IN RE: PETITION FOR VARIANCE
N/S of Bird River Road,
230 feet west c/l of Vincent Farm Road
15th Election District
6th Councilmanic District
(10324 Bird River Road)

\* BEFORE THE

\* DEPUTY ZONING COMMISSIONER

\* OF BALTIMORE COUNTY

\* CASE NO. 06-083-A

John & Diane Piskor Petitioners

#### FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner for consideration of a Petition for Variance filed by the legal owners of the subject properties, John and Diane Piskor. The Petitioners are requesting variance relief from Section 1A02.3.B.1 of the Baltimore County Zoning Regulations (B.C.Z.R.), to allow a lot size of 0.582 acres in lieu of the required one acre; from Section 1A02.3.B.3 to allow a lot diametral of 70 feet in lieu of the required 150 feet and from Section 1A02.3.B.4 to allow a side yard setback of 10 feet from both lot lines in lieu of the required 25 feet.

The property was posted with Notice of Hearing on September 25, 2005, for 15 days prior to the hearing, in order to notify all interested citizens of the requested zoning relief. In addition, a Notice of Zoning hearing was published in "The Jeffersonian" newspaper on September 27, 2005, to notify any interested persons of the scheduled hearing date.

#### Applicable Law

Section 307 of the B.C.Z.R. - Variances.

"The Zoning Commissioner of Baltimore County and the County Board of Appeals, upon appeal, shall have and they are hereby given the power to grant variances from height and area regulations, from off-street parking regulations, and from sign regulations only in cases where special circumstances or conditions exist that are peculiar to the land or structure which is the subject of the variance request and where strict compliance with the Zoning Regulations for Baltimore County would result in practical difficulty or unreasonable hardship. No increase in residential density beyond that otherwise allowable by the Zoning Regulations shall be permitted as a result of any such grant of a variance from height or area regulations. Furthermore, any such

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variance shall be granted only if in strict harmony with the spirit and intent of said height, area, off-street parking or sign regulations, and only in such manner as to grant relief without injury to the public health, safety and general welfare. They shall have no power to grant any other variances. Before granting any variance, the Zoning Commissioner shall require public notice to be given and shall hold a public hearing upon any application for a variance in the same manner as in the case of a petition for reclassification. Any order by the Zoning Commissioner or the County Board of Appeals granting a variance shall contain a finding of fact setting forth and specifying the reason or reasons for making such variance."

Section 304 of the B.C.Z.R. – Use of Undersized Single Family Lots (Reference Only)

Section 304, Use of Undersized Single-Family Lots [BCZR 1955; Bill No. 47-1992]

- 304.1 [Bill Nos. 64-1999; 28-2001] Except as provided in Section 4A03, a one-family detached or semidetached dwelling may be erected on a lot having an area or width at the building line less than that required by the area regulations contained in these regulations if:
- A. Such lot shall have been duly recorded either by deed or in a validly approved subdivision prior to March 30, 1955;
  - B. All other requirements of the height and area regulations are complied with; and
- C. The owner of the lot does not own sufficient adjoining land to conform to the width and area requirements contained in these regulations.

#### **Zoning Advisory Committee Comments**

The Zoning Advisory Committee (ZAC) comments are made part of the record of this case and contain the following highlights: A ZAC comment was received from the Department of Permits and Development Management dated August 24, 2005, a copy of which is attached hereto and made a part hereof.

#### **Interested Persons**

Appearing at the hearing on behalf of the variance request was Donald Hicks, P.E., who prepared the site plan and John and Diane Piskor, the Petitioners. Deborah Dopkin, Esquire represented the Petitioners. There were no protestants or interested citizens at the hearing. People's Counsel, Peter Max Zimmerman, entered the appearance of his office in this case.

#### **Testimony and Evidence**

Testimony and evidence indicated that the subject property is a 0.58 acre lot zoned RC 3. It is vacant except for a garage near the rear property line. Ms. Dobkin proffered the lot was

created by Deed before 1957 and is not in a subdivision. In a supplemental submission, the Petitioner presented a complete title history with copies of all deeds of record back to 1946.

This lot is approximately 70 feet x 350 feet. The Petitioners propose to build a new home on the lot but the lot does not meet the one-acre minimum area, or the lot diametral of 150 feet. See Petitioner's redline Plan to Accompany, which has been modified to reflect the ZAC comment of the Office of Plans Review in regard to a widening of Bird River Road. Ms. Dobkin indicated and the Petitioners confirmed that they do not own, or control either adjacent lot nor have a relationship with these owners. Consequently they indicated they have no way to meet these regulations.

Ms. Dopkin proffered that the new home is proposed to be 50 feet wide leaving 10 foot side yard setbacks. She noted that if the regulations were strictly enforced requiring 25 foot side yard setbacks, the house would only be 20 feet wide. She indicated that a 20 foot wide home in this neighborhood would not be in keeping with the pattern of development in the neighborhood, as generally these are larger single family dwellings. See Petitioner's exhibit 2, photographs of neighboring homes and exhibit 4. The Keystone cape cod home, as an example, is the kind of home the Petitioner would like to build, which would be compatible with the neighborhood. Ms. Dopkin noted that the proposed home has the "standard" 10 foot side yard setbacks which meet the intent of the regulations by allowing passage of emergency vehicles into the rear yard should that be necessary.

#### Findings of Fact and Conclusions of Law

A review of the deeds involving this lot show that it was treated (and perhaps created) as a separate lot starting in 1946 when the Gambrills sold the lot to the Brickers/ McConnells. The lot was sold by Ms. McConnell in 1974 to the Beckmans who, in turn, sold the lot to the Robinsons in 1990. The Beckmans, purchased the adjoining lot with the address of 10322 Bird

River Road, in 1991. Thereafter, they sold both lots in one deed to Mr. Kurek through a HUD guaranteed loan. Apparently HUD foreclosed on this loan and sold both lots to Ms. Sines in 2003 in a single deed referring to both lots as 10322 Bird River Road. Ms. Sines then sold the subject lot to the Petitioners in 2005. Presumably she sold the home and lot at 10322 Bird River Road to someone else. The Plat to Accompany indicates 10322 is owned by Cox/Arrington.

So, it appears that the lots were treated as one from 1991 until 2005 when they were once again sold as separate entities. In addition a review of the Plat to Accompany shows that the subject lot is improved by an existing garage. There is no evidence when the garage was erected but the garage is large enough to require a permit (exceeds 1200 sq. ft.). As an isolated garage, a special hearing would have been required to approve a garage without a principal dwelling unless the lots were merged. There is no evidence that a special hearing took place and so one would have to declare the lots merged in order to obtain a permit to erect the garage.

The photographs of the subject lot and home at 10322 show the majority of the lot as mowed grass with several trees in front of the garage. There is a line of trees behind the garage. It appears from the photograph that the subject lot is simply the side yard of the home on 10322. There is no fence or vegetation between the lots that would indicate anything but common usage. I take as no evidence regarding merger the fact that the grass is cut on the subject lot as shown on the photograph.

The Petitioners presented no evidence of tax assessment history of the property but it appears from the HUD deed to Ms. Sines in 2003 that both lots were assessed as one entity at least when that deed was drafted. This single assessment does not just happen. I presume from the deed history that both lots had separate tax account numbers prior to 1991. Someone must request SDAT to change the accounts and treat both as one. That is the kind of overt action in a public forum that indicates a desire to merge lots.

ORDER RECEIVED FUR FILINGS

From this evidence I conclude that the prior owners intended to merge these lots from a zoning standpoint perhaps starting in 1991 when the Beckmans, who owned the subject lot, purchased the home at 10322 on the adjacent lot. Erecting a garage on the subject lot without a principal dwelling, transferring title in common deeds and having single tax assessments for two lots are the kind of overt actions by prior owners in public forums that demonstrate an intent to merge undersize lots. There is no physical evidence the lots were treated separately. See *Friends of the Ridge v Baltimore Gas and Electric Company*, 352 Md.645, 724 A.2d 34 (1999), and Md *Remes v Montgomery* County 387 Md 52, 874 A 2d 470 (2005) for Maryland cases on the doctrine of zoning merger.

The question now presented is whether the subsequent transfer of these lots to separate owners in 2005 can undo the prior merger? This is by far the most difficult question in my view. Said another way, can Ms. Sines' sale of the lots to separate owners negate the prior merger?

In the Conclusion in the <u>Remes</u> case, the Court alludes to fixing the problem when it says "In order for Lot 11 to be utilized separate and apart from Lot 12, there would have to be a <u>resubdivision</u> of the combined lot, creating two lots both of which meet the requirement of both the zoning ordinance and the subdivision regulations. In <u>that</u> process it may well be necessary to seek zoning variances as to setbacks or <u>remove the setback encroachments of the structure on Lot 12." (Emphasis supplied). In my view, the Court is referring to removing encroachments (fixing the problem) during the resubdivision process and not during an initial variance hearing such as presented herein.</u>

In addition, the Court in <u>Friends</u> emphasized that once merger occurred subsequent owners could not fix the problem. Again, the Court stated, "In other words, if several contiguous parcels, each of which do not comply with present zoning, are in single ownership and as combined, the single parcel is usable without violating zoning provisions, one of the separate,

nonconforming parcels may not then or thereafter be considered nonconforming, nor may a variance be granted for that separate parcel." (Emphasis supplied by the Court). Taken together, it appears the Court holds that once merger has occurred a subsequent owner cannot undo the merger by removing evidence of merger or selling lots separately. Nor can a subsequent owner merely declare in a zoning hearing or on the land records that the subsequent owner hereby revokes the prior intent to merge. If the latter was allowed in <u>Remes</u>, the owners would simply have made such a declaration and the case would have been over. Again, in <u>Remes</u> the swimming pool was likely already removed when the case came to hearing. The tax assessments were already back to apply to separate lots. Surely the common driveway will be removed to provide separate driveways. These facts did not affect the outcome. It is clear that the Court intends that once merger occurs the only "solution" open to the owner is resubdivision.

Cases from other states, which have adopted the zoning merger doctrine, indicate the same result. The Court in *Laurel Beach v Zoning Board of Appeals*, 66 Conn. App 640, 785 A 2d 1169 (Conn. App 2001) indicates that once two lots were merged, they cannot thereafter be resubdivided into two separate lots. Also see *Ianucci v Zoning Board of Appeals*, 25 Conn. App. 85, 592 A 2d 970 (1991). Finally in *Bell v Zoning Board of Appeals*, 27 Conn. App. 41, 604 A 2d 379 the Court indicates that merger of contiguous lots owned by the same person can occur by operation of law.

However I have recently become aware of the decision by the New Jersey Supreme Court in the case of *Jock v Zoning Board of Adjustment of Wall Township*, 184 N.J. 562, 878 A 2d. 785 (2005) holds that lots held by separate legal entities are indeed separate lots even if the title owners are related and or the owner of one lot has a controlling interest in the adjacent lot. This decision reversed the decision of the intermediate appellate court which found that ownership of

adjacent lots by an owner and a corporation he controls, was sufficient to show a merger had occurred.

In *Jock* a prior owner, Clarence Allen owned a lot and agreed to purchase an adjacent lot. However at settlement he directed the adjacent lot be titled in his son's name presumably to avoid the zoning merger doctrine. He used the adjacent lot to some extent. A subsequent owner purchased both lots and again put title to one lot in his name and the adjacent lot in a corporation's name, which he controlled. The Supreme Court found that there was no merger unless both lots had single legal ownership.

While this case appears to allow title in separate names to defeat the zoning merger doctrine, I distinguish *Jock* from the subject case. In *Jock* there was never a time when the lots actually merged and then were separately sold. The New Jersey Court simply recognizes that purchasers can avoid triggering the doctrine by placing adjacent lots in different names. In the case at bar, the prior owners clearly took steps to merge the lots. They treated both lots as one for many years. Then in 2005 Ms. Sines sells the lots separately. However prior to this sale the merger actually occurred. I see nothing in *Jock* to allow a subsequent owner to undo a zoning merger that had already taken place.

In summary, I find that the subject lot had merged with 10322 lot prior to the sale by Ms. Sines to the Petitioner and Cox/Arrington. Once this occurred there can be no variance without the combined parcel proceeding through the minor subdivision process, which has not occurred. Therefore I will deny the requested variances, as there are no internal divisions between lots recognized by zoning against which variances can be granted. There is only one lot from a zoning standpoint.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and after considering the testimony and evidence offered by the Petitioners, I find that the Petitioners' variance requests should be denied

THEREFORE, IT IS ORDERED, this <u>3</u> day of November, 2005, by this Deputy Zoning Commissioner, that the Petitioners' request for variance relief from Section 1A02.3.B.1 of the Baltimore County Zoning Regulations (B.C.Z.R.), to allow a lot size of 0.582 acres in lieu of the required one acre; from Section 1A02.3.B.3 to allow a lot diametral of 70 feet in lieu of the required 150 feet and from Section 1A02.3.B.4 to allow a side yard setback of 10 feet from both lot lines in lieu of the required 25 feet are hereby DENIED.

Any appeal of this decision must be made within thirty (30) days of the date of this Order.

JOHN V. MURPHY

DEPUTY ZONING COMMISSIONER

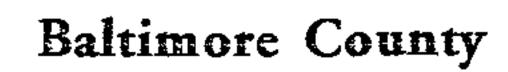
FOR BALTIMORE COUNTY

JVM:raj

#### Zoning Commissioner

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





James T. Smith, Jr., County Executive
William J. Wiseman III, Zoning Commissioner

November 2, 2005

Deborah C. Dopkin, Esq. 409 Washington Avenue #1000 Towson, Maryland 21204

Re: Petition for Variance Case No. 06-083-A Property: 10324 Bird River Grove Road

Dear Ms. Dopkin:

Enclosed please find the decision rendered in the above-captioned case. The petition for Variance has been denied in accordance with the enclosed Order.

In the event the decision rendered is unfavorable to any party, please be advised that any party may file an appeal within thirty (30) days from the date of the Order to the Department of Permits and Development Management. If you require additional information concerning filing an appeal, please feel free to contact our appeals clerk at 410-887-3391.

Very truly yours,

John V. Murphy

Deputy Zoning Commissioner

for Baltimore County

JVM:dlw Enclosure

c: Mr. John M. Piskor and Diane M. Delvin-Piskor, 2020 Flintshire Road, #202, Baltimore, MD 21237

Mr. Donald E. Hicks, Hicks Engineering, 200 E. Joppa Road, Suite 402,

Towson, MD 21286

People's Counsel; DEPRM; Planning; Case File



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



# Petition for Variance

## to the Zoning Commissioner of Baltimore County

for the property located at 10324 BIRD RIVER ROAD

which is presently zoned \_\_RC-3

This Petition shall be filed with the Dep	artment of Permits and Development Management.	The undersigned legal owner(s)
- are broberty organic in patritiole codil	ly gild Willeli is described in the description and hist s	ittached bereto and made a not
hereof, hereby petition for a Variance from	Section(s)	macried rierem and made a part

A Variance is requested to -

SECTION 1A02.3.B.1. - To allow for a lot size of 0.582 acres in lieu of the required

one acre

SECTION 1A02.3.B.3. - To allow for a lot diametral of 70 feet in lieu of the required

150 feet -

Contract Purchaser/Lessee:

SECTION 1A02.3.B.4 - To allow for sideyard setbacks of 10 feet from both side lot lines in lieu of the required 25 feet.

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

TO BE DISCUSSED AT THE HEARING

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

I, or we, agree to pay expenses of above Variance, 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.

Legal Owner(s):

	·				
Name - Type or Print		<del></del>	John M. Pisko	r	· · · · · · · · · · · · · · · · · · ·
TIPO OF THE	Ť		Name - Type or Print	OM PAR	nor
Signature			Signature /	V//( / //S	
	···		Diane M. Devl	in-Piskor	
Address		Telephone No.	Name - Type or Print	Dest. De	1
City	State	Zip Code	Signature		<u> </u>
Attorney For Petit	tioner:	•	2020 Flintshir	e Rd # 202	(410) 866-0037
*			Address		Telephone No.
Deborah C. Dop	kin		Baltimore,	Maryland	21237
Name - Type or Print			City	State	Zip Code
Signature .	// KSóph		Representative to	be Contacted:	-
Debbrah C. Dop	kin, P.A.	-	Donald E. Hick	s, P.E.	•
Company	Avenue, #1000	(410)821_0200	Name Hicks Engin	•	
409 Washington	. Avenue, #1000		200 E. Joppa R	d, Suite 402	(410) 494-0001
tovsel,	Mary land	Telephone No. 21204	Address	16	Telephone No.
	State	Zip Code	Towson,	Maryland	21286
Enty 3	·	zip code	-	State	Zip Code
	_	•	<u>OFF</u>	ICE USE ONLY	
	-083-A		ESTIMATED LENGT	TH OF HEARING	<u> </u>
Case No	· · · · · · · · · · · · · · · · · · ·		UNAVAILABLE FOR	HEARING	
RE 9/20/98		Reviewed By	Da Da	te 2/2/05	•
/ 1.3 137					

# Hicks Engineering Associates, Inc.

200 East Joppa Road, Suite 402
Towson, Maryland 21286-3160

/410/ 494-0001

Facsimile: /410/821-8890

OF
PISKOR PROPERTY,
BIRD RIVER ROAD
15 TH ELECTION DISTRICT
BALTIMORE COUNTY, MARYLAND

BEGINNING FOR THE SAME on the north side of Bird River Road,
230 feet +/- from the intersection formed by Bird River Road with Vincent Farm Lane,
thence leaving said north side of Bird River Road,

- 1) North 05 degrees 07 minutes East 350.13 feet,
- 2) North 86 degrees 27 minutes West 74.78 feet,
- 3) South 04 degrees 20 minutes West 350.03 feet, to the north side of Bird River Road, thence binding on said north side of said road,
- 5) South 86 degrees 27 minutes East 70.00 feet, to the place of beginning

CONTAINING 25,352 square feet or 0.582 acres of land, more or less.

