

M E M O R A N D U M

DATE: August 5, 2020
TO: Zoning Review Office
FROM: Office of Administrative Hearings
RE: Case No. 2020-0046-A – Appeal Period Expired

The appeal period for the above-referenced cases expired on August 3, 2020. There being no appeal filed, the subject file is ready for return to the Zoning Review Office and is placed in the 'pick up box.'

/dlw

c:  Case File
Office of Administrative Hearings

IN RE: PETITION FOR VARIANCE

(7908 New Battle Grove Road)

15th Election District

7th Council District

Joseph & Anna Barickowski,

Legal Owners

PTV Contracting, LLC

Contract Purchaser

Petitioners

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BEFORE THE OFFICE

OF ADMINISTRATIVE

HEARINGS FOR

BALTIMORE COUNTY

CASE NO. 2020-0046-A

* * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings (“OAH”) for Baltimore County as a Petition for Variance filed on behalf of Joseph and Anna Barickowski, legal owners of the subject property, and PTV Contracting, LLC, contract purchaser, herein referred to as (“Petitioners”). Petitioners are requesting variance relief from § 409.6 of the Baltimore County Zoning Regulations (“BCZR”) to permit a new retail structure with 35 parking spaces in lieu of the required 53 parking spaces. A site plan was submitted as Petitioners’ Exhibit 1. A redlined site plan, which incorporates the ZAC comments of the Department of Planning (“DOP”), was submitted as Petitioner’s Exhibit 2.

Ben Syput, a development manager for the Petitioner, appeared in support of the petition. David H. Karceski, Esq. represented the Petitioners. Christopher D. Duke, the licensed engineer who prepared the site plans, also attended the hearing. His *curriculum vitae* was admitted as Petitioner’s Exhibit 3, and he was accepted as an expert in engineering, land development, and the BCZR. There were no protestants or interested citizens in attendance. The Petition was advertised and posted as required by the BCZR. Substantive Zoning Advisory Committee (“ZAC”) comments were received from the Department of Planning (“DOP”) and the Department of Environmental Protection and Sustainability (“DEPS”).

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Date

7/2/20

By

D. Mignone

Mr. Karceski presented the evidence as follows. The site is approximately 1.513 acres in size and is split-zoned BL-AS and BL. It fronts on New Battle Grove Road and is bordered on the north by a small section of North Point Boulevard, a state road. The site is made up of three separate parcels and is currently occupied by three structures, which will all be razed. The Petitioner plans to build a Dollar General store on the site.

Mr. Karceski explained that the site is unique in several respects. First, the site is extremely flat and devoid of any topography. As a result the stormwater management infrastructure has to be larger in order to accommodate swifter run-off. In addition, it fronts New Battle Grove Road on an angle and this necessitated moving the parking further back off the road in order to create a straight and aesthetically attractive parking area there. Further, in deference to DOP's comments, and to the residents on the west side of the site, they are putting no parking on that side of the building. Finally, the State Highway Administration has required Petitioner to place the access point at the farthest point possible from North Point Boulevard, so this ingress/egress point occupies a substantial area at the southeast section of the site. All of these constraints necessitate the request for the parking variance.

Mr. Karceski proffered that Mr. Syput has managed the development of over one hundred Dollar General stores and that Syput is confident that the 35 spaces at this location will be more than ample to accommodate the parking needs of a Dollar General store this size. Mr. Karceski and Mr. Duke have worked diligently with the DOP to incorporate all the DOP comments into the redlined plan and these DOP requests will be incorporated into the final development.

A variance request involves a two-step process, summarized as follows:

- (1) It must be shown the property is unique in a manner which makes it unlike surrounding properties, and that uniqueness or peculiarity must necessitate variance relief; and
- (2) If variance relief is denied, Petitioner will experience a practical difficulty

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or hardship.

Cromwell v. Ward, 102 Md. App. 691 (1995).

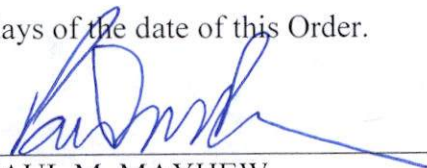
As described above, there are a myriad of unique features of this site that directly necessitate the requested parking variance. If the Regulations were strictly interpreted, Petitioners would experience a practical difficulty because they would be unable to construct this proposed development. Finally, I find that the variance can be granted in harmony with the spirit and intent of the BCZR, and in such manner as to grant relief without injury to the public health, safety and general welfare. In fact, this reduced parking capacity will reduce the impervious surface area on the site and provide a direct environmental benefit.

THEREFORE, IT IS ORDERED, this **2nd** day of **July, 2020**, by the Administrative Law Judge for Baltimore County, that the Petition for Variance from § 409.6 of the Baltimore County Zoning Regulations ("BCZR") to permit a new retail structure with 35 parking spaces in lieu of the required 53 parking spaces, be and is hereby GRANTED.

The relief granted herein shall be subject to the following:

1. Petitioners may apply for necessary permits and/or licenses upon receipt of this Order. However, Petitioners are hereby made aware that proceeding at this time is at their 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, Petitioners would be required to return the subject property to its original condition.
2. Petitioners must comply with the DOP and DEPS ZAC comments; copies of which are attached hereto and made a part thereof.

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:dlw

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Date

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7/2/20
D. M. M. M. M.



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 7908 NEW BATTLE GROVE RD which is presently zoned BL
Deed References: 06188-00748; 05879-00138 10 Digit Tax Account # 1502002752
Property Owner(s) Printed Name(s) JOSEPH & ANNA BARCIKOWSKI

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

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

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

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)

BCZR: 409.6 → To permit a new retail structure with 35 parking spaces in lieu of the required 53 parking spaces.

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 bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.
Legal Owner(s) Affirmation: I / we do so solemnly declare and affirm, under the penalties of perjury, that I / We are the legal owner(s) of the property which is the subject of this / these Petition(s).

Contract Purchaser/Lessee:

PTV CONTRACTING, LLC c/o WILLIAM OWEN
Name- Type or Print

Signature

400 PENN CENTER BLVD, BLDG 4, SUITE 1000
Mailing Address City PITTSBURGH State PA

15235 / 724.420.5367 / william.owen@
Zip Code Telephone # Email Address penntexventures.com

Attorney for Petitioner:

David H. Karcieski

Name- Type or Print

Signature

210 W. Pennsylvania Ave. Towson MD
Mailing Address City State

21204 / 410 494 6285 / dkarcieski@
Zip Code Telephone # Email Address verable.com

Legal Owners (Petitioners):

PTV Contracting, LLC c/o William Owen

Name #1 - Type or Print

Print

Signature #1

400 Penn Center Blvd., Bldg. 4, Ste. 1000, Pittsburgh, PA
Mailing Address City State

15235 / 724.420.5367 / william.owen@penntexventures.com
Zip Code Telephone # Email Address

Representative to be contacted:

CHRISTOPHER DUKE, BECKER MORGAN GROUP

Name - Type or Print

Signature

250 S. MAIN ST, STE 109, NEWARK, DE
Mailing Address City State

19711 / 302-369-3700 / cduke@beckermorgan.com
Zip Code Telephone # Email Address

CASE NUMBER 2020-0046-A Filing Date 2/13/20 Do Not Schedule Dates: Reviewer JS

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REV. 10/4/11

Date

By

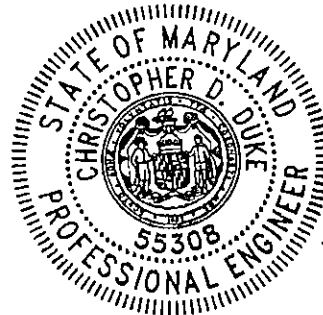
**Prepared for PTV Contracting, LLC
7908 & 7910 New Battle Grove Road**

Annexation Parcel – 1.513 acres +/-

All that certain lot, piece or parcel of land with improvements thereon erected, situated in the 15th Election District of Baltimore County, State of Maryland, lying on the northwest side of New Battle Grove Road, being bounded on the east by New Battle Grove Road, on the south by lands now or formerly of Men's Battle Grove Democratic Club, on the west by a public alley and on the north in part by lands now or formerly of Kien T. Le and Tuyet Thi Pham and North Point Boulevard, MD Route 151 and being shown on a recent survey as prepared by Becker Morgan Group and being more particularly described as follows to wit:

Beginning at a set iron rod with cap at the intersection of the northwesterly right of way line of New Battle Grove Road (30' wide right of way) and the southwesterly right of way line of North Point Boulevard, MD Route 151 (150' wide right of way); thence running with said right of way line of New Battle Grove Road the following two courses and distances 1) South $11^{\circ}22'51''$ West 98.32 feet to a set iron rod with cap; thence 2) South $23^{\circ}39'24''$ West 111.40 feet to a found iron rod at a corner for the lands of Men's Battle Grove Democratic Club and this parcel; thence running with the lands of Men's Battle Grove Democratic Club 3) North $66^{\circ}20'36''$ West 300.00 feet to set iron rod with cap in line with the easterly right of way line of a public alley (15' wide right of way) and at a corner for this parcel; thence running with the said right of way line of the public alley 4) North $23^{\circ}39'24''$ East 225.00 feet to a found iron pipe at a corner for the lands of Kien T. Le and Tuyet Thi Pham and this parcel; thence running with the lands of Kien T. Le and Tuyet Thi Pham 5) South $66^{\circ}20'36''$ East 256.08 feet to a found iron pipe in line with the westerly right of way line of North Point Boulevard, MD Route 151 and at a corner for this parcel; thence running with said right of way line of North Point Boulevard 6) South $29^{\circ}02'26''$ East 28.93 feet to point and place of beginning and containing 1.513 acres of land, be the same more or less.

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2020-0046-A

**FIRST AMENDMENT TO ASSIGNMENT OF AGREEMENT
FOR THE SALE OF COMMERCIAL REAL ESTATE**

between

2509 E MONUMENT STREET, LLC

and

PENNTEX VENTURES, LLC

This First Amendment is made this 17th day of September, 2019 (the "Amendment") to that certain Assignment of Agreement for the Sale of Commercial Real Estate effective as of July 4, 2019 (the "Assignment") by and between **2509 E MONUMENT STREET, LLC**, a Delaware limited liability company (the "Assignor") and **PENNTEX VENTURES, LLC**, a Texas limited liability company (the "Assignee") concerning the purchase of certain real property located in Dundalk, Baltimore County, Maryland, known as 7908 and 7910 New Battle Grove Road, identified as Tax Parcel IDs 04-15-1502002753, 04-15-1502002752 and 04-15-1502002750.

WHEREAS, Assignor and Assignee both desire to amend the Assignment as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, Assignor and Assignee hereby agree as follows:

1. The Assignment is amended to provide that: Section 2(a)(ii) of the Assignment is hereby modified whereby _____ Dollars
 " is deleted and _____ Dollars
 " is inserted in lieu thereof.

2. The Assignment is amended to provide that: In the event Assignee does not proceed to closing on the Property as provided in the Contract Assignee shall immediately, at no cost to Assignor, deliver and /or assign any and all work product/due diligence materials including, but not limited to, engineering, architectural, construction drawings, traffic studies, budgets and leases and all correspondence relating thereto.

3. Continuance of Assignment; Binding Effect; Governing Law: All provisions of the Assignment, as amended hereby, shall remain in full force and effect and unchanged, except as provided herein. If any provision of this Amendment conflicts with the Assignment, the provisions of this Amendment shall control. This Amendment is binding upon and shall inure to the benefit of Assignor and Assignee, and their respective successors, beneficiaries, and assigns.

2070-0046-A

THW 

IN WITNESS WHEREOF, the undersigned have executed this Amendment, to be effective as of the date first written above.

ASSIGNOR:

2509 E MONUMENT STREET, LLC, a
Delaware limited liability company

By:

Name: Scott McQuilken

Title: Managing Member

Date: 9/17/19

ASSIGNEE:

PennTex Ventures, LLC, a Texas limited
liability company

By:

Name: Timothy H. Weinman

Title: Authorized Representative

Date: 9.17.19



CONTRACT OF SALE

THIS CONTRACT OF SALE (this "Contract") is made as of the 5th day of ~~May~~ ^{June} 2017, by and between 2509 E MONUMENT STREET, L.L.C., a Delaware limited liability company or its assigns ("Buyer"), and Joseph W Barcikowski and Anna W Barcikowski, jointly and severally ("Seller").

RECITALS

A. Seller is the owner of certain parcels of land consisting of approximately 1.5 acres located in Dundalk, Baltimore County, Maryland, having street addresses of 7908 New Battle Grove Road and 7910 New Battle Grove Road Tax Parcel ID #'s 04-15-1502002753, 04-1515-02002752, & 04-15-1502002750 and as particularly described in *Exhibit "A"* attached hereto and made a part hereof (the "Seller's Property"). The Seller's Property, together with any and all improvements thereon, and any and all rights, alleys, ways, waters, privileges, appurtenances, easements and advantages, to the same belonging or in any way appertaining and all right, title and interest of the Seller in and to any strips and gores, or any land lying in the bed of any street, avenue, or alley, open or closed, public or private, in front of or adjoining the property or any portion thereof are hereinafter all referred to collectively as ("the Property").

B. Buyer intends to improve the Property for the purpose of constructing a retail building as Buyer determines in its sole and absolute discretion (the "Buyer's Intended Use").

C. Seller desires to sell and Buyer desires to purchase the Property subject to and in accordance with the terms and conditions of this Contract.

NOW THEREFORE, IN CONSIDERATION of the foregoing Recitals, each of which is incorporated herein by reference, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby covenant and agree as follows:

1. Agreement of Purchase and Sale. Seller agrees to sell and convey, and Buyer agrees to purchase the Property in fee simple, on the terms and conditions set forth in this Contract.

2. Purchase Price. The purchase price shall be
(the "Purchase Price").

3. Payment of Deposit: Purchase Price

3.1 Deposit. Within ten (10) days after the receipt by Buyer of an original of this Contract duly authorized and executed by both Seller and Buyer, Buyer shall pay a title company of its choosing (the "Escrow Agent") the sum of _____ as a deposit (the "Deposit") to be held by Escrow Agent as an earnest money deposit as security for Buyer's performances under this Contract. Escrow Agent shall place the Deposit in an interest bearing savings or money market account at a federally insured bank and shall provide written



notice to Seller and Buyer of the placement of the Deposit. For the purposes of this Contract, the Deposit shall include any and all interest accrued thereon. The Deposit shall be refundable except in the event of Buyer's default, and shall be fully applicable against the Purchase Price at Closing.

3.2 Payment at Closing. At the time of Closing (as defined below), Buyer shall pay the balance of the Purchase Price in good and sufficient funds by cashier's check, certified check or wired funds. The Deposit shall be credited to the Purchase Price at Closing.

3.3 Escrow Agent's Liability. If a dispute arises between Seller and Buyer as to whether, when or to whom the Deposit is to be disbursed by Escrow Agent, Escrow Agent may, in the exercise of its sole discretion, in lieu of disbursing the Deposit to a party hereto, pay the Deposit to the clerk of the court for the County or any other court having jurisdiction over disputes between the parties hereto with respect to this Contract, under such interpleader action or other legal or equitable proceeding as Escrow Agent deems appropriate, pending a resolution of such dispute by such court, in which event Escrow Agent shall have no further obligation hereunder with respect to the Deposit or otherwise. Escrow Agent shall have no personal liability on account of its duties hereunder in the absence of fraud or willful misconduct on its part, and Seller and Buyer shall jointly and severally defend, indemnify and hold harmless Escrow Agent against and from the same. Escrow Agent shall be entitled to no fees for the performance of services as Escrow Agent; provided however, that Seller and Buyer shall share equally the costs and reasonable legal fees incurred by Escrow Agent, if any, in an interpleader action resulting from a dispute between Seller and Buyer as to disposition of the Deposit.

4. Closing; Adjustments; Possession; Assessments.

4.1 Closing. Subject to the conditions set forth in this Contract, the settlement of the purchase and sale of the Property hereunder (the "Closing"); the actual date of such Closing being (the "Closing Date") shall take place within thirty (30) days after satisfaction of the Conditions of Closing (as defined in Section 7 below), and, if applicable, subject to the Buyer's timely payment of Deposit as set forth in Section 3.1, in no event more than twenty-four (24) months from the Effective Date. Buyer shall advise Seller of the time and date of the Closing not less than ten (10) days prior to Closing. Closing shall occur through escrow conducted by an agent for the Title Company (as defined herein) or at such other time and location as may be mutually agreed upon by Seller and Buyer.

4.2 Closing Costs. All documentary stamps, revenue stamps, excise taxes, and state, county or local transfer taxes relating to the conveyance of the Property shall be paid one-half by Seller and one-half by Buyer; provided, however, that any and all agricultural transfer taxes, roll-back taxes or similar taxes due in connection with any change in use of the Property shall be paid by Seller. Buyer shall pay the cost of recording of the deed, examination of title, of any title insurance policy purchased by Buyer, notary fees, and settlement fees of the Title Company. Buyer and Seller shall each pay their own attorneys' fees.

4.3 Adjustments. The real property taxes upon the Property, and all taxes, general or specific, and all other public or governmental charges or assessments against the Property (including all front-foot benefit, water rent, metropolitan district, sanitary commission

ASB

JWB
Jim

or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, or other charges levied or assessed against the Property by any public or quasi-public authority) which are or may be payable in one or more installments falling due not less frequently than annually (hereinafter referred to collectively as "Taxes"), shall be apportioned between the parties hereto as of Closing, based upon the Taxes or (if payable in installments) installment thereof for the entire year or other period during which Closing occurs, except for any penalty for post-payment thereof, which shall be paid by Seller at or before Closing, and any adjustment required to accomplish the same may be made after Closing, if necessary, and paid thereafter by Buyer whether assessments have been levied or not as of the Closing Date.

4.4 Possession. Seller agrees to give possession of the Property to Buyer at the time of Closing free and clear of all leases, tenancies, other rights of occupancy and free and clear of all hazardous substances or waste. From and after the date of Closing any and all improvements, equipment, fixtures or personal property located on the Property shall be deemed abandoned by Seller and may be demolished, removed or disposed of by Buyer.

5. Study Period, Permit Contingency Period and Buyer's Inspection.

5.1 Right to Enter Property; Indemnity. Seller agrees that Buyer and/or its agents shall have the right to enter onto the Property at any time prior to Closing for purposes of performing surveying, boring, engineering, architectural, topographical, economic and any other work, studies or tests so long as Buyer does not change the present character of the Property or materially interfere with the operations of the current user of the Property, should one exist. Buyer shall promptly repair any damage to the Property caused by such entries and shall indemnify and hold harmless Seller from any loss, cost, damage or expense arising from such entry and/or material physical damage to the Property or any portion thereof as a result of such entries.

5.2 Study Period. For all purposes of this Contract, the term "Study Period" shall mean the period of time commencing on the Effective Date and terminating one hundred eighty (180) days thereafter. Buyer shall have the right, in its sole and absolute discretion, to terminate this Contract for any reason or no reason whatsoever by giving written notice to Seller at any time prior to expiration of the Study Period; whereupon, (i) the data obtained by Buyer from Seller shall be promptly returned to Seller, (ii) Seller shall promptly (within five (5) days of the date of Seller's receipt of the Buyer's notice of termination) issue written instructions to the Escrow Agent authorizing the return and delivery of the Deposit to Buyer and (iii) this Contract, with the exception of the indemnity and, if applicable, restoration provisions set forth in Section 5.1, shall be deemed to be terminated and null and void and neither Seller nor Buyer shall have any right, claim, obligation or duty to the other under, or pursuant to, this Contract, at law, in equity, or otherwise.

