

M E M O R A N D U M

DATE: July 31, 2020
TO: Zoning Review Office
FROM: Office of Administrative Hearings
RE: Case No. 2019-0255-SPH – Appeal Period Expired

The appeal period for the above-referenced cases expired on July 30, 2020. 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.'

/dlw

c: Case File
Office of Administrative Hearings

IN RE: PETITION FOR SPECIAL HEARING	*	BEFORE THE
(2006 Far Out Lane)		
5 th Election District	*	OFFICE OF
3 rd Council District		
Flying J. Ranch, LLC	*	ADMINISTRATIVE HEARINGS
<i>Legal Owner</i>		
	*	FOR BALTIMORE COUNTY
Petitioner		
	*	Case No. 2019-0255-SPH

* * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings (“OAH”) for consideration of a Petition for Special Hearing filed on behalf of The Flying J Ranch, LLC, legal owner (“Petitioner”). The Special Hearing was filed pursuant to § 500.7 of the Baltimore County Zoning Regulations (“BCZR”) seeking a declaration to permit the non-density transfer of 2.53 acres of a 6.33 acre subject property to the adjoining property owned by Beste Pond Farm, LLC (“Beste”). The subject property and Beste’s property are zoned Resource Conservation (RC 2), and the proposed non-density transfer will not alter the density of the Petitioner’s property or Beste’s property. The public hearing on the Petition opened on May 10, 2019 before Administrative Law Judge Beverungen. Robert Porter, Esquire represented the Petitioner. J. Carroll Holzer, Esquire, represented a number of the adjacent property owners (“Protestants”). A site plan was marked and admitted as Petitioner’s Exhibit 1. The site plan filed with the Petition was revised to reflect a change in the location of the proposed lot line pursuant to an agreement of the Petitioner and the Protestants. The Petition was advertised and posted as required by the BCZR. No substantive Zoning Advisory Comments (“ZAC”) were received from any of the County reviewing agencies.

Prior to any testimony at the public hearing, the Protestants voiced their primary concerns with the Petition. The concerns included anticipated impacts that the proposed non-density transfer

ORDER RECEIVED FOR FILING

Date 6-30-2020

By [Signature]

and lot line adjustment would have on Far Out Lane, a private use-in-common lane, increased traffic, utilization of Far Out Lane for access to and from Akehurst Lane, a public road, and potential disturbance to their secluded, peaceful enjoyment of their properties. Recognizing the issues and concerns of the parties, ALJ Beverungen granted a joint motion for a continuance to give the Petitioner and the Protestants the opportunity to reach agreement and to achieve a resolution of the parties' concerns prior to continuing the hearing. Per the recorded notes of ALJ Beverungen on May 10, 2019,

"Case was opened & continued on May 10, 2019 at request of counsel. Messrs. Holzer & Porter sought continuance to have time to meet with their clients & hopefully reach an agreement that would resolve the case. Two neighbors were copied on memo that were not represented by Holzer and requested that they be copied on any future correspondence".

After several months of discussion, the Petitioner and the Protestants reached agreement through an executed Memorandum of Understanding ("MOU"). A redacted copy of the signed MOU was entered into evidence as Petitioner's Exhibit 2.

Mr. Dave Rongione, one of the neighbors who is not represented by Mr. Holzer, requested a hearing by e-mail dated January 17, 2020. After further discussion between and among the parties, Mr. Rongione withdrew his opposition to the Petition.

By a joint Statement and Motion filed on June 24, 2020, the Petitioner and the Protestants moved to amend the Petition and to enter the revised plan to accompany the Petition as Petitioner's Exhibit 3.

The record in this case shows that the Petitioner's property adjoins Beste's property, and the driveway that provides ingress, egress and access to the Beste property is located, in part, on the Petitioner's property. The Petitioner and Beste desire to adjust a common lot line between their properties to remove the driveway encroachment and to provide a buffer between the

ORDER RECEIVED FOR FILING

Date 6-30-2020

By BW

residence that is located on Beste's property and any future development of the Petitioner's property that remains after the lot line adjustment. Pursuant to the MOU, the parties have reached agreement to resolve their concerns.

Pursuant to the Petition, as amended, the Petitioner is requesting approval of a lot line adjustment pursuant to a non-density transfer by the Petitioner to Beste. BCC § 32-4-106(a)(1)(vii) defines "lot line adjustment" as follows:

For purposes of this subsection, "lot line adjustment" means one or more alterations of a divisional property line or lines between two or more lots in common ownership or by agreement of the owners, provided that the alteration does not result in an increase or decrease in the number of lots and there is no increase in total residential density available to the lots considered as a whole.

After consideration of the evidence presented and the agreement of the parties, I find that the requested relief is in keeping with the spirit and intent of the BCZR:

THEREFORE, IT IS ORDERED this 30th day of **June, 2020** by this Administrative Law Judge, that the Petition for Special Hearing seeking a lot line adjustment subject to a non-density transfer complies with Baltimore County Code, regulations and policy and is hereby GRANTED, subject to the following conditions:

1. The Petitioner may apply for necessary permits and/or licenses upon receipt of this Order. However, the Petitioner is hereby made aware that proceeding at this time is at its risk until thirty (30) days from the date hereof, during which time an appeal can be file by any party. If for whatever reason this Order is reversed, the Petitioner would be required to return the subject property to its original condition.
2. The lot line adjustment subject to a non-density transfer is approved as to that area of the Petitioner's property which is designated as "Proposed Non-Density Area of Conveyance" on Petitioner's Exhibit 3. The lot line adjustment shall be reflected in a lot line adjustment deed by the Petitioner unto Beste, and in a confirmatory deed by Beste to consolidate the "Proposed Non-Density Area of Conveyance" with Beste's property (1940 Akehurst Drive, Tax Account 05-02-020480; Tax Map 27, Parcel

ORDER RECEIVED FOR FILING

Date 6-30-2020

By [Signature]

183). A copy of this Order and Petitioner's Exhibit 3 shall be recorded with the lot line adjustment deed from the Petitioner unto Beste.

3. No density units or development rights shall convey pursuant to the lot line adjustment deed from the Petitioner to Beste. The two existing density units associated with the RC2 zoning of the Petitioner's property shall remain with the Petitioner's property after the lot line adjustment subject to a non-density transfer.

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



PAUL M. MAYHEW
Managing Administrative Law Judge
for Baltimore County

PMM:dlw

ORDER RECEIVED FOR FILING

Date 6-30-2020

By PW



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 #2006 FAR OUT LANE which is presently zoned RC2
 Deed References: 20680 / 552 10 Digit Tax Account # 0502020482
 Property Owner(s) Printed Name(s) FLYING J RANCH LLC

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

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

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

SEE ATTACHED PAGE

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

3. ☐ a **Variance** from Section(s)

of the zoning regulations of Baltimore County, to the zoning law of Baltimore County, for the following reasons:
 (Indicate below your hardship or practical difficulty or indicate below "TO BE PRESENTED AT HEARING". If you need additional space, you may add an attachment to this petition)

TO BE PRESENTED AT THE HEARING

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

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

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

Contract Purchaser/Lessee:

Name- Type or Print

Signature

Mailing Address City State

Zip Code Telephone # Email Address

Attorney for Petitioner:

☒ *TO BE DETERMINED BY THE OWNER*
 Name- Type or Print

☒
 Signature

Mailing Address City State

Zip Code Telephone # Email Address

Legal Owners (Petitioners):

FLYING J RANCH LLC
 Name #1 - Type or Print Name #2 - Type or Print

☒ NOREEN KRAUSE OWNER
 Signature #1 Signature #2

1940 AKEHURST ROAD SPARKS MD
 Mailing Address City State

21152 1X 410-472-2857
 Zip Code Telephone # Email Address

Representative to be contacted:

BRUCE E. DOAK
BRUCE E. DOAK CONSULTING LLC
 Name - Type or Print

BRUCE E. DOAK
 Signature

3801 BAKER SCHOOLHOUSE ROAD FREEBURD MD
 Mailing Address City State

21053 410-919-7906
 Zip Code Telephone # Email Address

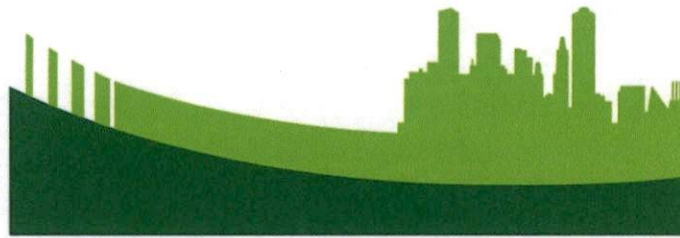
BD@BRUCEDOAKCONSULTING.COM

CASE NUMBER 2019 - 0255 - SP4 Filing Date 3/4/19 Do Not Schedule Dates: Reviewer AT

ORDER RECEIVED FOR FILING
 6-30-2020
 BY

Case # 2019-0255-SPH Petition(s) Requested

Special Hearing to permit the non-density transfer of 2.53 acres of a 6 .33 subject property to the adjoining property. The subject property is zoned RC 2 and the proposed non-density transfer will not affect the density.



Zoning Description

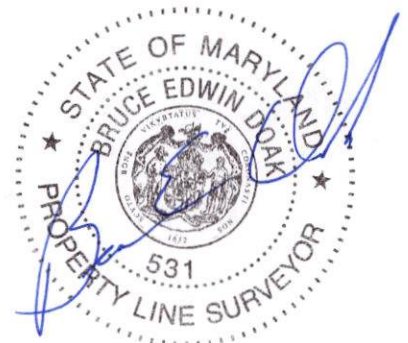
²⁰⁰⁶
2008 Far Out Lane - 6.3336 Acre Parcel
Fifth Election District Third Councilmanic District
Baltimore County, Maryland

Beginning at a point on the northwest side of Far Out Lane, approximately 1500 feet southwesterly of the centerline of Yeoho Road, thence running in or near the bed of Far Out Lane and running with and binding on the outlines of the subject property, the six following courses and distances, viz 1) South 43 degrees 51 minutes 30 seconds West 69.18 feet, 2) South 54 degrees 11 minutes 30 seconds West 100.00 feet, 3) South 63 degrees 31 minutes 30 seconds West 150.00 feet, 4) South 74 degrees 31 minutes 30 seconds West 100.00 feet, 5) South 64 degrees 56 minutes 30 seconds West 85.00 feet and 6) South 39 degrees 46 minutes 30 seconds West 45.00 feet, thence leaving Far Out Lane and continuing to run and bind on the outlines of the subject property, the six following courses and distances, viz. 7) North 41 degrees 30 minutes 30 seconds West 327.00 feet, 8) South 57 degrees 31 minutes 50 seconds West 94.49 feet, 9) North 30 degrees 52 minutes 00 seconds West 210.25 feet, 10) North 53 degrees 57 minutes 50 seconds East 191.30 feet, 11) North 59 degrees 01 minute 50 seconds East 256.80 feet, and 12) South 60 degrees 14 minutes 30 minutes East 615.22 feet to the point of beginning.

Containing 6.3336 acres of land, more or less.

This description is part of a zoning petition and is not intended for any conveyance purposes.

Bruce E. Doak Consulting, LLC
3801 Baker Schoolhouse Road
Freeland, MD 21053
410-419-4906 cell / 443-900-5535 office
bdoak@bruceedoakconsulting.com



CASE # 2019-0255-SP4

ZONING NOTICE

CASE NO. 2019-0255-SPH

2006 Far Out Lane

**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: Friday May 10, 2019 10:00 AM

REQUESTS:

**SPECIAL HEARING TO PERMIT THE NON-DENSITY TRANSFER OF
2.53 ACRES OF A 6.33 ACRE SUBJECT PROPERTY TO THE
ADJOINING PROPERTY. THE PROPERTY IS ZONED RC-2 AND THE
PROPOSED NON-DENSITY TRANSFER WILL NOT AFFECT THE
DENSITY.**

**POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES
NECESSARY TO CONVEY THE HEARING CALL 410-387-3037.**

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

THE HEARING IS HANDICAPPED ACCESSIBLE

ZONING NOTICE

CASE NO. 2019-0255-SPH

2006 Far Out Lane

**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: Friday May 10, 2019 10:00 AM

REQUESTS:

**SPECIAL HEARING TO PERMIT THE NON-DENSITY TRANSFER OF
2.53 ACRES OF A 6.33 ACRE SUBJECT PROPERTY TO THE
ADJOINING PROPERTY. THE PROPERTY IS ZONED RC-2 AND THE
PROPOSED NON-DENSITY TRANSFER WILL NOT AFFECT THE
DENSITY.**

**POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES
NECESSARY. TO CONFIRM THE HEARING CALL 410-807-3391.**

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

THE HEARING IS HANDICAPPED ACCESSIBLE

**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:

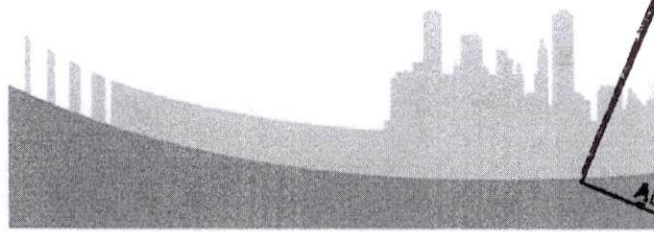
Case Number: 2019-0255-SP4
Property Address: 2006 FAR OUT LANE
Property Description: 6.33 ACRE PARCEL ON NORTHWEST SIDE OF
FAR OUT LANE
Legal Owners (Petitioners): FLYING J RANCH LLC
Contract Purchaser/Lessee: _____

PLEASE FORWARD ADVERTISING BILL TO:

Name: ANDY KRAUSE
Company/Firm (if applicable): _____
Address: 1940 AKEHURST ROAD
SPARKS MD 21152

Telephone Number: 410-472-2857

Revised 5/20/2014



CERTIFICATE OF POSTING

April 24, 2019
May 8, 2019 amended for second inspection

Re:
Zoning Case No. 2019-0255-SPH
Legal Owner: Flying J Ranch, LLC
Hearing date: May 10, 2019

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 two necessary signs required by law were posted conspicuously on the property located at 2006 Far Out Lane.

The signs were initially posted on April 18, 2019.

The subject property was also inspected on May 8, 2019.

Sincerely,

Bruce E. Doak
MD Property Line Surveyor #531

See the attached sheets for the photos of the posted signs

Bruce E. Doak Consulting, LLC
3801 Baker Schoolhouse Road
Freeland, MD 21053
410-419-4906 cell / 443-900-5535 office
bdoak@bruceedoakconsulting.com

ZONING NOTICE

CASE NO. 2019-0255-SPH

2006 Far Out Lane

**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: Friday May 10, 2019 10:00 AM

REQUESTS:

**SPECIAL HEARING TO PERMIT THE NON-DENSITY TRANSFER OF
2.53 ACRES OF A 6.33 ACRE SUBJECT PROPERTY TO THE
ADJOINING PROPERTY. THE PROPERTY IS ZONED RC-2 AND THE
PROPOSED NON-DENSITY TRANSFER WILL NOT AFFECT THE
DENSITY.**

**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

ZONING NOTICE

CASE NO. 2019-0255-SPH

2006 Far Out Lane

**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: Friday May 10, 2019 10:00 AM

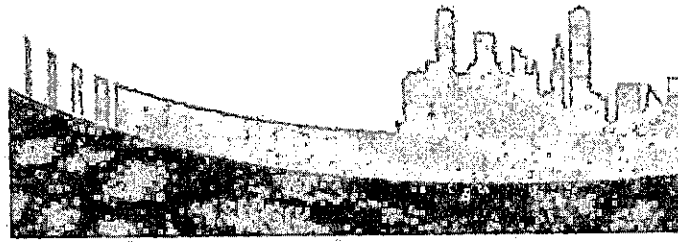
REQUESTS:

**SPECIAL HEARING TO PERMIT THE NON-DENSITY TRANSFER OF
2.53 ACRES OF A 6.33 ACRE SUBJECT PROPERTY TO THE
ADJOINING PROPERTY. THE PROPERTY IS ZONED RC-2 AND THE
PROPOSED NON-DENSITY TRANSFER WILL NOT AFFECT THE
DENSITY.**

**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



CERTIFICATE OF POSTING

April 24, 2019

_____ amended for second inspection

Re:

Zoning Case No. 2019-0255-SPH

Legal Owner: Flying J Ranch, LLC

Hearing date: May 10, 2019

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 two necessary signs required by law were posted conspicuously on the property located at 2006 Far Out Lane.

The signs were initially posted on April 18, 2019.

The subject property was also inspected on _____.

Sincerely,

Bruce E. Doak
MD Property Line Surveyor #531

See the attached sheets for the photos of the posted signs

Bruce E. Doak Consulting, LLC
3801 Baker Schoolhouse Road
Freeland, MD 21053
410-419-4906 cell / 443-900-5535 office
bdoak@bruceedoakconsulting.com

The Daily Record

11 East Saratoga Street
 Baltimore, MD 21202-2199
 (443) 524-8100

<http://www.thedailyrecord.com>

PUBLISHER'S AFFIDAVIT

We hereby certify that the annexed advertisement was published in **The Daily Record**, a daily newspaper published in the State of Maryland 1 times on the following dates:

4/19/2019

Order #: 11729208
 Case #: 2019-0255-SPH
 Description:

NOTICE OF ZONING HEARING CASE NUMBER:
 2019-0255-SPH



Darlene Miller, Public Notice Coordinator
 (Representative Signature)

Baltimore County**NOTICE OF ZONING HEARING**

The Administrative Law Judge of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 2019-0255-SPH

2006 Far Out Lane

NW/4 Far Out Lane, 1500 ft. s/w of Yeoho Road

5th Election District - 3rd Councilmanic District

Legal Owners: Flying J Ranch, LLC

Special Hearing to permit the non-density transfer of 2.53 acres of 6.33 subject property to the adjoining property. The property is zoned RC-2 and the proposed non-density transfer will not affect the density.

Hearing: Friday, May 10, 2019 at 10:00 a.m. in Room 205, Jefferson Building, 105 West Chesapeake Avenue, Towson 21204

Mike Mohler

Director of Permits, Approvals and Inspections for Baltimore County

NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.

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

ap19

TO: THE DAILY RECORD
Friday, April 19, 2019 - Issue

Please forward billing to:
Andy Krause
1940 Akehurst Road
Sparks, MD 21152

410-472-2857

NOTICE OF ZONING HEARING

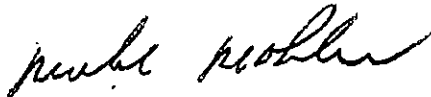
The Administrative Law Judge of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 2019-0255-SPH

2006 Far Out Lane
NW/s Far Out Lane, 1500 ft. s/w of Yeoho Road
5th Election District -- 3rd Councilmanic District
Legal Owners: Flying J Ranch, LLC

Special Hearing to permit the non-density transfer of 2.53 acres of 6.33 subject property to the adjoining property. The property is zoned RC-2 and the proposed non-density transfer will not affect the density.

Hearing: Friday, May 10, 2019 at 10:00 a.m. in Room 205, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204



Mike Mohler
Director of Permits, Approvals and Inspections for Baltimore County

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

RE: PETITION FOR SPECIAL HEARING
2006 Far Out Lane; NW/S of Far Out Lane,
1500' SW of c/line of Yeoho Road
9th Election & 5th Councilmanic Districts
Legal Owner(s): Flying J Ranch LLC
Petitioner(s)

* BEFORE THE OFFICE
* OF ADMINISTRATIVE
* HEARINGS FOR
* BALTIMORE COUNTY
* 2019-255-SPH

* * * * *

ENTRY OF APPEARANCE

Pursuant to Baltimore County Charter § 524.1, please enter the appearance of People's Counsel for Baltimore County as an interested party in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and the passage of any preliminary or final Order. All parties should copy People's Counsel on all correspondence sent and all documentation filed in the case.

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S Demilio

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

RECEIVED

MAR 13 2019

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 13th day of March, 2019, a copy of the foregoing Entry of Appearance was mailed to Bruce Doak, 3801 Baker Schoolhouse Road, Freeland, Maryland 21053, Representative for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

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

No. **181903**

Date: **3/4/19**

PAID RECEIPT

BUSINESS ACTUAL TIME DRW
 3/05/2019 3/04/2019 10:00:54 1

REG WSD1 WALKIN LJR
 >>RECEIPT # 835583 3/04/2019 OFLN

Dept 5 528 ZONING VERIFICATION

NO. 181903

Recpt Tot \$ 75.00
 75.00 CK .00 CA

Baltimore County, Maryland

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

Total: **\$ 75-**

Rec From:

For:

2006 FAR OUT LANE
2019-0255-SPH

**CASHIER'S
 VALIDATION**

DISTRIBUTION

WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER GOLD - ACCOUNTING

PLEASE PRESS HARD!!!!



