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OF

88-62-A
469-8-8

PETITION FOR ZONING VARIANCE TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

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 1A04.1.B.1.1.R. PERMIT. Side yard setbacks of 17 feet in lieu of the required 50 feet.

of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County, for the following reasons: (Indicate hardship or practical difficulty)
APPLICATION FOR SIDE YARD VARIANCE: Single family dwelling to be built on lot (see attached). Lot is 90' wide at location of house as determined by Health Department. (Re: septic drain field) County setbacks are 50' from each side. Practical difficulty for construction exists, therefore, variance is requested.

Variance will not result in injury to public health, safety, and general welfare.
An envelope with 17 foot side setbacks is requested in order to allow property to be used and developed 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: Brian G. & Nancy A. Macdonald
Address: 1507 Weyburn Road, Baltimore, Md. 21237
City and State: Baltimore, Md. 21237

Legal Owner(s): Richard Foehrkolb
(Type or Print Name)
Signature: Ruth Foehrkolb
(Type or Print Name)
Signature: Ruth Foehrkolb
(Type or Print Name)
Signature: Ruth Foehrkolb
(Type or Print Name)

Attorney for Petitioner: N/A
(Type or Print Name)
Address: 2704 AVE. B 1-813-778-5352
City and State: Holmes Beach, Fla. 33510
Name, address and phone number of legal owner, contract purchaser or representative to be contacted: Brian G. Macdonald
Address: 1507 Weyburn Rd. 21237 866-8580
City and State: Baltimore, Md. 21237
Attorney's Telephone No.: 37030
Address: 665,470

ORDERED By The Zoning Commissioner of Baltimore County, this 5th day of June, 1987, 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 Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 29th day of July, 1987, at 10:15 o'clock A.M.

By: [Signature]
Zoning Commissioner of Baltimore County

(over)

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
TO: Zoning Commissioner Date: July 15, 1987
Norman E. Gerber, AICP, Director
FROM: Office of Planning and Zoning
Zoning Petition Nos. 88-37-A, 88-41-A,
SUBJECT: 88-43-A, 88-52-A and 88-52-A

Please consider the Chesapeake Bay Critical Area Findings (see memos dated July 13, 1987, from Gerber to Jablon) to represent the position of this office.

NEG/JGH/sf

Norman E. Gerber, AICP

88-62-A
Richard Foehrkolb, Petitioner

RECEIVED
JUL 24 1987
ZONING OFFICE

2899 Breezy Point Court
Baltimore, MD 21221
July 10, 1987

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

Dear Mr. Jablon:

This is to inform you that I, Nicholas A. Foehrkolb, owner of 2899 Breezy Point Court, Baltimore, MD 21221 (Lot #2), will not protest any side yard variance as applied for by Brian G. and Nancy A. Macdonald for construction of single family dwelling at 2897 Breezy Point Court, Baltimore, MD 21221 (Lot #1).

Granting the Macdonalds such a variance will not result in injury to public health, safety, and general welfare.

Thank you,

Nicholas A. Foehrkolb

[Signature]

EXHIBIT 2

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

July 20, 1987

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

009

Chairman

MEMBERS

Bureau of Engineering
Department of Traffic Engineering
State Roads Commission
Bureau of Fire Prevention
Health Department
Project Planning
Building Department
Board of Education
Zoning Administration
Industrial Development

Mr. & Mrs. Richard Foehrkolb
2704 Avenue B
Holmes Beach, Florida 33510

RE: Item No. 469 - Case No. 88-62-A
Petitioner: Richard Foehrkolb, et ux
Petition for Zoning Variance

Dear Mr. & Mrs. Foehrkolb:

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,

James E. Dyer, Inc.
JAMES E. DYER
Chairman
Zoning Plans Advisory Committee

JED:bjs

Enclosures

cc: Mr. & Mrs. Brian G. Macdonald, Contract Purchasers
1507 Weyburn Road, Baltimore, Md. 21237

File

Case No. 88-62-A

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

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

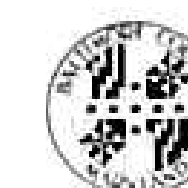
Your petition has been received and accepted for filing this 5th day of June, 1987.

