E-FILED; Baltimore County Circuit Court
Docket: 4/4/2022 2:55 PM; Submission: 4/4/2022 2:55 PM

DAVID KOSHKARMAN, *et al.*	*	IN THE
Petitioners	*	CIRCUIT COURT
FOR JUDICIAL REVIEW OF THE DECISION OF THE BOARD OF APPEALS OF BALTIMORE COUNTY DATED MARCH 11, 2020	*	FOR
	*	BALTIMORE COUNTY
	*	CASE NO. C-03-CV-20-001593

****

DISMISSAL OF PETITION FOR JUDICIAL REVIEW

Petitioners, David Koshkarman and Esther Koshkarman, by their attorney, G. Macy Nelson, dismiss their Petition for Judicial Review because this dispute is subject to the jurisdiction of Bais Din. Petitioners will present the legal issues presented in this Petition for Judicial Review to the Bais Din in accordance with paragraph 7 of the decision of the Bais Din.

Respectfully submitted,

G. Macy Nelson, Esquire
Law Office of G. Macy Nelson, LLC
600 Washington Avenue, Suite 202
Towson, Maryland 21204
(410) 296-8166
gmacynelson@gmacynelson.com
AIS No. 8112010268

Attorney for Petitioners

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of April, 2022, a copy of the foregoing Dismissal of Petition for Judicial Review was served via the Court's Odyssey E-Filing System to:

Timothy Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204

G. Macy Nelson
AIS No. 8112010268

IN RE: DAVID AND ESTHER KOSHKARMAN LEGAL OWNERS AND PETITIONERS FOR SPECIAL HEARING ON THE PROPERTY LOCATED AT 3200 TIMBERFIELD LANE 3RD ELECTION DISTRICT 2ND COUNCILMANIC DISTRICT	*	BEFORE THE
	*	BOARD OF APPEALS
	*	OF
	*	BALTIMORE COUNTY
	*	Case No. 19-264-SPH

* * * * * * * * * * * *

OPINION

This matter concerns a request by David and Esther Koshkarman (Petitioners) to seek review of a minor subdivision plan approved by Baltimore County ("County") in 2016. This review is sought by way of a Petition for Special Hearing pursuant to the Baltimore County Zoning Regulations (BCZR) § 500.7 ("Petition"). They are opposed by 3200 Timberfield LLC ("Timberfield"), which requested and received approval for the minor subdivision in 2016. The matter was first presented to Administrative Law Judge Lawrence M. Stahl. Timberfield filed a Motion to Dismiss which Judge Stahl granted by an Opinion and Order dated June 27, 2019. This timely appeal followed and was heard on October 29, 2019. Timberfield made an oral motion to dismiss on the date of the hearing. By agreement, the parties submitted on the written record as presented to Judge Stahl and made oral arguments to this Board of Appeals. We held a public deliberation on December 11, 2019. Based on our *de novo* review, we also dismiss the Petition.

Timberfield originally owned a parcel of approximately 3.085 acres located in Pikesville, Maryland. After two false starts, Timberfield submitted a two-lot minor subdivision plan, which was accepted by the County on or about June 9, 2016. It was denoted as 14-024M, PAI #03-0501, MIN-2016-00006-C. The plan created a small lot of approximately .26 acres in the front with an existing house and a large back lot of approximately 2.8 acres which is undeveloped. This minor subdivision

plan included a driveway easement through the east side of the small front lot to service the back lot. Timberfield had created this easement by deed dated January 29, 2016 and recorded in the Land Records Office on or about February 17, 2016, some six months **before** the minor subdivision plan was approved. The easement was recorded at Liber 37181, Folio 203.

On or about November 7, 2016, David and Esther Koshkarman entered into a contract to purchase the front lot. On November 9, 2016, an Addendum to the sales contract was executed by Timberfield, as seller, and David Koshkarman, individually, as buyer. The Addendum expanded upon and explained certain parts of the sales contract that had been signed by both Koshkarmans[1]. By its terms, the Addendum was to survive the final deed and remain in full force after the deed, showing Mr. and Mrs. Koshkarman as tenants by the entireties, was issued.

Paragraph two (2) of the Addendum specifically recites the various easements, and expressly refers by book and page to the driveway easement that was recorded in the Land Records Office at Liber 37181, Folio 203. That paragraph goes on to state ". . .Buyer and Seller have discussed and agreed upon the intent of the Easements as well as driveways. . ." And, finally, that paragraph also states that "Buyer acknowledges his understandings of these instruments and information and covenants that he will fully cooperate with all activities, installations, construction necessary or appropriate to carry out the spirit of the Plan, Approved Subdivision, and Easements."

Paragraph three (3) of the Addendum reads as follows ("Concession"):

> **Concession to Buyer.** In consideration for Buyer's full cooperation now and in the future as set forth above and refraining from installing any fencing or other obstructions in or near the Easements until the actions are completed to develop the Lots and affect spirit of the Plan and Approved Subdivision, Seller at closing shall credit to Buyer the amount of One Thousand Five Hundred Dollars ($1,500.00).

[1] The November 7 sales contract does not appear to be in the record. The parties indicated at argument before the Board that it had been executed by both Mr. and Mrs. Koshkarman.

Though the paragraph could be better drafted, the arguments of counsel before this Board reflected the mutual understanding that this paragraph meant that Fifteen Hundred Dollars ($1,500.00) was consideration for not contesting anything regarding the easements, including the driveway easement, as well as the minor subdivision plan. In fact, counsel for the Petitioners only argument on this issue was that the Concession was unenforceable, at least as against Mrs. Koshkarman, because Mrs. Koshkarman did not sign the Addendum. It was not argued that the Concession did not otherwise mean that there would be payment for forbearance from challenging the propriety of the driveway easement and the minor subdivision plan itself.

Finally, paragraph five (5) of the Addendum stated "any dispute that may arise in connection with the Contract, this Addendum, the Property, Easements, and/or Approved Subdivision shall be submitted. . ." for arbitration to the Baltimore Beis Din, a well-recognized Jewish Rabbinical Court.

Settlement was held on December 7, 2016. The settlement included both Mr. and Mrs. Koshkarman. The settlement sheet was signed by both and reflected the One Thousand Five Hundred Dollars ($1,500) credit pursuant to paragraph three (3) of the Addendum. There is nothing on the settlement sheet to indicate that the $1,500 was only for the benefit of Mr. Koshkarman. The deed was issued that same day and listed Mr. and Mrs. Koshkarman as tenants by the entireties.

On or about March 8, 2019, the Koshkarmans filed a request for a special hearing pursuant to BCZR § 500.7. This type of petition is akin to a declaratory judgment action. The Petition sought a declaration that the minor subdivision plan was improper because the easement to service the back lot was created without either approval by an administrative law judge in accordance with the Baltimore County Code (BCC) § 32-4-409(c) or pursuant to a Director's waiver in accordance with BCC § 32-4-409(k).

It would appear that the minor subdivision plan was approved without complying with

§§ 409(c) or 409(k). Compliance with at least one of those provisions is necessary in order for the type of easement at issue here to be valid. Nonetheless, Judge Stahl dismissed the Petition, and he did so for three (3) reasons.

First, Judge Stahl held that there was no direct authority in the Baltimore County Code or the BCZR for the Office of Administrative Hearings to review the approval of a minor subdivision plan. Petitioners had argued in reliance on *In Re Castronovo*, Circuit Court for Baltimore County, Case No. 03-C-15-6323 (February 25, 2016), that there was indirect authority by reason of the general authorization to seek special hearings pursuant to BCZR § 500.7. Judge Stahl determined that *Castronovo* did not apply because that case related specifically to review of Critical Area Regulations, which, unlike minor subdivision plans, are specifically addressed and incorporated into the BCZR. Secondly, Judge Stahl indicated that if there was any review possible, such review had to be taken at the time the Development Review Committee (DRC) had granted an exemption for a minor subdivision plan, that is, in the summer of 2016. According to Judge Stahl, the DRC action was an "operable event" within the meaning of *Beth Tfiloh Congregation v. Glyndon Community Assn.*, 152 Md. App. 97 (2003). As such, if reviewable, it was reviewable by the Board of Appeals within thirty (30) days of its approval. That approval could not be challenged almost three (3) years later by camouflaging it as a request for a special hearing pursuant to § 500.7 seeking to have an administrative law judge and then the Board of Appeals declare the minor subdivision to have been invalid. Finally, Judge Stahl ruled that the matter was required to be referred to the Beis Din for arbitration because the Addendum indicated that the parties had agreed that any such disputes associated with the transaction be resolved by the Beis Din.

Judge Stahl may well be correct in his analysis, but the Board has reached the same result by a somewhat different approach. Taking the arbitration issue first, we were not convinced that the

arbitration agreement was intended to apply beyond the questions related to the interpretation of the terms and inter-relationship of the **language** of the contract, Addendum, and deed themselves. Particularly given the highly specialized area of minor subdivision process and substance, it seemed illogical that the parties intended that a question like the *per se* legitimacy of a minor subdivision plan was a matter to be resolved by a Rabbinical Court. At the very least, we were unwilling to dismiss the Petition on that basis without a more fully developed record regarding the intended scope of the Beis Din referral.

As to his jurisdictional points – no authority to review, but if so, any such review is time-barred.[2] We believe that Judge Stahl may be correct that the § 500.7 process does not provide an alternative appeal method for challenging a minor subdivision plan, particularly where that review is sought three (3) years after its approval. To accept Petitioners' position would lead to the conclusion that minor subdivision plans are never final and are forever reviewable which is an absurd result on its face. Nonetheless, we determined that it was easier to decide this matter without having to parse the esoterica of a minor subdivision plan substance and procedure. Instead, we base our decision to order a dismissal of the Petition on the Koshkarmans' clear waiver of any right to challenge the minor subdivision and the driveway easement. This waiver is established beyond all doubt by the Addendum (including its recitals and the Concession) and the closing documentation.

Petitioners had all of the information about the driveway easement available. First, it was recorded in the Land Records before all of the operative events occurred which means that a title search would disclose it. Consequently, they had constructive notice and are bound by the terms of the recorded easement. *Steuart Trans. Co. v. Ashe*, 269 Md. 74, 88-89 (1973). Secondly, the Addendum cites the easement expressly in paragraph two (2), referring to its location by liber and

[2] The failure to take a timely appeal is typically viewed as a jurisdictional defect. *Won Son Lee v. Won Bok Lee*, 240 Md. App. 47, 57-59 (2019).

folio in the Land Records Office. As such, a title search was not even necessary. The Petitioner read it or should have read it in the Contract of Sale (including the Addendum). That same paragraph indicated that there had been discussions between the buyer and Seller regarding the driveway easement, and the Buyer specifically "acknowledge[d] his understanding of all of these. . .easements. . .". Those same provisions refer to the minor subdivision plan and indicate, as well, that the buyer/Petitioner understood the nature of that agreement. Finally, of course, the buyer/Petitioner actually received monetary consideration predicated on the understanding of, and agreement to not interfere with, the easement and subdivision plan. There was nothing hidden or surreptitious about the easement and its location within the subdivision. By its terms, the Addendum survived the issuance of the deed and continues to be enforceable.

Petitioners try to avoid the effect of the Addendum by arguing that because the Addendum was only signed by Mr. Koshkarman, it does nothing to preclude Esther Koshkarman from pursuing this action. It is true, as Petitioners note, that simply being married does not, **in and of itself**, create an agency relationship. *State v. One 1984 Toyota Truck*, 311 Md. 171, 186 (1987). Where, however, one spouse acted for the benefit of both parties with the express or implied authority of the other, or where the other spouse subsequently ratified the transaction, the agency relationship is established between spouses regarding property held as tenants by the entireties. *See Arbesman v. Winer*, 298 Md. 282, 290-91 (1983) and cases cited therein. Here, there is far more than the mere nature of the tenancy by which that agency is established. First, they both signed the sales contract, which contemplated that they would be joint owners. Secondly, the deed itself in fact lists them as joint owners. The Addendum was clearly for the benefit of both spouses. It relates to, modifies the joint contract, and by its terms, survives the deed, which was issued to the Koshkarmans as tenants by the entireties. Further, as reflected in the settlement sheet at closing, Mrs. Koshkarman actually shared

in, and was enriched from, the One Thousand Five Hundred Dollars ($1,500) credit taken at settlement pursuant to the Concession, and that the settlement sheet is signed by both Mr. and Mrs. Koshkarman. These facts all support the logical inference that Mr. Koshkarman was acting for both he and his wife when he executed the Addendum. There is simply nothing in the transaction, which gives rise to a finding of parallel but distinct ownership or authority between the Koshkarmans as to this transaction. Apart from the logic by which one concludes that Mr. Koshkarman was Mrs. Koshkarman's agent for the purposes of the Addendum, the fact that Mrs. Koshkarman received the benefit of the One Thousand Five Hundred Dollars ($1,500) is a clear and unmistakable ratification of the Addendum by her for agency purposes. It also operates independently as an estoppel against her from claiming that she is not bound by the Addendum. She cannot now disavow a contract from which she willingly received a benefit and upon which Timberfield relied to its detriment. *See e.g. Wright v. Wagner*, 182 Md. 483, 490-94 (1943) (discussing the close relationship between waiver and equitable estoppel and finding both applicable on the facts of that case).

CONCLUSION

For the reasons stated above, we find that the Petitioners, David and Esther Koshkarman, have waived any claim that they may have to challenge the minor subdivision plan and the easement through their property contained therein. We also find that Esther Koshkarman is equitably estopped from asserting that the Addendum to the Sales Contract does not apply to her. Accordingly, the Petition must be dismissed. We decline to hold on this record, and make no finding that the referral to the Beis Din precludes the petition for a special hearing.

ORDER

THEREFORE, ON THIS 11th day of March, 2020, the Board of Appeals of Baltimore County hereby

ORDERED that, in accordance with the conclusions stated above, David and Esther Koshkarman have waived any right that they may have had to seek review pursuant to BCZR §500.7 of the validity of the Minor Subdivision Plan and any easements related thereto concerning 3200 Timberfield Lane, Pikesville, Maryland 21208, said Minor Subdivision Plan denoted as 14-024M, PAI #03-0501, MIN-2016-00006-C; and it is further

ORDERED that Esther Koshkarman is equitably estopped from asserting that the provisions in the Addendum to the Sales Contract do not apply to her; and it is further

ORDERED that the Petition for Special Hearing filed in this matter be, and the same hereby is, **DISMISSED**.

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules*.

BOARD OF APPEALS
OF BALTIMORE COUNTY

Joseph L. Evans

Kendra Randall Jolivet

William A. McComas

Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180
FAX: 410-887-3182

March 11, 2020

G. Macy Nelson, Esquire
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204

Timothy M. Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204

RE: *In the Matter of: David and Esther Koshkarman – Legal Owners*
Case No.: 19-264-SPH

Dear Counsel:

Enclosed please find a copy of the final Opinion and Order issued this date by the Board of Appeals of Baltimore County in the above subject matter.

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules*, **WITH A PHOTOCOPY PROVIDED TO THIS OFFICE CONCURRENT WITH FILING IN CIRCUIT COURT. Please note that all Petitions for Judicial Review filed from this decision should be noted under the same civil action number.** If no such petition is filed within 30 days from the date of the enclosed Order, the subject file will be closed.

Very truly yours,

Sunny Cannington /taz

Krysundra "Sunny" Cannington
Administrator

KLC/taz
Enclosure
Duplicate Original Cover Letter

c: David and Esther Koshkarman
3200 Timberfield, LLC
Office of People's Counsel
Paul M. Mayhew, Managing Administrative Law Judge
C. Pete Gutwald, Director/Office of Planning
Michael D. Mallinoff, Director/PAI
Nancy C. West, Assistant County Attorney/Office of Law
James R. Benjamin, Jr., County Attorney/Office of Law

Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180
FAX: 410-887-3182

June 9, 2020

G. Macy Nelson, Esquire
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204

Timothy M. Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204

RE: Petition for Judicial Review
Circuit Court Civil Action No.: C-03-CV-20-001593
In the Matter of: David and Esther Koshkarman
Board of Appeals Case No.: 19-264-SPH

Dear Counsel:

Kindly note that the Proceedings before the Administrative Law Judge and the Board of Appeals of Baltimore County have been filed with the Circuit Court for Baltimore County via the Maryland Electronic Courts and E-filing system. Enclosed is a copy for your records.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Tammy A. Zahner
Legal Secretary

Duplicate Original Cover Letter
Enclosure

c: David and Esther Koshkarman
Erin H. Murphy, Resident Agent/3200 Timberfield, LLC
Nancy C. West, Assistant County Attorney/Office of Law

IN THE CIRCUIT COURT *
FOR BALTIMORE COUNTY
*
PETITION OF:
DAVID AND ESTHER KOSHKARMAN *
FOR JUDICIAL REVIEW OF THE OPINION OF * CIVIL ACTION
THE BOARD OF APPEALS NO.: C-03-CV-20-001593
OF BALTIMORE COUNTY *
Jefferson Building, Suite 203
105 W. Chesapeake Avenue *
Towson, MD 21204
*
IN THE MATTER OF:
DAVID AND ESTHER KOSHKARMAN *
Legal Owners and Petitioners for
Special Hearing on the Property located at *
3200 Timberfield Lane
*
3RD ELECTION DISTRICT
2ND COUNCILMANIC DISTRICT *
BOARD OF APPEALS CASE NO.: 19-264-SPH *
* * * * * * * * * * * * *

PROCEEDINGS BEFORE THE ADMINISTRATIVE LAW JUDGE AND THE BOARD OF APPEALS OF BALTIMORE COUNTY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

And now comes the Board of Appeals of Baltimore County and, in answer to the Petition for Judicial Review directed against it in this case, herewith transmits the record of proceedings had in the above-entitled matter, consisting of the original papers on file in the Department of Permits, Approvals and Inspections and the Board of Appeals of Baltimore County:

ENTRIES FROM THE DOCKET OF THE BOARD OF APPEALS AND DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS OF BALTIMORE COUNTY

March 8, 2019	Petition for Special Hearing filed by G. Macy Nelson, Esquire on behalf of David Koshkarman and Esther Koshkarman requesting an order that the proposed road for ingress and egress to the back lot is illegal because the road is not on an in-fee strip and because the ALJ did not approve the access in accordance with BCC, Section 32-4-409(c) and the Director did not grant a waiver in accordance with Section 32-4-409(k). The ALJ should also order that the road is illegal because it violates the applicable setback requirement.
March 13, 2019	Entry of Appearance filed by People's Counsel for Baltimore County.
April 8, 2019	Notice of Zoning Hearing
April 15, 2019	Certificate of Posting
April 16, 2019	Certificate of Publication in newspaper.
April 18, 2019	Subpoenas issued by the Office of Administrative Hearings to Brent Williams, Development Review Planner, and to Jenifer Nugent, Chief-Development Review and Strategic Planning at the request of G. Macy Nelson, Esquire.
April 23, 2019	E-mail to the Office of Administrative Hearings from Timothy M. Kotroco, Esquire requesting a postponement as the posting requirement have not been satisfied.
April 23, 2019	E-mail from Michael Mohler, Acting Director of PAI, agreeing to the postponement request.
April 30, 2019	Letters to Brent Williams, Development Review Planner, and to Jenifer Nugent, Chief-Development Review and Strategic Planning from G. Macy Nelson, Esquire advising that hearing was postponed.
May 1, 2019	ZAC Comments
May 1, 2019	Affidavits of Service filed by Linda D. DellaRose, Law Office of G. Macy Nelson, LLC.
May 3, 2019	Amended Certificate of Posting.
May 23, 2019	Subpoenas issued by the Office of Administrative Hearings to Brent Williams, Development Review Planner, and to Jenifer Nugent, Chief-Development Review and Strategic Planning at the request of G. Macy Nelson, Esquire.

June 4, 2019	Affidavits of Service filed by Linda D. DellaRose, Law Office of G. Macy Nelson, LLC.
June 11, 2019	E-mail to ALJ Beverungen from Timothy M. Kotroco, Esquire regarding Motion to Dismiss.
June 12, 2019	Property Owner's Motion to Dismiss filed by Timothy M. Kotroco, Esquire on behalf of 3200 Timberfield, LLC.
June 17, 2019	Administrative Law Judge convened for a hearing.
June 21, 2019	Memorandum in Support of Property Owner's Motion to Dismiss filed by Timothy M. Kotroco, Esquire on behalf of 3200 Timberfield, LLC.
June 24, 2019	Petitioners' Opposition to Property Owner's Motion to Dismiss filed by G. Macy Nelson, Esquire on behalf of David and Esther Koshkarman.
June 27, 2019	Opinion and Order issued by the Administrative Law Judge wherein the Movants Motion to Dismiss was GRANTED; and the Petition for Special Hearing was DISMISSED.
July 24, 2019	Notice of Appeal filed by G. Macy Nelson, Esquire on behalf of David and Esther Koshkarman.
July 25, 2019	Appeal received by the Board.
August 7, 2019	Notice of Assignment issued by the Board.
August 12, 2019	Letter to Board from G. Macy Nelson, Esquire requesting a postponement as he will be out of town.
August 20, 2019	Notice of Postponement and Reassignment issued by the Board.
September 13, 2019	Subpoenas issued by the Board to Brent Williams, Development Review Planner, and to Jenifer Nugent, Chief-Development Review and Strategic Planning at the request of G. Macy Nelson, Esquire.
September 25, 2019	Affidavits of Service filed by Linda D. DellaRose, Law Office of G. Macy Nelson, LLC.
October 29, 2019	Board convened for a Hearing.

Exhibits submitted at Hearing before the Board of Appeals:

Petitioners' Exhibit No.

1 – Memo before ALJ (Petitioners' Opposition to Property Owner's Motion to Dismiss)
2 – Aerial photo (Motion)
3 – My Neighborhood Map blow-up (Motion)
4A-D – Photographs (Motion)
5 – Concept Plan
6 – County Rulings
7 – Memo to Carl W. Richard, Jr. dated 10/6/15
8 – Fire Department Memo dated 12/8/15
9 – Memo to Carl W. Richard, Jr. dated 12/10/15
10 – Bais Din letter

Protestants Exhibit No.

1 – Memo before ALJ (Property Owner's Motion to Dismiss and Memorandum in Support)
2 – Settlement Sheet
3 – Deed
4 – All Easements
5 – Subdivision Plan
6 – Photo with sign

October 29, 2019 — Letter to Board from G. Macy Nelson, Esquire providing three copies of Petitioners' Opposition to Property Owner's Motion to Dismiss filed with the Office of Administrative Hearings.

October 30, 2019 — Letter to Board from G. Macy Nelson, Esquire providing three copies of Petitioners' Petition for Zoning Hearing filed March 8, 2019.

December 11, 2019 — Board convened for Public Deliberation.

March 11, 2020 — Opinion and Order issued by the Board wherein it was Ordered that David and Esther Koshkarman have waived any right they may have had to seek review pursuant to BCZR §500.7 of the validity of the Minor Subdivision Plan and any easements related thereto concerning 3200 Timberfield Lane, Pikesville, Maryland 21208, and Minor Subdivision Plan denoted as 14-024M, PAI #03-0501, MIN-2016-00006-C; and it was Ordered that Esther Koshkarman is equitably estopped from asserting that the provisions in the Addendum to the Sales Contract do not apply to her; and it was Ordered that the Petition for Special Hearing be DISMISSED.

April 9, 2020	Petition for Judicial Review filed in the Circuit Court for Baltimore County by G. Macy Nelson, Esquire on behalf of David Koshkarman and Esther Koshkarman.
April 15, 2020	Copy of Petition for Judicial Review received from the Circuit Court for Baltimore County by the Board of Appeals.
April 20, 2020	Certificate of Compliance sent to all parties and interested persons.
June 9, 2020	Transcript of testimony filed.
June 9, 2020	Record of Proceedings filed in the Circuit Court for Baltimore County.

Record of Proceedings pursuant to which said Order was entered and upon which said Board acted are hereby forwarded to the Court, together with exhibits entered into evidence before the Board.

Tammy A. Zahner

Tammy A. Zahner, Legal Secretary
Board of Appeals for Baltimore County
The Jefferson Building, Suite 203
105 W. Chesapeake Avenue
Towson, Maryland 21204
(410) 887-3180
appealsboard@baltimorecountymd.gov

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 9th day of June, 2020 a copy of the foregoing was mailed first class mail, postage prepaid, or inter-office mail to the following:

G. Macy Nelson, Esquire
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, MD 21204

David and Esther Koshkarman
3200 Timberfield Lane
Pikesville, MD 21208

Nancy C. West, Assistant County Attorney
Baltimore County Office of Law
The Historic Courthouse
400 Washington Avenue
Towson, MD 21204

Timothy M. Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, MD 21204

3200 Timberfield, LLC
c/o Erin H. Murphy, Resident Agent
6615 Reisterstown Road, #300
Baltimore, MD 21215

Tammy A. Zahner
Tammy A. Zahner

IN THE CIRCUIT COURT *
FOR BALTIMORE COUNTY

*

PETITION OF:
DAVID AND ESTHER KOSHKARMAN *

FOR JUDICIAL REVIEW OF THE OPINION OF * CIVIL ACTION
THE BOARD OF APPEALS NO.: C-03-CV-20-001593
OF BALTIMORE COUNTY *
Jefferson Building, Suite 203
105 W. Chesapeake Avenue *
Towson, MD 21204

*

IN THE MATTER OF:
DAVID AND ESTHER KOSHKARMAN *
Legal Owners and Petitioners for
Special Hearing on the Property located at *
3200 Timberfield Lane

*

3RD ELECTION DISTRICT
2ND COUNCILMANIC DISTRICT *

BOARD OF APPEALS CASE NO.: 19-264-SPH *

* * * * * * * * * * * * *

CERTIFICATE OF COMPLIANCE

Madam Clerk:

Pursuant to the Provisions of Rule 7-202(d) of the *Maryland Rules*, the Board of Appeals of Baltimore County has given notice by mail of the filing of the Petition for Judicial Review to the representative of every party to the proceeding before it; namely:

G. Macy Nelson, Esquire
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, MD 21204

David and Esther Koshkarman
3200 Timberfield Lane
Pikesville, MD 21208

Timothy M. Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, MD 21204

3200 Timberfield, LLC
c/o Erin H. Murphy, Resident Agent
6615 Reisterstown Road, #300
Baltimore, MD 21215

Nancy C. West, Assistant County Attorney
Baltimore County Office of Law
The Historic Courthouse
400 Washington Avenue
Towson, MD 21204

A copy of said Notice is attached hereto and prayed that it may be made a part hereof.

I HEREBY CERTIFY that on this 20th day of April, 2020, a copy of the foregoing was mailed first class mail, postage prepaid, to the individuals listed above.

Tammy A. Zahner

Tammy A. Zahner, Legal Secretary
Board of Appeals for Baltimore County
The Jefferson Building, Suite 203
105 W. Chesapeake Avenue
Towson, Maryland 21204
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Board of Appeals of Baltimore County

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April 20, 2020

G. Macy Nelson, Esquire
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204

Timothy M. Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204

RE: Petition for Judicial Review
Circuit Court Civil Action No.: C-03-CV-20-001593
In the Matter of: David and Esther Koshkarman
Board of Appeals Case No.: 19-264-SPH

Dear Counsel:

Notice is hereby given, in accordance with the Maryland Rules, that a Petition for Judicial Review was filed by G. Macy Nelson, Esquire on behalf of David and Esther Koshkarman, in the Circuit Court for Baltimore County from the decision of the County Board of Appeals rendered in the above matter. The County Board of Appeals received written notification of acceptance from the Circuit Court for Baltimore County on April 15, 2020. Any party wishing to oppose the petition must file a response with the Circuit Court for Baltimore County within 30 days after the date of this letter, pursuant to the Maryland Rules.

In accordance with the Maryland Rules, the Board of Appeals is required to submit the record of proceedings of the Petition for Judicial Review within 60 days. Mr. Nelson, having taken the appeal on behalf of his clients, is responsible for the cost of the transcript of the record and the transcript must be paid for in time to transmit the same to the Circuit Court within the 60 day timeframe as stated in the Maryland Rules.

Courtsmart was the official record of the hearings before the Board. The disk(s) will be copied by this office and provided to you for transcription. The transcriptionist must meet the requirements set forth in Maryland Rules which states: "*a stenographer, court reporter, or transcription service designated by the court for the purpose of preparing an official transcript from the recording.*" The Board of Appeals can assist in obtaining a qualified transcriptionist upon request.

Please be advised that the ORIGINAL transcript must be provided to the Board of Appeals no later than JUNE 5, 2020 so that it may be transmitted to the Circuit Court with the record of proceedings, pursuant to the Maryland Rules.

A copy of the Certificate of Compliance has been enclosed for your convenience.

Very truly yours,

Tammy A. Zahner
Legal Secretary

Duplicate Original Cover Letter
Enclosure

c: David and Esther Koshkarman
Erin H. Murphy, Resident Agent/3200 Timberfield, LLC
Nancy C. West, Assistant County Attorney/Office of Law

E-FILED; Baltimore County Circuit Court
Docket: 4/9/2020 10:53 AM; Submission: 4/9/2020 10:53 AM

PETITION OF:	*	IN THE
DAVID KOSHKARMAN 3200 Timberfield Lane Pikesville, Maryland 21208	*	CIRCUIT COURT
	*	FOR
ESTHER KOSHARMAN 3200 Timberfield Lane Pikesville, Maryland 21208	*	BALTIMORE COUNTY
Petitioners	*	CASE NO C-03-CV-20-001593
FOR JUDICIAL REVIEW OF THE OPINION AND ORDER OF THE BOARD OF APPEALS OF BALTIMORE COUNTY DATED MARCH 11, 2020	*	
IN THE CASE OF:	*	
DAVID AND ESTHER KOSHKARMAN LEGAL OWNERS AND PETITIONERS FOR SPECIAL HEARING ON THE PROPERTY LOCATED AT 3200 TIMBERFIELD LANE 3RD ELECTION DISTRICT 2ND COUNCILMANIC DISTRICT	*	
Case No. 19-264-SPH	*	

RECEIVED
APR 15 2020
BALTIMORE COUNTY
BOARD OF APPEALS

****

PETITION FOR JUDICIAL REVIEW

Petitioners, David Koshkarman and Esther Koshkarman, by their attorney, G. Macy Nelson, file this Petition for Judicial Review of the Opinion and Order dated March 11, 2020 issued by the Board of Appeals of Baltimore County regarding their Petition for Special Hearing pursuant to the Baltimore County Zoning Regulations ("BCZR") section 500.7. The administrative case number is Case No. 19-264-SPH. (Opinion and Order are

attached as Exhibit A.) Petitioners were parties to the proceeding before the Board of Appeals of Baltimore County.

Respectfully Submitted,

G. Macy Nelson

G. Macy Nelson
CPF No. 8112010268
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204
(410) 296-8166
Email: gmacynelson@gmacynelson.com
Attorney for Petitioners

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 9th day of April, 2020, a copy of the foregoing Petition for Judicial Review was mailed electronically and by first-class, postage pre-paid to:

Timothy Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204

Nancy C. West, Assistant
County Attorney
400 Washington Avenue
Towson, Maryland 21204

Board of Appeals of Baltimore County
105 West Chesapeake Avenue, 2nd Floor
Towson, Maryland 21204

G. Macy Nelson

G. Macy Nelson
CPF No. 8112010268

CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
401 Bosley Avenue, P.O. Box 6754
Towson, MD 21285-6754

Main: 410-887-2601
Fax: 410-887-3062

To: BOARD OF APPEALS OF BALTIMORE COUNTY
105 WEST CHESAPEAKE AVENUE
2ND FLOOR
TOWSON, MD 21204

Case Number: **C-03-CV-20-001593**
Other Reference Number(s):

IN THE MATTER OF DAVID KOSHKARMAN ET AL.

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G. Macy Nelson
CPF No. 8112010268

Board of Appeals of Baltimore County

JEFFERSON BUILDING
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410-887-3180
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March 11, 2020

G. Macy Nelson, Esquire
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204

Timothy M. Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204

RE: *In the Matter of: David and Esther Koshkarman – Legal Owners*
Case No.: 19-264-SPH

Dear Counsel:

Enclosed please find a copy of the final Opinion and Order issued this date by the Board of Appeals of Baltimore County in the above subject matter.

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules*, **WITH A PHOTOCOPY PROVIDED TO THIS OFFICE CONCURRENT WITH FILING IN CIRCUIT COURT. Please note that all Petitions for Judicial Review filed from this decision should be noted under the same civil action number.** If no such petition is filed within 30 days from the date of the enclosed Order, the subject file will be closed.

Very truly yours,

Sunny Cannington /taz

Krysundra "Sunny" Cannington
Administrator

KLC/taz
Enclosure
Duplicate Original Cover Letter

c: David and Esther Koshkarman
3200 Timberfield, LLC
Office of People's Counsel
Paul M. Mayhew, Managing Administrative Law Judge
C. Pete Gutwald, Director/Office of Planning
Michael D. Mallinoff, Director/PAI
Nancy C. West, Assistant County Attorney/Office of Law
James R. Benjamin, Jr., County Attorney/Office of Law

EXHIBIT
A
PENGAD 800-631-6989

IN RE: DAVID AND ESTHER KOSHKARMAN LEGAL OWNERS AND PETITIONERS FOR SPECIAL HEARING ON THE PROPERTY LOCATED AT 3200 TIMBERFIELD LANE 3RD ELECTION DISTRICT 2ND COUNCILMANIC DISTRICT	*	BEFORE THE
	*	BOARD OF APPEALS
	*	OF
	*	BALTIMORE COUNTY
	*	Case No. 19-264-SPH

* * * * * * * * * * * *

OPINION

This matter concerns a request by David and Esther Koshkarman (Petitioners) to seek review of a minor subdivision plan approved by Baltimore County ("County") in 2016. This review is sought by way of a Petition for Special Hearing pursuant to the Baltimore County Zoning Regulations (BCZR) § 500.7 ("Petition"). They are opposed by 3200 Timberfield LLC ("Timberfield"), which requested and received approval for the minor subdivision in 2016. The matter was first presented to Administrative Law Judge Lawrence M. Stahl. Timberfield filed a Motion to Dismiss which Judge Stahl granted by an Opinion and Order dated June 27, 2019. This timely appeal followed and was heard on October 29, 2019. Timberfield made an oral motion to dismiss on the date of the hearing. By agreement, the parties submitted on the written record as presented to Judge Stahl and made oral arguments to this Board of Appeals. We held a public deliberation on December 11, 2019. Based on our *de novo* review, we also dismiss the Petition.

Timberfield originally owned a parcel of approximately 3.085 acres located in Pikesville, Maryland. After two false starts, Timberfield submitted a two-lot minor subdivision plan, which was accepted by the County on or about June 9, 2016. It was denoted as 14-024M, PAI #03-0501, MIN-2016-00006-C. The plan created a small lot of approximately .26 acres in the front with an existing house and a large back lot of approximately 2.8 acres which is undeveloped. This minor subdivision

plan included a driveway easement through the east side of the small front lot to service the back lot. Timberfield had created this easement by deed dated January 29, 2016 and recorded in the Land Records Office on or about February 17, 2016, some six months **before** the minor subdivision plan was approved. The easement was recorded at Liber 37181, Folio 203.

On or about November 7, 2016, David and Esther Koshkarman entered into a contract to purchase the front lot. On November 9, 2016, an Addendum to the sales contract was executed by Timberfield, as seller, and David Koshkarman, individually, as buyer. The Addendum expanded upon and explained certain parts of the sales contract that had been signed by both Koshkarmans[1]. By its terms, the Addendum was to survive the final deed and remain in full force after the deed, showing Mr. and Mrs. Koshkarman as tenants by the entireties, was issued.

Paragraph two (2) of the Addendum specifically recites the various easements, and expressly refers by book and page to the driveway easement that was recorded in the Land Records Office at Liber 37181, Folio 203. That paragraph goes on to state ". . .Buyer and Seller have discussed and agreed upon the intent of the Easements as well as driveways. . ." And, finally, that paragraph also states that "Buyer acknowledges his understandings of these instruments and information and covenants that he will fully cooperate with all activities, installations, construction necessary or appropriate to carry out the spirit of the Plan, Approved Subdivision, and Easements."

Paragraph three (3) of the Addendum reads as follows ("Concession"):

> **Concession to Buyer.** In consideration for Buyer's full cooperation now and in the future as set forth above and refraining from installing any fencing or other obstructions in or near the Easements until the actions are completed to develop the Lots and affect spirit of the Plan and Approved Subdivision, Seller at closing shall credit to Buyer the amount of One Thousand Five Hundred Dollars ($1,500.00).

[1] The November 7 sales contract does not appear to be in the record. The parties indicated at argument before the Board that it had been executed by both Mr. and Mrs. Koshkarman.

Though the paragraph could be better drafted, the arguments of counsel before this Board reflected the mutual understanding that this paragraph meant that Fifteen Hundred Dollars ($1,500.00) was consideration for not contesting anything regarding the easements, including the driveway easement, as well as the minor subdivision plan. In fact, counsel for the Petitioners only argument on this issue was that the Concession was unenforceable, at least as against Mrs. Koshkarman, because Mrs. Koshkarman did not sign the Addendum. It was not argued that the Concession did not otherwise mean that there would be payment for forbearance from challenging the propriety of the driveway easement and the minor subdivision plan itself.

Finally, paragraph five (5) of the Addendum stated "any dispute that may arise in connection with the Contract, this Addendum, the Property, Easements, and/or Approved Subdivision shall be submitted. . ." for arbitration to the Baltimore Beis Din, a well-recognized Jewish Rabbinical Court.

Settlement was held on December 7, 2016. The settlement included both Mr. and Mrs. Koshkarman. The settlement sheet was signed by both and reflected the One Thousand Five Hundred Dollars ($1,500) credit pursuant to paragraph three (3) of the Addendum. There is nothing on the settlement sheet to indicate that the $1,500 was only for the benefit of Mr. Koshkarman. The deed was issued that same day and listed Mr. and Mrs. Koshkarman as tenants by the entireties.

On or about March 8, 2019, the Koshkarmans filed a request for a special hearing pursuant to BCZR § 500.7. This type of petition is akin to a declaratory judgment action. The Petition sought a declaration that the minor subdivision plan was improper because the easement to service the back lot was created without either approval by an administrative law judge in accordance with the Baltimore County Code (BCC) § 32-4-409(c) or pursuant to a Director's waiver in accordance with BCC § 32-4-409(k).

It would appear that the minor subdivision plan was approved without complying with

§§ 409(c) or 409(k). Compliance with at least one of those provisions is necessary in order for the type of easement at issue here to be valid. Nonetheless, Judge Stahl dismissed the Petition, and he did so for three (3) reasons.

First, Judge Stahl held that there was no direct authority in the Baltimore County Code or the BCZR for the Office of Administrative Hearings to review the approval of a minor subdivision plan. Petitioners had argued in reliance on *In Re Castronovo*, Circuit Court for Baltimore County, Case No. 03-C-15-6323 (February 25, 2016), that there was indirect authority by reason of the general authorization to seek special hearings pursuant to BCZR § 500.7. Judge Stahl determined that *Castronovo* did not apply because that case related specifically to review of Critical Area Regulations, which, unlike minor subdivision plans, are specifically addressed and incorporated into the BCZR. Secondly, Judge Stahl indicated that if there was any review possible, such review had to be taken at the time the Development Review Committee (DRC) had granted an exemption for a minor subdivision plan, that is, in the summer of 2016. According to Judge Stahl, the DRC action was an "operable event" within the meaning of *Beth Tfiloh Congregation v. Glyndon Community Assn.*, 152 Md. App. 97 (2003). As such, if reviewable, it was reviewable by the Board of Appeals within thirty (30) days of its approval. That approval could not be challenged almost three (3) years later by camouflaging it as a request for a special hearing pursuant to § 500.7 seeking to have an administrative law judge and then the Board of Appeals declare the minor subdivision to have been invalid. Finally, Judge Stahl ruled that the matter was required to be referred to the Beis Din for arbitration because the Addendum indicated that the parties had agreed that any such disputes associated with the transaction be resolved by the Beis Din.

Judge Stahl may well be correct in his analysis, but the Board has reached the same result by a somewhat different approach. Taking the arbitration issue first, we were not convinced that the

arbitration agreement was intended to apply beyond the questions related to the interpretation of the terms and inter-relationship of the **language** of the contract, Addendum, and deed themselves. Particularly given the highly specialized area of minor subdivision process and substance, it seemed illogical that the parties intended that a question like the *per se* legitimacy of a minor subdivision plan was a matter to be resolved by a Rabbinical Court. At the very least, we were unwilling to dismiss the Petition on that basis without a more fully developed record regarding the intended scope of the Beis Din referral.

As to his jurisdictional points – no authority to review, but if so, any such review is time-barred.[2] We believe that Judge Stahl may be correct that the § 500.7 process does not provide an alternative appeal method for challenging a minor subdivision plan, particularly where that review is sought three (3) years after its approval. To accept Petitioners' position would lead to the conclusion that minor subdivision plans are never final and are forever reviewable which is an absurd result on its face. Nonetheless, we determined that it was easier to decide this matter without having to parse the esoterica of a minor subdivision plan substance and procedure. Instead, we base our decision to order a dismissal of the Petition on the Koshkarmans' clear waiver of any right to challenge the minor subdivision and the driveway easement. This waiver is established beyond all doubt by the Addendum (including its recitals and the Concession) and the closing documentation.

Petitioners had all of the information about the driveway easement available. First, it was recorded in the Land Records before all of the operative events occurred which means that a title search would disclose it. Consequently, they had constructive notice and are bound by the terms of the recorded easement. *Steuart Trans. Co. v. Ashe*, 269 Md. 74, 88-89 (1973). Secondly, the Addendum cites the easement expressly in paragraph two (2), referring to its location by liber and

[2] The failure to take a timely appeal is typically viewed as a jurisdictional defect. *Won Son Lee v. Won Bok Lee*, 240 Md. App. 47, 57-59 (2019).

folio in the Land Records Office. As such, a title search was not even necessary. The Petitioner read it or should have read it in the Contract of Sale (including the Addendum). That same paragraph indicated that there had been discussions between the buyer and Seller regarding the driveway easement, and the Buyer specifically "acknowledge[d] his understanding of all of these. . .easements. . .". Those same provisions refer to the minor subdivision plan and indicate, as well, that the buyer/Petitioner understood the nature of that agreement. Finally, of course, the buyer/Petitioner actually received monetary consideration predicated on the understanding of, and agreement to not interfere with, the easement and subdivision plan. There was nothing hidden or surreptitious about the easement and its location within the subdivision. By its terms, the Addendum survived the issuance of the deed and continues to be enforceable.

Petitioners try to avoid the effect of the Addendum by arguing that because the Addendum was only signed by Mr. Koshkarman, it does nothing to preclude Esther Koshkarman from pursuing this action. It is true, as Petitioners note, that simply being married does not, **in and of itself**, create an agency relationship. *State v. One 1984 Toyota Truck*, 311 Md. 171, 186 (1987). Where, however, one spouse acted for the benefit of both parties with the express or implied authority of the other, or where the other spouse subsequently ratified the transaction, the agency relationship is established between spouses regarding property held as tenants by the entireties. *See Arbesman v. Winer*, 298 Md. 282, 290-91 (1983) and cases cited therein. Here, there is far more than the mere nature of the tenancy by which that agency is established. First, they both signed the sales contract, which contemplated that they would be joint owners. Secondly, the deed itself in fact lists them as joint owners. The Addendum was clearly for the benefit of both spouses. It relates to, modifies the joint contract, and by its terms, survives the deed, which was issued to the Koshkarmans as tenants by the entireties. Further, as reflected in the settlement sheet at closing, Mrs. Koshkarman actually shared

in, and was enriched from, the One Thousand Five Hundred Dollars ($1,500) credit taken at settlement pursuant to the Concession, and that the settlement sheet is signed by both Mr. and Mrs. Koshkarman. These facts all support the logical inference that Mr. Koshkarman was acting for both he and his wife when he executed the Addendum. There is simply nothing in the transaction, which gives rise to a finding of parallel but distinct ownership or authority between the Koshkarmans as to this transaction. Apart from the logic by which one concludes that Mr. Koshkarman was Mrs. Koshkarman's agent for the purposes of the Addendum, the fact that Mrs. Koshkarman received the benefit of the One Thousand Five Hundred Dollars ($1,500) is a clear and unmistakable ratification of the Addendum by her for agency purposes. It also operates independently as an estoppel against her from claiming that she is not bound by the Addendum. She cannot now disavow a contract from which she willingly received a benefit and upon which Timberfield relied to its detriment. *See e.g. Wright v. Wagner*, 182 Md. 483, 490-94 (1943) (discussing the close relationship between waiver and equitable estoppel and finding both applicable on the facts of that case).

CONCLUSION

For the reasons stated above, we find that the Petitioners, David and Esther Koshkarman, have waived any claim that they may have to challenge the minor subdivision plan and the easement through their property contained therein. We also find that Esther Koshkarman is equitably estopped from asserting that the Addendum to the Sales Contract does not apply to her. Accordingly, the Petition must be dismissed. We decline to hold on this record, and make no finding that the referral to the Beis Din precludes the petition for a special hearing.

ORDER

THEREFORE, ON THIS 11th day of March, 2020, the Board of Appeals of Baltimore County hereby

ORDERED that, in accordance with the conclusions stated above, David and Esther Koshkarman have waived any right that they may have had to seek review pursuant to BCZR §500.7 of the validity of the Minor Subdivision Plan and any easements related thereto concerning 3200 Timberfield Lane, Pikesville, Maryland 21208, said Minor Subdivision Plan denoted as 14-024M, PAI #03-0501, MIN-2016-00006-C; and it is further

ORDERED that Esther Koshkarman is equitably estopped from asserting that the provisions in the Addendum to the Sales Contract do not apply to her; and it is further

ORDERED that the Petition for Special Hearing filed in this matter be, and the same hereby is, **DISMISSED**.

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules*.

BOARD OF APPEALS
OF BALTIMORE COUNTY

Joseph L. Evans

Kendra Randall Jolivet

William A. McComas

Board of Appeals of Baltimore County

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arbitration agreement was intended to apply beyond the questions related to the interpretation of the terms and inter-relationship of the **language** of the contract, Addendum, and deed themselves. Particularly given the highly specialized area of minor subdivision process and substance, it seemed illogical that the parties intended that a question like the *per se* legitimacy of a minor subdivision plan was a matter to be resolved by a Rabbinical Court. At the very least, we were unwilling to dismiss the Petition on that basis without a more fully developed record regarding the intended scope of the Beis Din referral.

As to his jurisdictional points – no authority to review, but if so, any such review is time-barred.[2] We believe that Judge Stahl may be correct that the § 500.7 process does not provide an alternative appeal method for challenging a minor subdivision plan, particularly where that review is sought three (3) years after its approval. To accept Petitioners' position would lead to the conclusion that minor subdivision plans are never final and are forever reviewable which is an absurd result on its face. Nonetheless, we determined that it was easier to decide this matter without having to parse the esoterica of a minor subdivision plan substance and procedure. Instead, we base our decision to order a dismissal of the Petition on the Koshkarmans' clear waiver of any right to challenge the minor subdivision and the driveway easement. This waiver is established beyond all doubt by the Addendum (including its recitals and the Concession) and the closing documentation.

Petitioners had all of the information about the driveway easement available. First, it was recorded in the Land Records before all of the operative events occurred which means that a title search would disclose it. Consequently, they had constructive notice and are bound by the terms of the recorded easement. *Steuart Trans. Co. v. Ashe*, 269 Md. 74, 88-89 (1973). Secondly, the Addendum cites the easement expressly in paragraph two (2), referring to its location by liber and

[2] The failure to take a timely appeal is typically viewed as a jurisdictional defect. *Won Son Lee v. Won Bok Lee*, 240 Md. App. 47, 57-59 (2019).

folio in the Land Records Office. As such, a title search was not even necessary. The Petitioner read it or should have read it in the Contract of Sale (including the Addendum). That same paragraph indicated that there had been discussions between the buyer and Seller regarding the driveway easement, and the Buyer specifically "acknowledge[d] his understanding of all of these. . .easements. . .". Those same provisions refer to the minor subdivision plan and indicate, as well, that the buyer/Petitioner understood the nature of that agreement. Finally, of course, the buyer/Petitioner actually received monetary consideration predicated on the understanding of, and agreement to not interfere with, the easement and subdivision plan. There was nothing hidden or surreptitious about the easement and its location within the subdivision. By its terms, the Addendum survived the issuance of the deed and continues to be enforceable.

Petitioners try to avoid the effect of the Addendum by arguing that because the Addendum was only signed by Mr. Koshkarman, it does nothing to preclude Esther Koshkarman from pursuing this action. It is true, as Petitioners note, that simply being married does not, **in and of itself**, create an agency relationship. *State v. One 1984 Toyota Truck*, 311 Md. 171, 186 (1987). Where, however, one spouse acted for the benefit of both parties with the express or implied authority of the other, or where the other spouse subsequently ratified the transaction, the agency relationship is established between spouses regarding property held as tenants by the entireties. *See Arbesman v. Winer*, 298 Md. 282, 290-91 (1983) and cases cited therein. Here, there is far more than the mere nature of the tenancy by which that agency is established. First, they both signed the sales contract, which contemplated that they would be joint owners. Secondly, the deed itself in fact lists them as joint owners. The Addendum was clearly for the benefit of both spouses. It relates to, modifies the joint contract, and by its terms, survives the deed, which was issued to the Koshkarmans as tenants by the entireties. Further, as reflected in the settlement sheet at closing, Mrs. Koshkarman actually shared

in, and was enriched from, the One Thousand Five Hundred Dollars ($1,500) credit taken at settlement pursuant to the Concession, and that the settlement sheet is signed by both Mr. and Mrs. Koshkarman. These facts all support the logical inference that Mr. Koshkarman was acting for both he and his wife when he executed the Addendum. There is simply nothing in the transaction, which gives rise to a finding of parallel but distinct ownership or authority between the Koshkarmans as to this transaction. Apart from the logic by which one concludes that Mr. Koshkarman was Mrs. Koshkarman's agent for the purposes of the Addendum, the fact that Mrs. Koshkarman received the benefit of the One Thousand Five Hundred Dollars ($1,500) is a clear and unmistakable ratification of the Addendum by her for agency purposes. It also operates independently as an estoppel against her from claiming that she is not bound by the Addendum. She cannot now disavow a contract from which she willingly received a benefit and upon which Timberfield relied to its detriment. *See e.g. Wright v. Wagner*, 182 Md. 483, 490-94 (1943) (discussing the close relationship between waiver and equitable estoppel and finding both applicable on the facts of that case).

CONCLUSION

For the reasons stated above, we find that the Petitioners, David and Esther Koshkarman, have waived any claim that they may have to challenge the minor subdivision plan and the easement through their property contained therein. We also find that Esther Koshkarman is equitably estopped from asserting that the Addendum to the Sales Contract does not apply to her. Accordingly, the Petition must be dismissed. We decline to hold on this record, and make no finding that the referral to the Beis Din precludes the petition for a special hearing.

ORDER

THEREFORE, ON THIS 11th day of March, 2020, the Board of Appeals of Baltimore County hereby

ORDERED that, in accordance with the conclusions stated above, David and Esther Koshkarman have waived any right that they may have had to seek review pursuant to BCZR §500.7 of the validity of the Minor Subdivision Plan and any easements related thereto concerning 3200 Timberfield Lane, Pikesville, Maryland 21208, said Minor Subdivision Plan denoted as 14-024M, PAI #03-0501, MIN-2016-00006-C; and it is further

ORDERED that Esther Koshkarman is equitably estopped from asserting that the provisions in the Addendum to the Sales Contract do not apply to her; and it is further

ORDERED that the Petition for Special Hearing filed in this matter be, and the same hereby is, **DISMISSED.**

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules*.

BOARD OF APPEALS
OF BALTIMORE COUNTY

Joseph L. Evans

Kendra Randall Jolivet

William A. McComas

BOARD OF APPEALS OF BALTIMORE COUNTY
MINUTES OF DELIBERATION

IN THE MATTER OF: David and Esther Koshkarman 19-264-SPH

DATE: December 11, 2019

BOARD/PANEL: Kendra Randall Jolivet, Chair
Joseph L. Evans
William A. McComas

RECORDED BY: Tammy A. Zahner, Legal Secretary

PURPOSE: To deliberate the following:

1. Motion to Dismiss made by Movants and Petitioner's response thereto.

PANEL MEMBERS DISCUSSED THE FOLLOWING:

STANDING

- The Board reviewed the history of the case. The Petitioners filed a Petition for Special Hearing to determine if the proposed road for ingress and egress to the back lot is legal. The Movants filed a Motion to Dismiss which was granted by the Administrative Law Judge. The case was appealed to the Board. At the hearing before the Board, the Movants counsel made a Motion to Dismiss orally; counsel provided testimony and evidence in support of and against the Motion.

- The Board noted that David and Esther Kosharman entered in to a Contract of Sale to purchase 3200 Timberfield Lane on November 7, 2016. On November 9, 2016, an Addendum to the Contract was signed by David Koshkarman. The Addendum specifically noted the easements the property is subject to, including the Waterline and Driveway Easement. The Buyer was given $1,500.00 as consideration for full cooperation, and agreed that any dispute would be submitted to the Baltimore Beis Din.

- The Board discussed the Petitioners argument that the Addendum is not binding as it was signed by David Koshkarman only, and not Esther Koshkarman. The Board noted that Mrs. Koshkarman signed the original Contract of Sale, and she is on the Deed. The Addendum was entered into two (2) days after the original Contract. The Board also noted that the Petition for Special Hearing was filed by both parties, and not Mrs. Koshkarman individually. Petitioners counsel acknowledged there was no intent by the Petitioners to disavow the Addendum to the Contract by intentionally not having Esther Koshkarman sign. The Board found that the Addendum is binding on both parties.

- The Board briefly discussed if they have the authority to review a subdivision plan. The Board noted the objection is not timely as three (3) years have lapsed from subdivision approval. The Board found they do not need to address this issue as they found the Addendum to be binding on both parties.

- The Board discussed the Dispute Arbitration clause contained in the Addendum. The Board noted that the parties should have attended arbitration through the Beis Din before filing the administrative proceeding. However, the Rabbi provided testimony that arbitration cannot be brought now as administrative relief has already been sought.

- The Board found that the Petitioners had constructive knowledge of the location of the driveway easement.

CONCLUSION: After thorough review of the facts, testimony in the record and law governing this matter, the Board unanimously agreed to GRANT the Motion to Dismiss.

NOTE: These minutes, which will become part of the case file, are intended to indicate for the record that a public deliberation took place on the above date regarding this matter. The Board's final decision and the facts and findings thereto will be set out in the written Opinion and Order to be issued by the Board.

Respectfully Submitted,

Tammy A. Zahner

Tammy A. Zahner

Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180
FAX: 410-887-3182

November 1, 2019

NOTICE OF DELIBERATION
On Motion to Dismiss

IN THE MATTER OF: David and Esther Koshkarman
3200 Timberfield Lane
19-264-SPH 3rd Election District; 2nd Councilmanic District

Re: Petition for Special Hearing to determine if proposed road for ingress and egress to the back lot is legal.

6/27/19 Opinion and Order of the Administrative Law Judge wherein the Movants Motion to Dismiss was GRANTED.

The Motion to Dismiss on this matter having been argued on October 29, 2019, a public deliberation has been scheduled for the following:

ASSIGNED FOR: DECEMBER 11, 2019, AT 9:00 A.M.

LOCATION: Hearing Room #2, Second Floor, Suite 206
Jefferson Building, 105 W. Chesapeake Avenue, Towson

NOTE: PUBLIC DELIBERATIONS ARE OPEN WORK SESSIONS WHICH ALLOW THE PUBLIC TO WITNESS THE DECISION-MAKING PROCESS. A WRITTEN OPINION AND ORDER WILL BE ISSUED BY THE BOARD WITHIN A REASONABLE TIMEFRAME AFTER DELIBERATION AND A COPY SENT TO ALL PARTIES.

For further information, including our inclement weather policy, please visit our website www.baltimorecountymd.gov/Agencies/appeals/index.html

Krysundra Cannington, Administrator

---

c. Counsel for Petitioner : G. Macy Nelson, Esquire
Petitioners : David and Esther Koshkarman

Counsel for Respondent : Timothy Kotroco, Esquire
Respondents : 3200 Timberfield, LLC

C. Pete Gutwald, Director/Department of Planning
Michael D. Mallinoff, Director/PAI
Michael E. Field, County Attorney

Nancy C. West, Assistant County Attorney
Office of People's Counsel
Paul M. Mayhew, Managing Administrative Law Judge

LAW OFFICE OF
G. MACY NELSON, LLC

G. MACY NELSON*
(410) 296-8166 EXT. 290
gmacynelson@gmacynelson.com

*Also admitted in D.C.

SUITE 803
401 WASHINGTON AVENUE
TOWSON, MARYLAND 21204
www.gmacynelson.com

GRANT AMADEUS GIEL**
(410) 296-8166 EXT. 113
grant@gmacynelson.com

** Only admitted in New York

October 30, 2019

RECEIVED
OCT 30 2019
BALTIMORE COUNTY
BOARD OF APPEALS

Hand-Delivered

Board of Appeals of Baltimore County
Jefferson Building, Suite 203
105 W. Chesapeake Avenue
Towson, Maryland 21204

Re: In the Matter of: David and Esther Koshkarman
3200 Timberfield Lane
3rd Election District, 2nd Councilmanic District
Case No. 19-264-SPH

Dear Sir/Madam:

Enclosed with this letter are three copies of the Petitioners' Petition for Zoning Hearing, the original of which was filed on March 8, 2019.

Very truly yours,

G. Macy Nelson

GMN:ldr
Enclosures
cc: Timothy Kotroco, Esq. (w/o enc.)

LAW OFFICE OF
G. MACY NELSON, LLC

G. MACY NELSON*
(410) 296-8166 EXT. 290
gmacynelson@gmacynelson.com

*Also admitted in D.C.

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401 WASHINGTON AVENUE
TOWSON, MARYLAND 21204
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GRANT AMADEUS GIEL**
(410) 296-8166 EXT. 113
grant@gmacynelson.com

** Only admitted in New York

October 29, 2019

Hand-Delivered

RECEIVED
OCT 29 2019
BALTIMORE COUNTY
BOARD OF APPEALS

Board of Appeals of Baltimore County
Jefferson Building, Suite 203
105 W. Chesapeake Avenue
Towson, Maryland 21204

Re: In the Matter of: David and Esther Koshkarman
3200 Timberfield Lane
3rd Election District, 2nd Councilmanic District
Case No. 19-264-SPH

Dear Sir/Madam:

Enclosed with this letter are three copies of the Petitioners' Opposition to Property Owner's Motion to Dismiss which was filed with the Office of Administrative Hearings on June 24, 2019.

Very truly yours,

G. Macy Nelson

GMN:ldr
Enclosures
cc: Timothy Kotroco, Esq. (w/enc.)

IN RE: 3200 Timberfield Lane East of Lightfoot Drive at the end of Timberfield Lane 3rd Election District – 2nd Councilmanic District Legal Owners: David & Esther Koshkarman	*	BEFORE THE BOARD OF APPEALS OF BALTIMORE COUNTY Case No. 2019-0264-SPH

* * * * * * * * * * * *

AFFIDAVIT OF SERVICE

I certify that on September 18, 2019, I served Jenifer Nugent, Chief-Development Review and Strategic Planning, Baltimore County Department of Planning with a subpoena. I have attached the return receipt signed by Katherine W. Chase. I have also attached a copy of the subpoena, the original of which I included in the certified mail service upon the Ms. Nugent. I certify that I am over eighteen (18) years of age and I am not the Plaintiff or the Defendant.

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

9/24/19
Date

Linda D. DellaRose

Linda D. DellaRose
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204
(410) 296-8166

RECEIVED
SEP 25 2019
BALTIMORE COUNTY
BOARD OF APPEALS

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jenifer Nugent, Chief-Development
Review and Strategic Planning
Baltimore County Dept. of Planning
105 W. Chesapeake Ave., Suite 101
Towson, MD 21204

9590 9402 3410 7227 2303 35

2. Article Number *(Transfer from service label)*

7019 0160 0000 9397 7256

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery 9-18-19

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

IN RE: 3200 Timberfield Lane East of Lightfoot Drive at the end of Timberfield Lane 3rd Election District – 2nd Councilmanic District Legal Owners: David & Esther Koshkarman	*	BEFORE THE BOARD OF APPEALS OF BALTIMORE COUNTY Case No. 2019-0264-SPH

* * * * * * * * * * * *

AFFIDAVIT OF SERVICE

I certify that on September 17, 2019, I served Brett Williams, Development Review Planner, Baltimore County Department of Planning, with a subpoena. I have attached the return receipt signed by Janice Graver. I have also attached a copy of the subpoena, the original of which I included in the certified mail service upon the Mr. Williams. I certify that I am over eighteen (18) years of age and I am not the Plaintiff or the Defendant.

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

9/24/19
Date

Linda D. DellaRose

Linda D. DellaRose
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204
(410) 296-8166

RECEIVED
SEP 25 2019
BALTIMORE COUNTY
BOARD OF APPEALS

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brett Williams, Dev.Review Planner
Baltimore County Dept. of Planning
105 W. Chesapeake Ave., Suite 101
Towson, MD 21204

9590 9402 3410 7227 2303 42

2. Article Number *(Transfer from service label)*

7019 0160 0000 9397 7263

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Nancy Graves ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* 9-17-19

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
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- ☐ Collect on Delivery Restricted Delivery
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- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

IN THE MATTER OF: DAVID AND ESTHER KOSHKARMAN 3200 TIMBERFIELD LANE 3RD ELECTION DISTRICT 2ND COUNCILMANIC DISTRICT	*	BEFORE THE BOARD OF APPEALS OF BALTIMORE COUNTY
	*	CASE NO. 19-264-SPH

* * * * * * * * * * * *

SUBPOENA

Please issue a Subpoena to the following named witness to appear before the Board of Appeals of Baltimore County at the hearing for the above-captioned matter currently scheduled for Tuesday, October 29, 2019 at 10:00 a.m. in Hearing Room #2, Suite 206, of the Jefferson Building, 105 West Chesapeake Avenue, Towson, Maryland 21204, and continuing thereafter as necessary for such witness' testimony and as scheduled by the Board.

Witness: Brent Williams, Development Review Planner
Baltimore County Department of Planning
Address: 105 West Chesapeake Avenue, Suite 101
Towson, Maryland 21204

Requested by: G. Macy Nelson, Esquire
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204
(410) 296-8166

The witness named above is hereby ORDERED to so appear before the Board of Appeals of Baltimore County. The Board requests Private Process Server to issue the summons set forth herein.

RECEIVED
SEP 13 2019
BALTIMORE COUNTY
BOARD OF APPEALS

Sunny Cannington
BOARD OF APPEALS
OF BALTIMORE COUNTY

cc: County Attorney, Baltimore County Office of Law
Counsel of Record

IN THE MATTER OF: DAVID AND ESTHER KOSHKARMAN 3200 TIMBERFIELD LANE 3RD ELECTION DISTRICT 2ND COUNCILMANIC DISTRICT	*	BEFORE THE BOARD OF APPEALS OF BALTIMORE COUNTY
	*	CASE NO. 19-264-SPH

* * * * * * * * * * * *

SUBPOENA

Please issue a Subpoena to the following named witness to appear before the Board of Appeals of Baltimore County at the hearing for the above-captioned matter currently scheduled for Tuesday, October 29, 2019 at 10:00 a.m. in Hearing Room #2, Suite 206, of the Jefferson Building, 105 West Chesapeake Avenue, Towson, Maryland 21204, and continuing thereafter as necessary for such witness' testimony and as scheduled by the Board.

Witness: Jenifer Nugent, Chief-Development Review and Strategic Planning
Baltimore County Department of Planning
Address: 105 West Chesapeake Avenue, Suite 101
Towson, Maryland 21204

Requested by: G. Macy Nelson, Esquire
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204
(410) 296-8166

The witness named above is hereby ORDERED to so appear before the Board of Appeals of Baltimore County. The Board requests Private Process Server to issue the summons set forth herein.

RECEIVED
SEP 13 2019
BALTIMORE COUNTY
BOARD OF APPEALS

Sunny Cannington
BOARD OF APPEALS
OF BALTIMORE COUNTY

cc: County Attorney, Baltimore County Office of Law
Counsel of Record

Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180
FAX: 410-887-3182

August 20, 2019

NOTICE OF POSTPONEMENT AND REASSIGNMENT

IN THE MATTER OF: David and Esther Koshkarman
3200 Timberfield Lane
19-264-SPH 3rd Election District; 2nd Councilmanic District

Re: Petition for Special Hearing to determine if proposed road for ingress and egress to the back lot is legal.

6/27/19 Opinion and Order of the Administrative Law Judge wherein the Movants Motion to Dismiss was GRANTED.

This matter was scheduled for hearing on October 17, 2019 and has been postponed by request of Counsel. This matter has been

REASSIGNED FOR: OCTOBER 29, 2019, AT 10:00 A.M.

LOCATION: Hearing Room #2, Second Floor, Suite 206
Jefferson Building, 105 W. Chesapeake Avenue, Towson

NOTICE:

- This appeal is an evidentiary hearing. Parties should consider the advisability of retaining an attorney.
- Please refer to the Board's Rules of Practice & Procedure, Appendix B, Baltimore County Code.
- No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).
- If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.
- Parties must file one (1) original and three (3) copies of all Motions, Memoranda, and exhibits with the Board unless otherwise requested.
- Please contact our office for information about projection equipment. A minimum of forty-eight (48) hours-notice is required. Supply is limited and not guaranteed.

For further information, including our inclement weather policy, please visit our website www.baltimorecountymd.gov/Agencies/appeals/index.html

Krysundra "Sunny" Cannington,
Administrator

c. Counsel for Petitioner : G. Macy Nelson, Esquire
Petitioners : David and Esther Koshkarman

Counsel for Respondent : Timothy Kotroco, Esquire
Respondents : 3200 Timberfield, LLC

C. Pete Gutwald, Director/Department of Planning
Lawrence M. Stahl, Managing Administrative Law Judge
Michael D. Mallinoff, Director/PAI
Michael E. Field, County Attorney
Nancy C. West, Assistant County Attorney
Office of People's Counsel

Krysundra Cannington

From: Tim Kotroco <tkotroco@gmail.com>
Sent: Friday, August 16, 2019 11:48 AM
To: Krysundra Cannington
Cc: Linda DellaRose
Subject: Re: Case No. 19-264-DPH

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

Sunny,

I have no objection and look forward to receiving the new hearing date from your office.

Regards,

Tim K

Timothy M. Kotroco, Esq.
305 Washington Ave. Suite 502
Towson, MD 21204
Cell: 410-299-2943

On Fri, Aug 16, 2019, 11:12 AM Krysundra Cannington <kcannington@baltimorecountymd.gov> wrote:

Thank you Linda.

I'm assuming because I have not heard anything from Mr. Kotroco, he does not have any objection to the request for postponement.

I will talk to the Board and get a notice out as soon as I can.

Sunny

Krysundra "Sunny" Cannington

Administrator

Board of Appeals of Baltimore County

Krysundra Cannington

From: Krysundra Cannington
Sent: Friday, August 16, 2019 11:13 AM
To: 'Linda DellaRose'
Cc: 'tkotroco@gmail.com'
Subject: RE: Case No. 19-264-DPH

Thank you Linda.

I'm assuming because I have not heard anything from Mr. Kotroco, he does not have any objection to the request for postponement.

I will talk to the Board and get a notice out as soon as I can.

Sunny

Krysundra "Sunny" Cannington
Administrator
Board of Appeals of Baltimore County
410-887-3180

Confidentiality Statement

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

From: Linda DellaRose <linda@gmacynelson.com>
Sent: Friday, August 16, 2019 10:54 AM
To: Krysundra Cannington <kcannington@baltimorecountymd.gov>
Subject: RE: Case No. 19-264-DPH

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

Sunny – Macy is not available October 11 through October 21.

Thanks.

Linda

Linda DellaRose
Legal Assistant

Krysundra Cannington

From: Linda DellaRose <linda@gmacynelson.com>
Sent: Friday, August 16, 2019 10:54 AM
To: Krysundra Cannington
Subject: RE: Case No. 19-264-DPH

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

Sunny – Macy is not available October 11 through October 21.

Thanks.

Linda

Linda DellaRose
Legal Assistant
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204
(410) 296-8166 ext. 107
Email: linda@gmacynelson.com
www.gmacynelson.com

From: Krysundra Cannington [mailto:kcannington@baltimorecountymd.gov]
Sent: Wednesday, August 14, 2019 10:50 AM
To: Linda DellaRose
Cc: 'tkotroco@gmail.com'
Subject: RE: Case No. 19-264-DPH

Linda,

In an effort to find a new hearing date, could you please provide me with the dates Mr. Nelson will be out of town in October?

Thank you,

Sunny

Krysundra "Sunny" Cannington
Administrator
Board of Appeals of Baltimore County
410-887-3180

Confidentiality Statement

Krysundra Cannington

From: Krysundra Cannington
Sent: Wednesday, August 14, 2019 10:50 AM
To: 'Linda DellaRose'
Cc: 'tkotroco@gmail.com'
Subject: RE: Case No. 19-264-DPH

Linda,

In an effort to find a new hearing date, could you please provide me with the dates Mr. Nelson will be out of town in October?

Thank you,

Sunny

Krysundra "Sunny" Cannington
Administrator
Board of Appeals of Baltimore County
410-887-3180

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From: Linda DellaRose <linda@gmacynelson.com>
Sent: Monday, August 12, 2019 2:34 PM
To: Krysundra Cannington <kcannington@baltimorecountymd.gov>
Cc: 'tkotroco@gmail.com' <tkotroco@gmail.com>
Subject: Case No. 19-264-DPH

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

See attached.

Linda DellaRose
Legal Assistant

LAW OFFICE OF
G. MACY NELSON, LLC

G. MACY NELSON*
(410) 296-8166 EXT. 290
gmacynelson@gmacynelson.com

401 WASHINGTON AVENUE, SUITE 803
TOWSON, MARYLAND 21204
www.gmacynelson.com

*Also admitted in D.C.

RECEIVED
AUG 13 2019
BALTIMORE COUNTY
BOARD OF APPEALS

August 12, 2019

Via Email and First Class Mail

Krysundra "Sunny" Cannington, Administrator
Board of Appeals of Baltimore County
Jefferson Building, Suite 203
105 W. Chesapeake Avenue
Towson, Maryland 21204

Re: Case No. 19-264-SPH
In the Matter of: David and Esther Koshkarman
3200 Timberfield Lane
3rd Election District, 2nd Councilmanic District

Dear Ms. Cannington:

Your office scheduled the above-captioned case for a hearing on October 17, 2019. I write now to request a brief postponement because I am scheduled to be out of town on vacation that week.

Very truly yours,

G. Macy Nelson

GMN:ldr
cc: Timothy Kotroco, Esquire

Krysundra Cannington

From: Linda DellaRose <linda@gmacynelson.com>
Sent: Monday, August 12, 2019 2:34 PM
To: Krysundra Cannington
Cc: 'tkotroco@gmail.com'
Subject: Case No. 19-264-DPH
Attachments: Letter to Board of Appeals 8.12.19.pdf

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

See attached.

Linda DellaRose
Legal Assistant
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204
(410) 296-8166 ext. 107
Email: linda@gmacynelson.com
www.gmacynelson.com

LAW OFFICE OF
G. MACY NELSON, LLC

G. MACY NELSON*
(410) 296-8166 EXT. 290
gmacynelson@gmacynelson.com

401 WASHINGTON AVENUE, SUITE 803
TOWSON, MARYLAND 21204
www.gmacynelson.com

*Also admitted in D.C.

August 12, 2019

Via Email and First Class Mail

Krysundra "Sunny" Cannington, Administrator
Board of Appeals of Baltimore County
Jefferson Building, Suite 203
105 W. Chesapeake Avenue
Towson, Maryland 21204

Re: Case No. 19-264-SPH
In the Matter of: David and Esther Koshkarman
3200 Timberfield Lane
3rd Election District, 2nd Councilmanic District

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Very truly yours,

G. Macy Nelson

GMN:ldr
cc: Timothy Kotroco, Esquire

Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180
FAX: 410-887-3182

August 7, 2019

NOTICE OF ASSIGNMENT

IN THE MATTER OF: David and Esther Koshkarman
3200 Timberfield Lane
19-264-SPH 3rd Election District; 2nd Councilmanic District

Re: Petition for Special Hearing to determine if proposed road for ingress and egress to the back lot is legal.

6/27/19 Opinion and Order of the Administrative Law Judge wherein the Movants Motion to Dismiss was GRANTED.

ASSIGNED FOR: **OCTOBER 17, 2019, AT 10:00 A.M.**

LOCATION: Hearing Room #2, Second Floor, Suite 206
Jefferson Building, 105 W. Chesapeake Avenue, Towson

NOTICE:

- This appeal is an evidentiary hearing. Parties should consider the advisability of retaining an attorney.
- Please refer to the Board's Rules of Practice & Procedure, Appendix B, Baltimore County Code.
- No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).
- If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.
- Parties must file one (1) original and three (3) copies of all Motions, Memoranda, and exhibits with the Board unless otherwise requested.
- Please contact our office for information about projection equipment. A minimum of forty-eight (48) hours-notice is required. Supply is limited and not guaranteed.

For further information, including our inclement weather policy, please visit our website www.baltimorecountymd.gov/Agencies/appeals/index.html

Krysundra "Sunny" Cannington,
Administrator

c. Counsel for Petitioner : G. Macy Nelson, Esquire
Petitioners : David and Esther Koshkarman

Counsel for Respondent : Timothy Kotroco, Esquire
Respondents : 3200 Timberfield, LLC

C. Pete Gutwald, Director/Department of Planning
Lawrence M. Stahl, Managing Administrative Law Judge
Michael D. Mallinoff, Director/PAI
Michael E. Field, County Attorney
Nancy C. West, Assistant County Attorney
Office of People's Counsel

JOHN A. OLSZEWSKI, JR.
County Executive

ADMINISTRATIVE LAW JUDGE
Office of Administrative Hearings

July 25, 2019

RECEIVED
JUL 25 2019
BALTIMORE COUNTY
BOARD OF APPEALS

G. Macy Nelson, Esq.
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204

RE: **APPEAL TO BOARD OF APPEALS** – Petition for Special Hearing
Case No. 2019-0264-SPH
Property: 3200 Timberfield Lane

Dear Counsel:

Please be advised that an appeal of the above-referenced case was filed in this Office on July 24, 2019. All materials relative to the case have been forwarded to the Baltimore County Board of Appeals ("Board").

If you are the person or party taking the appeal, you should notify other similarly interested parties or persons known to you of the appeal. If you are an attorney of record, it is your responsibility to notify your client.

If you have any questions concerning this matter, please do not hesitate to contact the Board at 410-887-3180.

Sincerely,

JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB/sln

c: Baltimore County Board of Appeals
Peter Max Zimmerman, People's Counsel for Baltimore County
Timothy M. Kotroco, Esq., 305 Washington Avenue, Suite 502, Towson, Maryland 21204

APPEAL

Petition for Special Hearing
(3200 Timberfield Lane)
3rd Election District – 2nd Councilmanic District
Legal Owners: David & Esther Koshkarman
Case No. 2019-264-SPH

Petition for Special Hearing (March 8, 2019)

RECEIVED
JUL 25 2019
BALTIMORE COUNTY
BOARD OF APPEALS

Zoning Description of Property

Certificate of Postings –
1st Posting: April 15 by Bruce Doak
2nd Posting: May 3, 2019 by Bruce Doak

Newspaper Advertisement – April 16, 2019 (The Daily Record)

Notice of Zoning Hearing – April 8, 2019

People's Counsel Entry of Appearance – March 13, 2019

Zoning Advisory Committee Comments

Petitioner's Sign-in Sheets – 1 Sheet

Citizen's Sign-in Sheets- 1 Sheet

Petitioner(s) Exhibits –

Protestant(s) Exhibits –

Miscellaneous (Not Marked as Exhibits)- Documents submitted at the June 17, 2019 preliminary hearing, SDAT Real Property Search, e-mails, Memorandums, Subpoenas and Affidavit of Service.

Administrative Law Judge Order and Letter (Motion to Dismiss- GRANTED/ Special Hearing- DISMISSED)

Appeal Notice, Letter & Receipt received from G. Macy Nelson, Esq. July 24, 2019

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

No. 174826

Date: 7/24/19

Fund	Dept	Unit	Sub Unit	Rev Source/ Obj	Sub Rev/ Sub Obj	Dept Obj	BS Acct	Amount	REG ->R Dep
001	806	0000		6150				300.00	CK

Total: 300.00

Rec From: G. Macy Nelson, Esq.

For: OFFICE OF ADMINISTRATIVE HEARINGS (CD OR (APPEAL))

CASE NO. 2019-0210A-SPH

ADDRESS OR PROJECT: 3200 Timberfield Drive

HEARING DATE(S): 8-17-19

CHECK # 17528

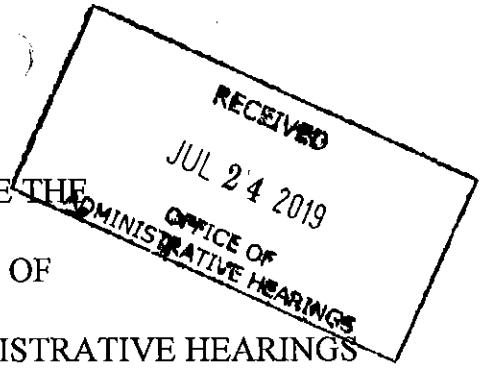
DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER GOLD - ACCOUNTING
PLEASE PRESS HARD!!!!

CASHIER'S VALIDATION

PAID RECEIPT

BUSINESS	ACTUAL	TIME	DRW
7/24/2019	7/24/2019	13:41:21	2

WS02 WALKIN JGE
LEIFY # 005200 7/24/2019 OFLN
5 528 ZONING VERIFICATION
O. 174826
Recpt Tot $ 300.00
300.00 CK .00 CA
Baltimore County, Maryland



IN RE: PETITION FOR SPECIAL HEARING (3200 Timberfield Lane) 3rd Election District 2nd Councilmanic District David & Esther Koshkarman *Legal Owners* Petitioners	*	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS FOR BALTIMORE COUNTY Case No. 2019-0264-SPH

* * * * * * * * * * * * * * * * * *

Notice of Appeal

David and Esther Koshkarman ("Citizen-Protestants"), 3200 Timberfield Lane, Pikesville, Maryland 21208 by their attorney, G. Macy Nelson, file this Notice of Appeal of the decision of the Office of Administrative Hearings dated June 27, 2019. Citizen-Protestants have attached as Exhibit A to the Notice of Appeal a copy of the Opinion and Order of the Office of Administrative Hearings.

Respectfully submitted,

G. Macy Nelson
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204
gmacynelson@gmacynelson.com
(410) 296-8166
Attorney for Citizen-Protestants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 24th day of July, 2019, a copy of the foregoing Notice of Appeal was mailed first-class, postage prepaid to:

Baltimore County Board of Appeals
The Jefferson Building, Suite 203
105 West Chesapeake Avenue
Towson, Maryland 21204

Baltimore County Department of Permits,
Approvals and Inspections
Development Management
111 West Chesapeake Avenue
Towson, Maryland 21204

Timothy Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204
Attorney for Intervenors

G. Macy Nelson

JOHN A. OLSZEWSKI, JR.
County Executive

ADMINISTRATIVE LAW JUDGE
Office of Administrative Hearings

June 27, 2019

G. Macy Nelson, Esq.
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204

RE: Petitions for Special Hearing
Case No. 2019-0264-SPH
Property: 3200 Timberfield Lane

Dear Counsel:

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

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

Sincerely,

LAWRENCE M. STAHL
Administrative Law Judge
for Baltimore County

LMS:sln
Enclosure

c: Timothy M. Kotroco, Esq.,
305 Washington Avenue, Suite 502
Towson, Maryland 21204

RECEIVED JUL 01 2019

EXHIBIT
A

PENGAD 800-631-6989

IN RE: **PETITION FOR SPECIAL HEARING** **(3200 Timberfield Lane)** 3rd Election District 2nd Council District David & Esther Koshkarman *Legal Owners* **Petitioners**	*	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS FOR BALTIMORE COUNTY **Case No. 2019-0264-SPH**

* * * * * * * *

OPINION AND ORDER

Petitioners herein, residing at 3200 Timberfield Lane have requested a Special Hearing relief pursuant to §500.7 of the Baltimore County Zoning Regulations ("BCZR"), regarding what they allege to be an improper and/or illegal waiver for an existing panhandle driveway, located inches from their residence. Property owners of 3200A Timberfield Lane ("Movants") adjacent and serviced by the subject panhandle driveway, have filed a Motion to Dismiss aforesaid Special Hearing Petition. At the courts request, both parties have submitted briefs in support of their respective positions.

The Motion to Dismiss is based on two grounds. First, that the Administrative Law Judge ("ALJ") does not have the authority to overturn the waiver granted as a result of the Design Review Committee ("DRC") minor sub-division approved plan in 2016. The second ground is that an Addendum To The Contact of Sale ("Addendum") between the Petitioners and Movants specifically calls for any dispute under the Contract of Sale to be referred for decision to the *Beis Din*, a Jewish Rabbinical Court.

My review of the memorandum of Counsel and documents submitted in the file establishes certain facts. First, the Petitioners were tenants at 3200 Timberfield Lane in 2016, when plans were first submitted to Baltimore County for approval of a minor- subdivision

consisting of 3200 and 3200A Timberfield Lane. The request was processed in the normal course and an exemption for the panhandle driveway was granted by the DRC. The location of that panhandle driveway passed within inches of 3200 Timberfield Lane. The minor-subdivision was approved and a number of easements were also granted, including a Water line and Driveway Easement, a 10 foot Drain and Utility Easement, a Storm Water Management Easement and a Forest Conservation Easement. The easements and the approved minor sub plan (14-024M, PAI # 03-0501, MIN-2016-00006-C) were all recorded in the land records of Baltimore County.

Subsequent to the granting of the minor sub-division (to which no appeal was taken at the time by the Petitioners) the Petitioners purchased 3200 Timberfield Lane. As part of that contract, an Addendum was agreed to and executed by David Koshkarman, which specifically identified the existence of the approved minor-subdivision as well as the recorded Easements. Further, the Addendum called for a credit of $1,500.00 to be given the Petitioner at settlement in return for an agreement not to obstruct the minor-subdivision or easements granted. The Addendum includes the following:

> **Dispute Arbitration**: The parties hereby waive trial by jury in any litigation arising out of the Contract as modified by this Addendum or any conflict created between the two documents. It is hereby agreed that any dispute that may arise in connection with the Contract, this Addendum, the Property, Easements, and/or Approved Subdivision shall be submitted before the Baltimore Beis Din. Judgment rendered by the aforesaid authority may be entered in any court having jurisdiction thereof.

Petitioner argues that § 500.7 of the BCZR allows a review by the ALJ of the waiver granted as a part of the 2016 DRC approval. He points particularly to a case known as *In re Castronovo, No. 03-C-15-6323* (Balt. Cir. Feb. 25, 2016) in which the court stated in reference to the BCZR, that "required compliance with procedures and provisions detailed in the (BCC)…"

that the "Board of Appeals must have the authority to review the cross-referenced sections of the BCC. . . Without such authority, the Board of Appeals would not be able to evaluate whether Respondent is in compliance with the requirements of (the BCZR)..." *Id.* At 5.

Petitioner maintains that this case is "materially similar" to the instant matter. However, I believe *Castronovo* in opposite. That case involved Critical Area Regulations, not a minor-subdivision approval. Indeed, the Circuit Court remanded *Castronovo* and determined that the ALJ had "authority" to review the cross-referenced section of the BCC" precisely because BCZR §§ 103.5 and 104.5 specifically addressed Critical Area Requirements. But the BCZR does not mention any provisions that reference requirements for a minor-subdivision approval. As Movant notes, the Office of Administrative Hearings ("OAH") simply has no jurisdiction to review the propriety of a minor-subdivision approval.

In fact, Petitioners argument obscures an underlying procedural issue which requires this case to be dismissed. Specifically, Movant was granted an exemption by the DRC for a minor-subdivision on the subject property. This approval was a final action or "operative event" in accordance with a line of Maryland cases beginning with *Beth Tifiloh Congreg. v. Glyndon Community Ass'n.*, 152 Md. App. 97 (2003) (DRC exemption is "operative event" which is immediately appealable). Here, the DRC granted an "exemption" from the development process for the "subdivision of land into three or fewer lots," which include the complained of driveway easement and that approval was an operative event as discussed in *Beth Tifiloh.* Petitioners would have been permitted to appeal the DRC's decision to the County Board of Appeals, but they did not. As such, they cannot now attempt to revisit the issue by way of BCZR § 500.7.

As to the agreement for Arbitration by a *Beis Din* as part of the contract Addendum for the purchase by the Petitioner of 3200 Timberfield Lane, Counsel for the Petitioners maintains

that since only Mr. Koshkarman signed the Addendum his wife Esther could still maintain an appeal or other action.

An Arbitration clause may be agreed to and included in a contract under the Maryland Uniform Arbitration Act. A "*Beis Din*" is a Jewish Rabbinical Court which has existed and evolved over the millennia to resolve disputes. In modern times a *Beis Din* can ad hoc be convened to address and finally resolve a particular dispute between two parties. It is an eminently fair process, as each side picks a Judge (usually a Rabbi) and the two Judges thereupon choose a third Judge. The use of *Beis Dins* are accepted and enforced by secular courts on a local basis in the same manner and degree as secular Binding Arbitration. As pointed out by Counsel for the Movant, the Maryland Court of Special Appeals in *Lang v. Levi,* 198 Md. App 154 (2011) refused to vacate *Av Beis Din* decision when part of a contract entered into by the parties to a contract, and finding that the parties were legally bound to the *Beis Din* decision.

Counsel for the Petitioner maintains that since Esther Koshkarman did not sign the Addendum, she is not bound to use the *Beis Din* as Binding Arbitration.

I disagree. The property is deeded to both Esther and David Koshkarman. They both executed the Owner Occupancy Affidavit ("OOA"). She is a co-tenant of 3200 Timberfield Lane and was so before the minor-subdivision was created. In addition, she was certainly aware of the construction of the panhandle driveway next to her home. A credit of $1,500.00 to her benefit as co-owner at settlement was part of the Addendum agreement. Certainly, a title search prior to settlement of their purchase of 3200 Timberfield Lane revealed the existence of the various recorded easements, minor-subdivision specifics, including the subject driveway. I believe that for these reasons Esther Koshkarman had both constructive and actual knowledge of the Contract and Addendum which resulted in her ownership of 3200 Timberfield Lane.

In summary, the petitioner failed in 2016 to take an appeal to the Board of Appeals for the minor-subdivision, including the waiver granted for the placement of the subject driveway. They cannot now do so under §500.7 of the BCZR. Further, both David and Esther Koshkarman were aware of the Addendum and waived their right to take any actions contrary to the minor-subdivision other than by way of appeal to the Baltimore *Beis Din.*

THEREFORE, for all the above stated reasons, it is this **27th** day of June, 2019, ORDERED that Movants Motion to Dismiss is hereby GRANTED; and

IT IS FURTHER ORDERED, that the Petition for Special Hearing in Case No. 2019-0264-SPH, be and is hereby DISMISSED

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

LAWRENCE M. STAHL
Administrative Law Judge
for Baltimore County

LMS:sln

RECEIVED
JUL 24 2019
BALTIMORE COUNTY
BOARD OF APPEALS

IN RE: PETITION FOR SPECIAL HEARING
(3200 Timberfield Lane)
3rd Election District
2nd Councilmanic District
David & Esther Koshkarman
Legal Owners

Petitioners

* BEFORE THE
* OFFICE OF
* ADMINISTRATIVE HEARINGS
* FOR BALTIMORE COUNTY
* Case No. 2019-0264-SPH

* * * * * * * * * * * * * * * * * *

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Attorney for Citizen-Protestants

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JOHN A. OLSZEWSKI, JR.
County Executive

ADMINISTRATIVE LAW JUDGE
Office of Administrative Hearings

June 27, 2019

G. Macy Nelson, Esq.
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204

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Case No. 2019-0264-SPH
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Administrative Law Judge
for Baltimore County

LMS:sln
Enclosure

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305 Washington Avenue, Suite 502
Towson, Maryland 21204

RECEIVED JUL 01 2019

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IN RE: **PETITION FOR SPECIAL HEARING** **(3200 Timberfield Lane)** 3rd Election District 2nd Council District David & Esther Koshkarman *Legal Owners* **Petitioners**	*	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS FOR BALTIMORE COUNTY **Case No. 2019-0264-SPH**

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In summary, the petitioner failed in 2016 to take an appeal to the Board of Appeals for the minor-subdivision, including the waiver granted for the placement of the subject driveway. They cannot now do so under §500.7 of the BCZR. Further, both David and Esther Koshkarman were aware of the Addendum and waived their right to take any actions contrary to the minor-subdivision other than by way of appeal to the Baltimore *Beis Din.*

THEREFORE, for all the above stated reasons, it is this 27th day of June, 2019, ORDERED that Movants Motion to Dismiss is hereby GRANTED; and

IT IS FURTHER ORDERED, that the Petition for Special Hearing in Case No. 2019-0264-SPH, be and is hereby DISMISSED

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

LAWRENCE M. STAHL
Administrative Law Judge
for Baltimore County

LMS:sln

JOHN A. OLSZEWSKI, JR.
County Executive

ADMINISTRATIVE LAW JUDGE
Office of Administrative Hearings

June 27, 2019

G. Macy Nelson, Esq.
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204

RE: Petitions for Special Hearing
Case No. 2019-0264-SPH
Property: 3200 Timberfield Lane

Dear Counsel:

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

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

Sincerely,

LAWRENCE M. STAHL
Administrative Law Judge
for Baltimore County

LMS:sln
Enclosure

c: Timothy M. Kotroco, Esq.,
305 Washington Avenue, Suite 502
Towson, Maryland 21204

IN RE: **PETITION FOR SPECIAL HEARING** **(3200 Timberfield Lane)** 3rd Election District 2nd Council District David & Esther Koshkarman *Legal Owners* **Petitioners**	*	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS FOR BALTIMORE COUNTY
	*	**Case No. 2019-0264-SPH**

* * * * * * * *

OPINION AND ORDER

Petitioners herein, residing at 3200 Timberfield Lane have requested a Special Hearing relief pursuant to §500.7 of the Baltimore County Zoning Regulations ("BCZR"), regarding what they allege to be an improper and/or illegal waiver for an existing panhandle driveway, located inches from their residence. Property owners of 3200A Timberfield Lane ("Movants") adjacent and serviced by the subject panhandle driveway, have filed a Motion to Dismiss aforesaid Special Hearing Petition. At the courts request, both parties have submitted briefs in support of their respective positions.

