. 33146
Telephone Number: 305-662-9559

# Department of Permits and Development Management

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



#### Baltimore County

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

October 24, 2003

John Gontrum Whiteford, Taylor & Preston, LLP 210 W. Pennsylvania Avenue, 4<sup>th</sup> Floor Towson, MD 21/204

Dear Mr. Gontrum:

RE: Case Number: 04-121-SPHA, 1238 Putty Hill Avenue

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

u. Callinal

WCR:klm

**Enclosures** 

c: People's Counsel Talisman Towson Limited Partnership, 1500 San Remo, Ste. 135-A, Coral Gables, Florida 33146



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



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

September 24, 2003

ATTENTION: Rebecca Hart

Distribution Meeting of: September 22, 2003 (70)

Item No.: 112, 114-122, 124, 126, 128-130, 136

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 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

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



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

JRA

MILITARIO DEPARTMENT DE TAMBRO CONTRA EN

Date: 9.23.03

Baltimore County

Item No. /2/

RE:

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

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,

A

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

### BALTIMORE COUNTY, MARYLAND DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO:

Tim Kotroco

FROM:

R. Bruce Seeley 25 MT

DATE:

October 22, 2003

Zoning Petitions

Zoning Advisory Committee Meeting of September 22, 2003

SUBJECT: NO COMMENTS FOR THE FOLLOWING ZONING ITEMS:

04-113,114,118,119,120(121,122,123,127,128,129,130,136

DATE: October 6, 2003

RECEIVED

MING COMMISSIONER

#### BALTIMORE COUNTY, MARYLAND

#### INTER-OFFICE CORRESPONDENCE

TO:

Timothy M. Kotroco, Director

Department of Permits and Development Management

FROM:

Arnold F. 'Pat' Keller, III

Director, Office of Planning

**SUBJECT:** 

1238 Putty Hill Avenue

INFORMATION:

Item Number:

04-121

Petitioner:

Tailsman Towson Limited Partnership

Zoning:

ML-IM, DR 10.5, & BL-CCC

Requested Action: Special Hearing/Variance

#### SUMMARY OF RECOMMENDATIONS:

The Office of Planning supports the petitioner's request contingent upon the following:

- 1. Submit a copy of the revised covenant for the Towson Place development to this office for review and approval to assure that the proposed development is in compliance with the wishes of area residents. This request is based on the fact that a copy of the covenant was attached to a previous order handed down by the Zoning Commissioner's office.
- 2. Submit elevation drawings, along with a detailed description of all proposed building materials, signage, and a landscape plan for all new tenants. There are very few landscaped islands with trees on that parking lot. The landscape plan should include landscaped islands with trees in the areas affected by redevelopment.
- 3. The parking lot surface in the vicinity of proposed tenant # 17 is in very poor condition. Resurface the entire parking area between the two exit drives.

	a high traffic lize driver saf	volume road ety.	and p	lacing a	in entrance	at the	location	proposed
Prepared by: _	Japlet	and			•			
Section Chief:	Kathy	Schlaba	ch					
AFK/LL:MAC:								

4. The Office of Planning opposes the proposed entrance onto Goucher Boulevard. Goucher





**DATE:** September 30, 2003

#### BALTIMORE COUNTY, MARYLAND

#### INTEROFFICE CORRESPONDENCE

TO:

Timothy M. Kotroco, Director

Department of Permits & Development Management

FROM:

Robert W. Bowling, Supervisor

Bureau of Development Plans

Review

SUBJECT:

Zoning Advisory Committee Meeting

For September 29, 2003

Item No. 121

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

The proposed access layout off Putty Hill Avenue is <u>not</u> acceptable. Access to the proposed tenant number 16 should be closed.

RWB:CEN:jrb

cc: File



PETITION FOR SPECIAL HEARING RE:

AND VARIANCE

1238 Putty Hill Ave; NE corner of Goucher \*

Blvd & Futty Hill Ave, S/side of Joppa Rd 9<sup>th</sup> Election & 5<sup>th</sup> Councilmanic Districts

Legal Owner(s): Talisman Towson Limited

Partnership, Jim Schlesinger

Petitioner(s)

BEFORE THE

ZONING COMMISSIONER

FOR

**BALTIMORE COUNTY** 

04-121-SPHA \*

#### 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. dimmerman

PETER MAX'ZIMMERMAN

People's Counsel for Baltimore County

CAROLE S. DEMILIO

Deputy People's Counsel Old Courthouse, Room 47 400 Washington Avenue

Towson, MD 21204

(410) 887-2188

#### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this day of September, 2003, a copy of the foregoing Entry of Appearance was mailed to John B Gontrum, Esquire, Whiteford, Taylor & Preston, LLP, 210 W Pennsylvania Avenue, Towson, MD 21204, Attorney for Petitioner(s).

RECEIVED

SEP 2 6 2003

dimmeleman PETER MAX ZIMMERMAN

People's Counsel for Baltimore County

Per....

# SADER RECEIVED FOR FILING

#### DECLARATION AND AGREEMENT

TALISMAN TOWSON LIMITED PARTNERSHIP, a Maryland limited partnership,

formerly known as TOWSON MARKETPLACE LIMITED PARTNERSHIP ("Declarant")

and TOWSON ESTATES ASSOCIATION, INC., THE FELLOWSHIP COMMUNITY ASSOCIATION, INC., ASSOCIATES of LOCH RAVEN VILLAGE, INC., THE KNETTISHALL IMPROVEMENT ASSOCIATION, INC., and CROMWELL VALLEY COMMUNITY ASSOCIATION, INC. (collectively, the "Associations").

# ORDER RECEIVED FOR FILING

#### DECLARATION AND AGREEMENT

#### TABLE OF CONTENTS

RECITALS	1-2
ARTICLE I	
A.	Use Restrictions 4
	1. Permitted Uses4
	2. Prohibited Uses
	3. Hours of Operation
	4. Expansion or Redevelopment of Center
B.	Parking and Entrances
C.	Appearances and Maintenance
	1. Facades 8
	2. Lighting9
	3. Screening Wall
	4. Landscaping
D.	General Provisions
	1. Hearings and Variances
	2. Silence on Uses
	3. Development Regulations
	4. Tenant's Notice
ARTICLE I	I
A.	Pending Litigation 12
В.	Recordation
C.	Zoning and Development Files
D.	Modification
E.	Enforcement
F.	Term
G.	Eudowood Agreement
ARTICLE II	13
A.	Captions
В.	Covenants to Run with the Land
C.	No Third Party Beneficiaries; Successors or Assigns
<b>.</b>	- 10 - ALLEG & GILL INCLINITION, DUCCOSOLS OF LISSISIES

£¹.	Notice of Default, Waiver of Default	1 4
E.	Governing Laws	14
$\mathbf{F}_{\cdot}$	Remedies	14
G.	Remedies Notices	14
	Notices	14
	1. Notices.  2. Additional Addresses Change	14
	2. Additional Addresses; Change of Address.  3. Form of Notice	16
H.	3. Form of Notice  Dedication	16
I.	DedicationLender's Approval	16
J.	Lender's Approval	16
•	Bankruptcy	17

#### **EXHIBITS**

- A. DESCRIPTION OF PROPERTY
- B. ENGINEER'S CERTIFICATE AS TO TOTAL BUILDOUT AREA
- C. PLAN DEPICTING OUTPARCEL DEVELOPMENT
- D. PLAN DEPICTING ENTRANCE CONFIGURATION
- E. PLAN DEPICTING ON-SITE JOPPA ROAD LANDSCAPING

#### **DECLARATION AND AGREEMENT**

This DECLARATION and AGREEMENT (this "Agreement") is made this day of level, 2003, by and among TALISMAN TOWSON LIMITED PARTNERSHIP, a Maryland limited partnership, formerly known as TOWSON MARKETPLACE LIMITED PARTNERSHIP ("Declarant"), and TOWSON ESTATES ASSOCIATION, INC., THE FELLOWSHIP COMMUNITY ASSOCIATION, INC., ASSOCIATES of LOCH RAVEN VILLAGE, INC., THE KNETTISHALL IMPROVEMENT ASSOCIATION, INC., and CROMWELL VALLEY COMMUNITY ASSOCIATION, INC. (collectively, the "Associations").