ARNOLD JABLON
Zoning Commissioner

Petitioner: Richard Foehrkolb, et ux
Petitioner's Attorney

Received by:

James E. Dyer, Inc.
Chairman, Zoning Plans
Advisory Committee



BALTIMORE COUNTY
DEPARTMENT OF TRAFFIC ENGINEERING
TOWSON, MARYLAND 21204
494-3550

XXXXXXXXXXXXX
XXXXXXXXXXXXX
C. Richard Moore
Acting Director

June 1, 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 number 469, 471, 474, 475, 476, 480, 481, 483, 470, 472, and 479.

Very truly yours,

Michael S. Flanigan
Traffic Engineer Associate II

MSF:lt

BALTIMORE COUNTY DEPARTMENT OF HEALTH

Zoning Commissioner
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204

Zoning Item # 469, Zoning Advisory Committee Meeting of May 26, 1987

Property Owner: Richard Foehrkolb, et ux

Location: Centerline Breezy Pt. Rd, 530 1/2 S. Phillips Rd District 15

Water Supply: private Sewage Disposal: private

COMMENTS ARE AS FOLLOWS:

- () Prior to approval of a Building Permit for construction, renovation and/or installation of equipment for any existing or proposed food service facility, complete plans and specifications must be submitted to the Plans Review Section, Environmental Support Services, for final review and approval.
- () Prior to new installation/s of fuel burning equipment, the owner should contact the Division of Air Pollution Control, 494-3775, to obtain requirements for such installation/s before work begins.
- () A permit to construct from the Division of Air Pollution Control is required for such items as spray paint processes, underground gasoline storage tank/s (5,000 gallons or more) and any other equipment or process which exhausts into the atmosphere.
- () A permit to construct from the Division of Air Pollution Control is required for any charbroiler operation which has a total cooking surface area of five (5) square feet or more.
- () Prior to approval of a Building Permit Application for renovations to existing or construction of new health care facilities, complete plans and specifications of the building, food service area and type of equipment to be used for the food service operation must be submitted to the Plans Review and Approval Section, Division of Engineering and Maintenance, State Department of Health and Mental Hygiene for review and approval.
- () Prior to any new construction or substantial alteration of public swimming pool, wading pool, bathhouse, saunas, whirlpools, hot tubs, water and sewerage facilities or other appurtenances pertaining to health and safety; two (2) copies of plans and specifications must be submitted to the Baltimore County Department of Health for review and approval. For more complete information, contact the Recreational Hygiene Section, Division of Environmental Support Services.
- () Prior to approval for a nursery school, owner or applicant must comply with all Baltimore County regulations. For more complete information, contact the Division of Maternal and Child Health.
- () If lubrication work and oil changes are performed at this location, the method providing for the elimination of waste oil must be in accordance with Water Resources Administration requirements.

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/would not result in practical difficulty and unreasonable hardship upon the Petitioner(s) and the granting of the variance(s) requested will/will not adversely affect the health, safety, and general welfare of the community, the variance(s) should /should not be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 30th day of July, 1987, that the Petition for Zoning Variance to permit side yard setbacks of 17 feet in lieu of the required 50 feet be and is hereby GRANTED, from and after the date of this Order, subject, however, to the following restrictions which are conditions precedent to the relief granted herein:

- The Petitioners may apply for their building permit and be granted same upon receipt of this Order; however, Petitioners are hereby made aware that proceeding at this time is at their own risk until such time as the applicable appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioners would be required to return, and be responsible for returning, said property to its original condition.
- Compliance with the Chesapeake Bay Critical Area comments submitted by the Director of Planning, dated July 13, 1987, attached hereto and made a part of this Order.