HICKS ENGINEERING ASSOCIATES, INC. 200 EAST JOPPA ROAD, SUITE 402 TOWSON, MARYLAND 21286

June 10, 2005

PAGE NUMBER 1 OF 1

#33

Civil Engineers · Surveyors · Land Planners

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: #06-083-A

10324 Bird River Road

N/side of Bird River Road, 230 feet west of centerine of Vincent Farm Road

15th Election District — 6th Councilmanic District Legal Owner(s): John M. Piskor & Diane M. Delvin-Piskor

Variance: to allow for a lot size of 0.582 acres in fleu of the required one acre, to allow for a lot diametral of 70 feet in lieu of the required 150 feet, and to allow for side yard setbacks of 10 feet from both side lot lines in lieu of the required 25 feet.

Hearing: Tuesday, October 11, 2005 at 11:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue, Towson 21204.

WILLIAM J. WISEMAN, III

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 concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.

JT 9/739 September 27 68614

#### CERTIFICATE OF PUBLICATION

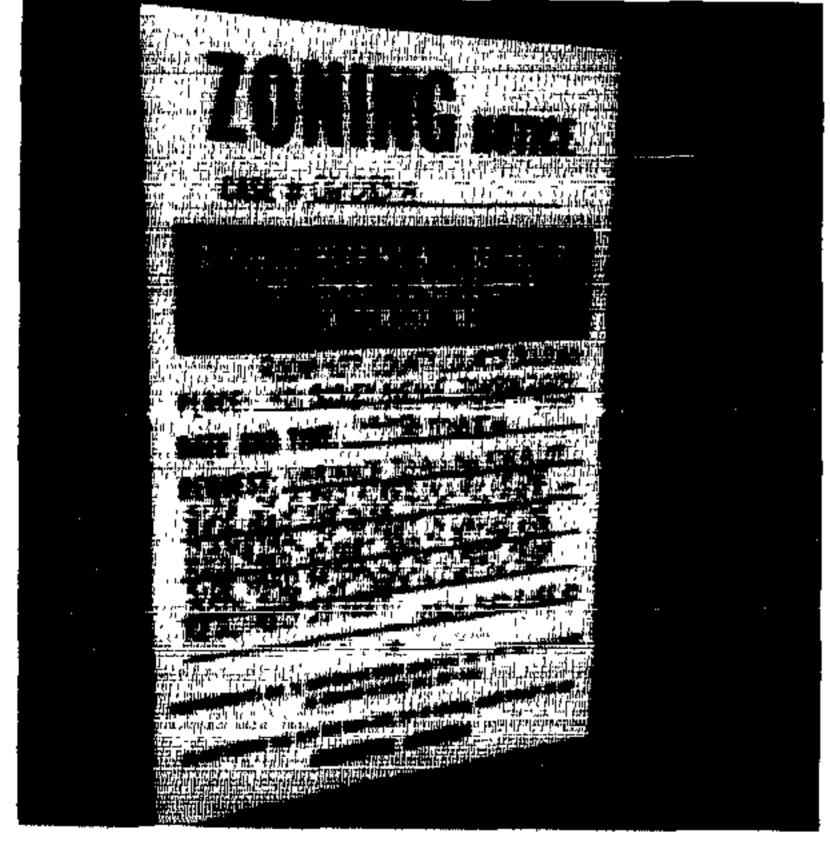
929,2005
THIS IS TO CERTIFY, that the annexed advertisement was published
n the following weekly newspaper published in Baltimore County, Md.,
once in each ofsuccessive weeks, the first publication appearing
on 9/27/,20 <u>05.</u>
The Jeffersonian
☐ Arbutus Times
☐ Catonsville Times
☐ Towson Times
Owings Mills Times
□ NE Booster/Reporter
☐ North County News
- - -

LEGAL ADVERTISING

BALTIMORE COUNTY, MARYLAND OFFICE OF BUDGET & FINANCE MISCELLANEOUS RECEIPT	No. 448184	
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FOR:	2-A	
DISTRIBUTION WHITE - CASHIER PINK - AGENCY YELLOW - CUSTO	MER	CASHIER'S VALIDATION

#### CERTIFICATE OF POSTING

ATT	TENTION! KRISTEN MATTHEWS	Date September 27, 2005
RE,	Case Number 06-083-A  Petitioner/Developer, MR 4MRS PISK  Date of Hearing/Closing OCTOBER	OR/DEBDRAH DOPKIN/DOWALD HICK
were		ury that the necessary sign(s) required by law ed at 10324 BIRDRIVER ROA
	The sign(s) were posted on	September 25, 2005 (Montin, Day, Year)
		Signature of Sign Poster)



Printed Name of Sign Poster)

523 PENNY LANE
(Street Address of Sign Poster)

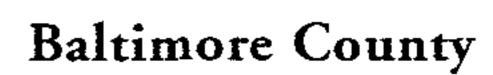
HUNT VALLEY MD 21030
(City, State, Zip Code of Sign Poster)

(Telephone Number of Sign Poster)

## Department of Permits and Development Management

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





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

August 19, 2005

#### **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: 06-083-A

10324 Bird River Road

N/side of Bird River Road, 230 feet west of centerline of Vincent Farm Road

15<sup>th</sup> Election District – 6<sup>th</sup> Councilmanic District

Legal Owners: John M. Piskor & Diane M. Delvin-Piskor

<u>Variance</u> to allow for a lot size of 0.582 acres in lieu of the required one acre, to allow for a lot diametral of 70 feet in lieu of the required 150 feet, and to allow for side yard setbacks of 10 feet from both side lot lines in lieu of the required 25 feet.

Hearing: Tuesday, October 11, 2005 at 11:00 a.m. in Room 407, County Courts Building,

401 Bosley Avenue, Towson 21204

Timothy Kotroco

Director

TK:klm

C: Deborah Dopkin, 409 Washington Avenue, Ste. 1000, Towson 21204 Mr. & Mrs. Piskor, 2020 Flintshire Road, #202, Baltimore 21237 Donald Hicks, 200 E. Joppa Rd., Ste. 402, Towson 21286

NOTES: (1) THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY MONDAY, SEPTEMBER 26, 2005

- (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.



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

TO: PATUXENT PUBLISHING COMPANY

Tuesday, September 27, 2005 Issue - Jeffersonian

Please forward billing to:

John M. Piskor Diane M. Devlin-Piskor 2020 Flintshire Road, #202 Baltimore, MD 21237

410-866-0037

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WILLIAM J WISEMAN III

ZONING COMMISSIONER FOR BALTIMORE COUNTY

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## DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT ZONING REVIEW

## ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The <u>Baltimore County Zoning Regulations</u> (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:
Petitioner: Pam M. NADORETT - LICUS ENGINEERING ASSECTATES, INC.  Address or Location: 200 E. Jappa Road S. te 402 - Towson MD 21286
PLEASE FORWARD ADVERTISING BILL TO:  Name: Mr John M. Piskor Mrs Diane M. Devin-Piskor  Address: 2020 FLINTSHIRE ROAD #202  BALTIMORE, MD 21237
Telephone Number: (40) 866 - 0037

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IN RE: PETITION FOR VARIANCE

N/S of Bird River Road, 230 ft. west c/l of Vincent Farm Road 15th Election District 6th Councilmanic District

(10324 Bird River Road)

John & Diane Piskor. **Petitioners** 

BEFORE THE

DEPUTY ZONING COMMISSIONER  $\star$ 

OF BALTIMORE COUNTY \*

CASE NO. 06-083-A \*

#### ORDER ON MOTION FOR RECONSIDERATION

This matter comes before this Deputy Zoning Commissioner as a Motion for Reconsideration filed by Deborah C. Dopkin, Esquire representing the Petitioners.

#### Original Case

The Petitioners originally filed a request for variance for property located at 10324 Bird The relief was requested from River Road in the Middle River area of Baltimore County. Section 1A02.3.B.1 of the Baltimore County Zoning Regulations (B.C.Z.R.), to allow a lot size of 0.582 acres in lieu of the required one acre; from Section 1A02.3.B.3, to allow a lot diametral of 70 feet in lieu of the required 150 feet and from Section 1A02.3.B.4, to allow a side yard setback of 10 feet from both lot lines in lieu of the required 25 feet. This Commission issued its decision of November 3, 2005 denying the Petitioner's request on the basis that the subject lot had merged with an adjacent lot under the doctrine of zoning merger.

#### Motion for Reconsideration

On November 18, 2005, Counsel for the Petitioners filed a timely Motion for Reconsideration of this Deputy Zoning Commissioner's Order dated November 3, 2005. Counsel for the Petitioners requested that the Deputy Zoning Commissioner rescind his Order and schedule a public hearing to pursue subdivision approval. Subsequent correspondence from the Petitioner's counsel indicated that the Petitioners applied to the County for a minor subdivision and requested a hearing on the Motion for Reconsideration, which was held on April 7, 2006.

At the hearing the Petitioner first argued there were factual discrepancies between the facts presented at the hearing and the Findings of Fact and Conclusions of Law noted in the decision. In addition the Petitioner presented a notarized letter from George Myers dated April 5, 2006 which describes the uses and history of the garage on the subject property as first a stable and then storage building. In regard to the errors of fact the Petitioner argues that the subject property and the adjacent lot are two separate tax assessment accounts at SDAT and have always been so. The Petitioner argues that the conclusion in the decision that the two lots share a common driveway is factually incorrect. Finally the Petitioner presented information from SDAT that the house next door to the subject property is not in common ownership with the subject lot and that the house was built in 1941 before zoning was applied to this property.

The Petitioner next argued that even if the subject lot and adjacent lot merged for zoning purposes, the Petitioner complied with the direction of the Court of Appeals in *Remes v Montgomery County* 387 Md. 52, 874 A 2d 470 (2005) by applying for subdivision of the merged lot. In addition the Petitioner presented a letter to the Petitioner's engineer from the Director of Permits and Development Management dated March 20, 2006 which indicates that the County will approve the resubdivision if the existing garage is removed.

Next the Petitioner argued that the recent decisions of the Court of Appeals such as *Lewis* v Department of Natural Resources 377 Md. 382, 833 A.2d 563 (2003) and Stansbury v Jones 372 Md. 172, 812 A.2d 312 (2002) indicate that submitting these lots for resubdivision is not a self imposed hardship.

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Next the Petitioner argued that the County has approved changes in uses such as a change from regular office to medical office administratively and therefore should approve these lots as separate lots if the prior uses are undone. Finally the Petitioner argued that the equities in this situation favor the Petitioners because they are purchasers for value and have been severely hurt financially by not being able to use their land.

#### Findings of Fact and Conclusions of Law

#### Merits Motion for Reconsideration

In regard to new evidence presented at the hearing on Motion for Reconsideration, I find that the record of this case was not kept open for such evidence and that new evidence should not be considered. The original case was well presented and there is no hint of sufficient reason to support reopening the case for new evidence. This Commission has recognized by analogy Circuit Court Rule (Rule 2-535) which allows the Court to reopen a case in situations where fraud, mistake or irregularity have occurred. There is no evidence that such has occurred here. Therefore I will not accept either the letter from Mr. Myers or the SDAT data sheet on the property next door.

In regard to the issue of common driveway the Petitioner's Plan to Accompany describes the structure on the subject lot as a garage. It is apparent from Petitioner's photograph exhibit 2A that the garage has a garage door facing Bird River Road. It is equally apparent to me that the driveway to the left of the zoning sign serves both the house on the adjacent lot and the garage on the subject lot. I find no reason in the existing record to doubt that there is a common driveway serving both lots.

In regard to the assertion that the two lots are and have always been separately assessed for tax purposes, I accept Counsel's assertion in this regard.

However the deeds presented show the two lots have been repeatedly conveyed together in one deed to successive owners over many years. The garage is an accessory use which can not exist on a lot without a principal use unless the two lots merged. There is no evidence the owners of the subject lot applied for and were granted a special hearing to allow an accessory use (garage) without a principal use on the subject lot.

After due consideration of the arguments raised by Counsel and a further review of the evidence in the case, I am not persuaded to grant the Motion for Reconsideration to the extent that it changes or modifies the original November 3, 2005 Order.

#### Variance After Resubdivision

However the Petitioners have applied for resubdivision to create two lots from the merged lot found in the original case. One of the resubdivided lots contains a dwelling owned by Arrington-Cox. The other lot is owned by the Petitioners. There is no evidence of any relationship or control between these two owners. From a property standpoint, each now owns a separate lot while from a zoning standpoint each owns an undivided ½ interest in a merged lot.

The merged lot to be subdivided is 140 wide by 350 feet long containing 1.164 acres zoned RC 3. The issue then is whether or not the second lot can be used for a proposed dwelling. The existing garage on the second lot would remain.

The variance request at resubdivision is to allow two lots with a lot size of 0.582 acres in lieu of the required one acre and to allow two lots with a diametral of 70 feet in lieu of the required 150 feet. In addition the Petitioner needs a variance to allow a side yard setback of 10 feet from both lot lines in lieu of the required 25 feet for the proposed dwelling on the second lot and 12 feet side yard setback from lot lines in lieu of the required 25 feet for the existing dwelling.

I realize that this variance may not officially be before me and DPDM may require the Petitioner to apply once again for new variances, pay a new fee and have a new case number for these variances. I recognize that the actual relief needed at resubdivision as above is not identical to the relief requested in this case as a new request is required for the size, diametral and side yard setback of the lot with the existing house. Again DPDM may require a new filing.

Nevertheless considering the substantial delays this Petitioner has faced to arrive at this point, I will answer the main question now as to what zoning relief, if any, is available to him under circumstances of the resubdivision. The question is whether variance relief is available to this Petitioner now that he has applied for resubdivision?

The Court of Appeals issued the seminal case of *Remes v Montgomery County*, *supra*, last year. To my knowledge no further cases have been decided by an appellate court which directly addresses what happens during resubdivision if additional variances are needed. This is a case of first impression.

The Remes Court described the uses of two adjacent lots (lots 11 and 12), determined that these lots had merged from a zoning standpoint and then opined:

"In order for Lot 11 to be utilized separate and apart from Lot 12, there would have to be a resubdivision of the combined lot, creating two lots both of which meet the requirements of both the zoning ordinance and the subdivision regulations. In that process it may well be necessary to seek zoning variances as to setbacks, or to remove the setback encroachments of the structure on Lot 12."

As an aside I now can see the value in requiring merged lots to go through resubdivision. Perhaps several undersized lots can be consolidated into lots meeting the regulations. Even, if as here, the lots during resubdivision are the same size as the original lots, new environmental regulations, different performance standards, and the like might apply to the resubdivision which would bring the lots up to date to the extent possible.

Returning to the issue of variances at resubdivision, it is clear from the above excerpt the Court anticipated variances for the resubdivided lots. Two problems immediately arise however. The first is the issue of whether the resubdivided lots would be unique as required by *Cromwell v Ward* 102 Md. App. 691, 651 A 2d 424 (1994). The second is whether by striking the line to subdivide the merged lot, the variances are self imposed.

Cromwell v Ward requires that the property be unique as a first test before looking at practical difficulty, density, spirit and intent and adverse impact specified in Section 307 of the

BCZR. Admittedly the merged lot is flat, rectangular and devoid of physical constraints. However the *Cromwell* Court was simply interpreting the first step in the list of requirements to grant a variance. The Court gave as examples of uniqueness which emphasized physical constraints on the lot.

However in addition to physical constraints, this Commission has regularly found that after imposed zoning can disproportionately impact property if the lot was created before the zoning regulations were applied. I recognize that after imposed zoning is being reviewed by the Court of Special Appeals, but to my knowledge no appellate court has yet decided if this approach is proper. Consequently I will continue to follow this long established rule.

The record in this case is clear that the lot with the garage (hereinafter called the "garage lot") was created by deed prior to 1957 as indicated by note 5 on the Plat to Accompany, exhibit

1. The RC regulations were created in 1975 and imposed shortly thereafter. I find that the after imposed RC regulations disproportionately impact the resubdivided lots as compared to other lots in the zoning district.

However I also note that this situation is very peculiar and may independently pass the uniqueness test. Here we have a merged lot for zoning purposes overlaying two lots created by deed. Section 307 simply requires that the lot to be considered for a variance have some special circumstance or condition peculiar to the land or structure. I can not think of a more peculiar circumstance or condition than to have two lots for title purposes owned by separate parties and yet have one merged lot for zoning purposes. Using either approach I find the merged property unique.

Much more difficult is whether or not the owners of the proposed lots to be subdivided will suffer practical difficulty which is not self imposed. At first glance the variance needed for resubdivision are self imposed. The merged lot meets the RC 3 zoning regulations for size as it exceeds one acre. It may not meet the diametral dimension of 150 feet and certainly does not

S-26-06

meet the side yard setback regulation of 25 feet for the existing dwelling. By striking the line subdividing the merged lot into the existing dwelling lot and the garage lot, the Petitioner creates two undersized lots and makes the variances for the diametral worse. The Petitioner also creates need for side yard setback variances for the existing dwelling and proposed dwelling. Thus the Petitioner by subdividing the merged lot creates the need for variances or makes the need for other variances larger. One would think this is a classic case of self imposed hardship or practical difficulty.

However this Commission has often recognized exceptions to the above general rule. The first is "existing conditions". For example perhaps a new subdivision is created from an old farm, on which there is an existing barn which all would like to save. After drawing the lot lines of the new subdivision, the old barn appears in the side yard rather than the back yard of a proposed house requiring a variance. We have often approved such variances under the theory that the Petitioner did not create the existing condition such as a barn whose location now requires a variance.

In the subject case there is an existing dwelling which all evidence indicates was constructed before the RC 3 zoning regulations were imposed. The existing dwelling appears to be approximately 12 feet from the western lot line of the merged lot which would trigger the need for a variance. Clearly the Petitioner did not create the need for this variance. The home was there much before the resubdivision occurred. Therefore this request is not self imposed.

