Date Control FOR FILLING

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Over Contr

IN RE: PETITION FOR SPECIAL HEARING
NE/S Bradshaw Road, 1531' S of the c/l
Franklinville Road
(8030 Bradshaw Road)
11th Election District

11th Election District
3rd Council District

Cardinal William H. Keeler
Roman Catholic Archbishop of Baltimore,
A Corporation Sole - Petitioner

- * BEFORE THE
- * ZONING COMMISSIONER
- * OF BALTIMORE COUNTY
- Case No. 05-481-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 owner of the subject property, Cardinal William H. Keeler, Roman Catholic Archbishop of Baltimore, A Corporation Sole, and the Contract Purchasers, John and Rebecca Grasham. The Petitioners request a special hearing to approve the non-density transfer of 1.456 acres, more or less, from the subject property to the owners of an adjacent parcel. 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 Exhibits 1 and 2.

Appearing at the requisite public hearing on behalf of the Petitioners was Ronald M. Kearney, the Surveyor who prepared the site plan for this property. There were no Protestants or other interested persons present.

Testimony and evidence offered revealed that the subject property is an irregular shaped parcel located on the northeast side of Bradshaw Road, south of Franklinville Road in the Upper Falls area of eastern Baltimore County. The property contains a gross area of 22.365 acres, more or less, zoned R.C.5, and is the site of the St. Stephen's Catholic Church. Testimony indicated that Mr. & Mrs. Grasham own and reside on the adjacent property, known as 11537 Franklinville Road, which contains approximately 13 acres in area and abuts the subject property to the rear. As shown on the site plan, a 150-foot wide BG&E right-of-way easement extends through both the Petitioner's property and the Grasham's property, where the two parcels abut. While this BG&E right-of-way renders this area of both properties undevelopable, it can be utilized for agricultural purposes. In this regard, the Petitioners

have contracted to sell that portion of their property (1.456 acres) to the Grashams who wish to utilize the property in conjunction with the agricultural uses on their property.

After due consideration of the testimony and evidence presented, I am persuaded to grant the requested relief. There were no adverse comments submitted by any County reviewing agency, and no one appeared in opposition to the request. As noted above, the proposal is for a non-density transfer and as such, the Grashams will not acquire any rights of subdivision. In my judgment, the conveyance will not be detrimental to the health, safety or general welfare of the locale and is entirely consistent with the agricultural use of the adjacent property.

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 shall be granted.

this 17 day of May 2005, that the Petition for Special Hearing seeking approval of the non-density transfer of 1.456 acres from the subject property to an adjacent parcel, in accordance with amended Petitioner's Exhibits 1 and 2, be and is hereby GRANTED, subject to the following restrictions:

- 1) The Petitioners are hereby made aware that proceeding at this time is at their own risk until the 30-day appeal period from the date of this Order has expired. If an appeal is filed and this Order is reversed, the relief granted herein shall be rescinded.
- 2) The relief granted herein is for the non-density transfer of 1.456 acres from the subject property to the adjacent parcel owned by Mr. & Mrs. John Grasham for agricultural purposes, only. There are no rights of subdivision associated with this transfer.
- 3) Within sixty (60) days of the date of this Order, new deeds shall be recorded in the Land Records of Baltimore County referencing this case and incorporating the conditions and restrictions of this Order.

4) When applying for any permits, the site plan filed must reference this case and set forth and address the restrictions of this Order.

WJW:bjs

Zoning Commissioner for Baltimore County

2

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 William J. Wiseman III, Zoning Commissioner

May 17, 2005

Mr. Ronald M. Kearney 4401 Philadelphia Road Bel Air, Maryland 21015

RE: PETITION FOR SPECIAL HEARING

NE/S Bradshaw Road, 1,531' S of the c/l Franklinville Road

(8030 Bradshaw Road)

11th Election District – 3rd Council District

Cardinal William H. Keeler, Roman Catholic Archbishop of Baltimore, Owners;

John & Rebecca Grasham, Contract Purchasers - Petitioners

Case No. 05-481-SPH

Dear Mr. Kearney:

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

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

Very truly yours,

Zoning Commissioner

for Baltimore County

WJW:bjs

The Honorable Cardinal William H. Keeler cc: Roman Catholic Archbishop of Baltimore c/o St. Stephen Catholic Church, 8030 Bradshaw Road, Kingsville, Md. 21087 Mr. & Mrs. John Grasham, 11537 Franklinville Road, Upper Falls, Md. 21156 People's Counsel; Case File





