

1/11/12

IN RE: PETITION FOR SPECIAL HEARING *

Properties located on the W/side of Trading
Place at intersection w/Market Street;
Properties located on both sides of Market St.
(19 Shipping Place)
12th Election District
7th Council District

JMJ Dundalk Properties, LLC
Petitioner

BEFORE THE

OFFICE OF ADMINISTRATIVE

HEARINGS FOR

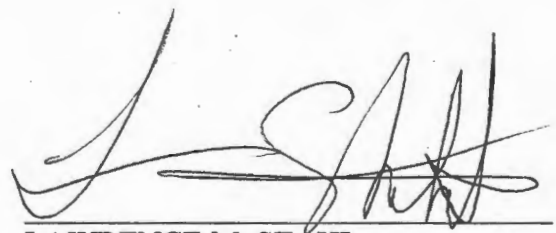
BALTIMORE COUNTY

CASE NO. 2012-0080-SPH

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ORDER

Upon Motion and Argument of counsel January 10, 2012, it is ORDERED
this 11th day of January, 2012 that this matter be and herein is
CONTINUED generally until the completion of pending litigation in Circuit Court
for Baltimore County Case No. 03-C-11-009000; to be reset at that time upon request
of counsel.



LAWRENCE M. STAHL
Managing Administrative Law Judge
for Baltimore County

LMS:dlw



KEVIN KAMENETZ
County Executive

LAWRENCE M. STAHL
Managing Administrative Law Judge
JOHN E. BEVERUNGEN
TIMOTHY M. KOTROCO
Administrative Law Judges

January 11, 2012

Michael E. Leaf, Esquire
Hodes, Pessin & Katz, P.A.
139 North Main Street, Suite 100
Bel Air, Maryland 21014

John B. Gontrum, Esquire
Whiteford, Taylor & Preston, L.L.P.
Towson Commons, Suite 300
One West Pennsylvania Avenue
Towson, Maryland 21204

RE: PETITION FOR SPECIAL HEARING

Properties located on the W/side of Trading Place at intersection w/Market Street;
Properties located on both sides of Market St.

(19 Shipping Place)

12th Election District - 7th Council District

JMJ Dundalk Properties, LLC - *Petitioner*

CASE NO. 2012-0080-SPH

Dear Counsel:

Enclosed please find a copy of the Order in the above-captioned matter

Very truly yours,

A handwritten signature in black ink, appearing to read "L. Stahl", is written over the typed name "LAWRENCE M. STAHL".

LAWRENCE M. STAHL
Managing Administrative Law Judge
for Baltimore County

LMS:dlw
Enclosure

10/5/11
JMJ DUNDALK PROPERTIES, LLC

Plaintiff,

v.

DUNDALK VILLAGE
PROPERTIES, LLC, *et al.*,

Defendants.

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IN THE

CIRCUIT COURT

FOR

BALTIMORE COUNTY

Case No. 03-C-11-009000

**CONSENT ORDER TO EXTEND TEMPORARY RESTRAINING ORDER AND
FOR CONTINUANCE OF THE PRELIMINARY INJUNCTION HEARING
SCHEDULED FOR OCTOBER 6, 2011**

The parties, Counter-Plaintiff and Third-Party Plaintiff, Dundalk Village Properties, LLC ("Dundalk Village"), Plaintiff and Counter-Defendant, JMJ Dundalk Properties, LLC ("JMJ"), and Third-Party Defendants, JMJ Management, LLC ("JMJ Management"), Jack S. Jacob ("Jacob"), and Michael Kohen ("Kohen") (hereinafter, JMJ, JMJ Management, Jacob, and Kohen are collectively referenced as "Counter-Defendants") (hereinafter, Dundalk Village, JMJ, JMJ Management, Jacob, and Kohen are collectively referenced as the "Parties"), hereby consent to extend the term of the "Order Granting Temporary Restraining Order" (the "TRO Order") entered on September 26, 2011, by the Circuit Court of Maryland for Baltimore County, as follows:

The Parties consent and agree that:

A. Counter-Defendants shall not tow away vehicles used by the Dundalk Village Center (the "Center")'s tenants or their customers and/or invitees from any portion of the eleven adjoining lots or parcels of land located in Baltimore County, Maryland as described in a Deed dated February 22, 2005 from the Dunleer Company and recorded among the Land Records of Baltimore County in Liber 21486, Folio 301 (the "Parcels");

310934v.2 / 4368.8

-1-

B. Counter-Defendants shall not fence in any portion of the Parcels which would prevent or hinder parking by vehicles used by the Center's tenants and/or their customers and invitees;

C. Counter-Defendants shall not contact any Tenants of the Center and threaten them or advise them that the Center's tenants, customers and/or invitees are prohibited from parking on any portion of the Parcels;

D. The bond shall remain set at \$10,000 during the term of this TRO Order;

E. The TRO Order shall remain in full force and effect up until and including November 30, 2011 or, if the Court schedules a preliminary injunction hearing (the "**Preliminary Injunction Hearing**") on a date later than November 30, 2011, then this TRO Order shall remain in full force and effect up until such time as the Court holds the Preliminary Injunction Hearing;

F. This TRO Order, and the Parties' consent to it, is without prejudice to any claim, defense or position taken, asserted, or to be taken or asserted, in this or any other action, and shall not be construed as an admission or concession by any Party on any fact or issue in this or any other action, including likelihood of success on the merits, damages, or the adequacy of damages; and

G. The preliminary injunction hearing in the above-captioned action currently scheduled for October 6, 2011 at 9:30 a.m. shall be continued until at least November 30, 2011.

Respectfully submitted,

KMM / w revision by EE
Kathleen M. McDonald
Kerr McDonald, LLP
Suite 1945
Baltimore, Maryland 21202
(410) 539-2900

Attorney for Counter-Defendants

IT IS SO ORDERED:

[Signature]
Nathan D. Adler
Elliott Engel
Neuberger, Quinn, Gielen, Rubin & Gibber, P.A.
One South Street, 27th Floor
Baltimore, MD 21202
(410) 332-8516

Attorneys for Dundalk Village

[Signature]
Judge, Circuit Court for Baltimore County

10/5/11

9/26/11
JMJ DUNDALK PROPERTIES, LLC

Plaintiff,

v.

DUNDALK VILLAGE
PROPERTIES, LLC, *et al.*,

Defendants.

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IN THE

CIRCUIT COURT

FOR

BALTIMORE COUNTY

Case No. 03-C-11-009000

* * * * *

**VERIFIED MEMORANDUM IN SUPPORT OF DEFENDANT / COUNTER-
PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND
PRELIMINARY INJUNCTION**

Counter-Plaintiff and Third-Party Plaintiff, Dundalk Village Properties, LLC ("**Dundalk Village**"), by its undersigned counsel, and pursuant to Maryland Rules 15-501 *et seq.*, files this Verified Memorandum in support of its Motion for a Temporary Restraining Order and Preliminary Injunction to enjoin Plaintiff / Counter-Defendant, JMJ Dundalk Properties, LLC ("**JMJ**"), and Third-Party Defendants, JMJ Management, LLC ("**JMJ Management**"), Michael Kohen ("**Kohen**"), and Jack S. Jacob ("**Jacob**") (hereinafter, JMJ, JMJ Management, Kohen, and Jacob are collectively referenced as "**Defendants**") from intentionally and tortiously interfering with Dundalk Village's contractual relationship with its tenants at, and wreaking havoc on, the Dundalk Village Shopping Center.

INTRODUCTION AND SUMMARY

1. JMJ and its principals, having made a small fortune in a relatively brief window of time off their ownership of the historic Dundalk Village Shopping Center (the "**Center**"), now seek to wreak havoc on the Center's new ownership, its tenants and the neighborhood by improperly interfering with the express and implied parking easements of the Center's

commercial tenants, the Center's residential tenants and their respective invitees. Some of the Center's tenants – such as Rite Aid – have occupied their stores at the Center under their present leases for over forty years. JMJ's threat to deprive and/or interfere with the parking rights that these tenants have enjoyed for decades may not only result in lost rental revenues to Dundalk Village, it may also cause a tenant exodus -- which in turn will result in the death of the Center and the substantial diminution in value of Dundalk Village's property. In sum, the losses which will be suffered by Dundalk Village, and by other tenants at the Center, if JMJ carries through with its explicit threat to improperly interfere with the Center's tenant's express parking rights, will be impossible to estimate with precision, and are irreparable.

JMJ and its principals' not so subtle scorched-earth strategy is aimed at forcing Dundalk Village to either transfer back to JMJ the Center or pay them another small fortune for the virtually worthless and encumbered neighboring parking lots. By way of background,

- in 2005, JMJ purchased the Center for \$3,700,000 on borrowed money that included \$1,500,000 loaned by Baltimore County to JMJ at a very low interest rate along with an additional \$500,000 in grant funds from Baltimore County to JMJ. In total, to consummate the transaction on the Center, JMJ only had to secure \$1,700,000 in funds out of the \$3,700,000 purchase price for the Center;
- three years later, JMJ cashed out its purchase of the Center by re-financing with Sovereign Bank for \$9,990,000. Thus, in three years, JMJ was able to leverage the Center and borrow \$6.2 million more than it had purchased the Center;
- however, rather than invest the \$6.2 million surplus back into the Center, JMJ and its principals pocketed millions of the windfall realized by the re-financing and, concomitantly, allowed the Center to deteriorate;
- thereafter, JMJ and its principals strategically failed to pay the mortgage on the Center, despite the fact that the Center had tenant occupancy ranging anywhere between 80% - 85%. In other words, instead of turning over the rents to the lender, Sovereign Bank, as JMJ was required to do pursuant to JMJ's assignment of leases and rents to Sovereign Bank, JMJ and its principals pocketed the rents. JMJ apparently tactically calculated that by refusing to pay any amount on the Sovereign Loan, Sovereign Bank would renegotiate the terms of the Sovereign loan or enter into a short sale arrangement with JMJ; and

- then, JMJ attempted to re-purchase the Center at a fire sale from Sovereign Bank. When that strategy fizzled out, JMJ and its principals attempted to scare off any potential buyers of the Center by threatening to deprive the Center's tenants of parking spaces – even though JMJ had granted those same tenants with express and implied parking rights.

When that tactic did not work, JMJ attempted to shake down the new owners of the Center, Dundalk Village, by threatening to erect fences, tow vehicles and otherwise deprive the Center's tenants of their legal rights under their respective Lease Agreements.

Finally, under the theory that the best defense is a good offense, and in another attempt to stop Dundalk Village from purchasing the Center, on September 12, 2011, JMJ filed the above-captioned action, seeking a preliminary and permanent injunction “restraining and enjoining Defendants, their tenants, licensees, and invitees, from trespassing upon the unencumbered parcels.” JMJ sought the above-referenced relief despite (i) the plain and unambiguous language of the Lease Agreements providing many of the Center's tenants with express parking rights and (ii) despite the implied parking easement granted to all the Center's tenants, as set forth infra. JMJ hoped that by filing the lawsuit, Dundalk Village would be unable to secure financing or title insurance for the transaction and, as a result, would be forced to walk away from the deal. Several days later, and in furtherance of its scheme to disrupt the acquisition of the Center by Dundalk Village, JMJ filed a Request for Special Hearing with the Baltimore County Zoning Board, requesting that the Board find that the Center contained insufficient parking spaces and cite Dundalk Village, upon closing, for violating the relevant zoning ordinance. Yet, despite JMJ and its principals' continuous intentional and wrongful attempts to prevent Dundalk Village from closing on its purchase of the Center, Dundalk Village advised JMJ that it intended to close on the Center and, indeed, on September 20, 2011, JMJ reluctantly conveyed title and all rights in the Center to Dundalk Village.

The bottom line is that, if JMJ and its principals improperly and tortiously deprives the Center's tenants of their parking rights, it is expected that the Center's tenants will commence litigation against Dundalk Village and/or abandon the leased premises. Once JMJ and its principals carry out their threats, Dundalk Village will not only lose many of their existing tenants, but it will be unable to fill the vacancies with new tenants after JMJ succeeds in destroying Dundalk Village's good will and reputation which it is establishing in the community. Moreover, if any of the Center's anchor tenants move out as a result of JMJ's anticipated improper actions, it would be incredibly difficult for Dundalk Village to replace the anchor tenant(s) in the current economic climate. JMJ's anticipated tortious conduct would directly prevent Dundalk Village from generating sufficient funds to maintain and operate the Center, which, in turn, would cause Dundalk Village to default on its debt obligations. Ultimately, if JMJ are not prevented from carrying out their threats, Dundalk Village's anticipated failure to meet its debt obligations would result in the foreclosure of the Center by Dundalk Village's lender, a complete loss by Dundalk Village of its entire investment, and the demise of Dundalk Village.

Accordingly, this lawsuit seeks redress for Counter-Defendants' intentional and premeditated attempts to damage the Center and Counter-Plaintiff's ownership of it.

FACTS

2. Contemporaneously with the filing of this Motion, Dundalk Village has filed a Counterclaim and Third-Party Complaint (the "**Counterclaim**") in which it asserted claims against Defendants for declaratory judgment, request for temporary, preliminary, and permanent injunctive relief; tortious interference with economic relations, and tortious interference with prospective business advantage.

I. The Dundalk Village Shopping Center.

3. The historic Dundalk Village Shopping Center (the “Center”), first developed in the early 1900’s, is a mixed-use property, consisting of commercial and residential units, and located in Baltimore County, Maryland.

4. The Center is comprised of eleven (11) parcels of land, consisting of four (4) improved lots (the “Improved Lots”) and seven (7) mostly unimproved lots (the “Unimproved Lots”).

5. The Center’s buildings are all located on the Improved Lots: the commercial units are located on the ground levels and the residential units are located on the upper levels.

6. The aggregate gross rentable area of the Improved Lots is 111,132 square feet and the land area consists of 1.95 acres or 84,829 square feet.

7. The Unimproved Lots primarily consist of parking lots, which provide parking space for the Center’s tenants, employees, customers, and invitees (hereinafter, the “Tenants”).

8. The Unimproved Lots are located directly adjacent to the Improved Lots and have been used for many years, and continue to be used, for parking by the Tenants.

9. In addition to the parking spaces located on the Unimproved Lots which are used daily by the Tenants, the Center provides limited restricted parking on one (1) of the Improved Lots and substantial restricted on-street parking.

10. Approximately eighty-five (85%) of the Tenants regularly park their vehicles in the parking spaces located at the Unimproved Lots.

II. JMJ’s Acquisition of the Center.

11. On or about March 1, 2005, Jacob and/or Kohen formed MJJ, and purchased the Center for \$3,700,000 from the Dunleer Company on behalf of MJJ.

12. Upon information and belief, Jacob and/or Kohen formed JMJ Management to serve as JMJ's property manager.

13. The Dunleer Company conveyed to JMJ all eleven (11) lots of the Center, consisting of both the Improved Lots and the Unimproved Lots.

14. The purchase of the property by JMJ was, for the most part, funded by Baltimore County.

15. Baltimore County approved a very generous package for JMJ in exchange for its agreement to revitalize the Center.

16. As an incentive for renovating the property and upgrading its residential tenancy to market-rate housing, Baltimore County loaned JMJ \$1,500,000 at a very low interest rate and provided JMJ with \$500,000 in grant funds.

17. On information and belief, after the purchase of the Center, JMJ invested some additional funds in renovating the Center.

III. Sovereign Bank's Loan to JMJ.

18. On March 21, 2008, JMJ obtained an immense loan from Sovereign Bank in the amount of \$9,990,000 to be secured against the Center (the "Sovereign Loan").

19. For some unknown reason, the Sovereign Loan mortgage only granted Sovereign Bank a security interest on the Improved Lots, but did not provide Sovereign Bank with a lien on the Unimproved Lots.

20. Moreover, in conjunction with the Sovereign Loan, Baltimore County released its liens on the Improved Lots that secured the low-interest loan made to JMJ.

21. As a result, Baltimore County's substantial loan to JMJ is secured only by the Unimproved Lots.

22. Upon information and belief, the windfall of surplus cash realized by JMJ as a result of the Sovereign Loan was not invested in the Center, but, instead, was distributed among Defendants.

23. To make matters worse, Defendants have refused to inject any funds into the Center and have allowed the Center to deteriorate.

24. On information and belief, in late 2010, JMJ defaulted on the Sovereign Loan by failing to make any payments on the Sovereign Loan obligations.

25. Defendants apparently believed that by refusing to pay any amount on the Sovereign Loan, Sovereign Bank would renegotiate the terms of the Sovereign Loan or enter into a short sale arrangement with JMJ.

IV. Dundalk Village's Purchase of the Center.

26. In or about July 2011, Sovereign Bank was in the process of initiating foreclosure proceedings on the Center as a result of JMJ's default on the Sovereign Loan.

27. As a result, Dundalk Village entered into a series of negotiations with Sovereign Bank to purchase the Center.

28. Because JMJ had substantial exposure to Sovereign Bank due to, *inter alia*, its failure to remit any payments for many months despite the assignment of the leases and rents to Sovereign Bank, JMJ agreed to assist in any transaction between Dundalk Village and Sovereign Bank in exchange for a complete release.

29. Accordingly, on August 18, 2011, Sovereign Bank and Dundalk Village entered into a Contract for the sale of the Improved Lots (the "**Final Contract**") at a purchase price of \$4,600,000. *See* Exhibit A, attached to the Counterclaim.