5.3 Permit Contingency Period. For all purposes of this Contract, the term "Permit Contingency Period" shall mean the eighteen (18) month period of time commencing on the Effective Date and any extensions thereof in accordance with the succeeding sentence provided that Buyer is diligently pursuing the planning, zoning, Site Plan Approval, Property

Handwritten signatures:
AUB JWB JWB

Highway Access (as defined herein), all Permits and approvals to construct the improvements and operate the Property for Buyer's Intended Use. Subject to the obligations for timely payment of the Deposit as set forth in Section 3.1 Buyer shall have the right to extend the Permit Contingency Period for one (1) additional period of six (6) months by Buyer providing written notice to Seller prior to the then-effective end of the Permit Contingency Period of Buyer's election to so extend the Permit Contingency Period. Buyer shall have the right, in its sole and absolute discretion, at any time during the Permit Contingency Period (as the same may have been extended by Buyer) to terminate this Contract due to Buyer's failure, or Buyer's determination, in Buyer's sole and absolute discretion, of Buyer's inability to obtain Site Plan Approval, Property Highway Access, all Permits and all other planning and zoning permits and approvals as determined by Buyer, in Buyer's sole and absolute discretion, to be necessary for Buyer to construct the improvements and operate the Property for Buyer's Intended Use by giving written notice to Seller at any time prior to expiration of the Permit Contingency Period (as the same may have been extended by Buyer); whereupon, (i) the data obtained by Buyer from Seller shall be promptly returned to Seller; (ii) Seller shall promptly (within five (5) days of the date of Seller's receipt of the Buyer's notice of termination) issue written instructions to the Escrow Agent authorizing the return and delivery of the Deposit to Buyer and; (iii) this Contract, with the exception of the indemnity and, if applicable, restoration provisions set forth in Section 5.1, shall be deemed to be terminated and null and void and neither Seller nor Buyer shall have any right, claim, obligation or duty to the other under, or pursuant to, this Contract, at law, in equity, or otherwise.

6. Seller's Cooperation and Obligations.

6.1 Within five (5) days after the full execution of this Contract, to the extent in the possession of Seller or any of its engineers or any other of its agents or consultants, Seller shall deliver, or cause to be delivered, true and complete copies of the following information related to the Property: real estate tax bills for the last three (3) years; all environmental reports; letter(s) of no further action; plans and specifications, surveys, soil reports, title policies, appraisals, certificates of use or occupancy; repair and maintenance records; all information and data regarding and confirming the zoning, access, including but not limited to, all entrance permits granted by the Maryland Department of Transportation ("MDOT") or other governmental authority having jurisdiction over the Property, water and sewer and other utilities availability; any covenants, restrictions, agreements, encumbrances, easements or declarations applicable to the Property and any other information with regard to the Property relevant to Buyer's determination of the suitability of development and improvement of the Property for Buyer's Intended Use ("Due Diligence Materials"). The Study Period shall be extended one (1) day for each day Seller has not provided all Due Diligence Materials to Buyer in accordance with this Section 6.1. All information provided to Buyer by Seller hereunder shall be held in strict confidence and only be used by Buyer and its attorneys, accountants and other special advisors for purposes of analyzing the Property, and further, if Closing is not held, all such information shall be returned to Seller.

6.2 Prior to Closing, upon request by Buyer and without further consideration (however, without any additional cost or expense to Seller), Seller shall cooperate with Buyer to facilitate Buyer's improvement and development of the Property for Buyer's Intended Use.

including, but not limited to, cooperation in Buyer's efforts to obtain all permits and approvals including, but not limited to, grading, storm water management, access, sediment and erosion control, building, site plan or other appropriate permits and approvals from any governmental agency or quasi-governmental agency having jurisdiction. Seller's cooperation shall include, but not be limited to, prompt joinder in the execution of plats, plans, site plans, agreements, permits and license applications and other like instruments, documents or agreements as prepared or approved by Buyer, and participating in such administrative and/or judicial proceedings as, in Buyer's reasonable discretion, are necessary or desirable for the development and improvement of the Property in accordance with Buyer's Intended Use. Seller agrees to do any and all further reasonable acts and to execute, acknowledge, seal and deliver any and all other and further reasonable instruments and documents (not otherwise inconsistent herewith) in order to complete Closing hereunder and to assist Buyer in its procurement of the Site Plan Approval and the Permits including permitting Buyer to communicate with all necessary governmental agencies having jurisdiction over the Property. Except as may be otherwise set forth herein, such cooperation and participation shall not impose any cost upon Seller and shall not impose upon Seller any responsibility to perform improvements or post any security in connection with Buyer's improvement and development of the Property.

6.3 Prior to Closing, upon request by Buyer and without further consideration, Seller shall cooperate with Buyer so Buyer, at Buyer's sole cost and expense, can apply for and obtain approval of the Buyer's proposed site plan from all governmental agencies having jurisdiction thereof (the "Site Plan Approval") both in a form reviewed and approved by Buyer and with conditions acceptable to Buyer, in Buyer's sole and absolute discretion, so as to permit the Property to be developed and used for Buyer's Intended Use. Seller further acknowledges and agrees that Site Plan Approval is a condition precedent to Buyer's obligation to close the transactions contemplated by this Contract. Buyer agrees to diligently pursue Site Plan Approval in good faith.

6.4 Prior to Closing, upon request by Buyer and without further consideration, Seller shall cooperate with Buyer so Buyer, at Buyer's sole cost and expense, as a part of the Site Plan Approval can apply for and obtain: (i) the MDOT (and/or any other governmental agency or department having jurisdiction) entrance permits and all other permits necessary for the direct ingress and egress to and from the Property onto all public streets adjoining the Property with conditions acceptable to Buyer, in Buyer's sole and absolute discretion (referred to hereinafter as the "Property Highway Access"). In the event that MDOT (or any other governmental agency or department having jurisdiction) require upgrades and changes to the Property or offsite as a condition to grant the Property Highway Access, Buyer shall determine, in Buyer's sole and absolute discretion, the costs of such upgrades and changes and whether the costs or impositions are acceptable to Buyer in its sole and absolute discretion. In the event that the costs or impositions are not acceptable to Buyer, Buyer may, by written notice to Seller terminate this Contract, whereupon Seller shall promptly (within five (5) days of the date of Seller's receipt of the Buyer's notice of termination) issue written instructions to the Escrow Agent to immediately return and deliver the Deposit to Buyer and this Contract, with the exception of the indemnity and, if applicable, restoration provisions set forth in Section 5.1, shall be null and void and neither Seller nor Buyer shall have any right, claim, obligation or duty to

the other under, or pursuant to, this Contract, either at law, in equity. Buyer agrees to diligently pursue obtaining Property Highway Access in good faith.

6.5 From and after the date hereof, Seller covenants that Seller will not accept any other contracts for the sale or lease of the Property or enter into any option agreements or otherwise grant any easements, licenses or other use rights or interests in the Property without the consent of Buyer, which such consent may be withheld or conditioned in Buyer's sole and absolute discretion. Seller further agrees not to otherwise in any way act or fail to do any act which act or inaction may operate to frustrate Buyer's intent and purpose in entering into this Contract or hinder or prevent the Buyer's Intended Use of the Property.

7. **Conditions Precedent to Closing.** Buyer's obligation to close on the Property shall be expressly conditioned upon the following matters being satisfied: unless the timing for (but not the satisfaction of) any of such conditions, at Buyer's option, shall have been waived by Buyer in writing as a condition to its obligation to close. If any condition to Closing (the "Conditions to Closing") contained in this Section shall not have been satisfied, Buyer may: (i) waive the time for performance of the unsatisfied conditions and proceed to the Closing in accordance with the terms of this Contract; (ii) terminate this Contract, whereupon Seller shall promptly (within five (5) days of the date of Seller's receipt of the Buyer's notice of termination) issue written instructions to the Escrow Agent to immediately return the Deposit to Buyer and this Contract, with the exception of the indemnity and, if applicable, restoration provisions set forth in Section 5.1, shall be null and void and neither Seller nor Buyer shall have any right, claim, obligation or duty to the other under, or pursuant to, this Contract, either at law, in equity, or otherwise; or (iii) extend the time for the Closing until thirty (30) days after all of the Conditions of Closing have been satisfied (the "Extended Closing Date"); provided however, that in the event all of the Conditions of Closing have not been satisfied by the end of the Permit Contingency Period (as the same may have been extended by Buyer) (the "Condition Satisfaction Date"), Buyer shall elect either option (i) or (ii) above. The Conditions to Closing are as follows:

7.1 The zoning of the Property permits Buyer's immediate development and use of the Property for Buyer's Intended Use.

7.2 Buyer shall have obtained, at Buyer's sole cost and expense, the Site Plan Approval on conditions satisfactory to Buyer, in Buyer's sole and absolute discretion, for Buyer's improvement and operation of the Property for Buyer's Intended Use.

7.3 Buyer shall have obtained, at Buyer's sole cost and expense, the Property Highway Access with a design and on terms and conditions satisfactory to Buyer, in Buyer's sole and absolute discretion.

7.4 Buyer shall have obtained all of the Permits. For purposes of this Contract, "Permits" shall mean the issuance, including the expiration of all applicable appeal periods, of all governmental approvals necessary for the development, improvement and operation of the Property for Buyer's Intended Use, including without limitation, all required governmental land use permits and approvals, architectural approvals, grading permits, building

permits, signage permits or agreements, public works agreements, storm water management agreements, sediment and erosion control agreements, forest conservation and/or reforestation agreements, all wetlands, conservation commission, and/or any other environmental permits and approvals, and any other governmental permit or approval necessary for the immediate improvement and operation of the Property for Buyer's Intended Use, all pursuant to Buyer's specifications and criteria. In the event any such Permit is issued, or approved for issuance, with any condition requiring improvements to public roads or utility systems or other contributions for off-site improvements, including but not limited to, participation in the cost of any traffic signals, which Buyer, in its sole discretion, deems to be burdensome, Buyer shall not be required to pay such contribution, and any such Permit shall be deemed in that event to have been refused by the applicable governmental agency. Buyer agrees diligently and in good faith to pursue the issuance of the Permits, and to promptly submit such filings, plans, modifications and other submissions as may be required by the applicable governmental authority.

7.5 Buyer shall have received copies of all Due Diligence Materials.

7.6 Title to the Property shall be good and marketable and in accordance with Section 8 of this Contract, all leases and licenses for the Property shall have been terminated by Seller and the Property shall be vacant.

7.7 All representations and warranties of Seller including, but not limited to, those set forth in Section 10 hereof, shall be true and correct as of the Closing Date.

7.8 No mechanic's lien, materialman's lien, or similar lien shall exist against the Property at the time of Closing.

7.9 There shall be no Moratorium (hereafter defined) that would operate to prohibit or delay Buyer's immediate development, improvement and use of the Property for Buyer's Intended Use.

7.10 All utility connections, including but not limited to, water, sewer, electric, telephone, and gas (if available) connections, shall be readily available within or at the boundaries of the Property or within rights of way or other easements located directly adjacent to the boundaries of the Property. The foregoing notwithstanding, Buyer shall be responsible for payment of all utility installation charges related to Buyer's development of the Property for Buyer's Intended Use, including but not limited to tap fees and/or hook-up charges.

7.11 The Property shall be free and clear of any and all hazardous substances.

8. Title.

8.1 **Title Commitment.** During the Study Period, Buyer, at Buyer's sole cost and expense, shall cause a title company selected by Buyer (the "Title Company") to issue and deliver to Buyer an owner's title insurance commitment (the "Title Commitment") accompanied by copies of all recorded documents affecting the Property. Buyer shall give Seller written notice no later than the expiration date of the Study Period if the condition of title as set forth in

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such Title Commitment is not satisfactory to Buyer, and further setting forth, in writing, the unacceptable aspects of the Title Commitment. In the event that the Title Commitment is unacceptable to Buyer, and Buyer so notifies Seller, Seller shall, within fifteen (15) days after receipt of such notice from Buyer, notify Buyer in writing either that Seller (i) is unwilling or unable to correct such unacceptable matters; or (ii) shall, at its sole cost and expense, undertake promptly to eliminate or modify all such unacceptable matters to the satisfaction of Buyer (other than fixed and ascertainable liens which can be satisfied in full from Seller's proceeds at Closing). In the event that Seller elects not to cure such unacceptable matters, or is unable with the exercise of due diligence to satisfy said objections within a reasonable time after said notice, Buyer may, at its option: (i) within fifteen (15) days of Seller's written notice to Buyer of Seller's unwillingness or inability to cure the title objections, accept title subject to such objections, without an adjustment of the Purchase Price, in which event said objections shall be deemed waived for all purposes; or (ii) terminate this Contract, whereupon Seller shall promptly (within five (5) days of the date of Seller's receipt of the Buyer's notice of termination) issue written instructions to the Escrow Agent authorizing the delivery of the Deposit to Buyer, and this Contract, with the exception of the indemnity and, if applicable, restoration provisions set forth in Section 5.1, shall be null and void and neither Seller nor Buyer shall have any right, claim, obligation or duty to the other under, or pursuant to, this Contract, either at law, in equity, or otherwise. If Buyer fails to timely notify Seller in writing (i) of any title objections on or before the end of the Study Period, or (ii) of Buyer's waiver of any title objections that Seller is unwilling or unable to cure, Buyer shall be deemed to have waived the title objections, and shall proceed to Closing without adjustment of the Purchase Price. Notwithstanding anything contained herein to the contrary, at Closing, Seller shall cause the release of any liens against the Property.

Notwithstanding anything to the contrary in this Section 8, Buyer hereby objects to the following as the same may affect the Property:

- (a) all deeds of trust and/or mortgages and any ancillary encumbrances, including but not limited to, assignments of leases and rents and UCC-1 financing statements;
- (b) any restriction(s) prohibiting use of any portion of the Property that, in Buyer's sole and absolute discretion, may adversely affect the Property's value and/or Buyer's Intended Use;
- (c) all judgment liens, liens, notices of lis pendens, attachments and any other matters evidencing monetary encumbrances (other than liens for non-delinquent property taxes);
- (d) any options or rights of purchase; or
- (e) notices of lease or possession, occupancy rights to the Property in whole or in part.

Seller covenants and agrees to cause all such matters set forth in subsections a. through e. above, to be eliminated at Seller's sole cost and expense (including any prepayment penalties) prior to

Closing. The removal of such items shall also be a condition to Buyer's obligations under this Contract.

8.2 Fee Simple Title. At Closing, Seller shall convey good and marketable fee simple title the Property to Buyer by special warranty deed, or such other deed as is satisfactory in form and substance to Buyer's attorney and Title Company, free and clear of all liens, encumbrances, easements, and restrictions, subject only to those exceptions to title which Buyer has approved or is obligated to accept pursuant to the foregoing provisions of this Section 8. During the term of this Contract, Seller shall not transfer, further encumber or otherwise alter title to the Property, execute any easements, leases, covenants, conditions or restrictions with respect to the Property, seek any zoning changes or other governmental approvals, or otherwise affect or cause a change in the condition of title to the Property, without Buyer's prior written approval.

8.3 Additional Title Conditions. Upon request by Buyer, Seller shall execute such affidavits, certifications, resolutions and other similar type instruments as are required by Buyer's title insurance company for the elimination of any exceptions that adversely affect title in Buyer's final policy of title insurance, including but not limited to a standard form Owner's Affidavit or lien waiver satisfactory for the purpose of removing the mechanics' lien exception, gap exception, parties-in-possession exception, unrecorded easements exceptions, and any other customarily-removed standard exceptions from Buyer's owner's title insurance policy for the Property in Buyer's sole and absolute discretion.

9. Condemnation. If, at or prior to Closing, the Property or any portion thereof shall be condemned or taken pursuant to any governmental or other power of eminent domain, or if any written notice of any such taking or condemnation is issued, or proceedings instituted by any governmental authority having the power of eminent domain, then and in any such events, the Buyer shall have the right to either: (i) terminate this Contract, by giving Seller written notice to such effect, whereupon Seller shall promptly (within five (5) days of the date of Seller's receipt of the Buyer's notice of termination) issue written instructions to the Escrow Agent authorizing the delivery of the Deposit to Buyer, and this Contract, with the exception of the indemnity and, if applicable, restoration provisions set forth in Section 5.1, shall be null and void and neither Seller nor Buyer shall have any right, claim, obligation or duty to the other under, or pursuant to, this Contract, either at law, in equity, or otherwise, or (ii) proceed to Closing without a reduction of the Purchase Price, in which case Buyer shall receive at Closing all condemnation awards paid to Seller subsequent to the date of this Contract and an assignment from Seller of all right, title and interest in and to any such unpaid condemnation awards to be made with respect to the Property. If Seller has knowledge of any pending or threatened condemnation proceedings or actions, or any notices thereof affecting the Property, Seller will promptly advise Buyer in writing of the matters and facts relating thereto.

10. Representations and Warranties of Seller. Seller represents that, to the best of its actual knowledge, each of the following representations and warranties shall be true and correct in all material respects on the Effective Date and shall be deemed to be remade by Seller as of the Closing Date. It shall be a condition precedent to Buyer's obligation to consummate Closing that none of such representations and warranties has been breached or would be breached as of the Closing Date.

10.1 During the term of this Contract, except as may be otherwise set forth herein, Seller shall not cause, or permit to be caused, any material change in the physical condition of the Property existing as of the Effective Date except any for any changes made pursuant to development plans approved by Buyer and Seller shall not commit any waste upon the Property.

10.2 Any and all existing deeds of trust and/or mortgage(s) against the Property are current and no event of default has occurred thereunder, and all taxes and other public charges against the Property have been timely paid.

10.3 There are no unrecorded easements, ground leases, claims, restrictions, covenants or encumbrances affecting all or any portion of the Property.

10.4 Seller is not a party to any option, lease, service agreement or other contract affecting the ownership, management, use, occupation or operation of the Property other than this Contract, and shall not enter into any such option, lease, service agreement, or other contract prior to Closing or the earlier termination of this Contract, without Buyer's prior written consent which such consent may be withheld, delayed or conditioned in Buyer's sole and absolute discretion.

10.5 Seller has not made and will not make any commitments or representations to any applicable governmental authorities, adjoining or surrounding property owners, civic association, utility, or other person or entity, which would in any manner be binding upon Buyer and which would adversely affect or interfere with Buyer's ability to utilize or improve and develop the Property for Buyer's Intended Use, without Buyer's prior written approval. Notwithstanding the aforementioned, any commitments or representations made to applicable governmental authorities for the benefit of or necessary to the improvement and development of the Property for Buyer's Intended Use and approved by Buyer shall be permitted hereby and Seller shall not be liable for any costs associated therewith.

10.6 Seller has not used, generated, stored, disposed of or otherwise caused or knowingly permitted the Property to contain any of the following in excess of the levels permitted by the designated applicable laws: (i) asbestos, (ii) polychlorinated biphenyls, (iii) petroleum, (iv) any "hazardous waste", as defined by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, and the regulations promulgated thereunder, (v) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendment and Reauthorization Act of 1986, and the regulations promulgated thereunder, or the Clean Water Act, 33 U.S.C. Sec. 1251 et. seq. To Seller's knowledge, there are no hazardous or toxic wastes or substances which are the subject of any federal, state or local environmental or pollution control laws upon the Property or any part thereof. Seller has received no notification, and has no knowledge, of any investigation of the Property or any portion thereof by the U.S. Environmental Protection Agency, or any similar federal, state or local governmental authority. To the best of Seller's knowledge the Property is free of any fill, waste or debris either on the surface or subsurface. There are no underground storage tanks on

the Property. Seller shall be solely responsible for any and all costs associated with the removal or remediation of any and all hazardous waste or hazardous substances on the Property.

10.7 As of the Effective Date hereof, the zoning classification for the Property is Commercial.

10.8 Seller has received no written notice of any violation of any law, ordinance, order or regulation affecting the Property and Seller agrees to take all necessary action to correct any such future violation caused or created by Seller prior to Closing and to convey the Property free thereof.

10.9 Seller is not a "foreign person" as defined in the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"), Section 1445 of the Internal Revenue Code, as amended or replaced (the "IRC").

10.10 There are no actions, suits or proceedings (including, without limitation, a taking or condemnation), which have been instituted or threatened against or affecting the Property or any portion thereof, at law or in equity, or before any federal, state, municipal or other governmental commission, board, bureau, agency, or instrumentality which may materially affect the value, occupancy, use or operation of the Property, or any portion thereof. Seller will give Buyer prompt notice of any such action, suit or proceeding of which Seller obtains knowledge between the date hereof and Closing.

10.11 The right of ingress to and egress from the Property is immediately available through (i) direct access to both dedicated public roads or (ii) by perpetual easement over a private road or right of way having direct access to a dedicated public road.

10.12 There are no rights or claims against the Seller that could be the basis for a mechanic's lien on the Property.

10.13 All utility connections, including but not limited to, water, sewer, electric, telephone, and gas (if available) are available within the boundaries of the Property or within rights of way or other easements directly adjacent to the boundaries of the Property.

