MEMORANDUM

DATE: January 17, 2020

TO: Zoning Review Office

FROM: Office of Administrative Hearings

RE: Case No. 2019-0512-SPHA - Appeal Period Expired

The appeal period for the above-referenced case expired on January 16, 2020. There being no appeal filed, the subject file is ready for return to the Zoning Review Office and is placed in the 'pick up box.'

/dlw

c: Case File
Office of Administrative Hearings

IN RE: **PETITIONS FOR SPECIAL HEARING AND VARIANCE** (1238 Putty Hill Avenue)	*	BEFORE THE OFFICE OF
9th Election District 5th Council District	*	ADMINISTRATIVE HEARINGS
	*	FOR BALTIMORE COUNTY
Tailsman Towson, LP Petitioner	*	**Case No. 2019-0512-SPHA**

* * * * * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings ("OAH") for consideration of Petitions for Special Hearing and Variance filed on behalf of Talisman Towson, LP ("Petitioner"). The Special Hearing was filed pursuant to §500.7 of the Baltimore County Zoning Regulations ("BCZR") to provide continuation of existing variances for parking granted in Case Numbers 77-320-XA, 96-95-XA and 04-121-SPHA. In addition, a Petition for Variance was filed pursuant to BCZR § 409.6.A.2 to permit 2,742 parking spaces for 688,249 sq. ft. of gross leasable area of shopping center being an additional variance of 94 spaces over the variances granted in Case Numbers 77-230-XA, 96-95-XA and 04-121-SPHA. A redlined site plan was marked and accepted into evidence as Petitioner's Exhibit 1.

Caren Garfield appeared in support of the requests. Adam Baker, Esq. represented Petitioner. Michael Gesell, the professional engineer who drafted and sealed the site plan also attended the hearing. There were no protestants or other interested persons in attendance. The Petition was advertised and posted as required by the BCZR. No substantive ZAC comments were received from any of the County reviewing agencies.

ORDER RECEIVED FOR FILING
Date 12/17/19
By Sen

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Mr. Baker was permitted to proceed by way of proffer, given that there were no protestants present. He introduced the redlined site plan and explained that Petitioner had redesigned the parking configuration in several areas of the site and that they had reduced the square footage of the proposed new restaurant on the site. As a result of these modifications the proposed redlined plan now meets the 2803 parking spaces required under BCZR Sec. 409.6.A.2 and no new variance relief is being requested. As Mr. Baker further explained, the only relief now being sought is a continuation of the existing parking variances that were granted in Case Nos. 77-230-XA; 96-95-XA; and 04-121-SPHA. Finally, Mr. Baker, introduced a "First Amendment to Declaration and Agreement" that was admitted as Petitioner's Exhibit 2. This document has been recorded in the Baltimore County land records at Liber 42108 Folio 336 and is an amendment to an existing Declaration and Agreement between the Petitioner and several surrounding Community Associations concerning the development parameters for the Towson Marketplace development. By virtue of this Amendment the Associations have agreed to the proposed restaurant development as depicted on the site plan.

Based on this record evidence I find that the Petitioner is entitled to the special hearing relief that has been requested. I further find that the continuance of the existing parking variances can be granted in harmony with the spirit and intent of the BCZR, and without injury to the public health, safety and general welfare. This is demonstrated by the absence of County opposition and by the express approval granted by the Community Associations, as set forth in Petitioner's Exhibit 2.

ORDER RECEIVED FOR FILING
Date 12/17/19
By

THEREFORE, IT IS ORDERED this **17th** day of **December, 2019**, by this Administrative Law Judge, that the Petition for Special Hearing to provide continuation of existing variances for parking granted in Case Numbers 77-320-XA, 96-95-XA and 04-121-SPHA, be and is hereby GRANTED.

The relief granted herein shall be subject to the following:

- 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.

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

PAUL M. MAYHEW
Managing Administrative Law Judge
for Baltimore County

PMM:sln

ORDER RECEIVED FOR FILING
Date 12/17/19
By sln

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 1238 Putty Hill Ave. **which is presently zoned** BL-CCC

Deed References: L. 10961, F. 00001 10 Digit Tax Account # 0 9 0 5 8 4 0 0 8 0

Property Owner(s) Printed Name(s) Talisman Towson LP

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

Please see attached

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

3. X **a Variance** from Section(s)

Please see attached

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

To be presented at Hearing

Property is to be posted and advertised as prescribed by the zoning regulations.
I, or we, agree to pay expenses of above petition(s), advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.
Legal Owner(s) Affirmation: I / we do so solemnly declare and affirm, under the penalties of perjury, that I / We are the legal owner(s) of the property which is the subject of this / these Petition(s).

ORDER RECEIVED FOR FILING
Date 12/17/19
By AD

Contract Purchaser/Lessee:

Name- Type or Print

Signature

Mailing Address City State

Zip Code Telephone # Email Address

Legal Owners (Petitioners):

Talisman Towson LP / c/o Kimco Realty Corp.
Name #1 – Type or Print Name #2 – Type or Print

Signature #1 Authorized Agent Signature # 2

500 North Broadway, Ste 201 Jericho, NY
Mailing Address City State

11753
Zip Code Telephone # Email Address

Attorney for Petitioner:

Adam Baker, Rosenberg Martin Greenberg LLP
Name- Type or Print

Signature

25 S. Charles St Baltimore MD
Mailing Address City State

21201 / 410-727-6600 /
Zip Code Telephone # Email Address

abaker@rosenbergmartin.com

Representative to be contacted:

Adam Baker, Rosenberg Martin Greenberg LLP
Name – Type or Print

Signature

25 S. Charles St Baltimore MD
Mailing Address City State

21201 / 410-727-6600 /
Zip Code Telephone # Email Address

abaker@rosenbergmartin.com

CASE NUMBER 2019-0512-SPHA **Filing Date** 11/12/2019 **Do Not Schedule Dates:** ____ **Reviewer** JNP

REV. 10/4/11

Attachment to Petition for Variance Hearing
1238 Putty Hill Avenue

1. Variance from Section 409.6.A.2 of the Baltimore County Zoning Regulations to permit 2,742 parking spaces for 688,249 square feet of gross leasable area of shopping center being an additional variance of 94 spaces over the variances granted in Case Nos. 77-230-XA, 96-95-XA and 04-121-SPHA.

2019-0512-SPHA

Attachment to Petition for Special Hearing
1238 Putty Hill Avenue

1. To provide for continuation of existing variances for parking granted in Case Nos. 77-230-XA, 96-95-XA and 04-121-SPHA.

2019-0512-SPHA

BOHLER™
ENGINEERING

901 Dulaney Valley Road, Suite 801
Towson, MD 21204
PHONE 410.821.7900
FAX 410.821.7987

ZONING DESCRIPTION
TAX MAP 70, PARCEL 819
THE LAND OF
TALISMAN TOWSON LP
C/O KIMCO REALTY CORPORATION
LIBER 10961 FOLIO 1
9TH ELECTION DISTRICT
TAX ACCOUNT #:0905840080
BALTIMORE COUNTY, MD

BEGINNING AT A POINT ON THE EASTERNLY RIGHT-OF-WAY LIMITS OF GOUCHER BOULEVARD (VARIABLE RIGHT-OF-WAY), WHICH IS 128.49 FEET NORTHEAST OF THE INTERSECTION OF SAID GOUCHER BOULEVARD AND PUTTY HILL AVENUE (VARIABLE WIDTH RIGHT-OF-WAY), THENCE DEPARTING SAID EASTERNLY RIGHT-OF-WAY LIMITS AND WITH THE DIVISION LINE BETWEEN THE GOUCHER BOULEVARD ON THE WEST AND THE LAND OF TOWSON TALISMAN LP C/O KIMCO REALTY CORPORATION (LIBER 10961 FOLIO 1) ON THE EAST;

1. NORTH 04 DEGREES – 34 MINUTES – 52 SECONDS WEST, 278.18 FEET TO A POINT, THENCE;

2. CONTINUING 134.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1965.49 FEET, A CENTRAL ANGLE OF 03 DEGREES – 54 MINUTES – 22 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 06 DEGREES – 29 MINUTES – 28 SECONDS WEST, 133.97 FEET TO A POINT, THENCE;

3. CONTINUING NORTH 07 DEGREES – 06 MINUTES – 25 SECONDS EAST, 95.98 FEET TO A POINT, THENCE;

4. CONTINUING NORTH 23 DEGREES – 22 MINUTES – 51 SECONDS EAST, 1153.33 FEET TO A POINT, THENCE;

5. CONTINUING NORTH 68 DEGREES – 20 MINUTES – 42 SECONDS EAST, 33.18 FEET TO A POINT, THENCE;

6. CONTINUING SOUTH 65 DEGREES – 11 MINUTES – 50 SECONDS EAST, 148.69 FEET TO A POINT, THENCE;

7. CONTINUING SOUTH 50 DEGREES – 56 MINUTES – 50 SECONDS EAST, 36.53 FEET TO A POINT, THENCE;

8. CONTINUING SOUTH 65 DEGREES – 11 MINUTES – 50 SECONDS EAST, 338.58 FEET TO A POINT, THENCE;

9. CONTINUING NORTH 24 DEGREES –48 MINUTES – 10 SECONDS EAST, 9.00 FEET TO A POINT, THENCE;

10. CONTINUING SOUTH 65 DEGREES –11 MINUTES – 50 SECONDS EAST, 301.19 FEET TO A POINT, THENCE;

11. CONTINUING 19.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 755.17 FEET, A CENTRAL ANGLE OF 01 DEGREES – 31 MINUTES – 00 SECONDS, AND A CHORD

2019-0512-SPHA

BEARING AND DISTANCE OF SOUTH 65 DEGREES – 20 MINUTES – 18 SECONDS EAST, 19.99 FEET TO A POINT, THENCE;

12. CONTINUING SOUTH 51 DEGREES –57 MINUTES – 33 SECONDS EAST, 37.79 FEET TO A POINT, THENCE;

13. CONTINUING 344.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 4071.49 FEET, A CENTRAL ANGLE OF 04 DEGREES – 50 MINUTES –45 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 68 DEGREES – 25 MINUTES – 09 SECONDS EAST, 344.24 FEET TO A POINT, THENCE;

14. CONTINUING SOUTH 13 DEGREES – 41 MINUTES – 08 SECONDS WEST, 1132.47 FEET TO A POINT, THENCE;

15. CONTINUING 434.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1637.00 FEET, A CENTRAL ANGLE OF 15 DEGREES – 12 MINUTES – 16 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 86 DEGREES – 58 MINUTES – 44 SECONDS WEST, 433.13 FEET TO A POINT, THENCE;

16. CONTINUING SOUTH 85 DEGREES –25 MINUTES – 08 SECONDS WEST, 93.96 FEET TO A POINT, THENCE;

17. CONTINUING NORTH 04 DEGREES –34 MINUTES – 52 SECONDS WEST, 10.00 FEET TO A POINT, THENCE;

18. CONTINUING SOUTH 85 DEGREES –25 MINUTES – 06 SECONDS WEST, 294.00 FEET TO A POINT, THENCE;

19. CONTINUING NORTH 56 DEGREES –44 MINUTES – 32 SECONDS WEST, 14.00 FEET TO A POINT, THENCE;

20. CONTINUING SOUTH 66 DEGREES –43 MINUTES – 28 SECONDS WEST, 58.00 FEET TO A POINT, THENCE;

21. CONTINUING SOUTH 85 DEGREES –25 MINUTES – 08 SECONDS WEST, 346.35 FEET TO A POINT, THENCE;

22. CONTINUING NORTH 49 DEGREES –34 MINUTES – 52 SECONDS WEST, 106.07 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,878,307 SQUARE FEET OR 43.12 ACRES.

11/12/19

2019-0512-SPHA

The Daily Record

200 St. Paul Place Suite 2480
Baltimore, Maryland 21202
1 (443) 524-8100
www.thedailyrecord.com

PUBLISHER'S AFFIDAVIT

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

11/26/2019

Order #: 11818204
Case #: 2019-0512-SPHA
Description:

NOTICE OF ZONING HEARING - CASE NUMBER: 2019-0512-SPHA

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: 2019-0512-SPHA
1238 Putty Hill Avenue
N/s Putty Hill Avenue at the corner of east side of Goucher Boulevard
9th Election District - 5th Councilmanic District
Legal Owners: Talisman Towson

Special Hearing to provide continuation of existing variances for parking granted in Case Nos. 77-230-XA, 96-95-XA and 04-121-SPHA. Variance to permit 2,742 parking spaces for 688,249 square feet of gross leasable area of shopping center being an additional variance of 94 spaces over the variances granted in Case Nos. 77-230-XA, 96-95-XA and 04-121-SPHA.

Hearing: Monday, December 16, 2019 at 1:30 p.m. in Room 205, Jefferson Building, 105 West Chesapeake Avenue, Towson 21204

Michael Mallinoff
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.

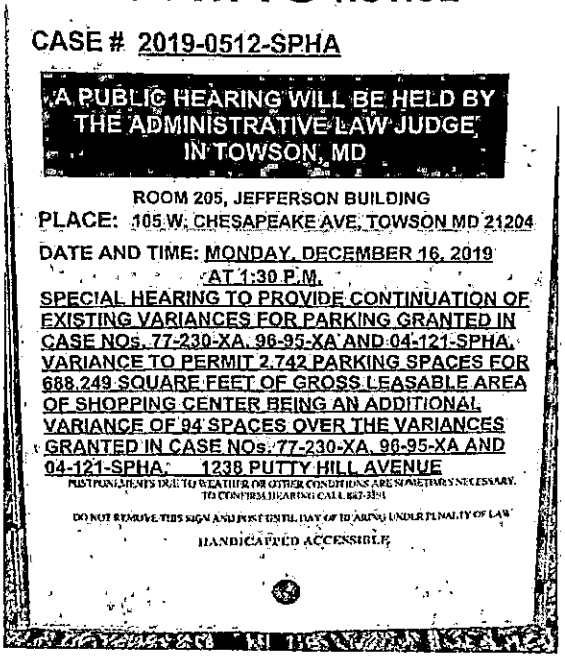
n26

CERTIFICATE OF POSTING

ATTENTION: KRISTEN LEWIS
DATE: 11/26/2019
Case Number: 2019-0512-SPHA
Petitioner / Developer: ADAM BAKER, ESQ. ~ KIMCO REALTY CORP.
Date of Hearing: DECEMBER 16, 2019

This is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at:
1238 PUTTY HILL AVENUE

The sign(s) were posted on: NOVEMBER 26, 2019



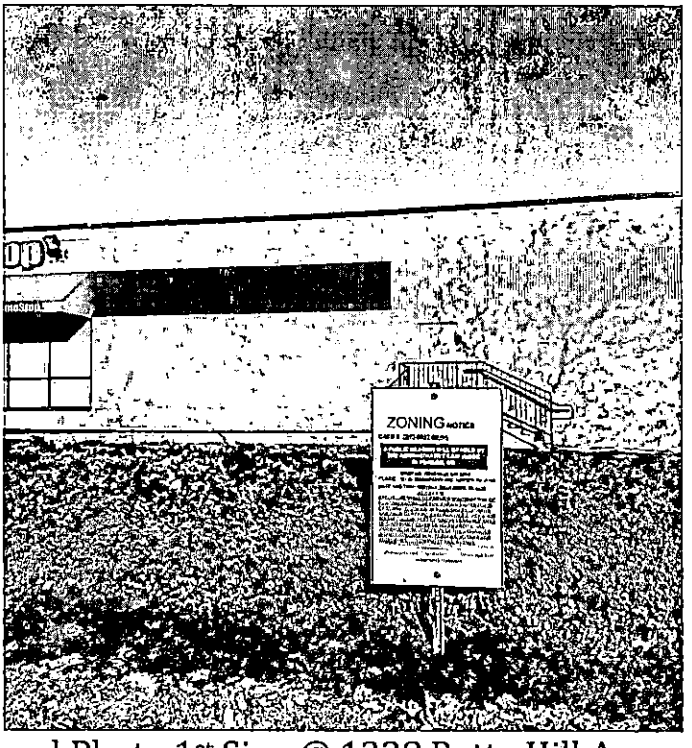
Linda O'Keefe
(Signature of Sign Poster)

Linda O'Keefe
(Printed Name of Sign Poster)

523 Penny Lane
(Street Address of Sign Poster)

Hunt Valley, Maryland 21030
(City, State, Zip of Sign Poster)

410 – 666 – 5366
(Telephone Number of Sign Poster)



Background Photo 1st Sign @ 1238 Putty Hill Ave. ~ 11/26/2019

Background Photo 2nd Sign @ 1238 Putty Hill Ave. ~ 11/26/2019

CASE # 2019-0512-SPHA

RE: PETITION FOR SPECIAL HEARING AND VARIANCE 1238 Putty Hill Avenue; N/S Putty Hill Avenue, corner of E/S Goucher Blvd 9th Election & 5th Councilmanic Districts Legal Owner(s): Talisman Towson LLP Petitioner(s)	*	BEFORE THE OFFICE OF ADMINSTRATIVE HEARINGS FOR BALTIMORE COUNTY 2019-512-SPHA

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

ENTRY OF APPEARANCE

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

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S Demilio

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

RECEIVED
NOV 21 2019

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of November, 2019, a copy of the foregoing Entry of Appearance was mailed to Adam Baker, Esquire, 25 S. Charles Street, Suite 21st Floor Baltimore, Maryland 21201, Attorney for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

JOHN A. OLSZEWSKI, JR.
County Executive

MICHAEL D. MALLINOFF, *Director*
Department of Permits, Approvals & Inspections

November 19, 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: 2019-0512-SPHA
1238 Putty Hill Avenue
N/s Putty Hill Avenue at the corner of east side of Goucher Boulevard
9th Election District – 5th Councilmanic District
Legal Owners: Talisman Towson

Special Hearing to provide continuation of existing variances for parking granted in Case Nos. 77-230-XA, 96-95-XA and 04-121-SPHA. Variance to permit 2,742 parking spaces for 688,249 square feet of gross leasable area of shopping center being an additional variance of 94 spaces over the variances granted in Case Nos. 77-230-XA, 96-95-XA and 04-121-SPHA.

Hearing: Monday, December 16, 2019 at 1:30 p.m. in Room 205, Jefferson Building, 105 West Chesapeake Avenue, Towson 21204

Michael Mallinoff
Director

MM:kl

C: Adam Baker, 25 S. Charles Street, Baltimore 21201
Kimco Realty Corp., 500 North Broadway, Ste. 201, Jericho NY 11753

NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY TUESDAY, NOVEMBER 26, 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.

TO: THE DAILY RECORD
Tuesday, November 26, 2019 – Issue

Please forward billing to:
Adam Baker 410-727-6600
Rosenberg, Martin & Greenberg
25 S. Charles Street
Baltimore, MD 21201

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: 2019-0512-SPHA
1238 Putty Hill Avenue
N/s Putty Hill Avenue at the corner of east side of Goucher Boulevard
9th Election District – 5th Councilmanic District
Legal Owners: Talisman Towson

Special Hearing to provide continuation of existing variances for parking granted in Case Nos. 77-230-XA, 96-95-XA and 04-121-SPHA. Variance to permit 2,742 parking spaces for 688,249 square feet of gross leasable area of shopping center being an additional variance of 94 spaces over the variances granted in Case Nos. 77-230-XA, 96-95-XA and 04-121-SPHA.

Hearing: Monday, December 16, 2019 at 1:30 p.m. in Room 205, Jefferson Building, 105 West Chesapeake Avenue, Towson 21204

Michael Mallinoff
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: 2019-0512-SPHA

Property Address: 1238 Putty Hill Ave

Property Description: N/S of Putty Hill Avenue @ corner of E/S of Goucher Boulevard.

Legal Owners (Petitioners): Talisman Towson, LP

Contract Purchaser/Lessee: N/A

PLEASE FORWARD ADVERTISING BILL TO:

Name: Adam Baker

Company/Firm (if applicable): Rosenberg Martin Greenberg LLP

Address: 25 S. Charles St., 21st Floor
Baltimore, MD 21201

Telephone Number: 410.727.6600

Revised 7/9/2015

Date: 11/20/19

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. 2019-0512-SPHA
Special Hearing Variance
Talisman Towson LP
1238 Putty Hill Avenue

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@mdot.maryland.gov).

Sincerely,

Richard A. 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

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE MEMORANDUM

TO: Michael D. Mallinoff
Director, Department of Permits, Approvals and Inspections

DATE: 12/13/2019

FROM: C. Pete Gutwald
Director, Department of Planning

SUBJECT: **ZONING ADVISORY COMMITTEE COMMENTS**
Case Number: 19-512

INFORMATION:

Property Address:	1238 Putty Hill Avenue
Petitioner:	Talisman Towson LP / Kimco Realty Corporation
Zoning:	BL-CCC
Requested Action:	Special Hearing, Variance

The Department of Planning has reviewed the petition for a special hearing to provide for the continuation of existing variances for parking that were granted in cases 77-230-XA, 96-95-XA and 04-121-SPHA. The applicant is also requesting a variance from §409.6.A.2 of the Baltimore County Zoning Regulations (BCZR) to permit 2,742 parking spaces for 688,249 square feet of gross leasable area for a reduction of 94 additional parking spaces.

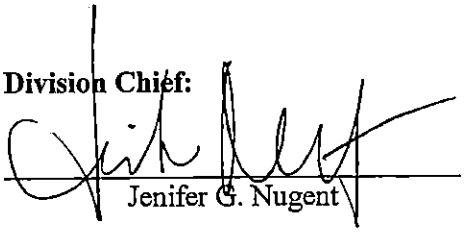
The site is located on the southwestern side of the Towson Place Shopping Center near the corner of Goucher Boulevard and Putty Hill Avenue. The property is zoned BL-CCC.

A site visit was conducted on 12-4-2019. The site is currently used as a Jared Galleria of Jewelry store and sits on the edge of the larger shopping center parking lot where there are underutilized parking spaces.

The Department of Planning has no objection to the Special Hearing request for the continuation of the existing variances on the property and for the new variance request for reduction of the 94 parking spaces.

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

Division Chief:



Jenifer G. Nugent

CPG/JGN/LTM/

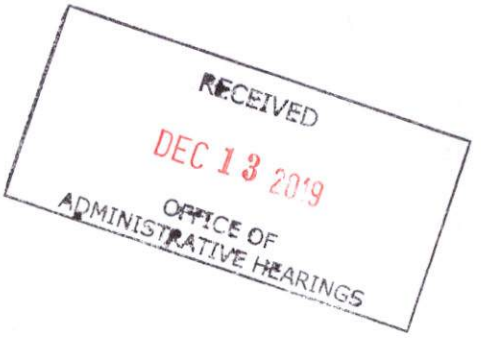
c: Joseph Fraker
Adam Baker, Rosenberg Martin Greenberg, LLP
Office of the Administrative Hearings
People's Counsel for Baltimore County

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE MEMORANDUM

TO: Michael D. Mallinoff
Director, Department of Permits, Approvals and Inspections

DATE: 12/13/2019

FROM: C. Pete Gutwald
Director, Department of Planning



SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
Case Number: 19-512

INFORMATION:
Property Address: 1238 Putty Hill Avenue
Petitioner: Talisman Towson LP / Kimco Realty Corporation
Zoning: BL-CCC
Requested Action: Special Hearing, Variance

The Department of Planning has reviewed the petition for a special hearing to provide for the continuation of existing variances for parking that were granted in cases 77-230-XA, 96-95-XA and 04-121-SPHA. The applicant is also requesting a variance from §409.6.A.2 of the Baltimore County Zoning Regulations (BCZR) to permit 2,742 parking spaces for 688,249 square feet of gross leasable area for a reduction of 94 additional parking spaces.

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The Department of Planning has no objection to the Special Hearing request for the continuation of the existing variances on the property and for the new variance request for reduction of the 94 parking spaces.

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

Division Chief:

Jenifer G. Nugent

CPG/JGN/LTM/

c: Joseph Fraker
Adam Baker, Rosenberg Martin Greenberg, LLP
Office of the Administrative Hearings
People's Counsel for Baltimore County

s:\planning\dev rev\zac\zacs 2019\19-512.docx

12-10-19

RECEIVED
NOV 22 2019
OFFICE OF
ADMINISTRATIVE HEARINGS

BALTIMORE COUNTY, MARYLAND

Inter-Office Correspondence

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

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

DATE: November 22, 2019

SUBJECT: DEPS Comment for Zoning Item # 2019-0512-SPHA
Address 1238 Putty Hill Avenue
(Talisman Towson, LP Property)

Zoning Advisory Committee Meeting of **November 15, 2019**.