FOR KE

Casel No. ()5-481-SPH

Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property loca	ted at 8030 BRAD	SHAW RD.
	which is presently zoned	
This Petition shall be filed with the Department of Permits and owner(s) of the property situate in Baltimore County and which is demade a part hereof, hereby petition for a Special Hearing and the state of the st	Development Management escribed in the description an	t. The undersigned, legal diplat 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 a non-density transfer of a parcel containing 1.456 acres out of a parcel containing 22.365 acres and owned by Cardinal William H. Keeler Roman Catholic Archbishop of Baltimore, a Corp. sole to John and Rebecca Grasham, owners of a parcel containing 12.99 acres.

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.

ESTIMATED LENGTH OF HEARING

Reviewed By D.T. Date 32305

UNAVAILABLE FOR HEARING

	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):
John & Rebecca Grasham Name - Type or Print Signature Signature Address Address Telephone No.	Cardinal William H. Keeler Roman Catholic Archbishop of Baltimore, a Corp. sole Name-Type or Print Signature
Upper falls, Maryland 21156 City State Zip Code Attorney For Petitioner:	Signature 410-727-7071 c/o St. Stephen Catholic Church
Name - Type or Print	Address 8030 Bradshaw Road Kingsville, Maryland City State Zip Code
Signature	Representative to be Contacted:
Company	Ronald M. Kearney Name
Addless Telephone No.	4401 Philadelphia Road 410-989-0445 Address Telephone No
State Zip Code	Bel Air, Maryland 21015 City State Zip Code
	OFFICE USE ONLY

ZONING DESCRIPTION 8030 BRADSHAW ROAD

Beginning at a point that is 450 feet East of the centerline of Bradshaw Road and 1531 feet south of the centerline of Franklinville Road, thence South 35 degrees 41 minutes 06 seconds East 176.26 feet, North 22 degrees 36 minutes 03 seconds East 533.85 feet, South 71 degrees 49 minutes 59 seconds West 197.78 feet, and South 22 degrees 38 minutes 18 seconds West 311.79 feet to the place of beginning. Containing 1.456 acres.

Located in the 11th Election District and the 3rd Councilmanic District.

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ON ON		
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		3

The Zoming 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: #05-481-SPH

8030 Bradshaw Road

N/east side of Bradshaw Road and 1,531 feet s/east of centerline of Franklinville Road

11th Election District - 3rd Councilmanic District

Legal Owner(s): Cardinal William H. Keeler, Roman Catholic Archbishop of Baltimore
Contact Purchaser: John & Rebecca Grasham
Special Hearing: to permit a non-density transfer of a parcel containing 1.456 acres out of a parcel containing 22,365 acres and owned by Cardinal William H. Keeler, Catholic Archbishop of Baltimore, a Corp. sole to John & Rebecca Grasham, owners of a parcel containing 12.99

Hearing: Tuesday, May 3, 2005 at 9:00 a.m. in Room 40 ff County Courts Building, 401 Bosley Avenue, Towson 21264.

WILLIAM WISEMAN

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.

J1747218-Apr. 19 # The Special of the contract of the contract

CERTIFICATE OF PUBLICATION

4/20/.2005
THIS IS TO CERTIFY, that the annexed advertisement was published
n the following weekly newspaper published in Baltimore County, Md.,
once in each ofsuccessive weeks, the first publication appearing
$\frac{14}{19}$,2005.
· ·
The Jeffersonian Arbutus Times
☐ Arbutus Times
☐ Catonsville Times
☐ Towson Times
Owings Mills Times
□ NE Booster/Reporter
☐ North County News