11. **Termination by Buyer.** In the event this Contract is terminated by Buyer pursuant to any provision of this Contract and provided Seller is not then in default under this Contract, the following provisions shall apply:

11.1 Upon delivery of the Deposit to the party entitled to the same in accordance with the terms of this Contract and the delivery of Buyer's Work Product to Seller pursuant to Section 11.1 above, this Contract, with the exception of the indemnity and, if applicable, restoration provisions set forth in Section 5.1 above, shall be null and void and neither Seller nor Buyer shall have any right, claim, obligation or duty to the other under, or pursuant to, this Contract, either at law, in equity, or otherwise.

12. Default.

12.1 Buyer's Default. In the event Buyer defaults in its obligations under this Contract, before or at Closing, and Buyer fails to cure such default within any applicable grace or cure period, provided for herein, or if no grace or cure period is provided for herein then within thirty (30) days after the receipt of written notice from Seller specifying such failure, Seller's sole and exclusive remedy shall be to terminate this Contract. Upon such termination by Seller, the Deposit shall be delivered to and/or retained by Seller as liquidated damages and not as a penalty as its sole remedy at law or of an equitable nature, whereupon this Contract, with the exception of any indemnity hereunder and, if applicable, restoration provisions set forth in Section 5.1, shall become null and void. Upon such termination, neither Seller nor Buyer shall have any further right, claim, obligation, or duty to the other under, or pursuant to this Contract, either at law, in equity or otherwise, and Buyer and Seller shall thereby be released and discharged from all liability and obligation to each other accruing hereunder.

12.2 Seller's Default. In the event that Seller defaults in the performance of its obligations hereunder, before or at Closing, and Seller fails to cure such default within any applicable grace or cure period provided for herein, or if no grace or cure period is provided for herein then within thirty (30) days after the receipt of written notice from Buyer specifying such failure, Buyer's remedy shall be either to (i) terminate this Contract whereupon Seller shall promptly (within five (5) days of the date of Seller's receipt of the Buyer's notice of termination) issue written instructions to the Escrow Agent to refund the Deposit to Buyer and Seller shall promptly reimburse Buyer all of Buyer's third party costs and expenses including, but not limited to, environmental study fees, engineers' fees, appraisal fees, attorneys' fees, accountant's and/or financial advisors' fees, title expenses, survey costs and site plan fees, costs and expenses and the like, related to this Contract and the transactions contemplated hereunder or (ii) pursue any other remedy at law or equity, including without limitation the right to bring an action seeking specific performance of this Contract. Buyer shall also be entitled to recover its attorneys' fees, costs and expenses incurred as a result of Seller's default hereunder.

13. Risk of Loss. The Property is to be held at the risk of Seller until the deed conveying title to Buyer is recorded and legal title passes and possession of the Property is given to Buyer. If, prior thereto, all or any part of the Property is damaged or destroyed by fire, erosion, flood, or other casualty, then, at the option of Buyer, Buyer shall have the right to terminate this Contract, whereupon Seller shall promptly (within five (5) days of the date of Seller's receipt of the Buyer's notice of termination) issue written instructions to the Escrow Agent to immediately return the Deposit to Buyer, and this Contract, with the exception of the indemnity and, if applicable, restoration provisions set forth in Section 5.1, shall be null and void and neither Seller nor Buyer shall have any right, claim, obligation or duty to the other under, or pursuant to, this Contract, either at law, in equity, or otherwise. Seller shall, upon the execution hereof, cause all insurance policies on the Property to be endorsed to protect the parties hereto, as their interests may appear.

14. Brokerage. The parties to this agreement have identified Advance Realty Bel Air as agent for the Seller and CM Commercial Realty, Inc. as agent for the Buyer. Seller shall pay Advance Realty and CM Commercial Realty, Inc. a commission per separate agreement. Buyer

and Seller each agree to indemnify and hold harmless the other from and against any liability, loss, cost, damage, or expense (including, but not limited to, attorneys' fees and costs of litigation) which the other suffers or incurs as the result of any claim by any agent or broker, unless identified herein, whether or not meritorious, for any fee, commission or other compensation arising from his, her or its actions with respect to this Contract, the Property or the sale contemplated hereby.

15. Notices. All notices hereunder shall be in writing and shall be given by personal delivery through commercial messenger service by overnight delivery or deposited in the U.S. Mail marked certified, return receipt requested, first class, postage prepaid, to the parties hereto at their respective addresses set forth below, or at such other address of which either party shall notify the other parties in accordance with the provisions hereof. Notices shall be deemed received when personally delivered by commercial messenger service or three (3) business days after deposit in the U.S. Mail marked certified, return receipt requested, first class, postage prepaid, to the parties hereto at their respective addresses set forth below, or at such other parties in accordance with the provisions hereof.

As to Seller:

Joseph W. Barcikowski Jan W. Barcikowski

As to Buyer:

2509 E. Monument Street, I.I.C
100 Shadestone Way
Landenberg, PA 19350
Attn: Project Manager

16. Miscellaneous.

16.1 Survival. With the exception of Section 10.6 of this Contract no representations, warranties, covenants, agreements or indemnifications set forth in or made pursuant to this Contract shall remain operative nor shall they survive the termination hereof or Closing on the purchase of the Property and the execution and delivery of the deed to the Property conveyed pursuant to this Contract but shall be merged therein.

16.2 Entire Agreement. This Contract contains the entire agreement between the parties hereto and is intended to be an integration of all prior agreements, conditions or undertakings between the parties hereto. Except as expressly set forth herein or as contained in contemporaneous written agreements, there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between Buyer and Seller.

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Jim

16.3 Relationship of the Parties. Notwithstanding any other provision of this Contract, or any agreements, contracts or obligations which may derive herefrom, nothing herein shall be construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other party, it being the intention of this Contract to merely create the relationship of Seller and Buyer with regard to the Property to be conveyed hereby.

16.4 Amendments; Waivers. No change or modification of this Contract shall be valid unless the same is in writing and signed by Buyer and Seller. No purported or alleged waiver of any of the provisions of this Contract shall be binding or effective unless in writing and signed by the party against whom it is sought to be enforced. No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

16.5 Assignment of Contract. Buyer shall have the right to assign its rights under this Contract without the prior written consent of the Seller.

16.6 Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of Maryland.

16.7 FIRPTA. At Closing, Seller shall execute the Affidavit required by Section 1445 of the IRC. Seller shall indemnify and hold Buyer harmless against any and all claims arising out of or relating to the execution, contents or filing of the foregoing Affidavit. Seller shall otherwise comply with all other requirements imposed by the IRC with respect to, or arising out of, the sale of the Property.

16.8 Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16.9 Authority. Each party warrants to the other that it has full authority to enter into and perform this Contract, and that the parties executing this Contract for each of them have been fully authorized to do so. Buyer represents to Seller that Buyer is duly organized, validly existing and in good standing under the laws of the State of Maryland. Seller represents to Buyer that: (i) Seller is legally competent to enter into this Contract and; and (ii) the terms hereof do not violate and are not inconsistent with any contract, covenant or agreement, statute, regulation, document, judicial or administrative proceeding, or anything else to which Seller is legally bound and/or a party.

16.10 Effective Date. The effective date of this Contract shall be the last date on which it has been executed by both Buyer and Seller (the "Effective Date"). The Effective Date may be referred to as the date of this Contract.

16.11 Partial Invalidity. If any term, covenant or condition of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable, then the remainder of this Contract or the application of each term or provisions to persons or

circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.

16.12 Interpretation. The section headings used in this Contract are for reference and convenience only and shall not enter into the interpretation of this Contract. If any date upon which action is required under this Contract shall be a Saturday, Sunday or legal holiday, the date of such action shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday. This Contract represents the results of bargaining and negotiations between the parties and of a combined draftsmanship effort. Consequently, Seller and Buyer expressly waive and disclaim, in connection with the interpretation of this Contract, any rule of law requiring that ambiguous or conflicting terms be construed against the party whose attorney prepared this Contract or any earlier draft of this Contract. The Recitals set forth above are incorporated as material parts of this Agreement and not as mere recitals hereto.

16.13 Binding Effect. All of the covenants, conditions and obligations contained in this Contract shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of Seller and Buyer.

16.14 Time of the Essence. Time shall be of the essence with regard to this Contract.

16.15 No Third Party Beneficiary. This Contract is made solely and specifically between and for the benefit of the parties hereto and their respective permitted successors and assigns and no other person whatsoever shall have the rights, interests, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

16.16 Moratorium. If the State or County, or any agency or subdivision thereof, declares a moratorium on the issuance or use of permits for construction and/or occupancy of buildings within the Property consistent with the Buyer's Intended Use or a growth management plan which would hinder Buyer's ability to obtain building and occupancy permits (a "Moratorium"), then Buyer shall have the right, upon written notice to Seller, to extend the Closing Date for the length of the Moratorium, but in no event later than the Condition Satisfaction Date. If upon the Condition Satisfaction Date, the Moratorium remains in effect, Buyer may at its option either waive said condition and forthwith proceed to Closing as provided herein or terminate this Contract, whereupon Seller shall promptly (within five (5) days of the date of Seller's receipt of the Buyer's notice of termination) issue written instructions to the Escrow Agent authorizing the delivery of the Deposit to Buyer, and this Contract, with the exception of the indemnity and, if applicable, restoration provisions set forth in Section 5.1, shall be null and void and neither Seller nor Buyer shall have any right, claim, obligation or duty to the other under, or pursuant to, this Contract, either at law, in equity, or otherwise. In the event of delay in the Closing on account of the Moratorium, the Purchase Price, terms and conditions of the Closing shall be the same as those which existed prior to the delay.

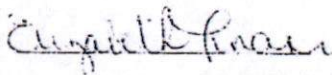
16.17 Tax Free Exchange. Buyer and/or Seller shall use all reasonable efforts to cooperate with the other should either desire to obtain the income tax benefits available pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Exchange").

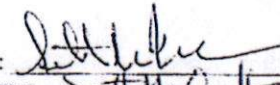
IN WITNESS WHEREOF, and intending to be legally bound, the undersigned parties have duly executed this Contract under seal on the dates indicated below beneath their respective signatures.

WITNESS:

BUYER:

2509 E MONUMENT STREET, LLC



By:  (SEAL)
Name: Scott McQuinn
Title: Managing Member
DATE: 5/30/17

WITNESS:

SELLER:

JOSEPH W BARCIKOWSKI



 (SEAL)
DATE: 6-5-17

ANNA W BARCIKOWSKI

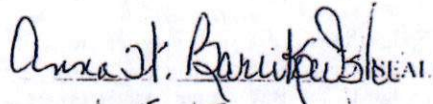
 (SEAL)
DATE: 6-5-17

EXHIBIT A

Legal Descriptions

Parcel 04-15-1502002750:

Beginning for the same on the northwest side of East Battle Grove Avenue at the distance of 116.54 feet southwesterly along the northwest side of East Battle Grove Avenue from the intersection of the northwest side of East Battle Grove Avenue 30 feet wide, with the southwest side of New North Point Road 150 feet wide; and running thence binding on the northwest side of East Battle Grove Avenue south 30 degrees 07 minutes west 75 feet to the division line between Lots numbered 20 and 21 on the plat of Battle Grove Gardens; thence running and binding on said division line north 59 degrees 53 minutes west 300 feet to the centre of a 15 foot road; thence running and binding on the centre of said 15 foot road north 30 degrees 07 minutes east 75 feet; and thence running south 59 degrees 53 minutes east 300 feet to the place of beginning.

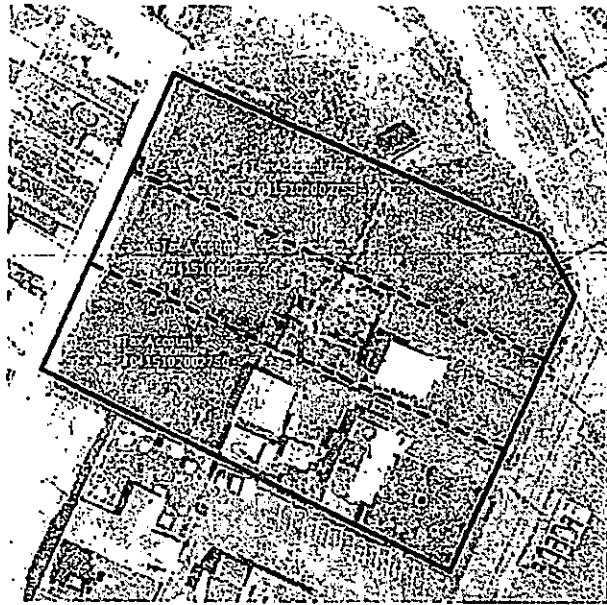
Parcel 04-15-1502002752:

BEGINNING for the first thereof on the westernmost side of the new Battle Grove Road at the distance of forty-one and fifty-four one-hundredths feet from the new North Point Boulevard; running thence binding on the New Battle Grove Road, south thirty-two degrees twenty-two minutes west seventy-five feet; running thence for a line of division north fifty-seven degrees thirty-eight minutes west three hundred feet to the center of a road fifteen feet wide; running thence binding thereon, north thirty-two degrees twenty-two minutes east seventy-five feet; running thence for a line of division south fifty-seven degrees thirty-eight minutes east three hundred feet to the place of beginning.

Parcel 04-15-1502002753:

BEGINNING for the second thereof at the intersection of the westernmost side of the new North Point Boulevard with the westernmost side of the new Battle Grove Road; running thence binding on the westernmost side of the New North Point Boulevard north twenty degrees twenty minutes west fifty-five and twenty-one one-hundredths feet; running thence for lines of division the three following courses and distances, north fifty-seven degrees thirty-eight minutes west two hundred and fifty-six and eight one-hundredths feet to the center of a road fifteen feet wide; running thence binding on the center thereof south thirty-two degrees twenty-two minutes west seventy-five feet; running thence south fifty-seven degrees thirty-eight minutes east 300 feet to the westernmost side of the new Battle Grove Road aforesaid; running hence binding thereon north thirty-two degrees twenty-two minutes east forty-one and fifty-four one-hundredths feet to the place of beginning.

Handwritten signatures and initials:
AUB
JMB
ce



AUB
JWB
CWB

EXHIBIT B

JOINDER FOR ESCROW AGENT

The undersigned joins in the foregoing and attached Contract of Sale to acknowledge and evidence its agreement to serve as Escrow Agent thereunder and to comply with the provisions of the Contract of Sale as they apply to the Escrow Agent. By joining herein, Escrow Agent shall not be liable for any claims or damages except those arising out of its fraud or willful misconduct.

WITNESS:

ESCROW AGENT:

By: _____
Name: _____
Title: _____
Address: _____

JMB
(initials)

CERTIFICATE OF POSTING

2020-0046-A

RE: Case No.: _____

Petitioner/Developer: _____

PTV Contracting, LLC c/o Williams Owens

July 2, 2020

Date of Hearing/Closing: _____

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

Attn: Kristen Lewis:

Ladies and Gentlemen:

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

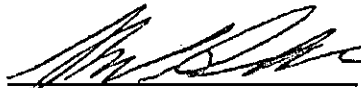
7908 New Battle Grove Road

SIGN 1

June 11, 2020

The sign(s) were posted on _____
(Month, Day, Year)

Sincerely,

 June 11, 2020
(Signature of Sign Poster) (Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

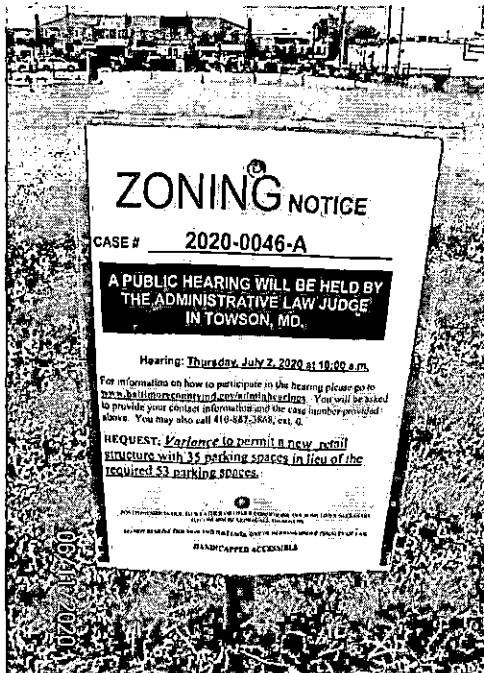
(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)



CERTIFICATE OF POSTING

2020-0046-A

RE: Case No.: _____

Petitioner/Developer: _____

PTV Contracting, LLC c/o Williams Owens

July 2, 2020

Date of Hearing/Closing: _____

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

Attn: Kristen Lewis:

Ladies and Gentlemen:

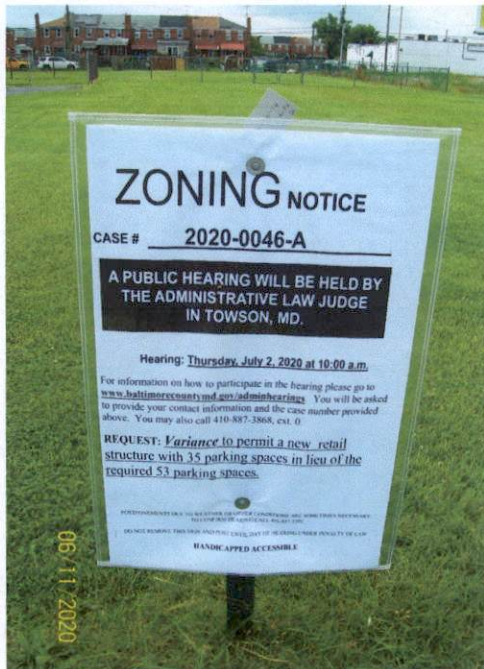
This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at: _____

7908 New Battle Grove Road

SIGN 1

June 11, 2020

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,

 June 11, 2020
(Signature of Sign Poster) (Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

CERTIFICATE OF POSTING

2020-0046-A

RE: Case No.: _____

Petitioner/Developer: _____

PTV Contracting, LLC c/o Williams Owens

July 2, 2020

Date of Hearing/Closing: _____

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

Attn: Kristen Lewis:

Ladies and Gentlemen:

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

7908 New Battle Grove Road

SIGN 2

June 11, 2020

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,

 June 11, 2020

(Signature of Sign Poster) (Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

*Copies
Scanned*



JOHN A. OLSZEWSKI, JR.
County Executive

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

June 9, 2020

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 virtual hearing on the property identified herein as follows:

CASE NUMBER: 2020-0046-A

7908 New Battle Grove Road

N/west corner of intersection of New Battle Grove Road and North Point Boulevard

15th Election District – 7th Councilmanic District

Legal Owners: PTV Contracting, LLC c/o William Owen

Variance to permit a new retail structure with 35 parking spaces in lieu of the required 53 parking spaces.

Hearing: Thursday, July 2, 2020 at 10:00 a.m.

For information on how to participate in the hearings please go to www.baltimorecountymd.gov/adminhearings. You will be asked to provide your contact information and the case number provided above. You may also call 410-887-3868, ext. 0.

A handwritten signature in cursive script, appearing to read "Michael Mallinoff".

Michael Mallinoff
Director

MM:kl

C: David Karceski, 210 W. Pennsylvania Avenue, Towson 21204
William Owen, 400 Penn Center Blvd., Bldg. 4, Ste. 1000, Pittsburgh PA 15235
Christopher Duke, 250 S. Main Street, Ste. 109, Newark DE 19711

NOTE: (1) THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY FRIDAY, JUNE 12, 2020.

