

IN RE: PETITIONS FOR SPECIAL HEARING	*	BEFORE THE
AND VARIANCE		
N/side of Atrium Court, 400' NE of the	*	OFFICE OF
c/line of Lakeside Boulevard		
(9401 Groveton Circle & 4730 Atrium Ct.)	*	ADMINISTRATIVE HEARINGS
2 nd Election District		
4 th Council District	*	FOR
WSL Owings Mills Investors, LLC and	*	BALTIMORE COUNTY
The Groveton, LLC, <i>Legal Owners</i>		
Petitioners	*	CASE NO. 2012-0266-SPHA

* * * * *

ORDER AND OPINION

This matter comes before the Office of Administrative Hearings (OAH) as Petitions for Special Hearing and Variance filed by the legal owners of the subject property, WSL Owings Mills Investors, LLC (4730 Atrium Court) and The Groveton, LLC (9401 Groveton Circle). The Petitioners are requesting Special Hearing relief pursuant to Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.), as follows:

1. An amendment to Case No. 02-100-SPH to permit the existing freestanding community identification sign to identify the Groveton Green community in addition to the existing Atrium Village community; and
2. For such other and further relief as may be required by the Administrative Law Judge for Baltimore County.

The Petitioners are also seeking variance relief from the B.C.Z.R. as follows:

1. Section 450.4 Attachment 1.2(vii), to permit a freestanding community sign that is 10' tall in lieu of the permitted height of 6' (Sign A);
2. Section 450.3 Attachment 1.2(v), to permit a maximum area/face of 64 square feet in lieu of the maximum area/face permitted of 25 square feet (Sign A);
3. Section 450.4 Attachment 1.2(vii), to permit a freestanding community sign that is 11' in lieu of the permitted height of 6' (Sign B);

ORDER RECEIVED FOR FILING

Date 6-8-18

By [Signature]

4. Section 450.4 Attachment 1.2(v), to permit a maximum area/face of 30 square feet in lieu of the maximum area/face permitted of 25 square feet (Sign B), and
5. For such other and further relief as may be required by the Administrative Law Judge of Baltimore County.

The subject property and requested relief is more fully depicted on the site plan that was marked and accepted into evidence as Petitioners' Exhibit 1.

Appearing at the public hearing held for this case were Fred Kareem, representing The Groveton, LLC and David A. Hamil with D.S. Thaler & Associates, LLC, the professional engineer who prepared the site plan. The Petitioners were represented by Jason T. Vettori, Esquire with Smith, Gildea and Schmidt, LLC. Appearing as an interested citizen was William Steward. The file reveals that the Petition was properly advertised and the site was properly posted as required by the Baltimore County Zoning Regulations.

The Zoning Advisory Committee (ZAC) comments were received and made a part of the file. A ZAC comment was received from Development Plans Review dated May 14, 2012 which states:

For sign 'A' to be placed in the Atrium Court right-of-way, the petitioner must first execute a franchise agreement. Should you grant a variance for sign 'A', please condition it upon execution of the franchise agreement."

Testimony and evidence revealed that the subject property is 15.64 acres and is zoned RAE 2. Petitioners are constructing luxury apartments on the premises, and hope to begin renting the units this fall. The capital investment for the project is approximately \$36 million, and Mr. Kareem testified the apartments will be "high end" and will assist Baltimore County efforts to revitalize the adjacent Owings Mills Mall and environs. Petitioners also stressed that the project is LEED Gold certified, which will provide numerous environmental benefits.

ORDER RECEIVED FOR FILING

Date 6-8-12 2

By [signature]

William Steward, who is employed by the Briarwood Apartments (which are adjacent to the subject property and are shown on Exhibit 1) expressed concern with potential traffic hazards if the variance was granted for sign A at the intersection of Atrium Court and Lakeside Blvd. Petitioners' engineer, David Hamil, presented a "sight distance" exhibit (Exhibit 6) which shows the intersection in question, and the proposed sign would be positioned in the same location as the existing sign; the height of the proposed sign A would be 10', and the Atrium sign would be on top, with the Groveton Green sign below. (Exhibit 1, sheet 2). Based on Mr. Hamil's testimony and Exhibit 6, it appears cars preparing to turn onto Lakeside Blvd. are positioned well beyond the sign in question, and I do not believe that a traffic hazard would be created if relief was granted.

Based on the evidence presented, I find that the variances can be granted in such a manner as to meet the requirements of Section 307 of the B.C.Z.R., as established in *Cromwell v. Ward*, 102 Md. App. 691 (1995). I find special circumstances or conditions exist that are peculiar to the land or structure which is the subject of the variance request. Indeed, the site is irregularly shaped and has very steep topography, which makes it hard to see the project from Lakeside Blvd.

I also find that strict compliance with the B.C.Z.R. would result in practical difficulty or unreasonable hardship, given that Petitioners would be unable to attract prospective tenants to this project, which is set back some distance from Lakeside Blvd., and is partially obscured by the Briarwood Apartments complex.

Finally, as discussed earlier, I find that the variance can be granted in harmony with the spirit and intent of the B.C.Z.R., and in such manner as to grant relief without injury to the public health, safety, and general welfare.

ORDER RECEIVED FOR FILING

Date 6-8-18 3

By pm

Pursuant to the advertisement, posting of the property and public hearing on these Petitions, and for the reasons set forth above, the special hearing and variance relief requested shall be granted.

THEREFORE, IT IS ORDERED, this 8 day of June, 2012 by the Administrative Law Judge for Baltimore County, that the Petition for Special Hearing seeking relief pursuant to Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.), to approve an amendment to Case No. 02-100-SPH to permit the Groveton Green community to be identified on the free-standing community identification sign as shown on Petitioners' Exhibit 1, be and is hereby GRANTED.

IT IS FURTHER ORDERED that the requested variance relief from the B.C.Z.R. as follows:

1. Section 450.4 Attachment 1.2(vii), to permit a freestanding community sign that is 10' tall in lieu of the permitted height of 6' (Sign A);
2. Section 450.3 Attachment 1.2(v), to permit a maximum area/face of 64 square feet in lieu of the maximum area/face permitted of 25 square feet (Sign A);
3. Section 450.4 Attachment 1.2(vii), to permit a freestanding community sign that is 11' in lieu of the permitted height of 6' (Sign B);
4. Section 450.4 Attachment 1.2(v), to permit a maximum area/face of 30 square feet in lieu of the maximum area/face permitted of 25 square feet (Sign B),

be and are hereby GRANTED.

The relief granted herein shall be conditioned upon and subject to the following:

1. The Petitioners may apply for any required permits and may be granted same upon receipt of this Order; however the Petitioners are hereby made aware that proceeding at this time is at their own risk until such time as the thirty (30) day appellate process from this Order has expired. If for whatever reason, this Order is reversed, the Petitioners will be required to return and be responsible for returning said property to its original condition.

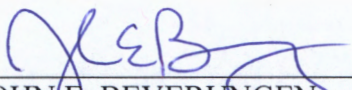
ORDER RECEIVED FOR FILING

Date 6-8-12 4

By BM

2. Petitioners' execution of a license and/or franchise agreement in a form acceptable to Baltimore County's Bureau of Real Estate Compliance.

Any appeal of this decision must be made within thirty (30) days of the date of this Order.

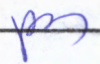


JOHN E. BEVERUNGEN
Administrative Law Judge for
Baltimore County

JEB:pz

ORDER RECEIVED FOR FILING

Date 6-8-12 _____ 5

By  _____



KEVIN KAMENETZ
County Executive

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

June 7, 2012

JASON T. VETTORI, ESQUIRE
SMITH, GILDEA & SCHMIDT, LLC
600 WASHINGTON AVENUE, SUITE 200
TOWSON, MD 21204

RE: Petitions for Special Hearing and Variance
Case No.: 2012-0266-SPHA
Property: 9401 Groveton Circle and 4730 Atrium Court

Dear Mr. Vettori:

Enclosed please find a copy of the decision rendered in the above-captioned matter.

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Office of Administrative Hearings at 410-887-3868.

Sincerely,


JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:pz

Enclosure

c: William Steward, 9204 Appleford Circle, Owings Mills MD 21117

MEMORANDUM

DATE: July 10, 2012
TO: Zoning Review Office
FROM: Office of Administrative Hearings
RE: Case No. 2012-0266-SPHA - Appeal Period Expired

The appeal period for the above-referenced case expired on July 9, 2012. There being no appeal filed, the subject file is ready for return to the Zoning Review Office and is placed in the 'pick up box.'

c: Case File
Office of Administrative Hearings



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 9401 Groveton Circle and 4730 Atrium Court which is presently zoned RAE 2 and OT
Deed Reference 24230/0403 and 13926/00276 10 Digit Tax Account # 2 5 0 0 0 0 1 9 9 8
Property Owner(s) Printed Name(s) The Groveton, LLC and Genesis Atrium, LLC 2 3 0 0 0 0 4 2 2 9

CASE NUMBER 2012-0266 SPA Filing Date 4/24/12 Estimated Posting Date / / Reviewer JS/A

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

3. ☒ **a Variance** from Section(s)

Please see attached.

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).

Legal Owner (9401 Groveton Circle)/Lessee(4730 Atrium Court):

Fred Karem, Authorized Representative of The Groveton, LLC

Name- Type or Print

Fred G. Karem

Signature

2600 Virginia Avenue, NW, #715, Washington DC

Mailing Address City State
20037 (202) 965-1224 fkarem@foreproperty.com
Zip Code Telephone # Email Address

Attorney for Petitioner:

Jason T. Vettori, Smith, Gildea & Schmidt, LLC

Name- Type or Print

Jason T. Vettori

Signature

600 Washington Avenue, Suite 200, Towson, MD

Mailing Address City State
21204 (410) 821-0070 jvettori@sgs-law.com
Zip Code Telephone # Email Address

Legal Owner (4730 Atrium Court): WSE OWENSCKILLS INVESTORS V, LLC

Jerrold H. Frumm, Authorized Representative of Genesis Atrium, LLC

Name #1 - Type or Print

Name #2 - Type or Print

Jerrold H. Frumm

Signature #1

Signature #2

111 East Wacker Dr., Suite 2200, Chicago, IL

Mailing Address City State
60601 312-673-4373 jfrumm@seniorlifestyle.com
Zip Code Telephone # Email Address

Representative to be contacted:

Jason T. Vettori, Smith, Gildea & Schmidt, LLC

Name - Type or Print

Jason T. Vettori

Signature

600 Washington Avenue, Suite 200, Towson, MD

Mailing Address City State
21204 (410) 821-0070 jvettori@sgs-law.com
Zip Code Telephone # Email Address

ATTACHMENT TO PETITION FOR ZONING RELIEF

*4730 Atrium Court
Groveton Circle
2nd Election District
2nd Councilmanic District*

Variance Relief Requested:

1. 450.4 Attachment 1.2(vii) of the BCZR to permit a freestanding community sign that is ten (10) feet tall in lieu of the permitted height of six (6) feet (Sign A); and
2. 450.4 Attachment 1.2(v) of the BCZR to permit a maximum area/face of 64 s.f. in lieu of the maximum area/face permitted of 25 s.f. (Sign A); and
3. 450.4 Attachment 1.2(vii) of the BCZR to permit a freestanding community sign that is eleven (11) feet tall in lieu of the permitted height of six (6) feet (Sign B); and
4. 450.4 Attachment 1.2(v) of the BCZR to permit a maximum area/face of 30 s.f. in lieu of the maximum area/face permitted of 25 s.f. (Sign B); and
5. For such other and further relief as may be required by the Administrative Law Judge for Baltimore County.

Special Hearing Relief Requested:

1. An amendment to Case No. 02-100-SPH to permit the existing freestanding community identification sign to identify the Groveton Green community in addition to the existing Atrium Village community; and
2. For such other and further relief as may be required by the Administrative Law Judge for Baltimore County.

March 22, 2012

EASEMENT DESCRIPTION

A Signage Easement located in the median of Atrium Court (80' wide right-of-way) in the Second Election District of Baltimore County, Maryland.

Beginning for the same at a point distant South 21°36'34" West 352.38 feet from a point identified as Point Number 11 as shown on a Subdivision Plat entitled "Atrium Court, Amended Plat 1" as recorded in the Land Records of Baltimore County, Maryland in Plat Book S.M. No. 78 folio 405, said point also being in the center of Atrium Court (80' right-of-way) northerly approximately 40 feet from the northerly side of Lakeside Boulevard, (80' right-of-way); thence running for new lines of division, with all bearings referenced to the Maryland Coordinate System, NAD 83/91, the following four (4) courses and distances:

1. South 05°58'58" West 18.30 feet to a point; thence,
2. South 84°33'28" East 11.70 feet to a point; thence,
3. North 06°25'50" East 18.30 feet to a point; thence,
4. North 84°33'28" West 11.84 feet to the point of beginning.

Containing 215 square feet or 0.005 acres of land, more or less.



2012-0266-SPHA

PROPERTY DESCRIPTION

Lot 1 as shown on a Subdivision Plat entitled "Atrium Court Amended Plat 1" as recorded in the Land Records of Baltimore County, Maryland in Plat Book SM No. 78 at Page 405 and P/O Lot 1 as shown on a Subdivision Plat entitled "Atrium Court, Plat 3 of 4" as recorded in the Land Records of Baltimore County, Maryland in Plat Book S.M. No. 78 at Page 130.