The second exception to the general rule against self imposition of hardship occurs when the government "persuades" the Petitioner to apply for variances to serve a higher purpose. For example the Planning Office may want a certain parcel in a town center to have the greatest possible density and "suggests" to the Petitioner to apply for the variance to accomplish this purpose. Another classic example is the rear yard deck variances which the Zoning Office often "suggests" to developers which if granted once at the development plan level will save countless

homeowners coming individually to the County for variances for decks. That said, there is no government persuasion in this matter of resubdivision.

There is now a third exception which for better words I will call the "no reasonable and significant use" exception. This has been articulated by Court of Appeals Judge Dale Cathell in a recent presentation to the Baltimore County Bar Association. Under the heading of "Self Inflicted Hardship", Judge Cathell cites *Belvoir Farms v North*, 355 Md. 259 (1999), for the proposition that a variance may be granted in cases in which the hardship is less severe than the unconstitutional taking standard, that is, the zoning regulations result in denial of all viable economic use of the property. The new standard given by the Belvoir Farms Court is "denial of reasonable and significant use of the property". Judge Cathell then points out in *White v North*, 356 Md. 31 (1999) the Court of Appeals relaxed the standard once again to "denial of a reasonable and significant use of the property". In *White vs North* the owner wanted to build a swimming pool in the rear of his house which ran afoul of the Chesapeake Bay Critical Area Commission ruling on the subject.

In the case at bar the Petitioner wants to build a home on the garage lot which he owns separate and apart from the owner of the existing house lot. He could clearly use the existing garage on the lot to store personal property giving him some use. Therefore he would not have been denied all viable economic use of the property and so would not pass the test of self inflicted hardship under the unconstitutional taking standard of some years ago.

However under the new standard of denial of a reasonable and significant use of the property, the request is not self imposed. Certainly denial to build a new home is both a reasonable and significant use of the property.

In contrast to the case at bar, in St. Lukes Lane, Case No. 06-001-A, the Petitioner owned a home which was built across the common lot line of two adjacent lots. Each lot as originally configured met the regulations. The Petitioner applied for a lot line adjustment to reconfigure

regulations. The second lot would be reconfigured into an L-shape for a new home that required side street and lot width variances.

This Commission held that the original lots merged because the house was built across the common lot line. Further, since the Petitioner took two lots, which met all requirements of

the common lot line. Further, since the Petitioner took two lots, which met all requirements of the DR 3.5 zone, and created two lots which do not meet those regulations, the hardship was self-imposed. The question arises that if this case were presented today would the result be the same?

the two lots. The existing dwelling would have its own lot which will meet all DR 3.5 setback

Using the new standard outlined by Judge Cathell, I believe the result would be the same. The owner of the home built across the two lots had a reasonable and significant use of his property in his home as it stood. The zoning regulations would not deny this use. In the case at bar the Petitioner simply owns a garage on a lot. The zoning regulations prohibit his reasonable and significant use of building his home on the property.

At the original hearing Ms. Dopkin proffered that the new home is proposed to be 50 feet wide leaving 10 foot side yard setbacks. She noted that if the regulations were strictly enforced requiring 25 foot side yard setbacks, the house would only be 20 feet wide. She indicated that a 20 foot wide home on this lot would not be in keeping with the pattern of development in the neighborhood, as generally these are larger single family dwellings. See Petitioner's exhibit 2, photographs of neighboring homes and exhibit 4. The Petitioner offered a design of a Keystone cape cod home, as an example, of the kind of home the Petitioner would like to build. Ms Dobkin opined that this would be compatible with the neighborhood. She also noted that the proposed home has the "standard" 10 foot side yard setbacks which meet the intent of the regulations by allowing passage of emergency vehicles into the rear yard should that be necessary.

Based on the evidence presented at the original hearing and considering the new judicial standards established by the Courts, I find that the variance request at resubdivision meets the spirit and intent of the regulations and will not adversely affect the neighborhood. There are many homes on smaller lots in the area so that the addition of the proposed home on the subject lot will not change the pattern of development of the neighborhood. Therefore I will grant the variances at resubdivision.

THEREFORE, IT IS ORDERED, this 25<sup>th</sup> day of May 2006 by this Deputy Zoning Commissioner, that the Motion for Reconsideration is hereby DENIED; and,

IT IS FURTHER ORDERED that the Petitioner's request for variance at resubdivision to allow two lots with a lot size of 0.582 acres in lieu of the required one acre; to allow two lots with a lot diametral of 70 feet in lieu of the required 150 feet; to allow a side yard setback of 10 feet from both lot lines in lieu of the required 25 feet for the lot with the proposed dwelling (the garage lot) and to allow a 12 feet side yard setback from lot line in lieu of the required 25 feet for the lot with the existing dwelling are hereby GRANTED subject to the following conditions:

1. The variances for the resubdivided lots are granted subject to review and approval by DPDM as to process and procedure. If DPDM determines that the Petitioner must apply for another variance to include variances for the lot with the existing home, this Order shall be null and void.

Any appeal of this decision shall be made within thirty days of the date of this Order.

JOHN V. MURPHY

DEPUTY ZONING COMMISSIONER

FOR BALTIMORE COUNTY

JVM:pz

S. 2008



JAMES T. SMITH. JR. County Executive

WILLIAM J. WISEMAN III

Zoning Commissioner

May 24, 2006

DEBORAH C. DOPKIN, ESQUIRE 409 WASHINGTON AVENUE #1000 TOWSON, MA 21204

Re: Motion for Reconsideration - Petition for Variance

Case No. 06-083-A

Property: 10324 Bird River Road

Dear Ms. Dopkin:

Enclosed please find the decision rendered in the above-captioned case. The Petitioner's Motion for Reconsideration has been denied in accordance with the enclosed Order. However variances at resubdivision of the merged lot has been granted.

In the event the decision rendered is unfavorable to any party, please be advised that any party may file an appeal within thirty (30) days from the date of the Order to the Department of Permits & Development Management. If you require additional information concerning filing an appeal, please feel free to contact our appeals clerk at 410-887-3391.

Very truly yours,

John V. Murphy

Deputy Zoning Commissioner

Jen V-musply

for Baltimore County

JVM:pz

X OC STATE

c: Mr. John M. Piskor and Diane M. Devlin-Piskor, 2020 Flintshire Road, #202, Baltimore, MD 21237

Mr. Donald E. Hicks, Hicks Engineering, 200 E. Joppa Road, Suite 402,

Towson, MD 21286 Case File; Kristen Matthews, PDM PETITION FOR VARIANCE N/S of Bird River Road, 230 feet west c/l of \*

Vincent Farm Road

15th Election District 6th Councilmanic District

(10324 Bird River Road) \* CASE NO. 06-083-A

BEFORE THE

DEPUTY ZONING COMMISSIONER

\* OF BALTIMORE COUNTY

#### MOTION FOR RECONSIDERATION

\* \* \* \* \* \* \* \* \* \*

Deborah C. Dopkin, and Deborah C. Dopkin, P.A., attorney for Petitioner, Diane Devlin-Piskor and John Piskor, pursuant to the Code of Baltimore County Regulations Title 2, Chapter 1, Rules of Practice and Procedure Before the Zoning Commissioner,/Hearing Officer of Baltimore County, Rule 4(K), files this Motion to Reconsider the decision of the Deputy Zoning Commissioner of Baltimore County dated November 3, 2005 denying Petition for Variance. The grounds for the Motion are as follows:

- The findings of fact of the Deputy Zoning Commissioner are based on incorrect presumptions of fact;
- The factual findings conclude that the subject property and the adjoining parcel were one parcel for tax purposes, when the record is silent on this matter;
- The conclusion of merger is unsupported by the 3. testimony and evidence before the Deputy Zoning Commissioner, and is based on conjecture and speculation;
- At all times, the parcels were and remain separately assessed and taxed with separate tax accounts for each.

- 5. The Deputy Zoning Commissioner concluded that the subject property shares a common driveway with the adjoining lot. The testimony, evidence and facts presented at the hearing are that the subject property is served by a driveway serving only this lot.
- 6. The determination that the lots must be "unmerged" through a subdivision creates a legal impossibility in that Petitioner has no right, title or interest in the adjoining property. Nonetheless, Petitioner has sought cooperation from the predecessor in title to join in appropriate administrative action to effect a subdivision.

WHEREFORE, Petitioner requests that:

- 1. That the record remain open and leave be granted to pursue subdivision approval; and
- 2. That the matter be set in for a continued hearing before the Deputy Zoning Commissioner for Baltimore County.

Respectfully submitted,

Deborah C. Døpkin

DEBORAH C. DOPKIN, P.A.

409 Washington Avenue, Suite 1000

Towson, Maryland 21204

(410) 821-0200

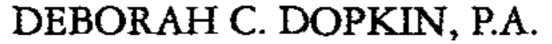
Attorney for Petitioners

#### CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 18th day of November, 2005, a copy of the aforegoing Motion to Reconsider was mailed, postage prepaid to People's Counsel for Baltimore County, Old Courthouse, 400 Washington Avenue, Towson, Maryland 21204; and to Baltimore County Law Office, Old Courthouse, 400 Washington Avenue, Towson, Maryland 21204.

Deborah C. Dopkin

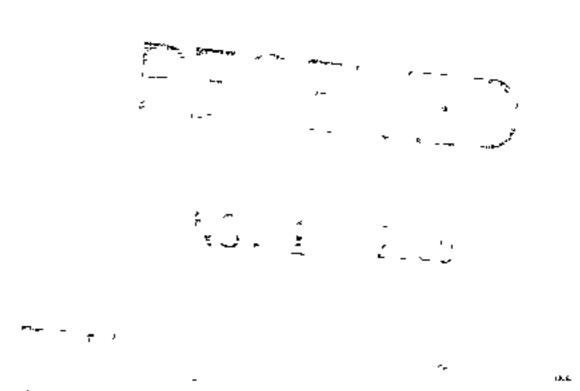
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ATTORNEY AT LAW

409 WASHINGTON AVENUE, SUITE 1000 TOWSON, MARYLAND 21204

> TELEPHONE 410-821-0200 FACSIMILE 410-823-8509 e-mail ddopkin@dopkinlaw.com



DEBORAH C. DOPKIN

November 18, 2005

#### Via Hand Delivery

John V. Murphy, Esquire
Deputy Zoning Commissioner
for Baltimore County
County Courts Building
401 Bosley Avenue, Suite 405
Towson, Maryland 21204

RE: 10324 Bird River Road Case No. 06-083-A

Dear Mr. Murphy:

Enclosed please find a Motion for Reconsideration with regard to the above captioned matter.

Thank you for your consideration.

Very truly yours,

Deborah C. Dorkin

DCD/kmc

Enclosure

Cc: People's Counsel for Baltimore County
Law Office for Baltimore County
Timothy M. Kotroco, Director, Permits
Hicks Engineering, Inc.
Mr. and Mrs. John Piskor

C:\docs\KMC\DCD\LETTERS 2005\murphy john-piskor2.wpd

# Quou cape cod selles (28' wide – finished 2nd floor)





#### Special Features

Andersen Tilt-Wash Windows

Comfort Home Energy Package with R-38 Ceiling/R19 Wall/R19 Floor

25 or 35 year Asphalt Shingles (wind resistant)

Custom Oak Cabinetry

Low Maintenance Exteriors

Decorated Interiors

Radon Vent Pipe

Ten Year Warranty

12/12 Roof Pitch/Shed Dormer Option

Colonial Window Package

Dormer Option (4', 6', 8', 10')

Great Room Option

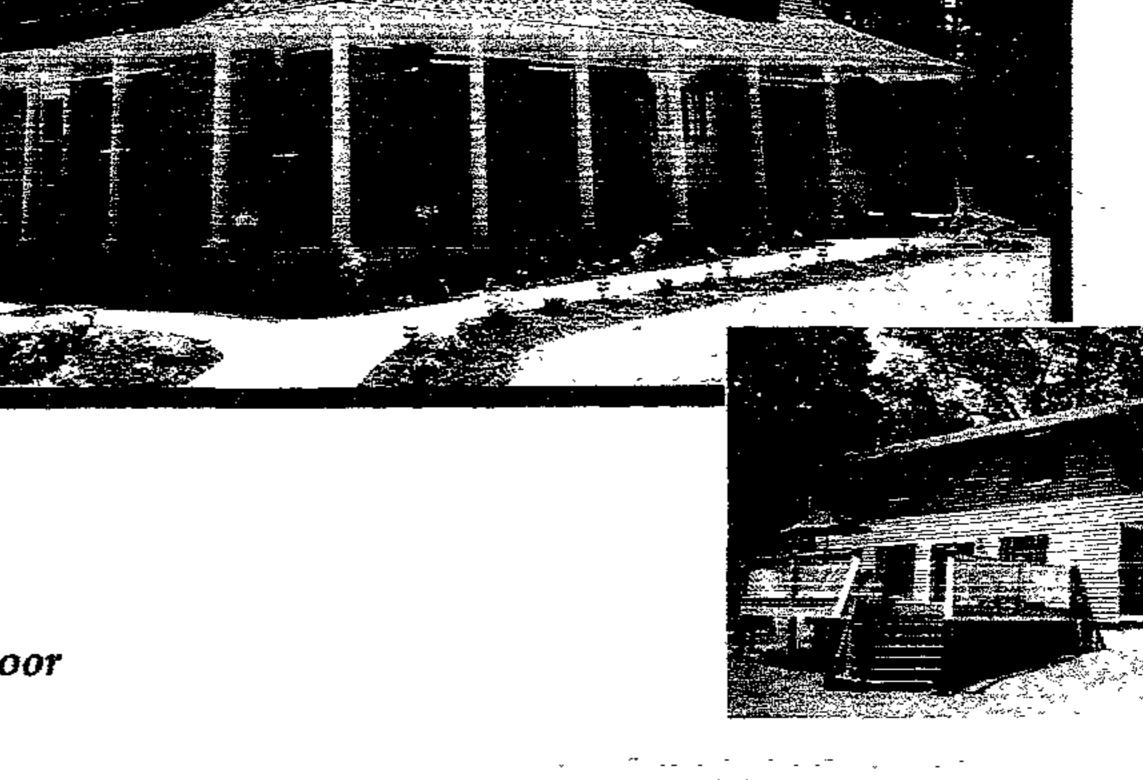
**Entrance Foyer Option** 

Garage Option w/Bonus Room

Country Porch Option

Gable Porch Option



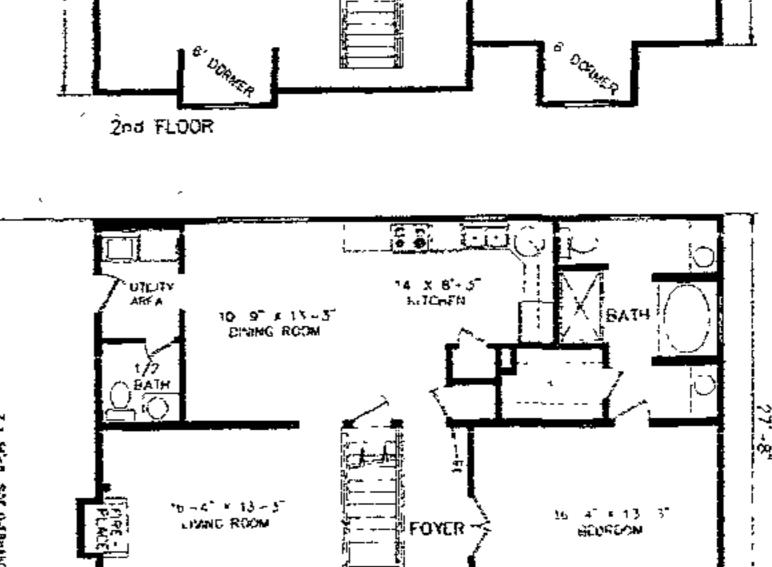


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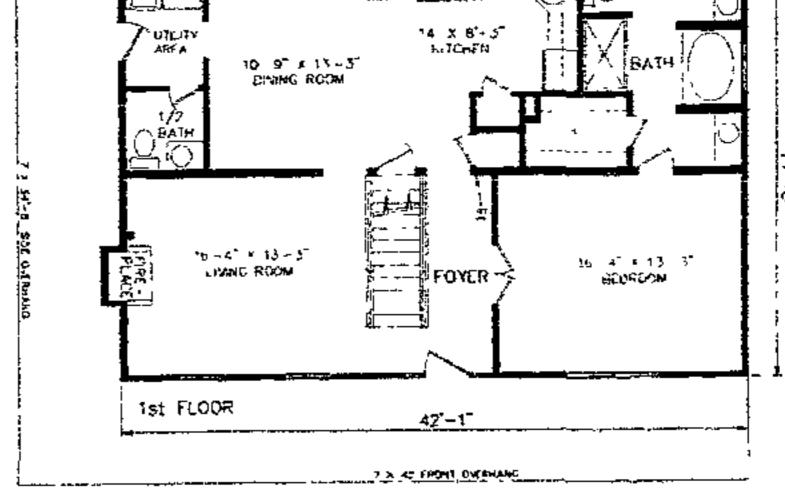


14" 1" X 10"

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∰OP\$N 10

16 4" X 5 -6" 65,0RQNM





Andersen. www

Photographs may depict optional or suggested features done on-site by others. Photos may vary from standard plans.

## Department of Permits and Development Management

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



## Baltimore County

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

October 3, 2005

Deborah C. Dopkin 409 Washington Avenue, # 1000 Towson, Maryland 21204

Dear Ms. Dopkin:

RE: Case Number: 06-083-A, 10324 Bird River Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on August 8, 2005.

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.