#### **RECITALS**

- A. Declarant is the owner by virtue of a deed dated March 1, 1995, and recorded among the land records of Baltimore County in Liber 10961, folio 001, of 43.12 acres of land, more or less, situate and lying in the Ninth Election District of Baltimore County, Maryland, bounded on the north by Joppa Road, on the east by an existing office park, on the south by Putty Hill Avenue, and on the west by Goucher Boulevard and Prince Road, known as "Towson Place", all as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property"). The Property is developed with a retail shopping center (the "Shopping Center").
- B. The Associations are the representatives of their respective communities, and the members of the Associations are the owners of residential real property in areas known informally as Towson Estates, Loch Raven Village, Fellowship Forest, Knettishall and Cromwell Valley. These residential communities are located in the vicinity of the Property. The Associations are the sole representatives of the residential communities and are authorized and empowered to act on behalf of their members.
- C. Declarant has commenced litigation in the circuit court of Baltimore County against the Associations and the Campus Hills Community Association, all of whom, along with Declarant's predecessor in title, were parties to a Declaration and Agreement dated August 3, 1989, recorded among the Land Records of Baltimore County in Liber 8244, folio 59 (the "Bramalea Agreement"). One of the primary purposes of the litigation is to determine the rights and interests of the parties to the Bramalea Agreement given perceived ambiguities in that agreement.

ORDER RECEWED/FOR FILING
Date

3y

- D. The Associations, which are parties hereto, signed the Bramalea Agreement as follows: Towson Estates Association, Inc. as "Towson Estates Association, Inc"; Associates of Loch Raven Village, Inc.", The Knettishall Improvement Association, Inc. as "The Knettishall Community Association", an unincorporated association, The Fellowship Community Association, Inc. as "Fellowship Forest Community Association", an unincorporated association and Cromwell Valley Community Association, Inc. as "Cromwell Valley Community Association."
- E. The parties hereto wish to settle and resolve the pending litigation and declare for themselves the Bramalea Agreement to be null and void and to replace it with this Agreement, which Declarant agrees to promptly record among the Land Records of Baltimore County after a final Order issued by Baltimore County in related zoning and development cases and incorporated by Consent Order in Baltimore County Circuit Court, Case No.: 03-C-01-00006. As part of the pending litigation against all parties of the Bramalea Agreement, that agreement is to be declared null and void.
- F. The Declarant also executed on March 18, 1997, a Partial Termination of Declaration and Agreement, recorded among the land records of Baltimore County originally in Liber 12509, folio 582, and rerecorded in Liber 12515, folio 183, which among other things purported to terminate unilaterally a portion of the Bramalea Agreement, and which document the parties hereto also wish to declare null and void.
- G. Declarant's predecessor in title also entered into an Agreement, dated July 31, 1958, and recorded among the Land Records of Baltimore County in Liber 3602, folio 52 (the "Eudowood Agreement"). No part of that agreement is intended to be modified or addressed by this Agreement.
- H. By this Agreement the parties hereto intend to determine the future use, size, and scope of development on the Property, to ensure appropriate parking for the uses on the Property and to blend the commercial usage of the Property into the surrounding residential communities.
- I. The parties hereto further agree to amend previous agreements among the parties hereto including the Addendum to Agreement dated December 17, 1999, between Talisman Limited Partnership t/a Towson Market Place and C.A.M.M., Inc. (an unincorporated association). Said Addendum to Agreement was incorporated by reference in Baltimore County Zoning Case No. 00-213-SPH, giving certain of the Associations review authority and modified a previous Agreement attached to Baltimore County Zoning Case No. 98-245-SPH. C.A.M.M., Inc. no longer exists as an entity.
- J. The parties acknowledge that redevelopment or expansion of the Property is subject to the development regulations of Baltimore County as they may exist or be amended from time to time, and that currently the development of the Property is subject to various zoning and development orders, the amendment of which

may be a condition precedent to the development changes and issues recited herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, restrictions and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Declarant, for itself, and its successors and assigns, and the Associations, for themselves, their members and their successors and assigns hereby covenant and agree as follows:

Declarant and the Associations are the same parties or are the legal successors and assigns to the parties executing the Bramalea Agreement with the exception of the Campus Hills Association, Inc., against which a default judgment has been entered in Baltimore County Circuit Court Case No. 03-C-01-000.

Declarant and the Associations hereby declare the previous Declaration and Agreement dated August 3, 1989 and the Partial Termination of Declaration and Agreement dated March 18, 1997, to be null and void upon the incorporation of the Agreement by consent order in Baltimore County Circuit Court Case No.03-C-01-00006, and agree that this Declaration and Agreement shall be substituted therefor.

Declarant and the Associations hereby agree that relevant portions of the C.A.M.M. Amendment incorporated by reference in Baltimore County Zoning Case No. 00-213-SPH, giving certain of the Associations review authority and which modified a previous Agreement attached to Baltimore County Zoning Case No. 98-245-SPH, are incorporated herein. C.A.M.M., Inc. no longer exists as an entity.

Declarant and the Associations hereby restate the facts, intentions, representations and warranties as set forth in the Recitals as covenants, representations and warranties as part of this Agreement.

This Agreement shall become effective upon the signing hereof subject to its adoption in the zoning and development cases noted herein and its incorporation by consent into an order in Baltimore County Circuit Court Case No.03-C-01-000006 that shall be binding upon the parties hereto and the Campus Hills Community Association, Incorporated. In the event that this Agreement is not adopted in the zoning and development cases noted herein or is not incorporated by consent order in Baltimore County Circuit Court Case No. 03-C-01-000006 then this Agreement shall become null and void, and the Bramalea Agreement and C.A.M.M agreement and amendment shall be reinstated as if this Agreement had not been written. Further, if this Agreement is not adopted in the zoning and development cases noted herein, or is not incorporated by Consent Order in Baltimore County Circuit Court, Case No. 03-C-01-00006, then Declarant agrees to withdraw all zoning Petitions filed pursuant hereto and to refile anew under the reinstated Agreements.

#### <u>ARTICLE I</u>

#### A. <u>Use Restrictions</u>.

- 1. Permitted Uses. The Property may be used for any and all uses now or in the future permitted in a BL-CCC zone, or other zoning classification applicable to the Property, or as allowed pursuant to the Baltimore County Zoning Regulations, as same may be amended or revised from time to time, or as allowed at law irrespective of any zoning classification except as prohibited herein by this Agreement.
- 2. <u>Prohibited Uses</u>. The following uses shall not be permitted except to the limited extent that they may be permitted under current leases:
  - a. Tourist home, boarding or rooming house;
  - b. Group home;

- c. Freestanding fast-food or drive-in or carry-out restaurant facilities (not including standard restaurants with carry-out);
- d. Dormitories, and fraternity and sorority houses;
- e. Arcade;
- f. Billiard and pool rooms;
- g. Dry cleaning plant;
- h. Drug Treatment Center;
- i. Fortune-telling establishment;
- j. Fuel service station;
- k. Golf Course;
- 1. Golf Driving Range;
- m. Heliport Type II;
- n. Helistop;
- o. Medical Clinic;
- p. Public Utility service center;
- q. Rail passenger station;
- r. Social clubs and fraternal organizations (excepting any of the Associations may conduct meetings or events at the Property);
- s. Tavern;
- t. Transit facilities (not including bus stops);
- u. Hotel;
- v. Marina;
- w. Motel or motor court;
- x. Sludge disposal facility of any kind or nature
- y. Volunteer fire company;

- z. Wireless communication towers;
- aa. Freestanding auto repair operation;
- bb. After hours club;
- cc. Free standing nightclub or bar not operated in connection with a restaurant;
- dd. Boatyard;
- ee. Car wash;
- ff. Animal boarding facility;
- gg. Funeral establishment;
- hh. Pawn shop;
- ii. Bailbondsman.
- jj. Movie Theaters in excess of six (6) screens.
- 3. Hours of Operation. The hours of operation of the permitted uses of right shall be limited to those that are customary in Baltimore County for each of the respective uses.
  - 4. Expansion or Redevelopment of Center.
- a. Declarant agrees that the Property shall not contain more than 760,000 square feet of gross building area including common areas but excluding parking lots, sidewalks and driveways. The square footage of developed area existing and proposed hereunder is certified by Declarant's Engineer on Exhibit B, attached hereto and made a part hereof.
- b. Declarant agrees that the building envelope of the in-line retail stores may not be expanded beyond the limits indicated on Exhibit C, attached hereto and made a part hereof.