The Motion to Dismiss is based on two grounds. First, that the Administrative Law Judge ("ALJ") does not have the authority to overturn the waiver granted as a result of the Design Review Committee ("DRC") minor sub-division approved plan in 2016. The second ground is that an Addendum To The Contact of Sale ("Addendum") between the Petitioners and Movants specifically calls for any dispute under the Contract of Sale to be referred for decision to the *Beis Din*, a Jewish Rabbinical Court.

My review of the memorandum of Counsel and documents submitted in the file establishes certain facts. First, the Petitioners were tenants at 3200 Timberfield Lane in 2016, when plans were first submitted to Baltimore County for approval of a minor- subdivision

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consisting of 3200 and 3200A Timberfield Lane. The request was processed in the normal course and an exemption for the panhandle driveway was granted by the DRC. The location of that panhandle driveway passed within inches of 3200 Timberfield Lane. The minor-subdivision was approved and a number of easements were also granted, including a Water line and Driveway Easement, a 10 foot Drain and Utility Easement, a Storm Water Management Easement and a Forest Conservation Easement. The easements and the approved minor sub plan (14-024M, PAI # 03-0501, MIN-2016-00006-C) were all recorded in the land records of Baltimore County.

Subsequent to the granting of the minor sub-division (to which no appeal was taken at the time by the Petitioners) the Petitioners purchased 3200 Timberfield Lane. As part of that contract, an Addendum was agreed to and executed by David Koshkarman, which specifically identified the existence of the approved minor-subdivision as well as the recorded Easements. Further, the Addendum called for a credit of $1,500.00 to be given the Petitioner at settlement in return for an agreement not to obstruct the minor-subdivision or easements granted. The Addendum includes the following:

> **Dispute Arbitration**: The parties hereby waive trial by jury in any litigation arising out of the Contract as modified by this Addendum or any conflict created between the two documents. It is hereby agreed that any dispute that may arise in connection with the Contract, this Addendum, the Property, Easements, and/or Approved Subdivision shall be submitted before the Baltimore Beis Din. Judgment rendered by the aforesaid authority may be entered in any court having jurisdiction thereof.

Petitioner argues that § 500.7 of the BCZR allows a review by the ALJ of the waiver granted as a part of the 2016 DRC approval. He points particularly to a case known as *In re Castronovo, No. 03-C-15-6323* (Balt. Cir. Feb. 25, 2016) in which the court stated in reference to the BCZR, that "required compliance with procedures and provisions detailed in the (BCC)..."

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that the "Board of Appeals must have the authority to review the cross-referenced sections of the BCC. . . Without such authority, the Board of Appeals would not be able to evaluate whether Respondent is in compliance with the requirements of (the BCZR)..." *Id.* At 5.

Petitioner maintains that this case is "materially similar" to the instant matter. However, I believe *Castronovo* in opposite. That case involved Critical Area Regulations, not a minor-subdivision approval. Indeed, the Circuit Court remanded *Castronovo* and determined that the ALJ had "authority" to review the cross-referenced section of the BCC" precisely because BCZR §§ 103.5 and 104.5 specifically addressed Critical Area Requirements. But the BCZR does not mention any provisions that reference requirements for a minor-subdivision approval. As Movant notes, the Office of Administrative Hearings ("OAH") simply has no jurisdiction to review the propriety of a minor-subdivision approval.

In fact, Petitioners argument obscures an underlying procedural issue which requires this case to be dismissed. Specifically, Movant was granted an exemption by the DRC for a minor-subdivision on the subject property. This approval was a final action or "operative event" in accordance with a line of Maryland cases beginning with *Beth Tifiloh Congreg. v. Glyndon Community Ass'n.*, 152 Md. App. 97 (2003) (DRC exemption is "operative event" which is immediately appealable). Here, the DRC granted an "exemption" from the development process for the "subdivision of land into three or fewer lots," which include the complained of driveway easement and that approval was an operative event as discussed in *Beth Tifiloh.* Petitioners would have been permitted to appeal the DRC's decision to the County Board of Appeals, but they did not. As such, they cannot now attempt to revisit the issue by way of BCZR § 500.7.

As to the agreement for Arbitration by a *Beis Din* as part of the contract Addendum for the purchase by the Petitioner of 3200 Timberfield Lane, Counsel for the Petitioners maintains

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that since only Mr. Koshkarman signed the Addendum his wife Esther could still maintain an appeal or other action.

An Arbitration clause may be agreed to and included in a contract under the Maryland Uniform Arbitration Act. A "*Beis Din*" is a Jewish Rabbinical Court which has existed and evolved over the millennia to resolve disputes. In modern times a *Beis Din* can ad hoc be convened to address and finally resolve a particular dispute between two parties. It is an eminently fair process, as each side picks a Judge (usually a Rabbi) and the two Judges thereupon choose a third Judge. The use of *Beis Dins* are accepted and enforced by secular courts on a local basis in the same manner and degree as secular Binding Arbitration. As pointed out by Counsel for the Movant, the Maryland Court of Special Appeals in *Lang v. Levi,* 198 Md. App 154 (2011) refused to vacate *Av Beis Din* decision when part of a contract entered into by the parties to a contract, and finding that the parties were legally bound to the *Beis Din* decision.

Counsel for the Petitioner maintains that since Esther Koshkarman did not sign the Addendum, she is not bound to use the *Beis Din* as Binding Arbitration.

I disagree. The property is deeded to both Esther and David Koshkarman. They both executed the Owner Occupancy Affidavit ("OOA"). She is a co-tenant of 3200 Timberfield Lane and was so before the minor-subdivision was created. In addition, she was certainly aware of the construction of the panhandle driveway next to her home. A credit of $1,500.00 to her benefit as co-owner at settlement was part of the Addendum agreement. Certainly, a title search prior to settlement of their purchase of 3200 Timberfield Lane revealed the existence of the various recorded easements, minor-subdivision specifics, including the subject driveway. I believe that for these reasons Esther Koshkarman had both constructive and actual knowledge of the Contract and Addendum which resulted in her ownership of 3200 Timberfield Lane.

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In summary, the petitioner failed in 2016 to take an appeal to the Board of Appeals for the minor-subdivision, including the waiver granted for the placement of the subject driveway. They cannot now do so under §500.7 of the BCZR. Further, both David and Esther Koshkarman were aware of the Addendum and waived their right to take any actions contrary to the minor-subdivision other than by way of appeal to the Baltimore *Beis Din.*

THEREFORE, for all the above stated reasons, it is this 27th day of June, 2019, ORDERED that Movants Motion to Dismiss is hereby GRANTED; and

IT IS FURTHER ORDERED, that the Petition for Special Hearing in Case No. 2019-0264-SPH, be and is hereby DISMISSED

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

LAWRENCE M. STAHL
Administrative Law Judge
for Baltimore County

LMS:sln

ORDER RECEIVED FOR FILING
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Original TS JS 6-17-19
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IN RE: 3200 Timberfield Lane East of Lightfoot Drive at the end of Timberfield Lane 3rd Election District – 2nd Councilmanic District Legal Owners: David & Esther Koshkarman	*	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS FOR BALTIMORE COUNTY Case No. 2019-0264-SPH

* * * * * * * * * * * *

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ADMINISTRATIVE HEARINGS

PETITIONERS' OPPOSITION TO PROPERTY OWNER'S MOTION TO DISMISS

FACTS

This case concerns the legality of a panhandle driveway on an alleged right-of-way through a front lot known as 3200 Timberfield Lane to serve a rear lot in the DR-2 zone. The panhandle driveway is not on an in-fee strip of land. The alleged easement for the right-of-way passes within inches of the house at 3200 Timberfield Lane.

Baltimore County Code ("BCC") subsection 32-4-409(b) allows "a panhandle lot if the lot includes an in-fee strip of land for access to the local street." BCC subsection 32-4-409(c) provides an exception to the requirement for using an in-fee strip for a panhandle driveway: "In cases where a right-of-way has been established before the submission of the Development Plan, the [Administrative Law Judge] may approve access to the local street or collector street through the existing right-of-way instead of an in-fee strip." The Administrative Law Judge ("ALJ") has not approved such a right-of-way through 3200 Timberfield Lane.

BCC subsection 32-4-409(k) also authorizes the Director of Planning ("Director") to waive certain provisions of section 32-4-409. Subsection 32-4-409(k) provides:

> (k) *Waiver.* Except as provided in subsections (d) and (e) of this section, the Director of Planning may grant a waiver from any provision in this section or title if the Director finds:
> (1) That the size, scope, and nature of the subdivision of land into three or fewer lots for residential single-family dwellings does not justify strict compliance with this section;
> (2) That a waiver would be within the scope, purpose, and intent of this section; and
> (3) Compliance with all other county ordinances and regulations.

The Director has not waived these provisions.

Petitioners filed a petition in accordance with Baltimore County Zoning Regulation ("BCZR") section 500.7 and sought a ruling that the proposed road for ingress and egress to the back lot is illegal. Petitioners also sought a ruling that the road is illegal because it violates the applicable setback requirement.

The Addendum ("Addendum") to the Residential Contract of Sale ("Contract"), Article 5 reads as follows:

> The parties hereby waive trial by jury in any litigation arising out of the Contract as modified by this Addendum or any conflict created between the two documents. It is hereby agreed that any dispute that may arise in connection with the Contract, this Addendum, the Property, Easements, and/or Approved Subdivision shall be submitted before the Baltimore Beis Din. Judgment rendered by the aforesaid authority may be entered in any court having jurisdiction thereof.

The parties, as defined by the Addendum, are specifically and only 3200 Timberfield, LLC ("Seller") and David Koshkarman ("Buyer").

On June 12, 2019, the Property Owners moved to dismiss Petitioners' section 500.7 action.

Questions Presented

On June 17, 2019, the ALJ ordered the parties to file memoranda by June 24, 2019 that addressed the following issues:

1. Does article 5 of the Addendum to the Contract require the Petitioners to submit the dispute that is the subject of this BCZR section 500.7 action to the Baltimore Beis Din?

2. Does the ALJ have the legal authority in a BCZR section 500.7 action to consider whether the Department of Permits, Approvals, and Inspections properly approved the Minor Subdivision Plan with the panhandle driveway where the driveway is not on an in-fee strip and where neither the ALJ nor the Director approved the panhandle driveway?

ARGUMENT

The ALJ should deny the motion to dismiss because (A) article 5 of the Addendum to the contract does not require the Petitioners to submit the dispute to the Baltimore Beis Din; and (B) the ALJ has the legal authority to determine whether the Department of Permits, Approvals, and Inspections properly approved the Minor Subdivision Plan with the panhandle driveway where the driveway is not on an in-fee strip and where neither the ALJ nor the Director approved the panhandle driveway.

A. Article 5 of the Addendum to the Contract does not require the Petitioners to submit the dispute to the Baltimore Beis Din.

"[A] gateway dispute about whether the parties are bound by a given arbitration clause raises a 'question of arbitrability' for a court to decide." *Howsam v. Dean Witter Reynolds, Inc.*, 537 U.S. 79, 84 (2002). "Similarly, a disagreement about whether an arbitration clause in a concededly binding contract applies to a particular type of controversy is for the court." *Id.* Parties such as Buyer's wife Esther ("Spouse") and relevant government authorities are not named in the Addendum, and as such the OAH needs to decide whether the Addendum applies to these particular parties.

"Arbitration is 'consensual; a creature of contract. As such, only those who consent are bound. . . . In the absence of an express arbitration agreement, no party may be compelled to submit to arbitration in contravention of its right to legal process.' " *Curtis G. Testerman Co. v. Buck*, 340 Md. 569, 579–80 (1995) (quoting Thomas J. Stipanowich, *Arbitration and the Multiparty Dispute: The Search for Workable Solutions,* 72 Iowa L.Rev. 473, 476 (1987)). "Arbitration is a process whereby *parties voluntarily agree* to substitute a private tribunal for the public tribunal otherwise available to them." *Hartford Accident & Indem. Co. v. Scarlett Harbor Assocs.*, 346 Md. 122, 127 (1997) (emphasis in original). Accordingly, an arbitration clause "cannot impose obligations on persons who are not a party to it and do not agree to its terms." *Id.*

"If the language of the contract is unambiguous, [the Court of Appeals] give[s] effect to its plain meaning and do[es] not delve into what the parties may have subjectively intended." *Rourke v. Amchem Prod., Inc.*, 384 Md. 329, 354 (2004). When

"language within [an arbitration] clause unambiguously limits its application to disputes between [named parties]," third parties are not bound by the clause. *See e.g., Schneider Elec. Buildings Critical Sys., Inc. v. W. Sur. Co.*, 454 Md. 698, 708 (2017) (discussing arbitration in regards to unbound sureties to a contractor dispute).

Furthermore, "[o]ne spouse's signature on a pleading, legal document, contract, etc., which is intended by the signer to be on behalf of both spouses, is not by itself sufficient to make the signing spouse an agent of the non-signing spouse or to include the non-signing spouse." *In re Nicole B.*, 410 Md. 33, 63 (2009). "[The Court of Appeals has] consistently held that the relationship of principal and agent between a husband and wife may not be implied from the marital status of the parties." *William Penn Supply Corp. v. Watterson*, 218 Md. 291, 296 (1958). Even regarding deeds and contracts between spousal tenants by the entirety, "Maryland cases hold (in the entireties area) that one spouse is not, by that fact alone, an agent for the other." *State v. One 1984 Toyota Truck*, 311 Md. 171, 186 (1987). "[I]n that form of ownership, each tenant is entitled to the whole; neither tenant holds a separate interest." *Id.* at 187.

In this case, Seller and Buyer agreed to arbitration in the Beis Din to resolve all disputes between themselves arising from the Contract. However, that does not mean that the Beis Din has the authority to determine whether arbitration is required with disputes arising between either Seller or Buyer and unnamed third parties. Jurisdiction in these auxiliary disputes is a matter for the court system to decide. *See Howsam*, 537 U.S. at 84.

The language of the contract was unambiguous in binding only Seller and Buyer. *See Rourke*, 384 Md. at 354. Thus, the ALJ has the authority to determine jurisdiction in disputes arising between Buyer and governmental agencies, Seller and Spouse, or Spouse and agencies, since these parties were not named in the Addendum or the Contract. *See Schneider*, 454 Md. at 708.

Furthermore, the ALJ should determine that he can, in fact, hear the case. Because "[a]rbitration is a process where *parties voluntarily agree* to substitute a private tribunal for the public tribunal otherwise available to them" and thus a waiver of one's remedies at law, it is unfair to bind parties that have not consented to an arbitration clause. *See Hartford*, 346 Md. at 127 (emphasis in original). "In the absence of an express arbitration agreement, no party may be compelled to submit to arbitration in contravention of its right to legal process." *Buck*, 340 Md. at 579. This is not a matter between Buyer and Seller, but rather Buyer, Spouse, and an unnamed third party, and it is therefore appropriate to hear the case.

Even if the ALJ determines that he cannot adjudicate Buyer's dispute, Spouse may still be heard. Because Spouse has an undivided interest in the property, *see Toyota*, 311 Md. at 187, but she did not sign the arbitration clause, she is not bound to arbitration. Even if Buyer signed the Addendum with the intent to bind Spouse, that is "not by itself sufficient to make [Buyer] an agent of [Spouse] or to include [Spouse]." *In re Nicole B.*, 410 Md. at 63. No agency relationship is implied by a marriage alone. *See Watterson*,

218 Md. at 296. If Spouse was not bound by either Buyer's signature or Spouse's name on the deed, then any case arising between Spouse and another third party is unaffected by the Addendum's arbitration clause.

B. The ALJ has the legal authority to determine whether the Department of Permits, Approvals, and Inspections properly approved the Minor Subdivision Plan with the panhandle driveway where the driveway is not on an in-fee strip and where neither the ALJ nor the Director approved the panhandle driveway.

The Baltimore County Office of Administrative Hearings ("OAH"), the Baltimore County Board of Appeals ("BOA"), and the Baltimore County Circuit Court ("Circuit Court") have all recently considered the jurisdiction of the ALJ in the circumstances presented in this case. On November 6, 2014, the OAH issued an Order of Dismissal holding that the ALJ did not have the jurisdiction to interpret sections of the BCC in a BCZR section 500.7 hearing. The BOA affirmed this decision, after an April 6, 2015 *de novo* hearing, by Order on June 5, 2015. *See In re Castronovo*, No. 15-055-SPH (BOA June 5, 2015) [Ex. A].

Petitioners in the case appealed to the Circuit Court, which reversed the BOA decision. *See In re Castronovo*, No. 03-C-15-6323 (Balt. Cir. Feb. 25, 2016) [Ex. B]. When a section of the BCZR "require[s] compliance with those procedures and provisions detailed in [the BCC]", the Circuit Court held that "the Board of Appeals must have the authority to review the cross-referenced sections of the BCC. . . . Without such authority, the Board of Appeals would not be able to evaluate whether Respondent is in

compliance with the requirements of [the BCZR]." *Id.* at 5. The BOA then remanded the case back to the OAH, whereupon the ALJ issued a new ruling. *See In re Castronovo*, No. 2015-0055-SPH (OAH Feb. 24, 2017) [Ex. C].

This case is materially similar to *In re Castronovo* and its procedural history. The Koshkarmans are petitioning for a public hearing under BCZR section 500.7 for a decision that may require interpretation of BCC section 32-4-409. Furthermore, BCZR § 1A04.4(D)(1)(4) reads: "Panhandle lots must conform to section 32-4-409 of the Baltimore County Code and to the standards in the Comprehensive Manual of Development Policies." Consequently, because a section of the BCZR "requires compliance with those procedures and provisions detailed in [the BCC]", it therefore necessitates that the OAH and BOA have jurisdiction to interpret the BCC, or else they "would not be able to evaluate whether [a party] is in compliance with the requirements of [the BCZR]. *See In re Castronovo*, No. 03-C-15-6323 at 5 (Balt. Cir. Feb. 25, 2016).

The OAH has also recently ruled on a matter specifically involving BCC section 32-4-409 and BCZR section 500.7. *See In re Glen Arm Properties I, LLC*, No. 2018-0251-SPH (OAH May 7, 2018) [Ex. D]. In *In re Glen Arm*, Petitioner sought relief from the "in-fee strip of land" requirement of BCC subsection 32-4-409(b)(1) through a 500.7 special hearing—the precise mechanism that was both required and ignored in this case. The OAH granted Petitioner's request for a special hearing in *In re Glen Arm* and should do so again presently.

Because the OAH's authority has already been clarified by the Circuit Court and recently exercised by the OAH in the context of panhandle driveways, the OAH has clear jurisdiction to determine the scope and implementation of BCC section 32-4-409 in a BCZR section 500.7 public hearing. Otherwise the OAH could not fulfill its obligation to uphold the remainder of the BCZR, particularly section 1A04.4.

CONCLUSION

The ALJ has jurisdiction in this case. Article 5 of the Addendum does not affect the ALJ's jurisdiction because neither Spouse, nor any County agency or actor, was a party to the Contract or the Addendum. The ALJ also has the jurisdiction to interpret sections of the BCC when interpretation is necessary to uphold the BCZR.

Respectfully submitted,

G. Macy Nelson
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204
gmacynelson@gmacynelson.com
(410) 296-8166
Attorney for Petitioners

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 24th day of June, 2019, a copy of the foregoing Memorandum was mailed first-class, postage prepaid to:

Timothy Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204

Zinnaeah Johnson, Esquire
Blue Ocean
6615 Reisterstown Rd., Suite 300
Baltimore, Maryland 21215

Peter Max Zimmerman, Esquire
Carole S. DeMilio, Esquire
People's Counsel
105 West Chesapeake Avenue
Towson, Maryland 21204

G. Macy Nelson

Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180
FAX: 410-887-3182

June 5, 2015

Lawrence E. Schmidt, Esquire
Smith, Gildea & Schmidt, LLC
600 Washington Avenue, Suite 200
Towson, Maryland 21204

Bruce E. Covahey, Esquire
Covahey & Boozer, P.A.
614 Bosley Avenue
Towson, Maryland 21204

RE: *In the Matter of: Paul Godwin – Legal Owner*
Charles and Ingrid Castronovo – Petitioners
Case No.: 15-055-SPH

Dear Counsel:

Enclosed please find a copy of the Opinion and Order of Dismissal issued this date by the Board of Appeals of Baltimore County in the above subject matter.

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules*, **WITH A PHOTOCOPY PROVIDED TO THIS OFFICE CONCURRENT WITH FILING IN CIRCUIT COURT. Please note that all Petitions for Judicial Review filed from this decision should be noted under the same civil action number.** If no such petition is filed within 30 days from the date of the enclosed Order, the subject file will be closed.

Very truly yours,

Sunny Cannington Ham

Krysundra "Sunny" Cannington
Administrator

KLC/tam
Enclosure
Duplicate Original Cover Letter

c: Paul Godwin
Charles and Ingrid Castronovo
Jeanne Walsh
Office of People's Counsel
Lawrence M. Stahl, Managing Administrative Law Judge
Nancy West, Assistant County Attorney, Office of Law
Louis and Ann Workmeister
Donald Durham
Jacqueline Hogarth
Andrea Van Arsdale, Director/Dept. of Planning
Arnold Jablon, Director/PAI
Michael Field, County Attorney, Office of Law

EXHIBIT
A
PENGAD 800-631-6989

IN RE: PETITION FOR SPECIAL HEARING 1452 Shore Road (The Subject Property) 15th Election District 6th Councilmanic District Petitioners/Appellants Charles Castronovo Ingrid Castronovo Legal Owners of Subject Property Paul Godwin	* * * * * * * * * * * * * * * * * * * *	**BEFORE THE** **BOARD OF APPEALS** **OF** **BALTIMORE COUNTY** Case No.: 15-055-SPH

* * * * * * * * * * * *

OPINION AND ORDER OF DISMISSAL

Upon consideration of the evidence proffers in a *de novo* appeal and the public deliberation held on April 6, 2015, the Board of Appeals of Baltimore County (the "Board") enters the following Opinion and Order upon the Petition for Special Hearing and other relief.

BACKGROUND

This matter was before Administrative Law Judge John E. Beverungen ("ALJ Beverungen"), Office of Administrative Hearings (OAH), for consideration of a Petition for Special Hearing filed by Charles and Ingrid Castronovo (the "Petitioners'). The Special Hearing was filed pursuant to Section 500.7 of the Baltimore County Zoning Regulations ("B.C.Z.R."). The Petitioners sought the following relief: (1) to determine whether an adjoining property located at 1452 Shore Road is currently in violation of the lot coverage limitations imposed by Section 33-2-603 of the Baltimore County Code (B.C.C.); (2) whether the proposed construction of a stairway and a two level deck on Subject Property would increase the amount of lot coverage maintained on the property in violation of Section 33-2-603 of the B.C.C.; (3) whether

the proposed construction of a stairway and a two level deck on the property located at 1452 Shore Road, which is owned by Paul Godwin (the "Subject Property") violates Section 102.1 of the B.C.Z.R.; (4) whether the proposed construction of a stairway and a two level deck on the property located at the Subject Property would violate the limitation on extending non-conforming structures and uses no more than 25% of the ground floor area of the existing building; and (5) whether a plan for the proposed development of Subject Property can be approved by Baltimore County without review by all required agencies of substantial amendments/alterations thereto.

ALJ Beverungen went on to opine that the Subject Property is zoned DR 5.5. The property is 22,244 square feet in size, and is improved with a single family dwelling and garage/shed. The Petitioners own adjoining property at 1501 Shore Road, and filed this Petition for special hearing seeking a determination that their neighbor's propelty is in violation of various Baltimore County laws and regulations.

ALJ Beverungen concluded that B.C.Z.R. Section 500.7 did not provide the OAH with "jurisdiction" to hear this case. In his opinion, he stated that a "special hearing" under Section 500.7 of the B.C.Z.R. is akin to a declaratory judgment proceeding, and provides this office with authority to construe and interpret the zoning regulations as they apply in a particular setting. Antwerpen v. Baltimore County, 163 Md. App. 194, 209 (2005). The problem here is that the Petitioners have asked for an interpretation of the Baltimore County Code (B.C.C.), not the B.C.Z.R. The Subject Property is zoned DR 5.5 which (unlike some of the RC Zones) does not contain lot coverage limitations. It is DEPS which is the arbiter of this issue, and its inspectors (assuming they found a violation) can issue citations for violations of the County Code and environmental regulations.

On November 6, 2014, for want of jurisdiction, ALJ Beverungen dismissed the Petition for Special Hearing pursuant to Section 500. 7 of the B.C.Z.R, without prejudice.

FACTS

On April 6, 2015, pursuant Section 500.10 of the B.C.Z.R and incident to an appeal filed by Petitioners, who are not owners of the Subject Property[1], a special hearing was held before the County Board of Appeals for Baltimore County (the "Board"). The Petitioners were represented by attorneys Lawrence E, Schmidt, Esquire and Christopher Corey, Esquire. The legal owner of the Subject Property was represented by Bruce Covahey, Esquire.

In a preliminary motion argued before the Board, Lawrence E, Schmidt, Esquire, attorneys for the Petitioners, proffered that the Subject Property is waterfront property located in Eastern Baltimore County. He further stated that Mr. Godwin, the legal owner of the Subject Property has begun the construction of a deck. It is the Petitioners' position that because the Subject Property is located within the Chesapeake Bay Critical Area ("CBCA"), any construction on said property must comply with Baltimore County Code ("BCC") Article 32-2 et. seq. (Chesapeake Bay Critical Areas Protection) and related State Natural Resources regulations. The Petitioners claim that the issue presented is whether the existing and proposed construction, as identified, violated certain provisions of BCC Article 32-2 et. seq. and their companion state regulations. The Petitioners claim that the existing and proposed construction are in fact a violation of BCC Article 32-2 et. seq. and their companion state regulations.

The Petitioners also made a preliminary motion that would require the Board to hold the

[1] Under Section 500.10 of the B.C.Z.R, "Any person or persons, jointly or severally, or any taxpayer or any official, department, board or bureau of Baltimore County feeling aggrieved by any decision of the Zoning Commissioner shall have the right to appeal therefrom to the County Board of Appeals. Notice of such appeal shall be filed, in writing, with the Zoning Commissioner within 10 days from the date of any final order appealed from. Such appeals shall be heard and disposed of by the County Board of Appeals as hereinafter provided."

special hearing in abeyance until such time it receives certain written recommendations from the Director of Environmental Protection and Sustainability ("DEPS"). To support the motion, the Petitioners proffered that pursuant to Section 500.14 of the Baltimore County Zoning Regulations ("BCZR")[2], the Board cannot render a decision in a special hearing[3], (de novo appeal), concerning property situated in CBCA unless written recommendations describing how the proposed request complied with the particulars of that section. The Petitioners proffered that the Subject Property is indisputably with the CBCA and no such written recommendations related to Section 500.14 (A), (B) or (C) have been received by the Board from the Director of DEPS, as such, the Board cannot render a decision in this case.

In an attempt to clarify the Petitioners position concerning the application of Section 500.14 of BCZR, the Board questioned the appropriateness of requiring Paul Godwin, the legal owner of the Subject Property to seek written recommendations from DEPS because it shifts the burden to him to seek something from DEPS that he may not need for the existing and proposed construction on his property. The Petitioners proffered that it is a benefit to all parties to know exactly how DEPS would view the existing and proposed construction on the Subject Property prior to the hearing held by ALJ Beverungen or soon to be held by this Board. The Petitioners opine that neither party should be penalized for not seeking written comments from DEPS but

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[2] § 500.14. Within Chesapeake Bay Critical Area.

No decision may be rendered by the Zoning Commissioner on any petition for special exception, variance or special hearing unless the Zoning Commissioner has received from the Director of Environmental Protection and Sustainability, or his designated representative, written recommendations describing how the proposed request would:

A. Minimize adverse impacts on water quality that result from pollutants that are discharged from structures or conveyances or that have run off from surrounding lands;

B. Conserve fish, wildlife and plant habitat; and

C. Be consistent with established land use policies for development in the Chesapeake Bay Critical Area which accommodate growth and also address the fact that, even if pollution is controlled, the number, movement and activities of persons in that area can create adverse environmental impacts.

rather the triggering event for the written recommendations is simply the filing of the request to build in the CBCA. As a result, this hearing should be postponed until written comments from DEPS are issued. The Petitioners pointed out that the DEPS did not issue written comments concerning Mr. Godwin's proposed construction on the Subject Property, but it should have, and until such comments are issued all construction should stop.

Bruce Covahey, Esquire; attorney for the Mr. Godwin, owner of the Subject Property, proffered that the preliminary motion offered by the Petitioners supports his motion to dismiss because their petition for special hearing does not require the Board to interpret the Baltimore County Zoning Regulations. Therefore, this Board does not have jurisdiction to hear this matter because only issue presented in this case is whether or not an increase in the amount of lot coverage is a violation of Section 33-2-603 of the BCC.

The Legal Owner also argues the position that the Petitioners have no legal standing in this matter and are attempting to act as private code enforcement officers by protesting the issuance of a building permit to him. The Legal Owner stated that there is nothing in the code or statue that permits an individual appeal the issuance of a building permit. The Legal Owner proffered that only the building permit applicant may appeal the denial of building permit pursuant Section 35-2-302 (e) of the BCC.

The Board sought clarification from the parties concerning the issues presented in this case. The Legal Owner proffered that the issue presented by the Petitioner is whether (i) the amount of lot coverage maintained on the Subject Property in violation of Natural Resources Article and its companion COMAR regulations and/or Section 33-2-603 of the B.C.C, (ii) this Board has jurisdiction to hear a matter unrelated to Baltimore County Zoning Regulations and

[3] § 500.7 (Petitions for Public Hearing; Notice).

(iii) and the Petitioners have standing to petition this Board for a special hearing pursuant to Section 500.7 of the BCZR. Conversely, the Petitioners proffer that the issue in this case is the extent to which the Legal Owner has violated the regulations associated with the CBCA because his 2006 construction project and, the existing and proposed construction are in excess of the lot coverage permitted for Subject Property.

The Petitioners further stated that Section 103.5 (Chesapeake Bay Critical Area; Grandfathering)[4] and Section 104.5 of the BCZR (Uses in the Chesapeake Bay Critical Area) are

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[4] § 103.5. Chesapeake Bay Critical Area; grandfathering.

A. This subsection applies to grandfathering requirements of the Chesapeake Bay Critical Area Local Protection Program and to the residential densities at which certain land within the Critical Area may be developed after June 13, 1988.

B. The rights conferred under this subsection are subject to:

1. The provisions in § 32-4-273 of the Baltimore County Code, pertaining to the time limit for validity of subdivision plats and, if applicable, to the provisions of Sections 103.3 and 103.4 of the Baltimore County Zoning Regulations;

2. The provisions in Article 33, Title 2, Subtitles 3, 4, and 5 and § 33-2-604 of the Baltimore County Code, pertaining to wetlands, buffers, habitat protection areas and water-dependent facilities; and

3. Other applicable county laws or regulations in effect at the time a right is exercised.

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

D. Lots of record or record lots as of December 1, 1985.

1. Each individual lot or parcel of land that was either a lot of record or a record lot on December 1, 1985, may be developed with a single-family dwelling if a dwelling was not already in existence and if a single-family dwelling was a use permitted on the property under the zoning in effect on December 1, 1985, notwithstanding that such development may be inconsistent with the density provisions of the approved local protection program and provided that this right to develop is subject to all the Zoning Regulations, other than density or lot size, in effect at the time the right is to be exercised; unless the lot or parcel is within the recorded plan or plat of a land subdivision approved by the county before December 1, 1985, in which case the limitations and rights pertaining to the approved plan or plat shall govern.

2. All lots that are developed under this paragraph shall be brought into conformance with the local critical area program, including the consolidation or reconfiguration of lots not individually owned, to avoid or minimize impacts to wetlands, buffers, and habitat protection areas, as determined by the Department of Environmental Protection and Sustainability.

E. Growth allocation will not be required for subdivisions of land where each resultant parcel or lot contains a dwelling which existed on December 1, 1985.

F. Residential subdivision of land other than for single-family dwellings, as covered by Paragraphs D and E of

dispositive to the outcome of the issues presented in this case. Section 103.5 (B) (1) and (B) (2) of the BCZR specifically adopts and incorporates certain provisions of the BCC; including Section 33-2-604 of the BCC. The Petitioners proffered that these grandfathering provisions in this section of the BCZR are relevant to the Legal Owner's ability to further improve the Subject Property in the CBCA.

The Petitioners further argue that Section 104.5 of the BCZR[5] states that where any use within the CBCA that becomes nonconforming on or after the effective date of this section[6] is subject to the provisions of "Sections 104.1, 104.2 and 104.3 and to the variance provisions and procedures of § 32-4-231, § 33-2-205, or § 33-2-603 of the Baltimore County Code, whichever is or are applicable."

The Petitioner contends that under Section 103.5 and Section 104.5 of the BCZR because they incorporate provisions in the BCC that are germane to the CBCA, the Petitioners have standing to file this petition under Section 500.7 of the BCZR[7]. Finally, the Petitioners contend that the Board has jurisdiction and authority to construe the aforementioned Baltimore County Zoning Regulations relating to the CBCA and how the impact the Subject Property.

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this subsection, is permitted in accordance with an approved final development plan or record plat if the approval was granted by the county before June 1, 1984.

G. For nonresidential developments, a lot or parcel of land may be developed with a use permitted on the property under the zoning or use regulations in effect on December 1, 1985, notwithstanding that such development may be inconsistent with the provisions of Article 33, Title 2 of the Baltimore County Code and provided that this right to develop is subject to the Zoning Regulations in effect at the time the right is to be exercised; unless the lot or parcel is within the recorded or approved plat or a plan of a land subdivision approved by the county before December 1, 1985, in which case the limitations and rights pertaining to the approved plan or plat shall govern.

[5]§ 104 Uses in Chesapeake Bay Critical Area.

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

[6]Bill Nos. 32-1988; 124-1991; 9-1996; 137-2004

[7]The Petitioners also pointed out that there is Maryland case law that support the proposition that a neighbor has

DISCUSSION

The Board having evaluated the proffers made by the attorneys of the respective parties and reviewed section of the Baltimore County Code and the Baltimore county Zoning regulations has determined that this Board lacks the jurisdiction to hear the matter. The Board agrees with the Legal Owner the issues presented in the petition for special hearing filed by the Petitioners would require it to interpret and construe certain sections of the Baltimore County Code for which it has no authority. The Petitioners preliminary motion, which would require this Board to hold this special hearing in abeyance until the Director of DEPS could provide written recommendation consistent with Section 500.14 of BCZR, is dismissed because this Board lacks jurisdiction to hear the underlying particulars of the petition for special hearing.

The Board agrees with the Legal Owner's position that the Petitioners petition for special hearing does not involve the interpretation of the Baltimore County Zoning Regulations; therefore, the Board lacks jurisdiction to hear this matter. As such, the Legal Owner's motion to dismiss is granted.

standing to file a petition for a special hearing about a specific property under section 500.7 of the BCZR

ORDER

THEREFORE IT IS THIS, 5th day of June, 2015, by the Board of Appeals of Baltimore County,

ORDERED that the Petition for Special Hearing in case number 15-055-SPH is hereby **DISMISSED.**

Any Petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules.*

BOARD OF APPEALS
OF BALTIMORE COUNTY

Andrew M. Belt, Panel Chairmen

Benfred B. Alston
Benfred B. Alston

Richard A. Wisner was a Board member at the hearing on April 6, 2015. He was not reappointed and his term expired on April 30, 2015.

15-055-SPH

IN THE	*	IN THE
MATTER OF	*	CIRCUIT COURT
CHARLES CASTRONOVO, ET AL.	*	FOR
	*	BALTIMORE COUNTY
	*	Case No. 03-C-15-6323

* * * * * * * * * * * * *

MEMORANDUM OPINION

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

FACTUAL AND PROCEDURAL BACKGROUND

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

EXHIBIT B
PENGAD 800-631-6989

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

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

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

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

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

DISCUSSION

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

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

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

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

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

104.3. Without question, the Baltimore County Office of Administrative Hearings[2] and the Board of Appeals have jurisdiction with regard to the issues involving BCZR § 102.1 and BCZR § 104.3 as they require the interpretation of the BCZR.

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

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

BCZR § 104.5 indicates:

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

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

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2 *See supra* note 1.

CONCLUSION

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

JUDITH C. ENSOR, Judge

IN THE	*	IN THE
MATTER OF	*	CIRCUIT COURT
CHARLES CASTRONOVO, ET AL.	*	FOR
	*	BALTIMORE COUNTY
	*	Case No. 03-C-15-6323

* * * * * * * * * * * * *

ORDER

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

Accordingly, it is hereby ORDERED this 25TH day of February, 2016, that this matter is REMANDED to the Board of Appeals for further proceedings.

JUDITH C. ENSOR, Judge

IN RE: **PETITION FOR SPECIAL HEARING**	*	BEFORE THE
(1452 Shore Road)		
15th Election District	*	OFFICE OF
6th Council District		
Paul Godwin, *Legal Owner*	*	ADMINISTRATIVE HEARINGS
Charles & Ingrid Castronovo, *Petitioners*		
	*	FOR BALTIMORE COUNTY
	*	**Case No. 2015-0055-SPH**

* * * * * * * *

ORDER ON REMAND FROM THE BOARD OF APPEALS OF BALTIMORE COUNTY

This matter was remanded to the Office of Administrative Hearings (OAH) by the Board of Appeals of Baltimore County (hereinafter "the Board"). The Board's October 28, 2016 remand order recites the procedural history and current posture of this case. As such that will not be repeated here.

Charles and Ingrid Castronovo (hereinafter "Petitioners" or "Castronovos") filed a Petition for Special Hearing pursuant to § 500.7 of the Baltimore County Zoning Regulations ("B.C.Z.R."), as follows:

(1) To determine whether an adjoining property located at 1452 Shore Road is currently in violation of the lot coverage limitations imposed by Section 33-2-603 of the Baltimore County Code (B.C.C.);

(2) Whether the proposed construction of a stairway and a two level deck on the property located at 1452 Shore Road would increase the amount of lot coverage maintained on the property in violation of Section 33-2-603 of the B.C.C.;

(3) Whether the proposed construction of a stairway and a two level deck on the property located at 1452 Shore Road violates Section 102.1 of the B.C.Z.R.;

(4) Whether the proposed construction of a stairway and a two level deck on the property located at 1452 Shore Road would violate the limitation on extending non-conforming structures and uses no more than 25% of the ground floor area of the existing building; and

EXHIBIT C
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(5) Whether a plan for the proposed development of 1452 Shore Road can be approved by Baltimore County without review by all required agencies of substantial amendments/alterations thereto.

Special hearing request number 5 was dismissed at the original hearing by Petitioners' counsel, and the Petition in the file was so amended and initialed by the undersigned.

The Castronovos have (by their own admission) had a long-running feud with their neighbor Paul Godwin (hereinafter "Respondent" or "Godwin"), who owns the adjacent property at 1452 Shore Road (hereinafter, the "subject property"). Petitioners seek a determination that certain improvements made to the subject property in 2006 & 2014 are unlawful in that they exceed impervious surface limitations set forth in State and County law.

Some history is important to resolve this dispute. In 1973 the State of Maryland enacted a comprehensive set of statutes and regulations designed to protect the Chesapeake Bay, known as the Chesapeake Bay Critical Area law. Baltimore County adopted its own critical area program (as envisioned in the State law) in 1988. The critical area program in Baltimore County is administered by the Department of Environmental Protection and Sustainability ("DEPS").

The subject property is approximately 22,244 sq. ft. in size and is located in what is known as a limited development area ("LDA") as described in the critical area regulations. A lot of this size in the LDA has an impervious coverage limitation of 5,445 sq. ft. Petitioners' Exhibit 13C. The B.C.Z.R. (§§ 103.5 & 104.5) contains certain "grandfathering" provisions which essentially permit the continuation of any use in existence in 1988 when the County's critical area program was adopted. As such, resolution of this case will involve examining the status of the subject property as of 1988, as well as after the enlargement of the single-family dwelling in 2006 and the construction of a two-story deck in 2014.

Petitioners presented an aerial photo and lot coverage calculations from 2005, and except as noted below no evidence was presented to suggest any improvements had been made to the subject property between the 1988 "grandfathering" date and 2005. Petitioners' Exhibit 7. Although that document indicated a small shed had been constructed between 1995 and 2005, Mr. Godwin testified the shed was on the subject property when he purchased it in 1982. As such, according to Petitioners' calculations the amount of impervious coverage on the lot in 2005 was 6,374 square feet.

Therefore, as of 2005 the subject property had already exceeded the lot coverage limitations under current law, though the site and conditions were lawfully nonconforming under B.C.Z.R. §103.5. But any construction or improvements thereafter (to the extent deemed "lot coverage" by DEPS) would by definition exceed the lot coverage limitations found in the critical area law.

The subject property was renovated and expanded in 2006, and Petitioners presented photos and other records documenting that project. According to Petitioners the subject property had 7,820 sq. ft. of impervious coverage in 2014, although the parties now agree the shed was constructed prior to 1988, which would reduce that figure to 7,704 sq. ft. Petitioners' Ex. No. 9. Mr. Castronovo testified he completed these calculations using aerial photography and CAD/GIS software. Thomas Panzarella, an environmental reviewer at DEPS, testified he visited the site on multiple occasions and calculated the impervious coverage in 2013 to be 6,001 sq. ft. Mr. Panzarella's field notes were admitted as Respondent's Ex. No. 2.

Since DEPS is the agency charged with administering the critical area law, and Mr. Panzarella has worked for DEPS for over 12 years during which time he reviewed in excess of 2,000 permits, I find his testimony and calculations to be credible. Even so, the 6,001 sq. ft. of lot

coverage (some portion of which is owing to the 2006 renovation project) is in excess of the 5,445 sq. ft. permitted under the Regulations. Mr. Panzarella was not involved in reviewing the 2006 project and could not find any notes or documents in the file pertaining to that construction. If, as it appears, the 2006 permit was issued in error, I believe Baltimore County should be estopped from any enforcement action pursuant to *Permanent Financial Corp. v. Montgomery County,* 308 Md. 239 (1986), although such a determination is beyond the scope of this matter.

The final issue concerns the construction of the deck in 2014. Petitioners contend certain portions of that construction should be considered "lot coverage" under the critical area law. In support of that proposition, Petitioners submitted an email from Kate Charbonneau, a program chief at the Critical Area Commission. Petitioners' Ex. No. 14. Ms. Charbonneau opined the areas covered by the second level of the deck and the stairway steps should be counted as "lot coverage." In the aggregate, these features would increase the amount of lot coverage by approximately 348 sq. ft. Petitioners' Ex. No. 15.

But Mr. Panzarella testified DEPS does not consider the second story of the deck or the stairways to be "lot coverage." Mr. Panzarella indicated he received an e-mail from Regina Esslinger (his supervisor) wherein she noted DEPS does not count the decking boards or stairs as lot coverage since they are spaced in such a fashion that allows water to flow between the boards. This is recognized in the statute as an exception to the definition of "lot coverage." Md. Nat. Res. Code Ann. §8-1802(a)(17)(iii)(4). Mr. Godwin provided a sample of the decking boards and pointed out that ample space exists between the boards to allow for water drainage.

As such, and in recognition of the "great deference" which is owed to an interpretation of a statutory provision by the agency charged with its enforcement and administration, I am convinced by Mr. Panzarella's testimony that no portion of the 2014 deck project should be

considered "lot coverage." *Brethren Mutual Ins. Co. v. Buckley*, 437 Md. 332, 348 (2014)(discussing deference owed to administrative agency interpretation).

THEREFORE, IT IS ORDERED this **24th** day of **February, 2017**, by this Administrative Law Judge, that the Petition for Special Hearing pursuant to § 500.7 of the Baltimore County Zoning Regulations ("B.C.Z.R"), as follows:

(1) To determine whether an adjoining property located at 1452 Shore Road is currently in violation of the lot coverage limitations imposed by Section 33-2-603 of the Baltimore County Code (B.C.C.), be and is hereby GRANTED for the reasons stated above.

IT IS FURTHER ORDERED that the Petition for Special Hearing to determine:

(2) Whether the construction of a stairway and a two level deck on the property located at 1452 Shore Road would increase the amount of lot coverage maintained on the property in violation of Section 33-2-603 of the B.C.C.;

(3) Whether the construction of a stairway and a two level deck on the property located at 1452 Shore Road violates Section 102.1 of the B.C.Z.R.; and

(4) Whether the construction of a stairway and a two level deck on the property located at 1452 Shore Road would violate the limitation on extending non-conforming structures and uses no more than 25% of the ground floor area of the existing building,

be and is hereby DENIED.

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

_____Signed_____
JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB/sln

IN RE: **PETITION FOR SPECIAL HEARING**	*	BEFORE THE
(5323 Glen Arm Road)		
11th Election District	*	OFFICE OF
3rd Council District		
Glen Arm Properties I, LLC	*	ADMINISTRATIVE HEARINGS
Legal Owner		
Petitioner	*	FOR BALTIMORE COUNTY
	*	**Case No. 2018-0251-SPH**

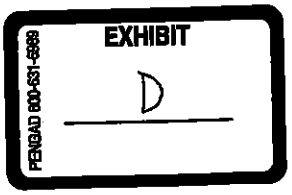
* * * * * * * *

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 Glen Arm Properties I, LLC, legal owner ("Petitioner"). The Special Hearing was filed pursuant to § 500.7 of the Baltimore County Zoning Regulations ("BCZR") as follows: (1) to approve access to the local street or collector street through an existing right-of-way instead of an in-fee strip; and (2) to allow the continued use of an existing 1,440 ft. right-of-way access strip for up to three (3) lots. A site plan was marked and admitted as Petitioner's Exhibit 1.

Frank Pommett and Bernadette Moskunas appeared in support of the petition. Timothy M. Kotroco Esq., represented the Petitioner. Several neighbors attended the hearing to obtain additional information about the request. The Petition was advertised and posted as required by the Baltimore County Zoning Regulations. Substantive Zoning Advisory Committee (ZAC) comments were received from the Department of Environmental Protection and Sustainability (DEPS), the Bureau of Development Plans Review (DPR) and the Department of Planning (DOP).

Petitioner purchased in 2016 a thirty-two (32) acre parcel of land on Glen Arm Road. The property was improved with a single-family dwelling, although it was in poor condition and



suffered extensive fire damage. The balance of the property was and continues to be in agricultural production.

Mr. Pommett testified he owns a farm nearby, and that he intends for the immediate future to continue farming the subject property. Ultimately, Mr. Pommett indicated he and the other two members of the ownership entity plan to subdivide the property and construct three single-family dwellings. Petitioner would rebuild the dwelling previously owned by the Horner family and would construct two additional single-family dwellings. Mr. Pommett testified the dwellings would be situated near one another on the tract and that each of the three lots created in the minor subdivision process would be approximately ten (10) acres in size. As discussed at the hearing, both the BCZR and Maryland's Sustainable Growth and Agricultural Preservation Act of 2012 would limit to three (3) the number of dwellings on the subject property.

But this case does not concern the proposed minor subdivision. Rather, Petitioner seeks special hearing relief merely to confirm it has the right to continue using the "farm road" to access the subject property. Neighbors indicated the "road" is in extremely poor condition and during heavy storms there is considerable run-off from this driveway, and debris and sediment is washed onto Glen Arm Road and neighboring properties. As discussed at the hearing, Petitioner will be required during the minor subdivision process to improve the condition of the driveway and (along with Baltimore County and the existing owners who use this driveway) remedy the excessive stormwater run-off from this steep and unpaved driveway.

Under Baltimore County Code (BCC) section 32-4-409(b)(1) an owner proposing to access an interior lot(s) by a panhandle driveway is required to provide an "in-fee strip of land for access to the local street." But the law contains an "exception" when "a right-of-way has been established before the submission" of the plan. BCC §32-4-409(c). In that case, the ALJ can approve access

to the local street "through the existing right-of-way instead of an in-fee strip." *Id.* Ms. Moskunas testified the driveway has been in use in its current location for over 60 years, and deeds were submitted to substantiate this fact. As such, Petitioner is entitled to use this existing right-of-way to access the three (3) proposed building lots.

THEREFORE, IT IS ORDERED this 7th day of **May, 2018** by this Administrative Law Judge, that the Petition for Special Hearing: (1) to approve access to the local street or collector street through an existing right-of-way instead of an in-fee strip; and (2) to allow the continued use of an existing 1,440 ft. right-of-way access strip for up to three (3) residential building lots, be and is hereby GRANTED.

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

1. Petitioner may apply for necessary permits and/or licenses upon receipt of this Order. However, Petitioner is hereby made aware that proceeding at this time is at its own risk until 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, Petitioner would be required to return the subject property to its original condition.

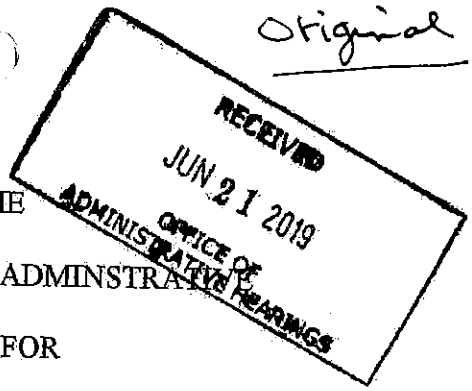
2. Petitioner must comply with the ZAC comment submitted by the DEPS, a copy of which is attached hereto.

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

Signed
JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:sln

Original



IN RE: 3200 TIMBERFIELD LANE East of Lightfoot Drive at the end of Timberfield Lane	*	BEFORE THE
	*	OFFICE OF ADMINSTRATIVE
3rd ELECTION DISTRICT	*	HEARINGS FOR
2nd COUNCILMANIC DISTRICT Legal Owners: David & Esther Koshkarman	*	BALTIMORE COUNTY
	*	Case No. 2019-0264-SPH

* * * * * * * * * * * * *

MEMORANDUM IN SUPPORT OF PROPERTY OWNER'S MOTION TO DISMISS

Now comes 3200 Timberfield, LLC, the owner of 3200A Timberfield Lane files this memorandum in support of its motion to dismiss. Respondent moves this Honorable Court to dismiss this Petition filed against the property and in support thereof, states the following:

THE ALJ LACKS JURISDICTION OVER THIS DEVELOPMENT MATTER

1. The Special Hearing Petition (hereinafter "SPH") filed by the applicant requests this ALJ to interfere with, rule against or otherwise overturn a minor subdivision approval, which is a development matter that is not under the jurisdiction of the ALJ. The ALJ has not been given the authority under the Baltimore County Code or the Baltimore County Zoning Regulations to interfere with such development approvals. It is strictly a development matter.

The Petitioner has filed their SPH request utilizing §500.7 of the Baltimore County Zoning Regulations which reads as follows:

> The said Zoning Commissioner shall have the power to conduct such other hearings and pass such orders thereon as shall, in his discretion, be necessary for the proper enforcement of all **zoning regulations**, subject to the right of appeal to the County Board of Appeals as hereinafter provided. The power given hereunder shall include the right of any interested person to petition the Zoning Commissioner for a public hearing after advertisement and notice to determine the existence of any purported nonconforming use on any premises or to determine any rights whatsoever of such person in any property in Baltimore County insofar as they are affected by **these regulations**. BCZR Art. V § 500.7 (emphasis added).

The petitioner wrongfully relies upon §500.7 of the Baltimore County Zoning Regulations. Section 500.7 is to be used exclusively for "the proper enforcement of the zoning regulations." The property at hand was approved as a "minor subdivision" utilizing the Development Regulations as contained within Article 32 Title 4 of the Baltimore County Code, not the BCZR. Consequently, the ALJ lacks the authority to overrule or overturn this minor subdivision approval. The petition should be dismissed.

THE PETITIONER IS CONTRACTUALLY BARRED FROM FILING THIS SPECIAL HEARING REQUEST

2. The Petitioner in this case, in addition to executing a contract of sale to purchase the subject property, signed an "addendum to the residential contract of sale", ("**Addendum**") dated the 9th day of November 2016, a copy of which is attached hereto.

Paragraph 2 of said **Addendum**, discloses unto this Petitioner, the existence of the very driveway easement which the Petitioner is now protesting, as well as many additional easements, all of which were referenced within the **Addendum** and all of which were recorded within the Land Records of Baltimore County. ***(See paragraph 2 of attached Addendum.*** The Addendum specifically identifies the following minor subdivision plan and recorded easements as follows:

- Approved Minor Sub Plan No. 14-024M, PAI #03-0501, MIN-2016-00006-C
- Waterline and Driveway Easement, as shown on a site plan (Liber 37181 Folio: 203).
- 10 Foot Drain and Utility Easement, as shown on a site plan (Liber: 37384 Folio: 178).
- Storm Water Management Easement, as shown on a site plan (Liber: 37384 Folio: 193).
- Forest Conservation Easement, as shown on a site plan (Liber: 37384 Folio: 163).

(Copies of all of these recorded easements are attached to the original Motion to Dismiss filed with this Court, and were all recorded prior to the petitioner purchasing their property. Not only did the petitioner have actual knowledge of the driveway

easement, but they had constructive knowledge by virtue of these easements being recorded in the land records).

3. In addition to disclosing all applicable easements, including the very driveway easement which is the subject of this Special Hearing Petition, the Petitioner herein was actually paid $1,500 in return for his agreement not to challenge or contest these easements or the minor subdivision of this property. (***See paragraph #3 of the attached Addendum entitled "Concession to Buyer"***)

It should be noted that the Petitioner was actually residing in this house at 3200 Timberfield Lane as a tenant, renting the premises during the time that the property was proceeding through the minor subdivision development process and only after the minor subdivision was approved, purchased the property.

4. The Petitioner herein, as Buyer of the property, also agreed in the **Addendum** at paragraph 4, that "his escrow agent has worked with the engineers and Seller to accomplish the approved subdivision and is uniquely familiar with the property". (***See paragraph #4 of the attached Addendum***). The Petitioner's Escrow Agent was working and acting on Petitioner's behalf and had full knowledge of the driveway easement in question. In addition to his own actual knowledge the escrow agent's knowledge imputes to the petitioner as well.

5. The Petitioner herein, as Buyer of the property, in paragraph 5 of the Addendum, agreed to Arbitration. In 1925 congress enacted the Federal Arbitration Agreement (hereinafter "FAA") with the intent that the act would be the governing body of law regarding contractual arbitration agreements both federally and at the state level. Under the FAA, parties are given authorization by law to include a contractual provision that allows for all disputes to be arbitrated, even if one party wishes to proceed to court. (9 U.S.C.S. § 2). The FAA is still the governing body on arbitration agreements today. The analogue of the FAA in Maryland is the Maryland Uniform Arbitration Act, containing similar provisions.

In *Lang v. Levi* the Maryland Court of Special Appeals recognized not only the legal gravity of binding arbitration in contract, but specifically upheld the utilization of

Beis Din[1] for arbitrative purposes. *Lang v. Levi*, 198 Md. App. 154 (2011). In *Lang*, the petitioner asked the court to vacate a decision made by an *Av Beis Din* regarding monetary awards to one of the parties. *Id.* at 162. The trial court granted summary judgement in favor of the respondent and the Maryland Court of Special Appeals affirmed, refusing to vacate *Av Beis Din's* decision. *Id.* at 161. The Court of Special Appeals reasoned that since both parties agreed to *Beis Din* arbitration in their initial contract, the parties were legally bound to the final decision made by *Beis Din*. *Id.* at 164.

In the case before this ALJ the Addendum provides in paragraph 5, **"that any dispute that may arise in connection with this Contract, this Addendum, the Property, Easements, and/or Approved Subdivision shall be submitted before the *Beis Din.*"**

As a result of this provision within their contract and based on Maryland Law, the Petitioner is barred from proceeding before the ALJ. The *Beis Din* is the appropriate venue for this matter to be resolved. The ALJ should acknowledge the legality of the *Beis Din* and require the parties to settle their differences before that tribunal.

6. For the reasons as outlined within this Memorandum and for other good and sufficient cause, it is respectfully requested:

A. That the Petition for Special Hearing filed against the property located at 3200 Timberfield Lane should be dismissed.

Respectfully Submitted,

Timothy M. Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204
410-299-2943

[1] *Beis Din*, meaning "house of judgment" is a rabbinical Court of Judaism.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 20th day of June, 2019, a copy of the foregoing Memorandum in Support of Motion to Dismiss was mailed to G. Macy Nelson, Esquire, 401 Washington Avenue, Suite 803, Towson, MD 21204, attorney for the Petitioner.

Timothy Kotroco

Timothy M. Kotroco, Esquire

DocuSign Envelope ID: 7CF4F01F-5263-4302-A550-5AC0689F2E55

ADDENDUM TO RESIDENTIAL CONTRACT OF SALE

THIS ADDENDUM TO RESIDENTIAL CONTRACT OF SALE (this "**Addendum**") is made as of this 9th day of November, 2016 (the "**Effective Date**"), by and between by 3200 Timberfield, LLC, a Maryland limited liability company (the "**Seller**"), and David Koshkarman (the "**Buyer**").

RECITALS

A. Seller and Buyer are parties to a certain Residential Contract of Sale dated November 7, 2016 (the "**Contract**") relating to the purchase and sale of 3200 Timberfield Lane, Pikesville, Baltimore County, Maryland 21208 (the "**Property**"); and

B. The parties wish to clarify certain additional agreements in connection with the Contract and Property, all as more particularly set forth herein.

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

1. **Recitals; Definitions**. The foregoing recitals are incorporated herein as a substantive part of this Addendum. Capitalized terms not defined in this Addendum shall have the meanings ascribed to them in the Contract. This Addendum is deemed a part of and attached to the Contract. From and after the Effective Date, any reference to the Contract shall include the terms of this Addendum.

2. **Minor Subdivision**. The Property is one of two lots (the "**Lots**") within the minor subdivision shown on plan PAI # 03-0501 – Minor Subdivision Number 14-024M – Minor Subdivision of Labyrinth – Section 2 - 3200 Timberfield Lane (the "**Plan**"), approved by Baltimore County (the "**County**"), reference # MIN-2016-00006-C (the "**Approved Subdivision**"). The Seller has advised and disclosed to Buyer the Plan, the Approved Subdivision and the easements and agreements created as a part of the Approved Subdivision, including without limitation, that certain (a) Declaration of Easement by Seller dated January 29, 2016, and recorded among the Baltimore County Land Records (the "**Land Records**") in Book 37181 at Page 203 et seq. (the "**Waterline and Driveway Easements**"), (b) Deed of Easement and Agreement by and between Seller and the County dated January 29, 2016, and recorded among the Land Records in Book 37384 at Page 178 et seq. (the "**10 Foot Drain and Utility Easement**"), (c) Deed of Declaration and Easement by and between Seller and the County dated January 29, 2016, and recorded among the Land Records in Book 37384 at Page 193 et seq. (the "**Storm Water Management Easement**"), (d) Forest Buffer and Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions by and between Seller and the County dated January 29, 2016, and recorded among the Land Records in Book 37384 at Page 148 et seq. (the "**Forest Buffer Easement**"), and (e) Forest Conservation Declaration of

Authentisign ID: 7CF4F01F-5283-4302-A550-5AC0683F2E55

Protective Covenants, Conditions, and Restrictions by and between the Seller and the County dated January 29, 2016, and recorded among the Land Records in Book 37384 at Page 163 et seq. (the "**Forest Conservation Easement**," and together with the other identified easements, collectively the "**Easements**"). Buyer and Seller have discussed and agreed upon the intent of the Easements as well as the driveways, water lines, sewer lines, utility services, and construction which will take place within those Easements to affect the Plan and Approved Subdivision for both Lots. Buyer acknowledges his understanding of all of these instruments and information and covenants that he will fully cooperate with all activities, installations, construction necessary or appropriate to carry out the spirit of the Plan, Approved Subdivision, and Easements.

3. **Concession to Buyer**. In consideration for Buyer's full cooperation now and in the future as set forth above and refraining from installing any fencing or other obstructions in or near the Easements until the actions are completed to develop the Lots and affect spirit of the Plan and Approved Subdivision, Seller at closing shall credit to Buyer the amount of One Thousand Five Hundred Dollars ($1,500.00).

4. **Title and Escrow**. The Buyer acknowledges and agrees that, as Clear Title Group, 106 Old Court Road, Suite 104, Baltimore, Maryland 21208, Attn: Lawrence London, Esq., P (410) 486-5456, F (410) 486-4678 (the "**Escrow Agent**") has worked with engineers and Seller to accomplish the Approved Subdivision and is uniquely familiar with the Property, Buyer shall use Escrow Agent to close the purchase and sale under this Contract, together with all title and escrow services ancillary to this transaction.

5. **Dispute Arbitration**. The parties hereby waive trial by jury in any litigation arising out of the Contract as modified by this Addendum or any conflict created between the two documents. It is hereby agreed that any dispute that may arise in connection with the Contract, this Addendum, the Property, Easements, and/or Approved Subdivision shall be submitted before the Baltimore Beis Din. Judgment rendered by the aforesaid authority may be entered in any court having jurisdiction thereof.

6. **Conflict**. In the event of any conflict arising between the Contract and this Addendum, the terms of this Addendum shall prevail.

7. **Survival**. All of the promises, representations, covenants and agreements of the parties set forth in this Addendum shall remain operative and shall survive the closing of the transaction contemplated by the Contract and this Addendum.

8. **No Further Modification**. Except as expressly set forth herein, the Contract remains unmodified and in full force and effect. No change or modification of this Agreement shall be valid unless the same is in writing and signed by each of the parties hereto or thereto. No waiver of any of the provisions of this Addendum executed or to be executed in connection

Authentisign ID: 7CF4F01F-5293-4302-A550-5ACD68BF2E55

herewith shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

9. **Binding Effect**. The Contract as modified by this Addendum shall run with the land affected hereby, be binding upon, and inure to the benefit of and be enforceable by, the respective personal representatives, successors and permitted assigns of the parties hereto.

10. **Counterparts**. To facilitate execution, this Addendum may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement. Telecopied and electronically transmitted signatures shall have the same valid and binding effect as original signatures.

IN WITNESS WHEREOF, the parties have duly executed this Addendum as of the day and year first above written.

WITNESS:

SELLER:

3200 Timberfield, LLC
a Maryland limited liability company

By: Authentisign Jonathan Ehrenfeld, Member 11/11/2016
Name: Jonathan Ehrenfeld
Title: Manager

WITNESS:

BUYER:

David Koshkarman docusign verified 11/10/16 3:16PM EST PF6QJSMR-X2MM-KRFJ
Name: David Koshkarman

Authentisign ID: 7CF4F01F-5263-4302-A550-5AC0689F2E55

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B. The parties wish to clarify certain additional agreements in connection with the Contract and Property, all as more particularly set forth herein.

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

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3. **Concession to Buyer**. In consideration for Buyer's full cooperation now and in the future as set forth above and refraining from installing any fencing or other obstructions in or near the Easements until the actions are completed to develop the Lots and affect spirit of the Plan and Approved Subdivision, Seller at closing shall credit to Buyer the amount of One Thousand Five Hundred Dollars ($1,500.00).

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IN WITNESS WHEREOF, the parties have duly executed this Addendum as of the day and year first above written.

WITNESS:

SELLER:

3200 Timberfield, LLC
a Maryland limited liability company

Authentisign
Jonathan Ehrenfeld, Member 11/11/2016
11/11/2016 8:42:15 AM EST

By: _____
Name: Jonathan Ehrenfeld
Title: Manager

WITNESS:

BUYER:

David Koshkarman
dotloop verified
11/10/16 3:16PM EST
PFEQ-J8MR-XZMM-KRFJ

_____
Name: David Koshkarman

PLEASE PRINT CLEARLY

CASE NAME _____
CASE NUMBER _____
DATE JUNE 17, 2019.

PETITIONER'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E - MAIL
RICHARD E. MATZ	2835 SMITH AVE SUITE G	BALTO CO. 21209	DMATZ@CMRENGINEERS.COM
Tim Kotroco	305 Washington Ave Ste 502	Towson MD 21204	TKotroco@gmail.com

PLEASE PRINT CLEARLY

CASE NAME 3200 TIMBERFIELD LN
CASE NUMBER 2019-0264-SPH
DATE JUNE 17, 2019

CITIZEN'S SIGN - IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E - MAIL
GMACY NELSON	401 WASHINGTON AVE	TOWSON, MD	gmacynelson@gmacynelson.com
DAVID KOSHKARMAN	3200 TIMBERFIELD LN.	PIKESVILLE, MD	
ESTHER KOSHKARMAN	3200 TIMBERFIELD LN.	PIKESVILLE, MD	c/o gmacynelson@gmacynelson.com

PROTESTANT'S
EXHIBIT NO. 1

Real Property Data Search

Search Result for BALTIMORE COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration

Tax Exempt: **Special Tax Recapture:**
Exempt Class: NONE

Account Identifier: **District - 03 Account Number -** 0308068640

Owner Information

Owner Name:	KOSHKARMAN DAVID KOSHKARMAN ESTHER	**Use:** **Principal Residence:**	RESIDENTIAL YES
Mailing Address:	3200 TIMBERFIELD LANE PIKESVILLE MD 21208-	**Deed Reference:**	/38394/ 00295

Location & Structure Information

Premises Address:	3200 TIMBERFIELD LN PIKESVILLE 21208-	**Legal Description:**	IMPS .268 AC MS PTLT 5 3200 TIMBERFIELD LN SS

Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	
0078	0005	0144		0000			1	2017	Plat Ref:	0027/ 0043

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

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1961	1,709 SF	1200 SF	11,684 SF	04

Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation
1	YES	STANDARD UNIT	BRICK	2 full/ 1 half	1 Carport	

Value Information

	Base Value	Value	Phase-in Assessments	
		As of 01/01/2017	As of 07/01/2018	As of 07/01/2019
Land:	121,900	121,900		
Improvements	212,900	207,800		
Total:	334,800	329,700	329,700	329,700
Preferential Land:	0			0

Transfer Information

Seller: 3200 TIMBERFIELD LLC	**Date:** 12/14/2016	**Price:** $385,000
Type: ARMS LENGTH IMPROVED	**Deed1:** /38394/ 00295	**Deed2:**
Seller: 3200 TIMBERFIELD LLC	**Date:** 11/09/2016	**Price:** $0
Type: NON-ARMS LENGTH OTHER	**Deed1:** /38235/ 00153	**Deed2:**
Seller: MIRON CHARLES D	**Date:** 10/09/2013	**Price:** $710,944
Type: NON-ARMS LENGTH OTHER	**Deed1:** /34319/ 00388	**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: NONE

Homestead Application Information

Homestead Application Status: Approved 10/30/2017

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application **Date:**

RECEIVED
JUN 12 2019
OFFICE OF
ADMINISTRATIVE HEARINGS

IN RE: 3200 TIMBERFIELD LANE East of Lightfoot Drive at the end of Timberfield Lane	*	BEFORE THE
	*	OFFICE OF ADMINISTRATIVE
3rd ELECTION DISTRICT	*	HEARINGS FOR
2nd COUNCILMANIC DISTRICT Legal Owners: David & Esther Koshkarman	*	BALTIMORE COUNTY
	*	Case No. 2019-0264-SPH

* * * * * * * * * * * * *

PROPERTY OWNER'S MOTION TO DISMISS

Now comes 3200 Timberfield, LLC, the owner of 3200A Timberfield Lane and in response to the Petition for Special Hearing filed against it by this petitioner, moves this Honorable Court to dismiss this Petition filed against the property and in support thereof, states the following:

THE ALJ LACKS JURISDICTION OVER THIS DEVELOPMENT MATTER

1. The Special hearing Petition filed by the applicant requests this ALJ to interfere with, rule against or otherwise overturn a minor subdivision approval, which is a development matter that is not under the jurisdiction of the ALJ. The ALJ has not been given the authority under the Baltimore County Code or the Baltimore County Zoning Regulations to interfere with such approvals. It is strictly a development matter.

THE PETITIONER IS CONTRACTUALLY BARRED FROM FILING THIS SPECIAL HEARING REQUEST

2. The Petitioner in this case, in addition to executing a contract of sale to purchase the subject property, signed an "addendum to residential contract of sale", ("**Addendum**") dated the 9th day of November, 2016, a copy of which is attached hereto.

Paragraph 2 of said **Addendum**, discloses unto this Petitioner, the existence of the very driveway easement which the Petitioner is now protesting, as well as all of the following easements, all of which are attached to this **Addendum** and all of which are

recorded within the Land Records of Baltimore County. ***(See paragraph 2 of attached Addendum)***

ATTACHMENTS TO "ADDENDUM TO RESIDENTIAL CONTRACT OF SALE"

- Approved Minor Sub Plan No. 14-024M, PAI #03-0501, MIN-2016-00006-C
- Waterline and Driveway Easement, as shown on a site plan
- 10 Foot Drain and Utility Easement, as shown on a site plan
- Storm Water Management Easement, as shown on a site plan
- Forest Conservation Easement, as shown on a site plan

(Copies of all of these recorded easements are attached to this Motion)

3. In addition to disclosing all applicable easements, including the very driveway easement which is the subject of this Special Hearing Petition, the Petitioner herein was actually paid $1,500 in return for his agreement not to challenge or contest these easements or the minor subdivision of this property. (***See paragraph #3 of the attached Addendum entitled "Concession to Buyer"***)

It should be noted that the Petitioner was actually residing in this house at 3200 Timberfield Lane as a tenant, renting the premises during the time that the property was proceeding through the minor subdivision development process and then, after the minor subdivision was approved, purchased the property.

4. The Petitioner herein, as Buyer of the property, also acknowledged in the **Addendum** at paragraph 4, that "his escrow agent has worked with the engineers and Seller to accomplish the approved subdivision and is uniquely familiar with the property". (***See paragraph #4 of the attached Addendum***)

5. The Petitioner herein, as Buyer of the property, in paragraph 5 of the Addendum, agreed to Arbitration. The Addendum provides in paragraph 5, "that any dispute that may arise in connection with this Contract, this Addendum, the Property, Easements, and/or Approved Subdivision shall be submitted before the *Beis Din*[1].

The Petitioner herein agreed to a dispute resolution, which is the *Beis Din* and therefore is precluded from bringing this action before the ALJ.

[1] Beis Din, meaning "house of judgment" is a rabbinical Court of Judaism.

6. For the reasons as outlined within this Motion to Dismiss and for other good and sufficient cause, it is respectfully requested:

A. That the Petition for Special Hearing filed against the property located at 3200 Timberfield Lane be Dismissed with Prejudice.

Respectfully Submitted,

Timothy M. Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204
410-299-2943

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 12th day of June, 2019, a copy of the foregoing Motion to Dismiss was mailed to G. Macy Nelson, Esquire, 401 Washington Avenue, Suite 803, Towson, MD 21204, attorney for the Petitioner.

Timothy M. Kotroco, Esquire

LR -
Declaration/Covenant
Recording Fee 20.00
Declarant Name: 3200
timberfield
Reference Control #:
CR - Surcharge 40.00
SubTotal: 60.00
Total: 60.00
02/17/2016 11:27
CC03-CR
#5604154 CC0301 -
County/CC03.01.03 -
Register 03

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (this "Declaration") is made this 29 day of January, 2016, by **3200 TIMBERFIELD, LLC**, a Maryland limited liability company (the "Declarant").

BACKGROUND STATEMENTS

A. The Declarant is the owner of all that real property which is shown as Lot No. 5, Block D on a Plat entitled, "Section Two, Labyrinth", which Plat is recorded among the Land Records of Baltimore County, Maryland, in Plat Book WJR No. 27, folio 43 (the "Property").

B. The Declarant is seeking approval from Baltimore County, Maryland (the "County") to subdivide the Property into two lots (each a "Lot" and collectively, the "Lots"). The Lots are shown on a plan of subdivision entitled "PAI # 03-0501 - Minor Subdivision Number 14-024M – Minor Subdivision of Labyrinth – Section 2 – 3200 Timberfield Lane" (the "Plan"). A copy of the Plan is attached hereto as Exhibit A and made a part hereof.

C. To obtain the County's approval of the Plan, the Declarant must establish an easement for ingress, egress, access and maintenance over each Lot for the benefit of the other Lot.

D. The Declarant makes this Declaration for purposes of obtaining the County's approval of the Plan and for establishing easements for ingress, egress, access, maintenance and utilities for the benefit of each Lot.

DECLARATION

NOW, THEREFORE, FOR AND IN CONSIDERATION of the foregoing Background Statements, which are incorporated herein by this reference, the terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant states and declares as follows:

1. **Declaration**. The Declarant, on behalf of itself and its successors and assigns, hereby declares that the Property and the Lots which are shown and designated as "Lot 1" and "Lot 2" on the Plan shall be owned, acquired, held, sold, transferred, conveyed, mortgaged, exchanged, occupied and encumbered subject to this Declaration.

2. **Declaration of Easements**.

(a) Easement for the Benefit of Lot 1. The Declarant hereby declares and states that Lot 2 shall be subject to a perpetual, non-exclusive easement for ingress, egress, access, maintenance and utilities for the benefit of Lot 1. The foregoing easement shall be in, on, over, under, through and across that area of Lot 2 which is shown and designated as "Private Ingress, Egress, Maintenance and Utility Easement" on Exhibit B attached hereto and made a part hereof.

(b) Easement for the Benefit of Lot 2. The Declarant hereby declares and states that Lot 1 shall be subject to a perpetual, non-exclusive easement for ingress, egress, access, maintenance and utilities for the benefit of Lot 2. The foregoing easement shall be in, on, over, under, through and across that area of Lot 1 which is shown and designated as "Private Ingress, Egress, Maintenance and Utility Easement" on Exhibit C attached hereto and made a part hereof.

3. Cost and Maintenance of the Easement Area. The costs and expenses associated with (a) the construction, installation, maintenance, repair or replacement of any improvements, structures or facilities of any kind whatsoever ("Improvements") within the respective easement areas and (b) with the maintenance of the respective easement areas shall be the responsibility of the owner of the Lot that benefits from such easement and Improvements. Any such construction, installation, maintenance, repair or replacement shall be undertaken only in accordance with applicable laws, ordinances, rules and regulations of governmental authorities with jurisdiction over the Lots. Improvements shall be maintained in a neat and orderly condition by the owner of the Lot that benefits from the same and at such owner's expense.

4. Restoration and Indemnification. If either Lot owner, its agents, employees or contractors, damages the property of the other owner, the Lot owner who is responsible the damage shall promptly repair such damage to substantially the same condition that existed immediately prior to the damage being done.

5. Lien for Improvements. Any lien for the construction, installation, maintenance, repair or replacement of any Improvements shall be subordinate to the lien of any deed of trust or mortgage now or hereafter placed upon either Lot. A foreclosure sale or transfer in lieu thereof shall not relieve any Lot owner (a) from liability for any construction, installation maintenance, repair or replacement obligations thereafter becoming due; nor (b) from any lien arising or resulting from the Lot owner's failure to pay the costs of subsequent construction, installation maintenance, repair or replacement. Neither Lot owner shall permit the creation or existence of any mechanics', materialmen's or similar liens against the other Lot.

6. Service Providers. The parties hereto expressly intend and declare that public and private service and utility providers and their respective successors, assigns, transferees, subsidiaries and affiliates and their respective employees, contractors, subcontractors, agents and licensees shall have the right and privilege of using the easements and entering onto the easement areas and such other areas of the Lots as are reasonably necessary for the installation, operation, inspection, maintenance, repair, replacement and/or provision of services and utilities. Such providers include, but are not limited to the United States Postal Service, Baltimore County, Maryland, Baltimore Gas and Electric, Verizon, and Comcast.

7. Miscellaneous.

(a) Neither owner shall obstruct or hinder the other owner from exercising such owner's rights under this Declaration.

(b) Nothing contained herein is intended to be, or shall be construed as, creating a possibility of reverter.

(c) The easements, covenants and agreements contained herein are appurtenant to and shall run with and bind the Lots in perpetuity for the benefit of the Declarant, its successors and assigns.

(d) This Declaration may be altered, modified or amended only by a written agreement signed by the owners of the Lots and recorded among the Land Records of Baltimore County. Any such amendment shall be effective upon its recordation among the Land Records.

(e) No person who signs this Declaration shall have any individual liability for the performance or failure to perform any of the covenants, conditions, restrictions or agreements contained herein.

(f) Damages shall not be deemed adequate compensation for any actual or threatened breach or violation of any provision hereof, and the owners of the Lots shall be entitled to relief by way of injunction, specific performance, and/or any other relief available at law or in equity for any such breach or violation.

AS WITNESS, the hand and seal of the Declarant as of the day and year first above written.

WITNESS:

3200 TIMBERFIELD, LLC

By: _____ (SEAL)
Jonathan Ehrenfeld, Member

STATE OF MARYLAND, CITY/~~COUNTY~~ OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of January, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Jonathan Ehrenfeld, who acknowledged himself to be a Member of the Declarant named herein and that he, in such capacity, being authorized so to do, acknowledged the foregoing Declaration of Easements to be the act and deed of 3200 Timberfield, LLC, the Declarant named herein, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission expires: March 28, 2018

ROBERT D. PORTER
Notary Public
Baltimore County
Maryland
My Commission Expires Mar 28, 2018

ATTORNEY CERTIFICATION

This is to certify that the foregoing Declaration of Easements was prepared by the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Robert D. Porter

After recording, please return to:
Robert D. Porter, Esquire
Porter Law LLC
P.O. Box 367
Phoenix, Maryland 21131

JOINDER BY LENDER

See Indemnity Purchase Money Construction Deed of Trust (the "Deed of Trust"), dated September 24, 2013, from 3200 Timberfield, LLC (for the benefit of Revere Bank), and recorded among the Land Records of Baltimore County, Maryland in Liber 34319, folio 395. The undersigned Lender joins herein to assent to the terms and provisions of the foregoing instrument.

WITNESS/ATTEST:

Christa O'Donkor

LENDER:

REVERE BANK

By: _____ (Seal)
Name: Michael A. Schonfeld
Title: Senior Vice President

STATE OF MARYLAND, ~~CITY~~/COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY, that on this 1st day of February, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Michael A. Schonfeld, and that s/he as the Senior Vice President of Revere Bank, being authorized so to do, executed the foregoing Joinder by Lender for the purposes therein contained by signing the name of Revere Bank by himself/herself in such capacity, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

CHRISTA O'DONKOR NOTARY PUBLIC MONTGOMERY COUNTY MD My Commission Expires

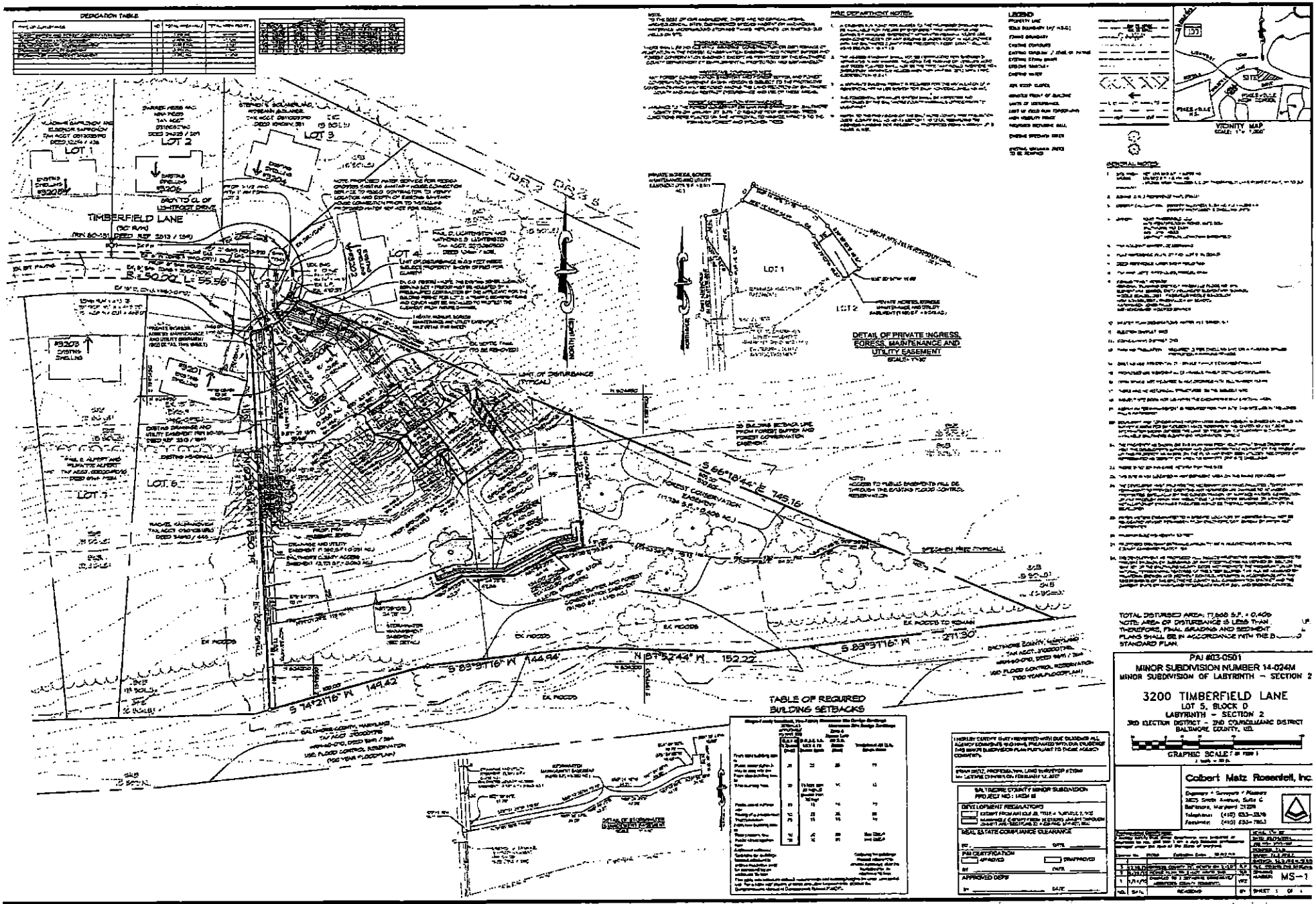
Christa O'Donkor
Notary Public

My Commission expires: March 18, 2018

ATTORNEY CERTIFICATION

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

Robert D. Porter



TOTAL DISTURBED AREA: 17,668 S.F. ± 0.40ac
NOTE: AREA OF DISTURBANCE IS LESS THAN 1 AC. THEREFORE, FINAL GRADING AND SEDIMENT PLANS SHALL BE IN ACCORDANCE WITH THE D... STANDARD PLAN.

PAI #03-0501
MINOR SUBDIVISION NUMBER 14-024M
MINOR SUBDIVISION OF LABYRINTH – SECTION 2

3200 TIMBERFIELD LANE
LOT 5, BLOCK D
LABYRINTH – SECTION 2
3RD ELECTION DISTRICT – 2ND COUNCILMANIC DISTRICT
BALTIMORE COUNTY, MD.