W. Callinal D.

W. Carl Richards, Jr. Supervisor, Zoning Review

WCR: clb

Enclosures

c: People's Counsel
John M. Piskor and Diane M. Delvin-Piskor 2020 Flintshire Road, #202 Baltimore 21237
Donald E. Hicks Hicks Engineering 200 E. Joppa Road, Suite 402 Towson 21286



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

#### BALTIMORE COUNTY, MARYLAND

#### INTEROFFICE CORRESPONDENCE

TO:

Timothy M. Kotroco, Director

**DATE:** August 24, 2005

Department of Permits & Development

Management

FROM:

Dennis A. Kennedy, Supervisor

Bureau of Development Plans Review

**SUBJECT:** 

Zoning Advisory Committee Meeting

For Au ast 9, 2005

Item No. 083

The Bureau of Development Plans Review has reviewed the subject zoning item and we have the following comment(s).

Bird River Road has an ultimate 70-foot-wide right-of-way. This future right-of-way should be shown on the plan. If the future right-of-way line would trigger the need for another variance it should be addressed at this time.

DAK:CEN:clw

cc: File

ZAC-ITEM NO 083-08242005.doc

dioli

## BALTIMORE COUNTY, MARYLAND

SEP 2 1 2005

DATE: September 19, 2005

# INTER-OFFICE CORRESPONDENCE

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

Development Management

FROM: Arnold F. 'Pat' Keller, III

Director, Office of Planning

SUBJECT: Zoning Advisory Petition(s): Case(s) 6-083- Variance

The Office of Planning has reviewed the above referenced case(s) and has no comments to offer.

For further questions or additional information concerning the matters stated herein, please contact David Pinning in the Office of Planning at 410-887-3480.

Prepared By:

**Division Chief:** 

CM/LL



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

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

Maryland Department of Transportation

Date: 6.16.05

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

RE:

Baltimore County

Item No. 083

LTM

Deal. 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,

Steven D. Foster, Chief

Engineering Access Permits Division

RE: PETITION FOR VARIANCE

10324 Bird River Road; N/side Bird River
Road, 230' W c/line Vincent Farm Road

\*
15<sup>th</sup> Election & 6<sup>th</sup> Councilmanic Districts
Legal Owner(s): John & Diane Delvin-Piskor\*

BEFORE THE

ZONING COMMISSIONER

FOR

BALTIMORE COUNTY

06-083-A

ENTRY OF APPEARANCE

\*

\*

Petitioner(s)

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 sent and all documentation filed in the case.

PETER MAX ZIMMERMAN

People's Counsel for Baltimore County

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 August, 2005, a copy of the foregoing Entry of Appearance was mailed to, Donald Hick, Hicks Engineering Associates, 200 E Joppa Road, Suite 402, Towson, MD 21286 and Deborah C. Dopkin, Esquire, 409 Washington Avenue, St 1000, Towson, MD, 21204, Attorney for Petitioner(s).

RECEIVED

AUG 1 9 200E

PETER MAX ZIMMERMAN

People's Counsel for Baltimore County

2 Max Limmerzman

Per....

#### DEBORAH C. DOPKIN, P.A.

ATTORNEY AT LAW

409 WASHINGTON AVENUE, SUITE 1000 TOWSON, MARYLAND 21204

TELEPHONE 410-821-0200 FACSIMILE 410-823-8509 e-mail ddopkin@dopkinlaw.com OCT 1 8 2005

DEBORAH C. DOPKIN

October 14, 2005

John V. Murphy, Esquire
Deputy Zoning Commissioner
for Baltimore County
County Courts Building
401 Bosley Avenue, Suite 405
Towson, Maryland 21204

RE: 10324 Bird River Road
Case No. 06-083-A

Dear Mr. Murphy:

Pursuant to your request at the hearing on October 11, 2005, I am enclosing herewith copies of the original Deeds for the above captioned property.

The earliest Deed enclosed is dated June 11, 1946 which references an earlier Deed for the same lot of ground from September of 1941. I believe this deed establishes that the lot existed in its current configuration for over sixty years. It was not conveyed again until 1974 by a Deed recorded among the Land Records in Liber 5478, Folio 496. Subsequently, it was conveyed in April of 1990, again without change in the lot in any way. In 1997, the property was conveyed to Steven J. Kurek by Deed recorded at Liber 12249, Folio 580. That Deed conveys two separately described parcel, the second of which appears to be nearby and possibly adjoining. However, the Grantee under the 1997 Deed defaulted on his Deed of Trust and the property was the subject of a foreclosure action in the year 2001. The foreclosure resulted in the parcels being sold separately by the Department of Housing and Urban Development.

The subject property has existed in its present configuration for over sixty-five years and substantially predates the R.C. zoning classification, and in fact any zoning in Baltimore County.

John V. Murphy, Esquire Deputy Zoning Commissioner for Baltimore County October 14, 2005 Page 2

As such, we believe that the lot cannot be brought into conformity with the Baltimore County Zoning Regulations and submit that the requested variance should be granted. Thank you.

Very truly yours,

Deborah C. Dopkin

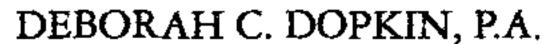
DCD/kmc

Enclosure

cc: Mr. and Mrs. John Piskor

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ATTORNEY AT LAW

409 WASHINGTON AVENUE, SUITE 1000 TOWSON, MARYLAND 21204

> TELEPHONE 410-821-0200 FACSIMILE 410-823-8509 e-mail ddopkin@dopkinlaw.com

DEBORAH C DOPKIN

DEC - 6 2005

December 5, 2005

To the second se

John V. Murphy, Esquire
Deputy Zoning Commissioner
for Baltimore County
County Courts Building
401 Bosley Avenue, Suite 405
Towson, Maryland 21204

RE: 10324 Bird River Road Case No. 06-083-A

Dear Mr. Murphy:

Please find enclosed a copy of the application for resubdivision of the above captioned property, which has been submitted to the Development Review Committee ("DRC") for consideration. In that the DRC review will take approximately one month, I am asking that you defer any action on the Motion for Reconsideration of this matter until after the DRC has acted. Though I understand this is inconsistent to the requirements of the Zoning Commissioner Rules of Procedures, we would appreciate your deferring to the schedule of the Development Review Committee action.

Thanking you in advance, I am

Very truly yours,

Johanah C. Donkin

DCD/kmc

Enclosure

cc: Hicks Engineering, Inc.

C \docs\KMC\DCD\LETTERS 2005\murphy john-piskor3 wpd

Alfred Brennan, Jr., Esquire Mr. and Mrs. John Piskor

DEBORAH C. DOPKIN, P.A. ATTORNEY AT LAW 409 WASHINGTON AVENUE, SUITE 1000 TOWSON, MARYLAND 21204 TELEPHONE 410-821-0200 FACSIMILE 410-823-8509 e-mail ddopkin@dopkinlaw.com DEBORAH C. DOPKIN December 5, 2005 Timothy M. Kotroco, Esquire Director, Department of Permits and Development Management Baltimore County Office Building 111 West Chesapeake Avenue Towson, Maryland 21204 RE: DRC Application 10324 Bird River Road Dear Mr. Kotroco: Please find enclosed the application for the Development Review Committee for the resubdivision of the above captioned property from the adjoining lot, 10322 Bird River Road. The applicants and owners are John Piskor and his wife, Diane Devlin-Piskor. Their mailing address is 2020 Flintshire Road, Baltimore, Maryland 21237. Mr. and Mrs. Joshua Sines, the prior owners of the property support this request. The reason for this request for resubdivision arises in connection with zoning case no. 06-083-A, a petition for variances on the subject property. In a decision dated November 3, 2005, the Deputy Zoning Commissioner held that the subject property had merged for zoning purposes with the adjoining property at 10322 Bird River Road, because at a time prior to applicant's ownership, the two lots were owned by one person. The grantors, Mr. and Mrs. Joshua Sines sold each lot to separate individuals with the intention and belief that each lot could stand on its own to support a residence. In the Deputy Zoning Commissioner's decision, a copy of which is enclosed, the Deputy Zoning Commissioner indicates that the only "solution" to zoning merger is resubdivision. The subject lot has always existed as a separate lot on the assessment records of the State of Maryland and continues to do

Timothy M. Kotroco, Esquire Director, Department of Permits and Development Management December 5, 2005 Page 2

so. It has a separate driveway, address and tax account. Mr. and Mrs. Sines sold the property to Mr. and Mrs. Piskor as an arm's length transaction and the applicants are bona-fide purchasers for value who had no prior history of use with this lot.

The applicants intend to improve the lot as their primary residence. I submit that this request for resubdivision is appropriate for consideration by the DRC in accordance with the attached application.

Thank you for your prompt attention to this matter.

Very truly yours,

Deborah C Donkin

DCD/kmc

Enclosure

cc: Mr. and Mrs. John Piskor

Alfred Brennan, Jr., Esquire

Mr. Donald Hicks

Mr. John Murphy, Deputy Zoning Commissioner

C:\docs\KMC\DCD\LETTERS 2005\kotroco timothy-piskor2.wpd





ATTORNEY AT LAW

409 WASHINGTON AVENUE, SUITE 1000
TOWSON, MARYLAND 21204

TELEPHONE 410-821-0200 FACSIMILE 410-823-8509 e-mail ddopkin@dopkinlaw.com

DEBORAH C DOPKIN

February 23, 2006

John V. Murphy, Esquire
Deputy Zoning Commissioner
for Baltimore County
County Courts Building
401 Bosley Avenue, Suite 405
Towson, Maryland 21204

RE: 10324 Bird River Road Case No. 06-083-A

Dear Mr. Murphy:

Pursuant to my letter of December 5, 2005, I am writing to advise you of the action taken by the Development Review Committee in connection with the above captioned property. As you may recall from my letter that accompanied the DRC application, the prior owners, Mr. and Mrs. Joshua Sines, through their attorney, Al Brennan, Jr., joined with my clients in the application for the subdivision.

On Tuesday, February 21, 2006, the Development Review Committee convened and considered the subdivision of 10324 Bird River Road to divide it from the adjoining property at 10322 Bird River Road. At that time, the DRC approved this matter as a minor subdivision pursuant to 324-106(b)(5) of the Baltimore County Code (DRC #01-03-06G).

As you may recall, I had filed a Motion for Reconsideration which is pending. I would appreciate your holding this matter open to afford me time to analyze the effect of the minor subdivision and advise my client how to proceed.

Very truly yours,

Deborah C. Dopki

DCD/kmc

cc: People's Counsel for Baltimore County

Hicks Engineering, Inc.

Alfred Brennan, Jr., Esquire

Mr. and Mrs. John Piskor

C:\docs\KMC\DCD\Letters 2006\murphy john-piskor.wpd

#### DEBORAH C. DOPKIN, P.A.

ATTORNEY AT LAW

409 WASHINGTON AVENUE, SUITE 1000 TOWSON, MARYLAND 21204

> TELEPHONE 410-821-0200 FACSIMILE 410-823-8509 e-mail ddopkin@dopkinlaw.com

DEBORAH C. DOPKIN

March 16, 2006

# Via Facsimile Transmission and First Class Mail

John V. Murphy, Esquire
Deputy Zoning Commissioner
for Baltimore County
County Courts Building
401 Bosley Avenue, Suite 405
Towson, Maryland 21204

RE: 10324 Bird River Road
Case No. 06-083-A

Dear Mr. Murphy:

This letter is to confirm our conversation of earlier this week wherein I requested that you set the above captioned matter in for a continued hearing. As you may recall, the matter is being held pending a Motion for Reconsideration, which I had filed with you some time ago.

Thanking you in advance for your consideration, I am

Very truly yours,

Deborah C. Dopkin

DCD/kmc

cc: Zoning Office for Baltimore County
People's Counsel for Baltimore County
Alfred Brennan, Jr., Esquire
Hicks Engineering, Inc.
Mr. and Mrs. John Piskor

C:\docs\KMC\DCD\Letters 2006\murphy john-piskor2.wpd



JAMES T SMITH, JR. County Executive

March 17, 2006

WILLIAM J. WISEMAN III

Zoning Commissioner

Deborah C. Dopkin, Esq. 409 Washington Avenue #1000 Towson, Maryland 21204

Re: Motion for Reconsideration – Petition for Variance

Case No. 06-083-A

Property: 10324 Bird River Grove Road

Dear Ms. Dopkin:

This letter is to confirm that the above-captioned matter has been scheduled for Friday, April 7, 2006, at 9:00 AM in Room 407 of the County Courts Building in Towson. Per your request, a copy of this letter has been sent to your clients and to the engineer for notification of the hearing date, time and location as well.

In the meantime, should anyone have any questions on the subject, please do not hesitate to call me.

Very truly yours,

John V. Murphy

Deputy Zoning Commissioner

for Baltimore County

JVM:dlw

c: Mr. John M. Piskor and Diane M. Delvin-Piskor, 2020 Flintshire Road, #202, Baltimore, MD 21237

Mr. Donald E. Hicks, Hicks Engineering, 200 E. Joppa Road, Suite 402, Towson, MD 21286

Lase File; Kristen Matthews, PDM



JAMES T. SMITH, JR. County Executive

WILLIAM J. WISEMAN III

Zoning Commissioner

March 23, 2006 (Revised)

Deborah C. Dopkin, Esq. 409 Washington Avenue #1000 Towson, Maryland 21204

Re: Motion for Reconsideration - Petition for Variance

Case No. 06-083-A

Property: 10324 Bird River Road

Dear Ms. Dopkin:

This letter is to confirm that the above-captioned matter has been scheduled for Friday, April 7, 2006, at 9:00 AM in Room 407 of the County Courts Building in Towson. Per your request, a copy of this letter has been sent to your clients and to the engineer for notification of the hearing date, time and location as well.

In the meantime, should anyone have any questions on the subject, please do not hesitate to call me.

Very truly yours,

John V. Murphy

Deputy Zoning Commissioner

for Baltimore County

JVM:dlw

c: Mr. John M. Piskor and Diane M. Devlin-Piskor, 2020 Flintshire Road, #202, Baltimore, MD 21237

Mr. Donald E. Hicks, Hicks Engineering, 200 E. Joppa Road, Suite 402,

Towson, MD 21286

Case File; Kristen Matthews, PDM

## 10328 BIRD RIVER ROAD BALTIMORE, MARYLAND 21220-1506

April 5, 2006

The Honorable John Murphy
Deputy Zoning Commissioner
401 Bosley Avenue
Towson, Maryland 21204

APR 6 7 2006

**RE:** Case No. 06-083-A

10324 Bird River Road

Dear Mr. Murphy:

As the owner of the property at 10328 Bird River Road which immediately adjoins 10324 Bird River Road, I am familiar with the history of that lot. My wife and I have lived at this location for twenty-two years.

The only improvement on 10324 Bird River Road is a storage building. Originally, the building was a barn, used to stable horses. A subsequent owner refurbished the building and used it to store materials for a business located elsewhere in the county. To our knowledge, the building has never been used as a garage for the house located on 10322 Bird River Road

It would be in keeping with the neighborhood if 10324 Bird River Road is improved with a single family dwelling and we have no objection to the proposed residence on the property.

Business obligations prevent me from attending the hearing on April 7, 2006, but I am available to speak with you by telephone at 443-506-3220 if I can be of assistance. I have had this letter notarized in the hope that you will consider the information in reaching a favorable decision.

Thank you.

Sincerely,

George M. Myers, Jr.

### STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

HIEREBY CERTIFY that on this 5 day of April , 2006 before me, a Notary Public in and for the State and County aforesaid, personally appeared George M. Myers, Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he she executed the same for the purposes therein contained.

AS WITNESS my hand and notarial seal.

STATE OF MARYLAND

co. - ; of Baltimore

Sign and subscribed in due form before me this 5 day of 10 All All

# Hicks Engineering Associates, Inc.

200 East Joppa Road, Suite 402
Towson, Maryland 21286-3160

[410] 494-0001

Facsimile: [410] 821-8890

December 2, 2005

Baltimore County
Department of Permits and
Development Management
111 W. Chesapeake Avenue
Towson, MD 21204

Attention: Mr. Walt Smith

Development Review

Committee (DRC)

Subject: PISKOR PROPERTY
10324 Bird River Road
Baltimore, MD 21220-1506
HEA J.O. No. 21661

On behalf of our Client, Mr. and Mrs. John Piskor, owners of the subject property, Hicks Engineering Associates, Inc. is forwarding herewith, the below listed documents:

- 1. One copy of the completed DRC application form checklist -
- 2. Three copies of the DRC application, completed in full -
- 3. Nine copies of the plan folded to  $8 \frac{1}{2} \times 11$  inches -
- 4. \$ 50 fee (check made payable to Baltimore County).

Please notify this office as to the scheduled DRC meeting.

Very Truly Yours,

HICKS ENGENEERING ASSOCIATES, INC.

Donald E. Hicks, P.E.

cc: Deborah C. Dopkin, Esq. w/ Attachments

# BALTIMORE COUNTY DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT

# Development Review Committee (DRC) Application Form Checklist

All applications to the DRC must include the following:

X1.	Three copies of the DRC Application.	
X 2.	Three copies (one attached to each DRC Application) of a letter of request to the DRC containing the	
<del></del>	following:	
	X a. Name, address and phone number of the applicant	
	b. Explanation of the request to the DRC.	
	X c. Signature of the applicant.	
Х 3.	Nine copies of a plan*** showing the following:	
	A plan title box noting "Plan to accompany DRC request."	
	b. North arrow.	
	C. Vicinity map.	
	d. Election district.	
	X e. Councilmatic district.	
	X f. Property tax account numbers.	
	X g. Site property owner's name and address.	
_	X h. Scale of the drawing.	
•	X i. Boundaries of the property lines shown in heavy bold lines.	
	X j. Lengths of property lines	
	X k. Area of project site in square feet and acreage.	
	X 1. Proposed structures, heights and dimensions.	
	X m. Setbacks.	
	N/A n. Location of existing wells and septic systems.	
	$\frac{\overline{X}}{X}$ o. Zoning information:	
	X 1. Current zoning on the property.	
	X 2. Case numbers of any zoning hearings.	
	X 3. Dates of zoning orders.	
	X 4. Indication of what was granted or denied by the zoning commissioner.	
•	X 5. Copies of zoning orders attached to the DRC Application.	
	***Note: For refinements and material changes to previously approved plans you must use copies of the las	st
	approved plan to show items 3a-o listed above. Please show all changes in red.	-
X 4.	One copy of this checklist completed and signed by the applicant or the consultant.	
X 5.	Check for \$50 payable to Baltimore County, MD (do not staple to forms).	