LEGAL ADVERTISING

CERTICATE OF POSTING

ATTENTION: KRISTEN MATTHEWS

Date April 19, 2005

Case Number 05-481-SPH

ST. STEPHEN CATHOLIC CHURCH

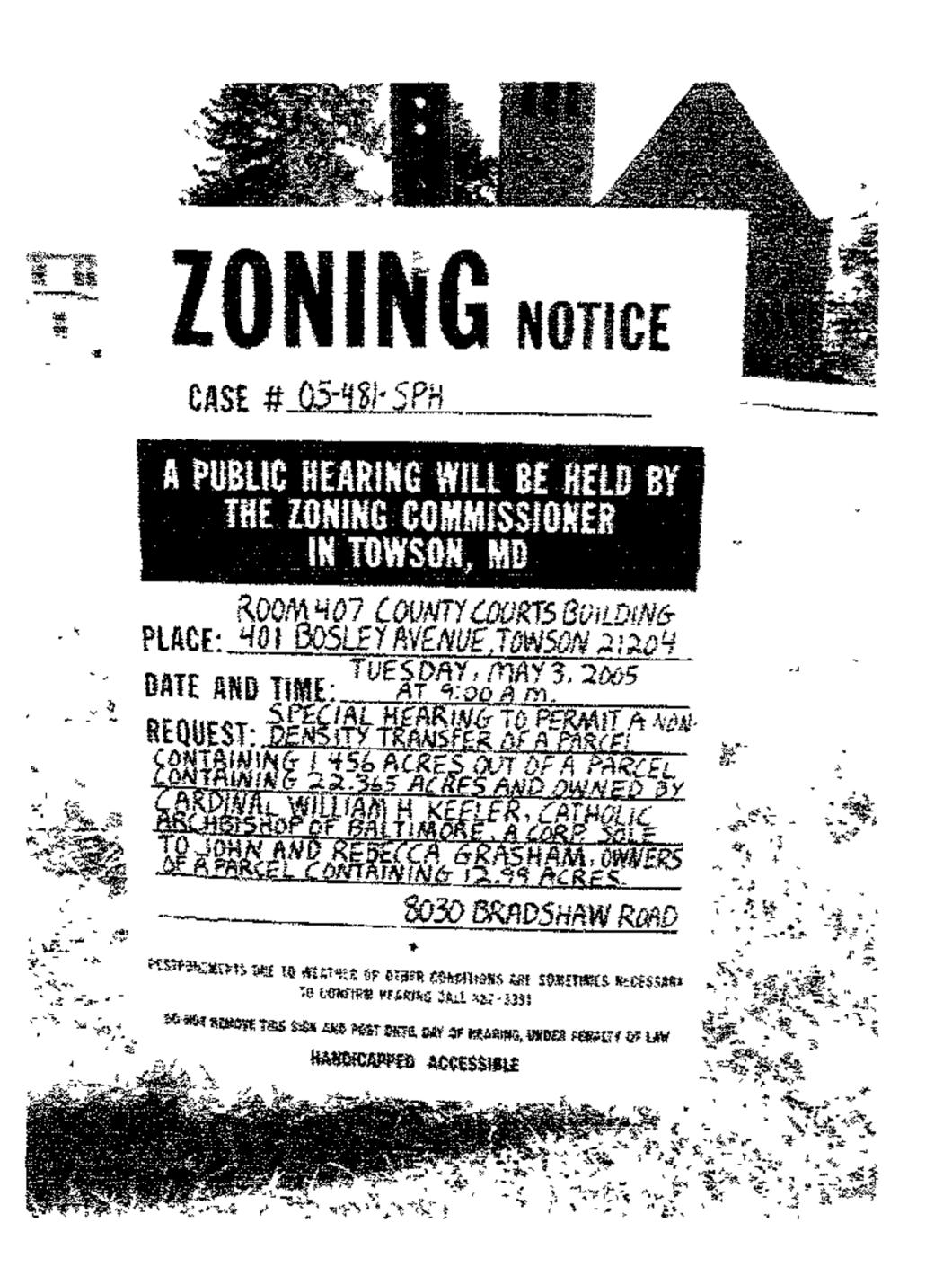
Petitioner/Developer MR. + MRS. JOHN GRASHAM / RONALD KEARNEY

Date of (Hearing) Closing MAY 3, 2005

This is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at 8030 BRADSHAW ROAD

The sign(s) were posted on

april 16, 2005



(Signature of Sign Poster)

Linda O'Keefe (Printed Name of Sign Poster)

523 Penny Lane (Street Address of Sign Poster)

Hunt Valley Maryland 21030 (City. State. Zip Code of Sign Poster)

410-666-5366 (Telephone Number of Sign Poster) TO: PATUXENT PUBLISHING COMPANY Tuesday, April 19, 2005 Issue - Jeffersonian

Please forward billing to:
John & Rebecca Grasham
1137 Franklinville Road
Upper Falls, MD 21156

410-303-2830

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: 05-481-SPH

8030 Bradshaw Road

N/east side of Bradshaw Road and 1,531 feet s/east of centerline of Franklinville Road 11th Election District – 3rd Councilmanic District

Legal Owners: Cardinal William H. Keeler, Roman Catholic Archbishop of Baltimore Contract Purchaser: John & Rebecca Grasham

Special Hearing to permit a non-density transfer of a parcel containing 1.456 acres out of a parcel containing 22.365 acres and owned by Cardinal William H. Keeler, Catholic Archbishop of Baltimore, a Corp. sole to John & Rebecca Grasham, owners of a parcel containing 12.99 acres.