JOHN A. OLSZEWSKI, JR.
County Executive

MICHAEL MOHLER, *Director*
Department of Permits,
Approvals & Inspections

May 1, 2019

Flying J Ranch LLC
1940 Akehurst Road
Sparks MD 21152

RE: Case Number: 2019-0255-SPH, 2006 Far Out Lane

To Whom It May Concern:

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits, Approvals, and Inspection (PAI) on March 4, 2019. 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, appearing to read "W. Carl Richards, Jr.", is written over the typed name.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR/kl

Enclosures

c: People's Counsel
Bruce E. Doak 3801 Baker Schoolhouse Road Freeland MD, 21053

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE MEMORANDUM

TO: Mike Mohler
Acting Director, Department of Permits, Approvals and Inspections

DATE: 3/26/2019

FROM: Jeff Mayhew
Acting Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
Case Number: 19-255



INFORMATION:

Property Address: 2006 Far Out Lane
Petitioner: Flying J Ranch, LLC
Zoning: RC 2
Requested Action: Special Hearing

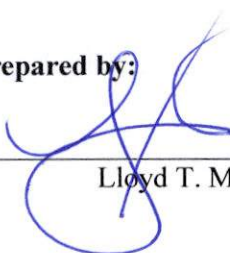
The Department of Planning has reviewed the petition for a special hearing to permit the non-density transfer of 2.53 acres of a 6.33 acre subject property zoned RC2 to the adjoining property. The recipient tract at 1940 Akehurst Road, tax identification number 0502020480 (aka 2121 Abell Lane), is the subject of zoning case 01-410-SPH wherein the Deputy Zoning Commissioner confirmed the non-conforming use of an apartment building.

The Department does not object to granting the petitioned zoning relief conditioned upon the following:

- Petitioners shall demonstrate to the satisfaction of the Administrative Law Judge whether or not the non-density transfer expands the non-conforming use associated with the recipient property.

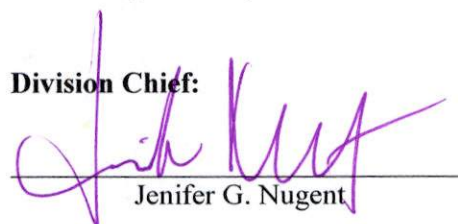
For further information concerning the matters stated herein, please contact Lloyd Moxley at 410-887-3480.

Prepared by:



Lloyd T. Moxley

Division Chief:



Jenifer G. Nugent

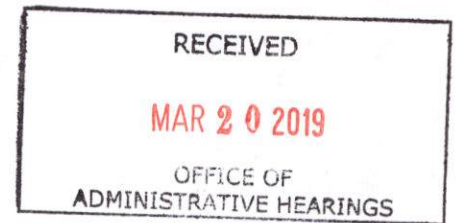
JM/JGN/LTM/

c: Joseph Wiley
Bruce E. Doak, Bruce E. Doak Consulting, LLC
Office of the Administrative Hearings
People's Counsel for Baltimore County

5-10-19

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: March 20, 2019

SUBJECT: DEPS Comment for Zoning Item # 2019-0255-SPH
Address 2006 Far Out Lane
(Flying J. Ranch, LLC Property)

Zoning Advisory Committee Meeting of **March 18, 2019**.

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

Reviewer: Steve Ford

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Michael Mohler, Acting Director
Department of Permits, Approvals

DATE: March 29, 2019

FROM: *MD*
Vishnu Desai, Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
For March 18, 2019
Item No. 2019-0253-SPHA, 0254-SPH, 0255-SPH, 0257-A, 0259-SPHA,
0260-SPHA, 0261-A, 0262-A, 0263-X & 0264-SPH

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

*

*

*

*

*

VKD: cen
cc: file

MDOT
MARYLAND DEPARTMENT
OF TRANSPORTATION
STATE HIGHWAY
ADMINISTRATION

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Pete K. Rahn
Secretary
Gregory Slater
Administrator

Date: 3/13/19

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

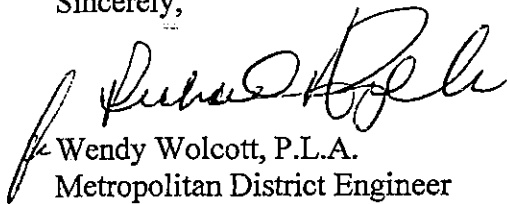
Dear Ms. Lewis:

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. 2019-0255 SPH.

*Special Hearing
Flying F Ranch LLC
2006 Far Out Lane.*

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, P.L.A.
Metropolitan District Engineer
Maryland Department of Transportation
State Highway Administration
District 4 - Baltimore and Harford Counties

WW/RAZ

C H E C K L I S TComment
ReceivedDepartmentSupport/Oppose/
Conditions/
Comments/
No Comment

3/29

DEVELOPMENT PLANS REVIEW
(if not received, date e-mail sent _____)

N/C

3/20

DEPS
(if not received, date e-mail sent _____)

N/C

FIRE DEPARTMENT

3/26

PLANNING
(if not received, date e-mail sent _____)No objection
w/conds.

3/13

STATE HIGHWAY ADMINISTRATION

No Objection

TRAFFIC ENGINEERING

COMMUNITY ASSOCIATION

ADJACENT PROPERTY OWNERS

ZONING VIOLATION

(Case No. _____)

PRIOR ZONING

(Case No. _____)

NEWSPAPER ADVERTISEMENT

Date:

4/19/19

SIGN POSTING (1st)

Date:

4/18/19

by Dook

SIGN POSTING (2nd)

Date:

5/8/19

by Dook

PEOPLE'S COUNSEL APPEARANCE

Yes



No



PEOPLE'S COUNSEL COMMENT LETTER

Yes



No



Comments, if any: _____

Debra Wiley

From: Debra Wiley
Sent: Thursday, July 2, 2020 4:06 PM
To: 'Carroll Holzer'; 'Robert Porter'
Cc: 'DAVID RONGIONE'; 'katticks@gmail.com'; Donna Mignon
Subject: Case No. 2019-0255-SPH - 2006 Far Out Lane
Attachments: 20200702155723011.pdf

Counsel,

Please find attached the Opinion and Order for the above-referenced matter.

Have a great and safe weekend !

Debra Wiley, Legal Administrative Secretary Baltimore County Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 103
Towson, Maryland 21204
410-887-3868

-----Original Message-----

From: adminhearingscpr@baltimorecountymd.gov <adminhearingscpr@baltimorecountymd.gov>
Sent: Thursday, July 2, 2020 3:57 PM
To: Debra Wiley <dwiley@baltimorecountymd.gov>
Subject: Message from "RNP002673F6C9D3"

This E-mail was sent from "RNP002673F6C9D3" (MP 3055).

Scan Date: 07.02.2020 15:57:22 (-0400)
Queries to: adminhearingscpr@baltimorecountymd.gov

Zoning Case History Database

 Home

 Hearings Calendar

 Reports
☐ Yes☒ No☐

Unknown

☐ Yes☒ No☐

Unknown

 DWILEY☐ Yes☒ No☐

Unknown

Tax Account Information

Create

	Tax Account Number	Deed Book	Deed Folio
	05-02-020482	00552	-

Related Cases

Create New Re



No Related Cases
Found

Violation Cases

Create New \



No Violation Cases
Found

Conc Cases

No C

Miscellaneous Notes

Miscellaneous Note

Per ALJ Beverungen on May 10, 2019, case was opened & continued on May 10, 2019 at request of counsel. Messrs. Holzer & Porter sought continuance to have time to meet with their clients & hopefully reach an agreement that would resolve the case. Two neighbors were copied on memo that were not represented by Holzer and requested that they be copied on any future correspondence. Since OAH has not heard from counsel, file is being returned to Zoning on August 12, 2019.

08

Paul-

Mr. Holzer can make himself available to speak to you if you have any questions / concerns.

Deb

Debra Wiley

From: Debra Wiley
Sent: Monday, June 29, 2020 11:08 AM
To: 'Carroll Holzer'
Subject: Case No. 2019-0255-SPH - 2006 Far Out Lane

Contacted Holzer's
re- 6/29 10:55
AM
No answer or
V.M.

Good Morning,

Hope this finds you well.

Tried to call your office in reference to the above but was unable to leave a voice mail.

If you get a moment, can you please contact our office.

Thanks and be safe.

Debra Wiley, Legal Administrative Secretary
Baltimore County Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 103
Towson, Maryland 21204
410-887-3868

Debra Wiley

From: Robert Porter <bporter@porterlawllc.com>
Sent: Monday, June 29, 2020 12:01 PM
To: Debra Wiley
Cc: Carroll Holzer
Subject: Case No. 2019-0255 SPH (Far Out Lane)
Attachments: Order Draft 06.23.20.docx

RECEIVED

JUN 29 2020

OFFICE OF
ADMINISTRATIVE HEARINGS

CAUTION: This message from bporter@porterlawllc.com originated from a non Baltimore County Government or non BCPL email system. Hover over any links before clicking and use caution opening attachments.

Ms. Wiley,

Per your discussion with Mr. Holzer, attached please find a draft of the Opinion and Order in the referenced case. Thank you for your assistance; please feel free to contact me if I may provide additional information.

All the best,

Bob



Robert D. Porter
Porter Law LLC
222 Courthouse Court, Suite 3-I
Towson, MD 21204
Phone: 443-465-9252
Fax: 443-541-4688
E-mail: bporter@porterlawllc.com

NOTICE: The information contained in and attached to this e-mail transmission is intended by Porter Law LLC for the use of the named individual or entity to which it is directed. This transmission may contain information that is legally privileged or otherwise confidential, and it is not intended for transmission to, or receipt by, anyone other than the named addressee or a person authorized by the addressee to receive it. If the reader is not the intended recipient or not authorized by the intended recipient to receive it, you are notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this transmission in error, please delete it from your system without copying or forwarding it and notify the sender of the error by reply email or by calling Porter Law LLC at 443-465-9252.

U.S. Treasury Circular 230 Notice: Any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (a) avoiding penalties that may be imposed under the Internal Revenue Code or by any other applicable tax authority; or (b) promoting, marketing or recommending to another party any tax-related matter addressed herein.

Porter Law LLC provides this disclosure on all outbound e-mails to assure compliance with new standards of professional practice, pursuant to which certain tax advice must satisfy requirements as to form and substance.

**IN RE: PETITION FOR SPECIAL HEARING
(2006 Far Out Lane)**

5th Election District
3rd Councilmanic District

* BEFORE THE
* OFFICE OF
* ADMINISTRATIVE
* HEARINGS FOR
* BALTIMORE COUNTY
*
* Case No.: 2019-0255-SPH
*

* * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings (“OAH”) for consideration of a Petition for Special Hearing filed on behalf of The Flying J Ranch, LLC, legal owner (“Petitioner”). The Special Hearing was filed pursuant to Section 500.7 of the Baltimore County Zoning Regulations (“BCZR”) seeking a declaration to permit the non-density transfer of 2.53 acres of a 6.33 acre subject property to the adjoining property owned by Beste Pond Farm, LLC (“Beste”). The subject property and Beste’s property are zoned Resource Conservation (RC 2), and the proposed non-density transfer will not alter the density of the Petitioner’s property or Beste’s property. The public hearing on the Petition opened on May 10, 2019 before Administrative Law Judge Beverungen. Robert Porter, Esquire represented the Petitioner. J. Carroll Holzer, Esquire, represented a number of the adjacent property owners, Protestants. A site plan was marked and admitted as Petitioner’s Exhibit #1. The site plan filed with the Petition was revised to reflect a change in the location of the proposed lot line pursuant to an agreement of the Petitioner and the Protestants. The Petition was advertised and posted as required by the BCZR. No substantive Zoning Advisory Comments were received from any of the County reviewing agencies.

Prior to any testimony at the public hearing, the Protestants voiced their primary concerns with the Petition. The concerns included anticipated impacts that the proposed non-density transfer and lot line adjustment would have on Far Out Lane, a private use-in-common lane, increased traffic, utilization of Far Out Lane for access to and from Akehurst Lane, a public road, and potential disturbance to their secluded, peaceful enjoyment of their properties. Recognizing the issues and concerns of the parties, ALJ Beverungen granted a joint motion for a continuance to give the Petitioner and the Protestants the opportunity to reach agreement and to achieve a resolution of the parties' concerns prior to continuing the hearing. Per the recorded notes of ALJ Beverungen on May 10, 2019,

"case was opened & continued on May 10, 2019 at request of counsel. Messrs. Holzer & Porter sought continuance to have time to meet with their clients & hopefully reach an agreement that would resolve the case. Two neighbors were copied on memo that were not represented by Holzer and requested that they be copied on any future correspondence".

After several months of discussion, the Petitioner and the Protestants reached agreement through an executed Memorandum of Understanding ("MOU"). A redacted copy of the signed MOU was entered into evidence as Petitioner's Exhibit #2.

Mr. Dave Rongione, one of the neighbors who is not represented by Mr. Holzer, requested a hearing by e-mail dated January 17, 2020. After further discussion between and among the parties, Mr. Rongione withdrew his opposition to the Petition.

By a joint Statement and Motion filed on June 24, 2020, the Petitioner and the Protestants moved to amend the Petition and to enter the revised plan to accompany the Petition as Petitioner's Exhibit #3.

The record in this case shows that the Petitioner's property adjoins Beste's property, and the driveway that provides ingress, egress and access to the Beste property is located, in part, on the Petitioner's property. The Petitioner and Beste desire to adjust a common lot line between their properties to remove the driveway encroachment and to provide a buffer between the residence that is located on Beste's property and any future development of the Petitioner's property that remains after the lot line adjustment. Pursuant to the MOU, the parties have reached agreement to resolve their concerns.

Pursuant to the Petition, as amended, the Petitioner is requesting approval of a lot line adjustment pursuant to a non-density transfer by the Petitioner to Beste. Baltimore county Code Section 32-4-106(a)(1)(vii) defines "lot line adjustment" as follows:

For purposes of this subsection, "lot line adjustment" means one or more alterations of a divisional property line or lines between two or more lots in common ownership or by agreement of the owners, provided that the alteration does not result in an increase or decrease in the number of lots and there is no increase in total residential density available to the lots considered as a whole.

After consideration of the evidence presented and the agreement of the parties, I find that the requested relief is in keeping with the spirit and intent of the BCZR:

THEREFORE, IT IS ORDERED this ____ day of _____, 2020 by this Administrative Law Judge, that the Petition for Special Hearing seeking a lot line adjustment subject to a non-density transfer complies with Baltimore County Code, regulations and policy and is hereby GRANTED, subject to the following conditions:

1. The lot line adjustment subject to a non-density transfer is approved as to that area of the Petitioner's property which is designated as "Proposed Non-Density Area of Conveyance" on Petitioner's Exhibit #3. The lot line adjustment shall be reflected in a lot line adjustment deed by the Petitioner unto Beste, and in a confirmatory deed by Beste to consolidate the "Proposed Non-Density Area of Conveyance" with Beste's property (1940 Akehurst Drive, Tax Account 05-02-020480; Tax Map 27, Parcel 183). A copy of this Order and Petitioner's Exhibit #3 shall be recorded with the lot line adjustment deed from the Petitioner unto Beste.
2. No density units or development rights shall convey pursuant to the lot line adjustment deed from the Petitioner to Beste. The two existing density units associated with the RC2 zoning of the Petitioner's property shall remain with the Petitioner's property after the lot line adjustment subject to a non-density transfer.
3. The Petitioner may apply for necessary permits and/or licenses upon receipt of this Order. However, the Petitioner is hereby made aware that proceeding at this time is at its risk until thirty (30) days from the date hereof, during which time an appeal can be file by any party. If for whatever reason this Order is reversed, the Petitioner would be required to return the subject property to its original condition.

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

Paul M. Mayhew,
Managing Administrative Law Judge
Baltimore County



P.O. BOX 367
PHOENIX, MD 21131
443.465.9252
RPORTER@PORTERLAWLLC.COM



June 24, 2020

By Hand Delivery

The Honorable Paul M. Mayhew
Managing Administrative Law Judge
The Jefferson Building
111 West Chesapeake Avenue, Suite 105
Towson, Maryland 21204

Re: Settlement of Case No.: 2019-0255 SPH

Dear Judge Mayhew:

Enclosed for your review and consideration are the following in connection with the referenced matter:

1. Petitioner and Protestants Statement and Motion;
2. Draft Opinion and Order;
3. Mr. Holzer's Notification to Parties in Interest; and
4. Mr. Holzer's Affidavit and Accompanying Documents.

We respectfully request that you review the enclosures and contact either the undersigned or Mr. Holzer at your convenience if we may provide additional information in support of this matter. If the enclosures are acceptable and in order, we respectfully request that you enter an Opinion and Order in substantially the same form that is enclosed herewith.

Thank you for your consideration of this matter.

Very respectfully submitted,

Robert D. Porter

RDP/tbs

Encl.

cc: Via e-mail; w/encl.
Beste Pond Farm, LLC
J. Carroll Holzer, Esquire

**IN RE: PETITION FOR SPECIAL HEARING
(2006 Far Out Lane)**

5th Election District
3rd Councilmanic District

* BEFORE THE
* OFFICE OF
* ADMINISTRATIVE
* HEARINGS FOR
* BALTIMORE COUNTY
*
* Case No.: 2019-0255-SPH
*

* * * * *

PETITIONER AND PROTESTANTS
STATEMENT AND MOTION

Petitioner, by Robert D. Porter, Porter Law LLC, and Protéstants, by J. Carroll Holzer, Esquire, J. Carroll Holzer, P.A., hereby present for the Administrative Law Judge’s consideration this Statement and Motion and the attached Opinion and Order. In support of this joint Statement and Motion the Petitioner and the Protestants state as follows:

The Petitioner is the owner of approximately 6.33 acres of land that is located on Far Out Lane in Baltimore County. Beste Pond Farm LLC (“Beste”) owns certain land that adjoins the subject property and is located at 1940 Akehurst Road. Both the subject property and Beste’s property are zoned Resource Conservation 2 (RC2). Noreen Krause is the sole member of the Petitioner, and Andrew Krause, Noreen’s husband, is the sole member of Beste. Mr. and Mrs. Krause reside on Beste’s property. The driveway that provides ingress, egress and access to the Krause’s residence is located in part, on the Petitioner’s property. The Petitioner and Beste desire to adjust a common lot line between their properties to remove the driveway encroachment and to provide a buffer between the Krause’s residence and any future development of the subject property.

The Petitioner filed a Petition for Special Hearing seeking approval to permit the non-density transfer of approximately 2.53 acres of the Petitioner's property to Beste. The Petitioner also sought to confirm that the subject property retains two density units following the non-density transfer.

The public hearing on the Petition opened before Administrative Law Judge Beverungen ("ALJ Beverungen") on May 10, 2019. At the hearing the Protestants expressed their concerns regarding what could occur if ALJ Beverungen approved the Petition and confirmed the existence of two density units on the remaining land of the Petitioner. The Protestants' concerns included increased traffic on Far Out Lane, which is a private use-in-common lane, and use of the Petitioner's remaining land for vehicular access from and between Far Out Lane and Akehurst Road, a public road.

After discussion before ALJ Beverungen, counsel for the parties moved that the hearing be continued to allow the parties time to reach an agreement that would resolve the case. ALJ Beverungen granted the motion and continued the case.

The parties have reached an agreement that resolves their concerns and confirmed their agreement in a Memorandum of Understanding dated December 23, 2019 (the "MOU"). A redacted copy of the MOU is attached hereto as Exhibit A, and the parties request that the MOU be entered as Petitioner's Exhibit #2 in the record of this case. Pursuant to the MOU, the parties agreed, in part, as follows:

1. The Petitioner will request that the Administrative Law Judge in this case allow the Petitioner to amend the Petition for Special Hearing to request (a) approval of a lot line adjustment subject to a non-density transfer from the Petitioner to Beste and (b) confirmation that the Petitioner's property remaining after the lot line adjustment subject to non-density transfer retains two density units/development rights.

2. The Petitioner will modify the Plan to accompany the Petition to reduce the area of the Petitioner's property that is subject to the requested lot line adjustment subject to non-density transfer. The area of the Petitioner's property that is the subject of the Petition for Special Hearing is the area that is designated as "Proposed Non-Density Transfer Area of Conveyance" on the Plan to Accompany the Petition. Attached hereto as Exhibit B is the revised Plan to which the parties have agreed. The parties respectfully request that the attached Plan be accepted as Petitioner's Exhibit #3 and be entered in the record of this case.

3. The Petitioner will request that the Administrative Law Judge in this case grant the requested relief as a lot line adjustment subject to non-density transfer on the conditions that (a) the Proposed Non-Density Transfer Area of Conveyance is transferred by the Petitioner to Beste pursuant to a Lot Line Adjustment Deed and (b) Beste record a Confirmatory Deed to consolidate the Proposed Non-Density Transfer Area of Conveyance with Beste's property located at 1940 Akehurst Drive (Tax Account #05-02-020480; Tax Map 27, Parcel 183).

4. The Petitioner will request that the Administrative Law Judge approve the Petition on the condition that the transfer of the Proposed Non-Density Area of Conveyance by the Petitioner to Beste shall convey no density units or development rights from the Petitioner's property, which retains the two existing density units/development rights associated with the RC-2 zoning of the Petitioner's property.

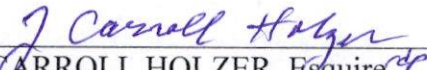
5. Mr. Dave Rongione, who owns property adjacent to the subject property, requested a hearing on this matter by e-mail addressed to ALJ Beverungen dated January 17, 2020. A copy of Mr. Rongione's email is attached hereto as Exhibit C. Clients and Counsel negotiated with Mr. Rongione and his counsel in an effort to resolve his concerns. By e-mail dated June 22, 2020, addressed to one of Mr. Holzer's clients, Mr. Rongione agreed to withdraw his opposition to the Petition. A copy of Mr. Rongione's e-mail is attached hereto as Exhibit D. By e-mail dated June 9, 2020, Mr. Rongione's counsel withdrew from his representation. A copy of counsel's e-mail is attached hereto as Exhibit E.

6. The Petitioner has requested the lot line adjustment subject to non-density transfer to cure a driveway encroachment and to provide a buffer between the Krause residence and the remaining land of the Petitioner. Because the lot line adjustment will be completed pursuant to a non-density transfer, granting the Petition will result in no additional density for either the Petitioner's remaining property or Beste's property. The Petitioner submits that the Plan satisfies the applicable requirements and that the requested relief is in keeping with the spirit and intent of the Baltimore County Zoning Regulations and merits approval.

