

M E M O R A N D U M

DATE: August 25, 2016
TO: Zoning Review Office
FROM: Office of Administrative Hearings
RE: Case No. 2016-0300-SPH – Appeal Period Expired

The appeal period for the above-referenced case expired on August 24, 2016. 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

IN RE: PETITION FOR SPECIAL HEARING *

(14401 A Cuba Road)

8th Election District *

3rd Council District *

Crusader Homes, LLC *

Legal Owner *

Robert V. Spadaro

Petitioner *

BEFORE THE

OFFICE OF

ADMINISTRATIVE HEARINGS

FOR BALTIMORE COUNTY

Case No. 2016-0300-SPH

* * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings (OAH) for consideration of a Petition for Special Hearing filed by Robert V. Spadaro, Petitioner. This case involves property located at 14401 A Cuba Road (the "subject property"), owned by Crusader Homes, LLC ("Crusader"). Mr. Spadaro, who filed the petition, lives immediately adjacent to the subject property at 14407 Cuba Road.

The Special Hearing was filed pursuant to § 500.7 of the Baltimore County Zoning Regulations ("B.C.Z.R.") to determine: (1) whether a single family home being constructed on a parcel known as Tax Map 33, Parcel 130 violates the density regulations of the RC 7 or the RC 4 zoning district; and (2) whether the parcel known as Tax Map 33, Parcel 130 is a valid building lot and/or an illegal subdivision.

Robert Spadaro and surveyor Bruce Doak appeared in support of the petition. David S. Lynch, Esq. represented Petitioner. Tim Burkard attended on behalf of Crusader Homes, LLC, represented by Jennifer Busse, Esq. The Petition was advertised and posted as required by the Baltimore County Zoning Regulations. A Zoning Advisory Committee (ZAC) comment was received from the Department of Planning (DOP). That agency opined the property was not legally subdivided and it does not recognize the subject property as a "valid building lot."

ORDER RECEIVED FOR FILING

Date

By

7-25-16

sen

Motion to Dismiss

As an initial matter Crusader filed a motion to dismiss the case, contending Petitioner does not have any legal or equitable interest in the subject property. The motion was denied at the outset of the hearing. Both Maryland case law and B.C.Z.R. §500.7 provides for any “interested person” to obtain an interpretation of the Regulations. A special hearing request has been likened to a declaratory judgment proceeding, and the request will be addressed as such. Antwerpen v. Baltimore County, 163 Md. App. 194, 209 (2005). Here, Mr. Spadaro lives immediately adjacent to the subject property and I believe the petition was properly filed. See, e.g., Marzullo v. Kahl, 366 Md. 158, 165 (2001).

Special Hearing

As for the merits of the case, I believe the conveyance in 1987 (Petitioner’s Ex. 5) constituted an illegal subdivision that did not create a lawful building lot. Some historical background is required to place the question in an appropriate context.

In 1981, Baltimore County approved a final subdivision plat for “Scott’s Manor.” Petitioner’s Ex. 3. The plat created a two lot subdivision: Lot 1 was 6.5 acres and Lot 2 (on which Mr. Spadaro resides) was 3 acres. Both Lots are improved with single-family dwellings. Only Lot 1 is involved in this case. In 1987, Sue Seivold conveyed by deed (Petitioner’s Ex. 5) part of Lot 1 to Robert and Jean Clark, Crusader’s predecessor in title. At the time of the conveyance the property was zoned RC-4. The deed conveyed a 2 acre parcel (identified hereinabove as the “subject property”) to Mr. and Mrs. Clark who, according to a declaration filed in 1987 (Petitioner’s Ex. 6), acquired the parcel to have additional yard space for their home, located on a 1 acre parcel known as 14401 Cuba Road which adjoins the subject property. No formal (re)subdivision of Lot 1 ever occurred, and the Scott’s Manor subdivision plat has not

ORDER RECEIVED FOR FILING

Date

7-25-16

By

SEN

been amended since it was recorded in 1981. Crusader Homes is in the process of constructing a dwelling on the 2 acre parcel. The subject property was rezoned from RC 4 to RC 7 in 2004, a fact Crusader deems dispositive, as discussed below.

The conveyance in 1987 of the subject property, at which time it was zoned RC 4, was in violation of the density regulations at B.C.Z.R. §1A03.4, and Crusader does not argue to the contrary. The property was also zoned RC 4 in 1981 when the Scott's Manor plat was created and recorded. That plat, as required by B.C.Z.R. §1B01.3.B.2 (which is applicable in RC Zones per §1A00.4), contains a notation regarding density, showing that two lots were permitted under the RC 4 density regulations, and two lots were also shown and proposed on that plat. The Regulations require this notation so that one can determine if any additional density remains on the platted tract. In fact, the intent of the law is to "prohibit subdivision or resubdivision of portions of a tract in a D.R. zone in a manner so as to exceed the total number of dwelling or density units allowed under the applicable D.R. Zone(s) for the entire tract." Id. The 1987 deed recited the conveyance was "a part of Lot 1 of 'Scott's Manor,'" (i.e., 2 acres of the 6.5 acre Lot 1). This resubdivision of Lot 1 would create three density units for the 10.2 acre Scott's Manor tract, when only two were permitted. It was thus an illegal subdivision.

Crusader contends that upon being rezoned RC 7 in 2004, the subject property became a lawful building lot pursuant to B.C.Z.R. §1A08.6.B.4. That regulation states that "[a]ny lot or parcel of land *lawfully existing on the effective date of Bill 74-2000* may be developed with a single dwelling." (Emphasis added). While it may be that the 2 acre subject property existed as a parcel of land in 2000 (when the RC 7 zone was created), it was not "lawfully existing" at that time, as discussed in the preceding paragraph. Thus, §1A08.6.B.4 is not applicable and cannot legitimize the 1987 conveyance.

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Date

7-25-16

By

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In addition, even assuming *arguendo* that regulation was applicable, Crusader would still be confronted with the issue of the Scott's Manor plat, which would need to be amended. That is because zoning ordinances do not create lots. Friends of the Ridge v. BGE, 352 Md. 645 (1999). Lots are created using the subdivision regulations, and the County Code specifies that a "person may not convey a lot, parcel or tract of a subdivision unless a plat, if required, has been recorded in accordance with this title." BCC §32-4-108(a). In addition, Crusader argues the 1987 conveyance created an additional building lot on the tract. If that were the case, it would be deemed a "material amendment" to the approved Scott's Manor plat, which would require review under Article 32, Title 4 of the County Code for "compliance with all current law." BCC §32-4-262(2). That was not done, which is another reason a "buildable lot" was not created by the 1987 deed. Id.

Crusader cited a 2006 Baltimore County circuit court opinion (Case No. 03-C-06-001697) in support of its position that the rezoning of the subject property—even though technically a downzoning from RC 4 to RC 7—had the anomalous effect of yielding an additional building lot. Having reviewed that opinion I do not believe it is applicable. In that case, the original RC 4 tract of 72 acres was subdivided in a lawful fashion to create three RC 4 lots. The property was then "downzoned" from RC 4 to RC 2. Due to a unique provision in the RC 2 regulations, each of the three RC 4 lots were able to be subdivided, yielding six total lots. B.C.Z.R. §1A01.3.B.1. In the present case, the subject property was rezoned from RC 4 to RC 7, not RC 2. The unique provision found in the RC 2 regulations, which was the basis of the circuit court's decision in the cited case, has no application in the RC 7 zone.

ORDER RECEIVED FOR FILING

Date 7-25-16

By SEN

THEREFORE, IT IS ORDERED this 25th day of **July, 2016** by this Administrative Law Judge, that the Petition for Special Hearing pursuant to B.C.Z.R. § 500.7, be and is hereby GRANTED, based upon the following determinations:

- 1) The single family dwelling being constructed on the subject property violates the density regulations of the RC 7 and RC 4 zones; and
- 2) The subject parcel is not a valid building lot and resulted from an illegal subdivision by deed.

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



JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:slh

ORDER RECEIVED FOR FILING

Date 7-25-16

By slh



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 14401A Cuba Road, MD 21030

which is presently zoned R.C. 7

Deed References: Bk. 35546, p. 28

10 Digit Tax Account # 2 0 0 0 0 1 3 0 5 8

Property Owner(s) Printed Name(s) Crusader Homes, LLC

(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

(See attachment A)

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)

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:~~ Legal Owner

Crusader Homes, LLC
Name- Type or Print

Signature

14403 Cuba Rd Cockeysville MD
Mailing Address City State

21030 / 410-804-7799 /
Zip Code Telephone # Email Address

Attorney for Petitioner:

David S. Lynch, Esquire

Name- Type or Print

David A. Lynch
Signature

401 Washington Ave., Suite 803 Towson MD
Mailing Address City State

21204 / 410-296-8166 x113 /
Zip Code Telephone # Email Address

davidlynch@gmacynelson.com

CASE NUMBER 2016-0300-SPH Filing Date 5/27/16

~~Legal Owners (Petitioners):~~

Robert V. Spadaro

Name #1 - Type or Print

Name #2 - Type or Print

[Signature]
Signature #1

Signature #2

14407 Cuba Road Cockeysville MD
Mailing Address City State

21030 / /
Zip Code Telephone # Email Address

Representative to be contacted:

David S. Lynch, Esquire

Name - Type or Print

David A. Lynch
Signature

401 Washington Ave., Suite 803 Towson MD
Mailing Address City State

21204 / 410-296-8166 x113 /
Zip Code Telephone # Email Address

davidlynch@gmacynelson.com

Do Not Schedule Dates: Reviewer AT

Attachment A

1. Whether a single family home being constructed on a parcel known as Tax Map 33, parcel 130 violates the density regulations of the R.C. 7 or the R.C. 4 zoning district, where the zoning classification was changed to R.C 7 from R.C. 4 during the 1996 CZMP and the entire Lot is 6.501 acres with an existing home?
2. Whether the parcel known as Tax Map 33, parcel 130 is a valid building lot and/or an illegal subdivision where that parcel was created by deed (Liber 7430, Folio 568- attached as Ex. A1; *see also* Declaration attached as Ex. A2) and remains part of Lot 1 of the Scotts Manor subdivision (Plat Book #48, Folio #110)?

2016-0300 SPH

ZONING HEARING PROPERTY DESCRIPTION

PART A:

ZONING PROPERTY DESCRIPTION FOR- 14401A Cuba Rd, MD 21030

Beginning at a point on the North side of Cuba Road which has a 60' right-of-way at the distance of 800' (+/-) South of the centerline of Worthington Heights Parkway, which has a 20' right-of-way than 187' North on shared access.

PART B:

Thence the following courses and distances: (1st Point of Call "POC") N. 5° 12' 28" W. 319', (2nd POC) N. 81° 47' 51" E. 308.6'; (3rd POC) S. 5° 34' 44" E. 339'; (4th POC) N. 63° 58' 15" W. 185.05'; and (5th POC) S. 53° 36' 25" 177.85' back to the point of beginning as recorded in Deed Liber 35546, Folio 00028 containing 2.00118 acres. Located in the 8th Election District and 3rd Councilmanic District.

Also being known as part of Lot 1 of Scotts Manor Subdivision, which is recorded in Baltimore County Plat Book #48, Folio #110, containing 6.501 acres. Located in the 8th Election District and 3rd Council District.

2016-0300-SPH



501 N. Calvert St., P.O. Box 1377
Baltimore, Maryland 21278-0001
tel: 410/332-6000
800/829-8000

WE HEREBY CERTIFY, that the annexed advertisement of Order No 4264825

Sold To:

Law Offices of G. Macy Nelson, LLC - CU00545250
401 Washington Ave
Ste 803
Towson, MD 21204-4806

Bill To:

Law Offices of G. Macy Nelson, LLC - CU00545250
401 Washington Ave
Ste 803
Towson, MD 21204-4806

Was published in "Jeffersonian", "Bi-Weekly", a newspaper printed and published in Baltimore County on the following dates:

Jun 23, 2016

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: # 2016-0300-SPH
14401A Cuba Road
N/s Cuba Road, 800 ft. S/of centerline of Worthington Heights Pkwy
8th Election District - 3rd Councilmanic District
Petitioner(s): Robert Spadaro
Legal Owner(s): Crusader Homes, LLC
SPECIAL HEARING: 1. Whether a single family home being constructed on a parcel known as Tax Map 33, parcel 130 violates the density regulations of the RC 7 or the RC 4 zoning district where the zoning classification was changed to RC 7 and RC 4 during the 1996 CZMP and the entire Lot is 6.501 acres with an existing home. 2. Whether the parcel known as Tax Map 33, parcel 130 is a valid building lot and/or an illegal subdivision where that parcel was created by deed (Liber 7430, Folio 568-attached as Ex. A1; see also Declaration attached as Ex. A2) and remains part of Lot 1 of the Scotts Manor subdivision (Plat Book #48, Folio #110).
Hearing: Thursday, July 14, 2016 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.
6/206 June 23 4264825

The Baltimore Sun Media Group

By S. Wilkinson
Legal Advertising

Bruce E. Doak Consulting, Inc.
3801 Baker Schoolhouse Road
Freeland, MD 21053
Phone: 443-900-5535 or 410-419-4906
bdoak@bruceedoakconsulting.com

CERTIFICATE OF POSTING

June 22, 2016

Re:
Zoning Case No. 2016-0300-SPH
Petitioner: Robert Spadaro
Hearing date: July 14, 2016

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

Attention: 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 **14401A Cuba Road**.

The sign was posted on June 22, 2016.

Sincerely,



Bruce E. Doak
MD Property Line Surveyor #531

See the attached sheet(s) for the photos of the posted sign(s)



Land Use Expert and Surveyor

ZONING NOTICE

CASE NO. 2016-0300-SPH

14401A Cuba Road

**A PUBLIC HEARING WILL BE HELD BY THE
ADMINISTRATIVE LAW JUDGE
IN TOWSON MARYLAND**

**PLACE: Room 205 JEFFERSON BUILDING
105 W. CHESAPEAKE AVENUE TOWSON, MD 21204**

DATE & TIME: Thursday July 14, 2016 1:30 PM

REQUEST:

**SPECIAL HEARING 1. WHETHER A SINGLE FAMILY HOME BEING
CONSTRUCTED ON A PARCEL KNOWN AS TAX MAP 33, PARCEL 130
VIOLATES THE DENSITY REGULATIONS OF THE RC 7 OR THE RC 4
ZONING DISTRICT WHERE THE ZONING CLASSIFICATION WAS
CHANGED TO RC 7 AND RC 4 DURING THE 1996 CZMP AND THE ENTIRE
LOT IS 6.501 ACRES WITH AN EXISTING HOME 2. WHETHER THE
PARCEL KNOWN AS TAX MAP 33, PARCEL 130 IS A VALID BUILDING LOT
AND/OR AN ILLEGAL SUBDIVISION WHERE THAT PARCEL WAS CREATED
BY DEED (LIBER 7430, FOLIO 568- ATTACHED AS EX. A1; SEE ALSO
DECLARATION ATTACHED AS EX. A2) AND REMAINS PART OF LOT 1 OF
THE SCOTTS MANOR SUBDIVISION (PLAT BOOK #48, FOLIO #110)**

**POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES
NECESSARY. TO CONFIRM THE HEARING CALL 410-887-3391.**

**DO NOT REMOVE THIS SIGN AND POST UNTIL THE DAY OF THE HEARING UNDER
PENALTY OF LAW.**

THE HEARING IS HANDICAPPED ACCESSIBLE





KEVIN KAMENETZ
County Executive

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

June 14, 2016

NOTICE OF ZONING HEARING

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CASE NUMBER: 2016-0300-SPH

14401A Cuba Road

N/s Cuba Road, 800 ft. S/of centerline of Worthington Heights Pkwy

8th Election District – 3rd Councilmanic District

Petitioner's: Robert Spadaro

Legal Owner's: Crusader Homes, LLC

Special Hearing 1. Whether a single family home being constructed on a parcel known as Tax Map 33, parcel 130 violates the density regulations of the RC 7 or the RC 4 zoning district where the zoning classification was changed to RC 7 and RC 4 during the 1996 CZMP and the entire Lot is 6.501 acres with an existing home. 2. Whether the parcel known as Tax Map 33, parcel 130 is a valid building lot and/or an illegal subdivision where that parcel was created by deed (Liber 7430, Folio 568-attached as Ex. A1; see also Declaration attached as Ex. A2) and remains part of Lot 1 of the Scotts Manor subdivision (Plat Book #48, Folio #110)

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105 West Chesapeake Avenue, Towson 21204

A handwritten signature in dark ink, appearing to read "Arnold Jablon", is written over a horizontal line.

Arnold Jablon
Director

AJ:kl

C: David Lynch, 401 Washington Avenue, Ste. 803, Towson 21204
Robert Spadaro, 14407 Cuba Road, Cockeysville 21030
Crusader Homes, LLC, 14403 Cuba Road, Cockeysville 21030

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY FRIDAY, JUNE 24, 2016**
- (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.

TO: PATUXENT PUBLISHING COMPANY
Thursday, June 23, 2016 Issue - Jeffersonian

Please forward billing to:

David S. Lynch, Esq.
Law Offices of G. Macy Nelson, LLC
401 Washington Avenue, Ste. 803
Towson, MD 21204

410-296-8166 ext. 113

NOTICE OF ZONING HEARING

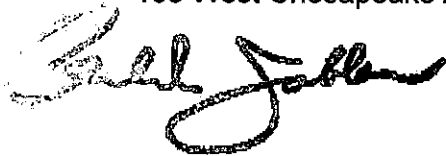
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Arnold Jablon
Director of Permits, Approvals and Inspections for Baltimore County

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KEVIN KAMENETZ
County Executive

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

June 14, 2016

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Arnold Jablon
Director

AJ:kl

C: David Lynch, 401 Washington Avenue, Ste. 803, Towson 21204
Robert Spadaro, 14407 Cuba Road, Cockeysville 21030
Crusader Homes, LLC, 14403 Cuba Road, Cockeysville 21030

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

RE: PETITION FOR SPECIAL HEARING * BEFORE THE OFFICE
14401A Cuba Road; N/S Cuba Road, 800' S * OF ADMINISTRATIVE
of c/line Worthington Heights Parkway * HEARINGS FOR
8th Election & 3rd Councilmanic Districts *
Legal Owner(s): Robert V. Spadaro *
Contract Purchaser(s): Crusader Homes, LLC *
Petitioner(s) * BALTIMORE COUNTY
* 2016-300-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.

RECEIVED

JUN 14 2016

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 14th day of June, 2016, a copy of the foregoing Entry of Appearance was mailed to David Lynch, Esquire, 401 Washington Avenue, Suite 803, Towson, Maryland 21204, Attorney for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

**DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS
ZONING REVIEW OFFICE**

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 legal owner/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 legal owner/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:

Case Number: 2016-0300-SPH
Property Address: 14401A CUBA ROAD
Property Description: _____

~~Legal Owners~~ (Petitioners): Robert Spadaro
~~Contract Purchaser/Lessee~~: 14407 Cuba Rd, Cockeysville MD 21030

PLEASE FORWARD ADVERTISING BILL TO:

Name: David S. Lynch, Esquire
Company/Firm (if applicable): Law Office of G. Macy Nelson, LLC
Address: Suite 803
401 Washington Avenue
Towson, MD 21204
Telephone Number: 410-296-8166 x 113

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

No.

139285

Date:

5/27/16

PAID RECEIPT

BUSINESS ACTUAL TIME DRW
5/27/2016 5/27/2016 11:22:19 2

5/27/2016 MAIL JEE
RECEIPT # 967466 5/27/2016 CFLH

Dept 5 528 ZONING VERIFICATION
CR NO. 139285

Receipt Tot \$75.00
\$75.00 CK \$1.00 CA
Baltimore County, Maryland

Fund	Dept	Unit	Sub Unit	Obj	Sub Obj	Dept Obj	BS Acct	Amount
001	806	0000		6150				\$75-

Total:

\$75-

Rec

From:

G. MACY NELSON, LLC

For:

14401-A CUBA ROAD

2016-0300 SPH

DISTRIBUTION

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

CASHIER'S
VALIDATION



KEVIN KAMENETZ
County Executive

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

July 6, 2016

Robert V Spadaro
14407 Cuba Road
Cockeysville MD 21030

RE: Case Number: 2016-0300 SPH, Address: 14401 A Cuba Road

Dear Mr. Spadaro:

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits, Approvals, and Inspection (PAI) on May 27, 2016. 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 horizontal line.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR: jaw

Enclosures

c: People's Counsel
Crusader Homes LLC, 14403 Cuba Road, Cockeysville MD 21030
David S Lynch, Esquire, 401 Washington Avenue, Suite 803, Towson MD 21204

Pet. #7

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor



Pete K. Rahn, Secretary
Gregory C. Johnson, P.E., Administrator

Date: 6/13/16

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

Dear Ms. Lewis:

Thank you for the opportunity to review your referral request on the subject of the Case number referenced below. 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 Case No. 2016-0300-SFH

*Special Hearing
Robert V. Spadaro
14401 A Cube Road*

Should you have any questions regarding this matter, please contact Mr. Richard Zeller at 410-229-2332 or 1-866-998-0367 (in Maryland only) extension 2332, or by email at (rzeller@sha.state.md.us).

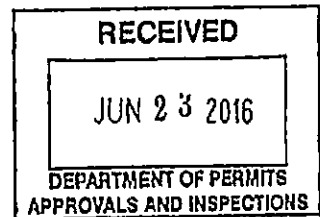
Sincerely,

A handwritten signature in black ink that reads "Richard A. Zeller".

Wendy Wolcott, PLA
Acting Metropolitan District Engineer – District 4
Baltimore & Harford Counties

WW/RAZ

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 June 13, 2016
Item No. 2016-0283, 0284, 0298, 0300, 0301, 0302, 0303, 0304, 0306,
0309 and 0310

DATE: June 15, 2016

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\ZAC06132016.doc

BALTIMORE COUNTY, MARYLAND

Inter-Office Correspondence



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

FROM: Jeff Livingston, Department of Environmental Protection and
Sustainability (EPS) - Development Coordination

DATE: June 22, 2016

SUBJECT: EPS Comment for Zoning Item # 2016-0300-SPH
Address 14401-A Cuba Road
(Spadaro Property)

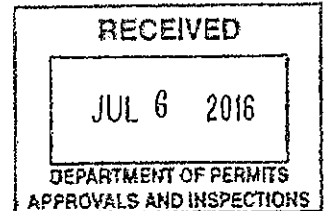
Zoning Advisory Committee Meeting of **June 13, 2016.**

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

Reviewer: Steve Ford

Date: 06-22-2016

**BALTIMORE COUNTY, MARYLAND
INTER-OFFICE MEMORANDUM**



TO: Arnold Jablon
Deputy Administrative Officer and
Director of Permits, Approvals and Inspections

DATE: June 28, 2016

FROM: Andrea Van Arsdale
Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
Case Number: 16-300

INFORMATION:

Property Address: 14401A Cuba Road
Petitioner: Robert V. Spadaro
Zoning: RC 7
Requested Action: Special Hearing

The Department of Planning has reviewed the petition for a special hearing to determine whether or not the Administrative Law Judge should approve:

1. Whether a single family home being constructed on a parcel known as Tax Map 33, parcel 130 violates the density regulation of the R.C. 7 or the R.C. 4 zoning district, where the zoning classification was changed to R.C. 7 from R.C. 4 during the 1996 CZMP and the entire lot is 6.501 acres with an existing home.
2. Whether the parcel known as Tax Map 33, parcel 130 is a valid building lot and/or an illegal subdivision where that parcel was created by deed (Liber 7430, Folio 568) and remains part of Lot 1 of the Scotts Manor subdivision (Plat Book #48, Folio #110).

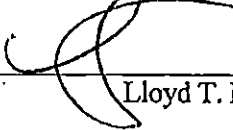
The Department does not support granting the petitioned zoning relief. Based upon information available to it at this time, the Department does not recognize the parcel shown as Tax Map 33, parcel 130 as a valid building lot.

No devolution of title with professional signature and seal was submitted in support of the petition. Research conducted by the Department shows that the subject property was zoned R.C. 4 in 1994 and remained that way until the CZMP process in 2004 rezoned it to R.C. 7. Further, the last recorded document attached to the property having the benefit of Baltimore County approval is a subdivision plat approved in 1982 wherein the density notes indicate 2 lots were allowed and 2 lots were ultimately approved thereby utilizing all available density. The petitioner may consider conducting research among the records of the Department of Environmental Protection and Sustainability to determine if the subject parcel may exist as a "health master".

Date: June 28, 2016
Subject: ZAC #16-300
Page 2

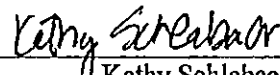
For further information concerning the matters stated herein, please contact Carmela Iacovelli at 410-887-3480.

Prepared by:



Lloyd T. Moxley

Division Chief:



Kathy Schlabach

AVA/KS/LTM/ka

c: Carmela Iacovelli
David S. Lynch, Esquire
Office of the Administrative Hearings
People's Counsel for Baltimore County



KEVIN KAMENETZ
County Executive

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

July 6, 2016

Robert V Spadaro
14407 Cuba Road
Cockeysville MD 21030

RE: Case Number: 2016-0300 SPH, Address: 14401 A Cuba Road

Dear Mr. Spadaro:

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits, Approvals, and Inspection (PAI) on May 27, 2016. 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." in a cursive style.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR: jaw

Enclosures

c: People's Counsel
Crusader.Homes LLC, 14403 Cuba Road, Cockeysville MD 21030
David S Lynch, Esquire, 401 Washington Avenue, Suite 803, Towson MD 21204

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor



Pete K. Rahn, Secretary
Gregory C. Johnson, P.E., Administrator

Date: 6/13/16

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

Dear Ms. Lewis:

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*Special Hearing
Robert V. Spadaro
14401 A Cube Road.*

Should you have any questions regarding this matter, please contact Mr. Richard Zeller at 410-229-2332 or 1-866-998-0367 (in Maryland only) extension 2332, or by email at (rzeller@sha.state.md.us).

Sincerely,

Wendy Wolcott, PLA
Acting Metropolitan District Engineer – District 4
Baltimore & Harford Counties

WW/RAZ

7-14

BALTIMORE COUNTY, MARYLAND INTER-OFFICE MEMORANDUM

TO: Arnold Jablon
Deputy Administrative Officer and
Director of Permits, Approvals and Inspections

DATE: June 28, 2016

FROM: Andrea Van Arsdale
Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
Case Number: 16-300

RECEIVED

JUN 29 2016

INFORMATION:

Property Address: 14401A Cuba Road
Petitioner: Robert V. Spadaro
Zoning: RC 7
Requested Action: Special Hearing

OFFICE OF ADMINISTRATIVE HEARINGS

The Department of Planning has reviewed the petition for a special hearing to determine whether or not the Administrative Law Judge should approve:

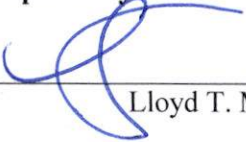
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For further information concerning the matters stated herein, please contact Carmela Iacovelli at 410-887-3480.

Prepared by:



Lloyd T. Moxley

Division Chief:



Kathy Schlabach

AVA/KS/LTM/ka

c: Carmela Iacovelli
David S. Lynch, Esquire
Office of the Administrative Hearings
People's Counsel for Baltimore County

7-14

RECEIVED

BALTIMORE COUNTY, MARYLAND

JUN 22 2016

Inter-Office Correspondence

OFFICE OF ADMINISTRATIVE HEARINGS



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

FROM: Jeff Livingston, Department of Environmental Protection and
Sustainability (EPS) - Development Coordination

DATE: June 22, 2016

SUBJECT: EPS Comment for Zoning Item # 2016-0300-SPH
Address 14401-A Cuba Road
(Spadaro Property)

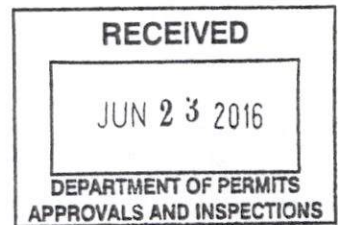
Zoning Advisory Committee Meeting of **June 13, 2016.**

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

Reviewer: Steve Ford

Date: 06-22-2016

BALTIMORE COUNTY, MARYLAND
INTEROFFICE CORRESPONDENCE



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

DATE: June 15, 2016

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

SUBJECT: Zoning Advisory Committee Meeting
For June 13, 2016
Item No. 2016-0283, 0284, 0298, 0300, 0301, 0302, 0303, 0304, 0306,
0309 and 0310

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DAK:CEN
cc:file

G:\DevPlanRev\ZAC -No Comments\ZAC06132016.doc

BALTIMORE COUNTY, MARYLAND

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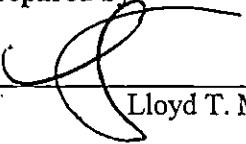
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Prepared by:



Lloyd T. Moxley

Division Chief:



Kathy Schlabach

AVA/KS/LTM/ka

c: Carmela Iacovelli
David S. Lynch, Esquire
Office of the Administrative Hearings
People's Counsel for Baltimore County

Case No.:

2016-0300-SPH

Exhibit Sheet

DEN-25-16

Petitioner/Developer

DEN-25-16

Respondent
~~Protestant~~

No. 1	My Neighborhood Map	letter 6-22-2015 to A. Jablon
No. 2	Plan w/photos	
No. 3	Plat - Scott's Manor	
No. 4	Devolution of Title	
No. 5	Deed - March 2, 1987	
No. 6	Declaration - Nov. 1987	
No. 7	ZAC comments	
No. 8	Deed Plot	
No. 9	SDAT record	
No. 10	Permit Application Data	
No. 11		
No. 12		



My Neighborhood Map

Pct. # 1

Created By
Baltimore County
My Neighborhood



This data is only for general information purposes only. This data may be inaccurate or contain errors or omissions. Baltimore County, Maryland does not warrant the accuracy or reliability of the data and disclaims all warranties with regard to the data, including but not limited to, all warranties, express or implied, of merchantability and fitness for any particular purpose. Baltimore County, Maryland disclaims all obligation and liability for damages, including but not limited to, actual, special, indirect, and consequential damages, attorneys' and experts' fees, and court costs incurred as a result of, arising from or in connection with the use of or reliance upon this data.



Plan to Accompany
Photos

Created By
Baltimore County
My Neighborhood



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Printed 7/13/16

Pat. #7



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GENERAL NOTES

- THE 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 DEEDS THEREOF IS EXPRESSLY RESERVED IN THE GRANTORS OF THE DEED TO WHICH THIS PLAT IS ATTACHED, THEIR HEIRS AND ASSIGNS.
- HIGHWAY & HIGHWAY WIDENING, SLOPE EASEMENTS, & DRAINAGE & UTILITY EASEMENTS SHOWN HEREON ARE RESERVED UNTO THE DEVELOPER AND ARE HEREBY OFFERED FOR DEDICATION TO BALTIMORE CO., MD. THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS SHALL CONVEY SAID AREAS, BY DEED, UNTO BALTIMORE CO., MD., AT NO COST.
- THIS RECORD PLAT MAY NOT BE HONORED BY BALTIMORE COUNTY AFTER FIVE (5) YEARS FROM THE RECORDING DATE. SEE BALTO. CO. BILL # 01-79 (SECTION 22-35-1).

COORDINATES

NO.	NORTH	WEST	NO.	NORTH	WEST
1	81,420.77	26,956.80	12	80,873.91	26,581.22
2	81,848.81	26,763.86	13	81,022.53	26,707.54
3	81,851.72	26,612.08	14	81,206.40	26,955.40
4	81,842.84	26,607.38	15	81,231.19	26,914.84
5	81,821.90	26,542.80	16	81,416.84	26,731.09
6	81,846.50	26,541.20	17	81,514.14	26,874.93
7	81,104.22	26,268.60	18	81,615.44	26,951.72
8	81,183.41	26,334.51	19	81,812.47	26,787.79
9	81,079.20	26,318.18	20	81,828.35	26,771.15
10	80,809.55	26,554.57	21	81,846.04	26,772.12
11	80,691.71	26,597.06	22	81,852.04	26,648.31
23	81,845.23	26,648.08	24	80,974.41	26,455.16

CURVE DATA

FROM TO	R'	Δ	A	T	CHORD
19-20	100.00'	151.24	23.06	11.56	N 47° 15' 31" E 23.01
11-24	797.87	81° 03'	113.86	57.03	N 45° 21' 32" W 113.76

NOTE:

THE COORDINATES AND COORDINATES SHOWN HEREON ARE REFERRED TO THE FOLLOWING BALTIMORE COUNTY TRAVERSE STATIONS.

HUB NO.	NORTH	WEST
# 13054	80,929.76	26,622.64
# 13035	81,410.46	27,151.71

APPROVED: BALTIMORE COUNTY PLANNING BOARD

DATE: 2/10/82
DIRECTOR

APPROVED: 2/12/82
DATE: 2/12/82
COUNTY HEALTH OFFICER

APPROVED: 2/14/82
DATE: 2/14/82
COUNTY ENGINEER

SURVEYOR'S CERTIFICATION

I, JAMES W. MCKEE, A REGISTERED LAND SURVEYOR OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE LAND SHOWN HEREON HAS BEEN LAID OUT AND THE PLAT THEREOF PREPARED IN ACCORDANCE WITH SECTIONS 72A TO 72E, INCLUSIVE OF ARTICLE 17, OF THE ANNOTATED CODE OF MD., 1939 EDITION, AS ENACTED OR AMENDED BY THE ACTS OF 1947 AND SUBSEQUENT ACTS, IF ANY, AMENDATORY THERETO.

JAMES W. MCKEE
(MD. REG. # 9012)

OWNER'S CERTIFICATION

THE REQUIREMENTS OF SECTIONS 72A TO 72D OF ARTICLE 17 OF THE ANNOTATED CODE OF MARYLAND, 1939 EDITION, CHAPTER 101B OF THE ACTS OF 1945, AS AMENDED BY CHAPTERS 84 & 706 OF THE ACTS OF 1947, AND SUBSEQUENT ACTS, IF ANY, AMENDATORY THERETO SO FAR AS THEY CONCERN THE MAKING OF THE PLAT & SETTING OF THE MARKERS HAVE BEEN COMPLIED WITH BY OWNER OF THE LAND SHOWN HEREON.

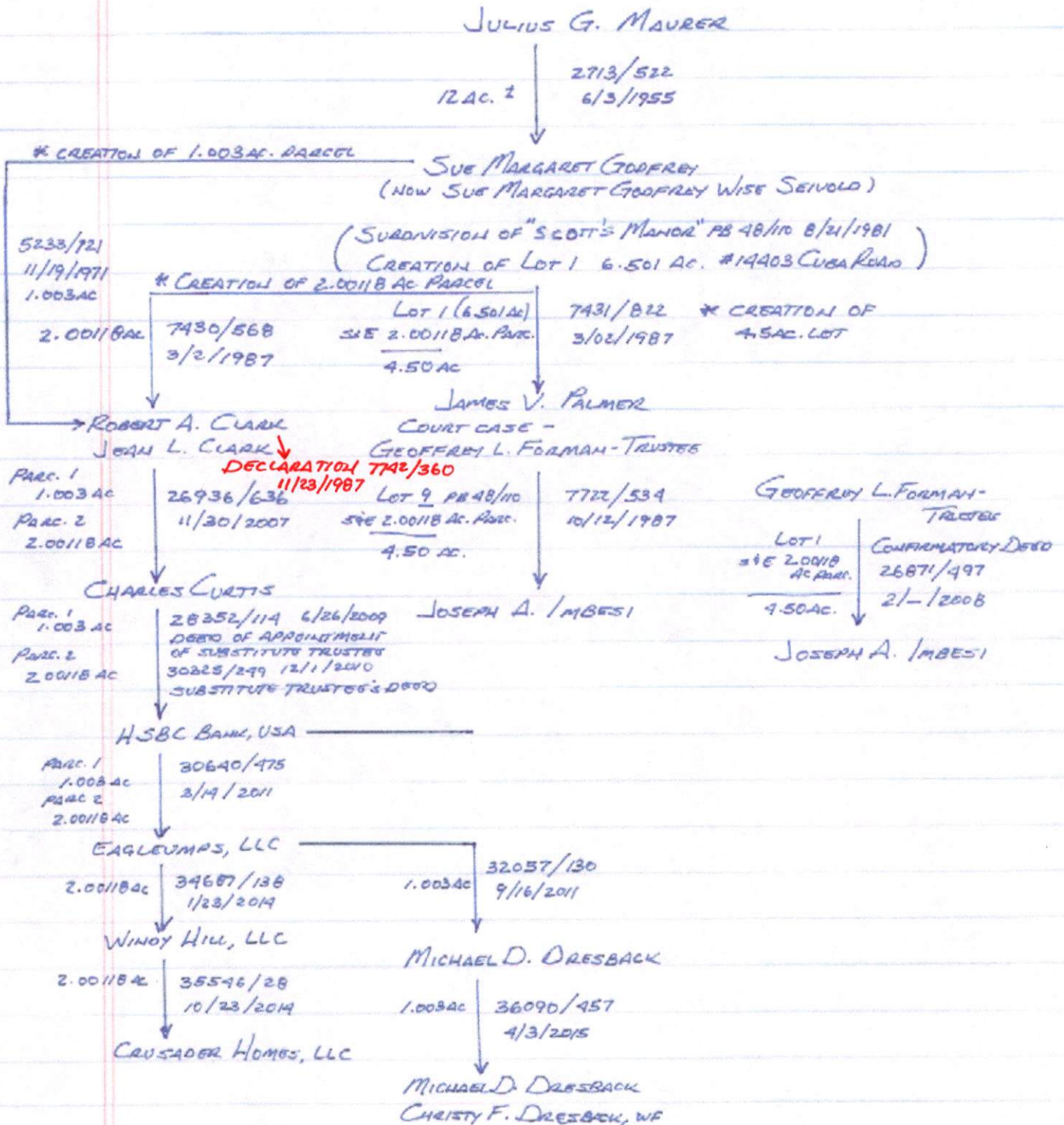
OWNER: 12-7-82
DATE

DATE: 12-7-82

WORTHINGTON
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B. DOAK
7/05/16

DEVOLUTION OF TITLE



Pet. #4

This Deed, Made this 2nd day of March
in the year one thousand nine hundred and eighty-seven, by and between

SUE MARGARET GODFREY WISE SEIVOLD,

of Baltimore County, _____ State of Maryland _____, of the

first part, Grantor, and ROBERT A. CLARK and JEAN L. CLARK, his wife, of Baltimore
County, State of Maryland, _____

of the second part, WITNESSETH: that in consideration of the sum of \$35,000.00,

the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey
and assign unto ROBERT A. CLARK and JEAN L. CLARK, his wife, as tenants by the
entireties, their assigns, the survivor of them, his or her personal representatives
and assigns, in fee simple, all that _____

D RC/F 23.00
D T TX 175.00
D DICS 175.00
DEED
SM CLERK 373
#70926 C002 R02 T 62
03/08/87

_____ lot(s) of ground situate in

Baltimore County, _____

in the State of Maryland, and described as follows, that is to say:

All that property situate in Baltimore County, State of Maryland, containing
2.00118 acres, more or less, as more particularly described in Schedule A attached
hereto and made a part hereof.

BEING part of the tract of land which by Deed dated June 3, 1955 and recorded
among the Land Records of Baltimore County in Liber G.L.B. No. 2713, folio 522,
was granted and conveyed by Julius G. Maurer, unmarried to Sue Margaret Godfrey,
now known as Sue Margaret Godfrey Wise Seivold, the Grantor herein.

ACK. REAL TRANSFER TAX
NOT. _____
SIGNATURE JR DATE 3-3-87

STATE DEPARTMENT OF
ASSESSMENTS & TAXATION
JR 3-3-87
CLERK DATE

C 214*****56000** 6032A

Pet. 5



Together with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining.

ER7430 PAGE 569

To have and to hold the said described lot(s) of ground and premises, unto and to the use of the said ROBERT A. CLARK and JEAN L. CLARK, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her personal representatives and assigns, forever in fee simple.

And the said Grantor covenants to warrant specially the property hereby granted and conveyed; and to execute such further assurances of said land as may be requisite.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand(s) and seal(s) of said grantor(s)

WITNESS:

Sue Margaret Godfrey Wise Seivold (SEAL)
SUE MARGARET GODFREY WISE SEIVOLD

____ (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of March, 1987, before me, a Notary Public of the State aforesaid, personally appeared

SUE MARGARET GODFREY WISE SEIVOLD, _____

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, who signed the same in my presence, and acknowledged that s/he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

NOTARY'S SEAL
HERE

Patricia Farley
Notary Public.

My commission expires 7/1/90

SCHEDULE A

all that parcel of land situate, lying and being in the Eighth Election District of Baltimore County Maryland, northeast of Cuba Road and described as follows:

Beginning for the same at a steel pin now set at the end of the S 5° 34' 44" E 762.29 feet line of Lot 1 as shown on a plat entitled "Final Subdivision Plat of Scotts Manor" recorded among the Land Records of Baltimore County Maryland in Plat Book E.H.K., Jr. 48 folio 110, said point being the beginning of the N 2° 47' 00" E 326.23 feet line of Lot 3 as shown on the Plat entitled "Danielin Estates", recorded among the said Land Records in Plat Book E.H.K., Jr. 39 folio 69, said beginning point being also at the end of the fourth or S 55° 57' 47" E 185.05 feet line of that lot or parcel of land which was conveyed by Sue Margaret Godfrey Wise to Robert A. Clark and Jean L. Clark, his wife, by deed dated November 19, 1971, and recorded among the aforementioned Land Records in Liber O.T.G. 5233 folio 121 etc., thence running reversely with and binding on the fourth and third lines thereof the following two courses and distances binding also on the southern outlines of the aforesaid Lot 1 of "Scott's Manor"

- 1.) N 63° 58' 15" W 185.05 feet to a steel pin now set, thence
- 2.) S 53° 36' 25" W 177.85 feet to a steel pin now set, thence for lines of division now made through the said Lot 1 the following two courses and distances

-page 2-

3.) N 5° 12' 28" W 319.00 feet to a steel pin now set, thence

4.) N 81° 47' 51" E 308.60 feet to a steel pin now set in the aforementioned S 5° 34' 44" E 762.29 feet line of the aforementioned Lot 1 of "Scott's Manor", said point being also in the westernmost or N 2° 47' 00" E 436.06 feet line of Lot 1 as shown on the aforementioned Plat of "Bardelin Estates", thence reversely with it to and reversely with the aforementioned N 2° 47' 00" E 326.23 feet line of Lot 3 thereof and with the said S 5° 34' 44" E 762.29 feet line of Lot 1 of "Scott's Manor"

5.) S 5° 34' 44" E 339.00 feet to the place of beginning.

Containing 2.00118 acres of land, more or less.

Together with the use in common with the grantors herein, of a right of way fourteen feet wide, located along the west side of the third or N 5° 12' 28" W 319.00 feet line of the parcel described herein and along the west side of the S 7° 12' 21" E 187.84 feet line and the northwest side of the S 53° 36' 45" W 3.10 feet line of the aforementioned Lot 1 of "Scott's Manor" recorded among the Land Records of Baltimore County Maryland in Plat Book E.H.K., Jr. 48 folio 110, to the northeast widening lines of Cuba Road as shown on said Plat.