Hearing: Tuesday, May 3, 2005 at 9:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue, Towson 21204

WILLIAM WISEMAN

ZONING COMMISSIONER FOR BALTIMORE COUNTY

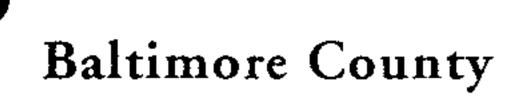
NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.

(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





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

March 28, 2005

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: 05-481-SPH

8030 Bradshaw Road

N/east side of Bradshaw Road and 1,531 feet s/east of centerline of Franklinville Road 11th Election District – 3rd Councilmanic District

Legal Owners: Cardinal William H. Keeler, Roman Catholic Archbishop of Baltimore Contract Purchaser: John & Rebecca Grasham

<u>Special Hearing</u> to permit a non-density transfer of a parcel containing 1.456 acres out of a parcel containing 22.365 acres and owned by Cardinal William H. Keeler, Catholic Archbishop of Baltimore, a Corp. sole to John & Rebecca Grasham, owners of a parcel containing 12.99 acres.

Hearing: Tuesday, May 3, 2005 at 9:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue, Towson 21204

Timothy Kotroco

Director

TK:klm

C: St. Stephen Catholic Church, 8030 Bradshaw Rd., Kingsville 21087 Mr. & Mrs. John Grasham, 1137 Franklinville Road, Upper Falls 21156 Ronald Kearney, 4401 Philadelphia Road, Bel Air 21015

NOTES: (1) THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY MONDAY, APRIL 18, 2005.

- (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

<u>ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS</u>

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.

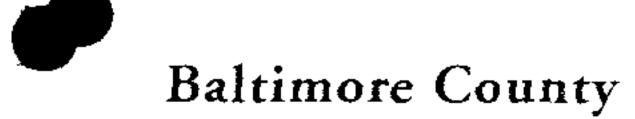
OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.

Item Number	or Case Numb	er:	05-481	-SPH	
Petitioner:		GRA SHAM			
Address or Lo	cation:	8030 DI	RADSHAW	Rp.	
		RTISING BILL T		Υ)	
Address:	1137 1	FRANK LINVIL	LE RO.		
	UPPER	FALLS, MD	21156	. <u> </u>	 ····
		· 			
Telephone Nu	mber:	HID-303-	-28BD		

Department of Permits Development Management

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





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

April 25, 2005

Cardinal William H. Keeler Roman Catholic Archbishop of Baltimore c/o St. Stephen Catholic Church 8030 Bradshaw Road Kingsville, Maryland 21087

Dear Cardinal Keeler:

RE: Case Number: 05-481-A, 8030 Bradshaw Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on March 23, 2005.

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,
U. Call Rihall D.

W. Carl Richards, Jr. Supervisor, Zoning Review

WCR: clb

Enclosures

c: People's Counsel Ronald M. Kearney 4401 Philadelphia Road Belair 21015 John and Rebecca Grasham 1137 Franklinville Road Upper Falls 21156

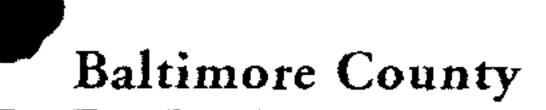


Visit the County's Website at www.baltimorecountyonline.info

Fire Department

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





James T Smith, Jr., County Executive John J Hohman, Chief

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

March 29,2005

ATTENTION: Zoning Review Planners

Distribution Meeting of April 11, 2005

Item No. 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484

Pursuant to your request, the above referenced plan(s) have been reviewed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

The site shall be made to comply with all applicable parts of the Baltimore County Fire Prevention Code prior to occupancy or beginning of operation.

The Fire Marshal's Office has no comment at this time.