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

Reviewer: Steve Ford

C:\Users\snuffer\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\IUMU3D46\ZAC 19-0512-SPHA 1238 Putty Hill Road.doc

PLEASE PRINT CLEARLY

CASE NAME _____
CASE NUMBER 2019-0512-SPHA
DATE 12.16.19

PETITIONER'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E - MAIL
Adam Baker	25 S. Charles St, 21st Floor	Baltimore, MD 21201	abaker@rosenbergmartin.com
Michael Gesell	901 Dulaney Valley Road, Suite 801	Towson, MD 21204	mgesell@bohlereng.com
Caren Garfield	1954 Greenspring Dr. Suite 330	Timonium MD 21093	cgarfield@kimorealty.com

CASE NO. 2019-0512-SPHA

CHECKLIST

Comment Received	Department	Support/Oppose/ Conditions/ Comments/ No Comment
_____	DEVELOPMENT PLANS REVIEW (if not received, date e-mail sent _____)	_____
11/22	DEPS (if not received, date e-mail sent _____)	NO COMMENT
_____	FIRE DEPARTMENT	_____
12/13	PLANNING (if not received, date e-mail sent _____)	NO Obj
11/20	STATE HIGHWAY ADMINISTRATION	no objection
_____	TRAFFIC ENGINEERING	_____
_____	COMMUNITY ASSOCIATION	_____
_____	ADJACENT PROPERTY OWNERS	_____

ZONING VIOLATION (Case No. _____)

PRIOR ZONING (Case No. 04-0121-SPHA)

NEWSPAPER ADVERTISEMENT Date: 11/26/19

SIGN POSTING (1st) Date: 11/26/19 by O'Keefe

SIGN POSTING (2nd) Date: 12-19-19 by "

PEOPLE'S COUNSEL APPEARANCE Yes [X] No [ ]

PEOPLE'S COUNSEL COMMENT LETTER Yes [ ] No [ ]

Comments, if any: _____

Pm 12-16
1:30pm

Debra Wiley

From: Linda Okeefe <luckylinda1954@yahoo.com>
Sent: Saturday, December 14, 2019 11:40 PM
To: Administrative Hearings
Subject: Certifications Case # 2019-0505-A & 2019-0512-SPHA
Attachments: Garrison Forest Rd. Cert. .jpeg; Garrison Forest Rd. Photos.docx; Putty Hill Ave. Cert..jpeg; Putty Hill Ave. Photos.docx

CAUTION: This message from luckylinda1954@yahoo.com originated from a non Baltimore County Government or non BCPL email system. Hover over any links before clicking and use caution opening attachments.

Hi Debbie,

I have a couple of Certs for you of Case # 2019-0505-A @ Garrison Forest Rd. & Case # 2019-0512-A @ Putty Hill Avenue along with photos for your records.
Have a nice day,

Linda

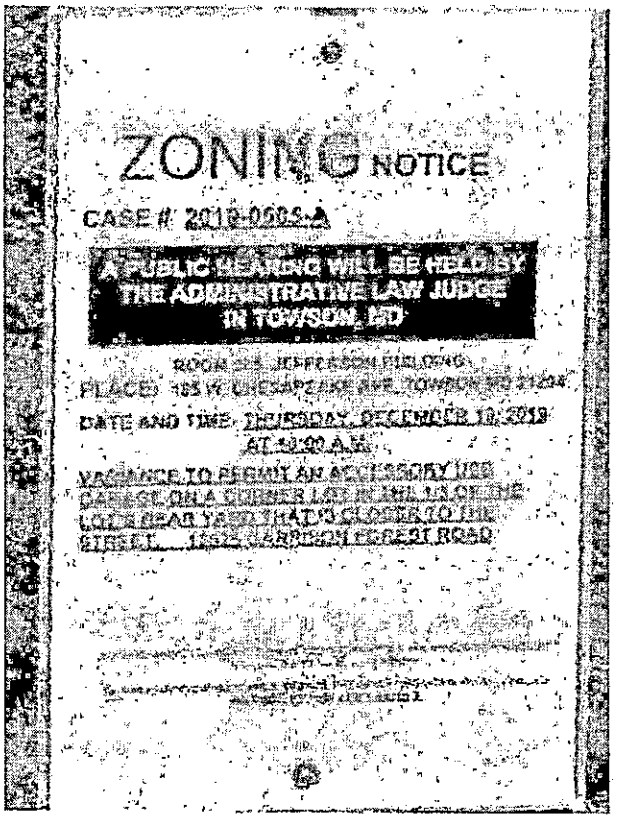
Linda O'Keefe
523 Penny Lane
Hunt Valley MD 21030
Phone # 410-666-5366
Cell# 443-604-6431
Fax# 410-666-0929
luckylinda1954@yahoo.com

SECOND CERTIFICATE OF POSTING

ATTENTION: SHERRY NUFFER
DATE: 12/14/2019
Case Number: 2019/0505-A
Petitioner / Developer: DAVID RANSONE ~ BENJAMIN JENKINS ~ HENRY & TIMOTHY JENKINS
Date of Hearing: DECEMBER 19, 2019

This is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at:
12525 GARRISON FOREST ROAD

The sign(s) were posted on: NOVEMBER 29, 2019
The sign(s) were re-photographed on: DECEMBER 14, 2019



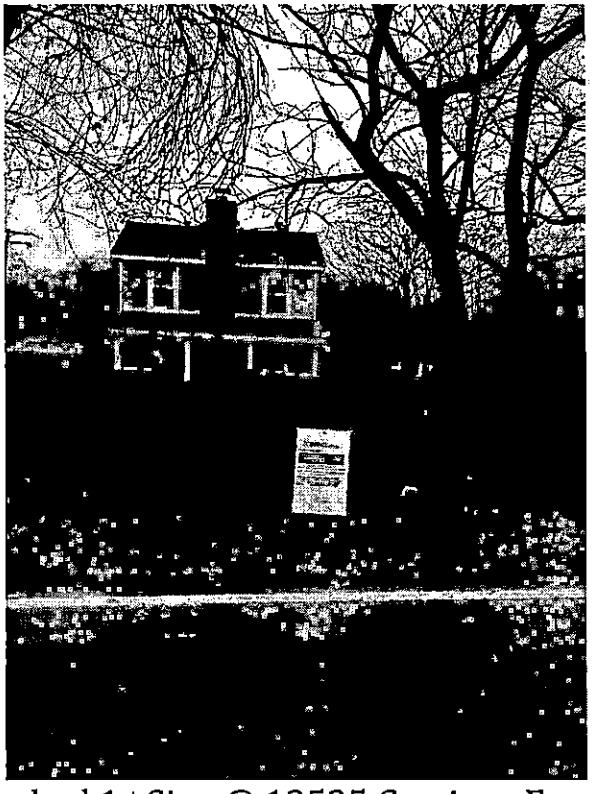
Linda O'Keefe
(Signature of Sign Poster)

Linda O'Keefe
(Printed Name of Sign Poster)

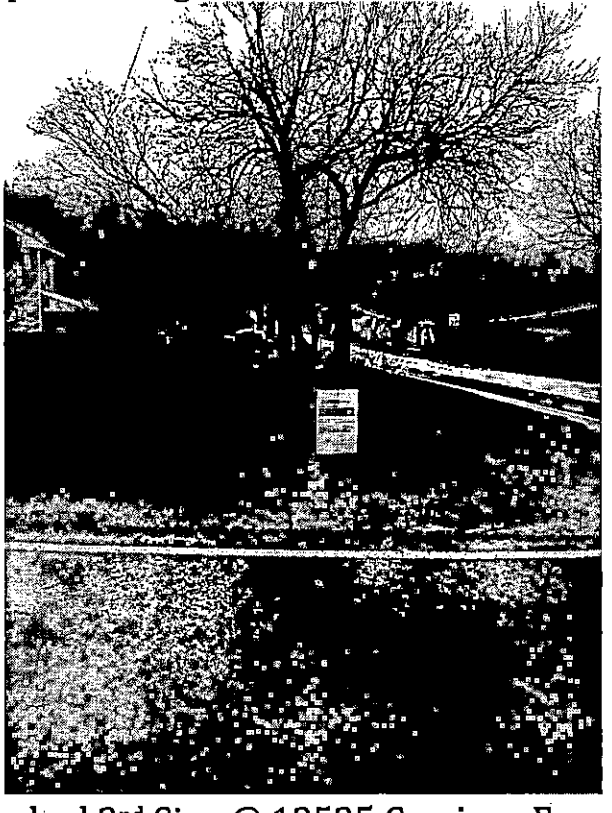
523 Penny Lane
(Street Address of Sign Poster)

Hunt Valley, Maryland 21030
(City, State, Zip of Sign Poster)

410 – 666 – 5366
(Telephone Number of Sign Poster)



Re-Photographed 1st Sign @ 12525 Garrison Forest Rd. ~ 12/14/2019



Re-Photographed 2nd Sign @ 12525 Garrison Forest Rd. ~ 12/14/2019

CASE # 2019-0505-A

IN RE:	PETITIONS FOR SPECIAL HEARING AND VARIANCE **(Towson Place)** 1238 Putty Hill Avenue 9th Election District 5th Council District Talisman Towson, Limited Partnership Owner/Developer	* * * * *	BEFORE THE ZONING COMMISSIONER OF BALTIMORE COUNTY Case No. 04-121-SPHA

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Zoning Commissioner for consideration of Petitions for Special Hearing and Variance filed by the owner of the subject property, Talisman Towson Limited Partnership, through its attorney, John B. Gontrum, Esquire. Specifically, the Petitioners request a special hearing to approve an amendment to the previously approved site plans and orders issued in Cases Nos. 77-230-XA, 96-95-XA, 97-89-SPHX, 98-245-SPH, 00-213-SPH, and 02-204-SPH to provide for new covenants and conditions to replace existing agreements and to approve a new site plan configuration with out parcels away from the center block of stores. In addition, special hearing relief is requested to continue the existing parking variances granted in Cases Nos. 77-230-XA and 96-95-XA, and to confirm and continue the Gross Leaseable Area Closing, pursuant to the relief granted in the Hearing Officer's Opinion and Development Plan Order in Case No. 02-204-SPH. In addition, variance relief is requested from Section 409.6.A.2 of the Baltimore County Zoning Regulations (B.C.Z.R.) to permit 2,776 parking spaces for 676,300 gross leaseable area of shopping center, being an additional variance of 108 spaces over the variances granted in Cases Nos. 77-230-XA and 96-95-XA. The zoning relief requested is more particularly described on the site plan entitled "2nd Amended Proposed Conditions Development Plan, Dwg. No. D-1C" prepared by KCW Engineering Technologies,

Inc., which was submitted into evidence and marked as Petitioner's Exhibit 1. A red-lined copy indicating the changes sought was submitted as Petitioner's Exhibit 1A.

The subject property is an irregular shaped parcel located between Putty Hill Avenue and Joppa Road in Towson. The property contains a gross area of approximately 43 acres, primarily zoned B.L. and has been improved with a shopping center for many years. The site has been redeveloped over the years and is now known as Towson Place. The current request seeks approval for additional out parcel development of 6,000 sq.ft. next to the western entrance to the center from Putty Hill Avenue and out parcel development of 10,000 sq.ft. adjacent to the entrance from Joppa Road. It is also to be noted that an Agreement has been reached between the Owners and five community groups; namely, Towson Estates Association, Inc., The Fellowship Community Association, Inc., Associates of Loch Raven Village, Inc., The Knettishall Improvement Association, Inc. and The Cromwell Valley Association, Inc. relative to the proposed improvements. At the request of the parties, the existing agreements and conditions noted in the previous orders shall be replaced by this one Agreement and the conditions shall be added to this Order.

The history of this project is long and tortuous. The most recent case came before this office under Case No. 02-204-SPH. In fact, as of the date of the hearing in the instant matter (October 31, 2003), a Motion for Reconsideration was pending in Case No. 02-204-SPH. As the issues presented by that Motion are resolved by the decision contained herein, the Motion shall be considered moot.

Appearing at the requisite public hearing in support of the proposed zoning relief were James Schlesinger, on behalf of the managing partner of Talisman Towson Limited Partnership; Douglas Kennedy and Mark Tsitlik of KCW Technologies, Inc., and John B. Gontrum, Esquire,

Attorney for the Owner/Developer. The five community groups who are parties to the proposed new covenant Agreement, were represented by Michael Tanczyn, Esquire. Kim McGavin, Esquire, appeared on behalf of Loch Raven Village, Inc. In addition, Donna Spicer appeared and spoke on behalf of the Loch Raven Community Council and the Loch Raven Business Association, and J. Donald Gerding appeared and spoke on behalf of the Greater Towson Council of Community Associations, Inc (GTCCA). The hearing proceeded by means of proffers by the various parties.

Preliminarily, Mr. Gerding presented a letter dated October 21, 2003, signed by himself as zoning chairman and by Donald R. Wright as President of the GTCCA. That letter expressed concerns about existing and potential traffic patterns near the property. First, GTCCA fears that a dangerous condition will be created by patrons who will attempt to make a U-turn into the site through the proposed new entrance on Goucher Boulevard. Second, GTCCA fears that exiting patrons from the property utilizing the proposed entrance on Goucher Boulevard will attempt a U-turn at Prince Road into southbound traffic. In order to prevent these dangerous movements, GTCCA proposes the placement of certain signage prohibiting U-turn movements at the median breaks on Goucher Boulevard. This recommendation was endorsed by the Office of Planning in its amended Zoning Plans Advisory Committee comment, which recommended this action as a condition to the approval of the site plan and zoning relief. The GTCCA had no negative comments with respect to the sought zoning relief and was supportive of the Declaration and Agreement, to which some of its constituent members are parties.

The Declaration and Agreement specifically defines a maximum build-out area. In addition, it provides for the precise location of any outbuildings and their maximum size. The Declaration and Agreement further restricts the uses that are permitted within the center and the

perimeter of the strip center build-out. Moreover, there are other matters covered in the Declaration and Agreement. The parties agree that this Agreement shall be attached hereto and made a part hereof and a fully executed copy of same was presented for incorporation into this Order. It is the intent of the parties that this Declaration and Agreement shall be enforced as part of this Order.

As noted above, this property has previously been the subject of several zoning and development hearings, which have included conditions and agreements attached to approvals granted in the Orders approving various zoning and development requests. In addition, the former Deputy Zoning Commissioner retained on-going jurisdiction over the center build-out. The parties have agreed that the former Deputy Zoning Commissioner's on-going jurisdiction is no longer necessary and the offered Declaration and Agreement is intended to replace the previous agreements. Indeed, it was proffered that much of the relevant substance of the prior conditions has been incorporated into the current agreement to the satisfaction of the signatories.

Although incorporating the Declaration and Agreement herein is appropriate, the parties are concerned about the impact upon that agreement which may result from an action in the Circuit Court for Baltimore County (Case No. 03-C-01-00006). That action is between the parties identified herein and is now pending before the Court. The parties have agreed to request that the Court adopt the new Declaration and Agreement and render null and void certain former covenants among the parties or their predecessors recorded within the Land Records of Baltimore County in Liber 8244, folio 59. Neither the community groups represented by Mr. Tanczyn or the Petitioner desire that the old covenants and the new Declaration and Agreement operate at the same time. Accordingly, it has been requested and agreed among the parties that in the event the Declaration and Agreement incorporated herein is not adopted by the Circuit

Court, this Order shall be null and void. Moreover, any future development proceedings and hearings shall occur under the terms of the previous agreements and orders. I am persuaded that since the parties have negotiated an Agreement to determine the conduct of their affairs that it is appropriate either to adopt that Agreement as part of this Order or, failing its effectiveness in Court, to maintain the status quo without prejudice to the rights of any party to seek further relief.

The subject site has long been used as a retail center with varying degrees of success. One of the comments made by the Office of Planning referenced necessary repairs to a portion of the parking area, which has deteriorated due to a lack of traffic and parking. A significant portion of the interior of the center, 21,100 sq.ft. on the lower level and 14,700 sq.ft. on the upper level, are no longer in use. Subtracting these areas from the total gross leasable area and adding the 16,000 square feet of out parcel building results in a total gross leasable square footage of 676,300. In order to support this amount of shopping center space, Section 409.6A.2 of the BCZR requires 3,382 parking spaces. In the event that out-parcels and/or new buildings are located over existing parking, there will be only 2,776 parking spaces available. Previously, variance relief was granted to allow 498 spaces less than required (See Case Nos. 77-230 XA and 96-95-XA). Even after utilizing that relief, there is still a shortage of 108 spaces under the current plan. The unique building configuration and uniqueness of the site itself indicate that special conditions exist that warrant the additional parking variance requested. I am persuaded that the parking variance is justified based on the proffers that were made and given existing conditions at this site and the lack of use of the available parking.

Donna Spicer on behalf of the Loch Raven Community Council suggested that in lieu of the request to close off gross leasable area within the existing buildings, that an additional

variance for parking be sought. In prior Case No. 02-204-SPH, the Deputy Zoning Commissioner examined at length the concept of closing off and making unusable previously counted Gross Leasable Area. If the area is not leasable, parking for that square footage is not required. I am persuaded that, in these circumstances, closing off the requested areas or portions thereof as may be requested by the Owner/Developer is appropriate, rather than increasing the extent of the variance. It was further suggested at the hearing that should any of the interior space now proposed to be closed be reshaped to become usable, that the Petitioner would specify the amount and location of out parcel area which would not be built in order to provide the required parking. In no event, however, may the Owner/Developer provide less than 2,776 parking spaces to support 676,300 square feet of gross leasable area. If less square footage of gross leasable area is constructed, then less parking may be required based on the variances granted.

All parties wished to provide flexibility to the Owner/Developer in the redevelopment of its site. I am mindful that the Declaration and Agreement restricts the Owner/Developer or its lessees from seeking any further zoning relief with respect to parking. The Owner/Developer further proffered that the ratio of parking spaces to 1,000 square feet of gross leasable area would not go below 4.1 spaces per thousand and that no further area other than as indicated on Petitioner's Exhibits 1 and 1A would be closed. With that understanding and the terms of the Declaration and Agreement, I am persuaded to grant the variance requested with the understanding that the gross leasable area may come from the interior strip area and existing out parcels or from the proposed out parcels or from a combination of both.

A final issue was raised pertaining to the westernmost entrance onto the site from Putty Hill Avenue. The proposed site plan, Petitioner's Exhibit 1A, seeks to modify the entrance as part of an agreement with the community groups under the Declaration and Agreement and as

part of its agreement with the Loch Raven Community Council. This proposed configuration was opposed, however, by Rahee Famili, a representative of the Bureau of Traffic Engineering in the Department of Public Works. Mr. Famili agreed that the proposed entrance change would decrease the potential for backups on or into the public right of way, especially with the concurrent opening of the limited entrance to and from Goucher Boulevard. He was concerned, however, about internal circulation, which directs cars exiting from the center by means of Putty Hill Avenue through the parking area. The site plan indicates several entrances and exits from Putty Hill Avenue. Alternatively, he proposed closing off access to the entrance from cars coming from the proposed out parcel sites adjacent to the access to Putty Hill or maintaining the existing entrance configuration.

In the Declaration and Agreement, the parties agreed to the use of the entry and exit from Goucher Boulevard on a trial basis, to determine if it improved an existing condition. Any party may after two years request that that curb cut be closed for safety concerns, and the matter will be decided by Special Hearing. A similar approach is appropriate for this entrance. Obviously, all agree that an unsafe condition should be avoided. I am persuaded that the representatives of the surrounding community groups; i.e. those individuals most familiar with traffic conditions in the area, believe that the reconfigured entrance as proposed is safe and better than the existing condition. Accordingly, the proposed Goucher Boulevard curb cut and reconfiguration of Putty Hill Avenue as shown on the site plan shall be implemented. At any time after six (6) months of usage any party, including the Bureau of Traffic Engineering for Baltimore County, may seek to have the matter reviewed based on the then operation of these points of access. Changes to the plan shall be considered through a Petition for Special Hearing and public hearing thereon.

Pursuant to the zoning regulations of Baltimore County as contained within the B.C.Z.R., the advertising of the property and public hearing held thereon, the Petitions for Special Hearing and Variance shall be granted, subject to the restrictions set forth hereinafter.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 17th day of November, 2003 that the Petition for Special Hearing to amend the previously approved site plans and orders issued in Cases Nos. 77-230-XA, 96-95-XA, 97-89-SPHX, 98-245-SPH, 00-213-SPH, and 02-204-SPH to provide for new covenants and conditions to replace the covenants and conditions contained therein and to adopt a new site plan configuration with out parcels, to provide for the continuation of existing zoning variances granted in Cases Nos. 77-230-XA and 96-95-XA, and to continue the permitted closing of gross leasable area, in accordance with Petitioner's Exhibits 1 and 1A, be and is hereby GRANTED; and,

IT IS FURTHER ORDERED that the Petition for Variance seeking relief from Section 409.6A.2 to permit 2,776 parking spaces for 676,300 gross leasable area of shopping center being an additional 108 spaces over the variances granted in Cases Nos. 77-230-XA and 96-95-XA so that a parking ratio of 4.1 spaces per thousand square feet of gross leasable area be established, be and is hereby GRANTED; and,

IT IS FURTHER ORDERED that the Motion for Reconsideration of the Hearing Officer/ Deputy Zoning Commissioner's Order in Case No. IX-386 and 02-204-SPH, be and is hereby DISMISSED as moot; and,

IT IS FURTHER ORDERED that the relief granted is subject to the following conditions:

1. That the Declaration and Agreement entered as Petitioner's Exhibit 2 and attached hereto is made a part of this Order and subject to enforcement as part of the approval of the relief sought herein, provided further that said covenants are adopted by the Circuit Court of Baltimore County in Case

No. 03-C-01-00006. In the event that said Declaration and Agreement is not adopted in said case as a binding agreement among the parties thereto replacing existing agreements, then this Order in its entirety shall be null and void, and any further Petitions shall be made based on the site plans and orders previously approved and adopted.

2. That the Petitioner make the adjustments to the Putty Hill Avenue entrance on the site as shown on Petitioner's Exhibits 1 and 1A concurrent with the opening of the entrance onto Goucher Boulevard subject to a six month trial to determine whether the entrance reconfiguration works as planned and proposed. In the event that any party including representatives of Baltimore County are dissatisfied over the working of the reconfigured entrance after that time then this issue may be revisited in hearing before me at that time.

3. That the no U-turn signs proposed in the letter dated October 21, 2003 by the GTCCA, and recommended in the revised comments by the Office of Planning, be adopted and recommended to the Bureau of Traffic Engineering, to be constructed as described at the median breaks on Goucher Boulevard.

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

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

DECLARATION AND AGREEMENT

TALISMAN TOWSON LIMITED PARTNERSHIP,
a Maryland limited partnership,

formerly known as TOWSON MARKETPLACE LIMITED PARTNERSHIP
("Declarant")

and TOWSON ESTATES ASSOCIATION, INC., THE FELLOWSHIP COMMUNITY ASSOCIATION, INC., ASSOCIATES of LOCH RAVEN VILLAGE, INC., THE KNETTISHALL IMPROVEMENT ASSOCIATION, INC., and CROMWELL VALLEY COMMUNITY ASSOCIATION, INC.
(collectively, the "Associations").

DECLARATION AND AGREEMENT

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DECLARATION AND AGREEMENT

This DECLARATION and AGREEMENT (this "Agreement") is made this 31st day of October 2003, by and among TALISMAN TOWSON LIMITED PARTNERSHIP, a Maryland limited partnership, formerly known as TOWSON MARKETPLACE LIMITED PARTNERSHIP ("Declarant"), and TOWSON ESTATES ASSOCIATION, INC., THE FELLOWSHIP COMMUNITY ASSOCIATION, INC., ASSOCIATES of LOCH RAVEN VILLAGE, INC., THE KNETTISHALL IMPROVEMENT ASSOCIATION, INC., and CROMWELL VALLEY COMMUNITY ASSOCIATION, INC. (collectively, the "Associations").

RECITALS

A. Declarant is the owner by virtue of a deed dated March 1, 1995, and recorded among the land records of Baltimore County in Liber 10961, folio 001, of 43.12 acres of land, more or less, situate and lying in the Ninth Election District of Baltimore County, Maryland, bounded on the north by Joppa Road, on the east by an existing office park, on the south by Putty Hill Avenue, and on the west by Goucher Boulevard and Prince Road, known as "Towson Place", all as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property"). The Property is developed with a retail shopping center (the "Shopping Center").

