The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section 1A04.3B-3 to allow a building setback of 68' to the centerline of the street in lieu of the required 75', and to allow a building setback or side ___of 43' to the rear/lot line in lieu of the required 50'.

of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County; for the following reasons: (indicate hardship or practical difficulty)

Building envelope is too small to accomodate proposed dwelling.

Property is to be posted and advertised as prescribed by Zoning Regulations. I, or we, agree to pay expenses of above Variance advertising, posting, etc., upon filing of this petition, 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.

> I/We do 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 Petition.

Contract Purchaser: Legal Owner(s): Steven H. Gudeman V.P. Gaylord Brooks Investment Company Type or Print Name) 421 Deacon Brook Circle (Type or Print Name) Reisterstown, MD 21136 City and State Attorney for Petitioner (Type or Print Name) Phone No. City and State

Name, address and phone number of legal owner, contract purchaser or representative to be contacted __McKee & Associates, Inc.

1717 York Road, Lutherville, MD 21093 DERED By The Zoning Commissioner of Baltimore County, this _____26th_____ day

1985, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Be tippere County, that property be posted, and that the public hearing be had before the Zoning Sound Son of Baltimore County in Room 106, County Office Building in Towson, Baltimore the _____3rd ____ day of April _____, 19.85 , at 10:00 o'clock

BALTIMORE COUNTY
DEPARTMENT OF PUBLIC WORKS TOWSON, MARYLAND 21204

Mr. Arnold Jablon Zoning Commissioner County Office Building

> Re: Item #244 (1984-1985) ment Company Acres: 1.2190

office for review by the Zoning Advisory Committee in connection with the subject

The Petitioner must provide necessary drainage facilities (temporary or permanent) to prevent creating any nuisances or damages to adjacent properties, especially by the concentration of surface waters. Correction of any problem which may result, due to improper grading or improper installation of drainage facilities, would be the full responsibility of the Petitioner.

Development of this property through stripping, grading and stabilization could result in a sediment pollution problem, damaging private and public holdings downstream of the property. A grading permit is, therefore, necessary for all grading, including the stripping of top soil.

JAM:EAM:PMO:ss

cc: File

RE: PETITION FOR VARIANCES N/S of Woodsmen Ct., 832' E of Timber Run Ct.

OF BALTIMORE COUNTY (14 Woodsmen Ct.), 4th Dist.

Secretaria de como de como de secretario de como de co

GAYLORD BROOKS INVESTMENT COMPANY, Petitioner

Case No. 85-279-A

: BEFORE THE ZONING COMMISSIONER

ENTRY OF APPEARANCE

::::::

Please enter the appearance of the People's Counsel in the above-captioned matter. Notices should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

> Phyllis Cole Friedman People's Counsel for Baltimore County

Peter Max Zimmerman Deputy People's Counsel Room 223, Court House Towson, MD 21204 494-2188

I HEREBY CERTIFY that on this 13th day of March, 1985, a copy of the foregoing Entry of Appearance was mailed to Steven H. Gudeman, Vice-President, Gaylord Brooks Investment Co., 3212 Paper MI11 Rd. Baltimore, MD 21030, Petitioner; Mr. Kenneth Peters, 421 Deacon Brook Circle, Reisterstown, MD 21136, Contract Purchaser; and McKee & Associates, Inc., 1717 York Rd., Lutherville, MD 21093, who requested no fication.

85-279-3

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

County Office Building 111 W. Chesapeake Avenue Towson, Maryland 21204

Your petition has been received and accepted for filing this 26th day of February , 1985.

Zoning Commissioner

Petitioner Gaylord Erooks Investmente Coived by Micholas B. Commodari Chairman, Zoning Plans Attorney Advisory Committee

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

COUNTY OFFICE BLDG. 111 W. Chesapeake Ave. Towson, Maryland 21204

000

Nicholas B. Commodari

McKee & Associates, Inc. 1717 York Road Lutherville, Maryland 21093

RE: Item No. 244 - Case No. 85-279-A Petitioner - Gaylord Brooks Investment Co. Variance Petition

MEMBERS

Engineering Department of State Roads Commissi Bureau of

Fire Prevention Realth Department Project Planning Building Department Board of Education Zoning Administratio Industrial

Development

Gentlemen:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above referenced petition. The following comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans or problems with regard to the development plans that may have a bearing on this case. The Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested zoning.

Enclosed are all comments submitted from the members of the Committee at this time that offer or request information on your petition. If similar comments from the remaining members are received, I will forward them to you. Otherwise, any comment that is not informative will be placed in the hearing file. This petition was accepted for filing on the date of the enclosed filing certificate and a hearing scheduled accordingly.

Very truly yours,

Ticheles B. Commedari, boc. NICHOLAS B. COMMODARI Chairman

Zoning Plans Advisory Committee

Enclosures

cc: Mr. Kenneth Peters 421 Deacon Brook Circle Reisterstown, Marylnd 21136

HARRY J. PISTEL, P. E. DIRECTOR

IVED

 α

March 28, 1985

Towson, Maryland 21204

Property Owner: Gaylord Brooks Invest-N/S Woodsmen Ct. 832' E. Timber Run Ct. District: 4th

Dear Mr. Jablon:

The following comments are furnished in regard to the plat submitted to this

General Comments:

BALTI MORE COUNTY
OFFICE OF PLANNING AND ZONING

Zoning Commissioner

County utfice Building Towson, Maryland 21204

Re: Zoning Advisory Meeting of FEB. 26, 1985

Item # 244

TIMBER RUN CT .