30. The Final Contract's purchase price was to be paid to Sovereign Bank in exchange for a release of its lien on the Center and a full settlement of Sovereign Bank's claims against Defendants.

31. Specifically, the Final Contract provides that "JMJ... is in default of its loan with [Sovereign], and [Sovereign] has the right to require JMJ... to execute a deed conveying fee simple title to the Property to a third party designated by the Lender and an assignment agreement assigning all leases pertaining to the property to such third party." See Exhibit A to the Counterclaim.

32. Realizing that Sovereign Bank was willing to write off one-half of the balance of the Loan, Defendants desperately attempted to discourage Dundalk Village from closing on the Improved Lots in order to force Sovereign to offer Defendants the discounted payoff on the Loan.

33. Among other things, Defendants stressed that, without the Unimproved Lots, the Center does not have sufficient parking for the Tenants.

34. Defendants threatened Dundalk Village that if it proceeded with the transaction, JMJ would prevent the tenants and their customers from parking in those spaces.

35. In response, Dundalk Village advised Defendants that the Center's existing tenants were expressly and/or impliedly granted parking rights over the Unimproved Lots and, as a result, the Center's Tenants are entitled to park in the Unimproved Lots.

36. In another attempt to stop Dundalk Village from purchasing the Improved Lots, on or about September 12, 2011, JMJ filed the above-captioned action, seeking a preliminary and permanent injunction "restraining and enjoining Defendants, their tenants, licensees, and invitees, from trespassing upon the [Unimproved Lots]" and a declaratory judgment that

“Defendants, their tenants, their licensees and invitees have no right to use the parking spaces located on the [Unimproved Lots].”

37. JMJ sought the above-referenced relief despite (i) the plain and unambiguous language of the Lease Agreements providing many of the Center’s tenants with express parking rights and (ii) despite the implied parking easement granted to all the Center’s tenants, as set forth *infra*.

38. Defendants hoped that by filing the lawsuit, Dundalk Village would be unable to secure financing or title insurance for the transaction and, as a result, would be forced to walk away from the deal.

39. Several days later, and in furtherance of its scheme to disrupt the acquisition of the Center by Dundalk Village, Defendants filed a Request for Special Hearing with the Baltimore County Zoning Board, requesting that the Board find that the Improved Lots contained insufficient parking spaces and cite Dundalk Village, upon closing, for violating the relevant zoning ordinance.

40. Defendants also tortiously and improperly contacted many of the Center’s tenants and informed those tenants that they are prohibited from parking in the Unimproved Lots once Dundalk Village purchased the Center.

41. Despite Defendants’ continuous intentional and wrongful attempts to prevent Dundalk Village from closing on the Improved Lots, Dundalk Village advised Defendants that it intended to close on the Improved Lots pursuant to the terms of the Final Contract.

42. On September 20, 2011, JMJ reluctantly conveyed title and all rights in the Improved Lots to Dundalk Village.

43. In exchange for JMJ transferring the Improved Lots to Dundalk Village, Sovereign Bank executed a confidential settlement agreement with Defendants which, on information and belief, granted Defendants a complete release of all claims by Sovereign Bank in connection with Defendants' default and breach of the Sovereign Loan.

V. The Tenants' Rights to Park At the Unimproved Lots.

44. Currently, there are twenty-three (23) commercial tenants who entered into Lease Agreements with JMJ or its various predecessors-in-interest.

45. Virtually all of the commercial tenants at the Center were expressly granted, in their respective Lease Agreements, parking rights over the Unimproved Lots.

46. The commercial tenants at the Center are governed by one of three versions of lease agreements: (i) the form Lease Agreement entered into with JMJ, which comprises the bulk of the leases; (ii) the form Lease Agreement entered into with the Dunleer Company; and (iii) the form Lease Agreement entered into with the Dunleer Company's predecessors-in-interest.

47. Nearly each of the Lease Agreements expressly provides the Tenants with rights to use and benefit from the Center's common areas, **including the parking lots**, which are virtually all located on the Unimproved Lots.

48. Specifically, Section 25 of the JMJ Lease Agreement version provides, in pertinent part:

SECTION 25. USE OF COMMON FACILITIES

A. The common facilities which may be furnished by Landlord in or near the Shopping Center for the general use in common of tenants, their officers, agents, employees and customers, including without limitation, all roofs, parking areas, access roads, employee parking areas, the truck way or ways, driveways, loading docks and areas, delivery passages, package pickup stations, pedestrian sidewalks, malls, courts and ramps, landscaped and planted areas, retaining walls, stairways,

bus stops, first-aid stations, lighting facilities, comfort stations and other areas and improvements, shall at all times be subject to the exclusive control and management of Landlord. **Landlord shall have the right to establish, modify and enforce reasonable rules and regulations with respect to the common facilities; to enter into, modify and terminate easement and other agreements pertaining to the use and maintenance of the parking areas and other common facilities; to restrict parking by tenants, their officers, agents and employees to employee parking areas; to construct surface or elevated parking areas and facilities; to establish and change the level of parking surfaces; to enforce parking charges (by operation of meters or otherwise) with appropriate provisions for free parking ticket validating by tenants; to close all or any portion of said parking areas or other common facilities to such extent as may, in the opinion of the Landlord's counsel, be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; to close temporarily any or all portions of the said areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the exercise of good business judgment, Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and customers. Notwithstanding the foregoing, Landlord will not, unless unavoidable, prevent reasonable access to, and parking near, the Premises.**

C. Landlord reserves the right in its sole discretion to change, rearrange, alter, modify or supplement any or all of the facilities designated for the common use and convenience of all tenants so long as adequate facilities in common are made available to the Tenant herein.

See Exhibit B, attached to the Counterclaim.

49. Moreover, Section 27 of the JMJ Lease Agreement version explicitly provides that "The covenants in this Lease shall run with land...." See Exhibit B at ¶ 27 (emphasis added).

50. Accordingly, the plain and unambiguous language of the JMJ Lease Agreement version expressly grants parking rights in the Unimproved Parcels to the following sixteen (16) tenants at the Center: Cigarette Cellular, Brian Cavanaugh, P.A., Green Sedan, California Pizza,

Chelly's Place, Nakita Leonard Day Care, Village Coffee House, Roman Catholic Archbishop of Baltimore, Dundalk Village Laundromat, Vogue Hair Salon, AK Nail Salon, Crickett, Asian Diner, Scoops, Albert Shoumer, D.P.M., P.A., and Subway.

51. Similarly, the Dunleer Lease Agreements entered into with (i) Caring Hands of Dundalk Adult Day Care Center, Inc. ("**Caring Hands**"), (ii) Provident Bank of Maryland ("**M&T Bank**"), and (iii) GAMBRO Healthcare of Maryland, Inc. ("**Davita**") expressly provides the tenants with parking at the Unimproved Lots.¹

52. The Caring Hands Lease Agreement provides, as follows:

EMPLOYEE PARKING AREAS

Tenant and its employees may park their cars in any parking lots owned by Landlord or public spaces on the street, provided that they do not park in the customer spaces provided for the banks, pharmacy, and grocery store as designated on the attached addendum.

See Exhibit C at ¶ 25, attached to the Counterclaim (emphasis added).

53. The M&T Bank Lease Agreement provides, as follows:

EMPLOYEE PARKING AREAS

Tenant and its employees shall park their cars only in such areas designated for such purpose by Landlord. Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's car or cars and cars used by its employees within five (5) days after taking possession of the Premises and shall thereafter notify Landlord of any changes in such information with five (5) days after such changes occur....

See Exhibit D, attached to the Counterclaim (emphasis added); *see also* Exhibit D at ¶ 6.1

("Landlord will assign Tenant reserved parking spaces for Tenant's exclusive use... at a

¹ Two tenants with the Dunleer Lease Version, Mohammed Taqi, M.D. and Stella Maris International Seafarers' Center, were only granted a non-exclusive license to use the Unimproved Lots' parking areas.

mutually acceptable location with additional pick-up and drop off space for patient use”) (emphasis added).

54. As a matter of practice, M&T Bank’s employees and customers have parked, and continue to park, in the Unimproved Lots.

55. Likewise, the Lease Agreement with Davita provides that “**Tenant shall have ten (10) reserved parking spaces for Tenant’s exclusive use** the location of which shall be designated by Landlord and approved by Tenant.” See Exhibit E, attached to the Counterclaim (emphasis added); see also Exhibit E at ¶ 6.1 (“**Landlord will assign Tenant reserved parking spaces for Tenant’s exclusive use... at a mutually acceptable location with additional pick-up and drop off space for patient use**”) (emphasis added).

56. As a matter of practice, Davita’s employees and customers have parked, and continue to park, in the Unimproved Lots.

57. Finally, the Lease Agreement with Rite Aid, entered into on September 1, 1964 and renewed thereafter several times, expressly grants Rite Aid parking rights in the Unimproved Lots.

58. Section 32 of the Rite Aid Lease Agreement provides, in pertinent part, as follows:

The customers and patrons of the Tenant shall have the right during the terms of this Lease and any renewal term or terms to use the parking lots designated for the use in common of customers and patrons of the Tenant and other tenants of the Landlord and described as follows:

[Referencing an Unimproved Lot]

The Landlord reserves the right to make changes in the spacing, entrances or exits on said lots that it may deem necessary from time to time, provided that in the event the Landlord should at any

time find it necessary to decrease the area of any of said lots then in such event any decrease in area shall be replaced by the Landlord with other parking area equivalent in capacity and in convenience to the Tenant's customers and patrons.

See Exhibit F at ¶ 32, attached to the Counterclaim (emphasis added).

59. In short, twenty-one out of the twenty-three Lease Agreements specifically provide the Center's tenants with express easements to park at the Unimproved Lots.

60. In addition, the Tenants entered into the Lease Agreements at the Center in reliance on, among other things, the ample parking spaces available on the Unimproved Lots.

61. As a matter of daily practice and routine, the Tenants have all parked, and continue to park, in the Unimproved Lots to access their stores, businesses or apartments.

62. In fact, over the years, several commercial tenants obtained the necessary permits from Baltimore County only after they pointed to the plethora of parking spaces available at the Unimproved Lots -- which was done with JMJ's complete knowledge and endorsement.

63. Accordingly, even Mohammed Taqi, M.D. and Stella Maris International Seafarers' Center -- the only commercial tenants with Lease Agreements that do not expressly grant them with parking rights -- have, as a matter of law, implied parking easements over the Unimproved Lots.

64. Finally, all the residential tenants of the Center were granted implied parking easements over the Unimproved Lots because those tenants entered into the Lease Agreements with JMJ in reliance on the right to park at the Unimproved Lots, rights which all the residential tenants exercised, and continue to exercise, by parking their vehicles at those lots on a daily basis.

VI. JMJ's Threats of Preventing The Tenants From Parking At the Unimproved Lots.

65. Despite the express and implied easements granted to the Tenants by virtue of their respective Lease Agreements over the Unimproved Lots, Defendants have explicitly stated that they intend to prevent the Tenants from parking in the Unimproved Lots after the conveyance of the Improved Lots to Dundalk Village.

66. Defendants advised that once the Improved Lots were conveyed to Dundalk Village, they would tow away any vehicle parked at the Unimproved Lots.

67. To make matters worse, immediately after Dundalk Village closed on the Center, Defendants sent out a letter to the Center's Tenants, stating:

IMPORTANT NOTICE

Dear Tenant:

This letter is to notify you that MJJ Dundalk Properties, LLC has sold [the Improved Lots]. All security deposits being held by the Landlord under the terms of your lease, if any, have been transferred to Dundalk Village Properties, LLC.

All future rental and other payments due under the terms of your lease shall be made payable to the new owner and all such payments as well as any notices shall be sent to the following address (or such other address as the new owner may direct):

Dundalk Village Properties, LLC
1501 Sulgrave Avenue, Suite 207
Baltimore, Maryland 21209

PLEASE BE ADVISED:

There are multiple parking lots in the area that continue to be owned by MJJ Dundalk Properties, LLC. These parking spaces are reserved strictly for tenants and patrons of MJJ Dundalk Properties, LLC. Please see the attached diagram which highlights the parking lots that are owned by MJJ Dundalk Properties, LLC. Any vehicles that are parked illegally will be subject to being towed at the owner's expense.

See Exhibit G to the Counterclaim (emphasis in original).

68. Apparently, Defendants refuse to accept that they no longer own the Improved Lots and fail to appreciate that Dundalk Village's purchase of the Center secured for them a full release of Sovereign Bank's claims against them in connection with the Sovereign Loan.

69. Instead, Defendants are attempting to wreak havoc at the Center in the hopes that Dundalk Village will feel compelled to either transfer back to Defendants the Improved Lots or pay them a fortune for the virtually worthless and encumbered Unimproved Lots.

70. If Defendants are permitted to carry out their threats and tow vehicles from, or fence in, the Unimproved Lots, the Center's Tenants will be deprived of their legal rights under their respective Lease Agreements.

71. It is anticipated that once Defendants prevent the tenants and/or their customers from parking at the Unimproved Lots, many tenants are going to declare Dundalk Village in breach of the Lease Agreements and refuse to pay the monthly rents.

72. In addition, if Defendants improperly and tortiously deprive the tenants of their parking rights, it is expected that the tenants will commence litigation against Dundalk Village and/or abandon the leased premises.

73. Once Defendants carry out their threats, Dundalk Village would not only lose many of their existing tenants, but it would be unable to fill the vacancies with new tenants after Defendants succeed in destroying Dundalk Village's good will and reputation which it is establishing in the community.

74. Moreover, if any of the Center's anchor tenants move out as a result of Defendants' anticipated improper actions, it would be incredibly difficult for Dundalk Village to replace the anchor tenant(s) in the current economic climate.

75. Defendants' anticipated tortious conduct would directly prevent Dundalk Village from generating sufficient funds to maintain and operate the Center, which, in turn, would cause Dundalk Village to default on its debt obligations.

76. Ultimately, if Defendants are not prevented from carrying out their threats, Dundalk Village's anticipated failure to meet its debt obligations would result in the foreclosure of the Center by Dundalk Village's lender, a complete loss by Dundalk Village of its entire investment, and the demise of Dundalk Village.

ARGUMENT

I. Standards for Granting Injunctive Relief.

The Maryland Rules recognize the need for immediate relief under these circumstances. Maryland Rule 15-504(a) permits the Court to enter a temporary restraining order if it appears from verified facts "that immediate, substantial, and irreparable harm will result to the person seeking the order before a full adversary hearing can be held on the propriety of a preliminary or final injunction." Rule 15-505 permits the Court to enter a preliminary injunction during the pendency of a case if a party can demonstrate four elements that weigh in favor of granting such relief: (a) likelihood of success on the merits; (b) irreparable harm; (c) balance of convenience determined by whether the harm to the plaintiff if the injunction is not granted outweighs the harm to the defendant if the injunction is granted; and (d) the public interest. *State Dep't of Health and Mental Hygiene v. Baltimore County*, 281 Md. 548, 554 (1977); *Fogle v. H & G Restaurant*, 337 Md. 441, 455-56 (1995) (quoting *Dept. of Transportation, Motor Vehicle*

Admin. v. Armacost, 299 Md. 392, 404-05 (1984)). Application of these four factors to the dispute between Dundalk Village and Defendants decidedly favors the issuance of the injunctive relief requested.

As the Court of Appeals made clear in *Lerner v. Lerner*, 306 Md. 771 (1986), a Court, when evaluating the above factors, should not view each of them in isolation and require a plaintiff to prove each of them like "a plaintiff in a tort action [must] prove each of the elements of a tort." *Id.* at 776-77. Rather, the Court weighs all factors together in deciding whether to grant injunctive relief; or as stated by the Fourth Circuit Court of Appeals, a "flexible interplay" among all the factors is considered. *Blackwelder Furniture Co. v. Seilig Mfg. Co.*, 550 F.2d 189, 196 (4th Cir.1977).

To this end, the "importance of probability of success increases as the probability of irreparable injury diminishes." *Lerner*, 306 Md. at 784. The *Lerner* Court denoted this as the "balance of hardship test," stating:

Where the questions presented by an application for an interlocutory injunction are grave, and the injury to the moving party will be certain and irreparable, if the application be denied and the final decree be in his favor, while if the injunction be granted the injury to the opposing party, even if the final decree be in his favor, will be inconsiderable, or may be adequately indemnified by a bond, *the injunction usually will be granted.*

* * *

while 'irreparability' may suggest some minimum of probable injury which is required to get the court's attention, the more important question is the *relative* quantum and quality of plaintiff's likely harm. The decision to grant preliminary relief cannot be intelligently made unless the trial court knows how much the precaution will cost the defendant. If it costs very little, the trial court should be more apt to decide that the threatened injury is 'irreparable' for the purposes of interlocutory relief. In addition . . . even a 'possible' irreparable injury has been held to suffice if there is strong probability of success on the merits.

Id. at 783-85 (emphasis added). Moreover, the purpose of a preliminary injunction is to preserve the *status quo* pending a trial on the merits of the controversy. *Md. Comm'n on Human Relations v. Downey*, 110 Md. App. 493, 516 (1996).