B. The Associations are the representatives of their respective communities, and the members of the Associations are the owners of residential real property in areas known informally as Towson Estates, Loch Raven Village, Fellowship Forest, Knettishall and Cromwell Valley. These residential communities are located in the vicinity of the Property. The Associations are the sole representatives of the residential communities and are authorized and empowered to act on behalf of their members.

C. Declarant has commenced litigation in the circuit court of Baltimore County against the Associations and the Campus Hills Community Association, all of whom, along with Declarant's predecessor in title, were parties to a Declaration and Agreement dated August 3, 1989, recorded among the Land Records of Baltimore County in Liber 8244, folio 59 (the "Bramalea Agreement"). One of the primary purposes of the litigation is to determine the rights and interests of the parties to the Bramalea Agreement given perceived ambiguities in that agreement.

D. The Associations, which are parties hereto, signed the Bramalea Agreement as follows: Towson Estates Association, Inc. as "Towson Estates Association, Inc"; Associates of Loch Raven Village, Inc. as "Associates of Loch Raven Village, Inc.", The Knettishall Improvement Association, Inc. as "The Knettishall Community Association", an unincorporated association, The Fellowship Community Association, Inc. as "Fellowship Forest Community Association", an unincorporated association and Cromwell Valley Community Association, Inc. as "Cromwell Valley Community Association", an unincorporated association.

E. The parties hereto wish to settle and resolve the pending litigation and declare for themselves the Bramalea Agreement to be null and void and to replace it with this Agreement, which Declarant agrees to promptly record among the Land Records of Baltimore County after a final Order issued by Baltimore County in related zoning and development cases and incorporated by Consent Order in Baltimore County Circuit Court, Case No.: 03-C-01-00006. As part of the pending litigation against all parties of the Bramalea Agreement, that agreement is to be declared null and void.

F. The Declarant also executed on March 18, 1997, a Partial Termination of Declaration and Agreement, recorded among the land records of Baltimore County originally in Liber 12509, folio 582, and rerecorded in Liber 12515, folio 183, which among other things purported to terminate unilaterally a portion of the Bramalea Agreement, and which document the parties hereto also wish to declare null and void.

G. Declarant's predecessor in title also entered into an Agreement, dated July 31, 1958, and recorded among the Land Records of Baltimore County in Liber 3602, folio 52 (the "Eudowood Agreement"). No part of that agreement is intended to be modified or addressed by this Agreement.

H. By this Agreement the parties hereto intend to determine the future use, size, and scope of development on the Property, to ensure appropriate parking for the uses on the Property and to blend the commercial usage of the Property into the surrounding residential communities.

I. The parties hereto further agree to amend previous agreements among the parties hereto including the Addendum to Agreement dated December 17, 1999, between Talisman Limited Partnership t/a Towson Market Place and C.A.M.M., Inc. (an unincorporated association). Said Addendum to Agreement was incorporated by reference in Baltimore County Zoning Case No. 00-213-SPH, giving certain of the Associations review authority and modified a previous Agreement attached to Baltimore County Zoning Case No. 98-245-SPH. C.A.M.M., Inc. no longer exists as an entity.

J. The parties acknowledge that redevelopment or expansion of the Property is subject to the development regulations of Baltimore County as they may exist or be amended from time to time, and that currently the development of the Property is subject to various zoning and development orders, the amendment of which

may be a condition precedent to the development changes and issues recited herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, restrictions and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Declarant, for itself, and its successors and assigns, and the Associations, for themselves, their members and their successors and assigns hereby covenant and agree as follows:

Declarant and the Associations are the same parties or are the legal successors and assigns to the parties executing the Bramalea Agreement with the exception of the Campus Hills Association, Inc., against which a default judgment has been entered in Baltimore County Circuit Court Case No. 03-C-01-000.

Declarant and the Associations hereby declare the previous Declaration and Agreement dated August 3, 1989 and the Partial Termination of Declaration and Agreement dated March 18, 1997, to be null and void upon the incorporation of the Agreement by consent order in Baltimore County Circuit Court Case No.03-C-01-00006, and agree that this Declaration and Agreement shall be substituted therefor.

Declarant and the Associations hereby agree that relevant portions of the C.A.M.M. Amendment incorporated by reference in Baltimore County Zoning Case No. 00-213-SPH, giving certain of the Associations review authority and which modified a previous Agreement attached to Baltimore County Zoning Case No. 98-245-SPH, are incorporated herein. C.A.M.M., Inc. no longer exists as an entity.

Declarant and the Associations hereby restate the facts, intentions, representations and warranties as set forth in the Recitals as covenants, representations and warranties as part of this Agreement.

This Agreement shall become effective upon the signing hereof subject to its adoption in the zoning and development cases noted herein and its incorporation by consent into an order in Baltimore County Circuit Court Case No.03-C-01-000006 that shall be binding upon the parties hereto and the Campus Hills Community Association, Incorporated. In the event that this Agreement is not adopted in the zoning and development cases noted herein or is not incorporated by consent order in Baltimore County Circuit Court Case No. 03-C-01-000006 then this Agreement shall become null and void, and the Bramalea Agreement and C.A.M.M agreement and amendment shall be reinstated as if this Agreement had not been written. Further, if this Agreement is not adopted in the zoning and development cases noted herein, or is not incorporated by Consent Order in Baltimore County Circuit Court, Case No. 03-C-01-00006, then Declarant agrees to withdraw all zoning Petitions filed pursuant hereto and to refile anew under the reinstated Agreements.

ARTICLE I

A. Use Restrictions.

1. Permitted Uses. The Property may be used for any and all uses now or in the future permitted in a BL-CCC zone, or other zoning classification applicable to the Property, or as allowed pursuant to the Baltimore County Zoning Regulations, as same may be amended or revised from time to time, or as allowed at law irrespective of any zoning classification except as prohibited herein by this Agreement.

2. Prohibited Uses. The following uses shall not be permitted except to the limited extent that they may be permitted under current leases:

a. Tourist home, boarding or rooming house;

b. Group home;

c. Freestanding fast-food or drive-in or carry-out restaurant facilities (not including standard restaurants with carry-out);

d. Dormitories, and fraternity and sorority houses;

e. Arcade;

f. Billiard and pool rooms;

g. Dry cleaning plant;

h. Drug Treatment Center;

i. Fortune-telling establishment;

j. Fuel service station;

k. Golf Course;

l. Golf Driving Range;

m. Heliport Type II;

n. Helistop;

o. Medical Clinic;

p. Public Utility service center;

q. Rail passenger station;

r. Social clubs and fraternal organizations (excepting any of the Associations may conduct meetings or events at the Property);

s. Tavern;

t. Transit facilities (not including bus stops);

u. Hotel;

v. Marina;

w. Motel or motor court;

x. Sludge disposal facility of any kind or nature

y. Volunteer fire company;

z. Wireless communication towers;

aa. Freestanding auto repair operation;

bb. After hours club;

cc. Free standing nightclub or bar not operated in connection with a restaurant;

dd. Boatyard;

ee. Car wash;

ff. Animal boarding facility;

gg. Funeral establishment;

hh. Pawn shop;

ii. Bailbondsman.

jj. Movie Theaters in excess of six (6) screens.

3. Hours of Operation. The hours of operation of the permitted uses of right shall be limited to those that are customary in Baltimore County for each of the respective uses.

4. Expansion or Redevelopment of Center.

a. Declarant agrees that the Property shall not contain more than 760,000 square feet of gross building area including common areas but excluding parking lots, sidewalks and driveways. The square footage of developed area existing and proposed hereunder is certified by Declarant's Engineer on Exhibit B, attached hereto and made a part hereof.

b. Declarant agrees that the building envelope of the in-line retail stores may not be expanded beyond the limits indicated on Exhibit C, attached hereto and made a part hereof.

c. Declarant agrees that the height of any new or modified in-line stores shall not exceed fifty-five (55) feet.

d. Declarant agrees to limit any above-ground parking extending from the current building envelope to a one-tier parking deck as indicated on Exhibit C. Nothing herein, however, shall prevent the conversion of interior building area on the Property to parking area except as otherwise limited herein as to height.

e. Out parcel development, meaning buildings separated from the in-line stores, in quadrant two as shown on Exhibit C shall be limited to no more than 10,000 square feet in the area indicated in the building envelope area indicated in Exhibit C including permitted restaurant use within quadrant two, which shall be no more than 6,000 square feet.

f. Additional development in quadrant three as shown on Exhibit C shall be limited to no more than 6,000 square feet in the area indicated on Exhibit C.

g. Except as permitted herein Declarant agrees that there shall be no additional out parcel development.

h. No new out parcel development shall exceed eighteen (18) feet in height.

i. No signage on any out parcel or freestanding building shall be higher than the roofline of the building.

B. Parking and Entrances.

1. Upon approval by the appropriate departments of Baltimore County the Declarant shall reconfigure the westernmost entrance from Putty Hill Avenue by providing only in-bound access to the in-line stores and access to and from the out parcels in quadrant three. The configuration of the entrance shall be as indicated on

Exhibit D, attached hereto and made a part hereof, as may be approved by the Baltimore County Hearing Officer pursuant to the hearings hereafter described in this Agreement.

2. The Declarant shall be permitted a right turn in and right turn out only access point on Goucher Boulevard as indicated on Exhibit D. This access shall be allowed to remain open for a period of not less than two years after which time any party hereto may petition for a hearing on its closure to the Baltimore County Office of Permits and Development Review, or its successors, due to safety concerns. The decision of the Hearing Officer after hearing shall be binding on all parties, and ALL PARTIES AGREE TO WAIVE ANY RIGHTS OF APPEAL FROM THAT DECISION.

3. In the event that access to the Property from Prince Road is obtained in a location and configuration satisfactory to Baltimore County, such entrance shall substitute for the Goucher Road entrance, which shall be closed.

C. Appearances and Maintenance.

1. Facades. Any future façade modifications or facades for newly constructed outparcels shall be forwarded to a committee of the Loch Raven Community Council (LRCC) or its successors formed for that purpose and hereinafter called the "Committee". The Committee shall consist of the representatives to the LRCC of the community associations of Towson Estates Associations, Inc., The Fellowship Community Association, Inc., Associates of Loch Raven Village, Inc., and The Knettishall Improvement Association, Inc. The Declarant's proposed changes to facades involving adding, removing or modifying architectural structures, color changes or sign modifications other than name changes shall be submitted to the Committee for review. The Committee has thirty (30) days from date of receipt of the drawings or descriptions of the proposed change (s) to review said changes and to request a special hearing before

the Baltimore County Zoning Commissioner. If this request for hearing is not made within the thirty (30) day period, the proposed change will be subject only to the Baltimore County development and permit process.

2. Lighting.

a. Lighting for buildings as well as parking areas on the Property shall be erected to reflect light away from neighboring residential areas, and lighting for the entire Property shall be directed down and away from neighboring residential areas and shall be reduced to security level during those hours when the Shopping Center is not open for business.

b. Declarant shall shield all parking lot lights, with the shields to extend below the bulbs with the goal of providing minimum amount of light leaving the property. With the exception of the lights directly on Goucher Boulevard (which lights are directly adjacent to the property line) the bulbs shall be shielded in such a way that the bulbs are not visible from the property lines of the Property.

c. The Declarant may turn on the illuminated store signage when the stores are open for business and will turn off all illuminated store signage daily within one-half (1/2) hour of the individual store's closing to the public for retail sales. The parking lot lights and all other illuminated signage in each area of the Property will be turned off daily within one (1) hour of the stores in that area closing to the public for retail sales. For the purposes of this provision, Property shall be said to consist of three (3) areas: southeast (with stores adjacent to Loch Raven Village and the office park), north (with stores adjacent to Joppa Road) and west (with stores adjacent to Goucher Boulevard). Lights on the parking lot in the west section will remain on as long as the food store operates 24 hours per day. Should, however, after shielding of the parking lot

lights it be found that light spillage onto adjacent properties no longer occurs, the enforcement of the turning off of the parking lot lights as above described may be waived by the Associations. Notwithstanding anything herein stated to the contrary, those lights immediately adjacent to the retail stores may remain illuminated until the employees depart, and a minimum number of lights, sufficient to ensure public safety after retail hours and inhibit unauthorized use of the parking area, will remain illuminated.

3. Screening Wall.

a. Declarant shall maintain the screening walls along Joppa Road in good order and repair, and if necessary to affect such condition, shall replace such walls with the same kind or like materials used in the existing wall.

b. Declarant agrees to abide by the terms and conditions of the Eudowood Agreement with respect to the height of the Joppa Road wall.

c. Declarant shall re-landscape the area south of the Joppa Road wall by evergreens as shown on Exhibit E between the wall and the parking lot area.

4. Landscaping.

a. Declarant shall install and thereafter regularly maintain landscaping on the Property in good order, including but not limited to replacing any dead or diseased plant material.

b. Declarant shall provide a continuous hedge of a four (4) foot high fence/trash barrier, aesthetically pleasing, from the corner of Goucher Boulevard to the easternmost property line on Putty Hill Avenue, leaving existing walls in place. The hedge shall be composed of evergreen shrubs of yew (Taxus Meia Wadii) or comparable to existing planted shrubs. The shrubs shall be planted in double, staggered rows with plants in each row three (3) feet apart center-to-center, where the width of the planting

area allows, with a minimum container size of three (3) gallons. Where required by the narrowness of the available planting area, the shrubs shall be planted in single rows with plants in each row two (2) feet apart from center-to-center. The Declarant shall be responsible to maintain and replace shrubbery as needed. It is the objective of such barrier, and it shall be so designed, to stop trash and other debris from blowing offsite into the adjacent community and property across Putty Hill Avenue.

D. General Provisions.

1. Hearings and Variances. The parties hereto agree to support the provisions of this Agreement before reviewing agencies including the support of such parking variances as may be necessary to achieve the reconfigured access and parking areas including use of the out parcels per the attached Exhibits C and D, and Declarant covenants not to seek nor to allow its tenants to seek additional parking variances.

2. Silence on Uses. Nothing contained herein is intended to preclude any party or any member of any party hereto from seeking or objecting to uses or development unless specifically permitted or prohibited herein.

3. Development Regulations. Further changes to the configuration of the out parcels, access and parking areas may be subject to review and approval by various government agencies and may be subject to public hearing. Failure to obtain approval as required of access, parking or out parcel shall not be deemed a failure to comply with the terms of this Agreement, but this Agreement shall not become effective and replace the existing Agreement unless this Agreement and plans are finally adopted by Baltimore County's zoning and development review processes.

4. Tenant's Notice. Declarant will inform the Tenants of the Shopping Center of the terms of this Declaration and Agreement.

ARTICLE II

A. Pending Litigation. The parties hereto agree to enter into a consent order in Case No. 03-C-1-000006 in the Baltimore County Circuit Court terminating the Declaration and Agreement among the signatory parties hereto dated August 3, 1989, known as the Bramalea Agreement and the Partial Termination of Declaration and Agreement dated March 18, 1997. Open costs of said litigation shall be paid by the Declarant.

B. Recordation. Declarant shall cause this Declaration and Agreement to be recorded among the Land Records of Baltimore County at its sole cost and expense within ten (10) days after a final Order issued by Baltimore County in related zoning and development cases as described below and after a consent Order is issued in Baltimore County Circuit Court Case No. No.03-C-01-000006 that shall be binding upon the parties hereto and Campus Hills Community Association, Inc. If Declarant fails to record this Declaration and Agreement, as stated, any party hereto may record these covenants thereafter, and Declarant shall reimburse costs of same within thirty (30) days of recording.

C. Zoning and Development Files. The parties agree that this Agreement shall be attached to and made a part of the zoning and development files pertaining to the Property in the case to be filed to amend the existing zoning and development plans as well as to seek the variances described herein.

D. Modification. This Agreement may not be modified by the parties hereto, or by any hearing officer or court except by the express written consent of the parties hereto, their successors and assigns, which writing shall be recorded among the land records of

Baltimore County.

E. Enforcement. This Agreement shall be enforceable by the parties, their successors and assigns, and by Baltimore County as part of its code enforcement of its zoning and development orders.

F. Term. This Agreement shall have a term of thirty (30) years from the date hereof above written and shall expire thirty (30) years from the above-written date after which time it shall no longer be binding upon the parties hereto nor enforceable by them as part of any Baltimore County zoning or development order. Notwithstanding the foregoing nothing stated herein is intended to represent that Baltimore County is in any way limited in the enforcement of its orders by provisions contained herein.

G. Eudowood Agreement. Nothing contained herein is in any way intended to address, modify, replace or void the Agreement between Declarant's predecessor in title and various individuals and entitles dated July 31, 1958, and recorded among the land records of Baltimore County in Liber 3602, folio 052. The parties hereto do not represent, and cannot, by executing this Agreement, bind the individual landowners of Towson Estates, a residential community located on the north side of Joppa Road, who are parties to the Eudowood Agreement.

ARTICLE III

MISCELLANEOUS

A. Captions. All captions in this Agreement are for convenience only and do not in any way define, limit, amplify or describe the scope of the provisions hereof and shall not be utilized to interpret the provisions of this Agreement.

B. Covenants to Run with the Land. The covenants and restrictions hereby imposed in this Agreement on the use and development of the Property shall be interpreted as

covenants running with the land and shall be binding upon Declarant and its successors and assigns.

C. No Third Party Beneficiaries; Successors or Assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any other person or entity any right, remedy or claim under this Agreement or by reason hereof except as otherwise stated herein. This Agreement is personal to the Associations and may not be assigned by the Associations to any other person or entity other than a lineal successor to a signatory Association.

D. Notice of Default, Waiver of Default. In the event the Associations or Declarant determines that there exists an alleged breach of this Agreement by the other, such party shall give the alleged default party written notice thereof and an opportunity to cure the same, at least sixty (60) days prior to instituting an action against such party to enforce the terms of this Agreement.

E. Governing Laws. This Agreement shall be construed and governed in accordance with the laws of the State of Maryland.

F. Remedies. The Associations and the Declarant hereby agree that any remedy at law for any breach by Declarant or the Associations of any of the terms, covenants or conditions of this Agreement may not be adequate, and further agree that in addition to all other remedies available at law or in equity, the Associations or the Declarant shall have the right to seek to restrain by injunction any violation or threatened violation by either, of any of the terms, covenants or conditions hereof and by decree to seek to compel its performance of any such terms, covenants or conditions.

G. NOTICES.

1. Each notice, demand, request, consent, approval, disapproval or

designation, each of which is herein referred to as a "Notice," that Declarant or the Associations are required or desire to give or make or communicate to the other shall be in writing and shall be deemed to have been validly given five days after such Notice has been mailed by certified or registered mail, postage prepaid, return receipt requested or delivered by hand against receipt therefor, to the address(es) below or as otherwise established pursuant to Section B below.

If to Declarant:

Talisman Towson Limited Partnership

c/o Schlesinger Companies, Inc.
1500 San Remo Avenue, Suite 135
Coral Gables, Florida 33146
Attn: James Schlesinger

With a copy in like manner to:

Fischbein, Badillo, Wagner & Itzer
909 Third Avenue, 17 Floor
New York, New York, 10022
Attn: Robert Claeson, Esquire

If to the Associations:

Towson Estates Association, Inc.
119 Edgewood Road
Towson, Maryland 21204

The Knettishall Improvement Association, Inc.
1659 Thetford Road
Towson, Maryland 21204

The Fellowship Community Association
1200 Stevenson Lane
Towson, Maryland 21286

Associates of Loch Raven Village, Inc.
P.O. Box 9721
Baltimore, Maryland 21284-1221

The Cromwell Valley Community Association, Inc.
942 Beaverbank Circle
Towson, Maryland 21286

With a copy in like manner to:

Michael P. Tanczyn, Esq.
606 Baltimore Avenue, Suite 106
Towson, Maryland 21204-4098

2. Additional Address; Change of Address. The Associations and the Declarant, from time to time, may each designate up to two (2) additional persons and addresses entitled to receive copies of all Notices sent hereunder provided the addresses are furnished as herein-above required. Any party hereto may change its address set forth in Section A above by sending Notice of such change to the persons and addresses provided hereinabove.

3. Form of Notice. Each Notice sent pursuant to this Agreement must state (or must be accompanied by a cover letter that states) that such Notice is being sent pursuant to this Agreement and shall state the Section (s) of this Agreement pursuant to which Notice is given.

H. Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any part of the Property to or for the general public, or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to the purposes herein expressed.

I. Lender's Approval. Declarant agrees to make its best efforts to obtain Lender's Approval of this Agreement.

J. Bankruptcy. In the event of a filing for bankruptcy protection by the Declarant, Declarant agrees not to seek abrogation or voiding of this Agreement as part of the proceeding.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement or caused it to be executed and sealed on its behalf by its duly authorized representative, the day and year first above written.

DECLARANT

WITNESS OR ATTEST:

TALISMAN TOWSON LIMITED PARTNERSHIP

BY: _____ (SEAL)
NAME:
TITLE:

ASSOCIATIONS

TOWSON ESTATES ASSOCIATION, INC.

Connie Lambright

BY: _____ (SEAL)
NAME: DONNA KING
TITLE: President

THE KNETTISHALL IMPROVEMENT ASSOCIATION, INC.

Connie Lambright

BY: Emily N. Meoli (SEAL)
NAME: Emily Meoli
TITLE: President

THE FELLOWSHIP COMMUNITY ASSOCIATION, INC.

Mark P. Tamargo

BY: _____ (SEAL)
NAME: George L. Good, Jr.
TITLE: President

[SIGNATURES CONTINUED ON NEXT PAGE]

ASSOCIATES OF LOCH RAVEN
VILLAGE, INC.

Anne Lambright

BY: _____ (SEAL)
NAME: FRANCIS X. CULLEN
TITLE: PRES.

CROMWELL VALLEY COMMUNITY
ASSOCIATION

Anne Lambright

BY: _____ (SEAL)
NAME: MICHAEL J. MAURO
TITLE: VICE PRESIDENT

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 31ST day of OCTOBER 2003, before me, a Notary Public for the state aforesaid, personally appeared JAMES A. SCHIESINGER known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that (s) he is the PRESIDENT OF ITS GENERAL PARTNER of TALISMAN TOWSON LIMITED PARTNERSHIP, a limited partnership company organized and existing under the law of Maryland, that (s) he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

Kristina M. Loveland
Notary Public

KRISTINA M. LOVELAND NOTARY PUBLIC BALTIMORE CO., MD.

My commission expires on 11/1/07

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 29 day of Oct, 2003, before me, a Notary Public for the state aforesaid, personally appeared Donna King known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that (s) he is the President of TOWSON ESTATES ASSOCIATION, INC., a non-stock company organized and existing under the law of Maryland, that (s) he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

Connie Lambright
Notary Public

CONNIE LAMBRIGHT NOTARY PUBLIC BALTO. COUNTY, MD. MY COMMISSION EXPIRES FEB 23 2007

My commission expires on 2/28/07

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 30 day of Oct, 2003, before me, a Notary Public for the state aforesaid, personally appeared Emily Heole known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that (s) he is the President of THE KNETTISHALL IMPROVEMENT ASSOCIATION, INC., a non-stock company organized and existing under the law of Maryland, that (s) he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

Connie Lambright
Notary Public

My commission expires on 2/28/07

CONNIE LAMBRIGHT NOTARY PUBLIC BALTO. COUNTY, MD. MY COMMISSION EXPIRES FEB 28 2007

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 29 day of Oct, 2003, before me, a Notary Public for the state aforesaid, personally appeared Francis Cullen known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that (s) he is the President of ASSOCIATES OF LOCH RAVEN VILLAGE, INC., a non-stock company organized and existing under the law of Maryland, that (s) he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

Connie Lambright
Notary Public

My commission expires on 2/28/07

CONNIE LAMBRIGHT NOTARY PUBLIC BALTO. COUNTY, MD. MY COMMISSION EXPIRES FEB 28 2007

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 30th day of Oct, 2003, before me, a Notary Public for the state aforesaid, personally appeared Gerald L. Gould, Jr. known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that (s) he is the President of THE FELLOWSHIP COMMUNITY ASSOCIATION, INC., a non-stock company organized and existing under the law of Maryland, that (s) he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

Michael P. Tanczyn
Notary Public

My commission expires on Feb 28, 2007

MICHAEL P. TANCZYN NOTARY PUBLIC BALTIMORE COUNTY, MD. MY COMMISSION EXPIRES FEB. 28 2007

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 29 day of Oct, 2003, before me, a Notary Public for the state aforesaid, personally appeared Mike Mauro known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that (s) he is the Vice-President of CROMWELL VALLEY COMMUNITY ASSOCIATION, a non-stock company organized and existing under the law of Maryland, that (s) he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

Connie Lambright
Notary Public

My commission expires on: 2/28/07

283584v2

CONNIE LAMBRIGHT NOTARY PUBLIC BALTO. COUNTY, MD. MY COMMISSION EXPIRES FEB 28 2007

This is to certify that the within instrument was prepared by or under the supervision of attorneys duly admitted to practice law in the State of Maryland or by one of the parties to the instrument.