- c. Declarant agrees that the height of any new or modified in-line stores shall not exceed fifty-five (55) feet.
- d. Declarant agrees to limit any above-ground parking extending from the current building envelope to a one-tier parking deck as indicated on Exhibit C. Nothing herein, however, shall prevent the conversion of interior building area on the Property to parking area except as otherwise limited herein as to height.
- e. Out parcel development, meaning buildings separated from the inline stores, in quadrant two as shown on Exhibit C shall be limited to no more than
  10,000 square feet in the area indicated in the building envelope area indicated in Exhibit
  C including permitted restaurant use within quadrant two, which shall be no more than
  6,000 square feet.
- f. Additional development in quadrant three as shown on Exhibit C shall be limited to no more than 6,000 square feet in the area indicated on Exhibit C.
- g. Except as permitted herein Declarant agrees that there shall be no additional out parcel development.
- h. No new out parcel development shall exceed eighteen (18) feet in height.
- i. No signage on any out parcel or freestanding building shall be higher than the roofline of the building.

# B. Parking and Entrances.

1. Upon approval by the appropriate departments of Baltimore County the Declarant shall reconfigure the westernmost entrance from Putty Hill Avenue by providing only in-bound access to the in-line stores and access to and from the out parcels in quadrant three. The configuration of the entrance shall be as indicated on

Date

By

SADER RECEIVED FOR FILING

By

By

Exhibit D, attached hereto and made a part hereof, as may be approved by the Baltimore County Hearing Officer pursuant to the hearings hereafter described in this Agreement.

- 2. The Declarant shall be permitted a right turn in and right turn out only access point on Goucher Boulevard as indicated on Exhibit D. This access shall be allowed to remain open for a period of not less than two years after which time any party hereto may petition for a hearing on its closure to the Baltimore County Office of Permits and Development Review, or its successors, due to safety concerns. The decision of the Hearing Officer after hearing shall be binding on all parties, and ALL PARTIES AGREE TO WAIVE ANY RIGHTS OF APPEAL FROM THAT DECISION.
- 3. In the event that access to the Property from Prince Road is obtained in a location and configuration satisfactory to Baltimore County, such entrance shall substitute for the Goucher Road entrance, which shall be closed.

#### C. Appearances and Maintenance.

1. Facades. Any future façade modifications or facades for newly constructed outparcels shall be forwarded to a committee of the Loch Raven Community Council (LRCC) or its successors formed for that purpose and hereinafter called the "Committee". The Committee shall consist of the representatives to the LRCC of the community associations of Towson Estates Associations, Inc., The Fellowship Community Association, Inc., Associates of Loch Raven Village, Inc., and The Knettishall Improvement Association, Inc. The Declarant's proposed changes to facades involving adding, removing or modifying architectural structures, color changes or sign modifications other than name changes shall be submitted to the Committee for review. The Committee has thirty (30) days from date of receipt of the drawings or descriptions of the proposed change (s) to review said changes and to request a special hearing before

ORDER RECEDENCE FILING

the Baltimore County Zoning Commissioner. If this request for hearing is not made within the thirty (30) day period, the proposed change will be subject only to the Baltimore County development and permit process.

#### 2. Lighting.

- a. Lighting for buildings as well as parking areas on the Property shall be erected to reflect light away from neighboring residential areas, and lighting for the entire Property shall be directed down and away from neighboring residential areas and shall be reduced to security level during those hours when the Shopping Center is not open for business.
- b. Declarant shall shield all parking lot lights, with the shields to extend below the bulbs with the goal of providing minimum amount of light leaving the property. With the exception of the lights directly on Goucher Boulevard (which lights are directly adjacent to the property line) the bulbs shall be shielded in such a way that the bulbs are not visible from the property lines of the Property.
- c. The Declarant may turn on the illuminated store signage when the stores are open for business and will turn off all illuminated store signage daily within one-half (1/2) hour of the individual store's closing to the public for retail sales. The parking lot lights and all other illuminated signage in each area of the Property will be turned off daily within one (1) hour of the stores in that area closing to the public for retail sales. For the purposes of this provision, Property shall be said to consist of three (3) areas: southeast (with stores adjacent to Loch Raven Village and the office park), north (with stores adjacent to Joppa Road) and west (with stores adjacent to Goucher Boulevard). Lights on the parking lot in the west section will remain on as long as the food store operates 24 hours per day. Should, however, after shielding of the parking lot

ORDER RECEIVED FOR FILING

By

By

lights it be found that light spillage onto adjacent properties no longer occurs, the enforcement of the turning off of the parking lot lights as above described may be waived by the Associations. Notwithstanding anything herein stated to the contrary, those lights immediately adjacent to the retail stores may remain illuminated until the employees depart, and a minimum number of lights, sufficient to ensure public safety after retail hours and inhibit unauthorized use of the parking area, will remain illuminated.

# 3. <u>Screening Wall</u>.

- a. Declarant shall maintain the screening walls along Joppa Road in good order and repair, and if necessary to affect such condition, shall replace such walls with the same kind or like materials used in the existing wall.
- b. Declarant agrees to abide by the terms and conditions of the Eudowood Agreement with respect to the height of the Joppa Road wall.
- c. Declarant shall re-landscape the area south of the Joppa Road wall by evergreens as shown on Exhibit E between the wall and the parking lot area.

#### 4. <u>Landscaping</u>.

- a. Declarant shall install and thereafter regularly maintain landscaping on the Property in good order, including but not limited to replacing any dead or diseased plant material.
- b. Declarant shall provide a continuous hedge of a four (4) foot high fence/trash barrier, aesthetically pleasing, from the corner of Goucher Boulevard to the easternmost property line on Putty Hill Avenue, leaving existing walls in place. The hedge shall be composed of evergreen shrubs of yew (Taxus Meia Wadii) or comparable to existing planted shrubs. The shrubs shall be planted in double, staggered rows with plants in each row three (3) feet apart center-to-center, where the width of the planting

area allows, with a minimum container size of three (3) gallons. Where required by the narrowness of the available planting area, the shrubs shall be planted in single rows with plants in each row two (2) feet apart from center-to-center. The Declarant shall be responsible to maintain and replace shrubbery as needed. It is the objective of such barrier, and it shall be so designed, to stop trash and other debris from blowing offsite into the adjacent community and property across Putty Hill Avenue.

## D. General Provisions.

- 1. Hearings and Variances. The parties hereto agree to support the provisions of this Agreement before reviewing agencies including the support of such parking variances as may be necessary to achieve the reconfigured access and parking areas including use of the out parcels per the attached Exhibits C and D, and Declarant covenants not to seek nor to allow its tenants to seek additional parking variances.
- 2. <u>Silence on Uses</u>. Nothing contained herein is intended to preclude any party or any member of any party hereto from seeking or objecting to uses or development unless specifically permitted or prohibited herein.
- 3. <u>Development Regulations</u>. Further changes to the configuration of the out parcels, access and parking areas may be subject to review and approval by various government agencies and may be subject to public hearing. Failure to obtain approval as required of access, parking or out parcel shall not be deemed a failure to comply with the terms of this Agreement, but this Agreement shall not become effective and replace the existing Agreement unless this Agreement and plans are finally adopted by Baltimore County's zoning and development review processes.
- 4. <u>Tenant's Notice</u>. Declarant will inform the Tenants of the Shopping Center of the terms of this Declaration and Agreement.

