

IN RE: PETITION FOR SPECIAL HEARING
E/S Wagner Avenue, 414' S of the c/l
Sparrows Point Boulevard
(2519 Wagner Avenue)
15th Election District
7th Council District

Anthony Brandimarto
Petitioner

* BEFORE THE
* ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* Case No. 04-467-SPH
*

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of a Petition for Special Hearing filed by the owner of the subject property, Anthony Brandimarto. The Petitioner requests a special hearing to approve two apartments on the subject property as a legal nonconforming use. The subject property and requested relief are more particularly described on the site plan submitted which was accepted into evidence and marked as Petitioner's Exhibit 1.

Appearing at the requisite public hearing in support of the request were Anthony Brandimarto, property owner. There were no Protestants or other interested persons present.

Testimony and evidence offered revealed that the subject property is a rectangular shaped parcel, 50' wide by 135' deep, located between Wagner Avenue and School House Lane, south of Sparrows Point Boulevard in Edgemere. The property is comprised of two lots, namely Lots 11 and 12 of the subdivision of the Kosciuszko property, and contains a combined area of 0.155 acres, more or less, zoned D.R.5.5. As shown on the site plan, the property is improved with a 1½-story frame duplex-style building in the front portion of the site, and a detached block garage and macadam driveway in the rear. Mr. Brandimarto testified that he has owned and resided on the property since 1991. He testified that the building was constructed in 1953 as a multi-family dwelling and that at the time of his purchase, it contained four apartments. He indicated there are two side by side apartments on the first floor, a third apartment on the second floor, and a basement apartment in which he resides. It appears from photographs submitted at the hearing that the building was originally constructed as a duplex-style dwelling. There are also two separate water meters shown. Apparently, the instant Petition was filed in response to an

ORDER RECEIVED FOR FILING

Date

6/23/04

By

[Signature]

anonymous complaint that was registered with the Code Enforcement Division of the Department of Permits and Development Management (DPDM). The Petitioner indicated that the former boyfriend of one of his tenants allegedly filed the complaint.

In support of his request, the Petitioner submitted a letter from a former neighbor, Lawrence Jackson, whose parents (Alfred and Virginia Bearman) resided to the rear of the subject property at 2519 School House Lane from approximately 1938 until 2002. Mr. Jackson's letter was unclear as to the number of apartments that existed and left gaps in terms of the use of the property. However, he did indicate that he lived to the rear of the subject property until 1956 when he joined the Navy and that the building was always used as a rental property and housed multiple residents, including a former girlfriend who lived in one of the apartments in 1955. I advised the Petitioner that clear and persuasive testimony and evidence must be produced to show that the use existed prior to 1955 and that such use has been continuous and uninterrupted since that time. I allowed him three weeks from the date of the hearing to produce additional supporting documents. I also asked the Petitioner why the request was for two apartments, only, and he indicated that someone in the Zoning Review Division of DPDM advised him that he stood a better chance of getting relief for two apartments than for four. However, the Petitioner indicated he would prefer to get approval for all four existing units.

Subsequent to the hearing, Mr. Brandimarto submitted letters from a number of other individuals who were or are currently neighbors of the subject property. Some of these letters indicated that the building contained three apartments, while others indicated there were four units. The most persuasive letters were from prior owners, namely, Edward R. Wagner and Roger D. Hargis. Mr. Wagner wrote that the building was used as a four-apartment building from 1978 until he sold it to the Petitioner in 1991. Mr. Hargis stated that the building was used as four apartments while he owned it from 1972 to 1978. Although all of the letters confirmed the multi-apartment use of the dwelling since it was built in 1953, none could attest to its use as four apartments since that time.

Section 104 of the B.C.Z.R. governs nonconforming uses in Baltimore County. A nonconforming use is defined in Section 101 of the B.C.Z.R. as "A legal use that does not conform to a use regulation for the zone in which it is located or to a special regulation applicable to such a use." Often, the

ORDER RECEIVED FOR FILING

Date 6/23/04

BY [Signature]

nonconforming use designation is applied to grandfather an otherwise illegal use. If the Petitioner can establish that the use began prior to the effective date of the zoning regulation which prohibited such use, and the use has continued without interruption since that time, that use may continue as nonconforming.

In this case, the relevant date is March 30, 1955, the date the current B.C.Z.R. were adopted. Based upon the testimony and evidence presented, I am persuaded to grant relief for three apartments. The fact that the house was built as a duplex-style dwelling is easily persuasive that it has always contained at least two separate living units. The third and fourth apartments are more difficult to prove; however, it does appear that a third apartment existed prior to 1955 and that the use of the property as three apartments has been continuous and without interruption since that time. Although a fourth apartment was apparently created in the early 1970s, the evidence presented was insufficient to prove that it existed prior to the effective date of the zoning regulations prohibiting such use and thus, cannot remain. Therefore, I shall approve the use of the subject property as nonconforming for no more than three apartments.

Pursuant to the advertising, posting of the property and public hearing on this Petition held, and for the reasons set forth above, modified relief shall be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 23rd day of June 2004 that three apartments have existed on the property since prior to 1955, and as such, are nonconforming, and thus, the Petition for Special Hearing, as modified herein, be and is hereby GRANTED.

IT IS FURTHER ORDERED that the fourth apartment must be removed within ninety (90) days of the date hereof; and,

IT IS FURTHER ORDERED that any appeal of this decision must be entered within thirty (30) days of the date hereof.



LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

ORDER RECEIVED FOR FILING
Date 6/23/04
By [Signature]

Zoning Commissioner

Suite 405, County Courts Building
401 Bosley Avenue
Towson, Maryland 21204
Tel: 410-887-3868 • Fax: 410-887-3468



Baltimore County

James T. Smith, Jr., County Executive
Lawrence E. Schmidt, Zoning Commissioner

June 23, 2004

Mr. Anthony Brandimarto
2519 Wagner Avenue
Baltimore, Maryland 21219

RE: PETITION FOR SPECIAL HEARING
E/S Wagner Avenue, 414' S of the c/l Sparrows Point Boulevard
(2519 Wagner Avenue)
15th Election District – 7th Council District
Anthony Brandimarto - Petitioner
Case No. 04-467-SPH

Dear Mr. Brandimarto:

Enclosed please find a copy of the decision rendered in the above-captioned matter. The Petition for Special Hearing has been granted, in accordance with the attached Order.

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Department of Permits and Development Management office at 887-3391.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lawrence E. Schmidt".

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

cc: People's Counsel; Case File

Visit the County's Website at www.baltimorecountyonline.info





Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 2519 Wagner Ave
which is presently zoned DR 5.5

This Petition shall be filed with the Department of Permits and Development Management. 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 Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

The nonconforming use of two apartments

Property is to be posted and advertised as prescribed by the zoning regulations.

I, or we, agree to pay expenses of above Special Hearing, advertising, posting, etc. and further agree to and are to be bounded 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/Lessee:

Name - Type or Print

Signature

Address Telephone No.

City State Zip Code

Attorney For Petitioner:

Name - Type or Print

Signature

Company

Address Telephone No.

City State Zip Code

Legal Owner(s):

ANTHONY BRANDIMARTO
Name - Type or Print

Anthony Brandimarto
Signature

Name - Type or Print

Signature

2519 WAGNER AVE (410)477-6938
Address Telephone No.

BALTO. MD 21219
City State Zip Code

Representative to be Contacted:

Same as above
Name

Address Telephone No.

City State Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING _____

UNAVAILABLE FOR HEARING _____

Reviewed By LM Date 4/13/04

ORDER RECEIVED FOR FILING

Date 4/13/04
By [Signature]

Case No. 04-467-SP4

Zoning Description

ZONING DESCRIPTION FOR 2519 Wagner Ave

Beginning at a point on the East side of

Wagner Ave 45' wide

wide at the distance of 414' South of the

centerline of the nearest improved intersecting street

Sparrows Point Blvd.