ALSO KNOWN BY THE FOLLOWING METES & BOUNDS DESCRIPTION:

Being that The Groveton, LLC property located on Atrium Court in Owings Mills in the Second Election District of Baltimore County, Maryland.

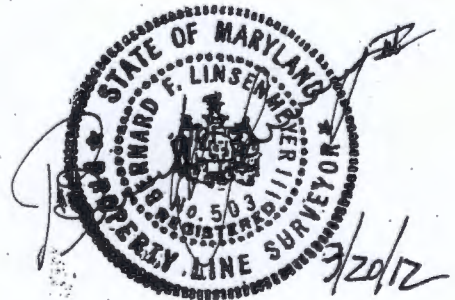
Beginning for the same at a capped iron bar set on the westerly side of Atrium Court at a point identified as Point Number RW 32 as shown on a Subdivision Plat entitled "First Amended Plat of a Re-subdivision of Part B, Lot D, Village of Painters Mill" as recorded in the Land Records of Baltimore County, Maryland in Plat Book S.M. No. 71 folio 13, thence binding on the northerly outline of said Plat, as now surveyed, with all bearing referenced to the Maryland Coordinate System/NAD 83.

1. South 80°11'01" West 987.31 feet to a capped iron bar set, thence binding on the easterly outline of that parcel of land as described in a Deed dated June 15, 1993, as recorded in the Land Records of Baltimore County, Maryland in Liber S.M. No. 9974 folio 458, which was conveyed by Painters Mill Venture et al., to Baltimore County, Maryland the following three (3) courses and distances:
2. North 34°10'30" East 430.00 feet to a capped iron bar set; thence,
3. North 04°10'30" East 60.00 feet to a capped iron bar set; thence,
4. North 34°10'30" East 117.97 feet to a capped iron bar set; thence for new lines of division the following twelve (12) courses and distances:
5. North 34°10'30" East 86.85 feet to a point; thence,
6. North 74°52'38" East 81.05 feet to a point; thence,
7. North 63°57'06" East 142.84 feet to a point; thence,
8. North 49°31'42" East 96.17 feet to a point; thence,
9. North 38°08'52" East 121.33 feet to a point; thence,
10. North 60°43'09" East 143.42 feet to a point; thence,
11. North 74°08'39" East 147.00 feet to a point; thence,
12. North 79°34'49" East 114.04 feet to a point; thence,

2012-0266-SPHA

13. North 86°16'26" East 157.81 feet to a point; thence,
14. South 35°02'30" East 58.27 feet to a point; thence,
15. South 88°56'03" East 515.60 feet to a point; thence,
16. South 21°16'24" East 18.58 feet to a point; thence binding on the westerly outline of a subdivision plat entitled "Plat of Riverstone" as recorded in the Land Records of Baltimore County, Maryland in Plat Book S.M. No. 73 folio 128 the following two (2) courses and distances:
17. South 21°16'24" East 85.59 feet to a point; thence an iron pipe round,
18. South 36°35'04" West 226.06 feet to a point; thence binding on the northwesterly outline of a subdivision plat entitled "Atrium Village" as recorded in the Land Records of Baltimore County, Maryland Plat Book S.M. No. 71 folio 9 the following eight (8) courses and distances:
19. North 34°09'16" West 143.50 feet to a point; thence,
20. North 78°26'11" West 145.50 feet to a point; thence,
21. South 75°15'45" West 351.00 feet to a capped iron bar set; thence,
22. South 45°34'28" West 274.50 feet to a capped iron bar set; thence,
23. South 22°38'24" East 115.16 feet to a capped iron bar set; thence,
24. South 12°05'13" East 170.42 feet to a capped iron bar set; thence,
25. Southwesterly 73.43 feet by a curve to the left having a radius of 65.00 feet and a chord bearing south 45°33'13" West 69.58 feet to a point; thence,
26. Southwesterly 8.98 feet by a curve to the right having a radius of 60.00 feet and a chord bearing south 17°28'25" West 8.97 feet to the point of beginning.

Containing 15.6399 acres, more or less.



2012-0266-SPHA

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

No. **82039**
Date: **4/24/12**

PAID RECEIPT

BUSINESS ACTUAL TIME
4/24/2012 4/24/2012 09:10:2

REC M003 WALKIN R005-LRB
RECEIPT # 586705 4/24/2012
Dept 5 528 ZONING VERIFICATI
CH NO. 082039

Fund	Dept	Unit	Sub Unit	Rev Source/Obj	Sub Rev/Obj	Dept	Obj	BS Acct	Amount
001	806	0000		6150					\$ 770

Recpt Tot \$770.0
\$770.00 CK \$0
Baltimore County, Maryland

Total: **\$ 770**

Rec From: **SMITH, GILDEA & SCHMIDT, LLC**

For: **2012-0266-SPHA**
9401 GOVETON CIRCLE

DISTRIBUTION

WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER GOLD - ACCOUNTING
PLEASE PRESS HARD!!!!

CASHIER'S
VALIDATION

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: 2012-0266 SPA
Petitioner: WSL OWINGS MILLS INVESTORS, LLC
Address or Location: 9401 GROVETON CIRCLE

PLEASE FORWARD ADVERTISING BILL TO:

Name: JASON T. VETTORI
Address: SMITH, GILBERT & SCHMIDT, LLC
600 WASHINGTON AVE., STE. 200
TOWSON, MD 21204
Telephone Number: (410) 821-0070

Revised 2/17/11 DT

NOTICE OF ZONING HEARING

The Administrative Law Judge 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: # 2012-0266-SPHA

9401 Groveton Circle & 4730 Atrium Court
N/s of Atrium Court, 400 feet N/e of the centerline of
Lakeside Boulevard
2nd Election District — 4th Councilmanic District
Legal Owner(s): WSL Owings Mills Investors, LLC & The
Groveton, LLC

Special Hearing to permit the existing freestanding community identification sign to identify the Groveton Green Community in addition to the existing Atrium Village community, and for such other and further relief as may be required by the Administrative Law Judge for Baltimore County. **Variance:** to permit a freestanding community sign that is ten feet tall in lieu of the permitted height of 6 feet (sign A) and to permit a maximum area/ face of 64 s.f. in lieu of the maximum area/face permitted of 25 s.f. (sign A); to permit a freestanding community sign that is 11 feet tall in lieu of the permitted height of 6 feet (sign B); and for such other and further relief as may be required by the ALJ for Baltimore County.

Hearing: Thursday, June 7, 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.

05/26/12 May 17

303433

CERTIFICATE OF PUBLICATION

5/17, 2012

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 5/17, 2012.

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

S. Wilkinson

LEGAL ADVERTISING

CERTIFICATE OF POSTING

2012-0266-SPHA

RE: Case No.: _____

Petitioner/Developer: _____

WSL Owings Mills Investments, LLC & The Groveton, LLC

June 7, 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: _____

Q401 Groveton Cir & 4730 Atrium Court

May 18, 2012

The sign(s) were posted on _____

(Month, Day, Year)

Sincerely,



May 18, 2012

(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)



RE: PETITION FOR SPECIAL HEARING	*	BEFORE THE OFFICE
AND VARIANCE		
9401 Groveton Circle; N/S Atrium Court,	*	OF ADMINSTRATIVE
400' NE of c/line Lakeside Boulevard		
2 nd Election & 4 th Councilmanic Districts	*	HEARINGS FOR
Legal Owner(s): WSL Owings Mills Investorsy		
Contract Purchaser(s): The Groveton LLC	*	BALTIMORE COUNTY
Petitioner(s)		
	*	2012-266-SPHA

* * * * *

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.

RECEIVED

MAY 17 2012

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 17th day of May, 2012, a copy of the foregoing Entry of Appearance was mailed to Jason Vettori, Esquire, Smith, Gildea & Schmidt, 600 Washington Avenue, Suite 200, Towson, Maryland 21204, Attorney for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

TO: PATUXENT PUBLISHING COMPANY
Thursday, May 17, 2012 Issue - Jeffersonian

Please forward billing to:

Jason Vettori
Smith, Gildea & Schmidt
600 Washington Avenue, Ste. 200
Towson, MD 21204

410-821-0070

NOTICE OF ZONING HEARING

The Administrative Law Judge 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: 2012-0266-SPHA

9401 Groveton Circle & 4730 Atrium Court
N/s of Atrium Court, 400 feet N/e of the centerline of Lakeside Boulevard
2nd Election District – 4th Councilmanic District
Legal Owners: WSL Owings Mills Investors, LLC & The Groveton, LLC

Special Hearing to permit the existing freestanding community identification sign to identify the Groveton Green Community in addition to the existing Atrium Village community, and for such other and further relief as may be required by the Administrative Law Judge for Baltimore County. Variance to permit a freestanding community sign that is ten feet tall in lieu of the permitted height of 6 feet (sign A) and to permit a maximum area/face of 64 s.f. in lieu of the maximum area/face permitted of 25 s.f. (sign A); to permit a freestanding community sign that is 11 feet tall in lieu of the permitted height of 6 feet (sign B); and for such other and further relief as may be required by the ALJ for Baltimore County.

Hearing: Thursday, June 7, 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 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.

JB 6/7
10AM

Case No.: 2012 - 0266 - SPHA

Exhibit Sheet

Petitioner/Developer

Protestant

6/8/12
PZ
DW
7-10-12

No. 1	Site Plan (2 sheet)	
No. 2	Groveton Picture Orientation	
No. 3	[Omitted]	
No. 4	Groveton Green Bldg. Elevation	
No. 5	5A-5D Color Renderings	
No. 6	Sight Distance Exhibit	
No. 7	Color Photo - Briarwood Apts - Sign	
No. 8	Plat - Villages Painters Mill	
No. 9	BC Highway Deed	
No. 10	6-5-12 Email Amy Grossi	
No. 11	6-6-12 Email - Amy Grossi	
No. 12		

Groveton Picture Orientation



PETITIONER'S

EXHIBIT NO. _____

2

0015506 000

HRW 98-107
J.O. 5-1-8362
Item 2(H)
Election Dist: 2.3

COUNTY HIGHWAY DEED

THIS DEED is made as of this 20th day of July, 2001, between LYONS MILL ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership, the Grantor, to BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

IN CONSIDERATION of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the Grantor does grant and convey unto BALTIMORE COUNTY, MARYLAND, a body corporate and politic, its successors and assigns, in fee simple, for public highway and any other governmental purposes, all that lot of ground situate, lying and being in the Fourteenth Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

IN AND TO the beds of ATRIUM COURT and LAKESIDE BOULEVARD shown on that Plat entitled "A Resubdivision of Plat B, Lot D, Village of Painter's Mill" which plat is recorded among the Land Records of Baltimore County, Maryland in Plat Book SM No. 71, folio 12 (the "Record Plat").

FOR TITLE to the Grantor see that Deed dated May 9, 1999, and recorded among the Land Records of Baltimore County, Maryland, at Liber SM No. 8487, folio 391.

TOGETHER with the appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto BALTIMORE COUNTY, MARYLAND, a body corporate and politic, its successors and assigns, in fee simple, for public highway and any other governmental purposes.

PETITIONER'S

EXHIBIT NO.

9

Acknowledgements

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

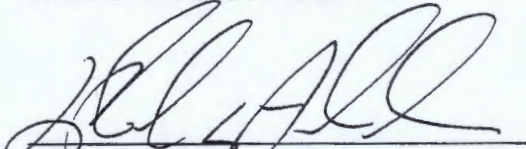
I HEREBY CERTIFY that on this 20th day of July 2001 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared J. Mark Schapero, who acknowledged himself to be Vice President Continental Realty Investors Corp., as general partner of LYONS MILL ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership, and that he, as such officer being authorized so to do, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Shannon M. Hayward
Notary Public
My Commission Expires: 11/1/2003

00005506 000

APPROVED and ACCEPTED:


Edward C. Adams, Jr., P.E., Director
Department of Public Works

APPROVED FOR LEGAL FORM AND SUFFICIENCY*

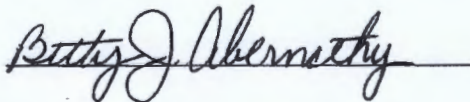
(Subject to Execution by the Duly Authorized Administrative
Official and/or Chairman of the County Council, as indicated)

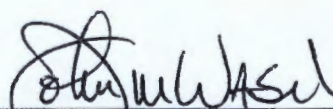
Approved for 08-10-01
1249
OFFICE OF THE COUNTY ATTORNEY
(*Approval of Legal Form and Sufficiency does not
convey approval or disapproval of the substantive nature
of the transaction. Approval is based upon type-set
document. All modifications require re-approval.)

ATTEST:

APPROVED AND ACCEPTED
July 10, 2001.

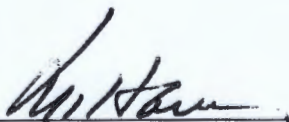
BALTIMORE COUNTY, MARYLAND



By:  (seal)
John M. Wasilisin
County Administrative Officer

Attorney's Certification

This is to certify that the within instrument was prepared by an attorney admitted to practice
before the Court of Appeals of Maryland.