#### **ARTICLE II**

- A. <u>Pending Litigation</u>. The parties hereto agree to enter into a consent order in Case No. 03-C-1-000006 in the Baltimore County Circuit Court terminating the Declaration and Agreement among the signatory parties hereto dated August 3, 1989, known as the Bramalea Agreement and the Partial Termination of Declaration and Agreement dated March 18, 1997. Open costs of said litigation shall be paid by the Declarant.
- B. Recordation. Declarant shall cause this Declaration and Agreement to be recorded among the Land Records of Baltimore County at its sole cost and expense within ten (10) days after a final Order issued by Baltimore County in related zoning and development cases as described below and after a consent Order is issued in Baltimore County Circuit Court Case No. No.03-C-01-000006 that shall be binding upon the parties hereto and Campus Hills Community Association, Inc. If Declarant fails to record this Declaration and Agreement, as stated, any party hereto may record these covenants thereafter, and Declarant shall reimburse costs of same within thirty (30) days of recording.
- C. Zoning and Development Files. The parties agree that this Agreement shall be attached to and made a part of the zoning and development files pertaining to the Property in the case to be filed to amend the existing zoning and development plans as well as to seek the variances described herein.
- D. <u>Modification</u>. This Agreement may not be modified by the parties hereto, or by any hearing officer or court except by the express written consent of the parties hereto, their successors and assigns, which writing shall be recorded among the land records of

ORDER RECENTED FOR FILING

Date

By

Baltimore County.

- E. <u>Enforcement</u>. This Agreement shall be enforceable by the parties, their successors and assigns, and by Baltimore County as part of its code enforcement of its zoning and development orders.
- F. Term. This Agreement shall have a term of thirty (30) years from the date hereof above written and shall expire thirty (30) years from the above-written date after which time it shall no longer be binding upon the parties hereto nor enforceable by them as part of any Baltimore County zoning or development order. Notwithstanding the foregoing nothing stated herein is intended to represent that Baltimore County is in any way limited in the enforcement of its orders by provisions contained herein.
- G. <u>Eudowood Agreement</u>. Nothing contained herein is in any way intended to address, modify, replace or void the Agreement between Declarant's predecessor in title and various individuals and entitles dated July 31, 1958, and recorded among the land records of Baltimore County in Liber 3602, folio 052. The parties hereto do not represent, and cannot, by executing this Agreement, bind the individual landowners of Towson Estates, a residential community located on the north side of Joppa Road, who are parties to the Eudowood Agreement.

#### ARTIC'LE III

#### **MISCELLANEOUS**

- A. <u>Captions</u>. All captions in this Agreement are for convenience only and do not in any way define, limit, amplify or describe the scope of the provisions hereof and shall not be utilized to interpret the provisions of this Agreement.
- B. <u>Covenants to Run with the Land</u>. The covenants and restrictions hereby imposed in this Agreement on the use and development of the Property shall be interpreted as

ORDER RECEIVED FOR FLINE
Date
By

covenants running with the land and shall be binding upon Declarant and its successors and assigns.

- C. <u>No Third Party Beneficiaries; Successors or Assigns</u>. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any other person or entity any right, remedy or claim under this Agreement or by reason hereof except as otherwise stated herein. This Agreement is personal to the Associations and may not be assigned by the Associations to any other person or entity other than a lineal successor to a signatory Association.
- D. <u>Notice of Default, Waiver of Default</u>. In the event the Associations or Declarant determines that there exists an alleged breach of this Agreement by the other, such party shall give the alleged default party written notice thereof and an opportunity to cure the same, at least sixty (60) days prior to instituting an action against such party to enforce the terms of this Agreement.
- E. Governing Laws. This Agreement shall be construed and governed in accordance with the laws of the State of Maryland.
- Remedies. The Associations and the Declarant hereby agree that any remedy at law for any breach by Declarant or the Associations of any of the terms, covenants or conditions of this Agreement may not be adequate, and further agree that in addition to all other remedies available at law or in equity, the Associations or the Declarant shall have the right to seek to restrain by injunction any violation or threatened violation by either, of any of the terms, covenants or conditions hereof and by decree to seek to compel its performance of any such terms, covenants or conditions.

## G. NOTICES.

1. Each notice, demand, request, consent, approval, disapproval or

designation, each of which is herein referred to as a "Notice," that Declarant or the Associations are required or desire to give or make or communicate to the other shall be in writing and shall be deemed to have been validly given five days after such Notice has been mailed by certified or registered mail, postage prepaid, return receipt requested or delivered by hand against receipt therefor, to the address(es) below or as otherwise established pursuant to Section B below.

#### If to Declarant:

Talisman Towson Limited Partnership

c/o Schlesinger Companies, Inc. 1500 San Remo Avenue, Suite \_135 Coral Gables, Florida 33146 Attn: James Schlesinger

#### With a copy in like manner to:

Fischbein, Badillo, Wagner & Itzer 909 Third Avenue, 17 Floor New York, New York, 10022 Attn: Robert Claeson, Esquire

#### If to the Associations:

Towson Estates Association, Inc. 119 Edgewood Road Towson, Maryland 21204

The Knettishall Improvement Association, Inc. 1659 Thetford Road Towson, Maryland 21204

The Fellowship Community Association 1200 Stevenson Lane Towson, Maryland 21286

Associates of Loch Raven Village, Inc. P.O. Box 9721
Baltimore, Maryland 21284-1221

The Cromwell Valley Community Association, Inc. 942 Beaverbank Circle
Towson, Maryland 21286

With a copy in like manner to:

Michael P. Tanczyn, Esq. 606 Baltimore Avenue, Suite 106 Towson, Maryland 21204-4098

- 2. Additional Address; Change of Address. The Associations and the Declarant, from time to time, may each designate up to two (2) additional persons and addresses entitled to receive copies of all Notices sent hereunder provided the addresses are furnished as herein-above required. Any party hereto may change its address set forth in Section A above by sending Notice of such change to the persons and addresses provided hereinabove.
- 3. <u>Form of Notice</u>. Each Notice sent pursuant to this Agreement must state (or must be accompanied by a cover letter that states) that such Notice is being sent pursuant to this Agreement and shall state the Section (s) of this Agreement pursuant to which Notice is given.
- H. <u>Dedication</u>. Nothing herein contained shall be deemed to be a gift or dedication of any part of the Property to or for the general public, or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to the purposes herein expressed.
- I. <u>Lender's Approval</u>. Declarant agrees to make its best efforts to obtain Lender's Approval of this Agreement.

Bankruptcy. In the event of a filing for bankruptcy protection by the Declarant, Declarant agrees not to seek abrogation or voiding of this Agreement as part of the proceeding.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement or caused it to be executed and sealed on its behalf by its duly authorized representative, the day and year first above written.

DECLARANT

WITNESS OR ATTEST:

TALISMAN

TOWSON

LIMITED

PARTMERSHIP

BY: (SEAL) NAME

TITLE

ASSOCIATIONS

TOWSON ESTATES ASSOCIATION, INC.

THE KNETTISHALL IMPROVEMENT ASSOCIATION, INC.

Lawright BY: Emily MEDI.

NAME: Emily MEDI.

TITLE: President

THE FELLOWSHIP COMMUNITY ASSOCIATION, INC.

[SIGNATURES CONTINUED ON NEXT PAGE]

ASSOCIATES OF LOCH RAVEN VILLAGE, INC.

CROMWELL VALLEY COMMUNITY ASSOCIATION NAME: MICHAEL J / 1
TITLE: VICE president. STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT: I HEREBY CERTIFY that on this 3/5 day of COTOMER before me, a Notary Public for the state aforesaid, personally appeared AVIES A SCHIESIUSE known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that (s) of TALISMAN TOWSON LIMITED PARTNERSHIP, he is the a limited parinership company organized and existing under the law of Maryland, that (s) he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed. IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day. and year first above written.