CERTIFICATE OF POSTING

2020-0046-A

RE: Case No.: _____

Petitioner/Developer: _____

PTV Contracting, LLC c/o Williams Owens

April 13, 2020

Date of Hearing/Closing: _____

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

Attn: Kristen Lewis:

Ladies and Gentlemen:

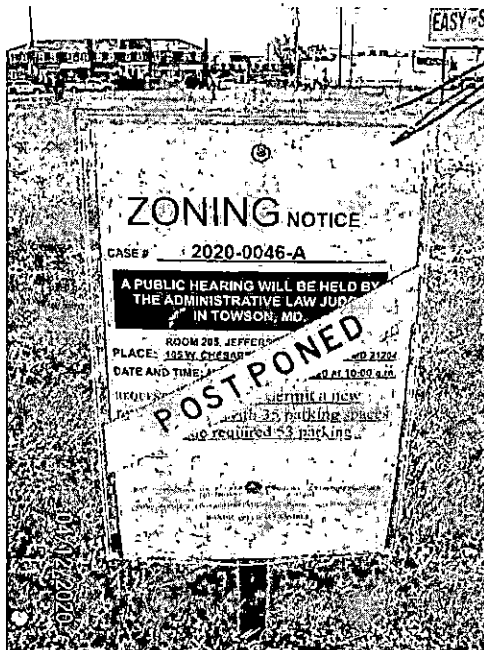
This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at: _____

7908 New Battle Grove Road

SIGN 1 Recertification

March 24, 2020

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,

April 12, 2020

(Signature of Sign Poster)

(Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

CERTIFICATE OF POSTING

2020-0046-A

RE: Case No.: _____

Petitioner/Developer: _____

PTV Contracting, LLC c/o Williams Owens

April 13, 2020
Date of Hearing/Closing: _____

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

Attn: Kristen Lewis:

Ladies and Gentlemen:

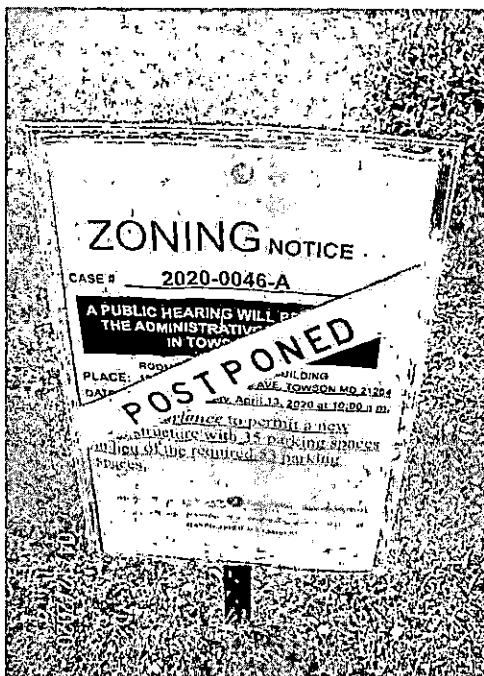
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7908 New Battle Grove Road

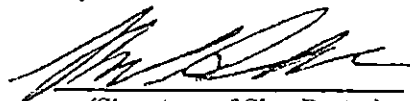
SIGN 2 Recertification

March 24, 2020

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,


(Signature of Sign Poster)

April 12, 2020

(Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

CERTIFICATE OF POSTING

2020-0046-A

RE: Case No.: _____

Petitioner/Developer: _____

PTV Contracting, LLC c/o Williams Owens

April 13, 2020

Date of Hearing/Closing: _____

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

Attn: Kristen Lewis:

Ladies and Gentlemen:

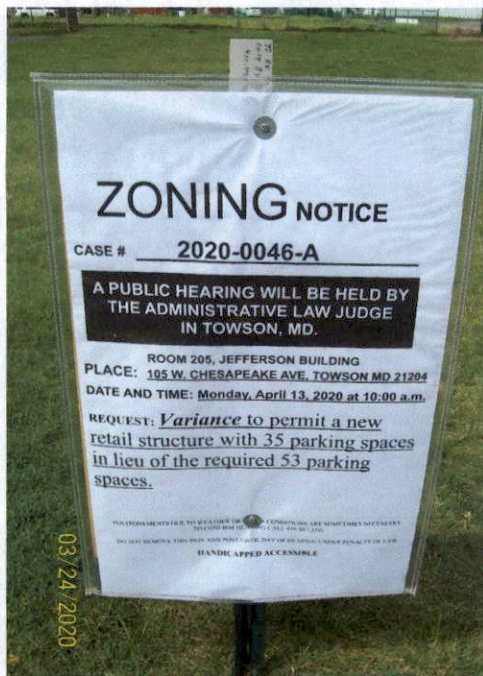
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7908 New Battle Grove Road

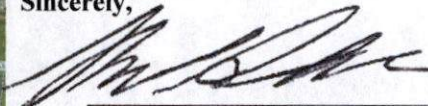
SIGN 1

March 24, 2020

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,

 March 24, 2020
(Signature of Sign Poster) (Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

CERTIFICATE OF POSTING

2020-0046-A

RE: Case No.: _____

Petitioner/Developer: _____

PTV Contracting, LLC c/o Williams Owens

April 13, 2020

Date of Hearing/Closing: _____

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

Attn: Kristen Lewis:

Ladies and Gentlemen:

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7908 New Battle Grove Road

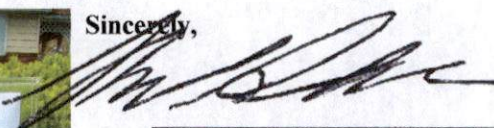
SIGN 2

March 24, 2020

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,

 March 24, 2020

(Signature of Sign Poster) (Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

CERTIFICATE OF POSTING

2020-0046-A

RE: Case No.: _____

Petitioner/Developer: _____

PTV Contracting, LLC c/o Williams Owens

April 13, 2020

Date of Hearing/Closing: _____

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

Attn: Kristen Lewis:

Ladies and Gentlemen:

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

7908 New Battle Grove Road

SIGN 1 POSTPONED

March 24, 2020

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,


(Signature of Sign Poster) April 7 2020
(Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

CERTIFICATE OF POSTING

2020-0046-A

RE: Case No.: _____

Petitioner/Developer: _____

PTV Contracting, LLC c/o Williams Owens

April 13, 2020

Date of Hearing/Closing: _____

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

Attn: Kristen Lewis:

Ladies and Gentlemen:

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

7908 New Battle Grove Road

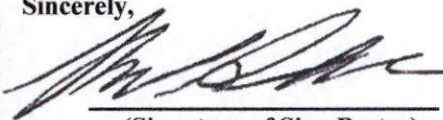
SIGN 2 POSTPONED

March 24, 2020

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,

 April 7 2020

(Signature of Sign Poster)

(Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

CERTIFICATE OF POSTING

2020-0046-A

RE: Case No.: _____

Petitioner/Developer: _____

PTV Contracting, LLC c/o Williams Owens

April 13, 2020

Date of Hearing/Closing: _____

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

Attn: Kristen Lewis:

Ladies and Gentlemen:

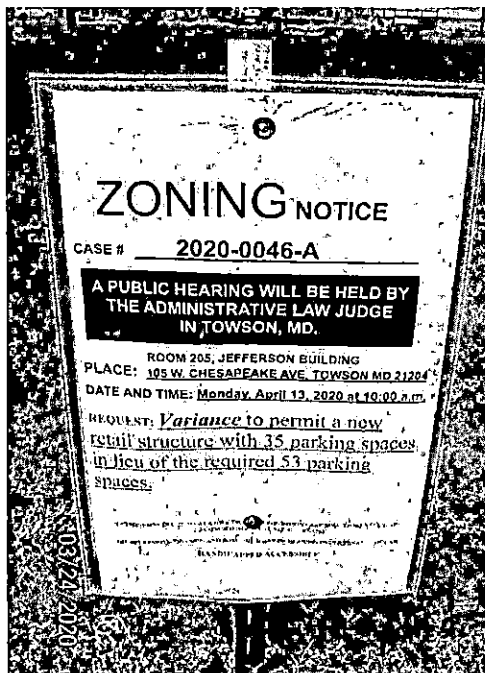
This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at: _____

7908 New Battle Grove Road

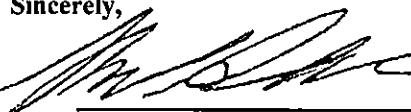
SIGN 1

March 24, 2020

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,

 March 24, 2020
(Signature of Sign Poster) (Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

CERTIFICATE OF POSTING

2020-0046-A

RE: Case No.: _____

Petitioner/Developer: _____

PTV Contracting, LLC c/o Williams Owens

April 13, 2020

Date of Hearing/Closing: _____

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

Attn: Kristen Lewis:

Ladies and Gentlemen:

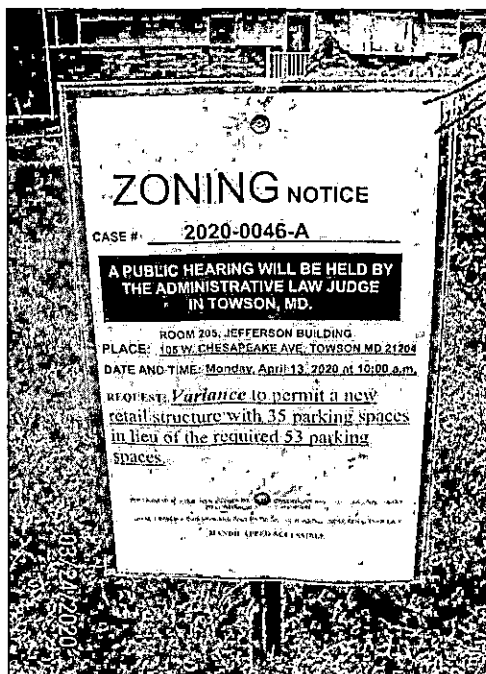
This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at: _____

7908 New Battle Grove Road

SIGN 2

March 24, 2020

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,

March 24, 2020

(Signature of Sign Poster)

(Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

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:

3/24/2020

Order #: 11868170

Case #: 2020-0046-A

Description:

NOTICE OF ZONING HEARING - CASE NUMBER: 2020-0046-A

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: 2020-0046-A

7908 New Battle Grove Road

N/west corner of intersection of New Battle Grove Road and North Point Boulevard

15th Election District - 7th Councilmanic District

Legal Owners: PTV Contracting, LLC c/o William Owen

Variance to permit a new retail structure with 35 parking spaces in lieu of the required 53 parking spaces.

Hearing: Monday, April 13, 2020 at 10:00 a.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 ACCOMMODATIONS, PLEASE CONTACT THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.

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

mh24



JOHN A. OLSZEWSKI, JR.
County Executive

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

March 4, 2020

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: 2020-0046-A

7908 New Battle Grove Road

N/west corner of intersection of New Battle Grove Road and North Point Boulevard

15th Election District – 7th Councilmanic District

Legal Owners: PTV Contracting, LLC c/o William Owen

Variance to permit a new retail structure with 35 parking spaces in lieu of the required 53 parking spaces.

Hearing: Monday, April 13, 2020 at 10:00 a.m. in Room 205, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204

A handwritten signature in black ink, appearing to read "Michael Mallinoff".

Michael Mallinoff
Director

MM:kl

C: David Karceski, 210 W. Pennsylvania Avenue, Towson 21204
William Owen, 400 Penn Center Blvd., Bldg. 4, Ste. 1000, Pittsburgh PA 15235
Christopher Duke, 250 S. Main Street, Ste. 109, Newark DE 19711

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY TUESDAY, MARCH 24, 2020.**
- (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, March 24, 2020 – Issue

Please forward billing to:
Christopher Duke
Becker Morgan Group, Inc.
250 S. Main Street
Newark, DE 19711

302-369-3700

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: 2020-0046-A

7908 New Battle Grove Road

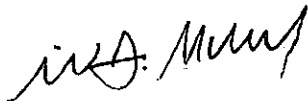
N/west corner of intersection of New Battle Grove Road and North Point Boulevard

15th Election District – 7th Councilmanic District

Legal Owners: PTV Contracting, LLC c/o William Owen

Variance to permit a new retail structure with 35 parking spaces in lieu of the required 53 parking spaces.

Hearing: Monday, April 13, 2020 at 10:00 a.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.

RE: PETITION FOR VARIANCE * BEFORE THE OFFICE
7908 New Battle Grove Road; NW corner of *
New Battle Grove Road & North Point Blvd * OF ADMINISTRATIVE
15th Election & 7th Councilmanic Districts *
Legal Owner(s): Joseph & Anna Barcikowski * HEARINGS FOR
Contract Purchaser(s): PTV Contracting, LLC *
Petitioner(s) * BALTIMORE COUNTY
* 2020-046-A

* * * * *

ENTRY OF APPEARANCE

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

RECEIVED

FEB 20 2020

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20th day of February, 2020, a copy of the foregoing Entry of Appearance was mailed to Christopher Duke, Becker Morgan Group, 250 S. Main Street, Suite 109, Newark, DE 19711 and David Karceski, Esquire, 210 W. Pennsylvania Avenue, Towson, Maryland 21204, Attorney for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

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

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the legal owner/petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least 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: 2020-0046-A
Property Address: 7908 New Battle Grove Rd, Dundalk, MD
Property Description: _____
Legal Owners (Petitioners): PTV Contracting, LLC
Contract Purchaser/Lessee: PTV Contracting, LLC

PLEASE FORWARD ADVERTISING BILL TO:

Name: Mr. Christopher Duke
Company/Firm (if applicable): Becker Morgan Group, Inc.
Address: 250 South Main St.
Newark, DE 19711
Telephone Number: 302-369-3700



JOHN A. OLSZEWSKI, JR.
County Executive

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

June 22, 2020

David H. Karceski,
210 W. Pennsylvania Ave Suite 500
Towson MD 21204

RE: Case Number: 2020-0046-A, 7908 New Battle Grove Road

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 February 13, 2020. This letter is not an approval, but only a **NOTIFICATION**.

The Zoning Advisory Committee (ZAC), which consists of representatives from several approval agencies, has reviewed the plans that were submitted with your petition. All comments submitted thus far from the members of the ZAC are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to ensure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. All comments will be placed in the permanent case file.

If you need further information or have any questions, please do not hesitate to contact the commenting agency.

Very truly yours,

A handwritten signature in dark ink, appearing to read "W. Carl Richards, Jr.", is written over the "Very truly yours," text.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR/kl

Enclosures

c: People's Counsel
PTV Contracting LLC 400 Penn Center BLVD BLD 64 Suite 1000 Pittsburgh PA 15235



JOHN A. OLSZEWSKI, JR.
County Executive

PM 7-2-20 10 AM
MICHAEL D. MALLINOFF, Director
Department of Permits,
Approvals & Inspections

June 22, 2020

David H. Karceski,
210 W. Pennsylvania Ave Suite 500
Towson MD 21204

RE: Case Number: 2020-0046-A, 7908 New Battle Grove Road

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 February 13, 2020. This letter is not an approval, but only a **NOTIFICATION**.

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If you need further information or have any questions, please do not hesitate to contact the commenting agency.

Very truly yours,

A handwritten signature in black ink, appearing to read "W. Carl Richards, Jr.", is written over the typed name.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR/kl

Enclosures

c: People's Counsel
PTV Contracting LLC 400 Penn Center BLVD BLD 64 Suite 1000 Pittsburgh PA 15235

MDOT
MARYLAND DEPARTMENT
OF TRANSPORTATION
STATE HIGHWAY
ADMINISTRATION

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Gregory Slater
Acting Secretary
Tim Smith, P.E.
Acting Administrator

Date: 2/20/20

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

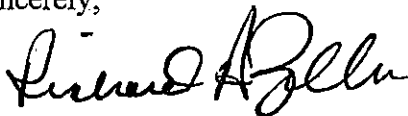
Dear Ms. Lewis:

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. 2020-0046-A

*Variance
Joseph & Anna Barci Kowski
7908 New Battle Grove Road*

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

Sincerely,



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

WW/RAZ

4-13

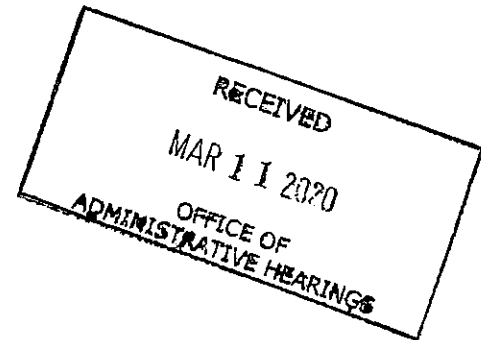
BALTIMORE COUNTY, MARYLAND INTER-OFFICE MEMORANDUM

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

DATE: 3/10/2020

FROM: C. Pete Gutwald
Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
Case Number: 20-046



INFORMATION:

Property Address: 7908 New Battle Grove Road
Petitioner: PTV Contracting, LLC, c/o William Owen
Zoning: BL
Requested Action: Variance

The Department of Planning has reviewed the petition for a variance under § 409.6 of the Baltimore County Zoning Regulations (BCZR) to permit a new retail structure with 35 parking spaces in lieu of the required 53 parking spaces.

The site is located at the corner of North Point Boulevard and New Battle Grove Road. The majority of the property is zoned BL-AS with a small sliver of BL in the rear.

A site visit was conducted on February 20, 2020. The site is very flat and will require proper drainage. The initial site plan addresses this appropriately. In addition, the area is not accessible to pedestrians. This project provides an opportunity to add sidewalks in an area where they are much needed.

The Department of Planning has no objection to the requested variance pending the following conditions are met:

1. Provide architectural elevations – include materials and signage locations
2. Provide signage plans for building and any freestanding signage proposed
3. Provide lighting plan – all lighting should be directed away from the residential neighborhood to the rear
4. Provide details of dumpster enclosure – must comply with Condition H of the Baltimore County Landscape Manual
5. Provide landscape plan – provide enhanced vegetative screening in the rear facing the residential alleyway
6. Provide sidewalks along New Battle Grove Road property line adjacent to North Point Boulevard

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

Prepared by:


Krystle Patchak

Division Chief:

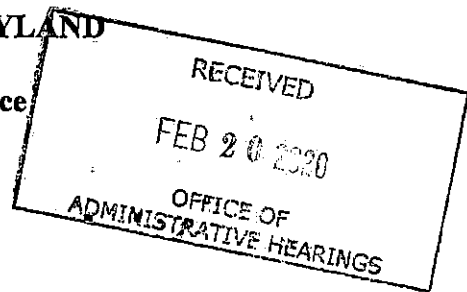

Jenifer G. Nugent

CPG/JGN/KP/

c: Joseph Fraker
Christopher Duke, Becker Morgan Group
David H. Karceski, Esquire
James Hermann, R.L.A., Department of Permits, Approvals and Inspections
Office of the Administrative Hearings
People's Counsel for Baltimore County

BALTIMORE COUNTY, MARYLAND

Inter-Office Correspondence



TO: Hon. Paul M. Mayhew; Managing Administrative Law Judge
Office of Administrative Hearings

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

DATE: February 20, 2020

SUBJECT: DEPS Comment for Zoning Item # 2020-0046-A
Address: 7908 New Battle Grove Road
(Barcikowski Property)

Zoning Advisory Committee Meeting of February 24, 2020.

X The Department of Environmental Protection and Sustainability offers the following comments on the above-referenced zoning item:

1. **This project will require presentation to the Development Review Committee (DRC) for determination of plan process prior to issuance of any permits for Grading or Construction.**

Reviewer: Steve Ford, EPS, D.C.

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Michael Millanoff, Director
Department of Permits, Approvals

FROM: *EFC for VKD*
Vishnu Desai, Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
For February 24, 2020
Item No. 2020 -0046-A

DATE: 05/22//2020

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

If Zoning Relief is granted, a Landscape Plan is required per the requirements of the Landscape Manual. A Lighting Plan is also required

*

*

*

*

*

VKD: cen
cc: file

4-13

BALTIMORE COUNTY, MARYLAND INTER-OFFICE MEMORANDUM

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

DATE: 3/10/2020

FROM: C. Pete Gutwald
Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
Case Number: 20-046



INFORMATION:

Property Address: 7908 New Battle Grove Road
Petitioner: PTV Contracting, LLC, c/o William Owen
Zoning: BL
Requested Action: Variance

The Department of Planning has reviewed the petition for a variance under § 409.6 of the Baltimore County Zoning Regulations (BCZR) to permit a new retail structure with 35 parking spaces in lieu of the required 53 parking spaces.

The site is located at the corner of North Point Boulevard and New Battle Grove Road. The majority of the property is zoned BL-AS with a small sliver of BL in the rear.

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The Department of Planning has no objection to the requested variance pending the following conditions are met:

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2. Provide signage plans for building and any freestanding signage proposed
3. Provide lighting plan – all lighting should be directed away from the residential neighborhood to the rear
4. Provide details of dumpster enclosure – must comply with Condition H of the Baltimore County Landscape Manual
5. Provide landscape plan – provide enhanced vegetative screening in the rear facing the residential alleyway
6. Provide sidewalks along New Battle Grove Road property line adjacent to North Point Boulevard

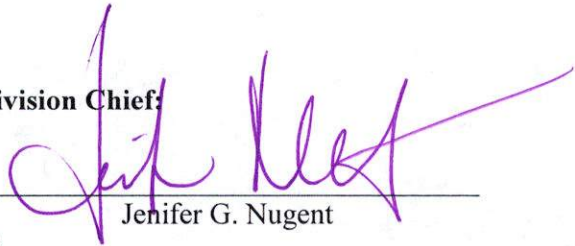
For further information concerning the matters stated herein, please contact Joseph Fraker at 410-887-3480.