Lawrence F. Haislip

Acct. No: roadbed on plat

0015506 015

State of Maryland Land Instrument Intake Sheet
☐ Baltimore City ☒ County: Baltimore

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

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

1	Type(s) of Instruments	☒ Deed ☐ Mortgage ☐ Other _____ ☐ Deed of Trust ☐ Lease ☐ Other _____			
2	Conveyance Type Check Box	☐ Improved Sale ☐ Arms-Length [1]	☐ Unimproved Sale ☐ Arms-Length [2]	☐ Multiple Accounts ☐ Arms-Length [3]	☒ Not an Arms-Length Sale [9]
3	Tax Exemptions (If Applicable)	☐ Recodation ☒ Co. Hwy Deed to County ☐ State Transfer ☐ County Transfer			
Cite or Explain Authority					
4	Consideration and Tax Calculations	Consideration Amount Purchase Price/Consideration \$ <u>0</u> Any New Mortgage \$ _____ Balance of Existing Mortgage \$ _____ Other: \$ _____ Other: \$ _____ Full Cash Value \$ _____		Finance Office Use Only Transfer and Recodation Tax Consideration Transfer Tax Consideration \$ _____ X () % = \$ _____ Less Exemption Amount - \$ _____ Total Transfer Tax = \$ _____ Recodation Tax Consideration \$ _____ X () per \$500 = \$ _____ TOTAL DUE \$ _____	
5	Fees	Amount of Fees Recording Charge \$ <u>20.00</u> Surcharge \$ <u>5.00</u> State Recodation Tax \$ _____ State Transfer Tax \$ _____ County Transfer Tax \$ _____ Other \$ _____ Other \$ _____		Doc. 1 Doc. 2 Agent: <u>[Signature]</u> Tax Bill: _____ C.B. Credit: _____ Ag. Tax/Other: _____	
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District <u>14</u> Subdivision Name <u>Village of Pankers Mill</u> Location/Address of Property Being Conveyed (2) <u>Atrium Ct and Lakeside Blvd.</u> Other Property Identifiers (if applicable) _____	Property ID No. (1) <u>84871391</u> Lot (3a) _____ Block (3b) _____ Sect/AR(3c) _____ Plat Ref. <u>71/12</u> SqFt/Acreage (4) _____	Map _____ Parcel No. _____ Var. LOG ☐ (5) Water Meter Account No. _____	
		Residential ☐ or Non-Residential ☐ Fee Simple ☐ or Grount Rent ☐ Amount: _____ Partial Conveyance? ☐ Yes ☐ No Description/Amt. of SqFt/Acreage Transferred: _____ If Partial Conveyance, List Improvements Conveyed: _____			
7	Transferred From	Doc. 1 - Grantor(s) Name(s) <u>Lyons Mill Associates</u> Doc. 1 - Owner(s) of Record, if Different from Grantor(s) _____		Doc. 2 - Grantor(s) Name(s) _____ Doc. 2 - Owner(s) of Record, if Different from Grantor(s) _____	
8	Transferred To	Doc. 1 - Grantee(s) Name(s) <u>Baltimore Co., Md.</u> New Owner's (Grantee) Mailing Address _____		Doc. 2 - Grantee(s) Name(s) _____	
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional) _____		Doc. 2 - Additional Names to be Indexed (Optional) _____	
10	Contact/Mail Information	Instrument Submitted By or Contact Person Name: <u>Land Acquisitions - Balto Co., Md.</u> Firm: <u>Court House</u> Address: <u>Towson, MD</u> Phone: () _____			
		☐ Return to Contact Person ☒ Hold for Pickup ☐ Return Address Provided			
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER Assessment Information Yes ☐ No Will the property being conveyed be the grantee's principal residence? Yes ☐ No Does transfer include personal property? If yes, identify: _____ Yes ☐ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).				
Assessment Use Only - Do Not Write Below This Line Criminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Tran. Process Verification ☐ Instrument Number: _____ Date Received: _____ Deed Reference: _____ Geo. _____ Map _____ Zoning _____ Grid _____ Use _____ Section _____ Town Cd. _____ REMARKS: _____ Director of Budget and Finance BALTIMORE COUNTY, MARYLAND COUNTY TRANSFER TAX Sec 33-139 RECORDED Date: <u>8/23/08</u>					

Jason Vettori

From: Amy Grossi <agrossi@baltimorecountymd.gov>
Sent: Tuesday, June 05, 2012 11:43 AM
To: Jason Vettori
Subject: RE: Item 2012-0266
Attachments: License clean 051711.DOC

PETITIONER' S

EXHIBIT NO. 10

TimeMattersID: M12DFA0821D64223
TM Contact: Fore Property Company
TM Contact No: 316
TM Matter No: 316-001
TM Matter Reference: Fore Property - Atrium Court

Jason-

I tried to call and got your voicemail. Attached is the current license form.

Amy L. Hicks Grossi
Assistant County Attorney
Head, Real Estate Compliance
410-887-3262

Confidentiality Statement

This electronic mail transmission contains confidential information belonging to the sender which is legally privileged and confidential. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking of any action based on the contents of this electronic mail transmission is strictly prohibited. If you have received this electronic mail transmission in error, please immediately notify the sender.

>>> Jason Vettori <jvettori@sgs-law.com> 06/05/12 11:32 AM >>>

Amy,

I am following up regarding the voicemail messages I have left for you to date. Our hearing is this Thursday. If you would please be so kind as contact me at your earliest convenience I would very much like to resolve this issue prior to the hearing. Thanks in advance for your assistance in this regard.

Jason T. Vettori
Smith, Gildea & Schmidt, LLC
600 Washington Avenue
Suite 200
Towson, MD 21204
Phone: (410) 821-0070

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From: Amy Grossi [<mailto:agrossi@baltimorecountymd.gov>]
Sent: Thursday, May 31, 2012 1:42 PM
To: Jason Vettori
Cc: Arnold Jablon; Anthony Russell; Dennis Kennedy
Subject: Item 2012-0266

Jason-

Regarding the Interoffice Correspondence form Dennis Kennedy to Arnold Jablon, dated 14, 2012 ,and pertaining to a sign to be placed in the Atrium Court right of way, this would be accomplished by the execution of a license agreement.

Please feel free to contact me to exchange further detail on accomplishing the same.

Regards,
Amy Grossi

Amy L. Hicks Grossi
Assistant County Attorney
Head, Real Estate Compliance
410-887-3262

Confidentiality Statement

This electronic mail transmission contains confidential information belonging to the sender which is legally privileged and confidential. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking of any action based on the contents of this electronic mail transmission is strictly prohibited. If you have received this electronic mail transmission in error, please immediately notify the sender.

LICENSE AGREEMENT

This License Agreement (this "Agreement") is made and entered into this _____ day of _____, 20____ (the "Effective Date"), by BALTIMORE COUNTY, MARYLAND, a body corporate and politic ("Licensor") and [_____] [_____] ("Licensee").

Recitals

A. Licensor is the owner of [an easement interest] [fee simple title] in certain real property [at [address]], located in the [_____] Election District of Baltimore County, Maryland (the "Property"), which it obtained by way of a deed, dated [_____] and recorded among the Land Records of Baltimore County in Liber [_____] folio [_____] from [_____] .

B. Licensee desires to be granted certain non-exclusive rights to access, maintain, repair, and replace [_____] on and in a portion of the Property, and Licensor has agreed to grant Licensee such rights on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

Agreements

1. Grant of License. Licensor hereby grants to Licensee a non-exclusive license over that portion of the Property shown, indicated, and delineated as "MAINTENANCE AREA" on Exhibit A (the "Licensed Premises") for the purpose of accessing, maintaining, repairing, and replacing the [_____] within the Licensed Premises. Licensee shall not be required to provide notice to Licensor prior to accessing the Licensed Premises, and Licensee shall conduct all maintenance, repairs, and replacements in a commercially reasonable manner. Licensee shall be solely and wholly responsible and liable for any and all costs or expenses of any kind related to or arising from the construction, installation, maintenance, replacement, repair of any improvements for which the Licensor uses the Licensed Premises hereunder.

2. Term. This Agreement shall commence on the Effective Date and shall continue until terminated pursuant to the provisions contained herein.

3. Licensor's Termination Rights. If Licensor determines that the Licensed Premises is required for a County purpose and the Licensee's improvements within the Licensed Premises are in conflict with that purpose, or if the Licensor determines that the Licensee is in violation of any of the terms of this Agreement, in either case said determination being within the sole and absolute discretion of the Licensor, Licensor may, with thirty (30) days written notification, terminate this Agreement and demand that Licensee remove the improvements from the Licensed Premises. If compliance with Licensor's demand is impracticable, Licensee may make a written request to the Licensor for additional time to complete the removal of the improvements and to restore the Licensed Premises to the same condition as it was immediately prior to the installation of said improvements.

4. Insurance. During the Term of this Agreement, Licensee shall maintain a comprehensive general liability insurance policy, covering bodily injury and property damage arising from Licensee's exercise of the rights granted herein. Such insurance policy shall name Licensors as an additional insured. Upon request by Licensors, Licensee shall provide a certificate of insurance evidencing such coverage.

5. Indemnification. Licensee shall indemnify, defend and hold harmless Licensors and all its agents, employees, officers, representatives, and assigns from and against any and all obligations, liabilities, claims, demands, loss, damage, cost, or causes of action whatsoever in any way due to or arising out of or related to the activities of Licensee, its agents, employees, officers, contractors, representatives, successors, or assigns on the Licensed Premises or pursuant to this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Licensors, its agents, employees, officers, officials, contractors, representatives, successors, or assigns, or as expressly limited in Paragraph 3.

6. Release. Licensee hereby releases the Licensors from any and all claims for property damage in the event the County is required to remove the improvements from the Licensed Premises and agrees to reimburse the Licensee for all costs it incurs removing the improvements.

7. Licensee's Compliance with Laws. While on the Licensed Premises, Licensee shall comply with all applicable local, state, or federal laws, ordinances, rules and regulations now in force or in force after the date hereof.

8. Assignment. Licensee may transfer, convey, or assign Licensee's rights under this Agreement to any parent or related entity without the consent of Licensors, so long as Licensee provides Licensors with thirty (30) days prior written notice. Any other transfer, conveyance, or assignment by Licensee shall be subject to prior written consent of Licensors, which consent shall not be unreasonably withheld.

9. Notices. Any notice, consent, approval or other communication required or permitted under this Agreement must be in writing and will be deemed to have been given when (a) personally delivered or (b) delivered by certified mail, postage prepaid, return receipt requested, addressed to the party for whom it is intended at its address set forth below. Any party may change its address for purposes of receipt of any such communication by giving 10 days' prior written notice of such change to the other party in the manner prescribed in this Paragraph.

(a) If to Licensors: Baltimore County, Maryland
Real Estate Compliance
County Office Building, Rm 319
111 W. Chesapeake Ave
Towson, MD 21204

(b) If to Licensee:

10. Reservation. The County reserves the right at all times to exercise full control and regulation in respect to all matters connected within County property.

11. Entire Agreement; Governing Law. This Agreement contains the entire agreement of the parties concerning the subject matter hereof. There are no other or different agreements or understandings concerning the subject matter hereof between Licensor and Licensee. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, excluding principles of conflicts of law.

IN WITNESS WHEREOF the parties have signed and sealed this Agreement the day and year first written above.

WITNESS:

LICENSOR:

BALTIMORE COUNTY, MARYLAND, a body corporate and politic

By: _____

Name: _____

Title: _____

LICENSEE:

By: _____

Name: _____

Title: _____

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of
Transaction. Approval is Based Upon Typeset Document. All
Modifications Require Re-Approval.

EXHIBIT A

Jason Vettori

From: Jason Vettori
Sent: Wednesday, June 06, 2012 3:25 PM
To: Amy Grossi (agrossi@baltimorecountymd.gov)
Subject: FW: Fore/Groveton
Attachments: License Agreement FINAL with Exhibit.PDF

Amy,

Attached is a copy of the license agreement for the signage being proposed in the right of way known as Atrium Court. Please give me your comments as quickly as possible as the hearing is at 10 a.m. tomorrow morning. Thanks.

Jason T. Vettori
Smith, Gildea & Schmidt, LLC
600 Washington Avenue
Suite 200
Towson, MD 21204
Phone: (410) 821-0070
Facsimile: (410) 821-0071
<http://sgs-law.com>

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From: Shari Fedak
Sent: Wednesday, June 06, 2012 3:13 PM
To: Jason Vettori
Subject: Fore/Groveton

Jason:

Attached hereto please find the compiled and final version of the License Agreement.

Shari Fedak
SMITH, GILDEA & SCHMIDT, LLC
600 Washington Avenue
Suite 200
Towson, MD 21204
(410) 821-0070
(410) 821-0071 - fax

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PETITIONER' S

EXHIBIT NO. 11

LICENSE AGREEMENT

This License Agreement (this "Agreement") is made and entered into this 5th day of June, 2012 (the "Effective Date"), by BALTIMORE COUNTY, MARYLAND, a body corporate and politic ("Licensor") and The Groveton, LLC ("Licensee").

Recitals

A. Licensor is the owner of fee simple title in certain real property known as Atrium Court, shown on that Plat entitled "A Resubdivision of Plat B, Lot D, Village of Painters Mill" which plat is recorded among the Land Records for Baltimore County, located in the 2nd Election District of Baltimore County, Maryland (the "Property"), which it obtained by way of a deed, dated July 20, 2001 and recorded among the Land Records of Baltimore County in Liber 0015506, folio 111, from Lyons Mill Associates Limited Partnership.