Michael P. Tanczyn, Esquire

John B. Gontrum, Esquire

After recording, please return to:

Michael P. Tanczyn, Esquire
606 Baltimore Avenue, Ste. 106
Towson, Maryland 21204

John B. Gontrum, Esquire
Whiteford, Taylor & Preston
210 West Pennsylvania Ave.
Towson, Maryland 21204

EXHIBIT "A"

SCRIPTION OF "TOWSON PLACE" (Forme nown as Towson Marketplace)

BEGINNING FOR THE SAME at a point on east side of Goucher Boulevard, 110 feet wide, at the distance of 75 feet northerly from the intersection formed by the prolongation westerly of the north side of Putty Hill Avenue, 94 feet wide, with the prolongation southerly of the east side of Goucher Boulevard, and running thence binding on the east side of Goucher Boulevard, referring all courses of this description to the Baltimore County Metropolitan District Meridian

1. North 4 degrees 19 minutes 10 seconds West 279.68 feet and
2. by a curve to the left having a radius of 1965.00 feet, an arc length of 132.50 feet and a chord bearing North 06 degrees 15 minutes 04 seconds West 132.47 feet; thence leaving Goucher Boulevard, on a chamfer to the original alignment of Prince Road,
3. North 07 degrees 22 minutes 07 seconds East 95.98 feet; thence
4. North 23 degrees 38 minutes 33 seconds East 497.69 feet to intersect the east side of Prince Road, 70 feet wide, as now constructed; thence binding on said Prince Road,
5. North 23 degrees 38 minutes 33 seconds East 655.64 feet to a chamfer or cut-off leading to Joppa Road; thence binding on said chamfer,
6. North 68 degrees 36 minutes 24 seconds East 33.18 feet to south side of Joppa Road, varying in width; thence binding on said Joppa Road,
7. South 64 degrees 56 minutes 08 seconds East 148.69 feet; thence
8. South 50 degrees 41 minutes 08 seconds East 36.53 feet; thence
9. South 64 degrees 56 minutes 08 seconds East 338.58 feet; thence
10. North 25 degrees 03 minutes 52 seconds East 9.00 feet; thence
11. South 64 degrees 56 minutes 08 seconds East 301.19 feet; thence
12. by a curve to the right having a radius of 4062.49 feet, an arc length of 19.99 feet and a chord bearing South 65 degrees 04 minutes 36 seconds East 19.99 feet; thence
13. South 51 degrees 41 minutes 51 seconds East 37.79 feet; and
14. by a curve to the left having a radius of 4071.49 feet, an arc length of 344.34 feet and a chord bearing South 68 degrees 09 minutes 27 seconds East 344.24 feet to intersect the west outline of Parcel A of the Plat of Maryland Business Park as recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 38, Folio 12; thence binding on said western outline and to and along the west side of a 16 foot alley shown as on Block D, Section 2A of the Plat of Loch Raven Manor, recorded among said Land Records in Plat Book G.L.B. No. 23, Folio 139, in all,
15. South 13 degrees 56 minutes 50 seconds West 1132.47 feet to the north right-of-way line of Putty Hill Avenue; thence binding thereon,
16. by a curve to the left having a radius of 1637.00 feet, an arc length of 434.40 feet and a chord bearing North 86 degrees 43 minutes 02 seconds West 433.13 feet; thence
17. South 85 degrees 40 minutes 50 seconds West 93.96 feet; thence
18. North 04 degrees 19 minutes 10 seconds West 10.00 feet; thence
19. South 85 degrees 40 minutes 50 seconds West 294.00 feet; thence
20. North 56 degrees 28 minutes 50 seconds West 14.00 feet; thence
21. South 66 degrees 59 minutes 10 seconds West 58.00 feet to an iron pipe found near the west side of Towson Marketplace entrance; thence
22. South 85 degrees 40 minutes 50 seconds West 346.35 feet to an iron pipe found measured North 85 degrees 40 minutes 50 seconds East 75.00 feet from the intersection referencing the place of beginning; thence binding on the chamfer at the northeast corner of Goucher Boulevard and Putty Hill Avenue,
23. North 49 degrees 19 minutes 10 seconds West 106.07 feet to the place of beginning.

Containing 1,878,295 square feet or 43.120 acres of land, more or less.

BEING all of a 43.120 acre parcel of land as described in a Confirmatory Deed dated March 1, 1995 and recorded among the Land Records of Baltimore County, Maryland in Liber 10961, Folio 001, was conveyed by Towson Marketplace Limited Partnership to Talisman Towson Limited Partnership.

KCW
ENGINEERING TECHNOLOGIES

KCW Engineering Technologies, Inc.
3106 Lord Baltimore Drive, Suite 110
Baltimore, MD 21244

(410) 281-0030
Fax (410) 298-0604
www.KCW-ET.com

William K. Woody
President and CEO

Douglas L. Kennedy
Senior Vice President

J. Peter McDonnell
Vice President

Ronald J. Lind
Associate Vice President

Edwin S. Howe, III
Associate Vice President

Joseph P. Wood
Associate

Reginald C. Roberts
Associate

KCW
ENGINEERING
TECHNOLOGIES

Date: October 27, 2003

To: Talisman Towson Limited Partnership

From: Douglas L. Kennedy, P.E.

Reference: TOWSON PLACE

EXHIBIT 'B'

KCW Engineering Technologies, Inc. hereby certifies that it has surveyed the "as-built" conditions of the Towson Place property and has determined the existing gross building area to be:

Main Building	731,000 s.f.
'Blockbuster' Building	6,000 s.f.
'Jared's Jewelers' Building	6,000 s.f.
Total Existing Gross Developed Building Area	743,000 s.f.

It is proposed to develop two additional pad sites:

Total Existing Building Area	743,000 s.f.
Proposed Tenant #16	6,000 s.f.
Proposed Tenant #17	10,000 s.f.
Proposed Tenant # 5 Entrance Addition	1,000 s.f.
Total Proposed Gross Developed Building Area	760,000 s.f.

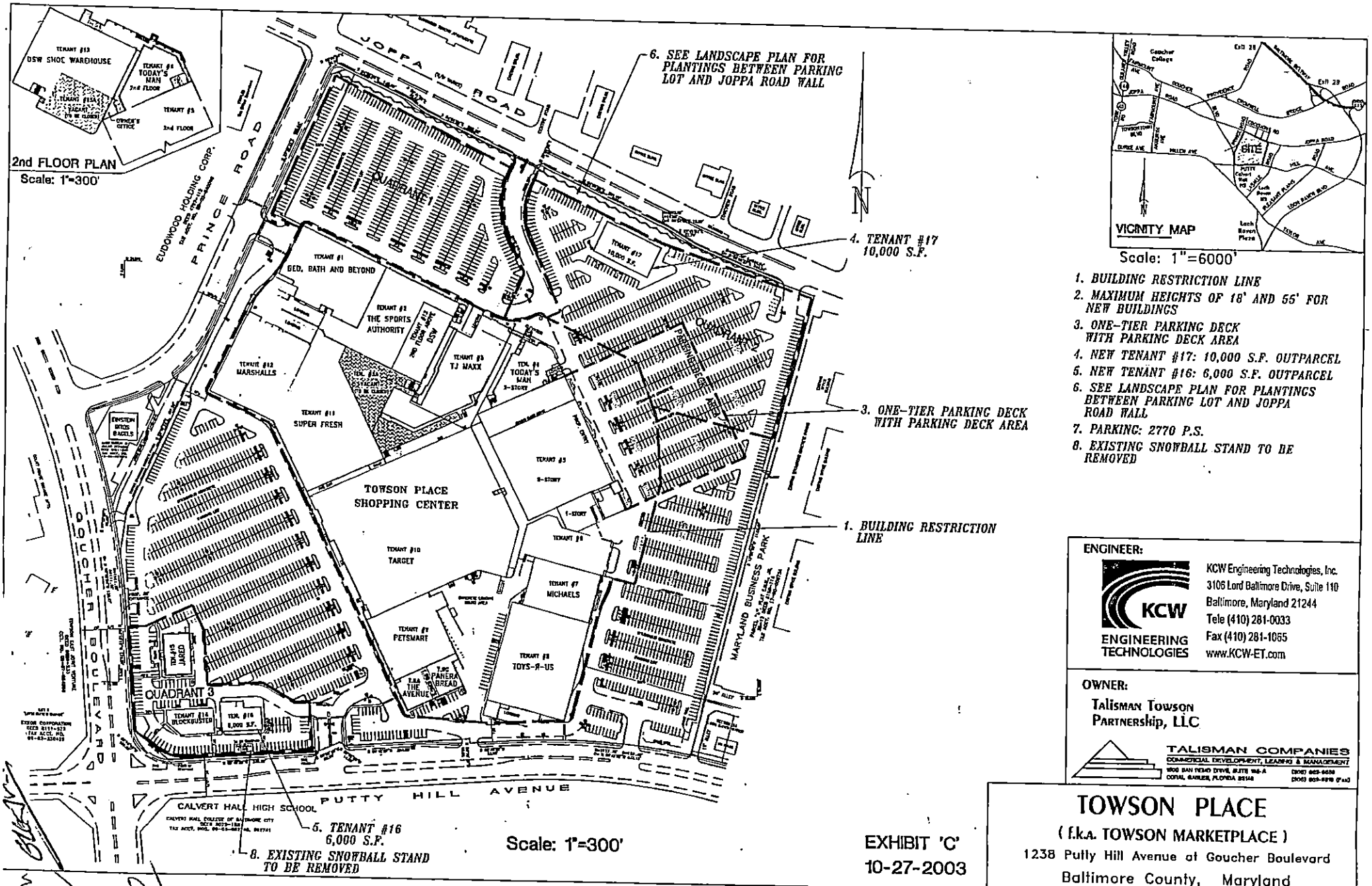
Sincerely,

KCW Engineering Technologies, Inc.

Douglas L. Kennedy

Douglas L. Kennedy, P.E.
Sr. Vice President

KCW Engineering Technologies, Inc. • 3106 Lord Baltimore Drive • Suite 110 • Baltimore, MD 21244
Tele 410-281-0033 • Fax 410-281-1065



1. BUILDING RESTRICTION LINE
2. MAXIMUM HEIGHTS OF 18' AND 55' FOR NEW BUILDINGS
3. ONE-TIER PARKING DECK WITH PARKING DECK AREA
4. NEW TENANT #17: 10,000 S.F. OUTPARCEL
5. NEW TENANT #16: 6,000 S.F. OUTPARCEL
6. SEE LANDSCAPE PLAN FOR PLANTINGS BETWEEN PARKING LOT AND JOPPA ROAD WALL
7. PARKING: 2770 P.S.
8. EXISTING SNOWBALL STAND TO BE REMOVED

ENGINEER:
KCW ENGINEERING TECHNOLOGIES
KCW Engineering Technologies, Inc.
3106 Lord Baltimore Drive, Suite 110
Baltimore, Maryland 21244
Tele (410) 281-0033
Fax (410) 281-1055
www.KCW-ET.com

OWNER:
Talisman Towson Partnership, LLC
TALISMAN COMPANIES
COMMERCIAL DEVELOPMENT, LEASING & MANAGEMENT

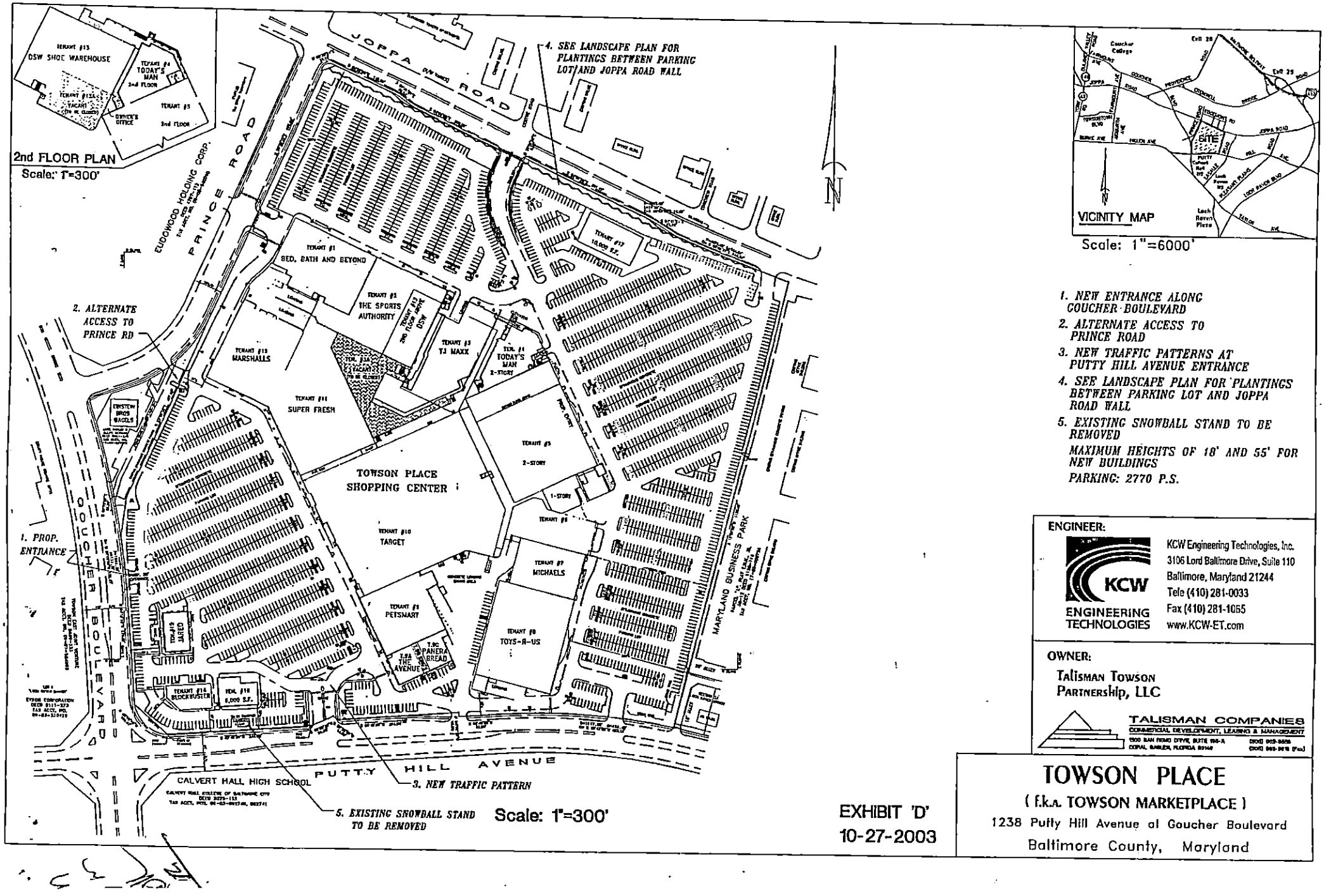
EXHIBIT 'C'
10-27-2003

TOWSON PLACE

(f.k.a. TOWSON MARKETPLACE)

1238 Putty Hill Avenue at Goucher Boulevard

Baltimore County, Maryland



1. *NEW ENTRANCE ALONG GOUCHER BOULEVARD*
2. *ALTERNATE ACCESS TO PRINCE ROAD*
3. *NEW TRAFFIC PATTERNS AT PUTTY HILL AVENUE ENTRANCE*
4. *SEE LANDSCAPE PLAN FOR PLANTINGS BETWEEN PARKING LOT AND JOPPA ROAD WALL*
5. *EXISTING SNOWBALL STAND TO BE REMOVED*

MAXIMUM HEIGHTS OF 18' AND 55' FOR NEW BUILDINGS

PARKING: 2770 P.S.

ENGINEER:

KCW ENGINEERING TECHNOLOGIES

KCW Engineering Technologies, Inc.
3106 Lord Baltimore Drive, Suite 110
Baltimore, Maryland 21244
Tele (410) 281-0033
Fax (410) 281-1055
www.KCW-ET.com

OWNER:

Talisman Towson Partnership, LLC

TALISMAN COMPANIES
COMMERCIAL DEVELOPMENT, LEASING & MANAGEMENT

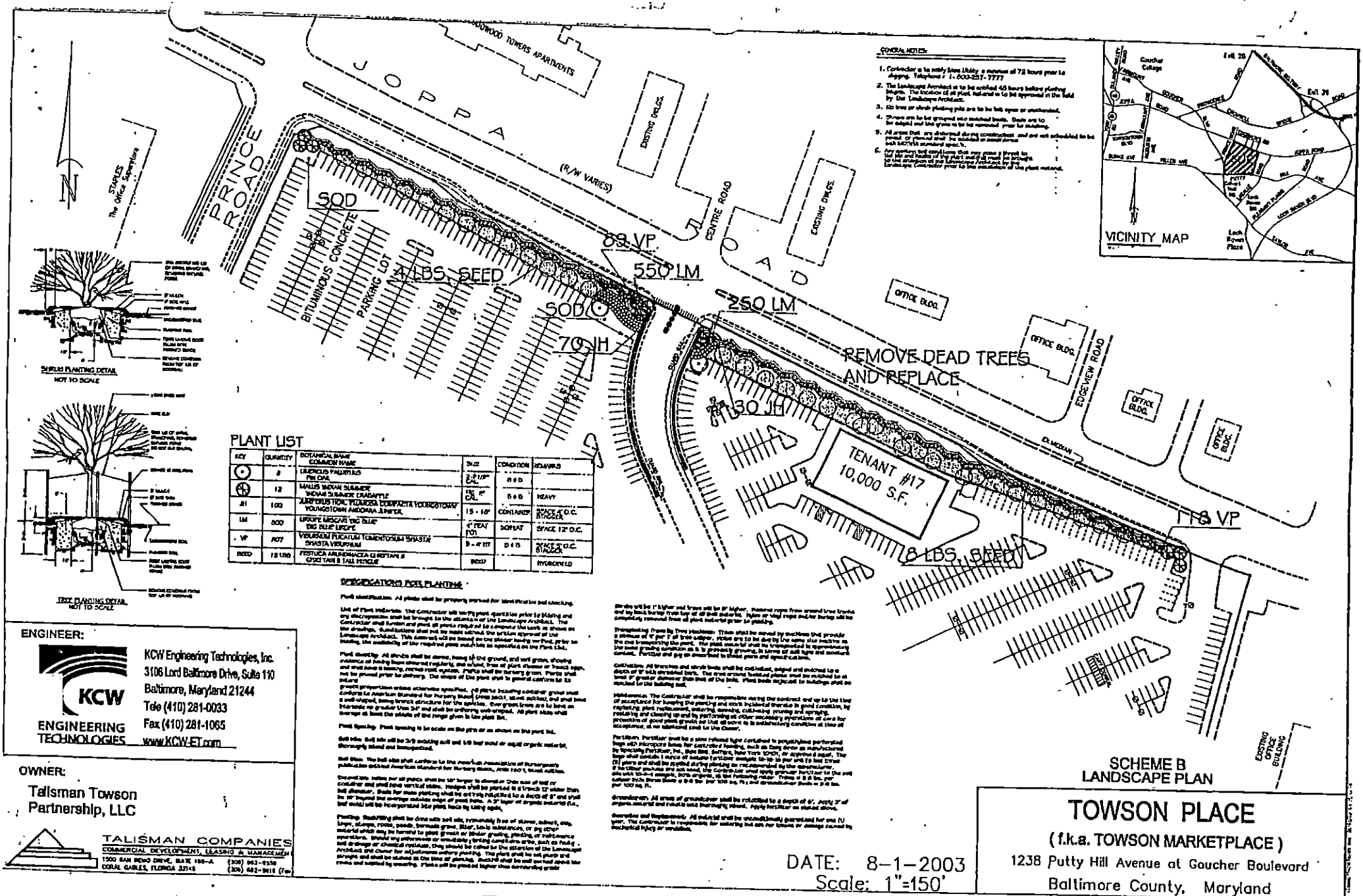
EXHIBIT 'D'
10-27-2003

TOWSON PLACE

(f.k.a. TOWSON MARKETPLACE)

1238 Putty Hill Avenue at Goucher Boulevard

Baltimore County, Maryland



GENERAL NOTES:

1. Contractor is to notify Miss Utility a minimum of 72 hours prior to digging. Telephone # 1-800-257-7777
2. The Landscape Architect is to be notified 48 hours before planting begins. The location of all plant material is to be approved in the field by the Landscape Architect.
3. No tree or shrub planting pits are to be left open or unattended.
4. Shade trees are to be grouped and/or clustered where possible. Trees are to be staked and trees are to be tied immediately prior to delivery.
5. All stones that are determined during construction, and are not embedded to be removed from the site and disposed of in an approved manner.
6. Any questions and conditions that may arise should be brought to the attention of the Landscape Architect by the Contractor prior to the installation of the plant material.

PLANT LIST

KEY	QUANTITY	BOTANICAL NAME / COMMON NAME	SIZE	CONDITION	REMARKS
⊙	8	QUERCUS PALUSTRIS PIN OAK	2½" CAL.	B&B	
⊕	12	MALUS 'INDIAN SUMMER' INDIAN SUMMER CRABAPPLE	1½" CAL.	B&B	HEAVY
JH	100	JUNIPERUS HOR. 'PLUMOSA COMPACTA YOUNGSTOWN' YOUNGSTOWN ANDORRA JUNIPER	15 - 18"	CONTAINER	SPACE 4'-0" O.C. STAGGER
LM	SOD	LIRIOPE MUSCARI 'BIG BLUE' BIG BLUE LIRIOPE	4" PEAT POT	SORTAT	SPACE 12" O.C.
VP	807	VIBURNUM PLICATUM TOMENTOSUM 'SHASTA' SHASTA VIBURNUM	3'-4" HT.	B&B	SPACE 5'-0" O.C. STAGGER
SOD	18 LBS	FESTUCA ARUNDINACEA CLEMENTAR II CENTAUR II TALL FESCUE	SOD		HYDROSEED

SPECIFICATIONS FOR PLANTING

Plant Identification. All plants shall be properly marked for identification and checking.

Use of Plant Materials. The Contractor will verify plant quantities prior to bidding and any discrepancies shall be brought to the attention of the Landscape Architect. The Contractor shall furnish and plant all plants required to complete the work as shown on the drawings. Substitutions shall not be made without the written approval of the Landscape Architect. This approval will be based on the plants being verified, prior to bidding, the availability of the required plant materials as specified on the Plant List.

Plant Quality. All shrubs shall be dense, having full growth, and well grown, showing evidence of having been wind and weather hardened, and vigorous, free of plant diseases or insect eggs, and shall have a healthy, normal root system. Plants shall be nursery grown. Plants shall not be pruned prior to delivery. The shape of the plant shall in general conform to its natural growth proportions unless otherwise specified. All plants including container grown shall conform to American Standard for Nursery Stock (ANSI Z60.1, latest edition), and shall have a well shaped, fully branch structure for the species. Ever green trees are to have an interlocking net growth from 3/4" and shall be uniformly well-shaped. All plant sizes shall average at least the sizes of the range given in the plant list.

Plant Spacing. Plant spacing to be scale on the plans or as shown on the plant list.

Soil Mix. Soil mix will be 3/4 existing soil and 1/4 leaf mold or equal organic material, thoroughly mixed and homogenized.

Mulching. Mulch shall consist of hardwood bark mulch as manufactured by the Specialty Fertilizer, Inc., East West, Bethpage, New York 11714, or approved equal. The mulch shall contain 1 ounce of available fertilizer analysis 10-10-10 per cubic foot (10 pounds per cubic yard) and shall be applied during planting as recommended by the manufacturer. If the fertilizer and soil mixed, the Contractor shall apply an additional 1/2 lb. per cubic yard of 10-10-10 analysis, 50% organic, as the following rate: Trees at 2 lbs. per caliper inch; Shrub Beds at 2-3 lbs. per 100 sq. ft.; and Groundcover Beds at 2-3 lbs. per 100 sq. ft.