Here, Dundalk Village is entitled to injunctive relief. Dundalk Village will suffer “immediate, substantial, and irreparable harm” if Defendants are not enjoined from intentionally and tortiously interfering with Dundalk Village’s contractual relationship with its tenants at, and wreaking havoc on, the Center. The issuance of a temporary restraining order is imperative to maintain the *status quo* of the parties until the Court can hold an evidentiary hearing on the parties’ respective rights relating to the Tenant’s express and/or implied parking rights over the Unencumbered Lots.

A. Dundalk Village is Likely To Succeed On The Merits.

Based on the foregoing facts, which are asserted under oath, Dundalk Village has met its burden of demonstrating that it is likely to succeed on the merits of the claims asserted in the Complaint. Specifically, Dundalk Village is expected to prevail on the following claims: (i) declaratory judgment that the Center’s Tenants have express and/or implied parking easements over the Unimproved Lots; (ii) Defendants have tortiously interfered with Dundalk Village’s economic relations, and (iii) Defendants have tortiously interfered with Dundalk Village’s prospective business advantage.

As a rule, private easements can be created by an express or an implied grant between the owners of the servient tenement and the dominant tenement. Any such express grant is “strictly construed using ‘the basic principles of contract interpretation.’” *Brown v. Smith*, 173 Md. App. 459, 474, 920 A.2d 18 (2007) (quoting *Miller v. Kirkpatrick*, 377 Md. 335, 351 (2003)). In interpreting the grant of an easement, “courts review the objective meaning of the language in

[the legal document] to ascertain and enforce the grantor's intent at the time the [document] was delivered." *Brown*, 173 Md. App. at 474 (citing *Kirkpatrick*, 377 Md. at 351). It follows then that one must begin with the "actual language used in the [conveyance document]." *Id.* (citing *Miller v. Bay City Prop. Owners Ass'n, Inc.*, 393 Md. 620, 903 A.2d 938 (2006))

"Thus, the extent of an easement created by an express grant depends upon a proper construction of the conveyance by which the easement was created." *Id.* (quoting *Kirkpatrick*, 377 Md. at 350). If the language of the deed is ambiguous, it is "construed against the grantor and in favor of the grantee." *Id.* (quoting *Gregg Neck Yacht Club, Inc. v. County Com'rs of Kent County*, 137 Md. App. 732, 760 (2001)). On the other hand, **if the language of the instrument is clear, the parties are "presumed to have meant what they said and said what they meant...."** *Town & Country Management Corp. v. Comcast*, 70 Md. App. 272, 281 (1987). "The clear and unambiguous language of an agreement will not give [way] to what the parties thought that the agreement meant or intended it to mean." *Garfink v. Cloisters at Charles, Inc.*, 392 Md. 374, 393, 897 A.2d 206 (2006) (quoting *Tomran Inc. v. Passano*, 391 Md. 1, 13-14 (2006)).

Here, as set forth *supra*, virtually each of the commercial Lease Agreements entered into between JMJ or its predecessors-in-interest, on the one hand, and the Center's Tenants, on the other hand, plainly and unambiguously provide the Tenants with parking rights over the Unimproved Lots. *See also* Exhibits B-G attached to the Complaint.

In addition to the express easement granted to nearly all the Center's commercial Tenants, all of the Center's Tenants, including the residential ones, were impliedly granted with parking rights by JMJ or its predecessors-in-interest over the Unimproved Lots. Maryland recognizes the creation of easements by implication. *Boucher v. Boyer*, 301 Md. 679, 484 A.2d 630 (1984). Easements by implication may be created in a variety of ways. Specifically, the court

in *Boucher* stated that “[a]n implied easement is based on the presumed intention of the parties at the time of the grant or reservation as disclosed from surrounding circumstances rather than on the language of the deed. As a result, courts often refer to extraneous factors to ascertain the intention of the parties.” *Id.* at 688. Here, the Tenants entered into the Lease Agreements at the Center in reliance on, among other things, the ample parking spaces available on the Unimproved Lots. As a matter of daily practice and routine, the Tenants have all parked, and continue to park, in the Unimproved Lots to access their stores, businesses or apartments. In fact, over the years, several commercial tenants obtained the necessary permits from Baltimore County only after they pointed to the plethora of parking spaces available at the Unimproved Lots -- which was done with JMJ’s complete knowledge and endorsement.

Defendants’ intentional and tortious interference with the Tenant’s parking rights directly interferes with Dundalk Village’s contractual relationship with the Center’s Tenants. Maryland has long recognized the tort of interference with contractual or business relationships. *See, e.g., Kaser v. Financial Protection Marketing, Inc.*, 276 Md. 621, 627-28, 831 A.2d 49 (2003); *Medical Mutual v. Evander*, 339 Md. 41, 660 A.2d 433 (1995). The elements required to establish the tort of wrongful interference with business or economic relations are as follows: 1) intentional and willful acts; 2) calculated to cause damage to the plaintiff in its lawful business; 3) done with the unlawful purpose to cause such damage and loss, without right or justifiable cause on the part of the defendant (which constitutes malice); and 4) actual damage and loss resulting. *Kaser*, 276 Md. at 628-29.

A plaintiff alleging tortious interference with economic relations need not show a breach of contract by a third party to recover if the defendant intentionally and wrongfully hinders

contract performance and causes damage to the plaintiff. *Trimed, Inc. v. Sherwood Medical Co.*, 772 F. Supp. 879, 883 (D.Md. 1991). In *Lake Shore Investors v. Rite Aid Corp.*, the court stated:

A person who intentionally and wrongfully **hinders contract performance, as by causing a party to cancel the contract, and thereby damages a party to the contract**, is liable to the injured party even if there is no breach of contract. This sort of conduct is encompassed within the tort that we shall denominate interference with economic relations, and it includes tortious interference with contractual relations.

67 Md. App. 743, 753, 509 A.2d 727 (1986) (emphasis added); *Orfanos v. Athenian, Inc.*, 66 Md. App. 507, 520, 505 A.2d 131 (1986) ("A third party who, without legal justification, intentionally interferes with the rights of a party to a contract, or induces a breach thereof, is liable in tort to the contracting party.").

Moreover, in *Sharrow*, the Court of Appeals held that "the tort [of intentional interference with contract] may arise where intentional interference with contract by a third party with another in his business or occupation **induces a breach of an existing contract or where, absent a breach of contract, there is malicious or wrongful interference with an economic relationship.**" 306 Md. at 763 (emphasis added).

Here, Defendants are attempting to wreak havoc at the Center in the hopes that Dundalk Village will feel compelled to either transfer back to Defendants the Improved Lots or pay them a fortune for the virtually worthless and encumbered Unimproved Lots. If Defendants are permitted to carry out their threats and tow vehicles from, or fence in, the Unimproved Lots, the Center's Tenants will be deprived of their legal rights under their respective Lease Agreements.

It is anticipated that once Defendants prevent the tenants and/or their customers from parking at the Unimproved Lots, many tenants are going to declare Dundalk Village in breach of the Lease Agreements and refuse to pay the monthly rents. In addition, if Defendants improperly

and tortiously deprive the tenants of their parking rights, it is expected that the tenants will commence litigation against Dundalk Village and/or abandon the leased premises. Once Defendants carry out their threats, Dundalk Village would not only lose many of their existing tenants, but it would be unable to fill the vacancies with new tenants after Defendants succeed in destroying Dundalk Village's good will and reputation which it is establishing in the community.

Defendants' anticipated tortious conduct would directly prevent Dundalk Village from generating sufficient funds to maintain and operate the Center, which, in turn, would cause Dundalk Village to default on its debt obligations. Ultimately, if Defendants are not prevented from carrying out their threats, Dundalk Village's anticipated failure to meet its debt obligations would result in the foreclosure of the Center by Dundalk Village's lender, a complete loss by Dundalk Village of its entire investment, and the demise of Dundalk Village. In short, there is substantial "likelihood that Dundalk Village will succeed on the merits of its claim," satisfying the first prong of the test.

B. The Court Should Grant a TRO Because Dundalk Village Will Suffer Irreparable Harm if Injunctive Relief is Not Granted.

To show "irreparable injury" sufficient to warrant the granting of an injunction in Maryland, the injury need not be beyond all possibility of compensation, nor even be very great. Irreparable injury exists whenever monetary damages are inadequate or difficult to ascertain. *Maryland-National Capital Park and Planning Comm'n v. Washington Nat. Arena*, 282 Md. 588, 615-16 (1978).

Here, if Defendants are permitted to carry out their threats and they interfere with Dundalk Village's contractual relationship with the Center's Tenants, who, in turn, would either stop paying rent or vacate the Center, Dundalk Village will likely lose many if not all its Tenants, its reputation and good will, and, worse of all, its entire investment.

Moreover, Dundalk Village will suffer irreparable harm because many customers will refuse to shop at the Center and/or potential tenants will refuse to enter into leases at the Center - damages which will be extremely difficult to ascertain. In a case on point, *Kings Mall, LLC. v. Wenk*, the court granted a preliminary injunction against protesters against the Iraq war at a shopping center, which leased space to the United States Government. 42 A.D.3d 623, 625, 839 N.Y.S.2d 313, 316 (2007). In affirming the decision, the Appellate Division stated:

We also are of the belief that plaintiff has adequately established the second prong required for injunctive relief. ... [W]hen defendants have engaged in protesting, the number of patrons at their businesses has noticeably decreased and that their gross sales have likewise decreased.... Moreover, contrary to defendants' contention, **their interference with the business of plaintiff's tenants would not likely be adequately compensated by monetary damages "because of the difficulty in proving how many individuals [were] deterred from patronizing those businesses as a direct result of defendants' conduct" Absent injunctive relief, we perceive that plaintiff will likely sustain irreparable injury.**

Kings Mall, LLC. v. Wenk, 42 A.D.3d 623, 625, 839 N.Y.S.2d 313, 316 (2007) (emphasis added); see also *Hyatt Corp. v. Hyatt Legal Services*, 736 F.2d 1153, 1158-59 (7th Cir. 1984) ("We conclude that the difficulty Hyatt Hotels would encounter in proving damages incurred because of Hyatt Legal Services' dilution of its mark and the nature of the injury direct a finding of irreparable injury.").

For all of these reasons, absent a temporary restraining order and a preliminary injunction, Dundalk Village will suffer obvious irreparable harm — the loss of Dundalk Village's business which will be extremely difficult to ascertain, the loss of its Tenants and almost certainly, the loss of its entire investment. Thus, to maintain the status quo and prevent irreparable harm, this Court should grant a temporary restraining order to enjoin Defendants from interfering with Dundalk Village's contractual relationship rights with its tenants at, and

wreaking havoc on, the Dundalk Village Shopping Center by towing vehicles from, or fencing in, the Unimproved Parcels at the Center.

C. The Balance of Harms Weighs in Favor of Plaintiffs.

In looking at the balance of harms, a court compares the irreparable injury to the movant versus the potential harm against whom the injunction is sought. *Lerner v. Lerner*, 306 Md. 771, 784-85 (1986). Here, the irreparable harm to Defendants absent injunctive relief will be (i) the loss of Dundalk Village's business (ii) the loss of its Tenants; (iii) the loss of its reputation and good will; (iv) many anticipated lawsuits by Tenants and (v) the loss of Dundalk Village's entire investment when it is unable to meet its debt obligations as a result of the Tenant's expected refusal to pay rent.

On the other hand, it does not appear that Defendants would suffer any harm if the Tenants continue to park in the Unimproved Lots – as they have been doing for many years on a daily basis. Accordingly, the balance of harms clearly weighs heavily in favor of Dundalk Village because it will lose, *inter alia*, its entire investment absent injunctive relief.

D. The Public Interest is Served by Granting the Injunction.

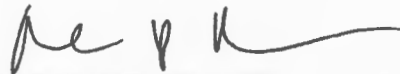
The public interest will be served by granting a preliminary injunction and preserving the status quo in this case. Private property rights are one of the most fundamental, sacred rights in American law. Indeed, so important and fundamental to our society are private property rights that, along with life and liberty, property rights are granted the ultimate protection of our Constitution. The public interest is served when the courts act to protect private property rights against unlawful interference, such as the transfer of Defendants on the Tenant's parking rights and Dundalk Village's contractual relationship with the Center's Tenants.

Additionally, it has been recognized that "the public interest is served by preserving a business which, if abandoned, may result in plaintiff's bankruptcy." *Wojciechowski v. Amoco Oil Co.*, 483 F. Supp. 109, 112 (E.D. Wis. 1980). As described *supra*, absent injunctive relief, Dundalk Village may be forced out of business. Thus, public policy weighs in favor of granting the injunction.

CONCLUSION

For all of the foregoing reasons, Dundalk Village met all of the requisites for granting a temporary restraining order and a preliminary injunction. Accordingly, Dundalk Village respectfully requests that this Court issue a temporary restraining order and preliminary injunction enjoining Defendants from carrying out their threats of towing vehicles from, or fencing in, the Unimproved Lots and depriving the Center's Tenants of their legal rights under their respective Lease Agreements.

Respectfully submitted,



NATHAN D. ADLER
ELLIOTT ENGEL
Neuberger, Quinn, Gielen,
Rubin & Gibber, P.A.
One South Street, 27th Floor
Baltimore, Maryland 21202
(410) 332 8516

Attorneys for Dundalk Village Properties, LLC

VERIFICATION

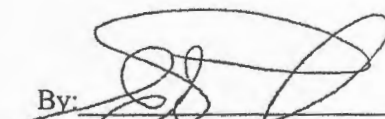
1. Based on my duties and responsibilities, I have personal knowledge of the facts set forth in the foregoing Memorandum, or I have knowledge of such facts by reference to documents and records maintained by Counter-Plaintiff and Third-Party Plaintiff, Dundalk Village Properties, LLC, in the ordinary course of business.

2. I SOLEMNLY AFFIRM, under the penalties of perjury, that the contents of the foregoing Memorandum are true to the best of my knowledge, information and belief.

Date: _____

9/26/2011

By: _____

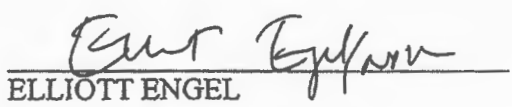

Jonathan Ehrenfeld

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 26th day of September, 2011, a copy of the foregoing Memorandum in Support of the Request for TRO and preliminary injunction was mailed, postage prepaid to:

Michael Leaf, Esquire
Hodes, Pessin & Katz, P.A.
Suite 100
Bel Air, Maryland 21014

Attorneys for Plaintiff


ELLIOTT ENGEL

9/26/11
JMJ DUNDALK PROPERTIES, LLC

Plaintiff,

v.

DUNDALK VILLAGE
PROPERTIES, LLC, *et al.*,

Defendants.

*

IN THE

*

CIRCUIT COURT

*

FOR

*

BALTIMORE COUNTY

*

Case No. 03-C-11-009000

*

* * * * *

ORDER GRANTING TEMPORARY RESTRAINING ORDER

This matter having come before the Court on Counter-Plaintiff and Third-Party Plaintiff, Dundalk Village Properties, LLC ("**Dundalk Village**")'s Motion for Temporary Restraining Order and Preliminary and Permanent Injunctions and the Verified Memorandum in Support Thereof, it appearing from the Verified Memorandum that Dundalk Village will suffer immediate, substantial, and irreparable harm, before an adversary hearing may be held; it is this 26th day of September 26, 2011 at 3:55 a.m./p.m. by the Circuit Court of Maryland for Baltimore County,

ORDERED that a temporary restraining order be and hereby is issued against Defendant, JMJ Dundalk Properties, LLC ("**JMJ**"), and against Third-Party Defendants, JMJ Management, LLC ("**JMJ Management**"), Jack S. Jacob ("**Jacob**"), and Michael Kohen ("**Kohen**") (hereinafter, JMJ, JMJ Management, Jacob, and Kohen are collectively referenced as "**Counter-Defendants**") that:

A. Counter-Defendants shall **cease and desist** from towing away vehicles used by the Dundalk Village Center (the "**Center**")'s tenants or their customers and/or invitees from any portion of the eleven adjoining lots or parcels of land located in Baltimore County, Maryland as

described in a Deed dated February 22, 2005 from the Dunleer Company and recorded among the Land Records of Baltimore County in Liber 21486, Folio 301 (the "Parcels");

B. Counter-Defendants shall **cease and desist** from fencing in any portion of the Parcels which would prevent or hinder parking by vehicles used by the Center's tenants and/or their customers and invitees;

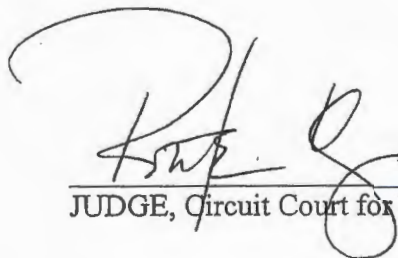
C. Counter-Defendants shall **cease and desist** from contacting any Tenants of the Center and threatening them or advising them that the Center's tenants, customers and/or invitees are prohibited from parking on any portion of the Parcels; and

ORDERED that Counter-Defendants shall have leave to move for a hearing on this temporary restraining order on two (2) days' notice; and it is further

ORDERED that a bond shall be set at \$10,000.00;

ORDERED that this temporary restraining order shall expire on October 6, 2011 at

3:35 a.m./p.m.