Prepared by:



Krystle Patchak

Division Chief:



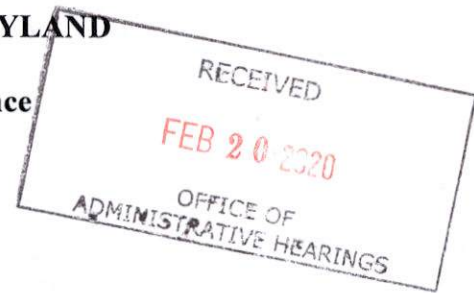
Jenifer G. Nugent

CPG/JGN/KP/

c: Joseph Fraker
Christopher Duke, Becker Morgan Group
David H. Karceski, Esquire
James Hermann, R.L.A., Department of Permits, Approvals and Inspections
Office of the Administrative Hearings
People's Counsel for Baltimore County

BALTIMORE COUNTY, MARYLAND

Inter-Office Correspondence



TO: Hon. Paul M. Mayhew; Managing Administrative Law Judge
Office of Administrative Hearings

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

DATE: February 20, 2020

SUBJECT: DEPS Comment for Zoning Item # 2020-0046-A
Address 7908 New Battle Grove Road
(Barcikowski Property)

Zoning Advisory Committee Meeting of **February 24, 2020.**

X The Department of Environmental Protection and Sustainability offers the following comments on the above-referenced zoning item:

1. **This project will require presentation to the Development Review Committee (DRC) for determination of plan process prior to issuance of any permits for Grading or Construction.**

Reviewer: Steve Ford, EPS, D.C.

MDOT
MARYLAND DEPARTMENT
OF TRANSPORTATION
STATE HIGHWAY
ADMINISTRATION

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Gregory Slater
Acting Secretary
Tim Smith, P.E.
Acting Administrator

Date: 2/20/20

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. 2020-0046-A

Variance
Joseph & Anna Barli Kowski
7908 New Battle Grove Road

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

Sincerely,



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

WW/RAZ

Donna Mignon

From: Donna Mignon
Sent: Tuesday, June 23, 2020 12:27 PM
To: 'dhkarceski@venable.com'
Subject: Hearings on July 2, 2020 at 10:00 a.m. and 1:30 p.m.

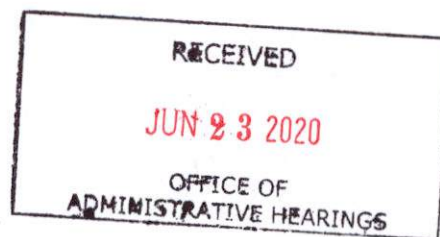
Locations: 7908 New Battle Grove Road
4313 Ebenezer Road

Dear Good Afternoon Mr. Karceski:

I wanted to reach out to you and let you know if you wish to present any exhibits at the hearings that are scheduled for July 2, 2020, please email all exhibits within 48 hours to:
administrativehearings@baltimorecountmd.gov

Thank you so much.

Donna Mignon, Legal Assistant
Baltimore County Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 103
Towson, Maryland 21204
410-887-3868



1991/12/12

2013.12.25

SECRET

Order ✓

Jr. ✓

(4-13-20
10Am)

✓

CASE NO. 2020-0046-A

7/2

@ 10 Am

CHECKLIST

<u>Comment Received</u>	<u>Department</u>	<u>Support/Oppose/ Conditions/ Comments/ No Comment</u>
_____	DEVELOPMENT PLANS REVIEW (if not received, date e-mail sent _____)	_____
<u>2-20</u>	DEPS (if not received, date e-mail sent _____)	<u>C</u>
_____	FIRE DEPARTMENT	_____
<u>3-11</u>	PLANNING (if not received, date e-mail sent _____)	<u>No obj. w/ Cond.</u>
<u>2-20</u>	STATE HIGHWAY ADMINISTRATION	<u>No object.</u>
_____	TRAFFIC ENGINEERING	_____
_____	COMMUNITY ASSOCIATION	_____
_____	ADJACENT PROPERTY OWNERS	_____
ZONING VIOLATION (Case No. _____)		
PRIOR ZONING (Case No. _____)		
NEWSPAPER ADVERTISEMENT Date: _____		
SIGN POSTING (1 st) Date: <u>6/11/20</u> by <u>SSG Black</u>		
SIGN POSTING (2 nd) Date: <u>6-29-20</u> by <u>" "</u>		
PEOPLE'S COUNSEL APPEARANCE	Yes ☒	No ☐
PEOPLE'S COUNSEL COMMENT LETTER	Yes ☐	No ☒

Comments, if any: _____

Donna Mignon

From: Robinson, Drew <CARobinson@Venable.com>
Sent: Tuesday, June 30, 2020 10:07 AM
To: Kristen L Lewis
Cc: Donna Mignon
Subject: CASE # 2020-46-A Dollar General - New Battle Grove Road

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

Kristen,

Below are the speakers who need to be given the Webex authorities to speak at the above-captioned hearing on Thursday. We are having a call later today which may require us to add another speaker, and I will let you know as soon as I do. Thanks for all your (and Donna's) help in coordinating this new process!

Speakers

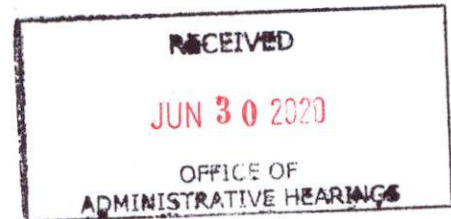
- Chris Duke cduke@beckermorgan.com
- David Karceski dkarceski@venable.com
- Drew Robinson carobinson@venable.com
- Ben Syput ben.syput@penntextventures.com

I expect to know around 3 today whether or not this will be the final list – thanks!

Drew

C. Andrew Robinson, Esq. | Venable LLP
t 410.494.6279 | f 410.821.0147 | m 443.600.0302
210 W. Pennsylvania Avenue, Suite 500, Towson, MD 21204

CARobinson@Venable.com | www.Venable.com



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Real Property Data Search

Search Result for BALTIMORE COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Special Tax Recapture: None					
Account Identifier:		District - 15 Account Number - 1502002750			
Owner Information					
Owner Name:	BARCIKOWSKI JOSEPH W BARCIKOWSKI ANNA W		Use:	RESIDENTIAL	
Mailing Address:	7908 NEW BATTLE GROVE RD BALTIMORE MD 21222-3563		Principal Residence:	YES	
			Deed Reference:	/05879/ 00138	
Location & Structure Information					
Premises Address:	7908 NEW BATTLE GROVE RD 0-0000		Legal Description:	0.516 AC NWS E BATTLE GROVE RD 116 S NEW NORTH POINT R	
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:
0104	0015	0365	15120107.04	0000	
					Block:
					Lot:
					Assessment Year:
					2018
					Plat No:
					Plat Ref:
Town: None					
Primary Structure Built		Above Grade Living Area		Finished Basement Area	
1979		2,016 SF		22,500 SF	
				Property Land Area	
				22,500 SF	
				County Use	
				04	
Stories	Basement	Type	Exterior	Quality	Full/Half Bath
1 1/2	YES	STANDARD UNIT	SIDING/	3	1 full/ 1 half
					Garage
					1 Detached
Last Notice of Major Improvements					
Value Information					
		Base Value		Value	
				As of	
				01/01/2018	
				Phase-In Assessments	
				As of	
				07/01/2019	
				As of	
				07/01/2020	
Land:		77,600		77,600	
Improvements		153,600		150,900	
Total:		231,200		228,500	
Preferential Land:		0		228,500	
					228,500
					0
Transfer Information					
Seller: BARCIKOWSKI JOSEPH T		Date: 04/28/1978		Price: \$0	
Type: NON-ARMS LENGTH OTHER		Deed1: /05879/ 00138		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		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		0.00 0.00	
Special Tax Recapture: None					
Homestead Application Information					
Homestead Application Status: Approved 12/31/2012					
Homeowners' Tax Credit Application Information					
Homeowners' Tax Credit Application Status: No Application					
Date:					

Donna Mignon

From: Robinson, Drew <CARobinson@Venable.com>
Sent: Tuesday, June 30, 2020 9:27 AM
To: Donna Mignon
Subject: RE: 7908 New Battle Grove Road, Case No: 2020-0046-A - Hearing Date: 7/2/2020 at 10:00 a.m.
Attachments: Petitioner Exhibit 1 - Site Plan Filed with Zoning Office.pdf; Petitioner Exhibit 2 - Redlined Site Plan.pdf; Petitioner Exhibit 3 - Chris Duke CV.pdf; Petitioner Exhibit 4A - Aerial.pdf; Petitioner Exhibit 4B - Aerial (Wide).pdf

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

EMAIL 1 of 2

Donna,

Please find attached Exhibits 1, 2, 3, 4A and 4B for Thursday's hearing captioned above. Please let me know once you successfully receive both emails – thanks!

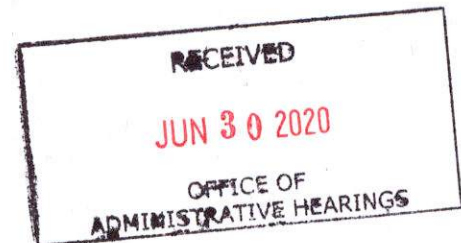
Drew

From: Donna Mignon <dmignon@baltimorecountymd.gov>
Sent: Tuesday, June 30, 2020 9:12 AM
To: Robinson, Drew <CARobinson@Venable.com>
Subject: RE: 7908 New Battle Grove Road, Case No: 2020-0046-A - Hearing Date: 7/2/2020 at 10:00 a.m.

Caution: External Email

No problem. Thank you !
Have a great day.

Donna Mignon, Legal Assistant
Baltimore County Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 103
Towson, Maryland 21204
410-887-3868



From: Robinson, Drew <CARobinson@Venable.com>
Sent: Tuesday, June 30, 2020 9:08 AM
To: Donna Mignon <dmignon@baltimorecountymd.gov>
Subject: RE: 7908 New Battle Grove Road, Case No: 2020-0046-A - Hearing Date: 7/2/2020 at 10:00 a.m.

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

NOV 13 1964
U.S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

Donna – I am finalizing them now; we had to edit one last minute. I will have them to you shortly – thanks!

From: Donna Mignon <dmignon@baltimorecountymd.gov>

Sent: Tuesday, June 30, 2020 9:04 AM

To: Robinson, Drew <CARobinson@Venable.com>

Subject: 7908 New Battle Grove Road, Case No: 2020-0046-A - Hearing Date: 7/2/2020 at 10:00 a.m.

Caution: External Email

Good Morning Drew,

I wanted to reach out to you, our office needs the exhibits for the hearing that is scheduled for Thursday. Thanks so much.

Donna Mignon, Legal Assistant
Baltimore County Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 103
Towson, Maryland 21204
410-887-3868

COVID-19

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Donna Mignon

From: Robinson, Drew <CARobinson@Venable.com>
Sent: Tuesday, June 30, 2020 9:29 AM
To: Donna Mignon
Subject: RE: 7908 New Battle Grove Road, Case No: 2020-0046-A - Hearing Date: 7/2/2020 at 10:00 a.m.
Attachments: Petitioner Exhibit 5 - Google Streetview Pictures.pdf; Petitioner Exhibit 6 - Standard Building Elevations for Dollar General.pdf; Petitioner Exhibit 7 - Bushkill Building Elevations.pdf; Petitioner Exhibit 8 - Concept Landscape Plan.pdf; Petitioner Exhibit 9 - Sign Details for Proposed Signage.pdf

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EMAIL 2 of 2

Donna,

Please find attached Exhibits 5, 6, 7, 8 and 9 for Thursday's hearing captioned above. Please let me know once you successfully receive both emails – thanks!

Drew

From: Robinson, Drew
Sent: Tuesday, June 30, 2020 9:27 AM
To: 'Donna Mignon' <dmignon@baltimorecountymd.gov>
Subject: RE: 7908 New Battle Grove Road, Case No: 2020-0046-A - Hearing Date: 7/2/2020 at 10:00 a.m.

EMAIL 1 of 2

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Drew

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Sent: Tuesday, June 30, 2020 9:12 AM
To: Robinson, Drew <CARobinson@Venable.com>
Subject: RE: 7908 New Battle Grove Road, Case No: 2020-0046-A - Hearing Date: 7/2/2020 at 10:00 a.m.

Caution: External Email

No problem. Thank you !
Have a great day.

Donna Mignon, Legal Assistant
Baltimore County Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 103
Towson, Maryland 21204
410-887-3868

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Sent: Tuesday, June 30, 2020 9:08 AM
To: Donna Mignon <dmignon@baltimorecountymd.gov>
Subject: RE: 7908 New Battle Grove Road, Case No: 2020-0046-A - Hearing Date: 7/2/2020 at 10:00 a.m.

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Sent: Tuesday, June 30, 2020 9:04 AM
To: Robinson, Drew <CARobinson@Venable.com>
Subject: 7908 New Battle Grove Road, Case No: 2020-0046-A - Hearing Date: 7/2/2020 at 10:00 a.m.

Caution: External Email

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Donna Mignon, Legal Assistant
Baltimore County Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 103
Towson, Maryland 21204
410-887-3868

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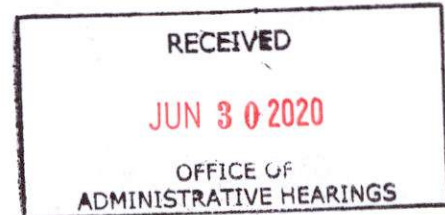
7-2
10 Am

Debra Wiley

From: SGT ROBERT BLACK <1opie@comcast.net>
Sent: Monday, June 29, 2020 10:19 PM
To: Barbara Lukasevich; CARobinson@Venable.com; amrosenblatt@venable.com;
Administrative Hearings; DKarceski@Venable.com
Subject: Recertification's For 2020-0046-A, ~~2020-0041-X And 2019-0534-X~~
Attachments: Re-Cert 1 2019-0534-X.doc; Re-Cert 2 2019-0534-X.doc; Re-Cert 1 2020-0041-X.doc;
Re-Cert 2 2020-0041-X.doc; Re-Cert 1 2020-0046-A.doc; Re-Cert 2 2020-0046-A.doc

CAUTION: This message from 1opie@comcast.net originated from a non Baltimore County Government or non BCPL email system. Hover over any links before clicking and use caution opening attachments.

Recertification's for 7908 New Battle Grove Road, 4313 Ebenezer Road and 5401 Campbell Boulevard. Thanks.



CERTIFICATE OF POSTING

2020-0046-A

RE: Case No.: _____

Petitioner/Developer: _____

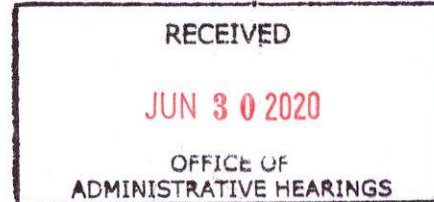
PTV Contracting, LLC c/o Williams Owens

July 2, 2020

Date of Hearing/Closing: _____

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

Attn: Kristen Lewis:



Ladies and Gentlemen:

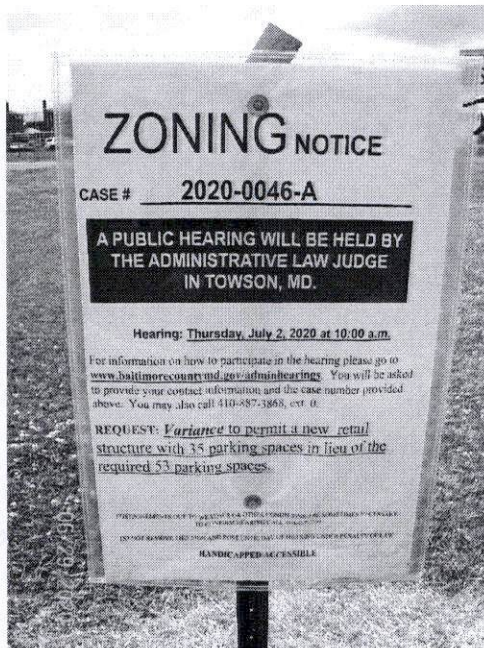
This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at: _____

7908 New Battle Grove Road

SIGN 1 Recertification

June 11, 2020

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,

 June 29, 2020
(Signature of Sign Poster) (Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

CERTIFICATE OF POSTING

2020-0046-A

RE: Case No.: _____

Petitioner/Developer: _____

PTV Contracting, LLC c/o Williams Owens

July 2, 2020

Date of Hearing/Closing: _____

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

Attn: Kristen Lewis:

Ladies and Gentlemen:

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



7908 New Battle Grove Road

SIGN 2 Recertification

June 11, 2020

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,

 June 29, 2020
(Signature of Sign Poster) (Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

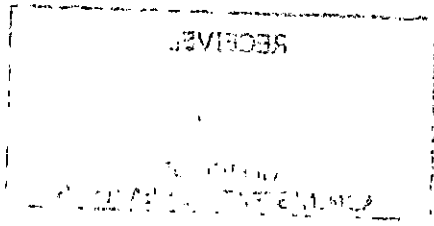
(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)





PETITION FOR ZONING HEARING(S)

4/13/20
10 AM

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 7908 NEW BATTLE GROVE RD which is presently zoned BL
Deed References: 06188-00748; 05879-0038 10 Digit Tax Account # 1502003752
Property Owner(s) Printed Name(s) JOSEPH & ANNA BARCLOWSKI

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

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

1. ☐ a Special Hearing under Section 600.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

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

3. ☒ a Variance from Section(s)

BCZR: 409.6 → To permit a new retail structure with 35 parking spaces in lieu of the required 53 parking spaces.

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 bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

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

Contract Purchaser/Lessee:

PTV CONTRACTING, LLC c/o WILLIAM OWEN
Name- Type or Print

Signature:

400 PENN CENTER BLVD, Bldg 4, STE 1000
Mailing Address City PITTSBURGH State PA

15235 724.420.6367 william.owen@pennventures.com
Zip Code Telephone # Email Address

Attorney for Petitioner:

David H. Karceski
Name- Type or Print

Signature:

210 W. Pennsylvania Ave. Towson MD
Mailing Address City TOWSON State MD

21204 410 494 6285 dkarceski@venable.com
Zip Code Telephone # Email Address

Legal Owners (Petitioners):

PTV Contracting, LLC c/o William Owen

Name #1 - Type or Print

Signature #1

400 Penn Center Blvd., Bldg. 4, Ste. 1000, Pittsburgh, PA
Mailing Address City PITTSBURGH State PA

15235 724.420.6367 william.owen@pennventures.com
Zip Code Telephone # Email Address

Representative to be contacted:

CHRISTOPHER DUKE, BECKER MORGAN GROUP
Name- Type or Print

Signature

250 S. MAIN ST, STE 100, NEWARK, DE
Mailing Address City NEWARK State DE

19711 302-369-3700 cduke@beckermorgan.com
Zip Code Telephone # Email Address

CASE NUMBER 2020-0046-A Filing Date 2/13/20 Do Not Schedule Dates: Reviewer JJ

REV. 10/4/11

Deb
4/13
@ 10 AM

3/30 2:26 PM
Jeff V.M.

Followup
email sent
3/30

OWNER'S CERTIFICATION

I, the undersigned, hereby certify that the information furnished in this application is true and correct to the best of my knowledge and belief, and that I am the owner of the property described herein, or that I am authorized to execute this application on behalf of the owner.

DATE: 11/11/2011

SIGNATURE: [Signature]

ENGINEER'S CERTIFICATION

I, the undersigned, hereby certify that the information furnished in this application is true and correct to the best of my knowledge and belief, and that I am the owner of the property described herein, or that I am authorized to execute this application on behalf of the owner.