GRAPHIC SCALE: 1" = 30'

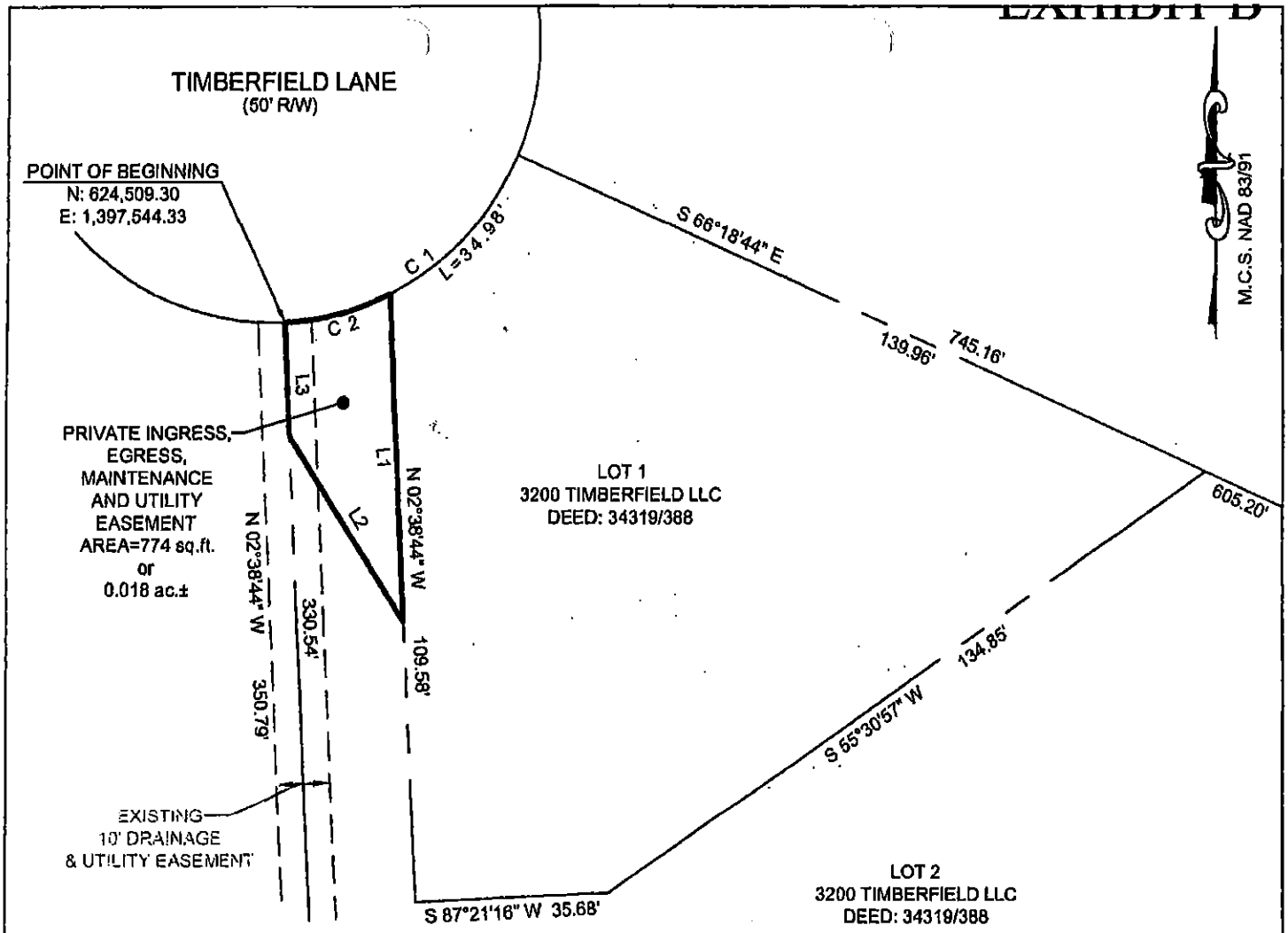
BALTIMORE COUNTY MINOR SUBDIVISION
PROJECT NO.: 14024 M
DEVELOPMENT REGULATIONS
EXEMPT FROM 4/1/92 B. TITLE 4 SUBTITLE 7, 7-12
REAL ESTATE COMPLIANCE CLEARANCE
BY: _____ DATE: _____
PAI CERTIFICATION
APPROVED / DISAPPROVED
BY: _____ DATE: _____
APPROVED DEPS
BY: _____ DATE: _____

Colbert Matz Rosenfelt, Inc.
Surveyors • Surveyors • Planners
3835 Smith Avenue, Suite G
Baltimore, Maryland 21208
Telephone: (410) 653-3516
Facsimile: (410) 653-7863

NO.	DATE	REVISIONS	BY
3	12.15.15	PER BALTIMORE COUNTY DPR COMMENTS DATED 11-24-15	KJT
2	8.20.15	PER BALTIMORE COUNTY DPR COMMENTS DATED 7-30-15	KJT
1	1.21.15	PER BALTIMORE COUNTY DPR COMMENTS DATED 12-29-14	KJT

SCALE: 1"=30'
DATE: 11-5-2014
DESIGNED: KJT
DRAWN: KJT
CHECKED: MS
APPROVED: MS-2015-0330
FILE NUMBER: MS-1
SHEET 1 OF 1

EXHIBIT B



Line Table		
Line #	Direction	Length
L1	S 2° 38' 44" E	58.59'
L2	N 32° 59' 31" W	39.59'
L3	N 2° 38' 44" W	20.25'

Curve Table						
Curve #	Radius	Length	Tangent	Delta	Chord Direction	Chord Length
C1	50.00'	55.56'	31.04'	63.66	N 55° 31' 07" E	52.74'
C2	49.74'	20.58'	10.44'	23.70	N 75° 33' 36" E	20.43'

THIS EASEMENT PLAT HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS AS ADOPTED BY THE STATE OF MARYLAND

BRIAN DIETZ
MD PROFESSIONAL LAND SURVEYOR NO. 21080
LICENSE EXPIRES: FEBRUARY 12, 2017

"PRIVATE INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT" FOR LOT 1

3200 TIMBERFIELD LLC
DEED: 34319/388

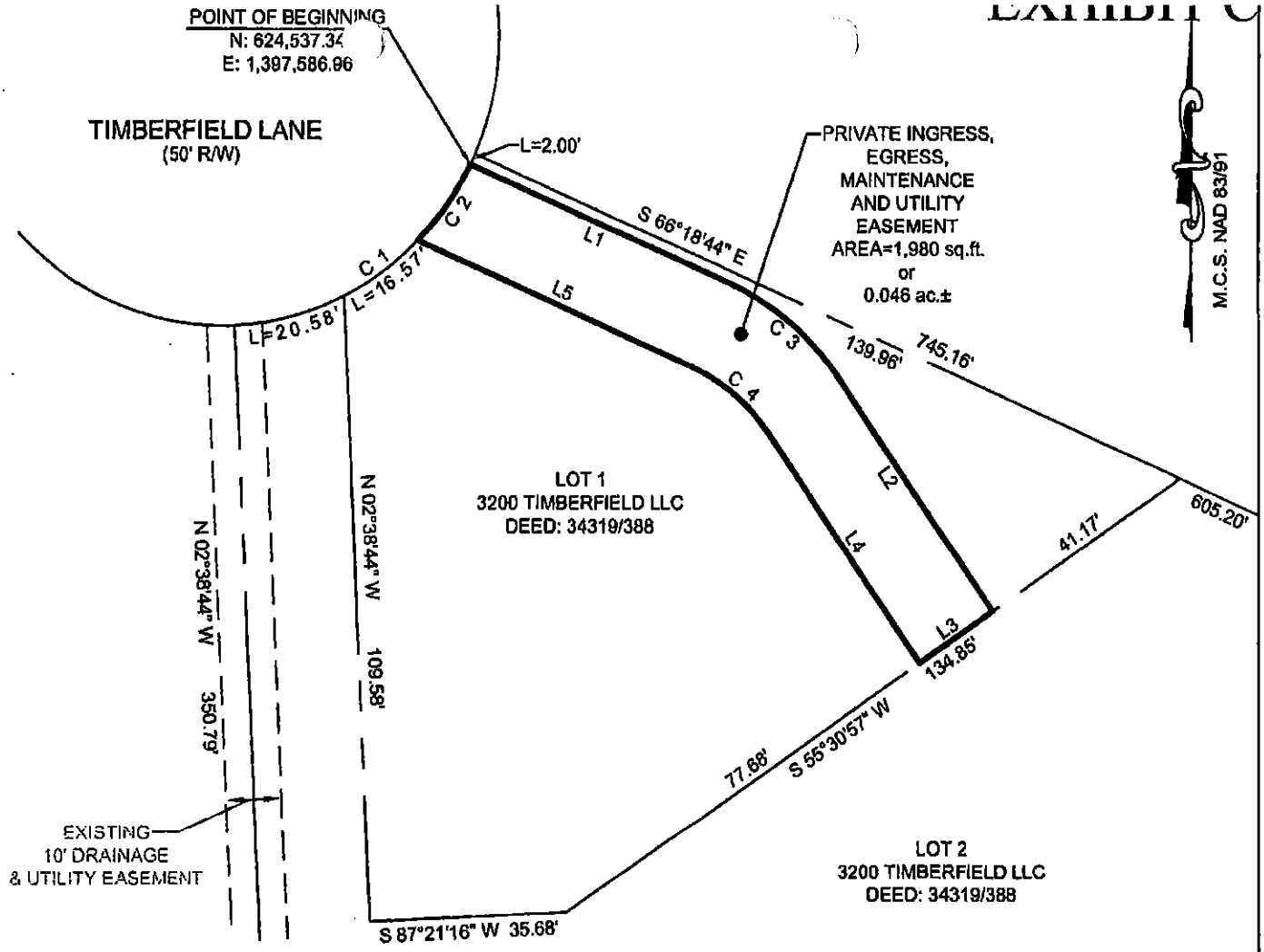
TAX MAP: 78 GRID: 05 PARCEL: 144
BALTIMORE COUNTY, MARYLAND

CMR DRAWING FILE No.:2013166 Private Ingress Egress Maintenance and Utility Easement for Lot 1

Colbert Matz Rosenfelt, Inc.
*Engineers * Surveyors * Planners*
2835 Smith Avenue, Suite G
Baltimore, Maryland 21209
Telephone: (410) 653-3838
Facsimile: (410) 653-7953

SCALE: 1"= 30' DECEMBER 18, 2015

EXHIBIT C



Line Table		
Line #	Direction	Length
L1	S 66° 18' 44" E	51.18'
L2	S 34° 29' 03" E	48.57'
L3	S 55° 30' 57" W	16.00'
L4	N 34° 29' 03" W	48.57'
L5	N 66° 18' 44" W	54.49'

Curve Table						
Curve #	Radius	Length	Tangent	Delta	Chord Direction	Chord Length
C1	50.00'	55.56'	31.04'	63.66	N 55° 31' 07" E	52.74'
C2	50.00'	16.41'	8.28'	18.81	N 35° 23' 03" E	16.34'
C3	49.00'	27.22'	13.97'	31.83	S 50° 23' 53" E	26.87'
C4	33.00'	18.33'	9.41'	31.83	N 50° 23' 53" W	18.10'

THIS EASEMENT PLAT HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS AS ADOPTED BY THE STATE OF MARYLAND

BRIAN DIETZ
MD PROFESSIONAL LAND SURVEYOR NO. 21080
LICENSE EXPIRES: FEBRUARY 12, 2017

"PRIVATE INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT" FOR LOT 2

3200 TIMBERFIELD LLC
DEED: 34319/388

TAX MAP: 78 GRID: 05 PARCEL: 144
BALTIMORE COUNTY, MARYLAND

CMR DRAWING FILE No.:2013166 Private Ingress Egress Maintenance and Utility Easement for Lot 2

Colbert Matz Rosenfelt, Inc.
Engineers • Surveyors • Planners
2835 Smith Avenue, Suite G
Baltimore, Maryland 21209
Telephone: (410) 653-3838
Facsimile: (410) 653-7953

SCALE: 1"= 30' DECEMBER 18, 2015

Check Box	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Leas[illegible] Sale [9]

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	ASEMENT FOR DRIVEWAYS PURSUANT TO A MINOR
State Transfer	SUBDIVISION PLAN FOR NO MONETARY CONSIDERATION
County Transfer	

Space Reserved for C

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$ 0.00
Any New Mortgage	$ 0.00
Balance of Existing Mortgage	$
Other:	$
Other:	$
Full Cash Value:	$

Finance Office Use Only Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X( )% =	$
Less Exemption Amount -	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X( ) per $500 =	$
TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$	$
Surcharge	$	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$

Agent:
Tax Bill:
C.B. Credit:
Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
03	EASEMENT **	34319/388	0078	0144	☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
LABRYNTH					

Location/Address of Property Being Conveyed (2)

** 03-08-068640

Other Property Identifiers (If applicable)	Water Meter Account No.

Residential ☐ or Non-Residential ☐ | Fee Simple ☐ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☐ No | Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
3200 TIMBERFIELD, LLC	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
3200 TIMBERFIELD, LLC	

New Owner's (Grantee) Mailing Address

NO CHANGE IN OWNERSHIP

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: ROBERT D. PORTER, ESQUIRE
Firm PORTER LAW LLC
Address: P.O. BOX 367
PHOENIX, MD 21131 Phone: (443) 465-9252

☑ Return to Contact Person
☐ Hold for Pickup
☐ Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

☐ Yes ☑ No Will the property being conveyed be the grantee's principal residence?
☐ Yes ☑ No Does transfer include personal property? If yes, identify:
☐ Yes ☑ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only – Do Not Write Below This Line

Terminal Verification	Agricultural Verification	Whole	Part	Tran. Process Verification
Transfer Number	Date Received:	Deed Reference:		Assigned Property No.:

alidation

LR - Government Instrument
Agency Name: BALTIMORE COUNTY MD
Instrument List:
Agreement / Easement
Describe Other:
Reference/Control #:

Total: 0
04/12/2016 03:44 CC03
#593@288 CC@3@1 - Baltimore County/CC03.01.05 - Register @5

RW2016-019-01
J.O. 5-1-7500
Item 1 (DUE)
Election District: 3, C 2

DEED OF EASEMENT AND AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT, made this 29th day of January, in the year 2016, by and between 3200 TIMBERFIELD, LLC, a Maryland limited liability company, Grantor; and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

WHEREAS, the Grantee desires to construct and maintain sewers, drains, water pipes, and other municipal utilities and services in, on, through, and across the land hereinafter described, and the Grantor is willing to grant such right.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00), the receipt and sufficiency of which are hereby acknowledged, the said Grantor hereby grants and conveys unto Baltimore County, Maryland, a body corporate and politic, its successors and assigns, an easement in, on, through, and across the land of the Grantor, situate in Baltimore County, State of Maryland to lay, construct, and maintain sewers, drains, water pipes, other municipal utilities and services, and for other governmental purposes, said sewers, drains, water pipes, other municipal utilities and services, and other governmental purposes to be in, on, through and across the easement area which is described as follows:

> BEING KNOWN AND DESIGNATED AS "Drainage and Utility Easement" containing 0.031 acre (1,360 sq. ft.), more or less, as shown and indicated on Baltimore County Baltimore County Real Estate Compliance Drawing No. RW 16-019-01, which is attached hereto and made a part hereof.
>
> Situate in the Third (3rd) Election District of Baltimore County, Maryland.

Being a portion of the property which by Deed dated September 24, 2013 and recorded among the Land Records of Baltimore County, Maryland in Liber 34319, folio 388 was granted and conveyed by Charles D. Miron, Trustee and Amy G. Miron, Trustee unto 3200 Timberfield, LLC, the Grantor herein.

AND the Grantor does hereby agree that Baltimore County, Maryland, its successors and/or assigns, shall have the right and privilege of entering upon the aforesaid lands, whenever it may be necessary to make openings and excavations, and to lay, construct and maintain said municipal utilities and appurtenances, provided, however, that the ground hereinabove described shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on, or over the said easement by the Grantor, the Grantor's successors and/or assigns, nor shall the existing grade be changed without prior approval of the Baltimore County Department of Public Works.

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

AS WITNESS the due execution hereof by the aforenamed Grantor.

WITNESS:

GRANTOR:

3200 TIMBERFIELD, LLC

By: _____ (Seal)
Jonathan Ehrenfeld, Member

STATE OF MARYLAND, CITY/~~COUNTY~~ OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of January, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Jonathan Ehrenfeld, who acknowledged himself to be a Member of 3200 Timberfield, LLC, and, being authorized so to do, he acknowledged the foregoing Deed of Easement and Agreement to be the act of 3200 Timberfield, LLC in such capacity, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

ROBERT D. PORTER
Notary Public
Baltimore County
Maryland
My Commission Expires Mar 28, 2018

My Commission expires: March 28, 2018

ATTORNEY CERTIFICATION

This is to certify that the within Deed of Easement and Agreement (the "Instrument") was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

This is to certify further that the Instrument was prepared by me or under my supervision and conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual, May, 2007 edition.

_____
Robert D. Porter

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

3/8/16

OFFICE OF THE COUNTY ATTORNEY

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

APPROVED AND ACCEPTED this 24th day of March, 2016.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____

Name: Fred ~~Homan~~

County Administrative Officer

All language on this page is required by Baltimore County for this document.

INDEXED

DATE: 4-6-2016

Rev. 5/07

JOINDER BY LENDER

See Indemnity Purchase Money Construction Deed of Trust (the "Deed of Trust"), dated September 24, 2013, from 3200 Timberfield, LLC (for the benefit of Revere Bank), and recorded among the Land Records of Baltimore County, Maryland in Liber 34319, folio 395. The undersigned Lender joins herein to assent to the terms and provisions of the foregoing instrument and assents to waive and subordinate the lien of said Deed of Trust to the legal operation and effect of the interest being acquired by Baltimore County under the foregoing instrument.

WITNESS/ATTEST:

LENDER:

REVERE BANK

By: _____ (Seal)
Name: Michael A. Schonfeld
Title: Senior Vice President

STATE OF MARYLAND, ~~CITY~~/COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY, that on this 1st day of February, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Michael A. Schonfeld and that s/he as the Senior Vice President of Revere Bank, being authorized so to do, executed the foregoing Joinder by Lender for the purposes therein contained by signing the name of Revere Bank by himself/herself in such capacity, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

CHRISTINA O. DONKOR NOTARY PUBLIC MONTGOMERY COUNTY, MD My Commission Expires

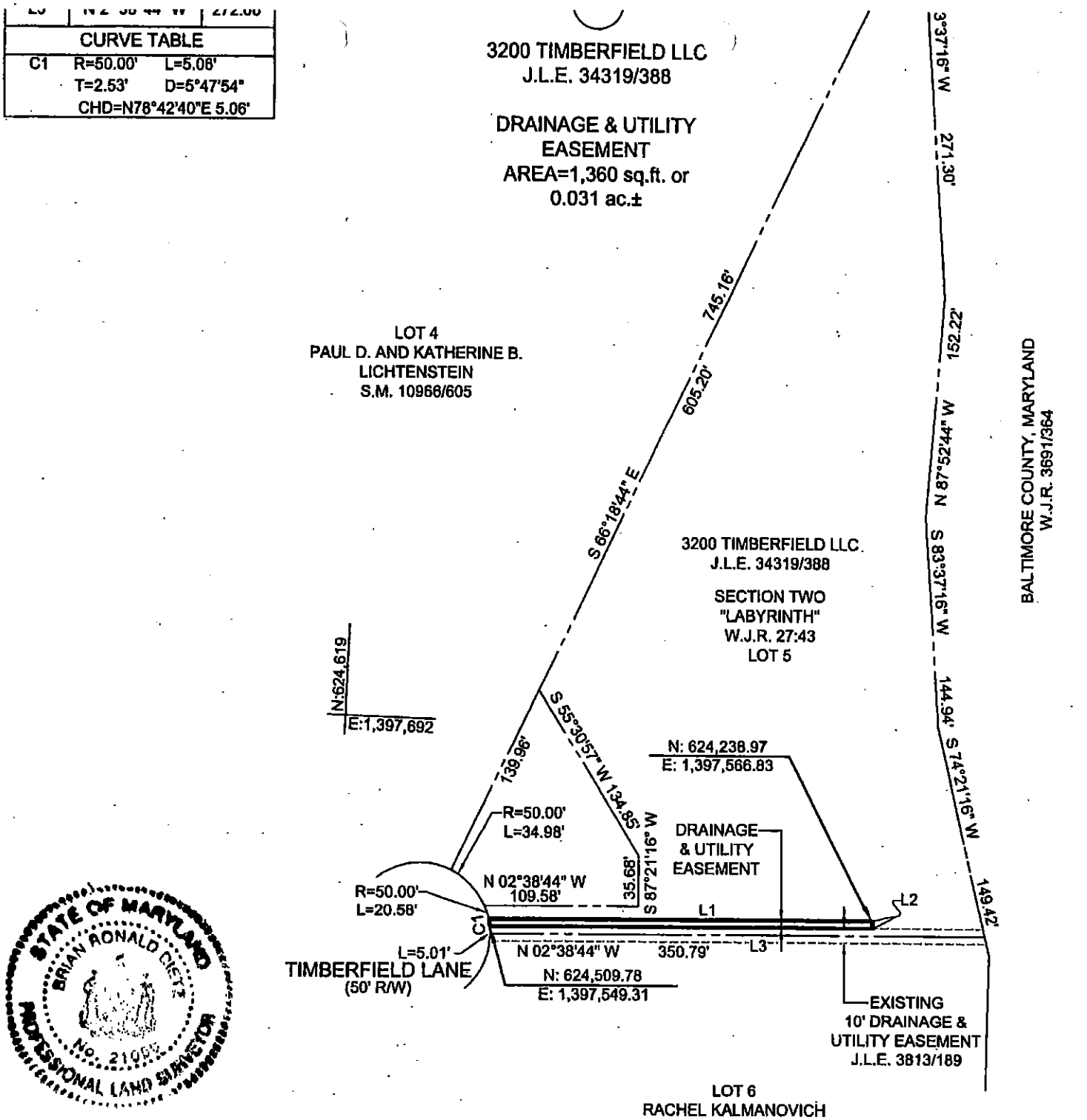
Notary Public

My Commission Expires: March 18, 2018

ATTORNEY CERTIFICATION

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

Robert D. Porter



STATE OF MARYLAND
BRIAN RONALD CIETZ
No. 21090
PROFESSIONAL LAND SURVEYOR

THIS PLAT PREPARED BY:

COLBERT MATZ ROSENFELT, INC.
ENGINEERS * SURVEYORS * PLANNERS
2835 SMITH AVENUE, SUITE G
BALTIMORE, MARYLAND 21209
PHONE: (410)653-3838

FILE: 2013188 Drainage and Utility Easement

TAX MAP: 078 GRID: 05 PARCEL: 144

BALTIMORE COUNTY		REAL ESTATE COMPLIANCE
DISTRICT NO. 3 C-2	POSITION SHEET NO. 0 31 NW 16	FEDERAL PROJECT NO. N/A
	CONSTRUCTION PLAN NO. N/A	MARYLAND PROJECT NO. N/A

APPROVED ..... DIRECTOR OF PUBLIC WORKS

AREA TO BE ACQUIRED
EXISTING COUNTY R/W
REVERTIBLE SLOPE
AREA TO BE RELEASED

..... SURVEYOR

ATTORNEY TITLE CERTIFICATION
(with use of an Attorney Deed Preparation Certification)

SUBDIVISION/PROJECT NAME: 3200 Timberfield Lane

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: September 24, 2014

FOR PROJECT KNOWN AS: 3200 Timberfield Lane

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

2. The undersigned maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under Policy No: 5 LA2PL 00005-15-00, issued by First Indemnity Insurance, insurer, with limits of liability of $1,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instrument Deed of Easement and Agreement (the "Instrument") was prepared by Robert D. Porter, Esquire who has certified that the Instrument conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual.

4. The undersigned has caused a diligent examination of the Land Records of Baltimore County, Maryland, to be made to ascertain the status of record title to the real property (the "Property") described in, and to be encumbered or conveyed by, the Instrument. Based solely upon examination of such records as on file through the date of this certification (the "Examination Date"), by the undersigned, the undersigned certifies, represents and opines to Baltimore County, Maryland, that:

a. Fee simple title of record is vested in 3200 Timberfield, LLC by virtue of a deed from Charles D. Miron as Trustee, and Amy G. Miron as Trustee, dated September 24, 2013 and recorded among the Land Records of Baltimore County, Maryland in Liber 34319 Folio 388.

b. The Instrument is in appropriate form for the conveyance of, or creation of encumbrance on, the Property.

c. Following the due execution and acknowledgment of the Instrument by the parties named therein, the signatory(ies) thereon having the authority to so bind the grantor entity(ies) referenced therein (if applicable), and its delivery to and acceptance by the County, and its recordation among the Land Records, the Instrument will be effective in accordance with its terms to create or convey the interest in the Property which the Instrument purports to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.

d. I have no personal knowledge of conflicting interests (including, but not limited to, rights or claims of parties in possession, adverse claims, and/or equitable interests not shown by the public records) that would interfere with or jeopardize Baltimore County's use of the herein granted easement or fee simple area for the purposes set forth in this Instrument.

5. This Certification is made and delivered subject to the express understandings and agreements:

a. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instrument from the parties named therein as granting or joining in the same.

b. This Certification of title is rendered to Baltimore County, Maryland, for its benefit, with the understanding that Baltimore County, Maryland, will rely upon the truth, accuracy and completeness of the certifications, representations and opinions herein set forth.

c. This Certification of title may be relied upon by Baltimore County, Maryland, authorities. It may not be relied upon by any other person or entity without the prior written consent of the undersigned.

d. The undersigned assumes no liability for any lien, encumbrance, and/or defect in title to or ownership of the Property, of whatever nature or character, arising subsequent to the Examination Date of which the undersigned had no personal knowledge. The undersigned assumes no responsibility for any lien, encumbrance, title defect or any other matter affecting title to the Property of which the undersigned had no personal knowledge and not appearing of record among the Land Records of Baltimore County, Maryland, as of the Examination Date.

Date: February 9, 2016

LAWRENCE S. LONDON, ESQ.

_____ (SEAL)

Address: 106 Old Court Road, Suite 104, Baltimore, MD 21208; 410-486-5456
e-mail: lawrenceslondon@aol.com

ATTORNEY DEED PREPARATION CERTIFICATION
(with use of an Attorney Title Certification)

SUBDIVISION/PROJECT NAME: 3200 TIMBERFIELD LANE

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: SEPTEMBER 24, 2014

FOR PROJECT KNOWN AS: 3200 TIMBERFIELD LANE

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

2. The undersigned, maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under policy no: 41024-1, issued by Minnesota Lawyers Mutual insurer, with limits of liability of $2,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instruments, Deed of Easement and Agreement, Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions, Forest Buffer and Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions and Deed of Declaration and Easement (the "Instruments"), were prepared by me or under my supervision, and conform in all material respects to the prescribed form for such Instruments as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual, May, 2007 edition.

4. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instruments from the parties named therein as granting or joining in the same.

5. Following the due execution and acknowledgment of the Instruments by the parties named therein, the signatories thereon having the authority to so bind the grantor entity referenced therein (if applicable), and their delivery to and acceptance by the County, and their recordation among the Land Records, the Instruments will be effective in accordance with their terms to create or convey the interest in the Property which the Instruments purport to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.

PORTER LAW LLC

By:

Robert D. Porter, Member

Date February 9, 2016

Address: P.O. Box 367
Phoenix, Maryland 21131
Phone No.: (443) 465-9252

Colbert Matz Rosenfelt, Inc.

Civil Engineers • Surveyors • Planners

ENGINEER CERTIFICATION

SUBDIVISION/PROJECT NAME: 3200 Timberfield Lane

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: September 24, 2014

FOR PROJECT KNOW AS: 3200 Timberfield Lane

I HEREBY declare, affirm, and certify under penalties of perjury that the following listed right-of-way plat(s) comply in all material respects with the above-referenced Minor Subdivision Plan, that the construction plans relative to said Minor Subdivision Plan agree with the said listed right-of-way plat(s), and that said right-of-way plat(s) were prepared in compliance with Baltimore County, Department of Permits and Development Management, Bureau of Land Acquisition, Drafting Section, Design Manual, dated September, 1996.

I FURTHER agree to indemnify, protect, and hold harmless Baltimore County, Maryland, its agents, employees, successors, and/or assigns form and against any and all costs, liability, penalties, fines, forfeitures, reasonable attorney's fees, judgments, and related litigation costs arising from any negligent errors and omissions contained in this certification, it being fully understood and acknowledged that Baltimore County intends to rely fully upon said certification. It is intended that Baltimore County, its successors and/or assigns, shall be a third party beneficiary of any agreement, whether oral or written, between my client 3200 Timberfield LLC _____ and myself for the preparation of this Certification.

2835 Smith Avenue, Suite G Baltimore, Maryland 21209

Record Plats	Right-of-Way Plats
Liber_____ folio_____	RW 16-019-01
Liber_____ folio_____	RW 16-019-02
Liber_____ folio_____	RW 16-019-03
Liber_____ folio_____	RW _____
Liber_____ folio_____	RW _____

_____ (SEAL)

Date: Feb 8, 2016

Name: Richard E. Matz

Firm: Colbert Matz Rosenfelt, Inc.

Address: 2835 Smith Ave., Suite G

Baltimore, MD 21209

Telephone No: 410-653-3838

Professional Liability Insurance:

Company: RLI Insurance Company

Policy No: RDP 0014268

Policy Limits: 1,000,000/1,000,000

Professional Certification: I hereby that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

License No: 13203

Expiration Date: November 2, 2016

STATE OF MARYLAND
RICHARD EARL MATZ
No. 13203
PROFESSIONAL ENGINEER

Feb 8, 2016.

Check Box	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Length Sale [9]

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	TO GOVERNMENT, SECTION 12-108(a)
State Transfer	TO GOVERNMENT, SECTION 13-207(a)(1)
County Transfer	TO GOVERNMENT, SECTION 11-3-202(a)(4)

Space Reserved for

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$ 0.00
Any New Mortgage	$ 0.00
Balance of Existing Mortgage	$
Other:	$
Other:	$
Full Cash Value:	$

Finance Office Use Only Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X ( )% =	$ EXEMPT
Less Exemption Amount –	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X ( ) per $500 =	$ EXEMPT
TOTAL DUE	$

5 Fees

Ease

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$	$
Surcharge	$	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$ 6

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
03	03-08-068640 Easement Agreement	34319/388	0078	0144	1 (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
LABRYNTH					

Location/Address of Property Being Conveyed (2)

Other Property Identifiers (if applicable): 3200 Timberfield Lane

Water Meter Account No.:

Residential ☐ or Non-Residential ☑ | Fee Simple ☐ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☑ No | Description/Amt. of SqFt/Acreage Transferred: DRAINAGE & UTILITY ESMT AREA CONTAINING 0.031 ACRE (1,360 SQ. FT.), MORE OR LESS ON RW DRAWING NO. RW16-019-01

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
3200 TIMBERFIELD, LLC	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
BALTIMORE COUNTY, MARYLAND	

New Owner's (Grantee) Mailing Address: OLD COURTHOUSE, TOWSON, MD 21204

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: REAL ESTATE COMPLIANCE

Firm: BALTIMORE COUNTY, MARYLAND

Address: COUNTY OFFICE BUILDING, 111 W. CHESAPEAKE AVE., ROOM 112

TOWSON, MD 21204 Phone: (410) 887-3284

☐ Return to Contact Person

☑ Hold for Pickup

☐ Return Address Provided

11 Assessment Information

IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

☐ Yes ☑ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☑ No Does transfer include personal property? If yes, identify:

☐ Yes ☑ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification	Agricultural Verification	Whole	Part	Tran. Process Verification
Transfer Number	Date Received:	Deed Reference:		Assigned Property No.:

Year	20	20	Geo	Map	Sub	Block

LR - Government @
Instrument @
Agency Name: BALTIMO
COUNTY MD
Instrument List:
Declaration
Describe Other:
Reference/Control #:

Total: @
04/12/2016 03:40 CC03
#59301161 CC0301 -
Baltimore
County/CC03_01_0C -
Register 05

RW2016-019-03
J.O. 5-1-7500
Item 1 (FCE)
Election District 3, C 2

FOREST CONSERVATION DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 29th day of January, 2016, by 3200 TIMBERFIELD, LLC, a Maryland limited liability company (the "Declarant"); and BALTIMORE COUNTY, MARYLAND, A BODY CORPORATE AND POLITIC (the "County").

WHEREAS, the Declarant is the owner in fee simple of all that property, situate and lying in the Third (3rd) Election District of Baltimore County, Maryland, and more particularly described in a Deed dated September 24, 2013, and recorded in the Land Records of Baltimore County in Liber 34319, folio 388, from Charles D. Miron, Trustee and Amy G. Miron, Trustee, to the Declarant herein (the "Property"); and

WHEREAS, Code of Maryland Regulations, as amended (hereafter referred to as "COMAR") Section 08.19.05.02 requires the establishment of long-term protective measures for all land retained as forest, afforested, or reforested areas defined in Md. Code Ann. Nat. Res.§ 5-1601.

WHEREAS, the Baltimore County Environmental Protection and Sustainability ("EPS") has primary responsibility for developing and implementing a local forest conservation program within Baltimore County pursuant to Md. Code Ann. Nat. Res.§ 5-1603; and

WHEREAS, in order to protect the environmental quality of the area of the Property, said area containing 0.407 acre (17,737 sq. ft.), more or less, as designated and shown as "Forest Conservation Easement" (the "Forest Conservation Easement") on Baltimore County Real Estate Compliance Drawing No. RW 16-019-03, which is attached hereto and made a part hereof, the Declarant desires to protect said Forest Conservation Easement by imposing covenants, conditions and restrictions which will bind the lots and the present and future owners thereof. The County shall have the legal right to enforce the covenants, conditions and restrictions as set forth herein together with the enforcement rights referenced in Section 4.

NOW, THEREFORE, in consideration of the benefits derived by the Declarant and its successors in interest, the said Declarant, for itself, its successors and/or assigns, does hereby agree as follows:

1. Except as provided for in an approved Forest Conservation Plan pursuant to § 33-6-110 of the Baltimore County Code, as amended (hereafter referred to as "the Code"):

a. Existing vegetation within the Forest Conservation Easement shall not be disturbed. This includes, but is not limited to, disturbance by tree removal, shrub removal, clearing, mowing, burning, spraying, and grazing;

b. Soil disturbance shall not take place within the Forest Conservation Easement by grading, stripping of topsoil, plowing, cultivating, or other practices;

c. Filling or dumping shall not occur within the Forest Conservation Easement;

d. Animals shall not be housed, grazed, or otherwise maintained within the Forest Conservation Easement;

e. Pesticides shall not be stored, used, or applied within the Forest Conservation Easement, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;

f. Motorized vehicles shall not be stored or operated within the Forest Conservation Easement, except for planting, maintenance, and emergency use approved by EPS;

g. Materials shall not be stored within the Forest Conservation Easement;

h. Logging and timber harvesting operations shall not occur within the Forest Conservation Easement except in accordance with a Forest Management Plat that has been approved by EPS as part of the Forest Conservation Plan.

2. Waiver by EPS. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by EPS as provided in Code § 33-6-116.

3. Easements for Access. The Declarant hereby grants to Baltimore County, Maryland, easements of access to the Forest Conservation Easement on, over, and across Timberfield Lane and as shown and indicated as "Baltimore County Access Easement" on Baltimore County Real Estate Compliance Drawing No. 16-019-03, which is attached hereto and made a part hereof, for the limited purposes of inspecting and maintaining the Forest Conservation Easement and to ensure compliance with the Forest Conservation Plan and Title 6 of Article 33 of the Code, and for no other use or purpose.

4. Miscellaneous.

a. Enforcement shall be pursuant to the Enforcement Procedures of §§ 33-6-118 et seq. of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

b. Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or subsequent thereto.

c. These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarant, its successors and/or assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESS:

DECLARANT:

3200 TIMBERFIELD, LLC

By: _____ (SEAL)
Jonathan Ehrenfeld, Member

STATE OF MARYLAND, CITY/~~COUNTY~~ OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of January, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Jonathan Ehrenfeld, who acknowledged himself to be a Member of the Declarant named herein and that he, in such capacity, being authorized so to do, acknowledged the foregoing Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions to be the act and deed of 3200 Timberfield, LLC, the Declarant named herein, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

ROBERT D. PORTER
Notary Public
Baltimore County
Maryland
My Commission Expires Mar 28, 2018

My Commission expires: March 28, 2018

ATTORNEY CERTIFICATION

This is to certify that the within Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions (the "Instrument") was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

This is to certify further that the Instrument was prepared by me or under my supervision and conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual, May, 2007 edition.

Robert D. Porter

APPROVED:

Deputy
Environmental Protection and Sustainability

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

3/8/16
OFFICE OF THE COUNTY ATTORNEY
*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED AND ACCEPTED this 24th
Day of March, 2016.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY:
Name: Fred Homan
County Administrative Officer

INDEXED
DATE: 4-6-2016

JOINDER BY LENDER

See Indemnity Purchase Money Construction Deed of Trust (the "Deed of Trust"), dated September 24, 2013, from 3200 Timberfield, LLC (for the benefit of Revere Bank), and recorded among the Land Records of Baltimore County, Maryland in Liber 34319, folio 395. The undersigned Lender joins herein to assent to the terms and provisions of the foregoing instrument and assents to waive and subordinate the lien of said Deed of Trust to the legal operation and effect of the interest being acquired by Baltimore County under the foregoing instrument.

WITNESS/ATTEST:

Christina O Porter

LENDER:

REVERE BANK

By: _____ (Seal)
Name: Michael A. Schonfeld
Title: Senior Vice President

STATE OF MARYLAND, ~~CITY~~/COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY, that on this 1st day of February, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Michael A. Schonfeld, and that s/he as the Senior Vice President of Revere Bank, being authorized so to do, executed the foregoing Joinder by Lender for the purposes therein contained by signing the name of Revere Bank by himself/herself in such capacity, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

CHRISTINA O. DUNKOR Commission Expires NOTARY PUBLIC MONTGOMERY COUNTY, MD

Christina O Porter
Notary Public

My Commission expires: March 18, 2018

ATTORNEY CERTIFICATION

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

Robert D. Porter

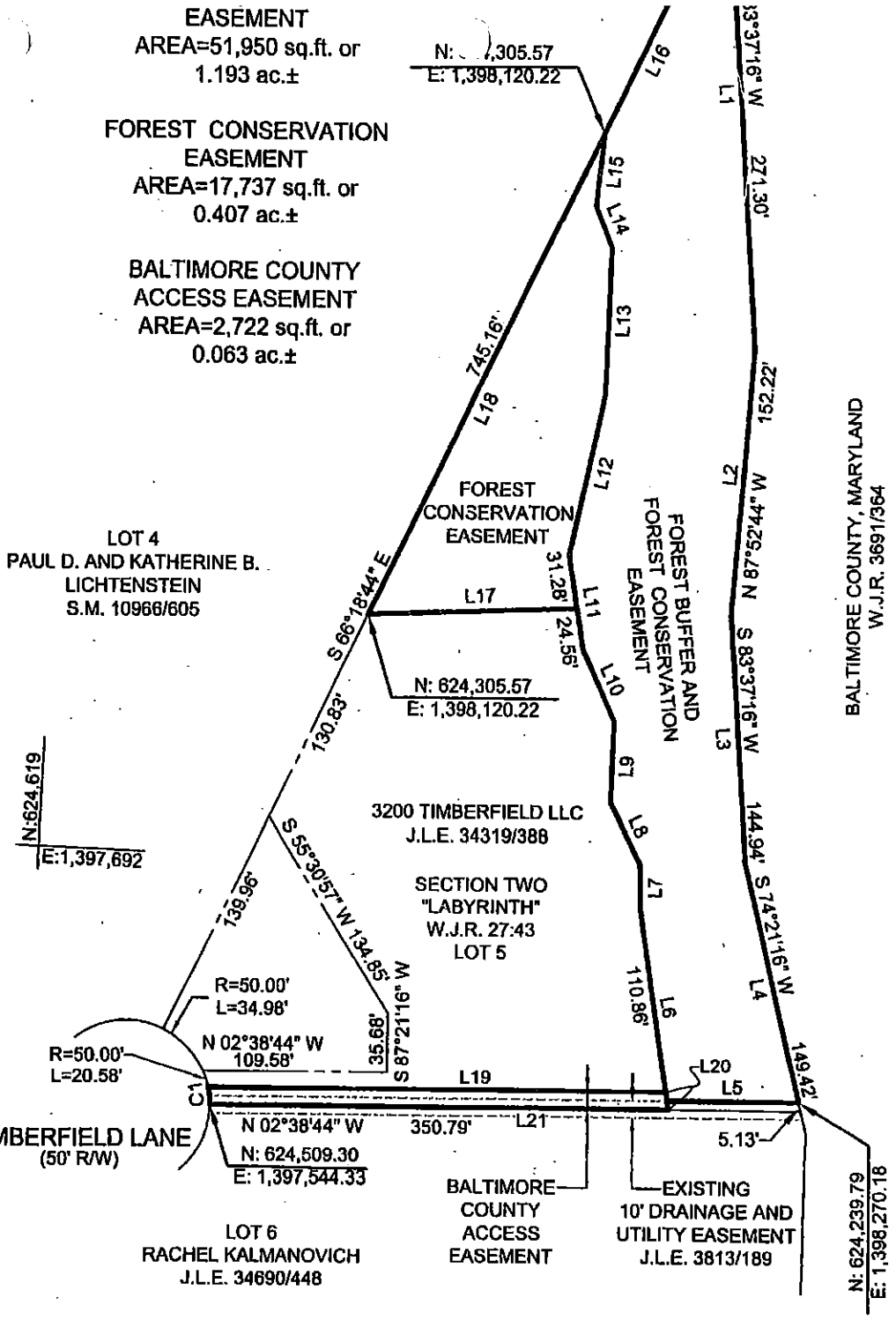
L3	S 83° 37' 16" W	144.94'
L4	S 74° 21' 16" W	144.29'
L5	N 2° 38' 44" W	77.83'
L6	N 79° 01' 29" E	115.91'
L7	N 87° 25' 12" E	24.76'
L8	N 60° 49' 20" E	40.31'
L9	N 89° 24' 35" E	47.36'
L10	N 61° 54' 35" E	44.19'
L11	N 78° 24' 55" E	55.84'
L12	S 79° 58' 36" E	95.13'
L13	N 89° 39' 22" E	84.31'
L14	N 64° 51' 45" E	25.69'
L15	S 86° 25' 59" E	42.40'
L16	S 66° 18' 44" E	163.75'
L17	N 4° 44' 36" W	123.72'
L18	S 66° 18' 44" E	310.62'
L19	S 2° 38' 44" E	272.08'
L20	S 79° 01' 29" W	10.11'
L21	N 2° 38' 44" W	272.54'

CURVE TABLE		
C1	R=50.00'	L=10.07'
	T=5.05'	D=11°32'22"
	CHD=N81°36'47"E 10.05'	

EASEMENT
AREA=51,950 sq.ft. or
1.193 ac.±

FOREST CONSERVATION
EASEMENT
AREA=17,737 sq.ft. or
0.407 ac.±

BALTIMORE COUNTY
ACCESS EASEMENT
AREA=2,722 sq.ft. or
0.063 ac.±



STATE OF MARYLAND
BRIAN DONALD DIETZ
No. 21080
PROFESSIONAL LAND SURVEYOR

THIS PLAT PREPARED BY:

COLBERT MATZ ROSENFELT, INC.
ENGINEERS • SURVEYORS • PLANNERS
2835 SMITH AVENUE, SUITE G
BALTIMORE, MARYLAND 21209
PHONE: (410)653-3838
FILE: 2013186 Forest Buffer and Forest Conservation Easement

TAX MAP: 078 GRID: 05 PARCEL: 144

1. THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION IN THE FOREST CONSERVATION EASEMENT AND FOREST BUFFER AND FOREST CONSERVATION EASEMENT EXCEPT AS PERMITTED BY THE BALTIMORE COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY.

2. ANY FOREST CONSERVATION EASEMENT AND FOREST BUFFER AND FOREST CONSERVATION EASEMENT SHOWN HEREON IS SUBJECT TO PROTECTIVE COVENANTS WHICH MAY BE FOUND IN THE LAND RECORDS OF BALTIMORE COUNTY AND WHICH RESTRICT DISTURBANCE AND USE OF THESE AREAS.

BALTIMORE COUNTY		REAL ESTATE COMPLIANCE
DISTRICT NO. 3 C-2	POSITION SHEET NO. 0 31 NW 16	FEDERAL PROJECT NO. N/A
	CONSTRUCTION PLAN NO. N/A	MARYLAND PROJECT NO. N/A

APPROVED ..... DIRECTOR OF PUBLIC WORKS

AREA TO BE ACQUIRED | EXISTING COUNTY R/W | REVERTIBLE SLOPE | AREA TO BE RELEASED

Brian Dietz

ATTORNEY TITLE CERTIFICATION
(with use of an Attorney Deed Preparation Certification)

SUBDIVISION/PROJECT NAME: 3200 Timberfield Lane

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: September 24, 2014

FOR PROJECT KNOWN AS: 3200 Timberfield Lane

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

2. The undersigned maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under Policy No: 5 LA2PL 00005-15-00, issued by First Indemnity Insurance, insurer, with limits of liability of $1,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instrument Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions (the "Instrument") was prepared by Robert D. Porter, Esquire who has certified that the Instrument conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual.

4. The undersigned has caused a diligent examination of the Land Records of Baltimore County, Maryland, to be made to ascertain the status of record title to the real property (the "Property") described in, and to be encumbered or conveyed by, the Instrument. Based solely upon examination of such records as on file through the date of this certification (the "Examination Date"), by the undersigned, the undersigned certifies, represents and opines to Baltimore County, Maryland, that:

a. Fee simple title of record is vested in 3200 Timberfield, LLC by virtue of a deed from Charles D. Miron as Trustee, and Amy G. Miron as Trustee, dated September 24, 2013 and recorded among the Land Records of Baltimore County, Maryland in Liber 34319 Folio 388.

b. The Instrument is in appropriate form for the conveyance of, or creation of encumbrance on, the Property.

c. Following the due execution and acknowledgment of the Instrument by the parties named therein, the signatory(ies) thereon having the authority to so bind the grantor entity(ies) referenced therein (if applicable), and its delivery to and acceptance by the County, and its recordation among the Land Records, the Instrument will be effective in accordance with its terms to create or convey the interest in the Property which the Instrument purports to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.

d. I have no personal knowledge of conflicting interests (including, but not limited to, rights or claims of parties in possession, adverse claims, and/or equitable interests not shown by the public records) that would interfere with or jeopardize Baltimore County's use of the herein granted easement or fee simple area for the purposes set forth in this Instrument.

5. This Certification is made and delivered subject to the express understandings and agreements:

a. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instrument from the parties named therein as granting or joining in the same.

b. This Certification of title is rendered to Baltimore County, Maryland, for its benefit, with the understanding that Baltimore County, Maryland, will rely upon the truth, accuracy and completeness of the certifications, representations and opinions herein set forth.

c. This Certification of title may be relied upon by Baltimore County, Maryland, authorities. It may not be relied upon by any other person or entity without the prior written consent of the undersigned.

d. The undersigned assumes no liability for any lien, encumbrance, and/or defect in title to or ownership of the Property, of whatever nature or character, arising subsequent to the Examination Date of which the undersigned had no personal knowledge. The undersigned assumes no responsibility for any lien, encumbrance, title defect or any other matter affecting title to the Property of which the undersigned had no personal knowledge and not appearing of record among the Land Records of Baltimore County, Maryland, as of the Examination Date.

Date: February 9, 2016

LAWRENCE S. LONDON, ESQ.

_____(SEAL)

Address: 106 Old Court Road, Suite 104, Baltimore, MD 21208; 410-486-5456
e-mail: lawrenceslondon@aol.com

ATTORNEY DEED PREPARATION CERTIFICATION
(with use of an Attorney Title Certification)

SUBDIVISION/PROJECT NAME:	3200 TIMBERFIELD LANE
PUBLIC WORKS AGREEMENT NO:	N/A
MINOR SUBDIVISION NO.:	14-042 M
MINOR SUBDIVISION DATED:	SEPTEMBER 24, 2014
FOR PROJECT KNOWN AS:	3200 TIMBERFIELD LANE

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

2. The undersigned, maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under policy no: 41024-1, issued by Minnesota Lawyers Mutual insurer, with limits of liability of $2,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instruments, Deed of Easement and Agreement, Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions, Forest Buffer and Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions and Deed of Declaration and Easement (the "Instruments"), were prepared by me or under my supervision, and conform in all material respects to the prescribed form for such Instruments as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual, May, 2007 edition.

4. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instruments from the parties named therein as granting or joining in the same.

5. Following the due execution and acknowledgment of the Instruments by the parties named therein, the signatories thereon having the authority to so bind the grantor entity referenced therein (if applicable), and their delivery to and acceptance by the County, and their recordation among the Land Records, the Instruments will be effective in accordance with their terms to create or convey the interest in the Property which the Instruments purport to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.

PORTER LAW LLC

By:

Robert D. Porter, Member

Date February 9, 2016

Address: P.O. Box 367
Phoenix, Maryland 21131
Phone No.: (443) 465-9252

Colbert Matz Rosenfelt, Inc.

Civil Engineers • Surveyors • Planners

ENGINEER CERTIFICATION

SUBDIVISION/PROJECT NAME: 3200 Timberfield Lane

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: September 24, 2014

FOR PROJECT KNOW AS: 3200 Timberfield Lane

I HEREBY declare, affirm, and certify under penalties of perjury that the following listed right-of-way plat(s) comply in all material respects with the above-referenced Minor Subdivision Plan, that the construction plans relative to said Minor Subdivision Plan agree with the said listed right-of-way plat(s), and that said right-of-way plat(s) were prepared in compliance with Baltimore County, Department of Permits and Development Management, Bureau of Land Acquisition, Drafting Section, Design Manual, dated September, 1996.

I FURTHER agree to indemnify, protect, and hold harmless Baltimore County, Maryland, its agents, employees, successors, and/or assigns form and against any and all costs, liability, penalties, fines, forfeitures, reasonable attorney's fees, judgments, and related litigation costs arising from any negligent errors and omissions contained in this certification, it being fully understood and acknowledged that Baltimore County intends to rely fully upon said certification. It is intended that Baltimore County, its successors and/or assigns, shall be a third party beneficiary of any agreement, whether oral or written, between my client 3200 Timberfield LLC _____ and myself for the preparation of this Certification.

2835 Smith Avenue, Suite G Baltimore, Maryland 21209

Record Plats	Right-of-Way Plats
Liber_____ folio_____	RW 16-019-01
Liber_____ folio_____	RW 16-019-02
Liber_____ folio_____	RW 16-019-03
Liber_____ folio_____	RW _____
Liber_____ folio_____	RW _____

_____ (SEAL)

Date: Feb 8, 2016

Name: Richard E. Matz

Firm: Colbert Matz Rosenfelt, Inc.

Address: 2835 Smith Ave., Suite G

Baltimore, MD 21209

Telephone No: 410-653-3838

Professional Liability Insurance:

Company: RLI Insurance Company

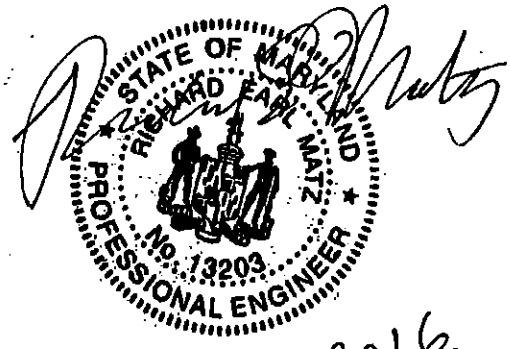
Policy No: RDP 0014268

Policy Limits: 1,000,000/1,000,000

Professional Certification: I hereby that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

License No: 13203

Expiration Date: November 2, 2016



Feb 8, 2016.

Check Box	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Length Sale [9]

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	O GOVERNMENT, SECTION 12-108(a)
State Transfer	TO GOVERNMENT, SECTION 13-207(a)(1)
County Transfer	TO GOVERNMENT, SECTION 11-3-202(a)(4)

Space Reserved for

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$ 0.00
Any New Mortgage	$ 0.00
Balance of Existing Mortgage	$
Other:	$
Other:	$
Full Cash Value:	$

Finance Office Use Only Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X ( )% =	$ EXEMPT
Less Exemption Amount –	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X ( ) per $500 =	$ EXEMPT
TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$	$
Surcharge	$	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

Dec 1.

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
03	03-08-068640 Exception	34319/388	0078	0144	(5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
LABRYNTH					

Location/Address of Property Being Conveyed (2)

Other Property Identifiers (if applicable) | Water Meter Account No.

3200 Timberfield Lane

Residential ☐ or Non-Residential ☑ | Fee Simple ☐ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☑ No | Description/Amt. of SqFt/Acreage Transferred: FOREST CON ESMT AREA CONTAINING 0.407 ACRE (17,737 SQ. FT.), MORE OR LESS ON RW DRAWING NO. RW 16-019-03

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
3200 TIMBERFIELD, LLC	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
BALTIMORE COUNTY, MARYLAND	

New Owner's (Grantee) Mailing Address

OLD COURTHOUSE, TOWSON, MD 21204

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: REAL ESTATE COMPLIANCE

Firm: BALTIMORE COUNTY, MARYLAND

Address: COUNTY OFFICE BUILDING, 111 W. CHESAPEAKE AVE., ROOM 112

TOWSON, MD 21204 Phone: (410) 887-3284

☐ Return to Contact Person

☑ Hold for Pickup

☐ Return Address Provided

11 Assessment Information

IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

☐ Yes ☑ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☑ No Does transfer include personal property? If yes, identify:

☐ Yes ☑ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification	Agricultural Verification	Whole	Part	Tran. Process Verification
Transfer Number	Date Received:	Deed Reference:		Assigned Property No.:

Year	20	20	Geo	Map	Sub	Block

LR - Government 0
Instrument
Agency Name: BALTIMO
COUNTY MD
Instrument List:
Declaration
Describe Other:
Reference/Control #

Total: 0
04/12/2016 03:45
CC03
#593033 CC03301 -
Baltimore
County/CC03.01.05 -
Register 05

RW 16-019-02
J.O. 5-1-7500
Item 1 (S) 1 (SWM)
Election District 3, C 2

DEED OF DECLARATION AND EASEMENT

THIS DEED OF DECLARATION AND EASEMENT, made this 29th day of January, in the year 2016, by 3200 TIMBERFIELD, LLC, a Maryland limited liability company, Grantor, and BALTIMORE COUNTY, MARYLAND, A BODY CORPORATE AND POLITIC, Grantee.

WHEREAS, 3200 Timberfield, LLC, the Grantor, is the fee simple owner of all that property situate, lying, and being in the Third (3rd) Election District of Baltimore County, State of Maryland, and more particularly described in a Deed dated September 24, 2013, from Charles D. Miron, Trustee and Amy G. Miron, Trustee, which Deed is recorded among the Land Records of Baltimore County Liber 34319, folio 388 (the "Property"); and

WHEREAS, the Grantor desires to reserve easements on the Property for the installation and maintenance of utilities and drainage facilities as hereinafter set forth; and

WHEREAS, the Grantor desires to grant unto Baltimore County, Maryland, an easement in, on, and over the Property for storm drain and other governmental purposes as hereinafter set forth.

NOW, THEREFORE, THIS DECLARATION WITNESSETH, that the said Grantor, for itself, its successors and/or assigns, declares and covenants that all that lot of ground being known and designated as "Stormwater Management Easement", containing 0.092 acre (4,000 sq. ft.), more or less, on Baltimore County Real Estate Compliance Drawing No. RW 16-019-02, which is attached hereto and made a part hereof (the "Easement Area") shall be subject to the following reserved easements and covenants:

RESERVED EASEMENTS AND COVENANTS

Easement for the installation and maintenance of utilities and drainage facilities in the Easement Area is hereby reserved by the Grantor for the installation and maintenance of utilities, storm water sewers, surface drains, and storm water management devices. No structure, planting, or other material shall be placed or permitted to remain within the Easement Area

except as shown on the storm water management plans or within any utility or similar easements which may be located on the Property which may damage or interfere with the installation of, access to, and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels or the storm water management devices in the Easement Area. The Easement Area and all improvements in it shall be maintained continuously by the Grantor, and at the Grantor's expense, including, without limitation, any maintenance and repairs required by Baltimore County to maintain the proper functioning of any storm water management devices located within the Easement Area, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance of the Property, or of any interest therein, shall be deemed to be, or construed as, a conveyance of this easement, or any of them, even though the conveyance purports to convey the Grantor's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Grantor to thereby convey this easement.

FURTHER, WITNESSETH, that in consideration of the sum of One Dollar ($1.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does grant unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, easements on, over and across Timberfield Lane and as shown and indicated as "Baltimore County Access Easement" on Baltimore County Real Estate Compliance Drawing No. 16-019-02, which is attached hereto and made a part hereof, to enter upon the Property for the purpose of inspecting, constructing, maintaining, and repairing storm water management facilities thereon, as Baltimore County, Maryland, in its sole discretion deems necessary; and said Grantor agrees that any and all costs incurred by Baltimore County, Maryland, thereby shall be assessable as a lien against the Property, and that no buildings or similar structures of any kind shall be erected, in or over the Easement Area which may interfere with the access to, maintenance and repair of said storm water management facilities.

The covenants and easements contained in this Deed of Declaration and Easement shall run with the land and be binding upon the Grantor, its successors and/or assigns.

WITNESS, the hand and seal of the Grantor, this day and year first above written.

WITNESS:

GRANTOR:

3200 TIMBERFIELD, LLC

By: _____ (SEAL)
Jonathan Ehrenfeld, Member

STATE OF MARYLAND, CITY/~~COUNTY OF~~ BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of January, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Jonathan Ehrenfeld, who acknowledged himself to be a Member of the Grantor named herein and that he, in such capacity, being authorized so to do, acknowledged the foregoing Deed of Declaration and Easement to be the act and deed of 3200 Timberfield, LLC, the Grantor named herein, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission expires: March 28, 2018

ROBERT D. PORTER
Notary Public
Baltimore County
Maryland
My Commission Expires Mar 28, 2018

ATTORNEY CERTIFICATION

This is to certify that the within Deed of Declaration and Easement (the "Instrument") was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

This is to certify further that the Instrument was prepared by me or under my supervision and conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual, May, 2007 edition, as amended.

_____
Robert D. Porter

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

3/8/16

OFFICE OF THE COUNTY ATTORNEY

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

APPROVED AND ACCEPTED this 24th day of March, 2016.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____

Name: Fred Homan
County Administrative Officer

All language on this page is required by Baltimore County for this document.

INDEXED
DATE: 4-6-2016

Rev. 5/07

JOINDER BY LENDER

See Indemnity Purchase Money Construction Deed of Trust (the "Deed of Trust"), dated September 24, 2013, from 3200 Timberfield, LLC (for the benefit of Revere Bank), and recorded among the Land Records of Baltimore County, Maryland in Liber 34319, folio 395. The undersigned Lender joins herein to assent to the terms and provisions of the foregoing instrument and assents to waive and subordinate the lien of said Deed of Trust to the legal operation and effect of the interest being acquired by Baltimore County under the foregoing instrument.

WITNESS/ATTEST:

LENDER:

REVERE BANK

By: _____ (Seal)
Name: Michael A. Schonfeld
Title: Senior Vice President

STATE OF Maryland, ~~CITY~~/COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY, that on this 1st day of February, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Michael A. Schonfeld, and that s/he as the Senior Vice President of Revere Bank, being authorized so to do, executed the foregoing Joinder by Lender for the purposes therein contained by signing the name of Revere Bank by himself/herself in such capacity, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

CHRISTINA O. DONKOR Commission Expires NOTARY PUBLIC MONTGOMERY COUNTY, MD

_____
Notary Public

My Commission expires: March 18, 2018

ATTORNEY CERTIFICATION

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

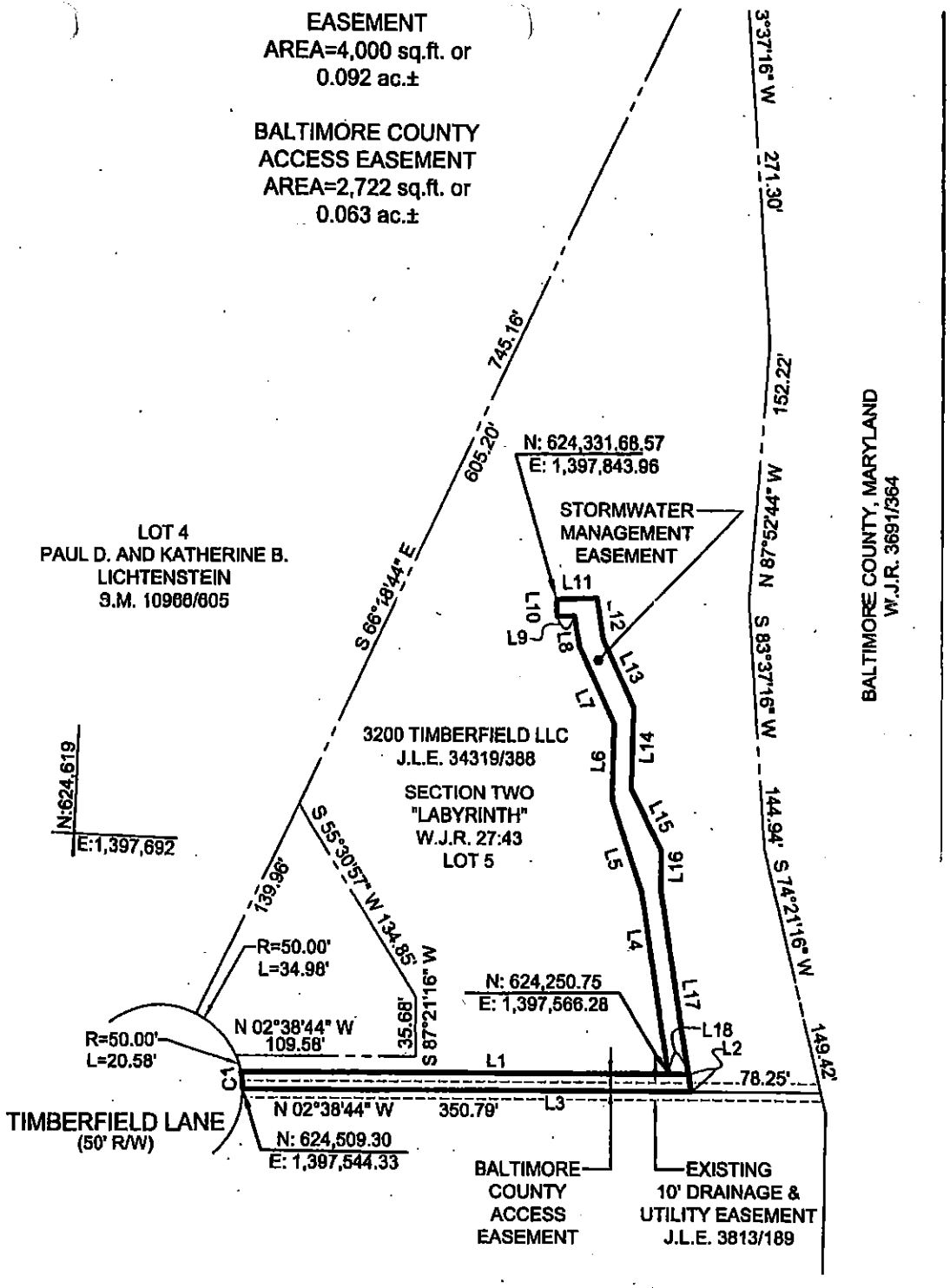
_____
Robert D. Porter

L3	N 2° 38' 44" W	272.54'
L4	N 79° 01' 29" E	110.57'
L5	N 68° 59' 30" E	57.57'
L6	N 89° 24' 35" E	44.21'
L7	N 61° 54' 35" E	49.90'
L8	N 78° 24' 55" E	18.46'
L9	N 4° 44' 36" W	10.79'
L10	N 85° 15' 24" E	10.00'
L11	S 4° 44' 36" E	24.70'
L12	S 78° 24' 55" W	24.55'
L13	S 61° 54' 35" W	44.19'
L14	S 89° 24' 35" W	47.36'
L15	S 60° 49' 20" W	40.31'
L16	S 87° 25' 12" W	24.78'
L17	S 79° 01' 29" W	110.86'
L18	N 2° 38' 44" W	11.79'

CURVE TABLE		
C1	R=50.00'	L=10.07'
	T=5.05'	D=11°32'22"
	CHD=N81°36'47"E 10.05'	

EASEMENT
AREA=4,000 sq.ft. or
0.092 ac.±

BALTIMORE COUNTY
ACCESS EASEMENT
AREA=2,722 sq.ft. or
0.063 ac.±



STATE OF MARYLAND
PROFESSIONAL LAND SURVEYOR

THIS PLAT PREPARED BY:

COLBERT MATZ ROSENFELT, INC.
ENGINEERS • SURVEYORS • PLANNERS
2835 SMITH AVENUE, SUITE G
BALTIMORE, MARYLAND 21209
PHONE: (410)653-3838

FILE: 2013188 Stormwater Management Easement

TAX MAP: 078 GRID: 05 PARCEL: 144

BALTIMORE COUNTY		REAL ESTATE COMPLIANCE
DISTRICT NO. 3 C-2	POSITION SHEET NO. 0 31 NW 16	FEDERAL PROJECT NO. N/A
	CONSTRUCTION PLAN NO. N/A	MARYLAND PROJECT NO. N/A

APPROVED ..... DIRECTOR OF PUBLIC WORKS

AREA TO BE ACQUIRED — EXISTING COUNTY R/W
REVERTIBLE SLOPE — AREA TO BE RELEASED

..... SURVEYOR

ATTORNEY TITLE CERTIFICATION
(with use of an Attorney Deed Preparation Certification)

SUBDIVISION/PROJECT NAME: 3200 Timberfield Lane

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: September 24, 2014

FOR PROJECT KNOWN AS: 3200 Timberfield Lane

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

2. The undersigned maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under Policy No: 5 LA2PL 00005-15-00, issued by First Indemnity Insurance, insurer, with limits of liability of $1,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instrument Deed of Declaration and Easement (the "Instrument") was prepared by Robert D. Porter, Esquire who has certified that the Instrument conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual.

4. The undersigned has caused a diligent examination of the Land Records of Baltimore County, Maryland, to be made to ascertain the status of record title to the real property (the "Property") described in, and to be encumbered or conveyed by, the Instrument. Based solely upon examination of such records as on file through the date of this certification (the "Examination Date"), by the undersigned, the undersigned certifies, represents and opines to Baltimore County, Maryland, that:

a. Fee simple title of record is vested in 3200 Timberfield, LLC by virtue of a deed from Charles D. Miron as Trustee, and Amy G. Miron as Trustee, dated September 24, 2013 and recorded among the Land Records of Baltimore County, Maryland in Liber 34319 Folio 388.

b. The Instrument is in appropriate form for the conveyance of, or creation of encumbrance on, the Property.

c. Following the due execution and acknowledgment of the Instrument by the parties named therein, the signatory(ies) thereon having the authority to so bind the grantor entity(ies) referenced therein (if applicable), and its delivery to and acceptance by the County, and its recordation among the Land Records, the Instrument will be effective in accordance with its terms to create or convey the interest in the Property which the Instrument purports to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.

d. I have no personal knowledge of conflicting interests (including, but not limited to, rights or claims of parties in possession, adverse claims, and/or equitable interests not shown by the public records) that would interfere with or jeopardize Baltimore County's use of the herein granted easement or fee simple area for the purposes set forth in this Instrument.

5. This Certification is made and delivered subject to the express understandings and agreements:

a. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instrument from the parties named therein as granting or joining in the same.

b. This Certification of title is rendered to Baltimore County, Maryland, for its benefit, with the understanding that Baltimore County, Maryland, will rely upon the truth, accuracy and completeness of the certifications, representations and opinions herein set forth.

c. This Certification of title may be relied upon by Baltimore County, Maryland, authorities. It may not be relied upon by any other person or entity without the prior written consent of the undersigned.

d. The undersigned assumes no liability for any lien, encumbrance, and/or defect in title to or ownership of the Property, of whatever nature or character, arising subsequent to the Examination Date of which the undersigned had no personal knowledge. The undersigned assumes no responsibility for any lien, encumbrance, title defect or any other matter affecting title to the Property of which the undersigned had no personal knowledge and not appearing of record among the Land Records of Baltimore County, Maryland, as of the Examination Date.

Date: February 9, 2016

LAWRENCE S. LONDON, ESQ.

_____(SEAL)

Address: 106 Old Court Road, Suite 104, Baltimore, MD 21208; 410-486-5456
e-mail: lawrenceslondon@aol.com

ATTORNEY DEED PREPARATION CERTIFICATION
(with use of an Attorney Title Certification)

SUBDIVISION/PROJECT NAME:	3200 TIMBERFIELD LANE
PUBLIC WORKS AGREEMENT NO:	N/A
MINOR SUBDIVISION NO.:	14-042 M
MINOR SUBDIVISION DATED:	SEPTEMBER 24, 2014
FOR PROJECT KNOWN AS:	3200 TIMBERFIELD LANE

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

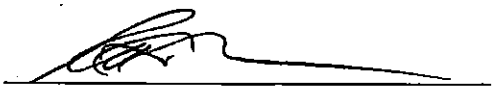
2. The undersigned, maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under policy no: 41024-1, issued by Minnesota Lawyers Mutual insurer, with limits of liability of $2,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instruments, Deed of Easement and Agreement, Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions, Forest Buffer and Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions and Deed of Declaration and Easement (the "Instruments"), were prepared by me or under my supervision, and conform in all material respects to the prescribed form for such Instruments as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual, May, 2007 edition.

4. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instruments from the parties named therein as granting or joining in the same.

5. Following the due execution and acknowledgment of the Instruments by the parties named therein, the signatories thereon having the authority to so bind the grantor entity referenced therein (if applicable), and their delivery to and acceptance by the County, and their recordation among the Land Records, the Instruments will be effective in accordance with their terms to create or convey the interest in the Property which the Instruments purport to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.

PORTER LAW LLC

By: 

Robert D. Porter, Member

Date February 9, 2016

Address: P.O. Box 367
Phoenix, Maryland 21131
Phone No.: (443) 465-9252

Colbert Matz Rosenfelt, Inc.

Civil Engineers • Surveyors • Planners

ENGINEER CERTIFICATION

SUBDIVISION/PROJECT NAME: 3200 Timberfield Lane

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: September 24, 2014

FOR PROJECT KNOW AS: 3200 Timberfield Lane

I HEREBY declare, affirm, and certify under penalties of perjury that the following listed right-of-way plat(s) comply in all material respects with the above-referenced Minor Subdivision Plan, that the construction plans relative to said Minor Subdivision Plan agree with the said listed right-of-way plat(s), and that said right-of-way plat(s) were prepared in compliance with Baltimore County, Department of Permits and Development Management, Bureau of Land Acquisition, Drafting Section, Design Manual, dated September, 1996.

I FURTHER agree to indemnify, protect, and hold harmless Baltimore County, Maryland, its agents, employees, successors, and/or assigns form and against any and all costs, liability, penalties, fines, forfeitures, reasonable attorney's fees, judgments, and related litigation costs arising from any negligent errors and omissions contained in this certification, it being fully understood and acknowledged that Baltimore County intends to rely fully upon said certification. It is intended that Baltimore County, its successors and/or assigns, shall be a third party beneficiary of any agreement, whether oral or written, between my client 3200 Timberfield LLC _____ and myself for the preparation of this Certification.

2835 Smith Avenue, Suite G Baltimore, Maryland 21209

Record Plats	Right-of-Way Plats
Liber_____ folio_____	RW 16-019-01
Liber_____ folio_____	RW 16-019-02
Liber_____ folio_____	RW 16-019-03
Liber_____ folio_____	RW _____
Liber_____ folio_____	RW _____

_____ (SEAL)

Date: Feb 8, 2016

Name: Richard E. Matz

Firm: Colbert Matz Rosenfelt, Inc.

Address: 2835 Smith Ave., Suite G

Baltimore, MD 21209

Telephone No: 410-653-3838

Professional Liability Insurance:

Company: RLI Insurance Company

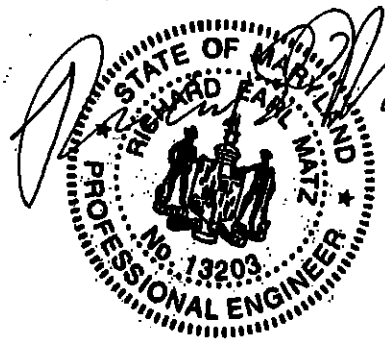
Policy No: RDP 0014268

Policy Limits: 1,000,000/1,000,000

Professional Certification: I hereby that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

License No: 13203

Expiration Date: November 2, 2016



Feb 8, 2016.

Check Box	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Leasehold/Sale [9]

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	TO GOVERNMENT, SECTION 12-108(a)
State Transfer	TO GOVERNMENT, SECTION 13-207(a)(1)
County Transfer	TO GOVERNMENT, SECTION 11-3-202(a)(4)

Space Reserved for

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	$ 0.00	Transfer Tax Consideration	$
Any New Mortgage	$ 0.00	X ( )% =	$ Exempt
Balance of Existing Mortgage	$	Less Exemption Amount –	$
Other:	$	Total Transfer Tax =	$
Other:	$	Recordation Tax Consideration	$
		X ( ) per $500 =	$ Exempt
Full Cash Value:	$	TOTAL DUE	$

5 Fees

Decl-

Amount of Fees	Doc. 1	Doc. 2	
Recording Charge	$	$	Agent:
Surcharge	$	$	
State Recordation Tax	$	$	Tax Bill:
State Transfer Tax	$	$	
County Transfer Tax	$	$	C.B. Credit:
Other	$	$	
Other	$	$ 61	Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
03	03-08-068640 Easement Declaration	34319/388	0078	0144	(5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
LABRYNTH					

Location/Address of Property Being Conveyed (2)

Other Property Identifiers (if applicable) | Water Meter Account No.

3200 Timberfield Lane

Residential ☐ or Non-Residential ☑ | Fee Simple ☐ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☑ No | Description/Amt. of SqFt/Acreage Transferred: STORMWATER MANAGEMENT ESMT AREA CONTAINING 0.092 ACRE (4,000 SQ. FT.), MORE OR LESS ON RW DRAWING NO.

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
3200 TIMBERFIELD, LLC	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
BALTIMORE COUNTY, MARYLAND	

New Owner's (Grantee) Mailing Address

OLD COURTHOUSE, TOWSON, MD 21204

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: REAL ESTATE COMPLIANCE

Firm: BALTIMORE COUNTY, MARYLAND

Address: COUNTY OFFICE BUILDING, 111 W. CHESAPEAKE AVE., ROOM 112

TOWSON, MD 21204 Phone: (410) 887-3284

☐ Return to Contact Person

☑ Hold for Pickup

☐ Return Address Provided

11 Assessment Information

IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

☐ Yes ☑ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☑ No Does transfer include personal property? If yes, identify:

☐ Yes ☑ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification	Agricultural Verification	Whole	Part	Tran. Process Verification
Transfer Number	Date Received:	Deed Reference:		Assigned Property No.:

Year	20	20	Geo.	Map	Sub	Block

LR - Government @.
Instrument @.
Agency Name: BALTIMC
COUNTY MD
Instrument List:
Declaration
Describe Other:
Reference/Control #:

Total: @.
04/12/2016 03:42 CC03-
#5930227 CC03301 -
Baltimore
County/CC03.01.05 -
Register 05

RW2016-019-03
J.O. 5-1-7500
Item 1 (FBCE)
Election District 3, C 2

FOREST BUFFER AND FOREST CONSERVATION DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 29th day of January, 2016, by 3200 TIMBERFIELD, LLC, a Maryland limited liability company (the "Declarant"); and BALTIMORE COUNTY, MARYLAND, A BODY CORPORATE AND POLITIC (the "County").

WHEREAS, the Declarant is the owner in fee simple of all that property, situate and lying in the Third (3rd) Election District of Baltimore County, Maryland, and more particularly described in a Deed dated September 24, 2013, and recorded in the Land Records of Baltimore County in Liber 34319, folio 388, from Charles D. Miron, Trustee and Amy G. Miron, Trustee to 3200 Timberfield, LLC, the Declarant herein (the "Property"); and

WHEREAS, in order to protect the environmental quality of the area of the Property, said area containing 1.193 acres (51,950 sq. ft.), more or less, as designated and shown as "Forest Buffer and Forest Conservation Easement", as designated and shown on Baltimore County Real Estate Compliance Drawing No. RW 16-019-03, which is attached hereto and made a part hereof, the Declarant desires to protect said Forest Buffer and Forest Conservation Easement by imposing covenants, conditions and restrictions which will bind the lots and the present and future owners thereof. The County shall have the legal right to enforce the covenants, conditions and restrictions as set forth herein together with the enforcement rights referenced in Section 4.

NOW, THEREFORE, in consideration of the benefits derived by the Declarant and its successors in interest, the said Declarant, for itself, its successors and/or assigns, does hereby agree as follows:

1. a. Existing vegetation within the Forest Buffer and Forest Conservation Easement shall not be disturbed, except as provided pursuant to Baltimore County Code, as amended (hereafter referred to as the "Code"), § 33-3-112;

b. Soil disturbance shall not take place within the Forest Buffer and Forest Conservation Easement by grading, stripping of topsoil, plowing, cultivating, or other practices;

c. Filling or dumping shall not occur within the Forest Buffer and Forest Conservation Easement;

d. Except as permitted by the Baltimore County Environmental Protection and Sustainability ("EPS"), the Forest Buffer and Forest Conservation Easement shall not be drained by ditching, underdrains, or other drainage systems;

e. Pesticides shall not be stored, used or applied within the Forest Buffer and Forest Conservation Easement, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;

f. Animals shall not be housed, grazed, or otherwise maintained within the Forest Buffer and Forest Conservation Easement;

g. Motorized vehicles shall not be stored or operated within the Forest Buffer and Forest Conservation Easement, except for maintenance and emergency use approved by EPS;

h. Materials shall not be stored within the Forest Buffer and Forest Conservation Easement.

2. Waiver by EPS. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by the Baltimore County Environmental Protection and Sustainability as provided in § 33-3-106 of the Code.

3. Easements for Access. Declarant hereby grants to Baltimore County, Maryland, easements of access to the Forest Buffer and Forest Conservation Easements on, over, and across Timberfield Lane and as shown and indicated as "Baltimore County Access Easement" on Baltimore County Real Estate Compliance Drawing No. RW 16-019-03, which is attached hereto and made a part hereof, for the limited purposes of inspecting and maintaining the Forest Buffer and Forest Conservation Easement and providing for the abatement and correction of water pollution, erosion, and sedimentation of stream channels, wetlands, and flood plains, and for no other use or purpose.

4. Miscellaneous.

a. Enforcement shall be pursuant to the Enforcement Procedures of §§ 33-3-115 et seq. of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

b. Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or

subsequent thereto.

c. These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarant, its successors and assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST:

DECLARANT:

3200 TIMBERFIELD, LLC

By: _____ (SEAL)
Jonathan Ehrenfeld, Member

STATE OF MARYLAND, CITY/~~COUNTY~~ OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of January, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Jonathan Ehrenfeld, and that he, as a Member of 3200 Timberfield, LLC, being authorized so to do, executed the foregoing Forest Buffer and Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions for the purposes therein contained, by signing the name of 3200 Timberfield, LLC by himself in such capacity, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission expires: March 28, 2018

ROBERT D. PORTER
Notary Public
Baltimore County
Maryland
My Commission Expires Mar 28, 2018

ATTORNEY CERTIFICATION

This is to certify that the within Forest Buffer and Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions (the "Instrument") was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

This is to certify further that the Instrument was prepared by me or under my supervision and conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual, May, 2007 edition, as amended.

Robert D. Porter

APPROVED:

Deputy

Environmental Protection and Sustainability

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

3/8/16

OFFICE OF THE COUNTY ATTORNEY

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

APPROVED AND ACCEPTED this 24th
day of March, 2016

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND

By:

Fred Homan,
County Administrative Officer

INDEXED

JOINDER BY LENDER

See Indemnity Purchase Money Construction Deed of Trust (the "Deed of Trust"), dated September 24, 2013, from 3200 Timberfield, LLC (for the benefit of Revere Bank), and recorded among the Land Records of Baltimore County, Maryland in Liber 34319, folio 395. The undersigned Lender joins herein to assent to the terms and provisions of the foregoing instrument and assents to waive and subordinate the lien of said Deed of Trust to the legal operation and effect of the interest being acquired by Baltimore County under the foregoing instrument.

WITNESS/ATTEST:

Christina A Donkor

LENDER:

REVERE BANK

By: _____ (Seal)
Name: Michael A. Schonfeld
Title: Senior Vice President

STATE OF MARYLAND, ~~CITY~~/COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY, that on this 1st day of February, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Michael A Schonfeld, and that s/he as the Senior Vice President of Revere Bank, being authorized so to do, executed the foregoing Joinder by Lender for the purposes therein contained by signing the name of Revere Bank by himself/herself in such capacity, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

CHRISTINA O. DONKOR
My Commission Expires
NOTARY PUBLIC
MONTGOMERY COUNTY, MD

Christina A Donkor
Notary Public

My Commission expires: May 18, 2018

ATTORNEY CERTIFICATION

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

Robert D. Porter

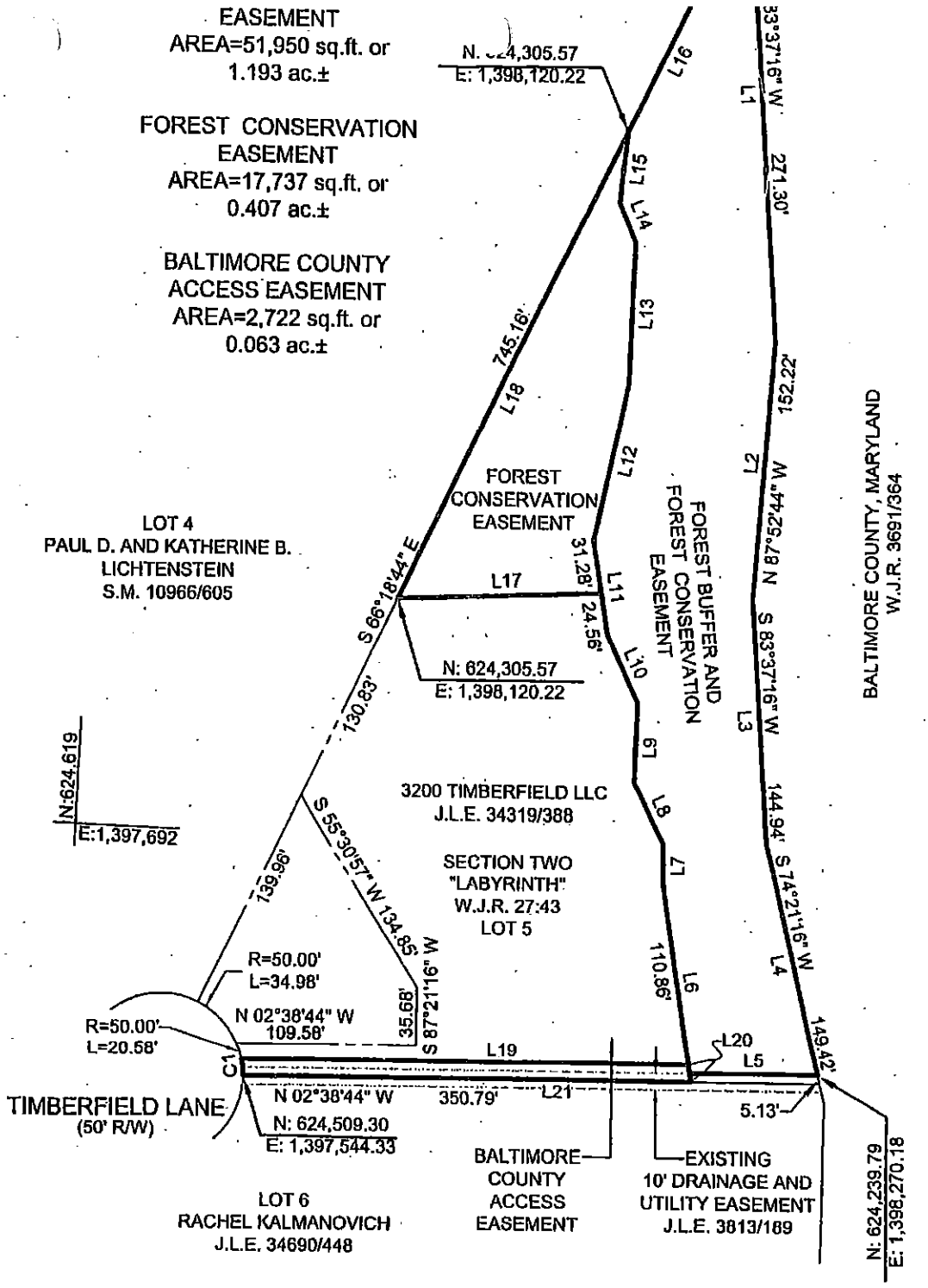
L4	S 74° 21' 16" W	144.29'
L5	N 2° 38' 44" W	77.83'
L6	N 79° 01' 29" E	115.91'
L7	N 87° 25' 12" E	24.78'
L8	N 60° 49' 20" E	40.31'
L9	N 89° 24' 35" E	47.36'
L10	N 61° 54' 35" E	44.19'
L11	N 78° 24' 55" E	55.84'
L12	S 79° 58' 36" E	95.13'
L13	N 89° 39' 22" E	84.31'
L14	N 64° 51' 45" E	25.69'
L15	S 86° 25' 59" E	42.40'
L16	S 66° 18' 44" E	163.75'
L17	N 4° 44' 36" W	123.72'
L18	S 66° 18' 44" E	310.62'
L19	S 2° 38' 44" E	272.08'
L20	S 79° 01' 29" W	10.11'
L21	N 2° 38' 44" W	272.54'

CURVE TABLE		
C1	R=50.00'	L=10.07'
	T=5.05'	D=11°32'22"
	CHD=N81°36'47"E	10.05'

EASEMENT
AREA=51,950 sq.ft. or
1.193 ac.±

FOREST CONSERVATION
EASEMENT
AREA=17,737 sq.ft. or
0.407 ac.±

BALTIMORE COUNTY
ACCESS EASEMENT
AREA=2,722 sq.ft. or
0.063 ac.±



STATE OF MARYLAND
BRIAN RONALD METZ
No. 21000
PROFESSIONAL LAND SURVEYOR

THIS PLAT PREPARED BY:

COLBERT MATZ ROSENFELT, INC.
ENGINEERS * SURVEYORS * PLANNERS
2835 SMITH AVENUE, SUITE G
BALTIMORE, MARYLAND 21209
PHONE: (410)653-3838

FILE: 2013166 Forest Buffer and Forest Conservation Easement

TAX MAP: 078 GRID: 05 PARCEL: 144

1. THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION IN THE FOREST CONSERVATION EASEMENT AND FOREST BUFFER AND FOREST CONSERVATION EASEMENT EXCEPT AS PERMITTED BY THE BALTIMORE COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY.

2. ANY FOREST CONSERVATION EASEMENT AND FOREST BUFFER AND FOREST CONSERVATION EASEMENT SHOWN HEREON IS SUBJECT TO PROTECTIVE COVENANTS WHICH MAY BE FOUND IN THE LAND RECORDS OF BALTIMORE COUNTY AND WHICH RESTRICT DISTURBANCE AND USE OF THESE AREAS.

BALTIMORE COUNTY

DISTRICT NO. 3 C-2	POSITION SHEET NO: 0 31 NW 16	FEDERAL PROJECT NO. N/A
	CONSTRUCTION PLAN NO. N/A	MARYLAND PROJECT NO. N/A

REAL ESTATE COMPLIANCE

APPROVED ..... DIRECTOR OF PUBLIC WORKS

DATE .....

AREA TO BE ACQUIRED
EXISTING COUNTY R/W
REVERTIBLE SLOPE EASEMENT
AREA TO BE RELEASED

..... SURVEYOR

ATTORNEY TITLE CERTIFICATION
(with use of an Attorney Deed Preparation Certification)

SUBDIVISION/PROJECT NAME: 3200 Timberfield Lane

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: September 24, 2014

FOR PROJECT KNOWN AS: 3200 Timberfield Lane

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

2. The undersigned maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under Policy No: 5 LA2PL 00005-15-00, issued by First Indemnity Insurance, insurer, with limits of liability of $1,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instrument Forest Buffer and Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions (the "Instrument") was prepared by Robert D. Porter, Esquire who has certified that the Instrument conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual.

4. The undersigned has caused a diligent examination of the Land Records of Baltimore County, Maryland, to be made to ascertain the status of record title to the real property (the "Property") described in, and to be encumbered or conveyed by, the Instrument. Based solely upon examination of such records as on file through the date of this certification (the "Examination Date"), by the undersigned, the undersigned certifies, represents and opines to Baltimore County, Maryland, that:

a. Fee simple title of record is vested in 3200 Timberfield, LLC by virtue of a deed from Charles D. Miron as Trustee, and Amy G. Miron as Trustee, dated September 24, 2013 and recorded among the Land Records of Baltimore County, Maryland in Liber 34319 Folio 388.

b. The Instrument is in appropriate form for the conveyance of, or creation of encumbrance on, the Property.

c. Following the due execution and acknowledgment of the Instrument by the parties named therein, the signatory(ies) thereon having the authority to so bind the grantor entity(ies) referenced therein (if applicable), and its delivery to and acceptance by the County, and its recordation among the Land Records, the Instrument will be effective in accordance with its terms to create or convey the interest in the Property which the Instrument purports to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.

d. I have no personal knowledge of conflicting interests (including, but not limited to, rights or claims of parties in possession, adverse claims, and/or equitable interests not shown by the public records) that would interfere with or jeopardize Baltimore County's use of the herein granted easement or fee simple area for the purposes set forth in this Instrument.

5. This Certification is made and delivered subject to the express understandings and agreements:

a. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instrument from the parties named therein as granting or joining in the same.

b. This Certification of title is rendered to Baltimore County, Maryland, for its benefit, with the understanding that Baltimore County, Maryland, will rely upon the truth, accuracy and completeness of the certifications, representations and opinions herein set forth.

c. This Certification of title may be relied upon by Baltimore County, Maryland, authorities. It may not be relied upon by any other person or entity without the prior written consent of the undersigned.

d. The undersigned assumes no liability for any lien, encumbrance, and/or defect in title to or ownership of the Property, of whatever nature or character, arising subsequent to the Examination Date of which the undersigned had no personal knowledge. The undersigned assumes no responsibility for any lien, encumbrance, title defect or any other matter affecting title to the Property of which the undersigned had no personal knowledge and not appearing of record among the Land Records of Baltimore County, Maryland, as of the Examination Date.

Date: February 9, 2016

LAWRENCE S. LONDON, ESQ.

_____(SEAL)

Address: 106 Old Court Road, Suite 104, Baltimore, MD 21208; 410-486-5456
e-mail: lawrenceslondon@aol.com

ATTORNEY DEED PREPARATION CERTIFICATION
(with use of an Attorney Title Certification)

SUBDIVISION/PROJECT NAME:	3200 TIMBERFIELD LANE
PUBLIC WORKS AGREEMENT NO:	N/A
MINOR SUBDIVISION NO.:	14-042 M
MINOR SUBDIVISION DATED:	SEPTEMBER 24, 2014
FOR PROJECT KNOWN AS:	3200 TIMBERFIELD LANE

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

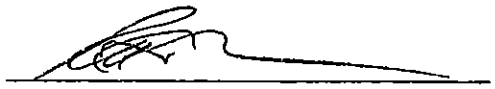
2. The undersigned, maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under policy no: 41024-1, issued by Minnesota Lawyers Mutual insurer, with limits of liability of $2,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instruments, Deed of Easement and Agreement, Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions, Forest Buffer and Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions and Deed of Declaration and Easement (the "Instruments"), were prepared by me or under my supervision, and conform in all material respects to the prescribed form for such Instruments as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual, May, 2007 edition.

4. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instruments from the parties named therein as granting or joining in the same.

5. Following the due execution and acknowledgment of the Instruments by the parties named therein, the signatories thereon having the authority to so bind the grantor entity referenced therein (if applicable), and their delivery to and acceptance by the County, and their recordation among the Land Records, the Instruments will be effective in accordance with their terms to create or convey the interest in the Property which the Instruments purport to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.

PORTER LAW LLC

By: 
Robert D. Porter, Member

Date February 9, 2016

Address: P.O. Box 367
Phoenix, Maryland 21131
Phone No.: (443) 465-9252

Colbert Matz Rosenfelt, Inc.
Civil Engineers • Surveyors • Planners

ENGINEER CERTIFICATION

SUBDIVISION/PROJECT NAME: 3200 Timberfield Lane

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: September 24, 2014

FOR PROJECT KNOW AS: 3200 Timberfield Lane

I HEREBY declare, affirm, and certify under penalties of perjury that the following listed right-of-way plat(s) comply in all material respects with the above-referenced Minor Subdivision Plan, that the construction plans relative to said Minor Subdivision Plan agree with the said listed right-of-way plat(s), and that said right-of-way plat(s) were prepared in compliance with Baltimore County, Department of Permits and Development Management, Bureau of Land Acquisition, Drafting Section, Design Manual, dated September, 1996.