Acting Lt. Warren T. Moffitt Fire Marshal's Office 410-887-4880 MS-1102F

Cc:file



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

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

Timothy M. Kotroco, Director DATE: April 20, 2005 TO:

Department of Permits & Development

Management

FROM:

Dennis A. Kennedy, Acting Supervisor

Bureau of Development Plans Review

Zoning Advisory Committee Meeting SUBJECT:

for April 11, 2005

Item No. 473, 474, 476, 477, 478, 479,480, 481, 482

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

DAK:CEN:clw cc: file

ZAC-NO COMMENTS-04202005.doc

BALTIMORE COUNTY, MARYLAND DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO:

Tim Kotroco

FROM:

John D. Oltman, Jr

DATE:

April 13, 2005

SUBJECT:

Zoning Items # See List Below

Zoning Advisory Committee Meeting of April 4, 2005

__X__ The Department of Environmental Protection and Resource Management has no comments on the following zoning items:

05-474

05-477

05-478

05-480

/ 05 10x

05-482

Reviewers: Sue Farin

Sue Farinetti, Dave Lykens

S \Devcoord\ZAC SHELL 11-20-03 doc

13/3

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO:

Timothy M. Kotroco, Director

Department of Permits and Development Management

DATE: March 29, 2005

RECEIVED

FROM:

Arnold F. 'Pat' Keller, III

Director, Office of Planning

MAR 3 7 2005

ZONING COMMISSIONER

SUBJECT:

Zoning Advisory Petition(s): Case(s) 5-481

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 Cunningham in the Office of Planning at 410-887-3480.

Prepared By

Division Chief:

MAC/LL



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

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

Maryland Department of Transportation

Date: 3.25.05

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

RE:

Baltimore County
Item No.

Dear. Ms. Matthews:

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 I arry Gredlein at 410 545. 5606 or by E-mail at (lgredlein@sha.state.md.us).

Very truly yours,

Steven D. Foster, Chief

1. J. Greek

Engineering Access Permits Division

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

January 5, 2005

Ronald M. Kearney K.L.S. Consultants, Inc. 4401 Philadelphia Road Bel Air, Maryland 21015

Dear Mr. Kearney:

RE: Zoning Verification, Land of John Grasham and Stephen Church, DRC 122004H, 11th Election District

Upon reviewing the requested lot-line adjustment, this Office has no objection to the requested relief. However, it is the opinion of this Office that a Special Hearing for a non-density transfer needs to be filed for Zoning Commissioner review and approval to affect the desired transfer. Should you have any questions regarding the above, I may be reached at 410-887-3391.

Sincerely,

Joseph C. Merrey

Planner II

Zoning Review



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

RE: PETITION FOR SPECIAL HEARING 8030 Bradshaw Road; NE/side Bradshaw

Road, 1,531' SE c/line Franklinville Road

11th Election & 3rd Councilmanic Districts Legal Owner(s): Cardinal William Keeler,

Roman Catholic Archbishop of Baltimore

Contract Purchasers: John & Rebecca Grasham*
Petitioner(s)

BEFORE THE

ZONING COMMISSIONER

FOR

BALTIMORE COUNTY

05-481-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 and documentation filed in the case.

PETER MAX ZIMMERMAN

People's Counsel for Baltimore County

CAROLE S. DEMILIO
Deputy People's Counsel

Old Courthouse, Room 47

400 Washington Avenue Towson, MD 21204

(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 31st day of March, 2005, a copy of the foregoing Entry of Appearance was mailed to Ronald M. Kearney, 4401 Philadelphia Road, Bel Air, MD 21015, Representative for Petitioner(s).

RECEIVED

PETER MAX ZIMMERMAN

People's Counsel for Baltimore County

Per.CLIO

Case No.:	05-	481	SPH	
Case No.:	<u> </u>	701	<u>SPA</u>	

Exhibit Sheet

only Participant
Ronald Koarney

Petitioner/Developer

Protestant.

	AN				
Contract	3 Sile				
Survey	PLAT				
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				···	
		Gutnety Sile Survey PLAT		SURVEY PLAT	Survey PLAT

CONTRACT FOR PURCHASE AND SALE OF PROPERTY

THIS CONTRACT FOR	PURCHASE AND SALE (this "Agreement"), made as of this
	11(b) 111 b) b) b) b) b c) c c c c c c c c
"Seller") and John D. Grasham an	d Rebecca D. Grasham, whose address is 11537 Franklinville
, - FF , William 71170	(hereinafter referred to collectively as "Purchaser").

STATEMENT OF INTENT. Seller owns certain property in Bradshaw, Baltimore County, Maryland, and Purchaser is interested in acquiring a 1.45 acre portion of said property, which is subject to an easement benefiting Baltimore Gas and Electric and which is outlined in red on Exhibit A attached hereto (the "Property"). The parties accordingly desire to make this Agreement whereby Seller agrees to sell and Purchaser agrees to purchase said Property for the price and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Agreement for Purchase. Seller hereby agrees to sell and Purchaser hereby agrees to purchase the Property at the price and on the terms hereinafter set forth.