Being a part of Lot 1 of "Scott's Manor" recorded among the Land Records of Baltimore County Maryland in Plat Book E.H.K., Jr. 48 folio 110.

Wider Use in Common Right of water

SECRET
Security Matter

~~Baltimore County
Circuit Meridian?~~

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2.00118 Acres⁺

Richard A. Clark
James L. Clark
CIV 6523/121

OUTLINE SURVEY
FOR

PART OF LOT 4
"SCOTT'S MANOR"

EIGHTH ELECTION DISTRICT
BALTIMORE COUNTY, MARYLAND
FEBRUARY 17, 1981 SCALE 1"=100'

1741 p

Coudy & Farley
400 Allegheny Ave
Towson, Md. 21204



A.L. SNYDER
SURVEYOR
1911 HANOVER PIKE
HAMPSTEAD, MD. 21074
(301) 282-7744

JOB NO. B6137

DECLARATION

THIS DECLARATION, made this 23rd day of November, 1987, by ROBERT A. CLARK and JEAN L. CLARK, his wife, of Baltimore County, Maryland, witnesseth:

WHEREAS, Robert A. Clark and Jean L. Clark, his wife, (hereinafter referred to as "the Clarks") are the owners of a parcel of land situate, lying and being in the Eight Election District of Baltimore County, Maryland, northeast of Cuba Road and described as follows:

BEGINNING FOR THE SAME at a steel pin now set at the end of the S 5° 34' 44" E 762.29 feet line of Lot 1 as shown on a plat entitled "Final Subdivision Plat of Scotts Manor", recorded among the Land Records of Baltimore County, Maryland in Plat Book E.H.K.Jr. 48, folio 110, said point being the beginning of the N 2° 47' 00" E 326.23 feet line of Lot 3 as shown on the Plat entitled "Bandelin Estates", recorded among the said Land Records in Plat Book E.H.K.Jr. 39, folio 69, said beginning point being also at the end of the fourth or S 55° 57' 47" E 185.05 feet line of that lot or parcel of land which was conveyed by Sue Margaret Godfrey Wise to Robert A. Clark and Jean L. Clark, his wife, by deed dated November 19, 1971 and recorded among the aforementioned Land Records in Liber O.T.G. 5233, folio 121, etc., thence running reversely with and binding on the fourth and third lines thereof the following two courses and distances binding also on the southern outlines of the aforesaid Lot 1 of "Scott's Manor", 1) N 63° 58' 15" W 185.05 feet to a steel pin now set, thence 2) S 53° 36' 25" W 177.85 feet to a steel pin now set, thence for lines of division now made through the said Lot 1 the following two courses and distance, 3) N 5° 12' 28" W 319.00 feet to a steel pin now set, thence 4) N 81° 47' 51" E 308.60 feet to a steel pin now set in the aforementioned S 5° 34' 44" E 762.29 feet line of the aforementioned Lot 1 of "Scott's Manor" said point being also in the westernmost or N 2° 47' 00" E 436.06 feet line of Lot 1 as shown on the aforementioned Plat of Bandelin Estates", thence reversely with it to and reversely with the aforementioned N 2° 47' 00" E 326.23 feet line of Lot 3 thereof and with the said S 5° 34' 44" E 762.29 feet line of Lot 1 of "Scott's Manor", 5) S 5° 34' 44" E 339.00 feet to the place of beginning. Containing 2.00118 acres of land, more or less, hereinafter referred to as "the Subject Property". See plat attached hereto as Exhibit A.

BEING the same property described in a Deed from Sue Margaret Godfrey Wise Seivold to Robert A. Clark and Jean L. Clark, his wife, dated March 2, 1987 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7430, folio 568.

WHEREAS, the Subject Property adjoins the personal residence property of the Clarks at 14401 Cuba Road, and was acquired solely for the purpose of enhancing its value by providing additional lawn area, and that the Clarks have no intention of constructing thereon a separate residence or dwelling; and

WHEREAS, the Baltimore County Office of Planning and Zoning has requested that the Clarks declare that the Subject Property is not sufficiently large for the construction thereto of a separate dwelling.

Received for Declaration
State Department of
Assessments & Taxation
for Baltimore County

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

SIGNATURE DATE 12-4-87

FILED

RECORDED

DATE 12-4-87

By [Signature] Clerk

Pet. 6

EXHIBIT
AZ

BALTIMORE COUNTY CIRCUIT COURT (Land Records) S.A. 7742, P. 067, MSA, 0602, 7587 Date available 1/13/2015. Printed 05/19/2015.

NOW, THEREFORE, these presents are now executed:

1. That Robert A. Clark and Jean L. Clark hereby declare that the Subject Property is not of sufficient size under present zoning regulations to construct thereon a separate dwelling unit, and that this restriction as to use shall run with and be binding upon the land, and the personal representatives and assigns of the parties hereto, until such time as Baltimore County Zoning Regulations as to density are changed to permit such construction.

WITNESS the hands and seals of the parties hereto, the day and year first above written.

WITNESS:

Patricia Farley (SEAL)
as to
both
Robert A. Clark (SEAL)
Jean L. Clark (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 23rd day of November, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ROBERT A. CLARK and JEAN L. CLARK, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who signed the same in my presence, and acknowledged that they executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Patricia Farley
Notary Public

My commission expires: 7/1/90

BALTIMORE COUNTY CIRCUIT COURT (Land Records) Sta 7-2, p. 0362, HSA, CES2, 7-287, Date available: 11/15/2005, Printed 05/13/2016.

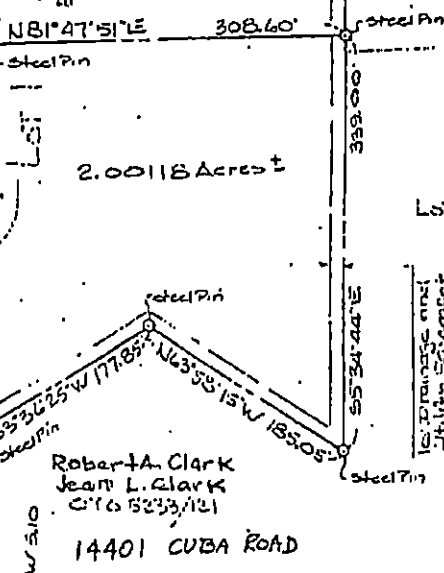
LIBER 7742 PAGE 362

14' wide Use in Common Right of Way

SCOTT'S MANOR
ENCL 48/10

Baltimore County
Grid Meridian

CUBA ROAD



Robert A. Clark
Jean L. Clark
C/O 5233/121

OUTLINE SURVEY
FOR
PART OF LOT 4
"SCOTT'S MANOR"
EIGHTH ELECTION DISTRICT
BALTIMORE COUNTY, MARYLAND
FEBRUARY 17, 1987 SCALE 1"=100'

Coady & Farley
400 Allegheny Ave.
21204 (Robert L. Snyder)



A.L. SNYDER
SURVEYOR
1911 HANOVER PIKE
HAMPSTEAD, MD. 21074
(301) 239-7744
JOB NO. 86137

DECLARATION

THIS DECLARATION, Made this 23rd day of November, 1987, by ROBERT A. CLARK and JEAN L. CLARK, his wife, of Baltimore County, Maryland, witnesseth:

WHEREAS, Robert A. Clark and Jean L. Clark, his wife, (hereinafter referred to as "the Clarks") are the owners of a parcel of land situate, lying and being in the Eight Election District of Baltimore County, Maryland, northeast of Cuba Road and described as follows:

BEGINNING FOR THE SAME at a steel pin now set at the end of the S 5° 34' 44" E 762.29 feet line of Lot 1 as shown on a plat entitled "Final Subdivision Plat of Scotts Manor", recorded among the Land Records of Baltimore County, Maryland in Plat Book E.H.K.Jr. 48, folio 110, said point being the beginning of the N 2° 47' 00" E 326.23 feet line of Lot 3 as shown on the Plat entitled "Bandelin Estates", recorded among the said Land Records in Plat Book E.H.K.Jr. 39, folio 69, said beginning point being also at the end of the fourth or S 55° 57' 47" E 185.05 feet line of that lot or parcel of land which was conveyed by Sue Margaret Godfrey Wise to Robert A. Clark and Jean L. Clark, his wife, by deed dated November 19, 1971 and recorded among the aforementioned Land Records in Liber O.T.G. 5233, folio 121, etc., thence running reversely with and binding on the fourth and third lines thereof the following two courses and distances binding also on the southern outlines of the aforesaid Lot 1 of "Scott's Manor", 1) N 63° 58' 15" W 185.05 feet to a steel pin now set, thence 2) S 53° 36' 25" W 177.85 feet to a steel pin now set, thence for lines of division now made through the said Lot 1 the following two courses and distance, 3) N 5° 12' 28" W 319.00 feet to a steel pin now set, thence 4) N 81° 47' 51" E 308.60 feet to a steel pin now set in the aforementioned S 5° 34' 44" E 762.29 feet line of the aforementioned Lot 1 of "Scott's Manor" said point being also in the westernmost or N 2° 47' 00" E 436.06 feet line of Lot 1 as shown on the aforementioned Plat of "Bandelin Estates", thence reversely with it to and reverse of the aforementioned N 2° 47' 00" E 326.23 feet line of Lot 3 thereof and with the said S 5° 34' 44" E 762.29 feet line of Lot 1 of "Scott's Manor", 5) S 5° 34' 44" E 339.00 feet to the place of beginning. Containing 2.00118 acres of land, more or less, hereinafter referred to as "the Subject Property". See plat attached hereto as Exhibit A.

BEING the same property described in a Deed from Sue Margaret Godfrey Wise Seivold to Robert A. Clark and Jean L. Clark, his wife, dated March 2, 1987 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7430, folio 568.

WHEREAS, the Subject Property adjoins the personal residence property of the Clarks at 14401 Cuba Road, and was acquired solely for the purpose of enhancing its value by providing additional lawn area, and that the Clarks have no intention of constructing thereon a separate residence or dwelling; and

WHEREAS, the Baltimore County Office of Planning and Zoning has requested that the Clarks declare that the Subject Property is not sufficiently large for a separate dwelling.

RECEIVED FOR
State Department of
Assessments & Taxation
for Baltimore County

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

SIGNATURE *[Signature]* DATE 12-4-87

RECEIVED
BALTIMORE COUNTY

FOR
RECORDING

[Signature]
12-1-87

12/14

[Signature] 12-4-87

NOW, THEREFORE, these presents are now executed:

1. That Robert A. Clark and Jean L. Clark hereby declare that the Subject Property is not of sufficient size under present zoning regulations to construct thereon a separate dwelling unit, and that this restriction as to use shall run with and be binding upon the land, and the personal representatives and assigns of the parties hereto, until such time as Baltimore County Zoning Regulations as to density are changed to permit such construction.

WITNESS the hands and seals of the parties hereto, the day and year first above written.

WITNESS:

<u>Patricia Farley</u>	<u>Robert A. Clark</u> (SEAL)
as to	
<u>both</u>	<u>Jean L. Clark</u> (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

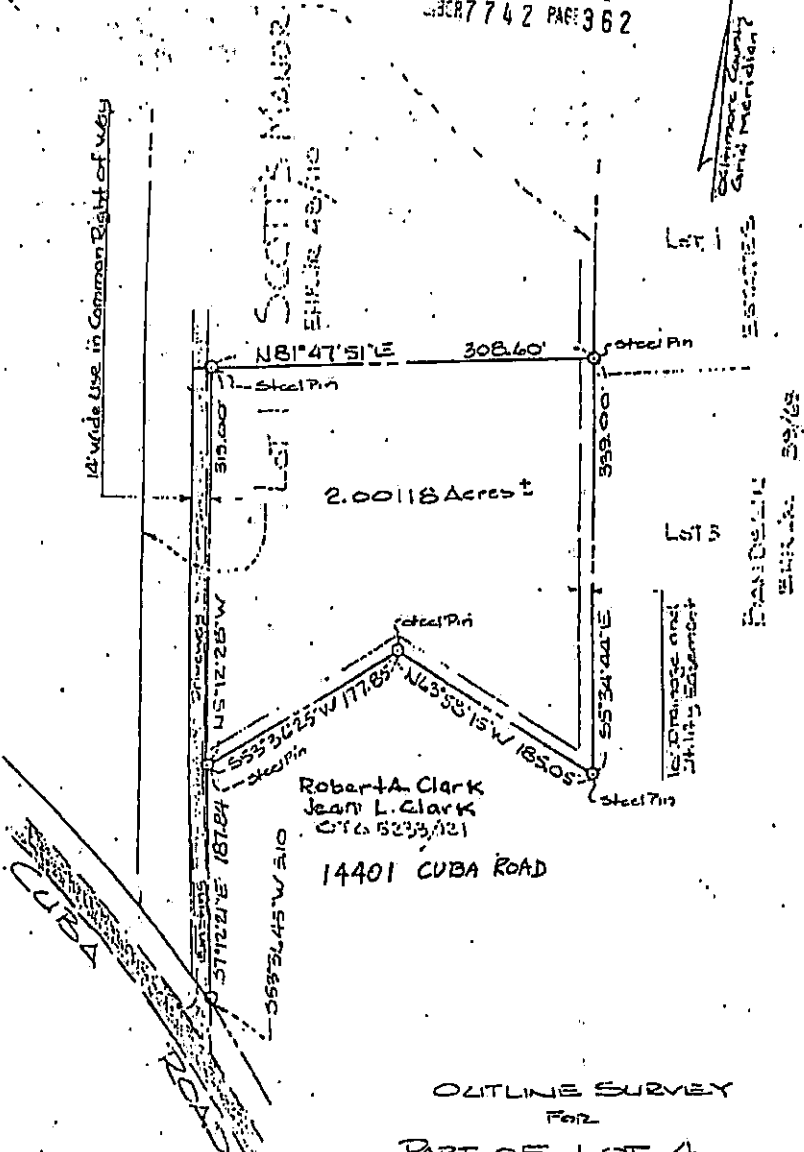
I HEREBY CERTIFY that on this 23rd day of November, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ROBERT A. CLARK and JEAN L. CLARK, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who signed the same in my presence, and acknowledged that they executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Patricia Farley
Notary Public

My commission expires: 7/1/90

REF ID: A66077 PAGE 362



OUTLINE SURVEY
FOR
PART OF LOT 4
"SCOTT'S MANOR"

EIGHTH ELECTION DISTRICT
BALTIMORE COUNTY, MARYLAND
FEBRUARY 17, 1989

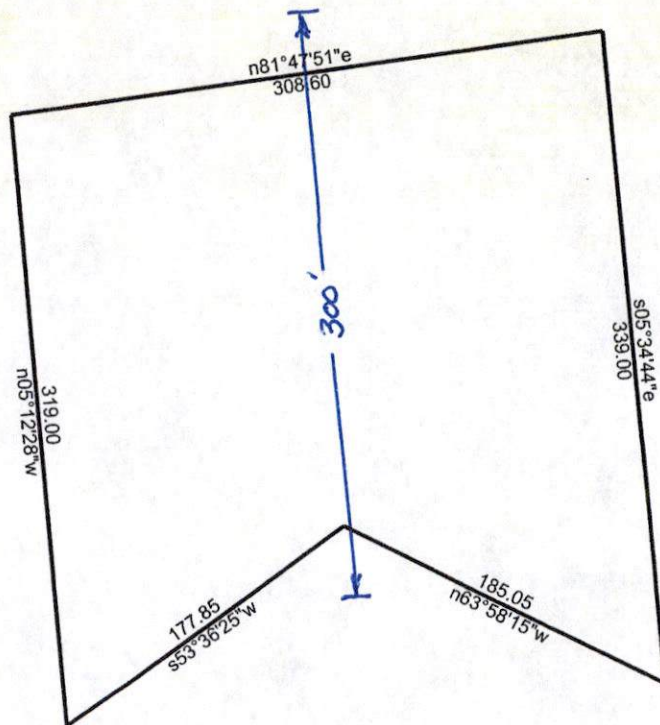
Cosdy & Farley
400 Allegheny Ave.

21204 (Albert L. Roy Sample)



A. L. SNYDER
SURVEYOR
1911 HANOVER PIKE
HAMPSTEAD, MD. 21074
(301) 239-7744

JOB NO. 86137



Deed Plot of the 2.00118 Acre Parcel

7/14/2016

Scale: 1 inch= 100 feet

File:

Tract 1: 2.0012 Acres (87171 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1330 ft.

01 n63.5815w 185.05
02 s53.3625w 177.85
03 n05.1228w 319.00
04 n81.4751e 308.60
05 s05.3444e 339.00

Pet. 8

Real Property Data Search (w2)

Guide to searching the database

Search Result for BALTIMORE COUNTY

View Map		View GroundRent Redemption				View GroundRent Registration			
Account Identifier:		District - 08 Account Number - 2000013059							
Owner Information									
Owner Name:		IMBESI JOSEPH A				Use:		RESIDENTIAL	
Mailing Address:		APT 204 1030 LAKE SHORE DR N PALM BEACH FL 33403-2899				Principal Residence:		NO	
						Deed Reference:		/26871/ 00497	
Location & Structure Information									
Premises Address:		14403 CUBA RD COCKEYSVILLE 21030-1009				Legal Description:		PT LT 1 4.49982 AC SCOTTS MANOR	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0033	0022	0130		0000			1	2014	Plat Ref: 0048/0110
Special Tax Areas:					Town:		NONE		
					Ad Valorem:				
					Tax Class:				
Primary Structure Built		Above Grade Enclosed Area		Finished Basement Area		Property Land Area		County Use	
1844		2,612 SF				4.5000 AC		04	
Stories	Basement	Type		Exterior	Full/Half Bath	Garage	Last Major Renovation		
2 1/2	YES	STANDARD UNIT		SIDING	2 full				
Value Information									
		Base Value		Value As of 01/01/2014		Phase-in Assessments As of 07/01/2015		As of 07/01/2016	
Land:		236,200		236,200					
Improvements		132,200		122,200					
Total:		368,400		358,400		358,400		358,400	
Preferential Land:		0						0	
Transfer Information									
Seller: PALMER JAMES V				Date: 11/12/1987		Price: \$185,000			
Type: ARMS LENGTH IMPROVED				Deed1: /26871/ 00497		Deed2:			
Seller:				Date:		Price:			
Type:				Deed1:		Deed2:			
Seller:				Date:		Price:			
Type:				Deed1:		Deed2:			
Exemption Information									
Partial Exempt Assessments:		Class		07/01/2015		07/01/2016			
County:		000		0.00					
State:		000		0.00					
Municipal:		000		0.00 0.00		0.00 0.00			
Tax Exempt:		Special Tax Recapture:							
Exempt Class:		NONE							
Homestead Application Information									
Homestead Application Status: Denied									

New Search (<http://sdat.dat.maryland.gov/RealProperty>)

A black and white map showing land parcels with various labels. A road runs diagonally from the top left towards the bottom center. To the right of the road are several rectangular plots labeled P.129, P.128, P.245, P.130, P.131, P.237, and P.168. Above P.130 is a label 'WORTHINGTON'S MANOR'. Below P.130 is a label 'BANDLIN ESTATES'. Other labels include P.231, P.114, P.352, P.112, P.132, and P.40110. There are also some numbers like 244, 2, 3, and 39:62.

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at www.mdp.state.md.us/OurProducts/OurProducts.shtml (<http://www.mdp.state.md.us/OurProducts/OurProducts.shtml>).

TIME: 10:10:27 AUTOMATED PERMIT TRACKING SYSTEM LAST UPDATE 09/23/2014
DATE: 06/03/2015 GENERAL PERMIT APPLICATION DATA KLL 08:57:22

PERMIT #: B770028 PROPERTY ADDRESS
RECEIPT #: A644551 14401A CUBA RD
CONTROL #: NR SUBDIV: WORTHINGTON HILLSIDE II
XREF #: B770028 TAX ACCOUNT #: 20000013058 DISTRICT/PRECINCT 08 01
OWNERS INFORMATION (LAST, FIRST)

FEE: 215.00 NAME: EAGLEUMPS LLC
PAID: 215.00 ADDR: 4603 PROSPECT AVE MD 21071
PAID BY: APPL

DATES APPLICANT INFORMATION
APPLIED: 08/26/2011 NAME: TODD MORRILL

ISSUED: COMPANY: EAGLEUMPS LLC

CANCEL: 09/23/2014 ADDR1: 4603 PROSPECT AVE

FINAL INSPECT: ADDR2: GLYNDON MD 21071

INSPECTOR: 08R PHONE #: 410-833-0915 LICENSE #:

NOTES: EDW... WCR/AT W/OWNER 10/12/11.LOT CREATED BY DEED+DECRIP.RECORD PLAT
& APPRV'D SUBDVN NOT AMENDED.NO ADD'L DENSITY FOR NEW LOT PER BCZR.ADVISED
OWNER TO SEEK LEGAL ADVICE-AT; CANCELLED-SEE B856820 PASSWORD :

ENTER - PERMIT DETAIL PF3 - INSPECTIONS PF7 - DELETE PF9 - SAVE
PF2 - APPROVALS PF4 - ISSUE PERMIT PF8 - NEXT PERMIT PF10 - INQRY

Pet. 10

WHITEFORD, TAYLOR & PRESTON L.L.P.

TIMOTHY M. KOTROCO
DIRECT LINE (410) 832-2004
DIRECT FAX (410) 339-4050
TKotroco@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
BETHANY BEACH, DE
BETHESDA, MD
COLUMBIA, MD
DEARBORN, MI
FALLS CHURCH, VA
LEXINGTON, KY
ROANOKE, VA
WASHINGTON, DC
WILMINGTON, DE

WWW.WTPLAW.COM
(800) 987-8705

June 22, 2015

Via Hand Delivery

Mr. Arnold E. Jablon, Director of Permits, Approvals &
Inspections and Deputy County Administrative Officer
County Office Building
111 W. Chesapeake Avenue, Room 105
Towson, Maryland 21204

**Re: 14401A Cuba Road
Building Permit No. B856820
Reinstatement of Building Permit**

Dear Mr. Jablon:

This office represents Crusader Homes, LLC the owner of the property located at 14401A Cuba Road. Thank you for reinstating my client's building permit No. B856820. (Copy attached)

Now that the building permit has been reinstated, my client intends to continue with and finish the construction of the house on the subject property. Please verify, by affixing your signature below, that your office and Baltimore County will allow my client to complete the construction of a single family dwelling on the subject property, subject to all County inspections. Also, we understand that once all County final inspections are approved, a use and occupancy permit will be issued.

Thank you for your assistance in this matter.

Very truly yours,



Timothy M. Kotroco

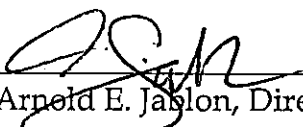
Resp. #1

Mr. Arnold E. Jablon

June 22, 2015

Page 2

Agreed and accepted. Permit #B856820 has been reinstated and construction of the house may continue until completed. A final occupancy permit shall be issued by Baltimore County once all proper inspections are completed.



Mr. Arnold E. Jablon, Director of the Department of
Permits, Approvals and Inspections and
Deputy County Administrative Officer

6/26/15

Date

PLEASE PRINT CLEARLY

CASE NAME _____
CASE NUMBER 2016-0300-SPH
DATE July 14, 2016

PETITIONER'S SIGN-IN SHEET

[illegible]

CASE NAME 14401 A Cuba Road
CASE NUMBER 2016-03CD-SPM
DATE 7/14/16

[illegible]

Debra Wiley

From: Mike Dresback <miked@advancestuff.com>
Sent: Thursday, July 14, 2016 12:40 PM
To: Administrative Hearings
Subject: Case Number: 2016-0300-SPH

To whom it may concern,

I am unable to attend the public hearing today at 1:30 regarding the lot at 14401A Cuba Road. I live at 14401 Cuba Road and support Bob Spadera and do not support the building of a residence on this property.

Sincerely,

Mike Dresback
Director of Finance
Advance - The Document Specialists
410.252.4800 x416 (o) / 410.628.7935 (f) / 410.812.8803 (c)

10755 York Road, P.O. Box 627
Cockeysville, MD 21030
Showrooms: Cockeysville / Frederick / Ravens Stadium / Annapolis

We Live and Breathe This Stuff®
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JUL 14 2016

OFFICE OF ADMINISTRATIVE HEARINGS

The information contained in this e-mail message is privileged and confidential and is intended only for the use of the addressee. If the reader of this message is not the addressee, or the person responsible for delivery to the addressee, you are hereby notified that any dissemination, distribution or copying of the message is strictly prohibited. If you have received this message in error, please immediately notify us by return e-mail and immediately delete the message from your system. All proposals and quotes are confidential and subject to audit and may result in correction due to error. Thank you.

C H E C K L I S TSupport/Oppose/
Conditions/
Comments/
No CommentComment
ReceivedDepartment6/15DEVELOPMENT PLANS REVIEW
(if not received, date e-mail sent _____)N/C6/22DEPS
(if not received, date e-mail sent _____)N/C

FIRE DEPARTMENT

6/28PLANNING
(if not received, date e-mail sent _____)C6/13

STATE HIGHWAY ADMINISTRATION

noobj

TRAFFIC ENGINEERING

COMMUNITY ASSOCIATION

ADJACENT PROPERTY OWNERS

ZONING VIOLATION (Case No. _____)

PRIOR ZONING (Case No. _____)

NEWSPAPER ADVERTISEMENT Date: 6/23/16SIGN POSTING Date: 6/22/16 by DOAKPEOPLE'S COUNSEL APPEARANCE Yes ☒ No ☐PEOPLE'S COUNSEL COMMENT LETTER Yes ☐ No ☐

Comments, if any: _____

Real Property Data Search (w4)

Guide to searching the database

Search Result for BALTIMORE COUNTY

View Map			View GroundRent Redemption			View GroundRent Registration				
Account Identifier:			District - 08 Account Number - 2000013058							
Owner Information										
Owner Name:			CRUSADER HOMES LLC				Use:		RESIDENTIAL	
Mailing Address:			14403 CUBA RD COCKEYSVILLE MD 21030-				Principal Residence:		NO	
							Deed Reference:		/35546/ 00028	
Location & Structure Information										
Premises Address:			CUBA RD COCKEYSVILLE 21030-1009				Legal Description:		PT LT 1 2.0018 AC SCOTTS MANOR	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	
0033	0022	0130		0000			1	2014		0048/ 0110
Special Tax Areas:					Town:		NONE			
					Ad Valorem:					
					Tax Class:					
Primary Structure Built		Above Grade Enclosed Area			Finished Basement Area		Property Land Area		County Use	
							2.0000 AC		04	
Stories	Basement	Type	Exterior	Full/Half Bath		Garage		Last Major Renovation		
Value Information										
			Base Value		Value As of 01/01/2014		Phase-in Assessments As of 07/01/2015 As of 07/01/2016			
Land:			150,000		150,000					
Improvements			0		0					
Total:			150,000		150,000		150,000		150,000	
Preferential Land:			0						0	
Transfer Information										
Seller: WINDY HILL LLC				Date: 11/07/2014				Price: \$190,000		
Type: ARMS LENGTH VACANT				Deed1: /35546/ 00028				Deed2:		
Seller: EAGLEUMPS LLC				Date: 02/12/2014				Price: \$29,000		
Type: NON-ARMS LENGTH OTHER				Deed1: /34687/ 00138				Deed2:		
Seller: HSBC BANK USA NATIONAL				Date: 03/23/2011				Price: \$275,000		
Type: ARMS LENGTH MULTIPLE				Deed1: /30640/ 00475				Deed2:		
Exemption Information										
Partial Exempt Assessments:		Class			07/01/2015		07/01/2016			
County:		000			0.00					
State:		000			0.00					
Municipal:		000			0.00 0.00		0.00 0.00			
Tax Exempt:					Special Tax Recapture:					
Exempt Class:					NONE					
Homestead Application Information										
Homestead Application Status: No Application										

New Search (<http://sdat.dat.maryland.gov/RealProperty>)

[illegible]

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at www.mdp.state.md.us/OurProducts/OurProducts.shtml (<http://www.mdp.state.md.us/OurProducts/OurProducts.shtml>).

IN THE MATTER OF:
Robert Spadaro
14407 Cuba Road,
Petitioner

8th Election District
3rd Councilmanic District

RE: 14401A Cuba Road

* BEFORE THE
* ADMINISTRATIVE LAW JUDGE
* OF
* BALTIMORE COUNTY
* Case No: 2016-0300-SPH
* * * * *

MOTION TO DISMISS

On behalf of Crusader Homes, LLC, the Legal Owner of 11401A Cuba Road, the subject property in this matter, Jennifer R. Busse, G. Scott Barhight, John B. Gontrum, and Whiteford, Taylor & Preston, L.L.P. submit this Motion to Dismiss the Petition for Special Hearing filed by Robert Spadaro, and state as follows:

1. At controversy in this matter is the construction of a single family home on a 2.00118 acre property known as 14401A Cuba Road (herein referred to as the "Property").
2. Crusader Homes, LLC (herein referred to as "Crusader") entered into a contract to purchase the Property in August 2014. **See Exhibit A.**
3. The seller, Windy Hill, LLC, was an entity controlled by Joseph Imbesi, who owns and resides in a home at 14403 Cuba Road, located adjacent to the Property.
4. Per the contract with Windy Hill, LLC, prior to settlement on the Property, Crusader obtained various approvals from Baltimore County, including a well permit and approval for a septic system. **See Exhibits B.**

RECEIVED

JUL 11 2016

OFFICE OF ADMINISTRATIVE HEARINGS

5. Crusader was granted a building permit to construct a single family dwelling on a 2.00118 acre lot known as 14401A Cuba Road on September 5, 2014, a copy of which is attached hereto as **Exhibit C**.
6. Crusader then settled on the Property with Windy Hill, LLC on October 23, 2014, paying \$190,000.00 for the Property. (Deed recorded in the Land Records of Baltimore County at Liber 35546, folio 28.)
7. In May of 2016, Robert Spadaro, (herein referred to as "Spadaro") filed a Complaint for Temporary Restraining Order and Preliminary and Permanent Injunctive Relief in the Circuit Court for Baltimore County.
8. After a public hearing before the Honorable Justin King on May 11, 2016, Judge King denied Spadaro's request for a Temporary Restraining Order. A copy of the Order in Case 03-C-16-5018, stamped as filed on May 25, 2016, is attached hereto as **Exhibit D**.
9. Spadaro's request for Injunctive Relief is still pending in the Circuit Court and litigation is proceeding.
10. In June of 2016, Spadaro filed the Petition for Special Hearing which is at issue before this Administrative Law Judge.
11. The issues raised via Spadaro's zoning petition mirror those raised and pending before the Circuit Court. It is improper and contrary to judicial economy to permit the same questions of law to be heard by two tribunals at the same time.
12. Spadaro's Petition for Special Hearing seeks to subvert the Baltimore County Code ("BCC") and attempts to overturn the issuance of the building permit and other permits

granted for a residence. Pursuant to BCC §35-2-302(e), only the applicant has standing to appeal the denial, revocation, suspension, annulment, or modification of a permit.

It does not allow a third party to appeal the granting of a permit. Due to a lack of standing under the BCC, Petitioner is simply not entitled to challenge the building permit, regardless of his dissatisfaction with the facts. In addition, even if Petitioner had some right of appeal, that right has long since expired. In no event would the appeal of a final order issuing a permit be brought before an Administrative Law Judge. Consequently, the issues the Petitioner seeks to raise are not properly before the Administrative Law Judge at this stage in the process.

14. The only proper forum, which Petitioner has actually already employed, is the Circuit Court.

15. The second issue sought to be addressed by Petitioner pertains to recorded covenants, which also is a matter for a court of general jurisdiction and not for adjudication by an Administrative Law Judge. Obviously, the fact that interpretation of deeds and covenants is the gravamen of Petitioner's complaint led to the filing in Circuit Court.

16. The event which is at the heart of Petitioner's claims occurred in the splitting of the lot over 20 years ago. Petitioner already resided at his adjacent property, 14407 Cuba Road, when the predecessors in title to the subject Property, the Clarks, recorded the Declaration he claims prohibits construction on the subject Property. (See, Declaration recorded at Liber 7742, folio 360.) For Petitioner to bring this case now almost two (2)

years after the issuance of the building permit, over two (2) years from work being performed on the property and decades after actions allowing a dwelling on the lot creates an abuse of the Special Hearing process. Cf. *United Parcel Service v. People's Counsel for Baltimore County*, 336 Md. 569, 650 A.2d 226 (1992).

17. Baltimore County Zoning Regulation Section 500.6 allows for hearings alleging violation of or non-compliance with the zoning regulations. This Section dates back to the 1955 zoning regulations, prior to the establishment of hearings to determine code violations. The Section also contemplates the hearings originating with the County and not individual Petitioners.

18. Baltimore County Zoning Regulation Section 500.7 is most often used by property owners seeking to modify a use previously granted by hearing or to determine whether a use on the owned or leased property is non-conforming. In rare cases it has been used by third parties but the language where this is permitted is very limited as follows: "...to determine any rights whatsoever of such [interested] person in any property in Baltimore County insofar as they are affected by these regulations."

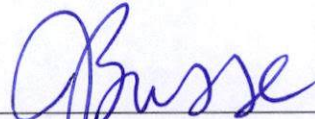
19. The Petitioner has failed to allege any rights in the subject property. He has certainly not alleged any possessory interest or even a servitude of the property to his own property. The BCC is clear that Petitioner has no rights under a building permit. There is no allegation of encroachment onto Petitioner's property. After a period of many years subsequent to the establishment of the lot, after many months passed after the issuance of the building permit, seeking a special hearing under this Section is a clear

abuse of the intent of the Section and of the rights established under the Code once an individual obtains a building permit.

20. Crusader now respectfully requests this Administrative Law Judge dismiss this petition since there is no subject matter that can properly be adjudicated before this Administrative Law Judge at this time.

WHEREFORE, for the reasons set forth above, Crusader Homes, LLC respectfully requests this Honorable Court dismiss Mr. Spadaro's Petition for Special Hearing with prejudice.

Respectfully submitted,



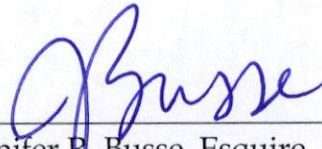
Jennifer R. Busse, Esquire
John B. Gontrum, Esquire
Whiteford, Taylor & Preston L.L.P.
One West Pennsylvania Avenue
Suite 300
Towson, Maryland 21204
(410) 832-2077
Attorneys for Crusader Homes, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 11th day of July, 2016, a copy of the foregoing

Motion to Dismiss was mailed first class, postage prepaid to:

David Lynch, Esquire
401 Washington Avenue
Suite 803
Towson, MD 21204
Attorney for Robert Spadaro



Jennifer R. Busse, Esquire
Whiteford, Taylor & Preston L.L.P.
One West Pennsylvania Avenue
Suite 300
Towson, Maryland 21204
(410) 832-2077

IN THE MATTER OF:
Robert Spadaro
14407 Cuba Road,
Petitioner

8th Election District
3rd Councilmanic District

RE: 14401A Cuba Road

* BEFORE THE
* ADMINISTRATIVE LAW JUDGE
* OF
* BALTIMORE COUNTY
* Case No: 2016-0300-SPH

* * * * *

ORDER OF DISMISSAL

This matter comes before this Administrative Law Judge as a Petition for Special Hearing filed by Robert Spadaro.

WHEREAS, this Administrative Law Judge is in receipt of a Motion to Dismiss the Petition filed by Jennifer R. Busse, G. Scott Barhight, John B. Gontrum, and Whiteford, Taylor & Preston, L.L.P. on behalf of the Legal Owner of the property at issue in this matter, and therefore,

IT IS ORDERED this _____ day of _____, 2016, by the Administrative Law Judge of Baltimore County that the Motion to Dismiss is GRANTED, and

IT IS FURTHER ORDERED that the Petition filed in Case No. 2016-0300-SPH be and is hereby DISMISSED, with prejudice.

ADMINISTRATIVE LAW JUDGE
OF BALTIMORE COUNTY

John E. Beverungen

Buyer(s): Crusader Homes LLC
Seller(s): Windy Hill LLC

Property: 14401A CUBA ROAD, COCKEYSVILLE, Baltimore County, MD 21030



UNIMPROVED LAND CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.

THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF RESIDENTIAL UNIMPROVED REAL ESTATE LOCATED IN MARYLAND ONLY. NOT FOR USE FOR THE SALE OF IMPROVED REAL ESTATE/COMMERICAL OR INDUSTRIAL REAL ESTATE. APPROPRIATE ADDENDA MAY BE REQUIRED.

TIME IS OF THE ESSENCE. Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non-defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with Paragraph 19 of this Contract.

1. **DATE OF OFFER:** 8/12/2014
2. **SELLER:** Windy Hill LLC
3. **BUYER:** Crusader Homes LLC
4. **PROPERTY:** Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 14401A CUBA ROAD located in COCKEYSVILLE Baltimore County City/County, Maryland, Zip Code 21030 together with all rights and appurtenances thereto belonging. Buyer and Seller agree that the Property subject to the Contract is estimated to contain () acre(s) of land, or () square feet of land, more or less. Unless an addendum pertaining to the acreage or square feet and/or the configuration of the Property is specifically included as a part of the Contract, Buyer shall purchase the Property and Seller shall sell the Property without any adjustment in the purchase price regardless as to the actual size or configuration of the Property.
5. **ESTATE:** The Property is being conveyed: X in fee simple or subject to an annual ground rent, now existing or to be created, in the amount of Dollars (\$) payable semi-annually, as now or to be recorded among the Land Records of Towson/Baltimore (county) City/County, Maryland.
6. **PURCHASE PRICE:** The purchase price is One Hundred Ninety Thousand Dollars (\$ 190,000.00).
7. **PAYMENT TERMS:** The payment of the purchase price shall be made by Buyer as follows:
 - (a) An initial Deposit by way of check in the amount of Two Thousand Dollars (\$ 2,000.00) at the time of this offer.
 - (b) An additional Deposit by way of in the amount of Dollars (\$) to be paid
 - (c) All Deposits will be held in escrow by: COLDWELL BANKER
(If not a Maryland licensed real estate broker, the parties may execute a separate escrow deposit agreement.)
 - (d) The purchase price less any and all Deposits shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement.
 - (e) Buyer and Seller instruct broker named in paragraph (c) above to place the Deposits in: **(Check One)**
 - ☐ A non-interest bearing account;
 - OR** ☐ An interest bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer. Broker may charge a fee for establishing an interest bearing account.
8. **SETTLEMENT:** Date of Settlement 9/30/2014 or sooner if agreed to in writing by the parties.
9. **FINANCING:** Buyer's obligation to purchase the Property is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:

(Check) ☐ Conventional Loan as follows:	☐ Gift of Funds Contingency Addendum
Loan Amount \$ <u> </u>	☐ Owner Financing Addendum
Term of Note <u> </u> Years	☐ Assumption Addendum
Amortization <u> </u> Years	☐ OTHER: <u> </u>
Interest Rate <u> </u> %	☒ No Financing Contingency
Loan Program <u> </u>	
Loan Origination/Discount Fees (as a % of loan amount):	
Buyer agrees to pay <u> </u> %;	
Seller agrees to pay <u> </u> %.	
Buyer shall receive the benefit of any reduction in fees.	

Buyer WHL

Seller CHL
CBRB MAR02SA (10/13)

Buyer(s): Crusader Homes LLC
Seller(s): Windy Hill LLC

Property: 14401A CUBA ROAD, COCKEYSVILLE, Baltimore County, MD 21030

10. FINANCING APPLICATION AND COMMITMENT: Buyer agrees to make a written application for the financing as herein described within 14 days from the Date of Contract Acceptance. If such written financing commitment is not obtained by Buyer within 14 days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in Paragraph 9 of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

11. ALTERNATE FINANCING: Provided Buyer timely and diligently pursues the financing described in Paragraph 9 "Financing"; Paragraph 10 "Financing Application and Commitment"; and the provisions of Paragraph 28 "Buyer Responsibility", Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyer's sole option, obtains a written commitment for financing in which the loan amount, term of note, amortization period, interest rate, down payment or loan program differ from the financing as described in Paragraph 9, or any addendum to this Contract, the provision of Paragraph 10 or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in Paragraph 10, or any addendum to this Contract.

12. ENVIRONMENTAL INSPECTION: Buyer acknowledges, subject to Seller acceptance, that Buyer is afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon an Environmental Inspection in order to ascertain the physical condition of the Property or the existence of environmental hazards. If Buyer desires an Environmental Inspection contingency, such contingency must be included in an addendum to this Contract. Buyer and Seller acknowledge that Brokers, agents or subagents are not responsible for the existence or discovery of property defects.

Inspection(s) Addenda Attached

Buyer

Buyer

Inspection(s) Declined

Buyer

Buyer

13. INCLUSIONS/EXCLUSIONS: Included in the purchase price are all permanently attached fixtures. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included or excluded, as follows:

ADDITIONAL INCLUSIONS (SPECIFY):

ADDITIONAL EXCLUSIONS (SPECIFY):

14. AGRICULTURALLY ASSESSED PROPERTY: The Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax as imposed by Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland, by reason of the Property's having been assessed on the basis of agricultural use. Agricultural taxes assessed as a result of this transfer shall be paid by

15. FOREST CONSERVATION AND MANAGEMENT PROGRAM: Buyer is hereby notified that this transfer may be subject to the Forest Conservation and Management Program imposed by Section 8-211 of the Tax-Property Article, Annotated Code of Maryland. Forest Conservation and Management program taxes assessed as a result of this transfer shall be paid by

16. SEWAGE DISPOSAL, WATER AND SURVEY:

A. SUITABILITY FOR PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM: (Check One)

☒ This sale is not contingent upon any provision regarding a percolation test to indicate suitability for installation of a private on-site sewage disposal system.

OR ☐ This sale is contingent upon a provision regarding a percolation test to indicate suitability for installation of a private on-site sewage disposal system. **See attached addendum.**

B. PUBLIC/PRIVATE WATER: (Check One)

☒ This sale is not contingent upon any provision regarding well water quantity or quality or the ability to connect the property to a public or private source of potable water.

OR ☐ This sale is contingent upon a provision regarding well water quantity or quality or the ability to connect the property to a public or private source of potable water. **See attached addendum.**

C. SURVEY: Buyer is advised that a survey of the Property may be required to meet the underwriting requirement of the title insurers and/or mortgage lender: **(Check One)**

☒ This sale is not contingent on a survey or lot/land boundary markers.