Arnold Jablon
Zoning Commissioner of
Baltimore County

AJ/srl

Attachment

cc: Michael E. Marino, Esquire

People's Counsel

Zoning Item # 469 Zoning Advisory Committee Meeting of May 26, 1987
Page 2

- () Prior to raising of existing structure/s, petitioner must contact the Division of Water Quality and Waste Management at 694-3768, regarding removal and/or disposal of potentially hazardous materials and solid wastes.
- () Any abandoned underground storage tanks containing gasoline, waste oil, solvents, etc., must have the contents removed by a licensed hauler and either be removed from the property or properly backfilled. Prior to removal or abandonment, owner must contact the Division of Water Quality and Waste Management at 694-3768.
- (X) Soil percolation tests (have been/are to be) conducted. The results are valid until [blank]. Soil percolation test results have expired. Petitioner should contact the Division of Environmental Support Services to determine whether additional tests are required.
- (X) Where water wells are to be used as a source of water supply, a well meeting the minimum Baltimore County Standards must be drilled.
- () In accordance with Section 13-117 of the Baltimore County Code, the water well yield test [] shall be valid until [blank] is not acceptable and must be retested. This must be accomplished prior to conveyance of property and approval of Building Permit Applications.

- (X) Prior to occupancy approval, the potability of the water supply must be verified by collection of bacteriological and chemical water samples.
- () If submission of plans to the County Review Group is required, a Hydrogeological Study and an Environmental Effects Report must be submitted.
- (X) Other Percolation tests have been conducted and appear satisfactory. However, revised plans must be submitted and reviewed prior to approval.

Karen M. Thayer
Dept. of Environmental Protection and
Resource Management

WWQ 2 4/86

Baltimore County
Fire Department
Towson, Maryland 21204-2586
494-4500

Paul H. Reincke
Chief

May 28, 1987

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

Re: Property Owner: Richard Foehrkoib, et ux (Critical Area)

Location: Centerline Breezy Point Road, 550' +/- S. Phillips Road

Item No.: 469

Zoning Agenda: May 26, 1987

Gentlemen:

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 of [blank] 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.

- (X) 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 to occupancy.
- () 6. Site plans are approved, as drawn.
- () 7. The Fire Prevention Bureau has no comments at this time.

REVIEWER: Capt. [Signature] Kelly 5/28/87
Planning Group
Special Inspection Division

Noted and Approved: John F. O'Neill
Fire Prevention Bureau

*Driveway shall be hard surface and be capable of supporting 50,000 lb. fire apparatus.

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Zoning Commissioner Date: July 13, 1987
FROM: Norman E. Gerber, AICP, Director
Office of Planning and Zoning
SUBJECT: Chesapeake Bay Critical Area Findings- Richard Foehrkoib, et ux (88-62-A, Item 469)

In accordance with Section 8-1813 of the Chesapeake Bay Critical Area Law and the July 8, 1985 Opinion from the County attorney, it is hereby my "findings" that the proposed development will comply with the terms of Section 8-1813(a) for minimizing adverse impacts on water quality and protecting identified habitats, provided that the zoning petition is conditioned on compliance with the following requirements:

- Six(6) major deciduous trees, or twelve(12) conifers, or twelve(12) minor deciduous trees are planted and maintained on the lot. A combination of these three tree types is acceptable provided that 6,000 square feet of tree cover is provided. A large deciduous tree is estimated to cover 1,000 square feet and a minor deciduous or conifer 500 square feet. Any existing trees that are to remain can be credited toward meeting these requirements.
- Storm water runoff from impervious surfaces associated with this petition should be directed over previous areas such as lawn to encourage maximum infiltration.