Purchase Price.

The total purchase price for the Property shall be Six Thousand Five Hundred Fifty Dollars (\$6,550.00), U.S. Funds (the "Purchase Price") payable by Purchaser as follows:

- (a) One Thousand Dollars (\$1,000.00) to be paid to Seller upon execution of this Agreement (the "Deposit").
- (b) The balance of the Purchase Price shall be payable by Purchaser at Closing in the form of a title company or settlement attorney's check.

3. Title.

(a) Commitment. Purchaser, at its expense, shall, within sixty (60) days from the date of this Agreement, obtain a current commitment for a title insurance policy in an amount equal to the purchase price. Such title insurance policy commitment shall be written by an agent of a nationally known title company. Purchaser will promptly, within sixty (60) days from the date of this Agreement, cause the commitment for title insurance for the Property to be examined and shall notify Seller of any non-monetary defects discovered in the title of the Property. All such non-monetary defects may be cured by Seller at its own expense within thirty (30) days after receipt of Purchaser's notice. In the event Seller elects not to cure any such non-monetary defects within

258410 RJP 000100-0371 thirty (30) days (or such longer period as Purchaser may agree to in writing), Purchaser may (a) accept title with its non-monetary defects, or (b) rescind this Agreement and receive a refund of the Deposit. In the event Seller seeks to cure any such non-monetary defects, the Closing Date shall be extended, automatically and without further payment of monies, by Purchaser for the period of time subsequent to the Closing Date, equal to the time reasonably required for such cure. All monetary defects shall be paid by Seller at the time of Closing.

- (b) Notwithstanding the foregoing provisions of Paragraph 3 (a), as used herein and for purposes of this Agreement, the following items shall not constitute defects or encumbrances with respect to the Property or title thereto, and such items shall hereinafter be referred to collectively as the "Permitted Conditions":
- (i) the existing easement over, across and through the Property in favor of Baltimore Gas and Electric; and
 - (ii) any laws, ordinances and governmental regulations.
- 4. Closing Date. The sale and purchase of the Property (the "Closing") shall occur within thirty (30) days from the recordation of a subdivision plat dividing the Property from the remainder of the Seller's property among the Land Records of Baltimore County or governmental approval of a lot line adjustment, but, in no event, later than September 30, 2005. It is understood and agreed that an approved subdivision plat or governmental approval is a condition precedent to Closing.
- 5. Conveyance. On the Closing Date, upon payment of the unpaid purchase money, Seller agrees to execute and deliver a deed for the Property containing covenants of special warranty and further assurances which conveys to Purchaser good and marketable title free of liens and encumbrances except for the Permitted Encumbrances, taxes and assessments.
- 6. Closing Costs. All rent, taxes, general or special, and all other public or governmental charges or assessments against the Property which are payable, on an annual basis, shall be adjusted and apportioned as of the Closing Date. All recordation tax, transfer taxes, documentary stamps, if any, imposed in connection with the recordation of the deed or which otherwise may be imposed as the result of this sale, shall be paid by Purchaser. Each party shall bear its own legal expenses incurred in connection with this Agreement and settlement hereunder.
- 7. Remedies. Subject to the contingencies set forth in Paragraph 8, if for any reason Purchaser is unable or unwilling to take title to the Property on the Closing Date, this Agreement shall terminate and Seller, as its sole remedy, shall be entitled to the Deposit. Since the amount of damages cannot be accurately determined, the parties agree that retention of the Deposit shall be Seller's sole remedy for Purchaser failing to take title to the Property, or for any breach of this Agreement by Purchaser. Should Seller fail to convey title to the Property in accordance with the terms of this Agreement, Purchaser may pursue its legal and equitable remedies including action against Seller for specific performance of Seller's obligations under this Agreement.

258410 RJP 000100-0371

HOV U. UT UB: T/a

8. Contingencies. Purchaser shall be entitled, at its option, to rescind this Agreement and to receive a full refund of the Deposit in the event of any of the following contingencies:

4105928672

- a. If at any time prior to the Closing Date all or a portion of the Property is acquired by authority of any governmental agency in the exercise of its power of eminent domain or by purchase in lieu thereof. Seller agrees not to solicit condemnation;
- b. If, after receiving notice of defects in its title to the Property, Seller fails within thirty (30) days of such notice to cure all such defects;
- c. If any of the warranties and covenants set forth in Paragraph 9 are found to be untrue; and
- d. If, by August 30, 2005, Purchaser, at Purchaser's expense, is unable to have the Property subdivided from the remainder of Seller's remaining property or to obtain governmental approval of a lot line adjustment.