The Division of Current Planning and Development has reviewed the subject

)This site is part of a larger tract; therfore it is defined as a

)This property contains soils which are defined as wetlands, and

)Construction in or alteration of the floodplain is prohibited under the provisions of Section 22-98 of the Development

()Development of this site may constitute a potential conflict with the Baltimore County Master Plan.

)The amended Development Plan was approved by the Planning Board

)Landscaping: Must comply with Baltimore County Landscape Manual.

)The property is located in a deficient service area as defined by Bill 178-79. Mo building permit may be issued until a Reserve

Capacity Use Certificate has been issued. The deficient service

intersection as defined by Bill 178-79, and as conditions change

()The property is located in a traffic area controlled by a "D" level

(X) There are no site planning factors requiring comment, RELATIVE TO FRONT & KEDR
()A County Review Group Meeting is required.
()A County Review Group meeting was held and the minutes will be

petition and offers the following comments. The items checked below are

forward by the Bureau of Public Services.

to issuance of a building permit.

)The access is not satisfactory.

subdivision. The plan must show the entire tract. ()A record plat will be required and must be recorded prior

)The circulation on this site is not satisfactory.)The parking arrangement is not satisfactory.

)Parking calculations must be shown on the plan.

are re-evaluated annually by the County Council.

development on these soils is prohibited.

Property Owner: GAYLORD BROOKS INVESTMENT CO.
Location: N/S WOODSMANCOURT 832' E.OF

BALTIMORE COUNTY
DEPARTMENT OF TRAFFIC ENGINEERING DEPARTMENT OF TRAFFIC ENC TOWSON, MARYLAND 21204

STEPHEN E. COLLINS DIRECTOR

March 15, 1985

Mr. Arnold Jablon Zoning Commissioner County Office Building Towson, Maryland 21204

> Item No. 238,240,241,242,243(244,245,246,247 ZAC-Meeting of February 26, 1985 Property Owner: Location: Existing Zoning: Proposed Zoning:

Acres: District:

Dear Mr. Jablon:

The Department of Traffic Engineering has no comments for item numbers 238, 240, 241, 242, 243, 244, 245, 246, and 247.

Traffic Engineering Assoc. II

MSF/ccm

BALTIMORE COUNTY
FIRE DEPARTMENT
TOWSON, MARYLAND 21204-2586

Paul H. Reincke Chief

March 11, 1985

Mr. Arnold Jablon Zoning Commissioner Office of Planning and Zoning Baltimore County Office Building Towson, MD 21204

Attention: Nick Commodari, Chairman Zoning Plans Advisory Committee

RE: Property Owner: Gaylord Brooks Investment Company Location: N/S Woodsman Court 832' E. Timber Run Court

Item No.: 244 Gentlemen:

Zoning Agenda: Feb. Meeting of 26/85

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below marked with an "X" are applicable and required to be corrected or incorporated into the final plans for the property. () 1. Fire hydrants for the referenced property are required and shall be

located at intervals or _____ feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Works.

() 2. A second means of vehicle access is required for the site.

() 3. The vehicle dead end condition shown at

EXCEEDS the maximum allowed by the Fire Department.

() 4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation.

(x) 5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "Life Safety Code", 1976 Edition prior

() 6. Site plans are approved, as drawn.

() 7. The Fire Prevention Bureau has no comments, at this time.

Special Inspection Division

to occupancy.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this day of April , 19 55, that the herein Petition for Zoning Variance(s) to permit a setback of 68 feet to the centerline of the street in lieu of the required 75 feet and a setback of 43 feet to the rear or side lot line in lieu of the required 50 feet be and the same is hereby GRANTED, from and after the date

> 1. The Petitioner may apply for its building permit and be granted same upon receipt of this Order; however, Petitioner is hereby made aware that proceeding at this time is at its own risk until such time as the applicable appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioner would be required to return, and be responsible for returning, said property to its original condition.

> > Baltimoré County

AJ/srl

(7

cc: Mr. Kenneth Peters People's Counsel

of this Order, subject to the following:

FIL FOR __ DATE

WHAT IN

(ii) Utility underground distribution system charges to be paid as described in Paragraph 13 hereof in the following amounts:

A. Approximately One Thousand Two Hundred Dollars (\$1,200.00) for the installation of the underground electric distribution system; and

B. Approximately Eight Hundred Dollars (\$800.00) for the installation of the underground telephone distribution system.

· C. The actual amounts to be paid will be set forth in a contract between the Seller and the utility companies, copies of which shall be delivered to Buyer prior to

3. CLOSING. Closing shall occur on or before thirty days following satisfaction of all contingencies and conditions precedent to settlement hereinafter set forth, but in no event shall settlement occur later than June 30, 1985. At closing, Seller shall deliver to Buyer a copy of the Record Subdivision Plat of Sagamore Forest II, Section

4. FINANCING CONTINGENCY. This contract of sale is expressly contingent upon the Buyer obtaining a written commitment for a purchase money mortgage loan with regard to the property in the amount of not less than

__) amortized on a ____ year basis to be paid in full with all interest accrued thereon at the _____years, at an annual interest rate not to mortgage commitment shall require no more than points to be paid by the Buyer.