My commission expires on IIII I'

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT: I HEREBY CERTIFY that on this 2 day of (1, 2003, before me, a Notary Public for the state aforesaid, personally appeared known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that (s) he is of TOWSON ESTATES ASSOCIATION, INC., a the non-stock compány organized and existing under the law of Maryland, that (s) he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed. IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written. My commission expires on 2/28/07STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT: I HEREBY CERTIFY that on this 20 day of 1, 2003, before me, a Notary Public for the state aforesaid, personally appeared known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that (s) he is the HPSINPALT of THE KNETTISHALL IMPROVEMENT ASSOCIATION, INC., a non-stock company organized and existing under the law of Maryland, that (s) he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

My commission expires on

and year first above written.

FEB 28 2007 AND COUNTY HOLD CHILLING COUNTY HOLD COUNTY HOLD COUNTY HOLD CHILLING THE PARTY PUBLISHING CHILLING THE PARTY PUBLISHING CHILLING CHILL

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day

STATE OF MARYL	AND	COUNTY	OF BALT	IMORE:	TO	WIT:
DIVID OL MUNIT	ZZIND.	COUNT	OI DUTT	TTAT (C) T/TO:	$\mathbf{I} \mathbf{V}$	AATT

I HEREBY CERTIFY that on this day of (1, 2003, before me, a
Notary Public for the state aforesaid, personally appeared
known to me or satisfactorily proven to be the person
whose name is subscribed to the foregoing instrument, who acknowledged that (s) he is
the HOSID PAIT of ASSOCIATES OF LOCH RAVEN VILLAGE,
NC., a non-stock company organized and existing under the law of Maryland, that (s) he
has been duly authorized to execute, and has executed, the foregoing instrument on
sehalf of the said entity for the purposes therein set forth, and that the same is its act and
deed.
THE WITCHE CONTINUE I have not may bond and Matarial Coal the day.
IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day
and year first above written.
Notary Public FEB
Notary Public FEB %:
My commission expires on $2/8/67$
The county is
MINIARY PUBLIS
STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:
I HEREBY CERTIFY that on this 301 day of 050, 2003, before me, a
Notary I ublic for the state aforesaid, personally appeared
κnown to me or satisfactorily proven to be the person
whose name is subscribed to the foregoing instrument, who acknowledged that (s) he is

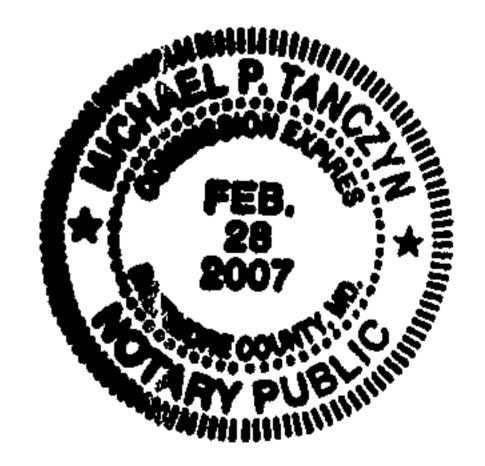
Notary Fublic for the state aforesaid, personally appeared

whose name is subscribed to the foregoing instrument, who acknowledged that (s) he is the York No., a non-stock company organized and existing under the law of Maryland, that (s) he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

Notary Public

My commission expires on [ 1 3 3 3 3 2007]



Jan 4-121-SPHA
123E Patty Hillan 10-16-03 10 Bady Hant Lum Don 410-825-0884 Mase Dent me Afecial notification of The planing including the CC list Min. 102 Donald Gerdung Zoning Chair Greater Towson Council of Community Assor. Emore MA

The Greater Towson Council of Community Assoc.

**GTCCA** 

P.O. Box 5421, Towson, MD 21285-5421

www.gtcca.orgPECE/VE/

October 21, 2003

NOV 1 3 2003

Lawrence E. Schmidt, Esq. Baltimore County Zoning Commissioner

re: Issue 4-121 SPHA

1238 Putty Hill Avenue

Towson Market Place

Dear Commissioner Schmidt:

The Greater Towson Council of Community Associations, thru its Zoning Chairman and President, present a community traffic safety concern, and a recommendation to address this public and traffic safety concern.

- (A) Patrons using Goucher Blvd. south of Prince Road desiring to enter the "proposed entrance" into Towson Market Place on the west side of the site will have a tendency to make a U-turn from the left turn storage lane at Putty Hill/Hillen Road and Goucher Blvd. into an almost constant flow of northbound traffic generated by the existing traffic pattern at this intersection.
- (B) Patrons exiting the "proposed right turn only exit" into northbound lanes of Goucher Blvd. will attempt to cross three (3) lanes of almost constant northbound traffic using Goucher Blvd. for general travel purposes and attempt to make a U-turn left at Prince Road into southbound traffic using Goucher Blvd. or the traffic travel from Courthouse Square apartments on the west side of the intersection or the traffic travel making a legal/proper left turn from Prince Road at the traffic light which controls the Goucher Blvd./Prince Road intersection. There is a MTA bus stop (with bench/shelter) at the southwest edge of this Goucher Blvd./Prince Road intersection which must also be considered in the U-turn maneuver.

Both of these maneuvers (A & B) offer unwarranted risk to those in the now heavy traffic pattern of this specific area.

The Greater towson Council of Community Association request, on behalf of the many thousand community members and general public who daily use this section of Goucher Blvd., the Zoning Commissioner instruct, via his "Finding of Fact and Conclusions of Law" and order the placement of these two (2) No U-turn signs - erected at the proper place at the two (2) median breaks on Gouncher Blvd. to address this public safety concern.

Thank you for your very prompt and positive consideration to this request.

Sincerely,

J. Donald Gerding Zoning Chairman Donald R. Wright
President

cc:

John Gontrum
Michael Tanczyn
Timothy Kotroco
Don Roscoe
Donna Spicer

CASE NAME TOWSON MARKET CASE NUMBER 4-1218PHA DATE 10-31-03

# CITIZEN'S SIGN-IN SHEET

_	سودهاي		
NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL
DOWALD GERDING SING PAISONS.	335 OLD TRAIL	BACTIMORE MD 21212	
	412 Woodbone Ave	Towson Ma 21204	RParsons Juscoc-net
DONNA SPICER	8719 Eddington Rd.	Balfo. MD. 21234	FAX 410-668-0569
HCGNIN	8118 LOCIT PLANEW BIND	TOW SON 40 21-186	MCGNINLAW QAOL.COM
	<u></u>		
			· · · · · · · · · · · · · · · · · · ·
	•		<u> </u>
<del></del>			
	- -		
			<u> </u>
<u></u>			<u> </u>
		· - · · · · · · · · · · · · · · · · · ·	

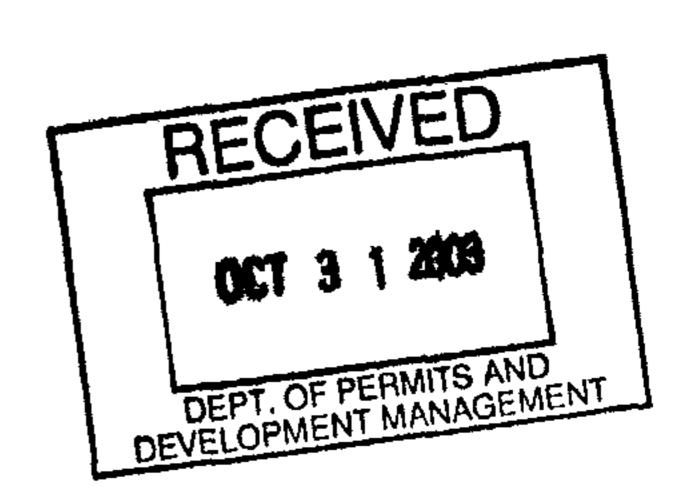
PI	<b>EASE</b>	PRINT	CLEARL	Y
<i>4</i> ←			~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	