OR ☐ This sale is contingent on a survey or lot/land boundary markers. **See attached addendum.**

Buyer CHAL

Seller WHL
CBRB MAR02SA (10/13)

Buyer(s): Crusader Homes LLC
Seller(s): Windy Hill LLC

Property: 14401A CUBA ROAD, COCKEYSVILLE, Baltimore County, MD 21030

17. ADDENDA: The Addenda checked below, which are hereby attached, are made a part of this Contract:

- | | |
|--|--|
| ☒ Affiliated Business Disclosure Notice | ☐ Local Private/Public Water |
| ☐ Cash/Conventional Financing Appraisal Contingency | ☐ Maryland Non-Resident Seller Transfer Withholding Tax |
| ☐ Disclosure of Licensee Status | ☐ Mineral Rights |
| ☐ Homeowners Association Notice | ☐ Purchase Price Escalation |
| ☐ Kickout | ☐ Sale, Financing, Settlement or Lease of Other Real Estate |
| ☐ Local City/County Certifications/Registrations | ☐ Seller's Purchase of Another Property |
| ☐ Local City/County Notices/Disclosures | ☐ Seller Contribution |
| ☐ Conservation Easement Addendum | ☐ Third Party Approval |
| ☐ Property Subject to Ground Rent | ☒ Unimproved Land Contract Addendum |
| ☐ Other Addenda/Special Conditions: | |

18. (RESERVED).

19. DEPOSIT: If the Deposit is held by a Broker as specified in Paragraph 7(c) of this Contract, Buyer hereby authorizes and directs Broker to hold the Deposit instrument without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial Deposit and additional Deposits (the "Deposit"), if any, shall be placed in escrow as provided in Paragraph 7(e) of this Contract and in accordance with the requirements of Section 17-502(b)(1) of the Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial Deposit instrument shall be promptly returned to Buyer. The Deposit shall be disbursed at settlement. In the event this Contract shall be terminated or settlement does not occur, Buyer and Seller agree that the Deposit shall be disbursed by Broker only in accordance with a Release of Deposit agreement executed by Buyer and Seller. In the event Buyer and/or Seller fail to complete the real estate transaction in accordance with the terms and conditions of this Contract, and either Buyer or Seller shall be unable or unwilling to execute a Release of Deposit agreement, Buyer and Seller hereby acknowledge and agree that Broker may distribute the Deposit in accordance with the provisions of Section 17-505(b) of the Business Occupations and Professions Article, Annotated Code of Maryland.

20. DEED AND TITLE: Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances (except in the case of transfer by personal representative of an estate), shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract. In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.

21. CONDITION OF PROPERTY AND POSSESSION: At settlement, Seller shall deliver possession of the Property and shall deliver the Property vacant, clear of trash and debris and in substantially the same condition as existed on the Date of Contract Acceptance. Buyer reserves the right to inspect the Property within five (5) days prior to settlement. **EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT, INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS."**

22. ADJUSTMENTS: Homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement; and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including Metropolitan District Sanitary Commission, Washington Suburban Sanitary Commission, or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law.

Buyer CHL

Seller WHL
CERB MAR02SA (10/13)

Buyer(s): Crusader Homes LLC
Seller(s): Windy Hill LLC

Property: 14401A CUBA ROAD, COCKEYSVILLE, Baltimore County, MD 21030

23. SETTLEMENT COSTS: Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects.

24. TRANSFER CHARGES: Section 14-104 of the Real Property Article, Annotated Code of Maryland provides that, unless otherwise negotiated in the Contract or provided by State or local law, the cost of any recordation tax or any State or local Transfer Tax shall be shared equally between the Buyer and Seller. Unless otherwise provided by an addendum to this Contract, the costs of state and local transfer and recordation taxes (other than agricultural land transfer tax) shall be shared equally by Buyer and Seller.

25. BROKER LIABILITY: Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.

26. BROKER'S FEE: All parties irrevocably instruct the settlement officer to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation.

27. SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller and the Property conveyed free thereof. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and the deposits shall be disbursed in accordance with the Deposit paragraph of this Contract.

28. BUYER RESPONSIBILITY: If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified, or fails to pursue financing diligently and in good faith, or if Buyer makes any misrepresentations in any document relating to financing, or takes (or fails to take) any action which causes Buyer's disqualification for financing, then Buyer shall be in default; and Seller may elect by written notice to Buyer, to terminate this Contract and/or pursue the remedies set forth under the Default paragraph of this Contract.

29. HOMEOWNER'S ASSOCIATION: The Property is not part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act, unless acknowledged by attached addendum.

30. GROUND RENT: If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See Property Subject to Ground Rent Addendum.)

31. SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE: Neither this Contract nor the granting of Buyer's loan referred to herein is to be conditioned or contingent in any manner upon the sale, settlement and/or lease of any other real

estate unless a contingency for the sale, settlement and/or lease of other real estate is contained in an addendum to this Contract. Unless this Contract is expressly contingent upon the sale, settlement and/or lease of any other real estate, Buyer shall neither apply for nor accept a financing loan commitment which is contingent upon or requires as a pre-condition to funding that any other real estate be sold, settled and/or leased.

32. LEASES: Seller may neither negotiate new leases nor renew existing leases for the Property which extend beyond settlement or possession date without Buyer's written consent.

33. DEFAULT: Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the initial Deposit and additional Deposits (the "Deposit") may be retained by Seller as long as a Release of Deposit Agreement is signed and executed by all parties, expressing that said Deposit may be retained by Seller. In the event the parties do not agree to execute a Release of

Buyer CHaL /

Seller WHiL
CBRB MAR02SA (10/13)

Buyer(s): Crusader Homes LLC
 Seller(s): Windy Hill LLC

Property: 14401A CUBA ROAD, COCKEYSVILLE, Baltimore County, MD 21030

Deposit Agreement, Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Broker's sole responsibility may be met, at Broker's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into the court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon Broker's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by Broker to file an action of interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Broker to deduct from the Deposit all costs incurred by Broker in the filing and maintenance of such action of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of \$500 or the amount of the Deposit held by Broker. All such fees and costs authorized herein to be deducted may be deducted by Broker from the Deposit prior to paying the balance of the Deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be the exclusive property of Broker. If the amount deducted by Broker is less than the total of all of the costs incurred by Broker in filing and maintaining the interpleader action, then Buyer and Seller jointly, and severally, agree to reimburse Broker for all such excess costs upon the conclusion of the interpleader action.

34. MEDIATION OF DISPUTES: Mediation is a process by which the parties attempt to resolve a dispute or claim with the assistance of a neutral mediator who is authorized to facilitate the resolution of the dispute. The mediator has no authority to make an award, to impose a resolution of the dispute or claim upon the parties or to require the parties to continue mediation if the parties do not desire to do so. Buyer and Seller agree that any dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract shall be mediated through the Maryland Association of REALTORS®, Inc. or its member local boards/associations in accordance with the established Mediation Rules and Guidelines of the Association or through such other mediator or mediation service as mutually agreed upon by Buyer and Seller, in writing. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees. Buyer and Seller further agree that the obligation of Buyer and Seller to mediate as herein provided shall apply to all disputes or claims arising whether prior to, during or within one (1) year following the actual contract settlement date or when settlement should have occurred. Buyer and Seller agree that neither party shall commence any action in any court regarding a dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract, without first mediating the dispute or claim, unless the right to pursue such action or the ability to protect an interest or pursue a remedy as provided in this Contract, would be precluded by the delay of the mediation. In the event the right to pursue such action, or the ability to protect an interest or pursue a remedy would be precluded by the delay, Buyer or Seller may commence the action only if the initial pleading or document commencing such action is accompanied by a request to stay the proceeding pending the conclusion of the mediation. If a party initiates or commences an action in violation of this provision, the party agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the other party to enforce the obligation as provided herein. The provisions of this paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

35. ATTORNEY'S FEES: In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including, but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator. In any action or proceeding between Buyer and Seller and/or between Buyer and Broker(s) and/or Seller and Broker(s) resulting in Broker(s) being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before the Maryland Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Broker(s) harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Broker(s) in such action or proceeding, providing that such action or proceeding does not result in a judgment against Broker(s).

As used in this Contract, the term "Broker(s)" shall mean: (a) the two (2) Brokers as identified on Page 9 of this Contract; (b) the two (2) named Sales Associates identified on Page 9 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified.

This Paragraph shall apply to any and all such action(s) or proceeding(s) against Broker(s) including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Broker(s), including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or

Buyer CHAL /

Seller WJL /
 CBRB MAR02SA (10/13)

Buyer(s): Crusader Homes LLC
 Seller(s): Windy Hill LLC

Property: 14401A CUBA ROAD, COCKEYSVILLE, Baltimore County, MD 21030

breach of fiduciary duty by Broker(s). The provision of this Paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

36. NOTICE OF BUYER'S RIGHT TO SELECT SETTLEMENT SERVICE PROVIDERS: Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in the Financial Institutions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

37. FARM/CROPS/TIMBER RIGHTS: Seller or any tenant of Seller shall be allowed to harvest, sell or assign any annual crops which have been planted on the Property prior to the Date of the Contract Acceptance, even though said harvest time may occur subsequent to the date of the settlement on this Contract, unless otherwise agreed by attached addendum. If the crop consists of timber, neither Seller nor any tenant of Seller shall have any right to harvest the timber unless the right to remove same shall be established by attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the Property shall be allowed to complete the harvest of any annual crops which have been planted prior to the Date of Contract Acceptance, as previously agreed between Seller and Tenant.

38. PROPERTY INSURANCE BROCHURE: An informational brochure published by the Maryland Association of REALTORS®, Inc. titled "The New Reality of Property Insurance – What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property to be purchased.

39. GUARANTY FUND: NOTICE TO BUYER: BUYER IS PROTECTED BY THE REAL ESTATE GUARANTY FUND OF THE MARYLAND REAL ESTATE COMMISSION, UNDER SECTION 17-404 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR LOSSES IN AN AMOUNT NOT EXCEEDING \$50,000 FOR ANY CLAIM.

40. (RESERVED).

41. MARYLAND NON-RESIDENT SELLER: If the Property is not the Seller's principal residence and the Seller is a non-resident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a withholding tax from the proceeds of sale may be withheld at the time of settlement except as otherwise provided by Maryland law. (See Maryland Non-Resident Seller Transfer Withholding Tax Addendum.)

42. INTERNAL REVENUE SERVICE FILING: Buyer and Seller each agree to cooperate with the settlement officer by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

43. NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA: Buyer is advised that all or a portion of the property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the Critical Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery and Washington Counties do not include land located in the Critical Area.

44. WETLANDS NOTICE: Buyer is advised that if all or a portion of the Property being purchased is wetlands, the approval of the U.S. Army Corps of Engineers will be necessary before a building permit can be issued for the Property. Additionally, the future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. For information as to whether the Property includes wetlands, Buyer may contact the Baltimore District of the U.S. Army Corps of Engineers. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of wetlands prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

45. FOREST CONSERVATION ACT NOTICE: If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Buyer will be required to comply with the provisions of the Maryland Forest Conservation Act imposed by Section 5-1601, et seq. of the Natural Resources Article, Annotated Code of Maryland, including, among other things, the

Buyer CHL /

Buyer(s): Crusader Homes LLC
 Seller(s): Windy Hill LLC

Property: 14401A CUBA ROAD, COCKEYSVILLE, Baltimore County, MD 21030

submission and acceptance of a Forest Stand Delineation and a Forest Conservation Plan for the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to this Contract, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, Seller represents and warrants that no activities have been undertaken on the Property by Seller in violation of the Forest Conservation Act.

46. NOTICE CONCERNING CONSERVATION EASEMENTS: If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum.)

47. FOREIGN INVESTMENT TAXES-FIRPTA: Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three Hundred Thousand Dollars (\$300,000.00), Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.

48. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS. Buyer may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing this Contract. Buyer shall have no right to cancel this Contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of the Property, whether acting as the agent for Seller or Buyer, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

49. MILITARY INSTALLATIONS: This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels.

50. NOTICE TO THE PARTIES:

(A) NO REPRESENTATIONS: Brokers, their agents, subagents and employees, make no representations with respect to:

- (1) Water quantity, quality, color, or taste or operating conditions of public and/or private water systems;
- (2) Location, size or operating condition of on-site sewage disposal systems;
- (3) The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities or private entities, should public utilities be extended or available to the subject Property. (Buyer should consult the Department of Public Works to determine the availability of proposed future extensions of utilities.);
- (4) Lot size and exact location. If the subject Property is part of a recorded subdivision, Buyer can review the plat upon request at the Record Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size and location through a survey by a licensed engineer or land surveyor, at Buyer's expense; or
- (5) Existing zoning or permitted uses of the Property. Buyer should contact the Zoning Office and/or a licensed engineer to verify zoning and permitted uses.

(B) NO ADVISING: Brokers/agents are not advising the parties as to certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, subdivision, environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, radium, mold spores, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), asbestos, polybutylene piping and lead-based paint. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.

(C) COMPENSATION OF VENDORS: Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors.

51. PROPERTY TAX NOTICE - 60 DAY APPEAL: If any real property is transferred after January 1 and before the beginning of the next taxable year to a new owner, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer.

Buyer: CHAL

Seller: WHL
 CBRB MAR02SA (10/13)

Buyer(s): Crusader Homes LLC
 Seller(s): Windy Hill LLC

Property: 14401A CUBA ROAD, COCKEYSVILLE, Baltimore County, MD 21030

52. NON-ASSIGNABILITY: This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.

53. PARAGRAPH HEADINGS: The Paragraph headings of this Contract are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

54. COMPUTATION OF DAYS: As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:01 a.m. to and including 11:59:59 p.m. E.S.T. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

55. ENTIRE AGREEMENT: This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and, if permitted as herein provided, assigns. Once signed, the terms of this Contract can only be changed by a document executed by all parties. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

56. ELECTRONIC DELIVERY: The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by telefax or telecopier transmittal, or delivers a digital image of the executed document by email transmittal.

6F1020C7-8CD5 <i>Crusader Ho LLC</i> 8/12/2014 2:33:21 PM Buyer's Signature Crusader Homes LLC	8FF6B31D-B61E <i>Windy Hill LLC</i> Seller's Signature Windy Hill LLC
Date	Date
Buyer's Signature	Date
Date	Seller's Signature
Date	Date

DATE OF CONTRACT ACCEPTANCE: _____

Buyer(s): Crusader Homes LLC
Seller(s): Windy Hill LLC

Property: 14401A CUBA ROAD, COCKEYSVILLE, Baltimore County, MD 21030

Contact Information:

BUYER / NAMES(S): Crusader Homes LLC
MAILING ADDRESS: _____

SELLER / NAMES(S): Windy Hill LLC
MAILING ADDRESS: _____

Information provided for reference only:

LISTING BROKER: Coldwell Banker Residential Brokerage BRANCH OFFICE: _____
OFFICE PHONE: 410-821-1700 FAX: 410-821-0379 BROKER/AGENT MLS ID: BC9262230
OFFICE ADDRESS: 10751 FALLS RD STE# 265, LUTHERVILLE, MD 21093
SALES ASSOCIATE: David Wilson E-Mail: dawilson@cbmove.com PHONE: 410-821-1700

ACTING AS: ☐ LISTING BROKER AND SELLER AGENT; OR
☒ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

SELLING BROKER: Coldwell Banker Residential Brokerage BRANCH OFFICE: Columbia
OFFICE PHONE: _____ FAX: 4107400106 BROKER/AGENT MLS ID: _____
OFFICE ADDRESS: 6031 University Blvd Ste 100, Ellicott City, MD 21043
SALES ASSOCIATE: Kathleen Buckley E-Mail: Kathleen.Buckley@cbmove.com PHONE: _____

ACTING AS: ☐ SELLER AGENT (WHETHER "COOPERATING AGENT" OR "SELLING AGENT"); OR
☐ BUYER AGENT; OR
☒ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

Buyer(s): Crusader Homes LLC
Seller(s): Windy Hill LLC

Property: 14401A CUBA ROAD, COCKEYSVILLE, Baltimore County, MD 21030

**MARYLAND
(BALTIMORE COUNTY)
GENERAL ADDENDUM TO ALL CONTRACTS OF SALE
FOR UNIMPROVED PROPERTIES LOCATED IN THE STATE OF MARYLAND**

**Required Coldwell Banker Residential Brokerage Addendum for Every Contract of Sale for New or Resale,
Unimproved Residential Property**

Contract of Sale dated: _____

Buyer(s): _____ Crusader Homes LLC

Seller(s): _____ Windy Hill LLC

Property: 14401A CUBA ROAD _____ COCKEYSVILLE MD 21030

- Regarding:
1. Notice of Buyer's Right to Include a Contingency for Property Inspection(s)
 2. Consumer Disclosures Required by State and/or Local Law
 3. Additional General Contract Provisions

1. PROPERTY INSPECTION: (*)

A. General Terms: Buyer has the right, subject to Seller's written acceptance, to make the offer to purchase contingent upon an inspection of the Property. The inspections will be performed by a professional engineer, expert or inspection specialist of Buyer's choice, at Buyer's risk of damage to the Property, and at Buyer's expense. Buyer has the right to be present during any inspection of the Property. Separate inspection addenda shall set forth the scope of the inspection and shall include provisions regarding the timely completion of the inspection and the delivery of inspection results as well as the mechanism or procedure to be followed by Buyer and Seller in responding to situations or conditions objected to by Buyer. The Brokers and Sales Associates may, if requested, provide information regarding inspection service companies available and fees charged.

B. Scope of the Property Inspections:

1. Property Characteristics to Be Considered: There may be a number of property characteristics which could affect the suitability of the Property for Buyer's intended use. Brokers and Sales Associates are not generally aware of these characteristics and/or do not have the technical knowledge to advise Buyer of the significance of these characteristics. Therefore, Buyer may wish to have additional inspections of the Property made. The following information is provided to assist Buyer in making an informed decision regarding the scope of any additional inspections.

a. Environmental Considerations: Hazardous Materials: There are hazardous materials which could affect the Property. Hazardous materials include, but are not necessarily limited to, petroleum products, cleaning chemicals, paint and lead-based paint (See Section 1), lawn and garden chemicals, urea formaldehyde foam insulation (UFFI), asbestos, toxic mold, contamination affecting soil and drinking water, electromagnetic fields from high tension wires, interior pollutants from improper ventilation, including the presence of radon gas in excess of EPA standards, the proximity of landfills and disposal sites, and the presence of underground storage tanks. Additional information regarding these substances is available from the U.S. Environmental Protection Agency (EPA) at (202) 546-4111 or www.epa.gov/epahome/hotline.htm and/or the Maryland Department of the Environment at (410) 537-3000 or www.mde.state.md.us.

b. Waters of the U.S.: Jurisdictional Wetlands: If all or a portion of the Property has been designated tidal or nontidal wetlands, the approval of both the federal and state government may be necessary before a building permit for either new construction or expansion or improvement of existing structures can be issued for the Property. Additionally, the future use of existing improved properties may be restricted. Additional information regarding wetlands is available from the U.S. Army Corps of Engineers, Regulatory Branch (410) 962-3670 and the Maryland Department of National Resources, Tidal Wetlands Division (410) 537-3837 and the Nontidal Division (410) 537-3768.

c. Airport Noise Zone: If all or a portion of the Property is located in the vicinity of an airport, Buyer may wish to review an airport noise zone map if available.

d. Flood Plain: (*) The Property or part of the Property could be located in an area established by the government as a "flood plain". If the property is located in a flood plain, flood insurance could be required by the mortgage lender as a condition for granting a mortgage. Construction on the Property could be prohibited or restricted.

CBRB BC316AJ (01/10)

Buyer(s): Crusader Homes LLC
Seller(s): Windy Hill LLC

Property: 14401A CUBA ROAD, COCKEYSVILLE, Baltimore County, MD 21030

2. CONSUMER DISCLOSURES:

A. Disclosures Required by the State of Maryland:

1. Agency Disclosures and Acknowledgment: (*) Buyer and Seller acknowledge that prior to entering into this Contract they have been fully informed in writing of the agency relationships which the Brokers and Sales Associates involved in this sale have with Buyer and with Seller and, in addition, Buyer and Seller have provided written consent to those agency relationships.

2. Homeowners Association and/or Condominium Law and Private Agreements: (*) If the Property is a part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowners Association Act, and/or a condominium unit, and/or subject to private maintenance agreements, Seller will make the necessary disclosures by additional attached addendum.

3. Forest Conservation: The Maryland Forest Conservation Act requires that any person making an application for a development, subdivision, site plan, building or grading or sediment and erosion control permit for an area greater than 40,000 sq. ft. must complete forest stand delineation and forest conservation plans. These plans require preparing and filing extensive documents and payment of certain deposits/fees. Consult the appropriate office of the local government for details.

4. Agriculturally Assessed Property/Mandatory Sludge Notice: If the subject Property is agriculturally assessed, the Purchaser is given the following notice: "Under § 9-241 of the Environment Article of the Annotated Code of Maryland, the Department of the Environment is required to maintain permanent records regarding every permit issued for the utilization of sewage sludge, including the application of sewage sludge on farm land. A prospective buyer has the right to ascertain all such information regarding the property being sold under this transaction."

5. Real Property Tax Escrow Notice: Pursuant to the State of Maryland Annotated Code, Tax Property Article § 10-204.3, a property owner may elect to pay real property taxes on an annual or semi-annual basis. Buyer(s) is advised to convey to their settlement attorney whether they wish to pay real property taxes annually or semi-annually.

B. Disclosures Required by Baltimore County:

NOTE: IF SELLER'S BALTIMORE COUNTY NOTICES AND DISCLOSURES ADDENDUM IS A PART OF THE CONTRACT OF SALE, PLEASE PROCEED TO PARAGRAPH 6.

1. BALTIMORE COUNTY TRANSFER TAX EXEMPTION FOR OWNER-OCCUPIED RESIDENTIAL PROPERTY: Buyer and Seller are hereby advised that the Baltimore County Transfer Tax does not apply to the first Twenty-Two Thousand Dollars (\$22,000.00) of consideration payable for residentially improved owner-occupied real property. Under Baltimore law, the Buyer will receive the full benefit of this exemption, unless the Seller pays all Baltimore County transfer taxes, in which case the Seller will receive the benefit. (initial) _____ Seller agrees to pay all Baltimore County transfer taxes.

2. NOTICE TO BUYER - PRIVATE SEWER AND/OR WATER SUPPLY SYSTEM: Seller hereby discloses that the Property is water or is not _____ (Seller to initial applicable provision) served by a private sewer system and/or is _____ or is not _____ (Seller to initial applicable provision) served by a private water supply system.

3. PUBLIC WATER OR SEWER FACILITIES; NOTICE TO BUYERS OF REAL ESTATE IN BALTIMORE COUNTY: The Property is subject to a fee or assessment charged under the authority granted to developer pursuant to Section 32-4-310 of the Baltimore County Code, which purports to cover or defray the cost of installing all or part of the public water or sewer facilities constructed by the developer of the subdivision known as SCOTT'S MANOR. This fee or assessment is \$ _____, payable annually in the month of _____ to _____.

_____ (name and address) (hereinafter called "lienholder") until _____. There may be a right of prepayment or discount for early payment which may be ascertained by contacting the lienholder. The fee and assessment is a contractual obligation between the lienholder and each owner of the Property, that runs with the land, and is not in any way, a fee or assessment of Baltimore County.

4. NOTICE TO BUYER - HOUSE REMOVED FROM FLOOD PLAINS: Seller hereby discloses to Buyer that the house, building or structure, which is the subject of the Contract, has _____ or has not _____ (Seller to initial applicable provision) been removed from a 100-year flood plain located in Baltimore County.

5. HISTORIC OR LANDMARK PROPERTY: Seller hereby discloses to Buyer that the Property is water or is not _____ (Seller to initial applicable provision) located within a historic district under the Baltimore County Code or does _____ or does not _____ (Seller to initial applicable provision) appear on the Baltimore County preliminary landmarks list or final landmarks list. Buyer acknowledges that if the Property is located within a historic district or appears on either the Baltimore County preliminary or final landmarks list, Buyer's use of the Property shall be subject to the provision of the Baltimore County Code. For further information, contact the Baltimore County Office of Planning at (410) 887-3211, 401 Bosley Avenue, Suite 406, Towson, Maryland 21204.

CBRB BC316AJ (01/10)

Buyer(s): Crusader Homes LLC
Seller(s): Windy Hill LLC

Property: 14401A CUBA ROAD, COCKEYSVILLE, Baltimore County, MD 21030

6. **MASTER PLAN:** Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by provisions of the current Baltimore County Master Plan. You may wish to review the master plan. To become fully informed of current and future land use plans, facilities plans, public works plans or school plans, you should consult the appropriate Baltimore County agency for information regarding such plans. For further information, contact Baltimore County Office of Planning at 410-887-3211, 401 Bosley Avenue, Suite 406, Towson, Maryland 21204.

Buyer acknowledges that Seller has informed Buyer that:

- a. the Property may be affected by provisions of the master plan and that Buyer may wish to review the master plan, and
- b. in order to become fully informed of current and future land use plans, facilities plans, public works plans, school plans, or other plans affecting the Property or locality, Buyer should consult the appropriate state, Baltimore County or other authorities for information regarding such plans.

Buyer's signature for master plan disclosure:

Buyer's Signature Crusader Homes LLC

Buyer's Signature

7. **DEVELOPMENT PLAN:** Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by the provisions of a development plan. To become fully informed of any current development plan affecting the Property, and in order to have an opportunity to review such development plan, Buyer should contact the appropriate Baltimore County agency. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland 21204.

8. **PANHANDLE LOTS:** (*) Buyer is hereby advised that if the Property is a panhandle lot (as defined in Section 32-4-101 of the Baltimore County Code), the County is not responsible for maintaining the road, removing snow, or providing trash collection along the panhandle driveway. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland 21204.

9. **AGRICULTURAL OPERATIONS:** (*) If the Property is located in, or within five hundred feet (500') of an R.C.4 zone, Buyer is hereby advised that the Property may be subject to inconvenience or discomforts arising from agricultural operations, including, but not limited to: operation of machinery of any kind (including aircraft) during any 24-hour period; the storage and disposal of manure; and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Baltimore County shall not consider an agricultural operation to be a public or private nuisance if the operation complies with all federal, state or county health and zoning requirements and is not being conducted in a negligent manner. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland 21204.

10. **NOTICE TO BUYER: PRIVATE WATER SUPPLY/WELL**

a. If the Property is served by, or intended to be serviced by, a private water supply, attach separate Baltimore County Well Water Notice and Addendum (GBBR form 1451).

b. **ELEVATED LEVELS OF NATURALLY OCCURRING RADIUM:** Buyer is notified that Baltimore County Department of Environmental Protection and Resource Management has advised that, as a result of a water quality survey, elevated levels of naturally occurring radium and uranium have been found in some wells located in the Baltimore Gneiss formation. Properties serviced by public water are not impacted. Property Owners in the affected area will be required to test new and replacement wells and, if applicable, install a treatment system (water softener or reverse osmosis), prior to being granted a Certificate of Potability and putting the well into use. There are no regulations that require private owners of existing private wells to meet US EPA drinking water standards for radioactivity. Buyer of property served by private water supply will be provided with the brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide." For a copy of a general map of Baltimore County showing the potentially affected areas or for further information, Buyer should contact the Baltimore County Department of Environmental Protection and Resource Management at 410-887-2762.

Buyer to Initial:

If property is served by private water supply, Buyer acknowledges receipt of the brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide."

11. **RENTAL HOUSING LICENSE - BALTIMORE COUNTY:**

a. In Baltimore County, all buildings or a portion of a building that contain one to six dwelling units intended or designated as rental units must register and be licensed with Baltimore County on or before January 1, 2009.

b. A person who owns and rents a dwelling unit or portion of a dwelling unit without a license may be subject to the denial, suspension, revocation or non-renewal of the license and/or civil penalties of \$25 per day for each day a violation occurs and \$200 per day for each day a correction notice is not complied with, and there will be a \$1,000 fine for not complying with the Rental Registration Law.

c. In the event a dwelling located in Baltimore County is sold or a change of ownership of the dwelling occurs, the new property owner is required to notify the Baltimore County Department of Permits and Development Management of the change of ownership.

CBRB BC316AJ (01/10)

Buyer(s): Crusader Homes LLC
 Seller(s): Windy Hill LLC

Property: 14401A CUBA ROAD, COCKEYSVILLE, Baltimore County, MD 21030

C. DISCLOSURE RELATING TO EXXON GAS LEAK, 14258 JARRETTSVILLE PIKE, PHOENIX, MD 21131

On or about February 17, 2006, the Maryland Department of the Environment discovered that a gasoline leak had occurred at the Exxon gas station located at 14258 Jarrettsville Pike, Phoenix, Maryland 21131. Purchaser(s) acknowledge that this spill could affect well water in the area. Clean-up and environmental impact are being directed and monitored by the Maryland Department of the Environment Oil Control Program (MDE-OCP). Purchaser(s) are directed to refer questions to the MDE-OCP at 410-537-3443 or www.mde.state.md.us.

3. GENERAL PROVISIONS: (*)

A. Suitability of Property for Specific Use: (*) Buyer, by submission and acceptance by Seller of a specific contingency clause, has the right to ascertain that the Property will meet a specific purpose or can be adapted to a specific use.

B. Certifications: Depending on the type of mortgage applied for by Buyer, lender may require certain certifications that relate to major structural components of the Property or require inspections/appraisals that certify that the Property is free of specific hazards or conditions. Buyer and Seller agree to cooperate in the production of said certificates. Unless otherwise required by law, costs of inspections/certifications will be paid by appropriate party.

C. Credit Reports and Financial Data Sheets: The Seller acknowledges that the content, and accuracy and completeness of any financial information concerning the Buyer submitted in conjunction with the Contract of Sale will be considered to be the sole and exclusive representation of the Buyer. Unless expressly stated to the contrary the real estate licensees involved in the transaction have neither verified nor investigated the financial information provided by Buyer.

D. Settlement/Title Agent: Buyer selects _____
 ("Settlement/Title Agent") to conduct the settlement. Said Settlement/Title Agent shall order the title exam and survey (if required).

Buyer to Initial: _____

E. Insurance (*) "Homeowner's" insurance (property, casualty and liability insurance) protection for the buyer will be required by a mortgage lender and/or in any case is strongly recommended. Issuance of such insurance will require that the Buyer submit an application and may require an inspection of the property by a representative of the insurance company. Buyer is advised to communicate with an insurance company before final settlement to confirm that the required insurance policy will be issued and that the cost of the policy is within the range anticipated by the Buyer.

F. Release of Deposit: In the event the purchase transaction is not consummated, in accordance with Maryland law, deposits held in escrow by Coldwell Banker Residential Brokerage generally will not be released absent written agreement of the parties to the contract of sale or a court order.

PLEASE NOTE: AN ASTERISK (*) INDICATES THAT AN ADDITIONAL WRITTEN ADDENDUM PERTINENT TO THE SUBJECT MAY BE REQUIRED FOR THE CONTRACT OF SALE TO BE FULLY ENFORCEABLE.

Buyer and Seller by their signatures below confirm that they have read and that they understand and accordingly agree to the provisions of this General Addendum, including all information contained in the following paragraphs:

1. Notice of Buyer's Right to Include a Contingency for Property Inspection(s)
2. Consumer Disclosures Required by State and/or Local Law
3. Additional General Contract Provisions

8/12/2014 3:43:30 PM
 Crusader Ho. LLC
 Buyer _____ Date _____
 Crusader Homes LLC

3B60F519-AB57
 Windy Hi LLC
 8/13/2014 11:11:50 AM
 Seller _____ Date _____
 Windy Hill LLC

Buyer _____ Date _____

Seller _____ Date _____

Buyer's Email Address _____

Seller's Email Address _____

CBRB BC316AJ (01/10)

UNIMPROVED LAND CONTRACT ADDENDUM

ADDENDUM to Contract of Sale dated 8/12/14, 2014, by and between Buyer, CRUSADER HOMES, LLC, and Seller, WINDY HILL, LLC, for Property known as 14401A Cuba Road, Cockeysville, Maryland. The following provisions are included in and supersede any conflicting language in the Maryland Association of REALTORS® Unimproved Land Contract of Sale (the "Contract").

1. **Closing Conditions:** Section 8 of the Contract is amended such that if any condition to settlement contained in either (i) the Contract of Sale or (ii) in Section 2 below, shall not be satisfied as of the Date of Settlement specified in Section 8 of the Contract of Sale, Buyer may (i) waive the time for performance of the unsatisfied condition(s) and proceed to settlement in accordance with the terms of the Contract of Sale with Seller remaining obligated to proceed with due diligence to perform; (ii) terminate the Contract of Sale, whereupon Escrow Agent shall cause the Deposit to be delivered to Buyer and all parties shall thereupon be relieved of any further liability or obligation under the Contract of Sale with respect to the purchase of the Property; or (iii) extend the time for settlement until thirty (30) days after all said conditions have been satisfied.
2. **Building Permit Condition:** It is a condition to Buyer's obligation to close on the Property that Buyer obtains a building permit required for Buyer's intended use of the Property upon terms and conditions acceptable to Buyer in Buyer's sole discretion. The cost to obtain the necessary permit shall be the expense of Buyer. If a permit cannot be obtained, Buyer may terminate the Contract by delivery of written notice to Seller, and all Deposit(s) shall be delivered to Buyer by Escrow Agent. If Buyer obtains a building permit prior to the Date of Settlement specified in Section 8 of the Contract of Sale, Buyer shall close on the Property within ten (10) days of Buyer obtaining a building permit.

All other terms and conditions of the Contract of Sale remain in full force and effect.

2EE56141-A2E4
Crusader Ho LLC
 8/12/2014 3:43:38 PM
 Buyer Signature _____ Date _____

C4E833B3-15D8
Windy Hi LLC
 8/13/2014 11:11:52 AM
 Seller Signature _____ Date _____

BALTIMORE COUNTY NOTICES AND DISCLOSURES ADDENDUM

(For use with Maryland Association of REALTORS® Residential Contract of Sale)

ADDENDUM NUMBER _____ **dated** _____ **to CONTRACT OF SALE (the "Contract") dated** _____

BUYER: _____

SELLER: _____ **Windy Hill, LLC**

PROPERTY: **14401A Cuba Road** **Cockeysville MD 21030**

1. **MASTER PLAN:** Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by provisions of the current Baltimore County Master Plan. You may wish to review the Master Plan. To become fully informed of current and future land use plans, facilities plans, public works plans or school plans, you should consult the appropriate Baltimore County agency for information regarding such plans. For further information, contact Baltimore County Office of Planning at 410-887-3211, 401 Bosley Avenue, Suite 408, Towson, Maryland, 21204.

Buyer acknowledges that Seller has informed Buyer that (a) the Property may be affected by provisions of the Master Plan and that Buyer may wish to review the Master Plan, and (b) in order to become fully informed of current and future land use plans, facilities plans, public works plans, school plans, or other plans affecting the Property or locality, Buyer should consult the appropriate state, Baltimore County or other authorities for information regarding such plans.

Buyer's Signature _____ Buyer's Signature _____

2. **DEVELOPMENT PLAN:** Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by the provisions of a development plan. To become fully informed of any current development plan affecting the Property, and in order to have an opportunity to review such development plan, Buyer should contact the appropriate Baltimore agency. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.
3. **PANHANDLE LOTS:** Buyer is hereby advised that if the Property is a panhandle lot (as defined in Section 32-4-101 of the Baltimore County Code), the County is not responsible for maintaining the road, removing snow, or providing trash collection along the panhandle driveway. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.
4. **AGRICULTURAL OPERATIONS:** If the Property is located in, or within five hundred feet (500') of an R.C. 4 zone, Buyer is hereby advised that the Property may be subject to inconveniences or discomforts arising from agricultural operations, including, but not limited to: operation of machinery of any kind (including aircraft) during any 24-hour period; the storage and disposal of manure; and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Baltimore County shall not consider an agricultural operation to be a public or private nuisance if the operation complies with all federal, state or county health and zoning requirements and is not being conducted in a negligent manner. For further information, contact Baltimore County Department of Permits & Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.
5. **BALTIMORE COUNTY TRANSFER TAX EXEMPTION FOR OWNER-OCCUPIED RESIDENTIAL PROPERTY:** Buyer and Seller are hereby advised that the Baltimore County Transfer Tax does not apply to the first Twenty-Two Thousand Dollars (\$22,000.00) of consideration payable for residentially improved owner-occupied real property. Under Baltimore law, the Buyer will receive the full benefit of this exemption, unless the Seller pays all Baltimore County transfer taxes, in which case the Seller will receive the benefit. (Initial) _____ Seller agrees to pay all Baltimore County transfer taxes.
6. **NOTICE TO BUYER: PRIVATE SEWER AND/OR WATER SUPPLY SYSTEM:** Seller hereby discloses that the Property is not or is not (Seller to initial applicable provision) served by a public sewer or water supply system and/or not or is not (Seller to initial applicable provision) equipped with a private sewer or water supply system.

This form has been prepared for the sole use of the following Boards/Associations of REALTORS® and their members. Each Board/Association, including its members and employees, assumes no responsibility if this form fails to protect the interests of any party. Each party should seek its own legal, tax, and financial or other advice.

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Carroll County Association of REALTORS®, Inc. Howard County Association of REALTORS®, Inc.
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FORM 1600 (REV. 12/2008)

Page 1 of 3

CBRE BC330AJ (02/08)

David A. Wilson 443-641-1282

7. PUBLIC WATER OR SEWER FACILITIES; NOTICE TO BUYERS OF REAL ESTATE IN BALTIMORE COUNTY: The Property is subject to a fee or assessment charged under the authority granted to developer pursuant to Section 32-4-310 of the Baltimore County Code, which purports to cover or defray the cost of installing all or part of the public water or sewer facilities constructed by the developer of the subdivision known as Scott's Manor. This fee or assessment is \$ N/A, payable annually in the month of _____ to _____ (name and address) (hereinafter called "lienholder") until _____. There may be a right of prepayment or discount for early payment which may be ascertained by contacting the lienholder. The fee and assessment is a contractual obligation between the lienholder and each owner of the Property, that runs with the land, and is not in any way, a fee or assessment of Baltimore County.

8. NOTICE TO BUYER: PRIVATE WATER SUPPLY/WEEL:

- A. If the Property is served by, or intended to be serviced by, a private water supply, attach separate Baltimore County Well Water Notice and Addendum (GBBR form 1451).
- B. **ELEVATED LEVELS OF NATURALLY OCCURRING RADIUM:** Buyer is notified that Baltimore County Department of Environmental Protection and Resource Management has advised that, as a result of a water quality survey, elevated levels of naturally occurring radium and uranium have been found in some wells located in the Baltimore Gneiss formation. Properties serviced by public water are not impacted. Property Owners in the affected area will be required to test new and replacement wells and, if applicable, install a treatment system (water softener or reverse osmosis), prior to being granted a Certificate of Potability and putting the well into use. There are no regulations that require private owners of existing private wells to meet US EPA drinking water standards for radioactivity. Buyer of property served by private water supply will be provided with the brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide." For a copy of a general map of Baltimore County showing the potentially affected areas or for further information, Buyer should contact the Baltimore County Department of Environmental Protection and Resource Management at 410-887-2162.

Buyer to Initial:

_____ If property is served by private water supply, Buyer acknowledges receipt of the brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide"

9. NOTICE TO BUYER - HOUSE REMOVED FROM FLOOD PLAINS: Seller hereby discloses to Buyer that the house, building or structure which is the subject of the Contract, has _____ or has not _____ (Seller to initial applicable provision) been removed from a 100-year flood plain located in Baltimore County. N/A

10. HISTORIC OR LANDMARK PROPERTY: Seller hereby discloses to Buyer that the Property is _____ or is not _____ (Seller to initial applicable provision) located within a historic district under the Baltimore County Code or does _____ or does not _____ (Seller to initial applicable provision) appear on the Baltimore County preliminary landmarks list or final landmarks list. Buyer acknowledges that if the Property is located within a historic district or appears on either the Baltimore County preliminary or final landmarks list, Buyer's use of the Property shall be subject to the provision of the Baltimore County Code. For further information, contact the Baltimore County Office of Planning at (410) 887-3214, 401 Bosley Avenue, Suite 408, Towson, Maryland 21204.

11. RENTAL HOUSING LICENSE - BALTIMORE COUNTY:

- A. In Baltimore County, all buildings or a portion of a building that contain one to six dwelling units intended or designated as rental units must register and be licensed with Baltimore County on or before January 1, 2009.
- B. A person who owns and rents a dwelling unit or a portion of a dwelling unit without a license may be subject to the denial, suspension, revocation or non-renewal of the license and/or civil penalties of \$25 per day for each day a violation occurs and \$200 per day for each day a correction notice is not complied with, and there will be a \$1,000 fine for not complying with the Rental Registration Law.

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 Carroll County Association of REALTORS®, Inc. Howard County Association of REALTORS®, Inc.
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0A3C9F40-83FD
Consador Ha PCC
BUYER
8/12/2014 3:43:55 PM

DATE

BUYER

DATE

SELLER

DATE

Hand: Hall, LLC

SELLER

DATE

Hand: Hall, LLC
Joseph A. Stuber

1/25/14

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FORM 1800 (REV. 12/2008)

Page 1 of 1

GBRB BCS30AJ (02/06)

David A. Wilson 443-841-1282



Baltimore County Department of Environmental Protection and Sustainability
111 W. Chesapeake Ave, Room 319 Towson, MD 21204
Ground Water Management (410) 887-2762

10/27/14

Mr. Judd Maslack
CRUSADER HOMES LLC
14410 CUBA RD,
COCKEYSVILLE, MD 21030

Dear Mr. Maslack,

The Groundwater Management Section has issued approval of Building Permit B856820 for a **4-bedroom dwelling** located at 14401A Cuba Road, Part of Lot 1 of Scotts Manor, in zip code 21030, Election District 8. Approval was based upon a determination by this Department that the subject property has suitable soils to install an on-site sewage disposal system (OSDS) and a well that meets the minimum yield test requirements. Approval of the Use and Occupancy permit will be contingent on the OSDS being installed in accordance with the requirements contained herein, and a determination by the Department that the water supply meets the water quality standards to issue a certificate of potability (COP).

OSDS Information

Perc Test Results:

A1	C 0-6'	BGn 6-16'	11 min. 6'
B1	C 0-4'	BGn 4-16'	
*C1	C 0-6'	BGn 6-16'	

System Design: Eco Pod E-60, 1 distribution box, 2 absorption trenches, 70 ft. long, 2 ft. wide, 10 ft. deep with 8.5 ft. of # 2 stone. (see Notes 1-7 on page 2)

System Location: System must be installed as shown in the approved final site plan.

Interim System: No (if YES, see Note 8 on page 2)

OSDS Comments:

Water Supply Information

Type of Water Supply: New Private Well

Sampling Requirements: Standard Sampling + Radionuclides (See Note 10 on page 2)

Well Details:

Well Tag No	Well Drill Date	Well Depth (ft)	Well Yield (gpm)	Yield Test Date*
BA100751	07/21/14	300	8.0	07/21/14

*Yield Tests are Valid for 3 years.