MOTION

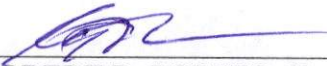
WHEREFORE, The Petitioner and the Protestants, having reached agreement on the terms set forth herein pursuant to the MOU, respectfully request that the Administrative Law Judge enter an Opinion and Order in this case consistent with the agreements of the parties pursuant to Section 500.7 of the Baltimore County Zoning Regulations.

Respectfully submitted,



J. CARROLL HOLZER, Esquire
J. CARROLL HOLZER, P.A.
508 Fairmount Avenue
Towson, Maryland 21286
410-825-6961
jcholzer38@gmail.com

Attorney for Protestants



ROBERT D. PORTER, Esquire
PORTER LAW LLC
222 Courthouse Court
Suite 3-I
Towson, Maryland 21204
443-465-9252
bporter@porterlawllc.com

Attorney for Petitioner

MEMORANDUM OF UNDERSTANDING
REGARDING
2008 FAR OUT LANE

This Memo of Understanding (referred to herein as "MOU") pertains to the exchange of interests of The Flying J. Ranch, LLC (referred to herein as "FJR") and Far Out Lane Neighbors (referred to herein as "FOLN") in and to the FJR property known as 2008 Far Out Lane (Deed Reference: SM Liber 20680, Follo 552; Tax Map 27, Parcel 197; Tax Account #05-02-020482) (referred to herein as "The Property"). Beste Pond Farm, LLC (referred to herein as "BPF") is affiliated with FJR and is the owner of property adjoining The Property. BPF and FJR are processing through Baltimore County, MD a "lot line adjustment" between the two properties.

Whereas, FJR is the owner of The Property and has filed a zoning Petition for Special Hearing with Baltimore County, Maryland for the "Non-density Transfer" of a portion of The Property (identified as the "non-density transfer area of conveyance" on Attachment "A") to the adjoining property owned by BPF with the two permitted density units/development rights of The Property being retained with the "Remaining Lot Area" owned by FJR, as that area is shown on Attachment "A", and

Whereas, the FOLN have raised concerns regarding the impact of this lot line adjustment on the Far Out Lane neighborhood, and

Whereas, FJR has been represented as being owned solely by Noreen M. Krause, and BPF has been represented as being owned solely by Andrew Krause. Andrew Krause and Noreen M. Krause are husband and wife, hence the affiliated ownership, and

Whereas, FOLN have retained J. Carroll Holzer, Esq., to represent their interests and act as their agent, and

Whereas, Andrew Krause, on behalf of FJR, his wife, and BPF has been negotiating a resolution of the Special Hearing Petition and issues regarding The Property with J. Carroll Holzer, as agent for FOLN, and

Whereas, FJR is willing to convey the Remaining Lot Area of the Property to FOLN after the Petition for Special Hearing, now in process with Baltimore County, has been favorably approved by the Administrative Law Judge (herein after referred to as "ALJ") of Baltimore County and is unappealable in accordance with this MOU, and

Whereas, FOLN is willing to acquire the Remaining Lot Area of The Property with the two permitted density units/development rights after such approval is granted and is unappealable in accordance with this MOU.

Now, therefore, effective December ____, 2019, FJR, BPF, and FOLN agree as follows:

1. FJR and FOLN have established a mutually agreeable line of division between the "Proposed Non-Density Transfer Area of Conveyance" and The Property, as shown on Attachment "A" to this MOU.

2. FJR shall request a resumption of the hearing process on the Petition for Special Hearing with the objective of obtaining a favorable opinion and order by the ALJ with the following specific conditions:

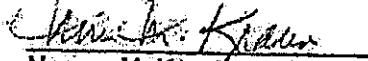
- a. The PLAN TO ACCOMPANY A ZONING PETITION FOR THE FLYING J RANCH LLC PROPERTY, presently submitted as an exhibit of the pending petition, shall be amended through "red line" to reflect the line of division, mutually agreed to and as shown on Attachment "A" hereto. This will be the proposed "Lot Line Adjustment" to be approved by the ALJ.
 - b. FJR shall request that the ALJ shall condition his approval that the area shown as "Proposed Non-Density Transfer Area of Conveyance" on the red-lined Plan to accompany the petition be included in the BPF Property (1940 Akehurst Drive, Tax Account #0502020480; Tax Map 27, Parcel 183; Deed Liber 20296, Folio 672) through the recording of one or more deeds among the Land Records. FJR also shall request that the ALJ confirm in his approval that no density units/development rights are assigned or transferred to the "Proposed Non-Density Transfer Area of Conveyance" of The Property after the Lot Line Adjustment.
 - c. The ALJ shall include in the Order that two deeds relative to the "Proposed Non-Density Transfer Area of Conveyance" shall be prepared and recorded: 1.) a "Lot Line Adjustment Deed" from FJR to BPF for the "Proposed Non-Density Transfer Area of Conveyance" of The Property, (Attachment "B") and 2.) a "Confirmatory Deed" consolidating the "Proposed Non-Density Transfer Area of Conveyance" with the BPF Property (1940 Akehurst Drive, Tax Account #0502020480; Tax Map 27, Parcel 183; Deed Liber 20296, Folio 672). (Attachment "C")
 - d. Intentionally omitted.
 - e. The ALJ shall affirm that the change in property area as delineated on Attachment "A" shall be deemed a "lot line adjustment" subject to "non-density transfer" between the FJR and BPF parcels.
 - f. The ALJ shall affirm that the two density units/development rights currently permitted on The Property by the Baltimore County Zoning Regulations shall be retained on the Remaining Lot Area of The Property which is to be conveyed to FOLN.
 - g. FOLN, FJR, and BPF shall mutually coordinate this effort by meeting with and briefing the ALJ before the continued hearing to insure the ALJ understands the actions being requested.
3. FOLN will favorably support the action before the ALJ based on all provisions of this MOU. No party hereto (including individuals represented by J. Carroll Holzer, Esq.) will appeal an Opinion and Order of the ALJ that is in accordance with the terms of this MOU. If an appeal of the ALJ's Opinion and Order is filed by a third-party, the parties to this MOU will use diligent and good faith efforts to resolve the appeal in a manner that is in keeping with the terms of this MOU; however, the parties hereto may terminate this MOU and/or pursue such other rights and remedies as may be available to them in the event of an appeal that is not timely resolved in the manner stated herein.

4. Within ninety (90) days of a favorable and unappealable Opinion and Order from the ALJ that is in accordance with this MOU, FJR will convey the "Non-Density Transfer Area of Conveyance" portion of The Property to BPF by "Lot Line Adjustment Deed", and BPF will record a "Confirmatory Deed". The form of the first deed described above is attached hereto as Attachment "B". Simultaneously with the recording of the deed from FJR, BPF will record a Confirmatory Deed to consolidate all of the property then owned by BPF in one deed and also use prompt, diligent and good faith efforts to cause the Maryland State Department of Assessments and Taxation to combine all of the property then owned by BPF in one tax account number. The form of the Confirmatory Deed for the BPF property is attached hereto as "Attachment C".
5. Within ninety (90) days of a favorable and unappealable Opinion and Order from the ALJ that is in accordance with this MOU, and subject to the terms set forth below, FJR shall convey by Special Warranty Deed, with time being of the essence, all the rights, title, and interest in and inclusive of the two (2) density units/development rights currently permitted by the Baltimore County Zoning Regulations, the **Remaining Lot Area** portion of **The Property** (approximately 4.14 acres +/- as shown on Attachment "A") to FOLN or assigns (expected to be an LLC to be created by FOLN) for the consideration of _____ without any financing contingencies. The following conditions shall apply to this conveyance:
- FOLN or assigns (LLC to be created by FOLN) shall pay closing costs, including property transfer taxes (including agricultural land transfer taxes, if any) solely on the conveyance of the "**Remaining Lot Area**" portion of **The Property** from FJR to FOLN or assigns (LLC to be created by FOLN).
 - FJR and BPF, individually or collectively, shall pay all costs for the new boundary descriptions and preparation of the deeds described above (from FJR to BPF and the Confirmatory Deed by BPF).
 - FJR and FOLN or assigns (LLC to be created by FOLN) mutually agree that no realtor is or will be involved in this transaction.
 - FOLN or its assigns (LLC to be created by FOLN) shall purchase the **Remaining Lot Area** portion of **The Property** by special warranty deed from FJR. (FOLN shall not purchase the corporate entity of FJR, i.e. the LLC).
 - FOLN shall create an LLC to acquire the **Remaining Lot Area** portion of **The Property** inclusive of the two density units/development rights.
 - FJR shall convey the **Remaining Lot Area** portion of **The Property** free and clear of any and all liens, except the lien for taxes that are not yet due and payable; and free and clear of all rights-of-way, easements, or encumbrances except those which currently exist on public record.
 - A covenant shall be included in the deed from FJR to BPF prohibiting any rights-of-way, easements, etc. across, on or through the **Remaining Lot Area** portion of **The Property** which would connect the BPF parcel (including the Non-Density Transfer Area of Conveyance) to Far Out Lane.

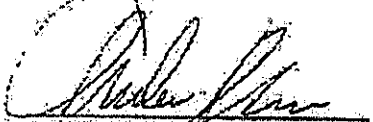
- h. The Remaining Lot Area portion of The Property shall be free and clear of any environmental easements, Forest Conservation enrollments, and/or agricultural easements of record.
- i. A restrictive covenant shall be placed on the Remaining Lot Area portion of The Property, prohibiting its use as a slaughterhouse, kennel, or shooting range. The restrictive covenant also shall prohibit the construction, installation or placement of any above-grade structure within one hundred feet (100') of the line of division between the "Proposed Non-Density Transfer Area of Conveyance" and the Remaining Lot Area as shown on Attachment "A" to this MOU.
- j. FJR shall represent and warrant that, to the best knowledge, information and belief of FJR, Noreen M. Krause and Andrew Krause, the Remaining Lot Area portion of The Property is free and clear of all environmental issues which exist in violation of Federal or State law, e.g. CERCLA, etc. Further, the Contract of Sale shall include a provision allowing FOLN to conduct a Phase I Environmental Site Assessment of the Remaining Lot Area portion of The Property at its expense during the pendency of the Contract of Sale.
- k. The conveyances contemplated herein shall be considered commercial real estate transactions and subject to normal and customary real property transfer laws and regulations of Baltimore County and the State of Maryland, pertaining thereto.
- l. Upon the determination that the ALJ's Opinion and Order is unappealable, a Contract of Sale shall be executed between the LLC created by FOLN and FJR which will, in addition to the applicable conditions of conveyance stated herein, provide agreement for curing potential liabilities related to the transaction.

{This space is left blank intentionally; the signature page follows.}

The parties hereto, agreeing to be bound by this Memo of Understanding, hereby sign and certify this action as an agreement between them for actions to be taken by them this 23rd day of December, 2019.



Noreen M. Krause,
Individually, and as Sole
Owner and Managing
Member of The Flying J.
Ranch, LLC



Andrew Krause, Individually and
as Sole Owner and Managing Member
of Beste Pond Farm, LLC

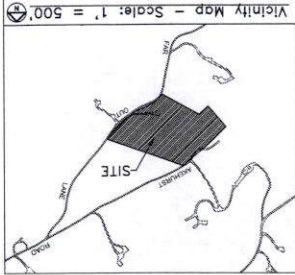
J. Carroll Holzer, Esq.
as agent for FAR OUT LANE
NEIGHBORS.

The parties hereto, agreeing to be bound by this Memo of Understanding, hereby sign and certify this action as an agreement between them for actions to be taken by them this 2nd day of December, 2019.

Noreen M. Krause,
Individually, and as Sole
Owner and Managing
Member of The Flying J.
Ranch, LLC

Andrew Krause, Individually and
as Sole Owner and Managing Member
of Beste Pond Farm, LLC


J. Carroll Holzer, Esq
as agent for FAR OUT LANE
NEIGHBORS.



Vicinity Map - Scale: 1" = 500'

EXHIBIT B **TO JOINT STATEMENT** **AND MOTION**

PETITIONER'S **EXHIBIT** **#3**

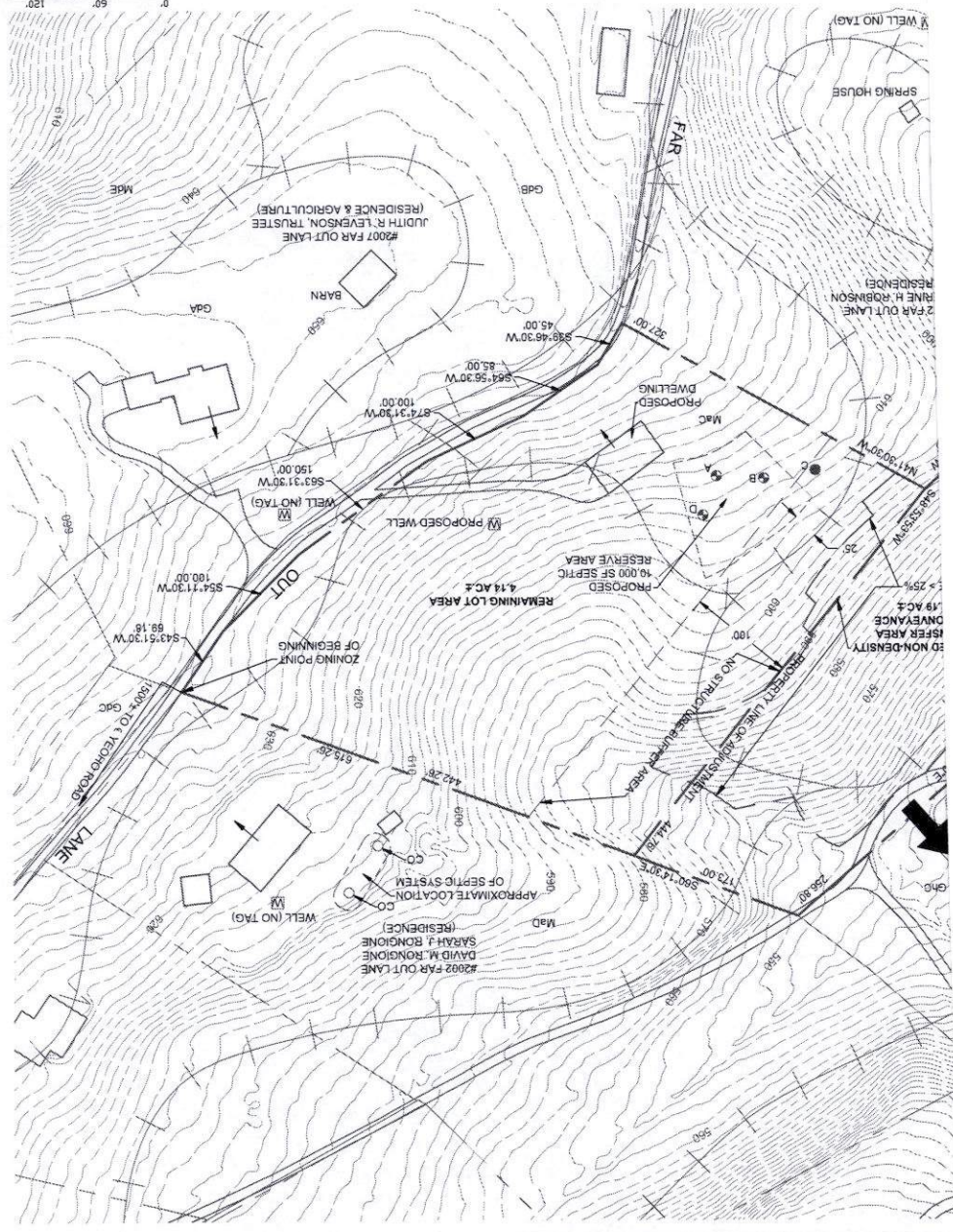
Bruce E. Doak Consulting, LLC
Land Use Expert and Surveyor
Frederick, MD 21702
3007 Blake Churchhouse Road
0-442-900-8505 or 410-419-4905
bdoak@bruceedoakconsulting.com



PLAN TO ACCOMPANY
A ZONING PETITION
FOR THE
FLYING J RANCH LLC PROPERTY
#2008 FAR OUT LANE
BALTIMORE COUNTY, MARYLAND
5th ELECTION DISTRICT 3rd CONGRESSIONAL DISTRICT

Date: 2/8/2019
Scale: 1" = 60'

REVISION
1/11/20 Added Proposed Division Line
1/16/20 Addressed Major Avenue
Comments



TO JOINT STATEMENT
AND MOTION**Robert Porter**

From: DAVID RONGIONE <daverongi@yahoo.com>
Sent: Friday, January 17, 2020 10:07 AM
To: Sherry Nuffer; Kristen L Lewis; Debra Wiley; John E. Beverungen
Cc: jcholzer38@gmail.com; Robert Porter; katticks@gmail.com
Subject: Re: Case No. 2019-255-SPH

Judge Beverungen,

When will the hearing be for this case? I understand that Mr. Holzer presented it to you that all neighbors were in agreement; however, this is not the case. Please let me know when the hearing will be.

Best regards,
David Rongione

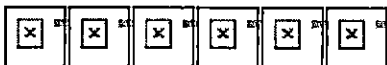
On Friday, May 10, 2019, 10:30:33 AM EDT, John E. Beverungen <jbeverungen@baltimorecountymd.gov> wrote:

The above case was scheduled for this morning at 10 am, at which time the hearing was opened and continued upon request of counsel. Messrs. Holzer and Porter sought the continuance so that they would have time to meet with their clients and hopefully reach an agreement that would resolve the case. I have also copied on this email two neighbors that are not represented by Mr. Holzer, and I would request they also be copied on any future correspondence concerning the case. Counsel will contact me when they have either reached an agreement or an impasse, at which point another hearing date will be selected to either incorporate the agreement into a final order or try the case, depending on the outcome of the settlement discussions. The file will be kept in the OAH.

John Beverungen

ALJ

CONNECT WITH BALTIMORE COUNTY



www.baltimorecountymd.gov

Robert Porter

From: Carroll Holzer <jcholzer38@gmail.com>
Sent: Monday, June 22, 2020 12:03 PM
To: Robert Porter
Subject: Fwd: From Dave Rongioni

FYI

Very truly yours,

J. Carroll Holzer

----- Forwarded message -----

From: Judie Levenson <judiedogdoc@gmail.com>
Date: Mon, Jun 22, 2020 at 10:34 AM
Subject: From Dave Rongioni
To: Carroll Holzer <jcholzer38@gmail.com>

Hi Judie, I wanted to give you an update. I'm not going to appeal the lot line adjustment and have told my attorney that I am done pursuing this matter. I was successfully able to negotiate with Andy to get him to pave the driveway for his tenants to have access to Abell lane, and to require his tenants to use Abell lane. This is what I was really after, to reduce traffic through my back yard.

Sent from my iPhone

EXHIBIT E TO JOINT STATEMENT AND MOTION

Robert Porter

From: Brett Dieck <brett.dieck@diecklaw.com>
Sent: Tuesday, June 9, 2020 7:02 AM
To: Robert Porter
Cc: Carroll Holzer
Subject: Re: Far Out Lane

All:

I no longer represent the Rongione's in this matter. It was a pleasure meeting and working with you both.

Respectfully,

Brett M. Dieck, Esq.
The Law Office of Brett M. Dieck, LLC
8 South Main Street, Mount Airy, MD 21771
443-325-7700 (phone)
443-325-7707 (fax)

CONFIDENTIALITY NOTICE

This message from The Law Office of Brett M. Dieck, LLC <<<http://www.diecklaw.com>>> contains information that may be privileged, confidential and protected from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited.

If you have received this communication in error, please reply to the sender that you have received the message in error and delete the message, or notify us immediately at 443-325-7700. Thank you.

**IN RE: PETITION FOR SPECIAL HEARING
(2006 Far Out Lane)**

5th Election District
3rd Councilmanic District

* BEFORE THE
* OFFICE OF
* ADMINISTRATIVE
* HEARINGS FOR
* BALTIMORE COUNTY
*
* Case No.: 2019-0255-SPH
*

* * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings (“OAH”) for consideration of a Petition for Special Hearing filed on behalf of The Flying J Ranch, LLC, legal owner (“Petitioner”). The Special Hearing was filed pursuant to Section 500.7 of the Baltimore County Zoning Regulations (“BCZR”) seeking a declaration to permit the non-density transfer of 2.53 acres of a 6.33 acre subject property to the adjoining property owned by Beste Pond Farm, LLC (“Beste”). The subject property and Beste’s property are zoned Resource Conservation (RC 2), and the proposed non-density transfer will not alter the density of the Petitioner’s property or Beste’s property. The public hearing on the Petition opened on May 10, 2019 before Administrative Law Judge Beverungen. Robert Porter, Esquire represented the Petitioner. J. Carroll Holzer, Esquire, represented a number of the adjacent property owners, Protestants. A site plan was marked and admitted as Petitioner’s Exhibit #1. The site plan filed with the Petition was revised to reflect a change in the location of the proposed lot line pursuant to an agreement of the Petitioner and the Protestants. The Petition was advertised and posted as required by the BCZR. No substantive Zoning Advisory Comments were received from any of the County reviewing agencies.