Being lot's # 11 + 12

Block - Section - in the subdivision of Koscusko
as recorded in Baltimore County Plat Book # 10 Folio # 103

containing 6750 sq. ft. Also known as 2519 Wagner Ave,

and located in the 15th Election District, 7 Councilmanic District

467

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

No. 35702

DATE 4/13/04 ACCOUNT 0010066150

AMOUNT \$ 65.00

RECEIVED FROM: A. BRANDIMARTE

FOR: 04-467-3PL

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

PAID RECEIPT

BUSINESS ACTUAL TIME WORK
4/13/2004 4/13/2004 10:33:08 9

REG. NO. 06 MALKIN KNECH RYH

>> RECEIPT # 249802 4/13/2004 DPLN

Dept. 5 520 ZENING VERIFICATION

CR NO. 035702

Receipt Tot \$65.00
\$0.00 CK \$65.00 (0)
Baltimore County, Maryland

CASHIER'S VALIDATION

**NOTICE OF ZONING
HEARING**

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing in Towson, Maryland on the property identified herein as follows:

Case: #04-467-SPH
2519 Wagner Avenue
E/side of Wagner Avenue
419 feet s/of centerline of
Sparrows Point Road
15th Election District
7th Councilmanic District
Legal Owner(s):

Anthony Brandimarte
Special Hearing: to permit
the nonconforming use of
two apartments.
Hearing: Thursday, June
3, 2004 at 10:00 a.m. in
Room 407, County Courts
Building, 401 Bosley Ave-
nue.

LAWRENCE E. SCHMIDT
Zoning Commissioner for
Baltimore County

NOTES: (1) Hearings are
Handicapped Accessible;
for special accommodations
Please Contact the
Zoning Commissioner's Office
at (410) 887-4386.

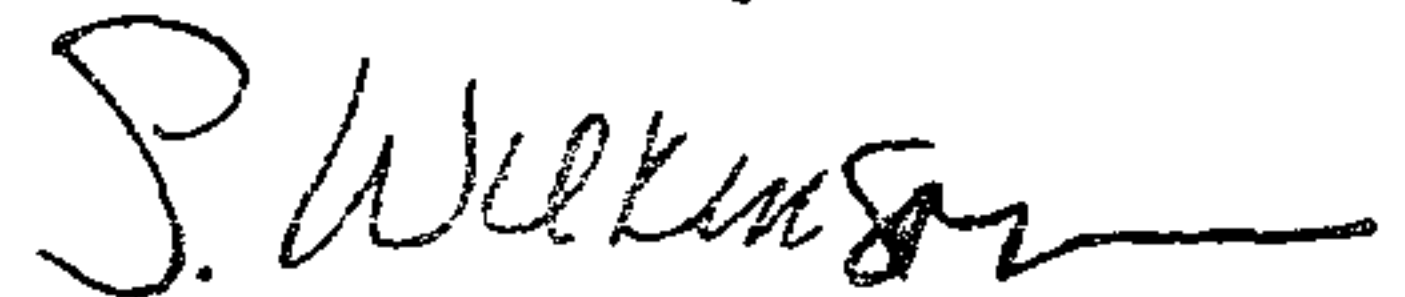
(2) For information concern-
ing the File and/or Hearing,
Contact the Zoning Review
Office at (410) 887-3391.
JT5/713 May 18 1526

CERTIFICATE OF PUBLICATION

5/18/, 2004

THIS IS TO CERTIFY, that the annexed advertisement was published in the following weekly newspaper published in Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 5/18/, 2004.

- The Jeffersonian
- Arbutus Times
- Catonsville Times
- Towson Times
- Owings Mills Times
- NE Booster/Reporter
- North County News



LEGAL ADVERTISING

CERTIFICATE OF POSTING

RE: Case No.: 04-467-SPH

Petitioner/Developer: ANTHONY
BRANDIMARTO

Date of Hearing/Closing: JUNE 3, 2004

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

ATTN: Kristen Matthews {(410) 887-3394}

Ladies and Gentlemen:

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

2519 WAGNER AVE

The sign(s) were posted on

5/16/04
(Month, Day, Year)

Sincerely,

Robert Black 5/16/04
(Signature of Sign Poster) (Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

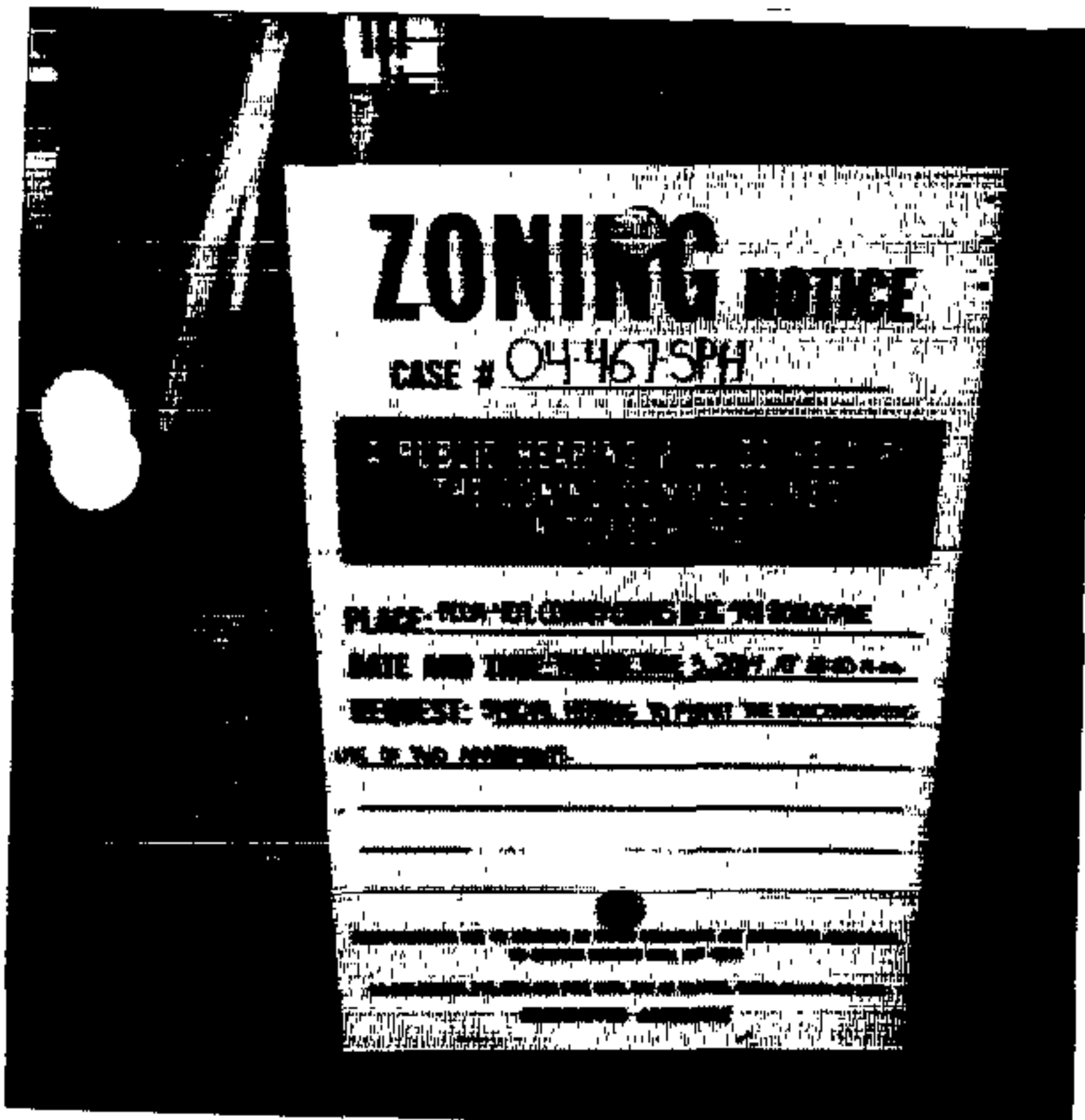
(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)





Director's Office
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204
Tel: 410-887-3353 • Fax: 410-887-5708

April 15, 2004

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 04-467-SPH

2519 Wagner Avenue

E/side of Wagner Avenue, 419 feet s/of centerline of Sparrows Point Road

15th Election District – 7th Councilmanic District

Legal Owner: Anthony Brandimarto

Special Hearing to permit the nonconforming use of two apartments.

Hearing: Thursday, June 3, 2004, at 10:00 a.m. in Room 407, County Courts Building,
401 Bosley Avenue

A handwritten signature in black ink that reads "Timothy Kotroco".

