TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

¥358

4.10

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description end plat attached hereto and made a part hereof, hereby petition for a Variance from Section 1B02-3C-1 to permit lot widths of 53 feat in lieu of the required 55 feet for lots 16 and 17.

of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County; for the following reasons: (indicate hardship or practical difficulty) Petitioner desires to build one single family residence on lot 16 was the described on enclosed plat and site map. The width of lot 16 and 17 is slightly smaller than the width requirements under the above captioned zoning section. The only and best use of this lot is to build a single family residence, as it is presently vacant and located in a residentially dense area where similar lot sizes all have single house residences already constructed.

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):	F-55 710 710 710 710 710 710 710 710 710 710
JOHN J. RABER & LORRAINE RABER	JAY S. THORPE	MAJ SE 4
John Maker Farrage Pales	(Type or Print Name)	.4A
Signature 1841 Church Road	ELAINE C. THORPE	SATE \$/18/8
Address	(Type or Print Name)	100
Baltimore, Maryland 21222 City and State	Signature Thomas	1000 AC.
Attorney for Petitioner:		≤15,68¢
JOHN R. COSTELLO		£27,77
Standard Print Name) Standard Professional Building 130 M. Charles St., 1204 Address	City and State Name, address and phone number of tract purchaser or representative to	of legal owner, con-
Baltimore, Maryland 21201	JOHN J. & LORRAINE	RABER
City and State Attorney's Telephone No.: 685-2922	Name 1841 Church Road Baltimore, Maryland Address	21222 284-8205 Phone No.
ORDERED By The Zoning Commissioner of	Beltimore County, this220	d day
ofApril, 1987., that the sequired by the Zoning Law of Baltimore County out Baltimore County, that property be posted, as Commissioner of Baltimore County in Room 10	to two namenamers of denoral cir	ruianan inromen-
County, on theday of	June 87	t _9:45 o'clock

PETITION FOR ZONING VARIANCE

12th Election District - 7th Councilmanic District Case No. 87-487-A

East Side Dunbrin Road, 169 feet North of the Centerline of Dunglow Road

DATE AND TIME: Wednesday, June 10, 1987, at 9:45 a.m.

PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue,

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Zoning Variance to permit lot widths of 53 feet in lieu of the required 55 feet for Lots 16 and 17

Being the property of Jay S. Thorpe, et ux plan filed with the Zoning Office.

In the event that this Petition(s) is granted, a building pormit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuice 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 ARMOLD JABLON ZONING COMMISSIONER OF BALTIMORE COUNTY

IN RE: PETITION FOR ZONING VARIANCE E/S Dunbrin Road, 169' N of the c/l of Dunglow Road 12th Election District

7th Councilmanic District

DEPUTY ZONING COMMISSIONER

OF BALTIMORE COUNTY

Jay S. Thorpe, et ux Petitioners

Case No. 87-487-A

BEFORE THE

.

The Petitioners herein request a variance to permit lot widths of 53 feet in lieu of the required 55 feet for Lots 16 and 17 for the construction of a dwelling.

Testimony by the Petitioners and information proferred by their Counsel indicated that the Petitioners purchased Lots 16 and 17 together, and Lot 17 was improved with an existing dwelling. The Thorpes have moved and wish to sell the two lots separately. The contract purchasers propose to construct a new home on Lot 16. All lots within a one-block radius of the subject site, with the exception of the instant site and one other lot, are between 49 to 53 feet in width and are developed with single family residences. There were no Protestants.

After due consideration of the testimony and evidence presented, and it appearing that strict compliance with the Baltimore County Zoning Regulations (BCZR) would result in practical difficulty and unreasonable hardship upon the Petitioners, in the opinion of the Deputy Zoning Commissioner, the variance requested would not adversely affect the health, safety, and general welfare of the community and should therefore be granted.

Therefore, IT IS ORDERED by the Deputy Zoning Commissioner of Baltimore County this 1600 day of June, 1987, that lot widths of 53 feet for Lots 16 and 17, in accordance with the plan submitted, be approved, and as such, the Petition for Zoning Variance is hereby GRANTED from and after the date of this Order.

of Baltimore County

RE: PETITION FOR VARIANCE E/S Dunbrin Rd., 169' N of C/L of Dunglow Rd., 12th District :

BEFORE THE ZONING COMMISSIONER OF BALTIMORE COUNTY

JAY S. THORPE, et ux, Petitioners Case No. 87-467-A

.

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the abovecaptioned 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.

> hyllis tole truduman Phyllis Cole Friedman People's Counsel for Baltimore County

Peter Max Zimmerman Deputy People's Counsel Room 223, Court House Towaco, Maryland 2:204 494-2188

I HEREBY CERTIFY that on this 20th day of May, 1987, a copy of the foregoing Entry of Appearance was mailed to John R. Costello, Esquire, The Professional Bldg., 330 N. Charles St., #204, Baltimore, ND 21201, Attorney for Petitioners; and Mr. and Mrs. John J. Raber, 1841 Church Rd., Baltimore, MD 21222, Contract Purchasers.

Baltimore County Zoning Commissioner Office of Planning & Zoning Towson, Maryland 21204 494-3353

Arnold Jabion Zoning Commissioner

June 16, 1987



John R. Costello, Esquire The Professional Building 330 N. Charles Street, #204 Baltimore, Maryland 21201

RE: Petition for Zoning Variance E/S Dunbrin Road, 169' N of the c/l of Dunglow Road 12th Election District

7th Councilmanic District

Case No. 87-487-A

Dear Mr. Costello:

Pursuant to the hearing recently held on the above-referenced case, enclosed please find a copy of the decision rendered. Your Petition for Zoning Variance has been Granted in accordance with the attached Order.