Prior to any testimony at the public hearing, the Protestants voiced their primary concerns with the Petition. The concerns included anticipated impacts that the proposed non-density transfer and lot line adjustment would have on Far Out Lane, a private use-in-common lane, increased traffic, utilization of Far Out Lane for access to and from Akehurst Lane, a public road, and potential disturbance to their secluded, peaceful enjoyment of their properties. Recognizing the issues and concerns of the parties, ALJ Beverungen granted a joint motion for a continuance to give the Petitioner and the Protestants the opportunity to reach agreement and to achieve a resolution of the parties' concerns prior to continuing the hearing. Per the recorded notes of ALJ Beverungen on May 10, 2019,

“case was opened & continued on May 10, 2019 at request of counsel. Messrs. Holzer & Porter sought continuance to have time to meet with their clients & hopefully reach an agreement that would resolve the case. Two neighbors were copied on memo that were not represented by Holzer and requested that they be copied on any future correspondence”.

After several months of discussion, the Petitioner and the Protestants reached agreement through an executed Memorandum of Understanding (“MOU”). A redacted copy of the signed MOU was entered into evidence as Petitioner's Exhibit #2.

Mr. Dave Rongione, one of the neighbors who is not represented by Mr. Holzer, requested a hearing by e-mail dated January 17, 2020. After further discussion between and among the parties, Mr. Rongione withdrew his opposition to the Petition.

By a joint Statement and Motion filed on June 24, 2020, the Petitioner and the Protestants moved to amend the Petition and to enter the revised plan to accompany the Petition as Petitioner's Exhibit #3.

The record in this case shows that the Petitioner's property adjoins Beste's property, and the driveway that provides ingress, egress and access to the Beste property is located, in part, on the Petitioner's property. The Petitioner and Beste desire to adjust a common lot line between their properties to remove the driveway encroachment and to provide a buffer between the residence that is located on Beste's property and any future development of the Petitioner's property that remains after the lot line adjustment. Pursuant to the MOU, the parties have reached agreement to resolve their concerns.

Pursuant to the Petition, as amended, the Petitioner is requesting approval of a lot line adjustment pursuant to a non-density transfer by the Petitioner to Beste. Baltimore county Code Section 32-4-106(a)(1)(vii) defines "lot line adjustment" as follows:

For purposes of this subsection, "lot line adjustment" means one or more alterations of a divisional property line or lines between two or more lots in common ownership or by agreement of the owners, provided that the alteration does not result in an increase or decrease in the number of lots and there is no increase in total residential density available to the lots considered as a whole.

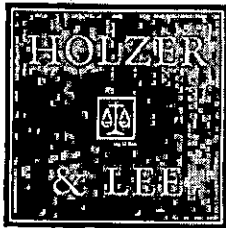
After consideration of the evidence presented and the agreement of the parties, I find that the requested relief is in keeping with the spirit and intent of the BCZR:

THEREFORE, IT IS ORDERED this ____ day of _____, 2020 by this Administrative Law Judge, that the Petition for Special Hearing seeking a lot line adjustment subject to a non-density transfer complies with Baltimore County Code, regulations and policy and is hereby GRANTED, subject to the following conditions:

1. The lot line adjustment subject to a non-density transfer is approved as to that area of the Petitioner's property which is designated as "Proposed Non-Density Area of Conveyance" on Petitioner's Exhibit #3. The lot line adjustment shall be reflected in a lot line adjustment deed by the Petitioner unto Beste, and in a confirmatory deed by Beste to consolidate the "Proposed Non-Density Area of Conveyance" with Beste's property (1940 Akehurst Drive, Tax Account 05-02-020480; Tax Map 27, Parcel 183). A copy of this Order and Petitioner's Exhibit #3 shall be recorded with the lot line adjustment deed from the Petitioner unto Beste.
2. No density units or development rights shall convey pursuant to the lot line adjustment deed from the Petitioner to Beste. The two existing density units associated with the RC2 zoning of the Petitioner's property shall remain with the Petitioner's property after the lot line adjustment subject to a non-density transfer.
3. The Petitioner may apply for necessary permits and/or licenses upon receipt of this Order. However, the Petitioner is hereby made aware that proceeding at this time is at its risk until thirty (30) days from the date hereof, during which time an appeal can be file by any party. If for whatever reason this Order is reversed, the Petitioner would be required to return the subject property to its original condition.

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

Paul M. Mayhew,
Managing Administrative Law Judge
Baltimore County



LAW OFFICES

J. CARROLL HOLZER, PA

J. HOWARD HOLZER,
1907-1989

THOMAS J. LEE
OF COUNSEL

THE 508 BUILDING

508 FAIRMOUNT AVE.

TOWSON, MD 21286

(410) 825-6961

FAX: (410) 825-4923

E-MAIL: JCHOLZER38@GMAIL.COM

June 26, 2020
#8280

SENT VIA E-MAIL ONLY

Ms. and Mrs. Cory Tallarico (Erin)
2012 Far Out Lane
Sparks, Maryland 21152
E-mail: erinlax13@yahoo.com
corvcuts@gmail.com

Mr. Andrew and Mr. John Elberfeld
2121 Akehurst (Far Out)
Sparks, Maryland 21152
E-mail: helberfeld@gmail.com

Mr. and Mrs. Chuck Cornell (Anne)
2000 Far Out Lane
Sparks, Maryland 21152
E-mail: bloomersinc@gmail.com

Mr. and Mrs. Stanley E. Bolt (Wanda)
1916 Akehurst Road
Sparks, Maryland 21152
E-mail: cmoppy@aol.com

Mr. and Mrs. David Rongione (Sarah)
2002 Far Out Lane
Sparks, Maryland 21152
E-mail: daverongi@yahoo.com

June 26, 2020

Page two

Mr. and Mrs. Kevin Atticks (Andrea)
1950 Far Out Lane
Sparks, Maryland 21152
E-mail: katticks@gmail.com

Ms. Judie Levenson
2007 Far Out Lane
Sparks, Maryland 21152
E-mail: judiedogdoc@gmail.com

RE: 2006 Far Out Lane
Case No.: 2019-0255 SPH

Dear Neighbors:

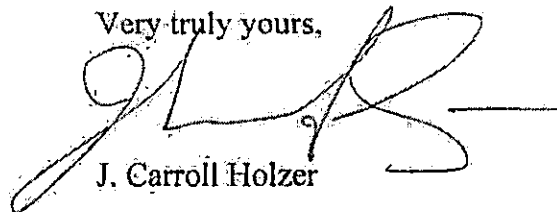
As many of you know, I have been representing most of you in regard to the case heard last May 10, 2019, before the Administrative Law Judge Beverungen. The case was postponed in order for negotiations to take place.

I am pleased to report that a resolution of the parties has been reached.

I am attaching hereto a letter to Judge Mayhew presenting Petitioner and Protestants Statement and Motion, a Draft Opinion and Order and Proof of my Notification and Affidavit.

I will also provide all Protestants a copy of the Opinion and Order upon signing by the Judge.

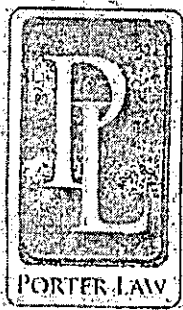
Very truly yours,



J. Carroll Holzer

JCH:mlg

Attachments



P.O. BOX 367
PHOENIX, MD 21131
443-465-0252
RPORTER@PORTERLAWLLC.COM

June 24, 2020

By Hand Delivery

The Honorable Paul M. Mayhew
Managing Administrative Law Judge
The Jefferson Building
111 West Chesapeake Avenue, Suite 105
Towson, Maryland 21204

Re: Settlement of Case No.: 2019-0255 SPH

Dear Judge Mayhew:

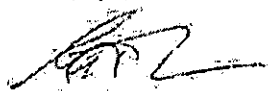
Enclosed for your review and consideration are the following in connection with the referenced matter:

1. Petitioner and Protestants Statement and Motion;
2. Draft Opinion and Order;
3. Mr. Holzer's Notification to Parties in Interest; and
4. Mr. Holzer's Affidavit and Accompanying Documents.

We respectfully request that you review the enclosures and contact either the undersigned or Mr. Holzer at your convenience if we may provide additional information in support of this matter. If the enclosures are acceptable and in order, we respectfully request that you enter an Opinion and Order in substantially the same form that is enclosed herewith.

Thank you for your consideration of this matter.

Very respectfully submitted.



Robert D. Porter

RDP/tbs

Encl.

cc: Via e-mail; w/encl.
Beste Pond Farm, LLC
J. Carroll Holzer, Esquire

EXHIBIT A

**TO JOINT STATEMENT
AND MOTION**

PETITIONER'S

EXHIBIT

#2

**MEMORANDUM OF UNDERSTANDING
REGARDING
2008 FAR OUT LANE**

This Memo of Understanding (referred to herein as "MOU") pertains to the exchange of interests of The Flying J. Ranch, LLC (referred to herein as "FJR") and Far Out Lane Neighbors (referred to herein as "FOLN") in and to the FJR property known as 2008 Far Out Lane (Deed Reference: SM Liber 20680, Folio 552; Tax Map 27, Parcel 197; Tax Account #05-02-020482) (referred to herein as "The Property"). Beste Pond Farm, LLC (referred to herein as "BPF") is affiliated with FJR and is the owner of property adjoining The Property. BPF and FJR are processing through Baltimore County, MD a "lot line adjustment" between the two properties.

Whereas, FJR is the owner of The Property and has filed a zoning Petition for Special Hearing with Baltimore County, Maryland for the "Non-density Transfer" of a portion of The Property (Identified as the "non-density transfer area of conveyance" on Attachment "A") to the adjoining property owned by BPF with the two permitted density units/development rights of The Property being retained with the "Remaining Lot Area" owned by FJR, as that area is shown on Attachment "A", and

Whereas, the FOLN have raised concerns regarding the impact of this lot line adjustment on the Far Out Lane neighborhood, and

Whereas, FJR has been represented as being owned solely by Noreen M. Krause, and BPF has been represented as being owned solely by Andrew Krause, Andrew Krause and Noreen M. Krause are husband and wife, hence the affiliated ownership, and

Whereas, FOLN have retained J. Carroll Holzer, Esq. to represent their interests and act as their agent, and

Whereas, Andrew Krause, on behalf of FJR, his wife, and BPF has been negotiating a resolution of the Special Hearing Petition and issues regarding The Property with J. Carroll Holzer, as agent for FOLN, and

Whereas, FJR is willing to convey the Remaining Lot Area of the Property to FOLN after the Petition for Special Hearing, now in process with Baltimore County, has been favorably approved by the Administrative Law Judge (herein after referred to as "ALJ") of Baltimore County and is unappealable in accordance with this MOU, and

Whereas, FOLN is willing to acquire the Remaining Lot Area of The Property with the two permitted density units/development rights after such approval is granted and is unappealable in accordance with this MOU.

Now, therefore, effective December ____, 2019, FJR, BPF, and FOLN agree as follows:

1. FJR and FOLN have established a mutually agreeable line of division between the "Proposed Non-Density Transfer Area of Conveyance" and The Property, as shown on Attachment "A" to this MOU.

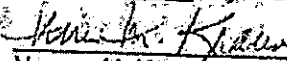
2. FJR shall request a resumption of the hearing process on the Petition for Special Hearing with the objective of obtaining a favorable opinion and order by the ALJ with the following specific conditions:
 - a. The PLAN TO ACCOMPANY A ZONING PETITION FOR THE FLYING J RANCH LLC PROPERTY, presently submitted as an exhibit of the pending petition, shall be amended through "red line" to reflect the line of division, mutually agreed to and as shown on Attachment "A" hereto. This will be the proposed "Lot Line Adjustment" to be approved by the ALJ.
 - b. FJR shall request that the ALJ shall condition his approval that the area shown as "Proposed Non-Density Transfer Area of Conveyance" on the red-lined Plan to accompany the petition be included in the BPF Property (1940 Akehurst Drive, Tax Account #0502020480; Tax Map 27, Parcel 183; Deed Liber 20296, Follo 672) through the recording of one or more deeds among the Land Records. FJR also shall request that the ALJ confirm in his approval that no density units/development rights are assigned or transferred to the "Proposed Non-Density Transfer Area of Conveyance" of The Property after the Lot Line Adjustment.
 - c. The ALJ shall include in the Order that two deeds relative to the "Proposed Non-Density Transfer Area of Conveyance" shall be prepared and recorded: 1.) a "Lot Line Adjustment Deed" from FJR to BPF for the "Proposed Non-Density Transfer Area of Conveyance" of The Property, (Attachment "B") and 2.) a "Confirmatory Deed" consolidating the "Proposed Non-Density Transfer Area of Conveyance" with the BPF Property (1940 Akehurst Drive, Tax Account #0502020480; Tax Map 27, Parcel 183; Deed Liber 20296, Follo 672). (Attachment "C").
 - d. Intentionally omitted.
 - e. The ALJ shall affirm that the change in property area as delineated on Attachment "A" shall be deemed a "lot line adjustment" subject to "non-density transfer" between the FJR and BPF parcels.
 - f. The ALJ shall affirm that the two density units/development rights currently permitted on The Property by the Baltimore County Zoning Regulations shall be retained on the Remaining Lot Area of The Property which is to be conveyed to FOLN.
 - g. FOLN, FJR, and BPF shall mutually coordinate this effort by meeting with and briefing the ALJ before the continued hearing to insure the ALJ understands the actions being requested.
3. FOLN will favorably support the action before the ALJ based on all provisions of this MOU. No party hereto (including individuals represented by J. Carroll Holzer, Esq.) will appeal an Opinion and Order of the ALJ that is in accordance with the terms of this MOU. If an appeal of the ALJ's Opinion and Order is filed by a third-party, the parties to this MOU will use diligent and good faith efforts to resolve the appeal in a manner that is in keeping with the terms of this MOU; however, the parties hereto may terminate this MOU and/or pursue such other rights and remedies as may be available to them in the event of an appeal that is not timely resolved in the manner stated herein.

4. Within ninety (90) days of a favorable and unappealable Opinion and Order from the ALJ that is in accordance with this MOU, FJR will convey the "Non-Density Transfer Area of Conveyance" portion of The Property to BPF by "Lot Line Adjustment Deed", and BPF will record a "Confirmatory Deed". The form of the first deed described above is attached hereto as Attachment "B". Simultaneously with the recording of the deed from FJR, BPF will record a Confirmatory Deed to consolidate all of the property then owned by BPF in one deed and also use prompt, diligent and good faith efforts to cause the Maryland State Department of Assessments and Taxation to combine all of the property then owned by BPF in one tax account number. The form of the Confirmatory Deed for the BPF property is attached hereto as "Attachment C".
5. Within ninety (90) days of a favorable and unappealable Opinion and Order from the ALJ that is in accordance with this MOU, and subject to the terms set forth below, FJR shall convey by Special Warranty Deed, with time being of the essence, all the rights, title, and interest in and inclusive of the two (2) density units/development rights currently permitted by the Baltimore County Zoning Regulations, the Remaining Lot Area portion of The Property (approximately 4.14 acres +/- as shown on Attachment "A") to FOLN or assigns (expected to be an LLC to be created by FOLN) for the consideration of _____ without any financing contingencies. The following conditions shall apply to this conveyance:
- FOLN or assigns (LLC to be created by FOLN) shall pay closing costs, including property transfer taxes (including agricultural land transfer taxes, if any) solely on the conveyance of the "Remaining Lot Area" portion of The Property from FJR to FOLN or assigns (LLC to be created by FOLN).
 - FJR and BPF, individually or collectively, shall pay all costs for the new boundary descriptions and preparation of the deeds described above (from FJR to BPF and the Confirmatory Deed by BPF).
 - FJR and FOLN or assigns (LLC to be created by FOLN) mutually agree that no realtor is or will be involved in this transaction.
 - FOLN or its assigns (LLC to be created by FOLN) shall purchase the Remaining Lot Area portion of The Property by special warranty deed from FJR. (FOLN shall not purchase the corporate entity of FJR, i.e., the LLC).
 - FOLN shall create an LLC to acquire the Remaining Lot Area portion of The Property inclusive of the two density units/development rights.
 - FJR shall convey the Remaining Lot Area portion of The Property free and clear of any and all liens, except the lien for taxes that are not yet due and payable; and free and clear of all rights-of-way, easements, or encumbrances except those which currently exist on public record.
 - A covenant shall be included in the deed from FJR to BPF prohibiting any rights-of-way, easements, etc. across, on or through the Remaining Lot Area portion of The Property which would connect the BPF parcel (including the Non-Density Transfer Area of Conveyance) to Far Out Lane.

- h. The Remaining Lot Area portion of The Property shall be free and clear of any environmental easements, Forest Conservation enrollments, and/or agricultural easements of record.
- i. A restrictive covenant shall be placed on the Remaining Lot Area portion of The Property, prohibiting its use as a slaughterhouse, kennel, or shooting range. The restrictive covenant also shall prohibit the construction, installation or placement of any above-grade structure within one hundred feet (100') of the line of division between the "Proposed Non-Densely Transfer Area of Conveyance" and the Remaining Lot Area as shown on Attachment "A" to this MOU.
- j. FJR shall represent and warrant that, to the best knowledge, information and belief of FJR, Noreen M. Krause and Andrew Krause, the Remaining Lot Area portion of The Property is free and clear of all environmental issues which exist in violation of Federal or State law, e.g. CERCLA, etc. Further, the Contract of Sale shall include a provision allowing FOLN to conduct a Phase I Environmental Site Assessment of the Remaining Lot Area portion of The Property at its expense during the pendency of the Contract of Sale.
- k. The conveyances contemplated herein shall be considered commercial real estate transactions and subject to normal and customary real property transfer laws and regulations of Baltimore County and the State of Maryland, pertaining thereto.
- l. Upon the determination that the ALJ's Opinion and Order is unappealable, a Contract of Sale shall be executed between the LLC created by FOLN and FJR which will, in addition to the applicable conditions of conveyance stated herein, provide agreement for curing potential liabilities related to the transaction.

{This space is left blank intentionally; the signature page follows.}

The parties hereto, agreeing to be bound by this Memo of Understanding, hereby sign and certify this action as an agreement between them for actions to be taken by them this 23rd day of December, 2019.



Noreen M. Krause,
Individually, and as Sole
Owner and Managing
Member of The Flying J.
Ranch, LLC



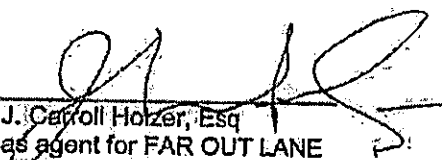
Andrew Krause, Individually and
as Sole Owner and Managing Member
of Beste Pond Farm, LLC

J. Carroll Holzer, Esq.
as agent for FAR OUT LANE
NEIGHBORS.

The parties hereto, agreeing to be bound by this Memo of Understanding, hereby sign and certify this action as an agreement between them for actions to be taken by them this 23rd day of December, 2019.

Noreen M. Krause,
Individually, and as Sole
Owner and Managing
Member of The Flying J.
Ranch, LLC

Andrew Krause, Individually and
as Sole Owner and Managing Member
of Beste Pond Farm, LLC


J. Carroll Holzer, Esq
as agent for FAR OUT LANE
NEIGHBORS.

TO JOINT STATEMENT
AND MOTION**Robert Porter**

From: DAVID RONGIONE <daverongi@yahoo.com>
Sent: Friday, January 17, 2020 10:07 AM
To: Sherry Nuffer; Kristen L Lewis; Debra Wiley; John E. Beverungen;
Cc: jchoizer38@gmail.com; Robert Porter; katticks@gmail.com
Subject: Re: Case No. 2019-255-SPH

Judge Beverungen,

When will the hearing be for this case? I understand that Mr. Holzer presented it to you that all neighbors were in agreement; however, this is not the case. Please let me know when the hearing will be.

Best regards,
 David Rongione

On Friday, May 10, 2019, 10:30:33 AM EDT, John E. Beverungen <jbeverungen@baltimorecountymd.gov> wrote:

The above case was scheduled for this morning at 10 am, at which time the hearing was opened and continued upon request of counsel. Messrs. Holzer and Porter sought the continuance so that they would have time to meet with their clients and hopefully reach an agreement that would resolve the case. I have also copied on this email two neighbors that are not represented by Mr. Holzer, and I would request they also be copied on any future correspondence concerning the case. Counsel will contact me when they have either reached an agreement or an impasse, at which point another hearing date will be selected to either incorporate the agreement into a final order or try the case, depending on the outcome of the settlement discussions. The file will be kept in the OAH.

John Beverungen

ALJ

CONNECT WITH BALTIMORE COUNTY



www.baltimorecountymd.gov

TO JOINT STATEMENT
AND MOTION

Robert Porter

From: Carroll Holzer <jcholzer38@gmail.com>
Sent: Monday, June 22, 2020 12:03 PM
To: Robert Porter
Subject: Fwd: From Dave Rongioni

FYI

Very truly yours,

J. Carroll Holzer

----- Forwarded message -----

From: Judie Levenson <judiedogdoc@gmail.com>
Date: Mon, Jun 22, 2020 at 10:34 AM
Subject: From Dave Rongioni
To: Carroll Holzer <jcholzer38@gmail.com>

Hi Judie, I wanted to give you an update. I'm not going to appeal the lot line adjustment and have told my attorney that I am done pursuing this matter. I was successfully able to negotiate with Andy to get him to pave the driveway for his tenants to have access to Abell lane, and to require his tenants to use Abell lane. This is what I was really after, to reduce traffic through my backyard.

Sent from my iPhone

EXHIBIT E
TO JOINT STATEMENT
AND MOTION

Robert Porter

From: Brett Dieck <brett.dieck@diecklaw.com>
Sent: Tuesday, June 9, 2020 7:02 AM
To: Robert Porter
Cc: Carroll Holzer
Subject: Re: Far Out Lane

All:

I no longer represent the Rongione's in this matter. It was a pleasure meeting and working with you both.