DATE: 11/11/2011

SIGNATURE: [Signature]

1. PROJECT LOCATION

2. PROJECT DESCRIPTION

3. PROJECT OWNER

4. PROJECT ADDRESS

5. PROJECT CITY

6. PROJECT STATE

7. PROJECT ZIP

8. PROJECT PHONE

9. PROJECT FAX

10. PROJECT E-MAIL

11. PROJECT WEBSITE

12. PROJECT CONTACT

13. PROJECT DATE

14. PROJECT TIME

15. PROJECT COST

16. PROJECT PERMIT

17. PROJECT PLAN

18. PROJECT SHEET

19. PROJECT SCALE

20. PROJECT DATE

21. PROJECT TIME

22. PROJECT COST

23. PROJECT PERMIT

24. PROJECT PLAN

25. PROJECT SHEET

26. PROJECT SCALE

27. PROJECT DATE

28. PROJECT TIME

29. PROJECT COST

30. PROJECT PERMIT

31. PROJECT PLAN

32. PROJECT SHEET

33. PROJECT SCALE

34. PROJECT DATE

35. PROJECT TIME

36. PROJECT COST

37. PROJECT PERMIT

38. PROJECT PLAN

39. PROJECT SHEET

40. PROJECT SCALE

41. PROJECT DATE

42. PROJECT TIME

43. PROJECT COST

44. PROJECT PERMIT

45. PROJECT PLAN

46. PROJECT SHEET

47. PROJECT SCALE

48. PROJECT DATE

49. PROJECT TIME

50. PROJECT COST

51. PROJECT PERMIT

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100. PROJECT PERMIT

101. PROJECT PLAN

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126. PROJECT TIME

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128. PROJECT PERMIT

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131. PROJECT SCALE

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160. PROJECT DATE

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162. PROJECT COST

163. PROJECT PERMIT

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166. PROJECT SCALE

167. PROJECT DATE

168. PROJECT TIME

169. PROJECT COST

170. PROJECT PERMIT

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174. PROJECT DATE

175. PROJECT TIME

176. PROJECT COST

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201. PROJECT SCALE

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203. PROJECT TIME

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205. PROJECT PERMIT

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209. PROJECT DATE

210. PROJECT TIME

211. PROJECT COST

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213. PROJECT PLAN

214. PROJECT SHEET

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216. PROJECT DATE

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218. PROJECT COST

219. PROJECT PERMIT

220. PROJECT PLAN

221. PROJECT SHEET

222. PROJECT SCALE

223. PROJECT DATE

224. PROJECT TIME

225. PROJECT COST

226. PROJECT PERMIT

227. PROJECT PLAN

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237. PROJECT DATE

238. PROJECT TIME

239. PROJECT COST

240. PROJECT PERMIT

241. PROJECT PLAN

242. PROJECT SHEET

243. PROJECT SCALE

244. PROJECT DATE

245. PROJECT TIME

246. PROJECT COST

247. PROJECT PERMIT

248. PROJECT PLAN

249. PROJECT SHEET

250. PROJECT SCALE

251. PROJECT DATE

252. PROJECT TIME

253. PROJECT COST

254. PROJECT PERMIT

255. PROJECT PLAN

256. PROJECT SHEET

257. PROJECT SCALE

258. PROJECT DATE

259. PROJECT TIME

260. PROJECT COST

261. PROJECT PERMIT

262. PROJECT PLAN

263. PROJECT SHEET

264. PROJECT SCALE

265. PROJECT DATE

266. PROJECT TIME

267. PROJECT COST

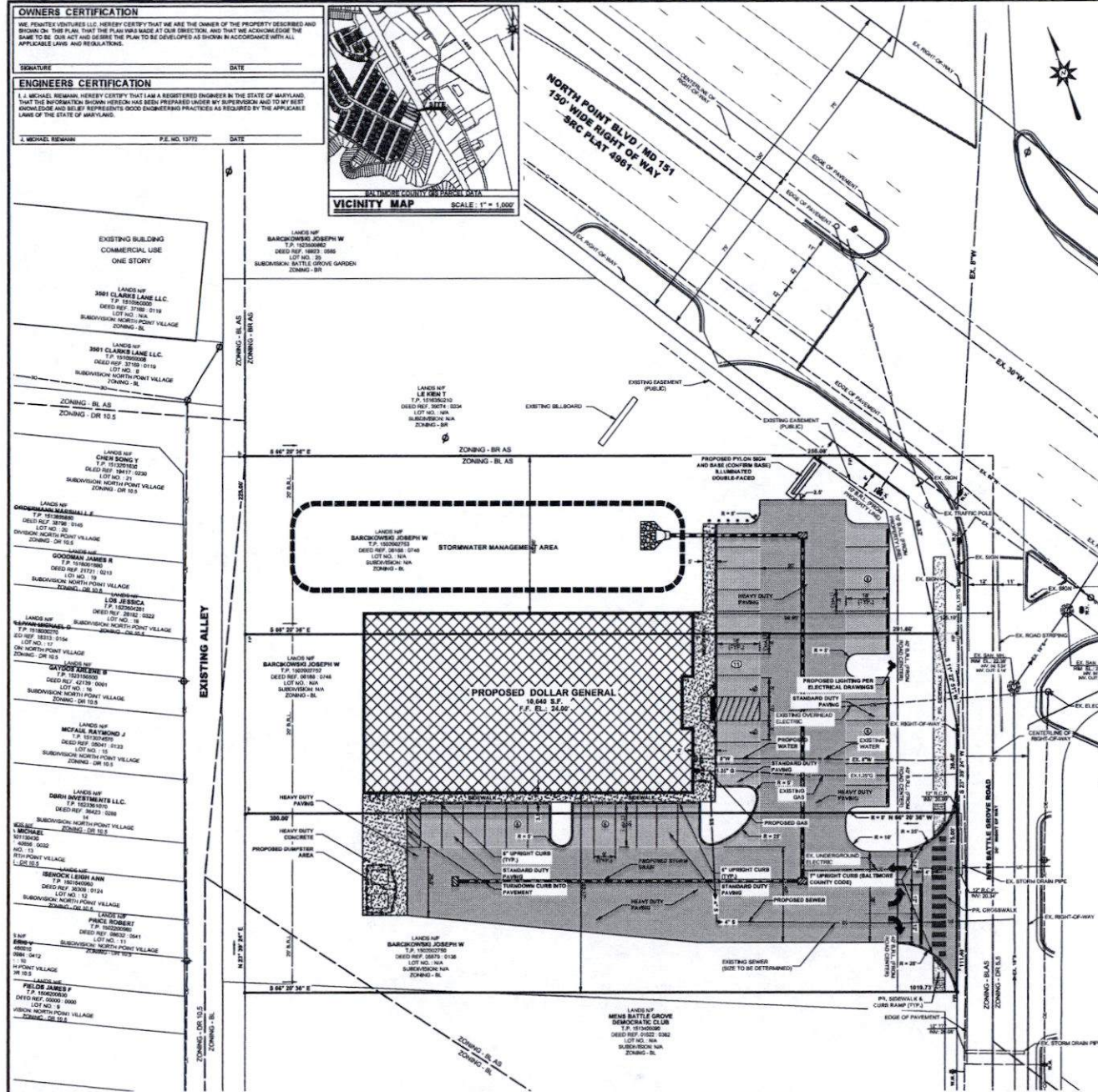
268. PROJECT PERMIT

269. PROJECT PLAN

270. PROJECT SHEET

2

2



SITE

1. OWNER

3601 E. BROADWAY
PITTSBURGH, PA 15228
724-682-8757

2. ENGINEER/SURVEYOR

BECKER MORRISON GROUP INC.
360 SOUTH GOVERNORS AVE.
DOWNS, CLERMONT 19004
303-791-7800

3. PROPERTY LOCATION

7056 HIGHWAY BATTLE ROAD
DUNALEIGH, MD

4. PROPERTY MAP NUMBER

EXISTING: 1502002751, 150200273

5. ZONING CLASSIFICATION

EXISTING: B-1 BUSINESS LOCAL (BALTIMORE COUNTY)
PROPOSED: B-1 BUSINESS LOCAL (BALTIMORE COUNTY)

6. DEED REF. SUMMARY

BOOK 8196 PAGE 2748, BOOK 8359 PAGE 3128

7. NUMBER OF LOTS

EXISTING: 1
PROPOSED: 3

8. EASEMENT

EXISTING: 8' FOOT EASEMENT OFF NORTHEASTERN PROPERTY CORNER (PUBLIC)
PER ROAD COMMISSION OF MARYLAND AS SHOWN ON DEED PLAT 681

9. PRESENT USE

RESIDENTIAL

10. PROPOSED USE

COMMERCIAL/RETAIL

11. TOTAL SITE AREA

LOT 1 (T.P. 1502002751) +	5.488 ACRES (23,796 SQ. FT.)
LOT 2 (T.P. 1502002752) +	6.511 ACRES (28,236 SQ. FT.)
LOT 3 (T.P. 1502002750) +	5.516 ACRES (23,906 SQ. FT.)
TOTAL	17.515 ACRES (76,938 SQ. FT.)

12. PROPOSED BUILDING

BUILDING: 10,000 S.F.

13. IMPROVED COVERAGE

EXISTING: 11,360 SQ. FT. (5.03 ACRES)
REQUIRED: 32,311 SQ. FT. (7.437 ACRES)

14. PARKING CALCULATIONS

RETAIL: 48 SPACES PER 1,000 S.F. OF FLOOR SPACE
REQUIRED: 35 SPACES (25,000 S.F. x .0484 SQ. FT. = 53.2 SPACES)
PROVIDED: 35 SPACES

15. PARKING SPACES

PARKING SPACES: 1 (MARYLAND ACCESSIBILITY CODE)

16. SIGNAGE

LOADING SIGNAGE: 1 (EIGHT)

17. BULK STANDARDS

FUTURE PERMIT SUBJECT TO LIFT AWAY FROM RESIDENTIAL PROPERTIES. LIGHTING FEATURES
MUST BE PROTECTED BY CURBING OR LANDSCAPING.

18. BULK STANDARDS

REAR: B-1 BUSINESS LOCAL LOT COVERAGE: 100%

	REQUIRED	PROVIDED
REAR YARD	N/A	40%
LANDSCAPING	NONE	20 FEET

19. BUILDING HEIGHT

19 FEET

20. ROAD CLASSIFICATION

LOCAL ROAD (25 M.P.H.)

21. SURVEY DATUM

HIGH MONUMENTS
VERTICAL: NAVD 83 - 874
HORIZONTAL: NAD 83 (2011 MIP) - CORN

22. MONUMENTATION

2 FOUND
3 BUILT
3 BUILT

23. SURVEY CLASSIFICATION

SEWER - ON SITE CONNECTION
WATER - ON SITE CONNECTION

24. UTILITIES

ELECTRIC - UNDERGROUND ELECTRIC CONNECTION ON SITE
GAS - NAT. GAS CONNECTION ON SITE

25. ELECTION DISTRICT

DISTRICT 14-03

26. COUNTY COUNCIL DISTRICT

DISTRICT 7

[illegible]

SURVEY LEGEND		
ITEM	EXISTING	PROPOSED
UNMARKED POINT		○
CONCRETE MONUMENT	◻	◻
IRON PIPE	⊞	⊞
IRON PIPE W/ CAP	⊞	⊞
IRON ROD	⊞	⊞
IRON ROD W/ CAP	⊞	⊞
DRILL HOLE	⊞	⊞
STONE	⊞	⊞
PK NAIL	⊞	⊞

[illegible]

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

BECKER MORGAN GROUP

ARCHITECTURE
ENGINEERING

Denver, DE
300 S. Government Ave.
Denver, CO 80204
Tel. 303.724.7970
Fax 303.724.7995

Saltwater, MD
312 West Main St., Suite 300
Saltwater, MD 21081
Ph. 410.546.1100
Fax 410.546.5824

Wilmington, NC
3260 Randall Parkway, Suite 211
Wilmington, North Carolina 28403
Ph. 910.341.7556
Fax 910.341.7556

www.beckermorgan.com

**PETITIONER'S
EXHIBIT
2**

STATE OF MICHIGAN
COUNTY OF WASHTENAW

PROJECT TITLE
PLAN TO ACCOMPANY NON-
RESIDENTIAL VARIANCE HEARING
FOR:
**DOLLAR
GENERAL
DUNDALK**
STORE NO.

7908 NEW BATTLE GROVE ROAD
DUNDALK
BALTIMORE COUNTY, MD

SHEET TITLE

PRELIMINARY SITE PLAN

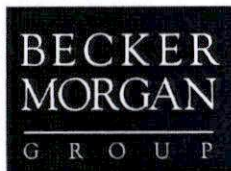
0 10 20 40

SCALE : 1" = 20'

REUSE BLOCK

MARK	DATE	DESCRIPTION
PROJECT NO.:	20190270-00	
DATE:	01/31/2020	
SCALE:	1" = 20'	
DRAWN BY	THMS	PROJ. MGR. COD
	WEST	

PRELIMINARY



PETITIONER'S

EXHIBIT NO.

3

CHRISTOPHER D. DUKE, P.E., PTOE, LEED AP
SENIOR ASSOCIATE / CIVIL ENGINEER

RELEVANT | PROJECT EXPERIENCE

Mr. Duke has served as a Project Manager and Project Engineer for many retail land development projects in Maryland and Delaware. He has led technical tasks associated with Traffic Impact Studies, Traffic Signal Design, Erosion and Sediment Control, Stormwater Management, Utility Design, Entrance Design, Roadway Design, and Construction Phase management. He has also served roles related to managing a project through the agency approval process including testifying in various public hearing forums on behalf of the project. Projects he has played a primary role in include:

Royal Farms / #254 | Mardela Springs, Wicomico County, Maryland
Royal Farms / #197 | Newark, New Castle County, Delaware
Royal Farms / #956 | Georgetown, Sussex County, Delaware
Royal Farms / #142 | Milford, Sussex County, Delaware
Royal Farms / #379 | Middletown, New Castle County, Delaware
Royal Farms / #998 | New Castle, New Castle County, Delaware
7-Eleven | North East, Cecil County, Maryland
7-Eleven | Cambridge, Dorchester County, Maryland
7-Eleven | Havre de Grace, Harford County, Maryland
7-Eleven | Delmar, Wicomico County, Maryland
7-Eleven | Bridgeville, Sussex County, Delaware
7-Eleven | Milford, Kent County, Delaware
7-Eleven | Ellendale, Sussex County, Delaware
Dollar General | Elkton, Cecil County, Maryland
Dollar General | Dundalk, Baltimore County, Maryland
Dollar General | Pasadena, Anne Arundle County, Maryland
Dollar General | Kingsville, Baltimore County, Maryland
Dollar General | Dover, Kent County, Delaware
Newark Park N' Shop | Newark, New Castle County, Delaware
Pike Creek Shopping Center | Wilmington, New Castle County, Delaware
Coastal Station | Rehoboth Beach, Sussex County, Delaware
Capital Station | Dover, Kent County, Delaware
Bay Road Commercial | Dover, Kent County, Delaware



EDUCATION

2006: Bachelor of Civil Engineering, University of Delaware
2015: Master of Science in Civil Engineering, Villanova University

REGISTRATIONS & CERTIFICATIONS

Professional Engineer: Delaware: No. 16378
Professional Engineer: Maryland: No. 55308
Professional Traffic Operations Engineer
LEED Accredited Professional

AWARDS

2020 ENR MidAtlantic Top Young Professional
2018 Delaware Young Engineer of the Year

CAREER

Becker Morgan Group, Inc.
Senior Associate, 2017- present
Civil Engineer, 2014 - 2016
Civil Designer, 2006 - 2010

Johnson, Mirmiran, & Thompson
Traffic Engineer, 2013 - 2014

AECOM / Traffic Engineer, 2010 - 2012

COMMUNITY & PROFESSIONAL AFFILIATIONS

American Council of Engineering Companies, Secretary
University of DE Civil Engineering Senior Design Class Adjunct Professor
DE State Chamber of Commerce (Transportation & Infrastructure Committee, Delaware Young Professionals Network Chairman)
University of DE Engineering Week Student Banquet, Keynote Speaker, 2020
Committee of 100 (2018- present)
Transportation Committee
Young Engineer of the Year Award Recipient 2018
The Newark Partnership's Organizing Board and Economic Enhancement Committee
CCD teacher, Saints Peter and Paul Parish, West Chester, PA
Youth Basketball Coach, ACAC West Chester

PETITIONER'S
EXHIBIT NO. 4

PETITIONER'S
EXHIBIT
4A

7908 New Battle Grove Road



7908 New Battle Grove Road (Wide)



PETITIONER'S
EXHIBIT
5

Google Maps 7908 New Battle Grove Rd

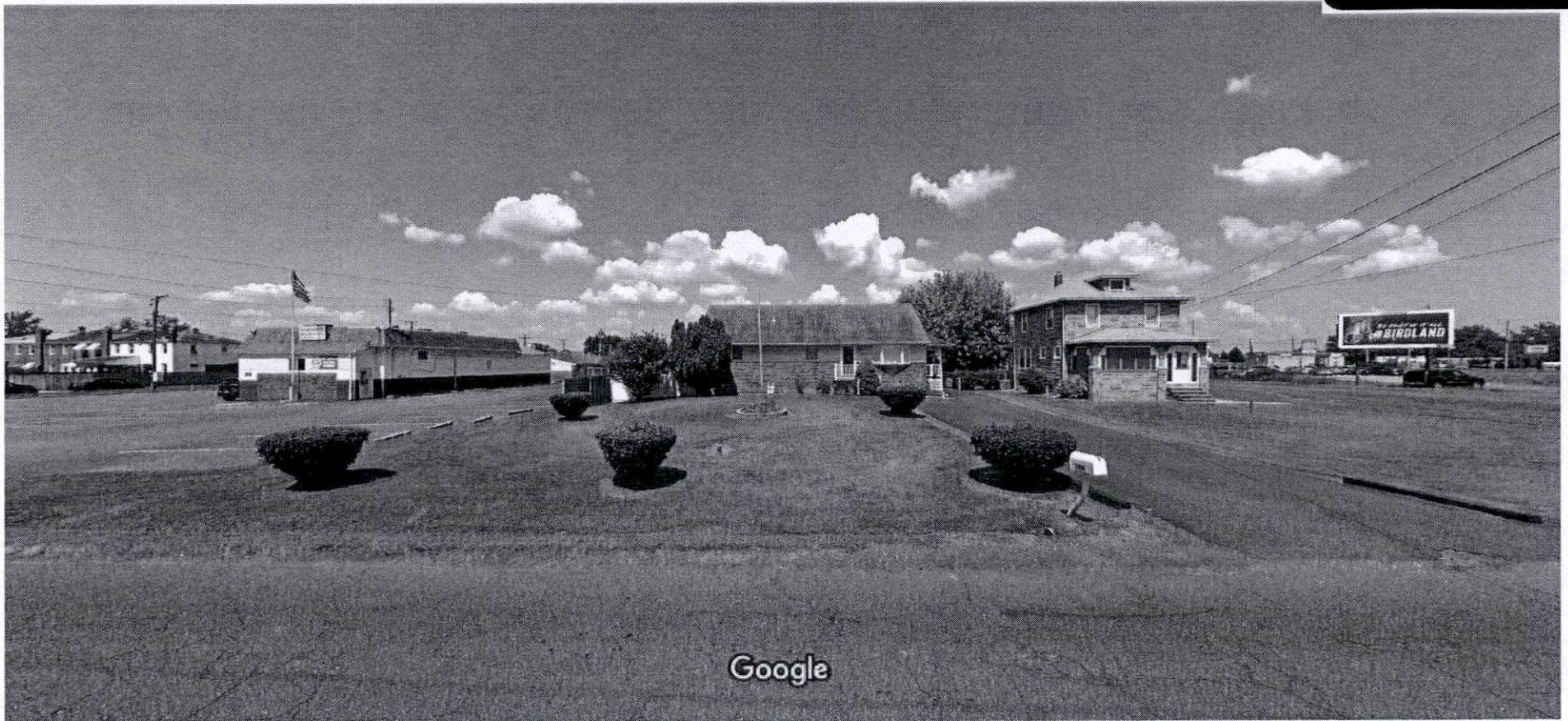
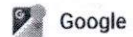
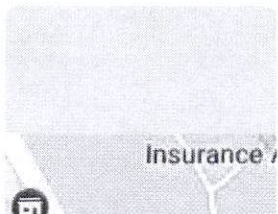