5. MORTGAGE APPLICATION. Buyer expressly agrees to make application for the mortgage commitment as herein described within ten (10) days after the date that Seller notifies Buyer in writing that Seller anticipates all conditions precedent to Closing will be satisfied within sixty (60) days. Buyer further agrees to execute such mortgage at Closing if the loan commitment therefor is granted by the mortgagee. Any action by the Buyer resulting in the disqualification of the Buyer for said mortgage, including, without limitation, misrepresentation by the Buyer in the credit application, failure to apply for and diligently pursue such commitment, or application for a mortgage commitment upon terms as to principal and interest in any respect different from those set forth above, shall constitute a default on the part of the Buyer and the Seller may terminate this Contract and declare the deposits (including principal and interest) hereinabove described forfeited or may pursue any other remedy available to the Seller. If such mortgage commitment is not obtained by the Buyer, or for the Buyer by his agent or broker, within days after the date of the above-described notification from Seller to Buyer, the Contract may, at the option of the Buyer or the Seller, be declared null and moid, and all deposit monies (including principal and interest) shall be returned to the Buyer, and neither party shall have any further liability to the other. Notice of such termination shall be given in writing on or before three (3) days after expiration of the date on which the mortgage commitment was to have been obtained. Failure to timely and properly notify Seller shall be a Waiver of the Buyer's right to terminate this Contract based on the Financing Contingency.

BALTIMORE COUNTY
DEPARTMENT OF PERMITS & LICENSES TOWSON MARYLAND 21204

March 14, 1985

TED ZALESKI, JR. Mr. Arnold Jablon, Zoning Commissioner Office of Planning and Zoning County Office Building Towson, Maryland 21204

Dear Mr. Jablon: Comments on Item # 244 Zoning Advisory Committee Meeting are as follows: Property Owner:

Variance to permit a building setback of 68' to the c/l of the street in lieu of the required 75' and to allow a building setback of 43' in the rear in lieu of the required 50'.

District: The items checked below are applicable:

All structures shall conform to the Baltimore County Building Code 1981/Council Bill 4-82 State of Maryland Code for the Handicapped and Aged; and other appli-

(B) A buildirg/& other / miscellaneous permit shall be required before beginning construction. C.) Residential: Three sets of construction drawings are required to file a permit application. Architect/Engineer seal is/is not required. Non-reproduced seals and signatures are required on Plans and Technical Data.

D. Commercial: Three sets of construction drawings with a Maryland Registered Architect or Engineer shall be required to file a permit application, E. An exterior wall erected within 6'0 for Commercial uses or 3'0 for One & Two Family group of an adjacent lot line shall be of one hour fire resistive construction, no openings permitted within 3'0 of lot lines. A firewall is required if construction is on the lot line, see Table 401, line 2, Section 1407 and Table 1402, also Section 503.2.

F. Requested variance appears to conflict with the Baltimore County Building Code, G. A change of occupancy shall be applied for, along with an alteration permit

application, and three required sets of drawings indicating how the structure will reet the Code requirements for the proposed change. Drawings may require H. Before this office can comment on the above structure, please have the owner, thru the services of a Registered in Maryland Architect or Engineer certify to this office, that, the structure for which a proposed change in use is proposed can comply with the height/area requirements of Table 505 and the required con-

NOTE: These comments reflect only on the information provided by the drawings submitted to the office of Planning and Zoning and are not intended to be construed as the full extent of any permit. If desired, additional inform

6. ALTERNATE FINANCING. It is further understood and agreed that should the Buyer make application for a mortgage commitment through a lending institution or other source whereby the interest, terms of payment, amount of loan, or any one of these differs from the financing conditions hereinbefore set forth, upon notification to the Buyer from said lending institution or party that the financing as requested has been approved and a loan commitment granted, the preceeding mortgage conditions of this Contract shall be deemed to have been fully satisfied and of no further effect, provided said alternate mortgage does not increase closing costs to the Seller or exceed the time allowed to secure the mortgage commitment as called for

7. AGENCY. The Seller recognizes Gaylord Brooks Realty Company as the listing broker negotiating this Contract and agrees to pay said Realtor a brokerage fee for services rendered in accordance with the terms of the Listing Agreement between the Realtor and the Seller, and the person conducting closing is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay same to said Realtor. Notwithstanding the above, no commission shall be due and payable hereunder unless Closing shall occur for the purchase and sale of the property.

8. SPECIAL CONDITIONS. This contract is subject to the conditions and representations set forth in the below listed documents, copies of which have not yet been delivered to Buyer. The Buyer shall have lifteen (15) days following the delivery of all the below listed documents (or amendments to said documents) and written notification that the conditions set forth in Paragraph 9(a) and 9(b) have been satisfied, to declare this Contract null and void and of no further force and effect; in which event all funds on deposit (including principal and interest) shall be immediately returned to the Buyer. In the event Buyer shall fail during said fifteen (15) day period, to deliver to Seller written notice of Buyer's decision to declare this Contract null and void, Buyer shall forfeit his right to declare this Contract null and void as provided for in this paragraph and in the remaining terms herein and this Contract shall automatically remain in full force and

Declaration of Restrictions and Covenants

XX Master Plot Plan

House Plan Check List

XX Right Of Way Agreement

Buyer and Seller agree and acknowledge that, by receipt of the Master Plot Plan, Buyer has obtained all information acquired to be delivered to Buyer by Section 1B01.3 of the Baltimore County Zoning Regulations. Buyer waives all further rights and remedies, if any, set forth in the above cited regulations including all notice requirements contained therein.

9. CONDITIONS PRECEDENT TO SETTLEMENT. It shall be the obligation of the Seller, at Seller's expense, to satisfy the following conditions prior to settlement:

(a) The rear corners of the lot herein sold shall be marked with pipes or similar permanent structure.

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon TO.__Zoning Commissioner_ Date___March_27__1985_ Norman E. Gerber, Director FROM Office of Planning and Zoning

SUBJECT Zoning Petitions Nos. 85-270-A, 85-274-A, 85-275-A and 85-279-A

There are no comprehensive planning factors requiring comment on

Office of Planning and Zoning

NEG/JGH/sf

(b) The front corners of the lot herein sold shall be marked with pipes or similar permanent structure at a point where the building setback line intersects the side property line.