I FURTHER agree to indemnify, protect, and hold harmless Baltimore County, Maryland, its agents, employees, successors, and/or assigns form and against any and all costs, liability, penalties, fines, forfeitures, reasonable attorney's fees, judgments, and related litigation costs arising from any negligent errors and omissions contained in this certification, it being fully understood and acknowledged that Baltimore County intends to rely fully upon said certification. It is intended that Baltimore County, its successors and/or assigns, shall be a third party beneficiary of any agreement, whether oral or written, between my client 3200 Timberfield LLC _____ and myself for the preparation of this Certification.

2835 Smith Avenue, Suite G Baltimore, Maryland 21209
Telephone: (410) 653-3838 / Facsimile: (410) 653-7953

Record Plats	Right-of-Way Plats
Liber_____ folio_____	RW 16-019-01
Liber_____ folio_____	RW 16-019-02
Liber_____ folio_____	RW 16-019-03
Liber_____ folio_____	RW _____
Liber_____ folio_____	RW _____

_____ (SEAL)

Date: Feb 8, 2016

Name: Richard E. Matz

Firm: Colbert Matz Rosenfelt, Inc.

Address: 2835 Smith Ave., Suite G

Baltimore, MD 21209

Telephone No: 410-653-3838

Professional Liability Insurance:

Company: RLI Insurance Company

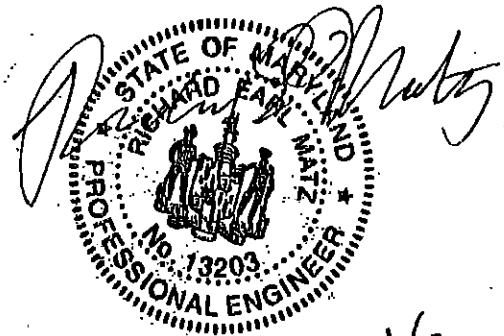
Policy No: RDP 0014268

Policy Limits: 1,000,000/1,000,000

Professional Certification: I hereby that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

License No: 13203

Expiration Date: November 2, 2016



Feb 8, 2016.

Check Box	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Length Sale [9]

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	O GOVERNMENT, SECTION 12-108(a)
State Transfer	TO GOVERNMENT, SECTION 13-207(a)(1)
County Transfer	TO GOVERNMENT, SECTION 11-3-202(a)(4)

Space Reserved for

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$ 0.00
Any New Mortgage	$ 0.00
Balance of Existing Mortgage	$
Other:	$
Other:	$
Full Cash Value:	$

Finance Office Use Only Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X ( )% =	$ EXEMPT
Less Exemption Amount −	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X ( ) per $500 =	$ EXEMPT
TOTAL DUE	$

5 Fees

Dec 1.

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$	$
Surcharge	$	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$ G

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
03	03-08-068640 Reclamation Declaration	34319/388	0078	0144	(5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
LABRYNTH					

Location/Address of Property Being Conveyed (2)

Other Property Identifiers (if applicable) | Water Meter Account No.

3200 Timberfield Lane

Residential ☐ or Non-Residential ☑ | Fee Simple ☐ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☑ No | Description/Amt. of SqFt/Acreage Transferred: FOREST BUFFER & CONS ESMT AREA

CONTAINING 1.193 ACRES (51,950 SQ. FT.), MORE OR LESS ON RW DRAWING NO.

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
3200 TIMBERFIELD, LLC	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
BALTIMORE COUNTY, MARYLAND	

New Owner's (Grantee) Mailing Address

OLD COURTHOUSE, TOWSON, MD 21204

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: REAL ESTATE COMPLIANCE

Firm BALTIMORE COUNTY, MARYLAND

Address: COUNTY OFFICE BUILDING, 111 W. CHESAPEAKE AVE., ROOM 112

TOWSON, MD 21204 Phone: (410) 887-3284

☐ Return to Contact Person

☑ Hold for Pickup

☐ Return Address Provided

11 Assessment Information

IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

☐ Yes ☑ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☑ No Does transfer include personal property? If yes, identify:

☐ Yes ☑ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification	Agricultural Verification	Whole	Part	Tran. Process Verification
Transfer Number	Date Received:	Deed Reference:		Assigned Property No.:

Year	20	20	Geo.	Map	Sub	Block

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 38394, p. 0295, MSA_CE62_38251. Date available 12/19/2016. Printed 02/22/2019.

AFTER RECORDING, PLEASE RETURN TO:
Lawrence S. London, Esq., t/a Clear Title Group
106 Old Court Road
Suite 104
Baltimore, MD 21208
(410) 486-5456
File No. 16-6293

1/2

DEED

THIS DEED, made this **7th** day of **December, 2016**, by and between **3200 Timberfield LLC**, Grantor, party of the first part; and **David Koshkarman and Esther Koshkarman**, Grantees, parties of the second part.

WITNESSETH, that in consideration of the sum of **Three Hundred Eighty-Five Thousand And 00/100 Dollars ($385,000.00)**, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey to the said Grantees, their Personal Representatives, heirs, successors and assigns in fee simple all that lot of ground situate in the County of Baltimore, State of Maryland, and described as follows, that is to say:

3200 Timberfield Lane—Baltimore, MD 21208
District 03 Account 0308068640

Beginning for the same on the Southeast side of Timberfield Lane, 50 feet wide, where it is intersected by the line of division between Lot 4 and Lot 5, Block "D" as shown on the Plat of, "Section Two, Labyrinth", which plat is recorded among the Land Records of Baltimore County, Maryland in Plat Book W.J.R. No. 27, folio 43, and thence leaving the Southeast side of said Timberfield Lane, and running with and binding on a part of said line of division, as now surveyed, and referring the courses of this description to the Maryland Coordinate System NAD 83/91, the following course and distance *viz;*

1. **South 66 degrees 18 minutes 44 seconds East 139.96 feet to a capped rebar now set, thence leaving said line of division and running for new lines of division the following three courses and distances *viz*:**

2. **South 55 degrees 30 minutes 57 seconds West 134.85 feet to a capped rebar now set,**

3. **South 87 degrees 21 minutes 16 seconds West 35.68 feet to a capped rebar now set, and**

LR - Deed (w T
Recording only
Name: David Ko
Ref:
LR - Deed (wit
Surcharge
LR - Deed State
Transfer Tax 1,925.00
LR - NR Tax - 1kd 0.00
SubTotal: 1,985.00
Total: 2,045.00
12/14/2016 02:30
CC03-CC
#7456961 CC0301 -
Baltimore
County/CC03.01.04
Register 04

EXHIBIT
H

2019-0264-SPH

4. **North 02 degrees 38 minutes 44 seconds West 109.58 feet to a capped rebar now set on the Southeast side of said Timberfield Lane, and thence running with and binding on the Southeast side of said Timberfield Lane,**
5.
6. **Northeasterly by a curve to the left having a radius of 50.00 feet, for an arc length of 34.98 feet, the chord of said arc bearing North 43 degrees 43 minutes 45 seconds East 34.27 feet to the place of beginning.**

Containing 11,684 square feet or 0.268 of an Acre of land more or less. Known and identified as 3200 Timberfield Lane, Baltimore, MD 21208

BEING that property which, by Deed dated November 4, 2016, and recorded November 9, 2016 among the Land Records of the County of Baltimore, State of Maryland, in Liber JLE No. 38235, folio 153, was granted and conveyed by 3200 Timberfield, LLC unto 3200 Timberfield, LLC, the Grantor herein.

BY THE EXECUTION OF THIS DEED, the party of the first part hereby certify under the penalties of perjury that the actual consideration paid or to be paid, including the amount of any Mortgage or Deed of Trust outstanding, is as hereinbefore set forth.

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

TO HAVE AND TO HOLD the said described lot of ground and premises to the said Grantees, as tenants by the entireties, their Personal Representatives, heirs, successors and assigns, in fee simple.

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

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 38394, p. 0296, MSA_CE62_38251. Date available 12/19/2016. Printed 02/22/2019.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 38394, p. 0297, MSA_CE62_38251. Date available 12/19/2016. Printed 02/22/2019.

WITNESS the hand and seal of the said Grantor.

3200 TIMBERFIELD LLC

By: _____ {SEAL}
Jonathan Ehrenfeld, Managing Member

COUNTY OF BALTIMORE, STATE OF MARYLAND :

AND NOW, this 6th day of **December, 2016**, before me, the undersigned Notary Public, appeared **Jonathan Ehrenfeld**, who acknowledged himself/herself to be the **Managing Member** of **3200 Timberfield LLC**, a limited liability company, and he/she, as such **Managing Member** being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing in my presence the name of the company by himself/herself as such **Managing Member**.

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

My commission expires: 7/24/20

Notary Public

CHANA OSTROZYNSKI
NOTARY PUBLIC
BALTIMORE CITY
MARYLAND
MY COMMISSION EXPIRES JULY 24, 2020

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Lawrence S. London, Attorney

MARYLAND FORM
WH-AR

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

2016

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor 3200 Timberfield LLC

2. Reasons for Exemption

Resident Status

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

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

Principal Residence

☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

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

3a. Individual Transferors

Witness

Name

Signature

3b. Entity Transferors

Witness/Attest

3200 TIMBERFIELD LLC
Name of Entity

By

Jonathan Ehrenfeld
Name

Managing Member
Title

File No. 16-6293 Re: 3200 Timberfield Lane, Baltimore, MD 21208

16-49

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 38394, p. 0298, MSA_CE62_38251. Date available 12/19/2016. Printed 02/22/2019.

File No. 16-6293

OWNER OCCUPANCY AFFIDAVIT

David Koshkarman and Esther Koshkarman, the Grantees in the within Deed hereby certify under the penalties of perjury, as evidenced by the joinder herein, that the land conveyed in this Deed is residentially improved owner-occupied real property and that the residence will be occupied by us for at least 7 of the 12 months immediately following this conveyance.

WITNESS:

As to All

David Koshkarman (SEAL)

Esther Koshkarman (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 7th day of December, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David Koshkarman and Esther Koshkarman, the parties herein, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing to be their act, and in my presence signed and sealed the same.

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

LAWRENCE S. LONDON NOTARY PUBLIC MY COMMISSION EXPIRES 9/22/2017 BALTIMORE COUNTY, MD

Notary Public

My Commission Expires: 9/22/2017

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 38394, p. 0299, MSA_CE62_38251. Date available 12/19/2016. Printed 02/22/2019.

BOOK: 38394 PAGE: 300

State Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Baltimore

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

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

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments (☐ Check Box if addendum Intake Form is Attached.)

1 Deed; 2 Deed of Trust; ☐ Mortgage; ☐ Lease; ☐ Other ____; ☐ Other ____

2 Conveyance Type Check Box

☒ Improved Sale Arms-Length (1); ☐ Unimproved Sale Arms-Length (2); ☐ Multiple Accounts Arms-Length (3); ☐ Not an Arms-Length Sale (9)

3 Tax Exemptions (If applicable) Cite or Explain Authority

Recordation	
State Transfer	First Time Maryland Homebuyer
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$ 385,000.00
Any New Mortgage	$ 308,000.00
Balance of Existing Mortgage	$
Other:	$
Other:	$
Full Cash Value:	$

Finance Office Use Only Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$ 5445.00
X ( )% =	$
Less Exemption Amount -	$
Total Transfer Tax =	$
Recordation Tax Consideration	$ 1925.00
X ( ) per $500 =	$
TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$ 60.00	$ 60.00
Surcharge	$	$
State Recordation Tax	$ 1,925.00	$
State Transfer Tax	$ 1,925.00	$
County Transfer Tax	$	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOC
03	0308068640	38235/153			☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
	4, 5	D		13395/001	

Location/Address of Property Being Conveyed (2)

3200 Timberfield Lane, Baltimore, MD 21208

Other Property Identifiers (if applicable) | Water Meter Account No.

Residential ☒ or Non-Residential ☐ | Fee Simple ☒ or Ground Rent ☐ | Amount: N/A

Partial Conveyance? ☐ Yes ☒ No | Description/Amt. of SqFt/Acreage Transferred: N/A

If Partial Conveyance, List Improvements Conveyed: N/A

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
3200 Timberfield LLC	David Koshkarman
	Esther Koshkarman
Doc. 1 – Owner(s) of Record, If Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, If Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
David Koshkarman	Clear Title Group, Trustee
Esther Koshkarman	

New Owner's (Grantee) Mailing Address: 3200 Timberfield Lane, Baltimore, MD 21208

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)
	Academy Mortgage Corporation

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Tonya Spicer

Firm: Lawrence S. London, Esq., t/a Clear Title Group

Address: 106 Old Court Road, Suite 104

Baltimore, MD 21208 Phone: (410) 486-5456

☒ Return to Contact Person

☐ Hold for Pickup

☒ Return Address Provided

11 Assessment Information

IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

☒ Yes ☐ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☒ No Does transfer include personal property? If yes, identify:

☐ Yes ☒ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only – Do Not Write Below This Line

Terminal Verification | Agricultural Verification | Whole | Part | Tran. Process Verification

Transfer Number | Date Received: | Deed Reference: | Assigned Property No.:

Year	20	20
Land		
Buildings		
Total		

Geo. | Map | Sub Div | Block
Zoning | Grid | Plat | Lot
Use | Parcel | Section | Occ. Cd.
Town Cd.

RECORDATION TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND
T.P. ART 12-108

REMARKS:

DOC# 2 3 4 5 6

Initial

Date 12-14-16

Distribution: ☐ Clerk's Office ☐ Office of Finance ☐ SDAT ☐ Preparer

AOC-CC-300 (5/2007)

16-6293

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 38394, p. 0300, MSA_CE62_38251. Date available 12/19/2016. Printed 02/22/2019.

DUPLICATE PAID RECEIPT
ACTUAL TIME 12/15/2016 12:10:17
REG MSOS MARYLAND
12/14/2016 #881231 RECEIPT
DEPT 7 701 RECORDATION TAXES
ACCOUNT NO 0308068640
$7,370.00 CA
$.00 CK
$7,370.00 Total
Baltimore County, Maryland
Date Printed for Property Validation

Sherry Nuffer

From: John E. Beverungen
Sent: Thursday, June 13, 2019 4:24 PM
To: Debra Wiley; Sherry Nuffer
Subject: FW: Case No. 2019-0264-SPH, See attached Motion to Dismiss
Attachments: ALJ-Motion to Dismiss-3200 Timberfield LLC-Addendum to Contract of Sale.pdf; ALJ-Motion to Dismiss-3200 Timberfield LLC.pdf

This is the case Larry is handling. I believe he already got copies of these motions. John.

From: Timothy M. Kotroco <tkotroco@gmail.com>
Sent: Tuesday, June 11, 2019 11:16 PM
To: John E. Beverungen <jbeverungen@baltimorecountymd.gov>
Cc: G. Nelson <gmacynelson@gmacynelson.com>
Subject: Case No. 2019-0264-SPH, See attached Motion to Dismiss

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

Dear Judge Beverungen,

I recently noticed that you issued two subpoenas for a hearing that is scheduled before your office this coming Monday, June 17th. I was hopeful that a resolution could have been reached with Mr. Nelson and his client but our attempts to resolve this matter have not yet proven successful.

As a consequence, I have attached my Motion to Dismiss this Special Hearing Petition for the reasons as stated within the attached Motion as well as the attached "Addendum to Residential Contract of Sale". You will note in my Motion as well as the attached Addendum, that the Petitioner in this case was made fully aware of all easements that impacted his property.

You will also note that my client paid the Petitioner $1,500.00 pursuant to paragraph 3 of that Addendum as compensation for his full cooperation with this minor subdivision process and for refraining from challenging the easements or minor subdivision process in the future.

I also direct your attention to paragraph 5 of the Addendum where the Petitioner agreed to a dispute resolution, that resolution being that any dispute that may arise regarding the subdivision of the property or any of the easements on this property would be submitted to the Beis Din for resolution.

For these reasons and for the reasons as stated in the attached Motion and attached Addendum, I respectfully request that the Special Hearing Petition be dismissed.

My client fully intends to continue to try to resolve the objections that the Petitioner has with the construction of the house on the lot behind his house. I will continue to work with Mr. Nelson in that regard.

I have copied all of the easements that are referenced in the Addendum. Those easements are many pages long and have not been attached to this email. I will hand deliver them to your office along with the attached Motion to dismiss and Addendum to Contract of Sale. I will also mail a copy to Mr. Nelson as well.

Thank you for your consideration of this request.

Tim K.
Timothy M. Kotroco, Esquire
305 Washington Ave., Suite 502
Towson, Maryland 21204
410-299-2943

This communication, including attachments, is confidential, may be subject to legal privileges, and is intended for the sole use of the addressee. Any use, duplication, disclosure or dissemination of this communication, other than by the addressee, is prohibited. If you have received this communication in error, please notify the sender immediately and delete or destroy this communication and all copies.

JB 6-7-19
1:30 PM

IN RE: 3200 Timberfield Lane East of Lightfoot Drive at the end of Timberfield Lane 3rd Election District – 2nd Councilmanic District Legal Owners: David & Esther Koshkarman	*	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS FOR BALTIMORE COUNTY Case No. 2019-0264-SPH

* * * * * * * * * * * *

AFFIDAVIT OF SERVICE

I certify that on May 24, 2019, I served Brett Williams, Development Review Planner, Baltimore County Department of Planning, with a subpoena. I have attached the return receipt signed by Louise Nelson. I have also attached a copy of the subpoena, the original of which I included in the certified mail service upon the Mr. Williams. I certify that I am over eighteen (18) years of age and I am not the Plaintiff or the Defendant.

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

5/31/19
Date

Linda D. DellaRose
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204
(410) 296-8166

RECEIVED
JUN 04 2019
OFFICE OF
ADMINISTRATIVE HEARINGS

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brett Williams, ~~Dev. Review Planner~~
Baltimore County Dept. of Planning
105 W. Chesapeake Ave., Suite 101
Towson, MD 21204

9590 9402 4125 8092 4056 91

2. Article Number *(Transfer from service label)*
7019 0160 0000 9397 7058

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Louise Nelson ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Louise Nelson C. Date of Delivery 5-24-19

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ [illegible]fail
- ☐ [illegible]fail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☒ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

IN RE: 3200 Timberfield Lane East of Lightfoot Drive at the end of Timberfield Lane 3rd Election District – 2nd Councilmanic District Legal Owners: David & Esther Koshkarman	*	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS FOR BALTIMORE COUNTY Case No. 2019-0264-SPH

* * * * * * * * * * * *

SUBPOENA

TO: Brett Williams, Development Review Planner
Baltimore County Department of Planning
105 West Chesapeake Avenue, Suite 101
Towson, Maryland 21204

You are hereby summoned and commanded to be and appear personally before the Administrative Law Judge for Baltimore County on Monday, June 17, 2019 at 1:30 p.m. in Room 205 of the Jefferson Building, 105 West Chesapeake Avenue, Towson, Maryland, regarding the above captioned matter.

Private Process Server:

Please process in accordance with Rule 4(c) of the Rules of Practice and Procedure before the Zoning Commissioner/Hearing Officer of Baltimore County.

ADMINISTRATIVE LAW JUDGE
FOR BALTIMORE COUNTY

Issued: May 23, 2019

cc: County Attorney, Baltimore County Office of Law,
400 Washington Ave., 2nd Floor, Towson, Maryland 21204
Counsel of Record

RECEIVED
MAY 23 2019
OFFICE OF
ADMINISTRATIVE HEARINGS

JB 6-17-19
1:30 PM

IN RE: 3200 Timberfield Lane East of Lightfoot Drive at the end of Timberfield Lane 3rd Election District – 2nd Councilmanic District Legal Owners: David & Esther Koshkarman	*	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS FOR BALTIMORE COUNTY Case No. 2019-0264-SPH

* * * * * * * * * * * *

AFFIDAVIT OF SERVICE

I certify that on May 24, 2019, I served Jenifer Nugent, Chief-Development Review and Strategic Planning, Baltimore County Department of Planning with a subpoena. I have attached the return receipt signed by Louise Nelson. I have also attached a copy of the subpoena, the original of which I included in the certified mail service upon the Ms. Nugent. I certify that I am over eighteen (18) years of age and I am not the Plaintiff or the Defendant.

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

5/31/19
Date

Linda D. DellaRose

Linda D. DellaRose
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204
(410) 296-8166

RECEIVED
JUN 04 2019
OFFICE OF
ADMINISTRATIVE HEARINGS

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jenifer Nugent, Chief-Development
Review and Strategic Planning
Baltimore County Dept. of Planning
105 W. Chesapeake Ave., Suite 101
Towson, MD 21204

9590 9402 4125 8092 4057 07

2. Article Number *(Transfer from service label)*

7019 0160 0000 9397 7072

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Louise Nelson C. Date of Delivery 5-24-19

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ [illegible]ail
- ☐ [illegible]ail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

COPY

IN RE: 3200 Timberfield Lane East of Lightfoot Drive at the end of Timberfield Lane 3rd Election District – 2nd Councilmanic District Legal Owners: David & Esther Koshkarman	*	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS FOR BALTIMORE COUNTY Case No. 2019-0264-SPH

* * * * * * * * * * * *

SUBPOENA

TO: Jenifer Nugent, Chief-Development Review and Strategic Planning
Baltimore County Department of Planning
105 West Chesapeake Avenue, Suite 101
Towson, Maryland 21204

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ADMINISTRATIVE LAW JUDGE
FOR BALTIMORE COUNTY

Issued: May 23, 2019

cc: County Attorney, Baltimore County Office of Law,
400 Washington Ave., 2nd Floor, Towson, Maryland 21204
Counsel of Record

RECEIVED
MAY 23 2019
OFFICE OF
ADMINISTRATIVE HEARINGS

IN RE: 3200 Timberfield Lane East of Lightfoot Drive at the end of Timberfield Lane 3rd Election District – 2nd Councilmanic District Legal Owners: David & Esther Koshkarman	*	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS FOR BALTIMORE COUNTY Case No. 2019-0264-SPH

* * * * * * * * * * * *

SUBPOENA

TO: Brett Williams, Development Review Planner
Baltimore County Department of Planning
105 West Chesapeake Avenue, Suite 101
Towson, Maryland 21204

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ADMINISTRATIVE LAW JUDGE
FOR BALTIMORE COUNTY

Issued: May 23, 2019

cc: County Attorney, Baltimore County Office of Law,
400 Washington Ave., 2nd Floor, Towson, Maryland 21204
Counsel of Record

RECEIVED
MAY 23 2019
OFFICE OF
ADMINISTRATIVE HEARINGS

IN RE: 3200 Timberfield Lane East of Lightfoot Drive at the end of Timberfield Lane 3rd Election District – 2nd Councilmanic District Legal Owners: David & Esther Koshkarman	*	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS FOR BALTIMORE COUNTY Case No. 2019-0264-SPH

* * * * * * * * * * * *

SUBPOENA

TO: Jenifer Nugent, Chief-Development Review and Strategic Planning
Baltimore County Department of Planning
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Towson, Maryland 21204

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ADMINISTRATIVE LAW JUDGE
FOR BALTIMORE COUNTY

Issued: May 23, 2019

cc: County Attorney, Baltimore County Office of Law,
400 Washington Ave., 2nd Floor, Towson, Maryland 21204
Counsel of Record

RECEIVED
MAY 23 2019
OFFICE OF
ADMINISTRATIVE HEARINGS

CERTIFICATE OF POSTING

RECEIVED
MAY 06 2019
OFFICE OF
ADMINISTRATIVE HEARINGS

April 15, 2019 (amended May 03, 2019)

Re:
Zoning Case No. 2019-0264-SPH
Legal Owner: David & Esther Koshkarman
Hearing date: May 6, 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 3200 Timberfield Lane.

The signs were posted on April 15, 2019.

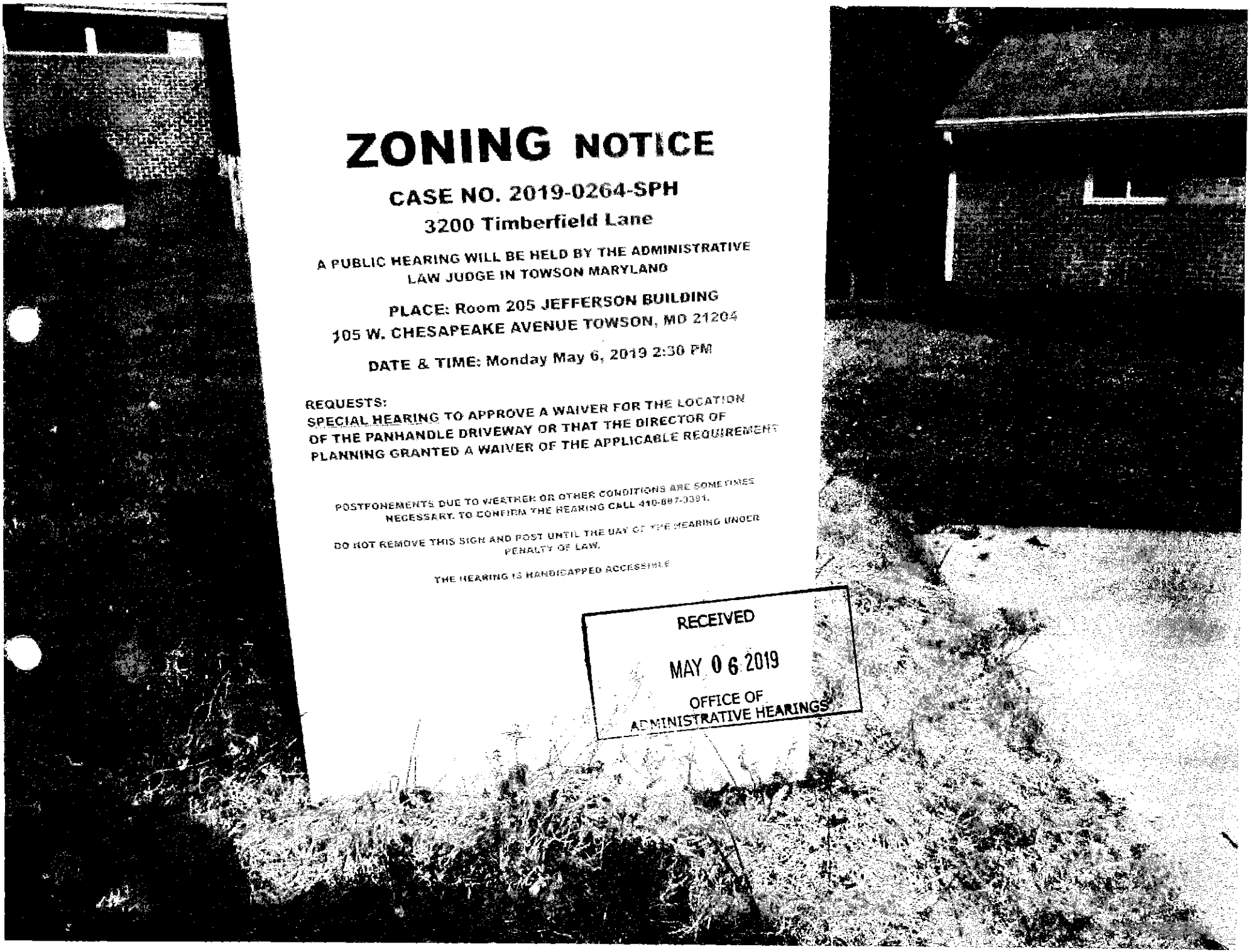
The signs were inspected again on May 03, 2019.

Sincerely,

Bruce E. Doak
MD Property Line Surveyor #531

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

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. 2019-0264-SPH

3200 Timberfield 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: Monday May 6, 2019 2:30 PM

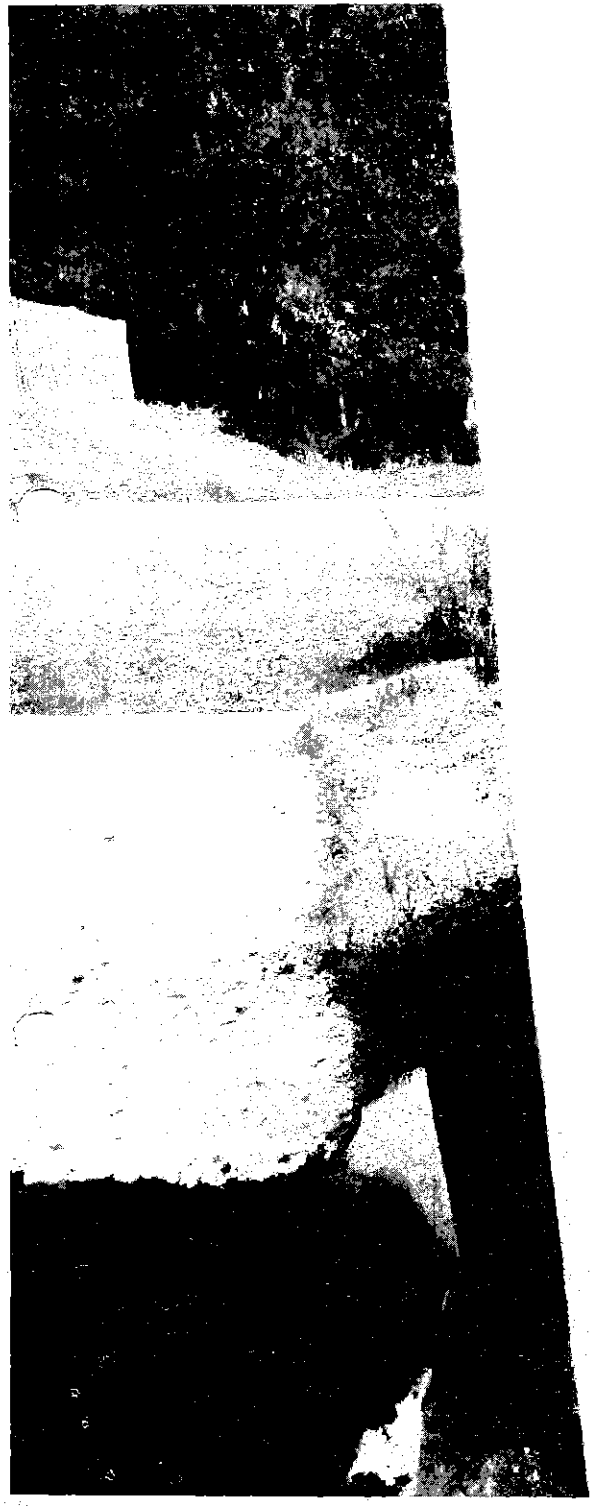
REQUESTS:
SPECIAL HEARING TO APPROVE A WAIVER FOR THE LOCATION OF THE PANHANDLE DRIVEWAY OR THAT THE DIRECTOR OF PLANNING GRANTED A WAIVER OF THE APPLICABLE REQUIREMENTS

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

RECEIVED
MAY 06 2019
OFFICE OF
ADMINISTRATIVE HEARINGS



ZONING NOTICE

CASE NO. 2019-0264-SPH

3200 Timberfield Lane

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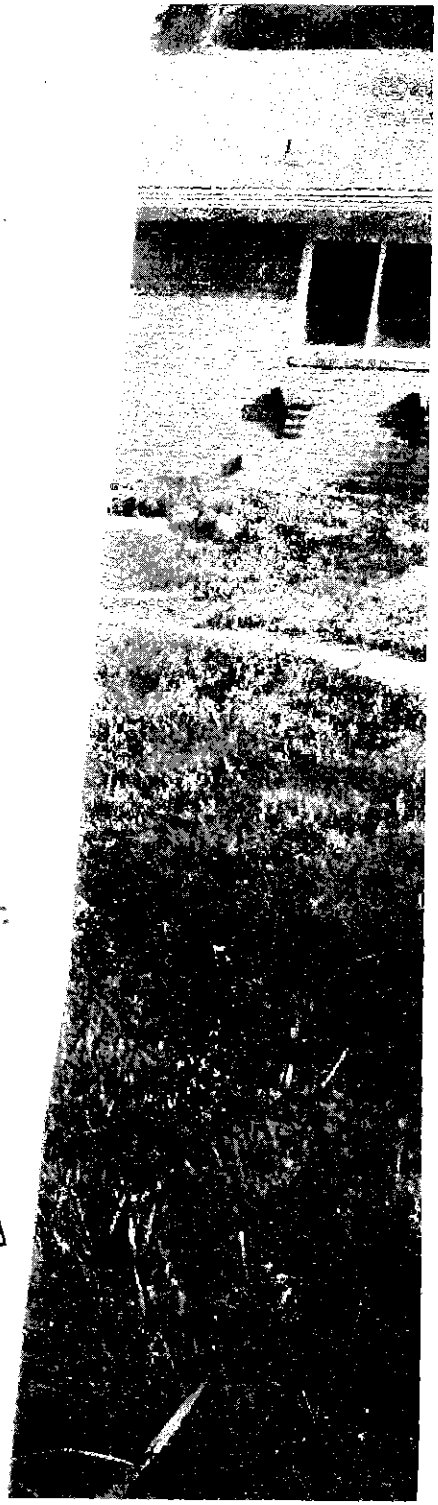
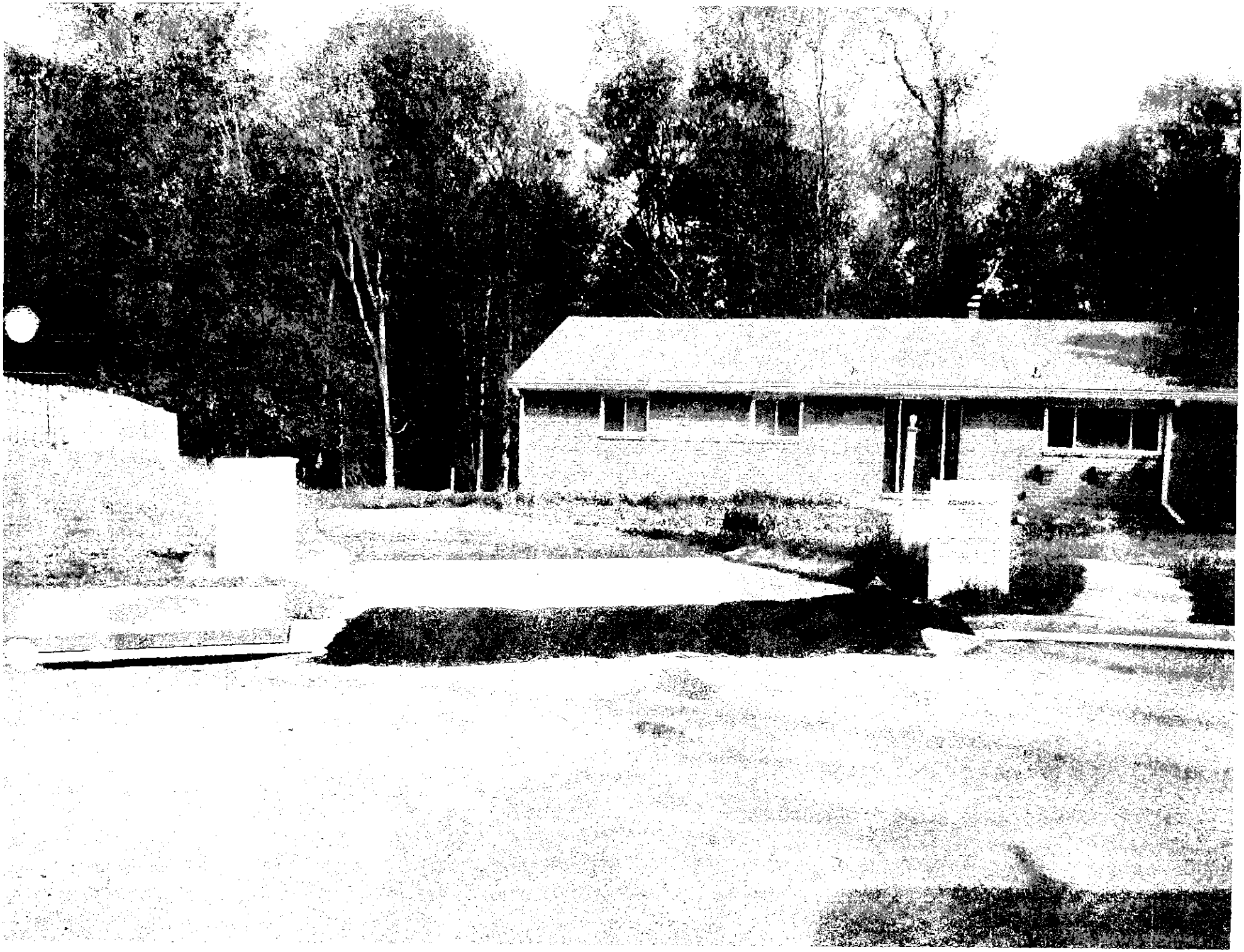
ADMINISTRATIVE HEARINGS

RECEIVED
ADMINISTRATIVE HEARINGS





JB 5-21-19 (2)
1:30 PM

Debra Wiley

From: Bruce Doak <bdoak@bruceedoakconsulting.com>
Sent: Friday, May 3, 2019 9:51 PM
To: Sherry Nuffer
Cc: Administrative Hearings
Subject: Case #2019-0264-SPH posting cert
Attachments: Posting cert 5 03 19.pdf

Bruce

Bruce E. Doak Consulting
410-419-4906
bdoak@bruceedoakconsulting.com
3801 Baker Schoolhouse Road
Freeland, MD 21053

RECEIVED
MAY 06 2019
OFFICE OF
ADMINISTRATIVE HEARINGS

5-6-19
2:30 PM

IN RE: 3200 Timberfield Lane East of Lighfoot Drive at the end of Timberfield Lane 3rd Election District – 2nd Councilmanic District Legal Owners: David & Esther Koshkarman	*	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS FOR BALTIMORE COUNTY Case No. 2019-0264-SPH

* * * * * * * * * * * *

AFFIDAVIT OF SERVICE

I certify that on April 24, 2019, I served Jenifer Nugent, Chief-Development Review and Strategic Planning, Baltimore County Department of Planning with a subpoena. I have attached the return receipt signed by S. Stamos. I have also attached a copy of the subpoena, the original of which I included in the certified mail service upon the Ms. Nugent. I certify that I am over eighteen (18) years of age and I am not the Plaintiff or the Defendant.

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

4-30-19
Date

Linda D. DellaRose

Linda D. DellaRose
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204
(410) 296-8166

RECEIVED
MAY 01 2019
OFFICE OF
ADMINISTRATIVE HEARINGS

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jenifer Nugent, Chief-Development
Review and Strategic Planning
Baltimore County Dept. of Planning
105 W. Chesapeake Ave., Suite 101
Towson, MD 21204

9590 9402 4125 8092 4057 52

2. Article Number *(Transfer from service label)*

7016 1370 0002 1573 9637

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X S. Stamas ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* S. Stamas

C. Date of Delivery 4/24/19

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- Mail Restricted Delivery
- 00)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

IN RE: 3200 Timberfield Lane East of Lighfoot Drive at the end of Timberfield Lane 3rd Election District – 2nd Councilmanic District Legal Owners: David & Esther Koshkarman	*	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS FOR BALTIMORE COUNTY Case No. 2019-0264-SPH

* * * * * * * * * * * *

SUBPOENA

TO: Jenifer Nugent, Chief-Development Review and Strategic Planning
Baltimore County Department of Planning
105 West Chesapeake Avenue, Suite 101
Towson, Maryland 21204

You are hereby summoned and commanded to be and appear personally before the Administrative Law Judge for Baltimore County on Monday, May 6, 2019 at 2:30 p.m. in Room 205 of the Jefferson Building, 105 West Chesapeake Avenue, Towson, Maryland, regarding the above captioned matter.

Private Process Server:

Please process in accordance with Rule 4(c) of the Rules of Practice and Procedure before the Zoning Commissioner/Hearing Officer of Baltimore County.

RECEIVED
APR 18 2019
OFFICE OF
ADMINISTRATIVE HEARINGS

ADMINISTRATIVE LAW JUDGE
FOR BALTIMORE COUNTY

Issued: April 18, 2019

cc: County Attorney, Baltimore County Office of Law,
400 Washington Ave., 2nd Floor, Towson, Maryland 21204
Counsel of Record

5-6-19
2:30 PM

IN RE: 3200 Timberfield Lane East of Lighfoot Drive at the end of Timberfield Lane 3rd Election District – 2nd Councilmanic District Legal Owners: David & Esther Koshkarman	*	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS FOR BALTIMORE COUNTY Case No. 2019-0264-SPH

* * * * * * * * * * * *

AFFIDAVIT OF SERVICE

I certify that on April 24, 2019, I served Brett Williams, Development Review Planner, Baltimore County Department of Planning, with a subpoena. I have attached the return receipt signed by S. Stamos. I have also attached a copy of the subpoena, the original of which I included in the certified mail service upon the Mr. Williams. I certify that I am over eighteen (18) years of age and I am not the Plaintiff or the Defendant.

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

4-30-19
Date

Linda D. DellaRose

Linda D. DellaRose
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204
(410) 296-8166

RECEIVED
MAY 01 2019
OFFICE OF
ADMINISTRATIVE HEARINGS

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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brett Williams, Dev.Review Planner
Baltimore County Dept. of Planning
105 W. Chesapeake Ave., Suite 101
Towson, MD 21204

9590 9402 4125 8092 4057 45

2. Article Number *(Transfer from service label)*

7016 1370 0002 1573 9644

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X S. Stamos ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* S Stamos

C. Date of Delivery 4/24/19

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ [illegible]ail
- [illegible]all Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

IN RE: 3200 Timberfield Lane East of Lightfoot Drive at the end of Timberfield Lane 3rd Election District – 2nd Councilmanic District Legal Owners: David & Esther Koshkarman	*	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS FOR BALTIMORE COUNTY Case No. 2019-0264-SPH

* * * * * * * * * * *

SUBPOENA

TO: Brett Williams, Development Review Planner
Baltimore County Department of Planning
105 West Chesapeake Avenue, Suite 101
Towson, Maryland 21204

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Please process in accordance with Rule 4(c) of the Rules of Practice and Procedure before the Zoning Commissioner/Hearing Officer of Baltimore County.

RECEIVED
APR 18 2019
OFFICE OF
ADMINISTRATIVE HEARINGS

ADMINISTRATIVE LAW JUDGE
FOR BALTIMORE COUNTY

Issued: April 18, 2019

cc: County Attorney, Baltimore County Office of Law,
400 Washington Ave., 2nd Floor, Towson, Maryland 21204
Counsel of Record

JOHN A. OLSZEWSKI, JR.
County Executive

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

May 1, 2019

G. Macy Nelson
401 Washington Ave Suite 803
Towson MD 21204

RE: Case Number: 2019-0264-SPH, 3200 Timberfield 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 08, 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,

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR/kl

Enclosures

c: People's Counsel
David & Esther Koshkarman 3200 Timberfield Lane Pikesville MD 21208

5-6

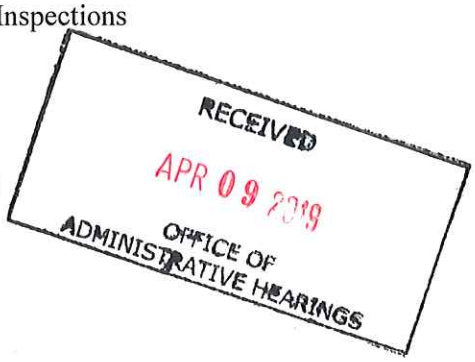
BALTIMORE COUNTY, MARYLAND
INTER-OFFICE MEMORANDUM

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

DATE: 4/5/2019

FROM: Jeff Mayhew
Acting Director, Department of Planning

SUBJECT: **ZONING ADVISORY COMMITTEE COMMENTS**
Case Number: 19-264



INFORMATION:
Property Address: 3200 Timberfield Lane
Petitioner: David Koshkarman
Zoning: DR 2
Requested Action: Special Hearing

The Department of Planning has reviewed the petition for special hearing to determine whether or not the administrative Law Judge should approve the zoning relief as detailed on the attachment submitted in support of the petition.

A site visit was conducted on March 21, 2019.

The Department will concur with the decision of the Administrative Law Judge subsequent to the public hearing.

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

Prepared by:

Lloyd T. Moxley

Division Chief:

Jenifer G. Nugent

JM/JGN/LTM/

c: Bill Skibinski
G. Macy Nelson
Office of the Administrative Hearings
People's Counsel for Baltimore County

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

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

DATE: March 29, 2019

FROM: 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

5-6

BALTIMORE COUNTY, MARYLAND

Inter-Office Correspondence

RECEIVED
MAR 29 2019
ADMINISTRATIVE HEARINGS

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

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

DATE: March 20, 2019

SUBJECT: DEPS Comment for Zoning Item # 2019-0264-SPH
Address 3200 Timberfield Lane
(Koshkarman Property)

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

X The Department of Environmental Protection and Sustainability offers the following comments on the above-referenced zoning item:

X Development of the property must comply with the Regulations for the Protection of Water Quality, Streams, Wetlands and Floodplains (Sections 33-3-101 through 33-3-120 of the Baltimore County Code).

X Development of this property must comply with the Forest Conservation Regulations (Sections 33-6-101 through 33-6-122 of the Baltimore County Code).

Additional Comments:
Any revision to the use-in-common driveway that would result in new impacts Forest Conservation Easement, Forest Buffer Easement or specimen trees will require approval by EPS prior to revising the minor subdivision plat or grading permit.

Reviewer: Glenn Shaffer

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. 2019-0264-SPH
Special Hearing
David Kash Kaufman, Esther Kosh Kaufman
3200 Timberfield 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,

Richard Zeller

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

WW/RAZ

Debra Wiley

From: Debra Wiley
Sent: Wednesday, May 1, 2019 12:55 PM
To: Jenifer G. Nugent; Brett Williams
Subject: FW: 3200 Timberfield Lane - Case No. 2019-0264-SPH
Attachments: Letters to Nugent and Williams 4.30.19.pdf

Good Afternoon,

In the event you haven't received notice, please see attached which is now cancelled and there is no need for your attendance on May 6th.

Please let me know if you have any concerns or questions.

Thanks.

From: Linda DellaRose <linda@gmacynelson.com>
Sent: Wednesday, May 1, 2019 12:16 PM
To: Debra Wiley <dwiley@baltimorecountymd.gov>
Subject: 3200 Timberfield Lane

Debbie – let me know if you need anything else. Again, if and when we hear of a new date, I'll email you.

Linda

Linda DellaRose
Legal Assistant
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204
(410) 296-8166 ext. 107
Email: linda@gmacynelson.com
www.gmacynelson.com

LAW OFFICE OF
G. MACY NELSON, LLC

G. MACY NELSON*
(410) 296-8166 EXT. 290
gmacynelson@gmacynelson.com

401 WASHINGTON AVENUE, SUITE 803
TOWSON, MARYLAND 21204
www.gmacynelson.com

*Also admitted in D.C.

April 30, 2019

Brett Williams, Development Review Planner
Baltimore County Department of Planning
105 West Chesapeake Avenue, Suite 101
Towson, Maryland 21204

Re: Case No. 2019-0264-SPH
3200 Timberfield Lane

Dear Mr. Williams:

On April 30, 2019, I learned that the above-captioned case has been postponed. Apparently there was some issue with how the County posted notice of the case online. I should learn next week the date for the rescheduled hearing. When I know that date, I will report that date to you.

I shall keep you advised.

Very truly yours,

G. Macy Nelson

GMN:ldr

LAW OFFICE OF
G. MACY NELSON, LLC

G. MACY NELSON*
(410) 296-8166 EXT. 290
gmacynelson@gmacynelson.com

401 WASHINGTON AVENUE, SUITE 803
TOWSON, MARYLAND 21204
www.gmacynelson.com

*Also admitted in D.C.

April 30, 2019

Jenifer Nugent, Chief-Development Review
And Strategic Planning
Baltimore County Department of Planning
105 West Chesapeake Avenue, Suite 101
Towson, Maryland 21204

Re: Case No. 2019-0264-SPH
3200 Timberfield Lane

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GMN:ldr

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Attachments: Letters to Nugent and Williams 4.30.19.pdf

Debbie – let me know if you need anything else. Again, if and when we hear of a new date, I'll email you.

Linda

Linda DellaRose
Legal Assistant
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204
(410) 296-8166 ext. 107
Email: linda@gmacynelson.com
www.gmacynelson.com

2019-0264

Sherry Nuffer

From: Mike Mohler
Sent: Tuesday, April 23, 2019 10:59 AM
To: Sherry Nuffer; Timothy M. Kotroco
Cc: Kristen L Lewis
Subject: RE: Hearing scheduled for May 6th at 2:30 pm not posted on County's internet

I agree to postpone

From: Sherry Nuffer <snuffer@baltimorecountymd.gov>
Sent: Tuesday, April 23, 2019 9:40 AM
To: Mike Mohler <mmohler@baltimorecountymd.gov>
Cc: Kristen L Lewis <klewis@baltimorecountymd.gov>
Subject: FW: Hearing scheduled for May 6th at 2:30 pm not posted on County's internet

Mr. Kotroco contacted me this morning and asked me to verify (he looked and found no events) if this case was posted on the county web site.

It was not. Therefore, he is requesting a postponement.

Since it is outside the 5 days the postponement requested needs to come to you.

Should you have any questions or concerns, please feel free to contact me.

Thank you,

Sherry

From: Tim Kotroco <tkotroco@gmail.com>
Sent: Tuesday, April 23, 2019 9:31 AM
To: Sherry Nuffer <snuffer@baltimorecountymd.gov>
Cc: KotrocoTowsonPrinter <eci29ops99@hpeprint.com>
Subject: Hearing scheduled for May 6th at 2:30 pm not posted on County's internet

Dear Mrs. Nuffer,

Thank you for talking with me on the phone today and discussing the zoning hearings which are scheduled for May 6th, 2019.

You verified, by checking on your own computer that the hearing scheduled for May 6th at 2:30 p.m., (property owners are the Koshkarmans), has not been posted on the County's internet and therefore is not in compliance with the posting requirements per the county code.

I am hereby requesting that the case be postponed and set for another day when the posting requirements can be satisfied.

Thank you for your attention to this matter.

Regards,

Tim Kotroco

Timothy M. Kotroco, Esq.
305 Washington Ave. Suite 502
Towson, MD 21204
Cell: 410-299-2943

JB 5-6-19
2:30 PM

IN RE: 3200 Timberfield Lane East of Lightfoot Drive at the end of Timberfield Lane 3rd Election District – 2nd Councilmanic District Legal Owners: David & Esther Koshkarman	*	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS FOR BALTIMORE COUNTY Case No. 2019-0264-SPH

* * * * * * * * * * * *

SUBPOENA

TO: Brett Williams, Development Review Planner
Baltimore County Department of Planning
105 West Chesapeake Avenue, Suite 101
Towson, Maryland 21204

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Private Process Server:

Please process in accordance with Rule 4(c) of the Rules of Practice and Procedure before the Zoning Commissioner/Hearing Officer of Baltimore County.

RECEIVED
APR 18 2019
OFFICE OF
ADMINISTRATIVE HEARINGS

ADMINISTRATIVE LAW JUDGE
FOR BALTIMORE COUNTY

Issued: April 18, 2019

cc: County Attorney, Baltimore County Office of Law,
400 Washington Ave., 2nd Floor, Towson, Maryland 21204
Counsel of Record

JB 5-6-19 2:30 PM

IN RE: 3200 Timberfield Lane East of Lighfoot Drive at the end of Timberfield Lane 3rd Election District – 2nd Councilmanic District Legal Owners: David & Esther Koshkarman	*	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS FOR BALTIMORE COUNTY Case No. 2019-0264-SPH

* * * * * * * * * * * *

SUBPOENA

TO: Jenifer Nugent, Chief-Development Review and Strategic Planning
Baltimore County Department of Planning
105 West Chesapeake Avenue, Suite 101
Towson, Maryland 21204

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ADMINISTRATIVE HEARINGS

ADMINISTRATIVE LAW JUDGE
FOR BALTIMORE COUNTY

Issued: April 18, 2019

cc: County Attorney, Baltimore County Office of Law,
400 Washington Ave., 2nd Floor, Towson, Maryland 21204
Counsel of Record

The Daily Record

11 East Saratoga Street
Baltimore, MD 21202-2199
(443) 524-8100
http://www.thedailyrecord.com

Order #: 11728077
Case #: 2019-0264-SPH
Description:

NOTICE OF ZONING HEARING - CASE NUMBER: 2019-0264-SPH

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:

4/16/2019

Darlene Miller

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: 2019-0264-SPH
3200 Timberfield Lane
East of Lightfoot Drive at the end of Timberfield lane
3rd Election District - 2nd Councimanic District
Legal Owners: David & Esther Koshkarman

Special Hearing to approve a waiver for the location of the panhandle driveway or that the Director or Planning granted a waiver of the applicable requirement.

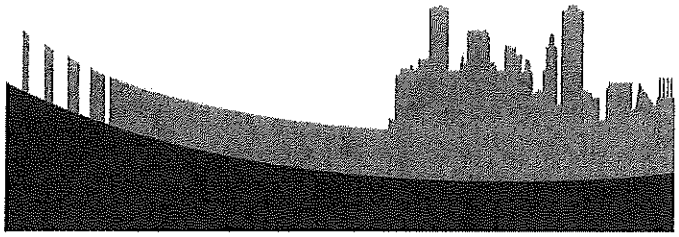
Hearing: Monday, May 6, 2019 at 2:30 p.m. in Room 205, Jefferson Building, 105 West Chesapeake Avenue, Towson 21204

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.

ap16



CERTIFICATE OF POSTING

April 15, 2019 (amended _____)

Re:
Zoning Case No. 2019-0264-SPH
Legal Owner: David & Esther Koshkarman
Hearing date: May 6, 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 **3200 Timberfield Lane.**

The signs were posted on **April 15, 2019.**

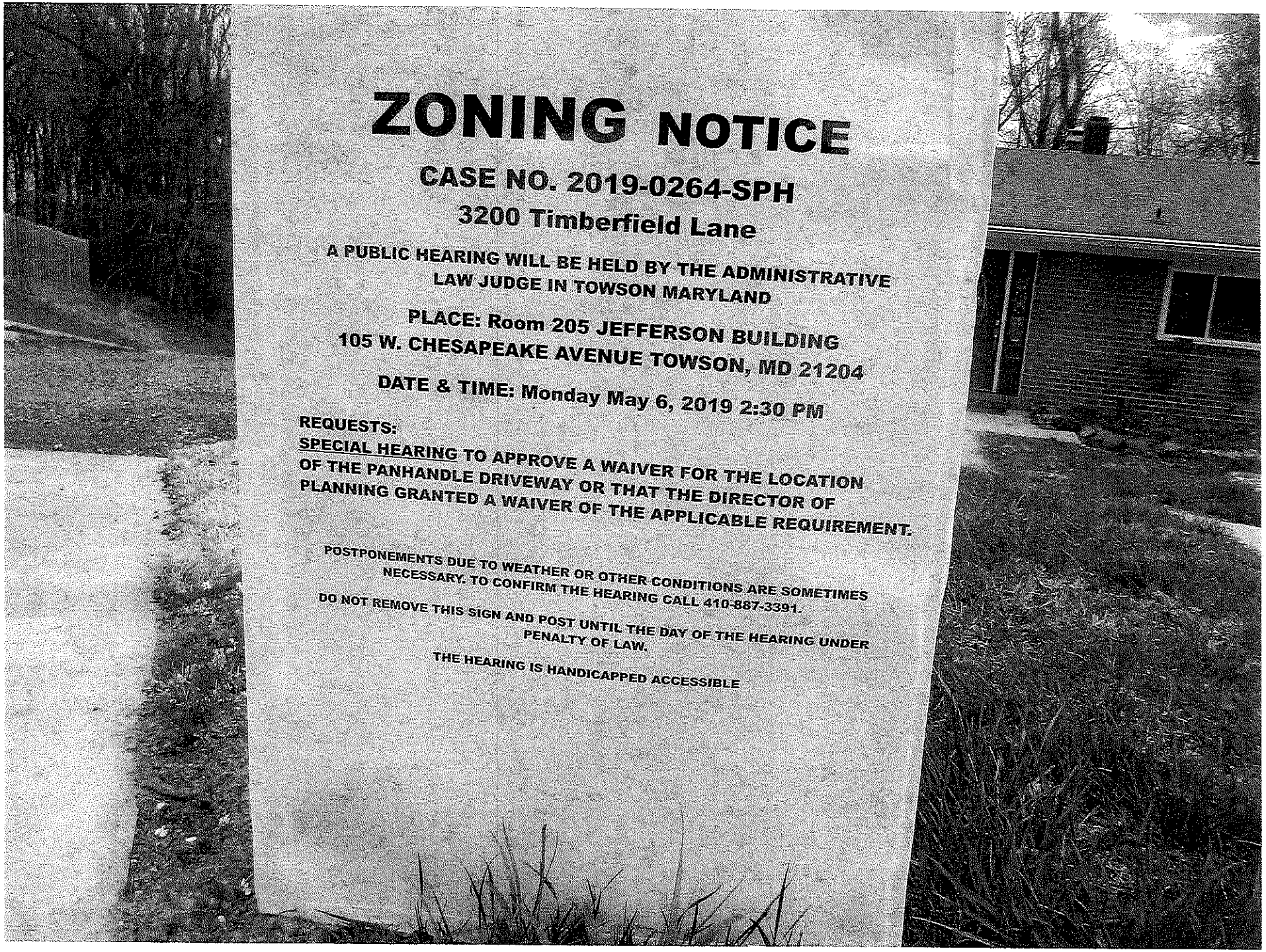
The signs were inspected again on _____.

Sincerely,

Bruce E. Doak
MD Property Line Surveyor #531

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

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. 2019-0264-SPH
3200 Timberfield 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: Monday May 6, 2019 2:30 PM
REQUESTS:
SPECIAL HEARING TO APPROVE A WAIVER FOR THE LOCATION OF THE PANHANDLE DRIVEWAY OR THAT THE DIRECTOR OF PLANNING GRANTED A WAIVER OF THE APPLICABLE REQUIREMENT.
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

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

ZONING NOTICE

JOHN A. OLSZEWSKI, JR.
County Executive

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

April 8, 2019

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: 2019-0264-SPH
3200 Timberfield Lane
East of Lightfoot Drive at the end of Timberfield lane
3rd Election District – 2nd Councimanic District
Legal Owners: David & Esther Koshkarman

Special Hearing to approve a waiver for the location of the panhandle driveway or that the Director or Planning granted a waiver of the applicable requirement.

Hearing: Monday, May 6, 2019 at 2:30 p.m. in Room 205, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204

Mike Mohler
Director

MM:kl

C: G. Macy Nelson, 401 Washington Avenue, Ste. 803, Towson 21204
Mr. & Mrs. Koshkarman, 3200 Timberfield Lane, Pikesville 21208

NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY TUESDAY, APRIL 16, 2019.**
(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.
(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

RE: PETITION FOR SPECIAL HEARING 3200 Timberfield Lane; E of Lightfoot Road, at the end of Timberfield Lane 3rd Election & 2nd Councilmanic Districts Legal Owner(s): David & Ester Koshkarman Petitioner(s)	*	BEFORE THE OFFICE OF ADMINSTRATIVE HEARINGS FOR BALTIMORE COUNTY 2019-264-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

RECEIVED
MAR 13 2019

Carole S Demilio

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 13th day of March, 2019, a copy of the foregoing Entry of Appearance was mailed to G. Macy Nelson, Esquire, 401 Washington Avenue, Suite 803, Towson, Maryland 21204, Attorney for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

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 3200 Timberfield Lane; Pikesville, MD 21208 **which is presently zoned** DR-2

Deed References: Bk. 37384, pg. 19; Bk. 38394 pg. 295 10 Digit Tax Account # 0 3 0 8 0 6 8 6 4 0

Property Owner(s) Printed Name(s) David Koshkarman, Esther Koshkarman

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

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

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

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

3. ____ **a Variance** from Section(s)

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

Property is to be posted and advertised as prescribed by the zoning regulations.
I, or we, agree to pay expenses of above petition(s), advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.
Legal Owner(s) Affirmation: I / we do so solemnly declare and affirm, under the penalties of perjury, that I / We are the legal owner(s) of the property which is the subject of this / these Petition(s).

Contract Purchaser/Lessee:

Name- Type or Print

Signature

Mailing Address City State

Zip Code Telephone # Email Address

Legal Owners (Petitioners):

David Koshkarman / Esther Koshkarman

Name #1 – Type or Print Name #2 – Type or Print

Signature #1 / Signature # 2

3200 Timberfield Lane Pikesville MD

Mailing Address City State

21208 / 410-982-1818 / dkoshkarman@gmail.com

Zip Code Telephone # Email Address

Attorney for Petitioner:

G. Macy Nelson

Name- Type or Print

Signature

401 Washington Ave., Suite 803 Towson MD

Mailing Address City State

21204 / 410-296-8166 ex. 390 / gmacynelson@gmacynelson.com

Zip Code Telephone # Email Address

Representative to be contacted:

Name – Type or Print

Signature

Mailing Address City State

Zip Code Telephone # Email Address

ORDER RECEIVED FOR FILING
Date 6/27/19
By DLA

CASE NUMBER 2019-0264-SPH **Filing Date** 3/8/19 **Do Not Schedule Dates:** _____ **Reviewer** RJ

REV. 10/4/11

2019-0264-SPH

ADVERTISING

Roz Johnson

From: Roz Johnson
Sent: Friday, March 08, 2019 11:37 AM
To: 'G. Macy Nelson'
Subject: RE: 3200 Timberfield Lane; Case no. 2019-0264-SPH

Thanks. Our office will publish in the newspaper and I will forward this message for our Admin to use for publication. You will be notified of when to contact the sign posters.

From: G. Macy Nelson [mailto:gmacynelson@gmacynelson.com]
Sent: Friday, March 08, 2019 11:18 AM
To: Roz Johnson <rvjohnson@baltimorecountymd.gov>
Subject: RE: 3200 Timberfield Lane; Case no. 2019-0264-SPH

Roz,

I have inserted below the summary of the basis for the Petition. Please use this language in the notice. (I copied the Conclusion from my memorandum.) If you need anything else, please let me know. Thanks.

-Macy

The ALJ should grant the Petition for Special Hearing and order that the proposed road for ingress and egress to the back lot is illegal because the road is not on an in-fee strip and because the ALJ did not approve the access in accordance with BCC, section 32-4-409(c) and the Director did not grant a waiver in accordance with section 32-4-409(k). The ALJ should also order that the road is illegal because it violates the applicable setback requirement.

-Macy Nelson

G. Macy Nelson
401 Washington Avenue, Suite 803

Towson, Maryland 21204
410-296-8166, ex. 290
Mobile 443-326-8749
Email gmacynelson@gmacynelson.com
www.gmacynelson.com

From: Roz Johnson [mailto:rvjohnson@baltimorecountymd.gov]
Sent: Friday, March 8, 2019 11:05 AM
To: G. Macy Nelson
Subject: 3200 Timberfield Lane; Case no. 2019-0264-SPH

Dear Mr. Nelson,

It was brought to my attention that we need a brief synopsis of what would go on the advertising. Please send me an email of what you would like to describe as the reason for the petition.
Please note that advertising is charged per character and if I send it as is, the entire exhibit A will be published.

I suggest using the conclusion in your Exhibit A or an abbreviate version such as in the attached file.

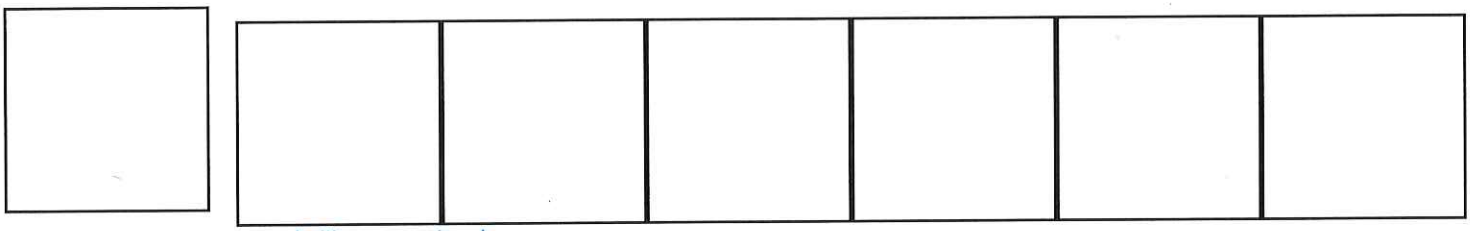
In either case, I need for you to send what you want to say in writing.

Call me at 410-887-3391 if you have any questions.

Yours truly,

Roz Johnson
Planner, Zoning Review

CONNECT WITH BALTIMORE COUNTY



www.baltimorecountymd.gov

2019-0264-SPH

Attachment A

Introduction

This case concerns the legality of a panhandle driveway through a front lot to serve a rear lot in the DR-2 zone. Baltimore County Code ("BCC"), section 32-4-409 governs panhandle driveways. The proposed panhandle driveway is on a right-of-way, not an in-fee strip. The easement for the right-of-way passes within inches of the house on the front lot. The record does not include evidence that the Administrative Law Judge ("ALJ") approved the location of the panhandle driveway or that the Director of Planning ("Director") granted a waiver of the applicable requirements in BCC, section 32-4-409.

Summary of Law

BCC, section 32-4-409(b) allows "a panhandle lot if the lot includes an in-fee strip of land for access to the local street." BCC, section 32-4-409(c) provides an exception to the requirement for using an in-fee strip for a panhandle driveway: "In cases where a right-of-way has been established before the submission of the Development Plan, the Hearing Officer [ALJ] may approve access to the local street or collector street through the existing right-of-way instead of an in-fee strip."

BCC, section 32-4-409(k) also authorizes the Director to waive certain provisions of section 32-4-409. Section 32-4-409(k) provides:

> (k) *Waiver.* Except as provided in subsections (d) and (e) of this section, the Director of Planning may grant a waiver from any provision in this section or title if the Director finds:
>
> (1) That the size, scope, and nature of the subdivision of land into three or fewer lots for residential single-family dwellings does not justify strict compliance with this section;

(2) That a waiver would be within the scope, purpose, and intent of this section; and

(3) Compliance with all other county ordinances and regulations.

Baltimore County Zoning Regulations ("ZR"), section 1B01.2.C.1.b sets forth the various setback requirements for the DR-2 zone, including the requirement that any private road be at least thirty feet from a single-family residence.

Issues

1. Whether access to a rear lot by an easement for a right-of-way through a front lot violates BCC, section 32-4-409(b)'s requirement for an in-fee strip "for access to the local street" absent approval by the ALJ in accordance with BCC, section 32-4-409(c) and absent the Director's waiver in accordance with section 32-4-409(k).

2. Whether the location for the proposed access road to the rear lot violates any applicable setback requirement.

Statement of Facts

This case concerns 3.085 acres of DR-2 zoned land at the eastern end of Timberfield Lane in Baltimore County ("Subject Property"). The Subject Property is improved with a single-family house located at 3200 Timberfield Lane on the southeast side of the cul-de-sac. The aerial photograph below depicts the Subject Property, including 3200 Timberfield Lane, and the surrounding neighborhood:

CASE NO. 2019- 0264-SPH

CHECKLIST

Comment Received	Department	Support/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 _____)	Comment
_____	FIRE DEPARTMENT	_____
4/5	PLANNING (if not received, date e-mail sent _____)	Comment
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: 4/16/19

SIGN POSTING (1st) Date: 4/15/19 by Doak

SIGN POSTING (2nd) Date: 5/3/19 by Doak

PEOPLE'S COUNSEL APPEARANCE Yes ☒ No ☐

PEOPLE'S COUNSEL COMMENT LETTER Yes ☐ No ☐

Comments, if any: _____

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE MEMORANDUM

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

DATE: 4/5/2019

FROM: Jeff Mayhew
Acting Director, Department of Planning

SUBJECT: **ZONING ADVISORY COMMITTEE COMMENTS**
Case Number: 19-264

INFORMATION:
Property Address: 3200 Timberfield Lane
Petitioner: David Koshkarman
Zoning: DR 2
Requested Action: Special Hearing

The Department of Planning has reviewed the petition for special hearing to determine whether or not the administrative Law Judge should approve the zoning relief as detailed on the attachment submitted in support of the petition.

A site visit was conducted on March 21, 2019.

The Department will concur with the decision of the Administrative Law Judge subsequent to the public hearing.

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

Prepared by:
Lloyd T. Moxley

Division Chief:
Jenifer G. Nugent

JM/JGN/LTM/

c: Bill Skibinski
G. Macy Nelson
Office of the Administrative Hearings
People's Counsel for Baltimore County

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

No. 181951

Date: MARCH 8, 2019

Fund	Dept	Unit	Sub Unit	Rev Source/ Obj	Sub Rev/ Sub Obj	Dept Obj	BS Acct	Amount
001	806	0000		6150				75.00

Total: $75.00

Rec From: G. MACY NELSON - 3200 TIMBERFIELD LANE

For: SPECIAL HEARING - CASE NO. 2019-0264-SPH

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

PAID RECEIPT
BUSINESS ACTUAL TIME
3/11/2019 3/08/2019 10:18:33
REG WS01 WALKIN LJR
RECEIPT # 836378 3/08/2019
Dept 5 528 ZONING VERIFICATION
CR NO. 181951
Recpt Tot $ 75.00
75.00 CK .00 CA
Baltimore County, Maryland

CASHIER'S VALIDATION

LAW OFFICE OF
G. MACY NELSON, LLC
SUITE 803
401 WASHINGTON AVENUE
TOWSON, MARYLAND 21204

The Office of Administrative Hearings
Jefferson Building, Suite 103
105 W. Chesapeake Avenue
Towson, Maryland 21204

TO: THE DAILY RECORD
Tuesday, April 16, 2019 - Issue

Please forward billing to:
G. Macy Nelson 410-299-8166
401 Washington Avenue, Ste. 803
Towson, MD 21204

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: 2019-0264-SPH
3200 Timberfield Lane
East of Lightfoot Drive at the end of Timberfield lane
3rd Election District – 2nd Councimanic District
Legal Owners: David & Esther Koshkarman

Special Hearing to approve a waiver for the location of the panhandle driveway or that the Director or Planning granted a waiver of the applicable requirement.

Hearing: Monday, May 6, 2019 at 2:30 p.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.

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 twenty (20) 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: 2019-0264-SPH

Property Address: 3200 TIMBERFIELD LANE

Property Description: EAST OF LIGHTFOOT DRIVE AT THE END OF TIMBERFIELD LANE CUL-DE-SAC

Legal Owners (Petitioners): DAVID & ESTHER KOSHKARMAN

Contract Purchaser/Lessee: _____

PLEASE FORWARD ADVERTISING BILL TO:

Name: G. MACY NELSON

Company/Firm (if applicable): G. MACY NELSON, LLC

Address: 401 WASHINGTON AVENUE
SUITE 803
TOWSON, MD 21204

Telephone Number: 410-296-8166, ex. 290

Revised 7/9/2015

3200 Timberfield LLC ("LLC") presented various plans for the development of the Subject Property. The first proposal was for a Major Subdivision for the existing house and three new houses. The Concept Plan for the subdivision noted that the proposed panhandle driveway through an easement on the east side of the existing house required a waiver from the Director regarding the width of that driveway. (Concept Plan, attached as Exhibit A). On January 28, 2014, the Planning Department disapproved the Major Subdivision Plan. (Development Review Committee ("DRC") summary, attached as Exhibit B, p. 3).

On June 17, 2014, the Planning Department approved a Minor Subdivision Plan. That plan proposed razing the existing house and constructing three new houses. (DRC summary, attached as Exhibit B, p. 2).

LLC then resubmitted revised plans for a two-lot Minor Subdivision. This plan proposed preserving the existing house and constructing one new house. (DRC summary, attached as Exhibit B, pp. 2-3). The front lot was the front 0.286 acres, including the existing house. The back lot was the undeveloped back 2.817 acres of the Subject Property. The back lot included a narrow in-fee strip on the west side of the front lot that reached the cul-de-sac. The image below from Baltimore County's My Neighborhood depicts the front and back lots of the Subject Property:

The front lot is denoted as 3200. The distance between the northeast corner of the house on the front lot and the property line is approximately 22.5 feet. The back lot is the roughly triangular-shaped remainder of the Subject Property.

LLC initially proposed to provide access to the back lot through the side yard on the east side of the front lot. On October 6, 2015, the Development Review Section disapproved the proposed location of the panhandle drive and asserted, instead, that the

panhandle drive should pass through the side yard on the west side of the front lot. The Development Review Section explained:

> The proposed driveway will function as a panhandle driveway subject to Baltimore County Code §32-4-409(i)(1). As proposed the panhandle driveway does not meet Public Works standards. The Department of Planning is not supportive of a waiver to said BCC regulation to facilitate a driveway at this location. It is the position of this Department that the development proposal utilize the existing curb cut and driveway by extending the driveway past the existing dwelling within an easement to serve Lot 2 [back lot].

(Comments attached as Exhibit C).

On December 8, 2015, the Baltimore County Fire Marshall "disapproved the relocation of the previously approved driveway that was requested by another County agency." (Comments attached as Exhibit D).

On December 10, 2015, the Development Review Section recommended approval of the Minor Subdivision: "Subsequent to the receipt of comments by the Baltimore County Fire Marshal's Office sent Wednesday December 9, 2015 the Department of Planning recommends approval of the minor subdivision plan for 3200 Timberfield Lane project # **1402M** as revised on 8/19/15." (Comments attached as Exhibit E).

On January 29, 2016, LLC filed an easement for in the Land Records which created a right-of-way over Lot 1 to Lot 2. Book 37181, Page 203. The right-of-way was located on the east side of Lot 1. The edge of the right-of-way is within inches of the northeastern corner of the existing house on Lot 1. (Easement attached as Exhibit F).

On June 4, 2016, the Department of Permits, Approvals, and Inspections approved the Minor Subdivision Plan. The Minor Subdivision Plan provided, in part:

(Minor Subdivision Plan attached as Exhibit G). The record does not include evidence that the ALJ approved the location of the panhandle driveway or that the Director granted a waiver of the applicable requirements in BCC, section 32-4-409.

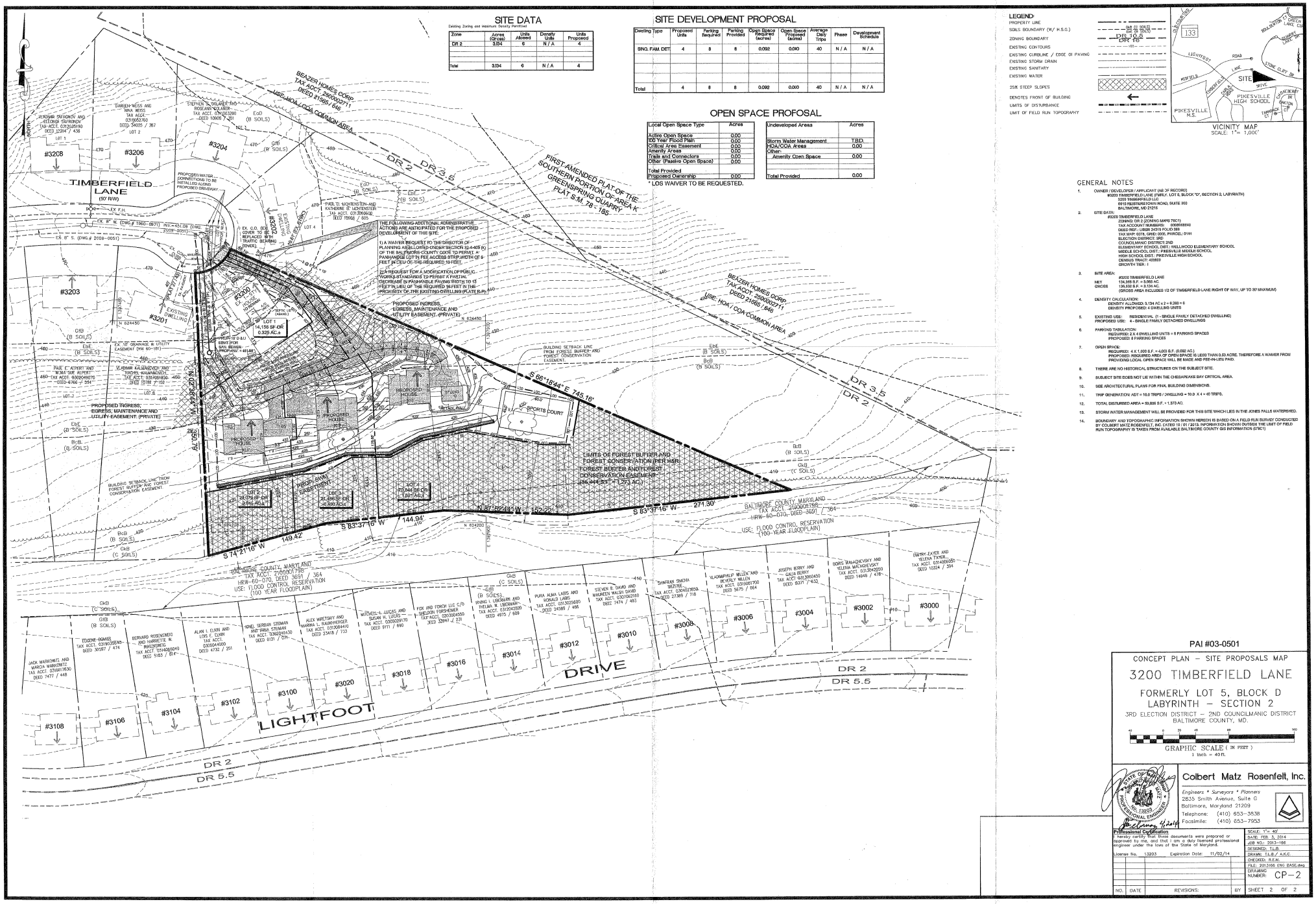
On December 7, 2016, LLC transferred title of Lot 1 to David and Esther Koshkarman. Book 38394, Page 295. The deed did not reference the easement for the right-of-way. (Deed attached as Exhibit H).

Conclusion

The ALJ should grant the Petition for Special Hearing and order that the proposed road for ingress and egress to the back lot is illegal because the road is not on an in-fee strip and because the ALJ did not approve the access in accordance with BCC, section 32-4-409(c) and the Director did not grant a waiver in accordance with section 32-4-409(k). The ALJ should also order that the road is illegal because it violates the applicable setback requirement.

Respectfully submitted,

G. Macy Nelson, Esquire
Law Office of G. Macy Nelson, LLC
401 Washington Avenue, Suite 803
Towson, Maryland 21204
(410)-296-8166
Attorney for Petitioners


SITE DATA
Existing Zoning and Maximum Density Permitted
Zone | Acres (Gross) | Units Allowed | Density Units | Units Proposed
DR 2 | 3.84 | 6 | N / A | 4
Total | 3.134 | 6 | N / A | 4
SITE DEVELOPMENT PROPOSAL
Dwelling Type | Proposed Units | Parking Required | Parking Provided | Open Space Required (acres) | Open Space Proposed (acres) | Average Daily Trips | Phase | Development Schedule
SING. FAM. DET. | 4 | 8 | 8 | 0.092 | 0.010 | 40 | N / A | N / A
Total | 4 | 8 | 8 | 0.092 | 0.010 | 40 | N / A | N / A
OPEN SPACE PROFOSAL
Local Open Space Type | Acres
Active Open Space | 0.00
100 Year Floodplain | 0.00
Critical Area Easement | 0.00
Amenity Areas | 0.00
Trails and Connectors | 0.00
Other (Passive Open Space) | 0.00
Total Provided | 0.00
Proposed Ownership | 0.00
Undeveloped Areas | Acres
Storm Water Management | TBD
HOA/COA Areas | 0.00
Other:
Amenity Open Space | 0.00
Total Provided | 0.00
* LOS WAIVER TO BE REQUESTED.
LEGEND:
PROPERTY LINE
SOILS BOUNDARY (W/ H.S.G.)
ZONING BOUNDARY
EXISTING CONTOURS
EXISTING CURBLINE / EDGE OF PAVING
EXISTING STORM DRAIN
EXISTING SANITARY
EXISTING WATER
25% STEEP SLOPES
DENOTES FRONT OF BUILDING
LIMITS OF DISTURBANCE
LIMIT OF FIELD RUN TOPOGRAPHY
VICINITY MAP
SCALE: 1" = 1,000'
GENERAL NOTES
1. OWNER / DEVELOPER / APPLICANT (AS OF RECORD)
#3203 TIMBERFIELD LANE (FKA/Y, LOT 5, BLOCK "D", SECTION 2, LABYRINTH)
3200 TIMBERFIELD LLC
6915 REISTERSTOWN ROAD, SUITE 202
BALTIMORE, MD 21215
2. SITE DATA:
#3200 TIMBERFIELD LANE
ZONING: DR 2 (ZONING MAPS 78C1)
TAX ACCOUNT NUMBERS: 0338548640
DEED REF.: LIBER 24315 FOLIO 566
TAX MAP: 0078, GRID: 0005, PARCEL: 0144
ELECTION DISTRICT: 3RD
COUNCILMANIC DISTRICT: 2ND
ELEMENTARY SCHOOL DIST.: WELLWOOD ELEMENTARY SCHOOL
MIDDLE SCHOOL DIST.: PIKESVILLE MIDDLE SCHOOL
HIGH SCHOOL DIST.: PIKESVILLE HIGH SCHOOL
CENSUS TRACT: 405809
GROWTH TIER: I
3. SITE AREA:
#3203 TIMBERFIELD LANE
NET 136,388 S.F. = 3.060 AC.
GROSS 136,552 S.F. = 3.134 AC.
(GROSS AREA INCLUDES 1/2 OF TIMBERFIELD LANE RIGHT OF WAY, UP TO 35' MAXIMUM)
4. DENSITY CALCULATION:
DENSITY ALLOWED: 3.134 AC x 2 = 6.268 = 6
DENSITY PROPOSED: 4 DWELLING UNITS
5. EXISTING USE: RESIDENTIAL (1 - SINGLE FAMILY DETACHED DWELLING)
PROPOSED USE: 4 - SINGLE FAMILY DETACHED DWELLINGS
6. PARKING TABULATION:
REQUIRED: 2 X 4 DWELLING UNITS = 8 PARKING SPACES
PROVIDED: 8 PARKING SPACES
7. OPEN SPACE:
REQUIRED: 4 X 1,600 S.F. = 6,400 S.F. (0.092 AC.)
PROVIDED: REQUIRED AREA OF OPEN SPACE IS LESS THAN 0.50 ACRE. THEREFORE A WAIVER FROM PROVIDING LOCAL OPEN SPACE WILL BE MADE AND FEE-IN-LIEU PAID.
8. THERE ARE NO HISTORICAL STRUCTURES ON THE SUBJECT SITE.
9. SUBJECT SITE DOES NOT LIE WITHIN THE CHESAPEAKE BAY CRITICAL AREA.
10. SEE ARCHITECTURAL PLANS FOR FINAL BUILDING DIMENSIONS.
11. TRIP GENERATION: ADT = 10.0 TRIPS / DWELLING = 10.0 X 4 = 40 TRIPS.
12. TOTAL DISTURBED AREA = 89,606 S.F. = 1.375 AC.
13. STORM WATER MANAGEMENT WILL BE PROVIDED FOR THIS SITE WHICH LIES IN THE JONES FALLS WATERSHED.
14. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED ON A FIELD RUN SURVEY CONDUCTED BY COLBERT MATZ ROSENFELT, INC. DATED 10 / 01 / 2013. INFORMATION SHOWN OUTSIDE THE LIMIT OF FIELD RUN TOPOGRAPHY IS TAKEN FROM AVAILABLE BALTIMORE COUNTY GIS INFORMATION (GIMO1)
TIMBERFIELD LANE (50' R/W)
LIGHTFOOT DRIVE
#3200
#3201
#3202
#3203
#3204
#3206
#3208
#3000
#3002
#3004
#3006
#3008
#3010
#3012
#3014
#3016
#3018
#3020
#3100
#3102
#3104
#3106
#3108
PROPOSED HOUSE
EXISTING DWELLING
SPORTS COURT
PROPOSED INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT (PRIVATE)
LOT 1 14,159 SF OR 0.325 AC.±
LOT 2 20,498 SF OR 0.470 AC.±
LOT 3 20,498 SF OR 0.470 AC.±
LOT 4 70,044 SF OR 1.607 AC.±
LIMITS OF FOREST BUFFER AND FOREST CONSERVATION (PER H&R) FOREST BUFFER AND FOREST CONSERVATION EASEMENT 66,444 SF ± / 1.525 AC.±
BUILDING SETBACK LINE FROM FOREST BUFFER AND FOREST CONSERVATION EASEMENT
BUILDING SETBACK LINE FROM FOREST BUFFER AND FOREST CONSERVATION EASEMENT
PROP. SWM EASEMENT
THE FOLLOWING ADDITIONAL ADMINISTRATIVE ACTIONS ARE ANTICIPATED FOR THE PROPOSED DEVELOPMENT OF THIS SITE:
1) A WAIVER REQUEST TO THE DIRECTOR OF PLANNING AS ALLOWED UNDER SECTION 32-4-409 (b) OF THE BALTIMORE COUNTY CODE TO PERMIT A PANHANDLE LOT IN FEE ACCESS STRIP WIDTH OF 6 FEET IN LIEU OF THE REQUIRED 10 FEET.
2) A REQUEST FOR A MODIFICATION OF PUBLIC WORKS STANDARDS TO PERMIT A PARTIAL DECREASE IN PAVING WIDTH TO 13 FEET IN LIEU OF THE REQUIRED 18 FEET IN THE PROXIMITY OF THE EXISTING DWELLING (PLATE B-8).
PROPOSED WATER CONNECTIONS TO BE INSTALLED ALONG PROPOSED DRIVEWAY
EX. C.O. (E.O.) COVER TO BE REPLACED WITH TRAFFIC BEARING (TYP.)
EX. F.H.
EX. 8" W. (DWG.# 2009-0051) INV.=451.08 (DWG. 2009-0051)
EX. 8" S. (DWG.# 2009-0051)
EX. 10" DRAINAGE & UTILITY EASEMENT (PER 60-181)
PROPOSED HOUSE
PROPOSED HOUSE
PROPOSED HOUSE
EXISTING DWELLING
EXISTING DWELLING
EXISTING DWELLING

Baltimore County
GOVERNMENT

Register for an Account Login

Home Animal Complaint License Residential Parking Permits Land Management
Code Complaint CZMP

Search Development Applications

Search for Records

To find information on a specific project, enter the street address or project name. You can also enter t find information on all projects in a community.

General Search

Street Number: 3000 - 3500

Street Name: timberfield

Street Type: LN

ZIP code:

Project Name:

Search Clear

2019-0264-SPH

4 Record results matching your search results

Click any of the results below to view more details.

EXHIBIT
B
PENGAD 800-631-6989

Showing 1-4 of 4 | Download results

	Date	Record Number	Record Type	Description	Project Name	Status	Ac
	07/15/2016	MIN-	Minor	An existing	3200	Approved	

		2016-00006-C	Subdivision Plan Review Current	sfd at 3200 Timberfied Ln. to be razed; to be replaced by 3 new sfds. AFTER 3RD REVIEW, THE ENGINEER INDICATED THAT DEVELOPER / PROPERTY OWNER HAS DECIDED TO RESUBMIT PLANS TO DEVELOP THE PROPERTY AS A "2 LOT" MINOR SUBDIVISION WITH 1 NEW DWELLING AND RETAINING OF THE EXISTING DWELLING, IN LIEU OF THE ORIGINAL MINOR SUBDIVISION PLANS.	Timberfield Lane	
	06/17/2014	**MIN-2014-00013**	Minor Subdivision Plan Review New	An existing sfd at 3200 Timberfied Ln. to be razed; to be replaced by 3 new sfds. AFTER 3RD REVIEW, THE ENGINEER INDICATED THAT DEVELOPER / PROPERTY OWNER HAS DECIDED TO RESUBMIT PLANS TO DEVELOP	3200 Timberfield Lane	Approved

				THE PROPERTY AS A "2 LOT" MINOR SUBDIVISION WITH 1 NEW DWELLING AND RETAINING OF THE EXISTING DWELLING, IN LIEU OF THE ORIGINAL MINOR SUBDIVISION PLANS.		
	01/28/2014	**MAJ-2014-00001**	Major Subdivision Plan Review New	1 existing sfd at 3200 Timberfield Lane & 3 new sfds.	3200 Timberfield Lane	Disapproved
	08/26/2013	**PCM-2013-00033**	Pre Concept Meeting	Major Sub - 4 lots at 3200 Timber Field lane.	3200 Timber Field Lane	Meeting Completed

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BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Carl W. Richards, Jr.
Department of Permits,
Approvals and Inspections

DATE: October 6, 2015

FROM: Brett M. Williams
Development Review Section
Department of Planning

PROJECT NAME: 3200 Timberfield Lane

PROJECT NO.: 14024 M-2nd Review

The Department of Planning has reviewed the above referenced project and offers the following comments:

1. Orient the dwelling on Lot 2 to face the west property line to eliminate front to rear orientation.
2. The proposed driveway will function as a panhandle driveway subject to Baltimore County Code §32-4-409(i)(1). As proposed the panhandle driveway does not meet Public Works standards. The Department of Planning is not supportive of a waiver to said BCC regulation to facilitate a driveway at this location. It is the position of this Department that the development proposal utilize the existing curb cut and driveway by extending the driveway past the existing dwelling within an easement to serve Lot 2.
3. Be advised, a seal and signature are required upon plan approval.