If you have any questions concerning this matter, please do not hesitate to contact this office.

JMHJ:bjs

Enclosures

cc: Mr. & Mrs. John J. Raber 1841 Church Road Baltimore, Maryland 21222

People's Counsel

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

ARNOLD JABLON ZONING COMMISSIONER

JEAN M. H. JUNG DEPUTY ZONING COMMISSIONER

June 2, 1987

John R. Costello, Esquire The Professional Building 330 North Charles Street No. 204 Baltimore, Maryland 21201

> RE: PETITION FOR ZONING VARIANCE E/S Dunbrin Rd., 169' N of the c/l of 12th Election District - 7th Councilmanic District Case No. 87-487-A

Dear Mr. Costello:

This is to advise you that \$73.96 is due for advertising and posting of the above property. This fee must be paid before an

THIS FEE MUST BE PAID AND THE ZONING SIGN AND POST RETURNED ON THE DAY OF THE HEARING OR THE ORDER SHALL NOT BE ISSUED.

Do not remove sign from property from the time it is placed by this office until the day of the hearing itself.

Please make the check payable to Baltimore County, Maryland, and remit

BALTIMORE COUNTY, MARYLAN OFFICE OF PRIMICE - NEVERUE SINE MISCELLANEOUS CASH RECEIPT		ding, Towson, Maryland
6/19/87	R-01-615-000	
SIGN & POST RETURNED	73.56	
The second secon	841 Church Rd., Balto.,	
ADVERTISING & POSTIN	G COSTS RE CASE #87-487-A	
	****73981% %20wF	

BEGINNING on East side of Dubrin Road 50 feet wide at the distance 169 feet north of the centerline of Dunglow Road. BEING lot 16 and 17 in block no. ten (10) as shown on Plat No. 3 of Dundalk and Re-Subdivision of part of Dundalk Highlands which plat is recorded among the Land Records of Baltimore County in Plat Book W.P.C. No. 8, folio 54.

ZONING DESCRIPTION

John R. Costello, Esquire The Professional Building 330 North Charles Street No. 204 Baltimore, Maryland 21201

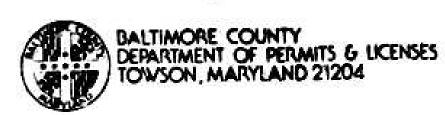
May 1, 1987

NOTICE OF HEARING

RE: PETITION FOR ZONING VARIANCE E/S Dunbrin Rd., 169' N of the c/1 of Dunglow Rd. 12th Election District - 7th Councilmanic District Case No. 87-487-A

TIME: _		9:	45 a.m.						
DATE: _		We	dnesday	, June	10.	1987			
PLACE:	Room	106,	County	Office	Bu	ilding,	111	West	Chesapeak
2	Avenu	e, To	wson,	Maryla	and				

The same of the sa	or nairimo
BALTIMORE COUNTY, MARYLAND OFFICE OF FINANCE - REVENUE OWNEROW MISCELLANGOUS CASH RECEIPT	30587
DATE 2/2-7/87 ACCOUNT 01	615
**************************************	00
Thun R Costello	
BATTELLING FOR FOR VARIANCE	ITEM 352
THURPE - PETITIONER WALIDATION ON SIGNATURE OF CASS	



TED ZALESMI, JR. DIRECTOR

April 16, 1987

Mr. Armold Jablon, Zoning Commissioner Office of Flamming and Ioning Towers, Maryland 2120L

Deer Er. Jablems Comments on Item # 352 | Loning Advisory Countities Meeting are as follows:

Jay S. Thorpe E/E Dumbrin Road, 169 ft N centerline Dunglow Road Districts

APPLICABLE TITES AND CERCLED:

All etructures shall confers to the Baltimore County Building Code as adopted by Council Bill #17-85.

the Maryland Code for the Handicapped and Aged (A.H.S.I. #117-1 - 1980) and other applicable Codes and Standards.

- (b.) A building and other miscellaneous permits shall be required before the start of any construction.
- (C.) Residential: Two sets of construction drawings are required to file a permit application. The seal of a registered in Maryland Architect or Engineer 10/18 not required on plant and technical data.
- Commercial: Three sets of construction drawings sealed and signed by a registered in Maryland Architect or Engineer shall be required to file with a permit application. Reproduced seals are not acceptable.
- E. All Use Groups except R-L Single resulty Detected Dwellings require a minimum of 1 hour fire rating for exterior walls closer than 6'-O to an interior lot line. R-L Use Groups require a one hour wall if closer than 3'-0 to an interior lot line. Any well built on an interior lot line shall require a fire or party wall See Table 101. Section 1107. Section 1106.2 and Table 1102. We openings are permitted in an erterior wall within)'-0 of an interior lot line.
- F. The structure does not appear to comply with Table 505 for permissible height/area. Reply to the requested variance by this office cannot be considered until the necessary data pertaining to height/ares and construction type is provided. See Table 101 and 505 and have your Architect/Engineer contact to is department.
- C. The requested variance appears to conflict with Section(e) _______, of the Baltimore County Building Code.
- H. When filing for a required Change of Use/Occupancy Fermit, an alteration permit application shall also be filed along with three sets of acceptable construction plans indicating how the existing structure is to be altered in order to comply with the Code requirements for the new use. Maryland Architectural or Engineer eeels are usually required. The change of Use Groups are from Tee to Tee . or to Mixed Uses ______. Or to Mixed Uses ______.
- I. The proposed project appears to be located in a Flood Plain, Tidal/Biverine. Floars see the attached copy of Section 516.0 of the Building Code as adopted by Bill #17-85. Site plans shall show the correct elevations above sea level for the lot and the finish floor levels including beament.
- . These abbreviated community reflect only on the information provided by the drawings submitted to the Office of Flerning and Zoning and are not intended to be construed as the full extent of any permit. !! istings the applicant may obtain additional information by visiting Room 122 of the County Cifice Builting at 111 Mich C. E. Burnison, Dile w. hesapeaks Avenue, Towson, Maryland Z. 204. Building Plans Levie.