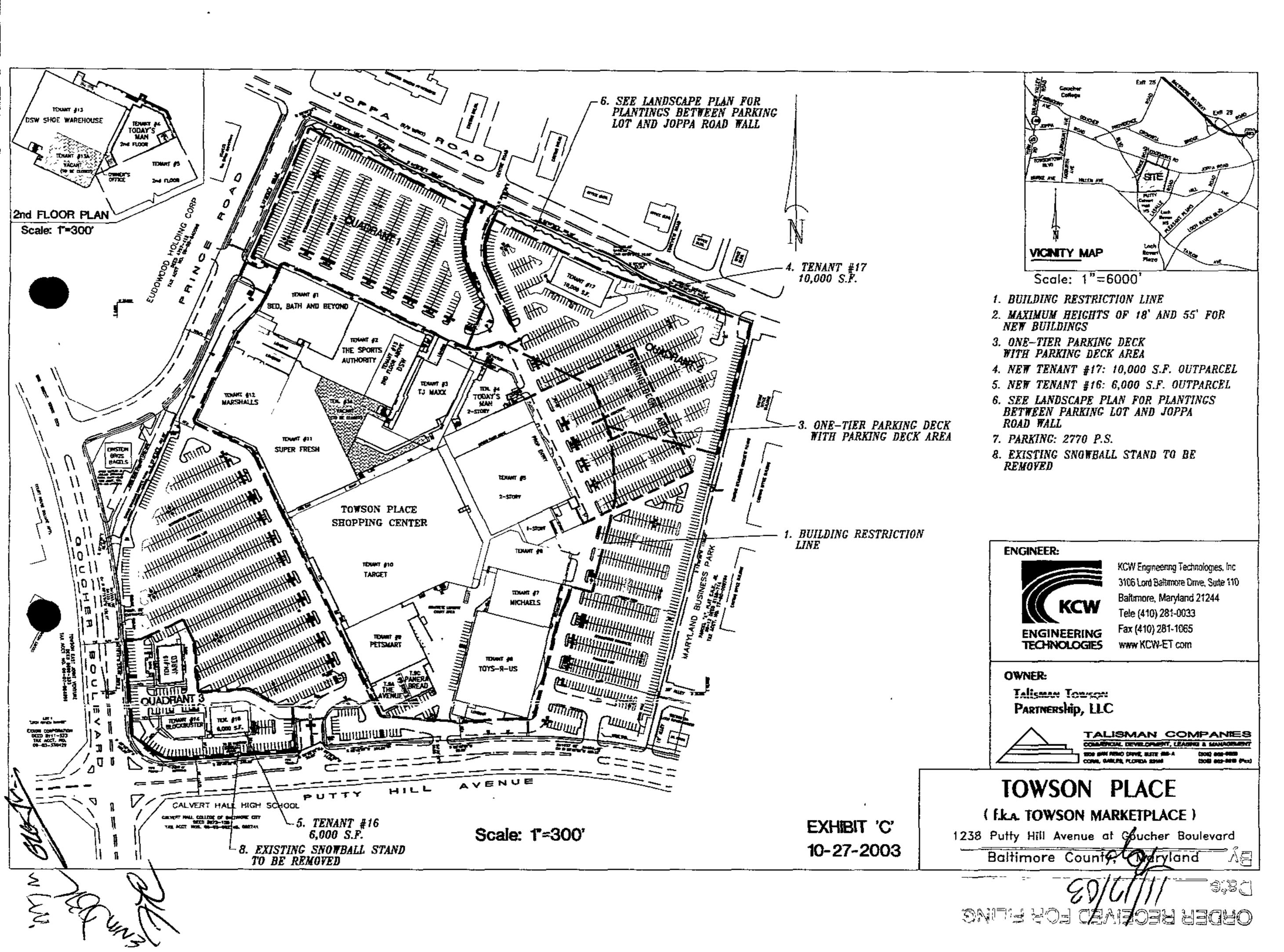
CASE NAME	
CASE NUMBER	
DATE	

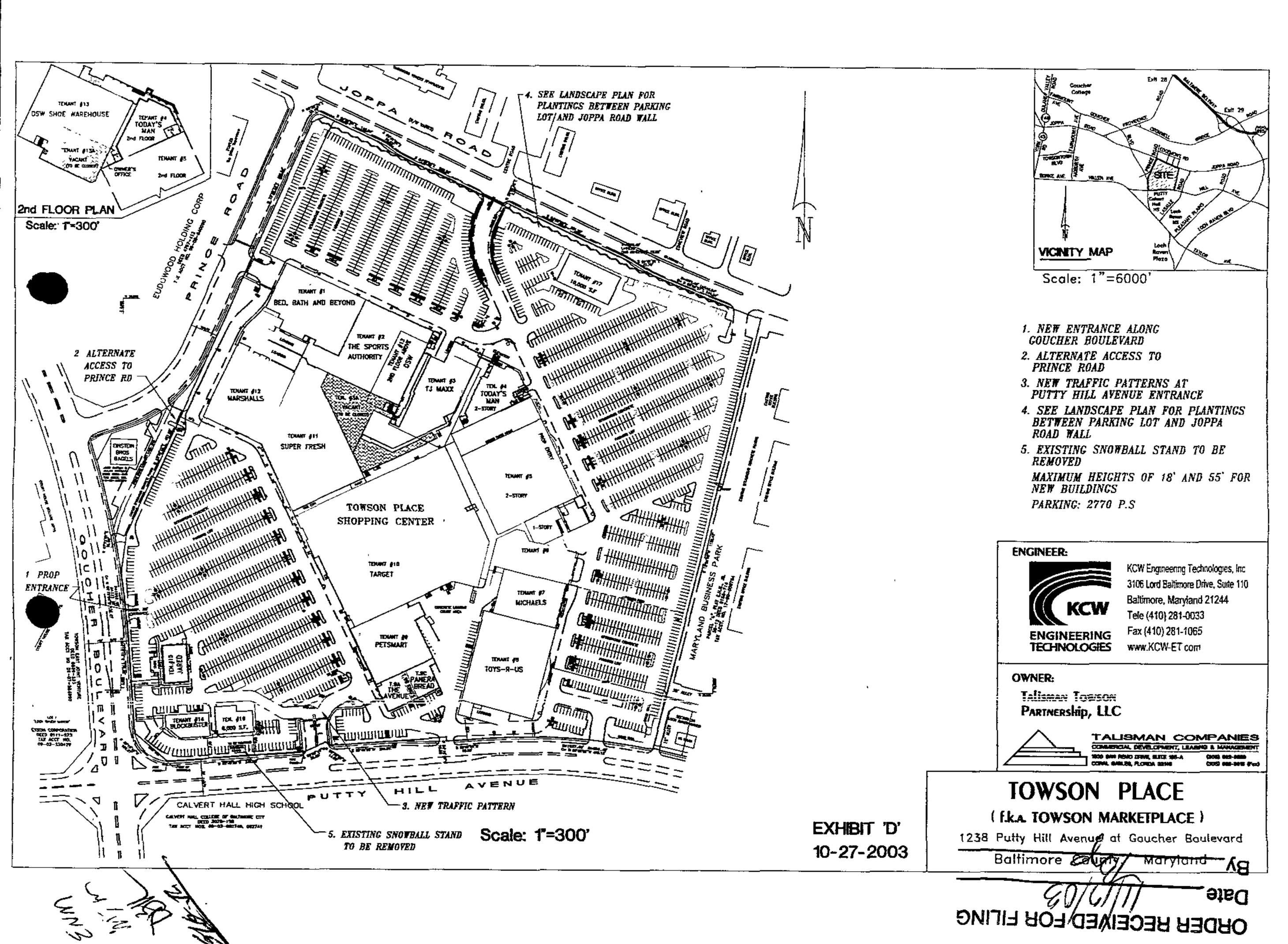
# PETITIONER'S SIGN-IN SHEET

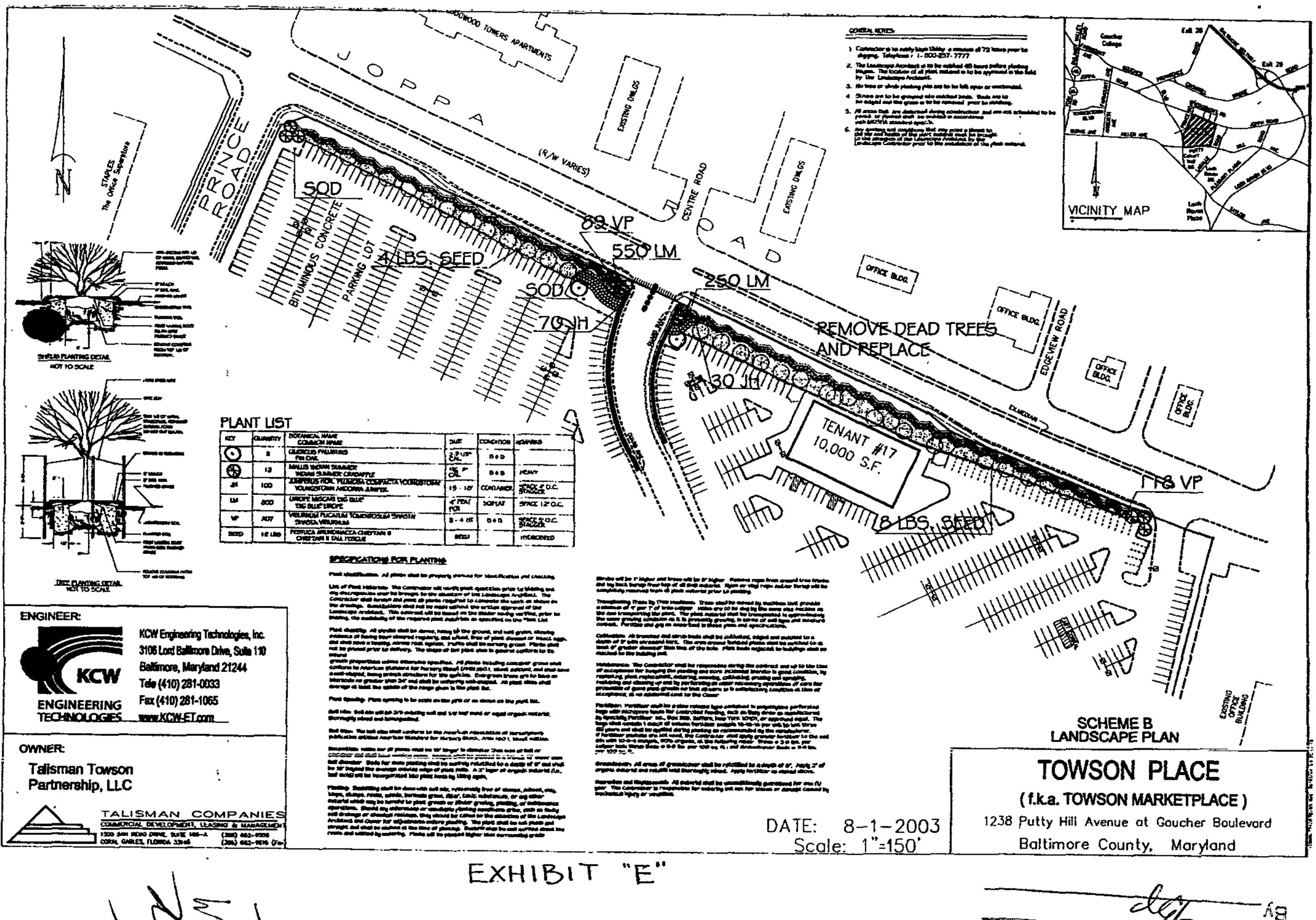
NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL	
Jay Spancer	15 w. Ayles Swy RD	1:mon:um, m1) 21093	TSpencer @ DIAI. Net	
DOUGHAS L. KENNEDY	3106 CORD BALTO. DEIVE	BALTIMORE, MD. 21093	DKennedy @KCW-E7.com	
PIK TSITLIK	_ 4 _	BALTIMORK, MD 21244	MTSIFLIK & KOW-ET. COM	
		•		
	,			
<u> </u>				
- · · · · · · · · · · · · · · · · · · ·				
			<u></u>	

Community of Reviewadium interior Towson Community Plan, Feb. 3, 1995 ~ (1YP) 😅 Recreation and Parks Plan. 6/1994 Towson Community Open Space Filan (Adopted Oct. 20, 1994). RIB edevelopment of this property is subject to an arded in the Land Records of Baltimore County in 1050 between Bramalea (previous owner) and ociations representing Towson Estates, Loch Raven hall, Fellowship Forest, Campus Hills, and Cromwell JACK BAYLIN ALLAN, BERMAN 5061-249 TAX ACCT/NO. king lot lighting shall be pole or building mounted 6-00-007372 rected away from public rights-of-way and adjacent 35. is shall comply with BCZR Section 413 and all zoning COURT is for B L. Zone. HOUSE .KS: Per B.L. zone Proposed (Proposed Required (Pad Sites) (Main Bldg.) 25 ft. SOUPRE 388 ft. 10 ft. 58 ft. 52 ft. Oft. 500 ft. 46 ft. 0 ft. 760,000 750,000 sf / (43.12 ac)(43560 sf/ac) = 0.4 5794 The site is fully developed with an existing retail ter and parking. To the best of our knowledge, there are loodplains, wetlands, streams, seeps, ponds, or bodies r within 200 ft. of this site; no significant regulated plant or nunities, wells, septic systems, or underground storage , sile. 152,000 3.49 = 150,000 sf = 8:44 ac 3PAGE: 760,000 0.2 x 750,000 at (G.B.A.) = 155,000 sf = 3,56 acre are no known historic buildings or sites on or adjacent erty, there