Other wells onsite:

Interim System: No (if Yes, see Note 8 on page 2)

Water Supply Comments:

Approved by

J. Robert Powell L.E.H.S.

- Note 1: A Plumbing Permit is required for installation of an OSDS. Installation shall conform to the Baltimore County Plumbing and Gasfitting Code. As per COMAR 26.04.02.07E, a person certified to install the selected BAT must be present during BAT installation.
- Note 2: The Department of Environmental Protection & Sustainability, Ground Water Management Section must be contacted if deviation to specification or location of the OSDS is necessary or desired.
- Note 3: The top of the septic tank, BAT, grease interceptor or pumping chamber shall not be deeper than 18" below grade. Manhole risers are to be installed to the surface over septic tanks, BATs, grease interceptors and pumping chambers. Tank covers shall remain in place.
- Note 4: The minimum separation distance between absorption trenches, unless otherwise specified, shall be the greater of 10 ft on center or a separation distance equal to twice the depth of stone below the pipe.
- Note 5: Four-Inch observation pipes shall be installed at the end of all absorption trenches that are 4 ft or deeper; observation pipes shall be brought to grade and capped.
- Note 6: Inspection must be made by the Plumbing Inspection Division (410-887-3620) prior to backfilling tanks and while absorption trenches are completely excavated to verify final depth and grade of trench. A transit or similar device must be provided.
- Note 7: BAT manufacturers are required to provide 5 years of maintenance. At the expiration of 5-years, it will be the owner's responsibility to have a continuous maintenance contract with certified service provider as per COMAR 26.04.02.07C. **Maryland Department of the Environment recommends that septic tanks, BAT and other pretreatment units be pumped at a frequency adequate to ensure that solids are not discharged to the disposal area.**
- Note 8: Approval has been granted for an interim OSDS and/or well water supply. In accordance with Section 2.19 of the Baltimore County Plumbing and Gasfitting Code, the interim system(s) must be abandoned and buildings connected to the metropolitan system within one year of metropolitan utilities becoming available.
- Note 9: In accordance with COMAR 26.04.04.09, a certificate of potability (COP) must be issued by the local authority prior to putting a well into service. **Standard sampling requirements include: bacteria, nitrates, turbidity, and sand.** Prior to sampling it is recommended that a qualified professional chlorinate the well and entire distribution system. Sampling must be done by Maryland Certified Water Sample Collector and tests performed by a Maryland Certified Laboratory.
- Note 10: Wells completed in the Baltimore Gneiss, Slaughterhouse Gneiss and Setter Formations may be elevated in radionuclides. Well water must be tested for GAPPA and GBPA in addition to the standard sampling. See attachment for more details.
- Note 11: Transient noncommunity water supplies (TNC) require on-going monitoring. Contact Environmental Health at 410-887-3663 to determine the type and frequency of testing.
- Note 12: Non-transient noncommunity water supplies (NTNC) require on-going monitoring. Contact MDE Water Supply Program at 410-537-3716 to determine the type and frequency of testing.
- Note 13: Analysis for Volatile Organic Compounds (VOCs; USEPA Method 524.2) may be required for areas where the Department has knowledge or suspects contamination of groundwater that may impact the proposed drinking water supply.

Gross Alpha, Gross Beta, Radium & Uranium Sampling Baltimore County

Required Testing:

All new wells put into service in the Baltimore Gneiss Formation must be tested for short term gross alpha particle activity (GAPA) and gross beta particle activity (GBPA) by a certified lab prior to treatment.

- If (GAPA) gross alpha results indicate that concentrations are less than 5.0 pCi/l, and if GBPA is less than 50 pCi/l, no further testing is required
- If GAPA results indicate that concentrations are between 5.0 -14.9 pCi/l, the owner must proceed with one of the following options:
 1. The water supply may be tested for radium 226/228. If the results indicate that the COMBINED concentrations are > 5.0 pCi/l, a treatment system must be installed and the water supply tested again to ensure that the treatment system is working properly. If results are < 5.0 pCi/l, no further testing or treatment is required.
 2. A water treatment device may be installed on the water supply and tested post-treatment to ensure that GAPA results are less than 5 pCi/l (or alternately that the combined radium 226/228 results are less than 5 pCi/l).
- If GAPA results indicate that concentrations are > 15.0 pCi/l or GBPA is > 50 pCi/l, a treatment system may be required. To determine, test for radium 226/228 and uranium. If combined radium 226/228 is less than 5 pCi/l, and uranium is less than 30 ug/l and the test results of GAPA minus the test result for uranium (converted to pCi/l) are less than 15 pCi/l, than no treatment is required.
- Where radium treatment device is required, post-treatment testing of GAPA by a certified laboratory is required to show that the system is working properly (i.e, GAPA results < 5 pCi/L, or alternately combined radium 226/228 results < 5 pCi/L).

Laboratories in the Baltimore Area Who Will Collect Radiological Samples

Name	Address	Phone Number
Aardvark Water Testing Laboratory, Inc.	260 Gateway Dr., Suite 3A Bel Air, MD 21014	(410) 691-2223
Trace Laboratories Inc.	5 North Park Dr Hunt Valley, MD 21030	(410) 584-9099
Enviro-Chem Laboratories, Inc.	100 Lakefront Dr. Hunt Valley, MD 21030	(410) 785-9739
Envirosystems, Inc.	9200 Rumsey Rd. #8102 Columbia, MD 21045	(410) 964-0330
Fountain Valley Analytical Laboratory, Inc.	1413 Old Taneytown Westminster, MD 21158	(410) 848-1014
Martel Laboratories, JDS Inc.	1025 Cromwell Bridge Rd. Balto., MD 21286	(410) 825-7790

Radiological Testing Options:

Short Term Gross Alpha Particle Activity
Gross Beta Particle Activity
Radium 226, Radium 228
Total Uranium
Radon



RECEIVED

KEVIN KAMENETZ
County Executive

VINCENT J. GARDINA, Director
Department of Environmental Protection
and Sustainability

August 16, 2011

Mr. Todd Morrill
4605 PROSPECT AVE
GLYNDON MD 21071

RE: Scotts Manor, Part of Lot 1, 14401A Cuba Road, D-8

Dear Mr. Morrill,

A representative of this office, J. Robert Powell, R.S., conducted soil evaluations on 07/20/2011 regarding the above-referenced lot(s).

Based on the evaluations and the master plan dated 08/08/2011, **APPROVAL** will be granted for the installation of a private sewage disposal system. Soil percolation tests will be **valid for a period of five (5) years from the date of tests, approval letter or record plat, whichever is most recent.** At the expiration of this period of time, the results will become **VOID** without notice to that effect having been given by the Approving Authority.

It should be noted, there is an area designated on the site plan for the sewage disposal system and expansion thereof. Under no circumstances shall any permanent structures above or below ground, be permitted within this area. Also, no underground electric lines, water pipes, gas lines, etc., shall be permitted in the septic reserve area.

The following are comments that concern persons developing property:

- Where water wells are to be used as a source of water supply, the Baltimore County Code, (Title 35, Article 2, Sec. 35-41), requires that a well meeting the minimum recovery rate of one gallon per minute be drilled prior to issuance of a building permit.
- Water well yield test reports shall be valid for a period of three years from the date of the yield test. At the expiration of that period of time, a retest must be performed and the report submitted to this office prior to issuance of a building permit.

Mr. Todd Morrill
August 16, 2011
Page 2

ENCLOSURE

- In order to subdivide this property, the owner or developer will be required to comply with the subdivision regulations of the State of Maryland and Baltimore County.
PLEASE NOTE: For subdivisions of 11 or more lots a Water Appropriation Permit application must be submitted for review. This permit must then be issued by the Maryland Department of the Environment, Water Management Administration before final approval of the subdivision. Questions regarding the subdivision process should be directed to Mr. R. Bruce Seeley, R.S., in the Development Coordination Section at 410-887-5859.

Attached is a copy of the original soil evaluation data for the above-referenced lots.

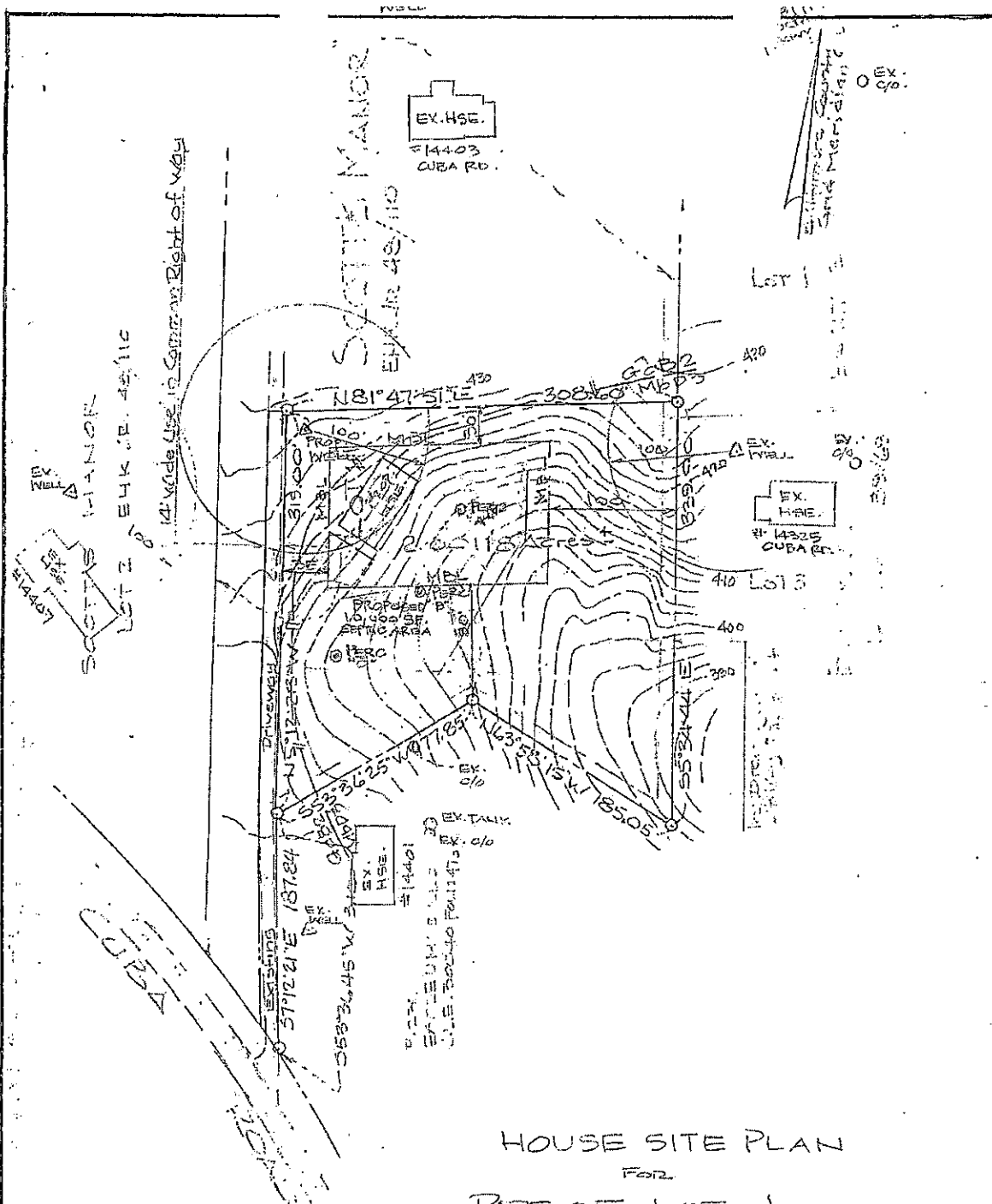
If you have any questions regarding this matter, please contact this office between 8:30 - 9:30 a.m.

Sincerely,


J. Robert Powell, R.S.
Soil Evaluation Program

attachments

J:\PERC LETTERS\2011 PERC LETTERS\Approval Letters\Cuba Rd., 14401A, 8-16-11.doc



HOUSE SITE PLAN

FOR
PART OF LOT 1
"SCOTT'S MANOR"

EIGHTH ELECTION DISTRICT

BALTIMORE COUNTY, MARYLAND

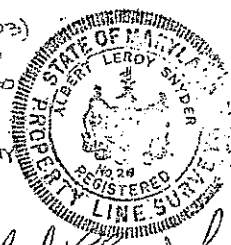
JUNE 14, 2011

SCALE 1"=100'

NOTES:

1. CURRENT TITLE REFERENCE
EAGLEUMPS, LLC
J.L.B. 30640 FOLIO 475
MARCH 14, 2011
 2. ZONING: RC-7
 3. TOPOGRAPHY SHOWN HEREON
IS TAKEN FROM BALTIMORE COUNTY
20" SCALE GISTILE 035563.
 4. TOTAL AREA OF BUILDING ENVELOPE
IS 10,250 SQUARE FEET.
 5. SOILS MAP: 17 (SOIL TYPES GCB2; MBP3)
 6. COUNCILMANIC DISTRICT: 3RD
 7. TAX MAP 33 GRID 22 PANEL 130
 8. TAX ACCOUNT NO 2000013058
 9. THERE ARE NO WELLS OR SEPTICS
WITHIN 200 FEET OF THE PROPERTY
BOUNDARY UNLESS OTHERWISE
SHOWN HEREON.
- OWNER/APPLICANT
EAGLEUMPS, LLC
4003 PROFFERT AVE.
GLYNDEN, MD. 21071
410-833-0315 (H)
443-275-6032 (C)

REVISED 8/8/11;
SEPTIC AREA & PIERC
TEST LOCATION (PERC TESTS
FIELD LOCATED ON 8/4/11)



Albert L. Snyder

A.L. SNYDER
SURVEYOR
1911 HANOVER PIKE
HAMPSTEAD, MD. 21074
(301) 239-7744

JOB NO. 11013

EXP. 1-22-12

**AGREEMENT FOR ONGOING
MAINTENANCE OF A SEWAGE DISPOSAL SYSTEM**

THIS AGREEMENT is made this 30th day of September, 2014 by Windy Hill, LLC [and Joseph A. Imbesi], and his/her/their personal representatives/successors and assigns (jointly, Sole Member severally and collectively, the "Owner") for the benefit of Baltimore County, Maryland (the "County").

WHEREAS, the Owner owns a tract of land located at 14401 A Cuba Road (the "Property"), in the 8th Election District of Baltimore County, Maryland, and the deed to same is recorded among the Land Records of Baltimore County, Maryland, in Liber 34687 Folio 138 (the "Deed"); and

WHEREAS, the Owner desires to construct or modify a sewage disposal system on the Property; and

WHEREAS, the on-site structure will be served by a sewage disposal system that utilizes a sewage pre-treatment unit, and/or a subsurface disposal system defined in Code of Baltimore County Regulations ("COBAR") §01.03.01.02B as an Alternative Technology (collectively, the "System"); and

WHEREAS, the Baltimore County Department of Environmental Protection and Sustainability (the "Department") is willing to permit the construction of the System on the Property, provided the provisions of this Agreement are met; and

WHEREAS, COBAR §01.03.01.03D and E requires that owners of properties where alternative sewage disposal technologies (including sewage pre-treatment) are to be installed enter into an agreement to maintain the system in accordance with the manufacturer's recommendations.

NOW, THEREFORE, in consideration of the covenants and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner agrees as follows:

1. The Owner shall be responsible to ensure that the System is installed in accordance with the plans approved by the Department and any subsequent changes required by the Department.
2. For so long as the dwelling/structure on the Property is occupied, the Owner will cause the System to be maintained so that a malfunction is not the result of poor maintenance, faulty operation, or neglect. Prior to completion of the System construction, (or at the conclusion of the warranty period for a sewage pre-treatment unit installed through the Bay Restoration Program), the Owner will enter into a service contract with a qualified contractor who is certified by the

manufacturer (or otherwise approved by the Department) to routinely inspect and service the System as prescribed in an operations and maintenance schedule formulated by the contractor installing the System, and approved by the Department, and which shall further require the contractor to submit a written report to the Owner after each inspection and/or service call. The Owner shall maintain copies of such reports and provide copies to the Department upon request.

3. The Owner will notify the Department, in writing, of the name, address and telephone number of the sewage disposal contractor. The Owner will also notify the Department, in writing, of any subsequent change in the sewage disposal contractor servicing the System.

4. The Owner shall provide the Department, upon request, with information and available data to enable the Department to verify proper and adequate functioning of the System. If a water meter was required to be installed, the Owner shall provide water meter readings at a frequency specified by the Department.

5. The Owner hereby grants to the County, its employees and agents, the right to enter upon the Property at any reasonable time, for the purpose of accessing and inspecting the System and to ensure compliance with the operations and maintenance schedule. The Owner further grants to the sewage disposal contractor the right to enter the Property at any reasonable time to access, inspect and maintain the System.

6. The Owner acknowledges and agrees that neither the County nor any of its agents or employees, either officially or individually, underwrites the operation of the System. The Owner agrees that there shall be no liability on the part of the County to Owner if the System fails, and that the County does not warrant or guarantee that the System will adequately or properly function.

7. The Owner acknowledges and agrees that if installation of the System deviates substantially from the approved plans such that performance of the sewage pre-treatment unit is compromised, any funding through the Bay Restoration Fund may be rescinded.

8. This Agreement shall run with the land and bind the Owner and the Owner's personal representatives/successors and assigns. The Owner agrees to record this Agreement in the Land Records of Baltimore County. In the event that the Owner sells or leases the Property, the Owner further agrees to inform any purchaser or lessee, in writing, of the design of the System and maintenance requirements.

9. This Agreement shall not be construed to limit the authority of the County to protect the public health, safety or comfort or to issue any orders to take any other action that is now or may hereafter be within its authority.

10. This Agreement and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the Owner has signed and sealed this Agreement on the date indicated above.

WITNESS:

David R. Wilson

OWNER: Windy Hill, LLC

*By: Joseph P. Indurci (SEAL)
Sole Member

(SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, on this _____ day of _____, 201_, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____ [and _____] known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and in my presence exercised the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

REVIEWED AND APPROVED:

Department of Environmental
Protection and Sustainability

THIS IS TO CERTIFY that the within instrument was prepared by the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

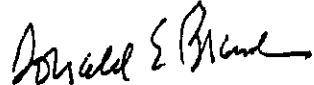
Assistant County Attorney

Revised 1/3/12

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF PERMITS, APPROVALS, AND INSPECTIONS


Arnold Jablon, Deputy Administrative Officer
& Director




Donald E Brand, Building Engineer

BUILDING PERMIT

PERMIT #: B856820 CONTROL #: NR DIST: 08 PREC: 01
DATE ISSUED: 10/16/2014 TAX ACCOUNT #: 2000013058 CLASS: 04

PLANS: CONST 2S PLOT 7 R PLAT 0 DATA 0 ELEC YES PLUM YES
LOCATION: 14401A CUBA RD
SUBDIVISION: SCOTTS MANOR

OWNERS INFORMATION

NAME: CRUSADER HOMES LLC
ADDR: 14410 CUBA RD MD 21030

TENANT: SPRINKLERS REQUIRED FOR FIRE PROTECTION

CONTR: CRUSADER HOMES LLC

ENGR:

SELLR: WINDY HILL LLC

WORK: PP #12-041-14, POTOMAC, ELEV #2, CONSTRUCT SFD
IN REVERSE, 2-CAR GARAGE, COVERED FRONT ENTRY,
FRONT BAY WINDOW, UNFINISHED BSMT, GAS FP(OUT-
SIDE PROJECTION NOT TO EXCEED 4X10), 4 BEDRM,
OPTIONAL 2ND FLOOR PLAN; OPTIONS:1&7 PER PLANS
58X48X38'8"=5279SF.

BLDG. CODE:

RESIDENTIAL CATEGORY: DETACHED

OWNERSHIP: PRIVATELY OWNED

PROPOSED USE: SFD - NOT PATTERN BOOK PDM #08-0334
EXISTING USE: SFD

TYPE OF IMPRV: NEW BUILDING CONTRUCTION

USE: ONE FAMILY

FOUNDATION: CONCRETE

BASEMENT: PARTIAL

SEWAGE: PRIV. PROPOSED

WATER: PRIV. EXISTS

LOT SIZE AND SETBACKS

SIZE: 2.00AC

FRONT STREET:

SIDE STREET:

FRONT SETB: 40

SIDE SETB: 42/150

SIDE STR SETB:

REAR SETB: 221

**THIS PERMIT EXPIRES
ONE YEAR FROM
DATE OF ISSUE**

PLEASE REFER TO PERMIT NUMBER WHEN MAKING INQUIRIES

ROBERT V. SPADARO
14407 Cuba Road
Cockeysville, Maryland 21030

Plaintiff

v.

CRUSADER HOMES, LLC
14403 Cuba Road
Cockeysville, Maryland 21030

SERVE ON:
Jan D. Maslack, II
603 St. Francis Road
Towson, Maryland 21286

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE COUNTY

*
* CASE NO. 03 C-16-5018

*
*
*

* * * * *

ORDER

Upon consideration of the foregoing motion for temporary restraining order, ⁽²⁰⁰⁰⁾ ~~the Court having found that the Plaintiff, Robert V. Spadaro, will suffer~~ irreparable harm if the temporary restraining order is not issued in that Plaintiff will be irreparably damaged, and the Court having found that it is manifest that the harm to Plaintiff will be irreparable,

It is, this _____ day of _____, 2016, at _____ a.m./p.m.,
by the Circuit Court for Baltimore County,

ORDERED, that Defendant, Crusader Homes, LLC, is enjoined from engaging in any construction related activity of a single family home on a parcel

RECEIVED MAY 27 2016

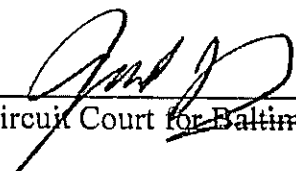
of land located at 14403 Cuba Road (or alternatively, 14401A Cuba Road), Cockeysville, Maryland 21030; and it is further

ORDERED, that this temporary restraining order, unless extended by further Order of this Court, shall expire on the ____ day of _____, 2016, which date is not later than 10 days after issuance; and it is further

ORDERED, that a party or any person affected by this Order may apply for a modification or dissolution of this Order on two days' notice, or on such shorter notice as the Court may prescribe, to the party who obtained this Order; and it is further

ORDERED, that a bond be waived.

Motion for Temporary Restraining Order is DENIED

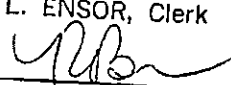


Judge, Circuit Court for Baltimore County

True Copy Test

JULIE L. ENSOR, Clerk

Per


Assistant Clerk

FILED MAY 25 2016

WHITEFORD, TAYLOR & PRESTON L.L.P.

JENNIFER R. BUSSE
DIRECT LINE (410) 832-2077
DIRECT FAX (410) 339-4027
jbusse@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
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BETHESDA, MD
COLUMBIA, MD
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July 11, 2016

Via Hand Delivery

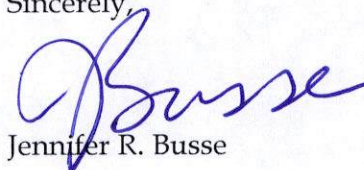
Honorable John E. Beverungen
Baltimore County Office of Administrative Hearings
105 W. Chesapeake Avenue
Suite 103
Towson, Maryland 21204

Re: Case No. 2016-0300-SPH

Dear Judge Beverungen:

Enclosed please find Crusader Homes, LLC's Motion to Dismiss the above referenced matter. This matter is set for a hearing on Thursday, July 14, 2016.

Sincerely,


Jennifer R. Busse

Enclosures (sent via electronic mail)

cc: David Lynch, Esquire
John Gontrum, Esquire
Crusader Homes, LLC

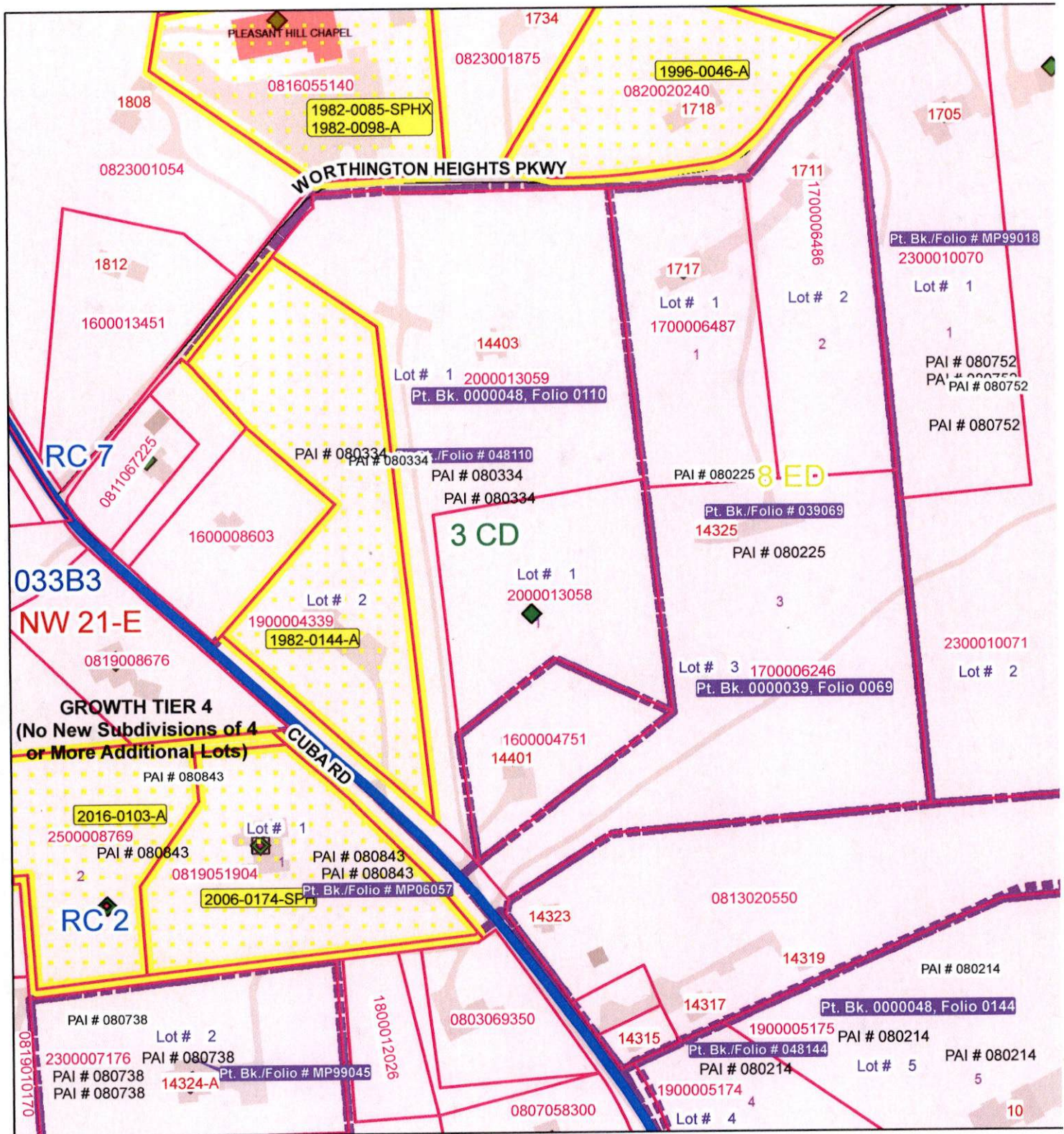
444416

RECEIVED

JUL 11 2016

OFFICE OF ADMINISTRATIVE HEARINGS

14401 Cuba Roa



Publication Date: 5/18/2016



Publication Agency: Permits, Approvals & Inspections
Projection/Datum: Maryland State Plane,
FIPS 1900, NAD 1983/91 HARN, US Foot



0 55 110 220 330 440 Feet

1 inch = 200 feet

2016-0300-SPH



1808

0816055140

0823001875

1996-0046-A30020240

1718

1982-0085-SPHX
1982-0098-A

0823001054

WORTHINGTON HEIGHTS PKWY

1711

Lot # 1
2300010070
PAI # 080752
PAI # 080752

1600013451

Lot # 2
1700006486

PAI # 080752

PAI # 080752

Pt. Bk./Folio # MP99018

14403

Pt. Bk. 0000048, Folio 0110
2000013059

Lot # 1

Lot # 1

1700006487

PAI # 080334
PAI # 080334

Pt. Bk./Folio # 048110
PAI # 080334

PAI # 080225

PAI # 080225

Pt. Bk./Folio # 039069

14325

GROWTH TIER 4
(No New Subdivisions of 4
or More Additional Lots)

Lot # 1 2000013058

Lot # 2

1900004339
1982-0144-A

14411
1600008603

8 ED

RC 7

033B3

CUBA RD

0819008676

3 CD

Pt. Bk. 0000039, Folio 0069
1700006246

Lot # 3

NW 21-E

1600004751

14401

2500008769

2016-0103-A

Pt. Bk./Folio # MP06057

2006-0174-S14400

PAI # 080843
PAI # 080843

PAI # 080843
PAI # 080843

Lot # 1

RC 2

PAI # 080738

PAI # 080738

Pt. Bk./Folio # MP99045

2300007176

PAI # 080738

PAI # 080738

14324-A

Lot # 2

1800012026

0803069350

0802020125

0808070110

14317

PAI # 080214

Lot # 5

Pt. Bk. 0000048, Folio 0144
1900005175

1900005174

Lot # 4

0807058300

2016-0300-3PH

Hydro-geo-logy

PETITION OF
PEOPLE'S COUNSEL FOR
BALTIMORE COUNTY, ET AL.

IN THE
CIRCUIT COURT

FOR

IN THE MATTER OF:
PEOPLE'S COUNSEL FOR
BALTIMORE COUNTY, ET AL.

BALTIMORE COUNTY

Case No. CBA-05-133 before the
Board of Appeals of Baltimore County

CASE NO; 03-C-06-001697

* * * * *

OPINION

This case came before the Court as an administrative appeal from the January 25, 2006 decision of the Baltimore County Board of Appeals. The underlying appeal concerns the decision of the Baltimore County Zoning Commissioner Hearing Officer to approve a red-lined development plan on June 28, 2005, and to deny a Motion for Reconsideration of the approval.

Procedural History

This matter was presented to the Hearing Officer as a proposal to subdivide each of three existing lots of record that are currently zoned R.C.2. The development plan would create a total of six lots at the southwest corner of Bluemont and Wesley Chapel Roads in northern Baltimore County.

Pursuant to the Development Regulations of Baltimore County, a Concept Plan conference was held on May 10, 2004, and two Community Input Meetings were held on July 21 and August 2, 2004. The Development Plan was then submitted, and a Development Plan Conference was held on May 25, 2005. The Development Plan Comments called for minor changes and recommended approval of the Development Plan. A Hearing Officer's Hearing

followed on July 17, 2005. Protestants raised a number of objections to the development plan relating to density use, vesting rights, and concerns regarding lighting, street signage, and the existence of scenic roads.

On June 28, 2005, the proposed Development Plan was approved by the Hearing Officer with the provision that the property owner would not be required to install certain streetlights. On July 26, 2005, the People's Counsel for Baltimore County filed a letter requesting that the Hearing Officer reconsider the approval of the Development Plan in question. On behalf of James Constable and Ruth B. Mascari, J. Carroll Holzer filed a letter adopting the Reconsideration request filed by People's Counsel. The Property Owner filed a Response on August 8, 2005, and the Hearing Officer denied the Motion for Reconsideration on August 15, 2005.

People's Counsel appealed the decision of the Hearing Officer to the Baltimore County Board of Appeals (CBA) on September 9, 2005. On September 13, 2005, J. Carroll Holzer filed an Appeal adopting the Petition and Memorandum filed by People's Counsel. Thus, the Appellants in this case are comprised of the Manor Conservancy, Inc., James Constable and Ruth B. Mascari individually, and the People's Counsel for Baltimore County.

The CBA conducted a hearing on December 15, 2005. After deliberation, the CBA issued an Opinion and Order on January 25, 2006. The Opinion affirmed the decision of the Hearing Officer to deny the Motion for Reconsideration and approve the red-lined development plan subject to the same condition imposed by the Hearing Officer. On February 15, 2006, People's Counsel filed a Petition for Judicial Review, which was adopted by the Manor Conservancy on May 19, 2006. The Developers filed a Response to the Petition for Judicial Review on March 9, 2006.

A hearing was held before this Court on October 12, 2006. Peter M. Zimmerman, J. Carroll Holzer, and Carole S. Demilio represented the Appellants, and G. Scott Barhight represented the Appellees. Mr. Zimmerman presented the majority of the oral argument for the Appellants and Mr. Holzer added an explanation of the practical application of the decision if the Court were to affirm the ruling of the CBA. The primary issue on appeal is whether the CBA erred as a matter of law when it affirmed the decision of the Hearing Officer approving a development plan to subdivide each of three recorded lots in an R.C.2 zone of northern Baltimore County.

Scope of Review

The scope of review for a Circuit Court reviewing the decision of an administrative agency is narrow, recognizing that the agency has expertise in a particular area and ordinarily should be free to exercise its discretion as such. *Annapolis v. Annap. Waterfront Co.*, 284 Md. 383, 395, 396 A.2d 1080 (1979), citing *Finney v. Halle*, 241 Md. 224, 216 A.2d 530 (1966). The court's statutory role upon review of an agency decision extends little beyond its inherent power to prevent illegal, unreasonable, arbitrary, or capricious administrative actions. *Hartford Mem. Hosp. v. Health Servs. Cost Review Comm'n*, 44 Md. App. 489, 410 A.2d 22 (1980). The court reviewing a final decision of an administrative agency determines only the legality of the decision and whether there was substantial evidence from the record to support the decision. *Dep't of Labor v. Woodie*, 128 Md. App. 398, 406, 738 A.2d 334 (1999); *Board of Education v. Paynter*, 303 Md. 22, 35, 491 A.2d 1186 (1985). An order of an administrative agency must be upheld on judicial review if it is not based upon an erroneous determination of law, and if the agency's conclusions reasonably may be based upon the facts proven; however, a reviewing court is under no constraints in reversing an administrative decision that is premised solely upon

an erroneous conclusion of law. *Montgomery County v. Buckman*, 333 Md. 516, 636 A.2d 448 (1994).

In determining whether the record supports an agency's decision, "substantial evidence" is defined as such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. *Caucus Distributors, Inc. v. Maryland Securities Commissioner*, 320 Md. 313, 323-24, 577 A.2d 783 (1990). In applying the substantial evidence test, the court must not substitute its own judgment for the expertise of the administrative agency. *Maryland State Police v. Lindsay*, 309 Md. 557, 563, 525 A.2d 1051 (1987). In the absence of fraud, agency decisions supported by the record are presumed valid. *Woodie*, 128 Md. App. at 406. The administrative agency's decision is considered *prima facie* correct, and the Circuit Court must view the decision in the light most favorable to the agency. *Lindsay*, 309 Md. at 563.

Discussion

Prior to considering the legal issues that were addressed on appeal, it is important to consider the factual history of the property in question. The subject property originally consisted of seventy-two acres of land zoned R.C.4. On November 22, 2000, a minor subdivision plan was approved by Baltimore County, which divided the property into three separate R.C.4 lots. Each lot was individually deeded and recorded in the Land Records of Baltimore County. These lots were identified as Lots 1, 2, and 3. Lots 1 and 2 each contain approximately 4 acres and lot 3 consists of approximately of 64 acres.

In September 2000, the Baltimore County Council passed Bill 92-00 that facilitated a comprehensive rezoning of the Sixth Councilmanic District in which the subject property was located. As a result, the property was downzoned from R.C.4 to R.C.2. The developers received a grading permit from the Baltimore County Department of Permits and Development

Management on November 28, 2000 and subsequently performed grading work for a driveway on the property. As of December 4, 2000, each of the three lots was effectively zoned R.C.2.

In 2004, the property owner sought to subdivide each of the three lots in question pursuant to the R.C.2 zoning requirements and Baltimore County development plan regulations. After the Hearing Officer approved the plan and the CBA affirmed the decision, a Petition for Judicial Review was filed.

There are numerous issues that this Court must address when determining whether the Baltimore County Board of Appeals erred as a matter of law when it affirmed the decision of the Hearing Officer. This opinion will address each of the arguments raised by the Appellants individually:

1. Whether the County erred in approving the R.C.4 minor subdivision plan on November 22, 2000?

The subdivision of November 22, 2000 was approved through an expedited Limited Exemption Process outlined in § 32-4-106(b)(5) of the Baltimore County Code. This provision permits exemption from Community Input Meetings and Hearing Officer hearings for subdivisions of land into three or fewer lots for residential single-family dwellings. Appellants argue that since the minor subdivision took place in the middle of a comprehensive rezoning process, it could not be legally approved. However, as the CBA noted, nothing in the County Code prevents a Limited Exemption from occurring during this time period so there is no merit to this argument.

Furthermore, the Court must clarify that it will not reevaluate the legality of the County's decision to approve a minor subdivision plan in the year 2000. The record clearly indicates that the Developer obtained approval from the necessary agencies and that a timely petition for

judicial review was never filed. Since no judicial review was requested in 2000, there is no justification for the Court to revisit the rationale of the County in approving the minor development plan.

In a Limited Exemption Process, each relevant County agency including DEPRM and the Department of Planning must approve the plan before the Director of the Department of Permits and Development Management can even issue its approval. A Development Plan can only be approved after each of these agencies provides their consent. The Court agrees that the property was legally subdivided into three R.C.4 lots as of November 22, 2000 and any argument to the contrary will be considered moot.

2. Whether the Hearing Officer properly approved the requested subdivision under the Baltimore County Zoning Regulations?

Under § 32-4-229(b)(1) of the Baltimore County Code, "[t]he Hearing Officer shall grant approval of a Development Plan that complies with these development regulations and applicable policies, rules and regulations." The standard for subdividing property in an R.C.2 zone is outlined in § 1A01.3(B)(1) of the Baltimore County Code:

Subdivision lot density. No lot of record lying within an R.C.2 Zone and having a gross area of less than two acres may be subdivided. No such lot having a gross area between two and 100 acres may be subdivided into more than two lots (total), and such a lot having a gross area of more than 100 acres may be subdivided only at the rate of one lot for each 50 acres of gross area...

In the present case, the three lots in question are each zoned R.C.2 and each contains between two and one hundred acres of gross area. The Hearing Officer followed the requirement in § 32-4-229(b)(1) of the County Code by granting approval of the Development Plan since it complies with the standard for subdividing lots in an R.C.2 zone. Therefore, the Court finds that the

Hearing Officer's approval was an appropriate action and the decision of the CBA to affirm the Hearing Officer's approval was based on substantial evidence.

3. Whether approval of the proposed subdivision creating six R.C.2 lots is inconsistent with prior holdings of the CBA?

The Appellants argue that the decision of the CBA to approve the development plan in question is unreasonable since it is inconsistent with prior holdings. This argument is based largely upon the decision in *Ranshell Holdings, LLC*, case number 03-225-SPH before the CBA.

As a preliminary matter, the Supreme Court of the United States has consistently held that Administrative Agency decisions are not binding precedents for courts dealing with similar problems and will not be accorded the rule of stare decisis. See *Dobson v Commissioner*, 320 US 489 (1943); *Slocum v Delaware, L. & W. R. Co.*, 339 US 239 (1950); *Federal Maritime Board v Isbrandtsen Co.*, 356 US 481 (1958). While a decision like *Ranshell Holdings* may be persuasive to the Board, it cannot be relied on a binding legal precedent since the decision was never appealed to the Circuit Court.

Furthermore, the *Ranshell Holdings* case can be distinguished from the case at hand since it involved a Petition for a Special Hearing, not a request for a development plan. The property in the prior case was always zoned R.C.2 and after one subdivision separated the land into five lots, the Developer requested a further subdivision to create a sixth lot. The R.C.2 zone specifically denies a subdivision of this nature. In contrast, the issue here is whether three separate lots that were each originally zoned R.C.4 but were subsequently rezoned R.C.2 could be subdivided into two lots each. This request fulfills the subdivision requirements of the R.C.2 zone because each lot is between two and one hundred acres in gross area. Therefore, the Court

concludes that the decision in *Ranshall Holdings* does not show that the CBA has contradicted its past practice in any manner that renders the decision illegal, arbitrary, or capricious.

4. Whether approval of the minor subdivision and issuance of a grading permit in November 2000 conferred vested rights to the Developers?

The Appellants argue that traditional case law demonstrates that developers can only acquire vested rights if they first obtain a valid building permit and commence substantial above-ground construction prior to the enactment of an adverse zoning change. This argument was supported with numerous decisions of the Maryland courts. See *Yorkdale Corp. v. Powell*, 237 Md. 121 (1965); *Powell v. Calvert County*, 368 Md. 400 (2000); *Antwerpen v. Baltimore County*, 163 Md. App. 194 (1995). In this case the Developers were only issued a grading permit and not a building permit, so the Appellants claim that they did not obtain the vested rights necessary to effect the requested subdivision.

The question of whether a grading permit confers vested rights would be an important issue in this case if the Developers were currently trying to subdivide to the maximum specifications of the former R.C.4 zoning designation. However, as the Developers have demonstrated, each of the three lots in question was recorded in the Land Records on November 28, 2000, and each was separately rezoned to R.C.2 on December 4, 2000. The primary question on appeal is not whether the proposed subdivision conforms to the former R.C.4 zone, but whether it complies with the current R.C.2 zone. Therefore, the issue of whether the Developers obtained vested rights permitting them to develop to the maximum density available prior to the down-zoning is irrelevant to the case at hand. The only issue before the Court is whether the CBA erred as a matter of law in affirming the Hearing Officer's decision approving the

subdivision of three R.C.2 lots into six total lots. The Court will not reverse the decision of the CBA based on the irrelevant issue of vested rights.

5. Whether the intent of the legislature mandates reversal of the CBA decision to approve the development plan?

The Appellants argue that the intent of the legislature in down-zoning the property from R.C.4 to R.C.2 was to reduce development densities, and that permitting the Developers to create six separate lots is contrary to the spirit of the law. Since the subdivision effectively increases development in an agricultural zone, the Appellants urge the Court to reverse the decision of the CBA to fulfill the purpose of the down-zoning. While the Court agrees that the purpose of any down-zoning is to decrease development densities, the intent of the legislature is not an appropriate basis for overturning the decision of the CBA in this case.

The cardinal rule of statutory construction is to ascertain and carry out the intent of the legislature. *Stapleford v. Hyatt*, 330 Md. 388, 400, 624 A.2d 526, 531 (1993); *Taxiera v. Mallas*, 320 Md. 471, 480, 578 A.2d 761, 765 (1990); *Jones v. State*, 311 Md. 398, 405, 535 A.2d 471, 474 (1988). In doing so, the Court considers the language of an enactment and gives that language its natural and ordinary meaning. *Harford County v. University*, 318 Md. 525, 529, 569 A.2d 649, 651 (1990); *NCR Corp. v. Comptroller*, 313 Md. 118, 124, 544 A.2d 764, 767 (1988); *Utt v. State*, 293 Md. 271, 286, 443 A.2d 582, 590 (1982). Thus, when there is no ambiguity or obscurity in the language of a statute, there is no need to look elsewhere to ascertain the intent of the legislative body. *In re Criminal Investigation No. 1-162*, 307 Md. 674, 685, 516 A.2d 976, 982 (1986); *Police Comm'r v. Dowling*, 281 Md. 412, 418, 379 A.2d 1007, 1011 (1977); *State v. Fabritz*, 276 Md. 416, 421, 348 A.2d 275, 278 (1975), *cert. denied*, 425 U.S. 942, 96 S.Ct. 1680, 48 L.Ed.2d 185 (1976).