JUDGE, Circuit Court for Baltimore County

CC: Mr. Leaf 410-882-5629

True Copy Test

JULIE L. ENSOR, Clerk

Per A. Ricketts
Assistant Clerk



PETITION FOR ZONING HEARING(S)

To be filed with the Department of Permits, Approvals and Inspections

To the Office of Administrative Law of Baltimore County for the property located at:

address Dundalk Village Shopping Center/Map 103, Parcel 505 (Please See Attachment #1) which is presently zoned BL-CCC

Deed Reference Please See Attachment #1

10 Digit Tax Account # Please See Attachment #1

Property Owner(s) Printed Name(s) JMJ Dundalk Properties, LLC

CASE NUMBER 2012-0080SP4 Filing Date 9/16/2011 Estimated Posting Date / / Reviewer JCM

(SELECT THE HEARING(S) BY MARKING **X** AT THE APPROPRIATE SELECTION AND PRINT OR TYPE THE PETITION REQUEST)

The undersigned legal owner(s) of the property situate in Baltimore County and which is described in the description and plan attached hereto and made a part hereof, hereby petition for:

1. ☒ **a Special Hearing** under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

PLEASE SEE ATTACHED #2

2. ☐ **a Special Exception** under the Zoning Regulations of Baltimore County to use the herein described property for

3. ☐ **a Variance** from Section(s)

of the zoning regulations of Baltimore County, to the zoning law of Baltimore County, for the following reasons:
(Indicate below your hardship or practical difficulty or indicate below "To Be Presented At Hearing". If you need additional space, you may add an attachment to this petition)

TO BE PRESENTED AT HEARING

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

I, or we, agree to pay expenses of above petition(s), 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.

Legal Owner(s) Affirmation: I / we do so 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 / these Petition(s).

Contract Purchaser/Lessee:

Name- Type or Print

Signature

Mailing Address City State

Zip Code Telephone # Email Address

Attorney for Petitioner:

Michael E. Leaf, Hodes, Pessin & Katz, P.A.

Name- Type or Print

Signature

139 North Main Street, Suite 100, Bel Air, MD

Mailing Address City State

21014 (410) 893-2333 mleaf@hpklegal.com

Zip Code Telephone # Email Address

Legal Owners:

Jack S. Jacob, Authorized Representative of MJM Dundalk Properties, LLC

Name #1 - Type or Print

Name #2 - Type or Print

Signature #1

Signature #2

P.O. Box 21576 Baltimore MD

Mailing Address City State

21282 (410) 764-3817 jacobjmj@comcast.net

Zip Code Telephone # Email Address

Representative to be contacted:

Michael E. Leaf, Hodes, Pessin & Katz, P.A.

Name - Type or Print

Signature

139 North Main Street, Suite 100, Bel Air, MD

Mailing Address City State

21014 (410) 893-2333 mleaf@hpklegal.com

Zip Code Telephone # Email Address

ATTACHMENT #2

ATTACHMENT TO PETITION FOR SPECIAL HEARING

Dundalk Village Shopping Center

1. Petitioners request for confirmation that the number of required off-street parking spaces for Dundalk Village Shopping Center (the 11 lots identified on Attachment #1 and the plan accompanying this petition) are as calculated; and
2. Petitioners request for confirmation that the number of required off-street parking spaces for Dundalk Village Shopping Center, in the event of a conveyance of 4 of the 11 lots to another owner pursuant to an agreement with Sovereign Bank, the lien holder of an Indemnity Deed of Trust (Liber 26805, Folio 139), are as calculated; and
3. Petitioners request for confirmation that the number of required off-street parking spaces on the 4 lots to be conveyed to potential purchasers unlawfully violates the provisions of the Baltimore County Zoning Regulations and Baltimore County Code; and
4. Petitioners request that the Administrative Law Judge issue an order that a citation will be issued unless the potential purchaser(s) of the 4 lots take measures to provide sufficient off-street parking or seek and obtain variance relief; and
5. For such other and further relief as may be deemed necessary by the Administrative Law Judge for Baltimore County.

ATTACHMENT #1
Dundalk Village Shopping Center

<u>Property Owner</u>	<u>Address</u>	<u>Tax Account #</u>	<u>Deed Reference</u>
JMJ Dundalk Properties, LLC	Market Street	1204075780	21486/00301
JMJ Dundalk Properties, LLC	19 Shipping Place	1204075770	21486/00301
JMJ Dundalk Properties, LLC	Trading Place	1204075781	21486/00301
JMJ Dundalk Properties, LLC	17 Center Place	1204075782	21486/00301
JMJ Dundalk Properties, LLC	16 Center Place	1204075785	21486/00301
JMJ Dundalk Properties, LLC	Shipway	1204075786	21486/00301
JMJ Dundalk Properties, LLC	Shipway	1204075779	21486/00301
JMJ Dundalk Properties, LLC	Market Street	1204075784	21486/00301
JMJ Dundalk Properties, LLC	41 Shipping Place	1204075771	21486/00301
JMJ Dundalk Properties, LLC	63 Shipping Place	1204075772	21486/00301
JMJ Dundalk Properties, LLC	Commerce Street	1204075783	21486/00301

GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS
235 SCHILLING CIRCLE, SUITE 103 • HUNT VALLEY, MARYLAND 21031

September 13, 2011

Description to Accompany Petition for Special Hearing – #0 Market Street

Beginning at a point on the northerly right-of-way of Market Street which is 60 feet in width, said point being North 62 degrees 30 minutes 30 seconds East 241.87 feet more or less, from a point formed by the intersection of the centerlines of said Market Street and Shipping Place which is 80 feet in width, thence leaving said point of beginning, along the following 5 courses:

1. Running thence along said northerly right-of-way of Market Street South 69 degrees 38 minutes 00 seconds West 35 feet, thence
2. leaving said right-of-way North 20 degrees 22 minutes 00 seconds East 67.50 feet, thence
3. North 24 degrees 38 minutes 00 seconds East 14.14 feet, thence
4. North 69 degrees 38 minutes 00 seconds East 25.00 feet, thence
5. South 20 degrees 22 minutes 00 seconds East 77.50 feet to the point of beginning.

Being a part of Block No. 9 of Plat No. 1 of Dundalk as recorded in Baltimore County Plat Book, Liber W.P.C. No. 5, Folio 57 containing 0.061 Acres of land more or less. Also known as #0 Market Street and located in Election District #12.

Note: The above description is for zoning purposes only and is not to be used for contracts, conveyances or agreements.

410-785-6640 • FAX 410-785-6647
www.gwstephens.com



GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS
235 SCHILLING CIRCLE, SUITE 103 • HUNT VALLEY, MARYLAND 21031

September 13, 2011

Description to Accompany Petition for Special Hearing - #19 Shipping Place

Beginning at a point on the northerly right-of-way of Center Place which is 60 feet in width, said point being South 76 degrees 45 minutes 30 seconds West 241.87 feet more or less, from a point formed by the intersection of the centerlines of said Center Place and Trading Place which is 80 feet in width, thence leaving said point of beginning, along the following 4 courses:

1. Running thence along said northerly right-of-way of Center Place South 69 degrees 38 minutes 00 seconds West 200.00 feet to a point formed by the intersection of the northerly right-of-way of Centert Street and the easterly right-of-way of Shipping Place which is 80 feet in width, thence
2. along said right-of-way North 20 degrees 22 minutes 00 seconds West 180 feet to a point formed by the intersection of said right-of-way of Shipping Place and the southerly right-of-way of Market Street, thence
3. along said right-of-way of Market Street north 69 degrees 38 minutes 00 seconds East 200.00 feet, thence
4. leaving said right-of-way of Market Street South 20 degrees 22 minutes 00 seconds east 180.00 feet to the point of beginning.

Being part of Block No. 8 of Plat No. 1 of Dundalk as recorded in Baltimore County Plat Book Liber W.P.C. No. 5, Folio 57, containing 0.826 Acres of land more or less. Also known as #19 Shipping Place and located in Election District #12.

Note: The above description is for zoning purposes only and is not to be used for contracts, conveyances or agreements.

410-785-6640 • FAX 410-785-6647
www.gwstephens.com



GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS
235 SCHILLING CIRCLE, SUITE 103 • HUNT VALLEY, MARYLAND 21031

September 13, 2011

Description to Accompany Petition for Special Hearing - #0 Trading Place

Beginning at a point formed by the intersection of the northerly right-of-way of Market Street which is 60 feet in width and the westerly right-of-way of Trading Place which is 80 feet in width, said point being North 73 degrees 29 minutes 48 seconds West 50.00 feet more or less, from a point formed by the intersection of the centerlines of said Market Street and Trading Place, thence leaving said point of beginning, along the following 4 courses:

1. Running thence along said northerly right-of-way of Market Street South 69 degrees 38 minutes 00 seconds West 90.00 feet, thence
2. leaving said right-of-way North 20 degrees 22 minutes 00 seconds West 105.00 feet, thence
3. North 69 degrees 38 minutes 00 seconds East 90.00 feet to a point on the westerly right-of-way of Trading Place, thence
4. along said right-of-way of Trading Place South 20 degrees 22 minutes 00 seconds East 105.00 feet to the point of beginning.

Being part of Lot #1 in Block No. 6 of Plat No. 5 of Dundalk as recorded in Baltimore County Plat Book Liber W.H.M. No. 9, Folio 17, containing 0.217 Acres of land more or less. Also known as #0 Trading Place and located in Election District #12.

Note: The above description is for zoning purposes only and is not to be used for contracts, conveyances or agreements.

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GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS
235 SCHILLING CIRCLE, SUITE 103 • HUNT VALLEY, MARYLAND 21031

September 13, 2011

Description to Accompany Petition for Special Hearing - #16 Center Place

Beginning at a point on the northerly right-of-way of Center Place which is 60 feet in width, said point being South 76 degrees 45 minutes 30 seconds West 241.87 feet more or less, from a point formed by the intersection of the centerlines of said Center Place and Trading Place which is 80 feet in width, thence leaving said point of beginning, along the following 4 courses:

1. Running thence leaving said northerly right-of-way of Center Place North 20 degrees 22 minutes 00 seconds West 180.00 feet to a point on the southerly right-of-way of Market Street which is 60 feet in width, thence
2. along said right-of-way North 69 degrees 38 minutes 00 seconds East 200 feet to a point formed by the intersection of the southerly right-of-way of Market Street and the westerly right-of-way of Trading Place, thence
3. along said right-of-way of Trading Place South 20 degrees 22 minutes 00 seconds East 180.00 feet to a point formed by the intersection of the westerly right-of-way of Trading Place and the northerly right-of-way of Center Place, thence
4. along said right-of-way of Center Place South 69 degrees 38 minutes 00 seconds West 200.00 feet to the point of beginning.

Being Lots #1, #2 & #3 in Block No. 5 of Plat No. 5 of Dundalk as recorded in Baltimore County Plat Book Liber W.H.M. No. 9, Folio 17, containing 0.826 Acres of land more or less. Also known as #16 Center Place and located in Election District #12.

Note: The above description is for zoning purposes only and is not to be used for contracts, conveyances or agreements.



GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS
235 SCHILLING CIRCLE, SUITE 103 • HUNT VALLEY, MARYLAND 21031

September 13, 2011

Description to Accompany Petition for Special Hearing - #17 Center Place

Beginning at a point at the intersection of the northerly right-of-way of Center Place which is 60 feet in width and the westerly right-of-way of Trading Place which is 80 feet in width, said point being South 32 degrees 45 minutes 48 seconds West 50.00 feet more or less, from a point formed by the intersection of the centerlines of said Center Place and Trading Place, thence leaving said point of beginning, along the following 4 courses:

1. Running thence along the westerly right-of-way of Trading Place South 20 degrees 22 minutes 00 seconds East 180.00 feet to a point formed by the intersection of the said right-of-way of Trading Place and the northerly right-of-way of Commerce Street which is 60 feet in width, thence
2. along said right-of-way of Commerce Street South 69 degrees 38 minutes 00 seconds West 90 feet, thence
3. leaving said right-of-way of Commerce Street North 20 degrees 22 minutes 00 seconds West 180.00 feet to a point on the southerly right-of-way of Center Place, thence
4. along said right-of-way of Center Place North 69 degrees 38 minutes 00 seconds East 90.00 feet to the point of beginning.

Being Lots #1 in Block No. 4 of Plat No. 5 of Dundalk as recorded in Baltimore County Plat Book Liber W.H.M. No. 9, Folio 17, containing 0.372 Acres of land more or less. Also known as #17 Center Place and located in Election District #12.

Note: The above description is for zoning purposes only and is not to be used for contracts, conveyances or agreements.

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www.gwstephens.com



GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS
235 SCHILLING CIRCLE, SUITE 103 • HUNT VALLEY, MARYLAND 21031

September 13, 2011

Description to Accompany Petition for Special Hearing – #0 Shipway

Beginning at a point on the southerly right-of-way of Shipway which is 80 feet in width, said point being South 58 degrees 19 minutes 24 seconds West 203.96 feet more or less, from a point formed by the intersection of the centerlines of said Shipway and Trading Place which is 80 feet in width, thence leaving said point of beginning, along the following 4 courses:

1. Running thence along said southerly right-of-way of Shipway North 69 degrees 38 minutes 00 seconds East 55.00 feet, thence
2. leaving said right-of-way South 20 degrees 22 minutes 00 seconds East 67.50 feet, thence
3. South 24 degrees 38 minutes 00 seconds West 14.14 feet, thence
4. South 69 degrees 38 minutes 00 seconds West 55.00 feet, thence
4. North 20 degrees 22 minutes 00 seconds West 77.50 feet to the point of beginning.

Being part of Lot #2 in Block No. 6 of Plat No. 5 of Dundalk as recorded in Baltimore County Plat Book Liber W.H.M. No. 9, Folio 17, containing 0.098 Acres of land more or less. Also known as #0 Shipway and located in Election District #12.

Note: The above description is for zoning purposes only and is not to be used for contracts, conveyances or agreements.

410-785-6640 • FAX 410-785-6647
www.gwstephens.com



GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND PLANNERS • LAND SURVEYORS
235 SCHILLING CIRCLE, SUITE 103 • HUNT VALLEY, MARYLAND 21031

September 13, 2011

Description to Accompany Petition for Special Hearing – #0 Shipway (2)

Beginning at a point on the southerly right-of-way of Shipway which is 80 feet in width, said point being South 58 degrees 19 minutes 24 seconds West 203.96 feet more or less, from a point formed by the intersection of the centerlines of said Shipway and Trading Place which is 80 feet in width, thence leaving said point of beginning, along the following 5 courses:

1. Running thence leaving said southerly right-of-way of Shipway South 20 degrees 22 minutes 00 seconds East 77.50 feet, thence
2. South 69 degrees 38 minutes 00 seconds West 75.00 feet, thence
3. North 65 degrees 22 minutes 00 seconds West 14.14 feet, thence
4. North 20 degrees 22 minutes 00 seconds West 67.50 feet to a point on the southerly right-of-way of Shipway, thence
5. along said right-of-way of Shipway North 69 degrees 38 minutes 00 seconds East 75.00 feet to the point of beginning.

Being part of Lot #2 in Block No. 6 of Plat No. 5 of Dundalk as recorded in Baltimore County Plat Book Liber W.H.M. No. 9, Folio 17, and a part of Block No. 9 of Plat No. 1 of Dundalk as recorded in Baltimore County Plat Book, Liber W.P.C. No. 5, Folio 57 containing 0.133 Acres of land more or less. Also known as #0 Shipway (2) and located in Election District #12.

Note: The above description is for zoning purposes only and is not to be used for contracts, conveyances or agreements.

410-785-6640 • FAX 410-785-6647
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GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.

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235 SCHILLING CIRCLE, SUITE 103 • HUNT VALLEY, MARYLAND 21031

September 13, 2011

Description to Accompany Petition for Special Hearing – #0 Market Street (2)

Beginning at a point on the northerly right-of-way of Market Street which is 60 feet in width, said point being North 62 degrees 30 minutes 30 seconds East 241.87 feet more or less, from a point formed by the intersection of the centerlines of said Market Street and Shipping Place which is 80 feet in width, thence leaving said point of beginning, along the following 4 courses:

1. Running thence leaving said northerly right-of-way of Market Street North 20 degrees 22 minutes 00 seconds West 77.5 feet, thence
2. North 69 degrees 38 minutes 00 seconds East 85.00 feet, thence
3. South 65 degrees 22 minutes 00 seconds East 14.14 feet, thence
3. South 20 degrees 22 minutes 00 seconds East 67.50 feet to a point on the southerly right-of-way of Market Street, thence
4. along said right-of-way of Market Street South 69 degrees 38 minutes 00 seconds West 95 feet to the point of beginning.

Being Lot #3 in Block No. 6 of Plat No. 5 of Dundalk as recorded in Baltimore County Plat Book Liber W.H.M. No. 9, Folio 17, containing 0.168 Acres of land more or less. Also known as #0 Market Street (2) and located in Election District #12.

Note: The above description is for zoning purposes only and is not to be used for contracts, conveyances or agreements.

410-785-6640 • FAX 410-785-6647
www.gwstephens.com



GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.