se. DEED AND TITLE: Upon payment as above presented the unpaid purchase money, a deed for the Property containing covenants of special warranty and further assurances shall be executed at Buyer's expense by Seller, which shall convey the Property to Buyer. Title to be good and merchantable, free of liens, encumbrances, and recorded violations of governmental laws and regulations, except as specified herein and except: use and occupancy restrictions of public record which are generally applicable to the properties in the immediate neighborhood or subdivision in which the Property is located, publicly recorded easements for public utilities, including assessment for sewer and water benefits, and any other easements which may be observed by an inspection of the Property Buyer expressly assumes the risk that restrictive covenants, zoning or other laws, or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by the Buyer. If the property is located within the geographical boundaries of the new town known as Columbia then this property shall be subject to the continuing lien known as the Columbia Park and Recreation Association Lien (C.P.R.A. Lien) recorded in the land records of Howard County at Liber WHH 463, Folio 158.

11. POSSESSION: Possession of the Property shall be given to Buyer at time of settlement hereunder unless otherwise agreed to by parties in writing. The Property shall be free from trash and debris, and substantially in the same condition as it was on the date of contract. Buyer shall have the right upon

reasonable notice to inspect the Property prior to settlement. 12. INSURANCE: The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. It, prior to the time legal little 12. INDUMANCE: the property is to be need at the risk of behief until regel 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 Buyer, then this Agreement, at the option of Buyer, shall be null and void and of no further effect, and all monies paid hereunder shall be returned promptly by Seller to Buyer. It is also understood and agreed that Seller shall immediately have all of the insurance policies on the Property so endorsed as to protect all parties hereto, as their interests may appear, and shall continue said insurance in force during the life of this Agreement. In the event it shall be determined by Buyer that the Properly is inadequately insured by Seller, Buyer shall have the right, at Buyer's option and expense, to obtain such insurance, or additional insurance, as shall be satisfactory to Buyer. Buyer acknowledges that fire and flood insurance may be required by the lender and agrees to pay for the same

12. BALTIMORE COUNTY ONLY - SALE CONTINGENCY MOTICE OF WELL LAW, UNIMPROVED PROPERTY; Since the property to be purchased by buyer(s) will be served by a private water supply system as the source of domestic water, the law of Baltimore County requires that, prior to conveyance of such property to any buyer(s), seller(s) must provide a grell with a supply of water meeting the minimum water yield requirements of section 13-117(a) of article such property to any ouyer(s), sester(s) must provide a great with a supply of water meeting the minimum water yield requirements of section 13-117(a) of article XI of the Baltimore County Code. Buyer is further advised that the quantity of water is important and that, unless buyer(s) specifically executes a "Walver of Provision of Minimum Water Yield Prior to Conveyance," a well meeting the Baltimore County Code standards is required. Any walver of this requirement must be filed by buyer(s) on a form prescribed by the Baltimore County Code and filed with the Baltimore County Bureau of Environmental Services at least (6) drys be filed by buyer(s) on a form prescribed by the Baltimore County Code and filed with the Baltimore County Bureau of Environmental Services at least (6) drys be filed by buyer(s) on a form prescribed by the Baltimore County Code and filed with the Baltimore County Bureau of Environmental Services at least (6) drys before a service of Environmental Services at least (6) drys before the Baltimore County Bureau of Environmental Services at least (6) drys before the Baltimore County Bureau of Environmental Services at least (6) drys at least (6) such revocation delivered or maneo by certified mail, postage prepaid return receipt requested, to setter(s) or sener is (s) agent at sener s(s) nome or business address or the business address of seller's(s') agent within live (5) days of the date of the aforesaid filling with the bureau of environmental services. Date of delivery includes the date of mailing as aforesaid. In the absence of a waiver as called for above, within 30 days of date of this contract, Seller(s) in good faith delivery includes the date of mailing as aforesaid. In the absence of a waiver as called for above, within 30 days of date of this contract, Seller(s) in good faith delivery includes the date of mailing as aforesaid. In the absence of a waiver as called for above, within 30 days of date of this contract, Seller(s) in good faith delivery includes the date of mailing as aforesaid. In the absence of a waiver as called for above, within 30 days of date of this contract, Seller(s) in good faith delivery includes the date of mailing as aforesaid. In the absence of a waiver as called for above, within 30 days of date of this contract, Seller(s) in good faith delivery includes the date of mailing as aforesaid. In the absence of a waiver as called for above, within 30 days of date of this contract, Seller(s) in good faith delivery includes the date of mailing as aforesaid. In the absence of a waiver as called for above, within 30 days of date of this contract, Seller(s) in good faith delivery includes the date of mailing as aforesaid. In the absence of a waiver as called for above, within 30 days of date of this contract as a seller (s) and seller (s) are called for above, within 30 days of date of this contract as a seller (s) and seller (s) are called for above, within 30 days of date of this contract as a seller (s) are called for above, within 30 days of date of this contract as a seller (s) are called for above, within 30 days of date of this contract as a seller (s) are called for above, within 30 days of date of this called for abov