Timothy Kotroco
Director

TK:klm

C: Anthony Brandimarto, 2519 Wagner Avenue, Baltimore 21219
Code Enforcement

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY WEDNESDAY, MAY 19, 2004.**
- (2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
- (3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

TO: PATUXENT PUBLISHING COMPANY
Tuesday, May 18, 2004 Issue - Jeffersonian

Please forward billing to:

Anthony Brandimarto
2519 Wagner Avenue
Baltimore, MD 21219

410-477-6938

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 04-467-SPH

2519 Wagner Avenue

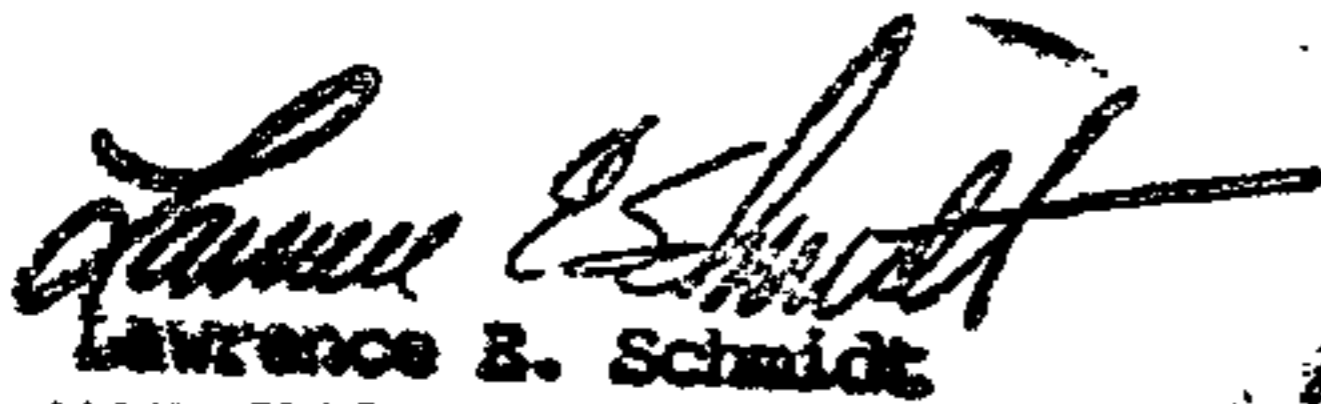
E/side of Wagner Avenue, 419 feet s/of centerline of Sparrows Point Road

15th Election District – 7th Councilmanic District

Legal Owner: Anthony Brandimarto

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Hearing: Thursday, June 3, 2004, at 10:00 a.m. in Room 407, County Courts Building,
401 Bosley Avenue



LAWRENCE E. SCHMIDT

ZONING COMMISSIONER FOR BALTIMORE COUNTY

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
- (2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

DEPARTMENT OF PERMITS AND DEVELOPMENT
MANAGEMENT

ZONING REVIEW

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING
HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least fifteen (15) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID

For Newspaper Advertising:

Item Number or Case Number 04-467-SPH
Petitioner ANTHONY BRANDIMARTO
Address or Location 2519 WAGNER AVE BALTO. MD. 21219

PLEASE FORWARD ADVERTISING BILL TO

Name ANTHONY BRANDIMARTO
Address 2519 WAGNER AVE
BALTO. MD. 21219

Telephone Number 410 477-6938



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

*James T. Smith, Jr., County Executive
Timothy M. Kotroco, Director*

May 24, 2004

Anthony Brandimarto
2519 Wagner Avenue
Baltimore, Maryland 21219

Dear Mr. Brandimarto:

RE: Case Number:04-467-SPH, 2519 Wagner Avenue

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on April 13, 2004.

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

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

Very truly yours,

A handwritten signature in black ink that reads "W. Carl Richards, Jr.".

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR: clb

Enclosures

c: People's Counsel



Fire Department

700 East Joppa Road
Towson, Maryland 21286-5500
Tel: 410-887-4500



Baltimore County

James T Smith, Jr., County Executive
John J Hohman, Chief

County Office Building, Room 111
Mail Stop #1105
111 West Chesapeake Avenue
Towson, Maryland 21204

April 20, 2004

ATTENTION: Rebecca Hart

Distribution Meeting of: April 26, 2004

Item No.: 457-⁴⁶⁷469

Dear Ms. Hart:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

6. The Fire Marshal's Office has no comments at this time.

LIEUTENANT JIM MEZICK
Fire Marshal's Office
PHONE 887-4881
MS-1102F

cc: File





Robert L. Ehrlich, Jr., *Governor*
Michael S. Steele, *Lt. Governor*

Robert L. Flanagan, *Secretary*
Neil J. Pedersen, *Administrator*

MARYLAND DEPARTMENT OF TRANSPORTATION

Date: 4.19.04

Ms. Kristen Matthews
Baltimore County Office of
Permits and Development Management
County Office Building, Room 109
Towson, Maryland 21204

RE: Baltimore County
Item No. 467 LTM

Dear Ms. Matthews:

This office has reviewed the referenced item and we have no objection to approval as it does not access a State roadway and is not affected by any State Highway Administration projects.

Should you have any questions regarding this matter, please contact Larry Gredlein at 410-545-5606 or by E-mail at (lgredlein@sha.state.md.us).

Very truly yours,

K Kenneth A. McDonald Jr., Chief
Engineering Access Permits Division

My telephone number/toll-free number is _____

Maryland Relay Service for Impaired Hearing or Speech: 1.800.735.2258 Statewide Toll Free

Street Address: 707 North Calvert Street Baltimore, Maryland 21202 Phone: 410.545.0300 www.marylandroads.com



BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO: Tim Kotroco

FROM: R. Bruce Seeley *RBS/TDD*

DATE: April 5, 2004

SUBJECT: Zoning Items # See List Below

Zoning Advisory Committee Meeting of March 8, 2004

X The Department of Environmental Protection and Resource Management has no comments on the following zoning items:

04-457

04-458

04-459

04-460

04-461

04-462

04-465

04-466

04-467

04-468

04-468

04-469

Reviewers: Sue Farinetti, Dave Lykens

6/3
AS

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Timothy M. Kotroco, Director
Department of Permits and
Development Management

DATE: April 23, 2004

FROM: Arnold F. 'Pat' Keller, III
Director, Office of Planning

RECEIVED

APR 28 2004

SUBJECT: 2519 Wagner Avenue

ZONING COMMISSIONER

INFORMATION:

Item Number: 4-467

Petitioner: Anthony Brandimarto

Zoning: DR 5.5

Requested Action: Special Hearing

SUMMARY OF RECOMMENDATIONS:

Staff visited the subject site and observed four (4) mailboxes – 2519A, 2519B, 2519C, and 2519D. However, the petitioner is requesting “the nonconforming use of two apartments.” It is contingent upon the petitioner to establish the history for the non-conforming use. This office has determined that the petitioner’s lot is not large enough to support 4 dwelling units, per Section 402 of the BCZR.

Prepared by: Maet A. Camp

Division Chief: Alma Terhune

AFK/LL:MAC:

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Timothy M. Kotroco, Director
Department of Permits &
Development Management

DATE: May 19, 2004

FROM: *Rob* Robert W. Bowling, Supervisor
Bureau of Development Plans
Review

SUBJECT: **Zoning Advisory Committee Meeting
For April 26, 2004
Item No. 467**
*(originally submitted as Item No. 442 –
the correct Item No. is 467)*

The Bureau of Development Plans Review has reviewed the subject-zoning item.

The issue of on-site parking should be addressed.

RWB:cab

cc: File

RE: PETITION FOR SPECIAL HEARING
2519 Wagner Avenue; E/side of Wagner
Avenue, 419' S c/line of Sparrows Pt Rd
15th Election & 7th Councilmanic Districts
Legal Owner(s): Anthony Brandimarto
Petitioner(s)

* BEFORE THE
* ZONING COMMISSIONER
* FOR
* BALTIMORE COUNTY
* 04-467-SPH

* * * * *

ENTRY OF APPEARANCE

Please enter the appearance of People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and the passage of any preliminary or final Order. All parties should copy People's Counsel on all correspondence and documentation filed in the case.

Peter Max Zimmerman
PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio
CAROLE S. DEMILIO
Deputy People's Counsel
Old Courthouse, Room 47
400 Washington Avenue
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of April, 2004, a copy of the foregoing Entry of Appearance was mailed to Anthony Brandimarto, 2519 Wagner Avenue, Baltimore, MD 21219, Petitioner(s).

