

Pursuant to the advertisement, posting of property, and public hearing on the petition and it appearing that strict compliance with the Baltimore County Zoning Regulations would result in practical difficulty and unreasonable hardship upon the Petitioner(s) and the granting of the variance(s) requested will not adversely affect the health, safety, and general welfare of the community, the variance(s) should be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 14th day of April, 1985, that the 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 of this Order, subject to the following:

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.

[Signature]
Zoning Commissioner of
Baltimore County

AJ/srl

cc: Mr. Kenneth Peters

People's Counsel

UNDER RECEIVED FOR FILING

DATE *April 4, 1985*
BY *[Signature]*

(11) 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 closing.

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 Four.

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 Dollars (\$) amortized on a year basis to be paid in full with all interest accrued thereon at the end of years, at an annual interest rate not to exceed percent (%). Said 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 by declaring the deposits (including principal and interest) heretofore 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 void, 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
TOWNSHIP OF PERMITS & LICENSES
494-3610

March 14, 1985

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: Gaylord Brooks Investment Company
Location: 532 E. Timber Run Court
Existing Zoning: R.C. 5
Proposed Zoning: 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'.

Address: 1.2190

District: 14th.

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 applicable Codes.

☒ A building/ other / permit shall be required before beginning construction.

☒ 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.

☒ Commercial: Three sets of construction drawings with a Maryland Registered Architect or Engineer shall be required to file a permit application.

☒ An exterior wall erected within 6'0" for Commercial uses on 3'0" for One & Two family groups of an adjacent lot line shall be of one hour fire resistive construction, no opening permitted within 3'0" of lot lines. A firewall is required if construction is on the lot line, see Table 102, Line 2, Section 1407 and Table 1402, also Section 503.2.

☒ Requested variance appears to conflict with the Baltimore County Building Code, Section/s.

☒ 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 meet the Code requirements for the proposed change. Drawings may require a professional seal.

☒ Before this office can comment on the above structure, please have the owner, their surveyor or a Registered Professional Architect or Engineer certify to this office, that the structure for which a proposed change in use is proposed complies with the height/area requirements of Table 205 and the required construction classification of Table 101.

1. Comments

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 information may be obtained by visiting Room 122 (Plans Review) at 111 W. Chesapeake Ave., Towson.

Very truly yours,
[Signature]
Charles E. Burnham, Chief
Plans Review

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 preceding 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 above.

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 aforementioned 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 fifteen (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 effect.

☒ DRAFT Declaration of Restrictions and Covenants	☒ Master Plot Plan
☒ House Plan Check List	☒ 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 1801.3 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
Norman E. Gerber, Director
FROM: Office of Planning and Zoning
Date: March 27, 1985
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 these petitions.

[Signature]
Norman E. Gerber, Director
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 cost.

(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 abovescribed 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 other.

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 hereof 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 Seller, 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 SALE

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")
and
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
Twenty Thousand Five Hundred Dollars (\$25,500.00).

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 and charges from the Buyer at closing and pay the same to the Seller:

(1) 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, 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) the potentially refundable fees for installing the Underground Distribution System. 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. DEFAULT. Failure on the part of Buyer to comply with 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.

20.00

[illegible]

District: 4th Date of Posting: 3-15-65
 Posted for: Paranass
 Petitioner: Layland Brooks Investment Co.
 Location of property: 14 1/2 in. of Woodmen Court, 532 1/2 E. of
Timber Run Court, 114 Woodmen Court
 Location of Signs: on the sign corner of Timber Run and Woodmen
Court - Paranass sign with words of Woodmen Court in front of
subject property
 Remarks: _____
 Posted by: M. J. Bate Date of return: 3-22-65
 Signature _____
 Number of Signs: 2


Zoning Commissioner
of Baltimore County

BY ORDER OF
ARNOLD JABLON
ZONING COMMISSIONER
OF BALTIMORE COUNTY

LOT 22- SECTION 4
"SAGAMORE FOREST II"
52/82