14 OTHER:

16. BROKEN LIABILITY: Buyer and Seller understand and acknowledge that Broker(s) and any agents or employees of Broker(s), are not, and were not at any time authorized to make any representations respecting this Agreement or the Property other than those expressly set forth herein. Broker(s) and any any time authorized to make any representations respecting this Agreement or the property other than those expressly set forth herein. Broker(s) and any agents or employees of Broker(s) do not assume any responsibility for the condition of the Property or for the performance of this Agreement by any or all parties hereto. By signing this Agreement, Buyer acknowledges that Buyer has not relied on any representations made by Broker(s) and any agents or parties hereto. By signing this Agreement, Buyer acknowledges that Buyer has not relied on any intigation between Seller and Buyer concerning return of the employees of Broker(s), except those representations expressly set forth herein. In the event of any litigation between Seller and Buyer concerning return of the deposit monies. Broker's sole responsibility may be met, at Broker's option, by paying the deposit monies into the court in which such litigation is pending, and deposit monies. Broker's sole responsibility may be met, at Broker's option, by paying the deposit monies into the court in which such litigation is pending, and Buyer and Seller agree that upon payment of such deposit monies into court, neither Buyer nor Seller shall have any further right, claim, demand, or action against Broker. In the event that any dispute arises under this Agreement between Seller and Buyer resulting in Broker(s) being made a party to any litigation.

Seller and Buyer. jointly and severally, agree to indemnity Broker(s) for all costs, attorneys' less and legal expenses incurred by Broker(s) as a result thereof. provided that such litigation does not result in a judgment against Broker(s) for acting improperly under this Agreement.

17. DEFAULT: If Buyer or Seller fail to perform all the terms and provisions of this contract as they agreed, then a default can be declared and either BUYER OR SELLER SHALL BE ABLE TO PURSUE THEIR LEGAL RIGHTS AND REMEDIES including a law suit for specific performance and/or money damages. Prompt UR SELLEN SHALL BE ABLE TO PURSUE THEIR LEGAL RIGH. S AND REMEDIES including a law suit for specific performance and/or money damages. Prompt written notice of the declaration of the default shall be given by Buyer or Seller declaring the default of the other. In the event Buyer shall default in the performance of Buyer's obligations pursuant to this Agreement, the deposit herein provided may be retained by Seller as liquidated damages at the option of Seller, in which event Buyer shall be released from further liability hereunder. In the event the deposit is retained as liquidated damages. Seller shall allow Seller, in which event Buyer shall be released from further liability hereunder. In the event the deposit is retained as liquidated damages. Seller may Reallors one-half (%) thereof as compensation for their services, but in no event to exceed an amount equal to the full fees due hereunder. Seller may alternatively exercise any and all legal or equitable rights, including specific performance or monetary damages, to which Seller may be entitled under this Agreement. In the event Seller obtains remedies other than liquidated damages, Realtors shall be paid their full fees due hereunder from the escrowed funds or if such funds are insufficient the balance shall be paid by Seller.

18. THES AGREEMENT 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. The headings in this Agreement are for convenience and reference only and in no way define or limit the conditions, or representations not herein written. The headings in this Agreement are for convenience and reference only and in no way define or limit the conditions, or obligations of the parties hereunder. Time to of the oscence in this Agreement, that is, Buyer or Seller are obligated to meet their intent, rights, or obligations of the parties hereunder. Time to other agreement, that is, Buyer or Seller are obligated to meet their Wies punctually, at time or within period specified or risk declaration that the contract has been breached. The parties hereto bind themselves, their heirs, personal representatives, successors and assigns for the faithful performance of this Agreement.

19. ADJUSTMENT: Homeowners association dues, ground rent, rent, and water rent shall be adjusted and apportioned as of the date of settlement, and all The substitution of the date of settlement, and all the public or governmental charges or assessments against the Property 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, paying, drainage or other public improvements, whether or not considered liens against the property, completed or commenced on or prior to the date hereof, or subsequent other public improvements, whether or not considered liens against the property, completed or commenced on or prior to the date hereof, or subsequent other public improvements, whether assessments have been thereto), are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement. Cost of all documentary stamps required by law, recordation tax and transfer lax, where required by law, shall be divided settlement.

20. SOCTICE TO BUYERS: 1. O'Conor, Piper & Flynn is able to provide mortgage banking and brokerage survices to its clients through its wholly-owned Mortgage subsidiary. You are in no way obligated to use this additional service, but we are required under the law to inform you of the relationship of our two Mortgage subsidiary. You are in no way obligated to use this additional service, but we are required under the law to inform you of the relationship of our two Mortgage subsidiary. You are entitled to select your own TITLE companies and that O'Conor, Piper & Flynn will indirectly benefit through your use of the related company. 2. You are entitled to select your own TITLE companies and that O'Conor, Piper & Flynn will indirectly benefit through your use of the related company. 2. You are entitled to select your own TITLE companies and that O'Conor, Piper & Flynn will indirectly benefit through your use of the relationship of our two laws of the relationship of our two laws of the relationship of the relationship of our two laws of the relationship parcet of land, intended to be used for residential purposes, you should, before signing this contract, consult with the appropriate public authorities to ascertain whether public sewage 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 sewage disposal system. 4. You are not protected by the Real Estate Guarantee Fund of the Maryland Real Estate Commission for any

Il Housing Opportunity Br
(SEAL)
_ (SEAL) _//_5
(SEAL) 2/S/
Date 1/c/k
(SEAL) -7-7-8



PAUL H REINCKE

March 13, 1987

Mr. Arnold Jubion Zoning Cormissioner Office of Flanning and Zoning Baltimore "cunty Office Building Towser "Augland 21204

FL: Property Owner: Jay S. Thorpe, et ux

Location: E/S Dunbrin Rd., 169' N centerline Dunglow Rd.