Image capture: Jul 2019 © 2020 Google

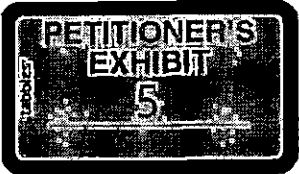
Dundalk, Maryland



Street View



PETITIONER'S
EXHIBIT NO. 5



Google Maps 7900 New Battle Grove Rd

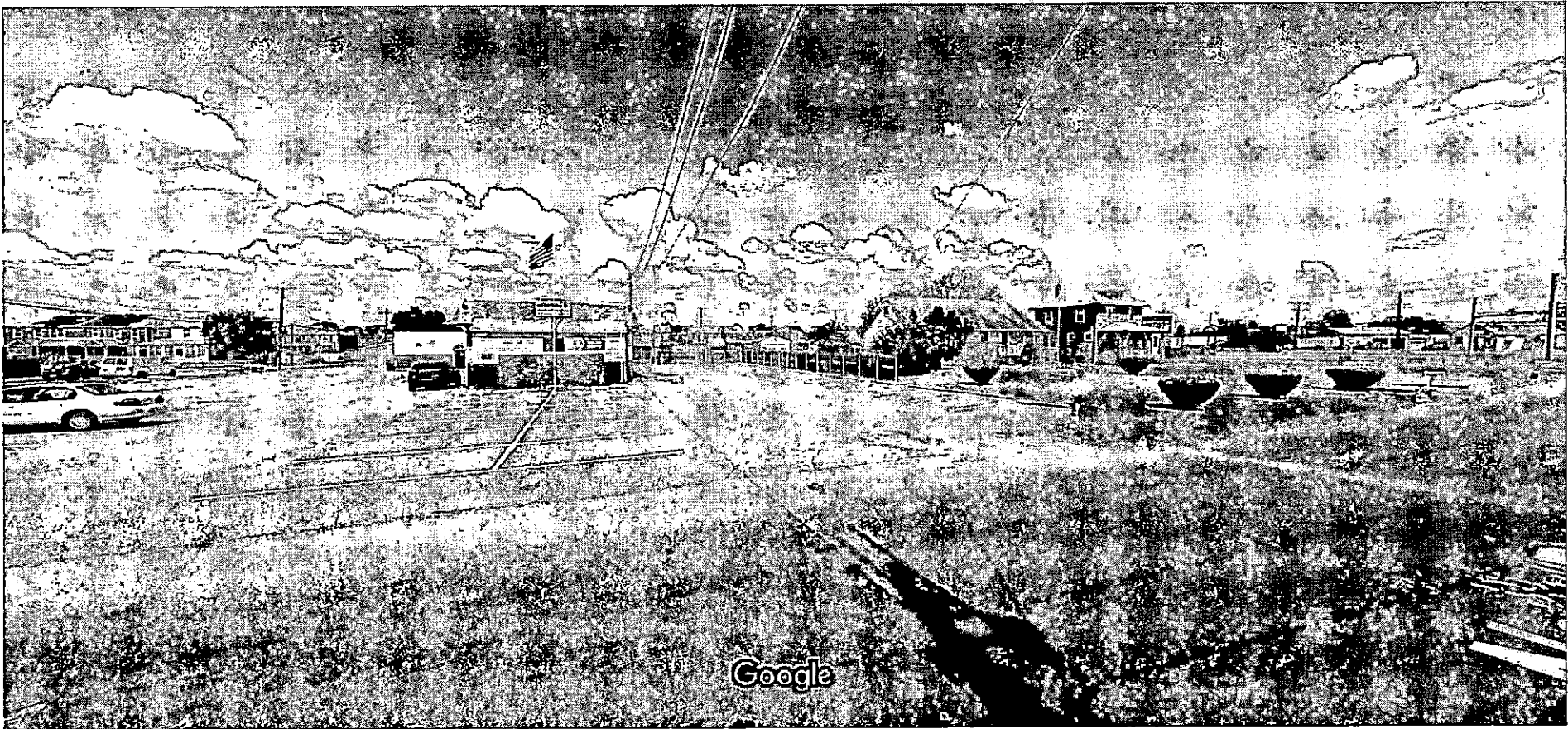
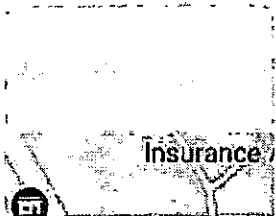


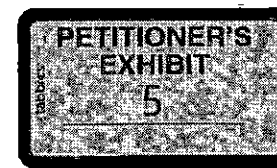
Image capture: Jul 2019 © 2020 Google

Dundalk, Maryland



Street View





Google Maps 7977 New Battle Grove Rd

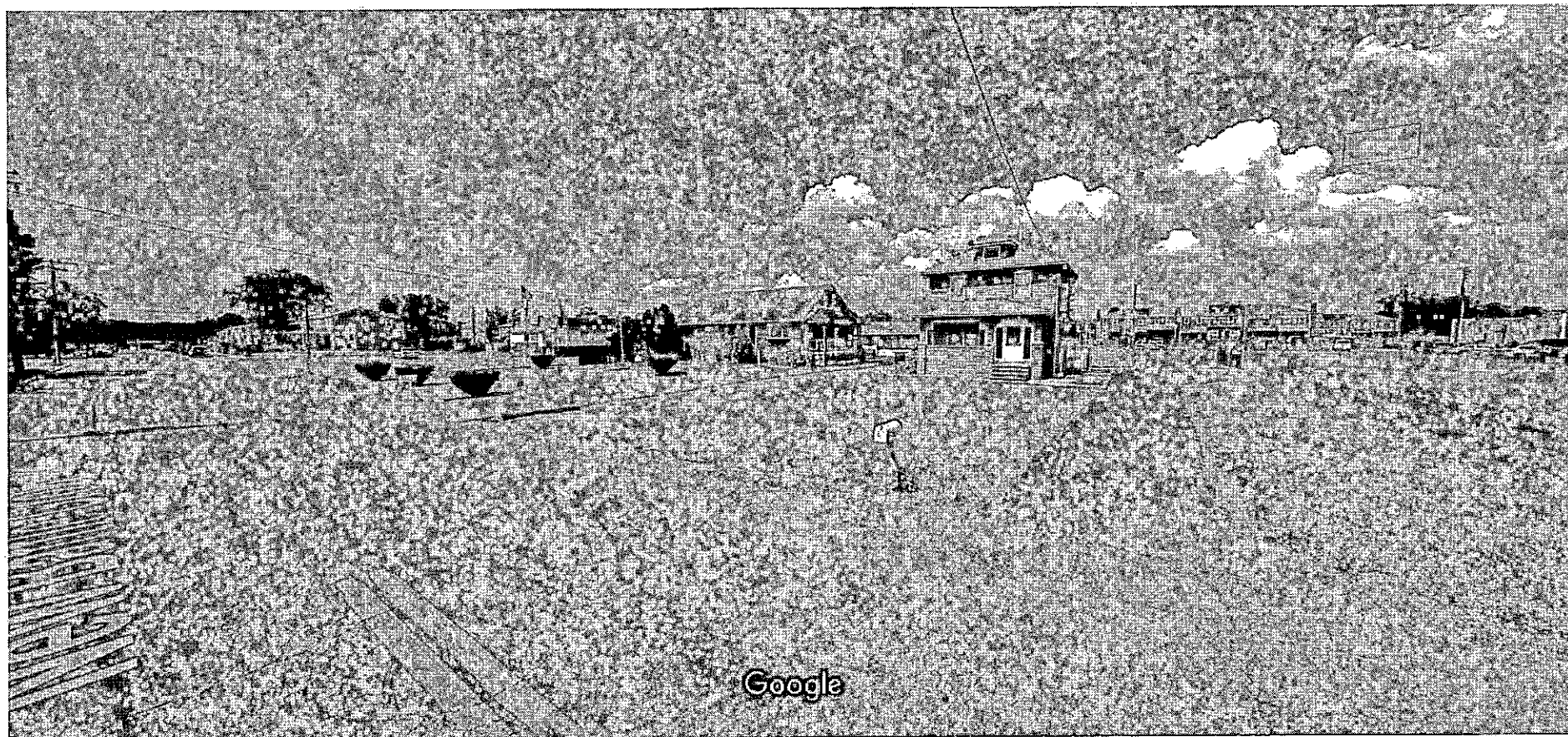
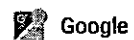


Image capture: Jul 2019 © 2020 Google

Dundalk, Maryland



Street View





Google Maps Dundalk, Maryland



Image capture: Dec 2007 © 2020 Google



Street View





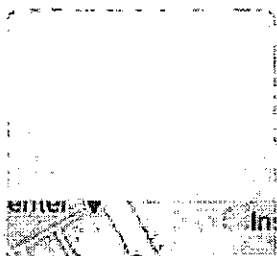
Google Maps Dundalk, Maryland

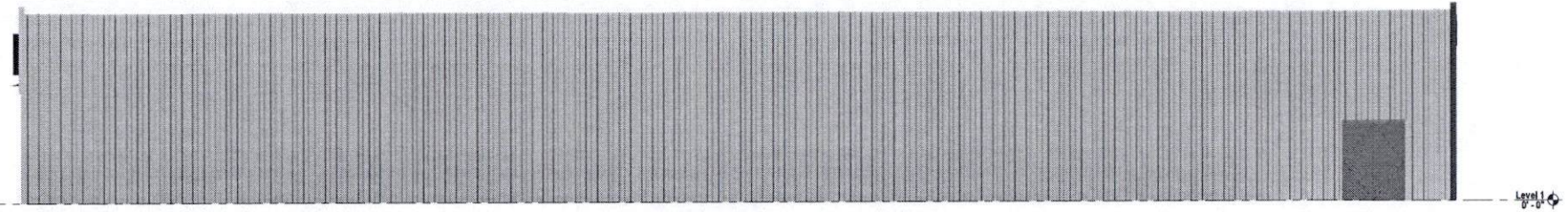


Image capture: Dec 2007 © 2020 Google



Street View

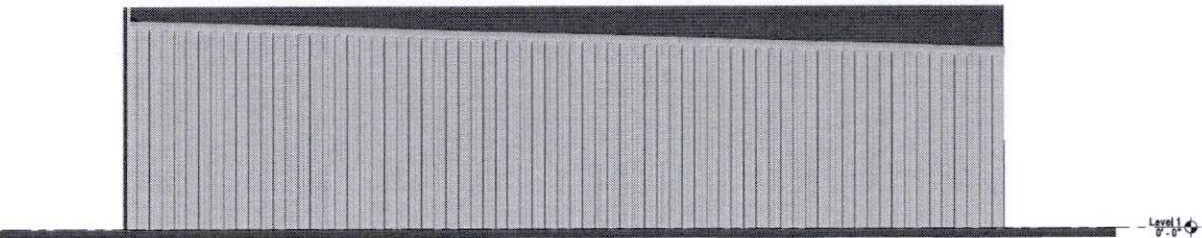




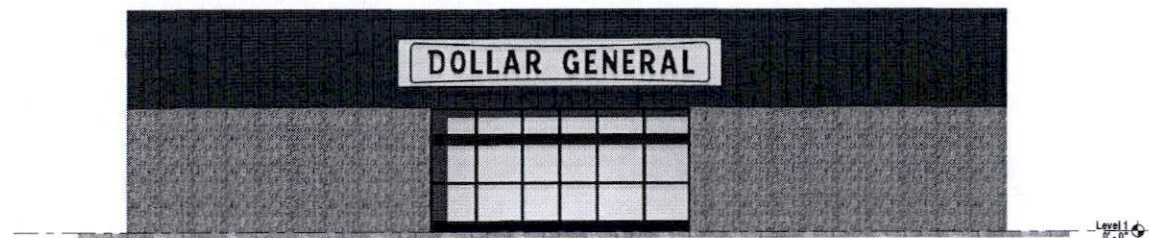
1 South Building Elevation
3/16" = 1'-0"

tabbles
PETITIONER'S
EXHIBIT
6

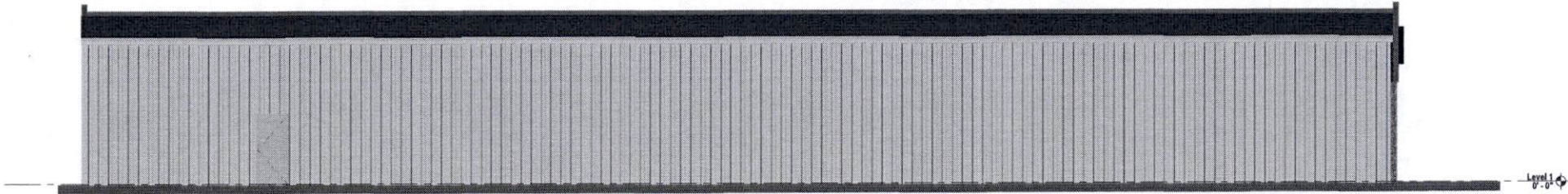
PETITIONER'S
EXHIBIT NO. 6



2 East Building Elevation
3/16" = 1'-0"



3 West Building Elevation
3/16" = 1'-0"



4 North Building Elevation
3/16" = 1'-0"

PETITIONER'S
EXHIBIT
7



Exterior View 1
Dollar General Store - Bushkill, PA

3/4/2020 1:15:55 PM

PETITIONER'S

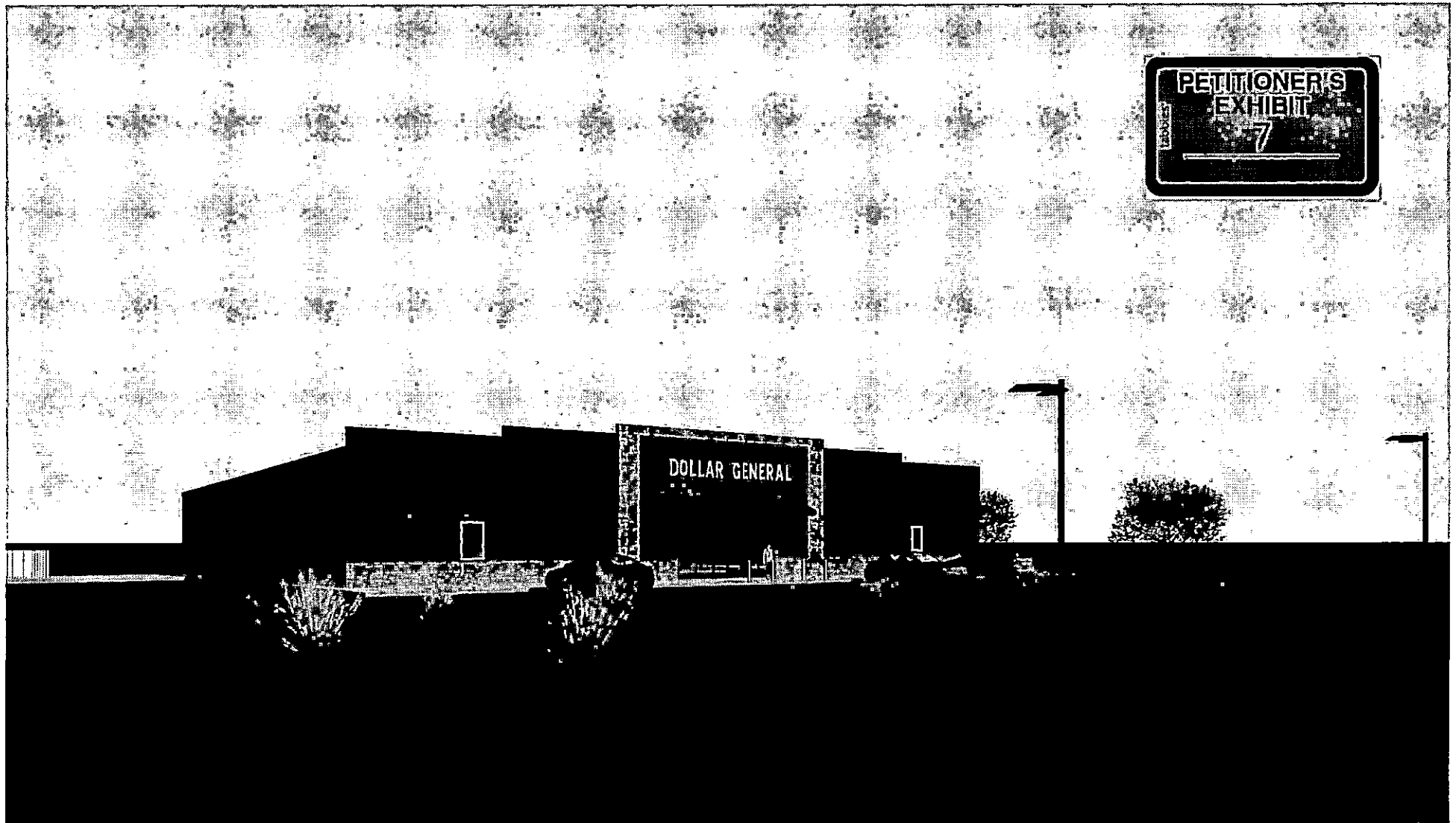
EXHIBIT NO.

7

SCALE

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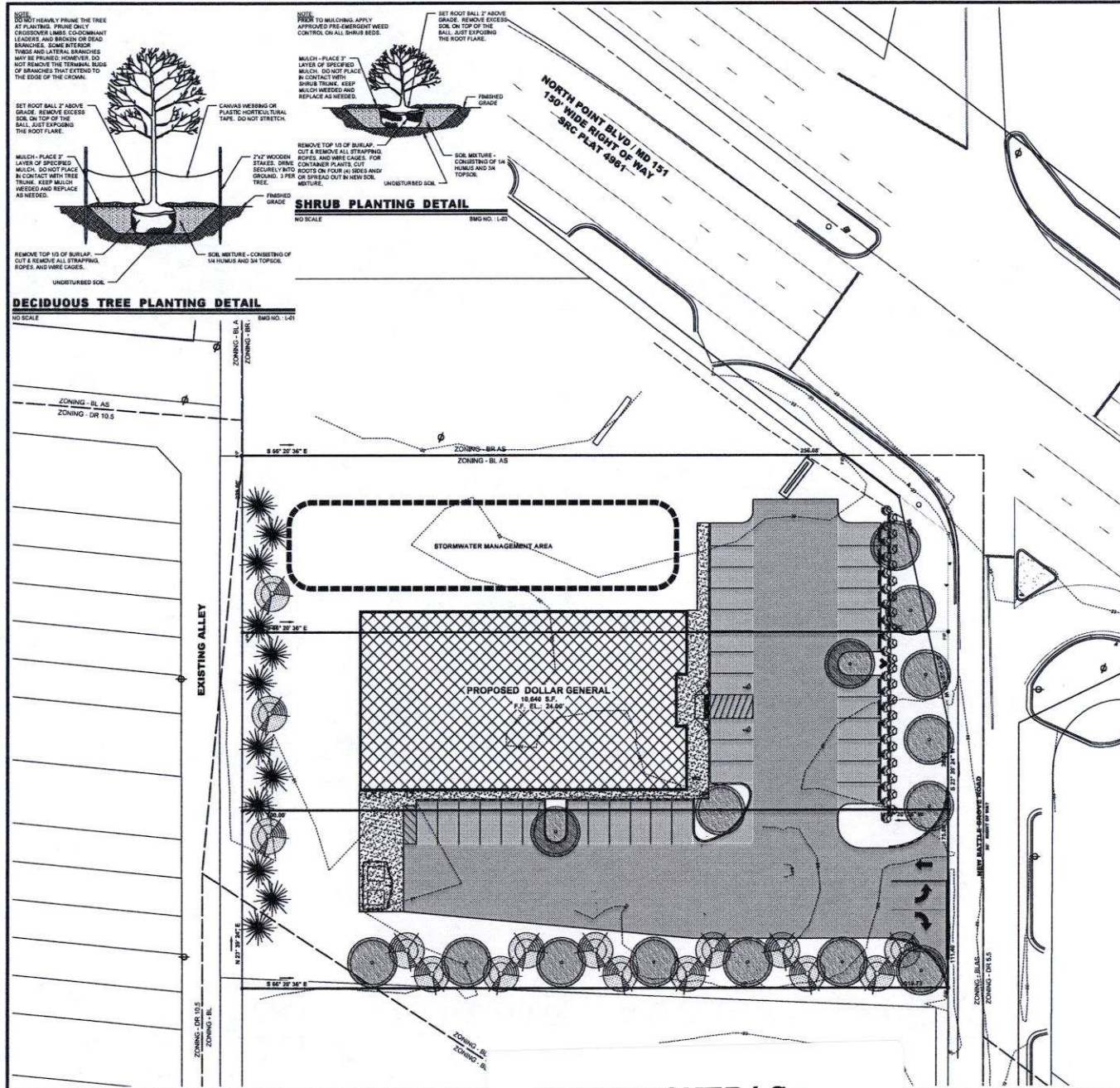




Exterior View 2
Dollar General Store - Bushkill, PA

3/4/2020 1:16:06 PM





PLANT UNIT CALCULATIONS

NO.	ELEMENT	SIZE	LINEAR FEET	PLANTING UNIT PRICE
A	ADJACENT ROAD	20' x 12'	240.00	1.50
B	INTERIOR ROAD	10' x 12'	120.00	1.50
C	PARKING ADJACENT TO PUBLIC ROAD (CALCULATED)	10' x 12'	120.00	1.50
D	PARKING LOT INTERIOR	10' x 12'	120.00	1.50
TOTAL			600.00	1.50

NOTE: 1 PLANT UNIT EQUALS 10' x 12' 1/2" CALIPER CONVEYER TREE, 20' x 12' 1/2" CALIPER UNDERSTORY OR PLANTING TREE.
2: EVERGREEN TREES 6' HGT. OR 5: SHRUBS 18" x 30" HGT.