Groundcover. All areas of groundcover shall be mulched to a depth of 6". Apply 2" of organic material and mulch and thoroughly mixed. Apply fertilizer as stated above.

Guarantee and Replacement. All material shall be unconditionally guaranteed for one (1) year. The Contractor is responsible for watering but not for losses or damage caused by mechanical injury or vandalism.

Shrubs will be 2" higher and trees will be 6" higher. Remove ropes from around tree trunks and lay back burlap from top of all plant material. Ropes and wire baskets will be completely removed from all plant material grater to planting.

Transplanting Trees by Tree Machines. Trees shall be moved by machines that provide a minimum of 4" per 1" of tree caliper. Holes are to be dug by the same size machine as the tree is transplanting from. The plant material shall be transplanted in approximately the same growing condition as it is presently growing, in terms of soil type and moisture content. Fertilize and guy as described in shrub plants and specify caliper.

Cultivation. All branches and shrub limbs shall be maintained, pruned and watched for a depth of 6" back as indicated berm. The area around isolated plants shall be watched to at least 3' or greater diameter than that of the hole. Plant beds adjacent to buildings shall be watched to the building wall.

Maintenance. The Contractor shall be responsible during the contract and up to the time of acceptance for keeping the planting and work incidental thereto in good condition, by replacing plant replacement, watering, weeding, cultivating, pruning and sprayed, replacing and cleaning up and by performing all other necessary operations as are for promotion of good plant growth and that all work is in satisfactory condition at time of acceptance, as determined sole by the Owner.

Fertilizer. Fertilizer shall be a slow released light controlled in polyethylene perforated bags with micronized bases for controlled feeding, such as Easy Grow as manufactured by Specialty Fertilizer, Inc., East West, Bethpage, New York 11714, or approved equal. The bags shall contain 1 ounce of available fertilizer analysis 10-10-10 per unit (10 feet Street (50 grams) and shall be applied during planting as recommended by the manufacturer. If the fertilizer and soil mixed, the Contractor shall apply an additional 1/2 lb. per cubic yard of 10-10-10 analysis, 50% organic, as the following rate: Trees at 2 lbs. per caliper inch; Shrub Beds at 2-3 lbs. per 100 sq. ft.; and Groundcover Beds at 2-3 lbs. per 100 sq. ft.

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ENGINEER:

KCW ENGINEERING TECHNOLOGIES

KCW Engineering Technologies, Inc.
3106 Lord Baltimore Drive, Suite 110
Baltimore, Maryland 21244
Tele (410) 281-0033
Fax (410) 281-1065
www.KCW-ET.com

OWNER:

Talisman Towson Partnership, LLC

TALISMAN COMPANIES
COMMERCIAL DEVELOPMENT, LEASING & MANAGEMENT
1500 SAN ROMO DRIVE, SUITE 100-A (305) 663-9350
CORAL GABLES, FLORIDA 33145 (305) 662-9818 (Fax)

SCHEME B
LANDSCAPE PLAN

TOWSON PLACE

(f.k.a. TOWSON MARKETPLACE)

1238 Putty Hill Avenue at Goucher Boulevard
Baltimore County, Maryland

DATE: 8-1-2003
Scale: 1"=150'

EXHIBIT "E"

Real Property Data Search

Search Result for BALTIMORE COUNTY

View Map | View GroundRent Redemption | View GroundRent Registration

Tax Exempt: None
Special Tax Recapture: None
Exempt Class: None

Account Identifier: **District** - 09 **Account Number** - 0905840080

Owner Information

Owner Name:	TALISMAN TOWSON LP C/O KIMCO REALTY CORP	**Use:** **Principal Residence:**	COMMERCIAL NO
Mailing Address:	SUITE 201 500 NORTH BROADWAY JERICHO NY 11753-	**Deed Reference:**	/10961/ 00001

Location & Structure Information

Premises Address:	1238 PUTTY HILL AVE BALTIMORE MD 21286-0000	**Legal Description:**	43.120 AC 1238 PUTTY HILL AVE NES LOCH RAVEN MANOR

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	
0070	0016	0819	20000.04	0000	3		4	2020	Plat Ref:	0023/ 0122

Special Tax Areas: None
Town: None
Ad Valorem: None
Tax Class: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1998	725,588 SF		43.1200 AC	14

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
		DISCOUNT STORE	/	C3			

Value Information

	Base Value	Value As of 01/01/2017	Phase-in Assessments As of 07/01/2019	As of 07/01/2020
Land:	25,872,000	25,872,000		
Improvements	44,798,600	44,798,600		
Total:	70,670,600	70,670,600	70,670,600	
Preferential Land:	0			

Transfer Information

Seller: TOWSON MARKET PLACE LP	**Date:** 03/03/1995	**Price:** $0
Type: NON-ARMS LENGTH OTHER	**Deed1:** /10961/ 00001	**Deed2:**
Seller: TOWSON MARKET PLACE LIMITED	**Date:** 03/03/1995	**Price:** $0
Type: NON-ARMS LENGTH OTHER	**Deed1:** /10959/ 00472	**Deed2:**
Seller: TALISMAN TOWSON	**Date:** 03/02/1995	**Price:** $5,294,112
Type: NON-ARMS LENGTH OTHER	**Deed1:** /10547/ 00579	**Deed2:**

Exemption Information

Partial Exempt Assessments:	Class	07/01/2019	07/01/2020
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00	0.00

Tax Exempt: None
Special Tax Recapture: None
Exempt Class: None

Homestead Application Information

Homestead Application Status: No Application

lomeowners' Tax Credit Application Informatior

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

JOHN A. OLSZEWSKI, JR.
County Executive

MICHAEL D. MALLINOFF, *Director*
Department of Permits, Approvals & Inspections

December 10, 2019

Adam Baker Rosenberg Martin Greenberg LLP
25 S Charles St
Baltimore MD 21201

RE: Case Number: 2019-0512-SPHA, 1238 Putty Hill Ave

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 November 13, 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
Talisman Towson LP 500 North Broadway, Ste 201 Jericho NY 11753

FIRST AMENDMENT TO DECLARATION AND AGREEMENT

THIS FIRST AMENDMENT TO DECLARATION AND AGREEMENT (this "Amendment") is made this 8 day of October, 2019 by and among **TALISMAN TOWSON LIMITED PARTNERSHIP**, a Maryland limited partnership, formerly known as TOWSON MARKETPLACE LIMITED PARTNERSHIP ("Declarant"), and **TOWSON ESTATES ASSOCIATION, INC., THE FELLOWSHIP COMMUNITY ASSOCIATION, INC., ASSOCIATES OF LOCH RAVEN VILLAGE, INC., THE KNETTISHALL IMPROVEMENT ASSOCIATION, INC.,** and **THE CROMWELL VALLEY COMMUNITY ASSOCIATION, INC.** (collectively, the "Associations").

Explanatory Statement

A. Declarant is the owner by virtue of a Deed, dated March 1, 1995, and recorded among the Land Records of Baltimore County in Liber 10961, folio 001, of 43.12 acres of land, more or less, situate and lying in the Ninth Election District of Baltimore County, Maryland, as further described therein (the "Property"). The Property is developed with a retail shopping center (the "Shopping Center").

B. Declarant and the Associations subjected the Property to certain restrictions as set forth in that Declaration and Agreement, dated October 31, 2003, recorded among the Land Records of Baltimore County, Maryland in Liber 19638, folio 423 (the "Declaration").

C. In accordance with Article II.D. of the Declaration, Declarant and the Associations hereby desire to amend the Declaration in order to permit certain development on the Property.

Agreement

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is hereby amended as follows:

1. **Definitions.** Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Declaration.

2. **Prohibited Uses.** Article I.A.2.c of the Declaration is hereby deleted in its entirety and replaced with the following:

"c(1). Fast food restaurants, restaurants with a drive thru, restaurants open more than sixteen (16) hours/day (6 a.m. to 10 p.m.) and carry-out only restaurants. ("Fast casual" restaurants are permitted provided they meet the following definition: a restaurant where food is made to order (not prepared in advance) with high quality ingredients (i.e., not frozen or processed foods) and provides seating in an upscale décor.)

c(2). Any new food establishment is subject to Associations' review and approval which shall be no more than thirty (30) days from notice by Declarant. Furthermore, Associations acknowledge the importance of maintaining confidentiality of tenants until leases are executed, and during the review period and until the lease is executed will agree to sign a Non-Disclosure Agreement."

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 42108, p. 0336, MSA_CE62_41965. Date available 11/15/2019. Printed 11/18/2019.

Declaration/Covenant - LR
Recording Fee 75.00
Declarant Name: TALISMAN TOWSON/TOWSON ESTATES ASSOC
Ref:
Surcharge 40.00 - SubTotal: 115.00
Total: 115.00
11/12/2019 02:57 CC03-01
#1298384 CC0301 - Recipient
County/CC03.01.06 - Register 06

PETITIONER'S

EXHIBIT NO. 2

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 42108, p. 0337, MSA_CE62_41965. Date available 11/15/2019. Printed 11/18/2019.

3. **Expansion or Redevelopment of Center.**

a. Article I.A.4.a. of the Declaration is hereby deleted in its entirety and replaced with the following:

"a. Declarant agrees that the Property shall not contain more than 760,000 square feet of gross building area, which includes 679,843 square feet of gross leasable building area and 80,157 square feet of common areas but excludes parking lots, sidewalks and driveways. The square footage of leasable area existing hereunder is certified by Declarant's Engineer in Exhibit B, attached hereto and made a part hereof."

b. Article I.A.4.g of the Declaration is hereby deleted in its entirety.

c. Article I.A.4.j. is hereby added to the Declaration as follows:

"j. The parking of storage trailers in the parking field of Tenant #10 is prohibited."

4. **Parking and Entrances.** Article 1.B.4 is hereby added to the Declaration as follows:

"4 (a). Tenant #10 is hereby permitted to stripe four (4) customer pick-up lanes to allow customers to pick up pre-ordered products. The pick-up spaces are located within the existing parking spaces and do not change the overall parking count for the Property.

4(b). Tenant #15 is hereby permitted to reconfigure the existing parking spaces around its building which will generate a net gain of five (5) parking spaces to the overall parking count for the Property, thereby making it 2,803 parking spaces on the Property."

5. **Appearances and Maintenance.**

Article I.C.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

"Any future façade modifications or facades for newly constructed outparcels shall be forwarded to a committee of the Towson Communities Alliance ("TCA") or its successors formed for that purpose and hereinafter called the "Committee". The Committee shall consist of the representatives to the TCA of the community associations of Towson Estates Associations, Inc., The Fellowship Community Association, Inc., Associates of Loch Raven Village, Inc., and The Knettishall Improvement Association, Inc. The Declarant's proposed changes to facades involving adding, removing or modifying architectural structures, color changes or sign modifications other than name changes shall be submitted to the Committee for review. In connection with any proposed façade changes to structures located in the area as shown on Exhibit C", Declarant shall also submit a photometric lighting plan and a landscaping plan to the Committee. The Committee has ninety (90) days from the date of receipt of the drawings or descriptions associated with the proposed façade changes to review said changes and

to respond with comments or questions or to request a special hearing before the Baltimore County Administrative Law Judge. If the Committee fails to respond within the ninety (90) day period, the Committee will have waived its right to respond with comments or questions or to request a special hearing before the Baltimore County Administrative Law Judge."

Article I.D.5 is hereby added to the Declaration as follows:
"5(a). All future leases are required to have shopping cart control devices to prevent carts from leaving the Property.

5(b). All future leases are forbidden to allow any storage units in the parking areas or other visible areas on the Property excluding loading dock areas.

5(c). Declarant or designee will conduct daily cart retrievals within the boundaries of the Associations' respective areas up to and including alleys and schools."

6. **Hearings and Variances.** Article I.D.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

"The parties hereto agree to support the provisions of this Agreement before reviewing agencies including the support of such parking variances as may be necessary to achieve the reconfigured access and parking areas including the use of the out parcels per the attached Exhibits C and D."

7. **Exhibits.** Exhibit B, C, and D are hereby amended to reflect the change in the gross leasable area and the change in the number of parking spaces on the Property.

8. **Integration.** This Amendment amends, supplements and is a part of the Declaration. All of the provisions of the Declaration affected by this Amendment shall be deemed amended, whether or not actually specified herein, if necessary to effectuate the intent of this Amendment. To the extent that any provisions of the Declaration are inconsistent with or contradictory to the provisions of this Amendment, the provisions of this Amendment shall supersede such provisions of the Declaration. Except as amended by this Amendment, the Declaration remains in full force and effect.

[Signatures appear on the following page.]

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 42108, p. 0338, MSA_CE62_41965. Date available 11/15/2019. Printed 11/18/2019.

IN WITNESS WHEREOF, the undersigned have duly executed this First Amendment to Declaration and Agreement on the date first written above.

WITNESS:

DECLARANT:

TALISMAN TOWSON LIMITED PARTNERSHIP
By: Talisman Towson GP LLC, its general partner
By: G+I IV Towson LLC, sole member
By: Kimco Towson, Inc., its member
By: _____ (SEAL)
Name: Hilary J. O'Connor
Title: Vice President

ASSOCIATIONS:

WITNESS:

TOWSON ESTATES ASSOCIATION, INC.

By: _____ (SEAL)
Name: PHILIP S. DORSEY
Title: PRESIDENT

WITNESS:

THE FELLOWSHIP COMMUNITY ASSOCIATION, INC.

By: _____ (SEAL)
Name: Kevin Roepenick
Title: President

WITNESS:

ASSOCIATES OF LOCH RAVEN VILLAGE, INC.

By: _____ (SEAL)
Name: NICHOLAS M. LINEHAN
Title: VICE-PRESIDENT

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 42108, p. 0339, MSA_CE62_41965. Date available 11/15/2019. Printed 11/18/2019.

WITNESS:

THE KNETTISHALL IMPROVEMENT ASSOCIATION, INC.

By: _____ (SEAL)
Name: Janice A Krach
Title: President

WITNESS:

THE CROMWELL VALLEY COMMUNITY ASSOCIATION, INC.

By: _____ (SEAL)
Name: Paul J. Sawchuk
Title: President

[ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGE]

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 42108, p. 0340, MSA_CE62_41965. Date available 11/15/2019. Printed 11/18/2019.

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE; TO WIT:

I HEREBY CERTIFY that on this 8 day of October, 2019, before me, a Notary Public for the State of Maryland, personally appeared Hilary J. O'Connor, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he/she is the Vice President of **TALISMAN TOWSON LIMITED PARTNERSHIP**, that he/she has been duly authorized to execute, and has executed, the foregoing instrument on behalf of said entity for the purposes therein set forth, and that the same is its act and deed.

WITNESS my hand and Notarial Seal.

STEPHANIE BARD
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
My Commission Expires July 28, 2022

Stephanie Bard
Notary Public

My Commission Expires: My Commission Expires July 28, 2022

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE; TO WIT:

I HEREBY CERTIFY that on this 8 day of October, 2019, before me, a Notary Public for the State of Maryland, personally appeared Philip Dorsey, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he/she is the President of **TOWSON ESTATES ASSOCIATION, INC.**, that he/she has been duly authorized to execute, and has executed, the foregoing instrument on behalf of said entity for the purposes therein set forth, and that the same is its act and deed.

WITNESS my hand and Notarial Seal.

STEPHANIE BARD
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
My Commission Expires July 28, 2022

Stephanie Bard
Notary Public

My Commission Expires:

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE; TO WIT:

I HEREBY CERTIFY that on this 8 day of October, 2019, before me, a Notary Public for the State of Maryland, personally appeared Kevin Kopernick, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he/she is the President of **THE FELLOWSHIP COMMUNITY ASSOCIATION, INC.**, that he/she has been duly authorized to execute, and has executed, the foregoing instrument on behalf of said entity for the purposes therein set forth, and that the same is its act and deed.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 42108, p. 0341, MSA_CE62_41965. Date available 11/15/2019. Printed 11/18/2019.

WITNESS my hand and Notarial Seal.

Stephanie Bard
Notary Public

STEPHANIE BARD
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
My Commission Expires July 28, 2022

My Commission Expires: _____

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE; TO WIT:

I HEREBY CERTIFY that on this 8 day of October, 2019, before me, a Notary Public for the State of Maryland, personally appeared Nicholas Linehan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he/she is the Vice President of **ASSOCIATES OF LOCH RAVEN VILLAGE, INC.**, that he/she has been duly authorized to execute, and has executed, the foregoing instrument on behalf of said entity for the purposes therein set forth, and that the same is its act and deed.

WITNESS my hand and Notarial Seal.

Stephanie Bard
Notary Public

STEPHANIE BARD
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
My Commission Expires July 28, 2022

My Commission Expires: _____

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE; TO WIT:

I HEREBY CERTIFY that on this 8 day of October, 2019, before me, a Notary Public for the State of Maryland, personally appeared Janice Krach, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he/she is the President of **THE KNETTISHALL IMPROVEMENT ASSOCIATION, INC.**, that he/she has been duly authorized to execute, and has executed, the foregoing instrument on behalf of said entity for the purposes therein set forth, and that the same is its act and deed.

WITNESS my hand and Notarial Seal.

Stephanie Bard
Notary Public

STEPHANIE BARD
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
My Commission Expires July 28, 2022

My Commission Expires: _____

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE; TO WIT:

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 42108, p. 0342, MSA_CE62_41965. Date available 11/15/2019. Printed 11/18/2019.

I HEREBY CERTIFY that on this 8 day of October, 2019, before me, a Notary Public for the State of Maryland, personally appeared Paul Savchuk, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged that he/she is the President of **THE CROMWELL VALLEY COMMUNITY ASSOCIATION, INC.**, that he/she has been duly authorized to execute, and has executed, the foregoing instrument on behalf of said entity for the purposes therein set forth, and that the same is its act and deed.

WITNESS my hand and Notarial Seal.

STEPHANIE BARD
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
My Commission Expires July 28, 2022

Notary Public

My Commission Expires: ~~My Commission Expires~~

ATTORNEY CERTIFICATION

I, the undersigned, an attorney duly admitted to practice law before the Court of Appeals of Maryland, do hereby certify that the foregoing instrument has been prepared by or under the supervision of the undersigned attorney.

Adam D. Baker

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 42108, p. 0343, MSA_CE62_41965. Date available 11/15/2019. Printed 11/18/2019.

BOHLER™
ENGINEERING

901 Dulaney Valley Road, Suite 801
Towson, MD 21204
PHONE 410.821.7900
FAX 410.821.7987

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 42108, p. 0344, MSA_CE62_41965. Date available 11/15/2019. Printed 11/18/2019.

EXHIBIT 'B'

Bohler Engineering VA, LLC. hereby certifies that it has reviewed the following documents for Towson Place:

- 3rd Amended Proposed Conditions Development Plan DWG. No. D-1C; Dated August 28, 2003; last revised September 06, 2019
- Towson Place leasing brochure provided by Kimco Realty Corporation

Based upon the review of these documents, it has been determined that the existing gross leasable building area to be:

Existing 'Main' Building Area	652,343 S.F.
Existing Building #14	6,000 S.F.
Existing Building #15	5,500 S.F.
Existing Building #16	6,000 S.F.
Existing Building #17	10,000 S.F.
Total Gross Leasable Building Area	679,843 S.F.

The current plan proposes to modify existing building #14 and redevelop existing building #15.

Existing 'Main' Building Area	652,343 S.F.
Proposed Building #14A	2,400 S.F.
Proposed Building #14B	4,028 S.F.
Proposed Building #15A	4,370 S.F.
Proposed Building #15B	2,530 S.F.
Existing Building #16	6,000 S.F.
Existing Building #17	10,000 S.F.
Total Gross Leasable Building Area	681,671 S.F.

Based upon a total gross leasable area of 679,843 S.F. the parking required is:

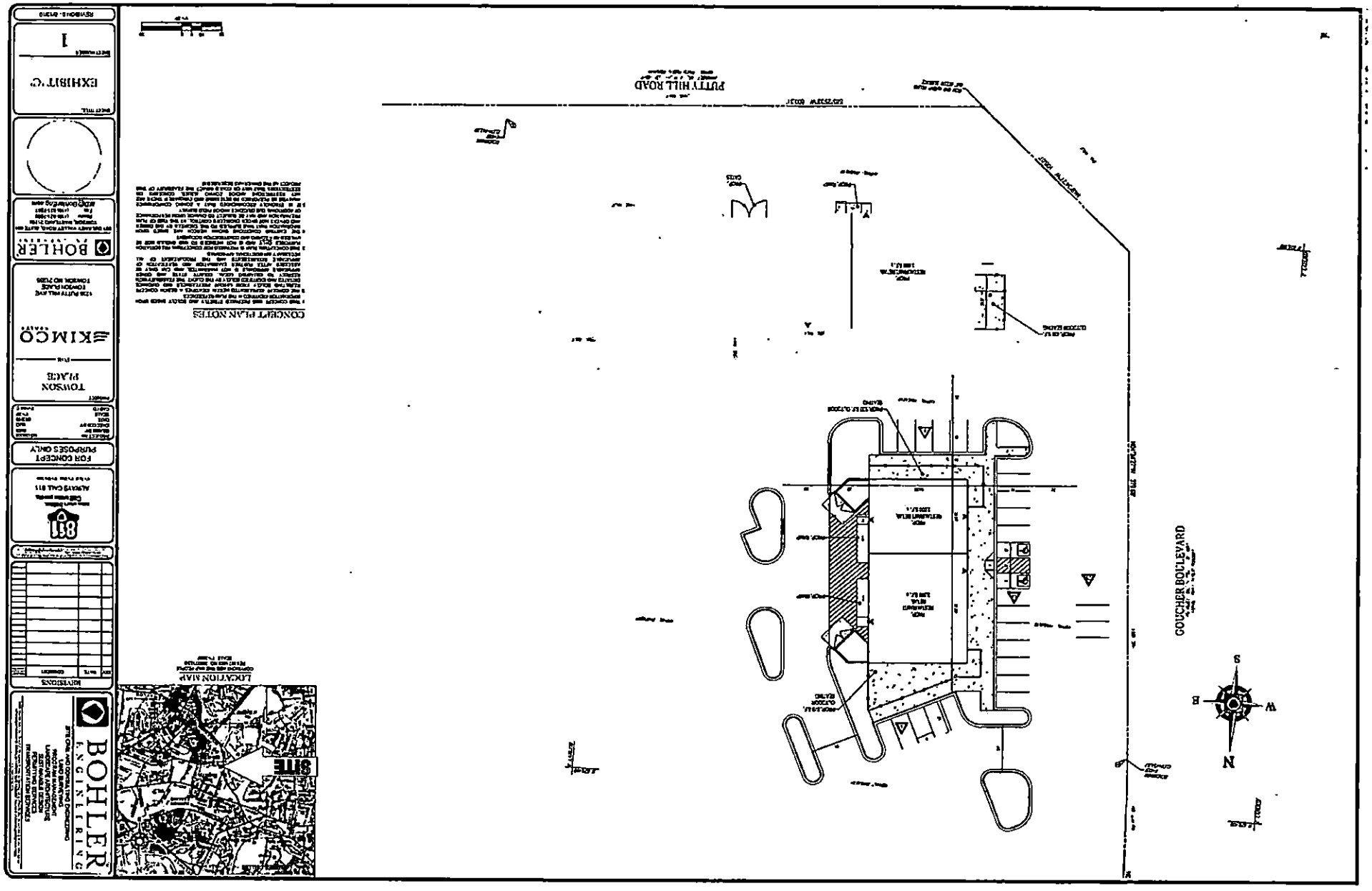
679,843 S.F. G.L.A. x 5 p.s. per 1,000 s.f.	= 3,409 p.s.
Parking variance per case #77-230-XA	= -368 p.s.
Parking variance per case #96-95-XA	= -130 p.s.
Parking variance per case #04-121-SPHA	= -108 p.s.
Total parking required:	= 2,803 p.s.
Total parking provided:	= 2,803 p.s.