Item No.: 352

Zoning Agenda: Meeting of 3/1/7/87

Centlemen:

Pursuant to your request, the referenced property has been surveyed by this Sureau and the comments below marked with an "X" are applicable and requireto be corrected or incorporated into the final plans for the property.

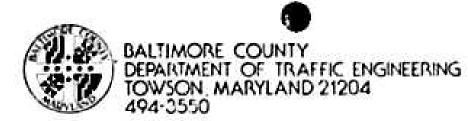
- 1) 1. Fire hydrants for the referenced property are required and shall be located at intervals or _____ feet along an approved road is accordance with Baltimore County Standards as published by the Department of Public Works.
- A second means of vehicle access is required for the site.
-) 3. The vehicle 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 Print
-) 6. Site plans are approved, as drawn.
-) 7. The Fire Prevention Bureau has no comments, at this time.

REVIEWER: Cut local Welle 3-13-87 Approved: Special Inspection Division

Noted and Fire Prevention Bureau



STEPHEN E. COLLINS DIRECTOR

April 13, 1987

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

Dear Mr. Jablon:

The Department of Traffic Engineering has no comments for items 350, 351, 352, 353, 354, 355, and 356.

Very truly yours.

Traffic Engineer Associate II

MSF:1t

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NN S	R	OCOLO
ADDENDUM TO CONTRACT OF SALE		PIPLEALI

Date _ F < 3 5 , 9 5

Buyer(s): John J. & Lorraine L. Raber (his wife)

Seller(s): Jay S. &'Elaine Thorpe Property Lot #16, Adj. to 3011 Dunbrin Road - Baltimore, Maryland 21222

ADDENDUM REGARDING. The determination that a 30' X 40' house can be built on Lot # 16,

adjecent to 3011 Dunbrin Road - Baltimore, Maryland 21222

In consideration of their mutual desires to consummate the aforementioned Contract of Sale, the undersigned parties hereby agree as follows:

- This Contract of Sale is contingent upon a determination that the subject property can be used for purposes of Building a 30' X 40' house on lot # 16, 3011 Dunbrin Road - Baltimore, Maryland 21222. Buyer, at buyers sole expense is to undertake such efforts to allow said determination to be made by verification with both public authority and private land records and restrictive covenants.
- The results of said determination must be actually received by the Buyer within thirty (30) days of the execution of this Contract of Sale. If the use report is not received within thirty days (30) and no extension of this period is a ranged, then any rights otherwise available to the Buyer in accordance with this agreement will be considered to have been waived.
- If the Buyer wishes to accept the use report as satisfactory, Buyer will so notify the Seller in writing within forty-eight (48) hours after receipt of report. If no notice of acceptance is given, then acceptance of report by Buyer will be implied.
- 4. At the time of declaring dissatisfaction with the report or denial of zoning variance Buyer has the sole option to declare this contract null and void.
- In the event the Buyer exercises the right to declare the Contract of Sale null and void then all monies on deposit will be promptly returned to the Buyer.
- 6. If the use report determines that a Zoning Variance is required to build said house on lot #16, Buyer is granted a ninety day (90) extension from date of said report, to obtain, at Buyer's sole expense, said Zoning Variance.

The above is to be considered part of the contract of sale and of equal force and effect as all other conditions which otherwise remain the same.



ADDENDUM TO CONTRACT OF SALE

	Date _ Feb = 198	7
Addendum Numbe	Z to Contract of Sale dated	
Buyer(s) John J. an	d Lorraine L. Raber	
Selleris) Jay S. & E	laine Thorpe	
Property Lot #16 (5	3X108) adjacent to 3011 Dumbrin Road - Baltimore, Maryland 2	1222
ADDENDUM REGARDING	SPECIAL CONDITIONS	

In consideration of their mutual desires to consummate the aforementioned Contract of Sale, the undersigned parties hereby agree as follows:

- This Contract of Sale is contingent upon buyer, at Buyer's sole expense, obtaining (x) in 5. SPECIAL CONDITIONS of contract.
- These copies must be obtained by the Buyer within ten (10) days of the execution of this Contract of Sale. If the copies are not obtained within 10 days then the buyer has the option of declaring the contract null and void.
- 3. If the Buyer wishes to accept the conditions as satisfactory, Buyer will so notify the Seller in writing within (10) days after obtaining copies. If no notice of acceptance is given, then acceptance of report by Buyer will be implied.
- 4. If however the Buyer is dissatisfied with the conditions then Buyer must, within (10) ten days of receipt of said copies, declare his dissatisfaction in writing to the
- 5. At the time of declaring dissatisfaction with the conditions Buyer has the sole option to declare this contract null and void.
- 6. In the event the Buyer exercises the right to declare the Contract of Sale null and void then all monies on deposit will be promptly returned to the Buyer.

The above is to be considered part of the contract of sale and of equal force and effect as all other term conditions which otherwise remain the same

nsurance (if any) and flood insurance if required.