RECEIVED

APR 19 2004

Per.....

Peter Max Zimmerman
PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Case Entry/Update

Mode . . . : CHANGE

Format . . . : CASREC

File . . . : PDLV0001

Dt Rec: 1132004 Intake: JG Act: _____ Case #: 04-0299

Insp: _____ Insp Grp: ENF Insp Area: 12 Tax Acct: 1520199500

Address: 2519 WAGNER AVE Apt #: _____ Zip: 21219

Problem Descript.: 4 APTS, TOO MANY TENANTS?, LIVABILITY ISSUES, FIRE HAZARD, ETC

MAP 45E11

Complainant Name (Last): ANONYMOUS (First): WALK IN

Complainant Addr: _____

Complainant City: _____ State: _____ Zip: _____

Complainant Phone (H): _____ (W): _____

Date of Reinspection: 4282004 Date Closed: _____ Delete Code (P): _____

F3=Exit

F5=Refresh

F6=Select format

F9=Insert

F10=Entry

F11=Change

Violation pack (2 pages only)

Case No: 04-467-SPH

Case Entry/Update

Format : CASREC

Mode : CHANGE

File : PDLV0001

Notes: ****1/15/04, NOTICE ISSUED FOR ILLEGAL CONVERSION, JT&D, RV (BOAT & TRAILER), U/V (CADILLAC W/EXP TAGS), CANS W/O LIDS, ANONYMOUS COMPL, P/U 2/5/04, DJT/CO****

****2/4/04, REINSPECTION FOUND ALL EXTERIOR ITEMS ARE RESOLVED, OWNER TALKED TO J.J. & HAS BEEN GIVEN AN EXTENSION UNTIL 4/5/04 TO FILE FOR NON-CONFORMING USE FOR 2 APTS, ANONYMOUS COMPL, DJT/CO****

02/05/04 EXTEND CASE TO 04/05/04. SEE LETTER DATED 02/05/04. JHT/LRS

****4/13/04, OWNER HAS APPLIED FOR A PUBLIC HEARING, CASE # 04-467 SPH, P/U 4/28/04 TO SEE IF A HEARING DATE IS SET, ANONYMOUS COMPL, DJT/CP****

F3=Exit
F9=Insert

F5=Refresh
F10=Entry

F6=Select format
F11=Change

CASE # 04-467

MR. LAWRENCE SCHMIDT

ATT
RECEIVED

SUBJECT
JUN 21 2004

ZONING COMMISSIONER

WAGNER AVE

BALTIMORE, MARYLAND 21219

I, ROGER D HARGIS, BOUGHT

2519 WAGNER AVE IN 1972,

AT THAT TIME IT WAS 3

APARTMENTS. I HAD 3 TENANTS,

ONE AN OLDER LADY & GENTLEMEN

MR. & MRS JAMES BROOKS HAD LIVED

THERE FOR YEARS. THE BUILDING

HAS ALWAYS HAD TWO FRONT

DOORS, AND BASEMENT ENTRANCE

THE BATHROOMS ARE IN THE

HOUSE PLANNING; NOT ADD
ON'S LATER.

THERE'S NOT MUCH MORE
TO SAY EXCEPT I BOUGHT
IT AS A ~~RESIDENTIAL~~ MULTIPLE
DWELLING AND SOLD IT AS
SUCH.

Thank You.
Ray D Hargis
ROGER D. HARGIS
8 DIMELY CT.
BALTIMORE, MD.

P.S. IF YOU
HAVE ANY QUESTIONS
FEEL FREE TO
ASK.

Home Phone # 410 335-7561 Cell # ⁴¹⁰ 299-4944

RECEIVED

JUN 18 2004

Mr. Schmidt

ZONING COMMISSIONER

I, Edward Wagner bought the house at 2519 Wagner Ave from Roger Hargis on February 28, 1978. I lived there and owned it till 1991, the house was 4 apartments all the time. Sold the house to Tony in 1991.

If you have any questions for me please call me - 410 284-7445

Sincerely,

Edward R. Wagner

RECEIVED

JUN 10 2004

ZONING COMMISSIONER

Richard Dickinson
2508 Wagner Ave
Balto. Md 21219

June 8 2004

Mr. L. Schmidt

I'm writing on behalf of Anthony Brandimarto. I moved to Wagner Ave, in September of 1974. His house has always been 4 apartments.

Sincerely
Richard Dickinson

June 7, 2004

RECEIVED

JUN 10 2004

Mary F. Wagner
2514 Wagner Ave
Balto. Md. 21219

ZONING COMMISSIONER

Dear Mr. Schmitt.

I have lived on Wagner Ave
for 32 years. (1972)

When I moved here
Roger Hargis & his wife lived
in the basement.

As far back as I can
remember - Bessie Stewart
and her family lived on the
left hand side (looking directly
in front of the house) upstairs.

A Korean family lived on the
left hand side under Bessie.
(Over Mr. Hargis' wife was

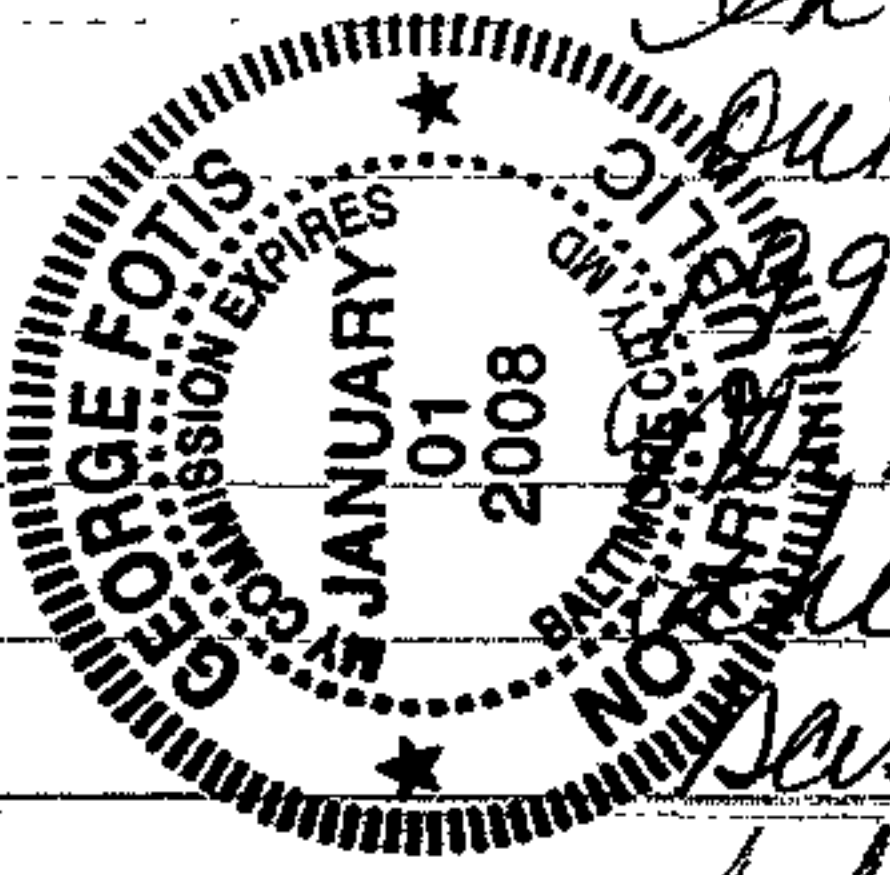
Koreans - they were friends
of her.

On the right hand side above
Tony was another family.
My son Bobby played with
their boy "Roy".

I am sure Roger Hargis
can substantiate this and
would also know the last
names of the other three
tenants.

These residents were between 1973 -
1976.
Mary Wigner

My mother and father Virginia L Bearman and Alfred L Bearman lived a 2519 schoolhouse Ln. The Bearman family has lived there since 1910, and has always known 2519 Wagner Ave as commercial property since 1953 or around that time. It was always rental property for families from Bethlehem Steel or the shipyard in the one apartment it housed my old girlfriend back in 1955 I left for the Navy in 1956 where I resided in Newport RI since 1956 - 1988 where I returned to the old family home at that time. Roger and Kim owned the ~~same~~ apartment building living in the basement apartments and renting out the apartments upstairs until 1991 when they sold the property to Anthony Brandimarta where he kept on the residents and himself lives in the basement apt. we the Bearman family sold and moved 1 1/2 years ago and we still remain great friends with the Brandimarta family.