B. Licensee desires to be granted certain non-exclusive rights to access, maintain, repair, and replace the proposed Sign 'A' in Case No. 2012-0266-SPHA on and in a portion of the Property, and Licensor has agreed to grant Licensee such rights on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

Agreements

1. Grant of License. Licensor hereby grants to Licensee a non-exclusive license over that portion of the Property shown, indicated, and delineated as "MAINTENANCE AREA" on Exhibit A (the "Licensed Premises") for the purpose of accessing, maintaining, repairing, and replacing the proposed Sign 'A' in Case No. 2012-0266-SPHA within the Licensed Premises. Licensee shall not be required to provide notice to Licensor prior to accessing the Licensed Premises, and Licensee shall conduct all maintenance, repairs, and replacements in a commercially reasonable manner. Licensee shall be solely and wholly responsible and liable for any and all costs or expenses of any kind related to or arising from the construction, installation, maintenance, replacement, repair of any improvements for which the Licensor uses the Licensed Premises hereunder.

2. Term. This Agreement shall commence on the Effective Date and shall continue until terminated pursuant to the provisions contained herein.

3. Licensor's Termination Rights. If Licensor determines that the Licensed Premises is required for a County purpose and the Licensee's improvements within the Licensed Premises are in conflict with that purpose, or if the Licensor determines that the Licensee is in violation of any of the terms of this Agreement, in either case said determination being within the sole and absolute discretion of the Licensor, Licensor may, with thirty (30) days written notification, terminate this Agreement and demand that Licensee remove the improvements from the Licensed Premises. If compliance with Licensor's demand is impracticable, Licensee may make a written request to the Licensor for additional time to complete the removal of the improvements and to restore the

Licensed Premises to the same condition as it was immediately prior to the installation of said improvements.

4. Insurance. During the Term of this Agreement, Licensee shall maintain a comprehensive general liability insurance policy, covering bodily injury and property damage arising from Licensee's exercise of the rights granted herein. Such insurance policy shall name Licensor as an additional insured. Upon request by Licensor, Licensee shall provide a certificate of insurance evidencing such coverage.

5. Indemnification. Licensee shall indemnify, defend and hold harmless Licensor and all its agents, employees, officers, representatives, and assigns from and against any and all obligations, liabilities, claims, demands, loss, damage, cost, or causes of action whatsoever in any way due to or arising out of or related to the activities of Licensee, its agents, employees, officers, contractors, representatives, successors, or assigns on the Licensed Premises or pursuant to this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Licensor, its agents, employees, officers, officials, contractors, representatives, successors, or assigns, or as expressly limited in Paragraph 3.

6. Release. Licensee hereby releases the Licensor from any and all claims for property damage in the event the County is required to remove the improvements from the Licensed Premises and agrees to reimburse the Licensee for all costs it incurs removing the improvements.

7. Licensee's Compliance with Laws. While on the Licensed Premises, Licensee shall comply with all applicable local, state, or federal laws, ordinances, rules and regulations now in force or in force after the date hereof.

8. Assignment. Licensee may transfer, convey, or assign Licensee's rights under this Agreement to any parent or related entity without the consent of Licensor, so long as Licensee provides Licensor with thirty (30) days prior written notice. Any other transfer, conveyance, or assignment by Licensee shall be subject to prior written consent of Licensor, which consent shall not be unreasonably withheld.

9. Notices. Any notice, consent, approval or other communication required or permitted under this Agreement must be in writing and will be deemed to have been given when (a) personally delivered or (b) delivered by certified mail, postage prepaid, return receipt requested, addressed to the party for whom it is intended at its address set forth below. Any party may change its address for purposes of receipt of any such communication by giving 10 days' prior written notice of such change to the other party in the manner prescribed in this Paragraph.

(a) If to Licensor:	Baltimore County, Maryland Real Estate Compliance County Office Building, Rm 319 111 W. Chesapeake Ave Towson, MD 21204
---------------------	---

(b) If to Licensee: The Groveton, LLC
c/o Fore Property Company
2600 Virginia Avenue, N.W., Suite 715
Washington, DC 20037
Attention: Fred G. Karem

10. Reservation. The County reserves the right at all times to exercise full control and regulation in respect to all matters connected within County property.

11. Entire Agreement; Governing Law. This Agreement contains the entire agreement of the parties concerning the subject matter hereof. There are no other or different agreements or understandings concerning the subject matter hereof between Licensor and Licensee. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, excluding principles of conflicts of law.

IN WITNESS WHEREOF the parties have signed and sealed this Agreement the day and year first written above.

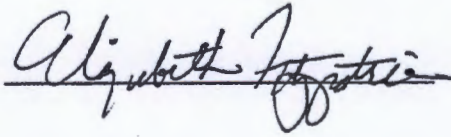
WITNESS:

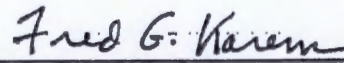
LICENSOR:

BALTIMORE COUNTY, MARYLAND, a body
corporate and politic

By: _____
Name:
Title:

LICENSEE: THE GROVETON, LLC



By: 
Name: Fred G. Karem
Title: A Managing Member of FBK, LLC, the
Managing Member of Groveton JV, LLC,
the Sole Member of Owner

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of
Transaction. Approval is Based Upon Typeset Document. All
Modifications Require Re-Approval.

March 20, 2012

EXHIBIT A
MAINTENANCE AREA

A Signage Easement located in the median of Atrium Court (80' wide right-of-way) in the Fourth Election District of Baltimore County, Maryland

Beginning for the same at a point distant South 21°32'07" West 354.01 feet from a point identified as Point Number 11 as shown on a Subdivision Plat entitled "Atrium Court, Amended Plat 1" as recorded in the Land Records of Baltimore County, Maryland in Plat Book S.M. No. 71 folio 12, thence running for new lines of division, with all bearings referenced to the Maryland Coordinate System, NAD 83/91, the following four (4) courses and distances:

1. South 05°58'58" West 14.90 feet to a point; thence,
2. South 84°33'28" East 11.71 feet to a point; thence,
3. North 06°25'50" East 14.90 feet to a point; thence,
4. North 84°33'28" West 11.83 feet to the point of beginning.

Containing 175 square feet or 0.004 acres of land, more or less.



CASE NAME _____
CASE NUMBER 2012-266-SPHHA
DATE 6/7/2012

[illegible]

CHECKLIST

<u>Comment Received</u>	<u>Department</u>	<u>Support/Oppose/ Conditions/ Comments/ No Comment</u>
<u>5-14</u>	DEVELOPMENT PLANS REVIEW (if not received, date e-mail sent _____)	<u>Comment</u>
<u>5-22</u>	DEPS (if not received, date e-mail sent _____)	<u>NC</u>
_____	FIRE DEPARTMENT	_____
_____	PLANNING (if not received, date e-mail sent _____)	_____
<u>5-7</u>	STATE HIGHWAY ADMINISTRATION	<u>No objection</u>
_____	TRAFFIC ENGINEERING	_____
_____	COMMUNITY ASSOCIATION	_____
_____	ADJACENT PROPERTY OWNERS	_____

ZONING VIOLATION (Case No. _____)

PRIOR ZONING

(Case No. 2002-0100-SPH (10/20/01))

NEWSPAPER ADVERTISEMENT

Date:

5-17-12

SIGN POSTING

Date:

5-18-12

by

Block

PEOPLE'S COUNSEL APPEARANCE

Yes

☒

No

☐

PEOPLE'S COUNSEL COMMENT LETTER

Yes

☐

No

☐

Comments, if any: _____

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

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

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

SUBJECT: Zoning Advisory Committee Meeting
For May 21, 2012
Item No. 2012-0266

DATE: May 14, 2012

The Bureau of Development Plans Review has reviewed the subject zoning item and we have the following comment.

For sign 'A' to be placed in the Atrium Court right-of-way, the petitioner must first execute a franchise agreement. Should you grant a variance for sign 'A', please condition it upon execution of the franchise agreement.

DAK:CEN
cc: File
ZAC-ITEM NO 12-0266-05212012.doc

6-7-12

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: May 22, 2012

SUBJECT: DEPS Comment for Zoning Item # 2012-0266-SPHA
Address 9401 Groveton Circle
(WSL Owings Mills Investors, LLC Property)

Zoning Advisory Committee Meeting of May 7, 2012.

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

Reviewer: *Jeff Livingston; Development Coordination*

RECEIVED

MAY 23 2012

OFFICE OF ADMINISTRATIVE HEARINGS

Debra Wiley - ZAC Comments - Distribution Mtg. of 5/7

From: Debra Wiley
To: Kennedy, Dennis; Lanham, Lynn; Livingston, Jeffrey; Lykens, David; M...
Date: 5/7/2012 11:59 AM
Subject: ZAC Comments - Distribution Mtg. of 5/7

Good Morning,

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.

2012-0266-SPHA - 9401 Groveton Circle
No hearing date assigned in data base as of today

2012-0270-A - 15 Music Fair Road - **FLOODPLAIN**
No hearing date assigned in data base as of today

2012-0271-A - 9801 Reisterstown Road
No hearing date assigned in data base as of today

2012-0272-XA - 5616 Old Court Road
No hearing date assigned in data base as of today

2012-0273-A - 518 Education Way
Administrative Variance - Closing Date: 5/21

2012-0274-SPH - 2422 Lightfoot Drive
No hearing date assigned in data base as of today

2012-0275-A - 3901 Schroeder Avenue
Administrative Variance - Closing Date: 5/28

2012-0276-SPHA - 3914 Glenhurst Road - **CRITICAL AREA & FLOODPLAIN**
No hearing date assigned in data base as of today

2012-0277-A - 502 Dogwood Lane
Administrative Variance - Closing Date: 5/28

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



KEVIN KAMENETZ
County Executive

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

May 31, 2012

Jerrold H. Frumm
111 East Wacker Drive
Suite 2200
Chicago, Ill 60601

RE: Case Number: 2012-0266-SPHA, Address: 9401 Groveton Circle and 4730 Atrium Court

Dear Mr. Frumm:

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits, Approvals, and Inspection (PAI) on April 24, 2012. 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 that reads "W. Carl Richards, Jr." with a stylized flourish at the end.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR: jaf

Enclosures

c: People's Counsel
Jason T. Vettori, Esquire, 600 Washington Avenue, Suite 200, Towson, MD 21204
Fred Kareem, 2600 Virginia Avenue NW, # 715, Washington, DC 20037

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



Maryland Department of Transportation

Beverley K. Swaim-Staley, Secretary
Melinda B. Peters, Administrator

Date: 5-7-12

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

RE: Baltimore County
Item No 2012-0266-SPHA
Special Hearing Variance
Terold H. Frank
WSL Owings Mills Taxestorsy, LLC
9401 Groveton Circle

Dear Ms. Lewis:

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. 2012-0266-SPHA.

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).

Sincerely,

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

Steven D. Foster, Chief
Access Management Division

SDF/raz

My telephone number/toll-free number is _____

Maryland Relay Service for Impaired Hearing or Speech 1.800.735.2258 Statewide Toll Free

Street Address: 707 North Calvert Street • Baltimore, Maryland 21202 • Phone 410.545.0300 • www.roads.maryland.gov

Prior Order

10/2001

IN RE: PETITION FOR VARIANCE
S/S Meadow Road, 1500' W of the c/l
Red Run Boulevard
(4730 Meadow Road)
2nd Election District
3rd Council District

Atrium Village Development LLC
Petitioner

* BEFORE THE
* ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* Case No. 02-100-SPH
*