Brett M. Williams, Planner
Development Review

Kathy Schlabach, Chief
Development Review

BMW:kma
C: Troy Leftwich
Dennis Kennedy

S:\Planning\Dev Rev\MINOR\14024m3.docx

2019-0264-SPH

EXHIBIT
C
PENGAD 800-631-6989

KEVIN KAMENETZ
County Executive

JOHN J. HOHMAN, *Chief*
Fire Department

December 8, 2015

To: J. Merrey
Zoning Review

From: Don Muddiman, Inspector
Baltimore County Fire Marshal's Office
700 E. Joppa Road, 4th Floor
Towson, Maryland 21286
Office: 410-887-4880
dmuddiman@baltimorecountymd.gov

Type of Plan: **Minor Subdivision 4th Review**
Change from 3 to 2 Lots

Project Name: **3200 Timberfield Lane**

Project Location: **3200 Timberfield Lane**

PAI Number: **14-024-M**

FD-R Number: **1031269**

Comments:

1. The Baltimore County Fire Marshal's Office has disapproved the relocation of the previous approved driveway that was requested by another County agency.

2. Refer to the attachment.

2019-0264-SPH

EXHIBIT
D

PENGAD 800-631-6989

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE

TO: Carl W. Richards, Jr.
Department of Permits,
Approvals and Inspections

DATE: December 10, 2015

FROM: Brett M. Williams
Development Review Section
Department of Planning

SUBJECT: **MINOR SUBDIVISION PLAN**
Project Name: 3200 Timberfield Lane
Project Number: 14024M-3rd Review

Subsequent to the receipt of comments by the Baltimore County Fire Marshal's Office sent Wednesday December 9, 2015 the Department of Planning recommends approval of the minor subdivision plan for 3200 Timberfield Lane project # **14024M** as revised on 8/19/15.

Prepared by:

Brett M. Williams

Division Chief:

Kathy Schlabach

AVA/KS/BMW/ka

c: Troy Leftwich

2019-0264-SPH

EXHIBIT
E

PENGAD 800-631-6989

s:\planning\dev rev\minor\14024m4.docx

LR -
Declaration/Covenant
Recording Fee 20.00
Declarant Name: 3200 timberfield
Reference/Control #:
CR Surcharge 40.00
SubTotal: 60.00
Total: 60.00
02/17/2016 11:27 CC03-CR
#3604154 CC0301 - Baltimore County/CC03.01.03 - Register/03

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (this "Declaration") is made this 29 day of January, 2016, by **3200 TIMBERFIELD, LLC**, a Maryland limited liability company (the "Declarant").

BACKGROUND STATEMENTS

A. The Declarant is the owner of all that real property which is shown as Lot No. 5, Block D on a Plat entitled, "Section Two, Labyrinth", which Plat is recorded among the Land Records of Baltimore County, Maryland, in Plat Book WJR No. 27, folio 43 (the "Property").

B. The Declarant is seeking approval from Baltimore County, Maryland (the "County") to subdivide the Property into two lots (each a "Lot" and collectively, the "Lots"). The Lots are shown on a plan of subdivision entitled "PAI # 03-0501 - Minor Subdivision Number 14-024M – Minor Subdivision of Labyrinth – Section 2 – 3200 Timberfield Lane" (the "Plan"). A copy of the Plan is attached hereto as Exhibit A and made a part hereof.

C. To obtain the County's approval of the Plan, the Declarant must establish an easement for ingress, egress, access and maintenance over each Lot for the benefit of the other Lot.

D. The Declarant makes this Declaration for purposes of obtaining the County's approval of the Plan and for establishing easements for ingress, egress, access, maintenance and utilities for the benefit of each Lot.

DECLARATION

NOW, THEREFORE, FOR AND IN CONSIDERATION of the foregoing Background Statements, which are incorporated herein by this reference, the terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant states and declares as follows:

1. **Declaration**. The Declarant, on behalf of itself and its successors and assigns, hereby declares that the Property and the Lots which are shown and designated as "Lot 1" and "Lot 2" on the Plan shall be owned, acquired, held, sold, transferred, conveyed, mortgaged, exchanged, occupied and encumbered subject to this Declaration.

2. **Declaration of Easements**.

(a) Easement for the Benefit of Lot 1. The Declarant hereby declares and states that Lot 2 shall be subject to a perpetual, non-exclusive easement for ingress, egress, access, maintenance and utilities for the benefit of Lot 1. The foregoing easement shall be in, on, over, under, through and across that area of Lot 2 which is shown and designated as "Private Ingress, Egress, Maintenance and Utility Easement" on Exhibit B attached hereto and made a part hereof.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37181, p. 0203, MSA_CE62_37037. Date available 02/25/2016. Printed 02/22/2019.

EXHIBIT F

PENGAD 800-631-6989

2019-0264-SPH

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37181, p. 0204, MSA_CE62_37037. Date available 02/25/2016. Printed 02/22/2019.

(b) Easement for the Benefit of Lot 2. The Declarant hereby declares and states that Lot 1 shall be subject to a perpetual, non-exclusive easement for ingress, egress, access, maintenance and utilities for the benefit of Lot 2. The foregoing easement shall be in, on, over, under, through and across that area of Lot 1 which is shown and designated as "Private Ingress, Egress, Maintenance and Utility Easement" on Exhibit C attached hereto and made a part hereof.

3. Cost and Maintenance of the Easement Area. The costs and expenses associated with (a) the construction, installation, maintenance, repair or replacement of any improvements, structures or facilities of any kind whatsoever ("Improvements") within the respective easement areas and (b) with the maintenance of the respective easement areas shall be the responsibility of the owner of the Lot that benefits from such easement and Improvements. Any such construction, installation, maintenance, repair or replacement shall be undertaken only in accordance with applicable laws, ordinances, rules and regulations of governmental authorities with jurisdiction over the Lots. Improvements shall be maintained in a neat and orderly condition by the owner of the Lot that benefits from the same and at such owner's expense.

4. Restoration and Indemnification. If either Lot owner, its agents, employees or contractors, damages the property of the other owner, the Lot owner who is responsible the damage shall promptly repair such damage to substantially the same condition that existed immediately prior to the damage being done.

5. Lien for Improvements. Any lien for the construction, installation, maintenance, repair or replacement of any Improvements shall be subordinate to the lien of any deed of trust or mortgage now or hereafter placed upon either Lot. A foreclosure sale or transfer in lieu thereof shall not relieve any Lot owner (a) from liability for any construction, installation maintenance, repair or replacement obligations thereafter becoming due; nor (b) from any lien arising or resulting from the Lot owner's failure to pay the costs of subsequent construction, installation maintenance, repair or replacement. Neither Lot owner shall permit the creation or existence of any mechanics', materialmen's or similar liens against the other Lot.

6. Service Providers. The parties hereto expressly intend and declare that public and private service and utility providers and their respective successors, assigns, transferees, subsidiaries and affiliates and their respective employees, contractors, subcontractors, agents and licensees shall have the right and privilege of using the easements and entering onto the easement areas and such other areas of the Lots as are reasonably necessary for the installation, operation, inspection, maintenance, repair, replacement and/or provision of services and utilities. Such providers include, but are not limited to the United States Postal Service, Baltimore County, Maryland, Baltimore Gas and Electric, Verizon, and Comcast.

7. Miscellaneous.

(a) Neither owner shall obstruct or hinder the other owner from exercising such owner's rights under this Declaration.

(b) Nothing contained herein is intended to be, or shall be construed as, creating a possibility of reverter.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37181, p. 0205, MSA_CE62_37037. Date available 02/25/2016. Printed 02/22/2019.

(c) The easements, covenants and agreements contained herein are appurtenant to and shall run with and bind the Lots in perpetuity for the benefit of the Declarant, its successors and assigns.

(d) This Declaration may be altered, modified or amended only by a written agreement signed by the owners of the Lots and recorded among the Land Records of Baltimore County. Any such amendment shall be effective upon its recordation among the Land Records.

(e) No person who signs this Declaration shall have any individual liability for the performance or failure to perform any of the covenants, conditions, restrictions or agreements contained herein.

(f) Damages shall not be deemed adequate compensation for any actual or threatened breach or violation of any provision hereof, and the owners of the Lots shall be entitled to relief by way of injunction, specific performance, and/or any other relief available at law or in equity for any such breach or violation.

AS WITNESS, the hand and seal of the Declarant as of the day and year first above written.

WITNESS:

3200 TIMBERFIELD, LLC

By: _____ (SEAL)
Jonathan Ehrenfeld, Member

STATE OF MARYLAND, CITY~~/COUNTY~~ OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of January, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Jonathan Ehrenfeld, who acknowledged himself to be a Member of the Declarant named herein and that he, in such capacity, being authorized so to do, acknowledged the foregoing Declaration of Easements to be the act and deed of 3200 Timberfield, LLC, the Declarant named herein, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission expires: March 28, 2018

ROBERT D. PORTER
Notary Public
Baltimore County
Maryland
My Commission Expires Mar 28, 2018

ATTORNEY CERTIFICATION

This is to certify that the foregoing Declaration of Easements was prepared by the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Robert D. Porter

After recording, please return to:
Robert D. Porter, Esquire
Porter Law LLC
P.O. Box 367
Phoenix, Maryland 21131

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37181, p. 0206, MSA_CE62_37037. Date available 02/25/2016. Printed 02/22/2019.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37181, p. 0207, MSA_CE62_37037. Date available 02/25/2016. Printed 02/22/2019.

JOINDER BY LENDER

See Indemnity Purchase Money Construction Deed of Trust (the "Deed of Trust"), dated September 24, 2013, from 3200 Timberfield, LLC (for the benefit of Revere Bank), and recorded among the Land Records of Baltimore County, Maryland in Liber 34319, folio 395. The undersigned Lender joins herein to assent to the terms and provisions of the foregoing instrument.

WITNESS/ATTEST:

LENDER:

REVERE BANK

By: _____ (Seal)
Name: Michael A. Schonfeld
Title: Senior Vice President

STATE OF MARYLAND, ~~CITY~~/COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY, that on this 1st day of February, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Michael A. Schonfeld, and that s/he as the Senior Vice President of Revere Bank, being authorized so to do, executed the foregoing Joinder by Lender for the purposes therein contained by signing the name of Revere Bank by himself/herself in such capacity, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

CHRISTA O. DONKOR NOTARY PUBLIC MONTGOMERY COUNTY, MD My Commission Expires

_____
Notary Public

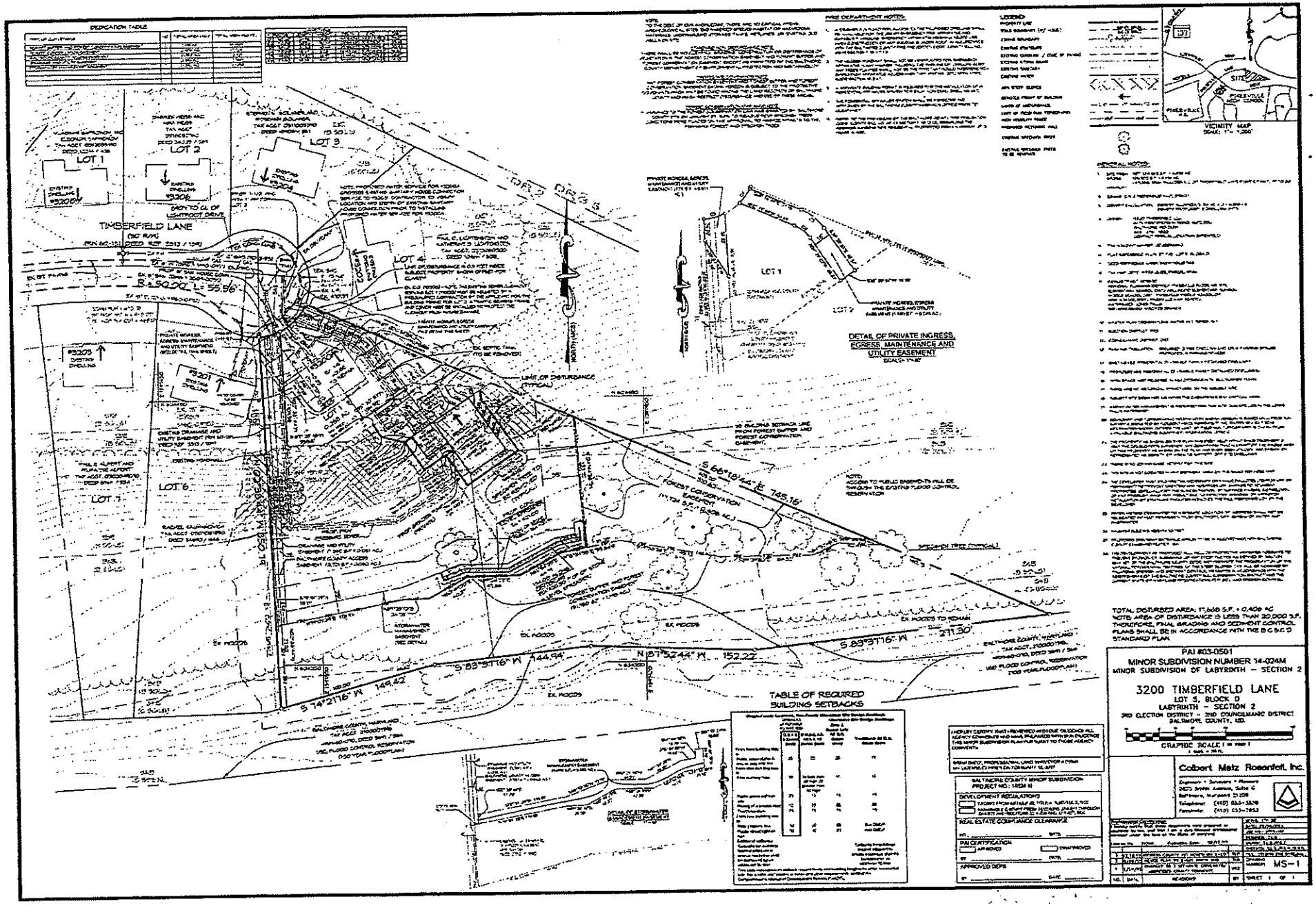
My Commission expires: March 18, 2018

ATTORNEY CERTIFICATION

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

_____
Robert D. Porter

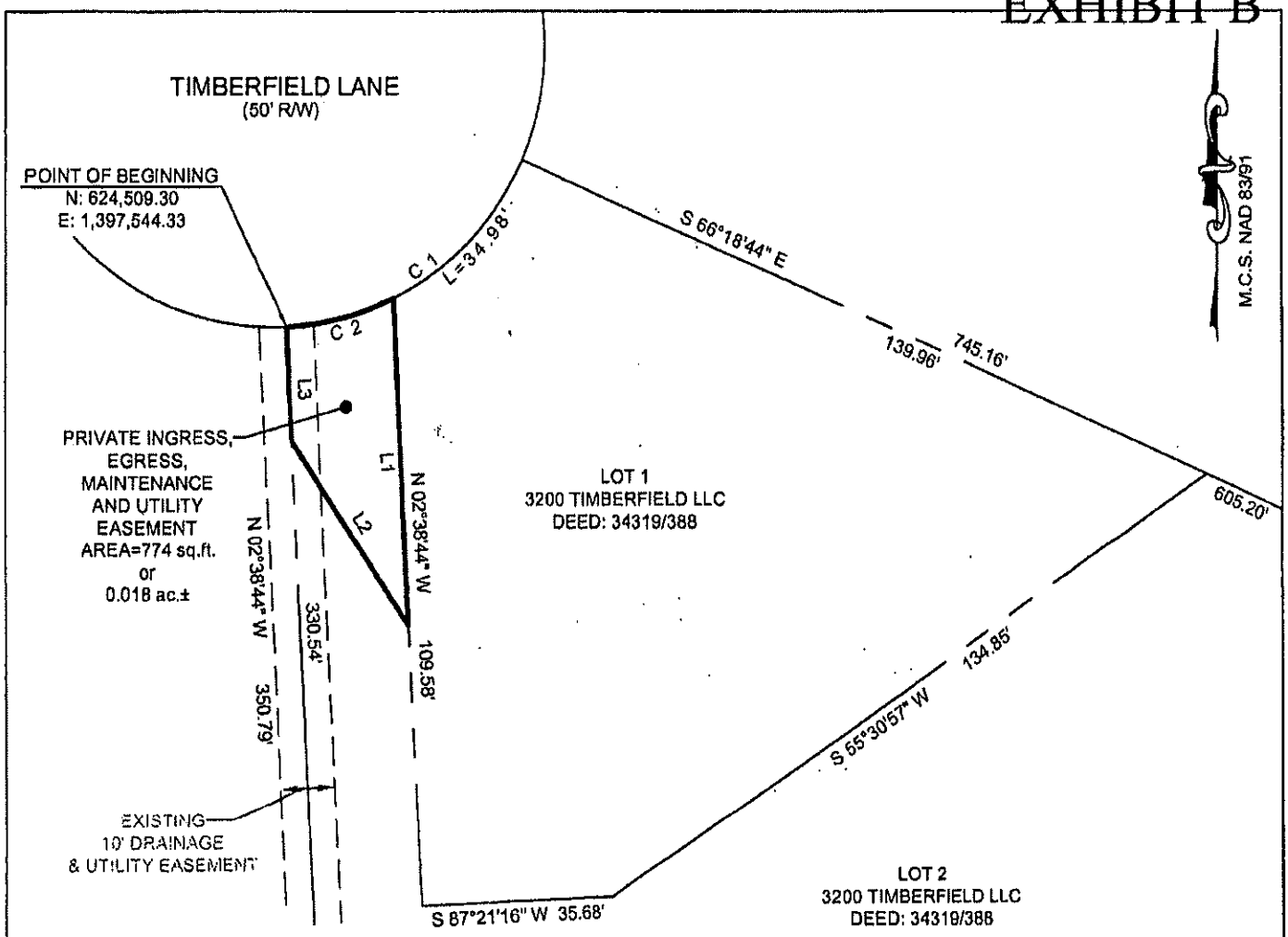
BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37181, p. 0208, MSA_CE62_37037. Date available 02/25/2016. Printed 02/22/2019.



BOOK: 37181 PAGE: 208

EXHIBIT A

EXHIBIT B



Line Table		
Line #	Direction	Length
L1	S 2° 38' 44" E	58.59'
L2	N 32° 59' 31" W	39.59'
L3	N 2° 38' 44" W	20.25'

Curve Table						
Curve #	Radius	Length	Tangent	Delta	Chord Direction	Chord Length
C1	50.00'	55.56'	31.04'	63.66	N 55° 31' 07" E	52.74'
C2	49.74'	20.58'	10.44'	23.70	N 75° 33' 36" E	20.43'

THIS EASEMENT PLAT HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS AS ADOPTED BY THE STATE OF MARYLAND

BRIAN DIETZ
MD PROFESSIONAL LAND SURVEYOR NO. 21080
LICENSE EXPIRES: FEBRUARY 12, 2017

"PRIVATE INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT" FOR LOT 1

3200 TIMBERFIELD LLC
DEED: 34319/388

TAX MAP: 78 GRID: 05 PARCEL: 144
BALTIMORE COUNTY, MARYLAND

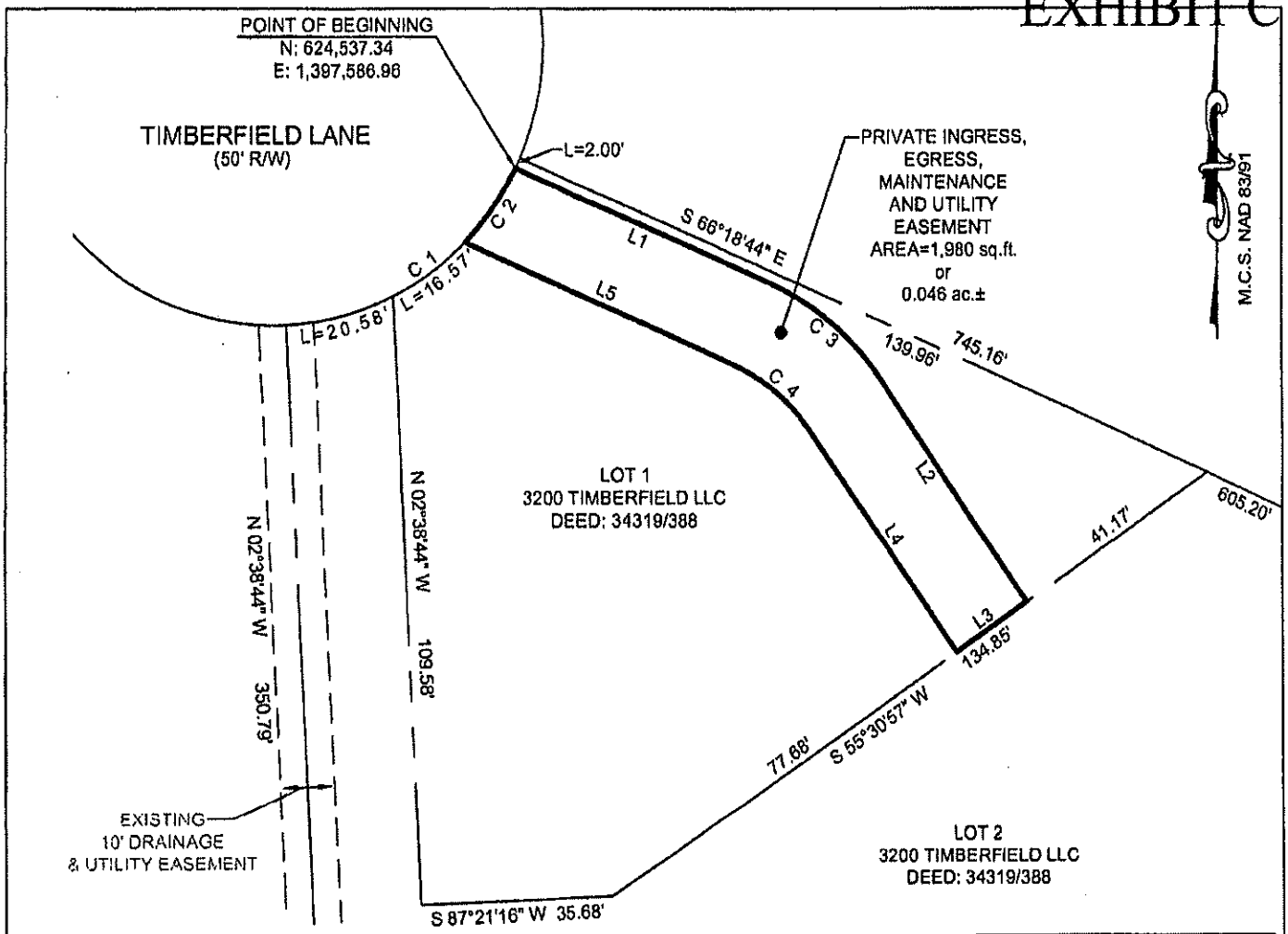
CMR DRAWING FILE No.: 2013166 Private Ingress Egress Maintenance and Utility Easement for Lot 1

Colbert Matz Rosenfelt, Inc.
Engineers • Surveyors • Planners
2835 Smith Avenue, Suite G
Baltimore, Maryland 21209
Telephone: (410) 653-3838
Facsimile: (410) 653-7953

SCALE: 1"= 30' DECEMBER 18, 2015

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37181, p. 0209, MSA_CE62_37037. Date available 02/25/2016. Printed 02/22/2019.

EXHIBIT C



Line Table		
Line #	Direction	Length
L1	S 66° 18' 44" E	51.18'
L2	S 34° 29' 03" E	48.57'
L3	S 55° 30' 57" W	16.00'
L4	N 34° 29' 03" W	48.57'
L5	N 66° 18' 44" W	54.49'

Curve Table						
Curve #	Radius	Length	Tangent	Delta	Chord Direction	Chord Length
C1	50.00'	55.56'	31.04'	63.66	N 55° 31' 07" E	52.74'
C2	50.00'	16.41'	8.28'	18.81	N 35° 23' 03" E	16.34'
C3	49.00'	27.22'	13.97'	31.83	S 50° 23' 53" E	26.87'
C4	33.00'	18.33'	9.41'	31.83	N 50° 23' 53" W	18.10'

THIS EASEMENT PLAT HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS AS ADOPTED BY THE STATE OF MARYLAND

BRIAN DIETZ
MD PROFESSIONAL LAND SURVEYOR NO. 21080
LICENSE EXPIRES: FEBRUARY 12, 2017

"PRIVATE INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT" FOR LOT 2

3200 TIMBERFIELD LLC
DEED: 34319/388

TAX MAP: 78 GRID: 05 PARCEL: 144
BALTIMORE COUNTY, MARYLAND

CMR DRAWING FILE No.:2013166 Private Ingress Egress Maintenance and Utility Easement for Lot 2

Colbert Matz Rosenfelt, Inc.
*Engineers * Surveyors * Planners*
2835 Smith Avenue, Suite G
Baltimore, Maryland 21209
Telephone: (410) 653-3838
Facsimile: (410) 653-7953

SCALE: 1"= 30' DECEMBER 18, 2015

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37181, p. 0210, MSA_CE62_37037. Date available 02/25/2016. Printed 02/22/2019.

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☑ County: BALTIMORE

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

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

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments (☐ Check Box if addendum Intake Form is Attached.)

☐ Deed ☐ Deed of Trust ☐ Mortgage ☐ Lease ☒ Other DRIVEWAY EASEMENT ☐ Other

2 Conveyance Type Check Box

☐ Improved Sale Arms-Length [1] ☐ Unimproved Sale Arms-Length [2] ☐ Multiple Accounts Arms-Length [3] ☐ Not an Arms-Length Sale [9]

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	EASEMENT FOR DRIVEWAYS PURSUANT TO A MINOR
State Transfer	SUBDIVISION PLAN FOR NO MONETARY CONSIDERATION
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$ 0.00
Any New Mortgage	$ 0.00
Balance of Existing Mortgage	$
Other:	$
Other:	$
Full Cash Value:	$

Finance Office Use Only Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X ( )% =	$
Less Exemption Amount –	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X ( ) per $500 =	$
TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$	$
Surcharge	$	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
03	EASEMENT **	34319/388	0078	0144	☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
LABRYNTH					

Location/Address of Property Being Conveyed (2)

** 03-08-058640

Other Property Identifiers (if applicable) | Water Meter Account No.

Residential ☐ or Non-Residential ☐ | Fee Simple ☐ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☐ No | Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
3200 TIMBERFIELD, LLC	
Doc. 1 – Owner(s) of Record, If Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, If Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
3200 TIMBERFIELD, LLC	

New Owner's (Grantee) Mailing Address

NO CHANGE IN OWNERSHIP

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: ROBERT D. PORTER, ESQUIRE

Firm PORTER LAW LLC

Address: P.O. BOX 367

PHOENIX, MD 21131 Phone: (443) 465-9252

☑ Return to Contact Person ☐ Hold for Pickup ☐ Return Address Provided

11 Assessment Information

IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

☐ Yes ☑ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☑ No Does transfer include personal property? If yes, identify:

☐ Yes ☑ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Space Reserved for County Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification . Agricultural Verification . Whole . Part . Tran. Process Verification

Transfer Number Date Received: Deed Reference: Assigned Property No.:

Year	20	20	Geo.	Map	Sub	Block
Land			Zoning NOT REQUIRED		Plat	Lot
Buildings			Director of Budget and Finance		Section	Occ. Cd.
Total			BALTIMORE COUNTY, MARYLAND		Ex. Cd.	

REMARKS:

☑ COUNTY TRANSFER TAX

Per _____ ART 11 TITLES SUBTITLE 2, 11-3-202

☑ RECORDATION TAX

Per _____ T.P. ART 12-108

Date 02-27-19

Distribution: White – Clerk's Office; Pink – Office of Finance; Canary – SDAT; Goldenrod – Preparer

AOC-CC-300 (5/2007)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37181, p. 0211, MSA_CE62_37037. Date available 02/25/2016. Printed 02/22/2019.

DEDICATION TABLE

TYPE OF CONVEYANCE	NO.	TOTAL AREA (AC.)	TOTAL AREA (SQ.FT.)
FOREST BUFFER AND FOREST CONSERVATION EASEMENT	1	1.193 AC.	51,980
FOREST CONSERVATION EASEMENT	1	0.405 AC.	17,724
BALTIMORE COUNTY ACCESS EASEMENT	1	0.043 AC.	2,191
DRAINAGE AND UTILITY EASEMENT	1	0.231 AC.	1,350
STORMWATER MANAGEMENT EASEMENT	1	0.092 AC.	4,000

NOTE: SEE PLAN FOR DEED REFERENCES.

CURVE TABLE						
#	RADIUS	LENGTH	TANGENT	DELTA	CHD	CHBT
C1	50.00'	94.18'	66.24'	49°04'58"	N49°49'48"E	84.47'
C2	50.00'	20.93'	10.64'	23°44'48"	N75°59'52"E	20.41'
C3	50.00'	20.93'	10.64'	23°44'48"	N75°59'52"E	20.41'
C4	50.00'	19.41'	9.79'	22°13'56"	N39°09'52"E	19.64'
C5	40.00'	62.83'	40.00'	90°00'00"	S55°03'56"E	56.57'
C6	50.00'	18.93'	9.41'	21°41'41"	N50°23'55"E	18.12'

NOTE:

TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO CRITICAL AREAS, ARCHEOLOGICAL SITES, ENDANGERED SPECIES HABITAT OR HAZARDOUS MATERIALS, UNDERGROUND STORAGE TANKS, WETLANDS OR EXISTING OLD WELLS ON SITE.

STANDARD NON-DISTURBANCE NOTE

THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION IN THE FOREST CONSERVATION EASEMENT AND FOREST BUFFER AND FOREST CONSERVATION EASEMENT EXCEPT AS PERMITTED BY THE BALTIMORE COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY.

PROTECTIVE COVENANTS NOTE

ANY FOREST CONSERVATION EASEMENT AND FOREST BUFFER AND FOREST CONSERVATION EASEMENT SHOWN HEREON IS SUBJECT TO THE PROTECTIVE COVENANTS WHICH MAY BE FOUND AMONG THE LAND RECORDS OF BALTIMORE COUNTY AND WHICH RESTRICT DISTURBANCE AND USE OF THESE AREAS.

FOREST CONSERVATION VARIANCE NOTE

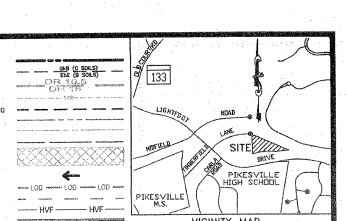
A VARIANCE TO THE FOREST CONSERVATION LAW WAS GRANTED BY BALTIMORE COUNTY EPS ON JANUARY 27, 2015 TO REMOVE FOUR SPECIMEN TREES, CONDITIONS WERE PLACED ON THIS APPROVAL TO MINIMIZE IMPACTS TO THE REMAINING FOREST AND SPECIMEN TREES.

FIRE DEPARTMENT NOTES:

1. A CRUSHER RUN ROAD FOR ACCESS TO THE PROPOSED DWELLING SHALL BE AVAILABLE FOR THE USE BY EMERGENCY FIRE APPARATUS AND CAPABLE IF HANDLING EMERGENCY APPARATUS WEIGHING 70,000 LBS WHEN CONSTRUCTION OF ANY BUILDING IS UNDER ROOF, IN ACCORDANCE WITH THE BALTIMORE COUNTY FIRE PREVENTION CODE, COUNTY BILL NO. 69-19 SECTION 1; 18-4-3.1.5.
2. THE ACCESS ROADWAY SHALL NOT BE OBSTRUCTED FOR EMERGENCY APPARATUS IN ANY MANNER, INCLUDING THE PARKING OF VEHICLES. ALSO ANY TREES PLANTED SHALL NOT BE THE TYPE THAT WOULD INTERFERE WITH EMERGENCY APPARATUS ACCESS WHEN THEY MATURE. 2012 NFPA 1 FIRE CODE SECTION 18.2.4.1.
3. A SEPARATE BUILDING PERMIT IS REQUIRED FOR THE INSTALLATION OF A RESIDENTIAL SPRINKLER SYSTEM FOR EACH INDIVIDUAL DWELLING UNIT.
4. THE RESIDENTIAL SPRINKLER SYSTEM SHALL BE INSPECTED AND APPROVED BY THE BALTIMORE COUNTY MARSHAL'S OFFICE PRIOR TO OCCUPANCY.
5. REFER TO THE PROVISIONS OF THE BALTIMORE COUNTY FIRE PREVENTION CODE, COUNTY BILL NO. 69-19 SECTION 1; 101.13.15, REGARDING THE ADDRESS NUMBERS FOR RESIDENTIAL PROPERTIES SHOWS A MINIMUM OF 3 INCHES IN SIZE.

LEGEND:

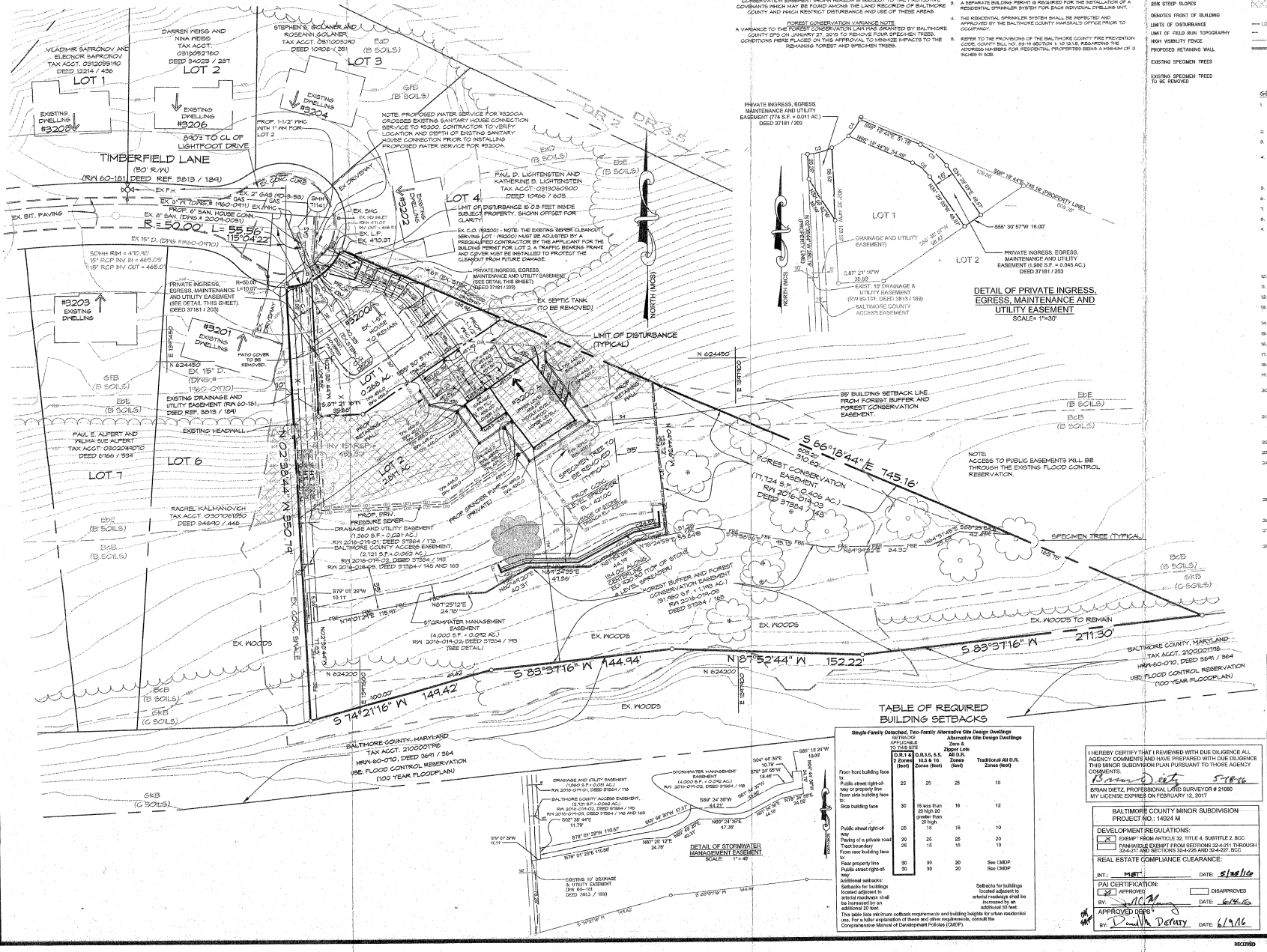
PROPERTY LINE
SOILS BOUNDARY (W/ H.S.G.)
ZONING BOUNDARY
EXISTING CONTOURS
EXISTING CURBLINE / EDGE OF PAVING
EXISTING STORM DRAIN
EXISTING SANITARY
EXISTING WATER
25% STEEP SLOPES
DENOTES FRONT OF BUILDING
LIMITS OF DISTURBANCE
LIMIT OF FIELD RUN TOPOGRAPHY
HIGH VISIBILITY FENCE
PROPOSED RETAINING WALL
EXISTING SPECIMEN TREES
EXISTING SPECIMEN TREES TO BE REMOVED



VICINITY MAP
SCALE: 1" = 1,000'

GENERAL NOTES:

1. SITE AREA: NET: 194,966 S.F. = 5.355 AC.
   GROSS: 196,932 S.F. = 5.194 AC. (GROSS AREA INCLUDES 1/2 OF TIMBERFIELD LANE RIGHT OF WAY, UP TO 30' MAXIMUM)
2. ZONING: D.R.2 (REFERENCE MAP: C18C1)
3. DENSITY CALCULATION: DENSITY ALLOWED: 5.194 AC. x 2 = 5.355 = 6 DENSITY PROPOSED: 2 DWELLING UNITS
4. OWNER: 9300 TIMBERFIELD LLC
   6619 REISTERSTOWN ROAD, SUITE 300
   BALTIMORE, MD 21215
   443 - 278 - 9852
   CONTACT PERSON: JONATHAN SHRENFELD
5. TAX ACCOUNT NUMBER: 0902806640
6. PLAT REFERENCE: PLAT 27 / 49, LOT 5, BLOCK D
7. DEED REFERENCE: LIBER 34074 FOLIO 366
8. TAX MAP: 0070, GRID: 0005, PARCEL: 0144
9. CENSUS TRACT: 407800
   REGIONAL PLANNING DISTRICT: PIKESVILLE (CODE NO. 313)
   ELEMENTARY SCHOOL DIST.: MILDENBERG ELEMENTARY SCHOOL
   MIDDLE SCHOOL DIST.: PIKESVILLE MIDDLE SCHOOL
   HIGH SCHOOL DIST.: PIKESVILLE HIGH SCHOOL
   WATERSHED: JONES FALLS
   SUB-WATERSHED: TUSCARORA BRANCH
10. MASTER PLAN DESIGNATIONS: WATER: W-1, SEWER: S-1
11. ELECTION DISTRICT: 3RD
12. COUNCILMANIC DISTRICT: 2ND
13. PARKING TABULATION: REQUIRED: 2 PER DWELLING UNIT OR 4 PARKING SPACES
    PROPOSED: 4 PARKING SPACES
14. EXISTING USE: RESIDENTIAL (1 - SINGLE FAMILY DETACHED DWELLING)
15. PROPOSED USE: RESIDENTIAL (2 - SINGLE FAMILY DETACHED DWELLINGS)
16. OPEN SPACE: NOT REQUIRED IN ACCORDANCE WITH BILL NUMBER 110-99.
17. THERE ARE NO HISTORICAL STRUCTURES ON THE SUBJECT SITE.
18. SUBJECT SITE DOES NOT LIE WITHIN THE CHESAPEAKE BAY CRITICAL AREA.
19. STORM WATER MANAGEMENT IS REQUIRED FOR THIS SITE. THIS SITE LIES IN THE JONES FALLS WATERSHED.
20. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED ON A FIELD RUN SURVEY CONDUCTED BY GOLBERT MATZ ROSENFELT, INC. DATED 10 / 01 / 2013. INFORMATION SHOWN OUTSIDE THE LIMIT OF FIELD RUN TOPOGRAPHY IS TAKEN FROM AVAILABLE BALTIMORE COUNTY GIS INFORMATION (GTECC).
21. THE PROPERTY AS SHOWN ON THIS PLAN HAS BEEN HELD INTACT SINCE DECEMBER 2, 1960. THE DEVELOPER'S SURVEYOR HAS CONFIRMED THAT NO PART OF THE GROSS AREA OF THIS PROPERTY AS SHOWN ON THE PLAN HAS EVER BEEN UTILIZED, REGORDED, OR REPRESENTED AS DENSITY OR AREA TO SUPPORT OFF-SITE DWELLINGS.
22. THERE IS NO ZONING CASE HISTORY FOR THIS SITE.
23. THIS SITE IS NOT LOCATED IN ANY DEFICIENT AREA ON THE BASIC SERVICES MAP.
24. THE DEVELOPER MUST PROVIDE THE NECESSARY DRAINAGE FACILITIES (TEMPORARY OR PERMANENT) TO PREVENT CREATING ANY NUISANCES OR DAMAGE TO ADJACENT PROPERTIES, ESPECIALLY BY THE CONCENTRATION OF SURFACE WATERS, CONNECTION OF ANY PROBLEM WHICH MAY RESULT DUE TO IMPROPER GRADING OR IMPROPER INSTALLATION OF DRAINAGE FACILITIES WOULD BE THE FULL RESPONSIBILITY OF THE DEVELOPER.
25. WATER METERS DESIGNATED TO A SPECIFIC LOCATION OR ADDRESS SHALL NOT BE RELOCATED WITHOUT PERMISSION FROM BALTIMORE CITY, BUREAU OF WATER AND WASTEWATER.
26. MAXIMUM BUILDING HEIGHT: 70 FEET.
27. PROPOSED DRIVEWAY ENTRANCE APRON TO BE IN ACCORDANCE WITH BALTIMORE COUNTY STANDARD PLATE R-15A.
28. THE DEVELOPMENT AS PROPOSED WILL INCLUDE PROTECTIVE MEASURES ADEQUATE TO PREVENT EROSION OR SLOUGHING OF ANY STEEP SLOPES AS DEFINED BY SECTION 32-4-101 OF THE BALTIMORE COUNTY CODE AND PROMOTE THE PRESERVATION OF THE NATURAL TOPOGRAPHIC FEATURES OF THE STEEP SLOPES. THIS WILL BE ACHEIVED BY PROVIDING EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH THE REQUIREMENTS OF THE BALTIMORE COUNTY SOIL CONSERVATION DISTRICT AND THE CURRENT STATE OF MARYLAND SPECIFICATIONS FOR SOIL AND EROSION CONTROL.


VLADIMIR SAFRONOV AND ELEONOR SAFRONOV TAX ACCT. 0312028190 DEED 12214 / 496 LOT 1
DARREN WEISS AND NINA WEISS TAX ACCT. 0312062760 DEED 34023 / 287 LOT 2
STEPHEN S. SOLANDER AND ROSEANN SOLANER TAX ACCT. 0911005240 DEED 10908 / 351 LOT 3
PAUL D. LICHTENSTEIN AND KATHERINE B. LICHTENSTEIN TAX ACCT. 0313063500 DEED 10466 / 603 LOT 4
PAUL E. ALPERT AND PAULA SUE ALPERT TAX ACCT. 0302048010 DEED 6766 / 334 LOT 6
LOT 7
RACHEL KALMANOVICH TAX ACCT. 0307061850 DEED 34690 / 446
#3200 EXISTING DWELLING
#3202 EXISTING DWELLING
#3203 EXISTING DWELLING
#3204 EXISTING DWELLING
#3205 EXISTING DWELLING
#3206 EXISTING DWELLING
#3201 EXISTING DWELLING
TIMBERFIELD LANE (50' R/W) (RW 60-181) DEED REF. 3813 / 184
84'± TO CL OF LIGHTFOOT DRIVE
PROF. 1-1/2" PVC WITH 1" HM FOR LOT 2
NOTE: PROPOSED WATER SERVICE FOR #3202A CROSSES EXISTING SANITARY HOUSE CONNECTION SERVICE TO #3200. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING SANITARY HOUSE CONNECTION PRIOR TO INSTALLING PROPOSED WATER SERVICE FOR #3202A.
EX. 8" SAN. (DWG # 2004-0051) R=50.00' L=55.56' 115°04'22"
EX. 15" D. (DWG # 1960-0710)
PRIVATE INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT (SEE DETAIL THIS SHEET) (DEED 37181 / 203)
EXISTING DRAINAGE AND UTILITY EASEMENT (RW 60-181, DEED REF. 3813 / 184)
EXISTING HEADWALL
LIMIT OF DISTURBANCE (TYPICAL)
EX. SEPTIC TANK (TO BE REMOVED)
PROP. 6" SAN. HOUSE CONN. @ 2.00%
PROP. 4" SAN. HOUSE CONN. @ 2.00%
EX. 6" SAN. HOUSE CONN. TO REMAIN
PROP. 1" WATER SERVICE
PROP. 4" WATER SERVICE
PROP. 6" WATER SERVICE
PROP. 8" WATER SERVICE
PROP. FIRE HYDRANT
PROP. 8" PRV
PROP. 8" PRESSURE SEWER
DRAINAGE AND UTILITY EASEMENT (1,350 S.F. = 0.031 AC.) RLN 2016-019-01, DEED 37384 / 113
BALTIMORE COUNTY ACCESS EASEMENT (2,121 S.F. = 0.049 AC.) RLN 2016-019-02, DEED 37384 / 143 RLN 2016-019-03, DEED 37384 / 148 AND 163
PROP. 8" SEWER
PROP. 4" SEWER
PROP. 6" SEWER
PROP. 8" SEWER
PROP. 6" WATER
PROP. 8" WATER
PROP. 4" WATER
PROP. 1" WATER
PROP. 6" SAN. HOUSE CONN. @ 2.00%
PROP. 4" SAN. HOUSE CONN. @ 2.00%
PROP. 1" WATER SERVICE
PROP. 4" WATER SERVICE
PROP. 6" WATER SERVICE
PROP. 8" WATER SERVICE
PROP. FIRE HYDRANT
PROP. 8" PRV
PROP. 8" PRESSURE SEWER
PROP. GRADING LINE (PRIVATE)
PROP. CONC. SPLASH PAD W/ FLEX. CONN. EL. = 431.00

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 38394, p. 0295, MSA_CE62_38251. Date available 12/19/2016. Printed 02/22/2019.

AFTER RECORDING, PLEASE RETURN TO:
Lawrence S. London, Esq., t/a Clear Title Group
106 Old Court Road
Suite 104
Baltimore, MD 21208
(410) 486-5456
File No. **16-6293**

1/2

DEED

THIS DEED, made this **7th** day of **December, 2016**, by and between **3200 Timberfield LLC**, Grantor, party of the first part; and **David Koshkarman and Esther Koshkarman**, Grantees, parties of the second part.

WITNESSETH, that in consideration of the sum of **Three Hundred Eighty-Five Thousand And 00/100 Dollars ($385,000.00)**, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey to the said Grantees, their Personal Representatives, heirs, successors and assigns in fee simple all that lot of ground situate in the County of Baltimore, State of Maryland, and described as follows, that is to say:

3200 Timberfield Lane—Baltimore, MD 21208
District 03 Account 0308068640

Beginning for the same on the Southeast side of Timberfield Lane, 50 feet wide, where it is intersected by the line of division between Lot 4 and Lot 5, Block "D" as shown on the Plat of, "Section Two, Labyrinth", which plat is recorded among the Land Records of Baltimore County, Maryland in Plat Book W.J.R. No. 27, folio 43, and thence leaving the Southeast side of said Timberfield Lane, and running with and binding on a part of said line of division, as now surveyed, and referring the courses of this description to the Maryland Coordinate System NAD 83/91, the following course and distance *viz;*

1. **South 66 degrees 18 minutes 44 seconds East 139.96 feet to a capped rebar now set, thence leaving said line of division and running for new lines of division the following three courses and distances *viz*:**

2. **South 55 degrees 30 minutes 57 seconds West 134.85 feet to a capped rebar now set,**

3. **South 87 degrees 21 minutes 16 seconds West 35.68 feet to a capped rebar now set, and**

LR - Deed (w T
Recording only
Name: David Ko
Ref:
LR - Deed (wit
Surcharge
LR - Deed State
Transfer Tax 1,92
LR - NR Tax - 1kd
SubTotal:
Total:
12/14/2016 02:30
#7458961 CC0301 -
Baltimore
County/CC03.01.04
Register 04

EXHIBIT
H

2019-0264-SPH

4. **North 02 degrees 38 minutes 44 seconds West 109.58 feet to a capped rebar now set on the Southeast side of said Timberfield Lane, and thence running with and binding on the Southeast side of said Timberfield Lane,**
5.
6. **Northeasterly by a curve to the left having a radius of 50.00 feet, for an arc length of 34.98 feet, the chord of said arc bearing North 43 degrees 43 minutes 45 seconds East 34.27 feet to the place of beginning.**

Containing 11,684 square feet or 0.268 of an Acre of land more or less. Known and identified as 3200 Timberfield Lane, Baltimore, MD 21208

BEING that property which, by Deed dated November 4, 2016, and recorded November 9, 2016 among the Land Records of the County of Baltimore, State of Maryland, in Liber JLE No. 38235, folio 153, was granted and conveyed by 3200 Timberfield, LLC unto 3200 Timberfield, LLC, the Grantor herein.

BY THE EXECUTION OF THIS DEED, the party of the first part hereby certify under the penalties of perjury that the actual consideration paid or to be paid, including the amount of any Mortgage or Deed of Trust outstanding, is as hereinbefore set forth.

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

TO HAVE AND TO HOLD the said described lot of ground and premises to the said Grantees, as tenants by the entireties, their Personal Representatives, heirs, successors and assigns, in fee simple.

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

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 38394, p. 0296, MSA_CE62_38251. Date available 12/19/2016. Printed 02/22/2019.

WITNESS the hand and seal of the said Grantor.

3200 TIMBERFIELD LLC

By: _____ {SEAL}
Jonathan Ehrenfeld, Managing Member

COUNTY OF BALTIMORE, STATE OF MARYLAND :

AND NOW, this 6th day of **December**, **2016**, before me, the undersigned Notary Public, appeared **Jonathan Ehrenfeld**, who acknowledged himself/herself to be the **Managing Member** of **3200 Timberfield LLC**, a limited liability company, and he/she, as such **Managing Member** being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing in my presence the name of the company by himself/herself as such **Managing Member**.

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

My commission expires: 7/24/20

_____
Notary Public

CHANA OSTROZYNSKI
NOTARY PUBLIC
BALTIMORE CITY
MARYLAND
MY COMMISSION EXPIRES JULY 24, 2020

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

_____
Lawrence S. London, Attorney

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 38394, p. 0297, MSA_CE62_38251. Date available 12/19/2016. Printed 02/22/2019.

MARYLAND FORM WH-AR

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

2016

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor 3200 Timberfield LLC

2. Reasons for Exemption

Resident Status

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

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

Principal Residence

☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

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

3a. Individual Transferors

Witness

Name

Signature

3b. Entity Transferors

Witness/Attest

3200 TIMBERFIELD LLC
Name of Entity

By

Jonathan Ehrenfeld
Name

Managing Member
Title

File No. 16-6293 Re: 3200 Timberfield Lane, Baltimore, MD 21208

16-49

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 38394, p. 0298, MSA_CE62_38251. Date available 12/19/2016. Printed 02/22/2019.

File No. 16-6293

OWNER OCCUPANCY AFFIDAVIT

David Koshkarman and Esther Koshkarman, the Grantees in the within Deed hereby certify under the penalties of perjury, as evidenced by the joinder herein, that the land conveyed in this Deed is residentially improved owner-occupied real property and that the residence will be occupied by us for at least 7 of the 12 months immediately following this conveyance.

WITNESS:

As to All

David Koshkarman (SEAL)

Esther Koshkarman (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 7th day of December, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David Koshkarman and Esther Koshkarman, the parties herein, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing to be their act, and in my presence signed and sealed the same.

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

LAWRENCE S. LONDON NOTARY PUBLIC MY COMMISSION EXPIRES 9/22/2017 BALTIMORE COUNTY, MD

Notary Public

My Commission Expires: 9/22/2017

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 38394, p. 0299, MSA_CE62_38251. Date available 12/19/2016. Printed 02/22/2019.

BOOK: 38394 PAGE: 300

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Baltimore

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

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

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments (☐ Check Box if addendum Intake Form is Attached.)

1 Deed	☐ Mortgage	☐ Other	☐ Other
2 Deed of Trust	☐ Lease		

2 Conveyance Type Check Box

☒ Improved Sale Arms-Length [1]	☐ Unimproved Sale Arms-Length [2]	☐ Multiple Accounts Arms-Length [3]	☐ Not an Arms-Length Sale [9]

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	
State Transfer	First Time Maryland Homebuyer
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	$ 385,000.00	Transfer Tax Consideration	$ 5445.00
Any New Mortgage	$ 308,000.00	X ( ) % =	$
Balance of Existing Mortgage	$	Less Exemption Amount –	$
Other:	$	Total Transfer Tax =	$
Other:	$	Recordation Tax Consideration	$
Full Cash Value:	$	X ( ) per $500 =	$ 1925.00
		TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2	
Recording Charge	$ 60.00	$ 60.00	Agent:
Surcharge	$	$	
State Recordation Tax	$ 1,925.00	$	Tax Bill:
State Transfer Tax	$ 1,925.00	$	C.B. Credit:
County Transfer Tax	$	$	
Other	$	$	Ag. Tax/Other:
Other	$	$	

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(I).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
03	0308068640	38235/153			☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
	4, 5	D		13995/001	

Location/Address of Property Being Conveyed (2): 3200 Timberfield Lane, Baltimore, MD 21208

Other Property Identifiers (if applicable): | Water Meter Account No.:

Residential ☒ or Non-Residential ☐ | Fee Simple ☒ or Ground Rent ☐ | Amount: N/A

Partial Conveyance? ☐ Yes ☒ No | Description/Amt. of SqFt/Acreage Transferred: N/A

If Partial Conveyance, List Improvements Conveyed: N/A

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
3200 Timberfield LLC	David Koshkarman
	Esther Koshkarman
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
David Koshkarman	Clear Title Group,, Trustee
Esther Koshkarman	

New Owner's (Grantee) Mailing Address: 3200 Timberfield Lane, Baltimore, MD 21208

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)
	Academy Mortgage Corporation

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Tonya Spicer

Firm: Lawrence S. London, Esq., t/a Clear Title Group

Address: 106 Old Court Road, Suite 104

Baltimore, MD 21208 Phone: (410) 486-5456

☒ Return to Contact Person

☐ Hold for Pickup

☒ Return Address Provided

11 Assessment Information

IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTCOPY MUST ACCOMPANY EACH TRANSFER

☒ Yes ☐ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☒ No Does transfer include personal property? If yes, identify:

☐ Yes ☒ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only – Do Not Write Below This Line

Terminal Verification | Agricultural Verification | Whole | Part | Tran. Process Verification

Transfer Number | Date Received: | Deed Reference: | Assigned Property No.:

	Year	20	20
Land			
Buildings			
Total			

Geo.	Map	Sub	Block
Zoning	Grid	Plat	Lot
Use	Parcel	Section	Occ. Cd.
Town Cd.			

REMARKS:

RECORDATION TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND
T.P. ART 12-108

DOC# 2 3 4 5 6

Initial

Date 12-14-16

Distribution: ☐ Clerk's Office ☐ Office of Finance ☐ SDAT ☐ Preparer

AOC-CC-300 (5/2001)

16-6293

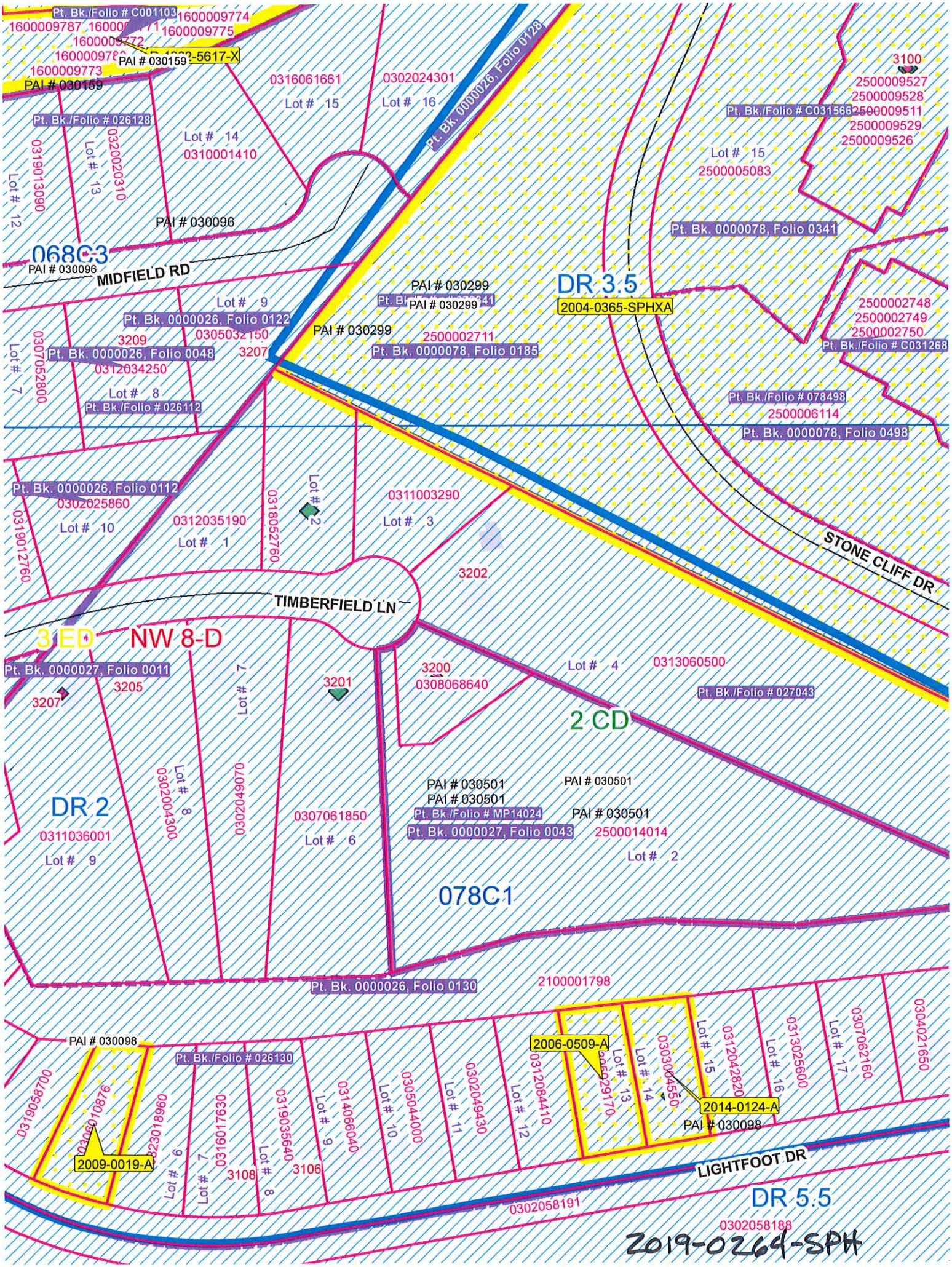
DUPLICATE PAID RECEIPT

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 38394, p. 0300. MSA_CE62_38251. Date available 12/19/2016. Printed 02/22/2019.

2019-0264-SPH

ZONING PROPERTY DESCRIPTION FOR 3200 TIMBERFIELD LANE, PIKESVILLE, MARYLAND 21208

3200 Timberfield Lane is located east of Lightfoot Drive on the southeast side of the cul-de-sac at the eastern end of Timberfield Lane. 3200 Timberfield Lane is Lot #1, Block D of the Labyrinth subdivision as recorded in Baltimore County Plat Book #27, Folio #43. 3200 Timberfield Lane contains 11,684 square feet or 0.286 acres. 3200 Timberfield Lane is located in Election District 3 and Council District 2.


Pt. Bk./Folio # C001103
1600009774
1600009787
1600009775
1600009772
PAI # 030159-5617-X
1600009773
PAI # 030159
0316061661
Lot # 15
0302024301
Lot # 16
Pt. Bk./Folio # 026128
Lot # 14
0310001410
0320020310
Lot # 13
0319013090
Lot # 12
PAI # 030096
068C3
PAI # 030096
MIDFIELD RD
Lot # 9
Pt. Bk. 0000026, Folio 0122
0305032150
3209
Pt. Bk. 0000026, Folio 0048
0312034250
3207
0307052800
Lot # 7
Lot # 8
Pt. Bk./Folio # 026112
PAI # 030299
Pt. Bk. 0000026, Folio 0130
PAI # 030299
2500002711
Pt. Bk. 0000078, Folio 0185
PAI # 030299
DR 3.5
2004-0365-SPHXA
Pt. Bk. 0000026, Folio 0112
0302025860
Lot # 10
0319012760
0312035190
Lot # 1
0318052760
Lot # 2
0311003290
Lot # 3
3202
TIMBERFIELD LN
3ED
NW 8-D
Pt. Bk. 0000027, Folio 0011
3205
3207
Lot # 7
3201
3200
0308068640
Lot # 4
0313060500
Pt. Bk./Folio # 027043
2 CD
DR 2
0311036001
Lot # 9
Lot # 8
0302004300
0302049070
0307061850
Lot # 6
PAI # 030501
PAI # 030501
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PAI # 030501
Pt. Bk. 0000027, Folio 0043
2500014014
Lot # 2
078C1
Pt. Bk. 0000026, Folio 0130
2100001798
PAI # 030098
Pt. Bk./Folio # 026130
2009-0019-A
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0307908230
Lot # 9
Lot # 7
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Lot # 8
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3106
Lot # 9
0314066040
Lot # 10
0305044000
Lot # 11
0302049430
Lot # 12
0312084410
2006-0509-A
0305029170
Lot # 13
Lot # 14
0303084550
2014-0124-A
PAI # 030098
Lot # 15
0312042820
Lot # 16
0313025600
Lot # 17
0307062160
0304021650
LIGHTFOOT DR
DR 5.5
0302058191
0302058188
3100
2500009527
2500009528
Pt. Bk./Folio # C031566
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2500009526
Lot # 15
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Pt. Bk. 0000078, Folio 0341
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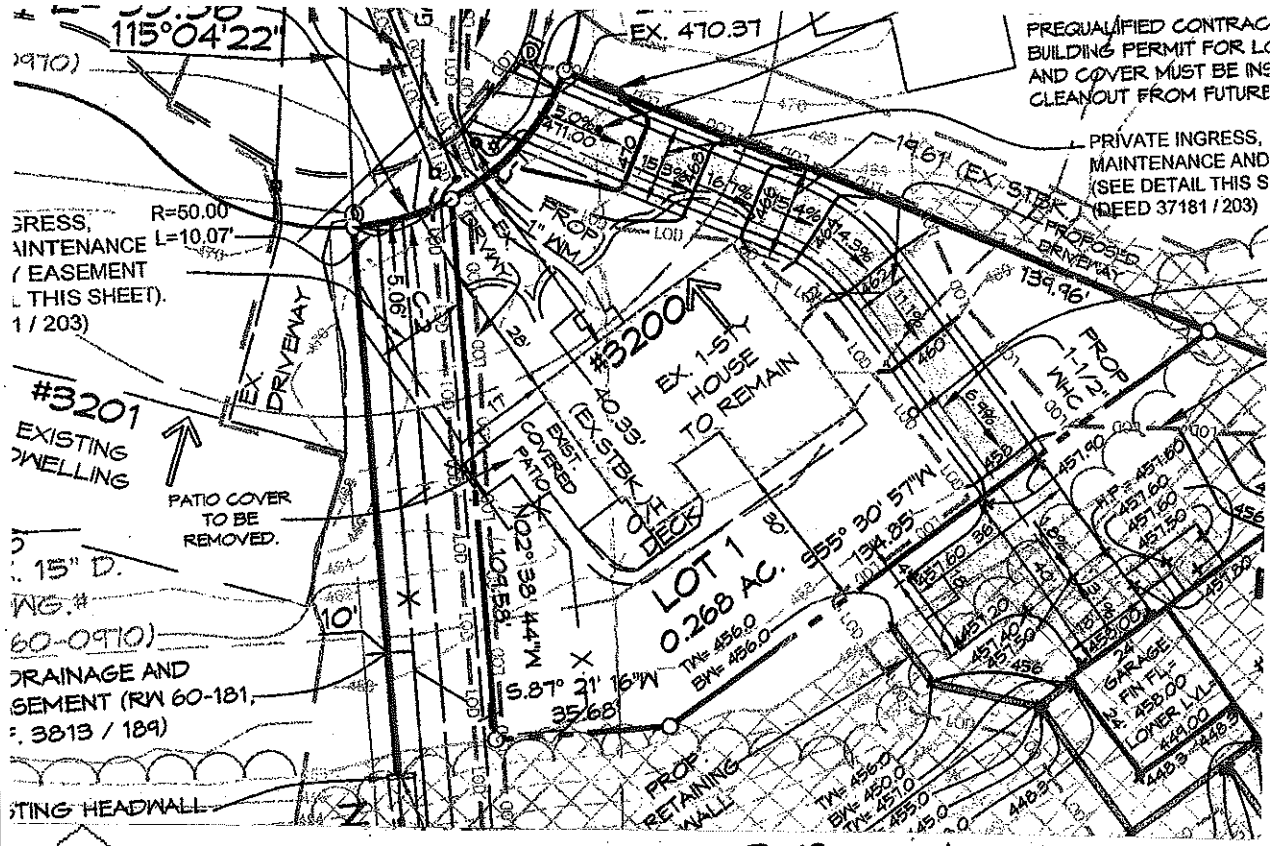
2500002749
2500002750
Pt. Bk./Folio # C031268
Pt. Bk./Folio # 078498
2500006114
Pt. Bk. 0000078, Folio 0498
STONE CLIFF DR
2019-0269-SPH

ZONING HEARING PLAN FOR VARIANCE ___ FOR SPECIAL HEARING X (MARK TYPE REQUESTED WITH X)

ADDRESS 3200 TIMBERFIELD LANE, PIKESVILLE, MD OWNER(S) NAME(S) DAVID AND ESTHER KOSHKARMAN

SUBDIVISION NAME LABYRINTH LOT # 1 BLOCK # D SECTION # ___

PLAT BOOK # 27 FOLIO # 43 10 DIGIT TAX # 0308068640 DEED REF. # 38394/00295

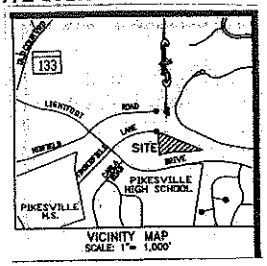


2019-0264-SPH

COPIED FROM PLAN PREPARED

PLAN DRAWN BY BY COLBERT MATZ ROSENFELT DATE MAY 6, 2014 SCALE: 1 INCH = 30 FEET

SITE VICINITY MAP



MAP IS NOT TO SCALE

ZONING MAP# 078C1

SITE ZONED DR 2

ELECTION DISTRICT 3

COUNCIL DISTRICT 2

LOT AREA ACREAGE .208 ACRES

OR SQUARE FEET 11,684

HISTORIC ? NO

IN CBCA ? NO

IN FLOOD PLAIN ? NO

UTILITIES ? MARK WITH X

WATER IS:

PUBLIC X PRIVATE ___

SEWER IS:

PUBLIC X PRIVATE ___

PRIOR HEARING ? NO

IF SO GIVE CASE NUMBER AND ORDER RESULT BELOW

VIOLATION CASE INFO:

Board of Appeals

Case No: 2019-264-SPH Case Name: In RE 3200 Timberfield Lane

Exhibit List – MOTION ONLY

Party: Petitioner Date: 10/29/19

Exhibit No:	Description:
✓ 1	Memo before ALJ – MOTION
✓ 2	Aerial Photo – "
✓ 3	My Neighborhood blowups "
✓ 4A &	Photos MOTION
✓ B	" "
✓ C	" "
✓ D	" "
✓ 5	Plan
✓ 6.	County Rules
✓ 7	~~4A~~ Memo to Richards 10/6/15
✓ 8	Fire Dept Memo
✓ 9	~~Bees Din Letter~~ ~~letter~~ Memo + Richards 12/10/15
✓ 10	~~Bees~~ Din Letter
	VERIFIED BY KC DATE: 10/30/19

IN RE: 3200 Timberfield Lane East of Lightfoot Drive at the end of Timberfield Lane 3rd Election District – 2nd Councilmanic District Legal Owners: David & Esther Koshkarman	*	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS FOR BALTIMORE COUNTY Case No. 2019-0264-SPH

* * * * * * * * * * * *

Petitioner
CBA Exhibit
1

PETITIONERS' OPPOSITION TO PROPERTY OWNER'S MOTION TO DISMISS

FACTS

This case concerns the legality of a panhandle driveway on an alleged right-of-way through a front lot known as 3200 Timberfield Lane to serve a rear lot in the DR-2 zone. The panhandle driveway is not on an in-fee strip of land. The alleged easement for the right-of-way passes within inches of the house at 3200 Timberfield Lane.

Baltimore County Code ("BCC") subsection 32-4-409(b) allows "a panhandle lot if the lot includes an in-fee strip of land for access to the local street." BCC subsection 32-4-409(c) provides an exception to the requirement for using an in-fee strip for a panhandle driveway: "In cases where a right-of-way has been established before the submission of the Development Plan, the [Administrative Law Judge] may approve access to the local street or collector street through the existing right-of-way instead of an in-fee strip." The Administrative Law Judge ("ALJ") has not approved such a right-of-way through 3200 Timberfield Lane.

BCC subsection 32-4-409(k) also authorizes the Director of Planning ("Director") to waive certain provisions of section 32-4-409. Subsection 32-4-409(k) provides:

> (k) *Waiver.* Except as provided in subsections (d) and (e) of this section, the Director of Planning may grant a waiver from any provision in this section or title if the Director finds:
> (1) That the size, scope, and nature of the subdivision of land into three or fewer lots for residential single-family dwellings does not justify strict compliance with this section;
> (2) That a waiver would be within the scope, purpose, and intent of this section; and
> (3) Compliance with all other county ordinances and regulations.

The Director has not waived these provisions.

Petitioners filed a petition in accordance with Baltimore County Zoning Regulation ("BCZR") section 500.7 and sought a ruling that the proposed road for ingress and egress to the back lot is illegal. Petitioners also sought a ruling that the road is illegal because it violates the applicable setback requirement.

The Addendum ("Addendum") to the Residential Contract of Sale ("Contract"), Article 5 reads as follows:

> The parties hereby waive trial by jury in any litigation arising out of the Contract as modified by this Addendum or any conflict created between the two documents. It is hereby agreed that any dispute that may arise in connection with the Contract, this Addendum, the Property, Easements, and/or Approved Subdivision shall be submitted before the Baltimore Beis Din. Judgment rendered by the aforesaid authority may be entered in any court having jurisdiction thereof.

The parties, as defined by the Addendum, are specifically and only 3200 Timberfield, LLC ("Seller") and David Koshkarman ("Buyer").

On June 12, 2019, the Property Owners moved to dismiss Petitioners' section 500.7 action.

Questions Presented

On June 17, 2019, the ALJ ordered the parties to file memoranda by June 24, 2019 that addressed the following issues:

1. Does article 5 of the Addendum to the Contract require the Petitioners to submit the dispute that is the subject of this BCZR section 500.7 action to the Baltimore Beis Din?

2. Does the ALJ have the legal authority in a BCZR section 500.7 action to consider whether the Department of Permits, Approvals, and Inspections properly approved the Minor Subdivision Plan with the panhandle driveway where the driveway is not on an in-fee strip and where neither the ALJ nor the Director approved the panhandle driveway?

ARGUMENT

The ALJ should deny the motion to dismiss because (A) article 5 of the Addendum to the contract does not require the Petitioners to submit the dispute to the Baltimore Beis Din; and (B) the ALJ has the legal authority to determine whether the Department of Permits, Approvals, and Inspections properly approved the Minor Subdivision Plan with the panhandle driveway where the driveway is not on an in-fee strip and where neither the ALJ nor the Director approved the panhandle driveway.

A. Article 5 of the Addendum to the Contract does not require the Petitioners to submit the dispute to the Baltimore Beis Din.

"[A] gateway dispute about whether the parties are bound by a given arbitration clause raises a 'question of arbitrability' for a court to decide." *Howsam v. Dean Witter Reynolds, Inc.*, 537 U.S. 79, 84 (2002). "Similarly, a disagreement about whether an arbitration clause in a concededly binding contract applies to a particular type of controversy is for the court." *Id.* Parties such as Buyer's wife Esther ("Spouse") and relevant government authorities are not named in the Addendum, and as such the OAH needs to decide whether the Addendum applies to these particular parties.

"Arbitration is 'consensual; a creature of contract. As such, only those who consent are bound. . . . In the absence of an express arbitration agreement, no party may be compelled to submit to arbitration in contravention of its right to legal process.' " *Curtis G. Testerman Co. v. Buck*, 340 Md. 569, 579–80 (1995) (quoting Thomas J. Stipanowich, *Arbitration and the Multiparty Dispute: The Search for Workable Solutions,* 72 Iowa L.Rev. 473, 476 (1987)). "Arbitration is a process whereby *parties voluntarily agree* to substitute a private tribunal for the public tribunal otherwise available to them." *Hartford Accident & Indem. Co. v. Scarlett Harbor Assocs.*, 346 Md. 122, 127 (1997) (emphasis in original). Accordingly, an arbitration clause "cannot impose obligations on persons who are not a party to it and do not agree to its terms." *Id.*

"If the language of the contract is unambiguous, [the Court of Appeals] give[s] effect to its plain meaning and do[es] not delve into what the parties may have subjectively intended." *Rourke v. Amchem Prod., Inc.*, 384 Md. 329, 354 (2004). When

"language within [an arbitration] clause unambiguously limits its application to disputes between [named parties]," third parties are not bound by the clause. *See e.g.*, *Schneider Elec. Buildings Critical Sys., Inc. v. W. Sur. Co.*, 454 Md. 698, 708 (2017) (discussing arbitration in regards to unbound sureties to a contractor dispute).

Furthermore, "[o]ne spouse's signature on a pleading, legal document, contract, etc., which is intended by the signer to be on behalf of both spouses, is not by itself sufficient to make the signing spouse an agent of the non-signing spouse or to include the non-signing spouse." *In re Nicole B.*, 410 Md. 33, 63 (2009). "[The Court of Appeals has] consistently held that the relationship of principal and agent between a husband and wife may not be implied from the marital status of the parties." *William Penn Supply Corp. v. Watterson*, 218 Md. 291, 296 (1958). Even regarding deeds and contracts between spousal tenants by the entirety, "Maryland cases hold (in the entireties area) that one spouse is not, by that fact alone, an agent for the other." *State v. One 1984 Toyota Truck*, 311 Md. 171, 186 (1987). "[I]n that form of ownership, each tenant is entitled to the whole; neither tenant holds a separate interest." *Id.* at 187.

In this case, Seller and Buyer agreed to arbitration in the Beis Din to resolve all disputes between themselves arising from the Contract. However, that does not mean that the Beis Din has the authority to determine whether arbitration is required with disputes arising between either Seller or Buyer and unnamed third parties. Jurisdiction in these auxiliary disputes is a matter for the court system to decide. *See Howsam*, 537 U.S. at 84.

The language of the contract was unambiguous in binding only Seller and Buyer. *See Rourke*, 384 Md. at 354. Thus, the ALJ has the authority to determine jurisdiction in disputes arising between Buyer and governmental agencies, Seller and Spouse, or Spouse and agencies, since these parties were not named in the Addendum or the Contract. *See Schneider*, 454 Md. at 708.

Furthermore, the ALJ should determine that he can, in fact, hear the case. Because "[a]rbitration is a process where *parties voluntarily agree* to substitute a private tribunal for the public tribunal otherwise available to them" and thus a waiver of one's remedies at law, it is unfair to bind parties that have not consented to an arbitration clause. *See Hartford*, 346 Md. at 127 (emphasis in original). "In the absence of an express arbitration agreement, no party may be compelled to submit to arbitration in contravention of its right to legal process." *Buck*, 340 Md. at 579. This is not a matter between Buyer and Seller, but rather Buyer, Spouse, and an unnamed third party, and it is therefore appropriate to hear the case.

Even if the ALJ determines that he cannot adjudicate Buyer's dispute, Spouse may still be heard. Because Spouse has an undivided interest in the property, *see Toyota*, 311 Md. at 187, but she did not sign the arbitration clause, she is not bound to arbitration. Even if Buyer signed the Addendum with the intent to bind Spouse, that is "not by itself sufficient to make [Buyer] an agent of [Spouse] or to include [Spouse]." *In re Nicole B.*, 410 Md. at 63. No agency relationship is implied by a marriage alone. *See Watterson*,

218 Md. at 296. If Spouse was not bound by either Buyer's signature or Spouse's name on the deed, then any case arising between Spouse and another third party is unaffected by the Addendum's arbitration clause.

B. The ALJ has the legal authority to determine whether the Department of Permits, Approvals, and Inspections properly approved the Minor Subdivision Plan with the panhandle driveway where the driveway is not on an in-fee strip and where neither the ALJ nor the Director approved the panhandle driveway.

The Baltimore County Office of Administrative Hearings ("OAH"), the Baltimore County Board of Appeals ("BOA"), and the Baltimore County Circuit Court ("Circuit Court") have all recently considered the jurisdiction of the ALJ in the circumstances presented in this case. On November 6, 2014, the OAH issued an Order of Dismissal holding that the ALJ did not have the jurisdiction to interpret sections of the BCC in a BCZR section 500.7 hearing. The BOA affirmed this decision, after an April 6, 2015 *de novo* hearing, by Order on June 5, 2015. *See In re Castronovo*, No. 15-055-SPH (BOA June 5, 2015) [Ex. A].

Petitioners in the case appealed to the Circuit Court, which reversed the BOA decision. *See In re Castronovo,* No. 03-C-15-6323 (Balt. Cir. Feb. 25, 2016) [Ex. B]. When a section of the BCZR "require[s] compliance with those procedures and provisions detailed in [the BCC]", the Circuit Court held that "the Board of Appeals must have the authority to review the cross-referenced sections of the BCC. . . . Without such authority, the Board of Appeals would not be able to evaluate whether Respondent is in

compliance with the requirements of [the BCZR]." *Id.* at 5. The BOA then remanded the case back to the OAH, whereupon the ALJ issued a new ruling. *See In re Castronovo*, No. 2015-0055-SPH (OAH Feb. 24, 2017) [Ex. C].

This case is materially similar to *In re Castronovo* and its procedural history. The Koshkarmans are petitioning for a public hearing under BCZR section 500.7 for a decision that may require interpretation of BCC section 32-4-409. Furthermore, BCZR § 1A04.4(D)(1)(4) reads: "Panhandle lots must conform to section 32-4-409 of the Baltimore County Code and to the standards in the Comprehensive Manual of Development Policies." Consequently, because a section of the BCZR "requires compliance with those procedures and provisions detailed in [the BCC]", it therefore necessitates that the OAH and BOA have jurisdiction to interpret the BCC, or else they "would not be able to evaluate whether [a party] is in compliance with the requirements of [the BCZR]. *See In re Castronovo*, No. 03-C-15-6323 at 5 (Balt. Cir. Feb. 25, 2016).

The OAH has also recently ruled on a matter specifically involving BCC section 32-4-409 and BCZR section 500.7. *See In re Glen Arm Properties I, LLC*, No. 2018-0251-SPH (OAH May 7, 2018) [Ex. D]. In *In re Glen Arm*, Petitioner sought relief from the "in-fee strip of land" requirement of BCC subsection 32-4-409(b)(1) through a 500.7 special hearing—the precise mechanism that was both required and ignored in this case. The OAH granted Petitioner's request for a special hearing in *In re Glen Arm* and should do so again presently.

Because the OAH's authority has already been clarified by the Circuit Court and recently exercised by the OAH in the context of panhandle driveways, the OAH has clear jurisdiction to determine the scope and implementation of BCC section 32-4-409 in a BCZR section 500.7 public hearing. Otherwise the OAH could not fulfill its obligation to uphold the remainder of the BCZR, particularly section 1A04.4.

CONCLUSION

The ALJ has jurisdiction in this case. Article 5 of the Addendum does not affect the ALJ's jurisdiction because neither Spouse, nor any County agency or actor, was a party to the Contract or the Addendum. The ALJ also has the jurisdiction to interpret sections of the BCC when interpretation is necessary to uphold the BCZR.

Respectfully submitted,

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gmacynelson@gmacynelson.com
(410) 296-8166
Attorney for Petitioners

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 24th day of June, 2019, a copy of the foregoing Memorandum was mailed first-class, postage prepaid to:

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Towson, Maryland 21204

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Board of Appeals of Baltimore County

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June 5, 2015

Lawrence E. Schmidt, Esquire
Smith, Gildea & Schmidt, LLC
600 Washington Avenue, Suite 200
Towson, Maryland 21204

Bruce E. Covahey, Esquire
Covahey & Boozer, P.A.
614 Bosley Avenue
Towson, Maryland 21204

RE: *In the Matter of: Paul Godwin – Legal Owner*
Charles and Ingrid Castronovo – Petitioners
Case No.: 15-055-SPH

Dear Counsel:

Enclosed please find a copy of the Opinion and Order of Dismissal issued this date by the Board of Appeals of Baltimore County in the above subject matter.

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules*, **WITH A PHOTOCOPY PROVIDED TO THIS OFFICE CONCURRENT WITH FILING IN CIRCUIT COURT. Please note that all Petitions for Judicial Review filed from this decision should be noted under the same civil action number.** If no such petition is filed within 30 days from the date of the enclosed Order, the subject file will be closed.

Very truly yours,

Krysundra "Sunny" Cannington
Administrator

KLC/tam
Enclosure
Duplicate Original Cover Letter

c: Paul Godwin
Charles and Ingrid Castronovo
Jeanne Walsh
Office of People's Counsel
Lawrence M. Stahl, Managing Administrative Law Judge
Nancy West, Assistant County Attorney, Office of Law
Louis and Ann Workmeister
Donald Durham
Jacqueline Hogarth
Andrea Van Arsdale, Director/Dept. of Planning
Arnold Jablon, Director/PAI
Michael Field, County Attorney, Office of Law

EXHIBIT
A
PENGAD 800-631-6989

IN RE: PETITION FOR SPECIAL HEARING 1452 Shore Road (The Subject Property) 15th Election District 6th Councilmanic District Petitioners/Appellants Charles Castronovo Ingrid Castronovo Legal Owners of Subject Property Paul Godwin	* * * * * * * * * * * * * * * * * * * *	**BEFORE THE** **BOARD OF APPEALS** **OF** **BALTIMORE COUNTY** Case No.: 15-055-SPH

* * * * * * * * * * * *

OPINION AND ORDER OF DISMISSAL

Upon consideration of the evidence proffers in a *de novo* appeal and the public deliberation held on April 6, 2015, the Board of Appeals of Baltimore County (the "Board") enters the following Opinion and Order upon the Petition for Special Hearing and other relief.

BACKGROUND

This matter was before Administrative Law Judge John E. Beverungen ("ALJ Beverungen"), Office of Administrative Hearings (OAH), for consideration of a Petition for Special Hearing filed by Charles and Ingrid Castronovo (the "Petitioners'). The Special Hearing was filed pursuant to Section 500.7 of the Baltimore County Zoning Regulations ("B.C.Z.R."). The Petitioners sought the following relief: (1) to determine whether an adjoining property located at 1452 Shore Road is currently in violation of the lot coverage limitations imposed by Section 33-2-603 of the Baltimore County Code (B.C.C.); (2) whether the proposed construction of a stairway and a two level deck on Subject Property would increase the amount of lot coverage maintained on the property in violation of Section 33-2-603 of the B.C.C.; (3) whether

the proposed construction of a stairway and a two level deck on the property located at 1452 Shore Road, which is owned by Paul Godwin (the "Subject Property") violates Section 102.1 of the B.C.Z.R.; (4) whether the proposed construction of a stairway and a two level deck on the property located at the Subject Property would violate the limitation on extending non-conforming structures and uses no more than 25% of the ground floor area of the existing building; and (5) whether a plan for the proposed development of Subject Property can be approved by Baltimore County without review by all required agencies of substantial amendments/alterations thereto.

ALJ Beverungen went on to opine that the Subject Property is zoned DR 5.5. The property is 22,244 square feet in size, and is improved with a single family dwelling and garage/shed. The Petitioners own adjoining property at 1501 Shore Road, and filed this Petition for special hearing seeking a determination that their neighbor's propelty is in violation of various Baltimore County laws and regulations.

ALJ Beverungen concluded that B.C.Z.R. Section 500.7 did not provide the OAH with "jurisdiction" to hear this case. In his opinion, he stated that a "special hearing" under Section 500.7 of the B.C.Z.R. is akin to a declaratory judgment proceeding, and provides this office with authority to construe and interpret the zoning regulations as they apply in a particular setting. Antwerpen v. Baltimore County, 163 Md. App. 194, 209 (2005). The problem here is that the Petitioners have asked for an interpretation of the Baltimore County Code (B.C.C.), not the B.C.Z.R. The Subject Property is zoned DR 5.5 which (unlike some of the RC Zones) does not contain lot coverage limitations. It is DEPS which is the arbiter of this issue, and its inspectors (assuming they found a violation) can issue citations for violations of the County Code and environmental regulations.

On November 6, 2014, for want of jurisdiction, ALJ Beverungen dismissed the Petition for Special Hearing pursuant to Section 500. 7 of the B.C.Z.R, without prejudice.

FACTS

On April 6, 2015, pursuant Section 500.10 of the B.C.Z.R and incident to an appeal filed by Petitioners, who are not owners of the Subject Property[1], a special hearing was held before the County Board of Appeals for Baltimore County (the "Board"). The Petitioners were represented by attorneys Lawrence E, Schmidt, Esquire and Christopher Corey, Esquire. The legal owner of the Subject Property was represented by Bruce Covahey, Esquire.

In a preliminary motion argued before the Board, Lawrence E, Schmidt, Esquire, attorneys for the Petitioners, proffered that the Subject Property is waterfront property located in Eastern Baltimore County. He further stated that Mr. Godwin, the legal owner of the Subject Property has begun the construction of a deck. It is the Petitioners' position that because the Subject Property is located within the Chesapeake Bay Critical Area ("CBCA"), any construction on said property must comply with Baltimore County Code ("BCC") Article 32-2 et. seq. (Chesapeake Bay Critical Areas Protection) and related State Natural Resources regulations. The Petitioners claim that the issue presented is whether the existing and proposed construction, as identified, violated certain provisions of BCC Article 32-2 et. seq. and their companion state regulations. The Petitioners claim that the existing and proposed construction are in fact a violation of BCC Article 32-2 et. seq. and their companion state regulations.

The Petitioners also made a preliminary motion that would require the Board to hold the

[1] Under Section 500.10 of the B.C.Z.R, "Any person or persons, jointly or severally, or any taxpayer or any official, department, board or bureau of Baltimore County feeling aggrieved by any decision of the Zoning Commissioner shall have the right to appeal therefrom to the County Board of Appeals. Notice of such appeal shall be filed, in writing, with the Zoning Commissioner within 10 days from the date of any final order appealed from. Such appeals shall be heard and disposed of by the County Board of Appeals as hereinafter provided."

special hearing in abeyance until such time it receives certain written recommendations from the Director of Environmental Protection and Sustainability ("DEPS"). To support the motion, the Petitioners proffered that pursuant to Section 500.14 of the Baltimore County Zoning Regulations ("BCZR")[2], the Board cannot render a decision in a special hearing[3], (de novo appeal), concerning property situated in CBCA unless written recommendations describing how the proposed request complied with the particulars of that section. The Petitioners proffered that the Subject Property is indisputably with the CBCA and no such written recommendations related to Section 500.14 (A), (B) or (C) have been received by the Board from the Director of DEPS, as such, the Board cannot render a decision in this case.

In an attempt to clarify the Petitioners position concerning the application of Section 500.14 of BCZR, the Board questioned the appropriateness of requiring Paul Godwin, the legal owner of the Subject Property to seek written recommendations from DEPS because it shifts the burden to him to seek something from DEPS that he may not need for the existing and proposed construction on his property. The Petitioners proffered that it is a benefit to all parties to know exactly how DEPS would view the existing and proposed construction on the Subject Property prior to the hearing held by ALJ Beverungen or soon to be held by this Board. The Petitioners opine that neither party should be penalized for not seeking written comments from DEPS but

---

[2] § 500.14. Within Chesapeake Bay Critical Area.