Respectfully,

Brett M. Dieck, Esq.
The Law Office of Brett M. Dieck, LLC
8 South Main Street, Mount Airy, MD 21771
443-325-7700 (phone)
443-325-7707 (fax)

CONFIDENTIALITY NOTICE

This message from The Law Office of Brett M. Dieck, LLC <<<http://www.diecklaw.com>>> contains information that may be privileged, confidential and protected from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited.

If you have received this communication in error, please reply to the sender that you have received the message in error and delete the message, or notify us immediately at 443-325-7700. Thank you.

IN RE: PETITION FOR SPECIAL HEARING
(2008 Far Out Lane)

5th Election District
3rd Councilmanic District

* BEFORE THE
* OFFICE OF
* ADMINISTRATIVE
* HEARINGS FOR
* BALTIMORE COUNTY
*
* Case No.:
* 2019-0255-SPH
*

* * * * *

AFFIDAVIT OF J. CARROLL HOLZER

I, *J. Carroll Holzer, Esquire*, of 508 Fairmount Avenue, Towson, Maryland
21286, hereby makes Oath in due form of law as follows:

I am over eighteen (18) years of age and competent to testify in the above-
captioned matter:

1. I have received from the Office of the Administrative Law Judge the
names of the individuals that I am representing and the two (2) individuals that indicated
at the May 10, 2019 Hearing, Mr. Kevin Atticks and Mr. David Rongione that I was not
representing them.

LAW OFFICE
HOLZER AND LEE
THE 508 BUILDING
508 FAIRMOUNT AVENUE
TOWSON, MARYLAND
21286

(410) 825-6961
FAX: (410) 825-4923

2. The attached exhibit was sent to all the known parties on the Protestants side. Upon the Administrative Law Judge signing the Opinion and Order, I will provide to all Protestants parties a copy of the Opinion and Order and the Memo of Understanding (MOU).

June 26, 2020
Date



J. CARROLL HOLZER

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



J. CARROLL HOLZER



LAW OFFICES

J. CARROLL HOLZER, PA

J. HOWARD HOLZER

1907-1989

THOMAS J. LEE

OF COUNSEL

THE 508 BUILDING

508 FAIRMOUNT AVE.

TOWSON, MD 21286

(410) 825-6961

FAX: (410) 825-4923

E-MAIL: JCHOLZER38@GMAIL.COM

June 26, 2020

#8280

SENT VIA E-MAIL ONLY

Ms. and Mrs. Cory Tallarico (Erin)

2012 Far Out Lane

Sparks, Maryland 21152

E-mail: erinlax13@yahoo.com
corycuts@gmail.com

Mr. Andrew and Mr. John Elberfeld

2121 Akehurst (Far Out)

Sparks, Maryland 21152

E-mail: helberfeld@gmail.com

Mr. and Mrs. Chuck Cornell (Anne)

2000 Far Out Lane

Sparks, Maryland 21152

E-mail: bloomersinc@gmail.com

Mr. and Mrs. Stanley E. Bolt (Wanda)

1916 Akehurst Road

Sparks, Maryland 21152

E-mail: cmoppy@aol.com

Mr. and Mrs. David Rongione (Sarah)

2002 Far Out Lane

Sparks, Maryland 21152

E-mail: daverongi@yahoo.com

June 26, 2020
Page two.

Mr. and Mrs. Kevin Atticks (Andrea)
1950 Far Out Lane
Sparks, Maryland 21152
E-mail: katticks@gmail.com

Ms. Judie Levenson,
2007 Far Out Lane
Sparks, Maryland 21152
E-mail: judiedogdoc@gmail.com

*RE: 2006 Far Out Lane
Case No.: 2019-0255 SPH*

Dear Neighbors:

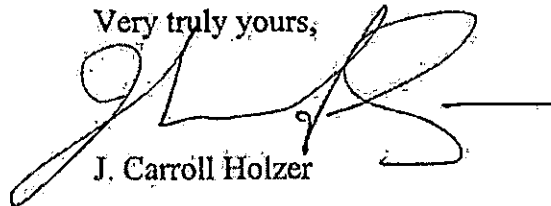
As many of you know, I have been representing most of you in regard to the case heard last May 10, 2019, before the Administrative Law Judge Beverungen. The case was postponed in order for negotiations to take place.

I am pleased to report that a resolution of the parties has been reached.

I am attaching hereto a letter to Judge Mayhew presenting Petitioner and Protestants Statement and Motion, a Draft Opinion and Order and Proof of my Notification and Affidavit.

I will also provide all Protestants a copy of the Opinion and Order upon signing by the Judge.

Very truly yours,



J. Carroll Holzer

JCH:mlg

Attachments



P.O. BOX 367
PHOENIX, MD 21131
443.465.9252
RPORTER@PORTERLAWLLC.COM

June 24, 2020

By Hand Delivery

The Honorable Paul M. Mayhew
Managing Administrative Law Judge
The Jefferson Building
111 West Chesapeake Avenue, Suite 105
Towson, Maryland 21204

Re: Settlement of Case No.: 2019-0255 SPH

Dear Judge Mayhew:

Enclosed for your review and consideration are the following in connection with the referenced matter:

1. Petitioner and Protestants Statement and Motion;
2. Draft Opinion and Order;
3. Mr. Holzer's Notification to Parties in Interest; and
4. Mr. Holzer's Affidavit and Accompanying Documents.

We respectfully request that you review the enclosures and contact either the undersigned or Mr. Holzer at your convenience if we may provide additional information in support of this matter. If the enclosures are acceptable and in order, we respectfully request that you enter an Opinion and Order in substantially the same form that is enclosed herewith.

Thank you for your consideration of this matter.

Very respectfully submitted,

Robert D. Porter

RDP/tbs

Encl.

cc: Via e-mail; w/encl.
Beste Pond Farm, LLC
J. Carroll Holzer, Esquire

MEMORANDUM OF UNDERSTANDING
REGARDING
2008 FAR OUT LANE

This Memo of Understanding (referred to herein as "MOU") pertains to the exchange of interests of The Flying J. Ranch, LLC (referred to herein as "FJR") and Far Out Lane Neighbors (referred to herein as "FOLN") in and to the FJR property known as 2008 Far Out Lane (Deed Reference: SM Liber 20680, Folio 552; Tax Map 27, Parcel 197; Tax Account #05-02-020482) (referred to herein as "The Property"). Beste Pond Farm, LLC (referred to herein as "BPF") is affiliated with FJR and is the owner of property adjoining The Property. BPF and FJR are processing through Baltimore County, MD a "lot line adjustment" between the two properties.

Whereas, FJR is the owner of The Property and has filed a zoning Petition for Special Hearing with Baltimore County, Maryland for the "Non-density Transfer" of a portion of The Property (Identified as the "non-density transfer area of conveyance" on Attachment "A") to the adjoining property owned by BPF with the two permitted density units/development rights of The Property being retained with the "Remaining Lot Area" owned by FJR, as that area is shown on Attachment "A", and

Whereas, the FOLN have raised concerns regarding the impact of this lot line adjustment on the Far Out Lane neighborhood; and

Whereas, FJR has been represented as being owned solely by Noreen M. Krause, and BPF has been represented as being owned solely by Andrew Krause, Andrew Krause and Noreen M. Krause are husband and wife, hence the affiliated ownership, and

Whereas, FOLN have retained J. Carroll Holzer, Esq. to represent their interests and act as their agent, and

Whereas, Andrew Krause, on behalf of FJR, his wife, and BPF has been negotiating a resolution of the Special Hearing Petition and issues regarding The Property with J. Carroll Holzer, as agent for FOLN, and

Whereas, FJR is willing to convey the Remaining Lot Area of the Property to FOLN after the Petition for Special Hearing, now in process with Baltimore County, has been favorably approved by the Administrative Law Judge (herein after referred to as "ALJ") of Baltimore County and is unappealable in accordance with this MOU, and

Whereas, FOLN is willing to acquire the Remaining Lot Area of The Property with the two permitted density units/development rights after such approval is granted and is unappealable in accordance with this MOU.

Now, therefore, effective December _____, 2019, FJR, BPF, and FOLN agree as follows:

1. FJR and FOLN have established a mutually agreeable line of division between the "Proposed Non-Density Transfer Area of Conveyance" and The Property, as shown on Attachment "A" to this MOU.

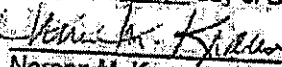
2. FJR shall request a resumption of the hearing process on the Petition for Special Hearing with the objective of obtaining a favorable opinion and order by the ALJ with the following specific conditions:
- a. The PLAN TO ACCOMPANY A ZONING PETITION FOR THE FLYING J RANCH LLC PROPERTY, presently submitted as an exhibit of the pending petition, shall be amended through "red line" to reflect the line of division, mutually agreed to and as shown on Attachment "A" hereto. This will be the proposed "Lot Line Adjustment" to be approved by the ALJ.
 - b. FJR shall request that the ALJ shall condition his approval that the area shown as "Proposed Non-Density Transfer Area of Conveyance" on the red-lined Plan to accompany the petition be included in the BPF Property (1940 Akehurst Drive, Tax Account #0502020480; Tax Map 27, Parcel 183; Deed Liber 20296, Folio 672) through the recording of one or more deeds among the Land Records. FJR also shall request that the ALJ confirm in his approval that no density units/development rights are assigned or transferred to the "Proposed Non-Density Transfer Area of Conveyance" of The Property after the Lot Line Adjustment.
 - c. The ALJ shall include in the Order that two deeds relative to the "Proposed Non-Density Transfer Area of Conveyance" shall be prepared and recorded: 1.) a "Lot Line Adjustment Deed" from FJR to BPF for the "Proposed Non-Density Transfer Area of Conveyance" of The Property, (Attachment "B") and 2.) a "Confirmatory Deed" consolidating the "Proposed Non-Density Transfer Area of Conveyance" with the BPF Property (1940 Akehurst Drive, Tax Account #0502020480; Tax Map 27, Parcel 183; Deed Liber 20296, Folio 672). (Attachment "C")
 - d. Intentionally omitted.
 - e. The ALJ shall affirm that the change in property area as delineated on Attachment "A" shall be deemed a "lot line adjustment" subject to "non-density transfer" between the FJR and BPF parcels.
 - f. The ALJ shall affirm that the two density units/development rights currently permitted on The Property by the Baltimore County Zoning Regulations shall be retained on the Remaining Lot Area of The Property which is to be conveyed to FOLN.
 - g. FOLN, FJR, and BPF shall mutually coordinate this effort by meeting with and briefing the ALJ before the continued hearing to insure the ALJ understands the actions being requested.
3. FOLN will favorably support the action before the ALJ based on all provisions of this MOU. No party hereto (including individuals represented by J. Carroll Holzer, Esq.) will appeal an Opinion and Order of the ALJ that is in accordance with the terms of this MOU. If an appeal of the ALJ's Opinion and Order is filed by a third-party, the parties to this MOU will use diligent and good faith efforts to resolve the appeal in a manner that is in keeping with the terms of this MOU; however, the parties hereto may terminate this MOU and/or pursue such other rights and remedies as may be available to them in the event of an appeal that is not timely resolved in the manner stated herein.

4. Within ninety (90) days of a favorable and unappealable Opinion and Order from the ALJ that is in accordance with this MOU, FJR will convey the "Non-Density Transfer Area of Conveyance" portion of The Property to BPF by "Lot Line Adjustment Deed", and BPF will record a "Confirmatory Deed". The form of the first deed described above is attached hereto as Attachment "B". Simultaneously with the recording of the deed from FJR, BPF will record a Confirmatory Deed to consolidate all of the property then owned by BPF in one deed and also use prompt, diligent and good faith efforts to cause the Maryland State Department of Assessments and Taxation to combine all of the property then owned by BPF in one tax account number. The form of the Confirmatory Deed for the BPF property is attached hereto as "Attachment C".
5. Within ninety (90) days of a favorable and unappealable Opinion and Order from the ALJ that is in accordance with this MOU, and subject to the terms set forth below, FJR shall convey by Special Warranty Deed, with time being of the essence, all the rights, title, and interest in and inclusive of the two (2) density units/development rights currently permitted by the Baltimore County Zoning Regulations, the Remaining Lot Area portion of The Property (approximately 4.14 acres +/- as shown on Attachment "A") to FOLN or assigns (expected to be an LLC to be created by FOLN) for the consideration of _____ without any financing contingencies. The following conditions shall apply to this conveyance:
- FOLN or assigns (LLC to be created by FOLN) shall pay closing costs, including property transfer taxes (including agricultural land transfer taxes, if any) solely on the conveyance of the "Remaining Lot Area" portion of The Property from FJR to FOLN or assigns (LLC to be created by FOLN).
 - FJR and BPF, individually or collectively, shall pay all costs for the new boundary descriptions and preparation of the deeds described above (from FJR to BPF and the Confirmatory Deed by BPF).
 - FJR and FOLN or assigns (LLC to be created by FOLN) mutually agree that no realtor is or will be involved in this transaction.
 - FOLN or its assigns (LLC to be created by FOLN) shall purchase the Remaining Lot Area portion of The Property by special warranty deed from FJR. (FOLN shall not purchase the corporate entity of FJR, i.e. the LLC).
 - FOLN shall create an LLC to acquire the Remaining Lot Area portion of The Property inclusive of the two density units/development rights.
 - FJR shall convey the Remaining Lot Area portion of The Property free and clear of any and all liens, except the lien for taxes that are not yet due and payable; and free and clear of all rights-of-way, easements, or encumbrances except those which currently exist on public record.
 - A covenant shall be included in the deed from FJR to BPF prohibiting any rights-of-way, easements, etc. across, on, or through the Remaining Lot Area portion of The Property which would connect the BPF parcel (including the Non-Density Transfer Area of Conveyance) to Far Out Lane.

- h. The Remaining Lot Area portion of The Property shall be free and clear of any environmental easements, Forest Conservation enrollments, and/or agricultural easements of record.
- i. A restrictive covenant shall be placed on the Remaining Lot Area portion of The Property, prohibiting its use as a slaughterhouse, kennel, or shooting range. The restrictive covenant also shall prohibit the construction, installation or placement of any above-grade structure within one hundred feet (100') of the line of division between the "Proposed Non-Density Transfer Area of Conveyance" and the Remaining Lot Area as shown on Attachment "A" to this MOU.
- j. FJR shall represent and warrant that, to the best knowledge, information and belief of FJR, Noreen M. Krause and Andrew Krause, the Remaining Lot Area portion of The Property is free and clear of all environmental issues which exist in violation of Federal or State law, e.g. CERCLA, etc. Further, the Contract of Sale shall include a provision allowing FOLN to conduct a Phase I Environmental Site Assessment of the Remaining Lot Area portion of The Property at its expense during the pendency of the Contract of Sale.
- k. The conveyances contemplated herein shall be considered commercial real estate transactions and subject to normal and customary real property transfer laws and regulations of Baltimore County and the State of Maryland, pertaining thereto.
- l. Upon the determination that the ALJ's Opinion and Order is unappealable, a Contract of Sale shall be executed between the LLC created by FOLN and FJR which will, in addition to the applicable conditions of conveyance stated herein, provide agreement for curing potential liabilities related to the transaction.

{This space is left blank intentionally; the signature page follows.}

The parties hereto, agreeing to be bound by this Memo of Understanding, hereby sign and certify this action as an agreement between them for actions to be taken by them this 23rd day of December, 2019.



Noreen M. Krause,
Individually, and as Sole
Owner and Managing
Member of The Flying J.
Ranch, LLC



Andrew Krause, Individually and
as Sole Owner and Managing Member
of Beste Pond Farm, LLC

J. Carroll Holzer, Esq
as agent for FAR OUT LANE
NEIGHBORS

The parties hereto, agreeing to be bound by this Memo of Understanding, hereby sign and certify this action as an agreement between them for actions to be taken by them this 23rd day of December, 2019,

Noreen M. Krause,
Individually, and as Sole
Owner and Managing
Member of The Flying J.
Ranch, LLC

Andrew Krause, Individually and
as Sole Owner and Managing Member
of Beste Pond Farm, LLC


J. Carroll Holzer, Esq
as agent for FAR OUT LANE
NEIGHBORS.

[illegible][illegible]

3. The proposed funding stream herein will be derived from a private equity system and a private will.
4. The entity receiving said stream herein will be subject to a proposed private equity partnership which will have a veto.
5. The funding and stream herein will be subject to the proposed equity equity partnership.
6. There are no other proposed funding streams on the subject system.

2. Forest lands on the national property;
3. Lands on the disposal of which will be completed at the time of the building project.

the number of the product category is being used by the trademark owner. The highest possible number is 1.

2. The Applicant has been engaged in business with the firm as a part of his
- - -
3. The firm has been engaged in business with the firm as a part of its

Correspondence: Dr. A. H. J. van't Hof-Geest, Department of Neurology, University Hospital Groningen, P.O. Box 30.001, 3000 RB Groningen, The Netherlands. Tel.: +31 (0) 931 304545; Fax: +31 (0) 931 304546; E-mail: a.h.j.van't.hof-geest@azg.umcg.nl

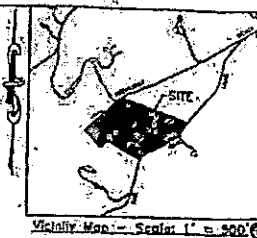
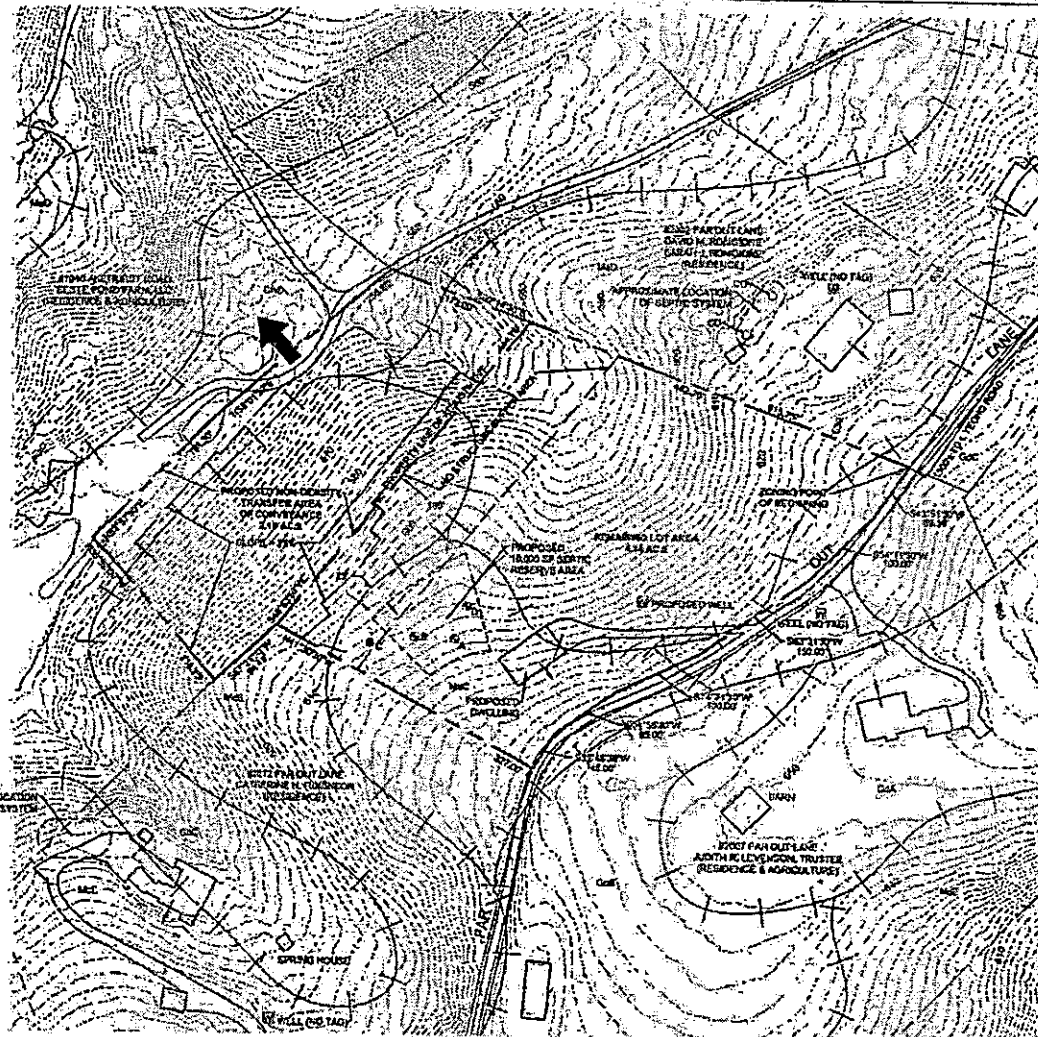
The subject property is located in the Western part of Spring Township, Taylor Co., Mo. It has been designated as a National Historic Landmark.