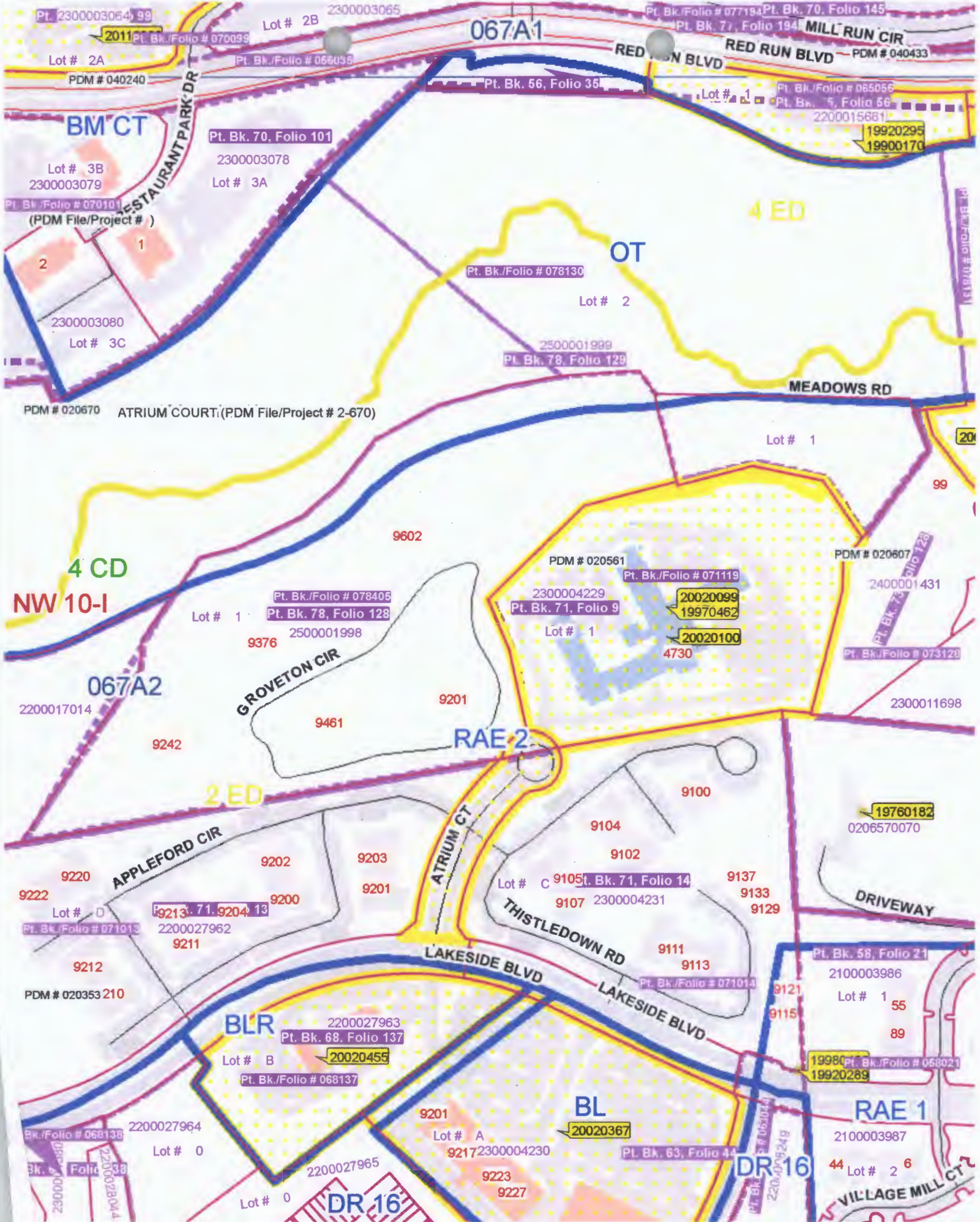
* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of a Petition for Special Hearing filed by the owner of the subject property, Atrium Village Development LLC, by Robert L. Goldman, Senior Project Manager, through their attorney, Lawrence F. Haislip, Esquire. The Petitioner requests a special hearing to approve the installation of a freestanding community identification sign in a designated appurtenant easement area. The subject property and requested relief are more particularly described on the site plan submitted which was accepted into evidence and marked as Petitioner's Exhibit 1.

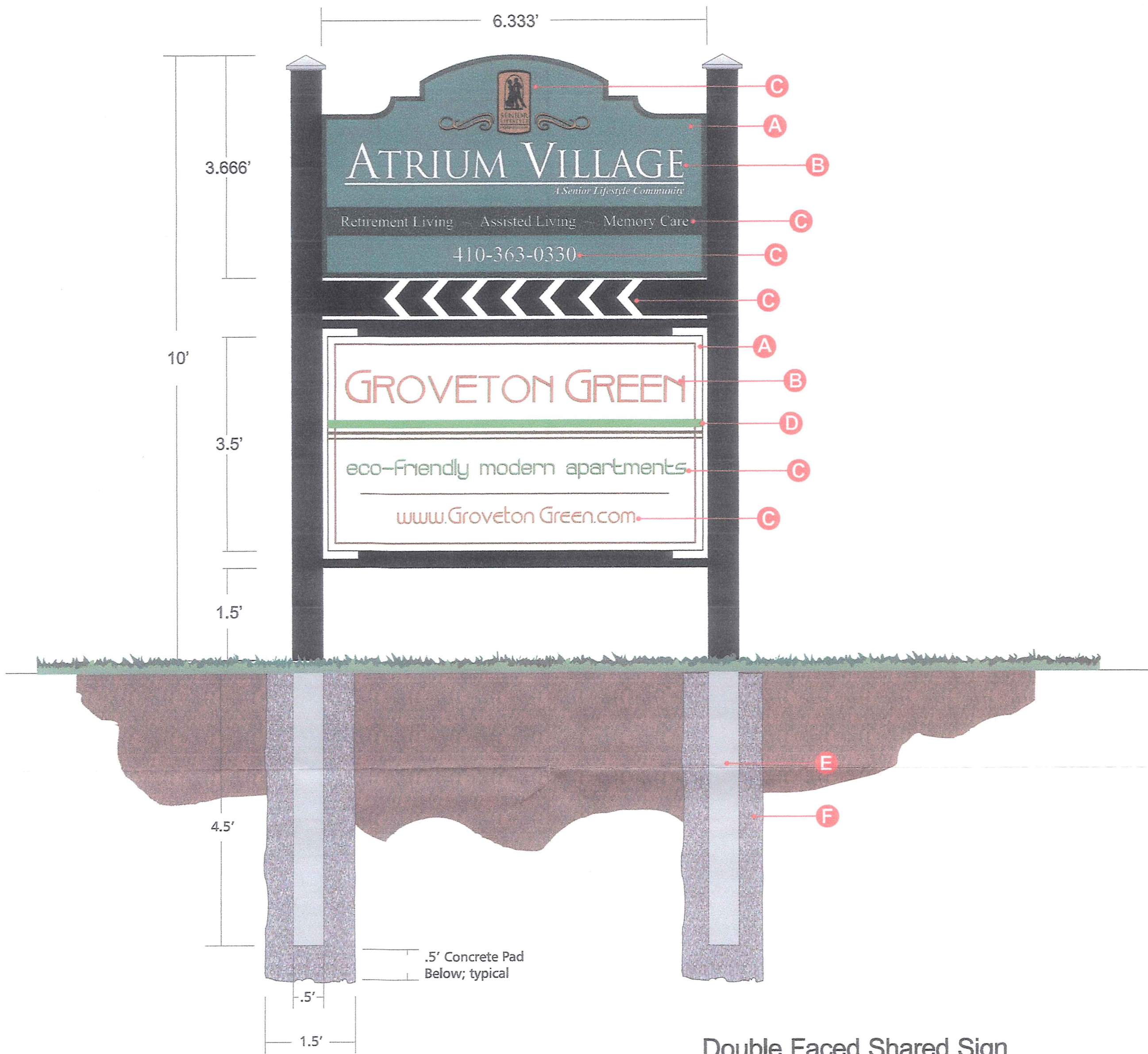
Appearing at the requisite public hearing in support of the request were Robert L. Goldman, Senior Project Manager for Atrium Village Development LLC, owner of the subject property; Dean Hoover, a representative of Morris & Ritchie Associates, Inc., the consultants who prepared the site plan for this property; and, Jim Timmerman, Esquire, attorney for the Petitioner. There were no Protestants or other interested persons present.

Testimony and evidence offered revealed that the subject property is an irregular shaped parcel located on the south side of Meadow Road between Owings Mills Boulevard and Painters Mill Road in Owings Mills, not far from the Owings Mills Mall and Corporate Center. The property contains a gross area of 7.1 acres, more or less, zoned RAE-2 and is being developed with an assisted living and senior housing facility capable of accommodating up to 300 residents. The project has been divided into 195 independent apartment units that will



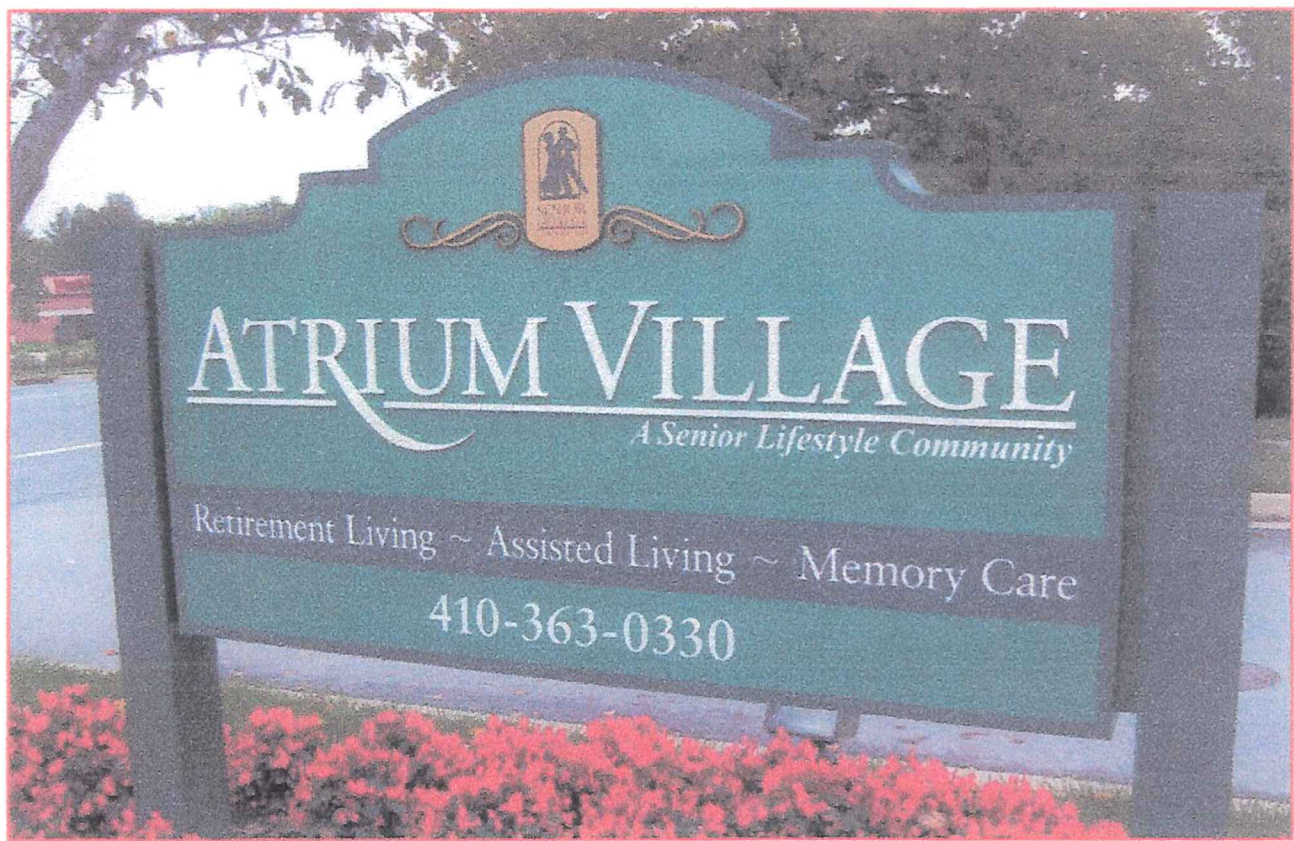
2012-0266-SPHA

Sign A: Communities' Shared Identification Sign:
Scale: 3/4" = 1'-0"



Double Faced Shared Sign

EXISTING SIGN

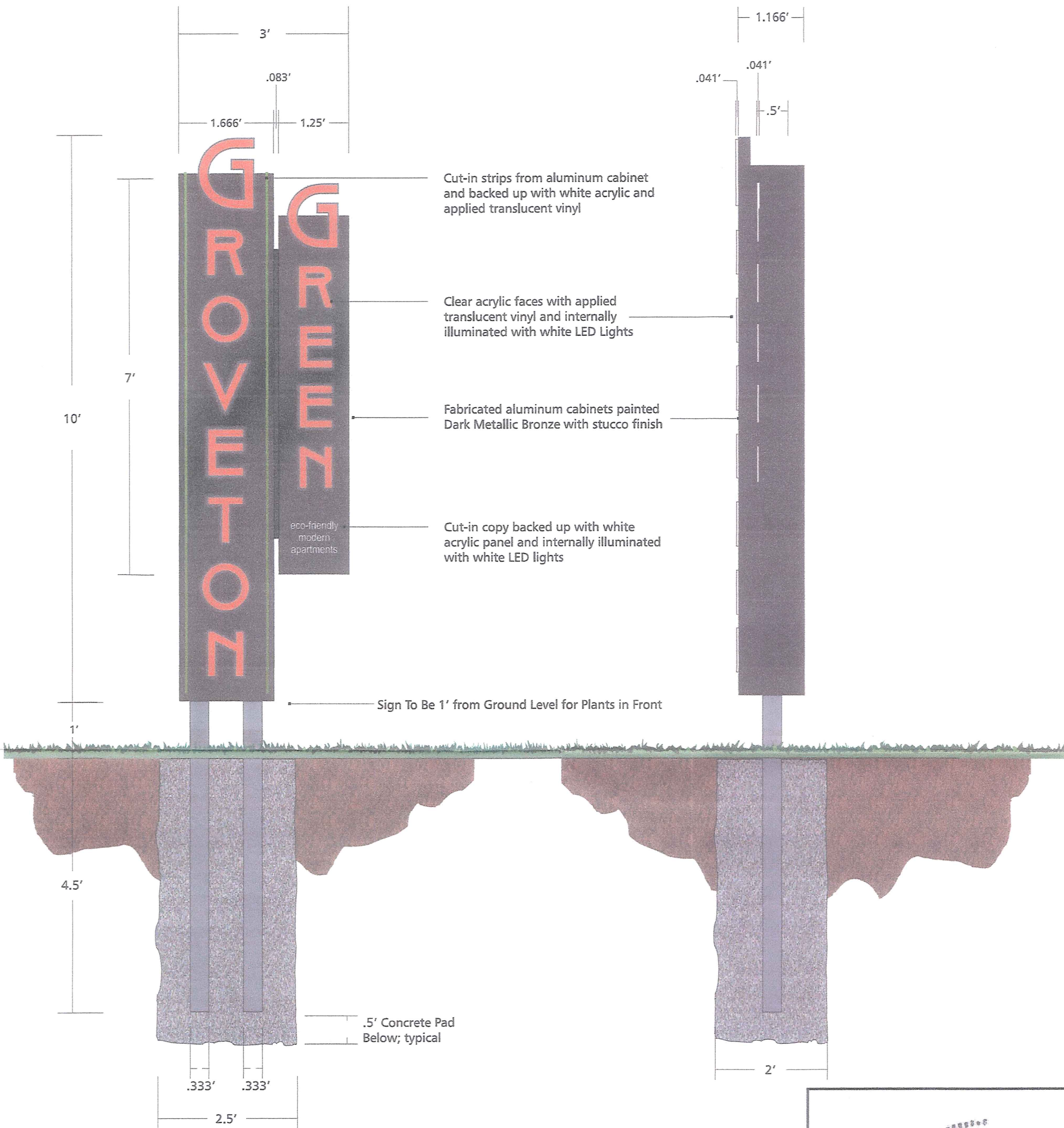


- A Fabricated Aluminum Painted to match Customer Colors
- B .020" thick Cut out Acrylic Copy
- C .010" thick Cut out Acrylic Copy
- D Applied Vinyl Graphics
- E .5' x .5' Square Aluminum Posts
- F Installed in soil conditions with concrete footers

Note 1: Total Sign Face Square Footage: 64

Note 2: Customer to provide artwork for Atrium Village graphics
Sign to be externally illuminated by existing spotlights.