In the case at hand, § 1A01.3(B) of the Baltimore County Code clearly permits an R.C.2 lot of record to be subdivided into two total lots when the property contains a gross area between two and one hundred acres. As the record demonstrates, each of the three R.C.2 lots in question does in fact contain between two and one hundred acres. The CBA found clear and substantial evidence that the Hearing Officer followed the obligation outlined in § 32-4-229(b)(1) of the Baltimore County Code by approving a Development Plan that meets the requirements of the appropriate zoning laws. Since there is no lingual ambiguity, the Court will not consult the legislative intent in order to reverse the decision of the CBA.

6. Whether the practical application of the CBA holding is so severe that it would undermine the entire zoning system if affirmed?

On behalf of the Appellants, J. Carroll Holzer asserted that the practical application of the subdivision in this case sets a precedent allowing continual re-subdivisions in the R.C.2 zone throughout Baltimore County. According to Mr. Holzer, this decision has the potential to undermine the County zoning system in its entirety. While the Court certainly understands the concerns of the Appellants, there is no basis for overturning the decision of the CBA on these grounds.

Furthermore, the Court finds that the case at hand demonstrates a limited circumstance and will not defeat the entire purpose of zoning in Baltimore County. The R.C.2 regulations prohibit the creation of more than two lots on an area of land between two and one hundred acres in gross area. See BCC § 1A01.3(B)(1). Thus, the argument of the Appellants that a one hundred acre plot could be continually re-subdivided is untrue since a maximum of two lots could be created from the entire area. The case before the Court shows the rare circumstance where a plot of land that was once considered a seventy-five acre plot was subdivided into three

separate lots immediately prior to the re-zoning of the area. As the Developers have shown, three separate R.C.4 lots were created when the lots were recorded on November 22, 2000, and three separate R.C.2 lots were created when the lots were officially rezoned on December 4, 2000. The law clearly permits the subdivision of each of the three lots into two separate R.C.2 lots. *Id.*

As Mr. Holzer admitted on the record, the Developer's decision to subdivide the property immediately prior to the 2000 rezoning was tactical and intelligent. The Court has no choice but to affirm the decision of the CBA since the law is clear, unambiguous, and actually requires the Hearing Officer to approve the development Plan that meets the R.C.2 requirements. See BCC § 32-4-299(b)(1). While the Court recognizes the potentially adverse application of the law, the Court is limited to an Appellate role where the CBA can only be reversed if the decision is clearly erroneous. See *Dep't of Labor v. Woodie*, 128 Md. App. 398, 406, 738 A.2d 334 (1999); *Board of Education v. Paynter*, 303 Md. 22, 35, 491 A.2d 1186 (1985). There is no evidence that this occurred in the case at hand.

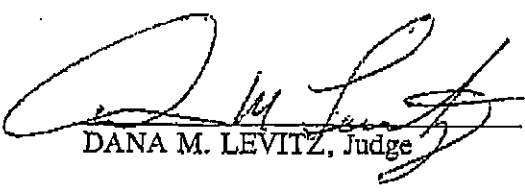
Conclusion

While the law justifying the decision of the CBA appears clear and straightforward, the Court understands that the implications of a decision affirming the CBA decision approving the subdivision may extend far beyond the case at hand. However, the Court is bound by a limited Appellate role and cannot take on the legislative function of the Baltimore County Council. It is clear from the record that the CBA carried out its function of reviewing the Hearing Officer's decision and determined that there is substantial evidence to support the Officer's findings. There is no evidence that the Agency's decision was illegal, unreasonable, arbitrary, or capricious. Therefore, the appeal of People's Council, et al. is hereby denied.

The decision of the Baltimore County Board of Appeals is AFFIRMED.

Date

10/26/06


DANA M. LEVITZ, Judge

CC: Scott Barhight, Esquire
Peter M. Zimmerman, Esquire
J. Carroll Holzer, Esquire
Carole S. Demilio, Esquire

This Deed, Made this 2nd day of March
 in the year one thousand nine hundred and eighty-seven, by and between

SUE MARGARET GODFREY WISE SEIVOLD,

of Baltimore County, State of Maryland, of the

first part, Grantor, and ROBERT A. CLARK and JEAN L. CLARK, his wife, of Baltimore County, State of Maryland,

of the second part, WITNESSETH: that in consideration of the sum of \$35,000.00,

the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey and assign unto ROBERT A. CLARK and JEAN L. CLARK, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her personal representatives and assigns, in fee simple, all that

D RC/F 23.00
 D T JX 175.00
 D DOCS 175.00
 DEED 373.00
 SH CLERK 373.00
 #70826 C002 R02 T 52
 03/08/87

lot(s) of ground situate in Baltimore County,

in the State of Maryland, and described as follows, that is to say:

All that property situate in Baltimore County, State of Maryland, containing 2.00118 acres, more or less, as more particularly described in Schedule A attached hereto and made a part hereof.

BEING part of the tract of land which by Deed dated June 3, 1955 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2713, folio 522, was granted and conveyed by Julius G. Maurer, unmarried to Sue Margaret Godfrey, now known as Sue Margaret Godfrey Wise Seivold, the Grantor herein.

AGN. REAL TRANSFER TAX
 NOT. CLERK
 SIGNATURE JR DATE 3-3-87

STATE DEPARTMENT OF
 ASSESSMENTS & TAXATION
 JR 3-3-87
 CLERK DATE

C 214*****560D0A 6035A

2016-0360-SPH

EXHIBIT

A1

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 7430, p. 0569, MSA_CE62_7285, Date available 04/14/2006, Printed 05/19/2016.

REC 7430 PAGE 569

Together with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining.

To have and to hold the said described lot(s) of ground and premises, unto and to the use of the said ROBERT A. CLARK and JEAN L. CLARK, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her personal representatives and assigns, forever in fee simple.

And the said Grantor covenants to warrant specially the property hereby granted and conveyed; and to execute such further assurances of said land as may be requisite.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand(s) and seal(s) of said grantor(s)

WITNESS:

_____	}	<u>Sue Margaret Godfrey Wise Seivold</u> (SEAL)
_____		SUE MARGARET GODFREY WISE SEIVOLD
_____		_____ (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of March, 1987, before me, a Notary Public of the State aforesaid, personally appeared

SUE MARGARET GODFREY WISE SEIVOLD, _____

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, who signed the same in my presence, and acknowledged that s he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

NOTARY'S SEAL
HERE

Patricia Farley
Notary Public.

My commission expires 7/1/90

2016-0300-SPH

SCHEDULE A

all that parcel of land situate, lying and being in the Eighth Election District of Baltimore County Maryland, northeast of Cuba Road and described as follows:

Beginning for the same at a steel pin now set at the end of the S $5^{\circ} 34' 44''$ E 762.29 feet line of Lot 1 as shown on a plat entitled "Final Subdivision Plat of Scotts Manor" recorded among the Land Records of Baltimore County Maryland in Plat Book E.H.K., Jr. 48 folio 110, said point being the beginning of the N $2^{\circ} 47' 00''$ E 326.23 feet line of Lot 3 as shown on the Plat entitled "Dandelin Estates", recorded among the said Land Records in Plat Book E.H.K., Jr. 39 folio 69, said beginning point being also at the end of the fourth or S $55^{\circ} 57' 47''$ E 185.05 feet line of that lot or parcel of land which was conveyed by Sue Margaret Godfrey Wise to Robert A. Clark and Jean L. Clark, his wife, by deed dated November 19, 1971, and recorded among the aforementioned Land Records in Liber O.T.G. 5233 folio 121 etc., thence running reversely with and binding on the fourth and third lines thereof the following two courses and distances binding also on the southern outlines of the aforesaid Lot 1 of "Scott's Manor"

- 1.) N $63^{\circ} 58' 15''$ W 185.05 feet to a steel pin now set, thence
- 2.) S $53^{\circ} 36' 25''$ W 177.85 feet to a steel pin now set, thence for lines of division now made through the said Lot 1 the following two courses and distances

-page 2-

3.) N 5° 12' 28" W 319.00 feet to a steel pin now set, thence

4.) N 81° 47' 51" E 308.60 feet to a steel pin now set in the aforementioned S 5° 34' 44" E 762.29 feet line of the aforementioned Lot 1 of "Scott's Manor", said point being also in the westernmost or N 2° 47' 00" E 436.06 feet line of Lot 1 as shown on the aforementioned Plat of "Bardelin Estates", thence reversely with it to and reversely with the aforementioned N 2° 47' 00" E 326.23 feet line of Lot 3 thereof and with the said S 5° 34' 44" E 762.29 feet line of Lot 1 of "Scott's Manor"

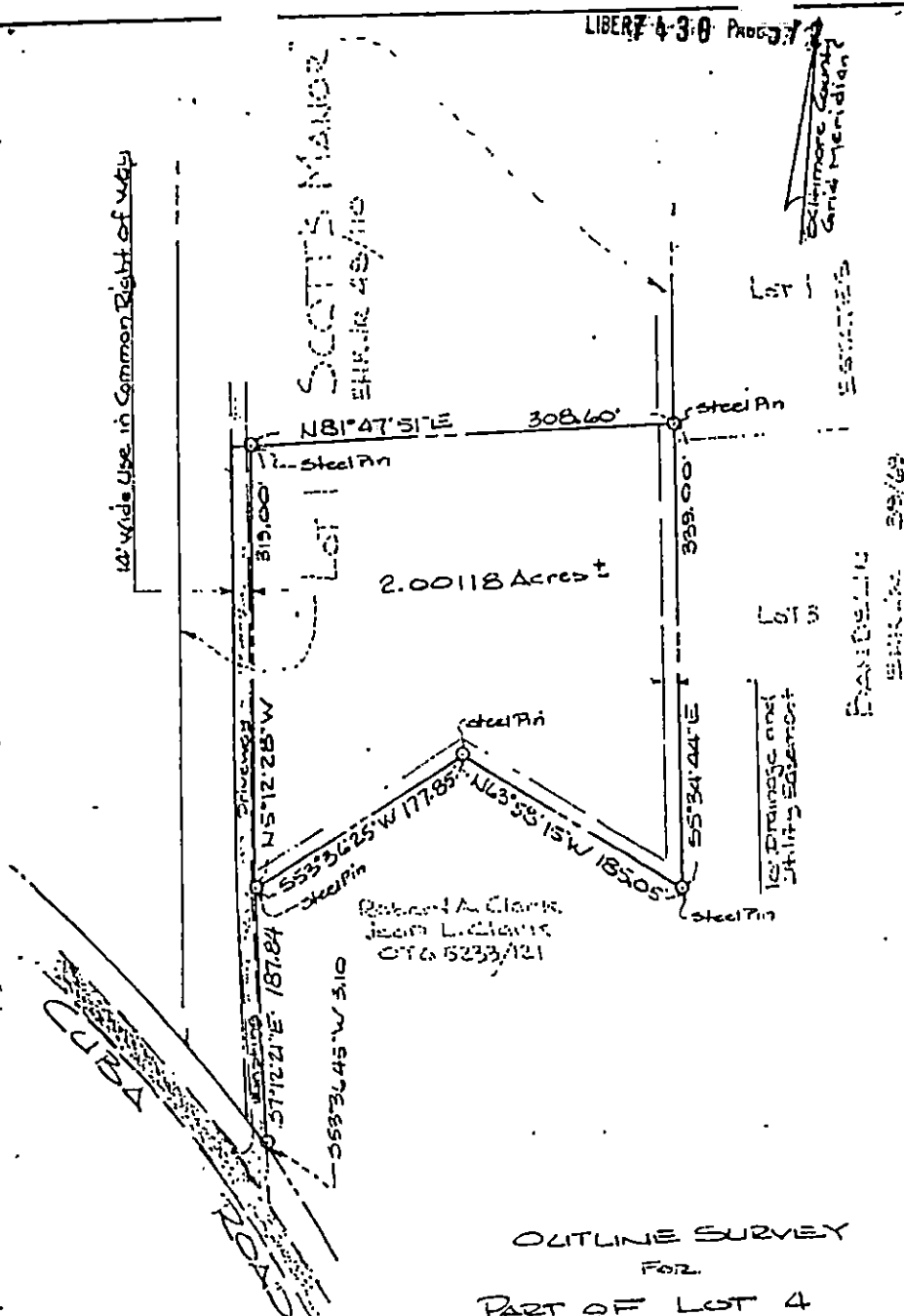
5.) S 5° 34' 44" E 339.00 feet to the place of beginning.

Containing 2.00118 acres of land, more or less.

Together with the use in common with the grantors herein, of a right of way fourteen feet wide, located along the west side of the third or N 5° 12' 28" W 319.00 feet line of the parcel described herein and along the west side of the S 7° 12' 21" E 187.84 feet line and the northwest side of the S 53° 36' 45" W 3.10 feet line of the aforementioned Lot 1 of "Scott's Manor" recorded among the Land Records of Baltimore County Maryland in Plat Book E.H.K., Jr. 48 folio 110, to the northeast widening lines of Cuba Road as shown on said Plat.

Being a part of Lot 1 of "Scott's Manor" recorded among the Land Records of Baltimore County Maryland in Plat Book E.H.K., Jr. 48 folio 110 .

2016-0300-SPH



MAIP
Coudy & Farley
400 Allegheny Ave.
Towson, Md. 21204



Albert L. Snyder

A.L. SNYDER
SURVEYOR
1911 HANOVER PIKE
HAMPSHIRE, MD. 21074
(301) 285-7744
JOB NO. 84637

2016-0360-SPH

DECLARATION

THIS DECLARATION, made this 23rd day of November, 1987, by ROBERT A. CLARK and JEAN L. CLARK, his wife, of Baltimore County, Maryland, witnesseth:

WHEREAS, Robert A. Clark and Jean L. Clark, his wife, (hereinafter referred to as "the Clarks") are the owners of a parcel of land situate, lying and being in the Eight Election District of Baltimore County, Maryland, northeast of Cuba Road and described as follows:

BEGINNING FOR THE SAME at a steel pin now set at the end of the S 5° 34' 44" E 762.29 feet line of Lot 1 as shown on a plat entitled "Final Subdivision Plat of Scotts Manor", recorded among the Land Records of Baltimore County, Maryland in Plat Book E.H.K.Jr. 48, folio 110, said point being the beginning of the N 2° 47' 00" E 326.23 feet line of Lot 3 as shown on the Plat entitled "Bandelin Estates", recorded among the said Land Records in Plat Book E.H.K.Jr. 39, folio 69, said beginning point being also at the end of the fourth or S 55° 57' 47" E 185.05 feet line of that lot or parcel of land which was conveyed by Sue Margaret Godfrey Wise to Robert A. Clark and Jean L. Clark, his wife, by deed dated November 19, 1971 and recorded among the aforementioned Land Records in Liber O.T.G. 5233, folio 121, etc., thence running reversely with and binding on the fourth and third lines thereof the following two courses and distances binding also on the southern outlines of the aforesaid Lot 1 of "Scott's Manor", 1) N 63° 58' 15" W 185.05 feet to a steel pin now set, thence 2) S 53° 36' 25" W 177.85 feet to a steel pin now set, thence for lines of division now made through the said Lot 1 the following two courses and distance, 3) N 5° 12' 28" W 319.00 feet to a steel pin now set, thence 4) N 81° 47' 51" E 308.60 feet to a steel pin now set in the aforementioned S 5° 34' 44" E 762.29 feet line of the aforementioned Lot 1 of "Scott's Manor" said point being also in the westernmost or N 2° 47' 00" E 436.06 feet line of Lot 1 as shown on the aforementioned Plat of Bandelin Estates", thence reversely with it to and reversely with the aforementioned N 2° 47' 00" E 326.23 feet line of Lot 3 thereof and with the said S 5° 34' 44" E 762.29 feet line of Lot 1 of "Scott's Manor", 5) S 5° 34' 44" E 339.00 feet to the place of beginning. Containing 2.00118 acres of land, more or less, hereinafter referred to as "the Subject Property". See plat attached hereto as Exhibit A.

BEING the same property described in a Deed from Sue Margaret Godfrey Wise Seivold to Robert A. Clark and Jean L. Clark, his wife, dated March 2, 1987 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7430, folio 568.

WHEREAS, the Subject Property adjoins the personal residence property of the Clarks at 14401 Cuba Road, and was acquired solely for the purpose of enhancing its value by providing additional lawn area, and that the Clarks have no intention of constructing thereon a separate residence or dwelling; and

WHEREAS, the Baltimore County Office of Planning and Zoning has requested that the Clarks declare that the Subject Property is not sufficiently large for the construction thereto of a separate dwelling.

RECEIVED FOR DEPOSITION
State Department of
Assessments & Taxation
for Baltimore County

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

SIGNATURE *[Signature]* DATE 12-4-87

RECORDED
By *[Signature]*
Date 12-1-87

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 7742, p. 0360, MSA, CE62-7697, Date available 11/15/2005, Printed 05/19/2016.

2016-0300-SPH

EXHIBIT

AZ

1794-0020-0100

NOW, THEREFORE, these presents are now executed:

1. That Robert A. Clark and Jean L. Clark hereby declare that the Subject Property is not of sufficient size under present zoning regulations to construct thereon a separate dwelling unit, and that this restriction as to use shall run with and be binding upon the land, and the personal representatives and assigns of the parties hereto, until such time as Baltimore County Zoning Regulations as to density are changed to permit such construction.

WITNESS the hands and seals of the parties hereto, the day and year first above written.

WITNESS:

Patricia Farley (SEAL)
as to
both
Robert A. Clark (SEAL)
Jean L. Clark (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 23rd day of November, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ROBERT A. CLARK and JEAN L. CLARK, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who signed the same in my presence, and acknowledged that they executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

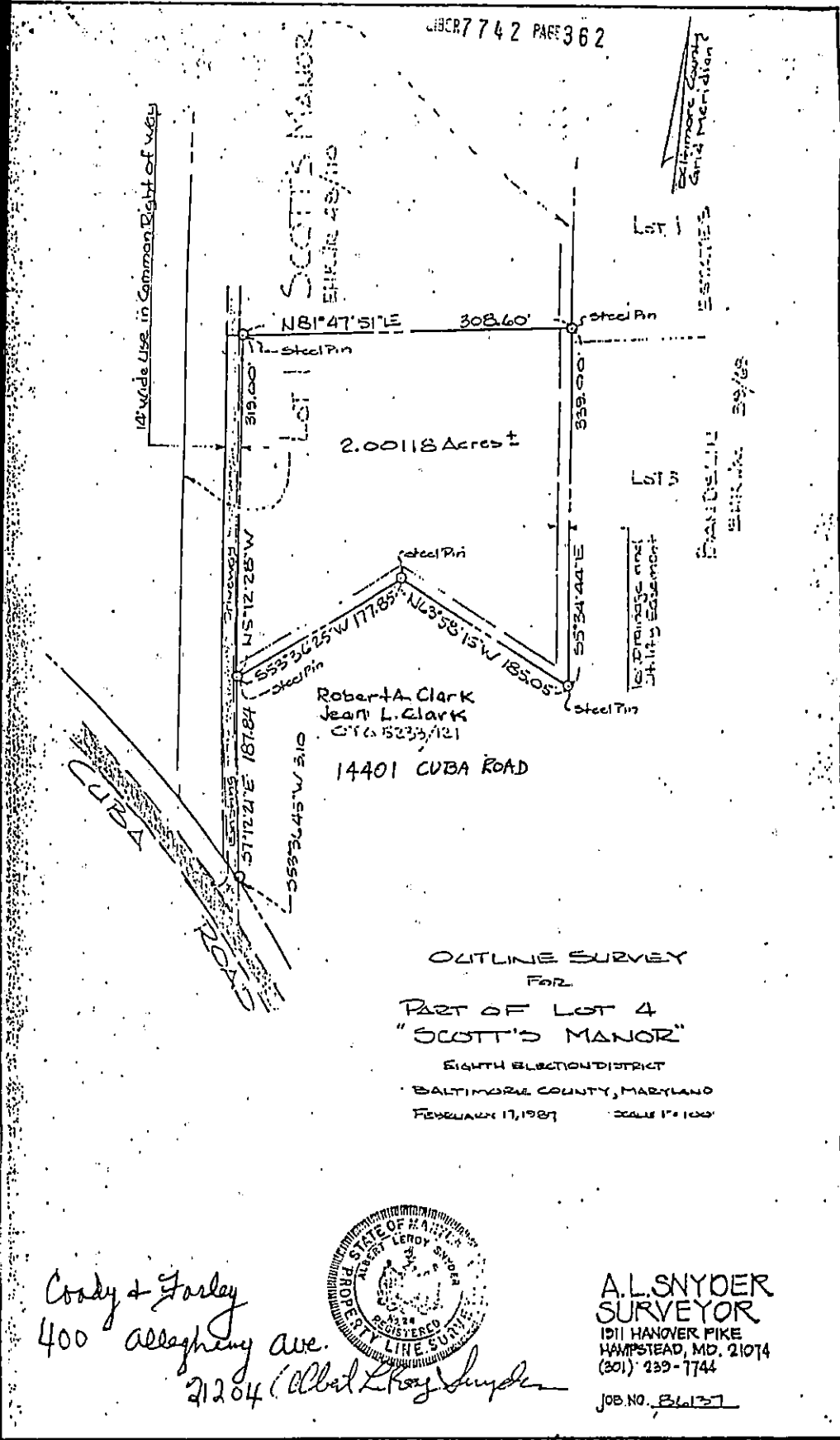
Patricia Farley
Notary Public

My commission expires: 7/1/90

2016-0300 SPH

1972-0000-0000

LIBR 7742 PAGE 362



Coady & Farley
400 Allegheny Ave.
21204 (A.L. Snyder)

2016-0300-SH

1752-0050-2105

DECLARATION

THIS DECLARATION, made this 23rd day of November, 1987, by ROBERT A. CLARK and JEAN L. CLARK, his wife, of Baltimore County, Maryland, witnesseth:

WHEREAS, Robert A. Clark and Jean L. Clark, his wife, (hereinafter referred to as "the Clarks") are the owners of a parcel of land situate, lying and being in the Eight Election District of Baltimore County, Maryland, northeast of Cuba Road and described as follows:

BEGINNING FOR THE SAME at a steel pin now set at the end of the S 5° 34' 44" E 762.29 feet line of Lot 1 as shown on a plat entitled "Final Subdivision Plat of Scotts Manor", recorded among the Land Records of Baltimore County, Maryland in Plat Book E.H.K.Jr. 48, folio 110, said point being the beginning of the N 2° 47' 00" E 326.23 feet line of Lot 3 as shown on the Plat entitled "Bandelin Estates", recorded among the said Land Records in Plat Book E.H.K.Jr. 39, folio 69, said beginning point being also at the end of the fourth or S 55° 57' 47" E 185.05 feet line of that lot or parcel of land which was conveyed by Sue Margaret Godfrey Wise to Robert A. Clark and Jean L. Clark, his wife, by deed dated November 19, 1971 and recorded among the aforementioned Land Records in Liber O.T.G. 5233, folio 121, etc., thence running reversely with and binding on the fourth and third lines thereof the following two courses and distances binding also on the southern outlines of the aforesaid Lot 1 of "Scott's Manor", 1) N 63° 58' 15" W 185.05 feet to a steel pin now set, thence 2) S 53° 36' 25" W 177.85 feet to a steel pin now set, thence for lines of division now made through the said Lot 1 the following two courses and distance, 3) N 5° 12' 28" W 319.00 feet to a steel pin now set, thence 4) N 81° 47' 51" E 308.60 feet to a steel pin now set in the aforementioned S 5° 34' 44" E 762.29 feet line of the aforementioned Lot 1 of "Scott's Manor" said point being also in the westernmost or N 2° 47' 00" E 436.06 feet line of Lot 1 as shown on the aforementioned Plat of "Bandelin Estates", thence reversely with it to and reversely with the aforementioned N 2° 47' 00" E 326.23 feet line of Lot 3 thereof and with the said S 5° 34' 44" E 762.29 feet line of Lot 1 of "Scott's Manor", 5) S 5° 34' 44" E 339.00 feet to the place of beginning. Containing 2.00118 acres of land, more or less, hereinafter referred to as "the Subject Property". See plat attached hereto as Exhibit A.

BEING the same property described in a Deed from Sue Margaret Godfrey Wise Seivold to Robert A. Clark and Jean L. Clark, his wife, dated March 2, 1987 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7430, folio 568.

WHEREAS, the Subject Property adjoins the personal residence property of the Clarks at 14401 Cuba Road, and was acquired solely for the purpose of enhancing its value by providing additional lawn area, and that the Clarks have no intention of constructing thereon a separate residence or dwelling; and

WHEREAS, the Baltimore County Office of Planning and Zoning has requested that the Clarks declare that the Subject Property is not sufficiently large for the construction thereof of a separate dwelling.

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

SIGNATURE *[Signature]* DATE 12-4-87

NOTARY PUBLIC
For *[Signature]*
Date 12-4-87

2016-0300-SPH

15012-0250-2108

NOW, THEREFORE, these presents are now executed:

1. That Robert A. Clark and Jean L. Clark hereby declare that the Subject Property is not of sufficient size under present zoning regulations to construct thereon a separate dwelling unit, and that this restriction as to use shall run with and be binding upon the land, and the personal representatives and assigns of the parties hereto, until such time as Baltimore County Zoning Regulations as to density are changed to permit such construction.

WITNESS the hands and seals of the parties hereto, the day and year first above written.

WITNESS:

Patricia Farley (SEAL)
as to
both
Robert A. Clark (SEAL)
Jean L. Clark (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 23rd day of November, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ROBERT A. CLARK and JEAN L. CLARK, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who signed the same in my presence, and acknowledged that they executed the same for the purposes therein contained.

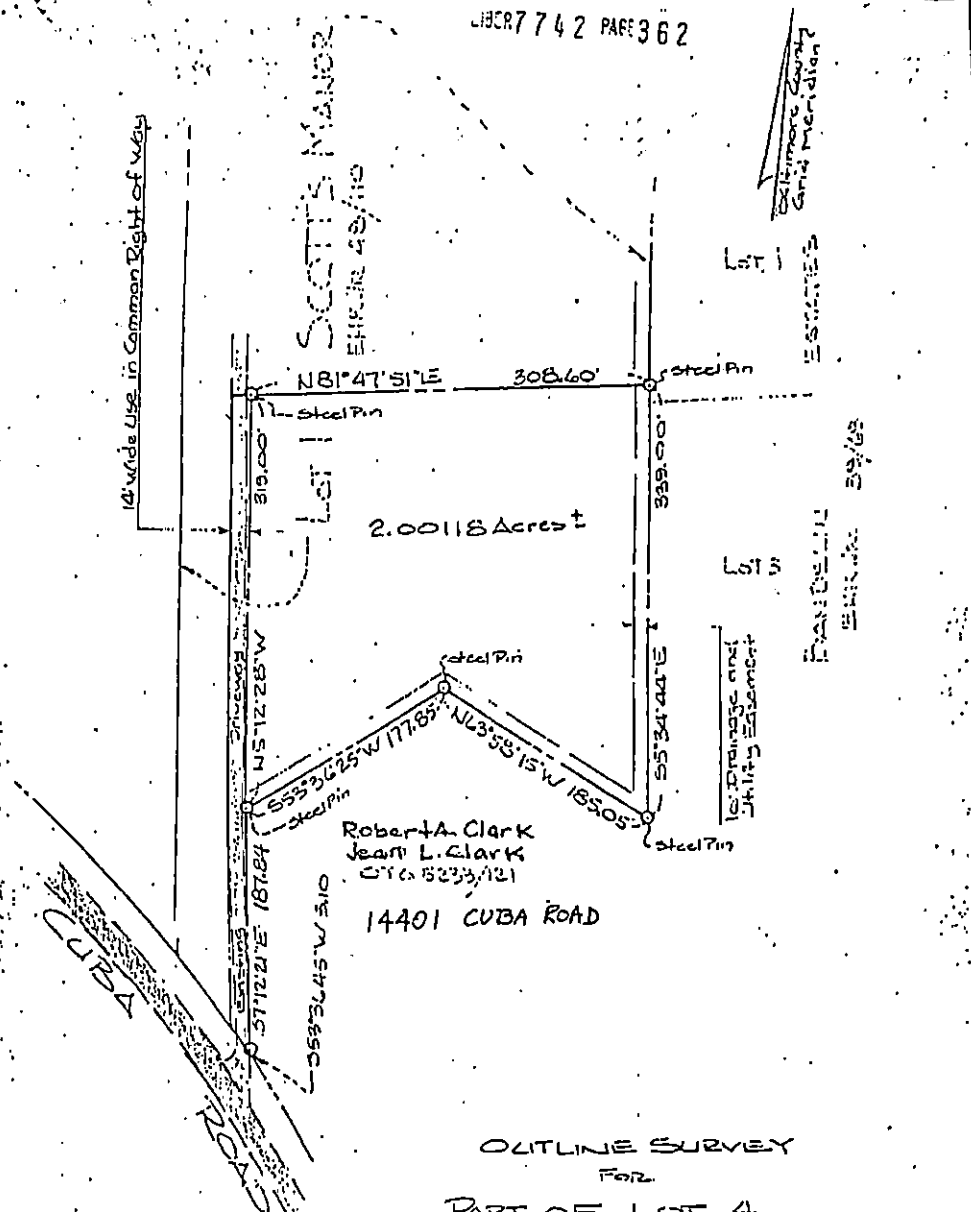
AS WITNESS my hand and Notarial Seal.

Patricia Farley
Notary Public

My commission expires: 7/1/90

1945-0080-2101

LIBR 7742 PAGE 362



Coady & Farley
400 Allegheny Ave.
21204 Albert L. Snyder



A.L. SNYDER
SURVEYOR
1911 HANOVER PIKE
HAMPSTEAD, MD. 21074
(301) 239-1744
JOB NO. 86137

2016-0300-SPH

2019-08-08-27H

SECRET
JAN 29 1970

~~Baltimore County
Circuit~~

Let

11

Steel An

308.60'

N 81° 47' 51" E

Steel Pin

2.00118 Acres $\pm$

List 3

cc: Prunage and
Utility, Eggenfest

١١٠

3/2/21

Robert A. Clark
Jean L. Clark
OTA 5233/121

OUTLINE SURVEY
FOR:

PART OF LOT 4
"SCOTT'S MANOR"

EIGHTH ELECTION DISTRICT

BALTIMORE COUNTY, MARYLAND

February 17, 1987

100-1000

MAIL P

Coady & Farley
400 Allegheny Ave
Towson, Md. 21204



Albert L. King, Jr.

A.L. SNYDER
SURVEYOR
1911 HANOVER PIKE
HAMPSTEAD, MD. 21074
(301) 235-7744

JOB NO. 36127

2016-0300-LPH

GENERAL NOTES

1. THE 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 DEEDS THEREOF IS EXPRESSLY RESERVED IN THE GRANTORS OF THE DEED TO WHICH THIS PLAT IS ATTACHED, THEIR HEIRS AND ASSIGNS.
2. HIGHWAY & HIGHWAY WIDENING, SLOPE EASEMENTS, & DRAINAGE & UTILITY EASEMENTS SHOWN HEREON ARE RESERVED UNTO THE DEVELOPER AND ARE HEREBY OFFERED FOR DEDICATION TO BALTIMORE CO., MD. THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS SHALL CONVEY SAID AREAS, BY DEED, UNTO BALTIMORE CO., MD., AT NO COST.
3. THIS RECORD PLAT MAY NOT BE HONORED BY BALTIMORE COUNTY AFTER FIVE (5) YEARS FROM THE RECORDING DATE. SEE BALTO CO. BILL #61-79 (SECTION 22-39-1).

COORDINATES

NO	NORTH	WEST	NO	NORTH	WEST
1	81,610.77	26,956.30	12	80,873.91	26,581.22
2	81,648.81	26,703.86	13	81,002.53	26,707.54
3	81,552.72	26,672.03	14	81,205.40	26,955.40
4	81,549.86	26,607.38	15	81,231.19	26,914.04
5	81,562.20	26,542.80	16	81,417.84	26,751.07
6	81,546.30	26,541.20	17	81,516.14	26,874.93
7	81,104.22	26,268.60	18	81,615.44	26,551.72
8	81,153.41	26,434.97	19	81,512.47	26,787.79
9	81,070.20	26,575.15	20	81,828.35	26,771.13
10	80,893.55	26,554.57	21	81,846.04	26,772.12
11	80,891.71	26,557.06	22	81,851.96	26,668.51
23	81,848.25	26,665.08	24	80,974.41	26,655.16

CURVE DATA

FROM TO	R	Δ	A	T	CHORD
19-20	100.00	137.24	23.06	11.58	N 41° 15' 52" E 23.01
11-24	797.87	67.035	113.86	57.03	N 43° 21' 22" W 113.76

NOTE:
THE COURSES AND COORDINATES SHOWN HEREON ARE REFERRED TO THE FOLLOWING BALTIMORE COUNTY TRAVERSE STATIONS.

HUB NO.	NORTH	WEST
# 13034	80,920.78	26,622.64
# 13035	81,416.46	27,151.71

APPROVED: BALTIMORE COUNTY PLANNING BOARD

2/19/82 *Thomas E. Searles*
DATE: DIRECTOR

APPROVED: 2/1/82 *Donald J. Rapp*
DATE: COUNTY HEALTH OFFICER

APPROVED: 2/18/82 *James W. McKee*
DATE: COUNTY ROADS ENGINEER

SURVEYOR'S CERTIFICATION

I, JAMES W. MCKEE, A REGISTERED LAND SURVEYOR OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE LAND SHOWN HEREON HAS BEEN LAID OUT AND THE PLAT THEREOF PREPARED IN ACCORDANCE WITH SECTIONS 72 A TO 72 E, INCLUSIVE OF ARTICLE 17, OF THE ANNOTATED CODE OF MD., 1939 EDITION, AS ENACTED OR AMENDED BY THE ACTS OF 1947 AND SUBSEQUENT ACTS, IF ANY, AMENDATORY THERETO.

JAMES W. MCKEE
(MD. REG. #9012)

2/12/82
DATE:

OWNER'S CERTIFICATION

THE REQUIREMENTS OF SECTIONS 72A TO 72D OF ARTICLE 17 OF THE ANNOTATED CODE OF MARYLAND, 1939 EDITION, CHAPTER 1019 OF THE ACTS OF 1945, AS AMENDED BY CHAPTERS 64 & 786 OF THE ACTS OF 1947, AND SUBSEQUENT ACTS, IF ANY, AMENDATORY THERETO SO FAR AS THEY CONCERN THE MAKING OF THE PLAT & SETTING OF THE MARKERS HAVE BEEN COMPLIED WITH BY OWNER OF THE LAND SHOWN HEREON.

OWNER

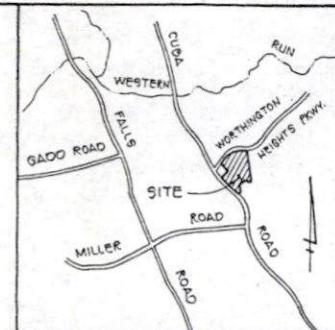
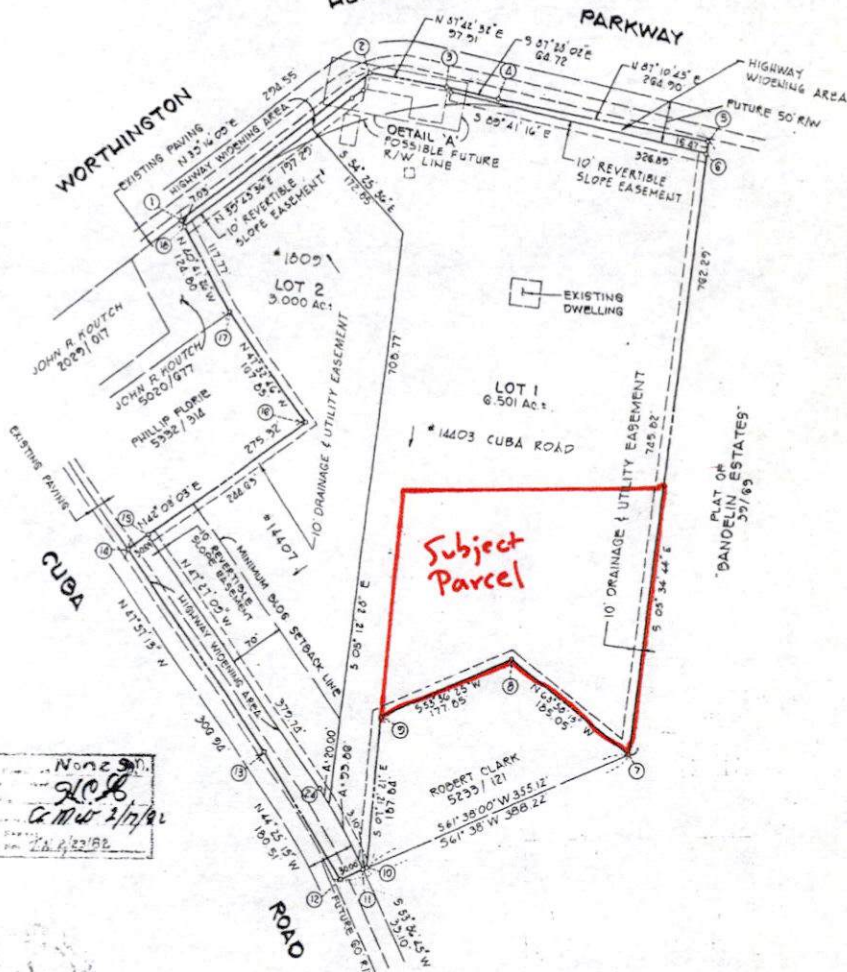
1-7-82
DATE

None
2/12/82
G.M.W. 2/12/82
Survey Date: 2/12/82
Mailed Date: 2/12/82

HEIGHTS

PARKWAY

WORTINGTON



VICINITY MAP
SCALE: 1"=2000'

DENSITY NOTES

1. EXISTING ZONING: R.C. - 4
2. GROSS AREA: 10.201 AC.
3. HIGHWAY WIDENING AREA: 0.700 AC.
4. NET AREA OF LOTS: 9.501 AC.
5. NO. OF LOTS ALLOWED: (10.201 ÷ 0.2) = 2 LOTS
6. NO. OF LOTS PROPOSED: 2 LOTS
7. AVERAGE LOT SIZE: 4.750 AC.
8. NO. OF PARKING SPACES REQUIRED (2 PER LOT): 4
9. NO. OF PARKING SPACES PROPOSED: 4

EMK, JR. 48 FOLD 110

Filed for record
Date: FEB 26 1982
Test:

Robert Clark
Robert Clark

FINAL SUBDIVISION PLAT

OF

SCOTT'S MANOR

8TH ELECTION DISTRICT BALTIMORE CO., MD.
SCALE: 1"=100' AUGUST 21, 1981

DEED REFERENCE: 2719/522

McKEE & ASSOCIATES, INC.

CIVIL ENGINEERS & LAND SURVEYORS
1717 YORK ROAD - LAN LEA BUILDING - LUTHERVILLE, MD. 21093

MSA 53A 1236-6953

48-110

2016-0300-SPH

ZONING HEARING PLAN FOR VARIANCE _____ FOR SPECIAL HEARING X (MARK TYPE REQUESTED WITH X)
ADDRESS 14401A Cuba Road, MD 21030 OWNER(S) NAME(S) Crusader Homes, LLC
SUBDIVISION NAME Scotts Manor LOT # pt. 1 BLOCK # _____ SECTION # _____
PLAT BOOK # 48 FOLIO # 110 10 DIGIT TAX # 2 0 0 0 0 1 3 0 5 8 DEED REF. # 3 5 5 4 6 / 0 0 0 2 8

-See attached Plan, which is a reproduction of a portion of the deed describing the subject parcel and recorded in the Baltimore County Land Records at Liber 7430, Folio 571)

-The scale of the Plan is 1" = 60' and it was originally prepared by A.L. Snyder Surveyor on Feb. 18, 1987.

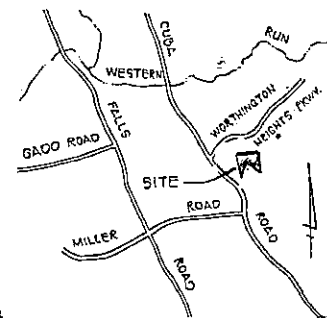
-A copy of the entire Feb. 18, 1987 plan is also included (not to scale).

-Also see redlined Final Subdivision Plat of Scott's Manor indicating approximate location of the subject parcel (not to scale)



PLAN DRAWN BY _____ DATE _____ SCALE: 1 INCH = _____ FEET

SITE VICINITY MAP



MAP IS NOT TO SCALE

ZONING MAP# 033B3
SITE ZONED RC7
ELECTION DISTRICT 8
COUNCIL DISTRICT 3
LOT AREA ACREAGE 2.0018
OR SQUARE FEET _____
HISTORIC ? No
IN CBCA ? No
IN FLOOD PLAIN ? No
UTILITIES ? MARK WITH X
WATER IS:
PUBLIC _____ PRIVATE X
SEWER IS:
PUBLIC _____ PRIVATE X
PRIOR HEARING ? No
IF SO GIVE CASE NUMBER
AND ORDER RESULT BELOW

VIOLATION CASE INFO:

2016-0300-SPH

JUL 13 2016

IN THE MATTER OF:

Robert Spadaro
14407 Cuba Road,

Petitioner

8th Election District3rd Councilmanic District

RE: 14401A Cuba Road

* BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS

* ADMINISTRATIVE LAW JUDGE

* OF

* BALTIMORE COUNTY

*

* CASE NO.: 2016-0300-SPH

* * * * *

**PETITIONER'S OPPOSITION TO
CRUSADER HOMES, LLC'S MOTION TO DISMISS**

Robert V. Spadaro ("Spadaro"), Petitioner, by his attorneys, David S. Lynch and the Law Office of G. Macy Nelson, LLC, opposes Crusader Homes, LLC's ("Crusader") Motion to Dismiss and states the following:

ARGUMENT

Spadaro filed a Petition for Special Hearing, pursuant to Baltimore County Zoning Regulation ("BCZR"), Section 500.7, to resolve two discrete questions:

1. Whether a single family home being constructed on a parcel known as Tax Map 33, parcel 130 violates the density regulations of the R.C. 7 or the R.C. 4 zoning district, where the zoning classification was changed to R.C. 7 from R.C. 4 during the 1996 CZMP and the entire lot is 6.501 acres with an existing home?
2. Whether the parcel known as Tax Map 33, parcel 130 is a valid building lot and/or an illegal subdivision where that parcel was created by deed (Liber 7430, Folio 568) and remains part of Lot 1 of the Scotts Manor subdivision (Plat Book #48, Folio #110)?