I have reviewed the DRC application and plan using this checklist to insure that the application and plan are complete. I understand that an incomplete application or plan may cause the DRC to delay its action on this request.

Print Name DONALD E. HICKS, P.E.

rev. 10/2004

# BALTIMORE COUNTY DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT

# DEVELOPMENT REVIEW COMMITTEE (DRC) APPLICATION

	Filing Date:
This application must be accompanied by the following:  1. One copy of the completed DRC application form check.  2. Three copies of this DRC application, completed in full.  3. Three copies of a letter of request (attach one to each D.4. Nine copies of the plan folded to 8 ½ x 11 inches.  5. \$50 fee (check made payable to Baltimore County and paya	Stamp in w/PDM date stamp here klist.  RC application).
Project Name: PISKOR PROPERTY	PDM File #:
Project Address: 10324 BIRD RIVER ROAD	Zip Code: 21220 ADC Map #: 30-A12
Councilmanic District: 6 Election District: 15	Project Acreage: 0.582
Tax Account No(s): 15 02650911	Zoning: RC-3
Engineer: HICKS ENGINEERING ASSOCIATES, INC.	Engineer's Phone No.: 410-494-0001
Applicant: JOHN M. & DIANE DEVLIN-PISKOR	Applicant's Phone No.: 410-866-0037
Address: 2020 FLINTSHIRE ROAD	
BALTIMORE: MD Zip_	21237 Email:
Is this an antenna?Yes_X No If "Yes" check one of the formation (TO BE COMPLETED BY T	(CAC) (WTC) (CFC)
<ul> <li>(X) Limited Exemption under Section 32-4-106 ( A-1</li> <li>( ) Material Amendment to the plan</li> <li>( ) Plan Refinement</li> <li>( ) Waiver of public works standards</li> <li>( ) Requires a Zoning ( ) Special Hearing; ( ) Special</li> <li>( ) Other</li> </ul>	Exception; (X) Variance (CASE NO. 06-083-A)

This application must be accompanied by a written request. That request must be in the form of a letter, legibly printed or typed, and signed by the applicant. The letter must contain the name, address and telephone number of the applicant and must provide details of the request.

Please note that a DRC application form checklist is available in room 123 of the Baltimore County Office Building and on the Baltimore County web site at www.co.ba.md.us. A copy of that checklist must be completed and included along with this DRC application.

Please see the DRC application form checklist for complete submittal requirements.

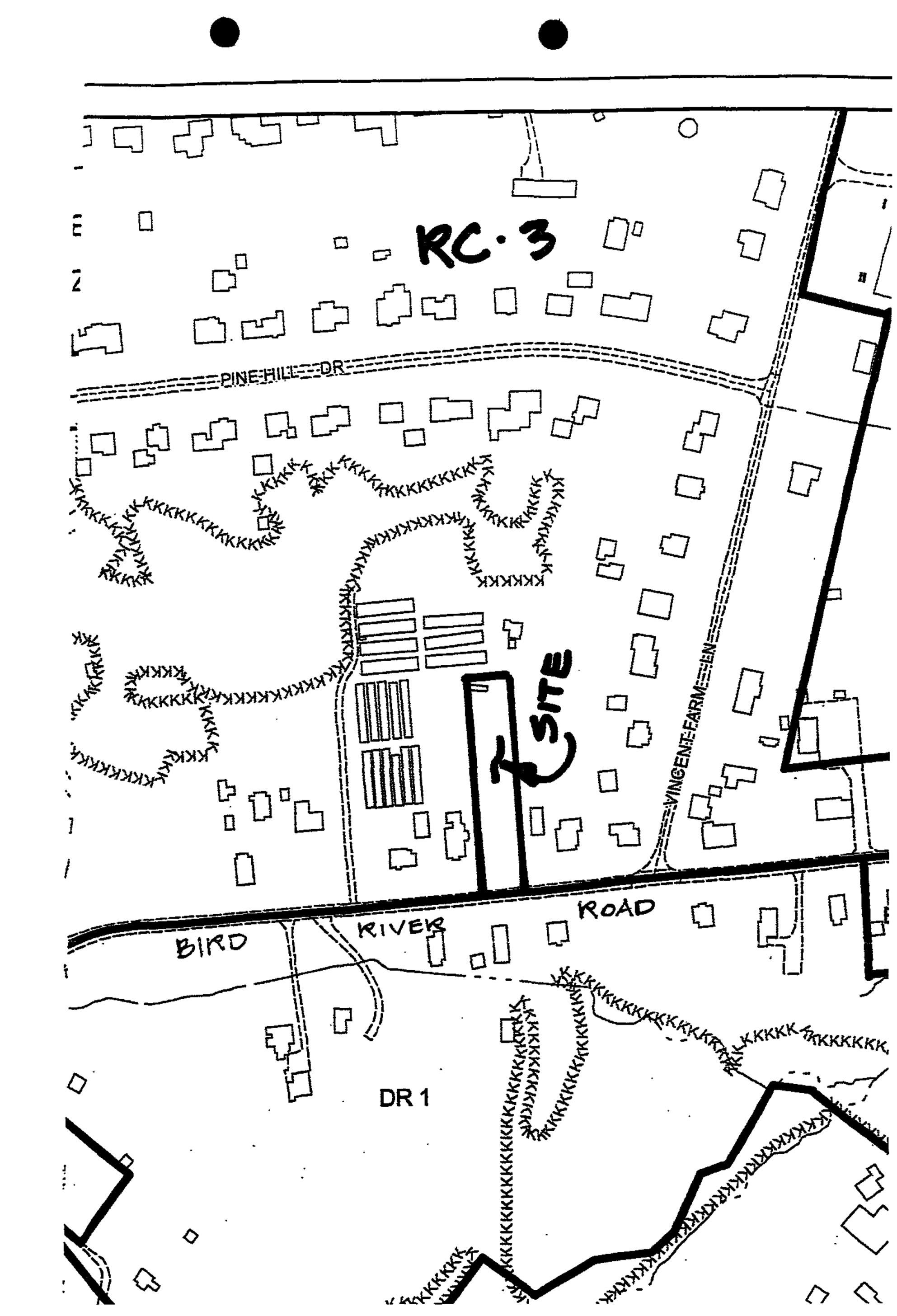
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ASSOCIATE AD, SUITE #402 AND 21286-3160 -0001	GIS DOCUMENT CONTAINS HE
HICKS ENGINEERING ASSOCIATES, 200 E. JOPPA ROAD, SUITE #402 TOWSON, MARYLAND 21286-3160 410-494-0001	
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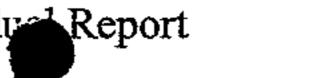
PLEASE PRINT CLEARLY

CASE NAME OG - O 8 3 A
CASE NUMBER
DATE

PETITIONER'S SIGN-IN SHEET

E- MAIL	1) Dorkin & Darling.	•											
CITY, STATE, ZIP	poziz went	iTIMORE 2/2	DAC/1008& 2/2-31	Janish Allo 2112									
ADDRESS	( <del>?</del>	IRER RI	\$	The Supply									
NAME	Deborah John	DIANE DEVLIN-PISKOR	JOHN MISKOK	Charle Of Hicks									







Click here for a plain text ADA compliant screen.



Go Back View Map **New Search Ground Rent** 

**Account Identifier:** 

District - 15 Account Number - 1502650910

**Owner Information** 

Owner Name:

COX GARRIOTT J,2ND

ARRINGTON PAMELA

Use:

RESIDENTIAL

Mailing Address:

10322 BIRD RIVER RD

**BALTIMORE MD 21220-1506** 

Principal Residence: **Deed Reference:** 

1) /21500/ 550

YE\$

**Location & Structure Information** 

**Premises Address** 

10322 BIRD RIVER RD

**Legal Description** 

.582 AC

10322 BIRD RIVER RD 230FT W VINCENT FARM LA

Plat No:

Map 83

Grid Parcel Sub District 81

**Subdivision** 

Section

**Block Lot** 

STANDARD UNIT

**Assessment Area** 

Plat Ref:

Special Tax Areas

Town **Ad Valorem Tax Class** 

1941 **Stories Basement YES** 1 1/2

**Primary Structure Built** 

1,518 SF Type

25,351.00 SF

**Property Land Area** 

**County Use** 04

**Exterior** SIDING

**Value Information** 

**Enclosed Area** 

Phase-in Assessments Value **Base** As Of As Of Value As Of 01/01/2003 07/01/2005 07/01/2006 Land: 45,330 45,330 Improvements: 113,610 113,610 NOT AVAIL Total: 158,940 158,940 158,940 **NOT AVAIL** Preferential Land: 0

**Transfer Information** 

Seller: SINES JOSHUA M

IMPROVED ARMS-LENGTH Type:

Date: Deed1: /21500/ 550

03/03/2005

Price: \$210,000

Deed2:

Seller: SECRETARY OF HOUSING AND

12/24/2003 Date: **Deed1:** /19344/ 404

\$0 Price:

**NOT ARMS-LENGTH** Type: Seller:

KUREK STEVEN J

09/18/2003 Date:

Deed2: /19344/ 397

Price: \$163,000

Deed2:

**Deed1:** /18816/ 739

MULT ACCTS ARMS-LENGTH Type:

**Partial Exempt Assessments** 

**Exemption Information** 

07/01/2006 07/01/2005

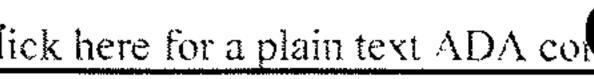
000 0 County 0 0 State 000 0 0 Municipal 000

Class

Tax Exempt: **Exempt Class:**  NO

**Special Tax Recapture:** 

\* NONE \*





**Real Property Data Search** 

Go Back View Map New Search **Ground Rent** 

**Account Identifier:** 

District - 15 Account Number - 1502650911

**Owner Information** 

**Owner Name:** 

DEVLIN-PISKOR DIANE M

PISKOR JOHN M

Use:

RESIDENTIAL

Principal Residence:

NO

**Mailing Address:** 

10324 BIRD RIVER RD

**BALTIMORE MD 21220-1506** 

**Deed Reference:** 

1) /22256/ 191

2)

Location & Structure Information

**Premises Address** 

BIRD RIVER RD

**Legal Description** 

.582 AC NS BIRD RIVER RD

175 W VINCENT FARM RD

Map Grid **Sub District Subdivision** Parcel Section Błock Plat No: Lot **Assessment Area** 83 82 Plat Ref: 3

Special Tax Areas

Town Ad Valorem

Tax Class

**Primary Structure Built Enclosed Area Property Land Area County Use** 0000 25,351.00 SF 04

**Stories** 

**Basement** 

**Type** 

Exterior

**Value Information** 

**Value** Base Phase-in Assessments Value As Of As Of As Of 01/01/2003 07/01/2005 07/01/2006 Land: 25,830 25,830 Improvements: 0 0 Total: 25,830 25,830 25,830 **NOT AVAIL** Preferential Land: **NOT AVAIL** 0

**Transfer Information** 

Seller: SINES JOSHUA M 07/27/2005 Date: Price: \$120,750

UNIMPROVED ARMS-LENGTH Deed1: /22256/ 191 Type: Deed2:

Seller: SECRETARY OF HOUSING AND 12/24/2003 Price: \$0 Date: NOT ARMS-LENGTH

Deed2: /19344/ 397 Type: Deed1: /19344/ 404 Seller: KUREK STEVEN J 09/18/2003 \$163,000 Date: Price:

MULT ACCTS ARMS-LENGTH Type: /18816/ 739 Deed1: Deed2:

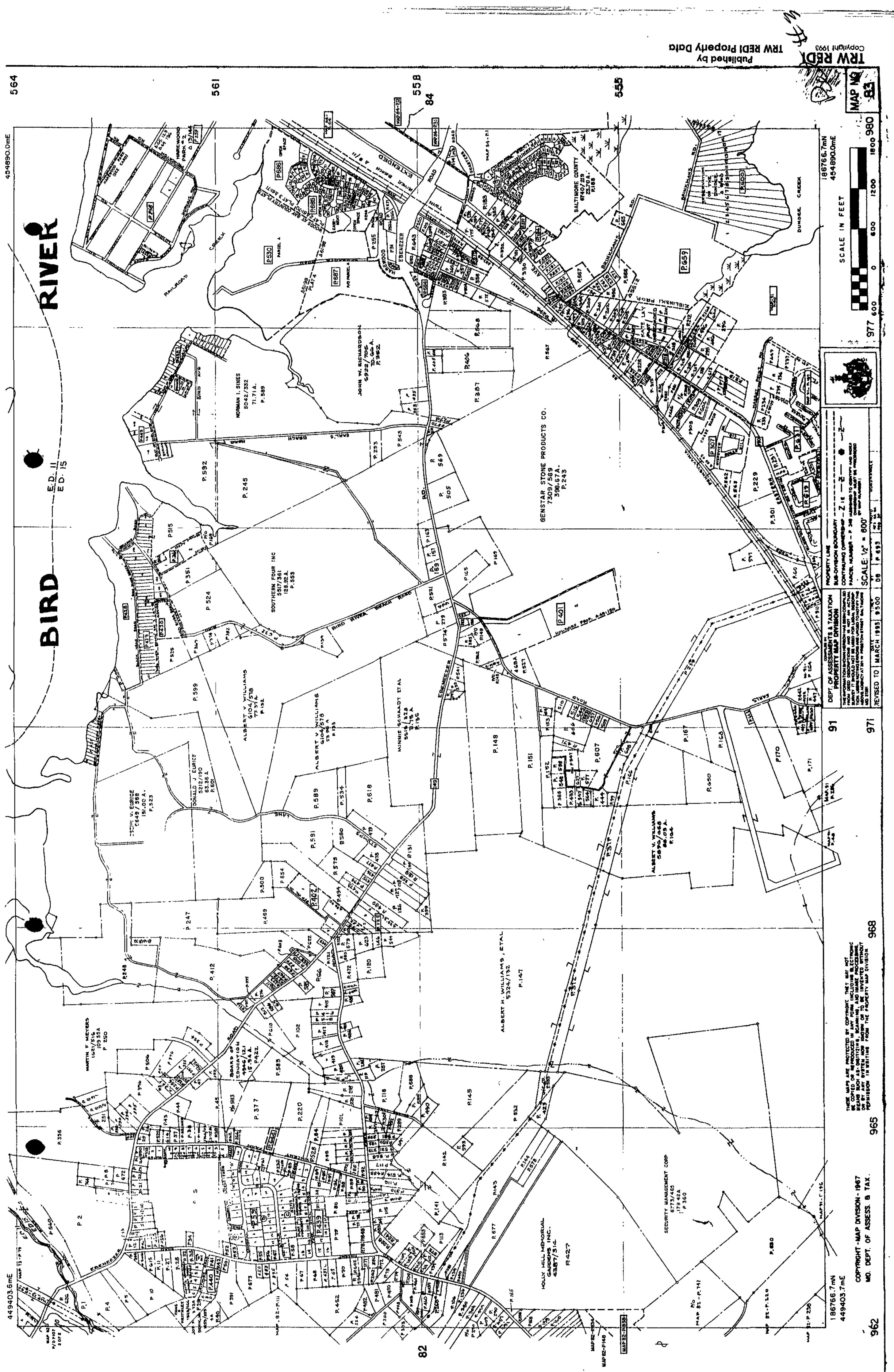
**Exemption Information** 

**Partial Exempt Assessments** 07/01/2005 Class 07/01/2006 000 County **State** 000 Municipal 000

Tax Exempt: **Exempt Class:**  NO

Special Tax Recapture:

\* NONE \*



THIS DEED, made this And day of May, in the year Two Thousand Five (2005), by and between Joshua M. Sines and Barbara D. Sines, parties of the first part, Grantors; and Diane M. Devlin-Piskor and John M. Piskor, wife and husband, parties of the second part, Grantees.

WITNESSETH, that in consideration of the sum of One Hundred Twenty Thousand Seven Hundred Fifty Dollars and 00/100 DOLLARS (\$120,750.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey to the said parties of the second part, as tenants by the entireties, their assigns, and to the survivor of them, and the personal representatives, heirs and assigns of the survivor of them, in fee simple, all that lot of ground situate, lying and being in Baltimore County, State of Maryland, and described as follows, that is to say:

BEGINNING for the same on the North side of Bird River Road at a point distant 701.43 feet measured Easterly along the North side of said road from a stone heretofore set at the beginning of the third line of a parcel of land which by deed dated July 22, 1910, and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 366, folio 124, was conveyed by Mary E. Bevans et al to Rudolph C. Magsamen and wife, said place of beginning being also distant seventy feet measured Easterly along the North side of the Bird River Road from the end of the first line of a parcel of land which by deed dated December 12, 1939 and recorded among the Land Records of Baltimore County in Liber C.W.B.Jr. No. 1087, folio 381 was conveyed by Charles A. Gambrill and wife, to David Edward Renecker and wife and running thence and binding on the North side of Bird River Road and on the third line of said parcel of land conveyed by Bevans to Magsamen South eightysix degrees twenty-seven minutes East seventy feet thence leaving said road binding for a part on the second line of a parcel of land Deed dated December 26, 1929, recorded among the Land Records of Baltimore County in Liber L.McL.M. No. 835, folio 506, was conveyed by Richard A. Vincent and wife to Tobias A. Shingledecker and wife North five degrees seven minutes East 350.13 feet thence running parallel to Bird River Road North eighty-six degrees twenty-seven minutes West 74.78 feet and thence south four degrees, twenty minutes West 350.03 feet to the place of beginning. Containing .582 acres more or less.