Upon receipt of such written notice of rescission from Purchaser to Seller pursuant to the occurrence of any of the foregoing contingencies and the payment of the Deposit as provided for herein, this Agreement shall terminate and there shall be no further liability hereunder on the part of either party. Notice of rescission shall be given by Purchaser in the manner specified in Paragraph 11.

- 9. Seller Covenants and Warranties. The Seller covenants, represents and warrants and will, as of the Closing Date, represent, warrant and covenant to Purchaser that:
- a. There is no litigation or proceeding pending or to Seller's knowledge threatened against the Property or against the Seller and relating to the Property;
- b. Seller has received no notice of taking condemnation or assessment, actual or proposed, with respect to the Property, and
- c. Seller is not a "foreign person" within the meaning of the Internal Revenue Code.
- 10. Brokerage. Each of the parties hereto warrants and represents to the other that (a) it has employed no real estate agencies or brokers in relation to this Agreement and (b) no broker's commission will be payable at the time of Closing. Fach party shall indemnify and hold harmless the other party from any damage or injury resulting from a breach of a party's warranty or representations under this paragraph.
- 11. Notices. All notices and communications hereunder, including change of address, shall be in writing and shall be deemed to have been duly given if delivered in person or mailed, registered or certified mail, first class, postage prepaid:

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a. If to Seller to:

Cardinal William H. Keeler
Roman Catholic Archbishop of
Baltimore, a corporation sole
c/o St. Stephen's, Bradshaw, Catholic Church
8030 Bradshaw Road
Bradshaw, Maryland 21087
Attn: Pastor

with a copy to:

Robert R. Kern, Jr., Esquire Gallagher, Evelius & Jones, LLP 218 North Charles Street, Suite 400 Baltimore, Maryland 21201 11-77-702

b. If to Purchaser to:

John D. Grasham Rebecca D. Grasham 11537 Franklinville Road Upper Falls, Maryland 21156

Notices shall be deemed to have been given when actually delivered or two (2) days following deposit in the mail.

Subdivision and Related Costs.

Purchaser agrees to undertake and diligently pursue the survey and subdivision of the Property from the remainder of the Seller's adjoining property, as shown on Exhibit A, in accordance with Baltimore County subdivision regulations or approval of a lot line adjustment. The costs of said survey and subdivision or approval shall be paid for by the Purchaser. Any costs for improvements needed to satisfy the requirements of the Baltimore County Code relating to all or any portion of the Property shall be borne by the Purchaser. Governmental approval of the subdivision or lot line adjustment shall be a condition precedent to Closing and the conveyance of title to the Property.

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13. Miscellaneous.

This Agreement contains the entire agreement among the parties. There are a. no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, among them, other than as herein set forth. This Agreement is intended by the parties hereto to be an integration of all prior contemporaneous promises, agreements, conditions, negotiations and undertakings between the parties hereto. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

John & Rebecca Grasham

- The paragraph headings used herein are for reference and convenience only b. and shall not enter into the interpretation hereof. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. Whenever herein reference is made to "days" the same shall mean "calendar days" unless otherwise indicated. Time is of the essence of this Agreement.
- If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.
- It is the intention of the parties hereto that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of Maryland.
- All of the covenants, conditions and obligations contained in this Agreement e. shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of Seller and Purchaser.
- Purchaser has executed this Agreement first and then offered this Agreement for acceptance to the Seller. Accordingly, the terms "date of this Contract", "date of this Agreement" or the "date hereof", wherever used herein, shall mean the date on which this agreement is fully executed and signed by the Seller, said date to be evidenced by Seller's insertion thereof in the space provided on the signature page of this Agreement.