SUBSCRIBED AND BORN TO BEFORE ME
 THIS 19 DAY OF April, 2004
 BY Joseph Silva
 NOTARY PUBLIC

FN) Our house 2519 schoolhouse Ln was a boarding house since 1938 before we sold out
 Joseph Silva
 Virginia L Bearman
 Lawrence Jackson
 530 46th Taylor MD
 410 282-2784



Anthony Brandimarto
2519 Wagner Ave.
Baltimore, MD 21219-1749

would you please
write a letter to
Mr. J. Schmidt telling
him in your own words
that as long as you have
lived here on Wagner Ave.
that my address at 2519
Wagner Ave. has been
4 apartments also let
them know that you
have lived on Wagner
Ave. for years.

Anthony Brandimarto

(410) 477-6938

Lawrence E. Schmidt
Zoning Commissioner

Case No. 04-467

Baltimore County - Courts Building
Suite 405
Zoning Commissioner's Office
401 Bosley Avenue
Towson, Maryland 21204

410-887-4386 Fax: 410-887-3468



Mr. Lawrence Schmidt

Sir, I am writing this letter to let you know that I have lived on Schoolhouse Lane, Edgemere 21219 since 1941. When I was 13 years old I would ride my bike up & down Schoolhouse Lane. I remember the apartment house at 2519 Wagner Ave. Some of the people from the apartment house would turn around in our yard. One side of the apartment building is on Wagner Ave and the other side is on Schoolhouse Lane. To the best of my knowledge this apartment building has been four apartments.

RECEIVED

JUN 21 2004

ZONING COMMISSIONER

Sincerely
Frank Weber

Home 410-477-1813

June 10, 2004

RECEIVED

JUN 14 2004

ZONING COMMISSIONER

Mr. Lawrence E. Schmidt
Zoning Commissioner
Baltimore County Courts Building
Suite 405
401 Bosley Avenue
Towson, MD 21204

RE: Anthony Brandimarto Case

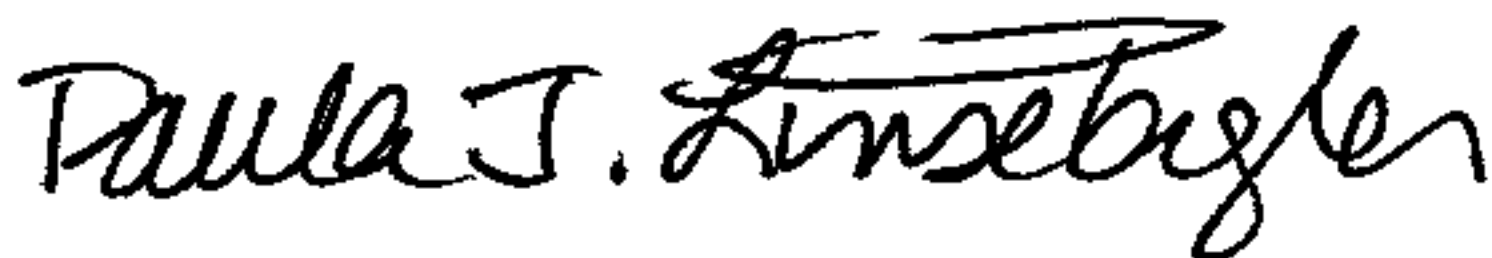
Dear Mr. Schmidt:

My name is Paula J. Linsebigler (nee Dickinson) and I am a neighbor of Anthony Brandimarto. I have lived on Wagner Avenue since I was twelve (12) years old. I lived at 2508 Wagner Avenue until I was twenty-eight (28) years old and have lived at 2521 Wagner Avenue since then. My grandmother lived on Sparrows Point Road, which is the major connecting road to Wagner Avenue.

Prior to moving to Wagner Avenue I would visit my grandmother and remember playing with neighborhood children, including those who lived at Mr. Brandimarto's address, 2519 Wagner Avenue. I went to that address many times to visit friends and recall it being four (4) different living areas for at least thirty (30) years.

If you should need further information from me, contact me at (410) 477-2034.

Thank you,



Paula J. Linsebigler



Disclosure Information Concerning Real Estate Transactions for Buyers and Sellers and Landlords and Tenants.

This information is given to you so that you may be informed regarding your rights and responsibilities during the marketing, sale and leasing of real estate. All real estate brokers and their sales associates are subject to the Maryland Real Estate license laws. In addition, the associates of O'Conor, Piper & Flynn, as REALTORS®, are held to a higher standard of practice. Further, the Sales Guide and Mission Statement of O'Conor, Piper & Flynn, REALTORS® requires superior standards of performance and ethical conduct.

EQUAL HOUSING

Brokerage services, related financial and title insurance service and all real estate are offered without regard to race, color, religion, sex, handicap, familial status or national origin.

O'Conor, Piper & Flynn, REALTORS® is a participant in the Voluntary Affirmative Marketing Agreement (VAMA).

SERVICE TO BUYER AND TENANT

Buyers and tenants are usually not clients of real estate brokers, but as customers they are entitled to receive fair, honest and competent services.

In conformance with the laws and ethics of real estate brokerage, O'Conor, Piper & Flynn, REALTORS® pledges to:

- provide information on properties utilizing computerized multi-list systems;
- arrange for inspection of any property offered for sale regardless of listing broker;
- describe and explain the attributes and amenities of any listed property;
- assist in obtaining mortgage financing, title insurance, homeowners insurance and home warranty;
- assist in preparing a lease or an offer to purchase and to arrange for prompt presentation to the seller; and
- provide assistance in reaching successful closing.

SERVICE TO SELLER AND LANDLORD

Sellers and landlords who retain brokers and sales associates as agents and sub-agents are entitled to receive:

- absolute fidelity in the real estate matter involved;
- marketing expertise including valuation services, sales and marketing networking and other assistance;
- prompt presentation and evaluation of all offers of sale or rental;
- if desired, the opportunity to review any additional offers received after acceptance of offer; and
- management of the transactions to successful closing.

--over--

OTHER PROFESSIONAL SERVICES

Buyers and tenants may choose to retain the services of a real estate broker or attorney to provide agency representation in the purchase or lease of real property. Should that election be made, a written contract between buyer/tenant and real estate broker/attorney should be entered into which establishes the responsibilities of both parties and specifies the manner by which the agent will be compensated.

Buyers and sellers and tenants and landlords may retain the services of other professionals such as lawyers, tax advisors or other professional and/or technical persons.

AGENCY: NOTICE TO BUYERS/TENANTS

Unless otherwise noted in writing, you, the buyer or tenant in the purchase or lease of residential property, acknowledge that O'Connor, Piper & Flynn, REALTORS® and the real estate licensees will be representing the owner and will be the agent or sub-agent of the owner of the real property involved.

As agent or sub-agent of the owner of the real property involved, O'Connor, Piper & Flynn, REALTORS® and the real estate licensees have an obligation of absolute fidelity to protect and promote the interest of the owner, although O'Connor, Piper & Flynn, REALTORS® and the real estate licensees are not relieved from their statutory obligations toward other parties.

If you have any questions regarding the role and responsibilities of real estate brokers or sales associates, please do not hesitate to ask.

I/we have received, read and understood the information contained in this disclosure.

Anthony Brandemante
Buyer or Tenant

Buyer or Tenant

Address

Telephone

3-30-91
Date

I certify that I have provided the buyer or tenant named above with a copy of this "Disclosure Information Concerning Real Estate Transactions."

O'Connor, Piper & Flynn sales associate

EW White
Signature

3/30/91
Date

Time : a.m./p.m.





LIBER _____
FOLIO _____
MLS LISTING # _____

Selling Office: O'Conor Piper & Flynn
Selling Associate: Vi White
Listing Office: _____
Listing Associate: _____

CONV
OPF 6/88
MLS Broker # 6915
Off. Phone: 823-6111
MLS Broker # _____
Off. Phone: _____



THIS CONTRACT OF SALE, made this _____ day of _____, 19____ between
Buyer Anthony Brandimarto
Present Address 2118 Calmeron Drive, Balto, Md. 21222 and
Seller _____
Present Address _____

Witness that the Seller does hereby bargain and sell unto Buyer, and Buyer does hereby purchase from Seller the following described Property IN FEE SIMPLE
 SUBJECT TO A GROUND RENT: (If the Property is subject to a ground rent and is to be conveyed subject to a ground rent see the attached addendum.)