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September 13, 2011

Description to Accompany Petition for Special Hearing - #41 Shipping Place

Beginning at a point at the intersection of the westerly right-of-way of Shipping Place which is 80 feet in width and northerly right-of-way of Commerce Street which is 60 feet in width, said point being North 32 degrees 45 minutes 48 seconds East 50.00 feet more or less, from a point formed by the intersection of the centerlines of Shipping Place and Commerce Street, thence leaving said point of beginning, along the following 7 courses:

1. Running thence along said northerly right-of-way of Shipping Place North 20 degrees 22 minutes 00 seconds West 180.00 feet to a point at the intersection of said right-of-way, and the northerly right-of-way of Center Place which is 60 feet in width, thence
2. along said southerly right-of-way of Center Place North 69 degrees 38 minutes 00 seconds East 102.50 feet, thence
3. leaving said right-of-way South 20 degrees 22 minutes 00 seconds East 100.00 feet, thence
4. North 69 degrees 38 minutes 00 seconds East 15.28' feet, thence
5. South 79 degrees 24 minutes 19 seconds East 40.49 feet, thence
6. South 20 degrees 22 minutes 00 seconds East 56.67 feet to a point on the northerly right-of-way of Commerce Street, thence
6. along said right-of-way South 69 degrees 38 minutes 00 seconds West to the point of beginning.

Being Lots #4 & #5 in Block No. 4 of Plat #5 of Dundalk as recorded in Baltimore County Plat Book Liber W.H.M. No. 9, Folio #17, containing 0.494 Acres of land more or less. Also known as #41 Shipping Place and located in Election District #12.

Note: The above description is for zoning purposes only and is not to be used for contracts, conveyances or agreements.



GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.

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September 13, 2011

Description to Accompany Petition for Special Hearing - #63 Shipping Place

Beginning at a point at the intersection of the westerly right-of-way of Shipping Place which is 80 feet in width and southerly right-of-way of Commerce Street which is 60 feet in width, said point being South 73 degrees 29 minutes 48 seconds East 50.00 feet more or less, from a point formed by the intersection of the centerlines of Shipping Place and Commerce Street, thence leaving said point of beginning, along the following 4 courses:

1. Running thence along said southerly right-of-way of Commerce Street North 69 degrees 38 minutes East 100.00 feet to a point on said right-of-way, thence
2. leaving said southerly right-of-way of Commerce Street South 20 degrees 22 minutes East 170.00 feet, to a point on the northerly right-of-way of Dunmanway which is 80 feet in width, running thence
3. along said northerly right-of-way of Dunmanway South 69 degrees 38 minutes 100.00 feet to a point at the intersection of said right-of-way of Dunmanway and the easterly right-of-way of Shipping Place, running thence
4. along said right-of-way of Shipping Place North 20 degrees 22 minutes West 170.00 feet to the point of beginning.

Being Lot #4 in Block No. 3 of Plat #5 of Dundalk as recorded in Baltimore County Plat Book Liber W.H.M. No. 9, Folio 17, containing 0.39 Acres of land more or less. Also known as #63 Shipping Place and located in Election District #12.

Note: The above description is for zoning purposes only and is not to be used for contracts, conveyances or agreements.



GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.

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235 SCHILLING CIRCLE, SUITE 103 • HUNT VALLEY, MARYLAND 21031

September 13, 2011

Description to Accompany Petition for Special Hearing - #12 & #14 Commerce Street

Beginning at a point on the northerly right-of-way of Commerce Street which is 60 feet in width, said point being South 81 degrees 19 minutes 22 seconds West 148.07 feet more or less, from a point formed by the intersection of the centerlines of said Commerce Street and Trading Place which is 80 feet in width, thence leaving said point of beginning, along the following 6 courses:

1. Running thence along said northerly right-of-way of Commerce Street South 69 degrees 38 minutes 00 seconds East 128.00 feet, thence
2. leaving said right-of-way North 20 degrees 22 minutes 00 seconds West 67.50 feet, thence
3. North 24 degrees 37 minutes 29 seconds East 14.14 feet, thence
4. North 69 degrees 38 minutes 00 seconds East 108.00 feet, thence
5. South 65 degrees 22 minutes 00 seconds East 14.14 feet, thence
6. South 20 degrees 22 minutes 00 seconds East 67.50 feet to the point of beginning.

Being Lot #6 in Block No. 4 of plat showing resubdivision of Block No. 4 Plat No. 5 of Dundalk as recorded in Baltimore County Plat Book Liber C.W.B. No. 12, Folio #54, containing 0.240 Acres of land more or less. Also known as #12 & #14 Commerce Street and located in Election District #12.

Note: The above description is for zoning purposes only and is not to be used for contracts, conveyances or agreements.



BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET AND FINANCE
MISCELLANEOUS CASH RECEIPT

No. **74440**

Date: **9.16.11**

Fund	Dept	Unit	Sub Unit	Rev Source/ Obj	Sub Rev/ Sub Obj	Dept Obj	BS Acct	Amount
001	806	0800		6150				385.-

Total: **385.-**

Rec From: **JMJ DUNNICK Pres.**

For: **2012-0020-SPH.**

DISTRIBUTION

WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

GOLD - ACCOUNTING

PLEASE PRESS HARD!!!!

**CASHIER'S
 VALIDATION**

NOTICE OF ZONING HEARING

The Administrative Law Judges 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: # 2012-0080-SPH

Dundalk Village Shopping Center

Properties located on the w/side of Trading Place at its intersection with Market Street, located on both sides of Market Street

12th Election District — 7th Councilmanic District

Legal Owner(s): JMJ Dundalk Properties, LLC, Jack S. Jacob

Special Hearing: for confirmation that the number of required off-street parking spaces for Dundalk Village Shopping Center (the 11 lots identified on attachment 1 and the plan accompanying the petition) are as calculated and for confirmation that the number of required off-street parking spaces, in the even of conveyance of 4 of the 11 lots to another owner pursuant to an agreement with Sovereign Bank, the lien holder of Idemnity Deed of Trust (liber 26805, folio 139) are as calculated; for confirmation that the number of required off-street parking spaces on the 4 lots to be conveyed to potential purchasers unlawfully violates the provisions of the BCZR and Baltimore County Code; petitioners request that the Administrative Law Judge issue an order that a citation will be issued unless the potential purchaser(s) of the 4 lots take measures to provide sufficient off-street parking or see and obtain variance relief; and for such other and further relief as may be deemed necessary by the ALJ for Baltimore County.

Hearing: Wednesday, November 16, 2011 at 1:30 p.m. in Room 205, Jefferson Building, 105 West Chesapeake Avenue, Towson 21204.

ARNOLD JABLON, DIRECTOR OF PERMITS, APPROVALS AND INSPECTIONS FOR BALTIMORE COUNTY

NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Contact the Administrative Hearings Office at (410) 887-3868.

(2) For Information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.

JT 11/613 November 1

289810

CERTIFICATE OF PUBLICATION

11/3/2011

THIS IS TO CERTIFY, that the annexed advertisement was published in the following weekly newspaper published in Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 11/1/2011.

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

S. Wilkinson

LEGAL ADVERTISING

NOTICE OF ZONING HEARING

The Administrative Law Judges 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: # 2012-0080-SPH

Dundalk Village Shopping Center

Properties located on the w/side of Trading Place at its intersection with Market Street, located on both sides of Market Street

12th Election District — 7th Councilmanic District

Legal Owner(s): JMJ Dundalk Properties, LLC, Jack S. Jacob

Special Hearing: for confirmation that the number of required off-street parking spaces for Dundalk Village Shopping Center (the 11 lots identified on attachment 1 and the plan accompanying the petition) are as calculated and for confirmation that the number of required off-street parking spaces, in the even of conveyance of 4 of the 11 lots to another owner pursuant to an agreement with Sovereign Bank, the lien holder of Idemnity Deed of Trust (liber 26805, folio 139) are as calculated; for confirmation that the number of required off-street parking spaces on the 4 lots to be conveyed to potential purchasers unlawfully violates the provisions of the BCZR and Baltimore County Code; petitioners request that the Administrative Law Judge issue an order that a citation will be issued unless the potential purchaser(s) of the 4 lots take measures to provide sufficient off-street parking or see and obtain variance relief; and for such other and further relief as may be deemed necessary by the ALJ for Baltimore County.

Hearing: Tuesday, January 10, 2012 at 10:00 a.m. in Room# 205, Jefferson Building, 105 West Chesapeake Avenue, Towson 21204.

ARNOLD JABLON, DIRECTOR OF PERMITS, APPROVALS AND INSPECTIONS FOR BALTIMORE COUNTY

NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Contact the Administrative Hearings Office at (410) 887-3868.

(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.

JT 12/747 December 27

293707

CERTIFICATE OF PUBLICATION

12/29/2011

THIS IS TO CERTIFY, that the annexed advertisement was published in the following weekly newspaper published in Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 12/27/2011.

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

J. Wilkinson

LEGAL ADVERTISING

CERTIFICATE OF POSTING

2012-0080-A

RE: Case No.: _____

Petitioner/Developer: _____

Dundalk Village Shopping Center

November 16, 2011

Date of Hearing/Closing: _____

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

Attn: Kristen Lewis:

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: _____

4 Signs - (1) Shipway (2) Center Place and Shipping Place (3) Center Place and Trading Place (4) Dunman Way

October 29, 2011

The sign(s) were posted on _____

(Month, Day, Year)

Sincerely,



October 29, 2011

(Signature of Sign Poster)

(Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

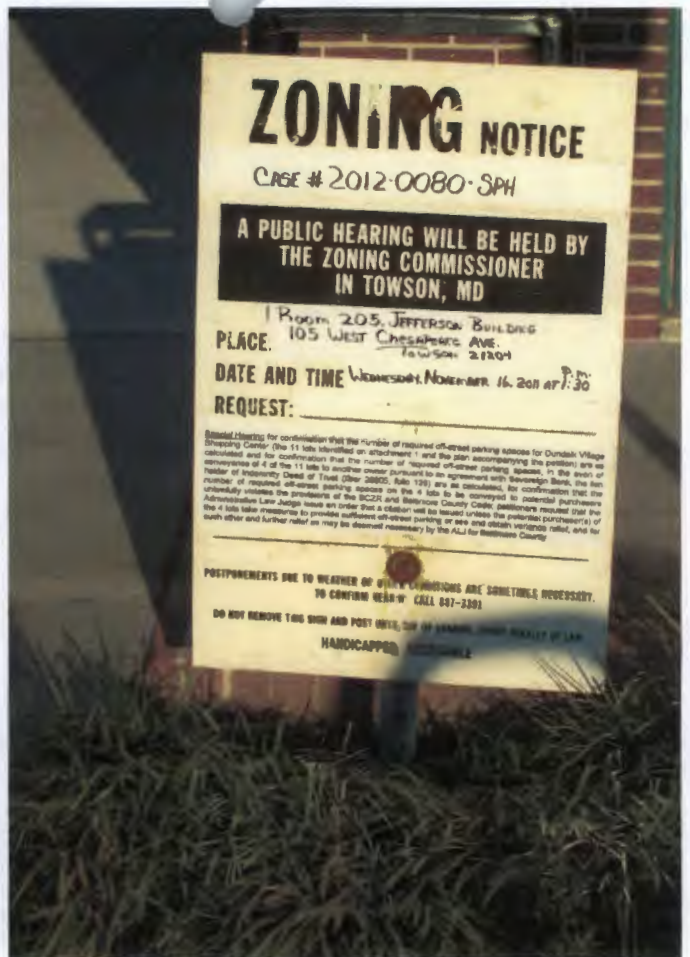
(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)



CERTIFICATE OF POSTING

2012-0080-SPH

RE: Case No.: _____

Petitioner/Developer: _____

JMJ Dundalk Properties, LLC Jack S, Jacob

January 10, 2012

Date of Hearing/Closing: _____

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

Attn: Kristen Lewis:

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: _____

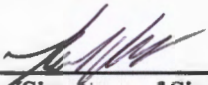
Dundalk Village Shopping Center

December 24, 2011

The sign(s) were posted on _____
(Month, Day, Year)

Sincerely,

December 24, 2011


(Signature of Sign Poster)

(Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

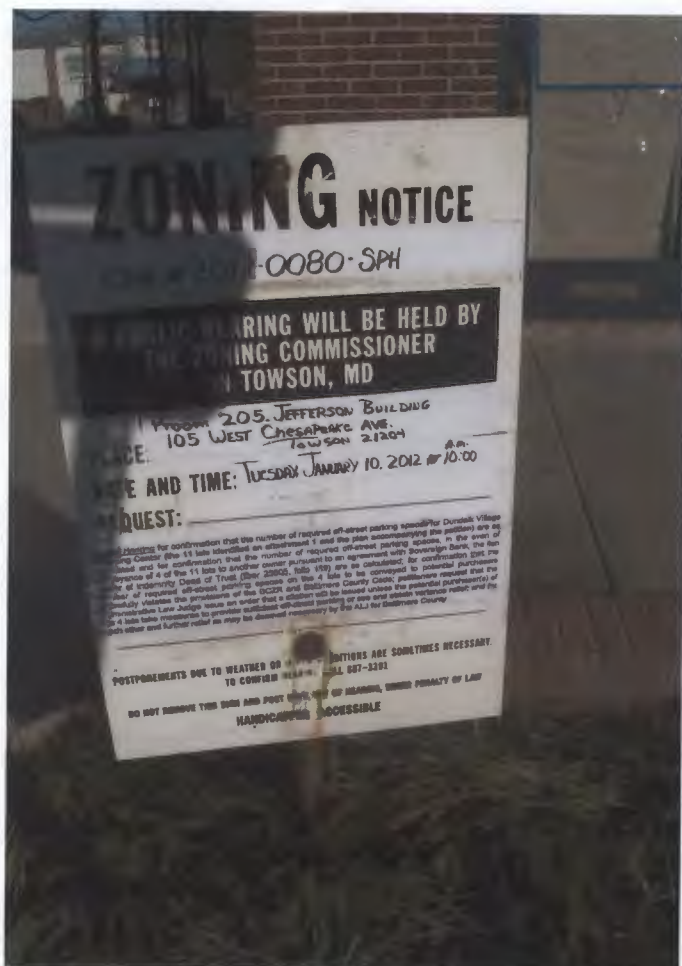
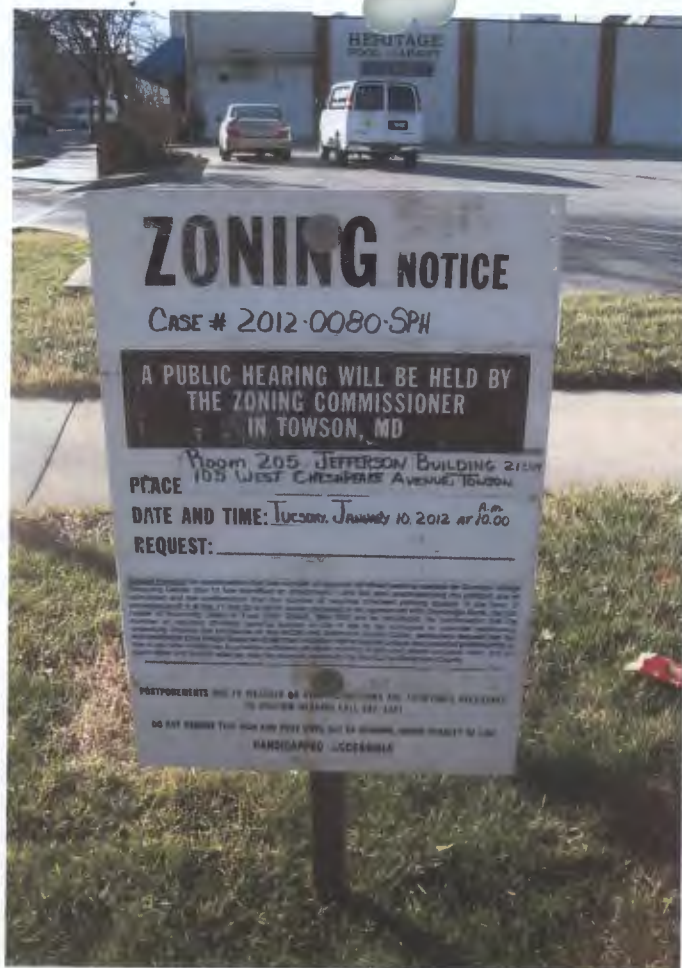
(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)



TO: PATUXENT PUBLISHING COMPANY
Tuesday, November 1, 2011 Issue - Jeffersonian

Please forward billing to:

Michael Leaf
Hodes, Pessin & Katz, P.A.
139 North Main Street, Ste. 100
Bel Air, MD 21014

410-893-2333

NOTICE OF ZONING HEARING

The Administrative Law Judges 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: 2012-0080-SPH

Dundalk Village Shopping Center

Properties located on the w/side of Trading Place at its intersection with Market Street, located on both sides of Market Street

12th Election District – 7th Councilmanic District

Legal Owners: JMJ Dundalk Properties, LLC, Jack S. Jacob

Special Hearing for confirmation that the number of required off-street parking spaces for Dundalk Village Shopping Center (the 11 lots identified on attachment 1 and the plan accompanying the petition) are as calculated and for confirmation that the number of required off-street parking spaces, in the event of conveyance of 4 of the 11 lots to another owner pursuant to an agreement with Sovereign Bank, the lien holder of Indemnity Deed of Trust (liber 26805, folio 139) are as calculated; for confirmation that the number of required off-street parking spaces on the 4 lots to be conveyed to potential purchasers unlawfully violates the provisions of the BCZR and Baltimore County Code; petitioners request that the Administrative Law Judge issue an order that a citation will be issued unless the potential purchaser(s) of the 4 lots take measures to provide sufficient off-street parking or see and obtain variance relief; and for such other and further relief as may be deemed necessary by the ALJ for Baltimore County.