No decision may be rendered by the Zoning Commissioner on any petition for special exception, variance or special hearing unless the Zoning Commissioner has received from the Director of Environmental Protection and Sustainability, or his designated representative, written recommendations describing how the proposed request would:

A. Minimize adverse impacts on water quality that result from pollutants that are discharged from structures or conveyances or that have run off from surrounding lands;

B. Conserve fish, wildlife and plant habitat; and

C. Be consistent with established land use policies for development in the Chesapeake Bay Critical Area which accommodate growth and also address the fact that, even if pollution is controlled, the number, movement and activities of persons in that area can create adverse environmental impacts.

rather the triggering event for the written recommendations is simply the filing of the request to build in the CBCA. As a result, this hearing should be postponed until written comments from DEPS are issued. The Petitioners pointed out that the DEPS did not issue written comments concerning Mr. Godwin's proposed construction on the Subject Property, but it should have, and until such comments are issued all construction should stop.

Bruce Covahey, Esquire; attorney for the Mr. Godwin, owner of the Subject Property, proffered that the preliminary motion offered by the Petitioners supports his motion to dismiss because their petition for special hearing does not require the Board to interpret the Baltimore County Zoning Regulations. Therefore, this Board does not have jurisdiction to hear this matter because only issue presented in this case is whether or not an increase in the amount of lot coverage is a violation of Section 33-2-603 of the BCC.

The Legal Owner also argues the position that the Petitioners have no legal standing in this matter and are attempting to act as private code enforcement officers by protesting the issuance of a building permit to him. The Legal Owner stated that there is nothing in the code or statue that permits an individual appeal the issuance of a building permit. The Legal Owner proffered that only the building permit applicant may appeal the denial of building permit pursuant Section 35-2-302 (e) of the BCC.

The Board sought clarification from the parties concerning the issues presented in this case. The Legal Owner proffered that the issue presented by the Petitioner is whether (i) the amount of lot coverage maintained on the Subject Property in violation of Natural Resources Article and its companion COMAR regulations and/or Section 33-2-603 of the B.C.C, (ii) this Board has jurisdiction to hear a matter unrelated to Baltimore County Zoning Regulations and

[3] § 500.7 (Petitions for Public Hearing; Notice).

(iii) and the Petitioners have standing to petition this Board for a special hearing pursuant to Section 500.7 of the BCZR. Conversely, the Petitioners proffer that the issue in this case is the extent to which the Legal Owner has violated the regulations associated with the CBCA because his 2006 construction project and, the existing and proposed construction are in excess of the lot coverage permitted for Subject Property.

The Petitioners further stated that Section 103.5 (Chesapeake Bay Critical Area; Grandfathering)[4] and Section 104.5 of the BCZR (Uses in the Chesapeake Bay Critical Area) are

---

[4] § 103.5. Chesapeake Bay Critical Area; grandfathering.

A. This subsection applies to grandfathering requirements of the Chesapeake Bay Critical Area Local Protection Program and to the residential densities at which certain land within the Critical Area may be developed after June 13, 1988.

B. The rights conferred under this subsection are subject to:

1. The provisions in § 32-4-273 of the Baltimore County Code, pertaining to the time limit for validity of subdivision plats and, if applicable, to the provisions of Sections 103.3 and 103.4 of the Baltimore County Zoning Regulations;

2. The provisions in Article 33, Title 2, Subtitles 3, 4, and 5 and § 33-2-604 of the Baltimore County Code, pertaining to wetlands, buffers, habitat protection areas and water-dependent facilities; and

3. Other applicable county laws or regulations in effect at the time a right is exercised.

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

D. Lots of record or record lots as of December 1, 1985.

1. Each individual lot or parcel of land that was either a lot of record or a record lot on December 1, 1985, may be developed with a single-family dwelling if a dwelling was not already in existence and if a single-family dwelling was a use permitted on the property under the zoning in effect on December 1, 1985, notwithstanding that such development may be inconsistent with the density provisions of the approved local protection program and provided that this right to develop is subject to all the Zoning Regulations, other than density or lot size, in effect at the time the right is to be exercised; unless the lot or parcel is within the recorded plan or plat of a land subdivision approved by the county before December 1, 1985, in which case the limitations and rights pertaining to the approved plan or plat shall govern.

2. All lots that are developed under this paragraph shall be brought into conformance with the local critical area program, including the consolidation or reconfiguration of lots not individually owned, to avoid or minimize impacts to wetlands, buffers, and habitat protection areas, as determined by the Department of Environmental Protection and Sustainability.

E. Growth allocation will not be required for subdivisions of land where each resultant parcel or lot contains a dwelling which existed on December 1, 1985.

F. Residential subdivision of land other than for single-family dwellings, as covered by Paragraphs D and E of

dispositive to the outcome of the issues presented in this case. Section 103.5 (B) (1) and (B) (2) of the BCZR specifically adopts and incorporates certain provisions of the BCC; including Section 33-2-604 of the BCC. The Petitioners proffered that these grandfathering provisions in this section of the BCZR are relevant to the Legal Owner's ability to further improve the Subject Property in the CBCA.

The Petitioners further argue that Section 104.5 of the BCZR[5] states that where any use within the CBCA that becomes nonconforming on or after the effective date of this section[6] is subject to the provisions of "Sections 104.1, 104.2 and 104.3 and to the variance provisions and procedures of § 32-4-231, § 33-2-205, or § 33-2-603 of the Baltimore County Code, whichever is or are applicable."

The Petitioner contends that under Section 103.5 and Section 104.5 of the BCZR because they incorporate provisions in the BCC that are germane to the CBCA, the Petitioners have standing to file this petition under Section 500.7 of the BCZR[7]. Finally, the Petitioners contend that the Board has jurisdiction and authority to construe the aforementioned Baltimore County Zoning Regulations relating to the CBCA and how the impact the Subject Property.

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this subsection, is permitted in accordance with an approved final development plan or record plat if the approval was granted by the county before June 1, 1984.

G. For nonresidential developments, a lot or parcel of land may be developed with a use permitted on the property under the zoning or use regulations in effect on December 1, 1985, notwithstanding that such development may be inconsistent with the provisions of Article 33, Title 2 of the Baltimore County Code and provided that this right to develop is subject to the Zoning Regulations in effect at the time the right is to be exercised; unless the lot or parcel is within the recorded or approved plat or a plan of a land subdivision approved by the county before December 1, 1985, in which case the limitations and rights pertaining to the approved plan or plat shall govern.

[5]§ 104 Uses in Chesapeake Bay Critical Area.

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

[6]Bill Nos. 32-1988; 124-1991; 9-1996; 137-2004

[7]The Petitioners also pointed out that there is Maryland case law that support the proposition that a neighbor has

DISCUSSION

The Board having evaluated the proffers made by the attorneys of the respective parties and reviewed section of the Baltimore County Code and the Baltimore county Zoning regulations has determined that this Board lacks the jurisdiction to hear the matter. The Board agrees with the Legal Owner the issues presented in the petition for special hearing filed by the Petitioners would require it to interpret and construe certain sections of the Baltimore County Code for which it has no authority. The Petitioners preliminary motion, which would require this Board to hold this special hearing in abeyance until the Director of DEPS could provide written recommendation consistent with Section 500.14 of BCZR, is dismissed because this Board lacks jurisdiction to hear the underlying particulars of the petition for special hearing.

The Board agrees with the Legal Owner's position that the Petitioners petition for special hearing does not involve the interpretation of the Baltimore County Zoning Regulations; therefore, the Board lacks jurisdiction to hear this matter. As such, the Legal Owner's motion to dismiss is granted.

standing to file a petition for a special hearing about a specific property under section 500.7 of the BCZR

ORDER

THEREFORE IT IS THIS, 5th day of June, 2015, by the Board of Appeals of Baltimore County,

ORDERED that the Petition for Special Hearing in case number 15-055-SPH is hereby **DISMISSED.**

Any Petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules.*

BOARD OF APPEALS
OF BALTIMORE COUNTY

Andrew M. Belt, Panel Chairmen

Benfred B. Alston
Benfred B. Alston

Richard A. Wisner was a Board member at the hearing on April 6, 2015. He was not reappointed and his term expired on April 30, 2015.

15-055-SPH

IN THE	*	IN THE
MATTER OF	*	CIRCUIT COURT
CHARLES CASTRONOVO, ET AL.	*	FOR
	*	BALTIMORE COUNTY
	*	Case No. 03-C-15-6323

* * * * * * * * * * * * *

MEMORANDUM OPINION

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

FACTUAL AND PROCEDURAL BACKGROUND

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

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

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

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

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

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

DISCUSSION

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

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

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

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

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

104.3. Without question, the Baltimore County Office of Administrative Hearings[2] and the Board of Appeals have jurisdiction with regard to the issues involving BCZR § 102.1 and BCZR § 104.3 as they require the interpretation of the BCZR.

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

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

BCZR § 104.5 indicates:

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

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

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2 *See supra* note 1.

CONCLUSION

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

JUDITH C. ENSOR, Judge

IN THE	*	IN THE
MATTER OF	*	CIRCUIT COURT
CHARLES CASTRONOVO, ET AL.	*	FOR
	*	BALTIMORE COUNTY
	*	Case No. 03-C-15-6323

* * * * * * * * * * * * *

ORDER

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

JUDITH C. ENSOR, Judge

IN RE: **PETITION FOR SPECIAL HEARING** **(1452 Shore Road)** 15th Election District 6th Council District Paul Godwin, *Legal Owner* Charles & Ingrid Castronovo, *Petitioners*	*	BEFORE THE
	*	OFFICE OF
	*	ADMINISTRATIVE HEARINGS
	*	FOR BALTIMORE COUNTY
	*	**Case No. 2015-0055-SPH**

* * * * * * * *

ORDER ON REMAND FROM THE BOARD OF APPEALS OF BALTIMORE COUNTY

This matter was remanded to the Office of Administrative Hearings (OAH) by the Board of Appeals of Baltimore County (hereinafter "the Board"). The Board's October 28, 2016 remand order recites the procedural history and current posture of this case. As such that will not be repeated here.

Charles and Ingrid Castronovo (hereinafter "Petitioners" or "Castronovos") filed a Petition for Special Hearing pursuant to § 500.7 of the Baltimore County Zoning Regulations ("B.C.Z.R."), as follows:

(1) To determine whether an adjoining property located at 1452 Shore Road is currently in violation of the lot coverage limitations imposed by Section 33-2-603 of the Baltimore County Code (B.C.C.);

(2) Whether the proposed construction of a stairway and a two level deck on the property located at 1452 Shore Road would increase the amount of lot coverage maintained on the property in violation of Section 33-2-603 of the B.C.C.;

(3) Whether the proposed construction of a stairway and a two level deck on the property located at 1452 Shore Road violates Section 102.1 of the B.C.Z.R.;

(4) Whether the proposed construction of a stairway and a two level deck on the property located at 1452 Shore Road would violate the limitation on extending non-conforming structures and uses no more than 25% of the ground floor area of the existing building; and

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(5) Whether a plan for the proposed development of 1452 Shore Road can be approved by Baltimore County without review by all required agencies of substantial amendments/alterations thereto.

Special hearing request number 5 was dismissed at the original hearing by Petitioners' counsel, and the Petition in the file was so amended and initialed by the undersigned.

The Castronovos have (by their own admission) had a long-running feud with their neighbor Paul Godwin (hereinafter "Respondent" or "Godwin"), who owns the adjacent property at 1452 Shore Road (hereinafter, the "subject property"). Petitioners seek a determination that certain improvements made to the subject property in 2006 & 2014 are unlawful in that they exceed impervious surface limitations set forth in State and County law.

Some history is important to resolve this dispute. In 1973 the State of Maryland enacted a comprehensive set of statutes and regulations designed to protect the Chesapeake Bay, known as the Chesapeake Bay Critical Area law. Baltimore County adopted its own critical area program (as envisioned in the State law) in 1988. The critical area program in Baltimore County is administered by the Department of Environmental Protection and Sustainability ("DEPS").

The subject property is approximately 22,244 sq. ft. in size and is located in what is known as a limited development area ("LDA") as described in the critical area regulations. A lot of this size in the LDA has an impervious coverage limitation of 5,445 sq. ft. Petitioners' Exhibit 13C. The B.C.Z.R. (§§ 103.5 & 104.5) contains certain "grandfathering" provisions which essentially permit the continuation of any use in existence in 1988 when the County's critical area program was adopted. As such, resolution of this case will involve examining the status of the subject property as of 1988, as well as after the enlargement of the single-family dwelling in 2006 and the construction of a two-story deck in 2014.

Petitioners presented an aerial photo and lot coverage calculations from 2005, and except as noted below no evidence was presented to suggest any improvements had been made to the subject property between the 1988 "grandfathering" date and 2005. Petitioners' Exhibit 7. Although that document indicated a small shed had been constructed between 1995 and 2005, Mr. Godwin testified the shed was on the subject property when he purchased it in 1982. As such, according to Petitioners' calculations the amount of impervious coverage on the lot in 2005 was 6,374 square feet.

Therefore, as of 2005 the subject property had already exceeded the lot coverage limitations under current law, though the site and conditions were lawfully nonconforming under B.C.Z.R. §103.5. But any construction or improvements thereafter (to the extent deemed "lot coverage" by DEPS) would by definition exceed the lot coverage limitations found in the critical area law.

The subject property was renovated and expanded in 2006, and Petitioners presented photos and other records documenting that project. According to Petitioners the subject property had 7,820 sq. ft. of impervious coverage in 2014, although the parties now agree the shed was constructed prior to 1988, which would reduce that figure to 7,704 sq. ft. Petitioners' Ex. No. 9. Mr. Castronovo testified he completed these calculations using aerial photography and CAD/GIS software. Thomas Panzarella, an environmental reviewer at DEPS, testified he visited the site on multiple occasions and calculated the impervious coverage in 2013 to be 6,001 sq. ft. Mr. Panzarella's field notes were admitted as Respondent's Ex. No. 2.

Since DEPS is the agency charged with administering the critical area law, and Mr. Panzarella has worked for DEPS for over 12 years during which time he reviewed in excess of 2,000 permits, I find his testimony and calculations to be credible. Even so, the 6,001 sq. ft. of lot

coverage (some portion of which is owing to the 2006 renovation project) is in excess of the 5,445 sq. ft. permitted under the Regulations. Mr. Panzarella was not involved in reviewing the 2006 project and could not find any notes or documents in the file pertaining to that construction. If, as it appears, the 2006 permit was issued in error, I believe Baltimore County should be estopped from any enforcement action pursuant to *Permanent Financial Corp. v. Montgomery County,* 308 Md. 239 (1986), although such a determination is beyond the scope of this matter.

The final issue concerns the construction of the deck in 2014. Petitioners contend certain portions of that construction should be considered "lot coverage" under the critical area law. In support of that proposition, Petitioners submitted an email from Kate Charbonneau, a program chief at the Critical Area Commission. Petitioners' Ex. No. 14. Ms. Charbonneau opined the areas covered by the second level of the deck and the stairway steps should be counted as "lot coverage." In the aggregate, these features would increase the amount of lot coverage by approximately 348 sq. ft. Petitioners' Ex. No. 15.

But Mr. Panzarella testified DEPS does not consider the second story of the deck or the stairways to be "lot coverage." Mr. Panzarella indicated he received an e-mail from Regina Esslinger (his supervisor) wherein she noted DEPS does not count the decking boards or stairs as lot coverage since they are spaced in such a fashion that allows water to flow between the boards. This is recognized in the statute as an exception to the definition of "lot coverage." Md. Nat. Res. Code Ann. §8-1802(a)(17)(iii)(4). Mr. Godwin provided a sample of the decking boards and pointed out that ample space exists between the boards to allow for water drainage.

As such, and in recognition of the "great deference" which is owed to an interpretation of a statutory provision by the agency charged with its enforcement and administration, I am convinced by Mr. Panzarella's testimony that no portion of the 2014 deck project should be

considered "lot coverage." *Brethren Mutual Ins. Co. v. Buckley*, 437 Md. 332, 348 (2014)(discussing deference owed to administrative agency interpretation).

THEREFORE, IT IS ORDERED this **24th** day of **February, 2017**, by this Administrative Law Judge, that the Petition for Special Hearing pursuant to § 500.7 of the Baltimore County Zoning Regulations ("B.C.Z.R"), as follows:

(1) To determine whether an adjoining property located at 1452 Shore Road is currently in violation of the lot coverage limitations imposed by Section 33-2-603 of the Baltimore County Code (B.C.C.), be and is hereby GRANTED for the reasons stated above.

IT IS FURTHER ORDERED that the Petition for Special Hearing to determine:

(2) Whether the construction of a stairway and a two level deck on the property located at 1452 Shore Road would increase the amount of lot coverage maintained on the property in violation of Section 33-2-603 of the B.C.C.;

(3) Whether the construction of a stairway and a two level deck on the property located at 1452 Shore Road violates Section 102.1 of the B.C.Z.R.; and

(4) Whether the construction of a stairway and a two level deck on the property located at 1452 Shore Road would violate the limitation on extending non-conforming structures and uses no more than 25% of the ground floor area of the existing building,

be and is hereby DENIED.

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

Signed
JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB/sln

IN RE: **PETITION FOR SPECIAL HEARING** **(5323 Glen Arm Road)**	*	BEFORE THE
11th Election District	*	OFFICE OF
3rd Council District		
Glen Arm Properties I, LLC *Legal Owner*	*	ADMINISTRATIVE HEARINGS
Petitioner	*	FOR BALTIMORE COUNTY
	*	**Case No. 2018-0251-SPH**

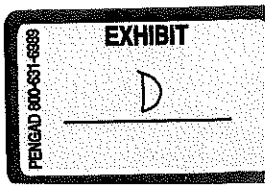
* * * * * * * *

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 Glen Arm Properties I, LLC, legal owner ("Petitioner"). The Special Hearing was filed pursuant to § 500.7 of the Baltimore County Zoning Regulations ("BCZR") as follows: (1) to approve access to the local street or collector street through an existing right-of-way instead of an in-fee strip; and (2) to allow the continued use of an existing 1,440 ft. right-of-way access strip for up to three (3) lots. A site plan was marked and admitted as Petitioner's Exhibit 1.

Frank Pommett and Bernadette Moskunas appeared in support of the petition. Timothy M. Kotroco Esq., represented the Petitioner. Several neighbors attended the hearing to obtain additional information about the request. The Petition was advertised and posted as required by the Baltimore County Zoning Regulations. Substantive Zoning Advisory Committee (ZAC) comments were received from the Department of Environmental Protection and Sustainability (DEPS), the Bureau of Development Plans Review (DPR) and the Department of Planning (DOP).

Petitioner purchased in 2016 a thirty-two (32) acre parcel of land on Glen Arm Road. The property was improved with a single-family dwelling, although it was in poor condition and



suffered extensive fire damage. The balance of the property was and continues to be in agricultural production.

Mr. Pommett testified he owns a farm nearby, and that he intends for the immediate future to continue farming the subject property. Ultimately, Mr. Pommett indicated he and the other two members of the ownership entity plan to subdivide the property and construct three single-family dwellings. Petitioner would rebuild the dwelling previously owned by the Horner family and would construct two additional single-family dwellings. Mr. Pommett testified the dwellings would be situated near one another on the tract and that each of the three lots created in the minor subdivision process would be approximately ten (10) acres in size. As discussed at the hearing, both the BCZR and Maryland's Sustainable Growth and Agricultural Preservation Act of 2012 would limit to three (3) the number of dwellings on the subject property.

But this case does not concern the proposed minor subdivision. Rather, Petitioner seeks special hearing relief merely to confirm it has the right to continue using the "farm road" to access the subject property. Neighbors indicated the "road" is in extremely poor condition and during heavy storms there is considerable run-off from this driveway, and debris and sediment is washed onto Glen Arm Road and neighboring properties. As discussed at the hearing, Petitioner will be required during the minor subdivision process to improve the condition of the driveway and (along with Baltimore County and the existing owners who use this driveway) remedy the excessive stormwater run-off from this steep and unpaved driveway.

Under Baltimore County Code (BCC) section 32-4-409(b)(1) an owner proposing to access an interior lot(s) by a panhandle driveway is required to provide an "in-fee strip of land for access to the local street." But the law contains an "exception" when "a right-of-way has been established before the submission" of the plan. BCC §32-4-409(c). In that case, the ALJ can approve access

to the local street "through the existing right-of-way instead of an in-fee strip." *Id.* Ms. Moskunas testified the driveway has been in use in its current location for over 60 years, and deeds were submitted to substantiate this fact. As such, Petitioner is entitled to use this existing right-of-way to access the three (3) proposed building lots.

THEREFORE, IT IS ORDERED this 7th day of **May, 2018** by this Administrative Law Judge, that the Petition for Special Hearing: (1) to approve access to the local street or collector street through an existing right-of-way instead of an in-fee strip; and (2) to allow the continued use of an existing 1,440 ft. right-of-way access strip for up to three (3) residential building lots, be and is hereby GRANTED.

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

1. Petitioner may apply for necessary permits and/or licenses upon receipt of this Order. However, Petitioner is hereby made aware that proceeding at this time is at its own risk until 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, Petitioner would be required to return the subject property to its original condition.

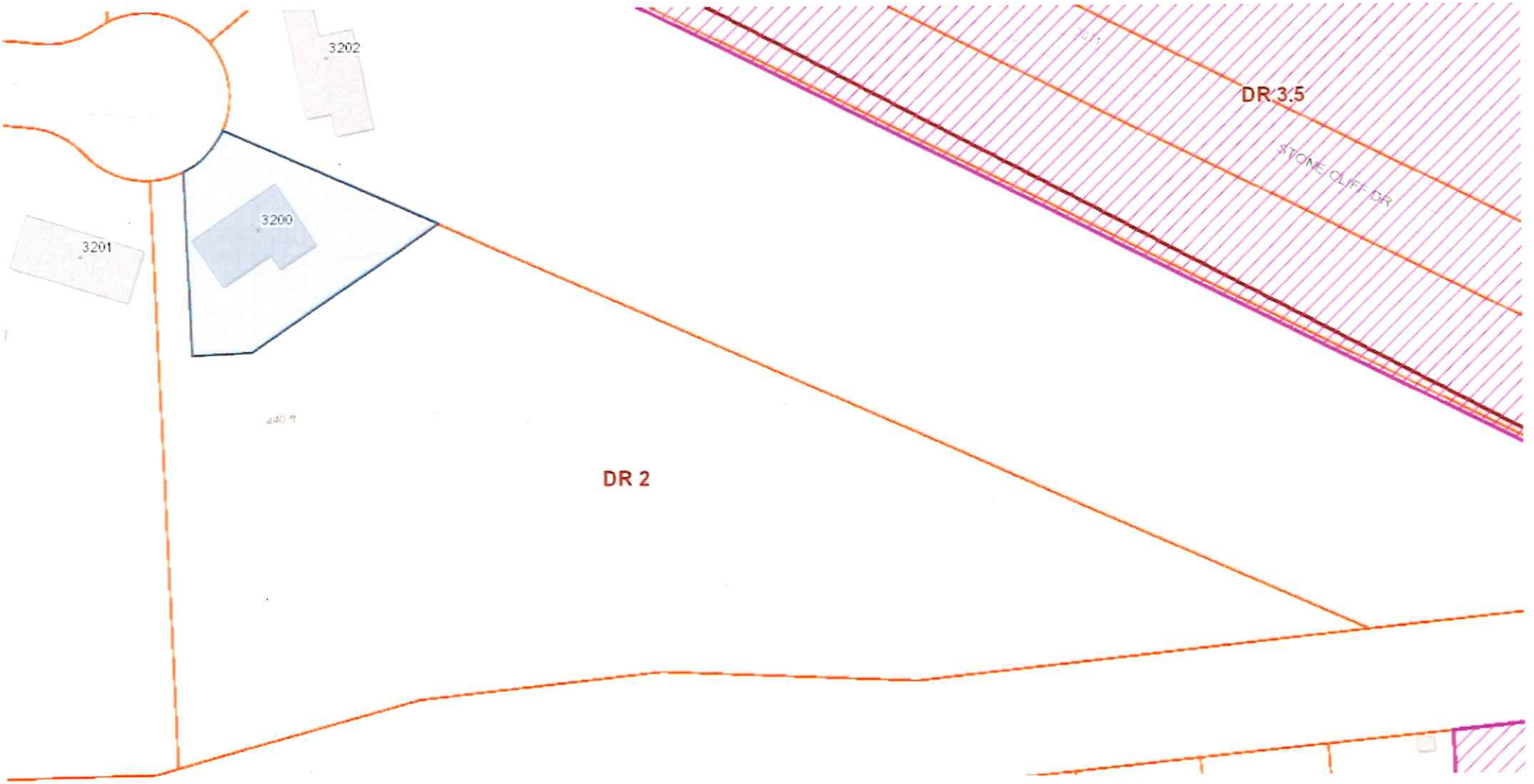
2. Petitioner must comply with the ZAC comment submitted by the DEPS, a copy of which is attached hereto.

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

Signed
JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:sln

Petitioner
CBA Exhibit
2



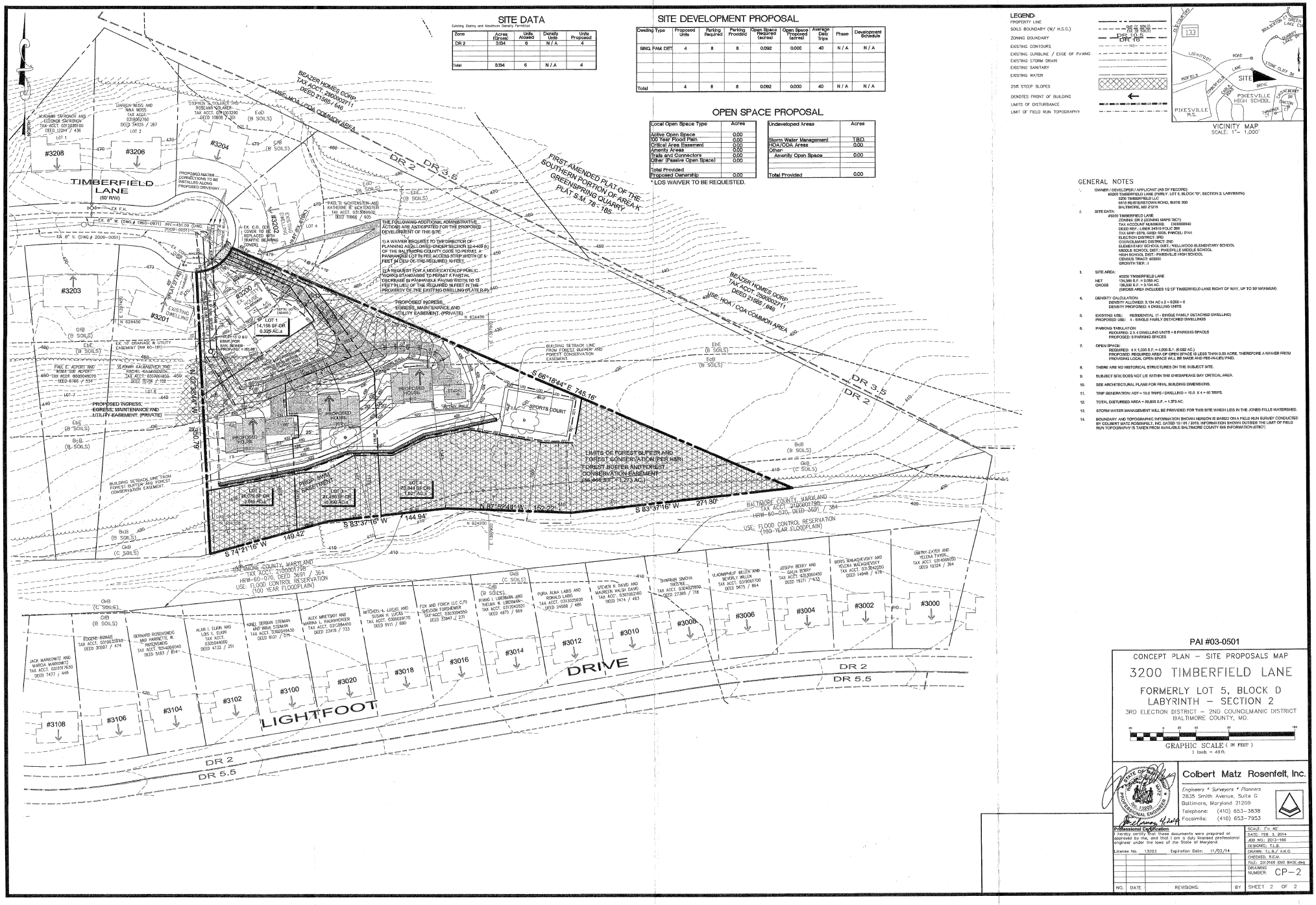
Petitioner
CBA Exhibit
3

ZONING NOTICE
CASE NO. 2019-0264-SPH
3200 Timberfield 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: Monday May 6, 2019 2:30 PM
REQUESTS:
SPECIAL HEARING TO APPROVE A WAIVER FOR THE LOCATION OF THE PANHANDLE DRIVEWAY OR THAT THE DIRECTOR OF PLANNING GRANTED A WAIVER OF THE APPLICABLE REQUIREMENT.
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
Petitioner
CBA Exhibit
4A

Petitioner
CBA Exhibit
4B

Petitioner
CBA Exhibit
4C

Petitioner
CBA Exhibit
4D


SITE DATA
Existing Zoning and Maximum Density Permitted
Zone | Acres (Gross) | Units Allowed | Density Units | Units Proposed
DR 2 | 3.84 | 6 | N / A | 4
Total | 3.84 | 6 | N / A | 4
SITE DEVELOPMENT PROPOSAL
Dwelling Type | Proposed Units | Parking Required | Parking Provided | Open Space Required (acres) | Open Space Proposed (acres) | Average Daily Trips | Phase | Development Schedule
SING. FAM. DET. | 4 | 8 | 8 | 0.092 | 0.000 | 40 | N / A | N / A
Total | 4 | 8 | 8 | 0.092 | 0.000 | 40 | N / A | N / A
OPEN SPACE PROPOSAL
Local Open Space Type | Acres
Active Open Space | 0.00
100 Year Flood Plain | 0.00
Critical Area Easement | 0.00
Amenity Areas | 0.00
Trails and Connectors | 0.00
Other (Passive Open Space) | 0.00
Total Provided | 0.00
Proposed Ownership | 0.00
Undeveloped Areas | Acres
Storm Water Management | TBD
HOA/CCA Areas | 0.00
Other:
Amenity Open Space | 0.00
Total Provided | 0.00
*LOS WAIVER TO BE REQUESTED.
LEGEND:
PROPERTY LINE
SOILS BOUNDARY (W/ H.S.G.)
ZONING BOUNDARY
EXISTING CONTOURS
EXISTING CURBLINE / EDGE OF PAVING
EXISTING STORM DRAIN
EXISTING SANITARY
EXISTING WATER
25% STEEP SLOPES
DENOTES FRONT OF BUILDING
LIMITS OF DISTURBANCE
LIMIT OF FIELD RUN TOPOGRAPHY
VICINITY MAP
SCALE: 1"= 1,000'
GENERAL NOTES
1. OWNER / DEVELOPER / APPLICANT (AS OF RECORD)
#3200 TIMBERFIELD LANE (FMRLY. LOT 5, BLOCK "D", SECTION 2, LABYRINTH)
SZEE TIMBERFIELD LLC
6810 REISTERSTOWN ROAD, SUITE 200
BALTIMORE, MD 21215
2. SITE DATA:
#3200 TIMBERFIELD LANE
ZONING: DR 3.5 (ZONING MAPS 78C1)
TAX ACCOUNT NUMBERS: 0305590940
DEED REF.: LIBER 3410 @ FOLIC 288
TAX MAP: 0078, GRID: 0005, PARCEL: 0144
ELECTION DISTRICT: 3RD
COUNCILMANIC DISTRICT: 2ND
ELEMENTARY SCHOOL DIST.: WELLWOOD ELEMENTARY SCHOOL
MIDDLE SCHOOL DIST.: PIKESVILLE MIDDLE SCHOOL
HIGH SCHOOL DIST.: PIKESVILLE HIGH SCHOOL
CENSUS TRACT: 405300
GROWTH TIER: I
3. SITE AREA:
#3200 TIMBERFIELD LANE
NET 134,368 S.F. = 3.089 AC.
GROSS 136,532 S.F. = 3.134 AC.
(GROSS AREA INCLUDES 1/2 OF TIMBERFIELD LANE RIGHT OF WAY, UP TO 39' MAXIMUM)
4. DENSITY CALCULATION:
DENSITY ALLOWED: 3.134 AC x 2 = 6.268 = 6
DENSITY PROPOSED: 4 DWELLING UNITS
5. EXISTING USE: RESIDENTIAL (1 - SINGLE FAMILY DETACHED DWELLING)
PROPOSED USE: 4 - SINGLE FAMILY DETACHED DWELLINGS
6. PARKING TABULATION:
REQUIRED: 2 X 4 DWELLING UNITS = 8 PARKING SPACES
PROPOSED: 8 PARKING SPACES
7. OPEN SPACE:
REQUIRED: 4 X 1,000 S.F. = 4,000 S.F. (0.092 AC.)
PROPOSED: REQUIRED AMOUNT OF OPEN SPACE IS LESS THAN 0.50 ACRE. THEREFORE A WAIVER FROM PROVIDING LOCAL OPEN SPACE WILL BE MADE AND FEE-IN-LIEU PAID.
8. THERE ARE NO HISTORICAL STRUCTURES ON THE SUBJECT SITE.
9. SUBJECT SITE DOES NOT LIE WITHIN THE CHESAPEAKE BAY CRITICAL AREA.
10. SEE ARCHITECTURAL PLANS FOR FINAL BUILDING DIMENSIONS.
11. TRIP GENERATION: ADT = 10.0 TRIPS / DWELLING = 10.0 X 4 = 40 TRIPS.
12. TOTAL DISTURBED AREA = 69,808 S.F. = 1.373 AC.
13. STORM WATER MANAGEMENT WILL BE PROVIDED FOR THIS SITE WHICH LIES IN THE JONES FALLS WATERSHED.
14. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED ON A FIELD RUN SURVEY CONDUCTED BY COLBERT MATZ ROSENFELT, INC. DATED 10 / 01 / 2013. INFORMATION SHOWN OUTSIDE THE LIMIT OF FIELD RUN TOPOGRAPHY IS TAKEN FROM AVAILABLE BALTIMORE COUNTY GIS INFORMATION (GIS).
TIMBERFIELD LANE (50' R/W)
LIGHTFOOT DRIVE
PROPOSED INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT (PRIVATE)
LOT 1 14,156 SF OR 0.325 AC.±
LOT 2 20,944 SF OR 0.481 AC.±
LOT 3 21,186 SF OR 0.486 AC.±
LOT 4 20,944 SF OR 0.481 AC.±
PROPOSED HOUSE
PROPOSED HOUSE/STUDIO
SPORTS COURT
LIMITS OF FOREST BUFFER AND FOREST CONSERVATION (PER H&R) FOREST BUFFER AND FOREST CONSERVATION EASEMENT 236,444 SF (5.273 AC.)
BUILDING SETBACK LINE FROM FOREST BUFFER AND FOREST CONSERVATION EASEMENT
BEAZER HOMES CORP. TAX ACCT. 2100001211 DEED 21266 / 646
USE: HOA / CCA COMMON AREA
FIRST AMENDED PLAT OF THE SOUTHERN PORTION OF AREA-K GREENSPRING QUARRY PLAT S.M. 78 - 165
THE FOLLOWING ADDITIONAL ADMINISTRATIVE ACTIONS ARE ANTICIPATED FOR THE PROPOSED DEVELOPMENT OF THIS SITE:
1) A WAIVER REQUEST TO THE DIRECTOR OF PLANNING AS ALLOWED UNDER SECTION 32-4-408 (b) OF THE BALTIMORE COUNTY CODE TO PERMIT A PANHANDLE LOT IN FEE ACCESS STRIP WIDTH OF 5 FEET IN LIEU OF THE REQUIRED 10 FEET.
2) A REQUEST FOR A MODIFICATION OF PUBLIC WORKS STANDARDS TO PERMIT A PARTIAL DECREASE IN PANHANDLE PAVING WIDTH TO 13 FEET IN LIEU OF THE REQUIRED 16 FEET IN THE PROXIMITY OF THE EXISTING DWELLING (PLATE B-8).
S 66°18'44" E 745.16'
S 83°37'16" W 271.30'
N 83°37'16" E 152.22'
S 83°37'16" W 144.94'
S 74°21'16" W 149.42'
N 624400
N 624450
#3200
#3201
#3203
#3204
#3206
#3208
#3300
#3302
#3004
#3006
#3008
#3010
#3012
#3014
#3016
#3018
#3020
#3100
#3102
#3104
#3106
#3108
DR 2
DR 3.5
DR 5.5
PAI #03-0501
CONCEPT PLAN - SITE PROPOSALS MAP
3200 TIMBERFIELD LANE
FORMERLY LOT 5, BLOCK D
LABYRINTH - SECTION 2
3RD ELECTION DISTRICT - 2ND COUNCILMANIC DISTRICT
BALTIMORE COUNTY, MD.
GRAPHIC SCALE (IN FEET)
1 inch = 40 ft.
Colbert Matz Rosenfelt, Inc.
Engineers * Surveyors * Planners
2835 Smith Avenue, Suite G
Baltimore, Maryland 21209
Telephone: (410) 653-3838
Facsimile: (410) 653-7953
Professional Certification
I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.
License No. 13203 Expiration Date: 11/02/14
SCALE: 1"= 40'
DATE: FEB 3, 2014
JOB NO.: 2013-166
DESIGNED: T.L.B.
DRAWN: T.L.B./ A.K.G.
CHECKED: R.E.M.
FILE: 2013166 ENG BASE.dwg
DRAWING NUMBER: CP-2
NO. DATE REVISIONS: BY
SHEET 2 OF 2
Petitioner CBA Exhibit 5

Baltimore County
GOVERNMENT

Search for Records

To find information on a specific project, enter the street address or project name. You can also enter t find information on all projects in a community.

General Search

Street Number: 3000 - 3500

Street Name: timberfield

Street Type: LN

ZIP code:

Project Name:

Search Clear

Petitioner
CBA Exhibit
6

EXHIBIT
B

4 Record results matching your search results

Click any of the results below to view more details.

Showing 1-4 of 4 | Download results

	Date	Record Number	Record Type	Description	Project Name	Status	Ac
	07/15/2016	MIN-	Minor	An existing	3200	Approved	

		2016-00006-C	Subdivision Plan Review Current	sfd at 3200 Timberfied Ln. to be razed; to be replaced by 3 new sfds. AFTER 3RD REVIEW, THE ENGINEER INDICATED THAT DEVELOPER / PROPERTY OWNER HAS DECIDED TO RESUBMIT PLANS TO DEVELOP THE PROPERTY AS A "2 LOT" MINOR SUBDIVISION WITH 1 NEW DWELLING AND RETAINING OF THE EXISTING DWELLING, IN LIEU OF THE ORIGINAL MINOR SUBDIVISION PLANS.	Timberfield Lane	
☐	06/17/2014	**MIN-2014-00013**	Minor Subdivision Plan Review New	An existing sfd at 3200 Timberfied Ln. to be razed; to be replaced by 3 new sfds. AFTER 3RD REVIEW, THE ENGINEER INDICATED THAT DEVELOPER / PROPERTY OWNER HAS DECIDED TO RESUBMIT PLANS TO DEVELOP	3200 Timberfield Lane	Approved

				THE PROPERTY AS A "2 LOT" MINOR SUBDIVISION WITH 1 NEW DWELLING AND RETAINING OF THE EXISTING DWELLING, IN LIEU OF THE ORIGINAL MINOR SUBDIVISION PLANS.		
☐	01/28/2014	**MAJ-2014-00001**	Major Subdivision Plan Review New	1 existing sfd at 3200 Timberfield Lane & 3 new sfds.	3200 Timberfield Lane	Disapproved
☐	08/26/2013	**PCM-2013-00033**	Pre Concept Meeting	Major Sub - 4 lots at 3200 Timber Field lane.	3200 Timber Field Lane	Meeting Completed

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BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Carl W. Richards, Jr.
Department of Permits,
Approvals and Inspections

DATE: October 6, 2015

FROM: Brett M. Williams
Development Review Section
Department of Planning

PROJECT NAME: 3200 Timberfield Lane

PROJECT NO.: 14024 M-2nd Review

The Department of Planning has reviewed the above referenced project and offers the following comments:

1. Orient the dwelling on Lot 2 to face the west property line to eliminate front to rear orientation.
2. The proposed driveway will function as a panhandle driveway subject to Baltimore County Code §32-4-409(i)(1). As proposed the panhandle driveway does not meet Public Works standards. The Department of Planning is not supportive of a waiver to said BCC regulation to facilitate a driveway at this location. It is the position of this Department that the development proposal utilize the existing curb cut and driveway by extending the driveway past the existing dwelling within an easement to serve Lot 2.
3. Be advised, a seal and signature are required upon plan approval.

Brett M. Williams, Planner
Development Review

Kathy Schlabach, Chief
Development Review

BMW:kma
C: Troy Leftwich
Dennis Kennedy

Petitioner
CBA Exhibit
7

EXHIBIT
C

PENGAD 800-631-6989

S:\Planning\Dev Rev\MINOR\14024m3.docx

KEVIN KAMENETZ
County Executive

JOHN J. HOHMAN, *Chief*
Fire Department

December 8, 2015

To: J. Merrey
Zoning Review

From: Don Muddiman, Inspector
Baltimore County Fire Marshal's Office
700 E. Joppa Road, 4th Floor
Towson, Maryland 21286
Office: 410-887-4880
dmuddiman@baltimorecountymd.gov

Type of Plan: **Minor Subdivision 4th Review**
Change from 3 to 2 Lots

Project Name: **3200 Timberfield Lane**

Project Location: **3200 Timberfield Lane**

PAI Number: **14-024-M**

FD-R Number: **1031269**

Comments:

1. The Baltimore County Fire Marshal's Office has disapproved the relocation of the previous approved driveway that was requested by another County agency.
2. Refer to the attachment.

Petitioner
CBA Exhibit

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EXHIBIT
D

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE

TO: Carl W. Richards, Jr.
Department of Permits,
Approvals and Inspections

DATE: December 10, 2015

FROM: Brett M. Williams
Development Review Section
Department of Planning

SUBJECT: **MINOR SUBDIVISION PLAN**
Project Name: 3200 Timberfield Lane
Project Number: 14024M-3rd Review

Subsequent to the receipt of comments by the Baltimore County Fire Marshal's Office sent Wednesday December 9, 2015 the Department of Planning recommends approval of the minor subdivision plan for 3200 Timberfield Lane project # **14024M** as revised on 8/19/15.

Prepared by:

Brett M. Williams

Division Chief:

Kathy Schlabach

AVA/KS/BMW/ka

c: Troy Leftwich

Petitioner
CBA Exhibit
9

EXHIBIT
E

PENGAD 800-631-6989

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THE BALTIMORE BAIS DIN – בית דין קבוע מטעם ועד הרבנים דבאלטימאר
*Mailing Address: 3206 Nerak Rd. * Baltimore MD 21208*
*443-787-6179 (Tel.) * 410-358-0398 (Fax)*

בס"ד

Dear Mr. Koshkarman,

Upon reviewing the documents submitted, it is apparent that you were the petitioner to the Court to rule on issues relating to 3200 Timberfield Lane, rather than submitting them to Bais Din. Accordingly, you are no longer entitled to petition the Bais Din to take the case after the petition was dismissed by the Court. Any legal fees incurred as a result of your actions are not collectible from the defending party.

Respectfully,
Yosef Rosenfeld, Administrator
Baltimore Bais Din

Petitioner
CBA Exhibit
10

Board of Appeals

Case No: 2019-264-SVA1 Case Name: In Re 3200 Tunkerfield Lane

Exhibit List MOTIONS ONLY

Party: ~~Petitioner~~ Respondent Date: 10/29/19

Exhibit No:	Description:
✓ 1	Memo before ALJ
✓ 2	Settlement Sheet
✓ 3	Deed
✓ 4	All Easements
✓ 5	Subdivision Plan
✓ 6	Photo of Sign
	VERIFIED BY KC DATE: 10/30/19

RECEIVED
JUN 12 2019
OFFICE OF
ADMINISTRATIVE HEARINGS

IN RE: 3200 TIMBERFIELD LANE East of Lightfoot Drive at the end of Timberfield Lane	*	BEFORE THE
	*	OFFICE OF ADMINISTRATIVE
3rd ELECTION DISTRICT	*	HEARINGS FOR
2nd COUNCILMANIC DISTRICT Legal Owners: David & Esther Koshkarman	*	BALTIMORE COUNTY
	*	Case No. 2019-0264-SPH

Respondent
CBA Exhibit
1

* * * * * * * * * * * * * *

PROPERTY OWNER'S MOTION TO DISMISS

Now comes 3200 Timberfield, LLC, the owner of 3200A Timberfield Lane and in response to the Petition for Special Hearing filed against it by this petitioner, moves this Honorable Court to dismiss this Petition filed against the property and in support thereof, states the following:

THE ALJ LACKS JURISDICTION OVER THIS DEVELOPMENT MATTER

1. The Special hearing Petition filed by the applicant requests this ALJ to interfere with, rule against or otherwise overturn a minor subdivision approval, which is a development matter that is not under the jurisdiction of the ALJ. The ALJ has not been given the authority under the Baltimore County Code or the Baltimore County Zoning Regulations to interfere with such approvals. It is strictly a development matter.

THE PETITIONER IS CONTRACTUALLY BARRED FROM FILING THIS SPECIAL HEARING REQUEST

2. The Petitioner in this case, in addition to executing a contract of sale to purchase the subject property, signed an "addendum to residential contract of sale", ("**Addendum**") dated the 9th day of November, 2016, a copy of which is attached hereto.

Paragraph 2 of said **Addendum**, discloses unto this Petitioner, the existence of the very driveway easement which the Petitioner is now protesting, as well as all of the following easements, all of which are attached to this **Addendum** and all of which are

recorded within the Land Records of Baltimore County. ***(See paragraph 2 of attached Addendum)***

ATTACHMENTS TO "ADDENDUM TO RESIDENTIAL CONTRACT OF SALE"

- Approved Minor Sub Plan No. 14-024M, PAI #03-0501, MIN-2016-00006-C
- Waterline and Driveway Easement, as shown on a site plan
- 10 Foot Drain and Utility Easement, as shown on a site plan
- Storm Water Management Easement, as shown on a site plan
- Forest Conservation Easement, as shown on a site plan

(Copies of all of these recorded easements are attached to this Motion)

3. In addition to disclosing all applicable easements, including the very driveway easement which is the subject of this Special Hearing Petition, the Petitioner herein was actually paid $1,500 in return for his agreement not to challenge or contest these easements or the minor subdivision of this property. (***See paragraph #3 of the attached Addendum entitled "Concession to Buyer"***)

It should be noted that the Petitioner was actually residing in this house at 3200 Timberfield Lane as a tenant, renting the premises during the time that the property was proceeding through the minor subdivision development process and then, after the minor subdivision was approved, purchased the property.

4. The Petitioner herein, as Buyer of the property, also acknowledged in the **Addendum** at paragraph 4, that "his escrow agent has worked with the engineers and Seller to accomplish the approved subdivision and is uniquely familiar with the property". (***See paragraph #4 of the attached Addendum***)

5. The Petitioner herein, as Buyer of the property, in paragraph 5 of the Addendum, agreed to Arbitration. The Addendum provides in paragraph 5, "that any dispute that may arise in connection with this Contract, this Addendum, the Property, Easements, and/or Approved Subdivision shall be submitted before the *Beis Din*[1].

The Petitioner herein agreed to a dispute resolution, which is the *Beis Din* and therefore is precluded from bringing this action before the ALJ.

[1] Beis Din, meaning "house of judgment" is a rabbinical Court of Judaism.

6. For the reasons as outlined within this Motion to Dismiss and for other good and sufficient cause, it is respectfully requested:

A. That the Petition for Special Hearing filed against the property located at 3200 Timberfield Lane be Dismissed with Prejudice.

Respectfully Submitted,

Timothy M. Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204
410-299-2943

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 12th day of June, 2019, a copy of the foregoing Motion to Dismiss was mailed to G. Macy Nelson, Esquire, 401 Washington Avenue, Suite 803, Towson, MD 21204, attorney for the Petitioner.

Timothy M. Kotroco, Esquire

Document ID: 7CF4F01F-5263-4302-A550-5AC0689F2E55

ADDENDUM TO RESIDENTIAL CONTRACT OF SALE

THIS ADDENDUM TO RESIDENTIAL CONTRACT OF SALE (this "**Addendum**") is made as of this 9th day of November, 2016 (the "**Effective Date**"), by and between by 3200 Timberfield, LLC, a Maryland limited liability company (the "**Seller**"), and David Koshkarman (the "**Buyer**").

RECITALS

A. Seller and Buyer are parties to a certain Residential Contract of Sale dated November 7, 2016 (the "**Contract**") relating to the purchase and sale of 3200 Timberfield Lane, Pikesville, Baltimore County, Maryland 21208 (the "**Property**"); and

B. The parties wish to clarify certain additional agreements in connection with the Contract and Property, all as more particularly set forth herein.

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

1. **Recitals; Definitions**. The foregoing recitals are incorporated herein as a substantive part of this Addendum. Capitalized terms not defined in this Addendum shall have the meanings ascribed to them in the Contract. This Addendum is deemed a part of and attached to the Contract. From and after the Effective Date, any reference to the Contract shall include the terms of this Addendum.

2. **Minor Subdivision**. The Property is one of two lots (the "**Lots**") within the minor subdivision shown on plan PAI # 03-0501 – Minor Subdivision Number 14-024M – Minor Subdivision of Labyrinth – Section 2 – 3200 Timberfield Lane (the "**Plan**"), approved by Baltimore County (the "**County**"), reference # MIN-2016-00006-C (the "**Approved Subdivision**"). The Seller has advised and disclosed to Buyer the Plan, the Approved Subdivision and the easements and agreements created as a part of the Approved Subdivision, including without limitation, that certain (a) Declaration of Easement by Seller dated January 29, 2016, and recorded among the Baltimore County Land Records (the "**Land Records**") in Book 37181 at Page 203 et seq. (the "**Waterline and Driveway Easements**"), (b) Deed of Easement and Agreement by and between Seller and the County dated January 29, 2016, and recorded among the Land Records in Book 37384 at Page 178 et seq. (the "**10 Foot Drain and Utility Easement**"), (c) Deed of Declaration and Easement by and between Seller and the County dated January 29, 2016, and recorded among the Land Records in Book 37384 at Page 193 et seq. (the "**Storm Water Management Easement**"), (d) Forest Buffer and Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions by and between Seller and the County dated January 29, 2016, and recorded among the Land Records in Book 37384 at Page 148 et seq. (the "**Forest Buffer Easement**"), and (e) Forest Conservation Declaration of

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Protective Covenants, Conditions, and Restrictions by and between the Seller and the County dated January 29, 2016, and recorded among the Land Records in Book 37384 at Page 163 et seq. (the "**Forest Conservation Easement**," and together with the other identified easements, collectively the "**Easements**"). Buyer and Seller have discussed and agreed upon the intent of the Easements as well as the driveways, water lines, sewer lines, utility services, and construction which will take place within those Easements to affect the Plan and Approved Subdivision for both Lots. Buyer acknowledges his understanding of all of these instruments and information and covenants that he will fully cooperate with all activities, installations, construction necessary or appropriate to carry out the spirit of the Plan, Approved Subdivision, and Easements.

3. **Concession to Buyer**. In consideration for Buyer's full cooperation now and in the future as set forth above and refraining from installing any fencing or other obstructions in or near the Easements until the actions are completed to develop the Lots and affect spirit of the Plan and Approved Subdivision, Seller at closing shall credit to Buyer the amount of One Thousand Five Hundred Dollars ($1,500.00).

4. **Title and Escrow**. The Buyer acknowledges and agrees that, as Clear Title Group, 106 Old Court Road, Suite 104, Baltimore, Maryland 21208, Attn: Lawrence London, Esq., P (410) 486-5456, F (410) 486-4678 (the "**Escrow Agent**") has worked with engineers and Seller to accomplish the Approved Subdivision and is uniquely familiar with the Property, Buyer shall use Escrow Agent to close the purchase and sale under this Contract, together with all title and escrow services ancillary to this transaction.

5. **Dispute Arbitration**. The parties hereby waive trial by jury in any litigation arising out of the Contract as modified by this Addendum or any conflict created between the two documents. It is hereby agreed that any dispute that may arise in connection with the Contract, this Addendum, the Property, Easements, and/or Approved Subdivision shall be submitted before the Baltimore Beis Din. Judgment rendered by the aforesaid authority may be entered in any court having jurisdiction thereof.

6. **Conflict**. In the event of any conflict arising between the Contract and this Addendum, the terms of this Addendum shall prevail.

7. **Survival**. All of the promises, representations, covenants and agreements of the parties set forth in this Addendum shall remain operative and shall survive the closing of the transaction contemplated by the Contract and this Addendum.

8. **No Further Modification**. Except as expressly set forth herein, the Contract remains unmodified and in full force and effect. No change or modification of this Agreement shall be valid unless the same is in writing and signed by each of the parties hereto or thereto. No waiver of any of the provisions of this Addendum executed or to be executed in connection

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herewith shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

9. **Binding Effect**. The Contract as modified by this Addendum shall run with the land affected hereby, be binding upon, and inure to the benefit of and be enforceable by, the respective personal representatives, successors and permitted assigns of the parties hereto.

10. **Counterparts**. To facilitate execution, this Addendum may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement. Telecopied and electronically transmitted signatures shall have the same valid and binding effect as original signatures.

IN WITNESS WHEREOF, the parties have duly executed this Addendum as of the day and year first above written.

WITNESS:

SELLER:

3200 Timberfield, LLC
a Maryland limited liability company

Authentisign
Jonathan Ehrenfeld, Member 11/11/2016
11/11/2016 8:42:15 AM EST

By: _____
Name: Jonathan Ehrenfeld
Title: Manager

WITNESS:

BUYER:

David Koshkarman
dotloop verified
11/10/16 3:16PM EST
PFEQ-J8MR-XZMM-KRFJ

_____
Name: David Koshkarman

IN RE: 3200 TIMBERFIELD LANE East of Lightfoot Drive at the end of Timberfield Lane	*	BEFORE THE OFFICE OF ADMINSTRATIVE
3rd ELECTION DISTRICT	*	HEARINGS FOR
2nd COUNCILMANIC DISTRICT Legal Owners: David & Esther Koshkarman	*	BALTIMORE COUNTY Case No. 2019-0264-SPH

* * * * * * * * * * * * *

MEMORANDUM IN SUPPORT OF PROPERTY OWNER'S MOTION TO DISMISS

Now comes 3200 Timberfield, LLC, the owner of 3200A Timberfield Lane files this memorandum in support of its motion to dismiss. Respondent moves this Honorable Court to dismiss this Petition filed against the property and in support thereof, states the following:

THE ALJ LACKS JURISDICTION OVER THIS DEVELOPMENT MATTER

1. The Special Hearing Petition (hereinafter "SPH") filed by the applicant requests this ALJ to interfere with, rule against or otherwise overturn a minor subdivision approval, which is a development matter that is not under the jurisdiction of the ALJ. The ALJ has not been given the authority under the Baltimore County Code or the Baltimore County Zoning Regulations to interfere with such development approvals. It is strictly a development matter.

The Petitioner has filed their SPH request utilizing §500.7 of the Baltimore County Zoning Regulations which reads as follows:

> The said Zoning Commissioner shall have the power to conduct such other hearings and pass such orders thereon as shall, in his discretion, be necessary for the proper enforcement of all **zoning regulations**, subject to the right of appeal to the County Board of Appeals as hereinafter provided. The power given hereunder shall include the right of any interested person to petition the Zoning Commissioner for a public hearing after advertisement and notice to determine the existence of any purported nonconforming use on any premises or to determine any rights whatsoever of such person in any property in Baltimore County insofar as they are affected by **these regulations**. BCZR Art. V § 500.7 (emphasis added).

The petitioner wrongfully relies upon §500.7 of the Baltimore County Zoning Regulations. Section 500.7 is to be used exclusively for "the proper enforcement of the zoning regulations." The property at hand was approved as a "minor subdivision" utilizing the Development Regulations as contained within Article 32 Title 4 of the Baltimore County Code, not the BCZR. Consequently, the ALJ lacks the authority to overrule or overturn this minor subdivision approval. The petition should be dismissed.

THE PETITIONER IS CONTRACTUALLY BARRED FROM FILING THIS SPECIAL HEARING REQUEST

2. The Petitioner in this case, in addition to executing a contract of sale to purchase the subject property, signed an "addendum to the residential contract of sale", ("**Addendum**") dated the 9th day of November 2016, a copy of which is attached hereto.

Paragraph 2 of said **Addendum**, discloses unto this Petitioner, the existence of the very driveway easement which the Petitioner is now protesting, as well as many additional easements, all of which were referenced within the **Addendum** and all of which were recorded within the Land Records of Baltimore County. ***(See paragraph 2 of attached Addendum.*** The Addendum specifically identifies the following minor subdivision plan and recorded easements as follows:

- Approved Minor Sub Plan No. 14-024M, PAI #03-0501, MIN-2016-00006-C
- Waterline and Driveway Easement, as shown on a site plan (Liber 37181 Folio: 203).
- 10 Foot Drain and Utility Easement, as shown on a site plan (Liber: 37384 Folio: 178).
- Storm Water Management Easement, as shown on a site plan (Liber: 37384 Folio: 193).
- Forest Conservation Easement, as shown on a site plan (Liber: 37384 Folio: 163).

(Copies of all of these recorded easements are attached to the original Motion to Dismiss filed with this Court, and were all recorded prior to the petitioner purchasing their property. Not only did the petitioner have actual knowledge of the driveway

easement, but they had constructive knowledge by virtue of these easements being recorded in the land records).

3. In addition to disclosing all applicable easements, including the very driveway easement which is the subject of this Special Hearing Petition, the Petitioner herein was actually paid $1,500 in return for his agreement not to challenge or contest these easements or the minor subdivision of this property. (***See paragraph #3 of the attached Addendum entitled "Concession to Buyer"***)

It should be noted that the Petitioner was actually residing in this house at 3200 Timberfield Lane as a tenant, renting the premises during the time that the property was proceeding through the minor subdivision development process and only after the minor subdivision was approved, purchased the property.

4. The Petitioner herein, as Buyer of the property, also agreed in the **Addendum** at paragraph 4, that "his escrow agent has worked with the engineers and Seller to accomplish the approved subdivision and is uniquely familiar with the property". (***See paragraph #4 of the attached Addendum***). The Petitioner's Escrow Agent was working and acting on Petitioner's behalf and had full knowledge of the driveway easement in question. In addition to his own actual knowledge the escrow agent's knowledge imputes to the petitioner as well.

5. The Petitioner herein, as Buyer of the property, in paragraph 5 of the Addendum, agreed to Arbitration. In 1925 congress enacted the Federal Arbitration Agreement (hereinafter "FAA") with the intent that the act would be the governing body of law regarding contractual arbitration agreements both federally and at the state level. Under the FAA, parties are given authorization by law to include a contractual provision that allows for all disputes to be arbitrated, even if one party wishes to proceed to court. (9 U.S.C.S. § 2). The FAA is still the governing body on arbitration agreements today. The analogue of the FAA in Maryland is the Maryland Uniform Arbitration Act, containing similar provisions.

In *Lang v. Levi* the Maryland Court of Special Appeals recognized not only the legal gravity of binding arbitration in contract, but specifically upheld the utilization of

Beis Din[1] for arbitrative purposes. *Lang v. Levi*, 198 Md. App. 154 (2011). In *Lang*, the petitioner asked the court to vacate a decision made by an *Av Beis Din* regarding monetary awards to one of the parties. *Id.* at 162. The trial court granted summary judgement in favor of the respondent and the Maryland Court of Special Appeals affirmed, refusing to vacate *Av Beis Din's* decision. *Id.* at 161. The Court of Special Appeals reasoned that since both parties agreed to *Beis Din* arbitration in their initial contract, the parties were legally bound to the final decision made by *Beis Din*. *Id.* at 164.

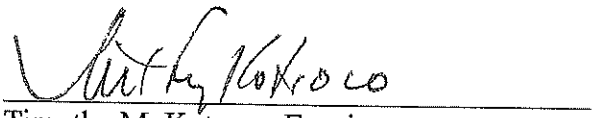
In the case before this ALJ the Addendum provides in paragraph 5, **"that any dispute that may arise in connection with this Contract, this Addendum, the Property, Easements, and/or Approved Subdivision shall be submitted before the *Beis Din.*"**

As a result of this provision within their contract and based on Maryland Law, the Petitioner is barred from proceeding before the ALJ. The *Beis Din* is the appropriate venue for this matter to be resolved. The ALJ should acknowledge the legality of the *Beis Din* and require the parties to settle their differences before that tribunal.

6. For the reasons as outlined within this Memorandum and for other good and sufficient cause, it is respectfully requested:

A. That the Petition for Special Hearing filed against the property located at 3200 Timberfield Lane should be dismissed.

Respectfully Submitted,



Timothy M. Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204
410-299-2943

[1] *Beis Din*, meaning "house of judgment" is a rabbinical Court of Judaism.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 20th day of June, 2019, a copy of the foregoing Memorandum in Support of Motion to Dismiss was mailed to G. Macy Nelson, Esquire, 401 Washington Avenue, Suite 803, Towson, MD 21204, attorney for the Petitioner.

Timothy Kotroco

Timothy M. Kotroco, Esquire

Respondent
CBA Exhibit
2

American Land Title Association

ALTA Settlement Statement - Combined
Adopted 05-01-2015

File No./Escrow No.:	16-6293	Lawrence S. London, Esq., t/a Clear Title Group
Print Date & Time:	12/06/2016 09:05 AM	
Officer/Escrow Officer		106 Old Court Road, Suite 104 Baltimore, MD 21208
Settlement Location:	106 Old Court Road, Suite 104, Baltimore, MD 21208	

Property Address:	3200 Timberfield Lane, Baltimore, MD 21208
Buyer:	David Koshkarman, Esther Koshkarman
Seller:	3200 Timberfield LLC
Lender:	Academy Mortgage Corporation
Settlement Date:	12/7/2016
Disbursement Date:	12/7/2016
Additional dates per state requirements:	

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Financial		
	$ 385,000.00	Sales Price of Property	$ 385,000.00	
		Deposit		$ 10,000.00
		Loan Amount		$ 308,000.00
$ 1,500.00		Seller Credit		$ 1,500.00
		Prorations/Adjustments		
		County Taxes from 12/7/2016 to 6/30/2017	$ 3,760.27	
	$ 3,760.27	County Taxes from 12/7/2016 to 6/30/2017		
		Loan Charges to Academy Mortgage Corporation		
		Underwriting Fees to Academy Mortgage Corporation	$ 995.00	
		LenderCredits to Academy Mortgage Corporation	$(1,462.50)	
		Other Loan Charges		
		Appraisal Fee to Kipper Appraisals, Inc.: $409.00 POC-Borrower		
		Prepaid Interest to Academy Mortgage Corporation	$ 817.50	
		Impounds		

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Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Aggregate Adjustment		$ 0.05
		Homeowner's Insurance 3 mo @ $ 72.00/mo	$ 216.00	
		Property Taxes 3 mo @ $ 544.33/mo	$ 1,632.99	
		Title Charges & Escrow / Settlement Charges		
		Abstract Fee to Lawrence S. London, Esq.	$ 95.00	
		Binder Fee to Lawrence S. London, Esq.	$ 75.00	
		City Lien Certificate to Lawrence S. London, Esq.	$ 40.00	
		Doc Prep Fee to Lawrence S. London, Esq.	$ 150.00	
		Exam Fee to Lawrence S. London, Esq.	$ 100.00	
		Judgment Reports (2) to Lawrence S. London, Esq.	$ 15.00	
		Lender's Policy to First American Title Insurance Co.	$ 883.12	
		Settlement/Closing Fee to Lawrence S. London, Esq.	$ 395.00	
		Owner's Policy to First American Title Insurance Co:	$ 1,176.48	
		Commission		
$ 7,700.00		Real Estate Commission Buyers Broker to Berkshire Hathaway Homesale Realty		
$ 7,700.00		Real Estate Commission Sellers Broker to Remax Premier Associates		
		Government Recording and Transfer Charges		
$ 2,887.50		County Transfer Tax w/Exempt. to Baltimore County, Maryland	$ 2,557.50	
$ 962.50		State Transfer Tax to Clerk of the Circuit Court	$ 962.50	
		Recording Fees (Deed) to Clerk of the Circuit Court	$ 60.00	
		Recording Fees (Mortgage) to Clerk of the Circuit Court	$ 60.00	
$ 50.00		Recording Fees (Release) to Clerk of the Circuit Court		
$ 962.50		State Recordation Tax to Baltimore County, Maryland	$ 962.50	
		Payoff(s)		
$ 389,350.37		Lender: Payoff of First Mortgage Loan to Revere Bank Principal Balance as of 12/7/2016 $389,296.61 Interest on Payoff Loan: 1 days @ $53.76/day for $53.76		
		Miscellaneous		

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Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Homeowner's Insurance Premium to Allstate Vehicle and Property Ins. Co.	$ 864.04	
$ 6,662.62		Payment of Property Tax to Lawrence S. London, Esq.		
$ 165.00		Hard Costs for recording to Lawrence S. London, Esq.		
$ 195.00		Admin Fee to Remax Premier Associates		
		Admin Fee to Berkshire Hathaway Homesale Realty	$ 385.00	
$ 195.00		Payoff Processing & Release Tracking to Lawrence S. London, Esq.		
Seller			**Borrower/Buyer**	
Debit	**Credit**		**Debit**	**Credit**
$ 418,330.49	$ 388,760.27	**Subtotals**	$ 399,740.40	$ 319,500.05
		Due From Borrower		$ 80,240.35
	$ 29,570.22	Due From Seller		
$ 418,330.49	**$ 418,330.49**	**Totals**	**$ 399,740.40**	**$ 399,740.40**

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Lawrence S. London, Esq., t/a Clear Title Group to cause the funds to be disbursed in accordance with this statement.

X _____

David Koshkarman

X _____

Esther Koshkarman

3200 Timberfield LLC

By: _____

Jonathan Ehrenfeld, Managing Member

_____

Escrow Officer

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All rights reserved.

16-6293

Printed On: 12/06/2016 09:05 AM Eastern Standard Time

AFTER RECORDING, PLEASE RETURN TO:
Lawrence S. London, Esq., t/a Clear Title Group
106 Old Court Road
Suite 104
Baltimore, MD 21208
(410) 486-5456
File No. 16-6293

Respondent
CBA Exhibit
3

DEED

THIS DEED, made this 7th day of December, 2016, by and between **3200 Timberfield LLC**, Grantor, party of the first part; and **David Koshkarman and Esther Koshkarman**, Grantees, parties of the second part.

WITNESSETH, that in consideration of the sum of **Three Hundred Eighty-Five Thousand And 00/100 Dollars ($385,000.00)**, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey to the said Grantees, their Personal Representatives, heirs, successors and assigns in fee simple all that lot of ground situate in the County of Baltimore, State of Maryland, and described as follows, that is to say:

3200 Timberfield Lane—Baltimore, MD 21208
District 03 Account 0308068640

Beginning for the same on the Southeast side of Timberfield Lane, 50 feet wide, where it is intersected by the line of division between Lot 4 and Lot 5, Block "D" as shown on the Plat of, "Section Two, Labyrinth", which plat is recorded among the Land Records of Baltimore County, Maryland in Plat Book W.J.R. No. 27, folio 43, and thence leaving the Southeast side of said Timberfield Lane, and running with and binding on a part of said line of division, as now surveyed, and referring the courses of this description to the Maryland Coordinate System NAD 83/91, the following course and distance *viz;*

1. **South 66 degrees 18 minutes 44 seconds East 139.96 feet to a capped rebar now set, thence leaving said line of division and running for new lines of division the following three courses and distances *viz*:**

2. **South 55 degrees 30 minutes 57 seconds West 134.85 feet to a capped rebar now set,**

3. **South 87 degrees 21 minutes 16 seconds West 35.68 feet to a capped rebar now set, and**

4. **North 02 degrees 38 minutes 44 seconds West 109.58 feet to a capped rebar now set on the Southeast side of said Timberfield Lane, and thence running with and binding on the Southeast side of said Timberfield Lane,**
5.
6. **Northeasterly by a curve to the left having a radius of 50.00 feet, for an arc length of 34.98 feet, the chord of said arc bearing North 43 degrees 43 minutes 45 seconds East 34.27 feet to the place of beginning.**

Containing 11,684 square feet or 0.268 of an Acre of land more or less. Known and identified as 3200 Timberfield Lane, Baltimore, MD 21208

BEING that property which, by Deed dated November 4, 2016, and recorded November 9, 2016 among the Land Records of the County of Baltimore, State of Maryland, in Liber JLE No. 38235, folio 153, was granted and conveyed by 3200 Timberfield, LLC unto 3200 Timberfield, LLC, the Grantor herein.

BY THE EXECUTION OF THIS DEED, the party of the first part hereby certify under the penalties of perjury that the actual consideration paid or to be paid, including the amount of any Mortgage or Deed of Trust outstanding, is as hereinbefore set forth.

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

TO HAVE AND TO HOLD the said described lot of ground and premises to the said Grantees, as tenants by the entireties, their Personal Representatives, heirs, successors and assigns, in fee simple.

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

WITNESS the hand and seal of the said Grantor.

3200 TIMBERFIELD LLC

By: _____ [SEAL]
Jonathan Ehrenfeld, Managing Member

COUNTY OF BALTIMORE, STATE OF MARYLAND :

AND NOW, this 6th day of **December, 2016**, before me, the undersigned Notary Public, appeared **Jonathan Ehrenfeld**, who acknowledged himself/herself to be the **Managing Member** of **3200 Timberfield LLC**, a limited liability company, and he/she, as such **Managing Member** being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing in my presence the name of the company by himself/herself as such **Managing Member**.

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

My commission expires: 7/24/20

_____
Notary Public

CHANA OSTROZYNSKI
NOTARY PUBLIC
BALTIMORE CITY
MARYLAND
MY COMMISSION EXPIRES JULY 24, 2020

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

_____
Lawrence S. London, Attorney

LR -
Declaration/Covenant
Recording Fee 20.00
Declarant Name: 3200
timberfield
Reference Control #:
LR - Surcharge 40.00
==========
SubTotal: 60.00
==========
Total: 60.00
02/17/2016 11:27
CC03-CR
#5604154 CC0301 -
Baltimore
County/CC03.01.03 -
Register 03

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (this "Declaration") is made this 29th day of January, 2016, by **3200 TIMBERFIELD, LLC**, a Maryland limited liability company (the "Declarant").

BACKGROUND STATEMENTS

A. The Declarant is the owner of all that real property which is shown as Lot No. 5, Block D on a Plat entitled, "Section Two, Labyrinth", which Plat is recorded among the Land Records of Baltimore County, Maryland, in Plat Book WJR No. 27, folio 43 (the "Property").

B. The Declarant is seeking approval from Baltimore County, Maryland (the "County") to subdivide the Property into two lots (each a "Lot" and collectively, the "Lots"). The Lots are shown on a plan of subdivision entitled "PAI # 03-0501 - Minor Subdivision Number 14-024M – Minor Subdivision of Labyrinth – Section 2 – 3200 Timberfield Lane" (the "Plan"). A copy of the Plan is attached hereto as Exhibit A and made a part hereof.

C. To obtain the County's approval of the Plan, the Declarant must establish an easement for ingress, egress, access and maintenance over each Lot for the benefit of the other Lot.

D. The Declarant makes this Declaration for purposes of obtaining the County's approval of the Plan and for establishing easements for ingress, egress, access, maintenance and utilities for the benefit of each Lot.

DECLARATION

NOW, THEREFORE, FOR AND IN CONSIDERATION of the foregoing Background Statements, which are incorporated herein by this reference, the terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant states and declares as follows:

1. **Declaration**. The Declarant, on behalf of itself and its successors and assigns, hereby declares that the Property and the Lots which are shown and designated as "Lot 1" and "Lot 2" on the Plan shall be owned, acquired, held, sold, transferred, conveyed, mortgaged, exchanged, occupied and encumbered subject to this Declaration.

2. **Declaration of Easements**.

(a) Easement for the Benefit of Lot 1. The Declarant hereby declares and states that Lot 2 shall be subject to a perpetual, non-exclusive easement for ingress, egress, access, maintenance and utilities for the benefit of Lot 1. The foregoing easement shall be in, on, over, under, through and across that area of Lot 2 which is shown and designated as "Private Ingress, Egress, Maintenance and Utility Easement" on Exhibit B attached hereto and made a part hereof.

Respondent
CBA Exhibit
4

(b) Easement for the Benefit of Lot 2. The Declarant hereby declares and states that Lot 1 shall be subject to a perpetual, non-exclusive easement for ingress, egress, access, maintenance and utilities for the benefit of Lot 2. The foregoing easement shall be in, on, over, under, through and across that area of Lot 1 which is shown and designated as "Private Ingress, Egress, Maintenance and Utility Easement" on Exhibit C attached hereto and made a part hereof.

3. Cost and Maintenance of the Easement Area. The costs and expenses associated with (a) the construction, installation, maintenance, repair or replacement of any improvements, structures or facilities of any kind whatsoever ("Improvements") within the respective easement areas and (b) with the maintenance of the respective easement areas shall be the responsibility of the owner of the Lot that benefits from such easement and Improvements. Any such construction, installation, maintenance, repair or replacement shall be undertaken only in accordance with applicable laws, ordinances, rules and regulations of governmental authorities with jurisdiction over the Lots. Improvements shall be maintained in a neat and orderly condition by the owner of the Lot that benefits from the same and at such owner's expense.

4. Restoration and Indemnification. If either Lot owner, its agents, employees or contractors, damages the property of the other owner, the Lot owner who is responsible the damage shall promptly repair such damage to substantially the same condition that existed immediately prior to the damage being done.

5. Lien for Improvements. Any lien for the construction, installation, maintenance, repair or replacement of any Improvements shall be subordinate to the lien of any deed of trust or mortgage now or hereafter placed upon either Lot. A foreclosure sale or transfer in lieu thereof shall not relieve any Lot owner (a) from liability for any construction, installation maintenance, repair or replacement obligations thereafter becoming due; nor (b) from any lien arising or resulting from the Lot owner's failure to pay the costs of subsequent construction, installation maintenance, repair or replacement. Neither Lot owner shall permit the creation or existence of any mechanics', materialmen's or similar liens against the other Lot.

6. Service Providers. The parties hereto expressly intend and declare that public and private service and utility providers and their respective successors, assigns, transferees, subsidiaries and affiliates and their respective employees, contractors, subcontractors, agents and licensees shall have the right and privilege of using the easements and entering onto the easement areas and such other areas of the Lots as are reasonably necessary for the installation, operation, inspection, maintenance, repair, replacement and/or provision of services and utilities. Such providers include, but are not limited to the United States Postal Service, Baltimore County, Maryland, Baltimore Gas and Electric, Verizon, and Comcast.

7. Miscellaneous.

(a) Neither owner shall obstruct or hinder the other owner from exercising such owner's rights under this Declaration.

(b) Nothing contained herein is intended to be, or shall be construed as, creating a possibility of reverter.

(c) The easements, covenants and agreements contained herein are appurtenant to and shall run with and bind the Lots in perpetuity for the benefit of the Declarant, its successors and assigns.

(d) This Declaration may be altered, modified or amended only by a written agreement signed by the owners of the Lots and recorded among the Land Records of Baltimore County. Any such amendment shall be effective upon its recordation among the Land Records.

(e) No person who signs this Declaration shall have any individual liability for the performance or failure to perform any of the covenants, conditions, restrictions or agreements contained herein.

(f) Damages shall not be deemed adequate compensation for any actual or threatened breach or violation of any provision hereof, and the owners of the Lots shall be entitled to relief by way of injunction, specific performance, and/or any other relief available at law or in equity for any such breach or violation.

AS WITNESS, the hand and seal of the Declarant as of the day and year first above written.

WITNESS:

3200 TIMBERFIELD, LLC

By: _____ (SEAL)
Jonathan Ehrenfeld, Member

STATE OF MARYLAND, CITY~~/COUNTY~~ OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of January, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Jonathan Ehrenfeld, who acknowledged himself to be a Member of the Declarant named herein and that he, in such capacity, being authorized so to do, acknowledged the foregoing Declaration of Easements to be the act and deed of 3200 Timberfield, LLC, the Declarant named herein, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission expires: March 28, 2018

ROBERT D. PORTER
Notary Public
Baltimore County
Maryland
My Commission Expires Mar 28, 2018

ATTORNEY CERTIFICATION

This is to certify that the foregoing Declaration of Easements was prepared by the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Robert D. Porter

After recording, please return to:
Robert D. Porter, Esquire
Porter Law LLC
P.O. Box 367
Phoenix, Maryland 21131

JOINDER BY LENDER

See Indemnity Purchase Money Construction Deed of Trust (the "Deed of Trust"), dated September 24, 2013, from 3200 Timberfield, LLC (for the benefit of Revere Bank), and recorded among the Land Records of Baltimore County, Maryland in Liber 34319, folio 395. The undersigned Lender joins herein to assent to the terms and provisions of the foregoing instrument.

WITNESS/ATTEST:

Christa A Donkor

LENDER:

REVERE BANK

By: _____ (Seal)
Name: Michael A. Schonfeld
Title: Senior Vice President

STATE OF MARYLAND, ~~CITY~~/COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY, that on this 1st day of February, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Michael A. Schonfeld, and that s/he as the Senior Vice President of Revere Bank, being authorized so to do, executed the foregoing Joinder by Lender for the purposes therein contained by signing the name of Revere Bank by himself/herself in such capacity, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

CHRISTA A. DONKOR NOTARY PUBLIC MONTGOMERY COUNTY, MD My Commission Expires

Christa A Donkor
Notary Public

My Commission expires: March 18, 2018

ATTORNEY CERTIFICATION

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

Robert D. Porter

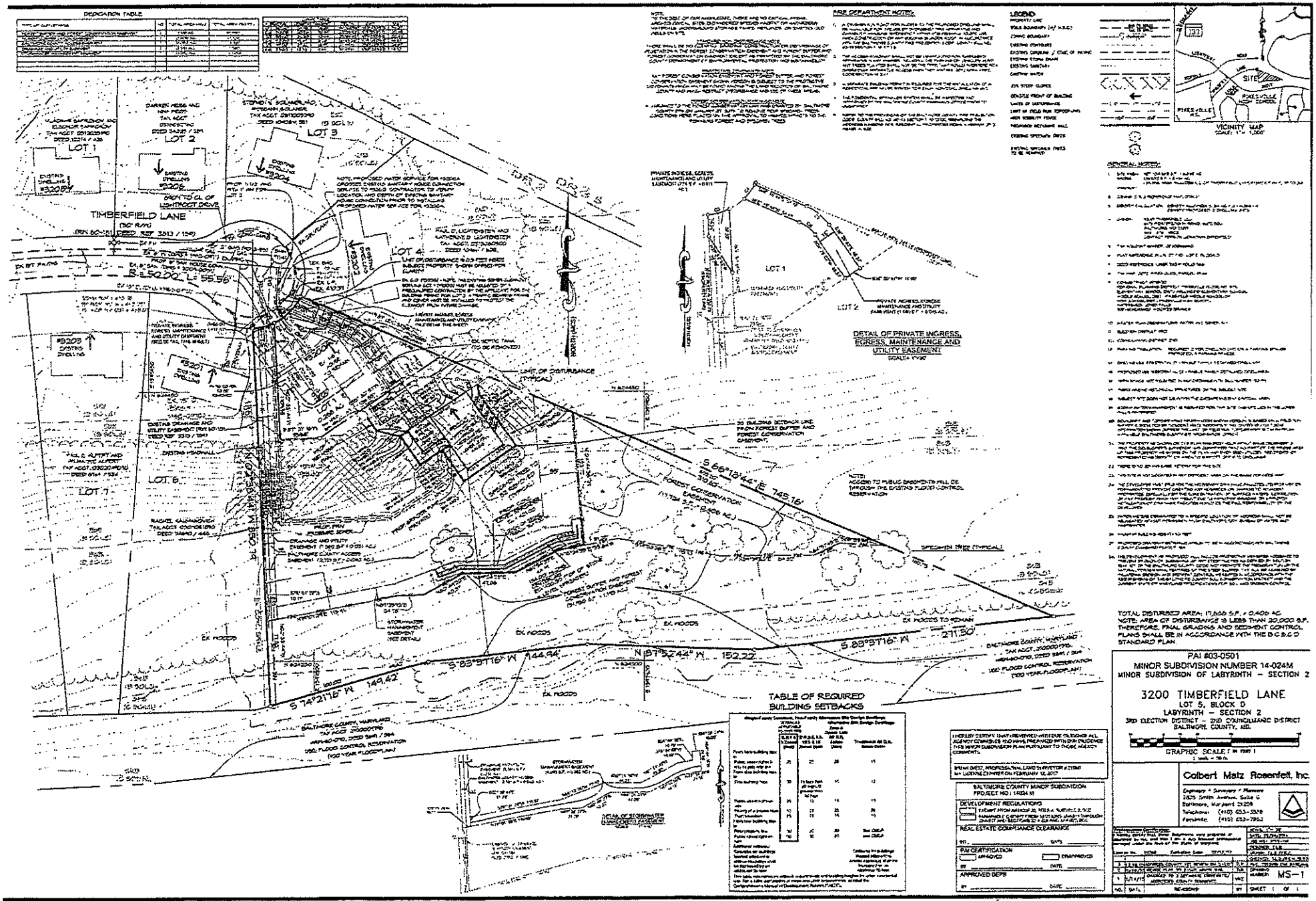
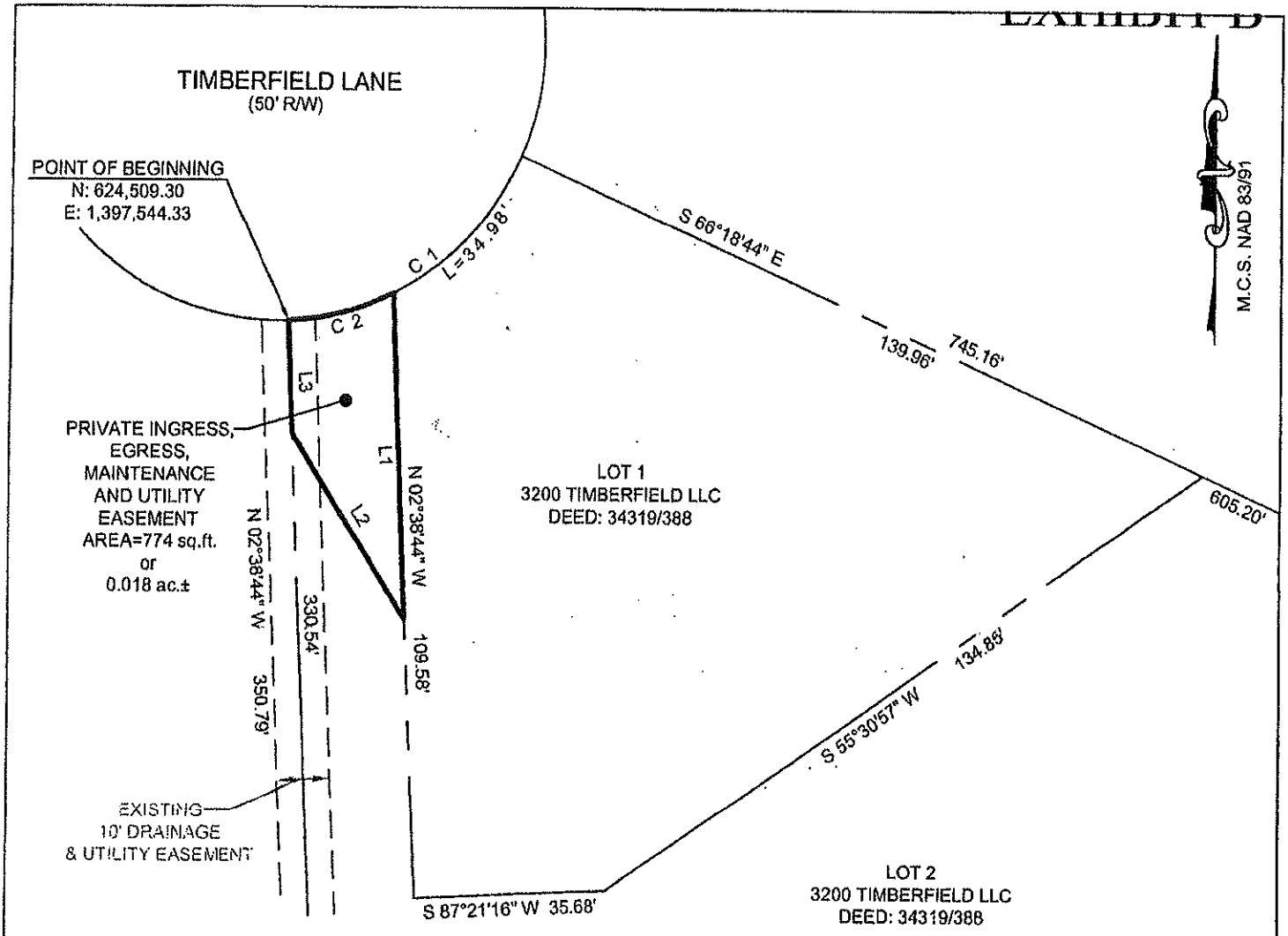

TIMBERFIELD LANE
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
#3205 EXISTING DWELLING
#3206 EXISTING DWELLING
#3204 EXISTING DWELLING
#3201 EXISTING DWELLING
#3209 EXISTING DWELLING
S 66°18'44" E 748.16'
S 89°37'16" W 144.94'
N 81°52'44" W 152.22'
S 89°37'16" W 211.50'
S 74°21'16" W 144.42'
N 66°18'44" W 310.10'
LIMIT OF DISTURBANCE (TYPICAL)
FOREST CONSERVATION EASEMENT
EX FLOODS
EX FLOODS TO REMAIN
DETAIL OF PRIVATE INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT
TABLE OF REQUIRED BUILDING SETBACKS
VICINITY MAP
SITE
PIKESVILLE
LOCH RAVEN
LABYRINTH ROAD
TOTAL DISTURBED AREA: 17,606 S.F. ± 0.404 AC.
NOTE: AREA OF DISTURBANCE IS LESS THAN 20,000 S.F. THEREFORE, FINAL GRADING AND SEDIMENT CONTROL PLANS SHALL BE IN ACCORDANCE WITH THE D.C.S.C.D. STANDARD PLAN
PAI #03-0501
MINOR SUBDIVISION NUMBER 14-024M
MINOR SUBDIVISION OF LABYRINTH – SECTION 2
3200 TIMBERFIELD LANE
LOT 5, BLOCK D
LABYRINTH – SECTION 2
3RD ELECTION DISTRICT – 2ND COUNCILMANIC DISTRICT
BALTIMORE COUNTY, MD.
GRAPHIC SCALE
Colbert Matz Rosenfelt, Inc.
Engineers • Surveyors • Planners
2835 Smith Avenue, Suite G
Baltimore, Maryland 21209
Telephone: (410) 653-3838
Facsimile: (410) 653-7953
BALTIMORE COUNTY MINOR SUBDIVISION
PROJECT NO. 14024 M
DEVELOPMENT REGULATIONS
REAL ESTATE COMPLIANCE CLEARANCE
PAI CERTIFICATION
APPROVED
DISAPPROVED
APPROVED DEPS
MS-1

EXHIBIT B



Line Table		
Line #	Direction	Length
L1	S 2° 38' 44" E	58.59'
L2	N 32° 59' 31" W	39.59'
L3	N 2° 38' 44" W	20.25'

Curve Table						
Curve #	Radius	Length	Tangent	Delta	Chord Direction	Chord Length
C1	50.00'	55.56'	31.04'	63.66	N 55° 31' 07" E	52.74'
C2	49.74'	20.58'	10.44'	23.70	N 75° 33' 36" E	20.43'

THIS EASEMENT PLAT HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS AS ADOPTED BY THE STATE OF MARYLAND

BRIAN DIETZ
MD PROFESSIONAL LAND SURVEYOR NO. 21080
LICENSE EXPIRES: FEBRUARY 12, 2017

"PRIVATE INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT" FOR LOT 1

3200 TIMBERFIELD LLC
DEED: 34319/388

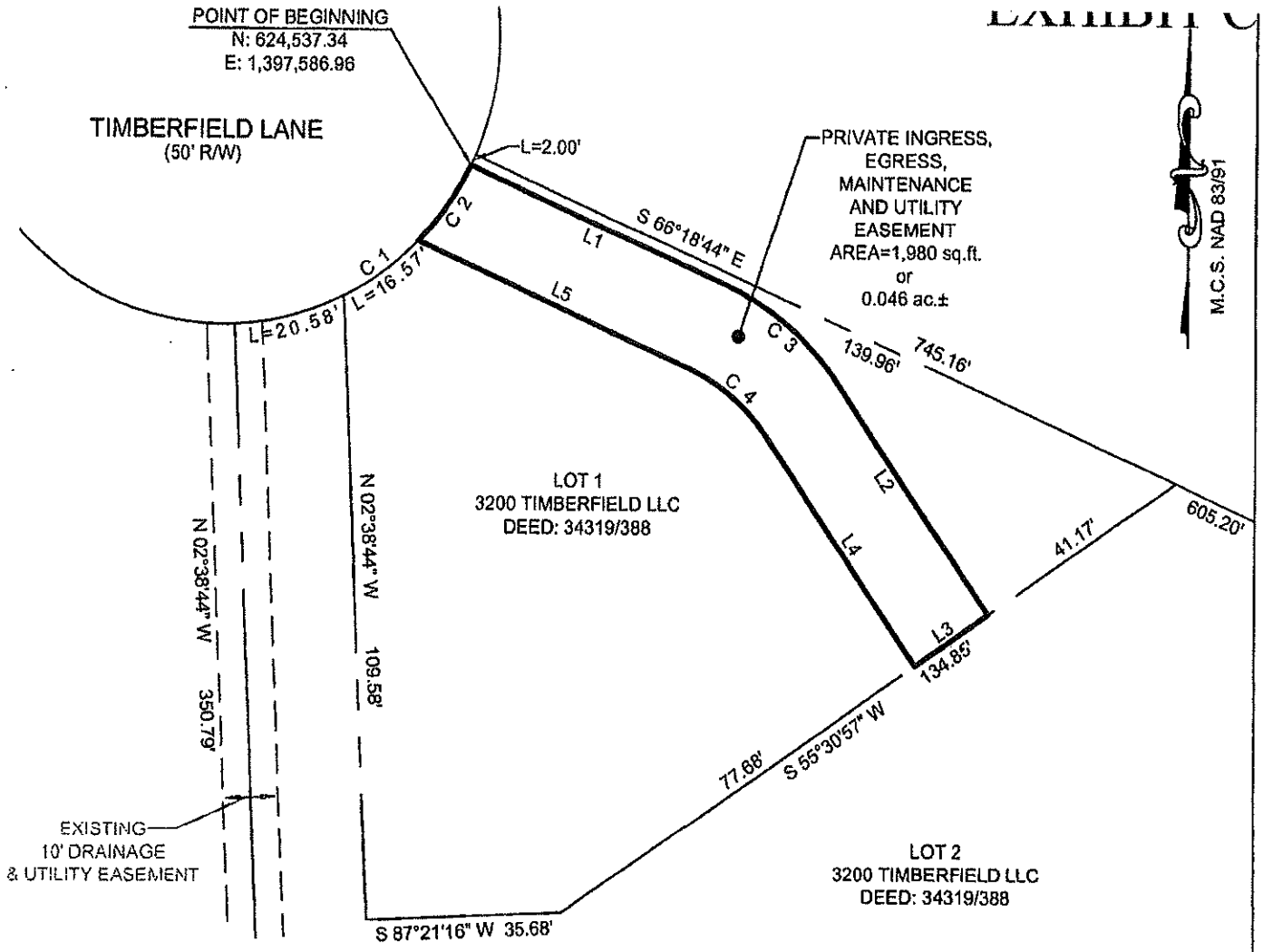
TAX MAP: 78 GRID: 05 PARCEL: 144
BALTIMORE COUNTY, MARYLAND

CMR DRAWING FILE No.: 2013166 Private Ingress Egress Maintenance and Utility Easement for Lot 1

Colbert Matz Rosenfelt, Inc.
*Engineers * Surveyors * Planners*
2835 Smith Avenue, Suite G
Baltimore, Maryland 21209
Telephone: (410) 653-3838
Facsimile: (410) 653-7953

SCALE: 1"= 30' DECEMBER 18, 2015

EXHIBIT C



Line Table		
Line #	Direction	Length
L1	S 66° 18' 44" E	51.18'
L2	S 34° 29' 03" E	48.57'
L3	S 55° 30' 57" W	16.00'
L4	N 34° 29' 03" W	48.57'
L5	N 66° 18' 44" W	54.49'

Curve Table						
Curve #	Radius	Length	Tangent	Delta	Chord Direction	Chord Length
C1	50.00'	55.56'	31.04'	63.66	N 55° 31' 07" E	52.74'
C2	50.00'	16.41'	8.28'	18.81	N 35° 23' 03" E	16.34'
C3	49.00'	27.22'	13.97'	31.83	S 50° 23' 53" E	26.87'
C4	33.00'	18.33'	9.41'	31.83	N 50° 23' 53" W	18.10'

THIS EASEMENT PLAT HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS AS ADOPTED BY THE STATE OF MARYLAND

BRIAN DIETZ
MD PROFESSIONAL LAND SURVEYOR NO. 21080
LICENSE EXPIRES: FEBRUARY 12, 2017

"PRIVATE INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT" FOR LOT 2

3200 TIMBERFIELD LLC
DEED: 34319/388

TAX MAP: 78 GRID: 05 PARCEL: 144
BALTIMORE COUNTY, MARYLAND

CMR DRAWING FILE No.:2013166 Private Ingress Egress Maintenance and Utility Easement for Lot 2

Colbert Matz Rosenfelt, Inc.
*Engineers * Surveyors * Planners*
2835 Smith Avenue, Suite G
Baltimore, Maryland 21209
Telephone: (410) 653-3838
Facsimile: (410) 653-7953

SCALE: 1"= 30' DECEMBER 18, 2015

Check Box	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Length Sale [9]

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	EASEMENT FOR DRIVEWAYS PURSUANT TO A MINOR
State Transfer	SUBDIVISION PLAN FOR NO MONETARY CONSIDERATION
County Transfer	

Space Reserved for C

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$ 0.00
Any New Mortgage	$ 0.00
Balance of Existing Mortgage	$
Other:	$
Other:	$
Full Cash Value:	$

Finance Office Use Only Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X ( ) % =	$
Less Exemption Amount -	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X ( ) per $500 =	$
TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$	$
Surcharge	$	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
03	EASEMENT **	34319/388	0078	0144	☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
LABRYNTH					

Location/Address of Property Being Conveyed (2)

** 03-08-068640

Other Property Identifiers (if applicable)	Water Meter Account No.