(c) The stone base for the private roads servicing the herein sold lot shall be installed at Seller's

(d) This property is a portion of a subdivision for which the plat has not yet been finally approved and recorded among the Land Records of the Baltimore County therefore, closing on the property cannot occur until the recordation of the subdivision plat.

In the event any of the aforedescribed conditions in this Paragraph 9 are not satisfied on or before May 31, 1985, this Contract of Sale shall be declared null and void and of no further force and effect and all deposit monies, including principal and interest, if any, shall be returned, and neither party shall have any further liability to the

Buyer and Seller warrant and agree that no representations or warranties with regard to present or future improvements to the lot other than those set forth in paragraphs 9, 20, and 21 nereof have been made to the Buyer by the Seller, either orally or in writing.

10. CHANGE IN SIZE AND/OR CONFIGURATION OF LOT. The Seller shall have the absolute right to modify or change the size or configuration of the lot subject to this sale. In such event the Buyer shall be given written notice of any change and any adjustment in the purchase price resulting from such change. Within fifteen (15) days of written notice of the change and adjustment, the Buyer may in writing declare this contract null and void and of no further force and effect. On such occurrence, all deposit monies, including interest, if any, shall be returned to the Buyer and neither party shall have any further liability to the other. If the Buyer does not elect in writing to declare this Contract null and void within such fifteen (15) day period, then the Contract shall automatically remain in effect subject, however, to the modifications or changes in the size and/or configuration of the herein sold lot and adjustment in price.

11. WARRANTY DEED. Upon payment as provided of the entire purchase price and all applicable fees, a deed for the property containing covenants of special warranty and further assurances shall be executed at the Buyer's expense by the Saller, which shall convey the property to the Buyer.

12. TITLE. Title to the property shall be good of record and in fact, and merchantable, free of liens and encumbrances except as specified herein and except: use and occupancy restrictions of public record, including, but not limited to, the Declaration of Restrictions and Covenants of Sagamore Forest II, Section Four and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property, and assessment for sewer and water benefit. This Contract of Sale and the lot herein sold is subject to the rights granted or to be granted to the Baltimore Gas & Electric Company, the C & P Telephone Company, Baltimore County, Maryland, and any other public utility or governmental agency in order to install, operate and maintain transformers, underground wiring and water lines, storm drains and other utilities in accordance with Standard Right SAGAMORE FOREST II SECTION FOUR

CONTRACT OF SALI

THIS CONTRACT OF SALE, is made as of the date of full execution, by and between:

> 1. Worthington Hillside Limited Partnership c/o Gaylord Brooks Realty Company P.O. Box 193 Phoenix, Maryland 21131 (hereinafter referred to as the "Seller")

Shanna M. Peters (his wife) Kenneth J. Peters 421 Deacon Brook Circle Riesterstown, Maryland 21136 (hereinafter referred to as the "Buyer").

WITNESSETH:

1. SALE OF PROPERTY. Said Seller does hereby bargain and sell unto said Buyer, and the latter does hereby purchase from the former, the following described property situate and lying in the County of Baltimore, State of Maryland, and further known as Lot Number 22, in the subdivision of SAGAMORE FOREST II, SECTION FOUR, as intended to be recorded among the Plat Records of Baltimore County, together with all the rights and appurtenances thereto belonging or in any way thereto appertaining and in fee simple, at and for the price of Thirty-seven Thousand Five Hundred Dollars (\$ 37.500).

2. PAYMENT OF PURCHASE PRICE AND ADDITIONAL FEES. The payment of the purchase price shall be made by the Buyer to the Seller as follows:

(a) A deposit by way of check in the amount of Five Hundred Dollars (\$500.00) on the date of this Contract to be held by listing broker in an interest bearing escrow account on behalf of Buyer until satisfaction of all contingencies and conditions precedent to Closing, at which time it shall be released to Seller and Buyer shall be credited with interest and principal.

(b) A second deposit, within fifteen (15) days, in the amount of TWENTY FIVE HUNDRED DOLLARS (\$2,500.00) to be held in an interest bearing escrow account by listing broker on behalf of Buyer until satisfaction of all contingencies and conditions precedent to Closing, at which time it shall be released to Seller and Buyer shall be credited with interest and principal.

(c) The balance of the purchase price shall be paid in full in cash at Closing.

(d) The person conducting closing is hereby authorized and directed to collect the following fees or charges from the Buyer at Closing and pay the same to the

> (i) Water hook-up fee in the amount of One Thousand Dollars (\$1,000.00).

of Way Agreements of the particular public utility or governmental agency. If Seller is unable to convey title to the property at Closing as herein described, this contract shall be declared null and void and of no further force and effect and all deposits, including principal and interest, if any, shall be returned and neither party shall have any further liability to the other.

13. UTILITY UNDERGROUND SYSTEM CHARGES. At Closing, Buyer agrees to pay to the Seller those sums set forth in Paragraph 2(d)(ii) as potentially refundable fees for installing the Underground Distribution Systems. It is understood between the parties that each of these charges may be returned by the respective utility company to the Seller upon hookup of the respective utility to Buyer's property, provided that the hookups for the subdivision occur within the applicable time period required by each utility company. Upon return of said fees to Seller, Seller shall promptly refund the fees to the Buyer without notice or demand therefor. In the event the utility charges are not returned by the utility companies to Seller, Seller shall have no obligation to Buyer to refund such charges. The terms of this paragraph shall survive closing and shall not be deemed merged with the Deed.