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

NEG/PJ5/jaw
cc: Robert W. Sheenley
Janice B. Duten
Tim Dugan
David Fields
Jim Hoswell
Tom Vidmar
People's Counsel

RECEIVED
JUL 16 1987

ZONING OFFICE

SCHMIDBAUER REALTY
6711 Belair Road, Baltimore, Maryland 21206
661-4600

CONTRACT OF SALE

This is a Legally Binding Contract, If Not Understood, Seek Competent Advice.
[] Cash [] Conventional [] FHA [] VA [] Other Financing [] Other
LISTING BROKER: Gremler Realty, Inc. (Eastpoint) BROKER NO. 5435
SALES PERSON: Christine M. Foehrkoib TELEPHONE(S) 675-8608 285-6400
SELLING BROKER: Schmidbauer Realty BROKER NO. 7551
SALES PERSON: Brian G. Macdonald TELEPHONE(S) 866-8580 661-4600
THIS CONTRACT OF SALE, made this 14th day of April, 1987, (complete at time of final execution by all parties)

by and between: Richard G. Foehrkoib and Ruth A. Foehrkoib SELLER
ADDRESS: 2897 Breezy Point Court, Baltimore, Md. 21221 AND
NAME: Brian G. Macdonald and Nancy A. Macdonald BUYER
ADDRESS: 1507 Weyburn Road, Baltimore, Md. 21237
PROPERTY DESCRIPTION: 1. Seller does hereby bargain and sell to Buyer, and Buyer does hereby purchase from Seller, all of the following described property, (hereinafter "Property"), located in Baltimore County, City/County, Maryland, being the property known as: (Property Address) (Lot #1) 2897 Breezy Pt. Court Liber N/A Folio N/A Baltimore, Md. 21221 (2P)

with improvements thereon, with all rights and appurtenances thereto belonging. The purchase price is Ninety Five Thousand and no/100 Dollars (\$ 95,000.00).

PURCHASE PRICE: The payment of the purchase price shall be made by Buyer as follows:
(a) An initial deposit by way of check in the amount of One Thousand and no/100 Dollars (\$ 1,000.00), at the time of execution of this Contract.
(b) An additional deposit in the amount of One Thousand and no/100 Dollars (\$ 1,000.00) to be paid within Seven days from the date of execution of this Contract by all parties.
(c) The purchase price less any and all deposits shall be paid in full by Buyer in cash or by certified check at settlement.
2. Unless otherwise stated in the next sentence, the property is being conveyed in fee simple. (The property is subject to an annual ground rent now existing/to be created of _____ Dollars (\$ _____), payable semiannually, as now or to be recorded among the Land Records of _____ City/County, Maryland.)

FINANCING: 4. This Contract is contingent upon Buyer obtaining a commitment for mortgage loan secured by the subject property as follows:
(Check One) [X] NONE - contingency does not apply Loan Amount \$ _____ Term of Note _____ years
[] See attached Addendum Amortization _____ years
[] Conventional loan described herein Interest Rate _____ %

MONTHLY PAYMENTS: 5. Buyer agrees to pay to the Lender loan origination/discount fees of N/A % of the Loan Amount and Seller agrees to pay loan origination/discount fees and charges of N/A % of the Loan Amount. Any reduction in the loan origination/discount fees shall be shared by the Seller and Buyer on a basis equal to their respective proportionate obligation for the original total of said fees. If any, shall be paid by Buyer, including mortgage insurance premium as required by Lender. If the existing loan is to be transferred to Buyer, Buyer agrees to pay all fees and charges required by Lender.

THE PARTIES' INITIALS ARE FOR IDENTIFYING PAGES 1 AND 2 (ON REVERSE) OF THIS CONTRACT OF SALE.
Buyer: [Signature] Seller: [Signature]

This form has been prepared for the sole use of the following Boards of REALTORS and their members. Each Board, its members and employees, assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice.
The Greater Baltimore Board of REALTORS, Inc.
Carroll County Board of REALTORS, Inc.
Harford County Board of REALTORS, Inc.
Howard County Board of REALTORS, Inc.