Sign B: Groveton Green Entrance Sign
Scale: 3/4" = 1'-0"



Sign at Entrance of Groveton Green

Material: Monument Body Fabricated Of Aluminum Sheeting; All Construction Is Of High Quality; All Fasteners Hidden; All Seams And Connections Cleanly Filled Sanded And Painted. Faces are Removable Acrylic with applied Graphics.

Finish: Matthews Paint Co; Stucco Finish; Monument Body; Returns; Back Panels.

Internal Illumination: Monument Body is Internally Lit with White LED lights

Copy: Applied Translucent Vinyl; High Performance

Posts: Two (2x) ; 4" x 4"; Square Aluminum Posts.

Footers: Poured Concrete Footers into Soil Conditions

Note: Total Sign Face Square Footage: 27



PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND

LICENSE #: 16056 EXP. DATE: 06/07/14

PREPARED & PROVIDED BY:



401 HAMPTON PARK BLVD.
CAPITOL HEIGHTS, MD 20743
(PH) 240-765-1400
(FAX) 240-765-1401
WWW.ARTDISPLAYCO.COM

DRAWING TITLE:

SIGN EXHIBIT TO ACCOMPANY PETITION FOR ZONING HEARING:
GROVETON GREEN, OWINGS MILLS, MD

CLIENT / PROJECT:

GROVETON GREEN
Exterior Signage

REVISIONS:

NO.	BY	DATE	NO.	BY	DATE	NO.	BY	DATE	NO.	BY	DATE
1	MT	03/22/12									
2	MT	04/24/12									

NOTES:

DESIGNS AND SKETCHES ARE SOLE PROPERTY OF ART DISPLAY COMPANY AND MAY NOT BE USED OR REPRODUCED WITHOUT PERMISSION. SKETCH COLORS ARE LIMITED BY PRINTING TECHNOLOGY AND MAY NOT REFLECT THE EXACT COLORS OF THE FINISHED PRODUCT. SIGNS SHOWN ON PHOTOS MAY NOT REPRESENT ACTUAL SIZE AND PROPORTION TO BUILDING.

APPROVED BY:

CLIENT PRODUCTION
SALES/PM INSTALLATION

PAGE:

1

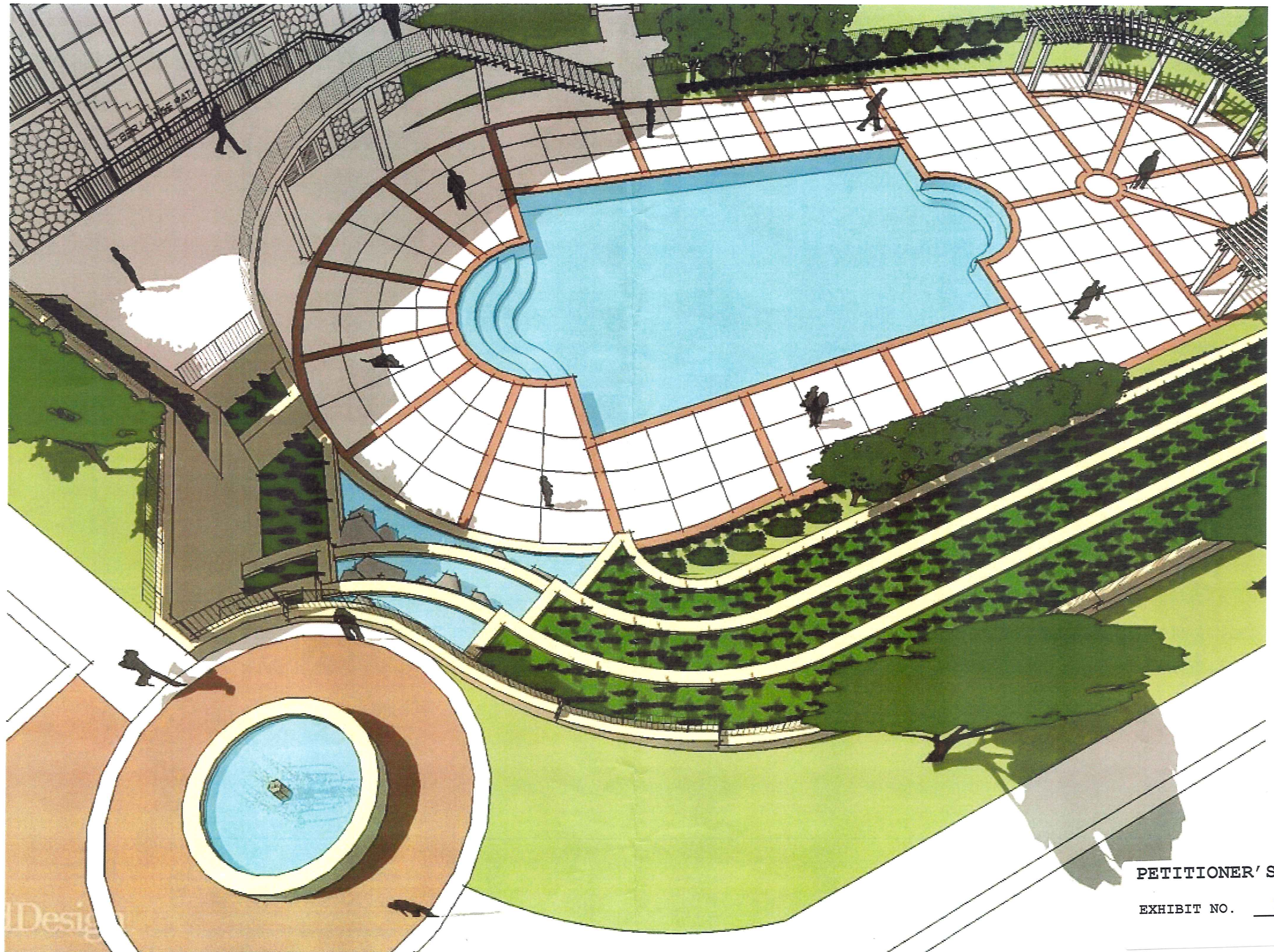


GROVETON GREEN
BALTIMORE COUNTY, MARYLAND

PETITIONER'S

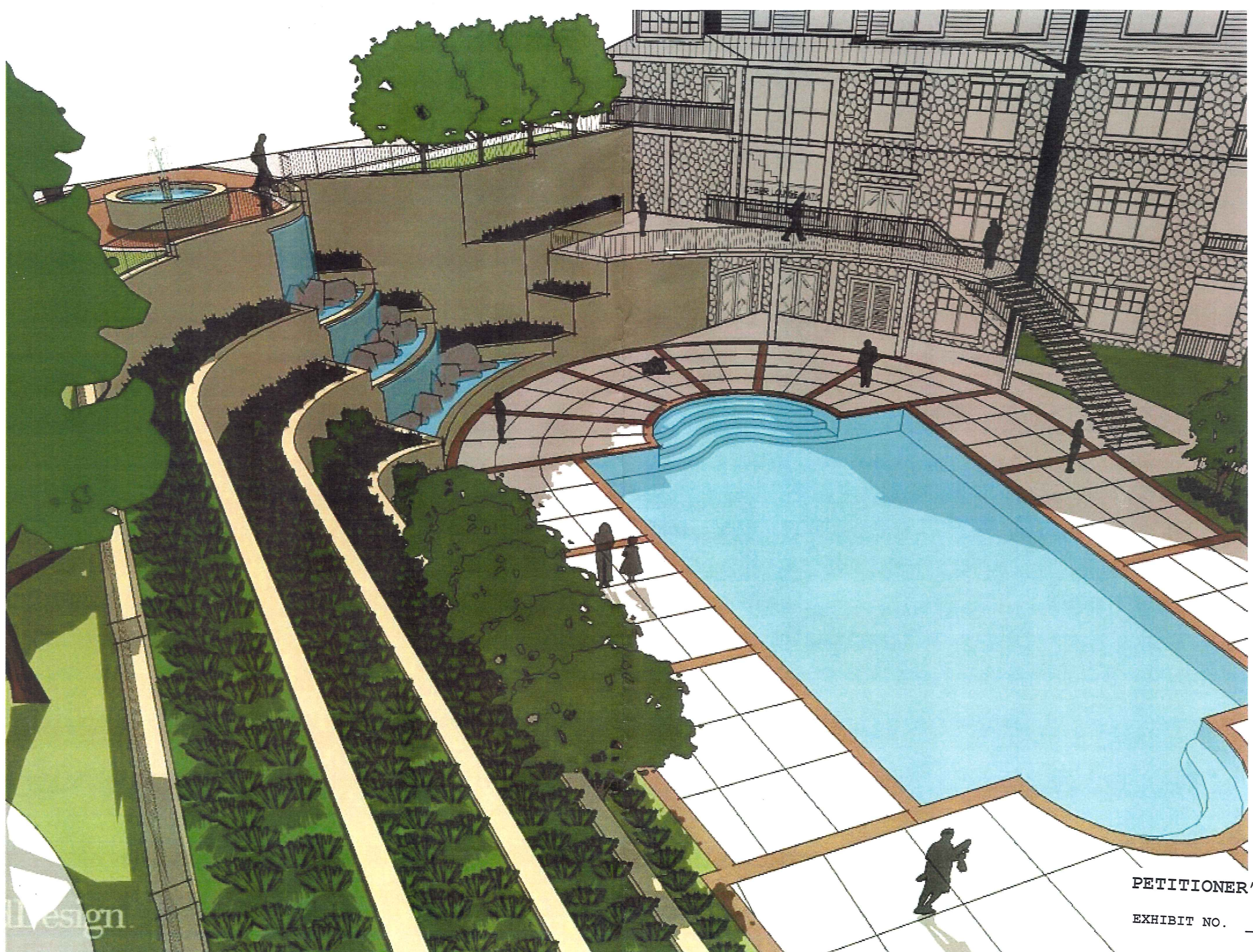
EXHIBIT NO.