14. ADJUSTMENTS. All taxes, general or special, and all other public or governmental charges or public or private assessments against the premises which are or may be payable on an annual basis (including Metropolitan District, Sanitary Commission, 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), are to be adjusted and apportioned as of the date of Closing and are to be assumed and paid thereafter by Buyer, whether or not assessments have been levied as of date of Closing.

15. POSSESSION. Possession of the Property shall be given to Buyer as of date of Closing. Buyer has the right upon reasonable notice to inspect the property prior to Closing.

16. ON-THE-SITE INSPECTION. Buyer acknowledges that the Buyer or his or her spouse has made a personal on-the-site inspection of the property which is the subject of this Contract prior to signing this Contract.

17. RISK OF LOSS. The herein described property is to be held at the risk of the Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, all or a substantial part of the property is destroyed or damaged, without fault of the Buyer, this Contract shall be null and void and of no further force and effect, and all deposits shall be returned by Seller to Buyer, and neither party shall have any further claim against the other.

18. STAMPS, RECORDATION & TRANSFER TAXES. The cost of all documentary stamps, required by law, recordation tax and transfer tax, where required by law, shall be paid entirely by Buyer.

19. <u>DEFAULT</u>. Failure on the part of Buyer to comply a the terms, covenants, and conditions of this Contract of Sale, shall constitute a default and forfeiture of the deposit monies, including principal and interest, if any, and shall entitle the Seller to retain the deposits delivered by Buyer, and to pursue such other rights and remedies as may be available, at law or in equity,

1,140

including, without limitation, an action for specific performance of this Contract of Sale and/or monetary

20. PRESERVATION OF SELLER'S RIGHTS.

(a) The surfacing of all private roads as shown on the Master Plot Plan containing the herein described Property, will be completed at Seller's expense at such time as the Seller, in its sole discretion, determines suitable compaction of the stone base has been obtained, but in no event later than November 1, 1985 or such other date as determined by the Seller.

(b) The Seller reserves the right at any time, prior to or subsequent to Closing, to enter upon the lot herein sold, in order to do such tree cutting, grading and filling as may be appropriate or necessary in order to install roads, storm drains, and utilities within the subdivision in which the property is located.

(c) The terms of this Paragraph 20 shall survive Closing and shall not be deemed merged with the

21. PUBLIC STREETS. It is agreed and understood between the parties that all streets (exclusive of panhandle driveways) shown on the Master Plot Plan shall be public streets (hereinafter referred to as "Public Street System"). Title to the beds of the Public Street System and any designated easement areas shall be transferred to Baltimore County on or after the date of completion of all construction of the Public Street System. Seller warrants and agrees that:

(a) Performance and completion of construction of the Publice Street System (which term shall not be deemed to include any private driveways or roads transversing or located on any individual homeowner's lot) shall be guaranteed by Letters of Credit or a Surety Performance Bond which shall run to the benefit of Baltimore County, Maryland; and

(b) All streets within the Public Street System shall be constructed so as to meet the requirements and specifications for public roads, as set forth in the rules and regulations of Baltimore County, Maryland, which govern the construction of public roads in that County. All work to be done on the premises shall be inspected from time to time by Baltimore County; and

(c) The stone base for the Private Road System shall be installed at Seller's sole cost and expense on or before May 31, 1985.

(d) Buyer is solely responsible for installation of any driveway from the Public Street System to Buyer's homesite. The Buyer's driveway must be installed in accordance with Baltimore County's Public Works Department regulations. Specifically, Buyer shall, whe crossing any drainage easement or storm water open ditch with Buyer's driveway, install a pipe under the driveway so that the water course is not interrupted. Any such pipe shall not be less than twelve (12) inches in diameter.

(e) The terms of this paragraph 21 shall survive Closing and shall not be deemed merged with the

22. CAPTIONS. The captions of this Contract of Sale are for convenience and reference only and in no way define or limit the intent, rights or obligations of the parties hereunder.

23. PERFORMANCE AND TIME OF THE ESSENCE. This Contract contains the final and entire agreement between the parties hereto and neither they nor their agents shall be bound by any terms, conditions or representations not herein written. Time is of the essence of this Contract of Sale. It is also mutually understood that the real estate brokers and agents who negotiated this Contract cannot assume any responsibility for the condition of the property nor for the performance of any part of this Contract by the parties hereto. The parties hereto bind themselves, their heirs, successors, executors, administrators, and assigns for the faithful performance of this Contract.

24. ASSIGNMENT. This Contract is not assignable by the Buyer without the prior written consent of the Seller. This Contract is assignable by the Seller without the consent of the Buyer.

This is a legally binding contract; if not understood, seek legal advice.

IN WITNESS WHEREOF, the parties hereto have executed this Contract of Sale the day and year indicated below.

WITNESS:

SELLER:

WORTHINGTON HILLSIDE LIMITED PARTNERSHIP by Gaylord Brooks Investment Company, Managing

The date of this Contract shall be that day which both Seller and Buyer agree to all the terms and conditions set forth herein by execution of this contract.

NOTICE TO BUYER: The property being purchased hereunder is an unimproved parcel of land, intended to be used for residential purposes, and Buyer should, before signing this Contract of Sale, consult the appropriate local planning and zoning authorities to verify compliance with local subdivision regulations and zoning regulations of the subject property, and should consult appropriate public authorities to acsertain whether public sewerage and water facilities are available, or, if not, whether the property will be approved by such authorities for the installation of a well and/or private sewerage disposal system.

NOTICE TO BUYER: Subject to the right of Buyer's mortgagee, if any, to select its Title Insurance Company, Settlement Company, Escrow Company or Title Attorney, for whose expenses Buyer shall become responsible, Buyer shall be entitled to select his/her own Title Insurance Company, Settlement Company, Escrow Company, or Title Attorney.