KNOWN AS 2519 Wagner Ave, Balto, Md. 21219
lying in _____ City/County of State of Maryland; including improvements thereon and all rights and appurtenances thereto belonging or in anywise thereto appertaining.

PURCHASE PRICE SHALL BE Eighty five thousand four hundred twenty DOLLARS (\$ 85,420.00)
of which a deposit of five hundred DOLLARS (\$ 500.00)
in the form of check has been paid at the signing hereof, the receipt of which is hereby acknowledged, the balance to be paid as follows:

An additional deposit of \$ _____ within _____ days from the date of Contract, and the remaining balance of the purchase price will be paid to Seller in cash at settlement.

1. SETTLEMENT: Settlement shall be on May 31, 1991 or sooner by mutual agreement between the parties.

2. FINANCING: Buyer expressly agrees to apply for a conventional mortgage loan within seven (7) days from the date of Contract, to provide all necessary papers and information required to complete processing of such application including resubmission and appeal and to otherwise diligently and in good faith take all necessary steps to secure a 30 year mortgage loan in the amount of \$ 60,500.00 with initial interest thereon not to exceed 9 1/2 % per annum (this interest rate may be fixed, adjustable or graduated). Buyer agrees to promptly furnish a copy of such commitment to the Seller or Seller's agent. In the event Buyer is unable to obtain a commitment for the aforementioned financing on or before 45 days after loan app, COMMITMENT DATE, through no lack of diligence or good faith on the Buyer's part, this Contract shall be declared null and void and all monies on deposit shall be immediately returned to Buyer upon execution of release of Contract by all parties. Any action taken by Buyer after acceptance of this Contract which is detrimental to qualifying the Buyer for financing shall give the Seller the right to declare the deposit forfeited. Neither this Contract nor the granting of Buyer's mortgage loan referred to herein is to be conditioned or contingent in any manner upon the sale or settlement of any other real estate unless such contingency is also a part of this Contract. Monthly mortgage payment to include principal and interest plus one-twelfth (1/12) of the annual real estate taxes, fire/casualty insurance, ground rent and private mortgage insurance (if any) and flood insurance, if required.

MORTGAGE FEES: The Buyer agrees to pay the lender mortgage origination and placement fees not to exceed 2 1/2 % of the mortgage amount. The Seller agrees to pay the lender a mortgage placement fee not to exceed 0.75 % of the mortgage amount. Buyer and Seller understand that mortgage placement fees are based on the present mortgage market and Buyer and/or Seller may benefit from any reduction of said placement fees. Buyer and Seller agree to share proportionately as shown above in any such reduction of placement fees. Buyer agrees to pay any additional fees including mortgage insurance premiums required by the lender for closing.

3. ALTERNATE FINANCING: Provided Buyer satisfies Buyer's obligation under paragraph 2, Buyer may make application for a mortgage whose terms are different than those specified in paragraph 2, provided that a) conditions for granting the mortgage are not more restrictive or stringent than stated above, b) the differing mortgage terms do not increase closing cost to Seller, c) the time allowed for mortgage commitment does not exceed the time called for above, and d) the Buyer meets all prescribed standards of timeliness, good faith and diligence. Upon notification to the Buyer from said lending institution or party that the financing as applied for has been approved and a loan commitment granted, the preceding mortgage conditions of this agreement shall be deemed to have been fully satisfied and of no further effect.

4. TERMITE INSPECTION: Seller authorizes Buyer to obtain, AT Buyer's EXPENSE, a report from a licensed pest control company that the Property is free and clear of any visible termites and other wood boring insects. If any infestation or any damage is present, then the Property shall be treated at Seller's expense to correct any such infestation. Any damage caused by any present or prior infestation shall be repaired at Seller's expense. In the event that the cost of the treatment and/or repairs called for above exceed 2% of the purchase price of the Contract, then Seller shall have the option of withdrawing from this Contract; however, if Buyer, at Buyer's option and expense, should choose to pay the cost of the treatment and/or repairs exceeding 2% then this Contract shall remain in effect. All decisions regarding the above shall be made and communicated in writing to the other party within 10 days from the receipt of the inspection report. In the event this Contract is voided under this provision, then all deposits hereunder shall be returned immediately to Buyer upon execution of release of Contract by all parties. The Property subject to this provision shall be residential dwellings, garages, and if agreed upon, by attached addendum, outbuildings or other improvements.

5. INCLUSIONS: Included in the purchase price shall be any fuel oil stored on the Property at time of settlement, all permanently attached fixtures, and the number of installed operating smoke detectors required by law. The purchase price shall also include the following, as now installed in or on the premises and owned by Seller: kitchen stove and oven, shades, screens, storm doors and windows, curtain rods, drapery hardware, awnings, trees and shrubbery, light fixtures, TV antenna, cable connections, security systems, dishwasher, garbage disposal, central air conditioning and wall to wall carpeting. Also included shall be the following:
4 stoves, 4 Refrigerators

EXCLUSIONS:

6. SPECIAL CONDITIONS:

7. HOME INSPECTION AND WARRANTY OPTIONS: The Buyer is hereby informed of the option to have the Property inspected at Buyer's risk and expense. The inspection can be made of the entire premises and it can specifically include a determination of soundness and water tight integrity of the structure, operation and suitability of major mechanical, electrical, plumbing, heating and cooling systems or the presence or absence of hazardous substances (such as radon gas, lead paint, asbestos, etc.). In addition or as an alternate a limited warranty can be purchased covering the major components of the Property. There are several firms which can be hired to perform inspections. The fees charged and the terms of the inspection contract can vary and should be ascertained by the Buyer prior to hiring the inspection firm. If the subject Property is part of a condominium, Buyer or Buyer's inspection firm will be given access to the common areas in order to perform inspections. Buyer acknowledges that neither Broker(s) nor their agents are responsible for the physical condition of the Property.

Inspection options Accepted (see attached addendum) AB Inspection options Declined _____
Buyer(s) initials Buyer(s) initials

8. DEPOSIT AND FEES: Seller recognizes O'Conor Piper & Flynn as the Listing Broker negotiating this Contract, and agrees to pay said Broker the brokerage fee for services rendered in the amount provided in the listing agreement between Seller and Listing Broker. These fees shall be deemed earned as of the date of the execution of this Contract or the date of satisfaction of all contingencies herein stated, whichever shall last 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 Listing Broker. Unless otherwise agreed by attached addendum, deposit monies submitted herewith shall be held in a non-interest bearing escrow account in accordance with the provisions of the Annotated Code of Maryland by the Listing Broker, and shall subsequently be distributed in accordance with this Contract. Deposits made in accordance with this Contract shall be deposited by the Listing Broker upon acceptance of this Contract. If Seller does not accept this offer, deposit shall be immediately returned to Buyer.

9. ADDENDUM: There are attached hereto (5) Addendum(a) which have been signed by the parties and are intended to be part of this Contract and to be enforced as a part hereof.

"THE CONDITIONS ON THE REVERSE SIDE OF THIS CONTRACT FORM A PART OF THIS CONTRACT"

MEMO

MEMO NO. C-299-9

RE: Instructions on use of OPF forms for compliance with escrow deposit interest law.

To assist sales associates with compliance with the new escrow interest law effective 10/1/89 we are forwarding two new forms:

1. ELECTION CONCERNING DISPOSITION OF CONTRACT DEPOSIT
OPF/BC 111 (10/89) (Use Blank Addendum Form #BF 340)
2. INSTRUCTIONS TO REAL ESTATE BROKER TO PLACE ESCROW DEPOSIT
MONIES IN AN INTEREST BEARING ESCROW ACCOUNT WITH INTEREST
PAYABLE TO THE MARYLAND HOUSING RESOURCE CORPORATION
OPF/BC 171 (10/89) (Use Blank Addendum Form #BF 340)

If the buyer selects the option of having interest paid to buyer/seller, it may be necessary to utilize the existing set of OPF forms (now in your Forms and Clause Book) Escrow BC 112 (12/86) Interest Bearing Escrow Account and IRS Form W-9. Note also that our present contract of sale form calls for deposits to be placed in a non-interest bearing escrow account.