PETITIONER'S EXHIBIT 8

BECKER MORGAN GROUP
ARCHITECTURE ENGINEERING
Dover, DE
309 S. Governors Ave.
Dover, DE 19904
Ph. 302.734.7500
Fax 302.734.7505
Salisbury, MD
312 West Main St. Suite 300
Salisbury, MD 21801
Ph. 410.545.9100
Fax 410.545.9224
Wilmington, NC
3205 Randall Parkway, Suite 211
Wilmington, North Carolina 28403
Ph. 910.341.7500
Fax 910.341.7505
www.beckermorgan.com

PROJECT TITLE
PLAN TO ACCOMPANY NON-RESIDENTIAL VARIANCE HEARING FOR:
DOLLAR GENERAL DUNDALK
STORE NO. 7908 NEW BATTLE GROVE ROAD DUNDALK BALTIMORE COUNTY, MD

SHEET TITLE
LANDSCAPE CONCEPT PLAN

SCALE: 1" = 20'

MARK DATE DESCRIPTION
PROJECT NO.: 2019278.00
DATE: 9/13/2020
SCALE: 1" = 20'
DRAWN BY: THMS (PROJ. MGR. CDD)
SHEET
L-001
COMPILED: 03

PETITIONER'S EXHIBIT NO. 8



PTV Contracting, LLC



Printed on Thu Mar 5, 2020 at 09:07 am EST

Job #: 1-9999-1053 PTV 1053, LLC (St. Mary's)
34 Crestview Road
St. Mary's, Pennsylvania 15857

10/30/19

Description

Taken Date

2019/10/30 17:42:55

Upload Date

2019/10/30 17:42:57

Uploaded By

Joe Brusco

File Name

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10/29/19

Description

Taken Date

2019/10/29 15:24:14

Upload Date

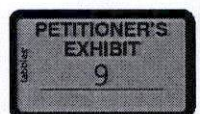
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Joe Brusco

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PETITIONER'S

EXHIBIT NO.

9



10/29/19

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2019/10/29 15:23:59

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2019/10/29 15:24:01

Uploaded By
Joe Brusco

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10/28/19

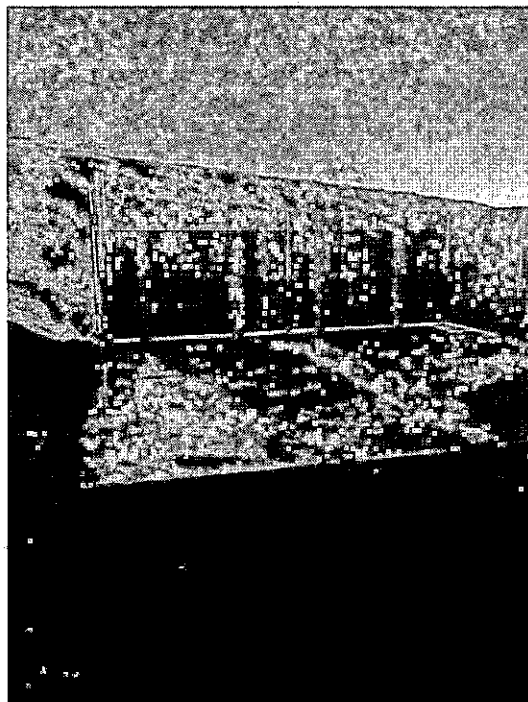
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2019/10/28 18:18:06

Uploaded By
Joe Brusco

File Name
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OWNERS CERTIFICATION

WE, PENNTEX VENTURES LLC, HEREBY CERTIFY THAT WE ARE THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN, THAT THE PLAN WAS MADE AT OUR DIRECTION, AND THAT WE ACKNOWLEDGE THE SAME TO BE OUR ACT AND DESIRE THE PLAN TO BE DEVELOPED AS SHOWN IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

SIGNATURE

DATE

ENGINEERS CERTIFICATION

I, J. MICHAEL RIEMANN, HEREBY CERTIFY THAT I AM A REGISTERED ENGINEER IN THE STATE OF MARYLAND, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF MARYLAND.

J. MICHAEL RIEMANN

P.E. NO. 13772

DATE

EXISTING BUILDING
COMMERCIAL USE
ONE STORY

LANDS N/F
3501 CLARKS LANE LLC.
T.P. 151095000
DEED REF. 37169 : 0119
LOT NO. : N/A
SUBDIVISION: NORTH POINT VILLAGE
ZONING - BL

LANDS N/F
3501 CLARKS LANE LLC.
T.P. 151095000
DEED REF. 37169 : 0119
LOT NO. : B
SUBDIVISION: NORTH POINT VILLAGE
ZONING - BL

ZONING - BL AS
ZONING - DR 10.5

LANDS N/F
CHEN SONG Y
T.P. 1513201630
DEED REF. 39477 : 0230
LOT NO. : 27
SUBDIVISION: NORTH POINT VILLAGE
ZONING - DR 10.5

LANDS N/F
ORDERMANN MARSHALL E
T.P. 1513685850
DEED REF. 38795 : 0145
LOT NO. : 20
SUBDIVISION: NORTH POINT VILLAGE
ZONING - DR 10.5

LANDS N/F
GOODMAN JAMES R
T.P. 1516001880
DEED REF. 21721 : 0213
LOT NO. : 18
SUBDIVISION: NORTH POINT VILLAGE
ZONING - DR 10.5

LANDS N/F
LOS JESSICA
T.P. 152304281
DEED REF. 28182 : 0322
LOT NO. : 18
SUBDIVISION: NORTH POINT VILLAGE
ZONING - DR 10.5

LANDS N/F
ILLIYAN MICHAEL D
T.P. 1516002070
DEED REF. 18313 : 0154
LOT NO. : 17
SUBDIVISION: NORTH POINT VILLAGE
ZONING - DR 10.5

LANDS N/F
GAYDOS ARLENE B
T.P. 1523158600
DEED REF. 42139 : 0001
LOT NO. : 16
SUBDIVISION: NORTH POINT VILLAGE
ZONING - DR 10.5

LANDS N/F
MCFAUL RAYMOND J
T.P. 1513074570
DEED REF. 05041 : 0133
LOT NO. : 13
SUBDIVISION: NORTH POINT VILLAGE
ZONING - DR 10.5

LANDS N/F
DBRH INVESTMENTS LLC.
T.P. 1523351070
DEED REF. 38421 : 0288
LOT NO. : 14
SUBDIVISION: NORTH POINT VILLAGE
ZONING - DR 10.5

LANDS N/F
ISENOCK LEIGH ANN
T.P. 1501540960
DEED REF. 38309 : 0124
LOT NO. : 12
SUBDIVISION: NORTH POINT VILLAGE
ZONING - DR 10.5

LANDS N/F
PRICE ROBERT
T.P. 1502200960
DEED REF. 08632 : 0541
LOT NO. : 11
SUBDIVISION: NORTH POINT VILLAGE
ZONING - DR 10.5

LANDS N/F
ERIG-V
T.P. 1502200960
DEED REF. 00000 : 0000
LOT NO. : 9
SUBDIVISION: NORTH POINT VILLAGE
ZONING - DR 10.5

LANDS N/F
FIELDS JAMES F
T.P. 1502200960
DEED REF. 00000 : 0000
LOT NO. : 9
SUBDIVISION: NORTH POINT VILLAGE
ZONING - DR 10.5

LANDS N/F
BARCIKOWSKI JOSEPH W
T.P. 1523500862
DEED REF. 18923 : 0585
LOT NO. : 25
SUBDIVISION: BATTLE GROVE GARDEN
ZONING - BR

LANDS N/F
LE KIEN T
T.P. 1516350210
DEED REF. 39074 : 0334
LOT NO. : N/A
SUBDIVISION: N/A
ZONING - BR

LANDS N/F
BARCIKOWSKI JOSEPH W
T.P. 1502002752
DEED REF. 05188 : 0748
LOT NO. : N/A
SUBDIVISION: N/A
ZONING - BL

LANDS N/F
BARCIKOWSKI JOSEPH W
T.P. 1502002752
DEED REF. 05188 : 0748
LOT NO. : N/A
SUBDIVISION: N/A
ZONING - BL

LANDS N/F
BARCIKOWSKI JOSEPH W
T.P. 1502002750
DEED REF. 05879 : 0138
LOT NO. : N/A
SUBDIVISION: N/A
ZONING - BL

LANDS N/F
MENS BATTLE GROVE
DEMOCRATIC CLUB
T.P. 1513400090
DEED REF. 01522 : 0382
LOT NO. : N/A
SUBDIVISION: N/A
ZONING - BL

SITE DATA

- OWNER: PTV 1024, LLC.
400 PENN CENTER BOULEVARD, BUILDING 4, SUITE 1000
PITTSBURGH, PA 15235
724-420-5367
- ENGINEER / SURVEYOR: BECKER MORGAN GROUP INC.
308 SOUTH GOVERNORS AVE.
DOVER, DELAWARE 19904
302-734-7950
- PROPERTY LOCATION: 7808 NEW BATTLE GROVE ROAD
DUNDALK, MD
- PROPERTY MAP NUMBER: 1502002750, 1502002752, 1502002753
- ZONING CLASSIFICATION: EXISTING: BL - BUSINESS LOCAL (BALTIMORE COUNTY)
PROPOSED: BL - BUSINESS LOCAL (BALTIMORE COUNTY)
- DEED REF. SUMMARY: BOOK 06188 PAGE 0748, BOOK 05879 PAGE 0138
- NUMBER OF LOTS: EXISTING: 3
PROPOSED: 1
- EASEMENT: EXISTING ± 8 FOOT EASEMENT OFF NORTHEASTERN PROPERTY CORNER (PUBLIC)
PER ROADS COMMISSION OF MARYLAND AS SHOWN ON SRC PLAT 4961.
- PRESENT USE: RESIDENTIAL
- PROPOSED USE: COMMERCIAL/RETAIL
- TOTAL SITE AREA: LOT 1 (T.P. 1502002753) = 0.484 ACRES ± (21,090 SQ. FT.)
LOT 2 (T.P. 1502002752) = 0.513 ACRES ± (22,338 SQ. FT.)
LOT 3 (T.P. 1502002750) = 0.516 ACRES ± (22,500 SQ. FT.)
TOTAL = 1.513 ACRES ± (65,906 SQ. FT.)
- PROPOSED BUILDING: BUILDING: 10,640 S.F.
- IMPERVIOUS COVERAGE: EXISTING: 11,390 SQ. FT. ± (0.26 ACRES ±)
PROPOSED: 33,311 SQ. FT. ± (0.76 ACRES ±)
- PARKING CALCULATIONS: RETAIL (5 SPACES PER 1,000 SQ. FT. OF FLOOR SPACE)
REQUIRED: 53 SPACES (5' x 1,000 x 10,640 SQ. FT. = 53.2 SPACES)
PROVIDED: 35 SPACES
PARKING SPACES: 2 (MARYLAND ACCESSIBILITY CODE)
LOADING BERTHS: 1 BERTH
FUTURE PERMIT SUBMISSION
ARRANGED TO REFLECT LIGHT AWAY FROM RESIDENTIAL PROPERTIES. LIGHTING FIXTURES
MUST BE PROTECTED BY CURBING OR LANDSCAPING.
- SIGNAGE: FUTURE PERMIT SUBMISSION
- OUTDOOR LIGHTING: ARRANGED TO REFLECT LIGHT AWAY FROM RESIDENTIAL PROPERTIES. LIGHTING FIXTURES
MUST BE PROTECTED BY CURBING OR LANDSCAPING.
- BULK STANDARDS: BL - BUSINESS, LOCAL
LOT FRONTAGE: REQUIRED: N/A
LOT COVERAGE: PROVIDED: 210
N/A ±51%
SETBACKS: FRONT YARD: 10 FEET (PROPERTY LINE) OR 40 FEET (ROAD CENTERLINE)
SIDE YARD: NONE
REAR YARD: 20 FEET
LANDSCAPING: NONE
- BUILDING HEIGHT: 18 FEET
- ROAD CLASSIFICATION: LOCAL ROAD (25 M.P.H.)
- SURVEY DATUM: NGS MONUMENTS
VERTICAL: NAVD 88 - R74
HORIZONTAL: NAD 83 (2011) MSP - CORS
- MONUMENTATION: 9 FOUND
0 SET
SUBURBAN SURVEY
- SURVEY CLASSIFICATION: SEWER - ON SITE CONNECTION
WATER - ON SITE CONNECTION
ELECTRIC - UNDERGROUND ELECTRIC CONNECTION ON SITE
GAS - NAT. GAS CONNECTION ON SITE
- UTILITIES: DISTRICT 15-020
- ELECTION DISTRICT: DISTRICT 7
- COUNTY COUNCIL DISTRICT: DISTRICT 7

GENERAL NOTES :

- THE BOUNDARY & TOPOGRAPHIC DATA SHOWN HEREON WAS COMPILED FROM A FIELD SURVEY PERFORMED BY BECKER MORGAN GROUP, INC., DOVER, DE. IN DECEMBER 2019. PROJECT VERTICAL DATUM IS BASED ON NAVD 88 AND PROJECT HORIZONTAL DATUM IS BASED ON MARYLAND STATE PLANE (NAD83-2011). GPS DERIVED FROM N.G.S. CONTROL MONUMENTS.
- THE BOUNDARY LINES PORTRAYED HEREON HAVE BEEN ESTABLISHED BASED SOLELY ON PHYSICAL EVIDENCE DISCOVERED IN THE FIELD IN CONJUNCTION WITH DETERMINATIONS DERIVED FROM SOURCE OF TITLE AND ADJACENT DEED RECORD INFORMATION.
- ALL UTILITY LOCATIONS AND SIZES SHOWN HEREON ARE EITHER MARKED LOCATIONS IN THE FIELD, VISIBLE AND FIELD LOCATED STRUCTURES OR TAKEN FROM UTILITY MAPS PROVIDED BY UTILITY PROVIDERS. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED.
- NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING, BUILDING CONSTRUCTION OR BUILDING ADDITION WHEN FIELD SURVEY WAS COMPLETED IN DECEMBER 2019.
- PROPERTY LINE ALONG NEW BATTLE GROVE ROAD CONTIGUOUS WITH PUBLIC RIGHT OF WAY.
- NO OBSERVABLE EVIDENCE OF SITE USE AS A CEMETERY, SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL WHEN FIELD SURVEY WAS COMPLETED IN DECEMBER 2019.
- NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS. NO EVIDENCE FOUND TO INDICATE ANY MODIFICATION TO EXISTING STREET RIGHT OF WAYS WHEN FIELD SURVEY WAS COMPLETED IN DECEMBER 2019.
- NO EVIDENCE OF POTENTIAL WETLANDS WERE OBSERVED ON THE SUBJECT PROPERTY AT THE TIME THE SURVEY WAS CONDUCTED. NOR HAVE WE RECEIVED ANY DOCUMENTATION OF ANY WETLANDS BEING LOCATED ON THE SUBJECT PROPERTY.
- THE PROPERTY IS NOT IMPACTED BY THE 100 YEAR FLOOD PLAIN ZONE AND IS DESIGNATED "ZONE X" BASED ON FIRM MAP 240100400S, PANEL 440 OF 580, DATED MAY 5TH, 2014.
- THE PROPERTY IS NOT IN ANY FAILED BASIC SERVICES MAP AREAS (SEWAGE, WATER SUPPLY, OR TRANSPORTATION).

SURVEY LEGEND

ITEM	EXISTING	PROPOSED
UNMARKED POINT	○	○
CONCRETE MONUMENT	□ FCM	□ SCM
IRON PIPE	⊙ FIP	⊙ SIP
IRON PIPE W/ CAP	⊙ FIPC	
IRON ROD	⊙ FIR	⊙ SIR
IRON ROD W/ CAP	⊙ FIR	⊙ SIR
DRILL HOLE	⊙ FDH	⊙ SDH
STONE	⊙ FSTONE	
PK NAIL	⊙ FPK	⊙ SPK

LEGEND

ITEM	EXISTING	ITEM	EXISTING
CONCRETE CURB & GUTTER	—	SANITARY GRAVITY SEWER LINE, SIZE & FLOW DIRECTION	— EX. 10" S—
CONCRETE SIDEWALK, SLAB / PAVING	—	SANITARY SEWER FORCE MAIN, SIZE & FLOW DIRECTION	— EX. 10" F.M.—
IMPERVIOUS SURFACED ROAD, DRIVE OR PARKING LOT	—	SANITARY SEWER MANHOLE (S.M.H.)	—
INDIVIDUAL TREE OR BUSH	—	SANITARY SEWER CLEANOUT	—
WIRE FENCE	—	WATER MAIN & SIZE	— EX. 10" W—
CHAINLINK FENCE	—	FIRE HYDRANT	— F.H.—
STOCKADE FENCE	—	WATER VALVE (W.V.) OR METER (W.M.)	— W.V.— W.M.—
STRUCTURE (CONCRETE, WOOD, METAL, ETC.)	—	STORM DRAIN MANHOLE (S.D.M.H.)	—
DRAINAGE DITCH OR SWALE	—	STORM DRAIN LINE (CMP OR RCP)	—
EMBANKMENT SIDESLOPES (DOWN)	—	CATCH BASIN	—
CONTOUR	—	UTILITY POLE W/ OVERHEAD SERVICE (TELEPHONE OR ELECTRIC OR BOTH)	—
ELEVATION SPOT SHOT	—	UNDERGROUND ELECTRIC	— U.E.—
BENCH MARK	—	UNDERGROUND TELEPHONE	— U.T.—
PROPERTY OR RIGHT-OF-WAY LINE	—	UNDERGROUND GAS MAIN	— EX. 2" G—
CENTERLINE	—	PAVEMENT TO BE REMOVED	N/A
LIGHT POLE	—		

PETITIONER'S

EXHIBIT NO. 1

BECKER
MORGAN
GROUP

ARCHITECTURE
ENGINEERING

Dover, DE

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Dover, DE 19904
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Fax 302.734.7965

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Fax 410.546.5824

Wilmington, NC

3205 Randall Parkway, Suite 211
Wilmington, North Carolina 28403
Ph. 910.341.7600
Fax 910.341.7506

www.beckermorgan.com

PROJECT TITLE
PLAN TO ACCOMPANY NON-
RESIDENTIAL VARIANCE HEARING
FOR:

DOLLAR
GENERAL
DUNDALK
STORE NO.

7908 NEW BATTLE GROVE ROAD
DUNDALK
BALTIMORE COUNTY, MD

SHEET TITLE

PRELIMINARY SITE
PLAN

0 10 20 40
SCALE : 1" = 20'

ISSUE BLOCK

MARK DATE DESCRIPTION
LAYER STATE: CDD
PROJECT NO.: 2019278.00
DATE: 01/31/2020

1" = 20'

BY: THMS PROJ. MGR.: CDD

SHEET

PRELIMINARY

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OWNERS CERTIFICATION

WE, PENNTEX VENTURES LLC, HEREBY CERTIFY THAT WE ARE THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN. THAT THE PLAN WAS MADE AT OUR DIRECTION, AND THAT WE ACKNOWLEDGE THE SAME TO BE OUR ACT AND DESIRE THE PLAN TO BE DEVELOPED AS SHOWN IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

ENGINEERS CERTIFICATION

I, J. MICHAEL RIEMANN, HEREBY CERTIFY THAT I AM A REGISTERED ENGINEER IN THE STATE OF MARYLAND, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF MARYLAND.

J. MICHAEL RIEMANN P.E. NO. 13772 DATE