Hearing: Wednesday, November 16, 2011 at 1:30 p.m. in Room 205, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204



Arnold Jablon

Director of Permits, Approvals and Inspections for Baltimore County

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.
- (2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.



KEVIN KAMENETZ
County Executive

ARNOLD JABLON
Deputy Administrative Officer
Director, Department of Permits,
Approvals & Inspections
October 24, 2011

NOTICE OF ZONING HEARING

The Administrative Law Judges 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: 2012-0080-SPH

Dundalk Village Shopping Center

Properties located on the w/side of Trading Place at its intersection with Market Street, located on both sides of Market Street

12th Election District – 7th Councilmanic District

Legal Owners: JMJ Dundalk Properties, LLC, Jack S. Jacob

Special Hearing for confirmation that the number of required off-street parking spaces for Dundalk Village Shopping Center (the 11 lots identified on attachment 1 and the plan accompanying the petition) are as calculated and for confirmation that the number of required off-street parking spaces, in the even of conveyance of 4 of the 11 lots to another owner pursuant to an agreement with Sovereign Bank, the lien holder of Indemnity Deed of Trust (liber 26805, folio 139) are as calculated; for confirmation that the number of required off-street parking spaces on the 4 lots to be conveyed to potential purchasers unlawfully violates the provisions of the BCZR and Baltimore County Code; petitioners request that the Administrative Law Judge issue an order that a citation will be issued unless the potential purchaser(s) of the 4 lots take measures to provide sufficient off-street parking or see and obtain variance relief; and for such other and further relief as may be deemed necessary by the ALJ for Baltimore County.

Hearing: Wednesday, November 16, 2011 at 1:30 p.m. in Room 205, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204

A handwritten signature in dark ink, appearing to read "Arnold Jablon", is written over the printed name and title.

Arnold Jablon
Director

AJ:kl

C: Michael Leaf, 139 North Main Street, Ste. 100, Bel Air 21014
Jack Jacob, P.O. Box 21576, Baltimore 21282

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY TUESDAY, NOVEMBER 1, 2011.**
- (2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.
- (3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

Zoning Review | County Office Building
111 West Chesapeake Avenue, Room 111 | Towson, Maryland 21204 | Phone 410-887-3391 | Fax 410-887-3048
www.baltimorecountymd.gov

TO: PATUXENT PUBLISHING COMPANY
Tuesday, December 27, 2011 Issue - Jeffersonian

Please forward billing to:

Michael Leaf
Hodes, Pessin & Katz, P.A.
139 North Main Street, Ste. 100
Bel Air, MD 21014

410-893-2333

NOTICE OF ZONING HEARING

The Administrative Law Judges 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: 2012-0080-SPH

Dundalk Village Shopping Center

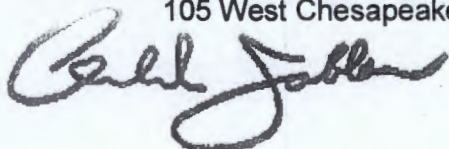
Properties located on the w/side of Trading Place at its intersection with Market Street, located on both sides of Market Street

12th Election District – 7th Councilmanic District

Legal Owners: JMJ Dundalk Properties, LLC, Jack S. Jacob

Special Hearing for confirmation that the number of required off-street parking spaces for Dundalk Village Shopping Center (the 11 lots identified on attachment 1 and the plan accompanying the petition) are as calculated and for confirmation that the number of required off-street parking spaces, in the even of conveyance of 4 of the 11 lots to another owner pursuant to an agreement with Sovereign Bank, the lien holder of Indemnity Deed of Trust (liber 26805, folio 139) are as calculated; for confirmation that the number of required off-street parking spaces on the 4 lots to be conveyed to potential purchasers unlawfully violates the provisions of the BCZR and Baltimore County Code; petitioners request that the Administrative Law Judge issue an order that a citation will be issued unless the potential purchaser(s) of the 4 lots take measures to provide sufficient off-street parking or see and obtain variance relief; and for such other and further relief as may be deemed necessary by the ALJ for Baltimore County.

Hearing: Tuesday, January 10, 2012, 105 West Chesapeake Avenue, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204



Arnold Jablon

Director of Permits, Approvals and Inspections for Baltimore County

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.
- (2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.



KEVIN KAMENETZ
County Executive

ARNOLD JABLON
Deputy Administrative Officer
Director, Department of Permits,
Approvals & Inspections
December 20, 2011

NOTICE OF ZONING HEARING

The Administrative Law Judges 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: 2012-0080-SPH

Dundalk Village Shopping Center

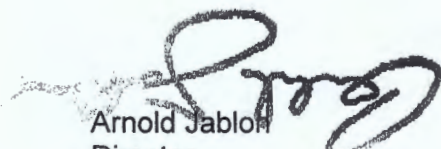
Properties located on the w/side of Trading Place at its intersection with Market Street, located on both sides of Market Street

12th Election District – 7th Councilmanic District

Legal Owners: JMJ Dundalk Properties, LLC, Jack S. Jacob

Special Hearing for confirmation that the number of required off-street parking spaces for Dundalk Village Shopping Center (the 11 lots identified on attachment 1 and the plan accompanying the petition) are as calculated and for confirmation that the number of required off-street parking spaces, in the even of conveyance of 4 of the 11 lots to another owner pursuant to an agreement with Sovereign Bank, the lien holder of Indemnity Deed of Trust (liber 26805, folio 139) are as calculated; for confirmation that the number of required off-street parking spaces on the 4 lots to be conveyed to potential purchasers unlawfully violates the provisions of the BCZR and Baltimore County Code; petitioners request that the Administrative Law Judge issue an order that a citation will be issued unless the potential purchaser(s) of the 4 lots take measures to provide sufficient off-street parking or see and obtain variance relief; and for such other and further relief as may be deemed necessary by the ALJ for Baltimore County.

Hearing: Tuesday, January 10, 2012, 105 West Chesapeake Avenue, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204



Arnold Jablon
Director

AJ:kl

C: Michael Leaf, 139 North Main Street, Ste. 100, Bel Air 21014
Jack Jacob, P.O. Box 21576, Baltimore 21282
John Gontrum, One West Pennsylvania Avenue, Ste. 300, Towson 21204

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY MONDAY, DECEMBER 26, 2011.**
(2) **HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.**
(3) **FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391**

Zoning Review | County Office Building
111 West Chesapeake Avenue, Room 111 | Towson, Maryland 21204 | Phone 410-887-3391 | Fax 410-887-3048
www.baltimorecountymd.gov

DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS
ZONING REVIEW

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

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

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

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

For Newspaper Advertising:

Item Number or Case Number: 2012-0080-SPH

Petitioner: JMJ Dundalk Properties, LLC

Address or Location: Dundalk Village Shopping Center, Shipping Place

PLEASE FORWARD ADVERTISING BILL TO:

Name: Michael E. Leaf

Address: 139 North Main St.

Suite 100

Bel Air Md 21014

Telephone Number: 410-893-2333

Revised 2/17/11 DT



KEVIN KAMENETZ
County Executive

ARNOLD JABLON
Deputy Administrative Officer
Director, Department of Permits,
Approvals & Inspections

November 7, 2011

Jack S. Jacob
JMJ Dundalk Properties, LLC
P. O. Box 21576
Baltimore, MD 21282

RE: Case Number: 2012-0080-SPH, Dundalk Village Shopping Center

Dear Mr. Jacob,

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on September 16, 2011. This letter is not an approval, but only a **NOTIFICATION**.

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,

A handwritten signature in black ink, reading "W. Carl Richards, Jr.", is written over a circular official stamp.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR:mcn

Enclosures

c: People's Counsel
Michael E. Leaf, , Hodes, Pessin & Katz, P.A., 139 North Main Street, Ste. 100,
Bel Air, MD 21014

Martin O'Malley, Governor
Anthony G. Brown, Lt. Governor



Beverley K. Swaim-Staley, Secretary
Darrell B. Mobley, Acting Administrator

MARYLAND DEPARTMENT OF TRANSPORTATION

Date: 9-26-11

Ms. Kristen Matthews
Baltimore County Department of
Permits, Approvals and Inspections
County Office Building, Room 109
Towson, Maryland 21204

RE: Baltimore County
Item No. 2012-0080 - SPH
Special Hearing
JMS Sundark Properties, LLC
Jack Jacob
19 Shipping Ave.

Dear Ms. Matthews:

Thank you for the opportunity to review your referral request on the subject of the above captioned. We have determined that the subject property does not access a State roadway and is not affected by any State Highway Administration projects. Therefore, based upon available information this office has no objection to Baltimore County Zoning Advisory Committee approval of Item No. 2012-0080-SPH.

Should you have any questions regarding this matter, please contact Richard Zeller at 410-545-5598 or 1-800-876-4742 extension 5598. Also, you may E-mail him at (rzeller@sha.state.md.us). Thank you for your cooperation.

Sincerely,

A handwritten signature in dark ink, appearing to read "Steven D. Foster".

Steven D. Foster, Chief
Access Management Division

SDF/rz

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits, Approvals
And Inspections

DATE: September 30, 2011

FROM: Dennis A. ^{DAK}Kennedy, Supervisor
Bureau of Development Plans
Review

SUBJECT: Zoning Advisory Committee Meeting
For October 10, 2011
Item Nos. 2012-074,075, 076,077, 078, 079,080,
And 081.

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

DAK:CEN

cc: File

G:\DevPlanRev\ZAC -No Comments\ZAC-10102011 -NO COMMENTS.doc

BALTIMORE COUNTY, MARYLAND

Inter-Office Correspondence



TO: Hon. Lawrence M. Stahl; Managing Administrative Law Judge
Office of Administrative Hearings

FROM: David Lykens, Department of Environmental Protection and Sustainability
(DEPS) - Development Coordination

DATE: October 7, 2011

SUBJECT: DEPS Comment for Zoning Item # 2012-0080-SPH
Address 19 Shipping Place
(JMJ Dundalk Properties, LLC)

Zoning Advisory Committee Meeting of September 26, 2011.

X The Department of Environmental Protection and Sustainability has no
comment on the above-referenced zoning item.

Reviewer: *Jeff Livingston; Development Coordination*

RECEIVED

OCT 07 2011

OFFICE OF ADMINISTRATIVE HEARINGS

BALTIMORE COUNTY, MARYLAND
INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits, Approvals
And Inspections

FROM: Dennis A. Kennedy^{DAK}, Supervisor
Bureau of Development Plans
Review

SUBJECT: Zoning Advisory Committee Meeting
For January 9, 2012
Item Nos. 2012-080, 145, 146, 147, 149,
150 and 151

DATE: January 4, 2012

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

DAK:CEN
cc: File

RE: PETITION FOR SPECIAL HEARING * BEFORE THE OFFICE
19 Shipping Place; properties located on W/S
Of Trading lace @ intersection w/Market Street* OF ADMINSTRATIVE
12th Election & 7th Councilmanic Districts HEARINGS FOR
Legal Owner(s): JMJ Dundalk Properties, LLC*
Petitioner(s) * BALTIMORE COUNTY
* 2012-080-SPH

* * * * *

ENTRY OF APPEARANCE

Pursuant to Baltimore County Charter § 524.1, please enter the appearance of People's Counsel for Baltimore County as an interested party 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 and all documentation filed in the case.

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio

CAROLE S. DEMILIO
Deputy People's Counsel
Jefferson Building, Room 204
105 West Chesapeake Avenue
Towson, MD 21204
(410) 887-2188

RECEIVED

SEP 3 02011

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30th day of September, 2011, a copy of the foregoing Entry of Appearance was mailed to Michael Leaf, Esquire, Hodes, Pessin & Katz, P.A., 139 North Main Street, Suite 100, Bel Air, Maryland 21014, Attorney for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Debra Wiley - ZAC Comments

From: Debra Wiley
To: Kennedy, Dennis; Lykens, David; Livingston, Jeffrey; Lanham, Lynn; Murra...
Date: 10/6/2011 11:56 PM
Subject: ZAC Comments

Hi there,

Please see the cases listed below and the hearing date, if assigned. If you wish to submit a ZAC comment, please be advised that you must do so before the hearing date. If it's not received by the hearing date, it will not be considered in our decision.

2012-0074-A ? 3435 Yardley Drive
Administrative Variance ? Closing Date: 10/10

2012-0075-A ? 8528 Lucerne Road
No hearing date per data base as of: 10/6/11

2012-0076-A ? 10606 Bird River Road
Administrative Variance ? Closing Date: 10/10

2012-0077-A ? 1472 Martin Blvd.
No hearing date per data base as of: 10/6/11

2012-0078-SPHA ? 7801 Eastern Ave.
Hearing Date: 11/1/11

2012-0079-A ? 1110 Gladway Road
Administrative Variance ? Closing Date: 10/10

2012-0080-SPH ? 19 Shipping Place
No hearing date per data base as of: 10/6/11

2012-0081-A ? 7410 Old Harford Road
Administrative Variance ? Closing Date: 10/17

2012-0082-A ? 30-115 West Ridgely Road
No hearing date per data base as of: 10/6/11

2012-0083-A ? 1003 Meadow Glen Road
Administrative Variance ? Closing Date: 10/17

2012-0084-A ? 1609 Eastern Blvd.
No hearing date per data base as of: 10/6/11

2012-0085-A ? 5713 Daybreak Terrace
No hearing date per data base as of: 10/6/11

Patricia Zook - Case 2012-0080-SPH on Wed. Nov 16

From: Patricia Zook
To: Lewis, Kristen
Date: 11/14/2011 10:51 AM
Subject: Case 2012-0080-SPH on Wed. Nov 16

Hi Kristen -

We are also still missing this case -- the one that Rose insisted that she had brought over and didn't. Rose then called the ZRO and the file was with Arnold -- is this case still going forward or not?

If it is still on, we need the case file.

Patti Zook
Baltimore County
Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 103
Towson MD 21204
410-887-3868
pzook@baltimorecountymd.gov

CONFIDENTIALITY NOTICE: The information contained in this ELECTRONIC MAIL transmission is legally privileged and confidential. It may also be subject to the attorney-client privilege or be privileged work product or proprietary information. This information is intended for the exclusive use of the addressee(s). If you are not the intended recipient, you are hereby notified that any use, disclosure, dissemination, distribution (other than to the addressee(s)), copying or taking of any action because of this information is strictly prohibited.

Debra Wiley - Fwd: 2012-0080-SPH

From: Debra Wiley
To: JGontrum@wtplaw.com; mleaf@hpklegal.com
Date: 1/11/2012 2:28 PM
Subject: Fwd: 2012-0080-SPH

Please find attached an Order for the above-referenced matter. The original has been put in today's mail.

Thanks.

Debbie Wiley
Legal Administrative Secretary
Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 103
Towson, Md. 21204
410-887-3868
410-887-3468 (fax)
dwiley@baltimorecountymd.gov

Maryland Department of Assessments and Taxation
Real Property Data Search (vw3.1A)
BALTIMORE COUNTY

[Go Back](#)
[View Map](#)
[New Search](#)
[GroundRent](#)
[Redemption](#)
[GroundRent](#)
[Registration](#)

Account Identifier: District - 12 Account Number - 1204075770

Owner Information

Owner Name: DUNDALK VILLAGE PROPERTIES LLC **Use:** COMMERCIAL
Mailing Address: C/O BLUE OCEAN REALTY **Principal Residence:** NO
5906 PARK HEIGHTS AVE STE 107 **Deed Reference:** 1) /31219/ 00270
BALTIMORE MD 21215- **2)**

Location & Structure Information

Premises Address **Legal Description**
19 SHIPPING PL ADJNS TO LT 2&3
0-0000 DUNDALK

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:	
0103	0016	0505		0000		5	0	1	Plat Ref:	0009/0017

Special Tax Areas **Town** NONE
Ad Valorem
Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1918	30641	36,000 SF	14

Stories **Basement** **Type** **Exterior**
RETAIL STORE

Value Information

	Base Value	Value	Phase-in Assessments	
		As Of	As Of	As Of
		01/01/2010	07/01/2011	07/01/2012
Land	249,000	249,000		
Improvements:	618,000	978,900		
Total:	867,000	1,227,900	1,107,600	1,227,900
Preferential Land:	0			0

Transfer Information

Seller: MJM DUNDALK PROPERTIES LLC	Date: 09/26/2011	Price: \$4,600,000
Type: ARMS LENGTH MULTIPLE	Deed1: /31219/ 00270	Deed2:
Seller: DUNLEER COMPANY	Date: 03/01/2005	Price: \$3,700,000
Type: ARMS LENGTH MULTIPLE	Deed1: /21486/ 00301	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments	Class	07/01/2011	07/01/2012
County	000	0.00	0.00
State	000	0.00	0.00
Municipal	000	0.00	0.00

Tax Exempt: **Special Tax Recapture:**
Exempt Class:

WHITEFORD, TAYLOR & PRESTON L.L.P.