BEING one of the parcels of property described in a Deed dated 11/14/2003, which

TOGETHER WITH the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises, unto the said parties of the second part, as tenants by the entireties, their assigns, and to the survivor of them, and the personal representatives, heirs and assigns of the survivor of them, in fee simple.

The said parties of the first part hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said Grantors who has caused this Deed to be executed the day and year first above written:

WITNESS:

muande la murdock

Miranda K. Murdoch

Muranda Un Murdach

Miranda K. Murdoch

John DMYSEAL)

oshua M. Sines

Barbara D. Sines

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, on this day of May, 2005, before me, the subscriber, a Notary Public of the State of Maryland and the City/County aforesaid, personally appeared Joshua M. Sines and Barbara D. Sines known to me (or satisfactory proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained, and in my presence signed and sealed the same.

File Name: Sines
File No.: 03-3320A
File No. 42377-033H
FHA Case #: 241-465952

0019344 404

Parcel ID No. 15-1502650910 15-1502650911

WITNESSETH, That in consideration of the sum of ONE HUNDRED SIXTY FOUR THOUSAND AND 00/100 DOLLARS (\$164,000.00), the receipt whereof is hereby acknowledged, the said GRANTOR does grant and convey to the said Barbara Sines, Sole Owner, his/her personal representatives, heirs and assigns, in fee simple, all that lot of ground situate in Baltimore County, Maryland and described as follows, that is to say:

See Attached Exhibit "A" Hereto and Made A Part Hereof.

The improvements thereon being known as 10322 Bird River Road, Middle River, MD 21220.

Tax Account No. 15-1502650910.

BEING all and the same lot of ground which by Deed dated December 21, 2002, and recorded prior hereto among the Land Records of Baltimore County, Maryland, was granted and conveyed by R. Douglas Jones and/or Mary Jane Fischer, Substitute Trustees under a certain Deed of Trust from Steven J. Kurek, dated June 20, 1997, and recorded among the Land Records of Baltimore County, in Liber 0012249, Folio 584, parties of the first part; and Wells Fargo Home Mortgage, Inc., f/k/a Norwest Mortgage, Inc., (which corporation was either the original mortgagee or an assignee of the original mortgagee), party of the second part, unto Secretary of Housing and Urban Development.

BEING the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667).

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises to the said Barbara Sines, Sole Owner, his/her personal representatives, heirs and assigns, in Fee Simple.

AND the said party of the first part covenant that it will warrant the property hereby conveyed and that it will execute such further assurances of said land as may be necessary, restricted solely to the exact date the grantor received title until the date of execution of this instrument.

2

## EXHIBIT A

# -- PARCEL NO. 1:

BEGINNING for the same on the North side of the Bird River Road at a point distant 631-43/100 feet measured Easterly along the North side of said Road from a stone heretofore set at the beginning of the third line of a parcel of land which by deed dated July 22, 1910 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 366, folio 124 was conveyed by Mary E. Bevans et al. to Rudolph C. Magsamen and wife, said place of beginning also being at the beginning of the second line of a parcel of land which by a deed dated December 12, 1939 and recorded among the Land Records of Baltimore County in Liber C.W.B. Jr. No. 1087, folio 381 was conveyed by Charles A. Gambrill and wife to David Edward Renecker and wife, and running thence with and binding on said second line and on a part of the third line of said parcel of land conveyed by Gambrill to Renecker, the two following courses and distances, viz: North 3 degrees 33 minutes East 350 feet and South \$6 degrees 27 minutes East 74-78/100 feet, thence leaving said outline and running for a line of division, South 4 degrees 20 minutes West 350-03/100 feet to the North side of the Bird River Road, thence binding on the North side of said Road, North \$6 degrees 27 minutes West 70 feet to the place of beginning. Containing 0.582 of an acre of land more or less.

# PARCEL NO. 2:

BEGINNING for the same on the North side of Bird River Road at a point distant 701.43 feet measured Easterly along the North side of said road from a stone heretofore set at the beginning of the third line of a percei of land which by deed dated July 22, 1910, and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 366, folio 124, was conveyed by Mary E. Bevans et al. to Rudolph C. Magsamen and wife, said place of beginning being also distant seventy feet measured Easterly along the North side of the Bird River Road from the end of the first line of a percel of land which by deed dated December 12, 1939 and recorded among the Land Records of Baltimore County in Liber C.W.B. Jr. No. 1087, folio 381 was conveyed by Charles A. Gambrill and wife to David Edward Renecker and wife and running thence and binding on the North side of Bird River Road and on the third line of said parcel of land conveyed by Bevans to Magsamen South eighty-six degrees twenty-seven minutes East seventy feet thence leaving said road binding for a part on the second line of a parcel of land Deed dated December 26, 1929, recorded among the Land Records of Baltimore County in Liber L.McL.M. No. 835, folio 506, was conveyed by Richard A. Vincent and wife to Tobias A. Shingledecker and wife North five degrees seven minutes East 350.13 feet thence running parallel to Bird River Road North eighty-six degrees twenty-seven minutes West 74.78 feet and thence south four degrees, twenty minutes West 350.03 feet to the place of beginning. Containing .582 acres more or less.

IN TESTIMONY WHEREOF, the undersigned has set forth his/her hand as a true and lawful attorney-in-fact, for an on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of the Federal Regulations, Title 24, Chapter II, Part 200, Subpart D.

WITNESS the hand and seal of said GRANTOR.

		f Housing and Url	ban Development
KAN T	By:		
	The state of the s	min Bo	{Seal}
	Náme: F	RMIN BOUL PRNEY IN FACT	BRENDA THERESE WOOD  Comm. # 1286371  VOTARY PUBLIC-CALIFORNIA  Orange County
STATE OFCALIFORNIA,	RANGE COUNT	Y, to wit:	My Comm. Expires Dec. 4, 2004
I HEREBY CERTIFY, That on the before me, the subscriber, a Notary Pulappeared FIRMIN BOUL, known name is/is set forth in the within Deed, and did further acknowledge that he/she execontained, by the aforesaid authority on burban Development.	ablic of the Stome (or satisful duly appointed that aforements	tate and County factorily proven) to ed agent of the U.S. regoing deed for	aforesaid, personally be the person whose Dept. of HUD, and the purposes therein
IN WITNESS WHEREOF, I hereu	into set my hand	d and official seal.	
My commission expires: /2/4/04/.	Notary	Public Public	
THIS IS TO CERTIFY that the withe undersigned, an Attorney duly admitted	thin Deed was	prepared by, or und	der the supervision of ppeals of Maryland.
After recording return to:	•		
Crown-Title Corporation  1-Sanford Avenue -			
Catonsville, Maryland 21228			

After recording return to:

Crown-Title Corporation

1-Sanford Avenue—
Catonsville, Maryland-21228

Phone: (410)-719-0200

Fax: (410)-719-0300—

BRENNAN AND BRENNAN

ATTORNEYS AT LAW, P.A.

825 EASTERN BOULEVARD

BALTIMORE, MARYLAND 21221

(410) 687-3434

THIS DEED, Made this 21st day of December, 2002, by and between R. Douglas Jones and/or Mary Jane Fischer, Substituted Trustees, under a certain Deed of Trust from Steven J. Kurek, dated June 20, 1997, and recorded among the Land Records of Baltimore County, in Liber 0012249, Folio 584, parties of the first part; and Wells Fargo Home Mortgage, Inc. f/k/a Norwest Mortgage, Inc., (which corporation was either the original mortgagee or an assignee of the original Mortgagee), party of the second part; The Secretary of Housing and Urban Development, an officer of the United States of America having an address of c/o Michaelson, Connor & Boul, 5312 Bolsa Avenue, Suite 200, Huntington Beach, CA 92649, ATTN: Single-Family Property Disposition Branch. (claiming its exemption under the Annotated Code of Maryland Tax-Property Article 12-108(a)), its successors and assigns, party of the third part.

WHEREAS at a public sale made on November 8, 2002, by the said R. DOUGLAS JONES AND/OR MARY JANE FISCHER, SUBSTITUTED TRUSTEES, in pursuance of the power and authority vested in them as Trustee, in and by the said Deed of Trust from Steven J. Kurek, to B. George Ballman, Trustee(s), dated June 20, 1997, and recorded among the Land Records of Baltimore County, in Liber 0012249, Folio 584, (the said R. Douglas Jones and/or Mary Jane Fischer having been appointed as Substituted Trustees for the original Trustees by Deed of Appointment dated May 24, 2001, and recorded among the Land Records of Baltimore County, in Liber 15234, Folio 193) which said sale was made after default had occurred under said Deed of Trust, and at the request of the party secured, and after due public notice of sale, and after docketing suit in the Circuit Court for Baltimore County, Case No. 03-c-01-005575, and after approved Bond had been duly filed in the Circuit Court for Baltimore County, the lot of ground and improvements thereon, hereinafter described, being the property by said Deed of trust conveyed, was sold unto Wells Fargo Home Mortgage, Inc. f/k/a Norwest Mortgage, Inc., (which corporation was either the original Mortgagee or an assignee of the original Mortgagee) which was then and there the highest bidder, at and for the sum of \$163,000.00, current money.

AND WHEREAS, the aforesaid sale was duly reported to and ratified and confirmed by the said Circuit Court for Baltimore County by Order dated December 20, 2002.

AND WHEREAS, the purchase money aforesaid having been fully paid and satisfied to the said Substituted Trustees, they are in law duly authorized to execute these presents.

AND WHEREAS, the party of the second party has assigned its interest in the property hereinafter described, to the party of the third part and desires that the property be conveyed directly to the party of the third part as is evidenced by the execution of this Deed by the party of the second part.

NOW THIS DEED WITNESSETH: That the said R. DOUGLAS JONES AND/OR MARY JANE FISCHER, SUBSTITUTED TRUSTEES, as aforesaid in execution of the power and authority in them vested by said Deed of Trust, parties of the first part, and the said Wells Fargo Home Mortgage, Inc. f/k/a Norwest Mortgage, Inc., party of the second part, in consideration of the premises and of the sum of \$163,000.00, paid by the said party of the third part, does hereby grant and convey unto the said The Secretary of Housing and Urban Development, an officer of the United States of America, its successors and assigns, party of the third part, all that lot of ground with its appurtenances situate and lying in Baltimore County, State of Maryland, and particularly described as follows:

## SEE ATTACHED EXHIBIT "A"

0018816 740

TOGETHER with the buildings and improvements thereupon and the rights, alleys, ways, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises, with its improvements and appurtenances aforesaid unto the use of the said The Secretary of Housing and Urban Development, an officer of the United States of America, its successors and assigns, in fee simple.

WITNESS, the hand and seal of the said Substituted Trustees, the day and year first above written.

WITNESS

9 R.O

\_\_(SEAL)

R. Douglas Jones

\_(SEAL)

Mary Jane Hischer Substituted Trustees

Wells Fargo Home Mortgage, Inc. f/k/a Norwest Mortgage, Inc.

BY 2010

Diane M. Hubbel, Attorney in Fact for Norwest Mortgage, Inc., n/k/a Wells Fargo Home Mortgage, Inc., pursuant to a Power of Attorney dated and recorded on May 23, 2002 in the Land Records of Baltimore County at Liber 16441, Folio 485.

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 20th day of December, 2002, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore County, aforesaid, personally appeared Diane M. Hubbel, Attorney in Fact, for Norwest Mortgage, Inc., n/k/a Wells Fargo Home Mortgage, Inc., pursuant to a Power of Attorney dated and recorded on May 23, 2002 in the Land Records of Baltimore County at Liber 16441, Folio 485, and acknowledged the foregoing Deed to be her act.

AS WITNESS, my hand and Notarial Seal.

NOTARY PUBLIC

Lisa M. Holmes

My Commission Expires: 03/01/06

COMMISSION

EXPIRES 3/1/06



This Deed, MADE THIS 20th day of June in the year One Thousand Nine Hundred Ninety Seven by and between Jeffrey S. Robinson and Meliasa L. Robinson, parties of the first part, and Steven J. Kurek, party of the second part.

Witnesseth, That in consideration of the sum of One Hundred Forty Four Thousand Dollars and NO Cents (\$144,000.00), the receipt of which is hereby acknowledged, the said parties of the first part do grant and convey to the said party of the second part, as Sole Owner, his/her personal representatives, heirs and assigns, in fee simple, that parcel of ground situate in Baltimore County, Maryland and described as follows, that is to say:

See Exhibit A attached hereto and made a part hereof

BEING the same parcel of ground which by deed dated April 2, 1990 and recorded among the Land Records of Baltimore County, Maryland in Liber SM No. 8457, folio 153 was granted and conveyed by Donald E. Beckman and Carolyn M. Beckman unto Jeffrey S. Robinson and Melissa L. Robinson, the Grantor herein.

BEING also the same parcel of ground which by deed dated March 27, 1991 and recorded among the Land Records of Baltimore County, Maryland in Liber SM No. 8746, folio 826 was granted and conveyed by Donald E. Beckman and Carolyn M. Beckman unto Jeffrey S. Robinson and Melissa L. Robinson, the Grantors herein.

THE WITHIN GRANTEE(S) DO HEREBY CERTIFY UNDER THE PENALTY(IES) OF PERJURY THAT THE LAND CONVEYED HEREIN IS RESIDENTIALLY IMPROVED OWNER-OCCUPIED REAL PROPERTY AND THAT THE RESIDENCE WILL BE OCCUPIED BY US AS EVIDENCED BY THE SIGNATURE(S) BELOW.

This is to certify the within instrument was prepared under the supervision of an Attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

F. Michael Grace

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises to the said party of the second part as Sole Owner, his/her personal representatives, heirs and assigns, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said Grantor(s) and Grantee(s).

Test:		_ // (72 /	
400		JEFFREY S. ROBINSON	_(SEAL)
	<u> </u>	MELISSA L. ROBINSON,	_(SEAL)
**************************************	······································	STEVEN J. KUREK	(SEAL)
A: 	CEIVED FOR TRANSFER State Department of seessments & Taxation or Bultimore County	AGRICULTURAL TRANSFER TAX NOT APPLICABLE SIGNATURE DATES DATES DE LA COMPANION	•

# 0012249 581

#### **EXHIBIT A**

#### PARCEL NO. 1:

BEGINNING for the same on the North side of the Bird River Road at a point distant 631-43/100 feet measured Easterly along the North side of said Road from a stone heretofore set at the beginning of the third line of a parcel of land which by deed dated July 22, 1910 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 366, folio 124 was conveyed by Mary E. Bevans et al. to Rudolph C. Magsamen and wife, said place of beginning also being at the beginning of the second line of a parcel of land which by a deed dated December 12, 1939 and recorded among the Land Records of Baltimore County in Liber C.W.B. Jr. No. 1087, folio 381 was conveyed by Charles A. Gambrill and wife to David Edward Renecker and wife, and running thence with and binding on said second line and on a part of the third line of said parcel of land conveyed by Gambrill to Renecker, the two following courses and distances, viz: North 3 degrees 33 minutes East 350 feet and South 86 degrees 27 minutes East 74-78/100 feet, thence leaving said outline and running for a line of division, South 4 degrees 20 minutes West 350-03/100 feet to the North side of the Bird River Road, thence binding on the North side of said Road, North 86 degrees 27 minutes West 70 feet to the place of beginning. Containing 0.582 of an acre of land more or less.

#### PARCEL NO. 2:

BEGINNING for the same on the North side of Bird River Road at a point distant 701.43 feet measured Easterly along the North side of said road from a stone heretofore set at the beginning of the third line of a parcel of land which by deed dated July 22, 1910, and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 366, folio 124, was conveyed by Mary E. Bevans et al. to Rudolph C. Magsamen and wife, said place of beginning being also distant seventy feet measured Easterly along the North side of the Bird River Road from the end of the first line of a parcel of land which by deed dated December 12, 1939 and recorded among the Land Records of Baltimore County in Liber C.W.B. Jr. No. 1087, folio 381 was conveyed by Charles A. Gambrill and wife to David Edward Renecker and wife and running thence and binding on the North side of Bird River Road and on the third line of said parcel of land conveyed by Bevans to Magsamen South eighty-six degrees twenty-seven minutes East seventy feet thence leaving said road binding for a part on the second line of a parcel of land Deed dated December 26, 1929, recorded among the Land Records of Baltimore County in Liber L.Mcl.M. No. 835, folio 506, was conveyed by Richard A. Vincent and wife to Tobias A. Shingledecker and wife North five degrees seven minutes East 350.13 feet thence running parallel to Bird River Road North eighty-six degrees twenty-seven minutes West 74.78 feet and thence south four degrees, twenty minutes West 350.03 feet to the place of beginning. Containing .582 acres more or less.

RETURNTO: Dulancy Valley Title
1301 York Rd. Scute 401
Lythonville, Md. 21093 LIBER 8 4 57 PAGE 152

The second secon

THIS DEED, Made this 2 day of 17074, 1990, by and between Donald E. Beckman and Carolyn M. Beckman, his wife, parties of the first part, and Jeffrey S. Robinson and Melissa L. Robinson, his wife, and daughter of the herein named Grantors, parties of the second part.