Crusader mischaracterized Spadaro's petition to suggest that Spadaro is appealing the issuance of a building permit to construct a home on the parcel known as 14401A ("Subject Parcel") and is asking the Administrative Law Judge ("ALJ") to interpret the deeds and covenants as they pertain to the Subject Property. Contrary to Crusader's assertions, Spadaro seeks a ruling as to whether the Subject Parcel has the requisite density to construct a single family home and whether the Subject Parcel is a valid buildable lot where it was created by deed outside of the subdivision process. These questions are properly before the ALJ and Spadaro opposes Crusader's Motion to Dismiss for the following four reasons:

I. Spadaro is an Interested Person Who May Seek a Special Hearing Pursuant to BCZR, Section 500.7.

There is no question that Spadaro has a right under BCZR, Section 500.7 to bring this action to determine whether Crusader is complying with the law. Spadaro is an interested person and an adjacent and nearby property owner with standing to bring this case. Without citation to any law, Crusader asserts that neighboring property owners have sought relief under 500.7 in "rare cases" and argues that Spadaro must allege a property interest in the Subject Parcel to bring this case. The plain language of Section 500.7 and Maryland's case law directly contradict Crusader's position. Indeed, Section 500.7 states, "[t]he power given hereunder shall include the right of **any interested person** to Petition the Zoning Commissioner for a public hearing...to determine any rights whatsoever of such person in **any property in Baltimore County** insofar as they are affected by these regulations." (emphasis supplied). Nowhere does section 500.7 restrict a petition for

special hearing to only those persons with a property interest in the property in question. Citizens in Baltimore County have a right for their government to adhere to, and enforce, the law. BCZR, section 500.7 allows a neighbor to seek a determination whether an adjacent property owner is in compliance with the law.

Moreover, there are cases in Maryland's jurisprudence where a neighbor without a property interest in the subject property filed for a hearing under BCZR, section 500.7. *See Marzullo v. Kahl*, 366 Md. 158, 165 (2001) (neighbor filed a petition for a special hearing under BCZR, section 500.7 to determine the neighbor's compliance with the zoning regulations where neighbor was not permitted to appeal the issuance of a building permit); *People's Counsel for Balt. County v. Surina*, 400 Md. 662, 676-77 (2007) (Community association and three neighbors filed a petition for a special hearing); *see also In the Matter of Charles Castronovo, et al.*, Baltimore County Circuit Court, Case No. 03-C-15-6323 (J. Ensor, Mar. 7, 2016) (Attached as "Exhibit A").

II. Spadaro May Seek an Administrative Remedy under BCZR, Section 500.7 Concurrent with a Judicial Remedy.

While Spadaro's Complaint for Injunction in the Baltimore County Circuit Court (Complaint attached as Exhibit "B") raises similar issues as those presented in his petition for a special hearing, the administrative remedy provided by BCZR, section 500.7 is cumulative to, or concurrent with, the judicial remedy provided by Baltimore County Code ("BCC"), section 32-3-607. Indeed, BCC, section 32-3-607 provides,

In addition to all other remedies provided by law ... any person whose property is affected by any violation, including abutting and adjacent property owners, whether specially damaged or not, may maintain an action in an appropriate court for an injunction:

(1) Enjoining the erection, construction, reconstruction, alteration, repair, or use of buildings, structures, and land **in violation of this title or the zoning regulations and restrictions adopted under this title;** and

(2) Requiring the return of the property, to the extent possible, to its condition before the violation, including removal of the source of the violation.

Id. (emphasis supplied). Nothing in BCC, section 32-3-607 or BCZR, section 500.7 precludes a neighbor from seeking concurrent relief under both provisions. In *Town of Berwyn Heights v. Rogers*, 228 Md. 271 (1962), the Court of Appeals evaluated whether administrative remedies must be exhausted before seeking relief in the circuit court where separate county statutes provided for a right to an administrative appeal to the Board of Zoning Appeals and a right to seek an injunction from the court “in addition to all other remedies provided by law.” The Court found that “[t]he words, ‘in addition to all other remedies provided by law’ are plain and unambiguous, and must be given the import that the Legislature intended them to have.” *Id.* at 275. It wrote, “[w]here administrative remedies are not exclusive but merely cumulative to or concurrent with a judicial remedy, the rule that administrative remedies must be exhausted before resort is had to the courts does not come into play.” *Id.* Here, like the statute in *Berywn Heights*, BCC, section 32-3-607 provides for injunctive relief “in addition to all other remedies provided by law.” The plain language of the statute does not preclude a neighbor from seeking administrative relief in addition to injunctive relief from the Circuit Court. BCZR, section

500.7 and BCC, section 32-3-607 are concurrent and cumulative and Spadaro's petition for a special hearing is properly before the Administrative Law Judge.

Moreover, despite Crusader's assertion that "[t]he only proper forum, which Petitioner has actually already employed, is the Circuit Court," Crusader asserted in its Answer to Spadaro's Complaint in the Circuit Court that Spadaro failed to exhaust his administrative remedies. *See* Crusader's Motion, ¶ 14; *see also* Circuit Court Answer, attached as "Exhibit C," ¶ 75. Spadaro filed this action for administrative relief, among other reasons, to protect against this argument.

III. Spadaro's Petition for a Special Hearing is Timely.

Spadaro filed this present action to determine whether Crusader's construction of a home on the Subject Parcel violates Baltimore County's density and subdivision regulations. Crusader's citation to *United Parcel Service v. People's Counsel for Baltimore County*, 336 Md. 569 (1992) is irrelevant because that case involved an appeal of a letter from the Zoning Commissioner to the Board of Appeals pursuant to BCC, section 26-132. Here, unlike *United Parcel Service*, Spadaro seeks a hearing pursuant to BCZR, section 500.7 which is akin to a declaratory judgment proceeding and has no statutory time period in which an action must be filed. Crusader's suggestion that Spadaro brings this case "decades after actions allowing a dwelling on the lot creates an abuse of the Special Hearing Process" is without basis. Indeed, the County's Department of Planning reviewed Spadaro's petition for a special hearing and found on June 28, 2016, "the Department does not recognize the [Subject Parcel] as a valid building lot."

See Department of Planning Comments, attached as “Exhibit D”. This opinion is consistent with the County’s decision to deny an application for a building permit to construct a single family home by a prior owner of the Subject Parcel, Eagleumps LLC, in 2011: “LOT CREATED BY DEED + DESCRIPT. RECORD PLAT & APPRV’D SUBDVN NOT AMENDED. NO ADD’L DENSITY FOR NEW LOT PER BCZR. ADVISED OWNER TO SEEK LEGAL ADVICE- AT; CANCELLED- SEE B856820.”

See Permit Data, attached as “Exhibit E.” There is no statute, and Crusader cites to none, that requires Spadaro to file a petition for a special hearing at the time that a parcel is created by deed (with a declaration that the parcel is not a buildable lot) or when a building permit is issued to build on that parcel. The Administrative Law Judge has the authority to adjudicate this matter and determine whether Crusader is in compliance with Baltimore County law.

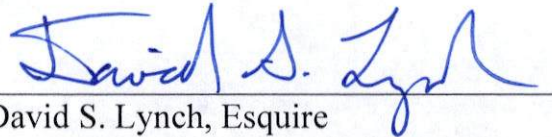
IV. The County’s Issuance of a Building Permit Does not Preclude the Administrative Law Judge from Evaluating Whether the Construction of a Single Family Home on the Subject Parcel Complies with Baltimore County Law.

The mere issuance of a building permit does not mean that the County properly issued the building permit, nor does it mean that the ALJ may not make a determination as to whether Crusader’s construction of a single family home on the Subject Parcel complies with the County law. Maryland’s appellate courts have consistently held that permits issued in violation of the zoning ordinance do not prevent the municipality from enforcing its laws. *See Marzullo*, 366 Md. 158 (2001); *Baiza v. City of College Park*, 192 Md. App. 321 (2010); *Town of Berwyn Heights*, 228 Md. 271 (1962).

CONCLUSION

For all of these reasons, Spadaro respectfully requests that the Administrative Law Judge deny Crusader's Motion to Dismiss.

Respectfully submitted,



David S. Lynch, Esquire
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204
davidlynch@gmacynelson.com
(410) 296-8166 x113

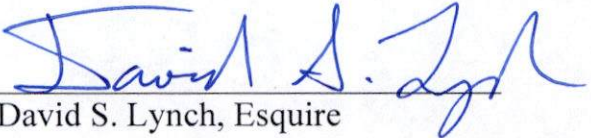
CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on this 13th day of July, 2016, a copy of the foregoing Opposition to Crusader Homes, LLC's Motion to Dismiss was emailed and mailed first-class, postage prepaid to:

Jennifer R. Busse, Esquire
John B. Gontrum, Esquire
Whiteford, Taylor & Preston L.L.P.
One West Pennsylvania Avenue
Suite 300
Towson, Maryland 21204
jbusse@wtplaw.com
Attorneys for Crusader Homes, LLC

and

Peter Max Zimmerman, Esquire
Jefferson Building, Room 204
105 West Chesapeake Avenue
Towson, Maryland 21204
peoplescounsel@baltimorecountymd.gov
People's Counsel for Baltimore County


David S. Lynch, Esquire

IN THE
MATTER OF
CHARLES CASTRONOVO, ET AL.

IN THE
CIRCUIT COURT
FOR
BALTIMORE COUNTY
Case No. 03-C-15-6323

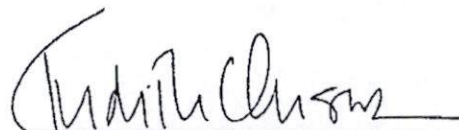
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BALTIMORE COUNTY
BOARD OF APPEALS

* * * * *

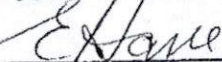
ORDER

Having read and considered Petitioners' Memorandum in Support of Petition for Judicial Review (Paper 11,000), Respondent's Memorandum in Opposition to Petition for Judicial Review (Paper 13,000), and Petitioners' Reply Memorandum in Support of Petition for Judicial Review (paper 14,000), and having read and considered the entire file, including the record and transcript from the *de novo* hearing before the Board of Appeals, and having considered the relevant case law and the arguments of counsel, the Court finds that the Board of Appeals' dismissal of Petitioners' case for lack of jurisdiction was incorrect as a matter of law. Accordingly, it is hereby ORDERED this 25TH day of February, 2016, that this matter is REMANDED to the Board of Appeals for further proceedings.

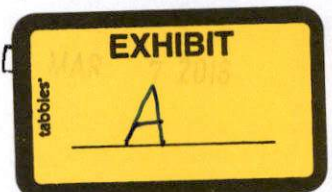

JUDITH C. ENSOR, Judge

True Copy Test

JULIE L. ENSOR, Clerk

Per 
Assistant Clerk

FILED



RECEIVED

MAR 09 2016

IN THE
MATTER OF
CHARLES CASTRONOVO, ET AL.

*
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*
*
*

IN THE
BALTIMORE COUNTY
BOARD OF APPEALS
CIRCUIT COURT
FOR
BALTIMORE COUNTY
Case No. 03-C-15-6323

* * * * *

MEMORANDUM OPINION

Currently before the Court is Charles and Ingrid Castronovo's ("the Castronovos" or "Petitioners") Petition for Judicial Review (Paper 1000), which was filed on June 12, 2015. The Castronovos seek review of the Baltimore County Board of Appeals' (the "Board of Appeals" or the "Board") decision that the Board lacks jurisdiction to hear their case. Petitioners' Memorandum in Support (Paper 11,000) was filed on October 22, 2015. The Memorandum in Opposition (Paper 13,000) was filed on December 2, 2015. Petitioners filed their Reply (Paper 14,000) on December 17, 2015. The matter was heard on February 2, 2016. Having read and considered the entire file, including the parties' respective pleadings, and having considered the arguments of counsel and the relevant case law, this matter will be remanded to the Board of Appeals for further proceedings.

FACTUAL AND PROCEDURAL BACKGROUND

The Castronovos own the property located at 1501 Shore Road, Middle River, Maryland. Paul Godwin ("Mr. Godwin" or "Respondent") owns the property directly adjoined to the northwest of Petitioners' parcel, located at 1452 Shore Road, Middle River, Maryland. The instant case began when the Castronovos filed a Petition for Special Hearing pursuant to § 500.7 of the Baltimore County Zoning Regulations ("BCZR"). Petitioners claimed that Mr. Godwin's

"property is in violation of various Baltimore County laws and regulations." Baltimore County Administrative Law Judge's Opinion and Order of Dismissal ("ALJ Opinion") at p. 2. They sought a determination as to (1) whether the property located at 1452 Shore Road violates § 33-2-603 of the Baltimore County Code ("BCC"); (2) whether the proposed construction of a stairway and a two level deck on the property located at 1452 Shore Road increases the amount of lot coverage maintained on the property in violation of § 33-2-603 of the BCC; (3) whether the proposed construction of a stairway and a two level deck on the property located at 1452 Shore Road violates § 102.1 of the BCZR; and (4) whether the proposed construction of a stairway and a two level deck on the property located at 1452 Shore Road violates the limitation on extending non-conforming structures and uses no more than 25% of the ground floor area of the existing building, as provided in § 104.3 BCZR. Record ("R."), Petition for Special Hearing and Attachment.

On October 30, 2014, Baltimore County Administrative Law Judge ("ALJ")¹ John E. Beverungen presided over a public hearing on the Petition. By Order dated November 6, 2014, ALJ Beverungen indicated that the relief sought by the Castronovos required "an interpretation of the Baltimore County Code (B.B.C.), *not* the B.C.Z.R." ALJ Opinion at p. 2 (emphasis in original). He found that an interpretation of the BCC was not authorized under BCZR § 500.7. Thus, the ALJ found that he lacked jurisdiction to consider Petitioners' case and dismissed the Petition.

The Castronovos then appealed this decision to the Board of Appeals; a *de novo* hearing was held on April 6, 2015. At that time, no testimony was taken; the parties simply argued their respective motions. The Castronovos argued that the hearing should not proceed until the Board of Appeals received "a written recommendation from the Department of Environmental

¹ BCC § 3-12-104(b) acknowledges that "[a]ny reference to the Zoning Commissioner, the Deputy Zoning Commissioner or the Hearing Officer in the Charter, the Code or the Baltimore County Zoning Regulations shall be deemed to be a reference to the Office [of Administrative Hearings]."

Protection.” Transcript (Tr.) April 6, 2015, Hearing at p. 8. Mr. Godwin argued that the Petition should be dismissed for lack of jurisdiction. By Order dated June 5, 2015, the Board of Appeals granted Respondent’s preliminary Motion to Dismiss. The Board found “that though there might be some small components that could be falling under the Zoning Regulations that the meat of this matter still falls within The Baltimore County Code and therefore is beyond the purview and jurisdiction of this Board.” Tr. at p. 24. Following the Board of Appeals’ decision, the Castronovos filed a Petition for Judicial Review.

DISCUSSION

The Board of Appeals found that it lacked jurisdiction to hear the Petition for Special Hearing because, in its estimation, the “meat of this matter” involves interpretation of the BCC. Therefore, the question before this Court is whether the Board of Appeals’ decision regarding its jurisdictional authority is legally correct. When reviewing a decision of the Board of Appeals that is based upon an error of law, the reviewing court need not give deference to that decision and “may substitute its own judgment.” *Lee v. Maryland Nat. Capital Park & Planning Comm’n*, 107 Md. App. 486, 492 (1995).

Petitioners filed this matter under BCZR § 500.7, which grants the Zoning Commissioner and the Board of Appeals “the power to conduct such hearings and pass such orders thereon as shall, in his [or its] discretion, be necessary for the proper enforcement of all zoning regulations . . . [and] to determine any rights whatsoever of such person in any property in Baltimore County insofar as they are affected by these regulations.” Additionally, BCZR § 500.6 indicates that “the Zoning Commissioner shall have the power, upon notice to the parties in interest, to conduct hearings involving any violation or alleged violation or noncompliance with any zoning regulations, or the proper interpretation thereof, and to pass his order thereon, subject to the right

of appeal to the County Board of Appeals as hereinafter provided." Therefore, jurisdiction is determined based upon whether any property right will be affected by the application of the relevant BCZR sections to a particular property.

As an initial matter, the party filing a Petition for Special Hearing must have standing. The Castronovos, as interested persons, have standing regarding Respondent's compliance with the BCZR pursuant to BCZR § 500.7. *See* BCZR § 500.7 (stating that "[t]he power given hereunder shall include the right of any interested person to petition the Zoning Commissioner for a public hearing . . . to determine the existence of any purported nonconforming use on any premises or to determine any rights whatsoever of such person in any property in Baltimore County insofar as they are affected by these regulations."); *see also* BCZR § 500.10 (stating that "any person or persons . . . aggrieved by any decision of the Zoning Commissioner shall have the right to appeal therefrom to the County Board of Appeals."); *see generally* *Marzullo v. Kahl*, 366 Md. 158, 165 (2001) (indicating that, while a Baltimore County resident was not permitted to appeal the issuance of a building permit for a neighbor's property, the resident was permitted to institute a Special Hearing under BCZR § 500.7 to determine the neighbor's compliance with the BCZR). Petitioners' waterfront property, located at 1501 Shore Road, is directly adjoined on its northwest side to Respondent's waterfront property, located at 1452 Shore Road. As neighbors and owners of property adjacent to Mr. Godwin's property, the Castronovos have standing to file a Petition for Special Hearing regarding Respondent's compliance with the BCZR.

Next, the Petition for Special Hearing and *de novo* appeal must be filed with regard to a violation of the BCZR. BCZR §§ 500.6–500.7. The Castronovo's Petition for Special Hearing sought relief as a result of alleged violations of BCC § 33-2-603, BCZR § 102.1, and BCZR §

104.3. Without question, the Baltimore County Office of Administrative Hearings² and the Board of Appeals have jurisdiction with regard to the issues involving BCZR § 102.1 and BCZR § 104.3 as they require the interpretation of the BCZR.

In addition, BCZR § 500.7 grants authority to hear cases regarding non-conforming uses. BCZR § 101.1 defines non-conforming use as a "legal use that does not conform to a use regulation for the zone in which it is located or to a special regulation applicable to such a use." BCZR § 103.5 and § 104.5 specifically address non-conforming uses and both sections incorporate BCC § 33-2-603, which is the basis for the Castronovos' first and second issues raised in the Petition for Special Hearing. BCZR § 103.5(C) states:

The county shall permit the continuation, but not necessarily the intensification or expansion, of any use in existence on June 13, 1988. If the existing use does not conform with the provisions of the local protection program, its intensification or expansion may be permitted only in accordance with Section 104.5 of these regulations and with the variance provisions and procedures outlined in § 32-4-231, § 33-2-205, or § 33-2-603 of the Baltimore County Code, whichever is or are applicable.

BCZR § 104.5 indicates:

Any use which becomes or continues to be nonconforming which exists within the Chesapeake Bay Critical Area on or after the effective date of this section is subject to the provisions of Section 104.1, 104.2, and 104.3 and to the variance provisions and procedures of § 32-4-231, § 33-2-205, or § 33-2-603 of the Baltimore County Code, which is or are applicable.

Both BCZR § 103.5 and BCZR § 104.5 require compliance with those procedures and provisions detailed in BCC § 33-2-603. As a result, the Board of Appeals must have the authority to review the cross-referenced sections of the BCC, including BCC § 33-2-603. Without such authority, the Board of Appeals would not be able to evaluate whether Respondent is in compliance with the requirements of BCZR § 103.5 and BCZR § 104.5.

² See *supra* note 1.

CONCLUSION

For the reasons set forth above, the Board of Appeals' dismissal of Petitioners' case for lack of jurisdiction was incorrect as a matter of law. Therefore, the matter will be remanded to the Board of Appeals for further proceedings.


JUDITH C. ENSOR, Judge

True Copy Test

JULIE L. ENSOR, Clerk

Per


Assistant Clerk

ROBERT V. SPADARO
14407 Cuba Road
Cockeysville, Maryland 21030

Plaintiff

v.

CRUSADER HOMES, LLC
14403 Cuba Road
Cockeysville, Maryland 21030

SERVE ON:
Jan D. Maslack, II
603 St. Francis Road
Towson, Maryland 21286

* IN THE
* CIRCUIT COURT

* FOR

* BALTIMORE COUNTY

* CASE NO.

03-16-095018

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BALTIMORE COUNTY

* * * * *

**COMPLAINT FOR TEMPORARY RESTRAINING ORDER AND
PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF**

Robert V. Spadaro, Plaintiff, by his attorneys, David S. Lynch and the Law Office of G. Macy Nelson, LLC, pursuant to Maryland Rules 15-501 through 15-505, files this Complaint for Temporary Restraining Order and Preliminary and Permanent Injunctive Relief against Crusader Homes, LLC, Defendant, and alleges as follows:

PARTIES

1. Plaintiff, Robert V. Spadaro ("Spadaro") is a resident of Baltimore County, Maryland and is the owner of property known as 14407 Cuba Road, Cockeysville, Maryland 21030.



2. Defendant, Crusader Homes, LLC ("Crusader"), is the owner of approximately 2.0018 acres of land, known as 14403 Cuba Road (or alternatively 14401A Cuba Road), Cockeysville, Maryland 21030 and located immediately east of Plaintiff's property ("Subject Property").

JURISDICTION

3. This Court has jurisdiction over this action pursuant to Sections 6-102(a) and 6-103(b)(5) of the Courts and Judicial Proceedings Article, Annotated Code of Maryland.

VENUE

4. Venue is proper in the Circuit Court for Baltimore County pursuant to section 6-201 of the Courts and Judicial Proceedings Article, Annotated Code of Maryland.

FACTS

5. This case concerns Defendant's construction of a 5,279 square foot single family home on the Subject Property in violation of a restrictive covenant and in violation of the density regulations in Baltimore County's R.C. 7 zoning district.

6. Spadaro is the owner of that certain tract of land in Baltimore County, Maryland, known as 14407 Cuba Road, Cockeysville, Maryland, having acquired title to the approximately 3.0 acre lot by virtue of a deed dated February

26, 1982 and recorded in the Land Records of Baltimore County in Liber No. 6372, page 785. (See Exhibit A).

7. The Subject Property is located immediately east of Spadaro's property and is an approximately 2.0018 acre parcel of land. The Subject Property is currently owned by Crusader, having acquired title by virtue of a deed dated October 23, 2014 and recorded in the Land Records of Baltimore County in Book No. 35546, page 28. (See Exhibit B; See also Baltimore County My Neighborhood Map identifying parcels and lots, attached as "Exhibit C").

8. Crusader accesses the Subject Property via a fourteen foot common right of way that lies adjacent to and abuts Spadaro's property. (See Exhibit B).

9. The Subject Property is part of Lot 1 as shown on a plat entitled "Final Subdivision Platt of Scotts Manor" recorded among the Land Records of Baltimore County in Plat Book E.H.K. Jr., 48, folio 110. (See Exhibit D).

10. Lot 1 consists of 6.501 total acres. (See Exhibit D).

11. The remaining 4.49982 acres of Lot 1 is owned by Joseph A. Imbesi, having acquired title by virtue of a deed dated October 12, 1987 and recorded in the Land Records of Baltimore County in Book No. 26871, page 497 ("Imbesi Property"). (See Exhibit E).

12. Lot 1, including the Subject Property, is located in Baltimore County's RC-7 zoning district. Lots located in the RC-7 zone may only be

developed "at a maximum density of 0.04 lot per acre of gross tract area (an average of one lot per 25 acres). No lot lying within an R.C.7 Zone and having a gross area of less than 50 acres may be subdivided." BALTIMORE COUNTY ZONING REGULATIONS ("BCZR"), § 1A08.6 (2016).

13. There is an existing home located on Lot 1 on the Imbesi Property. (See Exhibit C; See also SDAT information attached as "Exhibit F").

14. Lot 1 has never been subdivided.

15. On November 23, 1987, predecessors in title to Crusader, Robert A. Clark and Jean L. Clark, executed a Declaration, recorded among the Land Records of Baltimore County in Liber No. 7742, page 360, prohibiting development of a single family home on the Subject Property. (See Exhibit G).

16. The Clark Declaration states in part:

WHEREAS, the Subject Property adjoins the personal residence property of the Clarks at 14401 Cuba Road, and was acquired solely for the purpose of enhancing its value by providing additional lawn area, and that the Clarks have no intention of constructing thereon a separate residence or dwelling; and

WHEREAS, the Baltimore County Office of Planning and Zoning has requested that the Clarks declare that the Subject Property is not sufficiently large for the construction thereto of a separate dwelling.

NOW, THEREFORE, these presents are now executed:

1. That Robert A. Clark and Jean L. Clark hereby declare that **the Subject Property is not of sufficient size under present zoning regulations to construct thereon a separate dwelling**

unit, and that this restriction as to use shall run with and be binding upon the land, and the personal representatives and assigns of the parties hereto, until such time as Baltimore County Zoning Regulations as to density are changed to permit such construction.

(See Exhibit G) (emphasis supplied).

17. During the 1996 Comprehensive Zoning Map Process, the Subject Property was downzoned to R.C. 7, which only allows one lot per twenty-five acres.

18. On September 5, 2014, Judd Maslack, on behalf of Crusader, applied for a building permit to construct a 5,279 square feet single family home on the Subject Property. On October 16, 2014, the County approved Crusader's application and issued building permit no. B856820 ("B856820"). (See Exhibit H). Thereafter, the County stayed the validity of the building permit for reasons that are not immediately discoverable.

19. On May 29, 2015, Crusader's former counsel, Timothy Kotroco, wrote a letter to the Director of Permits, Approvals & Inspections, Arnold E. Jablon, requesting that B856820 be reinstated. (See Exhibit I). Crusader explained that it had invested \$190,000.00 in what it believed to be a buildable lot and asked that the permit be reinstated.

20. On June 3, 2015, the County reinstated B856820 "per Arnold Jablon." (See Exhibit H).

21. The County again stayed the validity of B856820.

22. In the first week of October 2015, Spadaro met with Judd Maslack and his partner to demand that Crusader cease efforts to construct a single family home at the Subject Property. During that meeting Spadaro explained that the Subject Property was not a buildable lot, that the Clark Declaration recorded a restrictive covenant on the Subject Property, and that the density regulations of the R.C. 7 zone preclude the construction of a single family home. Crusader refused to abandon its efforts to construct a home on the Subject Property.

23. Following the October 2015 meeting, the County reinstated B856820.

24. Crusader has started construction of a single family home at the Subject Property. It has already cleared, graded, and installed sediment controls on the property. (See Exhibit I). In the past two weeks, Crusader has completed pouring the footers and damp proofing the foundation of the home. The County inspected and approved the footings on May 3, 2016. (See Exhibit J). The County is scheduled to inspect the foundation on May 11, 2016. (See Exhibit J).

25. Plaintiff has a clear view of the Subject Property from the back of his home. Lights from vehicles accessing the Subject Property enter the windows of his home. Defendant's construction of a single family home at the Subject

Property is causing significant damage to Plaintiff's property value and quiet enjoyment of his home.

COUNT I- REQUEST FOR TEMPORARY RESTRAINING ORDER

26. Plaintiff incorporates by reference each of the factual allegations set forth in the Complaint.

27. Defendant has initiated construction on the Subject Property which if allowed to continue will adversely affect Plaintiff's property interests.

28. The Clark Declaration recorded a restrictive covenant on the Subject Property that runs with the land and prohibits the construction of a single family home on the Subject Property.

29. Plaintiff explained in October 2015 to Defendant that the restrictive covenant on the Subject Property does not allow construction of a single family home and that the Subject Property is not a buildable lot.

30. Defendant refuses to stop construction and its conduct violates the terms of the Clark Declaration and is causing significant damage to Plaintiff's property interests.

31. Even if the restrictive covenant contained in the Clark Declaration does not prohibit construction of a single family home on the Subject Property, the applicable law prohibits construction of a single family home on the Subject Property.

32. The BCZR's density regulations for the R.C. 7 zoning district only permit one buildable lot per twenty-five acres.

33. The Subject Property is not a separate recorded lot. It is a parcel of Lot 1 and the total acreage of Lot 1 is 6.501 acres.

34. Another single family home is already located on Lot 1.

35. Defendant's construction of a single family home on the Subject Property violates the BCZR's density regulations in a R.C. 7 zoning district.

36. There exists the strong likelihood that Plaintiff will succeed on the merits of his claim.

37. Unless Defendant is restrained from constructing a home at the Subject Property, Plaintiff will suffer immediate, substantial and irreparable injury.

38. The benefits to Plaintiff in obtaining injunctive relief are equal to or outweigh the potential harm which Defendant would incur if this Court grants the requested injunctive relief.

39. The public interest is best served by granting the injunction.

40. Plaintiff requests that this Court issue an Order granting Plaintiff a temporary restraining order in accordance with Maryland Rule 15-504 and enjoining Defendant from engaging in any construction related activity of a single family home at the Subject Property.

WHEREFORE, Plaintiff respectfully requests that this Court grant his request for a Temporary Restraining Order.

COUNT II- REQUEST FOR PRELIMINARY INJUNCTION

41. Plaintiff incorporates by reference each of the factual allegations set forth in the Complaint.

42. Defendant has initiated construction on the Subject Property which if allowed to continue will adversely affect Plaintiff's property interests.

43. The Clark Declaration recorded a restrictive covenant on the Subject Property that runs with the land and prohibits the construction of a single family home on the Subject Property.

44. Plaintiff explained in October 2015 to Defendant that the restrictive covenant on the Subject Property does not allow construction of a single family home and that the Subject Property is not a buildable lot.

45. Defendant refuses to stop construction and its conduct violates the terms of the Clark Declaration and is causing significant damage to Plaintiff's property interests.

46. Even if the restrictive covenant contained in the Clark Declaration does not prohibit construction of a single family home on the Subject Property, the applicable law prohibits construction of a single family home on the Subject Property.

47. The BCZR's density regulations for the R.C. 7 zoning district only permit one buildable lot per twenty-five acres.

48. The Subject Property is not a separate recorded lot. It is a parcel of Lot 1 and the total acreage of Lot 1 is 6.501 acres.

49. Another single family home is already located on Lot 1.

50. Defendant's construction of a single family home on the Subject Property violates the BCZR's density regulations in a R.C. 7 zoning district.

51. There exists the strong likelihood that Plaintiff will succeed on the merits of his claim.

52. Unless Defendant is restrained from constructing a single family home at the Subject Property, Plaintiff will suffer immediate, substantial and irreparable injury.

53. The benefits to Plaintiff in obtaining injunctive relief are equal to or outweigh the potential harm which Defendant would incur if this Court grants the requested injunctive relief.

54. The public interest is best served by granting the injunction.

55. Plaintiff requests that this Court issue an a preliminary injunction in accordance with Maryland Rule 15-505 and order that Defendant refrain from engaging in any construction related activity of a single family home at the

Subject Property until this Court rules on Plaintiff's request for a permanent injunction.

WHEREFORE, Plaintiff respectfully requests that this Court grant his request for a Preliminary Injunction.

COUNT III- REQUEST FOR PERMANENT INJUNCTION

56. Plaintiff incorporates by reference each of the factual allegations set forth in the Complaint.

57. Plaintiff requests that this Court issue a permanent injunction that orders Defendant to refrain from constructing a single family home at the Subject Property.

58. The Clark Declaration recorded a restrictive covenant on the Subject Property that runs with the land and prohibits the construction of a single family home on the Subject Property.

59. Defendant refuses to stop construction and its conduct violates the explicit prohibition against constructing a single family home at the Subject Property, as set forth in the Clark Declaration.

60. Even if the restrictive covenant contained in the Clark Declaration does not prohibit construction of a single family home on the Subject Property, the

applicable law prohibits construction of a single family home on the Subject Property.

61. The BCZR's density regulations for the R.C. 7 zoning district only permit one buildable lot per twenty-five acres.

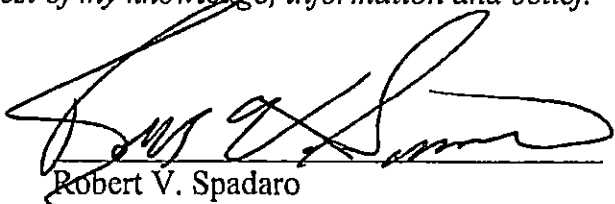
62. The Subject Property is not a separate recorded lot. It is a parcel of Lot 1 and the total acreage of Lot 1 is 6.501 acres.

63. Another single family home is already located on Lot 1.

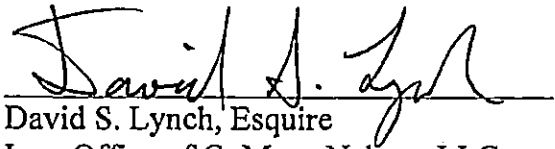
64. Defendant's construction of a single family home on the Subject Property violates the BCZR's density regulations in a R.C. 7 zoning district.

WHEREFORE, Plaintiff respectfully requests that this Court grant his request for a Permanent Injunction and order that Defendant refrain from constructing a single family home at the Subject Property.

I solemnly affirm under the penalties of perjury that the contents of the foregoing Complaint are true to the best of my knowledge, information and belief.



Robert V. Spadaro

A handwritten signature in black ink, reading "David S. Lynch", is positioned above a horizontal line.

David S. Lynch, Esquire
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204
davidlynch@gmacynelson.com
(410) 296-8166 x113

FEE SIMPLE DEED-CODE-City or County

This Deed, Made this 28th day of February
 in the year one thousand nine hundred and eighty-two, by and between
 Susan M. Seivold formerly known as Sue Margaret Godfrey and as
 Sue Margaret Godfrey Wise, Grantor herein,
 of Baltimore County in the State of Maryland, of the first part, and
 Robert V. Spadaro and Mary Alice Spadaro, his wife, Grantees herein,
 of the second part.

Witnesseth, That in consideration of the sum of TEN THOUSAND DOLLARS (\$10,000.00)

the said Grantor

WA-1-82	295753d	***111.00
WA-1-82	295753DS	****50.00
WA-1-82	295752DE	****50.00
WA-1-82	295751DQ	****11.00

does grant and convey unto the said Grantees, of the second part, as tenants
 by the entireties, their assigns, and unto the survivor of them, his or her
 heirs and assigns, in fee simple

~~xxxxx~~ that lot of ground, situate, lying and being in
 the 8th Election District of Baltimore Co. , aforesaid, and described as follows, that is to say:—

~~xxxxx~~ that lot of ground as shown and set out as LOT 2 on the
 Final Subdivision Plat of Scott's Manor which was recorded in the land records *Plat Book*
 of Baltimore County on February 26, 1982 in Liber *E.H.K., Jr., 48*, folio 110
 The improvements thereon can be known as either 1809 Worthington Heights Parkway or
 14407 Cuba Road.

BEING three (3) acres of ground, more or less, which were part of
 twelve (12) acres of ground, more or less, which by deed dated June 3, 1985 and
 recorded among the Land Records of Baltimore County in Liber 2713 Folio 522
 was granted by Julius G. Maurer to the Grantor herein.

AGRICULTURAL TRANSFER TAX
 NOT APPLICABLE
 SIGNATURE *SS* DATE *2-26-82*

STATE DEPARTMENT OF
 ASSESSMENTS & TAXATION
 CLERK *SS*
 DATE *2-26-82*

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

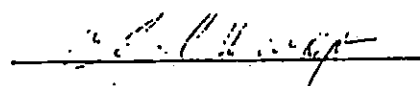
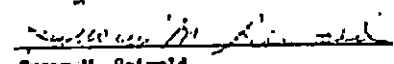
To Have and To Hold the said lot of ground and premises, above, described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Robert V. Spadaro and Mary Alice Spadaro, his wife, as tenants by the entireties, their assigns, and unto the survivor of them, his or her

heirs and assigns, in fee simple.

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

Witness the hand and seal of said grantor

TEST:

 }  (SEAL)
Susan M. Seivold

(SEAL)

STATE OF MARYLAND, Baltimore County, to wit:
I HEREBY CERTIFY, That on this 28th day of February
in the year one thousand nine hundred and eighty-two, before me, the subscriber,
a Notary Public of the State of Maryland, in and for Baltimore County aforesaid,
personally appeared Susan M. Seivold formerly known as Sue Margaret Godfrey
and as Sue Margaret Godfrey Wise
the above named grantor and she acknowledged the foregoing Deed to be her act.

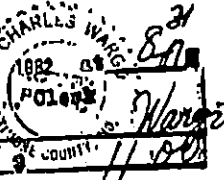
As Witness my hand and Notarial Seal.

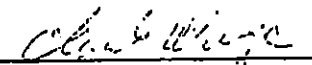
Rec'd for record MAR 1 1882

Per Wilmer K. Kohlino, Jr.

Mail to Charles J. ...

Receipt No. ...




Notary Public.

My commission expires on July 1, 1882

0035546 028

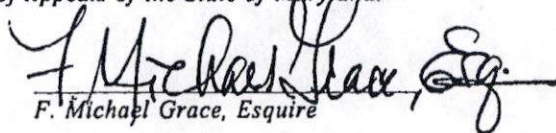
This Deed, MADE THIS 23rd day of October, in the year 2014 by and between Windy Hill, LLC, a Maryland limited liability company, party of the first part, and Crusader Homes, LLC, a Maryland limited liability company, party of the second part.

Witnesseth, That in consideration of the sum of One Hundred Ninety Thousand Dollars and NO Cents (\$190,000.00), the receipt of which is hereby acknowledged, the said party of the first part does grant and convey to the said party of the second part, in fee simple, that parcel of ground situated in Baltimore County, Maryland and described as follows, that is to say:

See Exhibit A attached hereto and made a part hereof

BEING the same parcel of ground which by deed dated January 23, 2014 and recorded among the Land Records of Baltimore County, Maryland in Liber 34687, folio 138 which was granted and conveyed by Eagleumps, LLC unto Windy Hill, LLC, the Grantor herein.

This is to certify the within instrument was prepared under the supervision of an Attorney duly admitted to practice before the Court of Appeals of the State of Maryland.


F. Michael Grace, Esquire

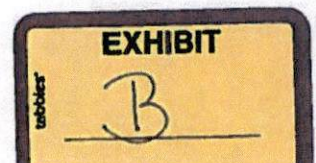
TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises to the said party of the second part as sole owner, its successors and/or assigns in fee simple.

BUYERS INITIAL HERE TCV _____

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.

File #: 195067
Return To: RGS Title, LLC-MATS
10025 Governor Warfield Parkway
Suite 302, One Columbia Center
Columbia, Maryland 21044



WITNESS the name and seal of said Limited Liability Company and the signature of the sole member thereof and the hand and seal of said Grantee.

Attest:

Windy Hill, LLC

By: Joseph Imbesi (SEAL)
Joseph Imbesi, Sole Member

(SEAL)

State of Florida, County of Palm Beach, to wit:

I Hereby Certify, That on this 21 day of October, in the year 2014, before me, the subscriber, a Notary Public of the State of Florida, County of Palm Beach personally appeared Joseph Imbesi, who acknowledged himself to be the Sole Member of Windy Hill, LLC, a Maryland Limited Liability Company, and that he as such Sole Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the LLC by himself as such Sole Member.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Christina MacMullen

My Commission Expires: Sept 27, 2015

AFTER RECORDING, RETURN TO:
RGS TITLE, LLC
10025 GOVERNOR WARFIELD PARKWAY
SUITE 302
COLUMBIA, MD 21044
FILE NO. 195067MA

EXHIBIT A

BEGINNING FOR THE SAME at a steel pin now set at the end of the south 5 degrees 34 minutes 44 seconds east 762.29 feet line of Lot 1 as shown on a plat entitled "Final Subdivision Plat of Scotts Manor" recorded among the Land Records of Baltimore County, Maryland in Plat Book E.H.K. Jr., 48, folio 110, said point being the beginning of the north 2 degrees 47 minutes 00 seconds east 326.23 feet line of Lot 3 as shown on the Plat entitled "Bandelin Estates", recorded among the said Land Records in Plat Book E.H.K., Jr. 39, folio 69, said beginning point being also at the end of the fourth or south 55 degrees 57 minutes 47 seconds east 185.05 feet line of that lot or parcel of land which was conveyed by Sue Margaret Wise to Robert A. Clark and Jean L. Clark, his wife, by Deed dated November 19, 1971 and recorded among the aforementioned Land Records in Liber O.T.G. 5233, folio 121, etc., thence running reversely with and binding on the fourth and third lines thereof the following two courses and distances binding also on the southern outlines of the aforesaid Lot 1 of "Scott's Manor",

1) north 63 degrees 58 minutes 15 seconds west 185.05 feet to a steel pin now set, thence 2) south 53 degrees 36 minutes 25 seconds west 177.85 feet to a steel pin now set, thence for lines of division now made through the said Lot 1 the following two courses and distances 3) north 5 degrees 12 minutes 28 seconds west 319.00 feet to a steel pin now set, thence 4) north 81 degrees 47 minutes 51 seconds east 308.60 feet to a steel pin now set in the aforementioned south 5 degrees 34 minutes 44 seconds east 762.29 feet line of the aforementioned Lot 1 of "Scott's Manor", said point being also in the westernmost or north 2 degrees 47 minutes 00 seconds east 436.06 feet line of Lot 1 as shown on the aforementioned Plat of "Bandelin Estates", thence reversely with it to and reversely with the aforementioned north 2 degrees 47 minutes 00 seconds east 326.23 feet line of Lot 3 thereof and with the said south 5 degrees 34 minutes 44 seconds east 762.29 feet line of Lot 1 of "Scott's Manor" 5) south 5 degrees 34 minutes 44 seconds east 339.00 feet to the place of beginning.

Containing 2.00118 acres of land, more or less.

Together with the use in common of a right of way fourteen feet wide, located along the west side of the third or north 5 degrees 12 minutes 28 seconds West 319.00 feet line of the parcel described herein and along the west side of the south 7 degrees 12 minutes 21 seconds east 187.84 feet line and the northwest side of the south 53 degrees 36 minutes 45 seconds west 3.10 feet line of the aforementioned Lot 1 of "Scott's Manor" recorded among the Land Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. 48, folio 110, to the northeast widening lines of Cuba Road as shown on said Plat.

Tax ID No. 08-2000013058

2014 **Certification of Exemption from Withholding Upon**
MARYLAND **Disposition of Maryland Real Estate**
FORM **Affidavit of Residence or Principal Residence**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in

ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor

Windy Hill, LLC

2. Reasons for Exemption

Resident Status

☐ I, Transferor, am a resident of the State of Maryland.