NOTICE TO BUYER: In accordance with the rules of the Real Estate Commission of the State of Maryland, all parties to the Contract are hereby notified that the broker and others connected with Gaylord Brooks Realty Company may own an interest in this property. This fact has been disclosed to the Buyer prior to the execution of this contract, and the Seller agrees to furnish Buyer, upon request, a complete explanation of the relationship between the Seller and

NOTICE TO BUYER: The recovery of compensation from the real estate guaranty fund of the Maryland Real Estate Commission is limited to an amount not to exceed \$25,000.00 for any

TO SAVE TIME AND INCONVENIENCE AT THE CLOSING, WE SUGGEST THE FOLLOWING:

TO THE BUYER: All persons to be in title and/or responsible where a mortgage is to be created, should be present at time of Closing.

Buyer should have cash or certified check made payable to himself for payment of estimated closing costs and balance due under this Contract.

PETITION FOR VARIANCES

4th Election District

LOCATION:

DATE AND TIME:

North side of Woodsmen Court, 832 ft. East of Timber Run Court (14 Woodsmen Court)

PUBLIC HEARING:

Regulations of Baltimore County, will hold a public hearing:

Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and

Petition for Variances to allow a building setback of 68 ft. to the centerline of the street in lieu of the required 75 ft. and to allow a building setback of 43 ft. to the rear or side lot lines in lieu of the required 50 ft.

Wednesday, April 3, 1985 at 10:00 a.m.

Being the property of Gaylord Brooks Investment Company the plat filed with the Zoning Office.

In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing set above or made at the hearing.

> BY ORDER OF ARNOLD JABLON ZONING COMMISSIONER OF BALTIMORE COUNTY

MCKEE & ASSOCIATES, INC. Engineering - Surveying - Real Estate Development

1717 YORK RD.

LUTHERVILLE, MARYLAND 21093

Telephone: (301) 252-5820 February 8, 1985

DESCRIPTION OF LOT 22 TO ACCOMPANY PETITION FOR VARIANCE TO ZONING

Beginning for the same at a point being situated on the northerly most right-of-way line of Woodsmen Court being 50.00 foot wide, said point also being located 832.03 feet easterly from the south side of Timber Run Court, said point also being the southwesterly most corner of lot 22 as shown on plat of "Sagamore Forest II" Section Four and recorded among the Land Records of Baltimore County in Liber EHK 52 Folio 82. Containing 1.2190 acres of land, more or less.

Being the same as lot 22 as shown on plat of "Sagamore Forest II" . . Section Four and recorded among the Land Records of Baltimore County in Liber EHK 52 Folio 82.



KENNETH J. PETERS

ABOUT A WEEK AGO WE WROTE THE ORIGINAL OF THIS LETTER AND DISCOVERED THAT IT MAY HAVE BEEN LOST 421 Deacon Brook Circle BEFORE BEING MAILED. THIS IS Reisterstown, MD 21136 BEING SENT IN CASE THE FIRST LETTER DID NOT REACH YOUR OFFICE.

February 25, 1985

Mr. Arnold Jablon Baltimore County Zoning Commissioner 111 W. Chesapeake Avenue Baltimore, MD 21204

RE: Request to Accelerate Hearing Date for Item #244 GAYLORD BROCKS INVESTMENT CO. Dear Mr. Jablon:

We would sincerely appreciate the Zoning Commissioner's accelerating the date of our zoning variance hearing for item #244 to a date two to three weeks earlier then the estimated April hearing date. Our appeal is for the purpose of changing setback lines in order to accommodate the size and angle of our proposed home.

We are the contract purchasers' of lot #22 of Sagamore Forest II, Section IV. It is a residential building site upon which we plan to begin construction of our permanent residence during June of 1985. We must begin construction in June in order to assure completion by December 1st. - the time at which we must take occupancy.

Although we are the contract purchasers' of the lot, we may not settle on the property until after May 30th. Gaylord Brooks is the owner of record and, according to our contract, must have water and roads in place before settlement. (Because settlement will not have taken place by the hearing date, Gaylord Brooks is considered as owner and the lots are technically considered as not having been sold.)

Because of the duality of ownership rights, the hearing process will involve our hearing, and hopeful approval, followed in a couple weeks by another hearing to approve Gaylord Brooks' revised development plan.

Depending upon the timing of the hearings, plan resubmission, Spring weather conditions for road and water installation, etc., it is possible that, if bad timing occurs, settlement on one or more lots shall have occurred prior to the approval of an amended development plan. Should this happen, then the entire process will be, more or less, void, because Gaylord Brooks will no longer be owner of record of all lots and other zoning appeal requirements would have to be instituted. This could cause a substantial delay in the approval process which, in turn, would delay ground breaking beyond our necessary June date.

Due to these reasons, we feel that a two to three week acceleration of the hearing date would create an adequate "comfort zone" to guard against the possibility of hearings and submissions overlapping with settlement.

Both my wife and I would be most grateful for your positive response to this request.

If we can further clarify or assist in this matter, please do not hesitate to call or write to us. Should you desire further technical clarifications, please feel free to contact either Mr. Tony Vitti or Mr. Geoffrey Schultz of McKee Associates at 252-5820.