DISPOSITION OF DEPOSIT: 5. Deposit monies submitted by Buyer shall be held in escrow by Listing Broker until settlement. If a dispute arises between the parties to the transaction as to the disposition of deposit monies, refer to paragraph number 18.
N/A
PROPERTY INSURANCE AND RISK OF LOSS: 6. Provided Buyer satisfies Buyer's obligations under the provisions of paragraphs numbered 4 and 21, Buyer may obtain a written commitment for financing in which the interest, terms of payment, amount of loan, or any one of these items from the financing conditions herein set forth, then the preceding mortgage conditions of the Contract shall be deemed to have been fully satisfied. This alternate financing may not increase costs to Seller or exceed the time allowed to secure the mortgage commitment as stated herein.
N/A
TERMITE INSPECTION: 7. The Property is to be held at the risk of 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 Buyer, then the Contract at the option of Buyer, shall be null and void and of no further effect, and all deposit monies paid hereunder shall be returned promptly to Buyer. If Buyer elects not to cancel this Contract and settles upon the Property, the purchase price shall not be reduced and Buyer shall be entitled to all insurance proceeds. It is also understood and agreed that Seller shall immediately have all of the insurance policies on the property endorsed as to protect all parties hereto, as their interests may appear, and shall continue said insurance in force during the life of this Contract. In the event it shall be determined by Buyer that the Property 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 Lender will require hazard insurance and may require flood insurance, and Buyer agrees to pay for same.
N/A
HOME INSPECTION: 8. Buyer or Seller (depending on who is to be as specified in paragraph number 22) or the agent is authorized to obtain a written statement from a licensed pest control company that, based on a careful inspection, there is no evidence of termites or other wood-destroying insect infestation in the residence, including garage, but not including fences or other outbuildings, and, if such infestation previously existed, it has been corrected, and any damage due to such infestation has been corrected. If any infestation is present, or if any evidence of damage from prior infestation is discovered, Seller shall be liable for the expense of treating such infestation and of repairing any damage caused by such present or prior infestation. However, if the cost of treatment and repair of such termite damage exceeds 1% of the above sales price, Seller may, at his option, cancel this Contract. If Buyer, at Buyer's option, should choose to pay for the cost of treatment and repairs exceeding 1%, then this Contract shall remain in full force and effect. If such report reveals damage which may exceed 1%, Seller's decision regarding treatment and repair of termite damage shall be communicated in writing to Buyer within five (5) days from receipt of the report, after which Buyer shall respond to Seller in writing within three (3) days from receipt of Seller's notification of Buyer's decision. In the event this Contract is voided under the terms of this provision, then all deposits hereunder shall be returned immediately to Buyer.
N/A
LEASES: 10. Buyer is aware that several home inspection firms are qualified to inspect (or inspect and warrant) the condition of the subject property, to include central heating and cooling systems and components, plumbing and electrical systems and components, in roof, exterior and interior walls, ceilings and floors, foundations, and/or basement (including chronic water penetration). Buyer is () agrees to request such inspection(s) () unless specified in an Addendum attached hereto with the understanding that neither the Broker(s) nor the agents are responsible for defects.
N/A
TENANT RIGHT OF FIRST REFUSAL: 11. Seller may not negotiate new leases or renew existing leases except on a month to month basis without the written consent of the property is located within Baltimore City and is or has been within six (6) months of the date hereof, a single family residential rental dwelling in Baltimore City, Maryland, the validity of this Contract is contingent upon compliance with the provisions of Sections 46-55 of Article 13 of the Baltimore City Code (1976 Edition, as amended) which apply to properties located within Baltimore City or Howard County and if any portion of said property is to be rented by Buyer, a yearly registration fee may be assessed by the local government.
N/A
OTHER REAL ESTATE: 12. Neither this Contract nor the approval of Buyer's mortgage loan application referred to herein is to be conditioned or contingent in any manner upon the sale or settlement of any other real estate unless such application is also a part of this Contract.
POSSESSION: 13. Seller agrees to give possession and occupancy at time of settlement. Seller will leave _____ Property vacant, free and clear of trash and debris, to include central heating and cooling systems and components, plumbing and electrical systems and components, in roof, exterior and interior walls, ceilings and floors, foundations, and/or basement (including chronic water penetration). Buyer is () agrees to request such inspection(s) () unless specified in an Addendum attached hereto with the understanding that neither the Broker(s) nor the agents are responsible for defects. Seller will deliver the premises in substantially the same physical condition as of the date of this Contract.
BROKER LIABILITY: 14. Buyer and Seller understand and acknowledge that Broker and any agents or employees of Broker are not and were not at any time authorized to make any representations regarding this Contract or the Property other than those expressly set forth herein. Broker and any agents or employees of Broker do not assume any responsibility for the performance of this Contract or the Property or the performance of this Contract by or on behalf of either party. By signing this Contract, Buyer acknowledges that Buyer has not relied on any representations made by Broker and any agents or employees of Broker, 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 shall be to deliver the deposit monies to the court in which such litigation is pending, and Buyer and Seller agree that upon payment of such deposit monies to court, neither Buyer or Seller shall have any further right, claim, demand or action against Broker in the event that any dispute arises under this Contract between Seller and Buyer, resulting in Broker being made a party to any litigation. Seller and Buyer jointly and severally agree to indemnify Broker for all costs, attorneys fees and legal expenses incurred by Broker as a result thereof, provided that such litigation does not result in a judgment against Broker for acting properly under this Contract.