MLS . BC 129299-02



LAND/LOT OPF S/85

isting Office	O'Conor,	Piper &	Flynn	Phone	823-6111
Listing Ass	ociate	Richard	Agriest	Green Avects	
elling Office:	O'Conor,	Piper &	Flynn	Phone	823-6111
Listing Ass letting Office: _ Setting Ass			Flynn R. Clar	Phone	82

THIS AGREEMENT OF S	ALE made this	5th	day of	February	19 87	Network
(Name)	Jay S & Elaine	horpe			·····	Saller
(Address)	4 Elmwood Rd B	altimore, Md 21	210			
(Name)	John J & Lorrain	ne L Raber (his	wife)			
(Address)	1841 Church Rd.	Baltimore, Md	21222			
Witness that Seller doe	s hereby bargain and self	unto Buyer, and Buyer doe	s hereby purcha	se from Seller the following	no described fee simple	e/leasehold
property, known as	Lot #16 (53x108	adjacent to 30	11 Dunbri	n Rd Baltimore,	Md 21222	
	lying in!	Baltimore	XXXX/C	ounty of State of Maryland	including improveme	ots thereon
and all rights and appuris	enances thereto belonging	or in anywise thereto appr	ertaining			
AT and for the sum of	Forty Thousand-			00/100po	LARS (\$40,000.0	0
	One Thousand					
in the form of Ch	IECK has been p.	id at the signing hereof, th	e receipt of whic	h is hereby acknowledged	the balance to be paid	as follows:
An additional sum of \$		nithin	. days from the	date of contract, and the r	emaining balance of th	e purchase
price will be paid to Selle	r in cash at settlement whi	on shell be on A Daniel		.\ sooner by mutu	al agreement between	the parties.
1. FINANCING: Buyer	expressly agrees to apply t	ord N.A.J. DUKC	18 1987	1.97	mortgage	loan within
seven (7) days from the da	ite of contract, to provide al	I necessary supers and into	ermation required	to complete processing of	such application, and t	ootherwise
	th take all necessary sleps					
	to exceed % per a					
like nature) not exceeding	ng in the aggregate	% of which Seller ag	rees to pay the	ffest S a	nd Buyer agrees to pa	ly the next
	ed. Buyer agrees to prompt	ly furnish a copy of such co	ammitment to the	Seller or Seller's agent, in	the event Suyer or Buye	er's agent is
the Buyer's part, this Agre after acceptance of this A Buyer's mortgage applica	tment for the aforemention sement shall be declared no greement which is detrime tion shall not contain a cont	ill and void and all monies intal to qualifying the Buyi ingency for the sale of Buyi	on deposit shall or for financing s or's property unle	be immediately returned to hall give the Seller the rig iss such contingency is also	Buyer. Any action take ht to declare the depos a part of this Agreeme	on by Buyer it forfeited int. Monthly
payment to include princi	pal and interest clus one-ti	wenter (1/12) of the annual	real estate taxes	, fire/casualty insurance,	ground rent and privat	e mortgage

said lending institution or party that the financing as applied for has been approved and a loan commitment granted, the preceeding mortgage conditions of this agreement shall be deemed to have been fully satisfied and of no further effect, provided said differing mortgage terms do not increase closing costs to Seller or exceed the time allowed to secure the mortgage commitment as called for above. AGRICULTURE TRANSFER TAX: Buyer is hereby notified by seller that if property to be purchased is presently assessed for taxation on the basis of agricultural use this purchase and sale of the property may require the State to impose an agricultural transfer tax as provided for in Art. 81. Section 278F of the Annotated Code of Maryland. These taxes if imposed are to be paid entirely by the buyer. The seller hereby advises puyer that the current use for tax assess-

2. ALTERNATE FINANCING: It is further understood and agreed should Buyer make application for financing through a lending institution or other source whereby the interest, terms of payment, or amount of loan differs from the financing conditions hereinbefore set forth, then upon notification to the Buyer from

 INCLUSIONS: Included in the purchase price shall be all permanently attached fixtures, structures of any kind, fences, and posts, if any. Also included are all trees, shrubs, bushes and other material growing or naturally in place on the land. Specifically excluded are all crops and emblements in place at time of S. SPECIAL CONDITIONS: This agreement may be subject to any of the following conditions and representations which, if indicated as applicable by being

marked with an "X", buyer heroby acknowledges to have received and accepted. Such items are to be considered part of this agreement. Copy of Declaration of Restrictive Convenants concerning con-. Master Plot Plan and/or survey struction of improvements and use and occupancy agreements Y ... Copy of any right-of-way or easement agreement . X ... Copy of Recorded Subdivision Plat:

..... Land percolation test report. Well test report. Seller will supply copy of Deed and recorded subdivision plat, any other information

required under "special conditions" will be supplied by Buyer.

The seller agrees to extend settlement date to June 18, 1987, with the provision that should be get an acceptable contract offer for both house & lot (#16), we can accept this offer, but will repay up to \$1,000.00 for any expenses incurred by the buyer, John & Lorraine Raber. JAR ZE JST

8. DEPOSIT AND FEES: Seller recognizes O'Conor, Piper & Flynn fees shall be deemed earned as of the date of the execution of this Agreement or the date of satisfaction of all contingencies herein stated, whichever shall lest occur. Failure of Seller to perform hereunder shall not release Seller from liability for these fees. As a convenience to Seller and not as a limitation upon Seller's above-stated liability for these fees the party making settlement is hereby authorized and directed to deduct the aforesaid fees from the proceeds of sale and to pay the same to the Realtor. Deposit monies submitted herewith shall be held in escrow in accordance with the provisions of the Annotated Code of Maryland by the Listing Broker, and shall subsequently be distributed in accordance with this Agreement.