Very truly yours,

wp:reqheard/kjp;cpa84i

BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3353

ARNOLD JABLON ZONING COMMISSIONER

March 28, 1985

Mr. Kenneth Peters 421 Deacon Brook Circle Reisterstown, Maryland 21136

> RE: Petition for Variances N/S of Woodsmen Ct., 832° E of Timber Kun Ct. (14 Woodsmen Ct.) Gaylord Brooks Investment Co-Petitioner Case No. 85-279-A

Dear Mr. Peters:

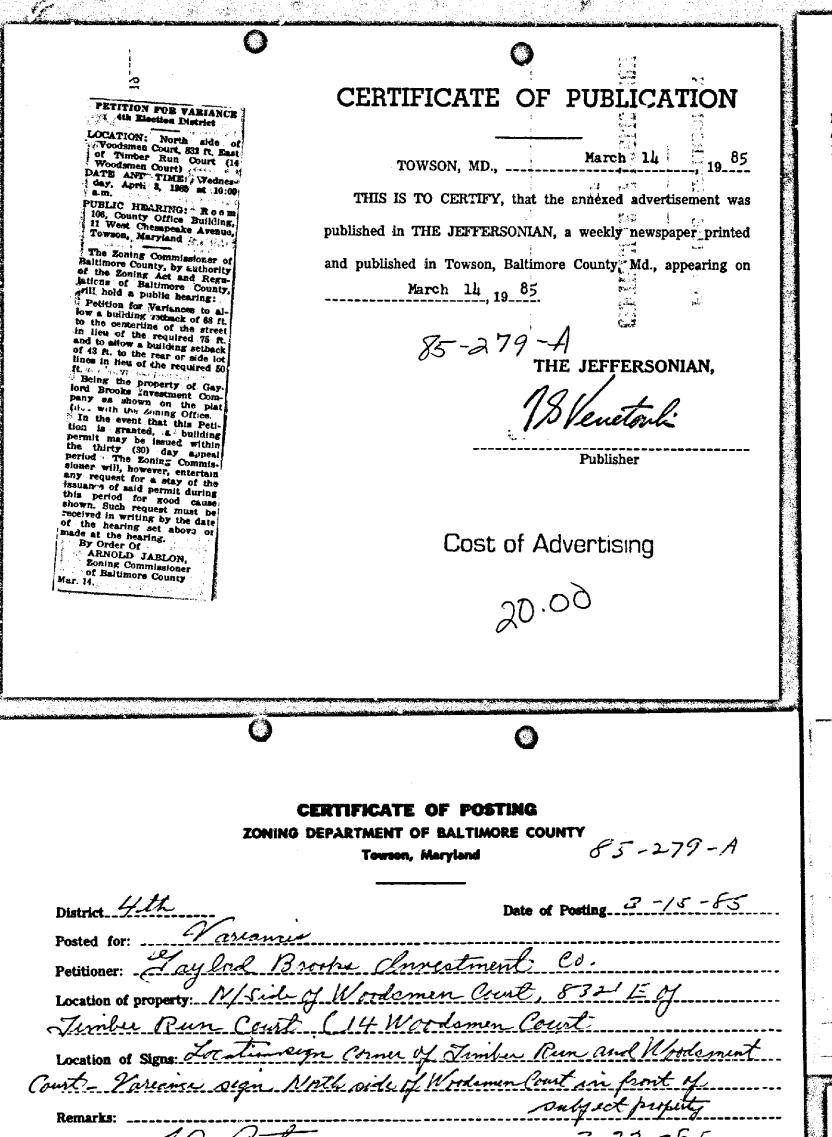
This is to advise you that ______is due for advertising and posting of the above property. This fee must be paid before an Order is issued.

Please make the check payable to Baltimore County, Maryland, and remit to Mrs. Arlene January, Zoning Office, Room 113, County Office Building, Towson, Maryland 21204, before the hearing.

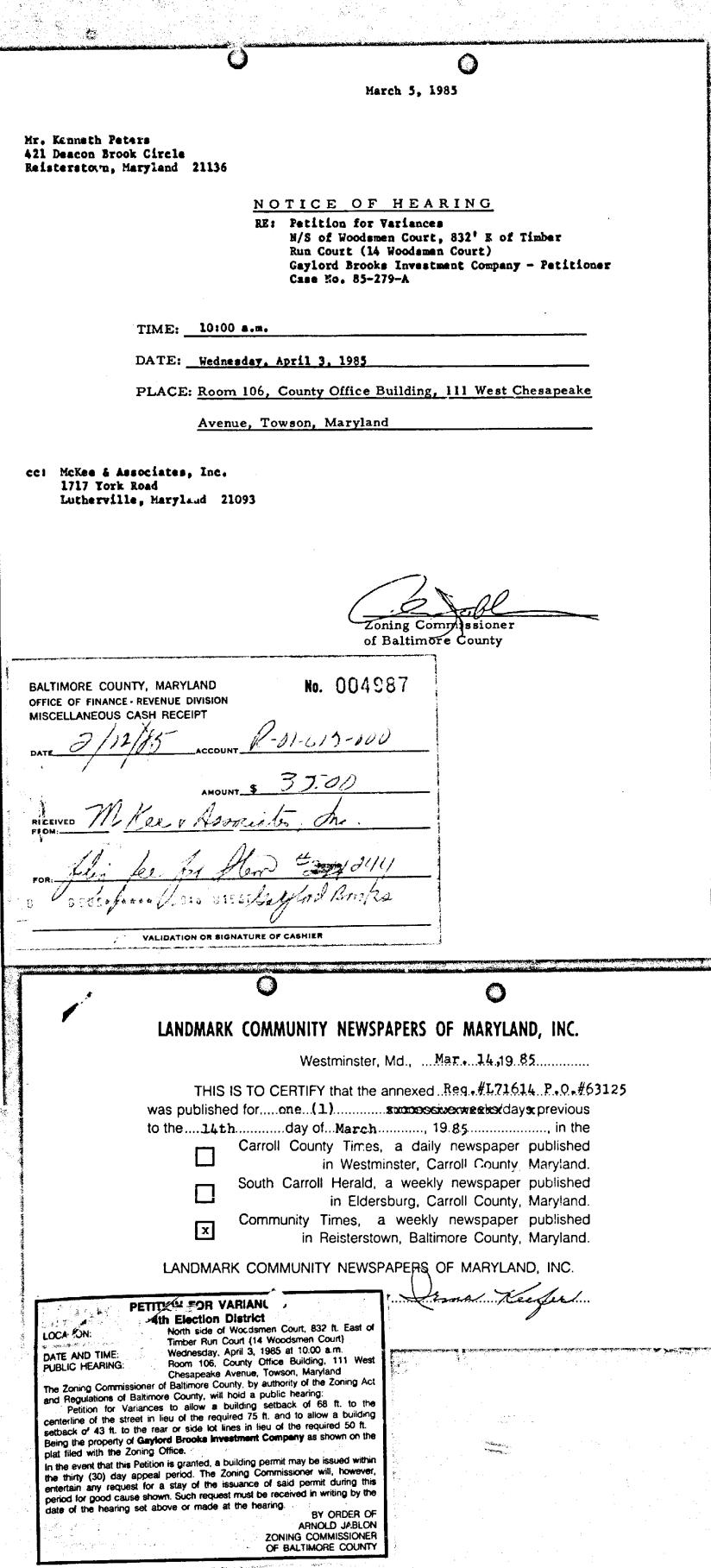
OF FINANCE .	Y, MARYLAN REVENUE DIVIS	vision			005373		
4. 3/85	ASH RECEIPT		R-01-615-	57 00 0			
	\$77,	OUNT_					
Kenneth				\$.		- US	