WITNESSETH, that for no consideration, the said parties of the first part do hereby grant and convey to and unto the said parties of the second part, their heirs and assigns, as tenants by the entireties in fee simple, all those lots of ground situate in Baltimore County, State of Maryland, and described as follows, that is to say:

Beginning for the same on the North side of Bird River Road at a point distant 701.43 feet measured Easterly along the North side of said road from a stone heretofore set at the beginning of the third line of a parcel of land which by a deed dated July 22, 1910, and recorded among the Land Records of Baltimore County in Einer W.P.C. No. 366, Folio 124, was conveyed by Mary E. Bevans et al. to Rudolph C. Magsamen and wife, said place of beginning being also distant seventy feet measured Easterly along the North side of the Bird River Road from the end of the first line of a parcel of land which by deed dated December 12, 1939 and recorded among the Land Records of Baltimore County in Liber C.W.B. Jr. No. 1087, Folio 381 was conveyed by Charles A. Gambrill and wife to David Edward Renecker and wife and running thence and binding on the North side of Bird River Road and on the third line of said parcel of land conveyed by Bevans to Magsamen South eighty-six degrees twenty-seven minutes East seventy feet thence leaving said road and binding for a part on the second line of a parcel of land Deed dated December 26, 1929, recorded among the Land Records of Baltimore County ir Liber L.McL.M. No. 835, Folio 506, was conveyed by Richard A. Vincent and wife to Tobias A. Shingledecker and wife

NOT APPLICABLE

RECUIVED FOR TRANSFER Sinte Department of -1-Appasements & Taration

for Laltingere County

CHARLES THE STATE OF THE STATE

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-8312] SM 8457, p. 0152

North five degrees seven minutes East 350.13 feet thence running parallel to Bird River Road North eighty-six degrees twenty-seven minutes West 74.78 feet and thence South four degrees, twenty minutes West 350.03 feet to the place of beginning. Containing .582 acres more or less.

BEING the same lot of ground which by Decd dated September 7, 1974 and recorded among the Land Records of Baltimore County in Liber 5478, Page 496 was granted and conveyed by Imanda McConnell to Donald Beckman and Carolyn Beckman, his wife, the herein named Grantors.

TOGETHER with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, to and unto the use of the said parties of the second part, as tenants by the entireties, their heirs and assigns, in fee simple.

WITNESS the hand and seal of said Grantors.

TEST:		
silva DO	DONALD E. BECKMAN	(SEAL)
Juli 2008	CAROLYN M. BECKMAN	(SEAL)
STATI: OF MA., COUNTY	OF BHETTINGE . to wit.	

I HEREBY CERTIFY that on this 2 day of Apul 1990, before me, the subscriber, a Notary Public of the state and county aforesaid, personally appeared DONALD E. BECKMAN, the be his act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 11/14/13

-2-

FER-SIMPLE DEED --- INDIVIDUAL GRANTOR AND GRANTEE --- 40

This Deed, Made this

774

day of September

in the year one thousand nine hundred and seventy-four , by and between

AMANDA McCONNELL, Widow

, of the first part, and

DONALD BECKMAN and CAROLYN BECKMAN, his wife

of the second part.

SP 20-74 2303116 \*\*\*\*\*850 SP 20-74 2303116 \*\*\*\*850

Witnesseth, that in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged by

the said

TRANSFER TAX NOT REQUIRED

AMANDA MCCONNELL

William F. Laudeman
Acting Director of Finance

Authorized Signature

does hereby grant and convey unto the said DONALD BECKMAN and CAROLYN BECKMAN, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her

heirs and assigns,

in fee simple, all

that

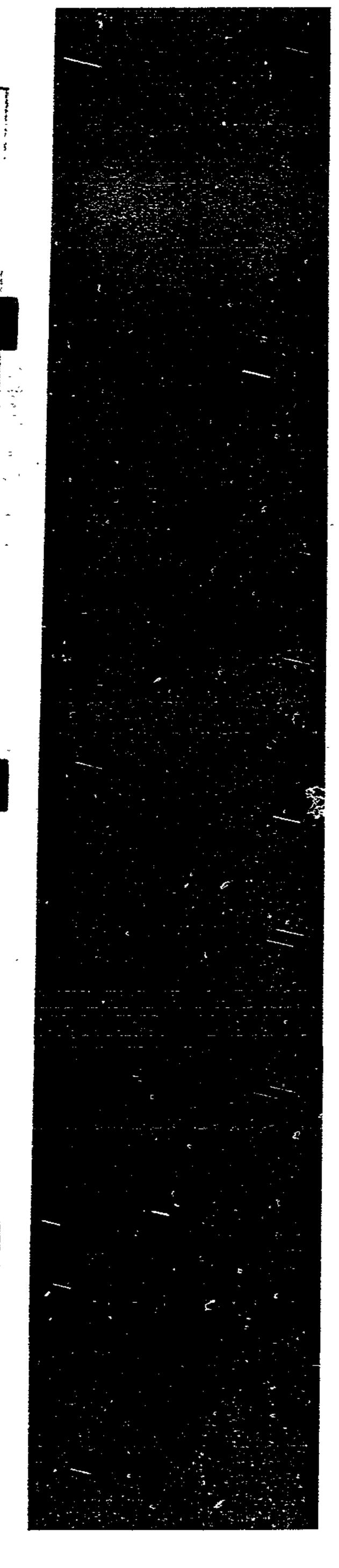
lot(\$) of ground, situate, lying and being in

Baltimore County

. State of Maryland, and described as follows, that is to say:

Beginning for the Same on the North side of Bird River Road at a point distant 701.43 feet measured Easterly along the North side of said road from a stone heretofore set at the beginning of the third line of a parcel of land which by a deed dated July 22, 1910, and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 366, Folio 124, was conveyed by Mary E. Bevans et al to Rudolph C. Magsamen and wife, said place of beginning being also distant seventy feet measured Easterly along the North side of the Bird River Road from the end of the first line of a parcel of land which by deed dated December 12, 1939 and recorded among the Land Records of Baltimore County in Liber C.W.B.Jr. No. 1087, Folio 381 was conveyed by Charles A. Gambrill and wife to David Edward Renecker and wife and running thence and binding on the North side of Bird River Road and on the third line of said parcel of land conveyed by Bevans to Magsamen South eighty-six degrees twenty-seven minutes East seventy feet thence leaving said road and binding for a part on the second line of a parcel of land Deed dated December 26, 1929, recorded among the Land Record of Baltimore County in Liber L.McL.M. No. 835, Folio 506, was conveyed by Richard A. Vincent and wife to Tobias A. Shingledecker and wife North five degrees seven minutes East 350.13 feet thence running parallel to Bird River Road North eighty-six degrees twentyseven minutes West 74.78 feet and thence South four degrees, twenty minutes West 350.03 feet to the place of beginning. Containing .582 acres more or less.

BEING the same lot of ground which by deed dated June 11, 1946 and recorded among the Land Records of Baltimore County in Liber R.J.S. No. 1465, Folio 192 was granted and conveyed by Charles A. Gambrill and wife to Robert C. Bricker and Amanda M. Bricker, his wife. The said Robert C. bricker departed this life on or about April 11, 1950 leaving surviving him the said Amanda M. Bricker who has since intermarried with Stilman C.McConnell who has since departed this life on or about June 5, 1974 leaving surviving him the Grantor herein.



±±5478 ≈±497

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said DONALD BECKMAN and CAROLYN BECKMAN, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her

heirs and assigns,

in fee simple.

And the said part y of the first part hereby covenant that she has
not done or suffered to be done any act, matter or thing whatsoever, to encumber the property
hereby conveyed; that she will warrant specially the property granted and that she will
execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor

TEST:

Imanda McConnell [SEAL]
Amanda McConnell

... [STAL]

State of Maryland, Baltimore County -

to wit:

I HEREBY CERTIFY, That on this

day of September

, 1974

before me, the subscriber, a Notary Public of the State of Maryland, in and for

Baltimore County

, personally appeared

#### Amanda McConnell

known to me (or satisfactorily proven) to be the person(z) whose name(z) is/zzz subscribed to the within instrument and acknowledged that she executed the same for the purposes therein cont. ined, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

My Companion repirescord SEP 20 1974 Poy 5. Garding, Jr.

Per Elmer H. Kahling, Jr., Clerk 963 AM.

Hall to Joffer John College

ecolpt No.

Project Control of the Control of th

Forty-six before me the subscriber a Notary Public of the State of Maryland in and for Baltimore County aforesaid phe undersigned officer personally appeared Reginald D Edwards and Dorothy L Edwards his wife known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained and further acknowledged said instrument to be their respective act

In Testimony Whereof I hereunto set my hand and affix my notarial seal

(Notarial)

(Seal)

Notary Public

Recorded June 20 1946 At 9 30 A. M & Exd Per Robert J Spittel Cleri
(Recorded By C L B)
(Examined By G&K)

Charles A. Cambrill &wf

Deed to

Robert C Bricker &wf

U.S.S. 554

S.S. 504

THIS DEED Made this lith day of June in the year nineteen hundred and forty-six by and between Charles A Cambrill and Grace D Cambrill his wife of Baltimore County and State of Maryland hereinafter referred to as Grantors and Robert C Bricker and Amanda M Bricker his wife of said County and State hereinafter seferred to as Grantees

The state of the s

Witnesseth that in consideration of the sum of five dollars and other valuable considerations receipt whereof is hereby acknowledged the said grantors do hereby grant and convey unto said Grantees as tenants by the entireties their assigns and to the survivor of them and his or her heirs and assigns in fee simple all that piece or parcel of land situate lying and being in the Fifteenth Election District of Baltimore County State of Maryland and described as follows that is to say

Beginning for the same on the north side of the Bird River Road at a point distant 701443/100 feet messured easterly along the north side of said Road from a stone heretofore set at the beginning of the third line of a parcel of land which by a deed dated July 22 1910 and recorded among the land records of Baltimore County in Liber W.P.C No 366 folio 124 was conveyed by Mary E Bevans et al to Rudplph C Magsamen and wife said place of beginning being distant 70 feet measured easterly along the north side of the Bird River Road from the end of the first line of a parcel of land which by a deed dated December 12 1939 and recorded among the land records of Baltimore County in Liber C W B Jr No 1087 folio 381 was conveyed by Charles A Gambrill and wife to David Edward Renecker and wife and running thence and binding on the North side of Bird River Road and on the third line of said parcel of land conveyed by Bevans to Magsamen south 86 d egrees 27 minutes east 70 feet thence leaving said road and binding for a part on the second line of a parcel of land which by a deed dated November 26 1929 and recorded among the land records of Baltimore County in Liber L McL N No 835 folio 506 was conveyed by Richard A. Vincent and wife to Tobias A Shingledecker and wife North 5 degrees 07 minutes wast 350-13/100 feet thence running parallel to the Bird River Boad north 86 degrees 27 minutes west 74-78/100 feet and thence south 4 degrees 20 minutes west 350-03/100 feet to the place of beginning

meaning 0.582 of an acre of land more or less

Being the same lot of ground which by deed dated September 12th 1941 and recorded among and records of Beltimore County in Liber C H K No 1185 Collo 235 etc was conveyed by Deman A Young and wife to said Grantors

Together with the buildings and improvements thereupon and the rights alleys ways ers privileges appurtenances and advantages to the same belonging or in anywise mortaining

To Have And To Hold the said piece or parcel of land and premises unto and to the use the said Grantees as tenants by the entireties their assigns and to the survivor of them his or her heirs and a ssigns forever in fee simple

And the said Grantors hereby covenant that they have not done or suffered to be done act matter or thing whatsoever to encumber the property hereby conveyed that they warrant the same specially and that they will execute such further assurances of the said and as may be requisite

Witness the hands and seals of the said grantors

Charles A Gambrill

(Seal)

nneth Smith

Grace & Gambrill

(Seal)

sate of Maryland Baltimore County to wit

I Hereby Certify that on this 11th day of June in the year nime teen hundred and prty-six before me the subscriber a. Notary Public of the State of Maryland in and for altimore County aforesaid the undersigned officer personally appeared Charles A Cambrill Grace D Cambrill his wife known to me (or satisfactorily proven) to be the persons whose mes are subscribed to the within instrument and a cknowledged that they executed the same. for the purpose therein contained and further acknowledged said instrument to betheir apective act

In Witness Whereof Ibereuntos et my and official seal

(Notarial)

Kenneth Smith

(Sea1)

Notary Public

ecorded June 20 1946 At 9 30 A M & "xd Per Robert J Spittel

1.60

(Mecorded By C L B)

(Bramined By G&K -- )

115697

Bilto Fed S & L Asso

Rel to

THIS RELEASE Made this twentieth day of June 1946 by

Baltimore Federal Savings and Loan Association a duly

incorporated body under the laws of the State ofMaryland kwood Homes Corp

Witnesseth that whereas all the covenants of the hereinafter described mortgage have been performed and the whole sum of

mensy and interest secured thereby has been paid the mid body corporate doth grant and Lease unto Cakwood Homes Corporation its successors andassigns all that lot ofground and memises described in a mortgage from Cakwood Homes Corporation to the said body corporate nated June 6 1941 recorded in the Land Records of Baltimore County Liber C W B Jr No 1152 olio 256 free and clear from the operation of said mortgage

As Witness the corporate seal of the said body corporate and the signature of eseph M Hisley the Vice-President thereof

#### LIMITED POWER OF ATTORNEY

Norwest Mortgage Inc., a Minnesota Corporation n/k/a Norwest Mortgage Inc., a California Corporation, by merger and name change, hath made, constituted and appointed, and does by these presents make, constitute and appoint Susan Huesman its true and lawful Attorney-in Fact, with full power and authority hereby conferred in its name, place and stead and for its use and benefit, to make, sign, execute, acknowledge, deliver, file for record and record any such instrument in its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions as the same may relate to a mortgage or deed of trust encumbering a one-to-four (1 to 4) family property located in Advertice County, State of Maryland, owned by the undersigned (whether the undersigned is named therein as mortgage or beneficiary or has become mortgage or beneficiary by virtue of assignment of such mortgage or deed of trust, or by virtue of endorsement of the note secured by such mortgage or deed of trust) or serviced for the undersigned.

This appointment shall apply to the following enumerated transactions only:

RECORDING FEE

101AL 28.88

responsible of separe 45813
SN SK Blk 4881
NOV-89, 1997 65:24 Fe

- 1. The foreclosure, completion of foreclosure, termination, cancellation or respectively of set relating to a mortgage or deed of Trust, including, and/or but not limited to:
  - a. The substitution of trustee(s) serving under a deed of trust in accordance with state law and the deed of trust;
  - b. Statement of Breach or Non-performance;
  - c. Cancellations/Rescissions of Notices of Default and/or Notices of Sale; and,
  - d. Such other documents as may be necessary under the terms of the mortgage, deed of trust or state law to expeditiously complete said transaction.
- 2. The conveyance of properties or the assignments of mortgages, deeds of trust, and promissory notes to The Secretary of Veterans Affairs (VA), The Secretary of Housing and Urban Development (HUD), Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), or the Mortgage Insurer (MI) for a full or partial reconveyance.

The undersigned gives to said Attorney-in Fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof.

Third parties without actual notice may rely upon the power granted under this Limited Power of Attorney upon the exercise of such power by the Attorney-in-Fact that all conditions precedent to

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-12339] Book SM 12484, p

such exercise of power have been satisfied and that this Limited Power of Attorney has not been revoked unless an instrument of revocation has been recorded.

NORWEST MORTGAGE INC., A MINNESOTA CORPORATION N/K/A NORWEST MORTGAGE INC., A CALIFORNIA CORPORATION, BY MERGER AND NAME CHANGE

Senior Vice President

STATE OF NORTH CAROLINA ) ss.

COUNTY OF MECKLENBURG

ON this 29 01018 1997: Before me the undersigned, a Notary Public of said County and State, personally appeared Robert Caruso, personally known to me to be the Senior Vice President, of Inc., a Minnesota Corporation n/k/a Norwest Mortgage Inc., a California Corporation, by merger and name change, the corporation that executed the within instrument, and personally known to me to be the person who expected the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws.

WITNESS my hand and official seal.

Notary Public in and for Said County and State

Mania - Walter Contration of the Management of the South

Return te.

Law Offices HURSMAN, JONES & MILES

Suite 201

102 West Pennsylvania Avenue Towson, Maryland 21204

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-12339] Book SM 12484, p

# 0012249 584

MDFD-0285-1

ATTN FINAL DOCS LOAN 6310747 NORWEST MORTGAGE, INC. 3601 Minnesota Drive Ste 200 Bloomington MN 55435

-{Space Above This Line For Recording Data}-

PURCHASE MONEY

PHA Case No.

DEED OF TRUST

241-4659521 703

THIS DEED OF TRUST ("Security Instrument") is made on JUNE 20, 1997 The Grantor is STEVEN J. KUREK, A SINGLE PERSON

State of Maryland

IMP FD SURE \$ RECUROING FEE TOTAL 25.8 Rept Mai Rcpt # 38822 Blk # 2195 Jun 25, 1997 11:49

("Borrower"). The trustee is B. GEORGE BALLMAN, , ,

("Trustee"). The beneficiary is NORWEST MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF CALIFORNIA whose address is P.O. NOX 5137, DES MOINES, IA 503065137

, and

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED TWELVE AND 00/100

Dollars (U.S. \$\*\*\*\*143,712.00 This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 01, 2027

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Maryland Deed of Trust -

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 5



BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-12104] SM 12249, p. 0584

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in BALTIMORE

County, Maryland:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.
TAX STATEMENTS SHOULD BE SENT TO: MORWEST MORTGAGE INC., P.O. BOX 5137, DES
MOINES, IA 503065137

which has the address of 10322 BIRD RIVER ROAD, BALTIMORE

[Zip Code] ("Property Address");

[Street, City],

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

#### UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property. (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 er seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

4R(MD) (9601)

Page 2 of 8

Indiale

#### **EXHIBIT A**

#### PARCEL NO. 1:

BEGINNING for the same on the North side of the Bird River Road at a point distant 631-43/100 feet measured Easterly along the North side of said Road from a stone heretofore set at the beginning of the third line of a parcel of land which by deed dated July 22, 1910 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 366, folio 124 was conveyed by Mary E. Bevans et al. to Rudolph C. Magsamen and wife, said place of beginning also being at the beginning of the second line of a parcel of land which by a deed dated December 12, 1939 and recorded among the Land Records of Baltimore County in Liber C.W.B. Jr. No. 1087, folio 381 was conveyed by Charles A. Gambrill and wife to David Edward Renecker and wife, and running thence with and binding on said second line and on a part of the third line of said parcel of land conveyed by Gambrill to Renecker, the two following courses and distances, viz: North 3 degrees 33 minutes East 350 feet and South 86 degrees 27 minutes East 74-78/100 feet, thence leaving said outline and running for a line of division, South 4 degrees 20 minutes West 350-03/100 feet to the North side of the Bird River Road, thence binding on the North side of said Road, North 86 degrees 27 minutes West 70 feet to the place of beginning. Containing 0.582 of an acre of land more or less.