TIME IS OF THE ESSENCE with respect to the provisions of this Contract.
15. All general or special taxes, rents, ground rents, public, private or community water and/or sewer charges including any deferred sewer and water tag fees, homeowners association charges, and all other public, private or governmental charges or assessments, including items which must be paid prior to deed recording, which may exist whether such have been levied or not are to be assumed and apportioned as of the date of settlement, and will be assumed and paid thereafter by Buyer.
16. If the Property is being sold and title is being conveyed to the initial purchaser, Seller has the responsibility of providing Buyer with the estimated costs of deferred water and sewer charges pursuant to Section 16-118 of the Real Property Article of the Annotated Code of Maryland. By execution of this Contract, Seller agrees to provide such information to Buyer, if required by law, by Addendum attached hereto.
17. Upon payment as above provided of 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 the Seller, which shall convey the property to Buyer. Title to the property, including the above covenants, shall be good and marketable free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. Buyer hereby expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the property for the purposes intended by Buyer.
In the event Seller is unable to give good and marketable title or such as can be insured by a Maryland licensed title company, with Buyer paying not more than the rate as set by the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and marketable title or of paying a special premium on behalf of Buyer to obtain title insurance on the property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect and the date of settlement shall be extended for a period not to exceed thirty (30) additional days. In the event Seller is unable to cure such title defects within said thirty (30) day period and is unable to obtain a policy of title insurance on the property to the benefit of Buyer by a Maryland licensed title company, Buyer shall have the option of taking such title as Seller can give, or being reimbursed for all deposit monies paid by Buyer to Seller for the purpose of searching title as may have been incurred, not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto and this Contract shall become null and void and all deposits hereunder shall be returned immediately to Buyer.