Residential ☐ or Non-Residential ☐ | Fee Simple ☐ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☐ No | Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
3200 TIMBERFIELD, LLC	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
3200 TIMBERFIELD, LLC	

New Owner's (Grantee) Mailing Address

NO CHANGE IN OWNERSHIP

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: ROBERT D. PORTER, ESQUIRE

Firm PORTER LAW LLC

Address: P.O. BOX 367

PHOENIX, MD 21131 Phone: (443) 465-9262

☑ Return to Contact Person

☐ Hold for Pickup

☐ Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

☐ Yes ☑ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☑ No Does transfer include personal property? If yes, identify:

☐ Yes ☑ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only – Do Not Write Below This Line

Terminal Verification | Agricultural Verification | Whole | Part | Tran. Process Verification

Transfer Number | Date Received: | Deed Reference: | Assigned Property No.:

alidation

LR - Government Instrument
Agency Name: BALTIMORE COUNTY MD
Instrument List:
Agreement / Easement
Describe Other:
Reference/Control #:
Total: 0
04/12/2016 03:44 CC03
#5930288 CC0301 - Baltimore County/CC03.01.05 - Register 05

RW2016-019-01
J.O. 5-1-7500
Item 1 (DUE)
Election District: 3, C 2

DEED OF EASEMENT AND AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT, made this 29th day of January, in the year 2016, by and between 3200 TIMBERFIELD, LLC, a Maryland limited liability company, Grantor; and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantee.

WHEREAS, the Grantee desires to construct and maintain sewers, drains, water pipes, and other municipal utilities and services in, on, through, and across the land hereinafter described, and the Grantor is willing to grant such right.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00), the receipt and sufficiency of which are hereby acknowledged, the said Grantor hereby grants and conveys unto Baltimore County, Maryland, a body corporate and politic, its successors and assigns, an easement in, on, through, and across the land of the Grantor, situate in Baltimore County, State of Maryland to lay, construct, and maintain sewers, drains, water pipes, other municipal utilities and services, and for other governmental purposes, said sewers, drains, water pipes, other municipal utilities and services, and other governmental purposes to be in, on, through and across the easement area which is described as follows:

> BEING KNOWN AND DESIGNATED AS "Drainage and Utility Easement" containing 0.031 acre (1,360 sq. ft.), more or less, as shown and indicated on Baltimore County Baltimore County Real Estate Compliance Drawing No. RW 16-019-01, which is attached hereto and made a part hereof.
>
> Situate in the Third (3rd) Election District of Baltimore County, Maryland.

Being a portion of the property which by Deed dated September 24, 2013 and recorded among the Land Records of Baltimore County, Maryland in Liber 34319, folio 388 was granted and conveyed by Charles D. Miron, Trustee and Amy G. Miron, Trustee unto 3200 Timberfield, LLC, the Grantor herein.

AND the Grantor does hereby agree that Baltimore County, Maryland, its successors and/or assigns, shall have the right and privilege of entering upon the aforesaid lands, whenever it may be necessary to make openings and excavations, and to lay, construct and maintain said municipal utilities and appurtenances, provided, however, that the ground hereinabove described shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on, or over the said easement by the Grantor, the Grantor's successors and/or assigns, nor shall the existing grade be changed without prior approval of the Baltimore County Department of Public Works.

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

AS WITNESS the due execution hereof by the aforenamed Grantor.

WITNESS:

GRANTOR:

3200 TIMBERFIELD, LLC

By: _____ (Seal)
Jonathan Ehrenfeld, Member

STATE OF MARYLAND, CITY/~~COUNTY~~ OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of January, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Jonathan Ehrenfeld, who acknowledged himself to be a Member of 3200 Timberfield, LLC, and, being authorized so to do, he acknowledged the foregoing Deed of Easement and Agreement to be the act of 3200 Timberfield, LLC in such capacity, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

Notary Public

ROBERT D. PORTER
Notary Public
Baltimore County
Maryland
My Commission Expires Mar 28, 2018

My Commission expires: March 28, 2018

ATTORNEY CERTIFICATION

This is to certify that the within Deed of Easement and Agreement (the "Instrument") was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

This is to certify further that the Instrument was prepared by me or under my supervision and conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual, May, 2007 edition.

Robert D. Porter

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

3/8/16

OFFICE OF THE COUNTY ATTORNEY

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

APPROVED AND ACCEPTED this 24th
day of March, 2016.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____
Name: Fred Homan
County Administrative Officer

All language on this page is required by Baltimore County for this document.

INDEXED
DATE: 4-6-2016

Rev. 5/07

JOINDER BY LENDER

See Indemnity Purchase Money Construction Deed of Trust (the "Deed of Trust"), dated September 24, 2013, from 3200 Timberfield, LLC (for the benefit of Revere Bank), and recorded among the Land Records of Baltimore County, Maryland in Liber 34319, folio 395. The undersigned Lender joins herein to assent to the terms and provisions of the foregoing instrument and assents to waive and subordinate the lien of said Deed of Trust to the legal operation and effect of the interest being acquired by Baltimore County under the foregoing instrument.

WITNESS/ATTEST:

LENDER:

REVERE BANK

By: _____ (Seal)
Name: Michael A. Schonfeld
Title: Senior Vice President

STATE OF MARYLAND, ~~CITY~~/COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY, that on this 1st day of February, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Michael A. Schonfeld and that s/he as the Senior Vice President of Revere Bank, being authorized so to do, executed the foregoing Joinder by Lender for the purposes therein contained by signing the name of Revere Bank by himself/herself in such capacity, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

CHRISTINA O. DONKOR NOTARY PUBLIC MONTGOMERY COUNTY, MD My Commission Expires

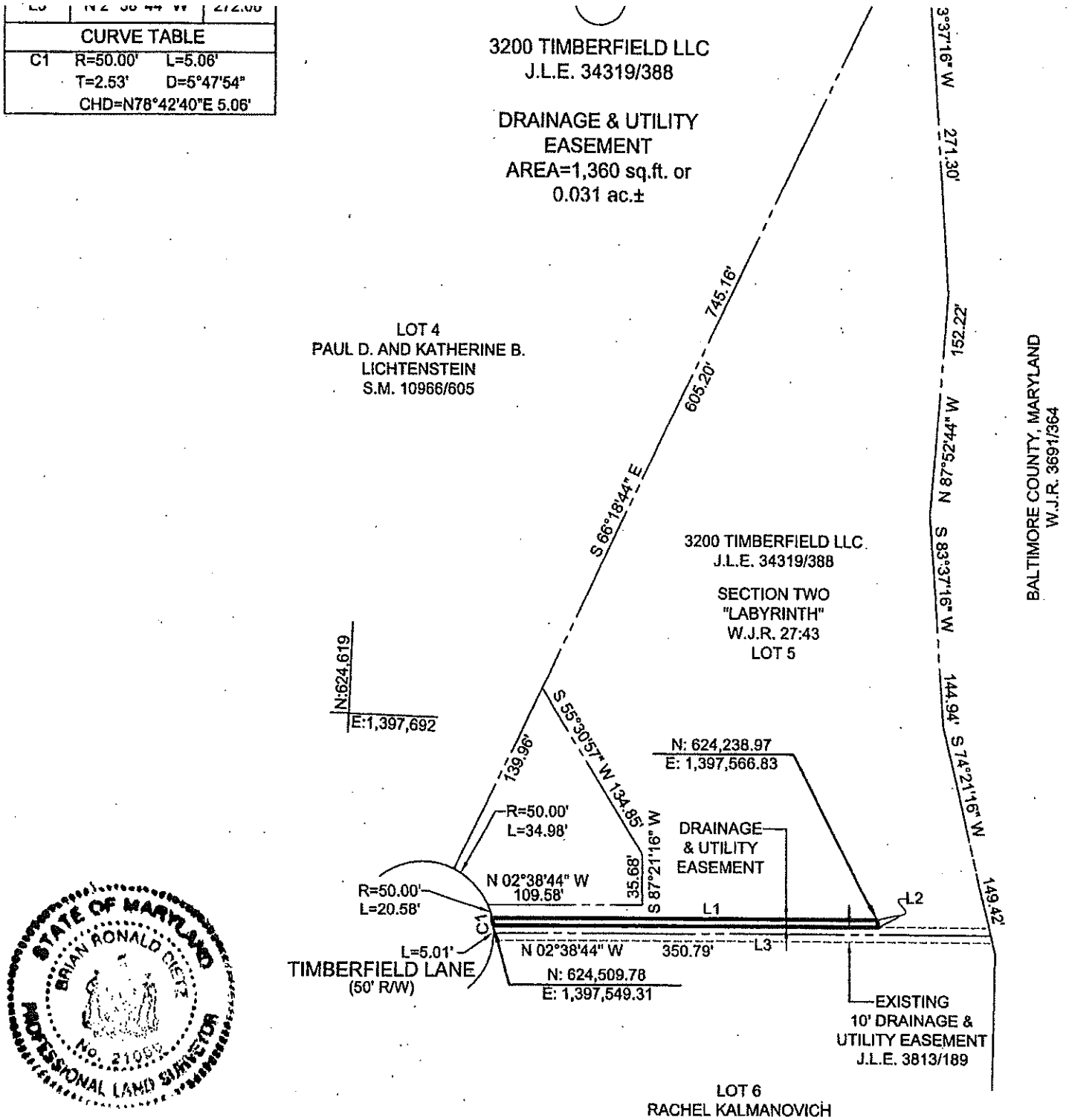
Notary Public

My Commission expires: March 18 2018

ATTORNEY CERTIFICATION

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

Robert D. Porter



STATE OF MARYLAND
BRIAN RONALD CIETZ
No. 21098
PROFESSIONAL LAND SURVEYOR

THIS PLAT PREPARED BY:

COLBERT MATZ ROSENFELT, INC.
ENGINEERS * SURVEYORS * PLANNERS
2835 SMITH AVENUE, SUITE G
BALTIMORE, MARYLAND 21209
PHONE: (410)653-3838

FILE: 2013168 Drainage and Utility Easement

TAX MAP: 078 GRID: 05 PARCEL: 144

BALTIMORE COUNTY		REAL ESTATE COMPLIANCE
DISTRICT NO. 3 C-2	POSITION SHEET NO. 0 31 NW 16	FEDERAL PROJECT NO. N/A
	CONSTRUCTION PLAN NO. N/A	MARYLAND PROJECT NO. N/A

APPROVED ..... DIRECTOR OF PUBLIC WORKS

AREA TO BE ACQUIRED
EXISTING COUNTY R/W
REVERTIBLE SLOPE
AREA TO BE RELEASED

..... EMPLOYEE

ATTORNEY TITLE CERTIFICATION
(with use of an Attorney Deed Preparation Certification)

SUBDIVISION/PROJECT NAME: 3200 Timberfield Lane

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: September 24, 2014

FOR PROJECT KNOWN AS: 3200 Timberfield Lane

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

2. The undersigned maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under Policy No: 5 LA2PL 00005-15-00, issued by First Indemnity Insurance, insurer, with limits of liability of $1,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instrument Deed of Easement and Agreement (the "Instrument") was prepared by Robert D. Porter, Esquire who has certified that the Instrument conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual.

4. The undersigned has caused a diligent examination of the Land Records of Baltimore County, Maryland, to be made to ascertain the status of record title to the real property (the "Property") described in, and to be encumbered or conveyed by, the Instrument. Based solely upon examination of such records as on file through the date of this certification (the "Examination Date"), by the undersigned, the undersigned certifies, represents and opines to Baltimore County, Maryland, that:

a. Fee simple title of record is vested in 3200 Timberfield, LLC by virtue of a deed from Charles D. Miron as Trustee, and Amy G. Miron as Trustee, dated September 24, 2013 and recorded among the Land Records of Baltimore County, Maryland in Liber 34319 Folio 388.

b. The Instrument is in appropriate form for the conveyance of, or creation of encumbrance on, the Property.

c. Following the due execution and acknowledgment of the Instrument by the parties named therein, the signatory(ies) thereon having the authority to so bind the grantor entity(ies) referenced therein (if applicable), and its delivery to and acceptance by the County, and its recordation among the Land Records, the Instrument will be effective in accordance with its terms to create or convey the interest in the Property which the Instrument purports to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.

d. I have no personal knowledge of conflicting interests (including, but not limited to, rights or claims of parties in possession, adverse claims, and/or equitable interests not shown by the public records) that would interfere with or jeopardize Baltimore County's use of the herein granted easement or fee simple area for the purposes set forth in this Instrument.

5. This Certification is made and delivered subject to the express understandings and agreements:

a. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instrument from the parties named therein as granting or joining in the same.

b. This Certification of title is rendered to Baltimore County, Maryland, for its benefit, with the understanding that Baltimore County, Maryland, will rely upon the truth, accuracy and completeness of the certifications, representations and opinions herein set forth.

c. This Certification of title may be relied upon by Baltimore County, Maryland, authorities. It may not be relied upon by any other person or entity without the prior written consent of the undersigned.

d. The undersigned assumes no liability for any lien, encumbrance, and/or defect in title to or ownership of the Property, of whatever nature or character, arising subsequent to the Examination Date of which the undersigned had no personal knowledge. The undersigned assumes no responsibility for any lien, encumbrance, title defect or any other matter affecting title to the Property of which the undersigned had no personal knowledge and not appearing of record among the Land Records of Baltimore County, Maryland, as of the Examination Date.

Date: February 9, 2016

LAWRENCE S. LONDON, ESQ.

_____(SEAL)

Address: 106 Old Court Road, Suite 104, Baltimore, MD 21208; 410-486-5456
e-mail: lawrenceslondon@aol.com

ATTORNEY DEED PREPARATION CERTIFICATION
(with use of an Attorney Title Certification)

SUBDIVISION/PROJECT NAME: 3200 TIMBERFIELD LANE

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: SEPTEMBER 24, 2014

FOR PROJECT KNOWN AS: 3200 TIMBERFIELD LANE

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

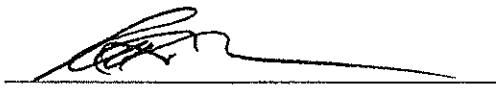
2. The undersigned, maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under policy no: 41024-1, issued by Minnesota Lawyers Mutual insurer, with limits of liability of $2,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instruments, Deed of Easement and Agreement, Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions, Forest Buffer and Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions and Deed of Declaration and Easement (the "Instruments"), were prepared by me or under my supervision, and conform in all material respects to the prescribed form for such Instruments as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual, May, 2007 edition.

4. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instruments from the parties named therein as granting or joining in the same.

5. Following the due execution and acknowledgment of the Instruments by the parties named therein, the signatories thereon having the authority to so bind the grantor entity referenced therein (if applicable), and their delivery to and acceptance by the County, and their recordation among the Land Records, the Instruments will be effective in accordance with their terms to create or convey the interest in the Property which the Instruments purport to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.

PORTER LAW LLC

By: 
Robert D. Porter, Member

Date February 9, 2016

Address: P.O. Box 367
Phoenix, Maryland 21131
Phone No.: (443) 465-9252

Colbert Matz Rosenfelt, Inc.

Civil Engineers • Surveyors • Planners

ENGINEER CERTIFICATION

SUBDIVISION/PROJECT NAME: 3200 Timberfield Lane

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: September 24, 2014

FOR PROJECT KNOW AS: 3200 Timberfield Lane

I HEREBY declare, affirm, and certify under penalties of perjury that the following listed right-of-way plat(s) comply in all material respects with the above-referenced Minor Subdivision Plan, that the construction plans relative to said Minor Subdivision Plan agree with the said listed right-of-way plat(s), and that said right-of-way plat(s) were prepared in compliance with Baltimore County, Department of Permits and Development Management, Bureau of Land Acquisition, Drafting Section, Design Manual, dated September, 1996.

I FURTHER agree to indemnify, protect, and hold harmless Baltimore County, Maryland, its agents, employees, successors, and/or assigns form and against any and all costs, liability, penalties, fines, forfeitures, reasonable attorney's fees, judgments, and related litigation costs arising from any negligent errors and omissions contained in this certification, it being fully understood and acknowledged that Baltimore County intends to rely fully upon said certification. It is intended that Baltimore County, its successors and/or assigns, shall be a third party beneficiary of any agreement, whether oral or written, between my client 3200 Timberfield LLC _____ and myself for the preparation of this Certification.

2835 Smith Avenue, Suite G Baltimore, Maryland 21209

Record Plats	Right-of-Way Plats
Liber_____ folio_____	RW 16-019-01
Liber_____ folio_____	RW 16-019-02
Liber_____ folio_____	RW 16-019-03
Liber_____ folio_____	RW _____
Liber_____ folio_____	RW _____

_____ (SEAL)

Date: Feb 8, 2016

Name: Richard E. Matz

Firm: Colbert Matz Rosenfelt, Inc.

Address: 2835 Smith Ave., Suite G

Baltimore, MD 21209

Telephone No: 410-653-3838

Professional Liability Insurance:

Company: RLI Insurance Company

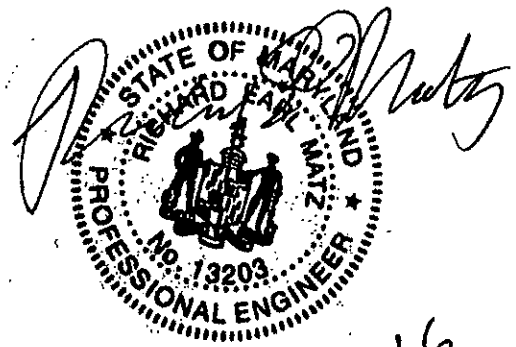
Policy No: RDP 0014268

Policy Limits: 1,000,000/1,000,000

Professional Certification: I hereby that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

License No: 13203

Expiration Date: November 2, 2016



Feb 8, 2016.

Check Box	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Length Sale [9]

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	TO GOVERNMENT, SECTION 12-108(a)
State Transfer	TO GOVERNMENT, SECTION 13-207(a)(1)
County Transfer	TO GOVERNMENT, SECTION 11-3-202(a)(4)

Space Reserved for

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$ 0.00
Any New Mortgage	$ 0.00
Balance of Existing Mortgage	$
Other:	$
Other:	$
Full Cash Value:	$

Finance Office Use Only
Transfer and Recordation Tax Consideration

Transfer Tax Consideration	$
X ( )% =	$ EXEMPT
Less Exemption Amount –	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X ( ) per $500 =	$ EXEMPT
TOTAL DUE	$

5 Fees

Ease

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$	$
Surcharge	$	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$ 6

Agent:
Tax Bill:
C.B. Credit:
Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
03	03-08-068640 Easement Agreement	34319/388	0078	0144	(5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
LABRYNTH					

Location/Address of Property Being Conveyed (2)

Other Property Identifiers (if applicable) | Water Meter Account No.

3200 Timberfield Lane

Residential ☐ or Non-Residential ☑ | Fee Simple ☐ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☑ No | Description/Amt. of SqFt/Acreage Transferred: DRAINAGE & UTILITY ESMT AREA CONTAINING 0.031 ACRE (1,360 SQ. FT.), MORE OR LESS ON RW DRAWING NO. RW 16-019-01

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
3200 TIMBERFIELD, LLC	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
BALTIMORE COUNTY, MARYLAND	

New Owner's (Grantee) Mailing Address
OLD COURTHOUSE, TOWSON, MD 21204

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: REAL ESTATE COMPLIANCE
Firm: BALTIMORE COUNTY, MARYLAND
Address: COUNTY OFFICE BUILDING, 111 W. CHESAPEAKE AVE., ROOM 112
TOWSON, MD 21204 Phone: (410) 887-3284

☐ Return to Contact Person
☑ Hold for Pickup
☐ Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

☐ Yes ☑ No Will the property being conveyed be the grantee's principal residence?
☐ Yes ☑ No Does transfer include personal property? If yes, identify:
☐ Yes ☑ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification	Agricultural Verification	Whole	Part	Tran. Process Verification
Transfer Number	Date Received:	Deed Reference:		Assigned Property No.:

Year	20	20	Geo	Map	Sub	Block

LR - Government 0
Instrument 0
Agency Name: BALTIM
COUNTY MD
Instrument List:
Declaration
Describe Other:
Reference/Control #
Total: 0
04/12/2016 03:45
CC03
#5930333 CC03301 -
Baltimore
County/CC03.01.05 -
Register 05

RW 2016-019-02
J.O. 5-1-7500
Item 1 (SWM)
Election District 3, C 2

DEED OF DECLARATION AND EASEMENT

THIS DEED OF DECLARATION AND EASEMENT, made this 29th day of January, in the year 2016, by 3200 TIMBERFIELD, LLC, a Maryland limited liability company, Grantor, and BALTIMORE COUNTY, MARYLAND, A BODY CORPORATE AND POLITIC, Grantee.

WHEREAS, 3200 Timberfield, LLC, the Grantor, is the fee simple owner of all that property situate, lying, and being in the Third (3rd) Election District of Baltimore County, State of Maryland, and more particularly described in a Deed dated September 24, 2013, from Charles D. Miron, Trustee and Amy G. Miron, Trustee, which Deed is recorded among the Land Records of Baltimore County Liber 34319, folio 388 (the "Property"); and

WHEREAS, the Grantor desires to reserve easements on the Property for the installation and maintenance of utilities and drainage facilities as hereinafter set forth; and

WHEREAS, the Grantor desires to grant unto Baltimore County, Maryland, an easement in, on, and over the Property for storm drain and other governmental purposes as hereinafter set forth.

NOW, THEREFORE, THIS DECLARATION WITNESSETH, that the said Grantor, for itself, its successors and/or assigns, declares and covenants that all that lot of ground being known and designated as "Stormwater Management Easement", containing 0.092 acre (4,000 sq. ft.), more or less, on Baltimore County Real Estate Compliance Drawing No. RW 16-019-02, which is attached hereto and made a part hereof (the "Easement Area") shall be subject to the following reserved easements and covenants:

RESERVED EASEMENTS AND COVENANTS

Easement for the installation and maintenance of utilities and drainage facilities in the Easement Area is hereby reserved by the Grantor for the installation and maintenance of utilities, storm water sewers, surface drains, and storm water management devices. No structure, planting, or other material shall be placed or permitted to remain within the Easement Area

except as shown on the storm water management plans or within any utility or similar easements which may be located on the Property which may damage or interfere with the installation of, access to, and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels or the storm water management devices in the Easement Area. The Easement Area and all improvements in it shall be maintained continuously by the Grantor, and at the Grantor's expense, including, without limitation, any maintenance and repairs required by Baltimore County to maintain the proper functioning of any storm water management devices located within the Easement Area, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance of the Property, or of any interest therein, shall be deemed to be, or construed as, a conveyance of this easement, or any of them, even though the conveyance purports to convey the Grantor's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Grantor to thereby convey this easement.

FURTHER, WITNESSETH, that in consideration of the sum of One Dollar ($1.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does grant unto Baltimore County, Maryland, a body corporate and politic, its successors and/or assigns, easements on, over and across Timberfield Lane and as shown and indicated as "Baltimore County Access Easement" on Baltimore County Real Estate Compliance Drawing No. 16-019-02, which is attached hereto and made a part hereof, to enter upon the Property for the purpose of inspecting, constructing, maintaining, and repairing storm water management facilities thereon, as Baltimore County, Maryland, in its sole discretion deems necessary; and said Grantor agrees that any and all costs incurred by Baltimore County, Maryland, thereby shall be assessable as a lien against the Property, and that no buildings or similar structures of any kind shall be erected, in or over the Easement Area which may interfere with the access to, maintenance and repair of said storm water management facilities.

The covenants and easements contained in this Deed of Declaration and Easement shall run with the land and be binding upon the Grantor, its successors and/or assigns.

WITNESS, the hand and seal of the Grantor, this day and year first above written.

WITNESS: GRANTOR:

3200 TIMBERFIELD, LLC

By: _____ (SEAL)
Jonathan Ehrenfeld, Member

STATE OF MARYLAND, CITY/~~COUNTY OF~~ BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of January, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Jonathan Ehrenfeld, who acknowledged himself to be a Member of the Grantor named herein and that he, in such capacity, being authorized so to do, acknowledged the foregoing Deed of Declaration and Easement to be the act and deed of 3200 Timberfield, LLC, the Grantor named herein, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission expires: March 28, 2018

ROBERT D. PORTER
Notary Public
Baltimore County
Maryland
My Commission Expires Mar 28, 2018

ATTORNEY CERTIFICATION

This is to certify that the within Deed of Declaration and Easement (the "Instrument") was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

This is to certify further that the Instrument was prepared by me or under my supervision and conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual, May, 2007 edition, as amended.

_____
Robert D. Porter

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

3/8/16

OFFICE OF THE COUNTY ATTORNEY

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

APPROVED AND ACCEPTED this 24th
day of March, 2016.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY: _____
Name: Fred Homan
County Administrative Officer

All language on this page is required by Baltimore County for this document.

INDEXED
DATE: 4-6-2016

Rev. 5/07

JOINDER BY LENDER

See Indemnity Purchase Money Construction Deed of Trust (the "Deed of Trust"), dated September 24, 2013, from 3200 Timberfield, LLC (for the benefit of Revere Bank), and recorded among the Land Records of Baltimore County, Maryland in Liber 34319, folio 395. The undersigned Lender joins herein to assent to the terms and provisions of the foregoing instrument and assents to waive and subordinate the lien of said Deed of Trust to the legal operation and effect of the interest being acquired by Baltimore County under the foregoing instrument.

WITNESS/ATTEST:

LENDER:

REVERE BANK

By: _____ (Seal)
Name: Michael A. Schonfeld
Title: Senior Vice President

STATE OF Maryland, ~~CITY~~/COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY, that on this 1st day of February, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Michael A. Schonfeld, and that \$/he as the Senior Vice President of Revere Bank, being authorized so to do, executed the foregoing Joinder by Lender for the purposes therein contained by signing the name of Revere Bank by himself/herself in such capacity, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

CHRISTINA O. DONKOR Notary Public Commission Expires MONTGOMERY COUNTY, MD.

Notary Public

My Commission expires: March 18, 2018

ATTORNEY CERTIFICATION

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

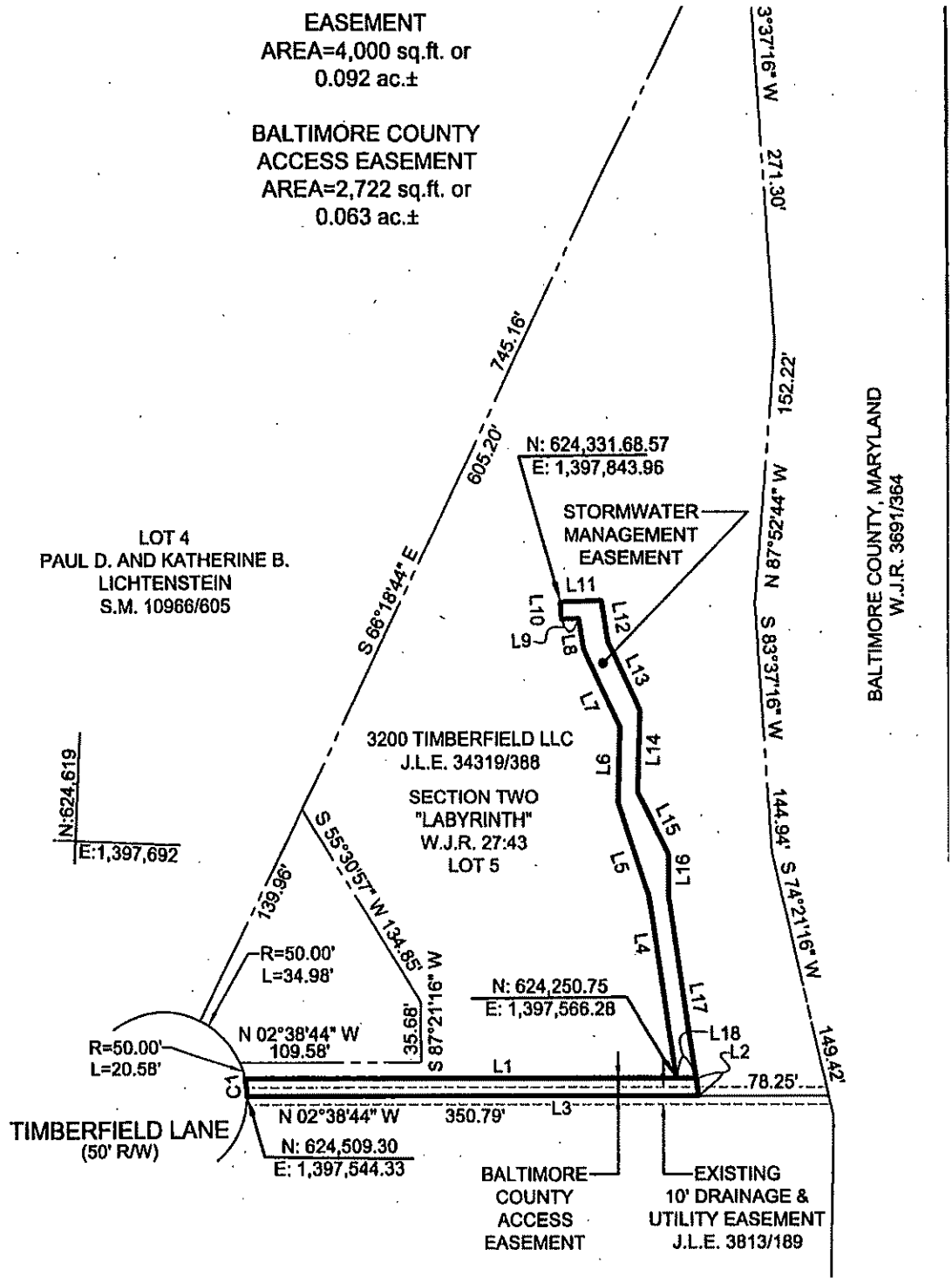
Robert D. Porter

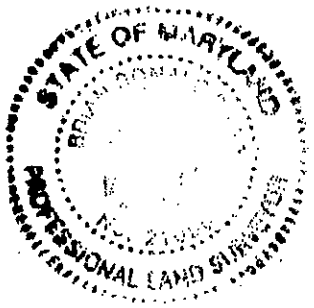
L3	N 2° 38' 44" W	272.54'
L4	N 79° 01' 29" E	110.57'
L5	N 68° 59' 30" E	57.57'
L6	N 89° 24' 35" E	44.21'
L7	N 61° 54' 35" E	49.90'
L8	N 78° 24' 55" E	18.46'
L9	N 4° 44' 36" W	10.79'
L10	N 85° 15' 24" E	10.00'
L11	S 4° 44' 36" E	24.70'
L12	S 78° 24' 55" W	24.55'
L13	S 61° 54' 35" W	44.19'
L14	S 89° 24' 35" W	47.36'
L15	S 60° 49' 20" W	40.31'
L16	S 87° 25' 12" W	24.78'
L17	S 79° 01' 29" W	110.86'
L18	N 2° 38' 44" W	11.79'

CURVE TABLE		
C1	R=50.00'	L=10.07'
	T=5.05'	D=11°32'22"
	CHD=N81°36'47"E 10.05'	

EASEMENT
AREA=4,000 sq.ft. or
0.092 ac.±

BALTIMORE COUNTY
ACCESS EASEMENT
AREA=2,722 sq.ft. or
0.063 ac.±





THIS PLAT PREPARED BY:

COLBERT MATZ ROSENFELT, INC.
ENGINEERS • SURVEYORS • PLANNERS
2835 SMITH AVENUE, SUITE G
BALTIMORE, MARYLAND 21209
PHONE: (410)653-3838

FILE: 2013188 Stormwater Management Easement

TAX MAP: 078 GRID: 05 PARCEL: 144

BALTIMORE COUNTY		REAL ESTATE COMPLIANCE
DISTRICT NO. 3 C-2	POSITION SHEET NO. 0 31 NW 16	FEDERAL PROJECT NO. N/A
	CONSTRUCTION PLAN NO. N/A	MARYLAND PROJECT NO. N/A

APPROVED ..... DIRECTOR OF PUBLIC WORKS

AREA TO BE ACQUIRED | EXISTING COUNTY R/W | REVERTIBLE SLOPE | AREA TO BE RELEASED

Brian Dent ..... SURVEYOR

ATTORNEY TITLE CERTIFICATION
(with use of an Attorney Deed Preparation Certification)

SUBDIVISION/PROJECT NAME: 3200 Timberfield Lane

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: September 24, 2014

FOR PROJECT KNOWN AS: 3200 Timberfield Lane

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

2. The undersigned maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under Policy No: 5 LA2PL 00005-15-00, issued by First Indemnity Insurance, insurer, with limits of liability of $1,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instrument Deed of Declaration and Easement (the "Instrument") was prepared by Robert D. Porter, Esquire who has certified that the Instrument conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual.

4. The undersigned has caused a diligent examination of the Land Records of Baltimore County, Maryland, to be made to ascertain the status of record title to the real property (the "Property") described in, and to be encumbered or conveyed by, the Instrument. Based solely upon examination of such records as on file through the date of this certification (the "Examination Date"), by the undersigned, the undersigned certifies, represents and opines to Baltimore County, Maryland, that:

a. Fee simple title of record is vested in 3200 Timberfield, LLC by virtue of a deed from Charles D. Miron as Trustee, and Amy G. Miron as Trustee, dated September 24, 2013 and recorded among the Land Records of Baltimore County, Maryland in Liber 34319 Folio 388.

b. The Instrument is in appropriate form for the conveyance of, or creation of encumbrance on, the Property.

c. Following the due execution and acknowledgment of the Instrument by the parties named therein, the signatory(ies) thereon having the authority to so bind the grantor entity(ies) referenced therein (if applicable), and its delivery to and acceptance by the County, and its recordation among the Land Records, the Instrument will be effective in accordance with its terms to create or convey the interest in the Property which the Instrument purports to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.

d. I have no personal knowledge of conflicting interests (including, but not limited to, rights or claims of parties in possession, adverse claims, and/or equitable interests not shown by the public records) that would interfere with or jeopardize Baltimore County's use of the herein granted easement or fee simple area for the purposes set forth in this Instrument.

5. This Certification is made and delivered subject to the express understandings and agreements:

a. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instrument from the parties named therein as granting or joining in the same.

b. This Certification of title is rendered to Baltimore County, Maryland, for its benefit, with the understanding that Baltimore County, Maryland, will rely upon the truth, accuracy and completeness of the certifications, representations and opinions herein set forth.

c. This Certification of title may be relied upon by Baltimore County, Maryland, authorities. It may not be relied upon by any other person or entity without the prior written consent of the undersigned.

d. The undersigned assumes no liability for any lien, encumbrance, and/or defect in title to or ownership of the Property, of whatever nature or character, arising subsequent to the Examination Date of which the undersigned had no personal knowledge. The undersigned assumes no responsibility for any lien, encumbrance, title defect or any other matter affecting title to the Property of which the undersigned had no personal knowledge and not appearing of record among the Land Records of Baltimore County, Maryland, as of the Examination Date.

Date: February 9, 2016

LAWRENCE S. LONDON, ESQ.

_____(SEAL)

Address: 106 Old Court Road, Suite 104, Baltimore, MD 21208; 410-486-5456
e-mail: lawrenceslondon@aol.com

ATTORNEY DEED PREPARATION CERTIFICATION
(with use of an Attorney Title Certification)

SUBDIVISION/PROJECT NAME: 3200 TIMBERFIELD LANE

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: SEPTEMBER 24, 2014

FOR PROJECT KNOWN AS: 3200 TIMBERFIELD LANE

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

2. The undersigned, maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under policy no: 41024-1, issued by Minnesota Lawyers Mutual insurer, with limits of liability of $2,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instruments, Deed of Easement and Agreement, Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions, Forest Buffer and Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions and Deed of Declaration and Easement (the "Instruments"), were prepared by me or under my supervision, and conform in all material respects to the prescribed form for such Instruments as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual, May, 2007 edition.

4. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instruments from the parties named therein as granting or joining in the same.

5. Following the due execution and acknowledgment of the Instruments by the parties named therein, the signatories thereon having the authority to so bind the grantor entity referenced therein (if applicable), and their delivery to and acceptance by the County, and their recordation among the Land Records, the Instruments will be effective in accordance with their terms to create or convey the interest in the Property which the Instruments purport to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.

PORTER LAW LLC

By:

Robert D. Porter, Member

Date February 9, 2016

Address: P.O. Box 367
Phoenix, Maryland 21131
Phone No.: (443) 465-9252

Colbert Matz Rosenfelt, Inc.

Civil Engineers • Surveyors • Planners

ENGINEER CERTIFICATION

SUBDIVISION/PROJECT NAME: 3200 Timberfield Lane

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: September 24, 2014

FOR PROJECT KNOW AS: 3200 Timberfield Lane

I HEREBY declare, affirm, and certify under penalties of perjury that the following listed right-of-way plat(s) comply in all material respects with the above-referenced Minor Subdivision Plan, that the construction plans relative to said Minor Subdivision Plan agree with the said listed right-of-way plat(s), and that said right-of-way plat(s) were prepared in compliance with Baltimore County, Department of Permits and Development Management, Bureau of Land Acquisition, Drafting Section, Design Manual, dated September, 1996.

I FURTHER agree to indemnify, protect, and hold harmless Baltimore County, Maryland, its agents, employees, successors, and/or assigns form and against any and all costs, liability, penalties, fines, forfeitures, reasonable attorney's fees, judgments, and related litigation costs arising from any negligent errors and omissions contained in this certification, it being fully understood and acknowledged that Baltimore County intends to rely fully upon said certification. It is intended that Baltimore County, its successors and/or assigns, shall be a third party beneficiary of any agreement, whether oral or written, between my client 3200 Timberfield LLC _____ and myself for the preparation of this Certification.

2835 Smith Avenue, Suite G Baltimore, Maryland 21209

Record Plats	Right-of-Way Plats
Liber_____ folio_____	RW 16-019-01
Liber_____ folio_____	RW 16-019-02
Liber_____ folio_____	RW 16-019-03
Liber_____ folio_____	RW _____
Liber_____ folio_____	RW _____

_____ (SEAL)

Date: Feb 8, 2016

Name: Richard E. Matz

Firm: Colbert Matz Rosenfelt, Inc.

Address: 2835 Smith Ave., Suite G

Baltimore, MD 21209

Telephone No: 410-653-3838

Professional Liability Insurance:

Company: RLI Insurance Company

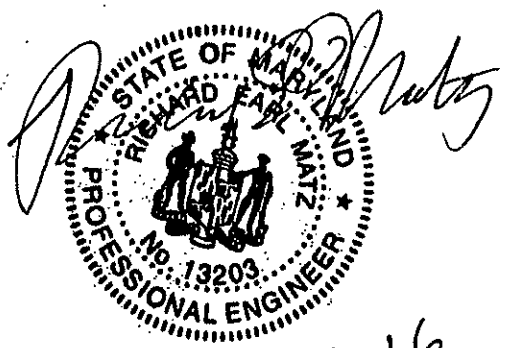
Policy No: RDP 0014268

Policy Limits: 1,000,000/1,000,000

Professional Certification: I hereby that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

License No: 13203

Expiration Date: November 2, 2016



Feb 8, 2016.

Check Box	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Length Sale [9]
3 Tax Exemptions (if applicable) Cite or Explain Authority	**Recordation**	TO GOVERNMENT, SECTION 12-108(a)		
	State Transfer	TO GOVERNMENT, SECTION 13-207(a)(1)		
	County Transfer	TO GOVERNMENT, SECTION 11-3-202(a)(4)		

Space Reserved for

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	$ 0.00	Transfer Tax Consideration	$
Any New Mortgage	$ 0.00	X ( ) % =	$ Exempt
Balance of Existing Mortgage	$	Less Exemption Amount -	$
Other:	$	Total Transfer Tax =	$
Other:	$	Recordation Tax Consideration	$
		X ( ) per $500 =	$ Exempt
Full Cash Value:	$	TOTAL DUE	$

5 Fees

Decl.

Amount of Fees	Doc. 1	Doc. 2	
Recording Charge	$	$	Agent:
Surcharge	$	$	Tax Bill:
State Recordation Tax	$	$	
State Transfer Tax	$	$	C.B. Credit:
County Transfer Tax	$	$	
Other	$	$	Ag. Tax/Other:
Other	$	$ 6	

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
03	03-08-068640 Easement Declaration	34319/388	0078	0144	(5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
LABRYNTH					

Location/Address of Property Being Conveyed (2)

Other Property Identifiers (if applicable) | Water Meter Account No.

3200 Timberfield Lane

Residential ☐ or Non-Residential ☑ | Fee Simple ☐ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☑ No | Description/Amt. of SqFt/Acreage Transferred: STORMWATER MANAGEMENT ESMT AREA

CONTAINING 0.092 ACRE (4,000 SQ. FT.), MORE OR LESS ON RW DRAWING NO.

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
3200 TIMBERFIELD, LLC	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
BALTIMORE COUNTY, MARYLAND	

New Owner's (Grantee) Mailing Address

OLD COURTHOUSE, TOWSON, MD 21204

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: REAL ESTATE COMPLIANCE

Firm BALTIMORE COUNTY, MARYLAND

Address: COUNTY OFFICE BUILDING, 111 W. CHESAPEAKE AVE., ROOM 112

TOWSON, MD 21204 Phone: (410) 887-3284

☐ Return to Contact Person

☑ Hold for Pickup

☐ Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

☐ Yes ☑ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☑ No Does transfer include personal property? If yes, identify:

☐ Yes ☑ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification | Agricultural Verification | Whole | Part | Tran. Process Verification

Transfer Number | Date Received: | Deed Reference: | Assigned Property No.:

Year	20	20	Geo.	Map	Sub	Block

LR - Government 0.
Instrument
Agency Name: BALTIMC
COUNTY MD
Instrument List:
Declaration
Describe Other:
Reference/Control #:
Total: 0.
04/12/2016 03:42
CC03-
#5930227 CC03B1 -
Baltimore
County/CC03.01.05 -
Register 05

RW 2016-019-03
J.O. 5-1-7500
Item 1 (FBCE)
Election District 3, C 2

FOREST BUFFER AND FOREST CONSERVATION DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 29th day of January, 2016, by 3200 TIMBERFIELD, LLC, a Maryland limited liability company (the "Declarant"); and BALTIMORE COUNTY, MARYLAND, A BODY CORPORATE AND POLITIC (the "County").

WHEREAS, the Declarant is the owner in fee simple of all that property, situate and lying in the Third (3rd) Election District of Baltimore County, Maryland, and more particularly described in a Deed dated September 24, 2013, and recorded in the Land Records of Baltimore County in Liber 34319, folio 388, from Charles D. Miron, Trustee and Amy G. Miron, Trustee to 3200 Timberfield, LLC, the Declarant herein (the "Property"); and

WHEREAS, in order to protect the environmental quality of the area of the Property, said area containing 1.193 acres (51,950 sq. ft.), more or less, as designated and shown as "Forest Buffer and Forest Conservation Easement", as designated and shown on Baltimore County Real Estate Compliance Drawing No. RW 16-019-03, which is attached hereto and made a part hereof, the Declarant desires to protect said Forest Buffer and Forest Conservation Easement by imposing covenants, conditions and restrictions which will bind the lots and the present and future owners thereof. The County shall have the legal right to enforce the covenants, conditions and restrictions as set forth herein together with the enforcement rights referenced in Section 4.

NOW, THEREFORE, in consideration of the benefits derived by the Declarant and its successors in interest, the said Declarant, for itself, its successors and/or assigns, does hereby agree as follows:

1. a. Existing vegetation within the Forest Buffer and Forest Conservation Easement shall not be disturbed, except as provided pursuant to Baltimore County Code, as amended (hereafter referred to as the "Code"), § 33-3-112;

b. Soil disturbance shall not take place within the Forest Buffer and Forest Conservation Easement by grading, stripping of topsoil, plowing, cultivating, or other practices;

c. Filling or dumping shall not occur within the Forest Buffer and Forest Conservation Easement;

d. Except as permitted by the Baltimore County Environmental Protection and Sustainability ("EPS"), the Forest Buffer and Forest Conservation Easement shall not be drained by ditching, underdrains, or other drainage systems;

e. Pesticides shall not be stored, used or applied within the Forest Buffer and Forest Conservation Easement, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;

f. Animals shall not be housed, grazed, or otherwise maintained within the Forest Buffer and Forest Conservation Easement;

g. Motorized vehicles shall not be stored or operated within the Forest Buffer and Forest Conservation Easement, except for maintenance and emergency use approved by EPS;

h. Materials shall not be stored within the Forest Buffer and Forest Conservation Easement.

2. Waiver by EPS. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by the Baltimore County Environmental Protection and Sustainability as provided in § 33-3-106 of the Code.

3. Easements for Access. Declarant hereby grants to Baltimore County, Maryland, easements of access to the Forest Buffer and Forest Conservation Easements on, over, and across Timberfield Lane and as shown and indicated as "Baltimore County Access Easement" on Baltimore County Real Estate Compliance Drawing No. RW 16-019-03, which is attached hereto and made a part hereof, for the limited purposes of inspecting and maintaining the Forest Buffer and Forest Conservation Easement and providing for the abatement and correction of water pollution, erosion, and sedimentation of stream channels, wetlands, and flood plains, and for no other use or purpose.

4. Miscellaneous.

a. Enforcement shall be pursuant to the Enforcement Procedures of §§ 33-3-115 et seq. of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

b. Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or

subsequent thereto.

c. These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarant, its successors and assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST:

DECLARANT:

3200 TIMBERFIELD, LLC

By: _____ (SEAL)
Jonathan Ehrenfeld, Member

STATE OF MARYLAND, CITY/~~COUNTY~~ OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of January, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Jonathan Ehrenfeld, and that he, as a Member of 3200 Timberfield, LLC, being authorized so to do, executed the foregoing Forest Buffer and Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions for the purposes therein contained, by signing the name of 3200 Timberfield, LLC by himself in such capacity, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission expires: March 28, 2018

ROBERT D. PORTER
Notary Public
Baltimore County
Maryland
My Commission Expires Mar 28, 2018

ATTORNEY CERTIFICATION

This is to certify that the within Forest Buffer and Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions (the "Instrument") was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

This is to certify further that the Instrument was prepared by me or under my supervision and conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual, May, 2007 edition, as amended.

Robert D. Porter

APPROVED:

Deputy
Environmental Protection and Sustainability

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

3/8/16
OFFICE OF THE COUNTY ATTORNEY
*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED AND ACCEPTED this 24th
day of March, 2016

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND

By:
Fred Homan,
County Administrative Officer

INDEXED
11/23/11

JOINDER BY LENDER

See Indemnity Purchase Money Construction Deed of Trust (the "Deed of Trust"), dated September 24, 2013, from 3200 Timberfield, LLC (for the benefit of Revere Bank), and recorded among the Land Records of Baltimore County, Maryland in Liber 34319, folio 395. The undersigned Lender joins herein to assent to the terms and provisions of the foregoing instrument and assents to waive and subordinate the lien of said Deed of Trust to the legal operation and effect of the interest being acquired by Baltimore County under the foregoing instrument.

WITNESS/ATTEST:

Christa A Donlon

LENDER:

REVERE BANK

By: _____ (Seal)
Name: Michael A. Schonfeld
Title: Senior Vice President

STATE OF MARYLAND, ~~CITY~~/COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY, that on this 1st day of February, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Michael A. Schonfeld, and that s/he as the Senior Vice President of Revere Bank, being authorized so to do, executed the foregoing Joinder by Lender for the purposes therein contained by signing the name of Revere Bank by himself/herself in such capacity, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

CHRISTINA O. DONLON NOTARY PUBLIC MONTGOMERY COUNTY, MD My Commission Expires

Christa A Donlon
Notary Public

My Commission expires: March 18, 2018

ATTORNEY CERTIFICATION

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

Robert D. Porter

L4	S 74° 21' 16" W	144.29'
L5	N 2° 38' 44" W	77.83'
L6	N 79° 01' 29" E	115.91'
L7	N 87° 25' 12" E	24.78'
L8	N 60° 49' 20" E	40.31'
L9	N 89° 24' 35" E	47.36'
L10	N 61° 54' 35" E	44.19'
L11	N 78° 24' 55" E	55.84'
L12	S 79° 58' 36" E	95.13'
L13	N 89° 39' 22" E	84.31'
L14	N 64° 51' 45" E	25.69'
L15	S 86° 25' 59" E	42.40'
L16	S 66° 18' 44" E	163.75'
L17	N 4° 44' 36" W	123.72'
L18	S 66° 18' 44" E	310.62'
L19	S 2° 38' 44" E	272.08'
L20	S 79° 01' 29" W	10.11'
L21	N 2° 38' 44" W	272.54'

CURVE TABLE		
C1	R=50.00'	L=10.07'
	T=5.05'	D=11°32'22"
	CHD=N81°36'47"E 10.05'	

EASEMENT
AREA=51,950 sq.ft. or
1.193 ac.±

FOREST CONSERVATION
EASEMENT
AREA=17,737 sq.ft. or
0.407 ac.±

BALTIMORE COUNTY
ACCESS EASEMENT
AREA=2,722 sq.ft. or
0.063 ac.±

N: 624,305.57
E: 1,398,120.22

N: 624,305.57
E: 1,398,120.22

N:624.619
E:1,397,692

N: 624,509.30
E: 1,397,544.33

N: 624,239.79
E: 1,398,270.18

LOT 4
PAUL D. AND KATHERINE B.
LICHTENSTEIN
S.M. 10966/605

FOREST
CONSERVATION
EASEMENT

FOREST BUFFER AND
FOREST CONSERVATION
EASEMENT

3200 TIMBERFIELD LLC
J.L.E. 34319/388

SECTION TWO
"LABYRINTH"
W.J.R. 27:43
LOT 5

LOT 6
RACHEL KALMANOVICH
J.L.E. 34690/448

BALTIMORE
COUNTY
ACCESS
EASEMENT

EXISTING
10' DRAINAGE AND
UTILITY EASEMENT
J.L.E. 3813/189

TIMBERFIELD LANE
(50' R/W)

BALTIMORE COUNTY, MARYLAND
W.J.R. 3691/364

S 33°37'16" W 271.30'
S 83°37'16" W 152.22'
N 44°52'49" W
S 83°37'16" W 144.94'
S 74°21'16" W 149.42'
S 66°18'44" E 310.62'
S 66°18'44" E 163.75'
N 4° 44' 36" W 123.72'
745.16'
130.83'
139.96'
S 55°30'57" W 134.85'
S 87°21'16" W 35.68'
N 02°38'44" W 109.58'
R=50.00' L=34.98'
R=50.00' L=20.58'
N 02°38'44" W 350.79'
110.86'
31.28'
24.56'
5.13'

STATE OF MARYLAND
BRIAN DONALD RADETZ
No. 21080
PROFESSIONAL LAND SURVEYOR

THIS PLAT PREPARED BY:

COLBERT MATZ ROSENFELT, INC.
ENGINEERS * SURVEYORS * PLANNERS
2835 SMITH AVENUE, SUITE G
BALTIMORE, MARYLAND 21209
PHONE: (410)653-3838

FILE: 2013186 Forest Buffer and Forest Conservation Easement

TAX MAP: 078 GRID: 05 PARCEL: 144

1. THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION IN THE FOREST CONSERVATION EASEMENT AND FOREST BUFFER AND FOREST CONSERVATION EASEMENT EXCEPT AS PERMITTED BY THE BALTIMORE COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY.

2. ANY FOREST CONSERVATION EASEMENT AND FOREST BUFFER AND FOREST CONSERVATION EASEMENT SHOWN HEREON IS SUBJECT TO PROTECTIVE COVENANTS WHICH MAY BE FOUND IN THE LAND RECORDS OF BALTIMORE COUNTY AND WHICH RESTRICT DISTURBANCE AND USE OF THESE AREAS.

BALTIMORE COUNTY		REAL ESTATE COMPLIANCE
DISTRICT NO. 3 C-2	POSITION SHEET NO. 0 31 NW 16	FEDERAL PROJECT NO. N/A
	CONSTRUCTION PLAN NO. N/A	MARYLAND PROJECT NO. N/A

APPROVED ..... DIRECTOR OF PUBLIC WORKS

DATE .....

AREA TO BE ACQUIRED
EXISTING COUNTY R/W
REVERTIBLE SLOPE EASEMENT
AREA TO BE RELEASED

..... SURVEYOR

ATTORNEY TITLE CERTIFICATION
(with use of an Attorney Deed Preparation Certification)

SUBDIVISION/PROJECT NAME: 3200 Timberfield Lane

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: September 24, 2014

FOR PROJECT KNOWN AS: 3200 Timberfield Lane

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

2. The undersigned maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under Policy No: 5 LA2PL 00005-15-00, issued by First Indemnity Insurance, insurer, with limits of liability of $1,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instrument Forest Buffer and Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions (the "Instrument") was prepared by Robert D. Porter, Esquire who has certified that the Instrument conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual.

4. The undersigned has caused a diligent examination of the Land Records of Baltimore County, Maryland, to be made to ascertain the status of record title to the real property (the "Property") described in, and to be encumbered or conveyed by, the Instrument. Based solely upon examination of such records as on file through the date of this certification (the "Examination Date"), by the undersigned, the undersigned certifies, represents and opines to Baltimore County, Maryland, that:

a. Fee simple title of record is vested in 3200 Timberfield, LLC by virtue of a deed from Charles D. Miron as Trustee, and Amy G. Miron as Trustee, dated September 24, 2013 and recorded among the Land Records of Baltimore County, Maryland in Liber 34319 Folio 388.

b. The Instrument is in appropriate form for the conveyance of, or creation of encumbrance on, the Property.

c. Following the due execution and acknowledgment of the Instrument by the parties named therein, the signatory(ies) thereon having the authority to so bind the grantor entity(ies) referenced therein (if applicable), and its delivery to and acceptance by the County, and its recordation among the Land Records, the Instrument will be effective in accordance with its terms to create or convey the interest in the Property which the Instrument purports to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.

d. I have no personal knowledge of conflicting interests (including, but not limited to, rights or claims of parties in possession, adverse claims, and/or equitable interests not shown by the public records) that would interfere with or jeopardize Baltimore County's use of the herein granted easement or fee simple area for the purposes set forth in this Instrument.

5. This Certification is made and delivered subject to the express understandings and agreements:

a. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instrument from the parties named therein as granting or joining in the same.

b. This Certification of title is rendered to Baltimore County, Maryland, for its benefit, with the understanding that Baltimore County, Maryland, will rely upon the truth, accuracy and completeness of the certifications, representations and opinions herein set forth.

c. This Certification of title may be relied upon by Baltimore County, Maryland, authorities. It may not be relied upon by any other person or entity without the prior written consent of the undersigned.

d. The undersigned assumes no liability for any lien, encumbrance, and/or defect in title to or ownership of the Property, of whatever nature or character, arising subsequent to the Examination Date of which the undersigned had no personal knowledge. The undersigned assumes no responsibility for any lien, encumbrance, title defect or any other matter affecting title to the Property of which the undersigned had no personal knowledge and not appearing of record among the Land Records of Baltimore County, Maryland, as of the Examination Date.

Date: February 9, 2016

LAWRENCE S. LONDON, ESQ.

_____(SEAL)

Address: 106 Old Court Road, Suite 104, Baltimore, MD 21208; 410-486-5456
e-mail: lawrenceslondon@aol.com

ATTORNEY DEED PREPARATION CERTIFICATION
(with use of an Attorney Title Certification)

SUBDIVISION/PROJECT NAME:	3200 TIMBERFIELD LANE
PUBLIC WORKS AGREEMENT NO:	N/A
MINOR SUBDIVISION NO.:	14-042 M
MINOR SUBDIVISION DATED:	SEPTEMBER 24, 2014
FOR PROJECT KNOWN AS:	3200 TIMBERFIELD LANE

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

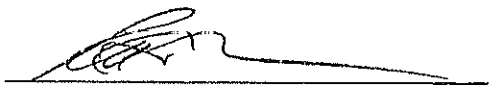
2. The undersigned, maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under policy no: 41024-1, issued by Minnesota Lawyers Mutual insurer, with limits of liability of $2,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instruments, Deed of Easement and Agreement, Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions, Forest Buffer and Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions and Deed of Declaration and Easement (the "Instruments"), were prepared by me or under my supervision, and conform in all material respects to the prescribed form for such Instruments as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual, May, 2007 edition.

4. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instruments from the parties named therein as granting or joining in the same.

5. Following the due execution and acknowledgment of the Instruments by the parties named therein, the signatories thereon having the authority to so bind the grantor entity referenced therein (if applicable), and their delivery to and acceptance by the County, and their recordation among the Land Records, the Instruments will be effective in accordance with their terms to create or convey the interest in the Property which the Instruments purport to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.

PORTER LAW LLC

By: 
Robert D. Porter, Member

Date February 9, 2016

Address: P.O. Box 367
Phoenix, Maryland 21131
Phone No.: (443) 465-9252

ENGINEER CERTIFICATION

SUBDIVISION/PROJECT NAME: 3200 Timberfield Lane

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: September 24, 2014

FOR PROJECT KNOW AS: 3200 Timberfield Lane

I HEREBY declare, affirm, and certify under penalties of perjury that the following listed right-of-way plat(s) comply in all material respects with the above-referenced Minor Subdivision Plan, that the construction plans relative to said Minor Subdivision Plan agree with the said listed right-of-way plat(s), and that said right-of-way plat(s) were prepared in compliance with Baltimore County, Department of Permits and Development Management, Bureau of Land Acquisition, Drafting Section, Design Manual, dated September, 1996.

I FURTHER agree to indemnify, protect, and hold harmless Baltimore County, Maryland, its agents, employees, successors, and/or assigns form and against any and all costs, liability, penalties, fines, forfeitures, reasonable attorney's fees, judgments, and related litigation costs arising from any negligent errors and omissions contained in this certification, it being fully understood and acknowledged that Baltimore County intends to rely fully upon said certification. It is intended that Baltimore County, its successors and/or assigns, shall be a third party beneficiary of any agreement, whether oral or written, between my client 3200 Timberfield LLC _____ and myself for the preparation of this Certification.

2835 Smith Avenue, Suite G Baltimore, Maryland 21209
Telephone: (410) 653-3838 / Facsimile: (410) 653-7953

Record Plats	Right-of-Way Plats
Liber_____ folio_____	RW 16-019-01
Liber_____ folio_____	RW 16-019-02
Liber_____ folio_____	RW 16-019-03
Liber_____ folio_____	RW _____
Liber_____ folio_____	RW _____

_____ (SEAL)

Date: Feb. 8, 2016

Name: Richard E. Matz

Firm: Colbert Matz Rosenfelt, Inc.

Address: 2835 Smith Ave., Suite G

Baltimore, MD 21209

Telephone No: 410-653-3838

Professional Liability Insurance:

Company: RLI Insurance Company

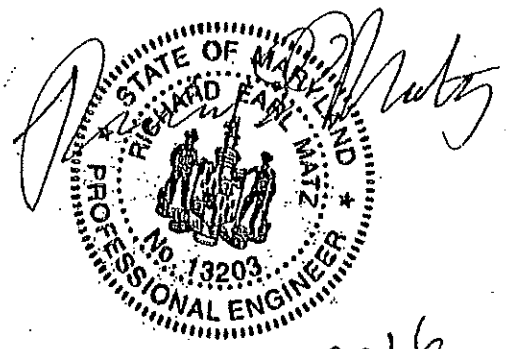
Policy No: RDP 0014268

Policy Limits: 1,000,000/1,000,000

Professional Certification: I hereby that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

License No: 13203

Expiration Date: November 2, 2016



Feb 8, 2016.

Check Box	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Length Sale [9]

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	TO GOVERNMENT, SECTION 12-108(a)
State Transfer	TO GOVERNMENT, SECTION 13-207(a)(1)
County Transfer	TO GOVERNMENT, SECTION 11-3-202(a)(4)

Space Reserved for

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$ 0.00
Any New Mortgage	$ 0.00
Balance of Existing Mortgage	$
Other:	$
Other:	$
Full Cash Value:	$

Finance Office Use Only Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X ( ) % =	$ EXEMPT
Less Exemption Amount –	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X ( ) per $500 =	$ EXEMPT
TOTAL DUE	$

5 Fees

Dec 1.

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$	$
Surcharge	$	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$ 63

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
03	03-08-068640 Easement Declaration	34319/388	0078	0144	(5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
LABRYNTH					

Location/Address of Property Being Conveyed (2)

Other Property Identifiers (if applicable)	Water Meter Account No.
3200 Timberfield Lane	

Residential ☐ or Non-Residential ☑ | Fee Simple ☐ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☑ No | Description/Amt. of SqFt/Acreage Transferred: FOREST BUFFER & CONS ESMT AREA

CONTAINING 1.193 ACRES (51,950 SQ. FT.), MORE OR LESS ON RW DRAWING NO.

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
3200 TIMBERFIELD, LLC	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
BALTIMORE COUNTY, MARYLAND	

New Owner's (Grantee) Mailing Address

OLD COURTHOUSE, TOWSON, MD 21204

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: REAL ESTATE COMPLIANCE

Firm: BALTIMORE COUNTY, MARYLAND

Address: COUNTY OFFICE BUILDING, 111 W. CHESAPEAKE AVE., ROOM 112

TOWSON, MD 21204 Phone: (410) 887-3284

☐ Return to Contact Person

☑ Hold for Pickup

☐ Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

☐ Yes ☑ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☑ No Does transfer include personal property? If yes, identify:

☐ Yes ☑ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification | Agricultural Verification | Whole | Part | Tran. Process Verification

Transfer Number | Date Received: | Deed Reference: | Assigned Property No.:

Year	20	20	Geo.	Map	Sub	Block

LR - Government @
Instrument @
Agency Name: BALTIMO
COUNTY MD
Instrument List:
Declaration
Describe Other:
Reference/Control #:
Total: @
04/12/2016 03:40 CC03
#59301 61 CC03301 -
Baltimore
County/CC03.01.05 -
Register 05

RW2016-019-03
J.O. 5-1-7500
Item 1 (FCE)
Election District 3, C 2

FOREST CONSERVATION DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 29th day of January, 2016, by 3200 TIMBERFIELD, LLC, a Maryland limited liability company (the "Declarant"); and BALTIMORE COUNTY, MARYLAND, A BODY CORPORATE AND POLITIC (the "County").

WHEREAS, the Declarant is the owner in fee simple of all that property, situate and lying in the Third (3rd) Election District of Baltimore County, Maryland, and more particularly described in a Deed dated September 24, 2013, and recorded in the Land Records of Baltimore County in Liber 34319, folio 388, from Charles D. Miron, Trustee and Amy G. Miron, Trustee, to the Declarant herein (the "Property"); and

WHEREAS, Code of Maryland Regulations, as amended (hereafter referred to as "COMAR") Section 08.19.05.02 requires the establishment of long-term protective measures for all land retained as forest, afforested, or reforested areas defined in Md. Code Ann. Nat. Res.§ 5-1601.

WHEREAS, the Baltimore County Environmental Protection and Sustainability ("EPS") has primary responsibility for developing and implementing a local forest conservation program within Baltimore County pursuant to Md. Code Ann. Nat. Res.§ 5-1603; and

WHEREAS, in order to protect the environmental quality of the area of the Property, said area containing 0.407 acre (17,737 sq. ft.), more or less, as designated and shown as "Forest Conservation Easement" (the "Forest Conservation Easement") on Baltimore County Real Estate Compliance Drawing No. RW 16-019-03, which is attached hereto and made a part hereof, the Declarant desires to protect said Forest Conservation Easement by imposing covenants, conditions and restrictions which will bind the lots and the present and future owners thereof. The County shall have the legal right to enforce the covenants, conditions and restrictions as set forth herein together with the enforcement rights referenced in Section 4.

NOW, THEREFORE, in consideration of the benefits derived by the Declarant and its successors in interest, the said Declarant, for itself, its successors and/or assigns, does hereby agree as follows:

1. Except as provided for in an approved Forest Conservation Plan pursuant to § 33-6-110 of the Baltimore County Code, as amended (hereafter referred to as "the Code"):

a. Existing vegetation within the Forest Conservation Easement shall not be disturbed. This includes, but is not limited to, disturbance by tree removal, shrub removal, clearing, mowing, burning, spraying, and grazing;

b. Soil disturbance shall not take place within the Forest Conservation Easement by grading, stripping of topsoil, plowing, cultivating, or other practices;

c. Filling or dumping shall not occur within the Forest Conservation Easement;

d. Animals shall not be housed, grazed, or otherwise maintained within the Forest Conservation Easement;

e. Pesticides shall not be stored, used, or applied within the Forest Conservation Easement, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;

f. Motorized vehicles shall not be stored or operated within the Forest Conservation Easement, except for planting, maintenance, and emergency use approved by EPS;

g. Materials shall not be stored within the Forest Conservation Easement;

h. Logging and timber harvesting operations shall not occur within the Forest Conservation Easement except in accordance with a Forest Management Plat that has been approved by EPS as part of the Forest Conservation Plan.

2. Waiver by EPS. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by EPS as provided in Code § 33-6-116.

3. Easements for Access. The Declarant hereby grants to Baltimore County, Maryland, easements of access to the Forest Conservation Easement on, over, and across Timberfield Lane and as shown and indicated as "Baltimore County Access Easement" on Baltimore County Real Estate Compliance Drawing No. 16-019-03, which is attached hereto and made a part hereof, for the limited purposes of inspecting and maintaining the Forest Conservation Easement and to ensure compliance with the Forest Conservation Plan and Title 6 of Article 33 of the Code, and for no other use or purpose.

4. Miscellaneous.

a. Enforcement shall be pursuant to the Enforcement Procedures of §§ 33-6-118 et seq. of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

b. Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or subsequent thereto.

c. These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarant, its successors and/or assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESS:

DECLARANT:

3200 TIMBERFIELD, LLC

By: _____ (SEAL)
Jonathan Ehrenfeld, Member

STATE OF MARYLAND, CITY/~~COUNTY~~ OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of January, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Jonathan Ehrenfeld, who acknowledged himself to be a Member of the Declarant named herein and that he, in such capacity, being authorized so to do, acknowledged the foregoing Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions to be the act and deed of 3200 Timberfield, LLC, the Declarant named herein, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission expires: March 28, 2018

ROBERT D. PORTER
Notary Public
Baltimore County
Maryland
My Commission Expires Mar 28, 2018

ATTORNEY CERTIFICATION

This is to certify that the within Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions (the "Instrument") was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

This is to certify further that the Instrument was prepared by me or under my supervision and conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual, May, 2007 edition.

_____
Robert D. Porter

APPROVED:

DEPUTY
Environmental Protection and Sustainability

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

3/8/16
OFFICE OF THE COUNTY ATTORNEY
*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

APPROVED AND ACCEPTED this 24th
Day of March, 2016.

ATTEST/WITNESS

BALTIMORE COUNTY, MARYLAND:

BY:
Name: Fred Homan
County Administrative Officer

INDEXED
DATE: 4-6-2016

JOINDER BY LENDER

See Indemnity Purchase Money Construction Deed of Trust (the "Deed of Trust"), dated September 24, 2013, from 3200 Timberfield, LLC (for the benefit of Revere Bank), and recorded among the Land Records of Baltimore County, Maryland in Liber 34319, folio 395. The undersigned Lender joins herein to assent to the terms and provisions of the foregoing instrument and assents to waive and subordinate the lien of said Deed of Trust to the legal operation and effect of the interest being acquired by Baltimore County under the foregoing instrument.

WITNESS/ATTEST:

Christina O Parker

LENDER:

REVERE BANK

By: _____ (Seal)
Name: Michael A. Schonfeld
Title: Senior Vice President

STATE OF MARYLAND, ~~CITY~~/COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY, that on this 1st day of February, in the year 2016, before me, the subscriber, a Notary Public, personally appeared Michael A. Schonfeld, and that s/he as the Senior Vice President of Revere Bank, being authorized so to do, executed the foregoing Joinder by Lender for the purposes therein contained by signing the name of Revere Bank by himself/herself in such capacity, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.

CHRISTINA O. DONKOR NOTARY PUBLIC Commission Expires MONTGOMERY COUNTY, MD.

Christina O Parker
Notary Public

My Commission expires: March 18, 2018

ATTORNEY CERTIFICATION

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

Robert D. Porter

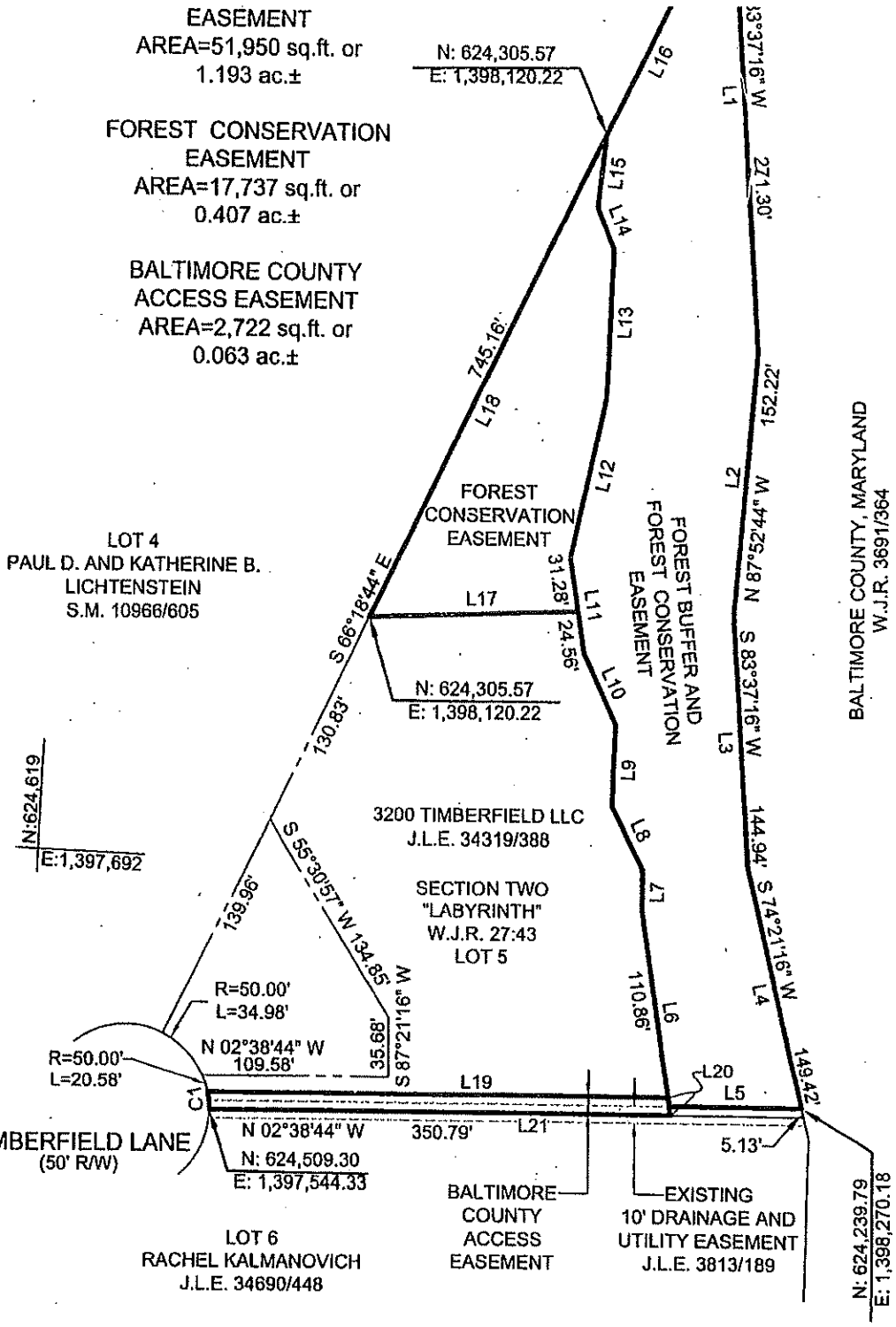
L3	S 83° 37' 16" W	144.94'
L4	S 74° 21' 16" W	144.29'
L5	N 2° 38' 44" W	77.83'
L6	N 79° 01' 29" E	115.91'
L7	N 87° 25' 12" E	24.78'
L8	N 60° 49' 20" E	40.31'
L9	N 89° 24' 35" E	47.36'
L10	N 61° 54' 35" E	44.19'
L11	N 78° 24' 55" E	55.84'
L12	S 79° 58' 36" E	95.13'
L13	N 89° 39' 22" E	84.31'
L14	N 64° 51' 45" E	25.69'
L15	S 86° 25' 59" E	42.40'
L16	S 66° 18' 44" E	163.75'
L17	N 4° 44' 36" W	123.72'
L18	S 66° 18' 44" E	310.62'
L19	S 2° 38' 44" E	272.08'
L20	S 79° 01' 29" W	10.11'
L21	N 2° 38' 44" W	272.54'

CURVE TABLE		
C1	R=50.00'	L=10.07'
	T=5.05'	D=11°32'22"
	CHD=N81°36'47"E 10.05'	

EASEMENT
AREA=51,950 sq.ft. or
1.193 ac.±

FOREST CONSERVATION
EASEMENT
AREA=17,737 sq.ft. or
0.407 ac.±

BALTIMORE COUNTY
ACCESS EASEMENT
AREA=2,722 sq.ft. or
0.063 ac.±



STATE OF MARYLAND
BRIAN DONALD FRETZ
No. 21080
PROFESSIONAL LAND SURVEYOR

THIS PLAT PREPARED BY:

COLBERT MATZ ROSENFELT, INC.
ENGINEERS * SURVEYORS * PLANNERS
2835 SMITH AVENUE, SUITE G
BALTIMORE, MARYLAND 21209
PHONE: (410)653-3838

FILE: 2013166 Forest Buffer and Forest Conservation Easement

TAX MAP: 078 GRID: 05 PARCEL: 144

1. THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION IN THE FOREST CONSERVATION EASEMENT AND FOREST BUFFER AND FOREST CONSERVATION EASEMENT EXCEPT AS PERMITTED BY THE BALTIMORE COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY.

2. ANY FOREST CONSERVATION EASEMENT AND FOREST BUFFER AND FOREST CONSERVATION EASEMENT SHOWN HEREON IS SUBJECT TO PROTECTIVE COVENANTS WHICH MAY BE FOUND IN THE LAND RECORDS OF BALTIMORE COUNTY AND WHICH RESTRICT DISTURBANCE AND USE OF THESE AREAS.

BALTIMORE COUNTY — REAL ESTATE COMPLIANCE

DISTRICT NO. 3 C-2 | POSITION SHEET NO. 0 31 NW 16 | FEDERAL PROJECT NO. N/A

CONSTRUCTION PLAN NO. N/A | MARYLAND PROJECT NO. N/A

APPROVED ..... DIRECTOR OF PUBLIC WORKS

AREA TO BE ACQUIRED | EXISTING COUNTY R/W | REVERTIBLE SLOPE | AREA TO BE RELEASED

Brian Fretz

ATTORNEY TITLE CERTIFICATION
(with use of an Attorney Deed Preparation Certification)

SUBDIVISION/PROJECT NAME: 3200 Timberfield Lane

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: September 24, 2014

FOR PROJECT KNOWN AS: 3200 Timberfield Lane

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

2. The undersigned maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under Policy No: 5 LA2PL 00005-15-00, issued by First Indemnity Insurance, insurer, with limits of liability of $1,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instrument Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions (the "Instrument") was prepared by Robert D. Porter, Esquire who has certified that the Instrument conforms in all material respects to the prescribed form for such Instrument as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual.

4. The undersigned has caused a diligent examination of the Land Records of Baltimore County, Maryland, to be made to ascertain the status of record title to the real property (the "Property") described in, and to be encumbered or conveyed by, the Instrument. Based solely upon examination of such records as on file through the date of this certification (the "Examination Date"), by the undersigned, the undersigned certifies, represents and opines to Baltimore County, Maryland, that:

a. Fee simple title of record is vested in 3200 Timberfield, LLC by virtue of a deed from Charles D. Miron as Trustee, and Amy G. Miron as Trustee, dated September 24, 2013 and recorded among the Land Records of Baltimore County, Maryland in Liber 34319 Folio 388.

b. The Instrument is in appropriate form for the conveyance of, or creation of encumbrance on, the Property.

c. Following the due execution and acknowledgment of the Instrument by the parties named therein, the signatory(ies) thereon having the authority to so bind the grantor entity(ies) referenced therein (if applicable), and its delivery to and acceptance by the County, and its recordation among the Land Records, the Instrument will be effective in accordance with its terms to create or convey the interest in the Property which the Instrument purports to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.

d. I have no personal knowledge of conflicting interests (including, but not limited to, rights or claims of parties in possession, adverse claims, and/or equitable interests not shown by the public records) that would interfere with or jeopardize Baltimore County's use of the herein granted easement or fee simple area for the purposes set forth in this Instrument.

5. This Certification is made and delivered subject to the express understandings and agreements:

a. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instrument from the parties named therein as granting or joining in the same.

b. This Certification of title is rendered to Baltimore County, Maryland, for its benefit, with the understanding that Baltimore County, Maryland, will rely upon the truth, accuracy and completeness of the certifications, representations and opinions herein set forth.

c. This Certification of title may be relied upon by Baltimore County, Maryland, authorities. It may not be relied upon by any other person or entity without the prior written consent of the undersigned.

d. The undersigned assumes no liability for any lien, encumbrance, and/or defect in title to or ownership of the Property, of whatever nature or character, arising subsequent to the Examination Date of which the undersigned had no personal knowledge. The undersigned assumes no responsibility for any lien, encumbrance, title defect or any other matter affecting title to the Property of which the undersigned had no personal knowledge and not appearing of record among the Land Records of Baltimore County, Maryland, as of the Examination Date.

Date: February 9, 2016

LAWRENCE S. LONDON, ESQ.

_____(SEAL)

Address: 106 Old Court Road, Suite 104, Baltimore, MD 21208; 410-486-5456
e-mail: lawrenceslondon@aol.com

ATTORNEY DEED PREPARATION CERTIFICATION
(with use of an Attorney Title Certification)

SUBDIVISION/PROJECT NAME: 3200 TIMBERFIELD LANE

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: SEPTEMBER 24, 2014

FOR PROJECT KNOWN AS: 3200 TIMBERFIELD LANE

THE UNDERSIGNED HEREBY CERTIFIES, REPRESENTS AND OPINES TO BALTIMORE COUNTY, MARYLAND, that:

1. The undersigned is an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder.

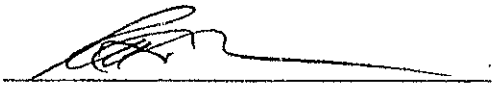
2. The undersigned, maintains, or has maintained for the benefit of the undersigned, professional liability insurance coverage under policy no: 41024-1, issued by Minnesota Lawyers Mutual insurer, with limits of liability of $2,000,000.00. Such policy is in force and effect as of the date of this Certification, benefiting the County in case of loss, injury or damage arising from any errors or omissions related to the issuance of this Certificate by the undersigned and the County's reliance thereon.

3. The attached instruments, Deed of Easement and Agreement, Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions, Forest Buffer and Forest Conservation Declaration of Protective Covenants, Conditions and Restrictions and Deed of Declaration and Easement (the "Instruments"), were prepared by me or under my supervision, and conform in all material respects to the prescribed form for such Instruments as set forth in The Baltimore County, Maryland, Department of Permits, Approvals and Inspections, Real Estate Compliance Right of Way Documents Manual, May, 2007 edition.

4. The execution and delivery of this Certification by the undersigned was an express condition precedent to the agreement of Baltimore County, Maryland, to accept the Instruments from the parties named therein as granting or joining in the same.

5. Following the due execution and acknowledgment of the Instruments by the parties named therein, the signatories thereon having the authority to so bind the grantor entity referenced therein (if applicable), and their delivery to and acceptance by the County, and their recordation among the Land Records, the Instruments will be effective in accordance with their terms to create or convey the interest in the Property which the Instruments purport to create or convey, without the requirement or joinder of any other party having an interest of record in the Property (including, but not limited to, beneficiaries of easements, rights of way, security instruments, and/or agreements) as of the Examination Date.

PORTER LAW LLC

By: 

Robert D. Porter, Member

Date February 9, 2016

Address: P.O. Box 367
Phoenix, Maryland 21131
Phone No.: (443) 465-9252

Colbert Matz Rosenfelt, Inc.

Civil Engineers • Surveyors • Planners

ENGINEER CERTIFICATION

SUBDIVISION/PROJECT NAME: 3200 Timberfield Lane

PUBLIC WORKS AGREEMENT NO: N/A

MINOR SUBDIVISION NO.: 14-042 M

MINOR SUBDIVISION DATED: September 24, 2014

FOR PROJECT KNOW AS: 3200 Timberfield Lane

I HEREBY declare, affirm, and certify under penalties of perjury that the following listed right-of-way plat(s) comply in all material respects with the above-referenced Minor Subdivision Plan, that the construction plans relative to said Minor Subdivision Plan agree with the said listed right-of-way plat(s), and that said right-of-way plat(s) were prepared in compliance with Baltimore County, Department of Permits and Development Management, Bureau of Land Acquisition, Drafting Section, Design Manual, dated September, 1996.

I FURTHER agree to indemnify, protect, and hold harmless Baltimore County, Maryland, its agents, employees, successors, and/or assigns form and against any and all costs, liability, penalties, fines, forfeitures, reasonable attorney's fees, judgments, and related litigation costs arising from any negligent errors and omissions contained in this certification, it being fully understood and acknowledged that Baltimore County intends to rely fully upon said certification. It is intended that Baltimore County, its successors and/or assigns, shall be a third party beneficiary of any agreement, whether oral or written, between my client 3200 Timberfield LLC _____ and myself for the preparation of this Certification.

2835 Smith Avenue, Suite G Baltimore, Maryland 21209

Record Plats	Right-of-Way Plats
Liber_____ folio_____	RW 16-019-01
Liber_____ folio_____	RW 16-019-02
Liber_____ folio_____	RW 16-019-03
Liber_____ folio_____	RW _____
Liber_____ folio_____	RW _____

_____ (SEAL)

Date: Feb 8, 2016

Name: Richard E. Matz

Firm: Colbert Matz Rosenfelt, Inc.

Address: 2835 Smith Ave., Suite G

Baltimore, MD 21209

Telephone No: 410-653-3838

Professional Liability Insurance:

Company: RLI Insurance Company

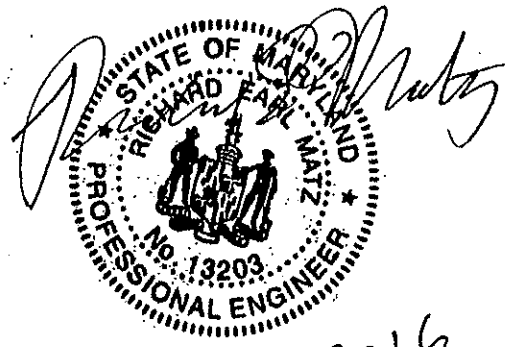
Policy No: RDP 0014268

Policy Limits: 1,000,000/1,000,000

Professional Certification: I hereby that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

License No: 13203

Expiration Date: November 2, 2016



Feb 8, 2016.