☒ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR) 03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence

☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 and is recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name

Signature

3b. Entity Transferors

Witness/Agent

Windy Hill, LLC

Name of Entity

By

Name

Sole Member

Title

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

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)

IPP FD SURE	48.00
RECORDING FEE	28.00
TR TAX STATE	950.00
TOTAL	1,018.00
Rest B284	Rcft # 49113
JLE LL	Blk # 523
Nov 07, 2014	01:49 PM

[1] Type(s) of Instruments		(1) Check Box If Addendum/Intake Form Is Attached: 1 Deed ☐ Mortgage ☐ Other ☐ Other ☐ 2 Deed of Trust ☐ Lease ☐ Unimproved Sale ☐ Multiple Account ☐ Not an Arms-Length Sale ☐				RECORDING FEE TR TAX STATE TOTAL Rec# B434 Rct# 43113 JLE LL Bk# 523 Nov 07, 2014 01:49 p	
[2] Conveyance Type Check Box							
[3] Tax Exemptions (if applicable)		Recordation:					
Cite or Explain Authority		State/Transfer					
[4]							
Consideration and Tax Calculations		Consideration Amount(s)		Finance Office Use Only			
		Purchase Price/Consideration	\$ 190,000.00	Transfer and Recordation Tax Consideration Transfer Tax Consideration \$ Less Exemption Amount \$ Total Transfer Tax \$ 2850.00 Recordation Tax Consideration \$ (X%) per \$500 \$ TOTAL DUE \$ 1800.00			
		Any New Mortgage	\$ 300,000.00				
		Balance of Existing Mortgage	\$				
		Other:	\$				
		Other:	\$				
Full Cash Value	\$						
[5] Fees		Amount of Fees		Doc. 1			
		Recording Charge	\$ 20.00	\$ 20.00	Agent: Tax Bill: C.B./Credit: A.G. Tax/Other:		
		Surcharge	\$ 40.00	\$ 40.00			
		State Recording Tax	\$ 950.00	\$ 550.00			
		State Transfer Tax	\$ 950.00	\$			
		County Transfer Tax	\$ 2850.00	\$			
		Other	\$	\$			
		Other	\$	\$			
		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 3-10(c)(3)(i).		District			Property Tax ID No.(1)
08-2000013058							
Subdivision Name				Lot (Aa)			
SCOTT'S MANOR				1			
Block (Bb)				Sett./AR (Cc)			
Plat Ref.				SqFt/Acreage (d)			
Location/Address of Property Being Conveyed (2)							
14401A Cuba Road, Lot 1 SCOTT'S MANOR, Cockeysville, MD 21030							
Other Property Identifiers (if applicable)		Water Meter Account No.					
Residential (1) or Non-Residential (2)		Fee Simple (1) or Ground Rent (2) Amount: \$					
Partial Conveyance? (1) Yes (2) No		Description/Amt. of SqFt/Acreage Transferred:					
[7] Transferred From		Doc. 1 - Grantor(s) Name(s)		Doc. 2 - Grantor(s) Name(s)			
		Windy Hill, LLC		Crusader Homes, LLC			
		Doc. 1 - Owner(s) of Record, If Different from Grantor(s)		Doc. 2 - Owner(s) of Record, If Different from Grantor(s)			
[8] Transferred To		Doc. 1 - Grantee(s) Name(s)		Doc. 2 - Grantee(s) Name(s)			
		Crusader Homes, LLC		Thomas S. Wintz, Kevin M. Benson			
				Linda A. Muffoletto			
		New Owner's (Grantee) Mailing Address					
14410 Cuba Road Hunt Valley, MD 21030							
[9] Other Names To Be Indexed		Doc. 1 - Additional Name(s) to be Indexed (Optional)		Doc. 2 - Additional Name(s) to be Indexed (Optional)			
				Rosedale Federal			
[10] Contact/Mail Information		Instrument Submitted By or Contact Person					
		Name: Michelle Baldwin		FILE: 195067MA			
		Firm: RGS Title, LLC					
		Address: 10025 Governor Warfield Parkway					
		Suite 302, Columbia, MD 21044		(410) 715-5830			
		☒ 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					
REMARKS		(1) Agricultural Verification (2) Vacant (3) Vacant (4) Vacant (5) Vacant (6) Vacant (7) Vacant (8) Vacant (9) Vacant (10) Vacant (11) Vacant (12) Vacant (13) Vacant (14) Vacant (15) Vacant (16) Vacant (17) Vacant (18) Vacant (19) Vacant (20) Vacant (21) Vacant (22) Vacant (23) Vacant (24) Vacant (25) Vacant (26) Vacant (27) Vacant (28) Vacant (29) Vacant (30) Vacant (31) Vacant (32) Vacant (33) Vacant (34) Vacant (35) Vacant (36) Vacant (37) Vacant (38) Vacant (39) Vacant (40) Vacant (41) Vacant (42) Vacant (43) Vacant (44) Vacant (45) Vacant (46) Vacant (47) Vacant (48) Vacant (49) Vacant (50) Vacant (51) Vacant (52) Vacant (53) Vacant (54) Vacant (55) Vacant (56) Vacant (57) Vacant (58) Vacant (59) Vacant (60) Vacant (61) Vacant (62) Vacant (63) Vacant (64) Vacant (65) Vacant (66) Vacant (67) Vacant (68) Vacant (69) Vacant (70) Vacant (71) Vacant (72) Vacant (73) Vacant (74) Vacant (75) Vacant (76) Vacant (77) Vacant (78) Vacant (79) Vacant (80) Vacant (81) Vacant (82) Vacant (83) Vacant (84) Vacant (85) Vacant (86) Vacant (87) Vacant (88) Vacant (89) Vacant (90) Vacant (91) Vacant (92) Vacant (93) Vacant (94) Vacant (95) Vacant (96) Vacant (97) Vacant (98) Vacant (99) Vacant (100) Vacant (101) Vacant (102) Vacant (103) Vacant (104) Vacant (105) Vacant (106) Vacant (107) Vacant (108) Vacant (109) Vacant (110) Vacant (111) Vacant (112) Vacant (113) Vacant (114) Vacant (115) Vacant (116) Vacant (117) Vacant (118) Vacant (119) Vacant (120) Vacant (121) Vacant (122) Vacant (123) Vacant (124) Vacant (125) Vacant (126) Vacant (127) Vacant (128) Vacant (129) Vacant (130) Vacant (131) Vacant (132) Vacant (133) Vacant (134) Vacant					

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 35546, p. 0032, MSA CE62 35402, Date available 11/14/2014, Printed 05/09/2016.

11/05/2014 13:00:55
 TIME
 ACTUAL
 BUSINESS
 Yr - Clerk's Office
 Canary - SSOAT
 Pink - Office of Finance
 Goldenrod - Preparer
 AOC-CC-300 (7/05)

CLERK: THIS IS A SUPPLEMENTAL INSTRUMENT WHICH SUBJECTS ADDITIONAL COLLATERAL TO AN EXISTING DEED OF TRUST. THIS INSTRUMENT ALSO INCREASES THE INDEBTEDNESS SECURED BY THE DEED OF TRUST FROM \$700,000. TO \$1,000,000.00 AND, ACCORDINGLY, RECORDATION TAX IN THE AMOUNT OF \$1,500.00 IS PAYABLE ON RECORDATION.

**SUPPLEMENTAL COLLATERAL AND
INCREASE IN PRINCIPAL AMOUNT AMENDMENT TO
DEED OF TRUST, ASSIGNMENT AND SECURITY AGREEMENT**

PURCHASE MONEY

IMP FD SURE	40.00
RECORDING FEE	20.00
TOTAL	60.00

Rest BAA4 Rcr: 48113

THIS SUPPLEMENTAL COLLATERAL AND INCREASE IN PRINCIPAL AMOUNT AMENDMENT TO DEED OF TRUST, ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment") is made as of this 23rd day of October, 2014, by CRUSADER HOMES, LLC, a Maryland limited liability company ("Grantor"), in favor of and with the consent of THOMAS S. WINTZ, KEVIN M. BENSON and LINDA A. MUFFOLETTO (collectively the "Trustees"), for the benefit of ROSEDALE FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Beneficiary").

EXPLANATORY STATEMENT

JLE LL Bk: 4581
Nov 07, 2014 01:58 PM

A. By Deed of Trust, Assignment and Security Agreement dated May 30, 2014 (the "Original DOT"), and recorded among the Land Records of Baltimore County, Maryland in Liber No. 35055 folio 200, Grantor granted to Trustees for the benefit of Beneficiary, the property described therein (the "Property") and agreed to perform various covenants also set forth therein.

B. The Original DOT was executed and delivered as security for Grantor's obligations under a revolving commercial real estate acquisition and construction loan (the "Loan") made by Beneficiary to Grantor on May 30, 2014 (the "Loan Date"), the repayment terms of which is evidenced by a Promissory Note in the principal amount of the Loan and dated the Loan Date (as amended, the "Note").

C. Grantor has entered into a Loan Modification Agreement To Increase Maximum Principal Amount and Add New Lot To The Project (14401-A Cuba Road, Cockeysville, Baltimore County, Maryland) with Beneficiary (the "Modification Agreement") of even date herewith, pursuant to which the Loan has been modified to (i) increase the maximum principal amount thereof from Seven Hundred Thousand Dollars (\$700,000.00) to One Million Dollars (\$1,000,000.00), (ii) subject additional collateral to the Loan, and (iii) to confirm all Borrower's obligations in connection with the Loan.

D. Grantor desires to and has agreed to execute and deliver this Amendment to increase the lien of the Deed of Trust to \$1,000,000.00 and to formally grant the new property as collateral for the Loan and subject it to the lien, operation and effect of the Deed of Trust.

File #: 195067

Return To: RGS Title, LLC-MATS
10025 Governor Warfield Parkway
Suite 302, One Columbia Center
Columbia, Maryland 21044

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Explanatory Statement. The provisions of the foregoing Explanatory Statement are incorporated herein and made a part hereof.

2. Confirmation of Obligations. Grantor hereby confirms its unconditional and unlimited obligations with respect to repayment of and performance of all obligations under the Loan as set forth in the Loan Documents (as defined in and modified pursuant to the Modification Agreement and the documents entered into in connection therewith).

3. Grant of New Property. In addition to the foregoing, Grantor hereby adds the following new property to the Deed of Trust as follows (capitalized terms shall have the meanings provided in the Deed of Trust if a definition is not provided in this Amendment):

3.01. *Lien on Real Property.* The Grantor, in consideration of the Loan and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants and assigns to the Trustees all the land situate in Baltimore County, Maryland, described more particularly in Exhibit A attached hereto as a part hereof (the "Land"), together with (a) all buildings and improvements now or hereafter located thereon, (b) all rights, rights of way, air rights, riparian rights, franchises, licenses, easements, tenements, hereditaments, appurtenances, accessions and other rights and privileges now or hereafter belonging to the Land or the buildings and improvements thereupon, now owned or hereafter acquired by the Grantor.

3.02. *Lien on Fixtures and Personal Property.* The Grantor further grants and assigns to the Trustees all of the machines, apparatus, equipment, fixtures and articles of personal property now or hereafter located on the Land or in any improvements thereon (other than that owned by any Tenant) and all the right, title and interest of the Grantor in and to any of such property which may be subject to any title retention or security agreement or instrument having priority over the Deed of Trust.

3.03. *Property.* All of the property described in Sections 3.01 and 3.02.

3.04. *Lien on Leases and Rents and Other Rights.* The Grantor further grants and assigns to the Trustees (a) all Leases and Rents, including, without limitation, all cash or security deposits to secure performance by Tenants (whether such cash or securities are to be held until the expiration of the terms of Leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms), (b) all of the estate, right, title, use, claim and demand of every nature whatsoever, at law or in equity, which the Grantor may now have or may hereafter acquire in and to the Property, and (c) all right, title and interest of the Grantor in and to all extensions, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Property, hereafter acquired by or released to the Grantor, or constructed, assembled or placed by or for the Grantor on the Property, and all conversions of the security constituted thereby.

3.05. *Lien on Contracts of Sale and Other Rights.* The Grantor further grants and assigns to the Trustees all Contracts of Sale including, without limitation, all deposits and sums paid or to be paid to Grantor by Purchaser(s), as and to the same extent that Grantor becomes entitled thereto.

3.06. *Lien on Insurance Policies and Condemnation Awards.* The Grantor further grants and assigns to the Trustees all insurance policies and insurance proceeds pertaining to the Property and all awards or payments, including interest thereon and the right to receive the same, which may be made with respect to any of the Property as a result of any taking or any injury to or decrease in the value of the Property.

3.07. *The New Property.* All of the property described in this Section 3 is collectively called the "New Property" (and under the deed of trust be considered part of the Trust Property).

3.08. *Security Interest Under the Uniform Commercial Code.* Any portion of the New Property which by law is or may be real property shall be deemed to be a part of the Property for the purposes of this Amendment and the Deed of Trust. The remainder of the New Property shall be subject to the Uniform Commercial Code and this Amendment and the Deed of Trust shall constitute a Security Agreement with respect thereto. Grantor hereby grants to the Beneficiary a security interest in that portion of the New Property not deemed a part of the Property for the purpose of securing performance of all of Grantor's obligations under the Loan Documents. With respect to such security interest (a) the Beneficiary may exercise all rights granted or to be granted a secured party under the Uniform Commercial Code and (b) upon the occurrence of an Event of Default the Beneficiary shall have a right of possession superior to any right of possession of the Grantor or any person claiming through or on behalf of the Grantor.

4. Confirmation of Lien; Extension to Increased Amount. Grantor hereby confirms the grant of a first lien upon the property given in and established by the Original DOT, as supplemented with additional collateral by Supplemental Collateral Amendment to Deed of Trust, Assignment and Security Agreement dated October 10, 2014 and recorded among the Land Records of Baltimore County, Maryland prior hereto (collectively the "Property") and hereby confirms, agrees and regrants the Property as continuing security for the obligations of Grantor under the Loan, as modified pursuant to the Modification Agreement including, without limitation, by increasing the maximum principal amount of the Loan (and thereby of this lien) to One Million Dollars (\$1,000,000.00). Grantor hereby incorporates (as if restated herein in their entirety) the granting clauses contained in the Original DOT and desires that they apply, in full, to Grantor's increased obligations under the Loan as described in this Amendment and the Modification Agreement.

5. Confirmation of Lien on the Property. Grantor hereby further incorporates the granting clauses of the Deed of Trust as a part hereof (as if stated in their entirety) and confirms the grant of a first lien upon the New Property.

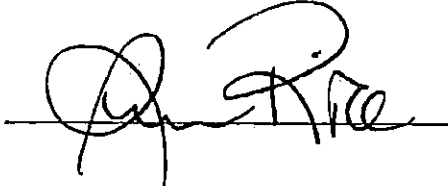
6. Binding Nature. This Amendment shall be binding upon the Grantor and its successors and assigns and shall inure to the benefit of the Trustees and their successors and

assigns in trust. Acceptance by and notice from the Trustee and Beneficiary of such acceptance are hereby waived.

WITNESS the hand and seal of Grantor as of the date set forth above.

WITNESS:

CRUSADER HOMES, LLC

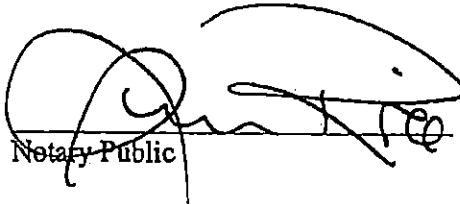


By:  (SEAL)
Timothy C. Burkard, Manager

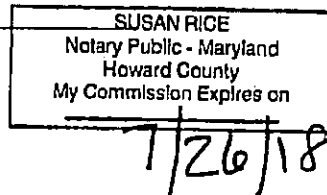
STATE OF MARYLAND, COUNTY/CITY OF Howard, to wit:

I HEREBY CERTIFY that this 22nd day of October, 2014, before me, the undersigned authority, personally appeared Timothy C. Burkard, the Manager of Crusader Homes, LLC, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed the same for the purposes therein set forth, being fully authorized to do so, and that the same is his act and deed.

WITNESS my hand and Notarial Seal.


Notary Public

My Commission Expires:



0035546 037

The undersigned, an attorney duly admitted to practice in the State of Maryland, hereby certifies that the within instrument was prepared by him or under his direction.

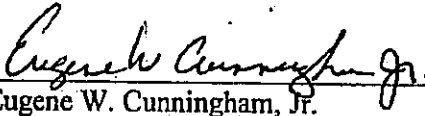

Eugene W. Cunningham, Jr.

EXHIBIT "A"

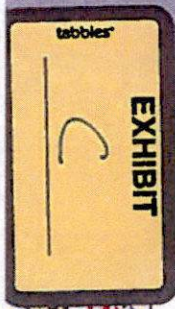
BEGINNING FOR THE SAME at a steel pin now set at the end of the south 5 degrees 34 minutes 44 seconds east 762.29 feet line of Lot 1 as shown on a plat entitled "Final Subdivision Plat of Scotts Manor" recorded among the Land Records of Baltimore County, Maryland in Plat Book E.H.K. Jr., 48, folio 110, said point being the beginning of the north 2 degrees 47 minutes 00 seconds east 326.23 feet line of Lot 3 as shown on the Plat entitled "Bandelin Estates", recorded among the said Land Records in Plat Book E.H.K., Jr. 39, folio 69, said beginning point being also at the end of the fourth or south 55 degrees 57 minutes 47 seconds east 185.05 feet line of that lot or parcel of land which was conveyed by Sue Margaret Wise to Robert A. Clark and Jean L. Clark, his wife, by Deed dated November 19, 1971 and recorded among the aforementioned Land Records in Liber O.T.G. 5233, folio 121, etc., thence running reversely with and binding on the fourth and third lines thereof the following two courses and distances binding also on the southern outlines of the aforesaid Lot 1 of "Scott's Manor",

1) north 63 degrees 58 minutes 15 seconds west 185.05 feet to a steel pin now set, thence 2) south 53 degrees 36 minutes 25 seconds west 177.85 feet to a steel pin now set, thence for lines of division now made through the said Lot 1 the following two courses and distances 3) north 5 degrees 12 minutes 28 seconds west 319.00 feet to a steel pin now set, thence 4) north 81 degrees 47 minutes 51 seconds east 308.60 feet to a steel pin now set in the aforementioned south 5 degrees 34 minutes 44 seconds east 762.29 feet line of the aforementioned Lot 1 of "Scott's Manor", said point being also in the westernmost or north 2 degrees 47 minutes 00 seconds east 436.06 feet line of Lot 1 as shown on the aforementioned Plat of "Bandelin Estates", thence reversely with it to and reversely with the aforementioned north 2 degrees 47 minutes 00 seconds east 326.23 feet line of Lot 3 thereof and with the said south 5 degrees 34 minutes 44 seconds east 762.29 feet line of Lot 1 of "Scott's Manor" 5) south 5 degrees 34 minutes 44 seconds east 339.00 feet to the place of beginning.

Containing 2.00118 acres of land, more or less.

Together with the use in common of a right of way fourteen feet wide, located along the west side of the third or north 5 degrees 12 minutes 28 seconds West 319.00 feet line of the parcel described herein and along the west side of the south 7 degrees 12 minutes 21 seconds east 187.84 feet line and the northwest side of the south 53 degrees 36 minutes 45 seconds west 3.10 feet line of the aforementioned Lot 1 of "Scott's Manor" recorded among the Land Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. 48, folio 110, to the northeast widening lines of Cuba Road as shown on said Plat.

Tax ID No. 08-2000013058



14401 Cuba Road

Created By
Baltimore County
My Neighborhood



This data is only for general information purposes only. This data may be inaccurate or contain errors or omissions. Baltimore County, Maryland does not warrant the accuracy or reliability of the data and disclaims all warranties with regard to the data, including but not limited to, all warranties, express or implied, of merchantability and fitness for any particular purpose. Baltimore County, Maryland disclaims all obligation and liability for damages, including but not limited to, actual, special, indirect, and consequential damages, attorneys' and experts' fees, and court costs incurred as a result of, arising from or in connection with the use of or reliance upon this data.

Printed 5/9/2016

GENERAL NOTES

- THE 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 DEEDS THEREOF IS EXPRESSLY RESERVED IN THE GRANTORS OF THIS DEED TO WHICH THIS PLAT IS ATTACHED, THEIR HEIRS AND ASSIGNS.
- HIGHWAY & HIGHWAY WIDENING, SLOPE EASEMENTS, & DRAINAGE & UTILITY EASEMENTS SHOWN HEREON ARE RESERVED UNTO THE DEVELOPER AND ARE HEREBY OFFERED FOR DEDICATION TO BALTIMORE CO., MD. THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS SHALL CONVEY SAID AREAS, BY DEED, UNTO BALTIMORE CO., MD., AT NO COST.
- THIS RECORD PLAT MAY NOT BE HONORED BY BALTIMORE COUNTY AFTER FIVE (5) YEARS FROM THE RECORDING DATE. SEE BALTO CO BILL # 61-79 (SECTION 22-32-1).

COORDINATES

NO	NORTH	WEST	NO	NORTH	WEST
1	81,420.71	26,755.30	12	80,815.91	26,581.22
2	81,848.81	26,763.86	13	81,002.23	26,707.54
3	81,852.72	26,672.25	14	81,200.40	26,555.47
4	81,849.86	26,607.38	15	81,231.19	26,914.24
5	81,862.00	26,542.80	16	81,412.84	26,751.07
6	81,846.50	26,541.20	17	81,516.15	26,874.93
7	81,104.82	26,266.60	18	81,915.44	26,951.72
8	81,185.42	26,434.57	19	81,812.47	26,787.79
9	81,079.20	26,578.15	20	81,828.55	26,771.15
10	80,893.55	26,554.97	21	81,846.04	26,772.12
11	80,921.11	26,557.06	22	81,852.56	26,648.51
23	81,848.28	26,648.08	24	80,974.41	26,655.16

CURVE DATA

FROM TO	R	Δ	A	T	CHORD
19-20	100.00	151°24'	23.04	11.56	N 41° 52' E 23.01
11-24	797.87	61°10'	113.89	57.03	N 45° 12' W 113.76

NOTE

THE COURSES AND COORDINATES SHOWN HEREON ARE REFERRED TO THE FOLLOWING BALTIMORE COUNTY TRAVERSE STATIONS:

HUB NO.	NORTH	WEST
# 13054	80,923.78	26,622.64
# 13035	81,418.46	27,151.71

APPROVED: BALTIMORE COUNTY PLANNING BOARD

2/1/82 *Thomas E. Butler*
DATE DIRECTOR

2/1/82 *Donald J. [Signature]*
DATE COUNTY HEALTH OFFICER

2/1/82 *Erica [Signature]*
DATE COUNTY ROADS ENGINEER

SURVEYOR'S CERTIFICATION

JAMES W. MCKEE, A REGISTERED LAND SURVEYOR OF BALTIMORE, DO HEREBY CERTIFY THAT THE LAND SHOWN HAS BEEN LAYED OUT AND THE PLAT THEREON IN ACCORDANCE WITH SECTIONS OF 72 A TO 72 E, ARTICLE 17 OF THE ANNOTATED CODE OF MD., 1939 AS AMENDED BY THE ACTS OF 1925 & 1927 AND ACTS, IF ANY, AMENDATORY THEREON.

JAMES W. MCKEE
(MD. REG. # 9022)
DATE: 2/1/82

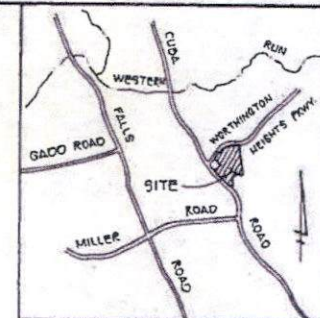
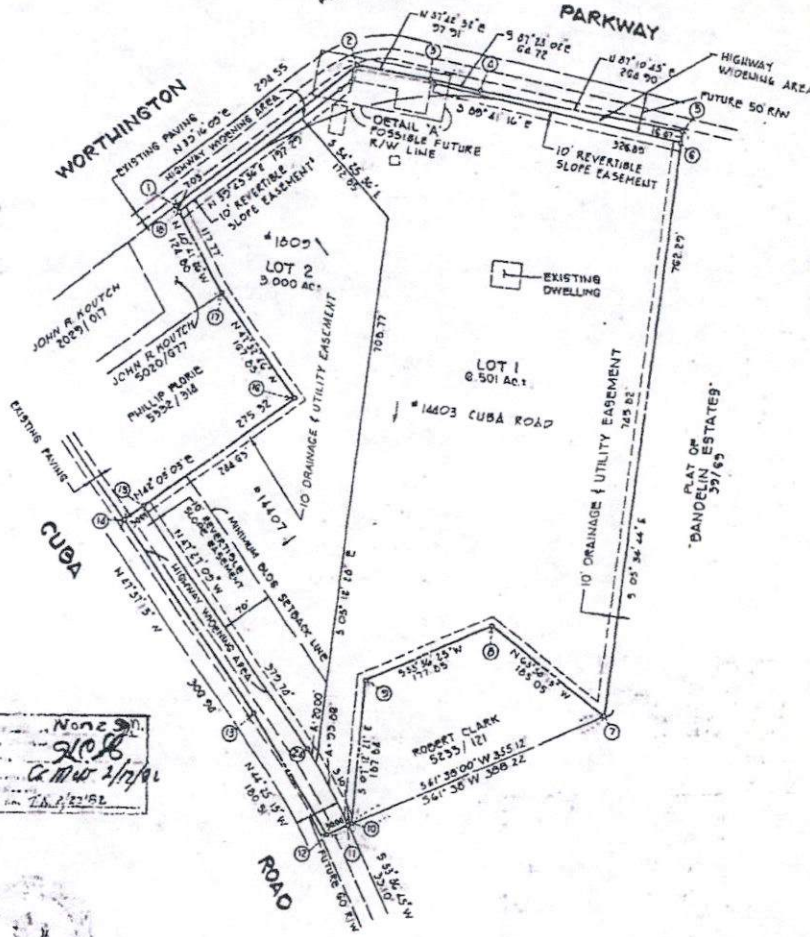
OWNER'S CERTIFICATION

THE REQUIREMENTS OF SECTIONS 72A TO 72D OF ARTICLE 17 OF THE ANNOTATED CODE OF MARYLAND, 1939 EDITION, CHAPTER 1016 OF THE ACTS OF 1925, AS AMENDED BY CHAPTERS 84 & 786 OF THE ACTS OF 1927, AND SUBSEQUENT ACTS, IF ANY, AMENDATORY THEREON, SO FAR AS THEY CONCERN THE MAKING OF THE PLAT & SETTING OF THE MARKERS HAVE BEEN COMPLIED WITH BY OWNER OF THE LAND SHOWN HEREON.

Robert Clark
OWNER
DATE: 1-7-82

HEIGHTS

PARKWAY



VICINITY MAP
SCALE: 1" = 2000'

DENSITY NOTES

- EXISTING ZONING: R.C. 4
- GROSS AREA: 10.201 Ac.
- HIGHWAY WIDENING AREA: 0.700 Ac.
- NET AREA OF LOTS: 9.501 Ac.
- NO. OF LOTS ALLOWED: (10.201 - 0.2) = 2 LOTS
- NO. OF LOTS PROPOSED: 2 LOTS
- AVERAGE LOT SIZE: 4.750 Ac.
- NO. OF PARKING SPACES REQUIRED (2 PER LOT): 4
- NO. OF PARKING SPACES PROPOSED: 4

ENK. JR. 48 FOLD 110

Filed for record

Date: FEB 28 1982

Test

[Signature] Clerk

FINAL SUBDIVISION PLAT

OF

SCOTT'S MANOR

8TH ELECTION DISTRICT

BALTIMORE CO., MD.

SCALE: 1" = 100'

AUGUST 21, 1981

DEED REFERENCE: 2713/522

MCKEE & ASSOCIATES, INC.

CIVIL ENGINEERS & LAND SURVEYORS
1717 YORK ROAD - LAN LEA BUILDING - LUTHERVILLE, MD. 21093

MSA SDK 436-6953

48-110

tabbier

EXHIBIT

**CONFIRMATORY DEED TO
CORRECT LOT REFERENCE**

This Confirmatory Deed, MADE THIS day of February, 2008, by and between GEOFFREY L. FORMAN, TRUSTEE, party of the first part, GRANTOR; and JOSEPH A. IMBESI, sole owner, party of the second part, GRANTEE.

WITNESSETH, the Deed dated October 12, 1987, between the above-parties was previously recorded in the Land Records of Baltimore County at Liber 7722, folio 534 (the "Prior Deed"). This Confirmatory Deed is being recorded to correct lot reference from Lot 9 (incorrect lot reference) to Lot 1 (correct lot reference), which will correct such deficiency found in the Prior Deed.

WITNESSETH, THAT for the consideration found in the Prior Deed and for no additional consideration, the said GRANTOR does grant and re-grant and convey and re-convey to the said Joseph A. Imbesi, sole owner, her heirs, personal representatives and assigns, in fee simple, all that lot of ground situate in Baltimore County, Maryland and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lot No. 1 as shown on the Plat entitled "Final Subdivision Plat of Scott's Manor", recorded among the Land Records of Baltimore County in Plat Book EHKJr. No. 48, folio 110.

SAVING AND EXCEPTING therefrom the following described property:

BEGINNING for the same at a steel pin now set at the end of the South 5 degrees 34 minutes 44 seconds East 762.29 feet line of Lot 1 as shown on a plat entitled "Final Subdivision Plat of Scotts Manor", recorded among the Land Records of Baltimore County, Maryland in Plat Book EHK, Jr. 48, folio 110, said point being the beginning of the North 2 degrees 47 minutes 00 seconds East 326.23 feet line of Lot 3 as shown on the plat entitled "Bandelin Estates", recorded among the said Land Records in Plat Book EHK, Jr. 39, folio 69, said beginning point being also at the end of the fourth or South 55 degrees 57 minutes 47 seconds East 185.05 feet line of that lot or parcel of land which was conveyed by Suc Margaret Godfrey Wise to Robert A. Clark and Jean L. Clark, his wife, by deed dated November 19, 1971, and recorded among the aforementioned Land Records in Liber OTG 5233, folio 121, etc., thence running reversely with and binding on the fourth and third lines thereof the following two courses and distances binding also on the southern outlines of the aforesaid Lot 1 of "Scotts Manor" (1) North 63 degrees 58 minutes 15 seconds West 185.05 feet to a steel pin now set, thence (2) South 53 degrees 36 minutes 25 seconds West 177.85 feet to a steel pin now set, thence for lines of division now made through the said Lot 1 the following two courses and distances (3) North 5 degrees 12 minutes 28 seconds West 319.00 feet to a steel pin now set, thence (4) North 81 degrees 47 minutes 51 seconds East 308.60 feet to a steel pin now set in the aforementioned South 5 degrees 34 minutes 44 seconds East 762.29 feet line of the aforementioned Lot 1 of "Scotts Manor", said point being also in the westernmost or North 2 degrees 47 minutes 00 seconds East 436.06 feet line of Lot 1 as shown on the aforementioned Plat of "Bandelin Estates", thence reversely with it to and reversely with the aforementioned North 2 degrees 47 minutes 00 seconds East 326.23 feet line of Lot 3 thereof and with the said South 5 degrees 34 minutes 44 seconds East 762.29 feet line of Lot 1 of "Scotts Manor" (5) South 5 degrees 34 minutes 44 seconds East 339.00 feet to the place of beginning.

Containing 2.00118 acres of land, more or less.

TOGETHER with the use in common with the grantors herein, of a right of way fourteen feet wide, located along the west side of the third or North 5 degrees 12 minutes 28 seconds west 319.00 feet line of the parcel described herein and along the west side of the South 7 degrees 12 minutes 21 seconds East 187.84 feet line and the northwest side of the South 53 degrees 36 minutes 45 seconds West 3.10 feet line of the aforementioned Lot 1 of "Scotts Manor" recorded among the Land Records of Baltimore County, Maryland in Plat Book EHK, Jr. 48, folio 110, to the northeast widening lines of Cuba Road as shown on said plat.

The improvements thereon being known as 14403 Cuba Road, Cockeysville, MD 21030.

REVIEWED SDAT

BY D. Halling 3-19-08
DATE

EXHIBIT

E

0026871' 498

Title Insurer: First American Title Insurance Company

BEING all and the same lot of ground which by Deed dated October 12, 1987, and recorded among the Land Records of Baltimore County, Maryland in Liber 7722, folio 534, was granted and conveyed by Geoffrey L. Forman, Trustee unto Joseph A. Imbesi, sole owner.

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 lot of ground and premises to the said Joseph A. Imbesi, sole owner, his heirs, personal representatives and assigns, in Fee Simple.

WITNESS the hand and seal of said GRANTOR

CJ

M Justice {Seal}
GEOFFREY L. FORMAN, TRUSTEE

JOSEPH A. IMBESI {Seal}

{Seal}

{Seal}

STATE OF MARYLAND,

COUNTY, to wit:

I HEREBY CERTIFY, that on this 26 day of February, 2008, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared GEOFFREY L. FORMAN, TRUSTEE, the GRANTOR herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: 3-1-08

Notary Public

STATE OF MARYLAND,

COUNTY, to wit:

I HEREBY CERTIFY, that on this day of February, 2008, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOSEPH A. IMBESI, the GRANTEE herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:

Notary Public



00268711 499

BEING all and the same lot of ground which by Deed dated October 12, 1987, and recorded among the Land Records of Baltimore County, Maryland in Liber 7722, folio 534, was granted and conveyed by Geoffrey L. Forman, Trustee unto Joseph A. Imbesi, sole owner.

TO HAVE AND TO HOLD the said described lot of ground and premises to the said Joseph A. Imbesi, sole owner, his heirs, personal representatives and assigns, in Fee Simple.

GEOFFREY L. FORMAN, TRUSTEE {Seal}

X *[Signature]* JOSEPH A. IMBESI {Seal}

I HEREBY CERTIFY, that on this 2nd day of February, 2008, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared GEOFFREY I. FORMAN, TRUSTEE, the GRANTOR herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same.

My commission expires **STATE OF FLORIDA**
NOTARY PUBLIC **CHRISTINE LEWIS**
STATE OF FLORIDA **COMMISSION # DD383276**
EXPIRES: JAN. 03, 2009
 Public Bonding Co., Inc.

I HEREBY CERTIFY, that on this 26 day of February, 2008, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOSEPH A. IMBESI, the GRANTEE herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same.

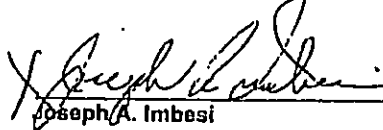
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
CHRISTINE LEWIS
COMMISSION # DD383216
EXPIRES: JAN. 03, 2009
Bonded Third Millenial Bonding Co., Inc.

26871-500

0026871-500
Joseph A. Imbesi, sole owner, party(ies) of the second part in the within Deed, hereby certify under the penalties of perjury, that the land conveyed in said Deed is residentially improved, owner-occupied, real property and that the residence will be occupied only by me/us.

WITNESS


 (Seal)
Joseph A. Imbesi

(Seal)

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.


David L. Thurston, Attorney

After recording return to:
Crown Title Corporation
1 Sanford Avenue
Catonsville, Maryland 21228
Phone: (410) 719-0200
Fax: (410) 719-0300

0026874 504

Information provided is for the use of the Clerk's Office and State Department of
Assessments and Taxation, and the County Finance Office only.
(Type or Print in Black Ink Only All Copies Must Be Legible)

1		Type(s) of Instruments		(1) Check Box if Addendum Intake Form is Attached.)		☒ Deed ☐ Mortgage ☐ Other _____		☐ Other _____ ☐ SM _____ ☐ AR _____		Rec'd B&B 7D Apr 09, 2008		Rcpt # 8830 Bk # 1332 12:15 PM	
2		Conveyance Type Check Box		☐ Improved Sale ☐ Unimproved Sale ☐ Multiple Accounts ☐ Not an Arms-		Arms-Length (1) Arms-Length (2) Arms Length (3) Length Sale (9)							
3		Tax Exemptions (if Applicable)		☐ Recordation ☐ State Transfer ☐ County Transfer		☐ Principal Residence/DOT states 125% ☐ Confirmatory Deed		1 affiant					
		Cite or Explain Authority											

5.	Per Cash Value	\$	100	TOTAL DUE	\$
	Amount of Fees		Doc. 1	Doc. 2	
	Recording Charge	\$	40.00	\$	40.009
	Surcharge	\$		\$	
	State Recordation Tax	\$		\$	2,000.00
	State Transfer Tax	\$		\$	
	County Transfer Tax	\$		\$	
	Other	\$		\$	
	Other	\$		\$	

Agmt: _____
 Tax Bill: _____
 C.B. Credit: _____
 Ag. Tax/Other: _____

Printed 05/09/2016.

Fees
 Review
 SMT

1. p. 0501, HSA_CE62_26726. Date available 04/14/2008. Printed 05/09/2016.

Transferred To	Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
	Joseph A. Imbesi	Wachovia Mortgage, FSB
	New Owner's (Grantee) Mailing Address	

10 Records	Contact/Mail Information	Instrument Submitted By or Contact Person		☒ Return to Contact Person
		Name: Carol K. Llsman		☐ Hold for Pickup
		Firm: Crown Title Corporation		☐ Return Address Provided
		Address: One Sanford Avenue Baltimore, MD 21228		
		Phone: 410-719-0200		

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER		PROPERTY ADDRESS (if required)
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 minority surveyed? If yes, attach copy of survey (if recorded, no copy required)

[illegible]

BALTIMORE COUNTY CIRCUIT COURT (Land Records) - M 26871, p. 0501, MSA_CE62_26726. Date available 04/14/2008. Printed 05/09/2016.

RECEIVED PAID RECEIPT

66297-08CKL

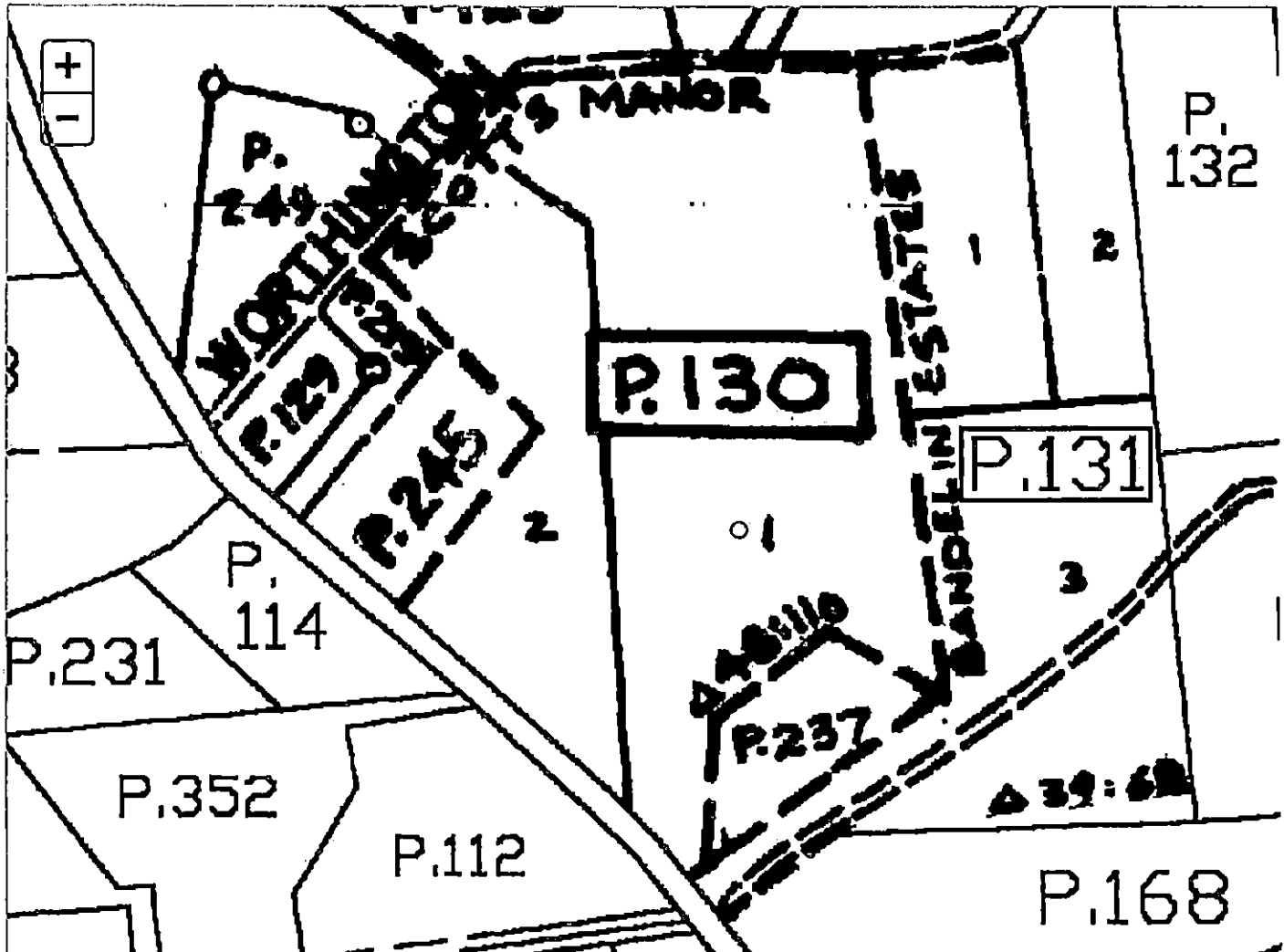
Real Property Data Search (w2)

Guide to searching the database

Search Result for BALTIMORE COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Account Identifier:		District - 08 Account Number - 2000013059			
Owner Information					
Owner Name:		IMBESI JOSEPH A		Use:	RESIDENTIAL
Mailing Address:		APT 204 1030 LAKE SHORE DR N PALM BEACH FL 33403-2899		Principal Residence:	NO
				Deed Reference:	/26871/ 00497
Location & Structure Information					
Premises Address:		14403 CUBA RD COCKEYSVILLE 21030-1009		Legal Description:	PT LT 1 4.49982 AC SCOTTS MANOR
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section: Block: Lot: Assessment Year: Plat No:
0033	0022	0130		0000	1 2014 0048/0110
Special Tax Areas:			Town: NONE		
			Ad Valorem:		
			Tax Class:		
Primary Structure Built		Above Grade Enclosed Area		Finished Basement Area	
1844		2,612 SF		4.5000 AC	
Property Land Area		County Use			
4.5000 AC		04			
Stories	Basement	Type	Exterior	Full/Half Bath	Garage Last Major Renovation
2 1/2	YES	STANDARD UNIT	SIDING	2 full	
Value Information					
Base Value		Value As of 01/01/2014		Phase-in Assessments As of 07/01/2015 As of 07/01/2016	
Land:		236,200		236,200	
Improvements		132,200		122,200	
Total:		368,400		358,400 358,400	
Preferential Land:		0		0	
Transfer Information					
Seller: PALMER JAMES V		Date: 11/12/1987		Price: \$185,000	
Type: ARMS LENGTH IMPROVED		Deed1: /26871/ 00497		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Exemption Information					
Partial Exempt Assessments:		Class		07/01/2015 07/01/2016	
County:		000		0.00	
State:		000		0.00	
Municipal:		000		0.00 0.00 0.00 0.00	
Tax Exempt:		Special Tax Recapture:			
Exempt Class:		NONE			
Homestead Application Information					
Homestead Application Status: Denied					



Baltimore County[New Search \(http://sdat.dat.maryland.gov/RealProperty/\)](http://sdat.dat.maryland.gov/RealProperty/)District: **08** Account Number: **2000013059**

The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at www.plats.net (<http://www.plats.net>).