JOHN B. GONTRUM
DIRECT LINE (410) 832-2055
DIRECT FAX (410) 339-4058
JGontrum@wtplaw.com

TOWSON COMMONS, SUITE 300
ONE WEST PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204-5025
MAIN TELEPHONE (410) 832-2000
FACSIMILE (410) 832-2015

BALTIMORE, MD
COLUMBIA, MD
FALLS CHURCH, VA
TOWSON, MD
WASHINGTON, DC
WILMINGTON, DE*
DEARBORN, MI

WWW.WTPLAW.COM
(800) 987-8705

September 28, 2011

Arnold Jablon, Esquire
Director, Permits, Approvals and Inspections
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204



Re: Special Hearing Request - Dundalk Village Shopping Center

Dear Mr. Jablon:

Our office has been asked to represent Dundalk Village Properties, LLC, which is the owner of the improved lots forming the Dundalk Village Shopping Center, the historic center of Dundalk. A request for Special Hearing was filed by the owner of adjacent lots used for parking by the tenants of the Shopping Center and their invitees (**Attachment A**). At the time of the Petition for Special Hearing the Petitioners owned both improved lots consisting of the Shopping Center and the adjacent parking areas serving those improved lots. Subsequently, the Petitioners transferred to my client all of the improved properties but retained the parking areas in exchange for debt relief.

We would respectfully request that the Special Hearing be held in abeyance until such time as the legal rights respecting the properties have been adjudicated. Once the property issues have been clarified, we believe that the zoning issues in the Special Hearing can be more thoroughly addressed. Furthermore, because the Petitioners no longer own the improved parcels and indeed have voluntarily transferred the lots to my client, we believe that any Petition for Special Hearing pertaining to parcels owned by my client and transferred by the Petitioner to my client should be refiled and proper notice be given.

There is pending now in Circuit Court Case No. 03-C-11-009000 seeking declarative and injunctive relief to determine the rights among the parties and the relationship of the property and uses under property law. An Order Granting Temporary Restraining Order was in fact signed on September 26, 2011, to allow time for the legal issues to be

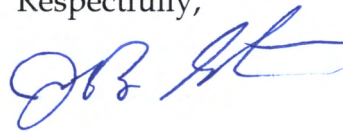
Arnold Jablon, Esquire
September 28, 2011
Page 2

more fully explored prior to depriving the tenants of their much needed parking areas (**Attachment B**).

In addition, Baltimore County, Maryland may also be a necessary party to this matter under the terms of a note and grant and deeds of trust securing the note and grant (**Attachments C & D**) and pursuant to the statutes pertaining to declaratory judgment actions. Although Partial Satisfaction and Releases were granted pertaining to my client's properties (**Attachments E & F**), the liens remain in effect on the parking areas in question and clearly their use together. Consequently, any hearing impacting on the uses in the center or on the parking area would directly involve the property rights of Baltimore County under the Deeds of Trust.

Based on the complexity of the issues relating to property rights of the parties and the outcome of those issues on any zoning hearing, we would respectfully request that the Petition for Special Hearing not be held until such time as the legal property issues between the parties are fully adjudicated.

Respectfully,



John B. Gontrum

JBG:jg

Enclosures

cc. Michael Leaf, Esquire



PETITION FOR ZONING HEARING(S)

To be filed with the Department of Permits, Approvals and Inspections

To the Office of Administrative Law of Baltimore County for the property located at:

address Dundalk Village Shopping Center/Map 103, Parcel 505 (Please See Attachment #1) which is presently zoned BL-CCC

Deed Reference Please See Attachment #1 10 Digit Tax Account # Please See Attachment #1

Property Owner(s) Printed Name(s) JMJ Dundalk Properties, LLC

CASE NUMBER 2012-0486-SPH Filing Date / / Estimated Posting Date / / Reviewer

(SELECT THE HEARING(S) BY MARKING ☒ AT THE APPROPRIATE SELECTION AND PRINT OR TYPE THE PETITION REQUEST)

The undersigned legal owner(s) of the property situate in Baltimore County and which is described in the description and plan attached hereto and made a part hereof, hereby petition for:

1. ☒ a **Special Hearing** under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

PLEASE SEE ATTACHED #2

2. ☐ a **Special Exception** under the Zoning Regulations of Baltimore County to use the herein described property for

3. ☐ a **Variance from Sec**

Attachment A

of the zoning regulations
(Indicate below your ha
need additional space, you may

g law of Baltimore County, for the following reasons:
Indicate below "To Be Presented At Hearing". If you
petition)

TO BE PRESENTED AT HEARING

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

I, or we, agree to pay expenses of above petition(s), 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.

Legal Owner(s) Affirmation: I / we do so 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 / these Petition(s).

Contract Purchaser/Lessee:

Name- Type or Print

Signature

Mailing Address City State

Zip Code Telephone # Email Address

Attorney for Petitioner:

Michael E. Leaf, Hodes, Pessin & Katz, P.A.

Name- Type or Print

Signature

139 North Main Street, Suite 100, Bel Air, MD

Mailing Address City State

21014 (410) 893-2333 mleaf@hpklegal.com

Zip Code Telephone # Email Address

Legal Owners:

Jack S. Jacob, Authorized Representative of MJM Dundalk Properties, LLC

Name #1 - Type or Print

Name #2 - Type or Print

Signature #1

Signature #2

P.O. Box 21576 Baltimore MD

Mailing Address City State

21282 (410) 764-3817 jacobjmj@comcast.net

Zip Code Telephone # Email Address

Representative to be contacted:

Michael E. Leaf, Hodes, Pessin & Katz, P.A.

Name - Type or Print

Signature

139 North Main Street, Suite 100, Bel Air, MD

Mailing Address City State

21014 (410) 893-2333 mleaf@hpklegal.com

Zip Code Telephone # Email Address

JMJ DUNDALK PROPERTIES, LLC	*	IN THE
Plaintiff,	*	CIRCUIT COURT
v.	*	FOR
DUNDALK VILLAGE	*	BALTIMORE COUNTY
PROPERTIES, LLC, <i>et al.</i> ,	*	Case No. 03-C-11-009000
Defendants.	*	

* * * * *

ORDER GRANTING TEMPORARY RESTRAINING ORDER

This matter having come before the Court on Counter-Plaintiff and Third-Party Plaintiff, Dundalk Village Properties, LLC ("**Dundalk Village**")'s Motion for Temporary Restraining Order and Preliminary and Permanent Injunctions and the Verified Memorandum in Support Thereof, it appearing from the Verified Memorandum that Dundalk Village will suffer immediate, substantial, and irreparable harm, before an adversary hearing may be held; it is this 26th day of September 26, 2011 at 3:55 a.m./p.m. by the Circuit Court of Maryland for Baltimore County,

ORDERED that a temporary restraining order be and hereby is issued against Defendant, MJM Dundalk Properties, LLC ("**JMJ**"), and against Third-Party Defendants, MJM Management, LLC ("**JMJ Management**"), Jack S. Jacob ("**Jacob**"), and Michael Kohen ("**Kohen**") (hereinafter, MJM, MJM Management, Jacob, and Kohen are collectively referenced as "**Counter-Defendants**") that:

A. Counter-Defendants shall **cease and desist** from towing away vehicles used by the Dundalk Village Center (the "**Center**")'s tenants or their customers and/or invitees from any portion of the eleven adjoining lots or parcels of land located in Baltimore County, Maryland as

Attachment B

DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS ("Deed of Trust") is made this 2nd day of September, 2005, by and between JMJ DUNDALK PROPERTIES, LLC, a Maryland limited liability company (the "Grantor"), and Jay Liner, and Fred J. Homan, their successors and assigns (jointly, severally and collectively, the "Trustees").

RECITALS

WHEREAS, the Grantor is indebted unto Baltimore County, Maryland (the "Beneficiary"), or its successors or assigns, for money borrowed in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) in lawful money of the United States of America, with interest thereon, as evidenced by a certain Promissory Note of even date herewith from the Grantor to the Beneficiary (the "DED Note"), with interest computed thereon at the rate and payable as is set forth in the said DED Note; and

WHEREAS, the Grantor has received a grant from the Beneficiary, in the amount of Five Hundred Thousand Dollars subject to certain conditions subsequent, as evidenced by a certain Grant Agreement, dated herewith from the Grantor to the Beneficiary (the "Grant Agreement"), and the Beneficiary agrees to satisfy such conditions subsequent, the Grantor is required to repay the Grant, with interest computed thereon at the rate as is set forth in the said Grant Agreement; and

WHEREAS, the Grantor desires to secure the full and punctual payment of any and all amounts due to the Beneficiary under the DED Note and the Grant Agreement, and the performance of the covenants contained in the Note, the Grant Agreement and this Deed of Trust; and also to secure the reimbursement to the Beneficiary or to the Trustees or any substitute Trustee, and any purchaser or purchasers, grantee or grantees under any sale or sales under the provisions of this Deed of Trust for all money which may be advanced as herein provided for, and any and all costs and expenses (including reasonable attorneys' fees) incurred or paid on account of any litigation at law or in equity which may arise in respect to this Deed of Trust, or to the indebtedness or to the property herein described, or in obtaining possession of the premises after any sale which may be made as hereinafter provided.

GRANTING CLAUSES

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH:

THAT the said Grantor, in consideration of the premises and of Five Dollars (\$5.00) to it in hand paid by the Trustees, the receipt and sufficiency of which, before the sealing and delivery of these presents, is hereby acknowledged, does hereby grant and assign unto the Trustees, all of Grantor's fee simple estate in and to that certain real property located at (a) 19 Shipping Place, Dundalk, Baltimore County, Maryland, (b) 41 Shipping Place, Dundalk, Baltimore County,

DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS ("Deed of Trust") is made this 8 day of August, 2007, by and between JMJ DUNDALK PROPERTIES, LLC, a Maryland limited liability company (the "Grantor"), and John E. Beverungen and Fred J. Homan, their successors and assigns (jointly, severally and collectively, the "Trustees").

PRECITALS

WHEREAS, the Grantor ("Beneficiary"), or its successors or Dollars (\$1,000,000) in lawful mon evidenced by a certain Promisso Beneficiary (the "Note"), with inte the said Note; and

ATTACHED

County, Maryland (the amount of One Million rica, with interest thereon, as th from the Grantor to the e and payable as is set forth in

WHEREAS, the Grantor has received a grant Beneficiary, in the amount of Five Hundred Thousand Dollars (\$500,000) (the "Grant"), subject to certain conditions subsequent, as evidenced by a certain Grant Agreement of even date herewith from the Grantor to the Beneficiary (the "Grant Agreement"). If the Grantor fails to satisfy such conditions subsequent, the Grantor is required under the Grant Agreement to repay the Grant, with interest computed thereon at the rate as is set forth in the said Grant Agreement; and

WHEREAS, the Grantor desires to secure to the Beneficiary the full and punctual payment of any and all amounts coming due under the Note and the Grant Agreement, and the performance of the covenants contained in the Note, the Grant Agreement and this Deed of Trust; and also to secure the reimbursement to the Beneficiary or to the Trustees or any substitute Trustee, and any purchaser or purchasers, grantee or grantees under any sale or sales under the provisions of this Deed of Trust for all money which may be advanced as herein provided for, and any and all costs and expenses (including reasonable attorneys' fees) incurred or paid on account of any litigation at law or in equity which may arise in respect to this Deed of Trust, or to the indebtedness or to the property herein described, or in obtaining possession of the premises after any sale which may be made as hereinafter provided.

GRANTING CLAUSES

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH:

THAT the said Grantor, in consideration of the premises and of Five Dollars (\$5.00) to it in hand paid by the Trustees, the receipt and sufficiency of which, before the sealing and delivery of these presents, is hereby acknowledged, does hereby grant and assign unto the Trustees, all of Grantor's fee simple estate in and to that certain real property located at (a) 19 Shipping Place, Dundalk, Baltimore County, Maryland, (b) 41 Shipping Place, Dundalk, Baltimore County,

CERTIFICATE OF PARTIAL SATISFACTION

KNOW ALL MEN BY THESE PRESENTS:

That Baltimore County, Maryland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust, Security Agreement and Assignment of Leases and Rents made by and between JMJ Dundalk Properties, LLC and Jay Liner and Fred J. Homan, Trustees for the benefit of Baltimore County, Maryland and dated September 2, 2005 and recorded among the Land Records of Baltimore County, Maryland, in Liber 22521, folio 262, has been partially paid and discharged, that Baltimore County, Maryland was, at the time of partial satisfaction, the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released as to the property described on Exhibit 'A'. 20.00
10.00

Lender retains, holds and is entitled to the balance of the property described in the aforesaid Deed of Trust not hereby nor here 30.00

WITNESS the hand(s) of Trust Note or agent of Trust Note this 20 day

holder of said Deed of Trust Note of said Deed of Trust Note of 008. RCPT # 45269
Bk # 4262

ATTEST:

BALTIMORE COUNTY, MARYLAND

Apr 24, 2008

02:53 PM

Donna MorrisonBY: [Signature] (SEAL)Name: Fred HomanTitle: Administrative Officer

STATE OF

Maryland

CITY / COUNTY OF

Baltimore

to wit:

I HEREBY CERTIFY, That on this 20th day of March, 2008, before me, the subscriber, personally appeared

Fred Homan, who acknowledged himself to be the agent of Baltimore County, the holder of the Deed of Trust Note referred to above, and that he executed the foregoing certificate of satisfaction for the purposes therein contained (by signing the name of Baltimore County, Maryland as its agent) and that the facts set forth therein are true.

WITNESS my hand and notarial seal.

[Signature]
NOTARY PUBLIC

My commission expires:

12/1/09

RETURN TO:

CERTIFICATE OF PARTIAL SATISFACTION

KNOW ALL MEN BY THESE PRESENTS:

That Baltimore County, Maryland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust, Security Agreement and Assignment of Leases and Rents made by and between JMJ Dundalk Properties, LLC and John E. Beverungen and Fred J. Homan, Trustees for the benefit of Baltimore County, Maryland and dated August 8, 2007 and recorded among the Land Records of Baltimore County, Maryland, in Liber 26027, folio 354, has been partially paid and discharged, that Baltimore County, Maryland was, at the time of partial satisfaction, the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released as to the property described on Exhibit 'A'. IMP FD SURE \$ 20.00

Lender retains, however, the balance of the property of said Deed of Trust as to the aforesaid Deed of Trust not hereby nor he RECORDING FEE 10.00
TOTAL 30.00

WITNESS the hand of Trust Note or agent Trust Note this 20 d

holder of said Deed of said Deed of 2008. Rct # 45263

ATTEST:

Baltimore County, Maryland

SM PF Bk # 4263
Apr 24, 2008 02:54 PM

Donna Morrison

BY: [Signature] (SEAL)

Name: Fred Homan
Title: Administrative Officer

STATE OF

Maryland

CITY / COUNTY OF

Baltimore

to wit:

I HEREBY CERTIFY, That on this 20th day of March, 2008, before me, the subscriber, personally appeared

Fred Homan who acknowledged himself to be the agent of Baltimore County the holder of the Deed of Trust Note referred to above, and that he executed the foregoing certificate of satisfaction for the purposes therein contained (by signing the name of Baltimore County, Maryland as its agent) and that the facts set forth therein are true.

WITNESS my hand and notarial seal.

My commission expires:

12/20/08 12/1/09

RETURN TO:

Donna Morrison
NOTARY PUBLIC

WHITEFORD, TAYLOR & PRESTON L.L.P.

11/3/11
8

JOHN B. GONTRUM
DIRECT LINE (410) 832-2055
DIRECT FAX (410) 339-4058
JGontrum@wtplaw.com

TOWSON COMMONS, SUITE 300
ONE WEST PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204-5025
MAIN TELEPHONE (410) 832-2000
FACSIMILE (410) 832-2015

BALTIMORE, MD
COLUMBIA, MD
FALLS CHURCH, VA
TOWSON, MD
WASHINGTON, DC
WILMINGTON, DE*
DEARBORN, MI

WWW.WTPLAW.COM
(800) 987-8705

November 2, 2011

Arnold Jablon, Esquire
Director, Permits, Approvals and Inspections
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

**Re: JMJ Dundalk Properties, LLC
Petition for Special Hearing
Case No. 2012-0080-SPH**



Dear Mr. Jablon:

This past Friday, October 28th, I received a copy of the letter sent to you on October 7th from Michael Leaf, attorney for JMJ Dundalk Properties, seeking a hearing on the Petition filed by it. The Petition was filed at a time when JMJ Dundalk Properties, LLC owned all of the properties that were the subject of the hearing. Subsequently, JMJ conveyed by deed four (4) of the eleven (11) properties to my client. They did so without court order and of their own volition. The Special Hearing relief sought pertains to the requirements only of the four (4) properties conveyed, not the requirements of the seven (7) properties retained, which is how it should have been framed. Interestingly, a civil violation is alleged and citation is sought against property that they conveyed rather than seek a determination of the zoning impact of the conveyance on their own properties. In essence, JMJ alleges that it was creating a zoning violation by conveying the properties to my client, but it only seeks enforcement on my client.

The Special Hearing provisions of the zoning regulations were primarily intended for property owners to seek determinations with respect to their own properties, such as non-conforming uses, etc., and not to seek determinations on the properties of others, which often subjects the owners of those properties to needless expense. The Baltimore County Code contains provisions for relief if a person believes that a code violation exists and that procedure and the relief is quite apart from any civil code violation proceeding. Indeed, it appears that is one of the remedies being sought in the circuit court proceeding, which again is a good argument for holding this matter in abeyance.