(CONTINUATION OF Contract for Property (Lot #1) 2897 Breezy Point Court, Balt., Md. 21221)
INCLUSIONS/EXCLUSIONS: 19. Included in the purchase price are all permanently attached fixtures, including all smoke detectors, in or on the above-described property, as well as certain other now existing items, which may be considered personal property, included or excluded as follows:
Central A/C () Exis. Storm Drs () Crier () Exis. Curtain Rods ()
Window A/C () Range () Dishwasher () Exis. Shades/Blinds ()
Exis. Wdr. Scrs () Refrigerator () Disposal () Exis. Drapes ()
Exis. Storm Wdr () Washer () Exis. W/W Carpet () T.V. Antenna ()
Heating Fuels () (If neither column is checked, item shall be considered excluded)
ADDITIONAL INCLUSIONS/EXCLUSIONS N/A (SPECIFY)
SETTLEMENT: 20. Settlement shall be on July 10, 1987, or sooner by mutual agreement consent between the parties.
MORTGAGE APPLICATION AND COMMITMENT N/A: 21. Buyer expressly agrees to make written application for the mortgage as herein described within _____ () banking days from the date of execution of this Contract. Buyer further agrees to execute such mortgage at settlement if the commitment therefor is granted by Lender. If such mortgage commitment is not obtained by Buyer or by Seller for Buyer, within _____ calendar days from the date of this Contract, this Contract of Sale may, at the option of the Buyer, become null and void and of no further legal effect, and all monies on deposit shall be returned to Buyer and neither party shall have any liability to the other. Unless Buyer notifies Seller within _____ calendar days from the date of this Contract of Buyer's failure to obtain a mortgage commitment, this contingency shall be deemed to be waived.
TERMITE INSPECTION COST AGENCY: 22. The insect infestation report specified in paragraph number 9 shall be obtained and paid for by Buyer.
23. (NO IE) Buyer cannot pay () obtaining new VA financing.
24. Seller recognizes the Listing Broker () Broker's brokerage fee at the beginning of this Contract as the broker and the agent negotiating this Contract and agrees to pay Broker a brokerage fee _____ the amount provided for in the Listing Contract. The party making settlement is hereby authorized and directed to deduct this aforesaid brokerage fee from the proceeds of sale and pay the same to Broker as a convenience to Seller and not as a limitation upon Seller's responsibility to pay a brokerage fee. Settlement shall not be a condition precedent to Seller's liability for the brokerage fee.
25. The attached addendum(s) bearing the signatures of all parties concerned is hereby made a part of this Agreement and shall be construed to govern over any inconsistent portion of this printed form. Addendum attached X YES NO
ADDITIONAL SPECIAL CONDITIONS: 26. _____

PARAGRAPHS 1 THROUGH 18 ON PAGES 1 AND 2, ABOVE PARAGRAPHS 19 THROUGH 25, AND ADDITIONAL PARAGRAPHS NUMBERED 26 THROUGH 37 SET FORTH ON THE REVERSE SIDE ARE A PART OF THIS CONTRACT AND BUYER AND SELLER ACKNOWLEDGE THAT THEY ARE BOUND BY SAID PARAGRAPHS.
(Please sign the original and all copies in duplicate)
Witness: [Signature] Date: 4-11-87 [Signature] (SEAL)
Witness: [Signature] Date: 4-11-87 [Signature] (SEAL)
Witness: [Signature] Date: 4-14-87 [Signature] (SEAL)
Witness: [Signature] Date: 4-14-87 [Signature] (SEAL)

This form has been prepared for the sole use of the following Boards of REALTORS and their members. Each Board, its members and employees, assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice.
The Greater Baltimore Board of REALTORS, Inc.
Carroll County Board of REALTORS, Inc.
Harford County Board of REALTORS, Inc.
Howard County Board of REALTORS, Inc.



June 22, 1987

NOTICE OF HEARING

RE: PETITION FOR ZONING VARIANCE
C/I Breezy Point Rd., approx. 550' S of
Phillips Rd.
15th Election District - 5th Councilmanic District
Richard Foehrkolb, et ux - Petitioners
Case No. 88-62-A

TIME: 10:15 a.m.

DATE: Wednesday, July 29, 1987

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

AJ:med

**Zoning Commissioner
of Baltimore County**

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

DATE 5/13/87 ACCOUNT 01-615
AMOUNT \$ 35.00
RECEIVED FROM NANCY A MAC DONALD
FOR FLING FEE FOR VARIANCE ITEM 469
B B027***** W126C
FORHAKOLB - PETITIONER
VALIDATION OR SIGNATURE OF CARRIER