Please contact our office at 410-821-7900 with any questions

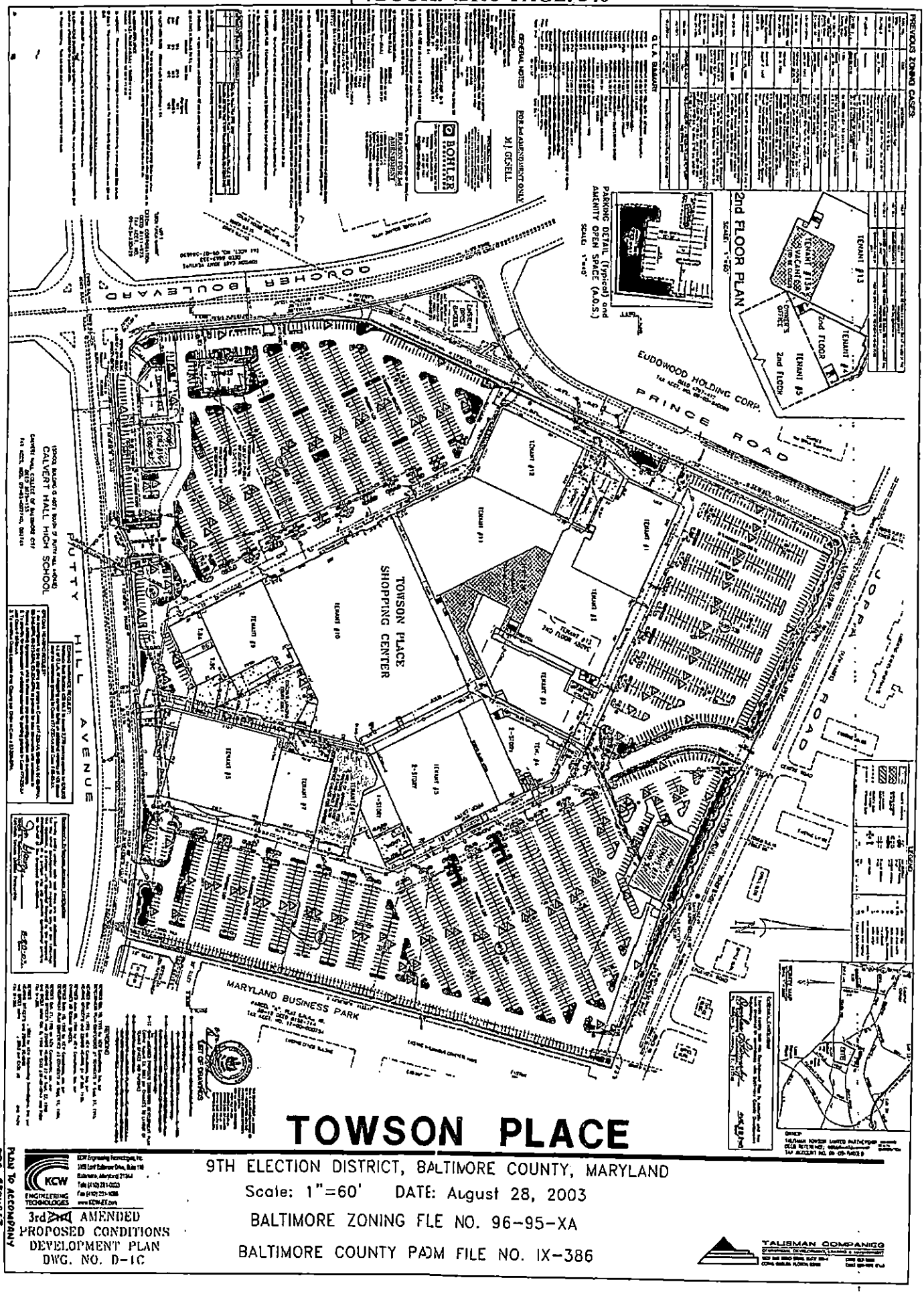
Thanks,

Michael J. Gesell, P.E.
Project Manager

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 42108, p. 0345, MSA_CE62_41965. Date available 11/15/2019. Printed 11/18/2019.



BOOK: 42108 PAGE: 345



BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 42108, p. 0346, MSA_CE62_41965. Date available 11/15/2019. Printed 11/18/2019.

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☑ County: Baltimore County

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

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

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 Agreement | ☐ 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	Ammended Declaration and Agreement
State Transfer	
County Transfer	

4 Consideration and Tax Calculations

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

Finance Office Use Only
Transfer and Recordation Tax Consideration

Transfer Tax Consideration		$ Exempt
X ( )%	=	$
Less Exemption Amount	–	$
Total Transfer Tax	=	$
Recordation Tax Consideration		$ Exempt
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	$	$

Dec/.

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
09	05840080	10961/001	0070	0016	(5)

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

Location/Address of Property Being Conveyed (2): 1238 Putty Hill Avenue Baltimore, MD

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)
Talisman Towson Limited Partnership	
Formerly known as Towson Marketplace Limited Partnership	
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)
Towson Estates Association Inc; The Fellowship Community Association Inc.; Associates of Loch Raven Village Inc; The Knottsham Improvement Association Inc.; The Cromwell Valley Community Association Inc	

New Owner's (Grantee) Mailing Address

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: Danielle Drecchio

Firm Bohler Engineering

Address: 901 Dulaney Valley Rd. Suite 801

Towson, MD 21204 Phone: (410) 821-7900

☑ 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).

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.:

	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS: TAX NOT REQUIRED

Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND

☐ COUNTY TRANSFER TAX

er _____ ART 11 TITLES

SUBTITLE 2, 11-3-202

☐ RECORDATION TAX

IP. ART 12-108

Distribution: White – Clerk's Office; Pink – Office of Finance; Canary – SDAT; Goldenrod – Preparer

AOC-CC-300 (5/2007)

Date 11.12.19

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 42108, p. 0347, MSA_CE62_41965. Date available 11/15/2019. Printed 11/18/2019.

WELLS + ASSOCIATES

MEMORANDUM

1420 Spring Hill Road,
Suite 610,
Tysons, VA 22102
703-917-6620
WellsandAssociates.com

TO: Caren Garfield
Kimco Realty Corporation

FROM: Michael J. Workosky, PTP, TOPS, TSOS
John A. Schick

RE: Towson Place
Parking Usage Study
Baltimore County, Maryland

DATE: October 17, 2019

Introduction

This memorandum summarizes a parking usage study for Towson Place located in Baltimore County, Maryland. The site is bounded by Goucher Boulevard and Prince Road on the west, E. Joppa Road on the north, an office parcel on the east, and Putty Hill Road on the south.

The site consists of 679,843 S.F. of retail space that includes a Target, Walmart, Bed, Bath, and Beyond and other retailers. There are also three outparcel buildings with retail and restaurant uses. The shopping center is fully occupied. Detailed information is contained in Appendix A.

The purpose of the study was to collect parking occupancy counts on a typical weekday and weekend to identity the existing usage of the facility.

Data Collection, Parking Ratios, and Occupancy by Area

Data Collection. Parking occupancy counts were collected at Towson Place on Thursday, October 10 and Saturday, October 12, 2019 from 9:00 AM to 9:00 PM and recorded at 60-minute intervals. The results are summarized on Table 1 and indicate the following peak hour parking ratios:

Peak Parking Ratios. The parking data was compiled for each of the areas to identify the peak hour and parking ratio. These are summarized on Table 1.

- Weekday peak hour occurred at 1:00 PM, when 844 spaces were occupied. This results in a parking ratio of 1.24 spaces per 1,000 S.F. of total space.

PETITIONER'S
EXHIBIT NO. 3

- Saturday peak hour occurred at 2:00 PM, when 1,216 spaces were occupied. This results in a parking ratio of 1.79 spaces per 1,000 S.F. of total space.

Parking Occupancy by Area. The parking occupancy by area is summarized on Tables 2 and 3 and outlined below. The areas are shown on the attached Figure.

- The overall parking occupancy was 31 percent during the peak hour (1:00 PM) on a weekday. The maximum parking occupancy occurred in Lot E (Panera and Susi restaurant lot) at 92 percent during this period. Note that a portion of this parking area appears to be employee parking. The parking field in front of the Target Store (Lot D) was 40 percent occupied during this period.

- The overall parking occupancy was 44 percent during the peak hour (2:00 PM) on Saturday. The maximum parking occupancy occurred in Lot E (Panera and Susi restaurant lot) at 93 percent during this period. The parking field in front of the Target Store (Lot D) was 59 percent occupied during this period.

Questions regarding this document should be directed to Wells + Associates.

O:\Projects\7501 - 8000\7964 Towson Place Parking Use Study\Documents\Report\Towson Place Parking Usage Study (10.17.19).docx

Table 1
Towson Place Parking Usage Study
Existing Parking Occupancy Summary

	Towson Place Shopping Center			
	Parking Supply [1] =		2,754 spaces	
	Total SF =		679,843 S.F. (GLA) [2]	
	Tuesday, October 10, 2019		Saturday, October 12, 2019	
Hour	Parking Occupancy	Rate per Total SF	Parking Occupancy	Rate per Total SF
9:00 AM	385	0.57	334	0.49
10:00 AM	562	0.83	610	0.90
11:00 AM	679	1.00	799	1.18
12:00 PM	751	1.10	996	1.47
1:00 PM	**844**	**1.24**	1,124	1.65
2:00 PM	818	1.20	**1,216**	**1.79**
3:00 PM	801	1.18	1,131	1.66
4:00 PM	705	1.04	990	1.46
5:00 PM	678	1.00	963	1.42
6:00 PM	671	0.99	872	1.28
7:00 PM	645	0.95	820	1.21
8:00 PM	546	0.80	617	0.91
9:00 PM	339	0.50	490	0.72
Maximum	**844**	**1.24**	**1,216**	**1.79**

Notes: (1) Based on inventory conducted by W+A.
(2) Information provided by Kimco.

Table 2
Towson Place Parking Usage Study
Existing Parking Occupancy, by Area

	Tuesday, October 10, 2019 - Occupied Spaces													
	Parking Supply [1] = 2,754 spaces Total SF = 679,843 S.F. (GLA) [2]													
	Lot A		Lot B		Lot C		Lot D		Lot E		Lot F			
Hour	Vehicles	% Occupancy	Vehicles	% Occupancy	Vehicles	% Occupancy	Vehicles	% Occupancy	Vehicles	% Occupancy	Vehicles	% Occupancy	Total	Percent Occupied
9:00 AM	31	6%	123	14%	30	8%	171	19%	26	44%	4	57%	385	14%
10:00 AM	68	13%	170	19%	67	17%	215	24%	40	68%	2	29%	562	20%
11:00 AM	91	17%	181	21%	86	22%	282	32%	37	63%	2	29%	679	25%
12:00 PM	98	19%	213	24%	84	21%	307	34%	47	80%	2	29%	751	27%
1:00 PM	**111**	**21%**	**236**	**27%**	**86**	**22%**	**355**	**40%**	**54**	**92%**	**2**	**29%**	**844**	**31%**
2:00 PM	122	23%	236	27%	84	21%	321	36%	54	92%	1	14%	818	30%
3:00 PM	118	22%	234	27%	96	24%	318	36%	34	58%	1	14%	801	29%
4:00 PM	94	18%	190	22%	89	23%	296	33%	35	59%	1	14%	705	26%
5:00 PM	102	19%	194	22%	71	18%	262	29%	48	81%	1	14%	678	25%
6:00 PM	93	18%	208	24%	66	17%	268	30%	35	59%	1	14%	671	24%
7:00 PM	88	17%	194	22%	66	17%	252	28%	44	75%	1	14%	645	23%
8:00 PM	61	12%	180	21%	39	10%	217	24%	49	83%	-	0%	546	20%
9:00 PM	42	8%	112	13%	14	4%	156	18%	15	25%	-	0%	339	12%
Maximum	**122**	**23%**	**236**	**27%**	**96**	**24%**	**355**	**40%**	**54**	**92%**	**4**	**57%**	**844**	**31%**
Supply	**529**		**874**		**395**		**890**		**59**		**7**		**2,754**	

Notes: (1) Based on inventory conducted by W+A.
(2) Information provided by Kimco.

Table 3
Towson Place Parking Usage Study
Existing Parking Occupancy, by Area

	Saturday, October 12, 2019 - Occupied Spaces													
	Parking Supply [1] = 2,754 spaces Total SF = 679,843 S.F. (GLA) [2]													
	Lot A		Lot B		Lot C		Lot D		Lot E		Lot F			Percent
Hour	Vehicles	% Occupancy	Vehicles	% Occupancy	Vehicles	% Occupancy	Vehicles	% Occupancy	Vehicles	% Occupancy	Vehicles	% Occupancy	Total	Occupied
9:00 AM	17	3%	87	10%	25	6%	165	19%	39	66%	1	14%	334	12%
10:00 AM	67	13%	153	18%	66	17%	268	30%	52	88%	4	57%	610	22%
11:00 AM	110	21%	186	21%	85	22%	366	41%	51	86%	1	14%	799	29%
12:00 PM	166	31%	255	29%	111	28%	407	46%	56	95%	1	14%	996	36%
1:00 PM	172	33%	273	31%	141	36%	479	54%	58	98%	1	14%	1,124	41%
2:00 PM	**182**	**34%**	**301**	**34%**	**156**	**39%**	**521**	**59%**	**55**	**93%**	**1**	**14%**	**1,216**	**44%**
3:00 PM	178	34%	289	33%	130	33%	489	55%	44	75%	1	14%	1,131	41%
4:00 PM	120	23%	243	28%	133	34%	442	50%	51	86%	1	14%	990	36%
5:00 PM	150	28%	235	27%	99	25%	435	49%	43	73%	1	14%	963	35%
6:00 PM	111	21%	226	26%	100	25%	377	42%	57	97%	1	14%	872	32%
7:00 PM	128	24%	192	22%	94	24%	349	39%	56	95%	1	14%	820	30%
8:00 PM	85	16%	152	17%	54	14%	274	31%	51	86%	1	14%	617	22%
9:00 PM	74	14%	139	16%	20	5%	218	24%	38	64%	1	14%	490	18%
Maximum	**182**	**34%**	**301**	**34%**	**156**	**39%**	**521**	**59%**	**58**	**98%**	**4**	**57%**	**1,216**	**44%**
Supply	**529**		**874**		**395**		**890**		**59**		**7**		**2,754**	

Notes: (1) Based on inventory conducted by W+A.
(2) Information provided by Kimco.

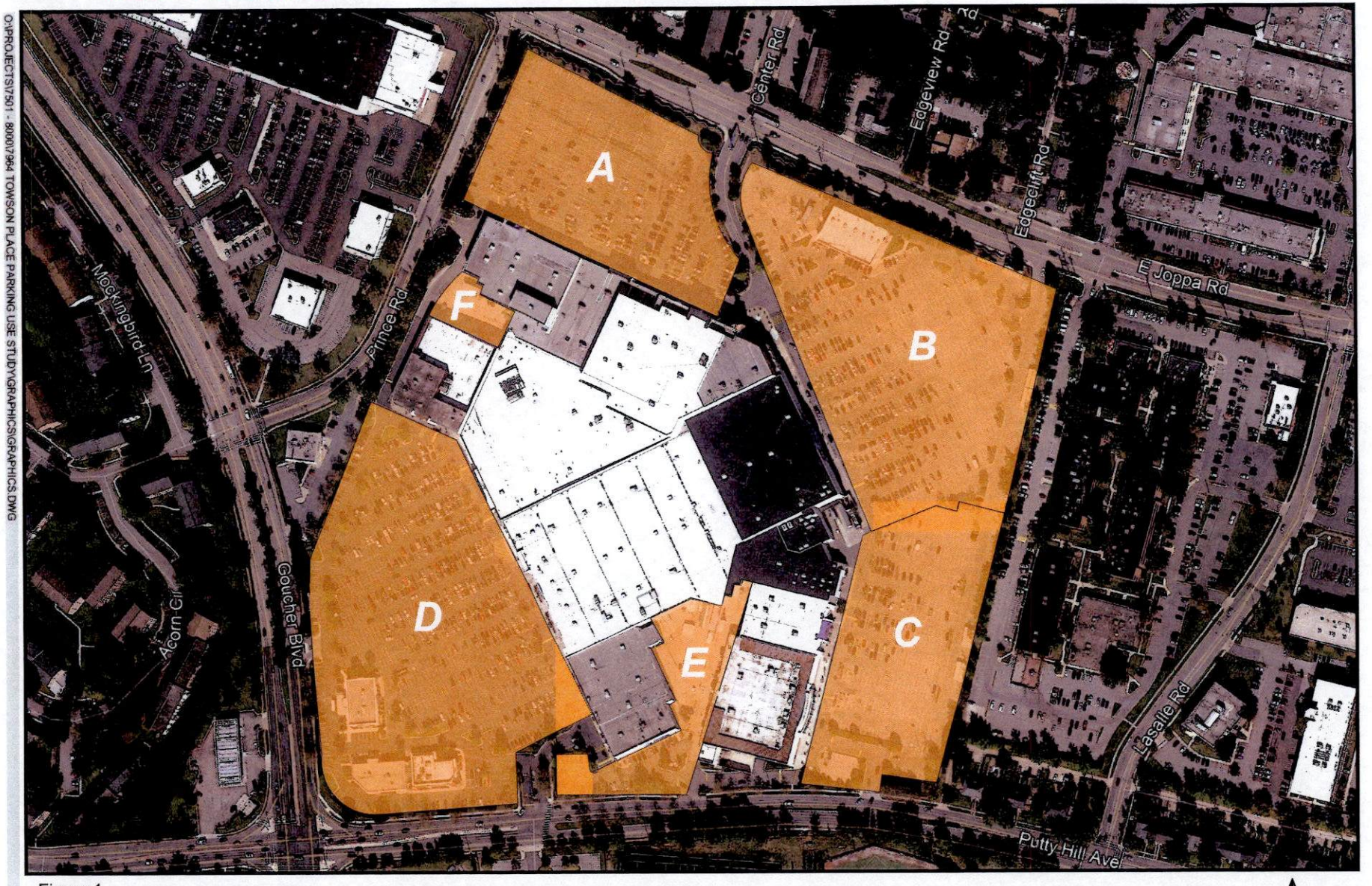


Figure 1
Parking Area Designations

Towson Place
Baltimore County, Maryland

O:\PROJECTS\7501 - 8000\7964 TOWSON PLACE PARKING USE STUDY\GRAPHICS\GRAPHICS.DWG

JCP

APPENDIX A

DETAILED SITE INFORMATION

111040

TOWSON PLACE

PUTTY HILL RD. & GOUCHER BLVD., TOWSON, MD

MANAGED BY AN AFFILIATE OF KIMCO REALTY

GLA: 679,843 SF **ACRES:** 43 **PARKING SPACES:** 2,978 **MSA:** Baltimore-Columbia-Towson (MD) **WEB LINK:** kimcorealty.com/111040

DEMOGRAPHICS

2018 ESTIMATES	POPULATION	DAYTIME POPULATION	HOUSEHOLDS	AVG. HH INCOME	MED. HH INCOME	PER CAPITA INCOME
1 MILE	15,491	28,818	6,829	$81,395	$64,916	$36,781
3 MILE	140,939	214,462	57,013	$87,925	$65,142	$36,708
5 MILE	336,194	426,185	134,905	$93,233	$66,737	$38,427
10 MILE	1,065,300	1,352,510	430,907	$82,854	$58,407	$34,176

Trade Area Systems, Updates of 2010 Census Data by Synergos

LEASING REPRESENTATIVE

SCOTTY SELLMAN
(410) 427-4416 | ssellman@kimcorealty.com

111040

TOWSON PLACE

PUTTY HILL RD. & GOUCHER BLVD., TOWSON, MD

MANAGED BY AN AFFILIATE OF KIMCO™ REALTY

	TENANT	SQFT
1	Bed Bath & Beyond	33,454
2	Burlington	43,669
3	TJ Maxx	32,139
4	DSW Shoe Warehouse	25,680
5	Walmart	154,828
6	Michaels	19,466
7	Ollie's Bargain Outlet	47,761
8	Panera Bread	4,500
9	Sushi Ichiban	988
10	Avenue	5,000
11	PetSmart	26,260
12	Target	132,608
13	Weis Markets	55,452
14	Marshalls	32,338
15	Jared -The Galleria of Jewelry	5,500
16	GameStop	6,000
17	Red Robin	6,000
18	Towson Place Liquors	2,900
19	Sport Clips	1,600
20	Le's Nails & Spa	1,400
21	Subway	1,200
22	Sprint PCS	2,900
23	Haverty's	38,200

Potential Availability

LEASING REPRESENTATIVE

SCOTTY SELLMAN

(410) 427-4416 | ssellman@kimcorealty.com

Disclaimer: This site plan shows the approximate location, square footage, and configuration of the shopping center and adjacent areas, and is only illustrative of the size and relationship of the stores and common areas generally, all of which are subject to change. The showing of any names of tenants, parking spaces, square footage, curb-cuts or traffic controls shall not be deemed to be a representation or warranty that any tenants will be at the shopping center, the square footage is accurate, or that any parking spaces, curb-cuts or traffic controls do or will continue to exist. Moreover, any demographics set forth in this flyer are for illustrative purposed only and shall not be deemed a representation by Landlord or their accuracy. Availability of this property for rent is subject to prior rental or withdrawal of the property from the market at any time without notice.

111040

TOWSON PLACE

PUTTY HILL RD. & GOUCHER BLVD., TOWSON, MD

MANAGED BY AN AFFILIATE OF KIMCO REALTY

Revision Date: 05/08/19
Original Date: 05/10/09

LEASING REPRESENTATIVE

SCOTTY SELLMAN

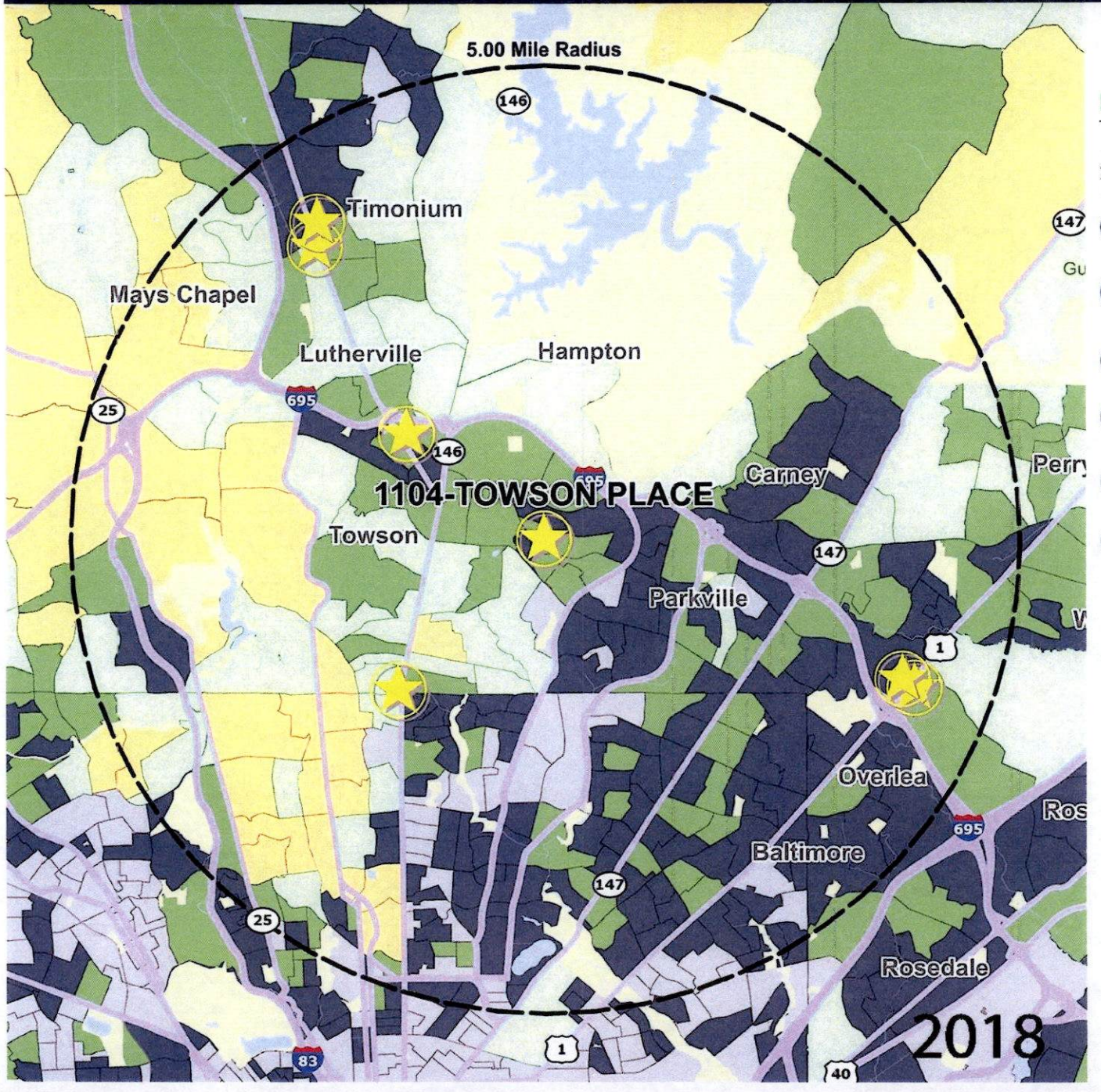
(410) 427-4416 | ssellman@kimcorealty.com

111040

TOWSON PLACE

PUTTY HILL RD. & GOUCHER BLVD., TOWSON, MD

MANAGED BY AN AFFILIATE OF KIMCO™ REALTY



DEMOGRAPHICS

2018 ESTIMATES	1-MILE	3-MILE	5-MILE
POPULATION	15,491	140,939	336,194
DAYTIME POP	28,818	214,462	426,185
HOUSEHOLDS	6,829	57,013	134,906
AVERAGE HH INCOME	$81,395	$87,925	$93,233
MEDIAN HH INCOME	$64,916	$65,142	$66,737
PER CAPITA INCOME	$36,781	$36,708	$38,427

Trade Area Systems, Updates of 2010 Census Data by Synergos

Average Household Income
by Block Group

- *$150K and up*
- *$100K - $150K*
- *$75K - $100K*
- *$50K - $75K*
- *< $50K*

Popstats, 4Q 2016 rev., Trade Area Systems

BOHLER™
ENGINEERING

901 Dulaney Valley Road, Suite 801
Towson, MD 21204
PHONE 410.821.7900
FAX 410.821.7987

RESUME

Michael J. Gesell, P.E.
Project Manager

EDUCATION:

Westminster Senior High School, Westminster, MD
Carroll County Career and Technology Center, Westminster, MD

PROJECT TESTIMONY:

Testified on behalf of Bohler Engineering in numerous municipalities before Planning Commissions, Board of Supervisors, Board of Appeals, Administrative Law Judges, and related municipal entities in Maryland, Delaware, and Pennsylvania.