CERTIFICATE OF PUBLICATION

and published in Towson, Baltimore County, Md., appearing on

THE JEFFERSONIAN,

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 day of ______, 1987.

Received by: Jones E. Dyor Chairman, Zoning Plans Advisory Committee CERTIFICATE OF PUBLICATION

Dundalk Eagle

P. O. Box 8936 Dundalk, Md. 21222

THIS IS TO CERTIFY, that the annexed advertisement of Arnold Jablon in the matter of Zoning Hrgs. - Case #87-487-A P.O. #87930 - Reg. #M00160 - 76 lines @ \$30.00.

was inserted in The Dundalk Eagle a weekly newspaper published in Baltimore County, Maryland, once a week

percensions weeks before the 19 87 ; that is to say.

the same was inserted in the issues of May 21, 1987

Kimbel Publication, Inc.

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon Date____May 7, 1987 TO Zoning Commissioner

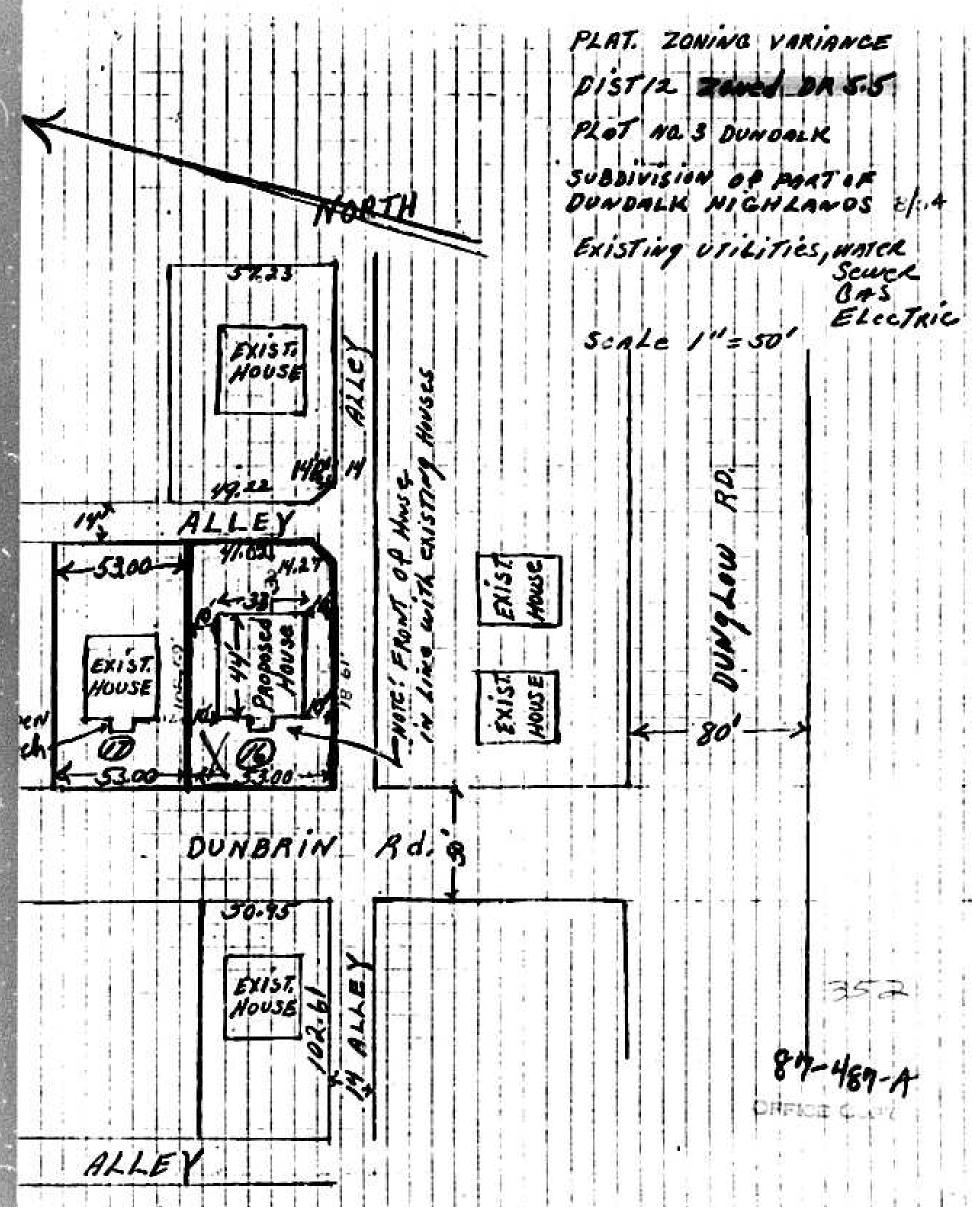
Norman E. Gerber, AICP, Director FROM Office of Planning and Zoning

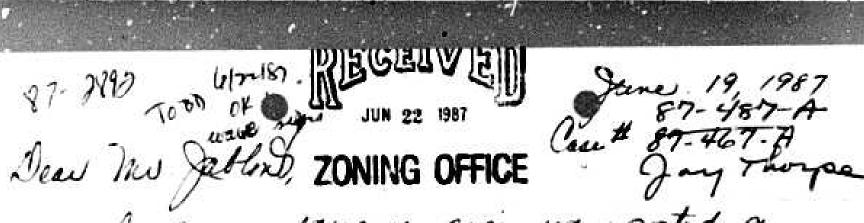
SUBJECT_Zoning Petitions No. 87-472-A, 87-475-A, 87-476-SpH, 87-480-A, 87-481-A, 87-482-A, 87-485-X, 87-486-A and 87-487-A