4



PETITIONER'S

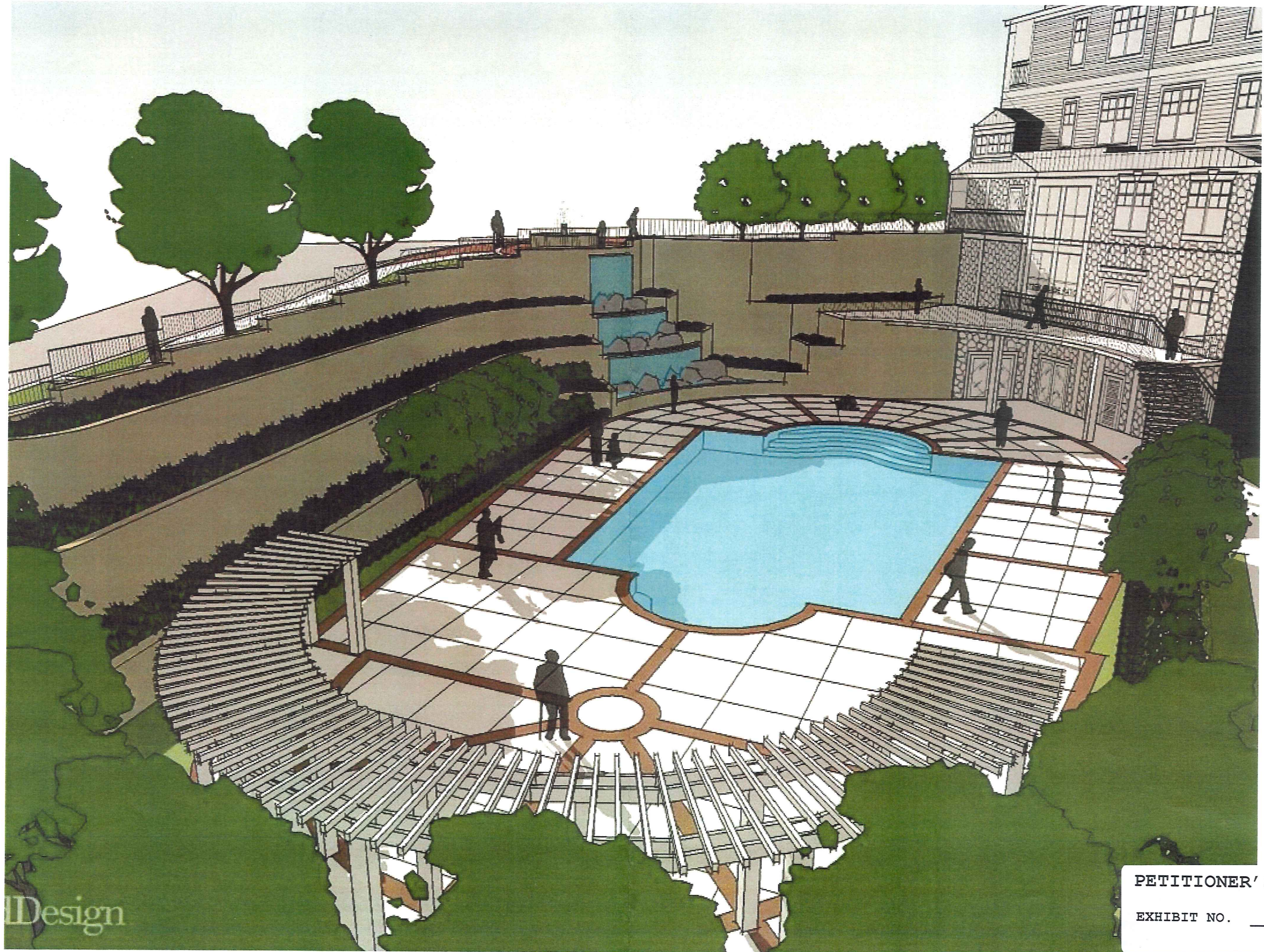
EXHIBIT NO. 5 A



Design.

PETITIONER'S

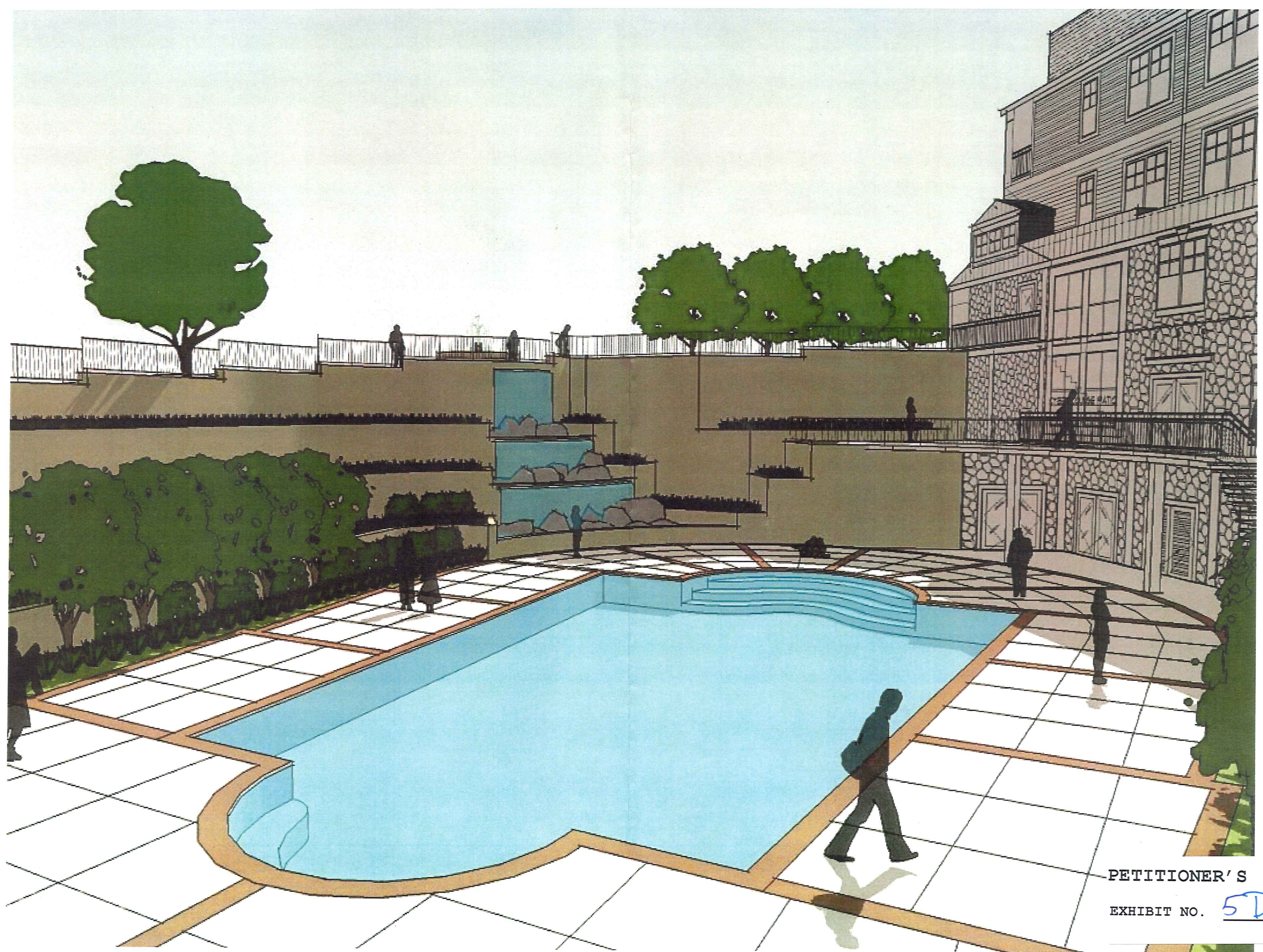
EXHIBIT NO. 5 B



Design

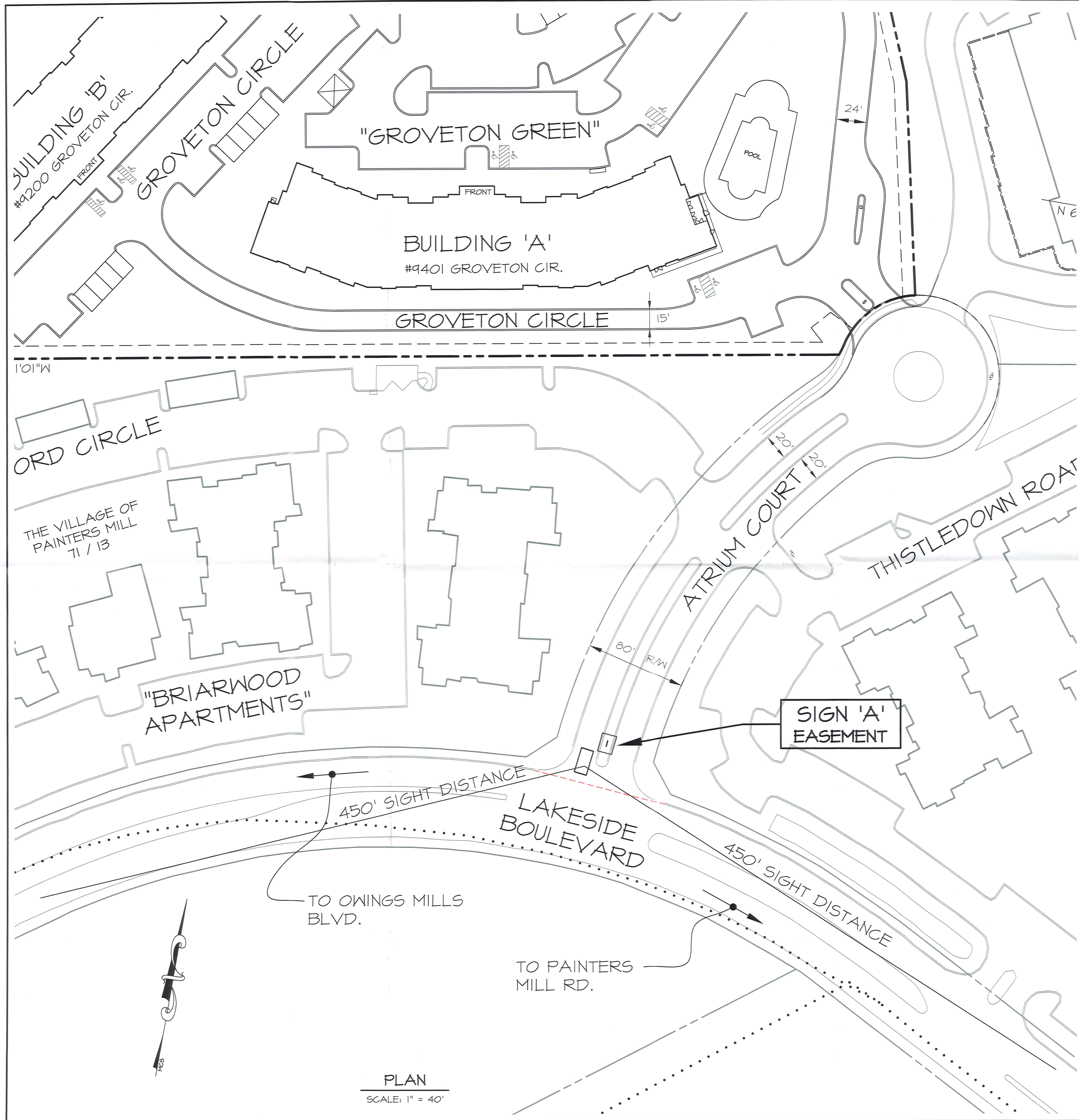
PETITIONER'S

EXHIBIT NO. 5C

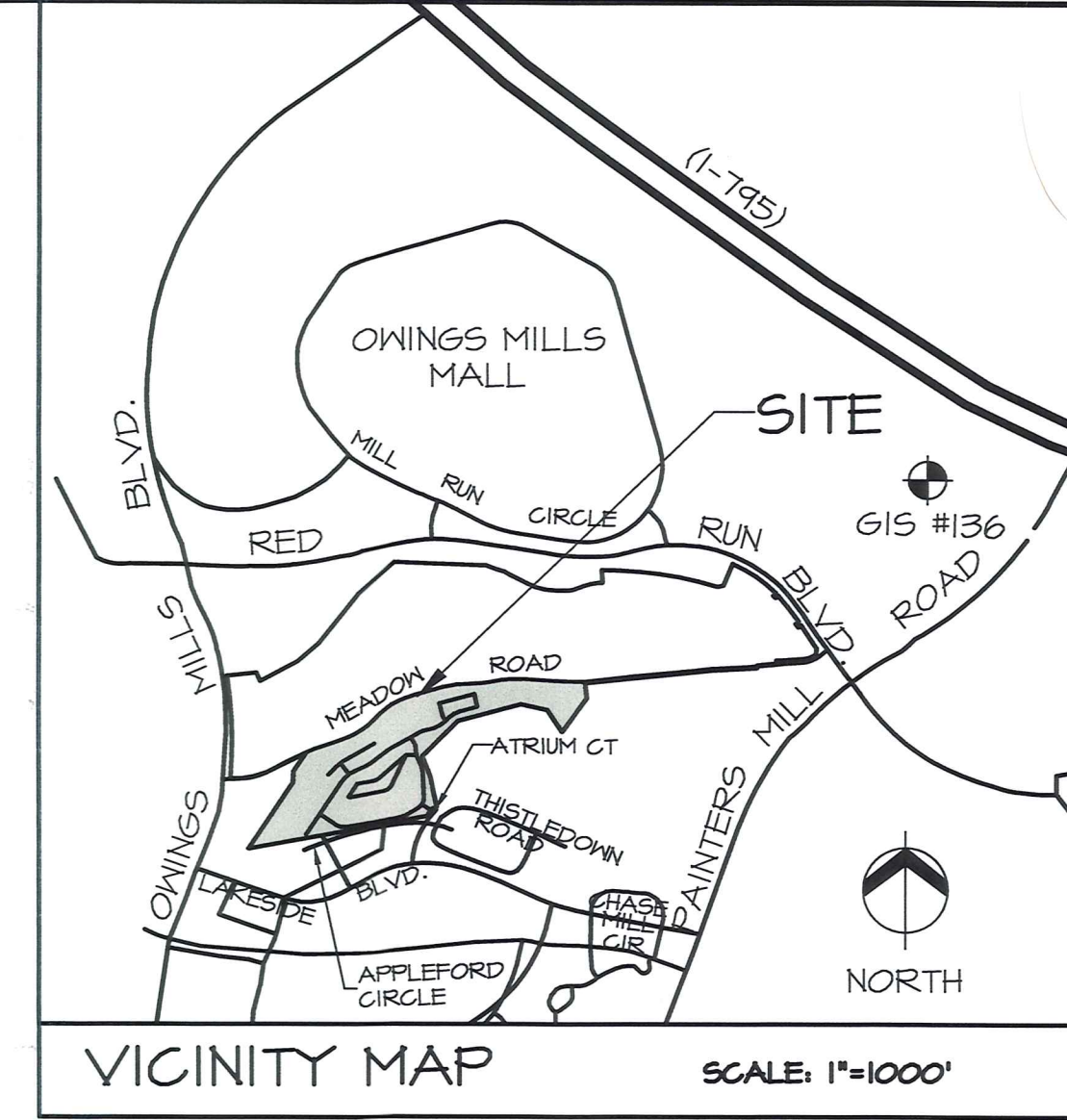


PETITIONER'S

EXHIBIT NO. 5D



PLAN
SCALE: 1" = 40'