(S)

2. The above amount was credited for the 1955-56 year.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

PROPERTY ADDRESS	TYPE OF INFO	COUNT YEAR	FAIR HOUSING PLAN	HOUSING ACTION PROPERTY OWNER	ISSUED BY SURVEY	MOON	COMMENTS
42022 FAR OUT LAKE	REAL ESTATE	Y			X		
42021 FAR OUT LAKE	REAL ESTATE	Y			X		
42024 FAR OUT LAKE	REAL ESTATE	Y			X		
42023 FAR OUT LAKE	REAL ESTATE	Y			X		BEAN VAND
42040 ARLEIGH RD	REAL ESTATE	Y			X		
42041 ARLEIGH RD	REAL ESTATE	Y			X		



Vicinity Map: - Scale: 1" = 500'

EXHIBIT
#3

EXHIBIT B
TO JOINT STATEMENT
AND MOTION

Bruce E. Doak Consulting, LLC
 Civil and Environmental Engineering
 2807 Walnut Street, Suite 200
 Philadelphia, PA 19104
 Tel: 215-592-1111 Fax: 215-592-1112
 Email: bdoak@doakconsulting.com, bdoak@aol.com



**PLANT TO ACCOMPANY -
A JUNKY PERSON
FOR THE
FILING A BUNCH ETC PROPERTY,
THOES FAR OUT LUG.
HARTMORE COUNTY, MARYLAND
SIN FLETCHER DISTRICT - AND COULD BE HUNG DOWN**

2017 2/9/2018

Земля $1^{\circ} = 60'$

TO JOINT STATEMENT
AND MOTION**Robert Porter**

From: DAVID RONGIONE <daverongi@yahoo.com>
Sent: Friday, January 17, 2020 10:07 AM
To: Sherry Nuffer; Kristen L Lewis; Debra Wiley; John E. Beverungen
Cc: jcholzer38@gmail.com; Robert Porter; katticks@gmail.com
Subject: Re: Case No. 2019-255-SPH

Judge Beverungen,

When will the hearing be for this case? I understand that Mr. Holzer presented it to you that all neighbors were in agreement; however, this is not the case. Please let me know when the hearing will be.

Best regards,
 David Rongione

On Friday, May 10, 2019, 10:30:33 AM EDT, John E. Beverungen <jbeverungen@baltimorecountymd.gov> wrote:

The above case was scheduled for this morning at 10 am, at which time the hearing was opened and continued upon request of counsel. Messrs. Holzer and Porter sought the continuance so that they would have time to meet with their clients and hopefully reach an agreement that would resolve the case. I have also copied on this email two neighbors that are not represented by Mr. Holzer, and I would request they also be copied on any future correspondence concerning the case. Counsel will contact me when they have either reached an agreement or an impasse, at which point another hearing date will be selected to either incorporate the agreement into a final order or try the case, depending on the outcome of the settlement discussions. The file will be kept in the OAH.

John Beverungen

ALJ

CONNECT WITH BALTIMORE COUNTY



www.baltimorecountymd.gov

TO JOINT STATEMENT
AND MOTION

Robert Porter

From: Carroll Holzer <jcholzer38@gmail.com>
Sent: Monday, June 22, 2020, 12:03 PM
To: Robert Porter
Subject: Fwd: From Dave Rongioni

FYI

Very truly yours;

J. Carroll Holzer

----- Forwarded message -----

From: Judie Levenson <judiedogdoc@gmail.com>
Date: Mon, Jun 22, 2020 at 10:34 AM
Subject: From Dave Rongioni
To: Carroll Holzer <jcholzer38@gmail.com>

Hi Judie, I wanted to give you an update. I'm not going to appeal the lot line adjustment and have told my attorney that I am done pursuing this matter. I was successfully able to negotiate with Andy to get him to pave the driveway for his tenants to have access to Abell lane, and to require his tenants to use Abell lane. This is what I was really after, to reduce traffic through my back yard.

Sent from my iPhone

EXHIBIT E
TO JOINT STATEMENT
AND MOTION

Robert Porter

From: Brett Dieck <brett.dieck@diecklaw.com>
Sent: Tuesday, June 9, 2020 7:02 AM
To: Robert Porter
Cc: Carroll Holzer
Subject: Re: Far Out Lane

All:

I no longer represent the Rongione's in this matter. It was a pleasure meeting and working with you both.

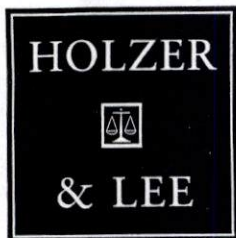
Respectfully,

Brett M. Dieck, Esq.
The Law Office of Brett M. Dieck, LLC
8 South Main Street, Mount Airy, MD 21771
443-325-7700 (phone)
443-325-7707 (fax)

CONFIDENTIALITY NOTICE

This message from The Law Office of Brett M. Dieck, LLC <<<http://www.diecklaw.com>>> contains information that may be privileged, confidential and protected from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited.

If you have received this communication in error, please reply to the sender that you have received the message in error and delete the message, or notify us immediately at 443-325-7700. Thank you.



LAW OFFICES

J. CARROLL HOLZER, PA

J. HOWARD HOLZER
1907-1989

THOMAS J. LEE
OF COUNSEL

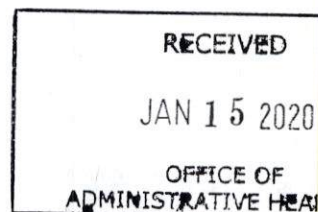
THE 508 BUILDING

508 FAIRMOUNT AVE.
TOWSON, MD 21286
(410) 825-6961
FAX: (410) 825-4923

E-MAIL: JCHOLZER38@GMAIL.COM

January 15, 2020
#8280

The Honorable Lawrence M. Stahl
Managing Administrative Law Judge
Jefferson Building
111 West Chesapeake Avenue
Suite 105
Towson, Maryland 21204



To be filed as
anew petition
Nothing in zoning
data base as of:
1/28, 2/28, 3/10,
6/23

RE: *Settlement of Case No.: 2019-0255 SPH*

Dear Judge Stahl:

I am sending you agreed upon **DRAFT** documents for your review before the parties finalize them and remove the "**DRAFT**" tag. Mr. Porter and I have worked these documents through and are acceptable to the parties. However, we believe that you may have certain comments, amendments or changes to make before we submit the final documents for your signature.

Please feel free to let me know if you find these documents acceptable or are in need of changes.

Thank you for your assistance in resolving this matter.

Enclosed please find the following:

1. Petitioner and Protestants Statement and Motion.
2. Opinion and Order.
3. Memo of Understanding.
4. Notification to All Protestants.
5. My Affidavit and Accompanying Documents.

Very truly yours,

J. Carroll Holzer

JCH:mlg

cc: Mr. Robert Porter

DRAFT / 1/14/20

IN RE: PETITION FOR SPECIAL HEARING * BEFORE THE
(2006 Far Out Lane) * OFFICE OF
5th Election District * ADMINISTRATIVE
3rd Councilmanic District * HEARINGS FOR
* BALTIMORE COUNTY
*
* Case No.: 2019-0255-SPH
*

* * * * *

PETITIONER AND PROTESTANTS STATEMENT AND MOTION

Petitioner, by Robert D. Porter, Porter Law LLC, and Protestants, by J. Carroll Holzer, Esquire, J. Carroll Holzer, P.A., hereby present for the Administrative Law Judge's consideration this Statement and Motion and the attached Opinion and Order. In support of this joint Statement and Motion the Petitioner and the Protestants state as follows:

The Petitioner is the owner of approximately 6.33 acres of land that is located on Far Out Lane in Baltimore County. Beste Pond Farm LLC ("Beste") owns certain land that adjoins the subject property and is located at 1940 Akehurst Road. Both the subject property and Beste's property are zoned Resource Conservation 2 (RC2). Noreen Krause is the sole member of the Petitioner, and Andrew Krause, Noreen's husband, is the sole member of Beste.

Mr. and Mrs. Krause reside on Beste's property. The driveway that provides ingress, egress and access to the Krause's residence is located in part, on the Petitioner's property. The Petitioner and Beste desire to adjust a common lot line between their properties to remove the driveway encroachment and to provide a buffer between the Krause's residence and any future development of the subject property.

The Petitioner filed a Petition for Special Hearing seeking approval to permit the non-density transfer of approximately 2.53 acres of the Petitioner's property to Beste. The Petitioner also sought to confirm that the subject property retains two density units following the non-density transfer.

The public hearing on the Petition opened before Administrative Law Judge Beverungen ("ALJ Beverungen") on May 10, 2019. At the hearing the Protestants expressed their concerns regarding what could occur if ALJ Beverungen approved the Petition and confirmed the existence of two density units on the remaining land of the Petitioner. The Protestants' concerns included increased traffic on Far Out Lane, which is a private use-in-common lane, and use of the Petitioner's remaining land for vehicular access from and between Far Out Lane and Akehurst Road, a public road.

After discussion before ALJ Beverungen, counsel for the parties moved that the hearing be continued to allow the parties time to reach an agreement that would resolve the case. ALJ Beverungen granted the motion and continued the case.

The parties have reached an agreement that resolves their concerns and confirmed their agreement in a Memorandum of Understanding dated December 23, 2019 (the "MOU"). A redacted copy of the MOU is attached hereto as Exhibit A, and the parties request that the MOU be entered as Petitioner's Exhibit #2 in the record of this case. Pursuant to the MOU, the parties agreed, in part, as follows:

1. The Petitioner will request that the Administrative Law Judge in this case allow the Petitioner to amend the Petition for Special Hearing to request (a) approval of a lot line adjustment subject to a non-density transfer from the Petitioner to Beste and (b) confirmation that the Petitioner's property remaining after the lot line adjustment subject to non-density transfer retains two density units/development rights.

2. The Petitioner will modify the Plan to accompany the Petition to reduce the area of the Petitioner's property that is subject to the requested lot line adjustment subject to non-density transfer. The area of the Petitioner's property that is the subject of the Petition for Special Hearing is the area that is designated as "Proposed Non-Density Transfer Area of Conveyance" on the Plan to Accompany the Petition. Attached hereto as Exhibit B is the redlined Plan to which the parties have agreed. The parties respectfully request that the attached Plan be accepted as Petitioner's Exhibit #3 and be entered in the record of this case.

3. The Petitioner will request that the Administrative Law Judge in this case grant the requested relief as a lot line adjustment subject to non-density transfer on the conditions that (a) the Proposed Non-Density Transfer Area of Conveyance is transferred by the Petitioner to Beste pursuant to a Lot Line Adjustment Deed and (b) Beste record a Confirmatory Deed to consolidate the Proposed Non-Density Transfer Area of Conveyance with Beste's property located at 1940 Akehurst Drive (Tax Account #05-02-020480; Tax Map 27, Parcel 183).

4. The Petitioner will request that the Administrative Law Judge approve the Petition on the condition that the transfer of the Proposed Non-Density Area of Conveyance by the Petitioner to Beste shall convey no density units or development rights from the Petitioner's property, which retains the two existing density units/development rights associated with the RC-2 zoning of the Petitioner's property.

MOTION

WHEREFORE, The Petitioner and the Protestants, having reached agreement on the terms set forth herein pursuant to the MOU, respectfully request that the Administrative Law Judge enter an Opinion and Order in this case consistent with the agreements of the parties pursuant to Section 500.7 of the Baltimore County Zoning Regulations.

Respectfully submitted,

J. CARROLL HOLZER, Esquire
J. CARROLL HOLZER, P.A.
508 Fairmount Avenue
Towson, Maryland 21286
410-825-6961
jcholzer38@gmail.com
Attorney for Protestants

ROBERT D. PORTER, Esquire
PORTER LAW LLC
222 Courthouse Court
Suite 3-I
Towson, Maryland 21204
443-465-9252
bporter@porterlawllc.com
Attorney for Protestants

EXHIBIT A

Redlined Plan to Accompany the Petition

EXHIBIT B

Memorandum of Understanding

DRAFT / 1/14/20

IN RE: PETITION FOR SPECIAL HEARING
(2006 Far Out Lane)

5th Election District
3rd Councilmanic District

* BEFORE THE
* OFFICE OF
* ADMINISTRATIVE
* HEARINGS FOR
* BALTIMORE COUNTY
*
* Case No.: 2019-0255-SPH
*

* * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings (“OAH”) for consideration of a Petition for Special Hearing filed on behalf of The Flying J Ranch, LLC, legal owner (“Petitioner”). The Special Hearing was filed pursuant to Section 500.7 of the Baltimore County Zoning Regulations (“BCZR”) seeking a declaration to permit the non-density transfer of 2.53 acres of a 6.33 acre subject property to the adjoining property owned by Beste Pond Farm, LLC (“Beste”). The subject property and Beste’s property are zoned Resource Conservation (RC 2), and the proposed non-density transfer will not alter the density of the Petitioner’s property or Beste’s property. The public hearing on the Petition opened on May 10, 2019 before Administrative Law Judge Beverungen. Robert Porter, Esquire represented the Petitioner. *J. Carroll Holzer, Esquire*, represented a number of the adjacent property owners, Protestants. A site plan was marked and admitted as Petitioner’s Exhibit #1. The site plan filed with the

Petition was “red-lined” to reflect a change in the location of the proposed lot line pursuant to an agreement of the Petitioner and the Protestants. The Petition was advertised and posted as required by the BCZR. No substantive Zoning Advisory Comments were received from any of the County reviewing agencies.

Prior to any testimony at the public hearing, the Protestants voiced their primary concerns with the Petition. The concerns included anticipated impacts that the proposed non-density transfer and lot line adjustment would have on Far Out Lane, a private use-in-common lane, increased traffic, utilization of Far Out Lane for access to and from Akehurst Lane, a public road, and potential disturbance to their secluded, peaceful enjoyment of their properties. Recognizing the issues and concerns of the parties, ALJ Beverungen granted a joint motion for a continuance to give the Petitioner and the Protestants the opportunity to reach agreement and to achieve a resolution of the parties’ concerns prior to continuing the hearing. Per the recorded notes of ALJ Beverungen on May 10, 2019,

“case was opened & continued on May 10, 2019 at request of counsel. Messrs. Holzer & Porter sought continuance to have time to meet with their clients & hopefully reach an agreement that would resolve the case. Two neighbors were copied on memo that were not represented by Holzer and requested that they be copied on any future correspondence”.

After several months of discussion, the Petitioner and the Protestants have reached agreement through an executed Memorandum of Understanding (“MOU”). A redacted copy of the signed MOU was entered into evidence as Petitioner’s Exhibit #2.

By a joint Statement and Motion filed on January ___, 2020, the Petitioner and the Protestants moved to amend the Petition and to enter the “red-lined” plan to accompany the Petition as Petitioner’s Exhibit #3.

The record in this case shows that the Petitioner’s property adjoins Beste’s property, and the driveway that provides ingress, egress and access to the Beste property is located, in part, on the Petitioner’s property. The Petitioner and Beste desire to adjust a common lot line between their properties to remove the driveway encroachment and to provide a buffer between the residence that is located on Beste’s property and any future development of the Petitioner’s property that remains after the lot line adjustment. Pursuant to the MOU, the parties have reached agreement to resolve their concerns.

Pursuant to the Petition, as amended, the Petitioner is requesting approval of a lot line adjustment pursuant to a non-density transfer by the Petitioner to Beste. Baltimore county Code Section 32-4-106(a)(1)(vii) defines "lot line adjustment" as follows:

For purposes of this subsection, "lot line adjustment" means one or more alterations of a divisional property line or lines between two or more lots in common ownership or by agreement of the owners, provided that the alteration does not result in an increase or decrease in the number of lots and there is no increase in total residential density available to the lots considered as a whole.

After consideration of the evidence presented and the agreement of the parties, I find that the requested relief is in keeping with the spirit and intent of the BCZR:

THEREFORE, IT IS ORDERED this ____ day of January, 2020 by this Administrative Law Judge, that the Petition for Special Hearing seeking a lot line adjustment subject to a non-density transfer complies with Baltimore County Code, regulations and policy and is hereby GRANTED, subject to the following conditions:

1. The lot line adjustment subject to a non-density transfer is approved as to that area of the Petitioner's property which is designated as "Proposed Non-Density Area of Conveyance" on Petitioner's Exhibit #3. The lot line adjustment shall be reflected in a lot line adjustment deed by the Petitioner unto Beste, and in a confirmatory deed by Beste to consolidate the "Proposed Non-Density Area of Conveyance" with Beste's property (1940 Akehurst Drive, Tax Account 05-02-020480; Tax Map 27, Parcel 183). A copy of this Order and Petitioner's Exhibit #3 shall be recorded with the lot line adjustment deed from the Petitioner unto Beste.
2. No density units or development rights shall convey pursuant to the lot line adjustment deed from the Petitioner to Beste. The two existing density units associated with the RC2 zoning of the Petitioner's property shall remain with the Petitioner's property after the lot line adjustment subject to a non-density transfer.

3. The Petitioner may apply for necessary permits and/or licenses upon receipt of this Order. However, the Petitioner is hereby made aware that proceeding at this time is at its risk until thirty (30) days from the date hereof, during which time an appeal can be filed by any party. If for whatever reason this Order is reversed, the Petitioner would be required to return the subject property to its original condition.

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

Lawrence M. Stahl,
Managing Administrative Law Judge
Baltimore County

MEMORANDUM OF UNDERSTANDING
REGARDING
2008 FAR OUT LANE

This **Memo of Understanding** (referred to herein as "**MOU**") pertains to the exchange of interests of **The Flying J. Ranch, LLC** (referred to herein as "**FJR**") and **Far Out Lane Neighbors** (referred to herein as "**FOLN**") in and to the **FJR property known as 2008 Far Out Lane (Deed Reference: SM Liber 20680, Folio 552; Tax Map 27, Parcel 197; Tax Account #05-02-020482)** (referred to herein as "**The Property**"). **Beste Pond Farm, LLC** (referred to herein as "**BPF**") is affiliated with **FJR** and is the owner of property adjoining **The Property**. **BPF** and **FJR** are processing through Baltimore County, MD a "lot line adjustment" between the two properties.

Whereas, FJR is the owner of **The Property** and has filed a zoning Petition for Special Hearing with Baltimore County, Maryland for the "Non-density Transfer" of a portion of **The Property** (Identified as the "non-density transfer area of conveyance" on Attachment "A") to the adjoining property owned by **BPF** with the two permitted density units/development rights of **The Property** being retained with the "**Remaining Lot Area**" owned by **FJR**, as that area is shown on Attachment "A", and

Whereas, the FOLN have raised concerns regarding the impact of this lot line adjustment on the Far Out Lane neighborhood, and

Whereas, FJR has been represented as being owned solely by Noreen M. Krause, and **BPF** has been represented as being owned solely by Andrew Krause, Andrew Krause and Noreen M. Krause are husband and wife, hence the affiliated ownership, and

Whereas, FOLN have retained J. Carroll Holzer, Esq. to represent their interests and act as their agent, and

Whereas, Andrew Krause, on behalf of FJR, his wife, and BPF has been negotiating a resolution of the Special Hearing Petition and issues regarding **The Property** with J. Carroll Holzer, as agent for **FOLN**, and

Whereas, FJR is willing to convey the **Remaining Lot Area of the Property** to **FOLN** after the Petition for Special Hearing, now in process with Baltimore County, has been favorably approved by the **Administrative Law Judge** (herein after referred to as "**ALJ**") of Baltimore County and is unappealable in accordance with this **MOU**, and

Whereas, FOLN is willing to acquire the **Remaining Lot Area of The Property** with the two permitted density units/development rights after such approval is granted and is unappealable in accordance with this **MOU**.

Now, therefore, effective December _____, 2019, **FJR, BPF, and FOLN** agree as follows:

1. **FJR and FOLN** have established a mutually agreeable line of division between the "**Proposed Non-Density Transfer Area of Conveyance**" and **The Property**, as shown on Attachment "A" to this **MOU**.

2. **FJR** shall request a resumption of the hearing process on the Petition for Special Hearing with the objective of obtaining a favorable opinion and order by the **ALJ** with the following specific conditions:
 - a. The **PLAN TO ACCOMPANY A ZONING PETITION FOR THE FLYING J RANCH LLC PROPERTY**; presently submitted as an exhibit of the pending petition, shall be amended through "red line" to reflect the line of division, mutually agreed to and as shown on Attachment "A" hereto. This will be the proposed "Lot Line Adjustment" to be approved by the **ALJ**.
 - b. **FJR** shall request that the **ALJ** shall condition his approval that the area shown as "Proposed Non-Density Transfer Area of Conveyance" on the red-lined Plan to accompany the petition be included in the **BPF Property** (1940 Akehurst Drive, Tax Account #0502020480; Tax Map 27, Parcel 183; Deed Liber 20296, Folio 672) through the recording of one or more deeds among the Land Records. **FJR** also shall request that the **ALJ** confirm in his approval that no density units/development rights are assigned or transferred to the "Proposed Non-Density Transfer Area of Conveyance" of **The Property** after the Lot Line Adjustment.
 - c. The **ALJ** shall include in the Order that two deeds relative to the "Proposed Non-Density Transfer Area of Conveyance" shall be prepared and recorded: 1.) a "Lot Line Adjustment Deed" from **FJR** to **BPF** for the "Proposed Non-Density Transfer Area of Conveyance" of **The Property**, (Attachment "B") and 2.) a "Confirmatory Deed" consolidating the "Proposed Non-Density Transfer Area of Conveyance" with the **BPF Property** (1940 Akehurst Drive, Tax Account #0502020480; Tax Map 27, Parcel 183; Deed Liber 20296, Folio 672). (Attachment "C")
 - d. Intentionally omitted.
 - e. The **ALJ** shall affirm that the change in property area as delineated on Attachment "A" shall be deemed a "lot line adjustment" subject to "non-density transfer" between the **FJR** and **BPF** parcels.
 - f. The **ALJ** shall affirm that the two density units/development rights currently permitted on **The Property** by the Baltimore County Zoning Regulations shall be retained on the **Remaining Lot Area of The Property** which is to be conveyed to **FOLN**.
 - g. **FOLN**, **FJR**, and **BPF** shall mutually coordinate this effort by meeting with and briefing the **ALJ** before the continued hearing to insure the **ALJ** understands the actions being requested.
3. **FOLN** will favorably support the action before the **ALJ** based on all provisions of this **MOU**. No party hereto (including individuals represented by J. Carroll Holzer, Esq.) will appeal an Opinion and Order of the **ALJ** that is in accordance with the terms of this **MOU**. If an appeal of the **ALJ's** Opinion and Order is filed by a third-party, the parties to this **MOU** will use diligent and good faith efforts to resolve the appeal in a manner that is in keeping with the terms of this **MOU**; however, the parties hereto may terminate this **MOU** and/or pursue such other rights and remedies as may be available to them in the event of an appeal that is not timely resolved in the manner stated herein.