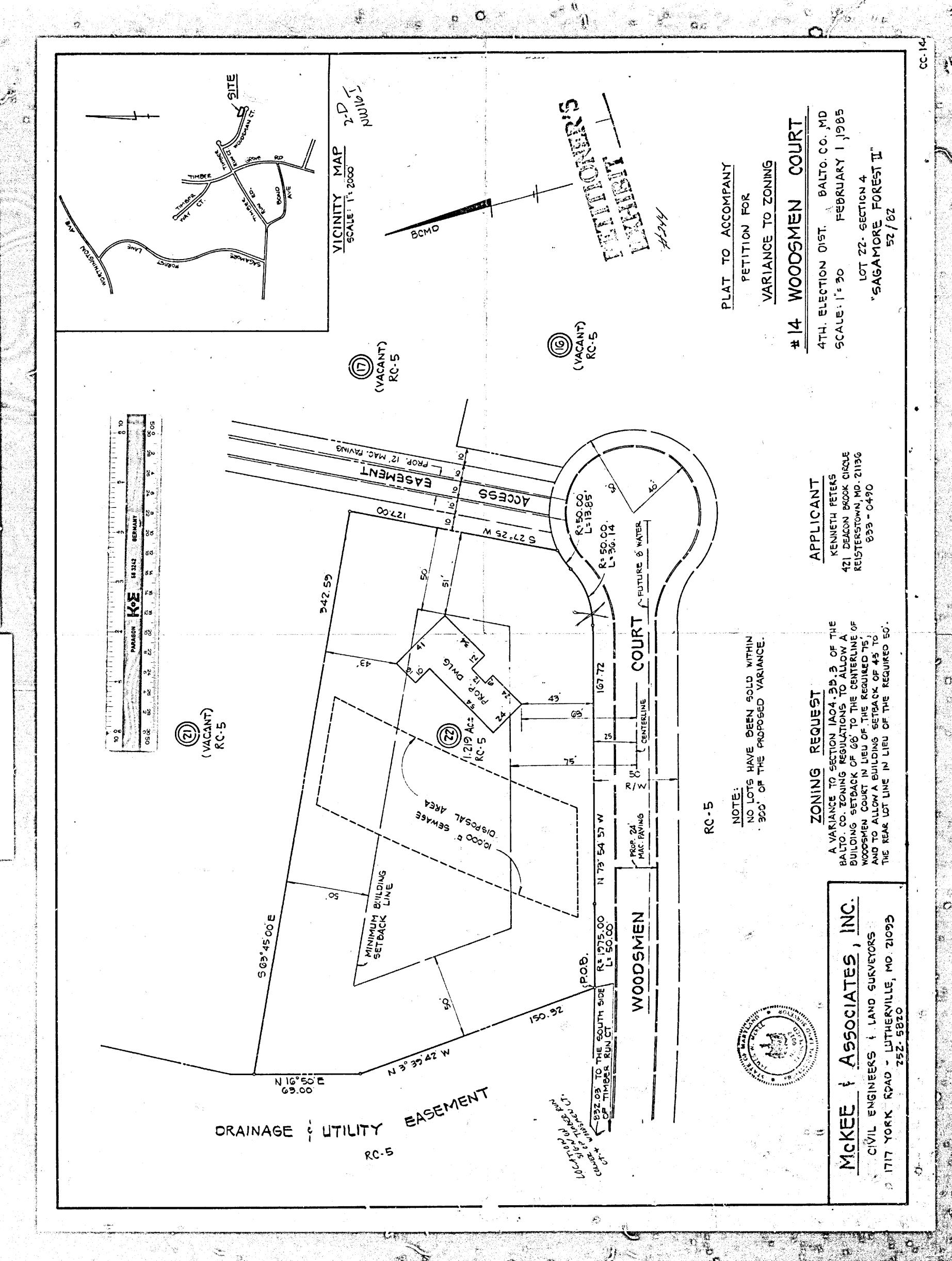
8 012****** \$62318 303kF

-



Date of return: 3-22-F5





OV 8 1985