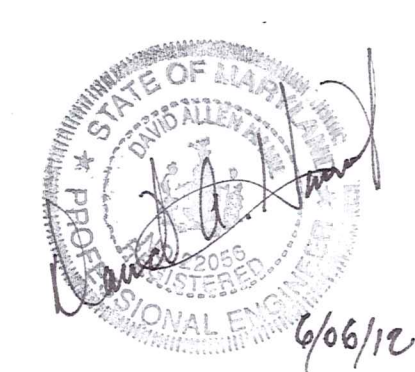
JOB NUMBER: 02T18J
DRAWN BY: MM
DESIGNED BY: MSV
CHECKED BY: MSV

DSthaler
ASSOC., LLC.
CIVIL AND ENVIRONMENTAL ENGINEERS, SURVEYORS
LANDSCAPE ARCHITECTS & LAND PLANNERS
7115 AVENUE 4200, SUITE 101
BLOOMINGDALE, MARYLAND 21044-7428
P.O. BOX 10001
410-444-3641
www.dsthaler.com

REVISIONS	
Date	Description



SIGHT DISTANCE EXHIBIT
ATRIUM COURT
A.K.A. GROVETON GREEN
ELECTION DISTRICT No. 2
BALTIMORE COUNTY, MARYLAND
COUNCILMANIC DISTRICT C-4


 PROFESSIONAL CERTIFICATE:
 I HEREBY CERTIFY THAT THESE
 DOCUMENTS WERE PREPARED OR
 APPROVED BY ME, AND THAT I AM A
 DULY LICENSED PROFESSIONAL
 ENGINEER UNDER THE LAWS OF THE
 STATE OF MARYLAND, LICENSE NO.
 13006, EXPIRATION DATE: 7-30-12.

SCALE: 1"=40'
 DATE: JUNE 6, 2012
 SHEET 1 OF 1

PETITIONER'S
EXHIBIT NO. 6



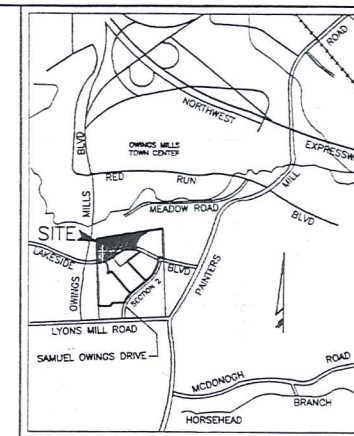
PETITIONER'S

EXHIBIT NO.

7

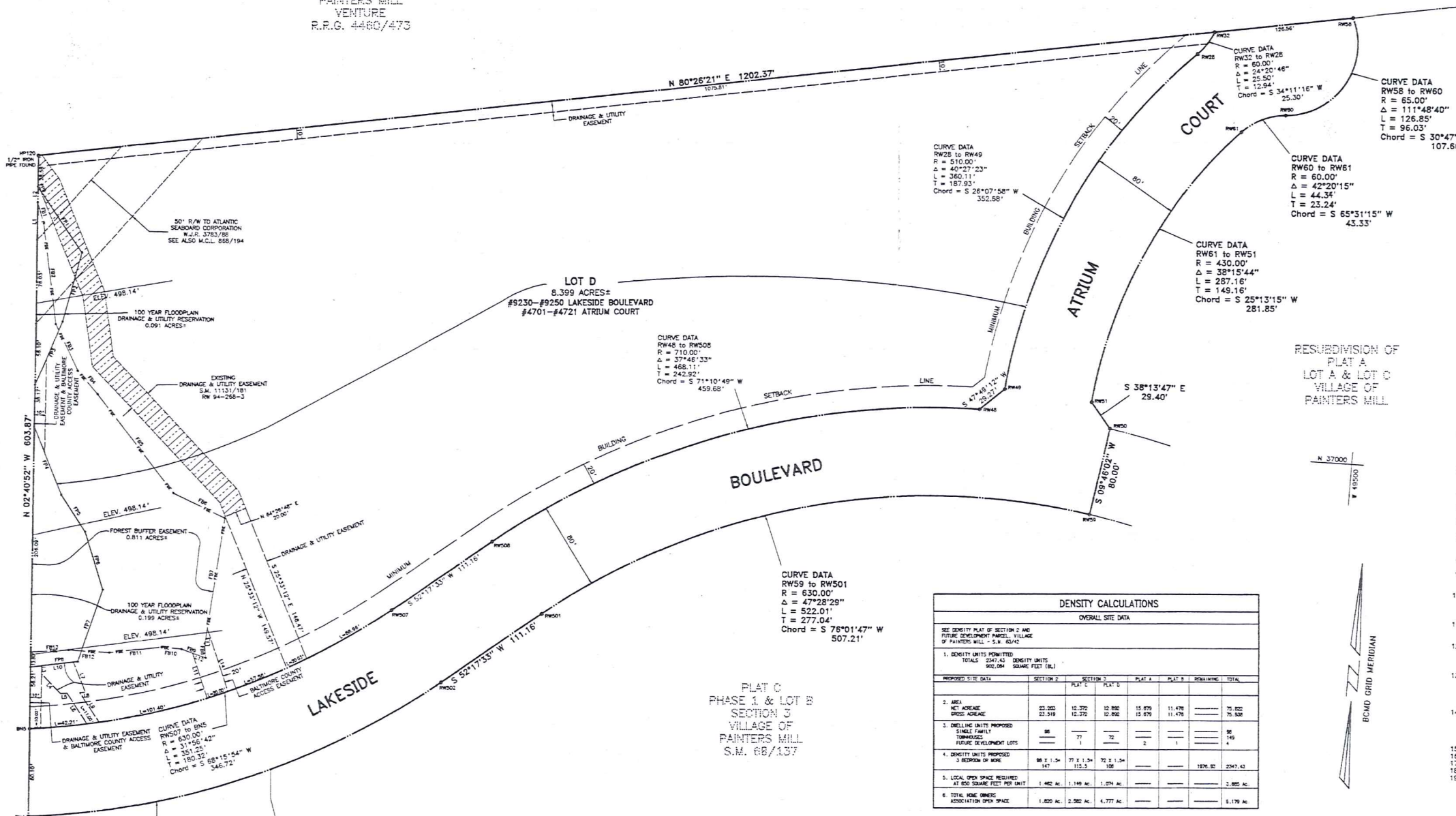


PAINTERS MILL
VENTURE
R.P.G. 4460/473



VICINITY MAP
SCALE: 1" = 2000'

PAINTERS MILL
VENTURE
R.P.G. 4460/473



GENERAL NOTES

- Highways and highway easements, drainage and utility easements, access easements, forest conservation and forest buffer areas in fee or easement, greenway areas in fee or easement and storm water management areas, no matter how entitled, shown hereon, are reserved unto the owner and, except for those indicated as private, owner, no personal representatives and assigns will convey said areas by deed, to Baltimore County, Maryland, at no cost. Until such time as said conveyance is accepted by Baltimore County, the owner authorizes the Baltimore County, its agents and assigns, the right to enter upon the property for the purpose of installing, constructing, maintaining and repairing roads, utility lines and facilities, and storm water management ponds and facilities.
- Streets and/or roads shown hereon and the mention thereof in deeds are for purposes of description only, and the same are not intended to be dedicated to public use, the fee simple title to the beds thereof is expressly reserved in the grant of the deed to which this plat is attached, their heirs and assigns.
- The recording of this plat does not constitute or imply acceptance by the county of any street, easement, park, open space or other public area shown on the plat.
- The recording of this plat does not guarantee the installation of streets or utilities by Baltimore County.
- This plat may expire in accordance with the provisions of the Baltimore County Code, Section 26-216.
- The information shown hereon may be superseded by a subsequent or amended plat.
- Additional information concerning this plat may be obtained from the Baltimore County Department of Permits and Development Management and the Department of Public Works.
- The Fourth Revised Second Amended CRG plan DRC #03028M for the property shown on this plat was approved on June 5, 1998.
- The owner/developer will comply with the best management practices adopted by the Baltimore County Department of Environmental Protection and Resource Management.
- There shall be no clearing, grading, construction or disturbance of vegetation in the forest buffer easement except as permitted by the Baltimore County Department of Environmental Protection and Resource Management.
- Any forest buffer easement shown hereon is subject to protective covenants which may be found in the Land Records of Baltimore County and which restrict disturbance and use of these areas.
- The area designated as a floodplain includes the area inundated by the 100-year frequency storm and a minimum of 1 foot vertical freeboard. The elevations shown on the floodplain sections are the 100-year design frequency surface elevations.
- Except as otherwise indicated, all building restriction lines shown hereon have been placed as the result of an interpretation only of currently applicable regulations and policies of the Baltimore County Office of Planning and Zoning. Exceptions to these restrictions may apply.
- The approval of this plat is based upon a reasonable expectation that the water and sewer service which is planned for the development will be available when needed. However, building permits may not be issued until the planned water and sewer facilities are completed and determined to be adequate to serve the proposed development.
- This site is located in the Gwynns Falls Sewershed.
- Total area of lot = 8.399 Acres.
- Total area of plat = 11.476 Acres.
- Total area of highway acquisition = 2.787 Acres.
- The purpose of this plat is to adjust the location of the cul de sac for the road formerly called Macdonald court which is now called Atrium Court.

DENSITY CALCULATIONS

OVERALL SITE DATA	
SEE DENSITY PLAN OF SECTION 3 AND FUTURE DEVELOPMENT PARCEL, VILLAGE OF PAINTERS MILL, S.M. 68/136	
1. DENSITY UNITS PROPOSED	TOTALS: 2347.43 DENSITY UNITS
2. AREA	ACRES
3. UNCL. LINE UNITS PROPOSED	ACRES
4. DENSITY UNITS PROPOSED	ACRES
5. LOCAL OPEN SPACE REQUIRED	AT END SCHEME FEET PER UNIT
6. TOTAL OPEN SPACE	ASSOCIATION OPEN SPACE

A RESUBDIVISION OF LOT D VILLAGE OF PAINTERS MILL

(PREVIOUSLY RECORDED AS A PORTION OF "PLAT B, LOT D, VILLAGE OF PAINTERS MILL" S.M. 68/136 AND A PORTION OF "PLAT A, LOT A & LOT C, VILLAGE OF PAINTERS MILL" S.M. 68/135)

ELECTION DISTRICT 2 BALTIMORE COUNTY, MARYLAND
SCALE: 1" = 50' AUGUST 18, 1998

S.M. 71-12
Filed for record
S.M. 71 FOLIO 12
Date SEP 80 1998
Test
Clerk

APPROVED: Director of Department of Environmental Protection and Resource Management Date 9/16/98	NOTE: Roads and utilities, for which easements are laid out and shown hereon, have been designed by Edmund F. Hallie under his Maryland Registered Professional Engineer License No. 3860.	OWNER / DEVELOPER LYONS MILL ASSOCIATES LIMITED PARTNERSHIP 17 W. PENNSYLVANIA AVENUE TOWSON, MARYLAND 21204 DEED REFERENCE: S.M. LIBER 8487 FOLIO 391 TAX ACCOUNT: 22-90-027902	NOTE: COORDINATES AND BEARINGS shown on this plat are referred to the system of coordinates established in the Baltimore County Metropolitan District and are based on the following traverse stations: X=6479 N 35305.63 Y=49431.58 X=6481 N 35222.17 Y=50886.64	OWNER'S CERTIFICATE The undersigned, owner of the land shown on this plat, hereby certifies that, to the best of his knowledge, the requirements of Subsection (c) of Section 3-108 of the Real Property Article of the Annotated Code of Maryland have been complied with, insofar as same concerns the making of this plat and setting of the markers. LYONS MILL ASSOCIATES LIMITED PARTNERSHIP By: CONTINENTAL REALTY INVESTORS CORP., GENERAL PARTNER John A. Luekenmeyer, Jr., PRESIDENT Date 8-24-98	SURVEYOR'S CERTIFICATE The undersigned, a Property Line Surveyor of the State of Maryland, does hereby certify that he is the surveyor who prepared this plat and that the land shown on this plat has been laid out, and the plat thereof has been prepared, in compliance with Subsection (c) of Section 3-108 of the Real Property Article of the Annotated Code of Maryland, particularly insofar as same concerns the making of the plat and setting the markers. Thomas R. Curtis, Property Line Surveyor No. 260 Date 8-18-98	 Daft · McCune · Walker, Inc. A Team of Land Planners, Landscape Architects, Engineers, Surveyors & Environmental Professionals 200 East Pennsylvania Avenue Towson, Maryland 21206 410 286 3333 Fax 296 4705
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PETITIONER'S
EXHIBIT NO. 8