Property maps provided courtesy of the Maryland Department of Planning.

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at www.mdp.state.md.us/OurProducts/OurProducts.shtml (<http://www.mdp.state.md.us/OurProducts/OurProducts.shtml>).

DECLARATION

THIS DECLARATION, made this 23rd day of November, 1987, by ROBERT A. CLARK and JEAN L. CLARK, his wife, of Baltimore County, Maryland, witnesseseth:

WHEREAS, Robert A. Clark and Jean L. Clark, his wife, (hereinafter referred to as "the Clarks") are the owners of a parcel of land situate, lying and being in the Eight Election District of Baltimore County, Maryland, northeast of Cuba Road and described as follows:

BEGINNING FOR THE SAME at a steel pin now set at the end of the S 5° 34' 44" E 762.29 feet line of Lot 1 as shown on a plat entitled "Final Subdivision Plat of Scotts Manor", recorded among the Land Records of Baltimore County, Maryland in Plat Book E.H.K.Jr. 48, folio 110, said point being the beginning of the N 2° 47' 00" E 326.23 feet line of Lot 3 as shown on the Plat entitled "Bandelin Estates", recorded among the said Land Records in Plat Book E.H.K.Jr. 39, folio 69, said beginning point being also at the end of the fourth or S 55° 57' 47" E 185.05 feet line of that lot or parcel of land which was conveyed by Sue Margaret Godfrey Wise to Robert A. Clark and Jean L. Clark, his wife, by deed dated November 19, 1971 and recorded among the aforementioned Land Records in Liber O.T.G. 5233, folio 121, etc., thence running reversely with and binding on the fourth and third lines thereof the following two courses and distances binding also on the southern outlines of the aforesaid Lot 1 of "Scott's Manor", 1) N 63° 58' 15" W 185.05 feet to a steel pin now set, thence 2) S 53° 36' 25" W 177.85 feet to a steel pin now set, thence for lines of division now made through the said Lot 1 the following two courses and distance, 3) N 5° 12' 28" W 319.00 feet to a steel pin now set, thence 4) N 81° 47' 51" E 308.60 feet to a steel pin now set in the aforementioned S 5° 34' 44" E 762.29 feet line of the aforementioned Lot 1 of "Scott's Manor" said point being also in the westernmost or N 2° 47' 00" E 436.05 feet line of Lot 1 as shown on the aforementioned Plat of Bandelin Estates", thence reversely with it to and reversely with the aforementioned N 2° 47' 00" E 326.23 feet line of Lot 3 thereof and with the said S 5° 34' 44" E 762.29 feet line of Lot 1 of "Scott's Manor", 5) S 5° 34' 44" E 339.00 feet to the place of beginning. Containing 2.00118 acres of land, more or less, hereinafter referred to as "the Subject Property". See plat attached hereto as Exhibit A.

BEING the same property described in a Deed from Sue Margaret Godfrey Wise Seivold to Robert A. Clark and Jean L. Clark, his wife, dated March 2, 1987 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7430, folio 568.

WHEREAS, the Subject Property adjoins the personal residence property of the Clarks at 14401 Cuba Road, and was acquired solely for the purpose of enhancing its value by providing additional lawn area, and that the Clarks have no intention of constructing thereon a separate residence or dwelling; and

WHEREAS, the Baltimore County Office of Planning and Zoning has requested that the Clarks declare that the Subject Property is not sufficiently large for the construction of thereto of a separate dwelling.

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

SIGNATURE *at* DATE 12-2-87

RECEIVED

For *John & Catherine*

Dec 12-1-87

Dec 14

at 12-48

EXHIBIT

G

NOW, THEREFORE, these presents are now executed:

1. That Robert A. Clark and Jean L. Clark hereby declare that the Subject Property is not of sufficient size under present zoning regulations to construct thereon a separate dwelling unit, and that this restriction as to use shall run with and be binding upon the land, and the personal representatives and assigns of the parties hereto, until such time as Baltimore County Zoning Regulations as to density are changed to permit such construction.

WITNESS the hands and seals of the parties hereto, the day and year first above written.

WITNESS:

<u>Patricia Farley</u>	<u>Robert A. Clark</u> (SEAL)
as to	ROBERT A. CLARK
both	<u>Jean L. Clark</u> (SEAL)
	JEAN L. CLARK

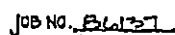
STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 23rd day of November, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ROBERT A. CLARK and JEAN L. CLARK, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who signed the same in my presence, and acknowledged that they executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Patricia Farley
Notary Public

My commission expires: 7/1/90



Coady & Farley
400 Allagheny Ave.
21204 (Albany Library)

TIME: 14:42:28 AUTOMATED PERMIT TRACKING SYSTEM LAST UPDATE 09/05/2014
DATE: 05/09/2016 BUILDING DETAIL 1 EDW 14:35:05

DRC#

PERMIT # B856820 PLANS: CONST 2S PLOT 7 PLAT 0 DATA 0 EL 1 PL 1

TENANT SPRINKLERS REQUIRED FOR FIRE PROTECTION

BUILDING CODE: CONTR: CRUSADER HOMES LLC

IMPRV 1 ENGR:

USE 01 SELLR: WINDY HILL LLC

FOUNDATION BASE WORK: PP #12-041-14, POTOMAC, ELEV #2, CONSTRUCT SFD
3 2 IN REVERSE, 2-CAR GARAGE, COVERED FRONT ENTRY,
CONSTRUC FUEL SEWAGE WATER FRONT BAY WINDOW, UNFINISHED BSMT, GAS FP(OUT-
2 1 2P 2E SIDE PROJECTION NOT TO EXCEED 4X10), 4 BEDRM,
CENTRAL AIR 1 OPTIONAL 2ND FLOOR PLAN; OPTIONS:1&7 PER PLANS
ESTIMATED COST 58X48X38'8"=5279SF.

250,000.00 PROPOSED USE: SFD - NOT PATTERN BOOK PDM #08-0334

OWNERSHIP: 1 EXISTING USE: SFD

RESIDENTIAL CAT: 1

#EFF: #1BED: #2BED: #3BED: TOT BED: TOT APTS:

1 FAMILY BEDROOMS: 4 PASSWORD:

ENTER - NEXT DETAIL PF2 - APPROVALS PF7 - PREV. SCREEN PF9 - SAVE
PF1 - GENERAL PERMIT PF3 - INSPECTIONS PF8 - NEXT SCREEN CLEAR - MENU

EXHIBIT

H

TIME: 14:43:10 AUTOMATED PERMIT TRACKING SYSTEM LAST UPDATE 09/05/2014
DATE: 05/09/2016 BUILDING DETAIL 2 EDW 14:35:05

PERMIT #: B856820	BUILDING SIZE	LOT SIZE AND SETBACKS
	FLOOR: 5279	SIZE: 2.00AC
	WIDTH: 52	FRONT STREET:
GARBAGE DISP: 1	DEPTH: 48	SIDE STREET:
POWDER ROOMS: 1	HEIGHT: 38'8"	FRONT SETB: 40
BATHROOMS: 3+R	STORIES: 2+BSMT	SIDE SETB: 42/150
KITCHENS: 1		SIDE STR SETB:
	LOT NOS: 1	REAR SETB: 221
	CORNER LOT: N	

ZONING INFORMATION

DISTRICT:	BLOCK:	ASSESSMENTS
PETITION:	SECTION:	LAND: 0150000.00
DATE:	LIBER:	IMPROVEMENTS: 0000000.00
MAP:	FOLIO:	TOTAL ASS.:
	CLASS: 04	

PLANNING INFORMATION

MSTR PLAN AREA: SUBSEWER: CRIT AREA: PASSWORD:

ENTER - NEXT DETAIL PF2 - APPROVALS PF7 - PREV. SCREEN PF9 - SAVE
PF1 - GENERAL PERMIT PF3 - INSPECTIONS PF8 - NEXT SCREEN CLEAR - MENU

TIME: 14:42:08 AUTOMATED PERMIT TRACKING SYSTEM LAST UPDATE 09/23/2015
DATE: 05/09/2016 GENERAL PERMIT APPLICATION DATA KLL 10:52:27

PERMIT #: B856820 PROPERTY ADDRESS
RECEIPT #: A700347 14401A CUBA RD
CONTROL #: NR SUBDIV: SCOTTS MANOR
XREF #: B856820 TAX ACCOUNT #: 2000013058 DISTRICT/PRECINCT 08 01
OWNERS INFORMATION (LAST, FIRST)

FEE: 265.00 NAME: CRUSADER HOMES LLC
PAID: 265.00 ADDR: 14410 CUBA RD MD 21030
PAID BY: APPL

DATES

APPLICANT INFORMATION

APPLIED: 09/05/2014 NAME: JUDD MASLACK
ISSUED: 10/16/2014 COMPANY: CRUSADER HOMES LLC
OCCPNY: ADDR1: 14410 CUBA RD
FINAL INSPECT: ADDR2: COCKEYSVILLE MD 21030
INSPECTOR: 08R PHONE #: 410-804-7799 LICENSE #: MHBR6732
NOTES: EDW PERMISSION TO USE PLANS LETTER FROM BURKARD HOMES LLC MHBR6300 IS
ON FILE.EDW; CAN PER BLD-DB 1/9/15 PERMIT REINSTATED PER ARNOLD JABLON, PAI DI
R6/3/15 DB KLL EXT A719335 \$132.50 9/23/15 GB PASSWORD :

ENTER - PERMIT DETAIL PF3 - INSPECTIONS PF7 - DELETE PF9 - SAVE
PF2 - APPROVALS PF4 - ISSUE PERMIT PF8 - NEXT PERMIT PF10 - INQRY

WHITEFORD, TAYLOR & PRESTON L.L.P.

TIMOTHY M. KOTROCO
DIRECT LINE (410) 832-2004
DIRECT FAX (410) 339-4050
TKotroco@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
BETHANY BEACH, DE*
BETHESDA, MD
COLUMBIA, MD
DEARBORN, MI
FALLS CHURCH, VA
LEXINGTON, KY
ROANOKE, VA
WASHINGTON, DC
WILMINGTON, DE*

WWW.WTPLAW.COM
(800) 937-5705

May 29, 2015

Via Hand Delivery

Mr. Arnold E. Jablon, Director of Permits, Approvals &
Inspections and Deputy County Administrative Officer
County Office Building
111 W. Chesapeake Avenue, Room 105
Towson, Maryland 21204

Re: 14401A Cuba Road
Building Permit No. B856820
Request for Reinstatement of Building Permit

Dear Mr. Jablon:

This office represents Crusader Homes, LLC the owner of property located at 14401A Cuba Road. The subject property consists of 2.0 acres and is zoned RC7.

By way of background, my client, Crusader Homes, LLC entered into a contract to purchase the subject property in August, 2014. The owner of the property at that time was Windy Hill, LLC. The contract of sale was contingent upon the Buyer obtaining a valid building permit allowing the construction of a single family home on the subject property.

On September 5, 2014, 2 weeks after the contract of sale was executed, my client applied for a building permit with your office. Said building permit went through the normal and customary reviews and approvals by all Baltimore County agencies. On September 5, 2014 the permit was approved by the Zoning office, the Department of Planning and by House Numbering. On September 16, 2014 the building plans for the



Mr. Arnold E. Jablon

May 29, 2015

Page 2

house were approved by Building Plans Review. On October 15, 2014 the building permit was approved by the Department of Environmental Protection and on October 16, 2014 the permit was approved by the Sediment Control division of your department. A valid building permit #B856820 was then issued by the Permits office of October 16, 2014.

In addition to the aforementioned reviews and approvals for the building permit, Baltimore County also approved the issuance of a well permit #BA100751 for the subject property. Said well was actually drilled and installed on the property on July 21, 2014 some three months prior to my client settling on the sale of the lot. A flow test was performed by Baltimore County for the well and a report was issued by Mr. Rob Powell, a representative of DEPS. Furthermore, and in addition to all of the above, Baltimore County approved a percolation test for the property allowing for the installation of a septic system on site. A maintenance agreement for the septic system was entered into with Baltimore County on September 30th, 2014, just 3 weeks prior to my client settling on the sale of the lot.

The importance of this information and the reason for bringing it to your attention is the fact that my client's contract of sale was contingent upon all of the above occurring and being approved by Baltimore County. After all of the extensive reviews by Baltimore County and in reliance upon those approvals, my client Crusader Homes, LLC settled on the purchase the subject lot on October 23, 2014. My client paid \$190,000.00 for this building lot.

Crusader Homes, LLC began the process of constructing a single family home on the property in accordance with their permit. After clearing, grading and installing sediment controls on the lot and while preparing to install the footings for the house, my client was notified by Baltimore County that his permit was being held and that construction should cease. No further work has been done since that time.

Based upon the good faith reliance by my client upon the issuance of the several Baltimore County building, septic and well permits and considering all of the factors as stated above, my client respectfully requests that building permit #B856820 be reinstated and that Crusader Homes, LLC be permitted to finish the single family home on the property. My client has a meeting with their lending institution to determine their next course of action. The bank also required the issuance of these permits prior to their lending money for the purchase of this lot.

We respectfully request that Baltimore County reinstate building permit #B856820 and allow my client, Crusader Homes, LLC to complete the construction of

Mr. Arnold E. Jablon
May 29, 2015
Page 3

the single family home on the subject property. Thank you for your consideration of this request.

Very truly yours,



Timothy M. Kotroco

Agreed and accepted. Permit #B856820 shall be reinstated and construction of the house may continue until completed. A final occupancy permit shall be issued by Baltimore County once all proper inspections are completed.

Mr. Arnold E. Jablon, Director of the Department of
Permits, Approvals and Inspections and
Deputy County Administrative Officer

Date

BALTIMORE COUNTY, MARYLAND

www.baltimorecountymd.gov

Inspections Scheduling

[Logout](#)

Permit Number B856820

Address 14401A CUBA RD

Completed Inspections

Inspection Type	Unit / Suite / Floor	Inspection Date	Result
CANCELLED - CANCELLED		1/12/2015	Passed
EXT \$\$ - EXT \$\$		9/24/2015	Passed
101 - FOOTINGS FOR NEW BUILDING AND ADDITIONS		5/3/2016	Passed

Scheduled Inspections

Inspection Type	Unit / Suite / Floor	Scheduled Date
☐ 103 - FOUNDATION DAMP PROOFING		5/11/2016

Schedule a new inspection.

[Schedule New Inspection](#)

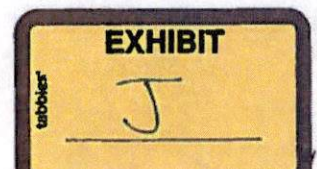
Choose an inspection from the table of inspections above, and select 'Cancel' to cancel that inspection.

[Cancel Inspection](#)

Choose an inspection from the table of inspections above, and select 'Reschedule' to reschedule that inspection.

[Reschedule Inspection](#)[Search For Another Permit](#)

400 Washington Avenue • Courthouse • Towson, MD 21204



ROBERT V. SPADARO

Plaintiff

v.

CRUSADER HOMES, LLC

Defendant

* IN THE

* CIRCUIT COURT

* FOR

* BALTIMORE COUNTY

* CASE NO.: 03-C-16-005018

* * * * *

ANSWER TO COMPLAINT FOR DECLARATORY JUDGMENT

The Defendant, Crusader Homes, LLC (hereinafter referred to as "Defendant" or "Crusader"), by and through its attorneys, Jennifer Ryan Lazenby and Whiteford, Taylor & Preston L.L.P., hereby files this Answer to the Complaint for Temporary Restraining Order and Preliminary and Permanent Injunctive Relief (hereinafter referred to as the "Complaint") filed by the Plaintiff, Robert V. Spadaro (hereinafter referred to as the "Plaintiff"), and states:

PARTIES

1. The Defendant is without knowledge to admit or deny the allegations set forth in paragraph 1 of the Complaint.

2. The Defendant admits that it is the owner of the 2.00118 acre parcel of land identified by the October 23, 2014 Deed (hereinafter referred to as the "Crusader Property"), which is attached to the Complaint as Exhibit B. The Defendant otherwise denies the identification of the Crusader Property as set forth in paragraph 2 of the Complaint.

JURISDICTION

3. The Defendant admits to the jurisdiction and venue of Baltimore County, Maryland.

VENUE

4. The Defendant admits to the jurisdiction and venue of Baltimore County, Maryland.

EXHIBIT

C

FACTS

5. The Defendant denies the allegations set forth in paragraph 5 of the Complaint.

6. The Defendant is without knowledge to admit or deny the allegations set forth in paragraph 6 of the Complaint. The Defendant, however, has no reason to dispute the Deed attached as Exhibit A to the Complaint, which is a public record.

7. The Defendant admits that it is the owner of the 2.00118 acre parcel of land identified by the October 23, 2014 Deed, which is attached to the Complaint as Exhibit B. The Defendant otherwise denies the identification of the Crusader Property as set forth in paragraph 7 of the Complaint.

8. Defendant has no reason to dispute Exhibit B to the Complaint, the terms of which Deed will speak for themselves.

9. The Defendant denies the allegations set forth in paragraph 9 of the Complaint. The Defendant, however, has no reason to dispute the Plat attached as Exhibit D to the Complaint, which is a public record.

10. The Defendant denies the allegations set forth in paragraph 10 of the Complaint. The Defendant, however, has no reason to dispute the Plat attached as Exhibit D to the Complaint, which is a public record.

11. The Defendant denies the allegations set forth in paragraph 11 of the Complaint. The Defendant, however, has no reason to dispute the Deed attached as Exhibit E to the Complaint, which is a public record.

12. Paragraph 12 of the Complaint sets forth legal conclusions to which no response is necessary. To the extent that any of the allegations require a response, the Defendant denies the same.

13. The Defendant denies the Plaintiff's prior description(s) of Lot 1 but otherwise admits the allegations set forth in paragraph 13 of the Complaint.

14. The Defendant denies the allegations set forth in paragraph 14 of the Complaint.

15. The Defendant denies the allegations set forth in paragraph 15 of the Complaint. The Defendant, however, has no reason to dispute the Declaration attached as Exhibit G to the Complaint, which is a public record. The terms of the Declaration will speak for themselves.

16. The Defendant denies the allegations set forth in paragraph 16 of the Complaint. The terms of the Declaration will speak for themselves.

17. The Defendant denies the allegations set forth in paragraph 17 of the Complaint.

18. The Defendant admits that Baltimore County has issued Building Permit # B856820 to Crusader Homes LLC for the Crusader Property for the construction of a single family home (hereinafter referred to as the "Building Permit"). The Defendant denies the remainder of the allegations set forth in paragraph 18 of the Complaint.

19. The Defendant has no reason to dispute the Exhibit I to the Complaint, the terms of which letter will speak for themselves. The Defendant denies the remainder of the allegations set forth in paragraph 19 of the Complaint.

20. The Defendant admits that Baltimore County reinstated the Building Permit on or about June 26, 2015 and that the Building Permit was extended by Baltimore County on or about September 9, 2015. The Defendant denies the remainder of the allegations set forth in paragraph 20 of the Complaint.

21. The Defendant denies the allegations set forth in paragraph 21 of the Complaint.

22. The Defendant admits that it intends to construct a single family home upon the Crusader Property in accordance with the Building Permit. The Defendant also admits that the

Plaintiff communicated his opinions about and objections to the Defendant's construction during a meeting with Judd Maslack and Tim Burkard. The Defendant denies the remainder of the allegations set forth in paragraph 22 of the Complaint.

23. The Defendant denies the allegations set forth in paragraph 23 of the Complaint.

24. The Defendant started construction in accordance with the Building Permit in or about November 2014. The Defendant admits that Baltimore County has inspected and approved the footings and foundation recently constructed upon the Crusader Property. The Defendant denies the remainder of the allegations set forth in paragraph 24 of the Complaint.

25. The Defendant denies the allegations set forth in paragraph 25 of the Complaint

COUNT 1- REQUEST FOR TEMPORARY RESTRAINING ORDER

26. No response is necessary because paragraph 26 of the Complaint does not state any new allegations. To the extent a response is necessary, Defendant incorporates herein all of its prior responses.

27. The Defendant denies the allegations set forth in paragraph 27 of the Complaint.

28. The Defendant denies the allegations set forth in paragraph 28 of the Complaint.

29. The Defendant admits that the Plaintiff has communicated his opinions about and objections to the Defendant's construction.

30. The Defendant admits that it intends to construct a single family home upon the Crusader Property in accordance with the Building Permit. The Defendant denies the remainder of the allegations set forth in paragraph 30 of the Complaint.

31. The Defendant denies the allegations set forth in paragraph 31 of the Complaint.

32. Paragraph 32 of the Complaint sets forth legal conclusions to which no response is necessary. To the extent that a response is required, the Defendant denies the same.

33. The Defendant denies the allegations set forth in paragraph 33 of the Complaint.

34. The Defendant denies the allegations set forth in paragraph 34 of the Complaint.

35. The Defendant denies the allegations set forth in paragraph 35 of the Complaint.

36. The Defendant denies the allegations set forth in paragraph 36 of the Complaint.

37. The Defendant denies the allegations set forth in paragraph 37 of the Complaint.

38. The Defendant denies the allegations set forth in paragraph 38 of the Complaint.

39. The Defendant denies the allegations set forth in paragraph 39 of the Complaint.

40. This Court has already denied the Plaintiff's request for a Temporary Restraining Order and, therefore, Count I of the Complaint must be dismissed with prejudice. To the extent that a response is necessary, the Defendant denies the same.

COUNT II- REQUEST FOR PRELIMINARY INJUNCTION

41. No response is necessary because paragraph 41 of the Complaint does not state any new allegations. To the extent a response is necessary, Defendant incorporates herein all of its prior responses.

42. The Defendant denies the allegations set forth in paragraph 42 of the Complaint.

43. The Defendant denies the allegations set forth in paragraph 43 of the Complaint.

44. The Defendant admits that the Plaintiff has communicated his opinions about and objections to the Defendant's construction.

45. The Defendant admits that it intends to construct a single family home upon the Crusader Property in accordance with the Building Permit. The Defendant denies the remainder of the allegations set forth in paragraph 45 of the Complaint.

46. The Defendant denies the allegations set forth in paragraph 46 of the Complaint.

47. Paragraph 47 of the Complaint sets forth legal conclusions to which no response is necessary. To the extent that a response is required, the Defendant denies the same.

48. The Defendant denies the allegations set forth in paragraph 48 of the Complaint.

49. The Defendant denies the allegations set forth in paragraph 49 of the Complaint.

50. The Defendant denies the allegations set forth in paragraph 50 of the Complaint.

51. The Defendant denies the allegations set forth in paragraph 51 of the Complaint.

52. The Defendant denies the allegations set forth in paragraph 52 of the Complaint.

53. The Defendant denies the allegations set forth in paragraph 53 of the Complaint.

54. The Defendant denies the allegations set forth in paragraph 54 of the Complaint.

55. This Court has already denied the Plaintiff's request for a Temporary Restraining Order and, therefore, Count II of the Complaint must be dismissed with prejudice. To the extent that a response is necessary, the Defendant denies the same.

COUNT III- REQUEST FOR PRELIMINARY INJUNCTION

56. No response is necessary because paragraph 56 of the Complaint does not state any new allegations. To the extent a response is necessary, Defendant incorporates herein all of its prior responses.

57. The Defendant denies that the Plaintiff is entitled to a permanent injunction.

58. The Defendant denies the allegations set forth in paragraph 58 of the Complaint

59. The Defendant admits that it intends to construct a single family home upon the Crusader Property in accordance with the Building Permit. The Defendant denies the remainder of the allegations set forth in paragraph 59 of the Complaint.

60. The Defendant denies the allegations set forth in paragraph 60 of the Complaint.

61. Paragraph 61 of the Complaint sets forth legal conclusions to which no response is necessary. To the extent that a response is required, the Defendant denies the same.

62. The Defendant denies the allegations set forth in paragraph 62 of the Complaint.

63. The Defendant denies the allegations set forth in paragraph 63 of the Complaint.

64. The Defendant denies the allegations set forth in paragraph 64 of the Complaint.

AFFIRMATIVE AND NEGATIVE DEFENSES

65. The Complaint fails to state any claim upon which relief can be granted.

66. The Plaintiff lacks standing.

67. The Declaration is not enforceable.

68. The Declaration is not a restrictive covenant.

69. The Declaration does not bind the Defendant.

70. The Plaintiff is neither a party to nor an intended beneficiary of the Declaration.

71. The Plaintiff has no enforcement rights regarding the Declaration.

72. The Crusader Property is a buildable lot.

73. The Crusader Property was legally created prior to the issuance of the R.C. 7 Regulations.

74. Baltimore County approved the creation of the Crusader Property and issued the Building Permit.

75. The Plaintiff has failed to exhaust its administrative remedies.

76. The Plaintiff's claims are barred by res judicata and/or collateral estoppel.

77. The Plaintiff's claims are barred by laches.

78. The Plaintiff's claims are barred by the statute of limitations.

79. The Plaintiff's claims are barred by unclean hands and/or fraud and/or illegality.

80. The Honorable Justin King has already denied the Plaintiff's Request for a Temporary Restraining Order and, therefore, Counts I and II of the Complaint must be dismissed with prejudice.

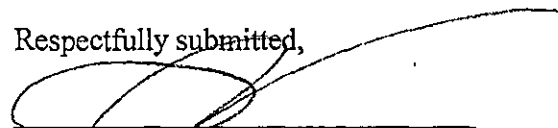
81. The Defendant demands strict proof of the existence and execution of any and all written instructions upon which the Plaintiff relies in support of its Complaint.

82. The Defendant demands strict proof of each and every allegation set forth in the Complaint.

83. The Defendant reserves the right to raise any defenses available in law and/or fact.

84. The Defendant prays that the Complaint be dismissed with costs.

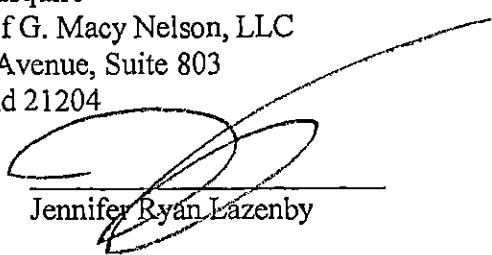
Respectfully submitted,


Jennifer Ryan Lazenby
Whiteford, Taylor & Preston L.L.P.
Towson Commons, Suite 300
One West Pennsylvania Avenue
Towson, Maryland 21204-5025
(410) 832-2064
Attorneys for Defendant,
Crusader Homes, LLC

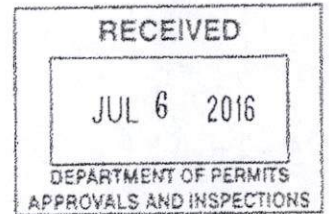
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 24th day of June, 2016, a copy of Defendant Crusader Homes, LLC's Answer to Complaint for Declaratory Judgment was mailed first-class, postage prepaid, to:

David S. Lynch, Esquire
The Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204


Jennifer Ryan Lazenby

**BALTIMORE COUNTY, MARYLAND
INTER-OFFICE MEMORANDUM**



TO: Arnold Jablon
Deputy Administrative Officer and
Director of Permits, Approvals and Inspections

DATE: June 28, 2016

FROM: Andrea Van Arsdale
Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
Case Number: 16-300

INFORMATION:

Property Address: 14401A Cuba Road
Petitioner: Robert V. Spadaro
Zoning: RC 7
Requested Action: Special Hearing

The Department of Planning has reviewed the petition for a special hearing to determine whether or not the Administrative Law Judge should approve:

1. Whether a single family home being constructed on a parcel known as Tax Map 33, parcel 130 violates the density regulation of the R.C. 7 or the R.C. 4 zoning district, where the zoning classification was changed to R.C. 7 from R.C. 4 during the 1996 CZMP and the entire lot is 6.501 acres with an existing home.
2. Whether the parcel known as Tax Map 33, parcel 130 is a valid building lot and/or an illegal subdivision where that parcel was created by deed (Liber 7430, Folio 568) and remains part of Lot 1 of the Scotts Manor subdivision (Plat Book #48, Folio #110).

The Department does not support granting the petitioned zoning relief. Based upon information available to it at this time, the Department does not recognize the parcel shown as Tax Map 33, parcel 130 as a valid building lot.

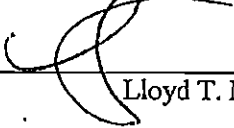
No devolution of title with professional signature and seal was submitted in support of the petition. Research conducted by the Department shows that the subject property was zoned R.C. 4 in 1994 and remained that way until the CZMP process in 2004 rezoned it to R.C. 7. Further, the last recorded document attached to the property having the benefit of Baltimore County approval is a subdivision plat approved in 1982 wherein the density notes indicate 2 lots were allowed and 2 lots were ultimately approved thereby utilizing all available density. The petitioner may consider conducting research among the records of the Department of Environmental Protection and Sustainability to determine if the subject parcel may exist as a "health master".



Date: June 28, 2016
Subject: ZAC #16-300
Page 2

For further information concerning the matters stated herein, please contact Carmela Iacovelli at 410-887-3480.

Prepared by:



Lloyd T. Moxley

Division Chief:



Kathy Schlabach

AVA/KS/LTM/ka

c: Carmela Iacovelli
David S. Lynch, Esquire
Office of the Administrative Hearings
People's Counsel for Baltimore County

TIME: 10:10:27 AUTOMATED PERMIT TRACKING SYSTEM LAST UPDATE 09/23/2014
DATE: 06/03/2015 GENERAL PERMIT APPLICATION DATA KLL 08:57:22

PERMIT #: B770028 PROPERTY ADDRESS
RECEIPT #: A644551 14401A CUBA RD
CONTROL #: NR SUBDIV: WORTHINGTON HILLSIDE II
XREF #: B770028 TAX ACCOUNT #: 20000013058 DISTRICT/PRECINCT 08 01

OWNERS INFORMATION (LAST, FIRST)

FEE: 215.00 NAME: EAGLEUMPS LLC
PAID: 215.00 ADDR: 4603 PROSPECT AVE MD 21071
PAID BY: APPL

DATES

APPLICANT INFORMATION

APPLIED: 08/26/2011 NAME: TODD MORRILL
ISSUED: COMPANY: EAGLEUMPS LLC
CANCEL: 09/23/2014 ADDR1: 4603 PROSPECT AVE
FINAL INSPECT: ADDR2: GLYNDON MD 21071

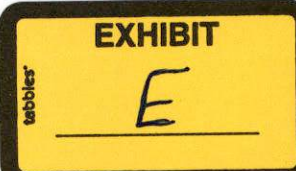
INSPECTOR: 08R PHONE #: 410-833-0915 LICENSE #:

NOTES: EDW... WCR/AT W/OWNER 10/12/11.LOT CREATED BY DEED+DECRIP.RECORD PLAT
& APPRV'D SUBDVN NOT AMENDED.NO ADD'L DENSITY FOR NEW LOT PER BCZR.ADVISED
OWNER TO SEEK LEGAL ADVICE-AT; CANCELLED-SEE B856820 PASSWORD :

ENTER - PERMIT DETAIL PF3 - INSPECTIONS PF7 - DELETE PF9 - SAVE
PF2 - APPROVALS PF4 - ISSUE PERMIT PF8 - NEXT PERMIT PF10 - INQRY

8/26/11

EXHIBIT

A yellow rectangular label with a black border. The word "EXHIBIT" is printed in black at the top. Below it, the letter "E" is handwritten in black. The label is slightly tilted to the right.

ZONING HEARING PLAN FOR VARIANCE _____ FOR SPECIAL HEARING X (MARK TYPE REQUESTED WITH X)
ADDRESS 14401A Cuba Road, MD 21030 , OWNER(S) NAME(S) Crusader Homes, LLC
SUBDIVISION NAME Scotts Manor LOT # pt. 1 BLOCK # _____ SECTION # _____
PLAT BOOK # 48 FOLIO # 110 10 DIGIT TAX # 2 0 0 0 0 1 3 0 5 8 DEED REF. # 3 5 5 4 6 / 0 0 0 2 8

-See attached Plan, which is a reproduction of a portion of the deed describing the subject parcel and recorded in the Baltimore County Land Records at Liber 7430, Folio 571)

-The scale of the Plan is 1" = 60' and it was originally prepared by A.L. Snyder Surveyor on Feb. 18, 1987.

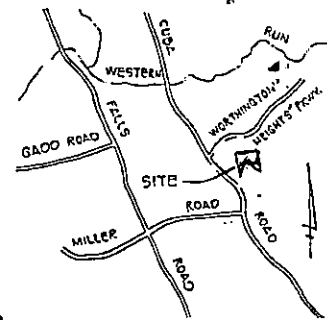
-A copy of the entire Feb. 18, 1987 plan is also included (not to scale).

-Also see redlined Final Subdivision Plat of Scott's Manor indicating approximate location of the subject parcel (not to scale)



PLAN DRAWN BY _____ DATE _____ SCALE: 1 INCH = _____ FEET

SITE VICINITY MAP



MAP IS NOT TO SCALE

ZONING MAP# 033B3
SITE ZONED RC7
ELECTION DISTRICT 8
COUNCIL DISTRICT 3
LOT AREA ACREAGE 2.0018
OR SQUARE FEET _____
HISTORIC ? No
IN CBCA ? No
IN FLOOD PLAIN ? No
UTILITIES ? MARK WITH X
WATER IS:
PUBLIC _____ PRIVATE X
SEWER IS:
PUBLIC _____ PRIVATE X
PRIOR HEARING ? No
IF SO GIVE CASE NUMBER
AND ORDER RESULT BELOW

VIOLATION CASE INFO:

2016-0300-SPH

GENERAL NOTES

1. THE 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 DEEDS THEREOF IS EXPRESSLY RESERVED IN THE GRANTORS OF THE DEED TO WHICH THIS PLAT IS ATTACHED, THEIR HEIRS AND ASSIGNS.
2. HIGHWAY & HIGHWAY WIDENING, SLOPE EASEMENTS, & DRAINAGE & UTILITY EASEMENTS SHOWN HEREON ARE RESERVED UNTO THE DEVELOPER AND ARE HEREBY OFFERED FOR DEDICATION TO BALTIMORE CO., MD. THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS SHALL CONVEY SAID AREAS, BY DEED, UNTO BALTIMORE CO., MD., AT NO COST.
3. THIS RECORD PLAT MAY NOT BE HONORED BY BALTIMORE COUNTY AFTER FIVE (5) YEARS FROM THE RECORDING DATE. SEE BALTO CO. BILL # 61-79 (SECTION 22-39-1).

COORDINATES

NO	NORTH	WEST	NO	NORTH	WEST
1	81,620.77	26,756.30	12	80,813.91	26,581.22
2	81,646.81	26,763.86	13	81,002.83	26,707.56
3	81,652.72	26,772.08	14	81,208.40	26,936.40
4	81,649.86	26,607.38	15	81,231.19	26,914.04
5	81,602.00	26,546.80	16	81,412.84	26,751.09
6	81,646.50	26,341.20	17	81,524.14	26,874.93
7	81,104.22	26,268.60	18	81,615.44	26,931.72
8	81,135.42	26,434.27	19	81,812.47	26,787.79
9	81,070.00	26,578.13	20	81,828.35	26,771.15
10	80,893.55	26,554.57	21	81,846.04	26,772.18
11	80,891.71	26,557.06	22	81,851.56	26,648.31
23	81,846.28	26,648.08	24	80,974.41	26,635.15

CURVE DATA

FROM TO	R	Δ	A	T	CHORD
19-20	100.00	131°12'44"	23.06	11.58	N 44°15'51"E 23.01
11-24	797.87	6°10'35"	113.86	57.03	N 43°21'22"W 113.76

NOTE:
THE COURSES AND COORDINATES SHOWN HEREON ARE REFERRED TO THE FOLLOWING BALTIMORE COUNTY TRAVERSE STATIONS.

HUB NO.	NORTH	WEST
# 13034	80,920.78	26,622.64
# 13035	81,416.46	27,151.71

APPROVED: BALTIMORE COUNTY PLANNING BOARD

DATE: 2/18/82
DIRECTOR

APPROVED: 2/1/82
COUNTY HEALTH OFFICER

APPROVED: 2/18/82
DATE: 2/18/82
COUNTY ROADS ENGINEER

SURVEYOR'S CERTIFICATION

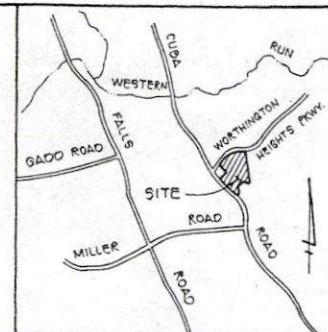
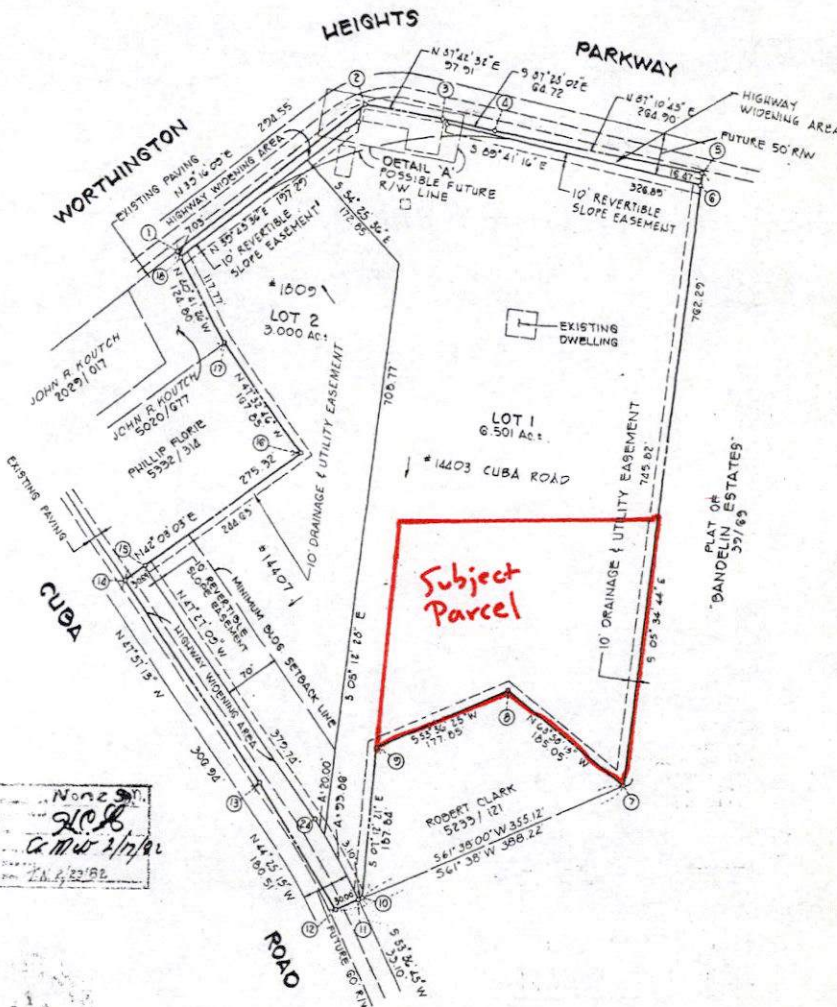
I, JAMES W. MCKEE, A REGISTERED LAND SURVEYOR OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE LAND SHOWN HEREON HAS BEEN LAID OUT AND THE PLAT THEREOF PREPARED IN ACCORDANCE WITH SECTIONS 72A TO 72E, INCLUSIVE OF ARTICLE 17, OF THE ANNOTATED CODE OF MD., 1939 EDITION, AS ENACTED OR AMENDED BY THE ACTS OF 1925 & 1927 AND SUBSEQUENT ACTS, IF ANY, AMENDATORY THERETO.

JAMES W. MCKEE
(MD. REG. #2012)
DATE: 2/12/82

OWNER'S CERTIFICATION

THE REQUIREMENTS OF SECTIONS 72A TO 72O OF ARTICLE 17 OF THE ANNOTATED CODE OF MARYLAND, 1939 EDITION, CHAPTER 101B OF THE ACTS OF 1945, AS AMENDED BY CHAPTERS 84 & 78B OF THE ACTS OF 1947, AND SUBSEQUENT ACTS, IF ANY, AMENDATORY THERETO SO FAR AS THEY CONCERN THE MAKING OF THE PLAT (SETTING OF THE MARKERS HAVE BEEN COMPLIED WITH BY OWNER OF THE LAND SHOWN HEREON).

OWNER: 1-7-82
DATE: 1-7-82



VICINITY MAP
SCALE: 1"=2000'

DENSITY NOTES

1. EXISTING ZONING R.C. 4
2. GROSS AREA 10.201 AC.
3. HIGHWAY WIDENING AREA 0.700 AC.
4. NET AREA OF LOTS 9.501 AC.
5. NO. OF LOTS ALLOWED (10.201 / 0.2) = 2 LOTS
6. NO. OF LOTS PROPOSED 2 LOTS
7. AVERAGE LOT SIZE 4.750 AC.
8. NO. OF PARKING SPACES REQUIRED (2 PER LOT) = 4
9. NO. OF PARKING SPACES PROPOSED 4

EMK, JR. 48 FOLIO 110

Filed for record

Date FEB 26 1982

Test

CLARK

FINAL SUBDIVISION PLAT

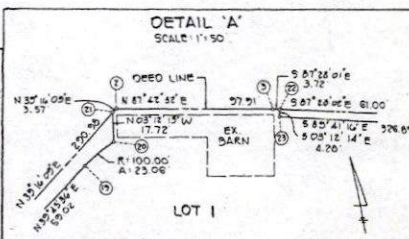
OF

SCOTT'S MANOR

5TH ELECTION DISTRICT BALTIMORE CO., MD.
SCALE: 1"=100' AUGUST 21, 1981

DETAIL 'A'

SCALE: 1"=50'



DEED REFERENCE: 2713/522

MCKEE & ASSOCIATES, INC.

CIVIL ENGINEERS & LAND SURVEYORS
1717 YORK ROAD - LAN LEA BUILDING - LUTHERVILLE, MD. 21093

MSA SSM 1236-6953

48-110

2016-0300-SPH

Section Major
 2000-01-01

~~Exlimore County
Carr's Meridian~~

Let i

11-1-11

Let $\mathcal{S}$

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29/04/2011

2.00118 Acres $\pm$

Robert A. Clark
Jean L. Clark
C/O 5233/121

cc: Pranjay and
Jalil, Siddiqui

OUTLINE SURVEY
FOR

PART OF LOT 4
"SCOTT'S MANOR"

EIGHTH ELECTION DISTRICT

BALTIMORE COUNTY, MARYLAND

February 17, 1987

2000 10 10

MAIP

Coudy & Farley
400 Allegheny Ave.
Towson, Md. 21204



Albert L. King, Jr.

A.L. SNYDER
SURVEYOR
1911 HANOVER PIKE
HAMPSTEAD, MD. 21074
(301) 269-7744

JOB NO. 36137

2016-0300-SPH