Check Box	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Length Sale [9]

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	TO GOVERNMENT, SECTION 12-108(a)
State Transfer	TO GOVERNMENT, SECTION 13-207(a)(1)
County Transfer	TO GOVERNMENT, SECTION 11-3-202(a)(4)

Space Reserved for

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$ 0.00
Any New Mortgage	$ 0.00
Balance of Existing Mortgage	$
Other:	$
Other:	$
Full Cash Value:	$

Finance Office Use Only Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X ( )% =	$ EXEMPT
Less Exemption Amount –	$
Total Transfer Tax =	$
Recordation Tax Consideration	$
X ( ) per $500 =	$ EXEMPT
TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$	$
Surcharge	$	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$ 6

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

Dec 1.

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
03	03-08-068640 Exception	34319/388	0078	0144	(5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
LABRYNTH					

Location/Address of Property Being Conveyed (2)

3200 Timberfield Lane

Other Property Identifiers (if applicable) | Water Meter Account No.

Residential ☐ or Non-Residential ☑ | Fee Simple ☐ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☑ No | Description/Amt. of SqFt/Acreage Transferred: FOREST CON ESMT AREA CONTAINING 0.407 ACRE (17,737 SQ. FT.), MORE OR LESS ON RW DRAWING NO. RW 16-019-03

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
3200 TIMBERFIELD, LLC	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
BALTIMORE COUNTY, MARYLAND	

New Owner's (Grantee) Mailing Address

OLD COURTHOUSE, TOWSON, MD 21204

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: REAL ESTATE COMPLIANCE

Firm: BALTIMORE COUNTY, MARYLAND

Address: COUNTY OFFICE BUILDING, 111 W. CHESAPEAKE AVE., ROOM 112

TOWSON, MD 21204 Phone: (410) 887-3284

☐ Return to Contact Person

☑ Hold for Pickup

☐ Return Address Provided

11 Assessment Information

IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

☐ Yes ☑ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☑ No Does transfer include personal property? If yes, identify:

☐ Yes ☑ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification	Agricultural Verification	Whole	Part	Tran. Process Verification
Transfer Number	Date Received:	Deed Reference:		Assigned Property No.:

Year	20	20	Geo	Map	Sub	Block

DEDICATION TABLE

TYPE OF CONVEYANCE	NO.	TOTAL AREA (AC.)	TOTAL AREA (SQ.FT.)
FOREST BUFFER AND FOREST CONSERVATION EASEMENT	1	11.948 AC.	81,950
FOREST CONSERVATION EASEMENT	1	2.409 AC.	11,124
BALTIMORE COUNTY ACCESS EASEMENT	1	0.092 AC.	3,713
DRAINAGE AND UTILITY EASEMENT	1	0.291 AC.	1,360
STORMWATER MANAGEMENT EASEMENT	1	0.092 AC.	4,000

NOTE: SEE PLAN FOR DEED REFERENCES.

CURVE TABLE						
#	RADIUS	LENGTH	TANGENT	DELTA	CHD	DIST
C1	50.00'	54.76'	31.24'	62°44'53"	N57°43'41" E	51.21'
C2	50.00'	20.89'	10.61'	23°56'35"	N78°39'31" E	20.49'
C3	50.00'	20.89'	10.61'	23°56'35"	N54°43'06" E	20.49'
C4	50.00'	13.41'	6.78'	15°22'18"	N39°29'29" E	16.94'
C5	44.00'	21.82'	11.16'	21°14'41"	S60°28'53" E	21.67'
C6	15.00'	13.33'	9.41'	21°14'41"	N50°28'53" E	18.07'

STANDARD NON-DISTURBANCE NOTE

THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION IN THE FOREST CONSERVATION EASEMENT AND FOREST BUFFER, AND FOREST CONSERVATION EASEMENT EXCEPT AS PERMITTED BY THE BALTIMORE COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SUSTAINABILITY.

PROTECTIVE COVENANTS NOTE

ANY FOREST CONSERVATION EASEMENT AND FOREST BUFFER AND FOREST CONSERVATION EASEMENT SHOWN HEREON IS SUBJECT TO THE PROTECTIVE COVENANTS WHICH MAY BE FOUND AMONG THE LAND RECORDS OF BALTIMORE COUNTY AND WHICH RESTRICT DISTURBANCE AND USE OF THESE AREAS.

FOREST CONSERVATION VARIANCE NOTE

A VARIANCE TO THE FOREST CONSERVATION LAW WAS GRANTED BY BALTIMORE COUNTY EPS ON JANUARY 27, 2015 TO REMOVE FOUR SPECIMEN TREES. CONDITIONS WERE PLACED ON THIS APPROVAL TO MINIMIZE IMPACTS TO THE REMAINING FOREST AND SPECIMEN TREES.

NOTE:

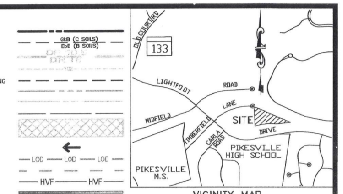
"TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO CRITICAL AREAS, AGRICULTURAL SITES, ENDANGERED SPECIES HABITAT OR HAZARDOUS MATERIALS, UNDERGROUND STORAGE TANKS, WETLANDS, OR EXISTING OLD WELLS ON SITE.

FIRE DEPARTMENT NOTES:

1. A CRUSHER RUN ROAD FOR ACCESS TO THE PROPOSED DWELLING SHALL BE AVAILABLE FOR THE USE BY EMERGENCY FIRE APPARATUS AND CAPABLE OF HANDLING EMERGENCY APPARATUS WEIGHING 70,000LBS WHEN CONSTRUCTION OF ANY BUILDING IS UNDER ROOF, IN ACCORDANCE WITH THE BALTIMORE COUNTY FIRE PREVENTION CODE, COUNTY BILL NO. 65-13 SECTION 1; 16.4.3.1.2.
2. THE ACCESS ROADWAY SHALL NOT BE OBSTRUCTED FOR EMERGENCY APPARATUS IN ANY MANNER, INCLUDING THE PARKING OF VEHICLES. ALSO ANY TREES PLANTED SHALL NOT BE THE TYPE THAT WOULD INTERFERE WITH EMERGENCY APPARATUS ACCESS WHEN THEY MATURE. 2012 NFPA 1 FIRE CODE SECTION 18.2.4.
3. A SEPARATE BUILDING PERMIT IS REQUIRED FOR THE INSTALLATION OF A RESIDENTIAL SPRINKLER SYSTEM FOR EACH INDIVIDUAL DWELLING UNIT.
4. THE RESIDENTIAL SPRINKLER SYSTEM SHALL BE INSPECTED AND APPROVED BY THE BALTIMORE COUNTY MARSHAL'S OFFICE PRIOR TO OCCUPANCY.
5. REFER TO THE PROVISIONS OF THE BALTIMORE COUNTY FIRE PREVENTION CODE, COUNTY BILL NO. 65-13 SECTION 1; 501.2.19, REGARDING THE ADDRESS NUMBERS FOR RESIDENTIAL PROPERTIES BEING A MINIMUM OF 3 INCHES IN SIZE.

LEGEND:

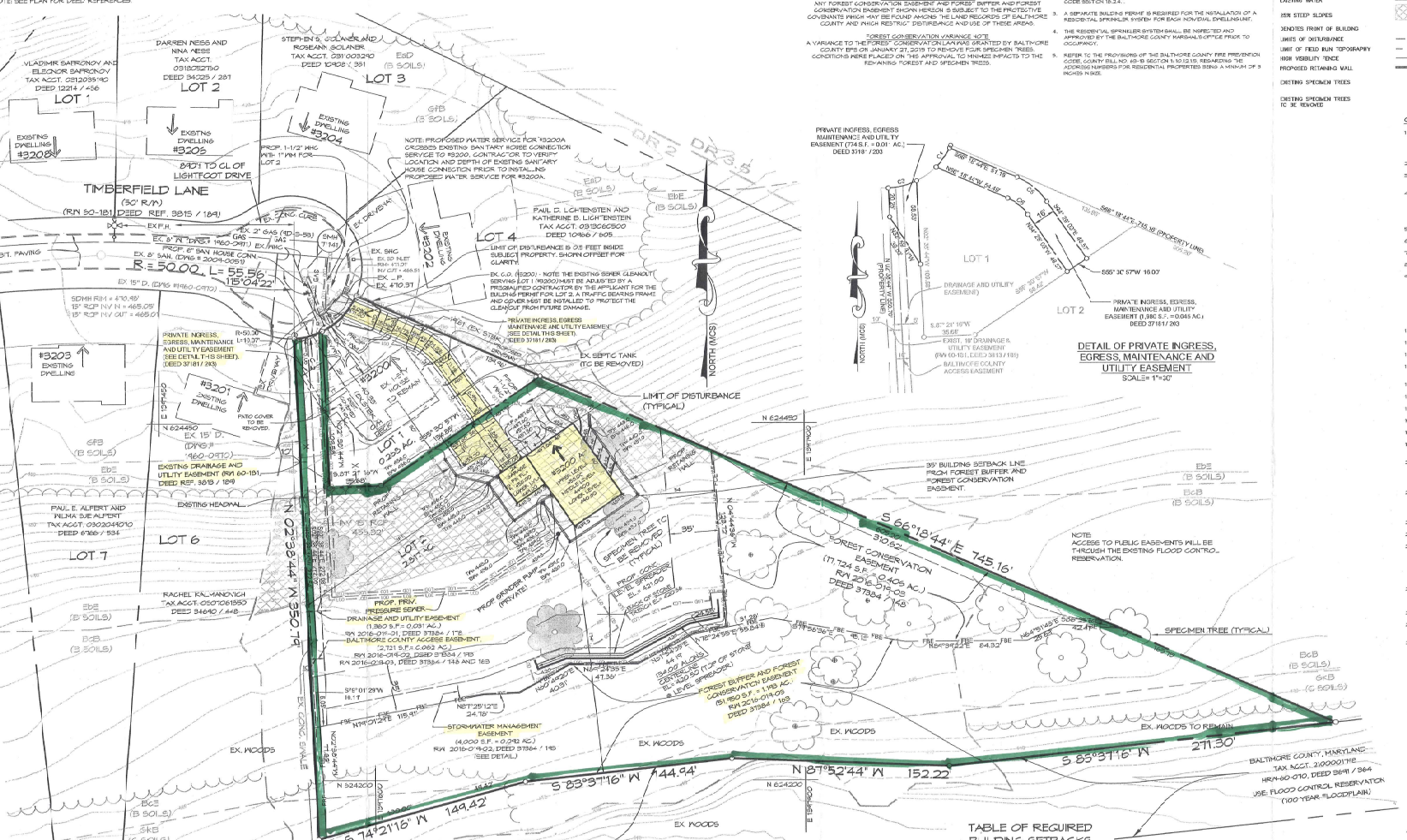
PROPERTY LINE
SOILS BOUNDARY (W/ I.S.D.)
ZONING BOUNDARY
EXISTING CONTOURS
EXISTING CURBLINE / EDGE OF PAVING
EXISTING STORM DRAIN
EXISTING SANITARY
EXISTING WATER
15% STEEP SLOPES
DENOTES FRONT OF BUILDING
LIMITS OF DISTURBANCE
LIMIT OF FIELD RUN TOPOGRAPHY
HIGH VISIBILITY FENCE
PROPOSED RETAINING WALL
EXISTING SPECIMEN TREES
EXISTING SPECIMEN TREES TO BE REMOVED



VICINITY MAP
SCALE: 1" = 1,000'

GENERAL NOTES:

1. SITE AREA: NET: 134,366 S.F. = 3.083 AC.
   GROSS: 134,550 S.F. = 3.134 AC.
   (OROSS AREA INCLUDES 1/2 OF TIMBERFIELD LANE RIGHT OF WAY, 25' TO 30' MAXIMUM)
2. ZONING: DR2 (REFERENCE MAP: 018C1)
3. DENSITY CALCULATION: DENSITY ALLOWED: 3.134 AC x 2 = 6.268 = 6
   DENSITY PROPOSED: 2 DWELLING UNITS
4. OWNER: 3200 TIMBERFIELD LLC
   6615 REISTERSTOWN ROAD, SUITE 302
   BALTIMORE, MD 21215
   443 - 219 - 1902
   CONTACT PERSON: JONATHAN SHERKFELD
5. TAX ACCOUNT NUMBER: 03090648140
6. PLAT REFERENCE: WJR. 27 / 40, LOT 5, BLOCK D
7. DEED REFERENCE: LIBER 5431 FOLIO 536
8. TAX MAP: 0078 GRID: C005, PARCEL: C144
9. CENSUS TRACT: 403800
   REGIONAL PLANNING DISTRICT: PIKESVILLE (CODE NO. 9 31)
   ELEMENTARY SCHOOL DIST.: HELLENIC ELEMENTARY SCHOOL
   MIDDLE SCHOOL DIST.: PIKESVILLE MIDDLE SCHOOL 04
   HIGH SCHOOL DIST.: PIKESVILLE HIGH SCHOOL
   WATERSHED: JONES FALLS
   SUB-WATERSHED: HOOKERS BRANCH
10. MASTER PLAN DESIGNATIONS: WATER: W1, SEWER: S-1
11. ELECTION DISTRICT: 3RD
12. COUNCILMANIC DISTRICT: 2ND
13. PARKING TABULATION: REQUIRED: 2 PER DWELLING UNIT OR 4 PARKING SPACES
    PROPOSED: 4 PARKING SPACES
14. EXISTING USE: RESIDENTIAL / 1 - SINGLE FAMILY DETACHED DWELLING
15. PROPOSED USE: RESIDENTIAL / 2 - SINGLE FAMILY DETACHED DWELLINGS
16. OPEN SPACE: NOT REQUIRED IN ACCORDANCE WITH BILL NUMBER 112-99
17. THERE ARE NO HISTORICAL STRUCTURES ON THE SUBJECT SITE.
18. SUBJECT SITE DOES NOT LIE WITHIN THE CHESAPEAKE BAY CRITICAL AREA.
19. STORM WATER MANAGEMENT IS REQUIRED FOR THIS SITE. THIS SITE LIES IN THE JONES FALLS WATERSHED.
20. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED ON A FIELD RUN SURVEY CONDUCTED BY COLBERT MATZ ROSENFELT, INC. DATED 10 / 03 / 2013. INFORMATION SHOWN OUTSIDE THE LIMIT OF FIELD RUN TOPOGRAPHY" IS TAKEN FROM AVAILABLE BALTIMORE COUNTY GIS INFORMATION.
21. THE PROPERTY AS SHOWN ON THIS PLAN HAS BEEN HELD INTACT SINCE DECEMBER 2, 1980. THE DEVELOPERS SURVEYOR HAS CONFIRMED THAT NO PART OF THE GROSS AREA OF THIS PROPERTY AS SHOWN ON THE PLAN HAS EVER BEEN UTILIZED, RECORDED, OR REPRESENTED AS DENSITY OR AREA TO SUPPORT OFF-SITE DWELLINGS.
22. THERE IS NO ZONING CASE HISTORY FOR THIS SITE.
23. THIS SITE IS NOT LOCATED IN ANY DEFICIENT AREA ON THE BASIC SERVICES MAP.
24. THE DEVELOPER MUST PROVIDE THE NECESSARY DRAINAGE FACILITIES "TEMPORARY" OR PERMANENT TO PREVENT CREATING ANY NUISANCES OR DAMAGE TO ADJACENT PROPERTIES, ESPECIALLY BY THE CONCENTRATION OF SURFACE WATERS, CORRECTION OF ANY PROBLEM WHICH MAY RESULT DUE TO IMPROPER GRADING OR IMPROPER INSTALLATION OF DRAINAGE FACILITIES WOULD BE THE FULL RESPONSIBILITY OF THE DEVELOPER.
25. WATER METERS DESIGNATED TO A SPECIFIC LOCATION OR ADDRESS SHALL NOT BE RELOCATED WITHOUT PERMISSION FROM BALTIMORE CITY, BUREAU OF WATER AND WASTEWATER.
26. MAXIMUM BUILDING HEIGHT=35 FEET.
27. PROPOSED DRIVEWAY ENTRANCE APRON TO BE IN ACCORDANCE WITH BALTIMORE COUNTY STANDARD PLATE R-15A.
28. THE DEVELOPMENT +2 PROPOSED WILL INCLUDE PROTECTIVE MEASURES ADEQUATE TO PREVENT EROSION OR SLOUGHING OF ANY STEEP SLOPES AS DEFINED BY SECTION 32-4-101 OF THE BALTIMORE COUNTY CODE AND PROMOTE THE PRESERVATION OF THE NATURAL TOPOGRAPHIC FEATURES OF THE STEEP SLOPES. THIS WILL BE ACHIEVED BY PROVIDING EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH THE REQUIREMENTS OF THE BALTIMORE COUNTY SOIL CONSERVATION DISTRICT AND THE CURRENT STATE OF MARYLAND SPECIFICATIONS FOR SOIL AND EROSION CONTROL.


VLADIMIR SAFRONOV AND ELEONOR SAFRONOV
TAX ACCT. 0312035190
DEED 12214 / 456
LOT 1
DARREN NESS AND NINA NESS
TAX ACCT. 0312052750
DEED 34235 / 287
LOT 2
STEPHEN S. SCLANER AND ROSANN SCLANER
TAX ACCT. 0311003290
DEED 10428 / 351
LOT 3
PAUL D. LICHTENSTEIN AND KATHERINE B. LICHTENSTEIN
TAX ACCT. 0313060800
DEED 10466 / 605
LOT 4
TIMBERFIELD LANE
(50' R/W)
(R/W 50-181) DEED REF. 3815 / 184
#3208
#3205
#3204
#3200
#3203
#3201
LOT 5
LOT 6
LOT 7
PAUL E. ALBERT AND WILMA SUE ALBERT
TAX ACCT. 0302049010
DEED 6766 / 534
RACHEL KALMANOVICH
TAX ACCT. 0307061850
DEED 34640 / 448
BALTIMORE COUNTY, MARYLAND
TAX ACCT. 2100001782
HRN-00-010, DEED 3691 / 364
USE: FLOOD CONTROL RESERVATION
(100 YEAR FLOODPLAIN)
LIMIT OF DISTURBANCE (TYPICAL)
PRIVATE INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT (SEE DETAIL THIS SHEET). (DEED 37181 / 283)
EXISTING DRAINAGE AND UTILITY EASEMENT (RIN 60-181, DEED REF. 3815 / 184
EXISTING HEADWALL
PROP. PRIV. PRESSURE SEWER
DRAINAGE AND UTILITY EASEMENT (1,360 S.F. = 0.031 AC.)
RIN 2016-019-01, DEED 37384 / 178
BALTIMORE COUNTY ACCESS EASEMENT. (2,721 S.F.± = 0.062 AC.)
RIN 2016-019-02, DEED 37384 / 193
RIN 2016-019-03, DEED 37384 / 148 AND 183
STORMWATER MANAGEMENT EASEMENT (4,000 S.F. = 0.092 AC.) RIA 2016-019-02, DEED 37384 / 193 (SEE DETAIL)
FOREST BUFFER AND FOREST CONSERVATION EASEMENT (51,950 S.F. = 1.193 AC.) RIA 2016-019-03 DEED 37384 / 183
FOREST CONSERVATION EASEMENT (17,724 S.F. = 0.405 AC.) RIA 2016-019-04 DEED 37384 / 148
SPECIMEN TREE (TYPICAL)
EX. WOODS
EX. WOODS TO REMAIN
N 624450
N 624200
N 524200
E 1170800
E 1171000
S 66°18'44" E 745.16'
S 85°31'16" W 271.30'
S 83°37'16" W 144.94'
N 18°52'44" W 152.22'
S 74°21'16" W 149.42'
N 07°52'44" W 330.16'
NOTE
ACCESS TO PUBLIC EASEMENTS WILL BE THROUGH THE EXISTING FLOOD CONTROL RESERVATION.
35' BUILDING SETBACK LINE FROM FOREST BUFFER AND FOREST CONSERVATION EASEMENT.
NOTE: PROPOSED WATER SERVICE FOR #3200A CREATES EXISTING SAN TARY HOUSE CONNECTION SERVICE TO #3200. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING SANITARY HOUSE CONNECTION PRIOR TO INSTALLING PROPOSED WATER SERVICE FOR #3200A.
EX. 8" WATER
EX. 6" SAN. (DRG # 2004-0051)
EX. 15" D. (DRG #1960-0770)
EX. 2" GAS (RP 3-53)
EX. 8" W. (DRG #1960-0771)
PROP. 6" SAN HOUSE CONN.
R = 50.00' L = 55.56'
115°04'22"
EX. 5' SAN. MH
EX. SHC
EX. SD INLET
RIM= 417.01'
INV OUT = 406.51
EX. 410.91
EX. 12" CMP
EX. 18" CMP
EX. 24" CMP
EX. 30" CMP
EX. 36" CMP
EX. 42" CMP
EX. 48" CMP
EX. 54" CMP
EX. 60" CMP
EX. 66" CMP
EX. 72" CMP
EX. 78" CMP
EX. 84" CMP
EX.

Respondent
CBA Exhibit
6

THIS ROAD
HAS BEEN BUILT
ILLEGALLY
AND WILL BE REMOVED

IN THE MATTER OF:

DAVID AND ESTHER KOSHKARMAN

CASE NUMBER: 19-264-SPH

Hearing Date: October 29, 2019

Pursuant to Notice, the above-entitled hearing was held before the Board of Appeals for Baltimore County at the Jefferson Building, Second Floor, Suite 203, 105 West Chesapeake Avenue, Towson, Maryland 21204.

PANEL PRESIDING:

KENDRA RANDALL JOLIVET, CHAIR

WILLIAM A. MCCOMAS, BOARD

JOSEPH L. EVANS, BOARD

PRESENT ON BEHALF OF THE PARTIES:

G. MACY NELSON, ESQUIRE
Counsel for Petitioners

TIMOTHY M. KOTROCO, ESQUIRE
Counsel for Respondents

Christine R. Leary
3129 Hiss Avenue
Baltimore, Maryland 21234

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(ON RECORD - 10:06:13 AM)

BOARD: Good morning. We are on the record and this is before the Board of Appeals of Baltimore County, in the matter of Dave and, David and Esther Koshkarman, is that correct? All right and it's 19-264-SPH. It's a Petition for Special Hearing to determine a proposed road for ingress and egress to the back lot is legal and this matter was decided by the Administrative Law Judge who had a decision, it was an Opinion and Order where he granted the Movant's Motion to Dismiss in this matter. Counsel, for the record?

MR. NELSON: Good morning. Macy Nelson on behalf of the Petitioners, Mr. and Mrs. Koshkarman.

MR. KOTROCO: Good morning, Your Honors. Timothy Kotroco at 305 Washington Avenue here in Towson on behalf of the 3200 Timberfield, LLC.

CHAIR: All right, thank you. And, counsel, have you discussed how you would like to proceed today?

MR. NELSON: Well, I called Mr. Kotroco several times to discuss that. To me, I'll give you my, we haven't reached a resolution although I've tried to. Let me tell you my thoughts on the matter.

This case concerns, I believe, facts, that aren't in dispute. The County disagreed with certain plans, the County approved a plan, we argue a legal deficiency in the way it was approved.

I have proposed to counsel that we just introduce the exhibits. I have under subpoena two County employees, Ms. Nugent and Mr. Williams. I haven't seen them yet today but we've served them to be here today in, in the event we need a County witness to prove the exhibits. I don't think we do because it's, they're County exhibits.

My, my adversary has raised certain legal questions. The Administrative Law Judge elected to confront those as a threshold matter, ruled against my client. Of course, we're here de novo.

My goal is, we believe we're correct in the law, that's why we took an appeal. We believe the facts support our legal theory. My preference would be to, to introduce by stipulation the County documents, just so we make our record. I don't think there's any debate about, I asked counsel repeatedly is there any objection to the exhibits. I haven't yet really received a response, despite my effort to get a response.

I would propose that we put the evidence in the rec, in the record and then we can argue the facts, we can argue the threshold issues raised by my adversary and the Board rule. That would be my proposal. It's sort of in the nature of a summary judgment proceeding. I believe, I don't think there are questions of fact about the exhibits themselves. That would be my proposal.

CHAIR: Thank you.

MR. KOTROCO: Thank you, Your Honor. Here's my proposal. This is an appeal of a dismissal of the Petition. There was no hearing of any sort below, at the ALJ level. The ALJ, Larry Stahl, Judge Stahl, read my Motion to Dismiss, he read my memorandum, he read Mr. Macy Nelson's memorandum against the Motion to Dismiss and he dismissed the case for various legal reasons.

So, this is a, an appeal of a legal decision of a dismissal of this case. It has nothing to do with an evidentiary hearing and I don't think there should be an evidentiary hearing today.

Your decision today is, is, is one of two things. Either Judge Stahl was correct and this matter should be dismissed and, and uphold his decision or Judge Stahl was wrong and the matter should be remanded back down to him so he can have this evidentiary hearing.

I would like to renew my Motion to Dismiss and I have here copies of it that was filed in the case below and it also has the addendum that was attached to the Motion and my memorandum that was filed in the case below and it should be, it's in your case file as it is, but I made copies of it for your convenience today.

CHAIR: Can you tell me why you didn't file it in this case?

MR. KOTROCO: I just wanted to renew it here on the record. This is an appeal of an, of a decision of the ALJ dismissing the Petition for Special Hearing for lack of authority. There's no authority for the ALJ to hear it. They're contractually bound to go to arbitration through the Beth din, which is a Jewish rabbinical court. All of that is spelled out in that addendum and, and I just wanted to raise the issue here before the Court.

The Motions are in the file, the decision is in the file, Judge Stahl did a very nice job of reasoning out his opinion and we're here on the appeal of that opinion. Either he was right or he was wrong. If you feel he was wrong, I guess we'll remand and go back before Judge Stahl and have an evidentiary hearing. But you can't skip that step in the process. There's been no hearing before the ALJ. So, I would renew my Motion to Dismiss this matter, ask you to uphold the decision of Judge Stahl. I think it's, it's a, it's a legal question.

CHAIR: Do you have any authority for that position? That, that this should be, if the Board of Appeals does not agree, or agrees that the matter should be heard, that it would be remanded to the Administrative Law Judge?

MR. KOTROCO: Well, I, I know it's been done on many occasions in the past by the Board, but that's up to the Board. You know, if you all want to have a hearing today, you're

certainly entitled to have a hearing today, but I don't think you can skip the process before the ALJ, it's just, it's just kind of spelled out in the Code.

CHAIR: And if we decide to have the hearing today, the, do you agree with what was proposed by Mr. Nelson in terms of making it an exhibit only hearing?

MR. KOTROCO: No, no, this, because of the confusion in the case, this case, this is a minor subdivision that was approved three years ago in 2016. It had gone through several iterations prior to that. It was years in the making and I don't know which exhibits he has from 2016 three years ago, that was one of the things Judge Stahl ruled in his decision. If you had a problem with the minor subdivision back then, you should have appealed it, you could have appealed the DRC limited exemption approval. There were opportunities to challenge this thing, not three years after the fact, but back at the time it was happening. So, the documents, some of them are fine, some of them are just printouts from the internet.

CHAIR: Right.

MR. KOTROCO: But the other County records, I'm not sure what they are.

CHAIR: And Mr. Nelson, I'm sorry, are you finished your argument?

MR. KOTROCO: I am, yes, thank you.

CHAIR: Okay, thank you. Mr. Nelson, what's your

response to the fact that, the argument that it should be, it should be remanded or if we agree with Mr. Kotroco, and I hope I'm saying your name --

MR. KOTROCO: It's Kotroco, but I've been, it's been called many ways.

CHAIR: Kotroco, okay, I'm sorry. I'm sorry, okay.

MR. KOTROCO: That's okay, that's quite all right.

CHAIR: I like to say it properly.

MR. NELSON: I think the question is, if I prevail on the law, does the Board remand to the ALJ for an evidentiary hearing or can this Board conduct an evidentiary hearing? I believe because it's a de novo process, that the Board has the authority to just to conduct the, the evidentiary hearing.

CHAIR: So, the Board has the authority to do both, is that what you're saying? They have the authority to conduct the hearing or and, and also the authority to remand it to the Administrative Law Judge?

MR. NELSON: That's what I think.

CHAIR: And you agree --

BOARD: (inaudible) do either?

BOARD: With, with the authority for the de novo hearing.

MR. NELSON: Well, I (inaudible), I will just say that, that the way this, just that, my instinct is if it's a, a de novo hearing, it's a de novo hearing. We're going to start

it from scratch. We just do the whole thing over. I didn't brief the question of whether it would be, if we're correct on the legal point, whether you're required to remand for an evidentiary hearing. My instinct is, the Board has the discretion to either, I would advocate for a hearing today, I'm trying to get to the end of the case.

CHAIR: Um hm.

BOARD: Mr. Kotroco, what's your authority? I think you asked, authority for the remand or, or approval?

MR. KOTROCO: I didn't brief it either, Your Honor, but I'll, I'll agree my instinct, after fourteen years of sitting as an ALJ in this County, is that the Board on many occasions would remain matters back down to the ALJ. Probably found in the Board of Appeals Rules of Procedure, maybe in the zoning commissioner's rules of procedure, but as Mr. Macy Nelson said, I didn't brief it either. But my instinct tells me and my, my experience and, and practice here in this County tells me that if you all feel that Judge Stahl made the wrong decision in denying, in dismissing the Petition, saying he didn't have the authority for the reasons stated in his Order and he was wrong under, as, as a matter of law, then we need to have an evidentiary hearing before the ALJ to start this process the proper way. Otherwise, we're going to be up at the Circuit Court and that issue is going to come up before the Circuit Court.

CHAIR: Thank you. Is there anything else either counsel would like to say before the Board, I think this is something that we should discuss before we proceed. So, I just want to make sure that we hear all of your arguments before we do that.

MR. NELSON: I, I don't have an interest in objecting (inaudible) questions in the case either, but I think this is the fallacy of my adversary's argument. If we remand for an evidentiary hearing, I have an appeal de novo to this Board and, and so, we're back to, we're right where we are today. And the Board will give no deference to those factual findings, those conclusions, it's a de novo hearing. So, I think you have a discretion to do both. I would advocate for conducting the hearing here today.

MR. KOTROCO: That's assuming he loses. He could win. He could win at the ALJ.

CHAIR: Um hm.

BOARD: So, it's, it's confounding to me, I must say, the two of you have combined experience that dwarfs the three of us. I mean, really. And what I hear you saying is we, we can either remand it or not, depending, we, we could rule on the legal issue and if we, we decide that Judge Stahl was wrong, we can remand it or we cannot remand it, whatever, whatever we want to do. That's the law that you think it, it is?

MR. KOTROCO: I think the only issue before this Court today is whether Judge Stahl was correct or not. I think that's what this appeal is about. This is an appeal of a decision to dismiss this Petition for Special Hearing. That's all this case is today.

BOARD: So, you think that the de, the de novo review is limited to that issue?

MR. KOTROCO: I think we're here on an appeal of a dismissal, not an appeal of an evidentiary hearing from the ALJ. It's an Order of Dismissal that was entered by the Judge.

BOARD: But, but if we then decide that Judge Stahl was wrong, it's your position that we, we could then proceed with the factual hearing?

MR. KOTROCO: I don't think we can, no. I, let me make myself clear. No, I believe --

BOARD: Because maybe I'm misunderstanding.

MR. KOTROCO: -- from the old school, of being around this County for twenty-six years and working for the County for twenty-six years, you got to start at square one. You can't skip a step in the process. You've got to start from the beginning and work your way up. Otherwise, if it ends up going and something happens and we're at the Circuit Court, that argument is going to be made and the Circuit Court Judge may send it back to start from scratch from the beginning, you got to start from the beginning, that's the process.

BOARD: Well, well, but Joe's comment though is, is that the beginning is at the Administrative Law Judge. And if we rule that, against it, then we start the de novo process here, isn't that what you're asking, Joe?

BOARD: Yeah, that's exactly what I'm asking, yeah.

BOARD: Yeah, and so, I guess the question is, are, would you be prepared for the de novo process now if we ruled against the Administrative Law Judge?

MR. KOTROCO: No, I'm not prepared for an evidentiary hearing today, no. But it's not my case. He has to put his case on. This is, this is his Petition, not mine.

BOARD: I mean, are you prepared to defend?

BOARD: Yeah.

BOARD: I mean, --

MR. KOTROCO: I, I'm, I think, I think I'm correct on the law, that this appeal, that the case should be dismissed. I think you should just read Judge, Judge Stahl's decision and, and, and rule and, in my opinion, the case should be dismissed, that you don't have the authority to hear it. You're being asked to overturn a minor subdivision. I don't think this Board and the ALJ already said I don't have the authority to do it, and I don't think the Board has the authority to overturn a minor subdivision. It's not a, it's not a, it's not a matter that is, it's a development matter, a limited exemption, minor subdivision. You don't have the authority to overturn that, my

opinion. And Judge Stahl's opinion.

BOARD: So, --

BOARD: So, how does, how does a road overturn a minor subdivision?

MR. KOTROCO: The, the request is to take away the access. The request is to deny the panhandle part of it. If you don't have a panhandle, you don't have a minor subdivision, they're integral, very integral.

BOARD: Yeah.

CHAIR: All right.

BOARD: I, I'm just, I (inaudible) confounded. I'm confounded sort of procedurally and, and (inaudible). So, if we were to decide the legal issue, then would, that would be based on the memos, the memoranda that are in the file, is that what we would be saying? I mean, because Mr. Nelson, you haven't filed anything new, well, neither has Mr. Kotroco.

MR. KOTROCO: No, neither have I.

MR. NELSON: Here's how I see it --

BOARD: I mean, I'm really looking for some guidance.

MR. NELSON: Here's my guidance.

BOARD: Exactly.

MR. NELSON: My clients filed a 500.7 proceeding. We were unsuccessful before the Administrative Law Judge. Under (inaudible) law, I have the right, my clients have the right to a de novo appeal. I filed a de novo appeal. My Petition for

the 500.7 case articulates with precision, I don't know if you're read it, --

BOARD: I, I actually, that's a good point, I, I don't (inaudible).

MR. NELSON: Right. I did, it's a road map for every nuance of this case, from beginning to end. It's our case. It's a very detailed Complaint. So, the notion that my adversary isn't aware of the documents on which we rely is --

BOARD: Okay.

MR. NELSON: -- not borne out by the record. The ALJ ruled against us. Under the law, his ruling, his rationale, is irrelevant, right? It's a de novo hearing. There's no, this Board doesn't read his opinion. So, now, we, we have a hearing. I've issued subpoena for the County witnesses. Where they are? It's a mystery to me, but they're under subpoena and I'm protected on that point.

BOARD: Sure.

MR. NELSON: I tried to discuss the exhibits with Mr. Kotroco, I don't have an answer. Now, he said, well, maybe I do object to it, I want a hearing. I, I mean, what more can I do? So, I think there's an, a de novo hearing, this is no Motion to Dismiss filed in this de novo proceeding.

CHAIR: Is that required to be filed? Can he do it on the record?

MR. NELSON: I think he can, but I'm, I'm just saying

that, that, --

BOARD: The rules provide, what, is it ten or fifteen days in advance?

MR. KOTROCO: You can do it right here in Court.

MR. NELSON: My only point is a factual one.

BOARD: Yeah.

MR. NELSON: Until 10:00 a.m. this morning, there was no evidence there was going to be a Motion to Dismiss in this case. I anticipated it would come up, but there was no paper filed, no Motion filed, no letter submitted to the Board, right? So, I just feel like it's as if we're walking in day one of a proceeding. I have witnesses under subpoena, I have exhibits about which there is no question of authenticity. I would propose that we just put them in, make our record. We can argue, my adversary has the right to raise any legal argument they want and I'm prepared to argue it all. My point is, it hasn't yet been made in writing yet in this proceeding before the Board. That's how, that's the way I see it. But I would urge the Board to read our Petition because we spent a lot of time, I spent a lot of time on it and, and it has every fact that's relevant to this proceeding, our theory.

CHAIR: Well, Mr. Kotroco asked us to rely on the Motion to Dismiss that he previously filed in this case, well, before the Administrative Law Judge and are you asking us to review your response as well in this case?

MR. NELSON: Yeah, it's a complete response, yes. I, I think --

CHAIR: Okay.

MR. NELSON: -- that his Motion sets out his theory, our response sets out our theory. We can incorporate those, but the Board is not, doesn't read the ALJ's ruling, I mean, that's irrelevant.

BOARD: Right, right, we get that. We get, we understand that.

MR. NELSON: All right. So, yeah, so I think if he wants to refile his Motion, refile it. I would ask the Board to incorporate by reference my, my response.

CHAIR: So, we'll have Mr. Kotroco's Motion as Exhibit 1 and then we will also put yours in as an exhibit as well.

BOARD: So, so how, how do you respond to, that the purchase agreement had an arbitration clause in it and that's the, that's the venue for resolution of this dispute?

MR. NELSON: A couple responses.

CHAIR: Do you have a copy for us? I'm sorry, Mr. Nelson.

MR. NELSON: Yes, I do.

CHAIR: We're going to put it in the record.

MR. NELSON: I, I have six copies of every other exhibit, I didn't make copies of this.

CHAIR: Of that one? Okay. So, we'll do it --

MR. NELSON: I'm happy, can I have a break to do that?

CHAIR: Sure. That's fine.

MR. NELSON: Mr. McComas asked the question, well, what about the arbitration clause? We have a few, and we briefed this point in detail in our papers but I'll just hit the highlights on that.

CHAIR: Well, I'm sorry, I need to, because I want us to talk, because we need to figure out how we're going to proceed and so that's kind of getting into the way we're going to proceed today. And so, if you don't mind, I would like to have us talk for a few moments briefly and then we can kind of get to --

BOARD: Well, I look, I look at it as a threshold (inaudible) how to proceed too, so I'd be interested in, in your, in your response.

CHAIR: Okay, go ahead.

MR. NELSON: I can do it one minute.

BOARD: Yeah.

MR. NELSON: Point one, this 500.7, point one. Factually, Mr. Koshkarman signed that arbitration clause, his wife did not, so that's a fact, all right? Second point is, this 500.7 case is in the nature, as you know, as a declaratory judgment, (inaudible) declaratory judgment act against the

County, not against Mr. Kotroco's client. So, this is a dispute between the Koshkarmans and the County. The County is not a party to that, all right? So, that's one point.

The second point is, is if you find there's a dispute between Mr. Koshkarman and Mr. Kotroco's client, Mrs. Koshkarman didn't sign that clause, she's not bound by it. He can't bind his wife in that. But the main point is, it's a, it's a, it's a controversy --

CHAIR: Was that their purpose? For her not to sign it so that she could potentially get out of it?

MR. NELSON: I'm not evading that question, I don't fully understand, I wasn't their lawyer at the time. Usually, when, I don't know what happened. I don't have an answer to that. I don't think they were that, they weren't thinking that way. I think it may have had something to do with just the way, --

BOARD: It might have been just oversight, huh?

MR. NELSON: Yeah. You know, I just think, who knows. I wasn't there.

BOARD: Are they tenants by the entireties?

BOARD: By the entireties, um hm.

CHAIR: Entireties? They are?

MR. NELSON: I've, I've checked the deed, I believe so. If I have two minutes, I can make copies of this, have my secretary make copies. May I have a minute to step out in the

hall while you talk?

CHAIR: Sure.

BOARD: Sure.

CHAIR: Yes. So, we'll take a few moments. We'll go off the record and we'll take a few moments to talk.

BOARD: Mr. Kotroco, are you Protestants or --

MR. KOTROCO: I don't know --

(RECORDING PAUSED - 10:26:47 AM)

(ON RECORD - 10:45:44 AM)

CHAIR: Thank you. We are back on the record in the matter of David and Esther Koshkarman, 19-264-SPH, Petition for Special Hearing to determine a proposed road for ingress and egress to the back lot is legal. Counsel, please identify yourselves again for the record.

MR. NELSON: Good morning. Macy Nelson for the Petitioners, Mr. and Mrs. Koshkarman.

MR. KOTROCO: And Timothy Kotroco at 305 Washington Avenue here in Towson on behalf of --

CHAIR: Thank you.

MR. KOTROCO: -- yes, thank you.

CHAIR: Thank you, both. And thank you for the opportunity to allow us to decide how we were going to proceed. I just wanted to make a couple of things clear for the record.

In our review, brief review of the Board of Appeals and how it's operated in similar matters, we found that the

Board has done both in terms of some remanding cases to the Administrative Law Judge and hearing them de novo. That is very, very case specific. So, what we decide to do, it will be based on the circumstances that are before us.

Second, there's a Motion to Dismiss that was made on the record today orally and although our preference would be that the, any Motions to Dismiss would be filed in writing in advance, normally at least ten days in advance, we do feel obligated to address the Motion to Dismiss that was made on the record today.

With that, we will have to schedule some sort of public deliberation on the decision that we're going to make on the Motion to Dismiss. And counsel, we are going to give you two options as to how you wish to proceed. And we can hear from you today with regard to the Motion to Dismiss. Any arguments that you may have in addition to whatever you previously filed, you can make those today before us so that we can hear de novo or you can brief the matter, we'll give you some time to brief it and then we'll subject a public deliber, deliberation after you've had the opportunity to brief it. And this is going to be on the Motion to Dismiss issue. Do you want to confer?

MR. KOTROCO: I'll, I'll defer to Mr. Nelson, whatever he wants to do is fine with me.

MR. NELSON: First of all, we have no objection to

the late filing of the Motion to Dismiss. We're, you know, we're, we're ready on, we filed a detailed memorandum for the ALJ. I'm happy to file the same memorandum with this Board's caption on it. We've marked as an exhibit, I think, a copy of it. I can have, I can send other copies over anytime there's a break. So, I, I'm fully prepared to argue it. We've briefed it. So, if you want to hear argument today, I'm, I'll argue it.

BOARD: We, we don't want to generate additional and unnecessary costs for real people here. I mean, --

MR. NELSON: That's why I say I'm ready to go. I mean, --

BOARD: You know, there's, there's no point in filing the same thing with a new caption.

MR. NELSON: All right, that's fine.

BOARD: You know, --

MR. NELSON: My main point, Mr. Evans, is it wasn't filed, I don't object to the late filing in this proceeding, I'm ready to go, I'm ready to argue. I've briefed it, I'm ready.

BOARD: So, would it be, so would it be your preference to say the two of you will argue it, argue the Motion now and then we'll incorporate the prior filings as if they were filed here and then we'll, and to that extent, we'll schedule a public deliberation and we'll rely on what's, the

paper that has been filed, is that --

CHAIR: And the arguments today.

MR. NELSON: That's acceptable.

BOARD: And arguments today, right. Is that --

MR. NELSON: That's acceptable.

MR. KOTROCO: That's acceptable.

BOARD: Okay.

CHAIR: All right. So, let's begin.

MR. KOTROCO: Do you wish to hear from me first?

CHAIR: The Movant, yes, with the Motion to Dismiss.

MR. KOTROCO: Well, the Motion to Dismiss, I wanted to say a couple of things. One, there's nothing new in that paper that was submitted today, the Motion that was submitted today, than what was submitted before. It's exactly the same thing that Mr. Nelson and I debated at the case below.

CHAIR: But just know that we're de novo.

MR. KOTROCO: Well, I don't think you are.

CHAIR: Okay.

MR. KOTROCO: I think, I don't think there's a Petition pending before this Court today. That Petition that you have in your file, I know you think you see one in there, it's not there, it's been dismissed. It's been dismissed by the Judge below. There's no case here today. It's been dismissed by the Administrative Law Judge below for the reasons as stated in that Motion to Dismiss.

The arbitration clause, the lack of authority of the ALJ and this Board to be able to overturn a minor subdivision from three years ago, the fact that no appeal was filed of the minor subdivision and, and no appeal was filed of the DRC limited exemption, it's all spelled out in there.

So, I'm perfectly willing just to submit on that. But, the, but the nuance here, the, the thing that's, that's kind of difficult to comprehend is this whole de novo. There's been no hearing in this case. We never got to a hearing. It was preliminarily dismissed. That Petition that you have in there under 500.7 has been dismissed, it is gone from this case. That's, that's the, as you went to debate the issue, I sat here thinking that there is no Petition in this case. The Judge below dismissed it.

If he's wrong, well, you'll come publicly deliberate and say he was wrong, he didn't know what he was talking about. And we'll either hear the case or we're going to remand it, whatever you all decide to do. But just keep in mind that this, this is a dismissal. This is, this is an appeal of a dismissal. Not an appeal of some hearing that we had. There's never been a hearing in this case.

BOARD: But I mean, I sat on cases that are appeals from dismissals and I'm sure I have, I feel as though I have. I can't, I can't conjure up a recollection of a specific one, but I, I feel like I've been in this situation before and no

one, no one suggested that there was sort of no case in front of us. I mean, there is a Petition in front of us. It has to be, otherwise we wouldn't be here, I mean, --

MR. KOTROCO: There's an appeal before you, for sure, and there's a dismissed Petition before you.

BOARD: And the question is --

MR. KOTROCO: Is it proper, right, was it --

BOARD: The question here is, and, and it's a de novo review and the question is before, the question is should this matter be dismissed for the reasons you've articulated. That's the question before us.

MR. KOTROCO: Correct.

BOARD: And if, if not, then there's an additional question how would we then proceed. But I guess I, I don't understand what you, what you mean when you say there's, there's no, there's no Petition. But having said that, I'm not sure that much matters. I'm not sure we need to like devolve into whether the, the metaphysics of that.

MR. KOTROCO: Okay.

BOARD: Okay? I, I mean, I think we're pretty clear on the fact that we have to resolve this question.

MR. KOTROCO: Yes.

BOARD: And whether there's a case in front of us or not, it's (inaudible).

MR. KOTROCO: I'm with you. I think we might just be

saying it a different way, but I think, I think we're thinking the same way, yeah, okay.

BOARD: Maybe, maybe we are (inaudible).

BOARD: Mr. Kotroco, I've got a couple questions for you. Can you just explain to me the, the layout again? So, so the prop, your client owned the property, then subdivided it.

MR. KOTROCO: Right.

BOARD: And then in connection with that, there was an easement that goes through --

MR. KOTROCO: Mr. Koshkarman's property, yeah.

BOARD: Mr., yeah, Mr. Nelson's client --

MR. KOTROCO: Yes.

BOARD: -- and, and in, in that easement, your, your client parsed out the subdivision and that's where the contract of sale is. So, the contract of sale is with your client and Mr. Nelson's client?

MR. KOTROCO: Yes, my client bought a three acre piece of property, a little over three acres, and he subdivided it.

BOARD: Right.

MR. KOTROCO: 2.8 acre lot in the back. And Mr. Koshkarman bought the existing house in the front and there's an access to go to the lot in the back, the 2.8 acre lot in the back. There's a panhandle strip that goes back there and it, and it has the easements running through it for the storm water

management, the forest buffer, the forest conservation, all those easements for the County to be able to get back there and go through the panhandle. But the panhandle wasn't a great spot to put the driveway, so they put it on the other side by way of a private agreement, a private driveway agreement. That's all it was, for which there was compensation paid. It's all spelled out in that addendum that you saw.

BOARD: Right and, and when Mr. Nelson's client, if we were to, to rule in his favor, that, that road would disappear and then what?

MR. KOTROCO: There's no access to the lot in the back so --

BOARD: Right.

MR. KOTROCO: -- it's (inaudible) --

BOARD: Which would be your client's house, right?

MR. KOTROCO: Or, or somebody they would sell it to.

BOARD: Sell the other parcel to, got it.

MR. KOTROCO: Yes, yes.

BOARD: Okay.

MR. KOTROCO: Yes.

BOARD: And then the other, the other question is, and I only skimmed through your thing here, is, is you said that the ALJ doesn't have jurisdiction. Can you, can you expand on that?

MR. KOTROCO: It's a minor subdivision process. The

ALJ doesn't get involved in a minor subdivision process. It' a limited exemption that's provided under the Baltimore County Code and, and there's no public hearing for the minor sub. They can be appealed and the DRC ruling can be appealed, but none of that was done in this case. There haven't been any facts presented but this was all done with the full knowledge and, and, and acknowledgment of Mr. Koshkarman when, at the time that the minor sub was done three years ago.

BOARD: Thank you.

MR. KOTROCO: And I'll submit on the, on the documents that were presented.

CHAIR: On your documents. Thank you. Mr. Nelson?

MR. NELSON: Thank you. As I understand it, we're here on a Motion to Dismiss.

CHAIR: Yes.

MR. NELSON: The Administrative Law Judge asked the lawyers to brief two questions in anticipation of the Motion to Dismiss, so these are the issues that are at play and I just want to put the issues on the table.

Issue one, does Article 5 of the Addendum of the Contract require the Petitioners, my clients, to submit the dispute that is the subject of this BCR, BCR, ZR, Section 500.7 action to the Baltimore Beth din. That's question one for the brief for the Motion to Dismiss.

And question two (inaudible) on page three of my

memorandum. But basically, does the, I'll just read it to you, does the ALJ have the legal authority in a BCZR Section 500.7 action to consider whether the Department of Permits, Approvals and Inspections properly approved the minor subdivision plan with a panhandle driveway, where the driveway is not on an in fee strip and whether it be that the ALJ nor the Director approved the panhandle driveway. So, is that a subject for a 500.7 action.

Now, Mr. McComas, you asked some factual questions and this is, you know, I've (inaudible) Motion to Dismiss, we're, we're constrained to the papers, but may I respond to some of your factual inquiries? Because I may just give the, the Board some background?

CHAIR: Yes.

BOARD: I mean, it could be that we decide that we're, we need facts to resolve it.

MR. NELSON: Right. So, --

BOARD: I mean, that could be the upshot of the deliberation, right?

CHAIR: It could be, yes.

MR. NELSON: Okay. So, let me just show you an aerial photograph of the community if I may?

CHAIR: This is exhibit number two.

MR. NELSON: Is that Exhibit 2?

CHAIR: Um hm. Your, your response to the Motion is

Exhibit 1, right?

MR. NELSON: I think you're right, I'm sorry. Okay.

CHAIR: Yes.

MR. NELSON: This is an aerial photograph and this is just to give you, the Board a feel for the, this is Quarry Lake on the right side. You'll see in the center of the page, 3200 Timberfield. That's my client's residence. That's where he resides. That's at the end of the cul-de-sac and the land behind it in the tree area is the, includes the roughly 2.8 acres that, that, that is served by this panhandle driveway. So, that just gives the Board a feel for the neighborhood.

Exhibit 3 is a, just a, a copy of, what's it called, My Neighborhood, Baltimore Neighborhood, My Neighborhood. I'm showing this to Mr. Kotroco. This is just a, a blowup of, of, of the subject property. You'll see the cul-de-sac in the upper left right, left corner. You see 3200 with a blue border, that's my clients' residence, the Koshkarmans. And then, the, the larger triangular lot is the roughly I can't remember exactly, 2.8 acres that Mr. Kotroco's client owns.

The panhandle that Mr. Kotroco described you'll see is on the left of 3200. Does the Board see that? That's the in fee strip that goes to the cul-de-sac. We're going to get to this point in a moment, but the, the prior, the driveway is on the other side, on land owned by the Koshkarmans, on the right side of that. And if you scale it, if you go to the, the

upper right hand corner of the 3200 and go to the property line, it's roughly twenty-two feet, it's not much space there. So, that's Exhibit 3.

Exhibit 4, just to give the Board, these Exhibits 4 is A, B, C and D. They're just photographs that were taken I think last summer when we were going to the ALJ. Just to show the proximity of the private drive and the Koshkarman residence. The Koshkarman residence is the house on the right and you can see how close the driveway is to the house. That gives the Board a feel for the proximity.

Exhibit 5, I only have one copy, this is a sub, minor sub, subdivision that was disapproved.

MR. KOTROCO: I don't, I don't have any problems with what Mr. Nelson is doing so far. These are exhibits for the Motion to Dismiss, not for the merits of the case.

MR. NELSON: Correct.

CHAIR: For the Motion to Dismiss.

MR. KOTROCO: Okay. (inaudible). I'm not sure of the relevance of that but I'll, I'll just say that it was back when there was three houses proposed behind here, not one, but what it's worth, if the Board wants it, they can have it.

CHAIR: So, you don't have any objections to his Exhibits 1 through 4-D?

MR. KOTROCO: Not for purposes of the --

CHAIR: Or five?

MR. KOTROCO: -- Motion to Dismiss, no.

CHAIR: All right, thank you.

MR. NELSON: I'm sorry, there's just one copy of that.

CHAIR: So, one through five will be admitted. Thank you.

MR. NELSON: Okay. Then, Exhibit 6 is a printout of the Baltimore County rulings on the various plans and what the Board is going to see that the Board, the County disapproved the original plan for one house plus three new ones. Then there was discussion about the County approved, was presented with a plan for the, tearing down the existing house and building two new ones and then I'm going to show you this next exhibit, this is part of the chronology. This is going to be Exhibit 7.

MR. KOTROCO: I'm going to, now I will object at this point. I mean, he's just basically going through his entire case. Now, this is for the Motion to Dismiss. As long as it's for the Motion to Dismiss --

BOARD: Yes, that's all it's for.

BOARD: Yeah.

MR. KOTROCO: -- I don't have a concern about it, but he's, he's putting everything in that he was going to do in his case. But it's not the case, it's a Motion to Dismiss.

CHAIR: It's a Motion to Dismiss.

BOARD: Yeah.

MR. KOTROCO: Okay.

MR. NELSON: I'm trying to give the Board --

BOARD: It's fine.

MR. NELSON: All right. This is the County's --

CHAIR: What were you saying, you are trying to give the Board what? I wanted you to finish that statement.

MR. NELSON: I'm going to give the, the, the Board, I, I know the Board is ultimately going to rule on a legal question. But I'm trying to give the Board a sense of the factual background that gave rise to the Petition that will inform the Board's ruling on the Motion to Dismiss.

CHAIR: Okay, thank you.

MR. NELSON: (inaudible). All right. But now we're getting closer to the, the issue at hand here. This is a document, Exhibit 7, where the Board is considering, or the County is considering a plan to maintain the existing house and build one house behind it and the County is saying, we want this right of way on the in fee strip. You'll go back to my earlier exhibit from My Neighborhood which shows the in fee strip on the left side of the house, that is, that's where the driveway ought to be. That's October 6th, 2015.

Then, the next exhibit is Department of, the Fire Department says no, we want the driveway, we don't want a new, we, we don't want the driveway on the in fee strip, we want to

have, we want the driveway on the other side of the house. So, if you go back to the My Neighborhood's image, so now what the Fire Department is saying it, we want the driveway on land owned by the Koshkarman on the right side of the house, not the in fee strip. That's what the Fire Department says.

CHAIR: What's the date of this exhibit?

MR. NELSON: The Fire Department letter to --

CHAIR: No, this one, Exhibit 3.

MR. NELSON: That's the, that's from My Neighborhood.

CHAIR: Okay, so current.

MR. KOTROCO: Yeah, so that's, yeah.

CHAIR: Current, okay. And when did they purchase the property?

VOICE: Twenty sixteen.

CHAIR: That's what I thought, okay.

VOICE: December 2016.

CHAIR: December 2016, a year later. All right, thank you.

MR. NELSON: All right. So, the Fire Department says on December 8, 2015, no, no, no, we want the driveway on the right side of the house, on the land, I'm paraphrasing, on land owned by Koshkarman, not in the in fee strip. And this is where the County made a mistake.

CHAIR: Okay.

MR. NELSON: Two days later, --

CHAIR: Thank you.

MR. NELSON: -- the County recommended approval of the minor subdivision. Putting the driveway on top of the Koshkarman land, not on the in fee strip. Now, that's a legal problem, and this is laid out in our Petition, because if you go to the Baltimore County Code, what it says is, the County will allow, and I'm telling the Board things it knows, but let me just summarize. The County will allow a panhandle driveway in certain circumstances.

One circumstance is it can't exceed a certain distance, not relevant here because we're shorter than that, so forget that. And the other, other requirement is that it be on an in fee strip. May approve a panhandle on an in fee strip. This panhandle is not on an in fee strip, it's on property owned by the Koshkarmans.

There are two exceptions to the requirement that a panhandle be on an in fee strip. The first exception is the, if the landowner does a right of way before there's a subdivision, if the right of way is recorded before there's a subdivision, in those circumstances you could petition the Administrative Law Judge for permission to have the panhandle, correction, for permission of the driveway over the right of way.

CHAIR: But can I say something? But at the time this is issued, they didn't own the property, December of 2015.

MR. NELSON: My clients.

CHAIR: They did not?

MR. NELSON: Correct.

CHAIR: So, what do you mean that it was property owned by the Koshkarmans when the, because it wasn't at this time?

MR. NELSON: Correction. The, the property, I, let me try to answer it this way. There's a requirement in County law that there be a driveway on an in fee strip. There are two exceptions. The first exception is if, if you own a parcel of land and before you subdivide it you have a right of way created, then you can subdivide it, then you can go to the Administrative Law Judge and petition for permission to have a driveway over the right of way. Not done here. They could have done that, didn't do it. Unequivocally. That's the first exception.

The second exception is that you can petition the Director of Planning to waive the requirement that the driveway be over in fee strip. There's a mechanism to do that. You can petition the Director of Planning to be excused, to be, to be excused from that requirement. And then he, he or she does the evaluation and makes a judgment. Not done here. Unequivocally. Why it didn't happen? Mistake. They, somebody made a mistake. They didn't do it.

And so, what happens is, so County said no, we're not

going to allow this driveway over the, over the, over this property. We want it on an in fee strip. Fire Department said no, no, we want it over here and then they, they, they stopped thinking and they approved the minor subdivision plan. All right. That is the background.

So, now, let me, and, and that driveway now is within inches of the corner of the property that the Koshkarmans purchased as evidenced by the photographs.

BOARD: But wasn't that driveway there when they purchased it?

MR. NELSON: No, no, no, no, no, no. I'm sorry. When they purchased it, I'm going outside the record, no, it was just grass there. The driveway was put in I think last spring or last summer. It was, but no, within the last six months it was put in. And there was some drama associated with it. I wasn't there but it was drama. But no, it just went in. We could, if, if the date is important, we can confirm, but it went in in the last few months, six months, five months. Yeah, and it's temporary.

CHAIR: Okay.

MR. NELSON: Okay.

CHAIR: But that was the subject of that contract?

MR. NELSON: Hm?

CHAIR: Right? The contract that they entered for $1,500?

MR. NELSON: No, no.

CHAIR: No?

MR. NELSON: That's an argument. That was for, --

CHAIR: Okay. I'm just, okay, I'm, I'm listening. Go ahead.

BOARD: We're unschooled here, so, --

MR. KOTROCO: I think we're way off base from what this Motion to Dismiss is about.

BOARD: Please indulge us --

MR. NELSON: All right, you said please indulge us?

BOARD: Please indulge us.

MR. NELSON: Yeah, okay. Yeah. So, this land drops off behind.

CHAIR: Okay.

MR. NELSON: This was a (inaudible) fence to separate my client's rear yard from the steep hill going down to the back, it wasn't anything to do with the driveway, it was for that purpose.

CHAIR: Okay.

MR. NELSON: All right.

CHAIR: Thank you.

MR. NELSON: All right.

BOARD: Well, it says here in the attachment to addendum residential contract, it says water line and driveway easement. So, was that part of the contract when he bought it?

MR. NELSON: All right. So, all right. The, the, the, so now we're into, going into a Court of Equity, you know, what the contract was but the, I would say this. There was a contract, there was a deed, it was silent about this easement, totally silent, right? And that's, so that's a question for the, the Circuit Court.

What do you do when you, when you have a, I mean, the, the principal of law is the deed subsumes everything that happened before it, right? And you look at the deed to see what was transferred and they transferred title, Mr. Kotroco's client transferred title to my client and there was no reference at all to any easement. But that's not part of this case. This case has to do with the approval of the minor subdivision.

All right. So, that's all background. So, now we do a Pet, then we have a controversy because then my client realizes that the developer intends to build a, a driveway. He makes his way to me, I look at the law and I realize that there is a flaw in the approval of the minor subdivision. So, I file a --

BOARD: And the flaw in that approval was that it didn't address the driveway issue, is that the --

MR. NELSON: No, the flaw is this. The minor subdivision incorporated a driveway on land that was not an in fee strip. And there are two ways you can be excused when that

requirement. ALJ hearing, not done. Approval by Director of Planning, not done. So, when I think Ms. Jolivet asked, well, what happens if Nelson prevails in this case? What happens to that land?

What happens is, the approval of the minor subdivision is rescinded and then they can apply, they can, they go through the process, right? They can apply, they can file a hearing with the, before the Administrative Law Judge and we can have a resolution of whether they meet the test for or they can apply for a waiver to the Director of Planning. So, they have remedies. And that would give my client an opportunity to present his view of the law and the facts on those, on, on the criteria for those ex, for those waivers.

All right. So, that's all background. So, now we do the 500.7 case and we show up and Administrative Law Judge Stahl says, lawyers, I want you to address these two questions, those are the two questions I cited at the beginning which are quoted in my papers.

CHAIR: Um hm.

MR. NELSON: Mr. Kotroco's client moved to dismiss, we filed a detailed opposition, so let me just now, here we are.

The question is article, does Article 5 of the Addendum require my clients to submit the claim to Beth din. Answer, no. Why? Because this is a dispute, first of all,

what are, the facts are that my, Mr. Koshkarman said he will submit any controversy about the contract with the sale, with, purchase from Mr. Kotroco's client, to Beth din. This is a dispute between Mr. Koshkarman and the County regulators who approved the subdivision plan. So, it's just, on its face, it has no applicability to this.

The second point is that Mrs. Kosh, and if you don't feel comfortable with that point, Ms. Koshkarman didn't sign the agreement and we, we agree that point. The question is whether a spouse can bind another spouse. I mean, forget your personal views, the law is unequivocal. You can't do it. Mr. Koshkarman can't bind his wife to such an agreement without her signature.

And the --

BOARD: Even, even when the intent may have been that it be joint (inaudible)? I mean, I don't know that there's any evidence of what their intent was but. It's, it's a, it's a, feels a little picky.

MR. NELSON: I suppose it depends on your perspective.

BOARD: Um hm.

MR. NELSON: Mrs. Koshkarman doesn't think it's a little picky. And if you, and I would urge we, we reviewed this law in great detail, pages three --

BOARD: So, Mr. Nelson, using your theory though,

does that mean your client bought the property?

MR. NELSON: Let me go to the deed. The deed is --

BOARD: But, but, but, your theory is that it's not an enforceable contract, arbitration clause on the basis that she didn't sign it. Well, that would imply that they never bought the property.

MR. NELSON: No, no. My, my point is that the arbitration clause has no bearing because this is a dispute not about the contract, but between my clients and the County.

BOARD: Okay.

BOARD: Right, I, I get that point.

BOARD: I get that one, yeah.

MR. NELSON: All right and then I would urge the Board to read the cases that we cited, pages three, four and five. And, and it's a purely legal question, to me --

BOARD: I mean, if, if the case law and statutory provisions are what they are, then we all live with that.

MR. NELSON: Right.

BOARD: I, I'm just saying, you --

MR. NELSON: And I think that's what the, I would urge to read it.

BOARD: Yeah.

MR. NELSON: I think that's what it said. And then Mr. McComas' point about the contract, now we're really outside this case. I think the document that really governs this

dispute is the deed because that's what you look at. What, what title was transferred and, and it's not part of this case, but the deed is silent. It says it's transferring title to every square inch of property with full rights within these boundaries to my clients.

BOARD: And the arbitration clause is related to the --

MR. NELSON: Contract.

BOARD: -- contract to purchase?

MR. NELSON: Yes.

BOARD: Okay. Which is then subsumed or --

MR. NELSON: No, no, no, no, no, no. Well, it, --

BOARD: Its, its legal significant is, is eliminated by reason (inaudible) --

MR. NELSON: Correct, that's the correct statement.

BOARD: Right, right.

MR. NELSON: Right.

BOARD: Right. Okay.

MR. NELSON: That's the fundamental principal of real estate. That's why you got to get your deed right, right?

BOARD: Right.

MR. NELSON: That's why you have, I'm not a real estate lawyer, I'm (inaudible), but that's why you have real estate lawyers who do their job. This, they didn't do the job. If they felt strongly about it, they should have put it in the

deed. It wasn't there.

BOARD: The contract of sale doesn't live beyond the deed.

MR. NELSON: Correct.

BOARD: That's sort of the black letter principal.

MR. NELSON: Right. What really happened here was they needed a lawyer and my client needed a lawyer, that's why we're here. That's the bottom line. People got, they were wandering in the darkness and they made a mis, everybody made mistakes, all right? All right.

So, that's, to summarize, we say the, the Beth din arbitration clause has no bearing because it's a dispute between my clients and the County, not the seller. Moreover, Ms. Koshkarman didn't sign it and so she can't be bound by it.

And then, finally, I've shown counsel this, Beth din has said they don't have jurisdiction over this case anyway. My client asked them, so I've given a copy to Mr. Kotroco and I'm, this is a document that was, my clients received by e-mail on October 17th, just saying that Beth din doesn't have jurisdiction over this case. I, I recognize it's not dated. My client says he got it October 17th and I would ask you to just consider it in the context of this Motion to Dismiss.

So, that's the arbitration piece. With the Board's permission, I'll move to the second point, which is --

CHAIR: Okay. So, this is, what they're saying, and

you tell me if I'm correct, is that basically he violated by not coming to this entity first, is that what this is?

MR. NELSON: To be honest, I would say the document, you can interpret it a million ways. I inter --

CHAIR: Well, what was your purpose for submitting it?

MR. NELSON: That they're saying look, we're not, we, we don't, this is, this is not for us to solve, this is for some other administrative proceeding (inaudible).

MR. KOTROCO: That's not what it says at all.

CHAIR: Right.

BOARD: But it is sort of a procedural default.

CHAIR: That's what it's saying to me.

MR. KOTROCO: He breached that contract and he breached our contract, breached both of them.

MR. NELSON: That's not how I see it, but I offer that for, for what it's worth.

CHAIR: Okay.

MR. NELSON: Which may not be much.

CHAIR: All right, okay. So, we, all right, no objection?

MR. KOTROCO: I object to all of it. I mean, he's tried his whole case is what he's done. We were supposed to --

CHAIR: Well, well, before you said that you didn't object to any of it based on the --

MR. KOTROCO: Well, the My Neighborhood documents, but he got into trying this entire case. That's what we're supposed to come back and do another day. If you all decide when you come back and deliberate the Motion to Dismiss is denied, come back and litigate the case. He just litigated, I don't know what he's going to do next time, he just gave you his whole case.

BOARD: These are just for the Motion. This is just for the Motion.

MR. KOTROCO: Just for the Motion. Thank you.

BOARD: Right.

MR. KOTROCO: I appreciate that.

BOARD: That's all that, --

MR. KOTROCO: Thank you.

CHAIR: What did you say?

BOARD: He's going to attach them as exhibits anyway.

CHAIR: Yeah.

BOARD: Okay.

MR. KOTROCO: Okay.

MR. NELSON: All right. Thank you, Mr. Kotroco, I appreciate it. So, I move now from the arbitration point to the, well, I think it was the jurisdictional point and, and the question is in a 500.7 proceeding, does the ALJ or does the Board of Appeals have jurisdiction to hear an issue such as this that's specifically about the subdivision regs about

panhandle driveways, 33-4-09? That's the question, you know?

And I think if you review the Board of Appeals decision in other 500.7 cases, which we have done, you'll see that the Board has considered in a 500.7 case issues arising out of the development regs, right, 33-409.

And so, we took a, sorry --

CHAIR: I'm sorry, we had to get the numbers straight.

BOARD: Sorry, we're getting our, getting our --

CHAIR: I'm sorry, so the last one was Exhibit 10, which is the undated letter.

MR. NELSON: So, so the question is whether this Board has jurisdiction of 500.7 case to consider a violation of 33-409. We say yes, my adversary says no.

The answer is yes, because in this case, this Court has, this Board has jurisdiction to consider violations of the zoning ordinance, right? And we say the zoning ordinance incorporates this provision about the panhandle drive.

Baltimore County Zoning Regulation 1-A-04.4-D-14, so this is a provision of the zoning regulations over which this Board has jurisdiction, says panhandle lots must conform to Section 32-4-409 of the Code.

So, we say, if there's a violation of 32-4-409, which we assert there is, that we have the authority to come before this body in a 500.7 proceeding to seek an interpretation, this

is the nature of a declaratory judgment proceeding, we're asking this Board to, to, to review the, the facts and the law and reach a judgment that the, Baltimore County erred when it approved a minor subdivision, which allowed the driveway on land that was not an in fee strip.

And we cited in our papers at pages seven, eight and nine the law to support that theory. But basically, in a nutshell, we say the zoning regulation incorporates specifically the requirement for the panhandle drive, therefore, the Board has jurisdiction here.

BOARD: So, and maybe I'm getting ahead of your argument. Tell me if this is premature. What you're saying what your case is is the, the argument is that the approval of the minor subdivision plan was flawed.

MR. NELSON: Correct.

BOARD: For the reasons associated with the panhandle drive, okay. So, I guess number, two, two things occur to me. Number one, is there a time by which an interested party can raise such an issue? Or can it be raised --

CHAIR: Anytime.

BOARD: -- any, anytime, anyplace by any interested party? And, I mean, is there any sort of estoppel by time associated with this?

MR. NELSON: So, here's, I understand the --

BOARD: Yeah.

MR. NELSON: -- Board member's question.

BOARD: I mean, could, could, could we challenge a, a minor subdivision that was approved in 2002 right now because it was defective back in 2002? Query, that's a query.

MR. NELSON: Well, I'm just waiting for the question mark then I'm going to respond.

BOARD: Yes, well, there's the question mark. Go ahead.

MR. NELSON: All right. Here's my view.

BOARD: Okay.

MR. NELSON: And I, and this, this is the discussion I had with my clients. If it's an administrative decision, quasi-judicial proceeding, where your, where the citizen is a party to a thirty day appeal (inaudible), right?

BOARD: Right.

MR. NELSON: My clients weren't a party to this minor subdivision. They didn't even own the property. So, that principal doesn't apply. So, to me, the best analogy is, sometimes we challenge land use decisions like a zoning text amendment for example by a Complaint for Declaratory Judgment. (inaudible) administrative proceeding, declaratory judgment. But there's no thirty day deadline for a Complaint for Declaratory Judgment.

I believe that you can file a Complaint for Declaratory Judgment about any change in zoning ordinance at

any time and the only defense is laches. So, I believe, my adversary hasn't made this argument, but I'm responding to your question was, your, your question is, Nelson, is there ever a deadline by which you can challenge this? And I say no, there's not. But my adversary has the right to raise the defense of laches.

Have we waited so long to raise the issue that under the principals of laches you, you know, you're time barred? That's, that's the inquiry in my opinion.

BOARD: How about unjust enrichment?

MR. NELSON: Unjust enrichment, I haven't considered that principal of law in the context of this case. So, --

BOARD: Well, if I'm the, if I own the land and I sold out a partition of it, I no longer can get access to my land, I've effectively sold the entire parcel to the, to your client.

MR. NELSON: Yeah, no, --

BOARD: And, and if I had known that at the time of the sale, I, I would have, I would have maybe done something differently.

MR. NELSON: How about putting the deed --

CHAIR: Knew, knew or should have known.

BOARD: Yeah.

MR. NELSON: How about putting it in the deed, right?

BOARD: But I, but it, I'm just asking, was unjust

enrichment --

MR. NELSON: Yeah, all right. So, I, here's my reaction to that. Number one, you said well, if you'd known, maybe you did, put a, hire a real estate lawyer who knows what he's doing or she's doing and put it in the deed. Not done in this case, right? My client bought title to this property.

All right. But to your point about unjust enrichment, no. What we're saying is, rescind the minor subdivision approval, there are two mechanisms in the law by which this applicant can get access to this, his property.

One is to petition for a hearing before the Administrative Law Judge because they got the right of way before there was a subdivision. Go through that process. But that, if you go to the law, they, they set forth criteria that the Administrative Law Judge must consider before he approves that. Let us have a resolution of those questions of fact and law. That's one option.

The second option, petition the Director of Planning for a waiver. And you go to the ordinance, there are criteria which govern his or her resolution of that dispute. My clients have the right to (inaudible).

BOARD: (inaudible) the Petitioner can't, or the, I guess we'll call him the Respondent, can't, I mean, I'm not sure what the criteria are for, in either of those --

MR. NELSON: Um hm.

BOARD: -- avenues, but what if they can't be met?

MR. NELSON: Well, you know what? Sometimes life is tough, you know?

BOARD: So, then they have no more access to their property?

MR. NELSON: That's right, you know.

BOARD: They're landlocked?

MR. NELSON: Right. They're the, --

BOARD: Then there's no value to the property.

MR. NELSON: You know, sometimes when people make mistakes, there are consequences. They sold a piece of land, full title to every square inch within the boundaries, look at the deed. There's no ambiguity, no reference to any right of way, no reference to any easement. They sold it for (inaudible) hundred thousand dollars. But the point is, they have, they have two mechanisms by which they can get, they can get this, why not put the right of way on an in fee strip? Why not do that? They have an in fee strip. Put the driveway there.

BOARD: Is, is the minor subdivision plan, is that, is that in the Land Records Office, is that filed? Is that a matter of public record for purchases, subsequent purchases?

MR. NELSON: Let me try and answer this way.

BOARD: And, and please excuse (inaudible).

MR. NELSON: So, I think what, Mr. Evans, you're

asking is, --

BOARD: Is there notice?

MR. NELSON: -- could someone with sophisticated assistance have learned about this? I think is the question you're asking.

BOARD: Well, --

CHAIR: No.

BOARD: -- not, not really. I'm not really, I'm not (inaudible) it that way. I'm just saying, is there notice of, is there notice --

MR. NELSON: I could have found it. I would have found it.

BOARD: So, if, if the Koshkarmans had hired a lawyer, they would have found it. If the Respondents had hired a lawyer, they wouldn't have agreed to this.

MR. NELSON: Right.

BOARD: So, everyone should have had a lawyer.

MR. NELSON: That's, that's the point I made ten minutes ago, right?

BOARD: Right. So, what, I mean, if there is this sort of, this old (inaudible) principal of what (inaudible) for the gander, right? I mean, if, if Mr. Kotroco is being, if his folks are being penalized for not having a lawyer, then that's saying, --

MR. NELSON: Yeah, I'm not familiar with that

principal of law in these circumstances. The, but, I'm just looking at the law. My point is, the, my point is --

CHAIR: But you did have a title, they did use a title company, didn't they?

MR. NELSON: Yeah, there was.

BOARD: And was the ease, the ease, it says, you know if the easement was recorded?

MR. NELSON: All right. We're really getting outside this record. But let me just address your question, Mr. McComas. Yes, it was recorded. Yes, it, at the very end of the title report, done by Mr. Kotroco's client's title lawyer, there's a reference to it.

CHAIR: Right.

MR. NELSON: Yes. Yes, yes, yes. I could have found it, I wasn't in the case. The deed was silent to it, but all those facts are not relevant to the question about the legality of the approval of the minor subdivision plan.

BOARD: But, but they are relevant to, to, and the word I had been thinking of before you mentioned it was laches. It is relevant to laches, isn't it?

MR. NELSON: It could be, you know. Laches is a factual inquiry, right?

BOARD: I mean, maybe we need to have a factual hearing on all this, I mean, --

MR. NELSON: Maybe. So, I, I would just, if someone

were to raise laches now, if you said, Nelson, what's the deal on laches? I'd say, well, wait a minute. There's no laches here. My client took action the moment he realized what Mr. Kot, I'm sorry, his client's name, what Mr. Kotroco's clients intend to do. I mean, he took action, the, the, within days of his arrival at the site to put stakes there for the driveway. So, there was no, he didn't sit on his rights. The moment he realized what was going on, he took action, or within days he hired me.

CHAIR: Okay.

MR. NELSON: So, maybe that's a factual inquiry, but laches, I think, would probably govern in, and I'll argue laches is the case in this case any day. I mean, I feel totally comfortable on those facts. So, we really stepped outside of the legal --

BOARD: We have and that's our, I mean, we, we prompted you to do that so, you know.

CHAIR: So.

MR. NELSON: May I just summarize?

BOARD: Please.

MR. NELSON: Thank you for your consideration. We appreciate it. There was a Motion to Dismiss that really addressed two points. The first is, this arbitration clause. We say no, it doesn't bind my clients because it's a controversy with the County, it's not a dispute about the

contract of sale. (inaudible) County's wrongful approval of the minor subdivision plan. We say there's no applicability.

On the jurisdictional piece, the zoning, this Board has jurisdiction to interpret the zoning regulations. The zoning regulations, I cited the provision, incorporate and require compliance with 33-409, which is the subject, which (inaudible). Therefore, we say the Board has jurisdiction.

So, for all those reasons, we urge the Board to deny the Motion to Dismiss and on the remand point, my opening remarks, I think, were to the effect that it's de novo, so intuitively, that means we need to start from scratch, you just have the hearing. But I do believe that no one would fault you if you remand it for an evidentiary hearing. No one would fault you for conducting your own evidentiary hearing. That's my view of the law. I would urge you to conduct the evidentiary hearing yourself because, because we're trying to get to the end of this dispute. Thank you for your consideration.

BOARD: Did, did Judge Stahl have a hearing on the Motions to Dismiss or did he just, did he just (inaudible)?

MR. NELSON: No, the answer is, we, we met in the hall, he said, hey, guys, look, I think (inaudible) brief these issues and it might have been an e-mail, address these issues in a Motion to Dismiss, Motion filed, Opposition filed, ruling.

BOARD: Okay, all right. Just, just curious.

MR. KOTROCO: Couple of things. I'll try to be more brief than Mr. Nelson was. First, they had a lawyer. His name was London, Jeffrey London. Says right here in their addendum to the contract of sale, the buyer acknowledges and agrees that Clear Title Group, attention Lawrence London, Escrow Agent, has worked with the engineers and sellers to accomplish the approved subdivision and is uniquely familiar with the property. Buyer shall use Escrow Agent to close the purchase and sale of this contract, together with all title and escrow services ancillary to the transaction. It spells right out that Mr. London was the escrow agent, the attorney handling the settlement.

Here's the settlement sheet that was created in this case, I'll give you as an exhibit. I give it to you because it shows they were compensated the $1,500 that the Court has already brought up earlier, I've highlighted it on there. They were, but now, both of them as tenants by the entireties, you see this settlement sheet was signed by both the Koshkarmans as husband and wife.

I'm going to give you a copy of the deed that we've heard so much about. Also, they've taken title as tenants by the entireties. This would be my next exhibit --

BOARD: Just a little bit more slowly here.

MR. KOTROCO: Okay.

BOARD: So that I can do my housekeeping, okay?

MR. KOTROCO: Very well.

BOARD: So, Exhibit 2 is the settlement sheet, right?

MR. KOTROCO: Settlement sheet, yes.

BOARD: Okay and these are for Motions only --

MR. KOTROCO: For Motions only. I'm not trying to try my case, but it sounds like we already have, but, no, it's only for the Motion to Dismiss, but not --

CHAIR: Yes.

MR. KOTROCO: -- and I appreciate the Court's openness to accept information. That's the deed. It is tenants by the entireties, both of them together as one entity. The deed doesn't mention the covenants and restrictions in this case.

And I'm going to give them to you because they were all recorded in the Land Records. There's all the date stamps in the corner. Now, I only have one copy and it's fairly, fairly voluminous but I will either supplement the file and give you my only copy, but I'm going to go back and get it again.

But these are all the easements that you were concerned about, all recorded in the Land Records months before the Petitioners here took title to the property on December 16th of 2016.

Be mindful of this fact. They were tenants and they lived in this house before the subdivision occurred and they

waited for the subdivision to be finalized before they could buy their property. That's why all this was done, all these agreements, all this compensation, all this addendum that you see, all these easements. Everything was done in full anticipation that they would own the house. They were renters, they were living there during this process.

That goes to your argument of laches. You know, why now are you going to complain, you knew all along there was going to be a subdivision and a lot behind you. How do you think they're going to get access back to the lot behind you? They have to come on one side of your house or the other.

I'm going to give you the actual minor subdivision plan in this case. This is it. It's been highlighted. The green outline is the 2.8 acre lot that my client still owns today. The lot in the front is the lot that was subdivided off and the Koshkarmans own this piece here.

The green highlights the panhandle that goes back to the 2.8 acres and this is that driveway that they agreed to, the compensation, the $1,500, comes right, right through here. That's the picture you got.

CHAIR: Um hm.

MR. KOTROCO: There it all is on a County approved minor subdivision plan from 2016, all spelled out, all approved by Baltimore County. This is the document that is most relevant in the case. This is the minor subdivision plan. I

apologize. Like Mr. Nelson, I only have the one copy of this.

BOARD: Mr. Kotroco, so why wouldn't they bring the road up through the little panhandle then?

MR. KOTROCO: Because it was too steep and the Fire Department didn't want to get a fire truck --

BOARD: That's, that's the thing that they talked about --

MR. KOTROCO: -- down, that's why the Fire Department said put it on the other side, that's done all the time, all the time.

But all the other access that, all, all these highlighted yellows are all those easements that you see that I just gave to you. Yellow, yellow, yellow, yellow, yellow and yellow. Those are all those easements that were recorded in the Land Records prior to December 16th of 2016 when they bought this house. December 7th, I'm sorry, December 7th of 2016 when they bought the house.

They were living in the house at the time, they were tenants and they wanted to buy it once it got subdivided and they did buy it with Mr. London as their attorney under all those agreements that you have. And now that the time comes that they're finally putting a driveway in and they're, and they're hoping to be able to sell the house in the back, he doesn't want it to happen.

And in that one photo that you got, there's a sign

back there that he put that says this road has been built illegally and will be removed. That's in that photo that Mr. Nelson already gave you. I did a little bit more of a close up shot.

BOARD: I'm sorry, this is, this is --

MR. KOTROCO: The next exhibit.

BOARD: Number six, but what, what is this, what is the point of this?

MR. KOTROCO: If you looked at the photos that Mr., Mr. Nelson gave you of the driveway that's been installed a few months back, five, six months ago or whatever, you'll see a little, and this is the exhibit he gave you, there's a little yellow sign there.

BOARD: Oh, okay, all right.

MR. KOTROCO: And that's just a close up to let you know what that yellow sign said.

BOARD: This was put up by the Koshkarmans?

MR. KOTROCO: Yes.

BOARD: Okay. Is there any legal significance to that?

MR. KOTROCO: No. Just that now, now they signed an addendum to a contract, that survives closing because you asked about doesn't it, everything merge into the deed? Normally it does, but that addendum survives closing. There's a provision in there that says this agreement shall survive closing, which

means for the $1,500 we paid you, you've agreed to cooperate with the fact that we still have some work to do behind there with the minor subdivision process. So, don't be going out and putting signs out there so when a potential buyer comes to look at it this says hey, this is illegal, it's going to be removed. That's, that's the purpose of giving you that.

BOARD: And which, which, the, the agreement itself says it survives closing?

MR. KOTROCO: It does. The addendum, I have it right here. It says, survival, on the second page, paragraph seven. All the promises, representations, covenants and agreements of the parties set forth in this addendum shall remain operative and shall survive the closing of the transaction con, contemplated by this contract and this addendum. That's paragraph seven of that addendum to the contract that you have.

BOARD: Okay.

MR. KOTROCO: So, this was all done, this isn't like a, somebody that just walked in one day and decided to buy this house, not knowing there was going to be anything behind it. They, they lived through this whole minor subdivision process. And now they're challenging and, and the unjust enrichment argument is right on point.

(inaudible) now all of a sudden they're going to have a three acre lot, when they bought two-tenths of an acre with their house. Boy, if we can stop the driveway and, and cut off

that access back there, we're now going to have a three acre lot, that's great. Maybe that's what they're trying to do, I don't know.

Everything was done by the County. If we come back for a full evidentiary hearing, we're going to hear all this again. This is just for the purposes of the Motion to Dismiss, I believe --

BOARD: Yes, yes, that's all.

MR. KOTROCO: -- the case should be dismissed. But, but those, those are the other items. I didn't want to get into a lot of that but I wanted you all to have it so you have a clearer picture of what's going on. And I'll submit.

CHAIR: Thank you.

MR. NELSON: I (inaudible) very briefly on just two factual points. The argument has been made that my clients were tenants in the house all during this process. Everyone knew they were going to buy the house, stay there and live there. Incorrect. My clients were living elsewhere, they were never tenants in this house, not for an hour were they tenants.

They bought the house and the day they brought in the deed, that's when they moved in. They were not tenants in the house. Where that assertion came from, I don't know. But it's not, it's not relevant legally but it's just an incorrect assertion, all right? If he were to testify under oath, he would say, we never lived there as tenants.

On the question whether my clients had a lawyer, my adversary mentioned Mr. London. Mr. London was a title lawyer provided by the seller. This was the seller's lawyer (inaudible), it wasn't my clients' lawyer. He was a lawyer provided by the seller. I just wanted to correct those two things.

BOARD: What, what about the survivor clause there? Is that relevant to anything?

MR. NELSON: I, I, you know, we'd have to talk about, the reason I'm hesitating, Mr. Evans, is this is how I see this case. This case involves the question of the minor subdivision. Did the County properly approve it? That analysis does not bring into this question of the deed or the contract. Like, every time I'm before the Board of Appeals and there's a question about a deed, the Board always says, that's a question for the Circuit Court, that's an equitable issue, all right?

So, in my mind, so here's our game plan. We seek a resolution of this minor subdivision issue based on the County law, irrespective of all the, the deed. And then, if we can't get this issue then, then we may, there may be a resolution in the Circuit Court of all those questions. What was sold? What does the, what does the contract mean? What does this, the provision you just cited, mean? What does it mean when we have a deed that's silent? But those are questions for the Circuit

Court in my view.

CHAIR: Um hm.

MR. NELSON: The question before this Board is did the County properly approve the minor subdivision? We say no and if we prevail, the, the, the, Mr. Kotroco's client has the right to petition the Administrative Law Judge for approval or petition the Director of Planning for approval and then we go through those processes. Nothing's easy.

BOARD: Nothing is easy.

CHAIR: Thank you.

BOARD: I agree with that point.

MR. KOTROCO: Thank you, all.

CHAIR: All right. Thank you. So, at this point, we are going to plan to schedule a public deliberation for us to decide the Motion to Dismiss. Do either of you desire to submit anything in writing additional, or is the, just setting the deliberation date fine for both of you?

MR. KOTROCO: It's fine for me, but --

MR. NELSON: Would it be helpful if we, I brought over several copies of our memorandum just, because there's only one copy, I didn't, I, I'm happy, it's easy for me to do.

BOARD: Yeah.

CHAIR: Yes, we would like copies, yes.

BOARD: I'd like one, yes.

MR. KOTROCO: Can I get a copy, Mr. Nelson? Because

I gave them my only copy.

MR. NELSON: Yeah, yes.

MR. KOTROCO: Thank you, I appreciate it.

CHAIR: So, so you both agree? So, we're just going to schedule the public deliberation?

MR. KOTROCO: Yes.

CHAIR: Without submitting any more briefs, right?

MR. KOTROCO: Correct.

MR. NELSON: And I'll provide extra, --

CHAIR: And you'll provide your copy for us.

MR. NELSON: -- yeah.

CHAIR: Thank you. Thank you for your time today.

MR. KOTROCO: Thank you, all.

BOARD: One, one, one quick thing.

CHAIR: Sure.

BOARD: Mr. Kotroco, if you want to substitute documents for the exhibits, I mean, you offered the original --

MR. KOTROCO: I'm going to just go and research, and reprint them out again. That's okay. You, you may have them.

CHAIR: One thing I should clarify for the record. So, all the exhibits for the Respondent, Exhibits 1 through 6, are admitted into evidence. I'm assuming there was no objection to any of those. And one through ten, those are admitted. And the only one I heard an objection to was number nine, but. Are you --

MR. KOTROCO: I'll, I'll withdraw the objection.

CHAIR: You'll withdraw it, okay. So, they're all admitted over obj, un, without objection.

MR. KOTROCO: Yes, thank you.

CHAIR: Thank you both for your time and to the Koshkarmans, have a great day.

MR. KOTROCO: Thank you.

CHAIR: Thank you.

(OFF THE RECORD - 11:45:43 AM)

CERTIFICATE OF TRANSCRIBER

I hereby certify that the hearing in the matter of David and Esther Koshkarman, case number 19-264-SPH, heard before the Board of Appeals of Baltimore County, October 29, 2019 were recorded by means of audiotape.

I further certify that, to the best of my knowledge and belief, page numbers 1 through 66 constitute a complete and accurate transcript of the proceedings as transcribed by me.

I further certify that I am neither a relative to nor an employee of any attorney or party herein, and that I have no interest in the outcome of this case.

In witness thereof, I have affixed my signature this 2nd day of May, 2020.

Christine R. Leary

Christine R. Leary

Transcriber