[Signature Page Follows]

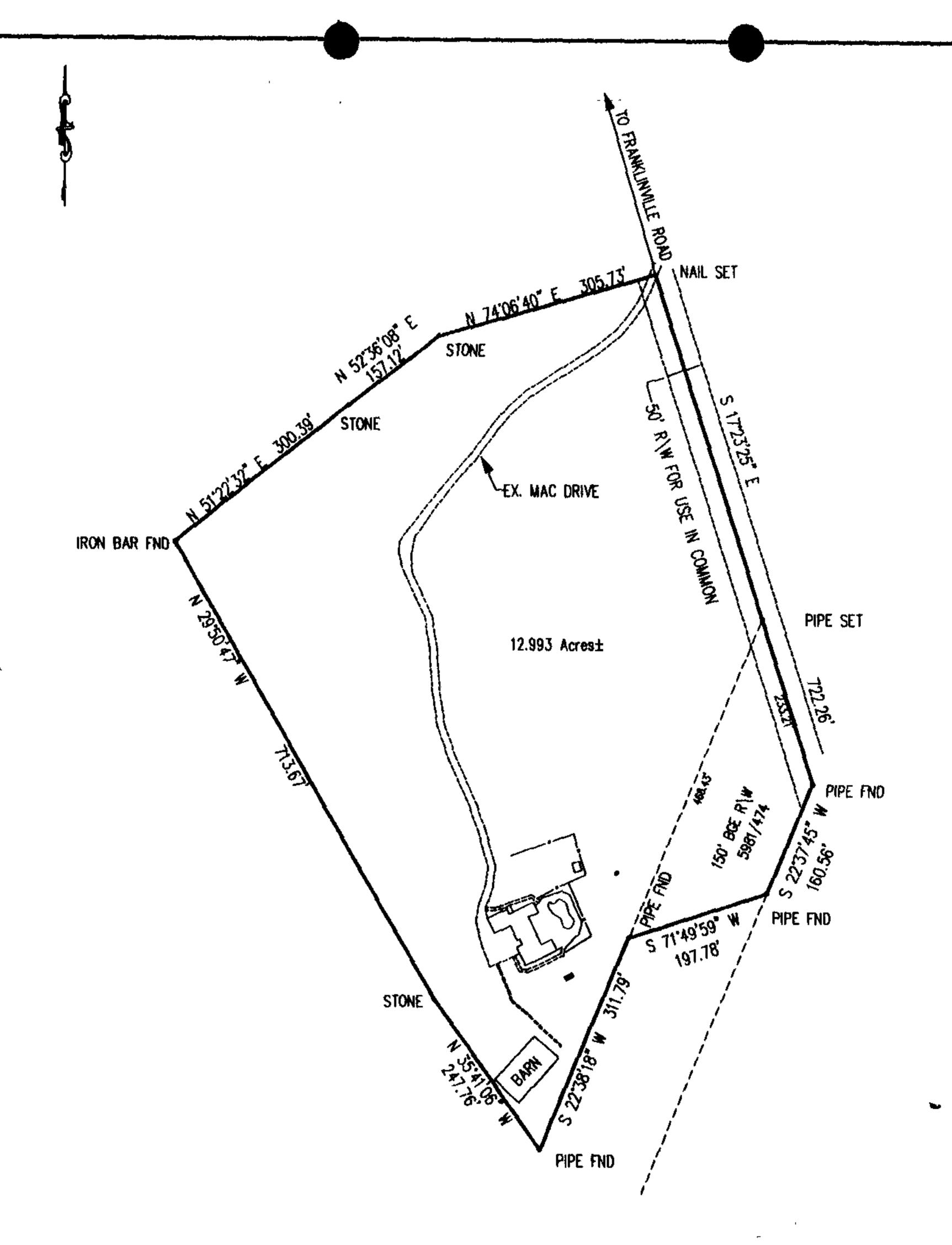
258410 RJP 000100-0371

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the day and year first above written.

WITNESS:	SELLER:
	Cardinal William H. Keeler, Roman Catholic Archbishop of Baltimore, a corporation sole
	Cardinal William H. Keeler
	Calumai William II. Recici
	PURCHASER:
	(SEAL)
	John D. Grasham
	(SEAL)
	Rebecca D. Grasham

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PROTESTANT'S

EXHIBIT NO.

3

Setback Accuracy 1'+/-

RECORDED: D.R.#17619/194



SURVEY PLAT

JOHN & REBECCA GRASHAM 11537 FRANKLINVILLE ROAD UPPER FALLS, MD 21156

11TH ELECTION DISTRICT
BALTIMORE COUNTY, MARYLAND

K.L.S.	CONSULTANTS,	

ENGINEERS AND SURVEYORS

4401 PHILADELPHIA ROAD
BEL AIR, MARYLAND 21015
(410) 734-0445

DATE	SCALE	FILE NO.
6/14/04	1"=200'	0422



Foi : Ron Carney From! Jen Machian