The forms and sequence of use of forms have been designed to assure full compliance with the law and significantly ease the burden of having your sales associate explain the new law and obtain signatures without disrupting the buying-offer contract execution process.

Depending on the decision made by the buyer use of only BC 111 may be necessary - significantly simplifying the process.

The following sequence should be followed:

1. At the time of preparation of the offer, BC 111 should be presented to the buyer-it will present the law and options available. Regardless of decision made, buyer should be asked to sign the form and it becomes an addendum to the contract of sale. No additional form is required.

2. In the event buyer selects the option of having interest benefit MHRC, present MHRC form BC 171 (10/89) (new) and IRS W9. Obtain signatures and other necessary information. This set now becomes additional addendum.

3. In the event buyer selects the option of having interest payable to Buyer or Seller proceed as has been the case - name recipient of interest, enter social security number and sign BC112. Complete and have W-9 signed also. This set becomes addendum to the contract of sale.

Please note that EITHER Sept 2 or Step 3 is necessary, not both.

ADDENDUM TO CONTRACT OF SALE

INSTRUCTIONS TO REAL ESTATE BROKER TO PLACE ESCROW
DEPOSIT MONIES IN AN INTEREST BEARING ESCROW ACCOUNT
WITH INTEREST PAYABLE TO
THE MARYLAND HOUSING RESOURCE CORPORATION

- A. The Maryland Housing Resource Corporation is a non-profit organization formed by the State of Maryland to assist in providing for the construction and rehabilitation of low income housing.
- B. The Maryland Housing Resource Corporation, as a non-profit organization, is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986. Contributions to the Corporation are tax deductible to a taxpayer who itemizes deductions in accordance with existing IRS rules and regulations, subject to any maximum allowable amounts of charitable contributions allowed a taxpayer during any tax year.
- C. Buyer understand that a broker holding escrow deposit monies, as the nominee of the owner of the money, would be required to prepare and send a Form 1099-INT to all Buyers whose deposit monies were placed in an escrow account with interest paid to the benefit of Maryland Housing Resource Corporation. Buyers would then, in turn, be required to report the interest income as ordinary income on the Buyers' federal and state income tax returns and the Buyers would, therefore, be required to pay ordinary federal and state income taxes on such interest income, although the Buyer will not actually receive such interest income.
- D. Seller and Buyer have read and understand the above and understand that any interest earned on a deposit placed in an account for the benefit of the Maryland Housing Resource Corporation will be considered taxable income to the buyer.

**1-4 FAMILY RIDER
Assignment of Rents**

THIS 1-4 FAMILY RIDER is made this **7TH** day of **APRIL, 1999** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **FDB MORTGAGE, INC., A MARYLAND CORPORATION**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
**2519 WAGNER AVENUE
BALTIMORE, MD 21219**

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant **5**.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant **18** is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant **6** concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant **6** shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant

LOAN #: 981174775

to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower; (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received, and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

ANTHONY BRANDIMARTO

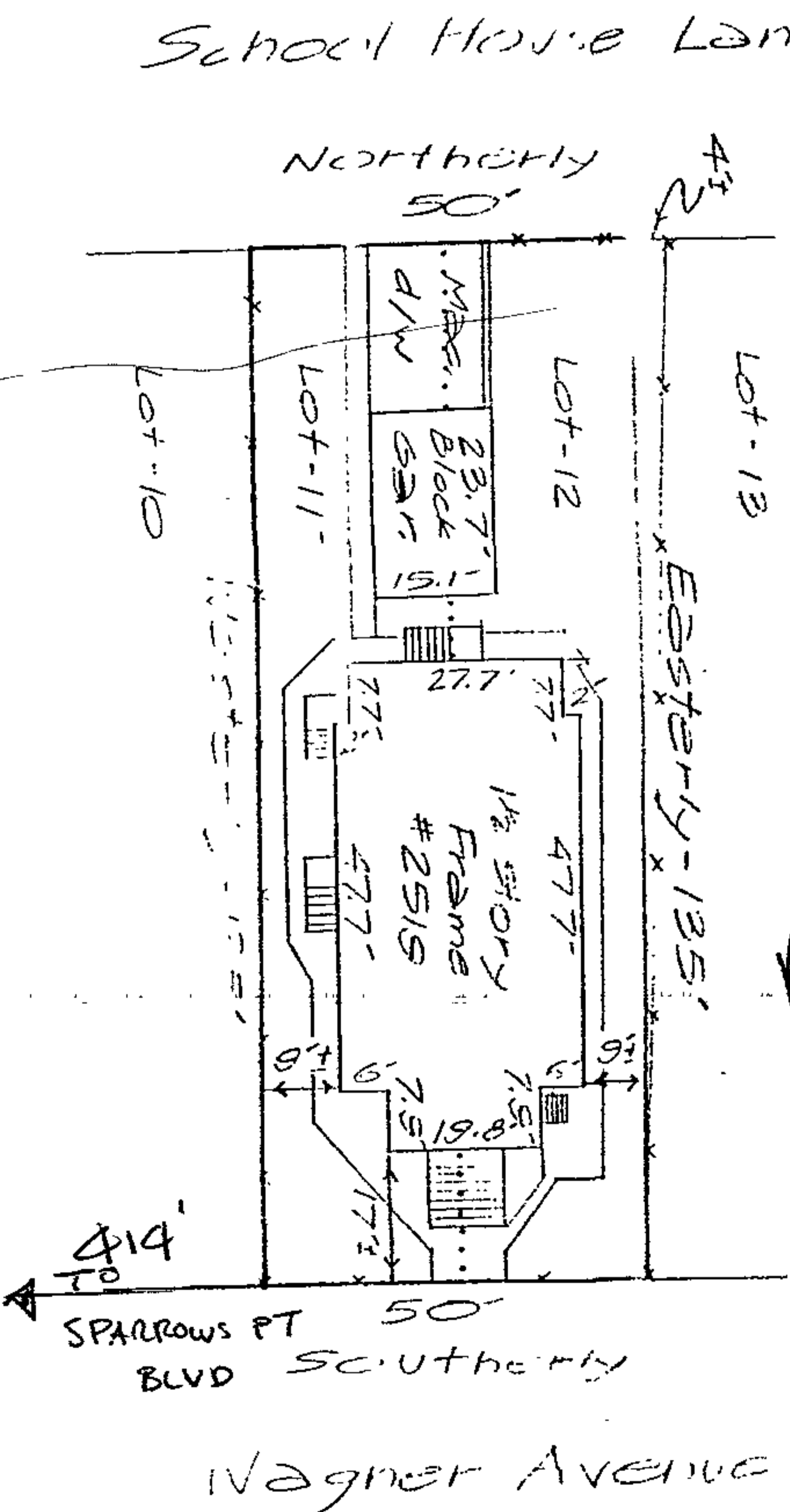
PLAT TO ACCOMPANY PETITION FOR ZONING VARIANCE SPECIAL HEARING

SEE PAGES 5 & 6 OF THE CHECKLIST FOR ADDITIONAL REQUIRED INFORMATION

PROPERTY ADDRESS 2519 Wagner Ave
 SUBDIVISION NAME Kosciuszko
 PLAT BOOK # 10 FOLIO # 103 LOT # 11-12 SECTION # 1
 OWNER Anthony Brandimarte

Note: Fence to be shown.