There are no comprehensive planning factors requiring comment on

NEG: JGH: slb

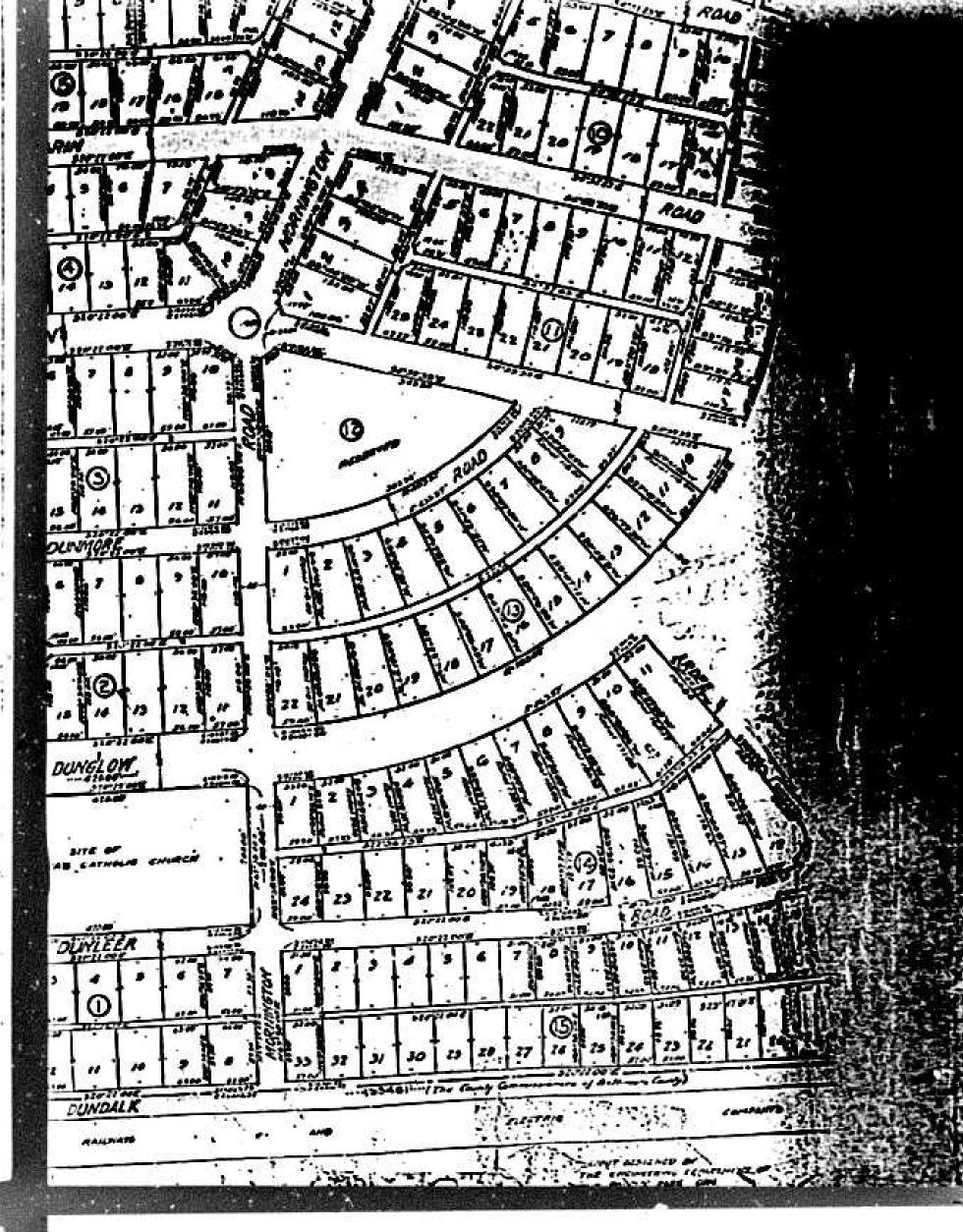






zoning parance sign was posted on I was rotified today there was an additional " 73.96 dele, that I should go down to the property remove the variance notice that Baltimere County posted there and bring sign, along with my money, to my variance would be keld up. When I went down to the suspertes there was no segn to be found -- not any evidence of one of like a stake, to. The people in Room III informed me that I would here to pay and additional 35 I did not have the sign. have a soublem with this; since it's your law that requires the cign, and I posted the sigh, how am I responsible Caway and heladilde of people go by at sigh. I am a law- abeding ation Beltemaie County for 34 years, but I feel acompliance with Other gross inequity. Ithope titions also the tenfairness in the seteration and will exercise your authority

P.S. It is imperative that the variance clears immediately, as settlement has been set for June 23.



BALTI MORE COUNTY ZONING PLANS ADVISORY COMMITTEE

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

Chairman MEMBERS

Sureau of Department of Traffic Engineering State Poads Commission

Bureau of Fire Prevention Health Department Project Planning Building Department hoard of Education Coming Administration Industrial

May 21, 1987

John R. Costello, Esquire The Professional Building 330 N. Charles Street, #204 Baltimore, Maryland 21201

RE: Item No. 352 - Case No. 87-487-A Petitioner: Jay S. Thorpe, et ux Petition for Zoning Variance

Dear Mr. Costello:

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.

Enclose, 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,

Zoning Plans Advisory Committee

JED: kkb

Enclosures

CPS-008