are no areas of critical State concern. e does not include any prime or productive soils. Per SOUARE county Soil Survey on-site soils are: GIB and GuB. ING CASES, DESCRIPTION BYAG TAX ACCT  ${\mathbb Z}$ Variance for Identification Sign Reclassification from R-6 to B L. EAST Reclassification of 0.33 ac. from B.L. to B.M. for Approved Martina' cataring. Jan. 7, 1974 JOINT -233 Vanance to permit 3047 off-strilet parking spaces in Neu of the required 3415 spaces Approved (-388 parking spaces). VENTURE Use of theaters was denied. 584890 Special Exception for automotive service Approved garage in Montgomery Wards Feb. 5, 1979 B.L.-CCC and D.R 5.5 (13,9 ac) 1984 35,000 6PH for a use permit to store new automobiles Denkad in D.R. 5.5 zone Denled. Jan. 29, 1988 Zoning Change | D.R. 5,5 to B.L.-CCC 1988 Site Plan updated to include 'Blockbuster Davoraga Video" pad site building. LOT 1 March 1989 "LOCH RAVEN MANOR" Variance for O' setback for existing parking; SPH to amend Site Plan for Hemphilis Outdoor Approved EXXON CORPORATION June 24, 1993 Gerden Canter. DEED 8111-573 Variation for parking granted for continuance of 368 p.s. per #77-230.305 and additional -130 TAX ACCT, NO. 09-03-330139 Approved: p s. to allow 2912 plantatal" Reincation of auto-Nov. 9, 1995 Amended Order Feb 22, 1995 Development Plan #IX-386 SPH Charte ve Amended () evelopment Plan HIX-388 Egecial Exception lateratore i Approved / Oct. 6 , 1998 approved per Case #79-125-X and 98-95-XA. ZONED B.L. ZONED B.L. ZOA a Above. ZONED O.R. ETY: Public Safety will be addressed as part of [1] alopment project per amended order dated Feb 22, 1996 in # 96-95-XA. HEARING. Per Baltimore County Development Regulations on 26-206.1, a request has been made for a combined hearing ining Variance for parking, Special Exception for autoe-carnee, and Special Hearing to amend prior approved