EXPERIENCE:

Currently serves as a Project Manager in Bohler Engineering's Towson, Maryland Office. Experience includes over Nineteen (19) years of design and project management. Primarily responsible for design and approval for various commercial, and industrial developments. Areas of experience include site feasibility analysis and budgeting, site layout and planning, zoning and subdivision ordinance review/interpretation, horizontal and vertical roadway design, site grading, earthwork balancing and analysis, soil erosion and sediment control measures and facilities, utility design, stormwater management and water quality system designs, environmental compliance/evaluations, lighting photometric studies/design, signage compliance, landscaping design, vehicular circulation design, oversight of expediting and application approvals, and related services. Expertise includes supermarkets, service stations, maintenance facilities, restaurants, shopping centers, retail centers, car washes and other related projects in municipalities in Maryland, Delaware, and Pennsylvania.

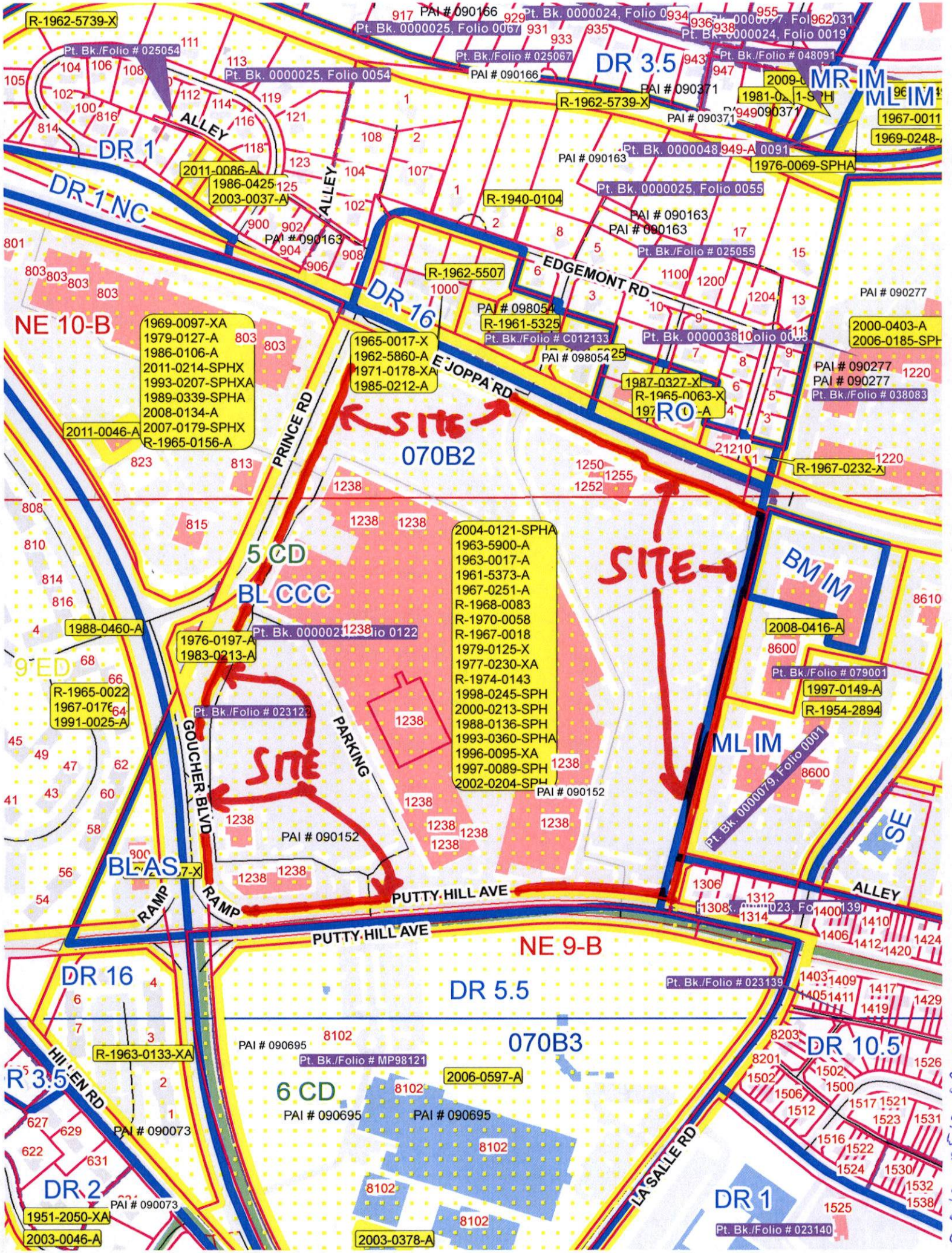
BALTIMORE COUNTY PROJECTS OF NOTE:

- Timonium Square Shopping Center - Redevelopment
- Shawan Plaza - Redevelopment
- Tradepoint Atlantic – Sparrows Point – Under Armour Warehouse, Amazon Warehouse and Floor N' Décor Warehouse
- Mill Station - Redevelopment
- Multiple Quick Serve Restaurants (Chick-fil-A, Sonic)
- Multiple Fuel Service Station Projects (SMO, Royal Farms, Weis Markets)
- Multiple Pharmacy Projects
- Multiple Variance Hearing Projects (Shawan Plaza, Timonium Square, Putty Hill Plaza)

PROFESSIONAL AFFILIATIONS:

- Maryland Professional Engineer #44097
- Certified Professional in Erosion and Sediment Control (CPESC) #6145

PETITIONER'S
EXHIBIT NO. 4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DR 5.5
DR 10.5
DR 2
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BM IM
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EDGEMONT RD
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GOUCHER BLVD
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Pt. Bk./Folio # 025067
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Pt. Bk./Folio # 048091
PAI # 090371
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Pt. Bk. 0000048, Folio 0091
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2011-0086-A
1986-0425
2003-0037-A
R-1940-0104
Pt. Bk. 0000025, Folio 0055
PAI # 090163
R-1962-5507
Pt. Bk./Folio # 025055
PAI # 090277
2000-0403-A
2006-0185-SPH
PAI # 098054
R-1961-5325
Pt. Bk./Folio # C012133
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1971-0178-XA
1985-0212-A
1987-0327-X
R-1965-0063-X
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1979-0127-A
1986-0106-A
2011-0214-SPHX
1993-0207-SPHXA
1989-0339-SPHA
2008-0134-A
2007-0179-SPHX
R-1965-0156-A
2011-0046-A
2004-0121-SPHA
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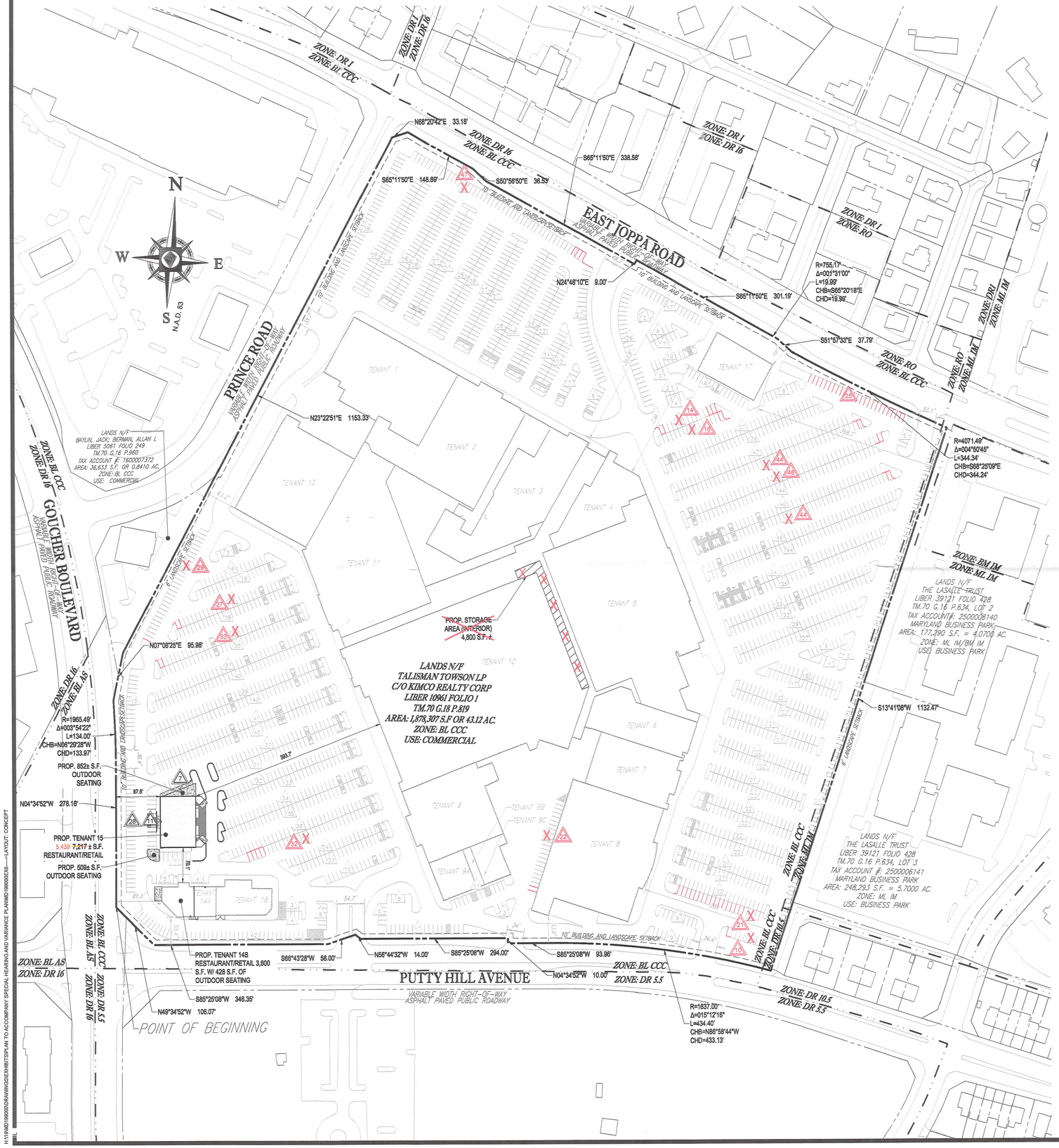
1963-0017-A
1961-5373-A
1967-0251-A
R-1968-0083
R-1970-0058
R-1967-0018
1979-0125-X
1977-0230-XA
R-1974-0143
1998-0245-SPH
2000-0213-SPH
1988-0136-SPH
1993-0360-SPHA
1996-0095-XA
1997-0089-SPH
2002-0204-SPH
PAI # 090152
1988-0460-A
1976-0197-A
1983-0213-A
Pt. Bk. 0000021, Folio 0122
2008-0416-A
Pt. Bk./Folio # 079001
1997-0149-A
R-1954-2894
R-1965-0022
1967-0176
1991-0025-A
Pt. Bk./Folio # 023123
Pt. Bk. 0000079, Folio 0001
Pt. Bk./Folio # 023139
R-1963-0133-XA
PAI # 090695
Pt. Bk./Folio # MP98121
2006-0597-A
PAI # 090073
1951-2050-XA
2003-0046-A
2003-0378-A
Pt. Bk./Folio # 023140
2019-0512-SPHA



ZONING HISTORY

CASE NO. 5900 (APPROVED 7/29/63)
VARIANCE FOR IDENTIFICATION SIGN.

CASE NO. 1954-2894 (APPROVED 3/12/54)
RECLASSIFIED FROM 'A' RESIDENCE ZONE TO 'F' LIGHT INDUSTRIAL ZONE.

CASE NO. 1961-5373 (CASE WITHDRAWN 12/6/61)

CASE NO. 1962-5737-XA (APPROVED 1/14/63)
SPECIAL EXCEPTION FOR MINIATURE GOLF COURSE.

CASE NO. 68-83-R (GRANTED 1/21/71)
RECLASSIFICATION FROM R-6 TO B.L.

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RECLASSIFICATION OF 0.33 AC. FROM B.L. TO B.M. FOR MARTIN'S CATERING.

CASE NO. 77-230-XA (APPROVED)
VARIANCE TO PERMIT 3,047 OFF-STREET PARKING SPACES IN LIEU OF THE REQUIRED 3,415 SPACES (-368 SPACES); USE OF THEATRES WAS DENIED.

CASE NO. 79-125-X (APPROVED 2/5/79)
SPECIAL EXCEPTION FOR AUTOMOTIVE SERVICE GARAGE IN MONTGOMERY WARDS.

CASE NO. 1984 COMPR. ZONING MAPS (DATED 1984)
B.L.-CCC AND D.R. 5.5 (13.9 AC.)

CASE NO. 97-89-SPHX, AND DEVELOPMENT PLAN #IX-386 (APPROVED 10/8/86)
SPECIAL HEARING TO APPROVE AMENDED DEVELOPMENT PLAN #IX-386. SPECIAL EXCEPTION TO APPROVE RELOCATION OF AUTO SERVICE GARAGE PREVIOUSLY APPROVED PER CASE #79-125-X AND 96-95-XA.

CASE NO. 88-136-SPH (DENIED 1/29/88)
SPH FOR A USE PERMIT TO STORE NEW AUTOMOBILES IN D.R. 5.5 ZONE (DENIED).

CASE NO. 1988 COMPR. ZONING MAPS (DATED 1988)
ZONING CHANGE: D.R. 5.5 TO B.L.-CCC

CASE NO. PERMIT 104135 C-1664-88 (APPROVED MARCH 1989)
SITE PLAN UPDATED TO INCLUDE "BLOCKBUSTER VIDEO" PAD SITE BUILDING.

CASE NO. 93-360-SPHA (APPROVED 6/24/93)
VARIANCE FOR 0' SETBACK FOR EXISTING PARKING; SPH TO AMEND SITE PLAN FOR HEMPHILL'S OUTDOOR GARDEN CENTER.

CASE NO. 96-95-XA (APPROVED 11/9/95, AMENDED 2/22/96)
VARIANCE FOR CONTINUANCE OF -368 P.S. PER #77-230-XA AND -130 P.S. TO ALLOW 2,972 P.S. TOTAL.

CASE NO. DEVELOPMENT REVIEW COMMITTEE #07217M DIST. 9, C4 (APPROVED 8/7/97)
D.R.C. APPROVED REQUEST FOR REFINEMENT TO DEVELOPMENT PLAN TO ALLOW CONNECTION OF PARKING LOTS BETWEEN TOWSON MARKETPLACE AND ADJACENT MARYLAND BUSINESS PARK. (RED LINED PLANS NOT PROCESSED WITH COUNTY TO DATE).

CASE NO. 98-245-SPH (APPROVED 3/31/98)
SPECIAL HEARING TO CLARIFY PREVIOUS RESTRICTIONS 3 AND 4.

CASE NO. 00-213-SPH (APPROVED 1/5/00)
SPECIAL HEARING TO AMEND CONDITIONS AND RESTRICTIONS IMPOSED BY PREVIOUS ZONING PLANS AND ORDERS NO. 97-89-SPHX, IX-386, 96-95-XA (TO APPROVE APPEARANCE OF TOYS-R-US FACADE).

CASE NO. 02-204-SPH, AND DEVELOPMENT PLAN #IX-386 (DENIED AMENDMENT, DENIED TENANT #16, APPROVED GLA CLOSING, 4/19/02)
SPECIAL HEARING TO APPROVE AMENDMENT TO DEVELOPMENT PLAN #IX-386 FOR TENANT #16 (CLOSE G.L.A. ON 2ND FLOOR) AND PREVIOUS ZONING CASES NO. 96-95-XA AND 97-89-SPHX.

CASE NO. 04-121-SPHA, AND DEVELOPMENT PLAN #IX-386 (APPROVED 11/17/03)
SPECIAL HEARING TO APPROVE 2ND AMENDMENT DEVELOPMENT PLAN #IX-386. VARIANCE FOR CONTINUANCE OF -368 P.S. PER #77-230-XA, AND -130 P.S. PER #96-95-XA AND ADDITIONAL -108 P.S. TO ALLOW 2,778 P.S. TOTAL FOR 678,300 S.F. OF G.L.A.

GENERAL NOTES:

1. PROPERTY INFORMATION:

A.	SITE ADDRESS:	1238 PUTTY HILL AVENUE
B.	GROSS SITE AREA:	1,878,307 S.F. OR 43.12 AC
C.	NET SITE AREA:	1,878,307 S.F. OR 43.12 AC
D.	ELECTION DISTRICT:	9
E.	COUNCILMANIC DISTRICT:	5
F.	ADC MAP:	4579G7, 4579G8, 4579H7, 4579H8
G.	CENSUS TRACT:	4912.01
H.	TAX MAP:	70
I.	PARCEL:	819
J.	TAX ACCOUNT NO:	0905840080

2. ZONING : BL CCC (BUSINESS LOCAL, COMMERCIAL, COMMUNITY CORE)
ML IM (MANUFACTURING, LIGHT, INDUSTRIAL, MAJOR)
DR 10.5 (DENSITY RESIDENTIAL, 10.5 UNITS/ACRE)

3. ZONING MAP REFERENCE: 070B2

4. LAND USE: EXISTING: RETAIL SHOPPING CENTER, AUTO SERVICE GARAGE
PROPOSED: RETAIL SHOPPING CENTER AND OTHER USES PERMITTED PER B.L. ZONING; AUTO SERVICE GARAGE PER ZONING CASE NOS. 79-125-X, 96-95-XA, AND 97-89SPHX.

5. FLOOR AREA RATIO: ALLOWABLE: 4.0 — EXISTING / PROPOSED: 764,782 ~~795,000~~ SF / (43.12 AC)(43560 SF/AC) = 0.41

6. BUILDING AREA: 764,782
GROSS BUILDING AREA = ~~795,000~~ S.F. (DOES NOT INCLUDE OUTDOOR SEATING)
COMMON AREAS = 78,900 S.F.
GROSS LEASABLE AREA = ~~000,249~~ 681,871 S.F. (INCLUDES 1,789 S.F. OF OUTDOOR SEATING ~~AND 4,000 S.F. OF STORAGE AREA~~)

7. SETBACKS:

	REQUIRED	MAIN BLDG.	PROPOSED (PAD SITES)
FRONT:	10'	376'	58'
SIDE(S):	0'	52'	203'/375'
REAR:	0'	55'	42'
LANDSCAPE:	10'		
PARKING:	10' (RIGHT-OF-WAY)		

8. HEIGHT REQUIREMENTS: 40' (MAX)

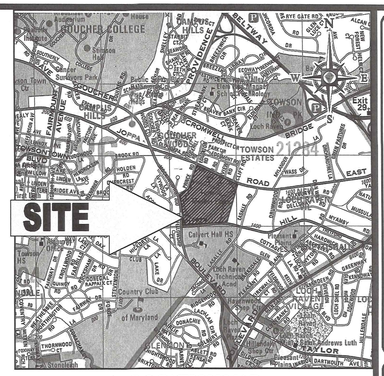
9. PARKING:

SPACES REQUIRED PER CODE: (5 SPACES PER 1,000 S.F. OF GROSS LEASABLE AREA) X ~~000,249~~ 681,871 S.F. = ~~2,442~~ 3,409 SPACES
APPROVED PARKING VARIANCES: CASE #77-230-XA = 368 REDUCTION; CASE #96-95-XA = 130 REDUCTION; CASE #04-121-SPHA = 108 REDUCTION
SPACES REQUIRED AFTER VARIANCE REDUCTIONS: 3,409
PROVIDED: ~~3442~~-368-130-108 = ~~2,936~~ 2,803
~~2,742 (VARIANCE OF 94 SPACE REDUCTION REQUIRED)~~ 2,803

10. THIS SITE IS SERVICED BY A PUBLIC WATER AND SEWER SYSTEM.
11. EXISTING SCREENING AND LANDSCAPING WILL REMAIN.
12. THE SITE IS NOT LOCATED WITHIN A 100-YEAR FLOODPLAIN PER FEMA MAP #2400100235F DATED SEPTEMBER 26, 2008.
13. THE SITE IS NOT LOCATED IN ANY FAILED BASIC SERVICE AREAS.
14. THERE ARE NO KNOWN EXISTING WELLS OR SEPTIC FIELDS ON THE SITE.
15. ANY FIXTURE USED TO ILLUMINATE AN OFF-STREET PARKING AREA SHALL BE ARRANGED AS TO REFLECT THE LIGHT AWAY FROM ADJACENT RESIDENTIAL SITE AND PUBLIC STREETS.
16. THE SITE IS NOT LOCATED IN THE CHESAPEAKE BAY CRITICAL AREA.
17. THERE ARE NO KNOWN HISTORICAL STRUCTURES LOCATED ON THE PROPERTY.

G.L.A. SUMMARY

TENANT 1	33,454 S.F.	BED, BATH, & BEYOND
TENANT 2	43,669 S.F.	BURLINGTON
TENANT 3	32,139 S.F.	TJ MAXX (2 STORIES)
TENANT 4	25,680 S.F.	DSW
TENANT 5/6	154,828 S.F.	WALMART
TENANT 7	19,486 S.F.	MICHAELS
TENANT 8	47,761 S.F.	OLLIE'S BARGAIN OUTLET
TENANT 9	26,260 S.F.	PETSMART
TENANT 9A	5,000 S.F.	THE AVENUE
TENANT 9B	998 S.F.	SUSHI ICHIBAN
TENANT 9C	4,500 S.F.	PANERA BREAD
TENANT 10	132,828 ~~107,400~~ S.F.	TARGET/STORAGE AREA
TENANT 11	55,542 S.F.	WEIS
TENANT 12	32,338 S.F.	MARSHALLS
TENANT 13	38,200 S.F.	HAVERTY'S (2ND FLOOR)
TENANT 14A	2,400 S.F.	GAMESTOP
PROP. TENANT 14B	4,028 S.F.	RETAIL/RESTAURANT/OUTDOOR SEATING
PROP. TENANT 15	6,800 ~~6,578~~ S.F.	RETAIL/RESTAURANT/OUTDOOR SEATING
TENANT 16	6,000 S.F.	RED ROBIN
TENANT 17	10,000 S.F.	RETAIL
TOTAL AREA	~~000,249~~ 681,871 S.F.	