Mr. Leaf's letter to you states: "The Petition for Special Hearing was filed in order to receive a determination from the Administrative Law Judge as to the applicability of the

WHITEFORD, TAYLOR & PRESTON L.L.P.

11/4/11
TO KL
~~sent me~~
8

JOHN B. GONTRUM
DIRECT LINE (410) 832-2055
DIRECT FAX (410) 339-4058
JGontrum@wtplaw.com

TOWSON COMMONS, SUITE 300
ONE WEST PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204-5025
MAIN TELEPHONE (410) 832-2000
FACSIMILE (410) 832-2015

BALTIMORE, MD
COLUMBIA, MD
FALLS CHURCH, VA
TOWSON, MD
WASHINGTON, DC
WILMINGTON, DE*
DEARBORN, MI

WWW.WTPLAW.COM
(800) 987-8705

November 3, 2011



Arnold Jablon, Esquire
Director, Permits, Approvals and Inspections
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

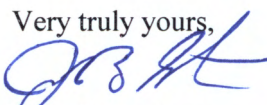
**Re: JMJ Dundalk Properties, LLC
Petition for Special Hearing
Case No. 2012-0080-SPH**

Dear Mr. Jablon:

I have just been informed that the above-referenced matter has been set for hearing on November 16, 2011 at 1:30 p.m. before an Administrative Law Judge Baltimore County. My client discovered this when he went to the property and saw a sign posted on the site. This is the first time we were made aware that the matter had been set for hearing. Unfortunately, we were never given any notice of the date or time, nor were we ever contacted by Mr. Leaf's office, as we thought we would be, as to possible dates. I am scheduled to be in Wilmington, Delaware in meetings on November 16th. Accordingly, while we are willing to work with Mr. Leaf's office on appropriate dates, this date and time is extremely awkward.

As you know, from the letter we submitted yesterday, we believe that a hearing on this matter at this time is premature, but in any event we would like to be notified and to coordinate on dates that would work, if indeed it must be set for hearing at this time. Because this Special Hearing request was not filed by my client, but is about my client's property, the same courtesy should be extended to my client as if it had been the one to file the Petition, and it should not be notified of a hearing by a posted sign.

Your consideration of this postponement request would be greatly appreciated.

Very truly yours,

John B. Gontrum

JBG:lsj

cc: Michael Leaf, Esquire

424089

HPK

HODES, PESSIN & KATZ, P.A.
Attorneys at Law

139 NORTH MAIN STREET
SUITE 100
BEL AIR, MD 21014

TOWSON | COLUMBIA | BEL AIR | CAMBRIDGE



TELEPHONE 410-893-2333
FAX 410-893-0795
WWW.HPKLEGAL.COM

Michael E. Leaf
(410) 893-2333 (Baltimore Line)
(410) 832-5629 (Direct Fax Line)
mleaf@hpklegal.com

October 7, 2011

Arnold Jablon, Esquire, Director
County Office Building
111 W. Chesapeake Avenue, Suite 105
Towson, MD 21014

Re: JMJ Dundalk Properties, LLC – Petition for Special Hearing
Case No. 2012-0080-SPH
Our File No. 29644.01

Dear Mr. Jablon:

I am the attorney for JMJ Dundalk Properties, LLC, the Petitioner in the above-referenced case. John Gontrum, Esquire has advised me that he has communicated with you regarding the deferment of the hearing in the above-referenced zoning case until a decision is rendered by the Circuit Court for Baltimore County. JMJ Dundalk Properties, Inc., Petitioner submits that the zoning case should not be delayed.

The Petition for Special Hearing was filed in order to receive a determination from the Administrative Law Judge as to the applicability of the parking requirements to the properties identified in this Petition. Several properties are owned by my client, JMJ Dundalk Properties, LLC and the other properties have been purchased by Mr. Gontrum's client, Dundalk Village Properties, LLC. The determination of the minimum number of parking spaces that are required is not an issue that will be decided by the Judge. We need to receive this determination from the Administrative Law Judge.

In Court, Dundalk Village Properties, LLC is asserting the rights of certain tenants pursuant to their written leases. Assuming, arguendo, that Dundalk Village Properties can prevail in Court with respect to existing leases, clearly Dundalk Village Properties does not have the right to grant parking rights to new tenants. The parties need to know what is required pursuant to the parking regulations. This issue may assist the Court in rendering its decision. Therefore, the Special Hearing should proceed now and not wait for a Court decision.

Arnold Jablon, Esquire, Director
October 6, 2011
Page 2

HODES, PESSIN & KATZ, P.A.

For all of these reasons, we request that the Special Hearing be scheduled as soon as possible.

Awaiting your advices, I am

Sincerely yours,



Michael E. Leaf

MEL/mmt

cc: JMJ Propeties, LLC
Kathleen McDonald, Esquire

H|P|K

HODES, PESSIN & KATZ, P.A.
Attorneys at Law

139 NORTH MAIN STREET
SUITE 100
BEL AIR, MD 21014

TOWSON | COLUMBIA | BEL AIR | CAMBRIDGE



Michael E. Leaf
(410) 893-2333 (Baltimore Line)
(410) 832-5629 (Direct Fax Line)
mleaf@hpklaw.com

October 11, 2011

John B. Gontrum, Esquire
Whiteford, Taylor & Preston, LLP
Towson Commons, Suite 301
Pennsylvania Avenue
Towson, MD 21014-5025

VIA E-MAIL: jgontrum@wtplaw.com

Re: Special Hearing Request – Dundalk Village Shopping Center
Our File No. 29644.01

Dear John:

I just received your letter dated September 28, 2011 today. It was sent to the Towson Office of Hodes, Pessin & Katz, P.A. I am located in the Bel Air office. My address is above. Please send all correspondence to my office in Bel Air.

Sincerely yours,

Michael E. Leaf

MEL/mmt

cc: JMJ Properties
Arnold Jablon, Esquire



HODES, PESSIN & KATZ, P.A.
Attorneys at Law

TOWSON | COLUMBIA | BEL AIR | CAMBRIDGE



139 NORTH MAIN STREET
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Michael E. Leaf
(410) 893-2333 (Baltimore Line)
(410) 832-5629 (Direct Fax Line)
mleaf@hpklegal.com

December 5, 2011

Arnold Jablon, Esquire, Director
Office of the Director - Permits, Approval and Inspections
County Office Building
111 W. Chesapeake Avenue, Suite 105
Towson, MD 21014

VIA E-MAIL: ajablon@baltimorecountymd.gov

Re: JMJ Dundalk Properties, LLC –Special Hearing Request
Case No. 2012-0080-SPH
Our File No. 29644.01

Dear Mr. Jablon:

Thank you for meeting with me last week and advising me that the hearing in the above-referenced case will be scheduled during the first two weeks of January, 2012. I have communicated with John Gontrum, Esquire, our witnesses and clients. We agree that January 10 and January 11 are acceptable dates for the hearing in the above-referenced case. Please let us know if these dates are acceptable to the Administrative Law Judge.

Awaiting your advices, I am

Sincerely yours,

Michael E. Leaf

MEL/mmt

cc: John Gontrum, Esquire
JMJ Dundalk Properties, LLC
Kathleen McDonald, Esquire

CASE NAME _____
CASE NUMBER _____
DATE _____

[illegible]

CASE NAME _____
CASE NUMBER _____
DATE _____

[illegible]

JMJ DUNDALK PROPERTIES, LLC

Plaintiff,

v.

DUNDALK VILLAGE
PROPERTIES, LLC, *et al.*,

Defendants.

* * * * *

*

*

*

*

*

IN THE

CIRCUIT COURT

FOR

BALTIMORE COUNTY

Case No. 03-C-11-009000

**CONSENT ORDER TO EXTEND TEMPORARY RESTRAINING ORDER AND
FOR CONTINUANCE OF THE PRELIMINARY INJUNCTION HEARING
SCHEDULED FOR OCTOBER 6, 2011**

The parties, Counter-Plaintiff and Third-Party Plaintiff, Dundalk Village Properties, LLC ("Dundalk Village"), Plaintiff and Counter-Defendant, MJJ Dundalk Properties, LLC ("MJJ"), and Third-Party Defendants, MJJ Management, LLC ("MJJ Management"), Jack S. Jacob ("Jacob"), and Michael Kohen ("Kohen") (hereinafter, MJJ, MJJ Management, Jacob, and Kohen are collectively referenced as "Counter-Defendants") (hereinafter, Dundalk Village, MJJ, MJJ Management, Jacob, and Kohen are collectively referenced as the "Parties"), hereby consent to extend the term of the "Order Granting Temporary Restraining Order" (the "TRO Order") entered on September 26, 2011, by the Circuit Court of Maryland for Baltimore County, as follows:

The Parties consent and agree that:

A. Counter-Defendants shall not tow away vehicles used by the Dundalk Village Center (the "Center")'s tenants or their customers and/or invitees from any portion of the eleven adjoining lots or parcels of land located in Baltimore County, Maryland as described in a Deed dated February 22, 2005 from the Dunleer Company and recorded among the Land Records of Baltimore County in Liber 21486, Folio 301 (the "Parcels");

310934v.2 / 4368.8

-1-

RESPONDENT'S

EXHIBIT NO. 2

File #: 860864

Tax ID #: 12-1204075770, 12-12-04-075771

12-12-04-075772, 12-12-04-075783

013

DEED, FEE SIMPLE

THIS DEED made this 20th day of September 2011 by and between JMJ Dundalk Properties, LLC, party of the first part, Grantor and Dundalk Village Properties, LLC, party of the second part, Grantee.

WITNESSETH, that in consideration of the sum of \$4,600,000 (Four Million Six Hundred Thousand Dollars) the actual consideration paid or to be paid, and other good and valuable considerations, receipt of which are hereby acknowledged, the said party of the first part does grant and convey to the said Dundalk Village Properties, LLC, its successors and assigns, in fee simple, all those lots of ground situate in Baltimore County, Maryland being known as 19 Shipping Place, 41 Shipping Place, 63 Shipping Place and 12-14 Commerce Street and described as follows, that is to say:

SEE EXHIBIT "A" ATTACHED HERE TO AND MADE APART HEREOF

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

TO HAVE AND TO HOLD the said described lots of ground and premises to the said, Dundalk Village Properties, LLC, its successors and assigns, in fee simple.

AND the said party of the first part hereby covenants that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

RESPONDENT' S

EXHIBIT NO. 2

COMMONWEALTH LAND TITLE INSURANCE
300 E. LOMBARD STREET, 10TH FLOOR
BALTIMORE, MARYLAND 21202
OUR FILE NO. 08-024114/SLD

Attn: Michelle DiDonato, Esq.

INDEMNITY
MULTIFAMILY DEED OF TRUST,
ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT
(MARYLAND)

DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS ("Deed of Trust") is made this 8 day of August, 2007, by and between JMJ DUNDALK PROPERTIES, LLC, a Maryland limited liability company (the "Grantor"), and John E. Beverungen and Fred J. Homan, their successors and assigns (jointly, severally and collectively, the "Trustees").

RECITALS

WHEREAS, the Grantor is indebted unto Baltimore County, Maryland (the "Beneficiary"), or its successors or assigns, for money borrowed in the amount of One Million Dollars (\$1,000,000) in lawful money of the United States of America, with interest thereon, as evidenced by a certain Promissory Note of even date herewith from the Grantor to the Beneficiary (the "Note"), with interest computed thereon at the rate and payable as is set forth in the said Note; and

WHEREAS, the Grantor has received a grant from the Beneficiary, in the amount of Five Hundred Thousand Dollars (\$500,000) (the "Grant"), subject to certain conditions subsequent, as evidenced by a certain Grant Agreement of even date herewith from the Grantor to the Beneficiary (the "Grant Agreement"). If the Grantor fails to satisfy such conditions subsequent, the Grantor is required under the Grant Agreement to repay the Grant, with interest computed thereon at the rate as is set forth in the said Grant Agreement; and

WHEREAS, the Grantor desires to secure to the Beneficiary the full and punctual payment of any and all amounts coming due under the Note and the Grant Agreement, and the performance of the covenants contained in the Note, the Grant Agreement and this Deed of Trust; and also to secure the reimbursement to the Beneficiary or to the Trustees or any substitute Trustee, and any purchaser or purchasers, grantee or grantees under any sale or sales under the provisions of this Deed of Trust for all money which may be advanced as herein provided for, and any and all costs and expenses (including reasonable attorneys' fees) incurred or paid on account of any litigation at law or in equity which may arise in respect to this Deed of Trust, or to the indebtedness or to the property herein described, or in obtaining possession of the premises after any sale which may be made as hereinafter provided.

GRANTING CLAUSES

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH:

THAT the said Grantor, in consideration of the premises and of Five Dollars (\$5.00) to it in hand paid by the Trustees, the receipt and sufficiency of which, before the sealing and delivery of these presents, is hereby acknowledged, does hereby grant and assign unto the Trustees, all of Grantor's fee simple estate in and to that certain real property located at (a) 19 Shipping Place, Dundalk, Baltimore County, Maryland, (b) 41 Shipping Place, Dundalk, Baltimore County,

DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS ("Deed of Trust") is made this 2nd day of September, 2005, by and between JMJ DUNDALK PROPERTIES, LLC, a Maryland limited liability company (the "Grantor"), and Jay Liner, and Fred J. Homan, their successors and assigns (jointly, severally and collectively, the "Trustees").

RECITALS

WHEREAS, the Grantor is indebted unto Baltimore County, Maryland (the "Beneficiary"), or its successors or assigns, for money borrowed in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) in lawful money of the United States of America, with interest thereon, as evidenced by a certain Promissory Note of even date herewith from the Grantor to the Beneficiary (the "DED Note"), with interest computed thereon at the rate and payable as is set forth in the said DED Note; and

WHEREAS, the Grantor has received a grant from the Beneficiary, in the amount of Five Hundred Thousand Dollars (\$500,000) (the "Grant"), subject to certain conditions subsequent, as evidenced by a certain Grant Agreement of even date herewith from the Grantor to the Beneficiary (the "Grant Agreement"). If the Grantor fails to satisfy such conditions subsequent, the Grantor is required under the Grant Agreement to repay the Grant, with interest computed thereon at the rate as is set forth in the said Grant Agreement; and

WHEREAS, the Grantor desires to secure to the Beneficiary the full and punctual payment of any and all amounts coming due under the Note and the Grant Agreement, and the performance of the covenants contained in the Note, the Grant Agreement and this Deed of Trust; and also to secure the reimbursement to the Beneficiary or to the Trustees or any substitute Trustee, and any purchaser or purchasers, grantee or grantees under any sale or sales under the provisions of this Deed of Trust for all money which may be advanced as herein provided for, and any and all costs and expenses (including reasonable attorneys' fees) incurred or paid on account of any litigation at law or in equity which may arise in respect to this Deed of Trust, or to the indebtedness or to the property herein described, or in obtaining possession of the premises after any sale which may be made as hereinafter provided.

GRANTING CLAUSES

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH:

THAT the said Grantor, in consideration of the premises and of Five Dollars (\$5.00) to it in hand paid by the Trustees, the receipt and sufficiency of which, before the sealing and delivery of these presents, is hereby acknowledged, does hereby grant and assign unto the Trustees, all of Grantor's fee simple estate in and to that certain real property located at (a) 19 Shipping Place, Dundalk, Baltimore County, Maryland, (b) 41 Shipping Place, Dundalk, Baltimore County,

THIS DEED, Made this 22 day of FEBRUARY, 2005 by and between **THE DUNLEER COMPANY**, a Maryland corporation, successor to The Dundalk Mortgage Company, The Dunleer Apartment Company and The Dunkirk Apartment Company pursuant to Certificate of Consolidation recorded among the Land Records of Baltimore County in Liber 992, folio 425, Grantor, party of the first part and **JMJ DUNDALK PROPERTIES, LLC**, a Maryland limited liability company, Grantee, party of the second part.

WITNESSETH, That in consideration of the sum of **THREE MILLION SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,700,000.00)**, the actual consideration paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said party of the first part does grant and convey to the party of the second part, its successors and/or assigns, in fee simple, all that parcel of land situate in Baltimore County, State of Maryland, and described as follows, that is to say:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A".

BY the execution of this Deed, the party of the first part hereby certifies under the penalties of perjury that the actual consideration paid or to be paid, including the amount of any mortgage or deed of trust outstanding, is as hereinbefore set forth.

BY the execution of this Deed, Grantor certifies under penalties of perjury that Grantor is a "Resident Entity" as defined by Section 10-912(a) of the Tax-General Article of the Annotated Code of Maryland.

GRANTOR certifies that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the said corporate grantor.

TOGETHER WITH the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

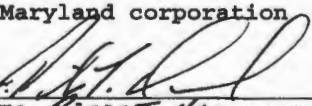
AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

TO HAVE AND TO HOLD the described parcel of land and premises to the said party of the second part, its successors and/or assigns, in fee simple.

IN WITNESS WHEREOF, Grantor has executed this Deed under seal on the day and year herein first written.

WITNESS:

THE DUNLEER COMPANY,
a Maryland corporation

BY:  (SEAL)
Name: PETER T. HARWOOD
Title: PRESIDENT

SEE SEPARATE PAGE FOR ACKNOWLEDGEMENT AND CERTIFICATION