4. Within ninety (90) days of a favorable and unappealable Opinion and Order from the ALJ that is in accordance with this MOU, FJR will convey the "Non-Density Transfer Area of Conveyance" portion of **The Property** to BPF by "Lot Line Adjustment Deed", and BPF will record a "Confirmatory Deed". The form of the first deed described above is attached hereto as Attachment "B". Simultaneously with the recording of the deed from FJR, BPF will record a Confirmatory Deed to consolidate all of the property then owned by BPF in one deed and also use prompt, diligent and good faith efforts to cause the Maryland State Department of Assessments and Taxation to combine all of the property then owned by BPF in one tax account number. The form of the Confirmatory Deed for the BPF property is attached hereto as "Attachment C".
5. Within ninety (90) days of a favorable and unappealable Opinion and Order from the ALJ that is in accordance with this MOU, and subject to the terms set forth below, FJR shall convey by Special Warranty Deed, with time being of the essence, all the rights, title, and interest in and inclusive of the two (2) density units/development rights currently permitted by the Baltimore County Zoning Regulations, the **Remaining Lot Area** portion of **The Property** (approximately 4.14 acres +/- as shown on Attachment "A") to FOLN or assigns (expected to be an LLC to be created by FOLN) for the consideration of _____ without any financing contingencies. The following conditions shall apply to this conveyance:
 - a. FOLN or assigns (LLC to be created by FOLN) shall pay closing costs, including property transfer taxes (including agricultural land transfer taxes, if any) solely on the conveyance of the "**Remaining Lot Area**" portion of **The Property** from FJR to FOLN or assigns (LLC to be created by FOLN).
 - b. FJR and BPF, individually or collectively, shall pay all costs for the new boundary descriptions and preparation of the deeds described above (from FJR to BPF and the Confirmatory Deed by BPF).
 - c. FJR and FOLN or assigns (LLC to be created by FOLN) mutually agree that no realtor is or will be involved in this transaction.
 - d. FOLN or its assigns (LLC to be created by FOLN) shall purchase the **Remaining Lot Area** portion of **The Property** by special warranty deed from FJR. (FOLN shall not purchase the corporate entity of FJR, i.e. the LLC).
 - e. FOLN shall create an LLC to acquire the **Remaining Lot Area** portion of **The Property** inclusive of the two density units/development rights.
 - f. FJR shall convey the **Remaining Lot Area** portion of **The Property** free and clear of any and all liens, except the lien for taxes that are not yet due and payable; and free and clear of all rights-of-way, easements, or encumbrances except those which currently exist on public record.
 - g. A covenant shall be included in the deed from FJR to BPF prohibiting any rights-of-way, easements, etc. across, on or through the **Remaining Lot Area** portion of **The Property** which would connect the BPF parcel (including the Non-Density Transfer Area of Conveyance) to Far Out Lane.

- h. The **Remaining Lot Area** portion of **The Property** shall be free and clear of any environmental easements, Forest Conservation enrollments, and/or agricultural easements of record.
- i. A restrictive covenant shall be placed on the **Remaining Lot Area** portion of **The Property**, prohibiting its use as a slaughterhouse, kennel, or shooting range. The restrictive covenant also shall prohibit the construction, installation or placement of any above-grade structure within one hundred feet (100') of the line of division between the "Proposed Non-Density Transfer Area of Conveyance" and the **Remaining Lot Area** as shown on Attachment "A" to this MOU.
- j. FJR shall represent and warrant that, to the best knowledge, information and belief of FJR, Noreen M. Krause and Andrew Krause, the **Remaining Lot Area** portion of **The Property** is free and clear of all environmental issues which exist in violation of Federal or State law, e.g. CERCLA, etc. Further, the Contract of Sale shall include a provision allowing FOLN to conduct a Phase I Environmental Site Assessment of the **Remaining Lot Area** portion of **The Property** at its expense during the pendency of the Contract of Sale.
- k. The conveyances contemplated herein shall be considered commercial real estate transactions and subject to normal and customary real property transfer laws and regulations of Baltimore County and the State of Maryland, pertaining thereto.
- l. Upon the determination that the ALJ's Opinion and Order is unappealable, a Contract of Sale shall be executed between the LLC created by FOLN and FJR which will, in addition to the applicable conditions of conveyance stated herein, provide agreement for curing potential liabilities related to the transaction.

{This space is left blank intentionally; the signature page follows.}

The parties hereto, agreeing to be bound by this Memo of Understanding, hereby sign and certify this action as an agreement between them for actions to be taken by them this 23rd day of December, 2019.



Noreen M. Krause,
Individually, and as Sole
Owner and Managing
Member of The Flying J.
Ranch, LLC



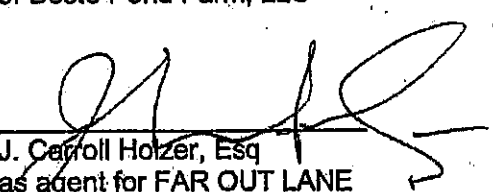
Andrew Krause, Individually and
as Sole Owner and Managing Member
of Beste Pond Farm, LLC

J. Carroll Holzer, Esq
as agent for FAR OUT LANE
NEIGHBORS.

The parties hereto, agreeing to be bound by this Memo of Understanding, hereby sign and certify this action as an agreement between them for actions to be taken by them this 23rd day of December, 2019.

Noreen M. Krause,
Individually, and as Sole
Owner and Managing
Member of The Flying J.
Ranch, LLC

Andrew Krause, Individually and
as Sole Owner and Managing Member
of Beste Pond Farm, LLC



J. Carroll Holzer, Esq
as agent for FAR OUT LANE
NEIGHBORS.

[illegible]

1. The proposed funding amount increases will be covered by a private sector system as well.
2. The specific increases from private sources will be allocated for a proposed single family residence which will have a five-year term.
3. The existing need shown herein will be utilized for the proposed single family residence.
4. There are no underground fuel tanks on the subject property.

No portion of the subject property is being used for agricultural purposes. The subject is not currently wooded.

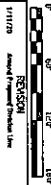
2. property

Current Listing: RC 2
Demolition: 01/15/04

6,223 acres
if the subject property was created prior to 1975

2. The subject property is located in the western half of Section 28, Township 36N, Range 12E, Meridian 10W, Deuel County, South Dakota.

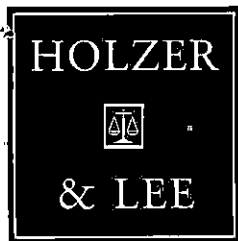
Engineering Department

[illegible]

Land Use Expert and Surveyor
3801 Oak Schockness Road
Frederic, MD 21033
o 443-909-5535 m 410-413-4526
khalid@woodwardclark.com

A ZUMA PENSION
FOR THE
FLYING J RANCH LLC PROPERTY
12008 FAR OUT LANE
GALTHERS CANYON WADSWORTH

5th ELECTION DISTRICT 3rd CONGRESSMAN DISTRICT



LAW OFFICES

J. CARROLL HOLZER, PA

J. HOWARD HOLZER

1907-1989

THOMAS J. LEE

OF COUNSEL

THE 508 BUILDING

508 FAIRMOUNT AVE.

TOWSON, MD 21286

(410) 825-6961

FAX: (410) 825-4923

E-MAIL: JCHOLZER38@GMAIL.COM

January 13, 2020
#8280

SENT VIA E-MAIL ONLY

Ms. and Mrs. Cory Tallarico (Erin)
2012 Far Out Lane
Sparks, Maryland 21152
E-mail: erinlax13@yahoo.com
corycuts@gmail.com

Mr. Andrew and Mr. John Elberfeld
2121 Akehurst (Far Out)
Sparks, Maryland 21152
E-mail: helberfeld@gmail.com

Mr. and Mrs. Chuck Cornell (Anne)
2000 Far Out Lane
Sparks, Maryland 21152
E-mail: bloomersinc@gmail.com

Mr. and Mrs. Stanley E. Bolt (Wanda)
1916 Akehurst Road
Sparks, Maryland 21152
E-mail: cmoppy@aol.com

Mr. and Mrs. David Rongione (Sarah)
2002 Far Out Lane
Sparks, Maryland 21152
E-mail: daverongi@yahoo.com

January 13, 2020

Page two

Mr. and Mrs. Kevin Atticks (Andrea)
1950 Far Out Lane
Sparks, Maryland 21152
E-mail: katticks@gmail.com

Ms. Judie Levenson
2007 Far Out Lane
Sparks, Maryland 21152
E-mail: judiedogdoc@gmail.com

RE: 2006 Far Out Lane
Case No.: 2019-0255 SPH

Dear Neighbors:

As many of you know, I have been representing most of you in regard to the case heard last May 10, 2019, before the Administrative Law Judge Beverungen. The case was postponed in order for my negotiation to take place.

I am pleased to report that a resolution of the parties has been reached.

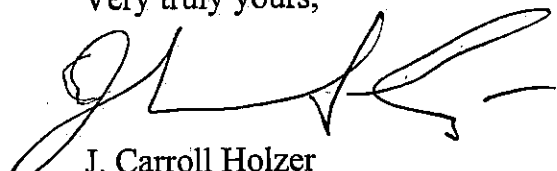
I would like to meet with my clients and the two (2) neighbors that attended the Hearing that I do not represent to explain what has been reached.

I propose a meeting at my office on Thursday, January 16, 2020 at 4:00 p.m. at 508 Fairmount Avenue, Towson, Maryland 21286.

Please confirm this Notice by e-mail at: jcholzer38@gmail.com.

Thank you for your interest.

Very truly yours,



J. Carroll Holzer

JCH:mlg

**IN RE: PETITION FOR SPECIAL HEARING
(2008 Far Out Lane)**

5th Election District
3rd Councilmanic District

* BEFORE THE
* OFFICE OF
* ADMINISTRATIVE
* HEARINGS FOR
* BALTIMORE COUNTY
*
* Case No.:
2019-0255-SPH
*

* * * * *

AFFIDAVIT OF J. CARROLL HOLZER

I, *J. Carroll Holzer, Esquire*, of 508 Fairmount Avenue, Towson, Maryland
21286, hereby makes Oath in due form of law as follows:

I am over eighteen (18) years of age and competent to testify in the above-
captioned matter:

1. I have received from the Office of the Administrative Law Judge the
names of the individuals that I am representing and the two (2) individuals that indicated
at the May 10, 2019 Hearing, Mr. Kevin Atticks and Mr. David Rongione that I was not
representing them.

LAW OFFICE
HOLZER AND LEE
THE 508 BUILDING
508 FAIRMOUNT AVENUE
TOWSON, MARYLAND
21286

(410) 825-6961
FAX: (410) 825-4923

2. The attached exhibit was sent to all the known parties on the Protestants side and I have received acknowledgements that they are aware that upon the Administrative Law Judge signing the Opinion and Order that I will provide to all Protestants parties a copy of the Opinion and Order and the Memo of Understanding (MOU).

1/15/20
Date


J. CARROLL HOLZER

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


J. CARROLL HOLZER

Debra Wiley

From: Debra Wiley
Sent: Friday, January 17, 2020 10:49 AM
To: 'jcholzer38@gmail.com'
Subject: FW: Case No. 2019-255-SPH

Good Morning Mr. Holzer,

Please see below email stream regarding the above matter.

Thanks.

Debra Wiley, Legal Administrative Secretary
Baltimore County Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 103
Towson, Maryland 21204
410-887-3868

From: Debra Wiley
Sent: Friday, January 17, 2020 10:35 AM
To: 'DAVID RONGIONE' <daverongi@yahoo.com>; Sherry Nuffer <snuffer@baltimorecountymd.gov>; Kristen L Lewis <klewis@baltimorecountymd.gov>
Subject: RE: Case No. 2019-255-SPH

Mr. Rongione,

This is to acknowledge receipt of your email. You're receiving an "undeliverable" because ALJ Beverungen has since retired. ALJ Stahl is now handling this case and will respond to you upon his return on Tuesday.

Thank you.

Debra Wiley, Legal Administrative Secretary
Baltimore County Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 103
Towson, Maryland 21204
410-887-3868

From: DAVID RONGIONE <daverongi@yahoo.com>
Sent: Friday, January 17, 2020 10:27 AM
To: Sherry Nuffer <snuffer@baltimorecountymd.gov>; Kristen L Lewis <klewis@baltimorecountymd.gov>; Debra Wiley <dwiley@baltimorecountymd.gov>
Subject: Fw: Case No. 2019-255-SPH

CAUTION: This message from daverongi@yahoo.com originated from a non Baltimore County Government or non BCPL email system. Hover over any links before clicking and use caution opening attachments.

Sherry / Kristen / Debra,

I received an "undeliverable" from Judge Beverungen, on my below email. I wasn't sure if he is no longer

Debra Wiley

From: Debra Wiley
Sent: Friday, January 17, 2020 10:35 AM
To: 'DAVID RONGIONE'; Sherry Nuffer; Kristen L Lewis
Subject: RE: Case No. 2019-255-SPH

Mr. Rongione,

This is to acknowledge receipt of your email. You're receiving an "undeliverable" because ALJ Beverungen has since retired. ALJ Stahl is now handling this case and will respond to you upon his return on Tuesday.

Thank you.

Debra Wiley, Legal Administrative Secretary
Baltimore County Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 103
Towson, Maryland 21204
410-887-3868

From: DAVID RONGIONE <daverongi@yahoo.com>
Sent: Friday, January 17, 2020 10:27 AM
To: Sherry Nuffer <snuffer@baltimorecountymd.gov>; Kristen L Lewis <klewis@baltimorecountymd.gov>; Debra Wiley <dwiley@baltimorecountymd.gov>
Subject: Fw: Case No. 2019-255-SPH

CAUTION: This message from daverongi@yahoo.com originated from a non Baltimore County Government or non BCPL email system. Hover over any links before clicking and use caution opening attachments.

Sherry / Kristen / Debra,

I received an "undeliverable" from Judge Beverungen, on my below email. I wasn't sure if he is no longer employed with the County, or if this is standard practice for Judge's email accounts.

I do want to verify that my email was received, and that a continuance of this hearing will occur.

Best regards,

----- Forwarded Message -----

From: DAVID RONGIONE <daverongi@yahoo.com>
To: Sherry Nuffer <snuffer@baltimorecountymd.gov>; Kristen L Lewis <klewis@baltimorecountymd.gov>; Debra Wiley <dwiley@baltimorecountymd.gov>; John E. Beverungen <jbeverungen@baltimorecountymd.gov>
Cc: "jcholzer38@gmail.com" <jcholzer38@gmail.com>; "rporter@porterlawllc.com" <rporter@porterlawllc.com>; "katticks@gmail.com" <katticks@gmail.com>
Sent: Friday, January 17, 2020, 10:07:20 AM EST
Subject: Re: Case No. 2019-255-SPH

Judge Beverungen,

When will the hearing be for this case? I understand that Mr. Holzer presented it to you that all neighbors were in agreement; however, this is not the case. Please let me know when the hearing will be.

Best regards,
David Rongione

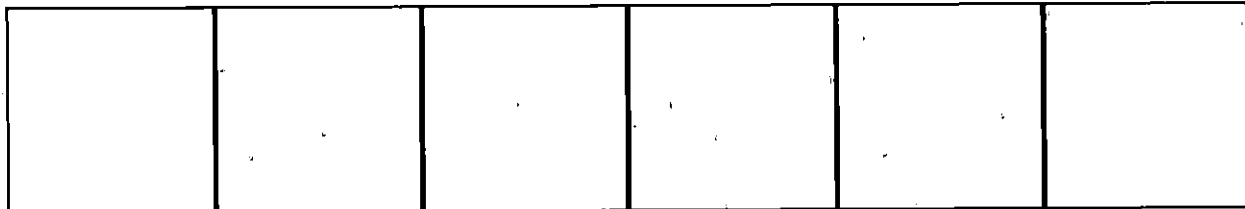
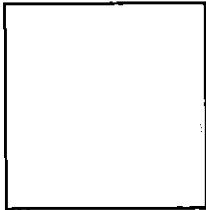
On Friday, May 10, 2019, 10:30:33 AM EDT, John E. Beverungen <jbeverungen@baltimorecountymd.gov> wrote:

The above case was scheduled for this morning at 10 am, at which time the hearing was opened and continued upon request of counsel. Messrs. Holzer and Porter sought the continuance so that they would have time to meet with their clients and hopefully reach an agreement that would resolve the case. I have also copied on this email two neighbors that are not represented by Mr. Holzer, and I would request they also be copied on any future correspondence concerning the case. Counsel will contact me when they have either reached an agreement or an impasse, at which point another hearing date will be selected to either incorporate the agreement into a final order or try the case, depending on the outcome of the settlement discussions. The file will be kept in the OAH.

John Beverungen

ALJ

CONNECT WITH BALTIMORE COUNTY



www.baltimorecountymd.gov

Debra Wiley

From: Debra Wiley
Sent: Friday, January 17, 2020 10:08 AM
To: Lawrence M. Stahl (lawrence.stahl1@gmail.com); Stahl; Lawrence
Subject: FW: Case No. 2019-255-SPH

Larry,

FYI – see below.

Debra Wiley, Legal Administrative Secretary
Baltimore County Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 103
Towson, Maryland 21204
410-887-3868

From: DAVID RONGIONE <daverongi@yahoo.com>
Sent: Friday, January 17, 2020 10:07 AM
To: Sherry Nuffer <snuffer@baltimorecountymd.gov>; Kristen L Lewis <klewis@baltimorecountymd.gov>; Debra Wiley <dwiley@baltimorecountymd.gov>; John E. Beverungen <jbeverungen@baltimorecountymd.gov>
Cc: jcholzer38@gmail.com; rporter@porterlawllc.com; katticks@gmail.com
Subject: Re: Case No. 2019-255-SPH

CAUTION: This message from daverongi@yahoo.com originated from a non-Baltimore County Government or non-BCPL email system. Hover over any links before clicking and use caution opening attachments.

Judge Beverungen,

When will the hearing be for this case? I understand that Mr. Holzer presented it to you that all neighbors were in agreement; however, this is not the case. Please let me know when the hearing will be.

Best regards,
David Rongione

On Friday, May 10, 2019, 10:30:33 AM EDT, John E. Beverungen <jbeverungen@baltimorecountymd.gov> wrote:

The above case was scheduled for this morning at 10 am, at which time the hearing was opened and continued upon request of counsel. Messrs. Holzer and Porter sought the continuance so that they would have time to meet with their clients and hopefully reach an agreement that would resolve the case. I have also copied on this email two neighbors that are not represented by Mr. Holzer, and I would request they also be copied on any future correspondence concerning the case. Counsel will contact me when they have either reached an agreement or an impasse, at which point another hearing date will be selected to either incorporate the agreement into a final order or try the case, depending on the outcome of the settlement discussions. The file will be kept in the OAH.

John Beverungen

ALJ

Debra Wiley

From: Debra Wiley
Sent: Wednesday, January 15, 2020 2:35 PM
To: 'jcholzer38@gmail.com'
Subject: Case No. 2019-0255-SPH - 2006 Far Out Lane

Good Afternoon Mr. Holzer,

In reference to the paperwork received today, ALJ Stahl has no additional comments to make.

Please note however that Paul M. Mayhew is now *Managing* ALJ and Judge Stahl is listed as that – just remove Managing.

Let us know if you require anything further.

Thank you.

Debra Wiley, Legal Administrative Secretary
Baltimore County Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 103
Towson, Maryland 21204
410-887-3868

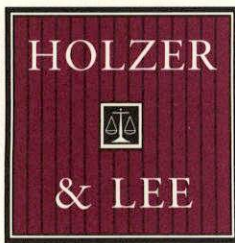
John E. Beverungen

From: John E. Beverungen
Sent: Friday, May 10, 2019 10:31 AM
To: Sherry Nuffer (snuffer@baltimorecountymd.gov); Kristen L Lewis; Deborah Wiley (dwiley@baltimorecountymd.gov)
Cc: jcholzer38@gmail.com; 'rporter@porterlawllc.com'; 'daverongi@yahoo.com'; 'katticks@gmail.com'
Subject: Case No. 2019-255-SPH

The above case was scheduled for this morning at 10 am, at which time the hearing was opened and continued upon request of counsel. Messrs. Holzer and Porter sought the continuance so that they would have time to meet with their clients and hopefully reach an agreement that would resolve the case. I have also copied on this email two neighbors that are not represented by Mr. Holzer, and I would request they also be copied on any future correspondence concerning the case. Counsel will contact me when they have either reached an agreement or an impasse, at which point another hearing date will be selected to either incorporate the agreement into a final order or try the case, depending on the outcome of the settlement discussions. The file will be kept in the OAH.