LOCATION MAP
COPYRIGHT ADC THE MAP PEOPLE
PERMIT USE NO. 20802153-5
SCALE: 1"=2000'

BOHLER ENGINEERING
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	12/3/19	REVISE BUILDING S.F. AND PARKING CALCS	ISL / MJG

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

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ALWAYS CALL 811
It's fast. It's free. It's the law.

NOT APPROVED FOR CONSTRUCTION

PROJECT No.:	MD199000
DRAWN BY:	ISL
CHECKED BY:	MJG
DATE:	11/4/19
SCALE:	1"=100'
CAD I.D.:	MD199000EX0

PROJECT:
TOWSON PLACE
FOR
KIMCO REALTY
1238 PUTTY HILL AVE
TOWSON PLACE
TOWSON, MD 21286

BOHLER ENGINEERING
901 DULANEY VALLEY ROAD, SUITE 801
TOWSON, MARYLAND 21204
Phone: (410) 821-7900
Fax: (410) 821-7987
MD@BohlerEng.com

M.J. GESELL
PROFESSIONAL ENGINEER
MARYLAND LICENSE No. 44097

SHEET TITLE:
PLAN TO ACCOMPANY SPECIAL HEARING ~~AND VARIANCE~~ REQUEST

SHEET NUMBER: 1

REVISION 0 - 11/4/19

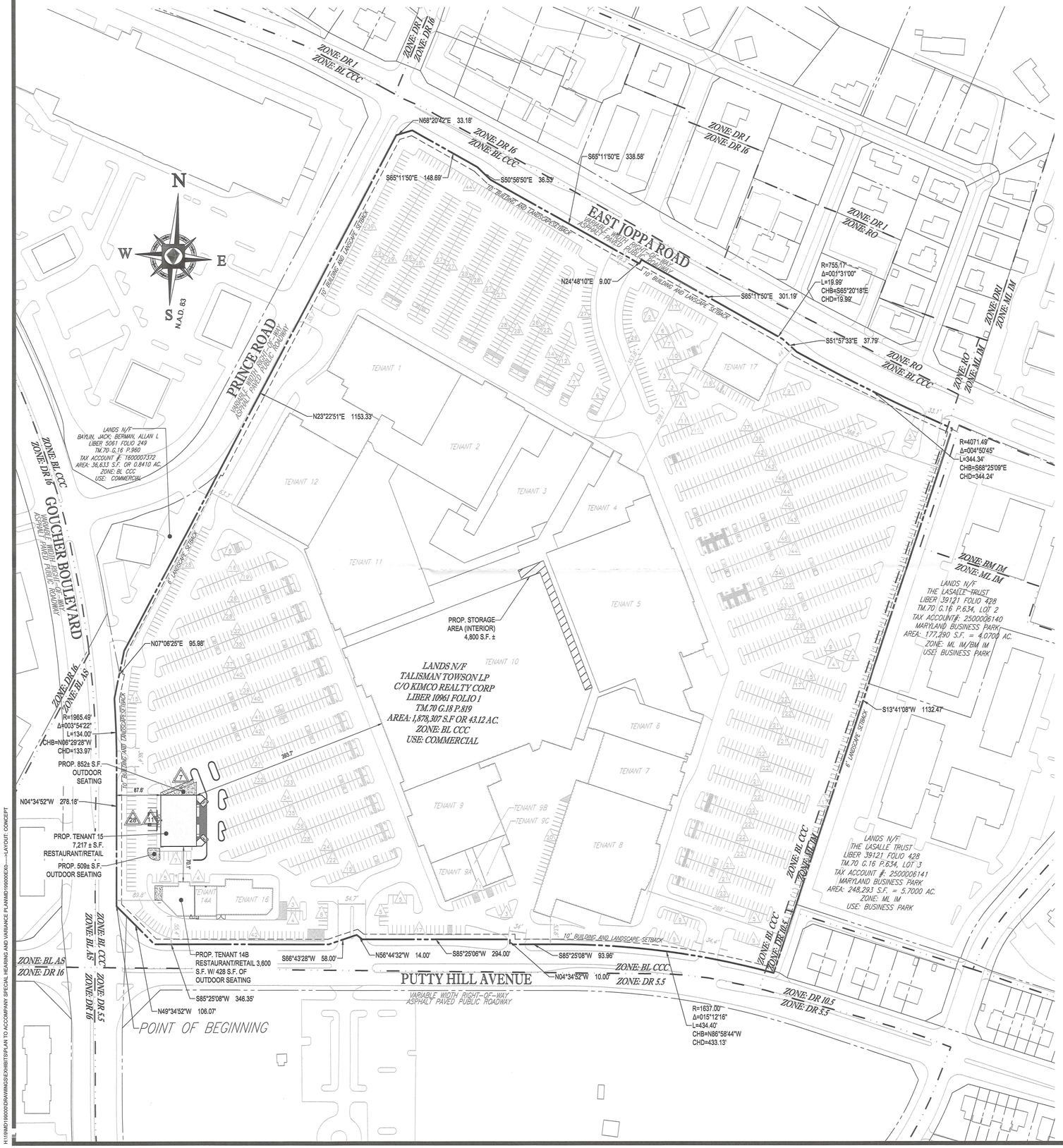
PETITIONER'S EXHIBIT NO. 1

OWNER

TALISMAN TOWSON LP
C/O KIMCO REALTY CORPORATION
SUITE 201
500 NORTH BROADWAY
JERICHO, NY 11753

PROFESSIONAL CERTIFICATION
I, MICHAEL J. GESELL, 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. 44097, EXPIRATION DATE: 9/9/21.

H:\11\MD199000\DRAWING\SEXHIBIT\SPLAN TO ACCOMPANY SPECIAL HEARING AND VARIANCE PLAN\MD199000EX0----->LAYOUT: CONCEPT



ZONING HISTORY

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VARIANCE FOR IDENTIFICATION SIGN.

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RECLASSIFIED FROM 'A' RESIDENCE ZONE TO 'F' LIGHT INDUSTRIAL ZONE.

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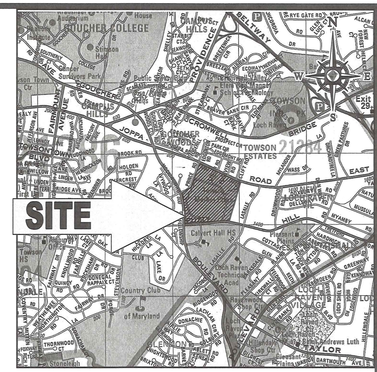

LOCATION MAP

COPYRIGHT ADC THE MAP PEOPLE
PERMIT USE NO. 20602153-5
SCALE: 1"=2000'

G.L.A. SUMMARY

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TENANT 5/6	154,828 S.F.	WALMART
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TENANT 11	55,542 S.F.	WEIS
TENANT 12	32,338 S.F.	MARSHALLS
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TENANT 14A	2,400 S.F.	GAMESTOP
PROP. TENANT 14B	4,028 S.F.	RETAIL/RESTAURANT/OUTDOOR SEATING
PROP. TENANT 15	8,578 S.F.	RETAIL/RESTAURANT/OUTDOOR SEATING
TENANT 16	6,000 S.F.	RED ROBIN
TENANT 17	10,000 S.F.	RETAIL
TOTAL AREA	688,249 S.F.	

GENERAL NOTES:

1. PROPERTY INFORMATION:

A.	SITE ADDRESS:	1238 PUTTY HILL AVENUE
B.	GROSS SITE AREA:	1,878,307 S.F. OR 43.12 AC
C.	NET SITE AREA:	1,878,307 S.F. OR 43.12 AC
D.	ELECTION DISTRICT:	9
E.	COUNCILMANIC DISTRICT:	5
F.	ADC MAP:	4579G7, 4579G8, 4579H7, 4579H8
G.	CENSUS TRACT:	4912.01
H.	TAX MAP:	70
I.	PARCEL:	819
J.	TAX ACCOUNT NO:	0905840080

2. ZONING : BL CCC (BUSINESS LOCAL, COMMERCIAL, COMMUNITY CORE)
ML IM (MANUFACTURING, LIGHT, INDUSTRIAL, MAJOR)
DR 10.5 (DENSITY RESIDENTIAL, 10.5 UNITS/ACRE)

3. ZONING MAP REFERENCE: 070B2

4. LAND USE: EXISTING: RETAIL SHOPPING CENTER, AUTO SERVICE GARAGE
PROPOSED: RETAIL SHOPPING CENTER AND OTHER USES PERMITTED PER B.L. ZONING; AUTO SERVICE GARAGE PER ZONING CASE NOS. 79-125-X, 96-95-XA, AND 97-89SPHX.

5. FLOOR AREA RATIO: ALLOWABLE: 4.0; EXISTING / PROPOSED: 765,360 SF / (43.12 AC)(43560 SF/AC) = 0.41

6. BUILDING AREA
GROSS BUILDING AREA = 765,360 S.F. (DOES NOT INCLUDE OUTDOOR SEATING)
COMMON AREAS = 78,900 S.F.
GROSS LEASABLE AREA = 688,249 S.F. (INCLUDES 1,789 S.F. OF OUTDOOR SEATING AND 4,800 S.F. OF STORAGE AREA)

7. SETBACKS:

	REQUIRED	MAIN BLDG.	PROPOSED (PAD SITES)
FRONT:	10'	376'	58'
SIDE(S):	0'	52'	203'/375'
REAR:	0'	55'	42'
LANDSCAPE:	10'		
PARKING:	10' (RIGHT-OF-WAY)		

8. HEIGHT REQUIREMENTS: 40' (MAX)

9. PARKING:
SPACES REQUIRED PER CODE: (5 SPACES PER 1,000 S.F. OF GROSS LEASABLE AREA) X 688,249 S.F. = 3,442 SPACES
APPROVED PARKING VARIANCES: CASE #77-230-XA = 368 REDUCTION; CASE #96-95-XA = 130 REDUCTION; CASE #04-121-SPHA = 108 REDUCTION
SPACES REQUIRED AFTER VARIANCE REDUCTIONS: 3442-368-130-108 = 2,836
PROVIDED: 2,742 (VARIANCE OF 94 SPACE REDUCTION REQUIRED)

10. THIS SITE IS SERVICED BY A PUBLIC WATER AND SEWER SYSTEM.
11. EXISTING SCREENING AND LANDSCAPING WILL REMAIN.
12. THE SITE IS NOT LOCATED WITHIN A 100-YEAR FLOODPLAIN PER FEMA MAP #2400100235F DATED SEPTEMBER 26, 2008.
13. THE SITE IS NOT LOCATED IN ANY FAILED BASIC SERVICE AREAS.
14. THERE ARE NO KNOWN EXISTING WELLS OR SEPTIC FIELDS ON THE SITE.
15. ANY FIXTURE USED TO ILLUMINATE AN OFF-STREET PARKING AREA SHALL BE ARRANGED AS TO REFLECT THE LIGHT AWAY FROM ADJACENT RESIDENTIAL SITE AND PUBLIC STREETS.
16. THE SITE IS NOT LOCATED IN THE CHESAPEAKE BAY CRITICAL AREA.
17. THERE ARE NO KNOWN HISTORICAL STRUCTURES LOCATED ON THE PROPERTY.

OWNER

TALISMAN TOWSON LP
C/O KIMCO REALTY CORPORATION
SUITE 201
500 NORTH BROADWAY
JERICHO, NY 11753

PROFESSIONAL CERTIFICATION
I, MICHAEL J. GESELL, 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. 44997, EXPIRATION DATE: 8/9/21

BOHLER ENGINEERING
SITE CIVIL AND CONSULTING ENGINEERING
SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY

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NOT APPROVED FOR CONSTRUCTION

PROJECT No.:	MD199000
DRAWN BY:	ISL
CHECKED BY:	MJG
DATE:	11/4/19
SCALE:	1"=100'
CAD I.D.:	MD199000EX0

PROJECT:
TOWSON PLACE
FOR
KIMCO REALTY
1238 PUTTY HILL AVE
TOWSON PLACE
TOWSON, MD 21286

BOHLER ENGINEERING
901 DULANEY VALLEY ROAD, SUITE 801
TOWSON, MARYLAND 21204
Phone: (410) 821-7900
Fax: (410) 821-7987
MD@BohlerEng.com

M.J. GESELL
PROFESSIONAL ENGINEER
STATE OF MARYLAND
MICHAEL JOSEPH GESELL
21787
PROFESSIONAL ENGINEER
11/12/19

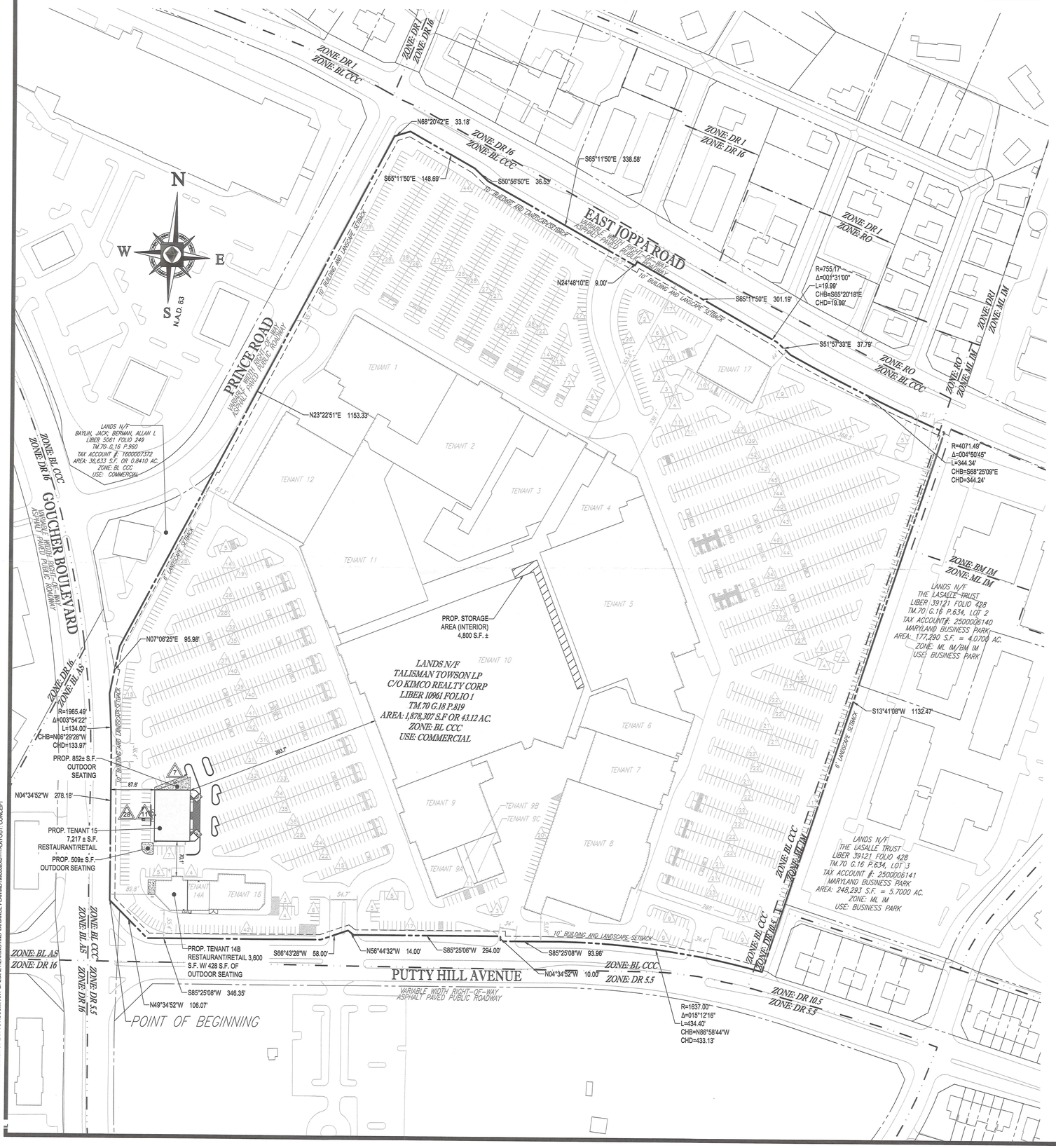
SHEET TITLE:
PLAN TO ACCOMPANY SPECIAL HEARING AND VARIANCE REQUEST

SHEET NUMBER: 1

REVISION 0 - 11/4/19

H:\199\MD199000\DWG\ENGINEERING\EXHIBITS\PLAN TO ACCOMPANY SPECIAL HEARING AND VARIANCE PLAN\MD199000EX0-----LAYOUT: CONCEPT

2019-0512-SPHA



ZONING HISTORY

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CASE NO. 97-89-SPHX, AND DEVELOPMENT PLAN #IX-386 (APPROVED 10/8/86)
SPECIAL HEARING TO APPROVE AMENDED DEVELOPMENT PLAN #IX-386.
SPECIAL EXCEPTION TO APPROVE RELOCATION OF AUTO SERVICE GARAGE PREVIOUSLY APPROVED PER CASE #79-125-X AND 96-95-XA.

CASE NO. 88-136-SPH (DENIED 1/29/88)
SPH FOR A USE PERMIT TO STORE NEW AUTOMOBILES IN D.R. 5.5 ZONE (DENIED).

CASE NO. 1988 COMPR. ZONING MAPS (DATED 1988)
ZONING CHANGE: D.R. 5.5 TO B.L.-CCC

CASE NO. PERMIT 104135 C-1664-88 (APPROVED MARCH 1989)
SITE PLAN UPDATED TO INCLUDE "BLOCKBUSTER VIDEO" PAD SITE BUILDING.

CASE NO. 93-360-SPHA (APPROVED 6/24/93)
VARIANCE FOR 0' SETBACK FOR EXISTING PARKING; SPH TO AMEND SITE PLAN FOR HEMPHILL'S OUTDOOR GARDEN CENTER.

CASE NO. 96-95-XA (APPROVED 11/8/95,AMENDED 2/22/96)
VARIANCE FOR CONTINUANCE OF -368 P.S. PER #77-230-XA AND -130 P.S. TO ALLOW 2,972 P.S. TOTAL.

CASE NO. DEVELOPMENT REVIEW COMMITTEE #07217M DIST. 9, C4 (APPROVED 8/7/97)
D.R.C. APPROVED REQUEST FOR REFINEMENT TO DEVELOPMENT PLAN TO ALLOW CONNECTION OF PARKING LOTS BETWEEN TOWSON MARKETPLACE AND ADJACENT MARYLAND BUSINESS PARK. (RED LINED PLANS NOT PROCESSED WITH COUNTY TO DATE).

CASE NO. 98-245-SPH (APPROVED 3/31/98)
SPECIAL HEARING TO CLARIFY PREVIOUS RESTRICTIONS 3 AND 4.

CASE NO. 00-213-SPH (APPROVED 1/5/00)
SPECIAL HEARING TO AMEND CONDITIONS AND RESTRICTIONS IMPOSED BY PREVIOUS ZONING PLANS AND ORDERS NO. 97-89-SPHX, IX-386, 96-95-XA (TO APPROVE APPEARANCE OF TOYS-R-US FACADE).

CASE NO. 02-204-SPH, AND DEVELOPMENT PLAN #IX-386 (DENIED AMENDMENT, DENIED TENANT #16, APPROVED GLA CLOSING, 4/19/02)
SPECIAL HEARING TO APPROVE AMENDMENT TO DEVELOPMENT PLAN #IX-386 FOR TENANT #16 (CLOSE G.L.A. ON 2ND FLOOR) AND PREVIOUS ZONING CASES NO. 96-95-XA AND 97-89-SPHX.

CASE NO. 04-121-SPHA, AND DEVELOPMENT PLAN #IX-386 (APPROVED 11/17/03)
SPECIAL HEARING TO APPROVE 2ND AMENDMENT DEVELOPMENT PLAN #IX-386. VARIANCE FOR CONTINUANCE OF -368 P.S. PER #77-230-XA, AND -130 P.S. PER #96-95-XA AND ADDITIONAL -108 P.S. TO ALLOW 2,776 P.S. TOTAL FOR 676,300 S.F. OF G.L.A.

GENERAL NOTES:

1. PROPERTY INFORMATION:

A.	SITE ADDRESS:	1238 PUTTY HILL AVENUE
B.	GROSS SITE AREA:	1,878,307 S.F. OR 43.12 AC
C.	NET SITE AREA:	1,878,307 S.F. OR 43.12 AC
D.	ELECTION DISTRICT:	9
E.	COUNCILMANIC DISTRICT:	5
F.	ADC MAP:	4579G7, 4579G8, 4579H7, 4579H8
G.	CENSUS TRACT:	4912.01
H.	TAX MAP:	70
I.	PARCEL:	819
J.	TAX ACCOUNT NO:	0905840080

2. ZONING : BL CCC (BUSINESS LOCAL, COMMERCIAL, COMMUNITY CORE)
ML IM (MANUFACTURING, LIGHT, INDUSTRIAL, MAJOR)
DR 10.5 (DENSITY RESIDENTIAL, 10.5 UNITS/ACRE)

3. ZONING MAP REFERENCE: 070B2

4. LAND USE: EXISTING: RETAIL SHOPPING CENTER, AUTO SERVICE GARAGE
PROPOSED: RETAIL SHOPPING CENTER AND OTHER USES PERMITTED PER B.L. ZONING; AUTO SERVICE GARAGE PER ZONING CASE NOS. 79-125-X, 96-95-XA, AND 97-89SPHX.

5. FLOOR AREA RATIO: ALLOWABLE: 4.0 — EXISTING / PROPOSED: 755,360 SF / (43.12 AC)(43560 SF/AC) = 0.41

6. BUILDING AREA
GROSS BUILDING AREA = 765,360 S.F. (DOES NOT INCLUDE OUTDOOR SEATING)
COMMON AREAS = 78,900 S.F.
GROSS LEASABLE AREA = 688,249 S.F. (INCLUDES 1,789 S.F. OF OUTDOOR SEATING AND 4,800 S.F. OF STORAGE AREA)

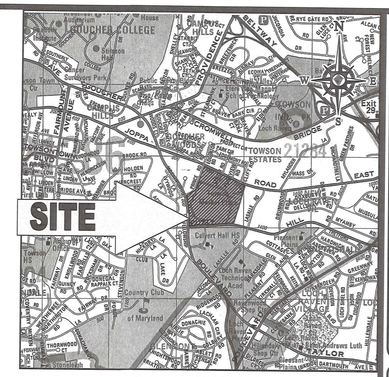
7. SETBACKS:

	REQUIRED	MAIN BLDG.	PROPOSED (PAD SITES)
FRONT:	10'	376'	58'
SIDE(S):	0'	52'	203/375'
REAR:	0'	55'	42'
LANDSCAPE:	10'		
PARKING:	10' (RIGHT-OF-WAY)		

8. HEIGHT REQUIREMENTS: 40' (MAX)

9. PARKING:
SPACES REQUIRED PER CODE: (5 SPACES PER 1,000 S.F. OF GROSS LEASABLE AREA) X 688,249 S.F. = 3,442 SPACES
APPROVED PARKING VARIANCES: CASE #77-230-XA = 368 REDUCTION; CASE #96-95-XA = 130 REDUCTION; CASE #04-121-SPHA = 108 REDUCTION
SPACES REQUIRED AFTER VARIANCE REDUCTIONS: 3442-368-130-108 = 2,836
PROVIDED: 2,742 (VARIANCE OF 94 SPACE REDUCTION REQUIRED)

10. THIS SITE IS SERVICED BY A PUBLIC WATER AND SEWER SYSTEM.
11. EXISTING SCREENING AND LANDSCAPING WILL REMAIN.
12. THE SITE IS NOT LOCATED WITHIN A 100-YEAR FLOODPLAIN PER FEMA MAP #2400100235F DATED SEPTEMBER 26, 2008.
13. THE SITE IS NOT LOCATED IN ANY FAILED BASIC SERVICE AREAS.
14. THERE ARE NO KNOWN EXISTING WELLS OR SEPTIC FIELDS ON THE SITE.
15. ANY FIXTURE USED TO ILLUMINATE AN OFF-STREET PARKING AREA SHALL BE ARRANGED AS TO REFLECT THE LIGHT AWAY FROM ADJACENT RESIDENTIAL SITE AND PUBLIC STREETS.
16. THE SITE IS NOT LOCATED IN THE CHESAPEAKE BAY CRITICAL AREA.
17. THERE ARE NO KNOWN HISTORICAL STRUCTURES LOCATED ON THE PROPERTY.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JOPPA
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ROAD
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of Maryland
Calvert Hall HS
Towson HS
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