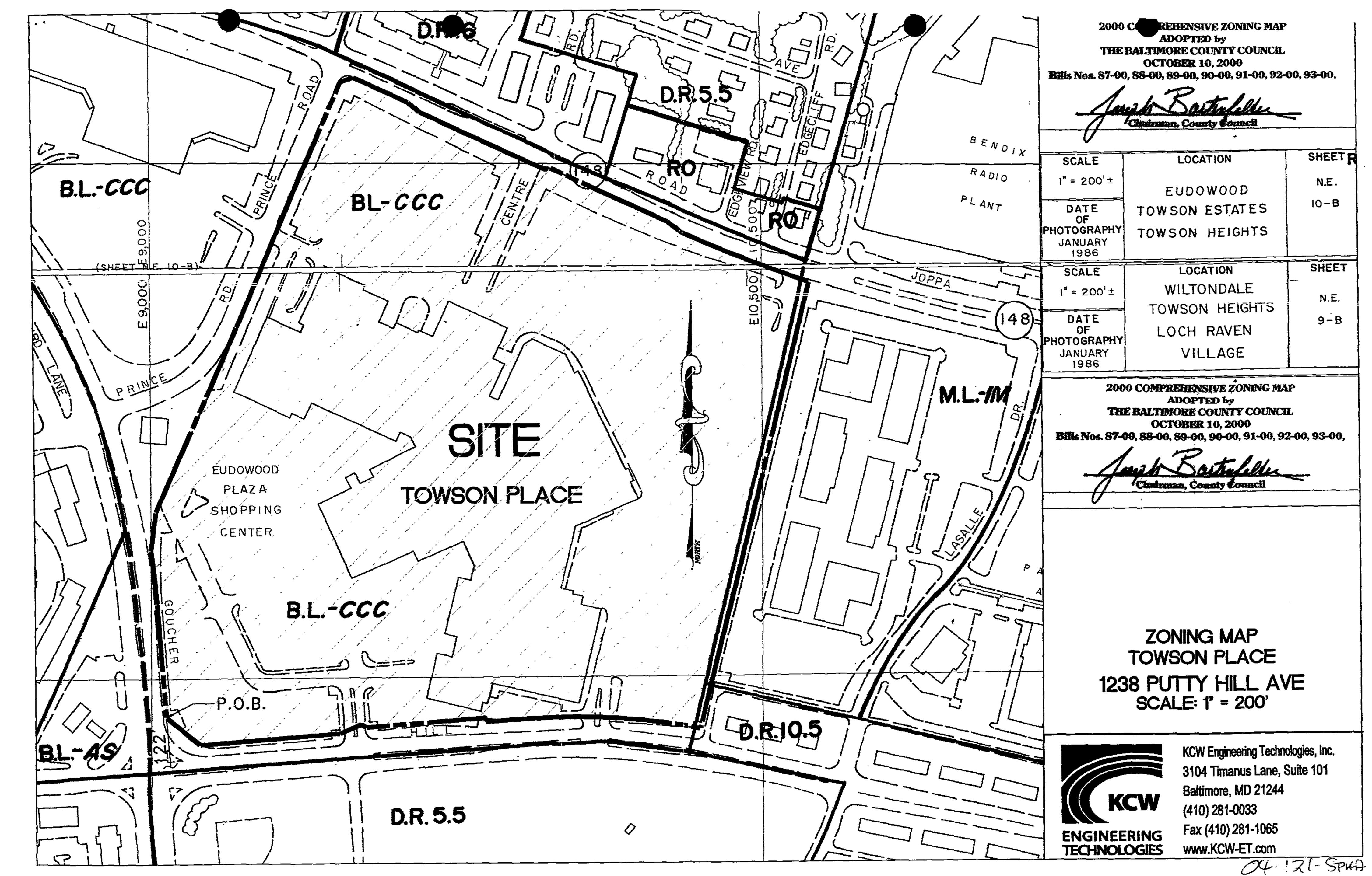


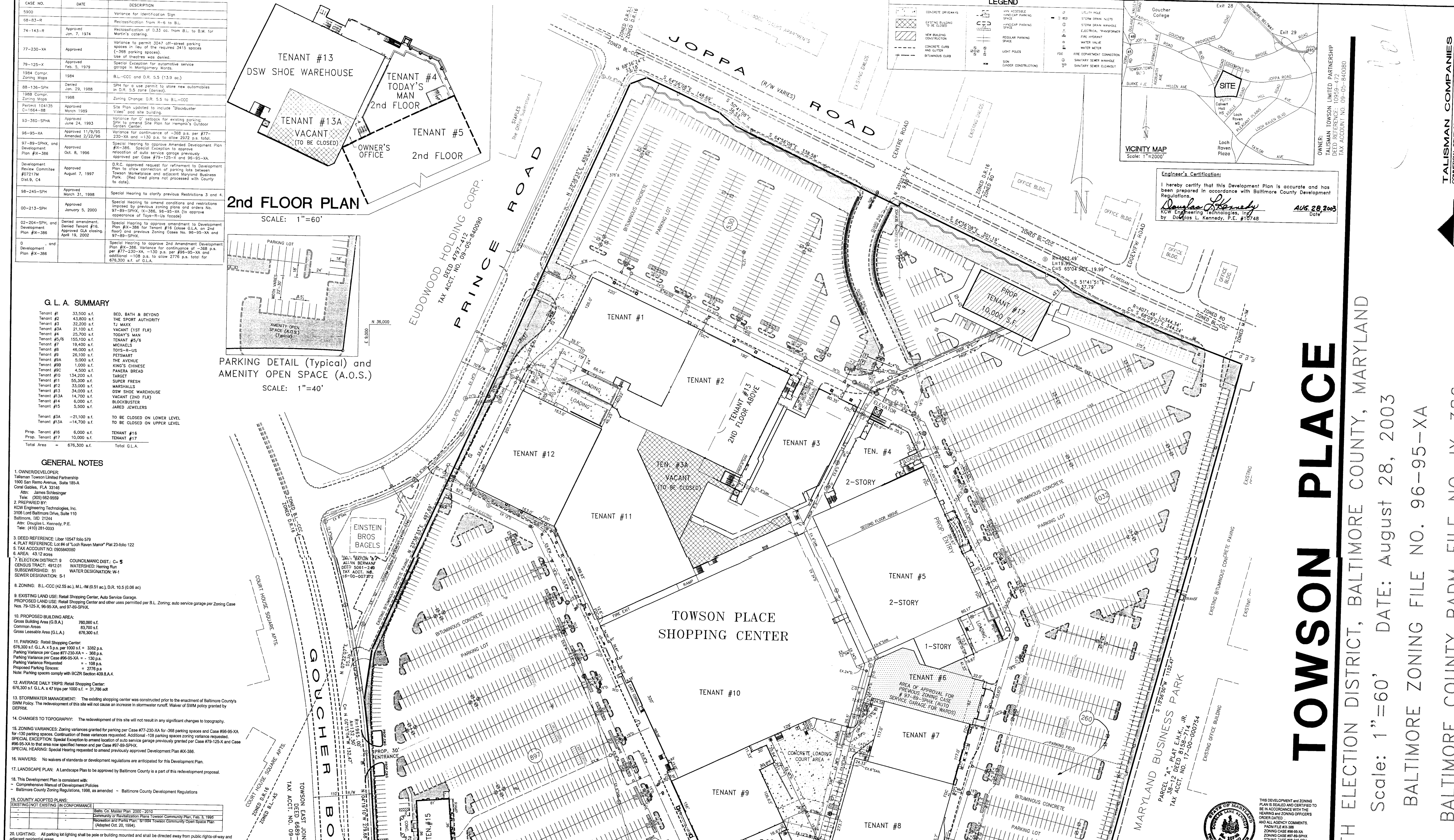






ORDER RECEIVED FOR FILING





PREVIOUS ZONING CASES:

adjacent residential areas.

21. SIGNAGE: All signs shall comply with BCZR Section 450 and all zoning sign regulations for B.L. Zone

ZONING CASE #02-204-SPH