John Beverungen
ALJ

*Per JES 8/12-19
Return to zoning
Have not heard back
from counsel,*



LAW OFFICES

J. CARROLL HOLZER, PA

J. HOWARD HOLZER
1907-1989

THOMAS J. LEE
OF COUNSEL

THE 508 BUILDING

508 FAIRMOUNT AVE.
TOWSON, MD 21286
(410) 825-6961
FAX: (410) 825-4923

~~XXXXXXXXXXXXXXXXXXXX~~

E-Mail: jcholzer38@gmail.com

May 9, 2019
#8280

John E. Beverungen
Administrative Law Judge
Office of Administrative Hearings
105 West Chesapeake Avenue
Suite 103
Towson, Maryland 21204

RE: 2006 Far Out Lane
Case No.: 2019-0255-SPH

Dear Judge Beverungen:

Please enter my appearance on behalf of the following neighbors:

Erin and Cory Tallarico
2012 Far Out Lane
Sparks, Maryland 21152

Anne and Chuck Cornell
2000 Far Out Lane
Sparks, Maryland 21152

Harold and Sherry Elberfeld
2121 Akehurst (Far Out)
Sparks, Maryland 21152

Wanda C. and Stanley E. Bolt
1916 Akehurst Road
Sparks, Maryland 21152

Judie Levinson
2007 Far Out Lane
Sparks, Maryland 21152

Very truly yours,

J. Carroll Holzer

JCH:mlg

Enclosure

IN THE MATTER OF:

* BEFORE

2006 Far Out Lane
Non-Density Transfer

* THE

* ADMINISTRATIVE LAW JUDGE

5th Election District
3rd Councilmanic District

* FOR

* BALTIMORE COUNTY

*

* Case No.: 2019-0255-SPH

* * * * *

ENTRY OF APPEARANCE

Please enter the appearance of ***J. Carroll Holzer, Esquire*** on behalf of Protestants ***Erin and Cory Tallarico***, 2012 Far Out Lane, Sparks, Maryland 21152, ***Harold and Sherry Elberfeld***, 2121 Akehurst (Far Out), Sparks, Maryland 21152, ***Judie Levinson***, 2007 Far Out Lane, Sparks, Maryland 21152, ***Anne and Chuck Cornell***, 2000 Far Out Lane, Sparks, Maryland 21152 and ***Wanda C. and Stanley E. Bolt***, 1916 Akehurst Road, Sparks, Maryland 21152 in the above-captioned matter. Notice should be sent of any hearings, motions and other proceedings in this matter, and of the passage of any preliminary or final Order to undersigned counsel's address contained herein. All parties should copy ***J. Carroll Holzer, Esquire*** on all correspondence and documents sent in the instant matter.

Respectfully submitted,



J. CARROLL HOLZER, Esquire
J. CARROLL HOLZER, P.A.
508 Fairmount Avenue
Towson, Maryland 21286
410-285-6961
Attorney for Protestants

LAW OFFICE
HOLZER AND LEE
THE 508 BUILDING
508 FAIRMOUNT AVENUE
TOWSON, MARYLAND
21286

(410) 825-6961
FAX: (410) 825-4923

C:\My Docs\Entry of Appearance 2019\Far Out Lane 5/9/19

Real Property Data Search

Search Result for BALTIMORE COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Tax Exempt:		Special Tax Recapture:			
Exempt Class:		AGRICULTURAL TRANSFER TAX			
Account Identifier:		District - 05 Account Number - 0502020482			
Owner Information					
Owner Name:		FLYING J RANCH LLC		Use:	AGRICULTURAL
Mailing Address:		1940 AKEHURST RD SPARKS MD 21152-9531		Principal Residence:	NO
				Deed Reference:	/20680/ 00552
Location & Structure Information					
Premises Address:		YEOHO RD 0-0000		Legal Description:	6.336 AC WSR YEOHO R RER 2700 FT 5200 NW STRINGTOWN RD
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section: Block: Lot:
0027	0015	0197		0000	
				Assessment Year:	2017
				Plat No:	
				Plat Ref:	
Special Tax Areas:		Town:		NONE	
		Ad Valorem:			
		Tax Class:			
Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use	
			6.3300 AC	04	
Stories	Basement	Type	Exterior	Full/Half Bath	Garage
					Last Major Renovation
Value Information					
		Base Value	Value	Phase-in Assessments	
			As of 01/01/2017	As of 07/01/2018	As of 07/01/2019
Land:		1,100	1,100		
Improvements		0	0		
Total:		1,100	1,100	1,100	1,100
Preferential Land:		1,100			1,100
Transfer Information					
Seller: BESTE FREDERICK J,JR		Date: 09/14/2004		Price: \$0	
Type: NON-ARMS LENGTH OTHER		Deed1: /20680/ 00552		Deed2:	
Seller: BESTE FREDERICK J,JR		Date: 06/11/2004		Price: \$0	
Type: NON-ARMS LENGTH OTHER		Deed1: /20223/ 00524		Deed2:	
Seller: BESTE F J,J AG-U SE 86-87		Date: 06/29/1973		Price: \$0	
Type: NON-ARMS LENGTH OTHER		Deed1: /05373/ 00617		Deed2:	
Exemption Information					
Partial Exempt Assessments:	Class	07/01/2018		07/01/2019	
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:		AGRICULTURAL TRANSFER TAX			
Homestead Application Information					
Homestead Application Status: No Application					

Homeowners' Tax Credit Application Status: No Application

Date:

1. Ownership: Flying J Ranch LLC
2. Property Address: 2006 Far Out Lane
3. Deed reference: SM 20680/552
4. Property area: 6.3336 acres (per SM 20680/552)
5. Election District: 5th Councilmanic District: 3rd
6. Tax Map 27 Parcel 197 Tax Acc. # 05-02-020482
7. ADC Map Grid: 43451F
8. Position Sheets: 979W20
9. GIS Title Numbers: 02762
10. Regional Planning District: Prettyboy Regional Planning Dist. Code: 302
11. Growth Tier: 4 South Tier Description: Preservation & Conservation Areas
12. Watershed Name: Loch Raven Reservoir
13. URDL Land Type: 1
14. School Districts: Fifth District ES Hereford HS
15. Census Block: 240054050002001 Census Tract: 405000
16. The boundary shown hereon is from the title deed
17. The topography and the soils shown hereon is from GIS tile 02762

1. Subject to a 20' right of way for ingress & egress, with the use thereof in common with others. (SM 20680/552) - Far Out Lane
2. Together with the right and use of 10' for ingress and egress with the use in common with others. (SM 20680/552) - Far Out Lane
3. Together with the right of use in common with others entitled thereto to an existing 20' right of way leading southwesterly from Yeoho Road to the subject property. (SM 20680/552) - Far Out Lane

1. The proposed dwelling shown hereon will be served by a private septic system and a private well.
2. The septic reserve area shown hereon will be utilized for a proposed single family residence which will have 4 bedrooms
3. The existing well shown hereon will be utilized for the proposed single family residence.
4. There are no underground fuel tanks on the subject property.

Forest Conservation

1. Forest exists on the subject property.
2. A single lot declaration of intent will be submitted at the time of the building permit application For the 3.80 acre lot.

Forest Buffer

1. Wetlands exist on the subject property.
2. The owner of the 3.80 acre lot will grant a Declaration of Protective Covenants to Baltimore County for the protection of the existing streams and wetlands to meet the Forest Buffer requirements as a part of the building permit process.
3. No flood plain for the tributary is shown on the current FEMA Flood Map.
4. The subject property is not located within a 100 year flood plain.
5. The subject property is not in the Chesapeake Bay Critical Area.

No portion of the subject property is being used for agricultural purposes. The subject property is entirely wooded.

1. The requirements for storm water management will be met as a part of the building permit process.
2. The owner will record an easement agreement to Baltimore County for the storm water management facilities as a part of the building permit process.

Current Zoning RC 2

Devolution of Title

The subject property was created on May 21, 1965 in 4461/110.

The developer's surveyor has confirmed that no part of the gross area of this property as shown on this plan has ever been utilized, recorded, or represented as density or area to support any off-site dwellings.

Zoning History

There have been no zoning hearings concerning the subject property

Density Calculations

Gross area: 6.3336 acres
 Lots permitted: 2 (the subject property was created prior to 1979)
 Lots proposed: 1
 Density remaining: 1

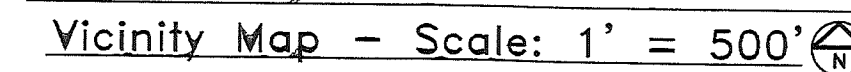
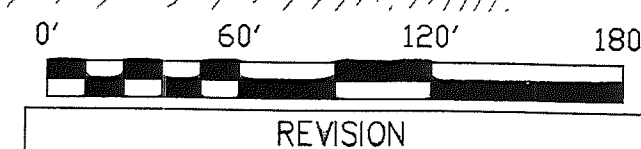
R.C. 2 Setbacks for Residential Single Family Dwellings

Front: 75 feet from the centerline of any street or road
Side / Rear: 35 feet from any lot line other than a street or road line

1. The subject property is located in the Western Run / Belfast National Register Historic District.
2. Far Out Lane is not designated as a Baltimore County scenic.

The soils shown here were acquired for GIS Tile 02782

PROPERTY ADDRESS	TYPE OF INFO	EXISTS (Y/N)	SOURCE		LOCATED BY SURVEY	UNKNOWN	COMMENTS
			AS PER DEPRM FILES	AS PER PROPERTY OWNER			
#2002 FAR OUT LANE	WELL	Y			X		
	SEPTIC	Y			X		
#2007 FAR OUT LANE	WELL	Y			X		
	SEPTIC	Y				X	REAR YARD
#2012 FAR OUT LANE	WELL	Y			X		
	SEPTIC	Y			X		
#1940 AKEHURST ROAD	WELL	Y				X	
	SEPTIC	Y				X	

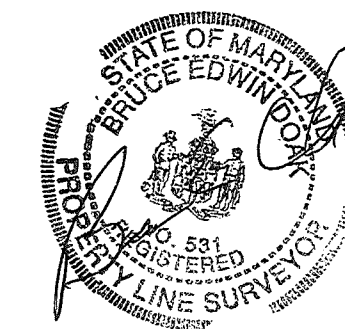


Bruce E. Doak Consulting, LLC
Land Use Expert and Surveyor
3801 Baker Schoolhouse Road
Freeland, MD 21053
o 443-900-5535 m 410-419-4906
bdoak@bruceedoakconsulting.com

PLAN TO ACCOMPANY
A ZONING PETITION
FOR THE
FLYING J RANCH LLC PROPERTY
#2008 FAR OUT LANE
BALTIMORE COUNTY, MARYLAND
5th ELECTION DISTRICT 3rd COUNCILMANIC DISTRICT

Date: 2/8/2019

Scale: 1" = 60'



2019-1255-SPH

GENERAL SITE INFORMATION

- Ownership: Flying J Ranch LLC
- Property Address: 2006 Far Out Lane
- Deed reference: SM 20680/552
- Property area: 6.3336 acres (per SM 20680/552)
- Election District: 5th Councilmanic District: 3rd
- Tax Map 27 Parcel 197 Tax Acc. # 05-02-020482
- ADC Map Grid: 43451F
- Position Sheets: 97NW20
- GIS Title Numbers: 02782
- Regional Planning District: Prettyboy Regional Planning Dist. Code: 302
- Growth Tier: 4 Growth Tier Description: Preservation & Conservation Areas
- Watershed Name: Loch Raven Reservoir
- URDL Land Type: 1
- School Districts: Fifth District ES Hereford MS Hereford HS
- Census Block: 240054050002001 Census Tract: 405000
- The boundary shown hereon is from the title deed
- The topography and the soils shown hereon is from GIS tile 02782

PROPERTY ACCESS

- Subject to a 20' right of way for ingress & egress, with the use thereof in common with others. (SM 20680/552) - Far Out Lane
- Together with the right and use of 10' for ingress and egress with the use in common with others. (SM 20680/552) - Far Out Lane
- Together with the right of use in common with others entitled thereto to an existing 20' right of way leading southwesterly from Yeoho Road to the subject property. (SM 20680/552) - Far Out Lane

GROUND WATER MANAGEMENT

- The proposed dwelling shown hereon will be served by a private septic system and a private well.
- The septic reserve area shown hereon will be utilized for a proposed single family residence which will have 4 bedrooms
- The existing well shown hereon will be utilized for the proposed single family residence.
- There are no underground fuel tanks on the subject property.

ENVIRONMENTAL IMPACT

Forest Conservation

- Forest exists on the subject property.
- A single lot declaration of intent will be submitted at the time of the building permit application for the 3.80 acre lot.

Forest Buffer

- Wetlands exist on the subject property.
- The owner of the 3.80 acre lot will grant a Declaration of Protective Covenants to Baltimore County for the protection of the existing streams and wetlands to meet the Forest Buffer requirements as a part of the building permit process.
- No flood plain for the tributary is shown on the current FEMA FIRM Map.
- The subject property is not located within a 100 year flood plain.
- The subject property is not in the Chesapeake Bay Critical Area.

AGRICULTURE

No portion of the subject property is being used for agricultural purposes. The subject property is entirely wooded.

STORM WATER MANAGEMENT

- The requirements for storm water management will be met as a part of the building permit process.
- The owner will record an easement agreement to Baltimore County for the storm water management facilities as a part of the building permit process.

OFFICE OF ZONING

Current Zoning RC 2

Devolution of Title

The subject property was created on May 21, 1965 in 4461/110.

The developer's surveyor has confirmed that no part of the gross area of this property as shown on this plan has ever been utilized, recorded, or represented as density or area to support any off-site dwellings.

Zoning History

There have been no zoning hearings concerning the subject property.

Density Calculations

Gross area: 6.3336 acres
Lots permitted: 2 (the subject property was created prior to 1979)
Lots proposed: 1
Density remaining: 1

R.C. 2 Setbacks for Residential Single Family Dwellings

Front: 75 feet from the centerline of any street or road
Side / Rear: 35 feet from any lot line other than a street or road line

DEPARTMENT OF PLANNING

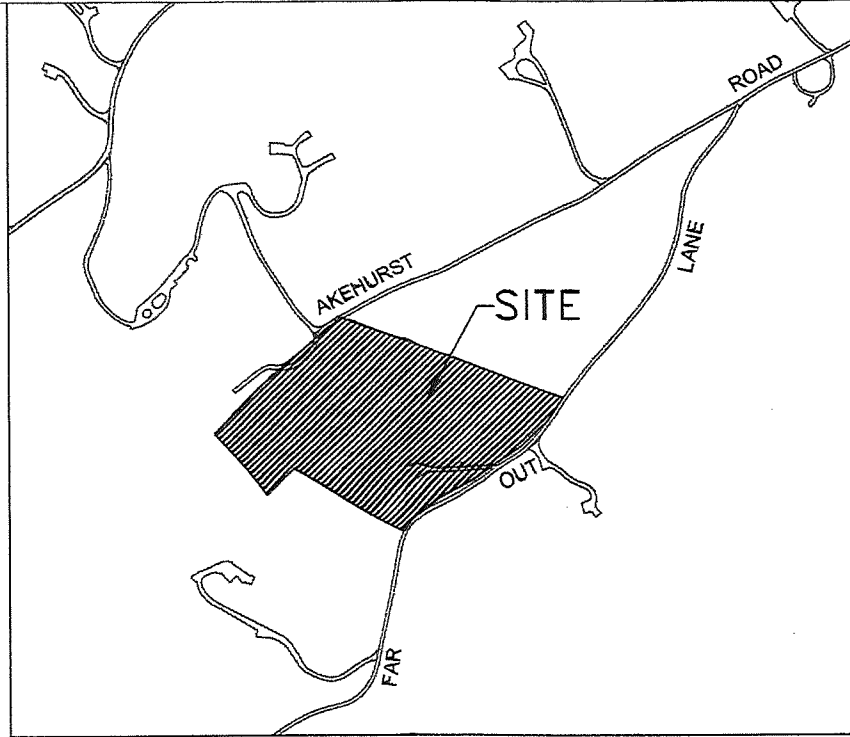
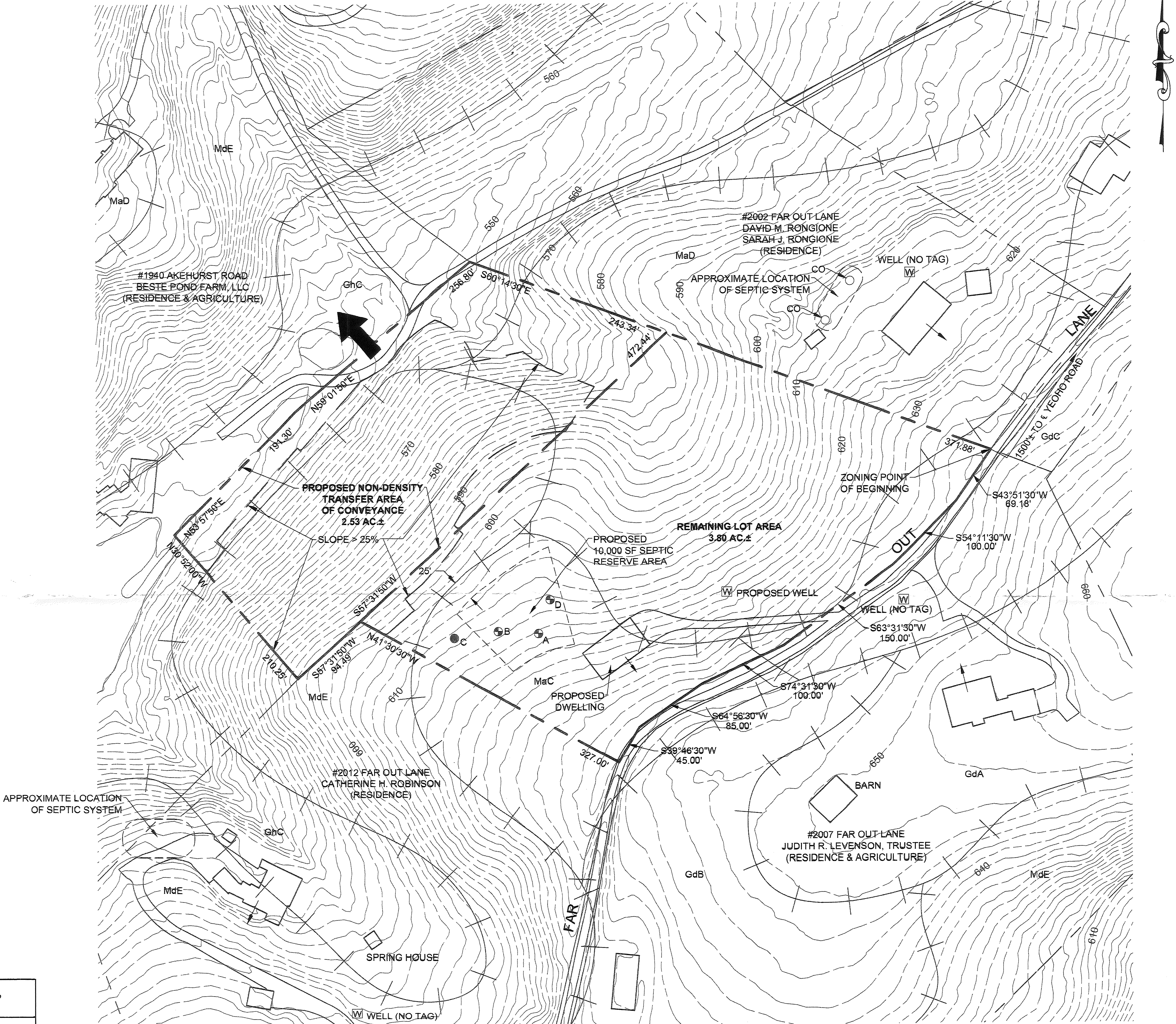
- The subject property is located in the Western Run / Belfast National Register Historic District.
- Far Out Lane is not designated as a Baltimore County scenic.

GROUND WATER MANAGEMENT

- The soils shown heron were acquired for GIS Title 02782

WELL & SEPTIC INFORMATION FOR SURROUNDING PROPERTIES WITHIN 200'

PROPERTY ADDRESS	TYPE OF INFO	EXISTS (Y/N)	AS PER DEED FILES	SOURCE AS PER PROPERTY OWNER	LOCATED BY SURVEY	UNKNOWN	COMMENTS
#2002 FAR OUT LANE	WELL	Y			X		
	SEPTIC	Y			X		
#2007 FAR OUT LANE	WELL	Y			X		
	SEPTIC	Y				X	REAR YARD
#2012 FAR OUT LANE	WELL	Y			X		
	SEPTIC	Y			X		
#1940 AKEHURST ROAD	WELL	Y				X	
	SEPTIC	Y				X	

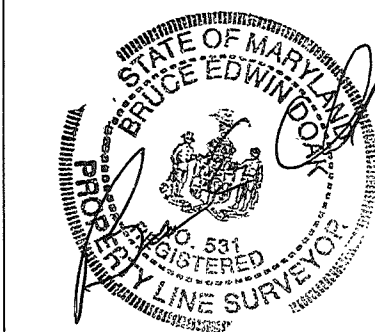


Vicinity Map - Scale: 1" = 500'

Bruce E. Doak Consulting, LLC
Land Use Expert and Surveyor
3801 Baker Schoolhouse Road
Freeland, MD 21063
o 443-900-5555 m 410-419-4906
bdoak@bruceedoakconsulting.com

PLAN TO ACCOMPANY
A ZONING PETITION
FOR THE
FLYING J RANCH LLC PROPERTY
#2008 FAR OUT LANE
BALTIMORE COUNTY, MARYLAND
5th ELECTION DISTRICT 3rd COUNCILMANIC DISTRICT

Date: 2/8/2019
Scale: 1" = 60'



2019-0255-SPH