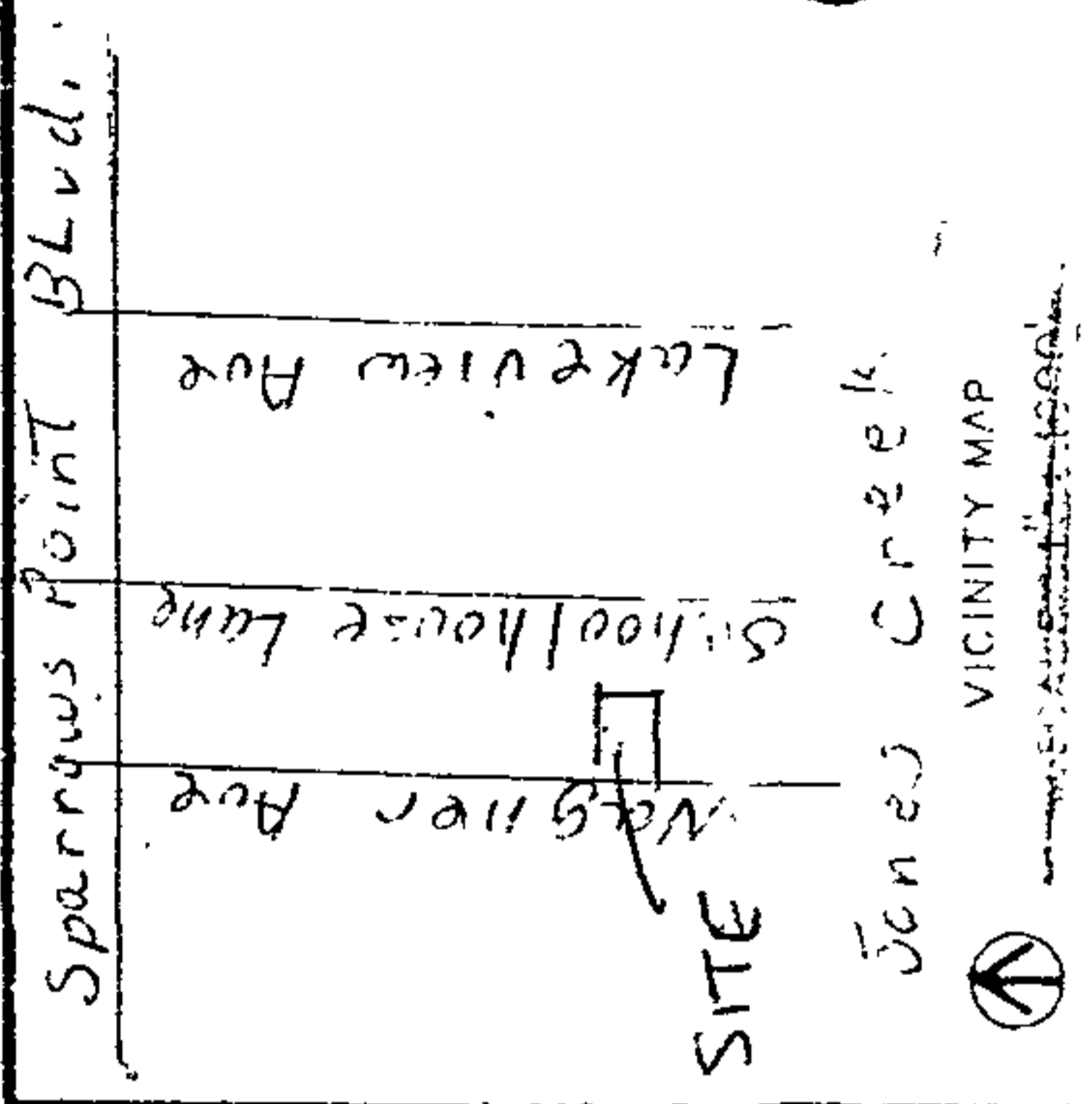
shown in zone C
 insurance program
 a map of Baito
 panel # 553



PREPARED BY A.B.

SCALE OF DRAWING: 1" = 30'

Handwritten signature/initials



LOCATION INFORMATION

ELECTION DISTRICT 157A

COUNCILMANIC DISTRICT 7

1" = 200' SCALE MAP # SE 7-H

ZONING PK-10

LOT SIZE 0.155 ACRES 6,750 SQUARE FEET

SEWER PUBLIC PRIVATE

WATER PUBLIC PRIVATE

CHESAPEAKE BAY CRITICAL AREA YES NO

100 YEAR FLOOD PLAIN YES NO

HISTORIC PROPERTY / BUILDING YES NO

PRIOR ZONING HEARING N/A

ZONING OFFICE USE ONLY

REVIEWED BY GM ITEM # 467 CASE # 1

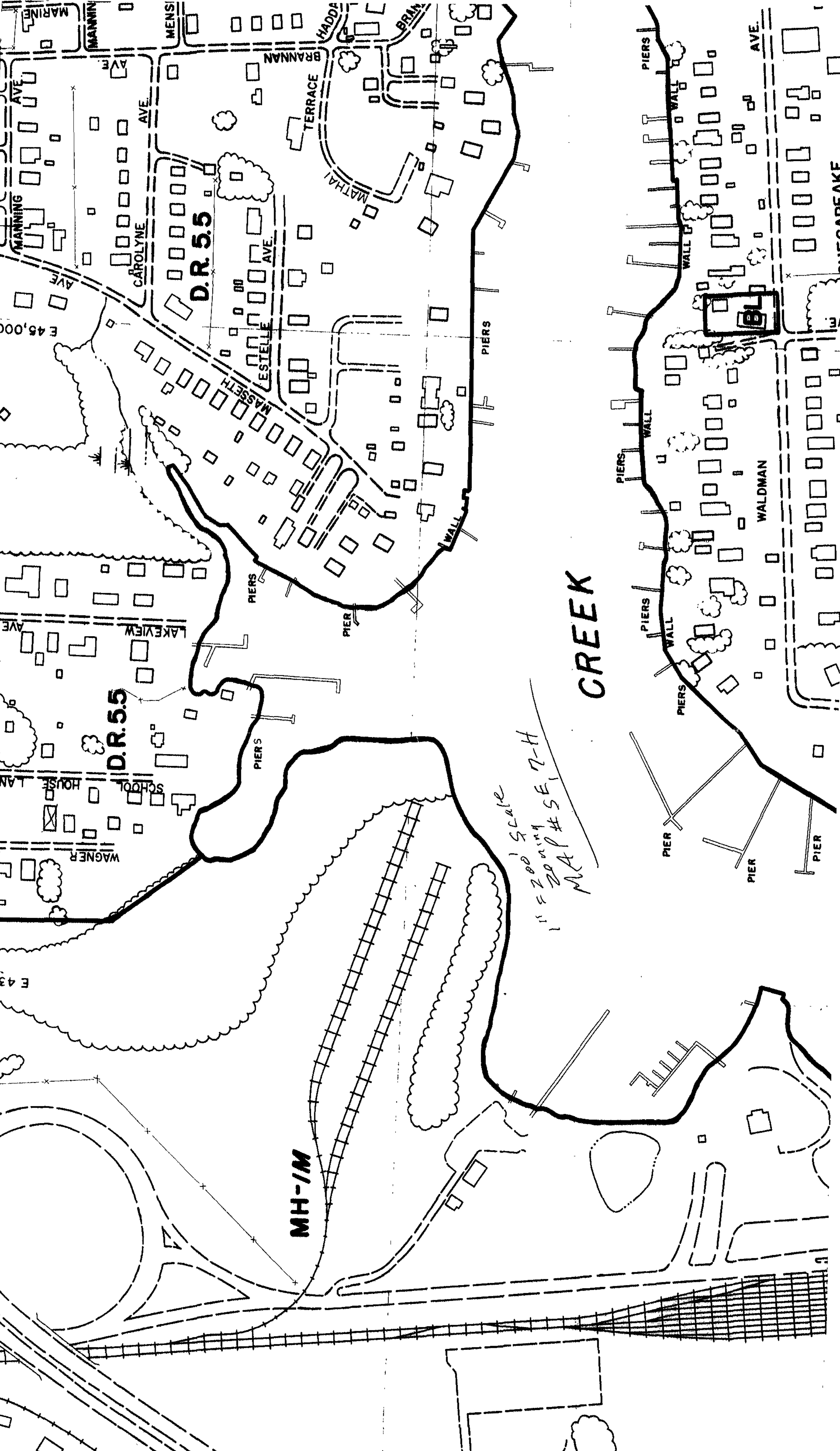
Sparrows Point Blvd.

Wagner Ave.

(SHEET S. E. 6-H)

E 46,000

E 43,500



D.R. 5.5

D.R. 5.5

MH-1M

CREEK

*1" = 200' Scale
1" = 200' SE, 7-H
PLAN # SE, 7-H*

PIERS

PIERS

PIER

PIERS

PIERS

PIERS

PIERS

PIER

PIER

PIER

WALDMAN

CHESAPEAKE

MANNING

MANNING

MANNING

AVE

AVE

AVE

LAKEVIEW

AVE

LANE

AVE

WAGNER

HOUSE

SCHOOL

LANE

BRANNAN

TERRACE

MATHA

HADDA

BRAN

PIERS

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