#### PARCEL NO. 2:

BEGINNING for the same on the North side of Bird River Road at a point distant 701.43 feet measured Easterly along the North side of said road from a stone heretofore set at the beginning of the third line of a parcel of land which by deed dated July 22, 1910, and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 366, folio 124, was conveyed by Mary E. Bevans et al. to Rudolph C. Magsamen and wife, said place of beginning being also distant seventy feet measured Easterly along the North side of the Bird River Road from the end of the first line of a parcel of land which by deed dated December 12, 1939 and recorded among the Land Records of Baltimore County in Liber C.W.B. Jr. No. 1087, folio 381 was conveyed by Charles A. Gambrill and wife to David Edward Renecker and wife and running thence and binding on the North side of Bird River Road and on the third line of said parcel of land conveyed by Bevans to Magsamen South eighty-six degrees twenty-seven minutes East seventy feet thence leaving said road binding for a part on the second line of a parcel of land Deed dated December 26, 1929, recorded among the Land Records of Baltimore County in Liber L.McL.M. No. 835, folio 506, was conveyed by Richard A. Vincent and wife to Tobias A. Shingleuecker and wife North five degrees seven minutes East 350.13 feet thence running parallel to Bird River Road North eighty-six degrees twenty-seven minutes West 74.78 feet and thence south four degrees, twenty minutes West 350.03 feet to the place of beginning. Containing .582 acres more or less.

BEING THE SAME LOT OF GROUND which by deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Baltimore County immediately prior hereto was granted and conveyed by JEFFREY S. ROBINSON AND MELISSA L. ROBINSON UNTO STEVEN J. KUREK, in fee simple, the Grantor herein.

Borrower acknowledges that the sum so received from Lender under the Note secured by this Deed of Trust is, in whole or in part, the purchase money of the property secured herein.

# LIMITED POWER OF ATTORNES 5

Wells Fargo Home Mortgage, Inc. f/k/a Norwest Mortgage Inc., hath made, constituted and appointed, and does by these presents make, constitute and appoint Diane M. Hubbel its true and lawful Attorney-in Fact, with full power and authority hereby conferred in its name, place and stead and for its use and benefit, to make, sign, execute, acknowledge, deliver, file for record and record any such instrument in its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions as the same may relate to a mortgage or deed of trust encumbering a one-to-four (1 to 4) family property located in \_\_\_\_\_\_ County, State of Maryland, owned by the undersigned (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee or beneficiary by virtue of assignment of such mortgage or deed of trust, or by virtue of endorsement of the note secured by such mortgage or deed of trust) or serviced by the undersigned.

This appointment shall apply to the following enumerated transactions only:

note 20.00 20.00 Ropt # 98715 Blk # 4385

04:06 PM

Rest BAD2

Nay 20, 2002

- 1. The foreclosure, completion of foreclosure, termination, cancellation or rescission of same relating to a mortgage or deed of Trust, including, and/or but not limited to:
  - a. The substitution of trustee(s) serving under a deed of trust in accordance with state law and the deed of trust;
  - b. Statement of Breach or Non-performance;
  - c. Cancellations/Rescissions of Notices of Default and/or Notices of Sale; and,
  - d. Such other documents as may be necessary under the terms of the mortgage, deed of trust or state law to expeditiously complete said transaction.
- 2. The conveyance of properties or the assignments of mortgages, deeds of trust, and promissory notes to The Secretary of Veterans Affairs (VA), The Secretary of Housing and Urban Development (HUD), Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), or the Mortgage Insurer (MI) for a full or partial conveyance.

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revoked unless an instrument of revocation has been recorded.

WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE INC.

Assistant Vice President

Assistant Vice President

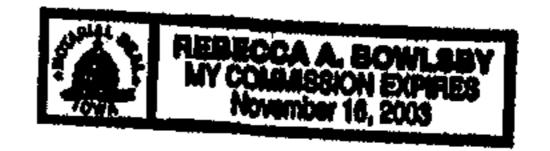
Assistant Vice President

Assistant Vice President

Output

WITNESS my hand and official seal.

Notary Public in and for Said County and State



Mail TO Huesman gover Miler 102 west Pennsylvania we Tawwan MD 21204

20 5 AFTER RECORDATION - PLEASE RETURN TO FORECLOSURE CASE #\_

WHEREAS, the party of the first part is the beneficiary under and holder of the Note secured by the Deed of Trust from Steven J. Kurek to B. George Ballman, Trustees dated June 20, 1997, and recorded among the Land Records of Baltimore County, in Liber 0012249, Folio 584, the property described in said Deed of Trust being known as 10322 Bird River Road, Baltimore, MD 21220.

AND WHEREAS, the party of the first part desires to appoint Substituted Trustees in the place and stead of the said B. George Ballman, present Trustees under said Deed of Trust, and in place and stead of any subsequently appointed Substituted Trustees with full power to them as set forth in said Deed of Trust.

NOW THEREFORE, Wells Fargo Home Mortgage, Inc. f/k/a Norwest Mortgage, Inc., beneficiary under and holder of the Note secured by the Deed of Trust hereinabove referred to, in exercise of the powers vested in it under the terms of said Deed of Trust, does hereby appoint R. Douglas Jones and/or Mary Jane Fischer, SUBSTITUTED TRUSTEE(S), either one of which is authorized to act independently of the other, under the Deed of Trust hereinabove mentioned, with all the rights, powers and duties originally conferred by said deed of Trust upon the said B. George Ballman, Trustees, as aforesaid.

WITNESS, the signature of the party of the first part by its Attorney-In-

Wells Fargo Home Mortgage, Inc. f/k/a
Norwest Mortgage, Inc., by Susan Huesman,
Attorney-In-Fact, pursuant to a Power of
Attorney recorded among the Land Records
of Baltimore County at LIBER 12484 Folio

706

Susan Huesman

ATTORNEY-IN-FACT

May 24, 2001

25.88 Ropt # 84125 Blk # 3595 03:08 pm

5.00

20.00

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, TO WIT:

instrument to be their free and voluntary act and deed.

MOTARY PUBLIC

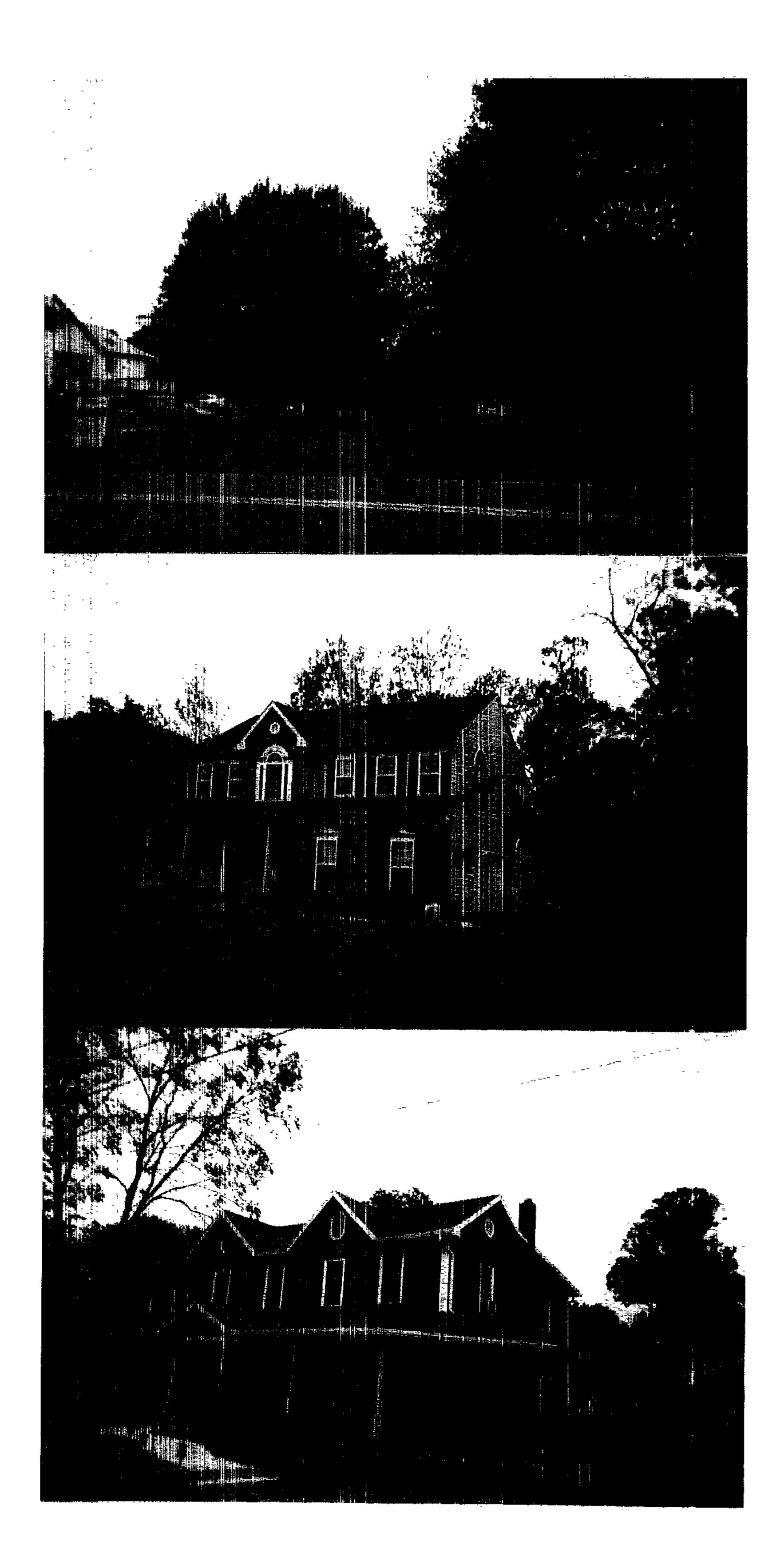
Substituted Trustees File No. 6804-11120

puz lm. Eg. 4/2/03

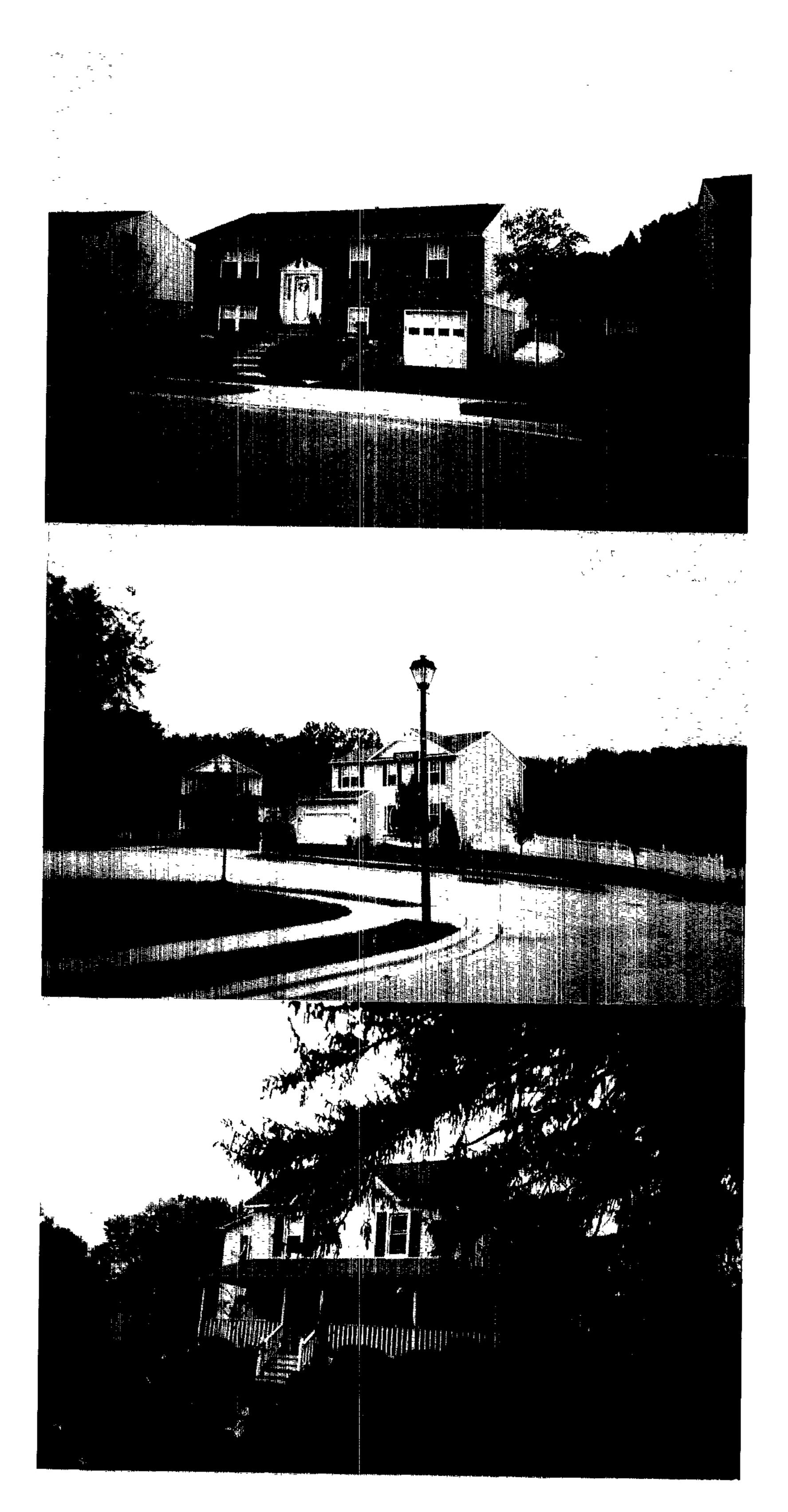
Huesman, Jones and Miles 102 W. Pennsylvania Ave Ste 201 Towen, MD 21204

Fact.

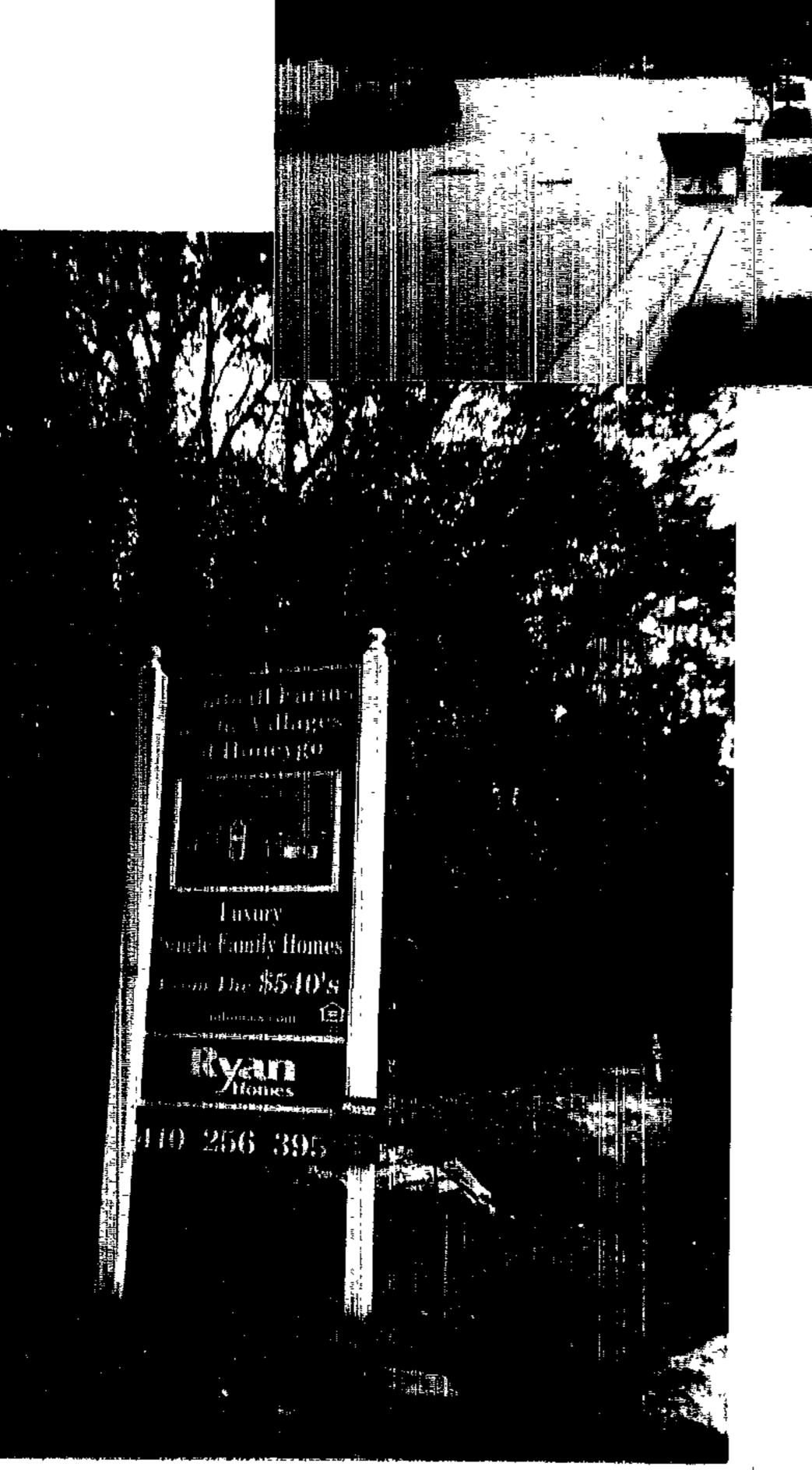












06-083-17

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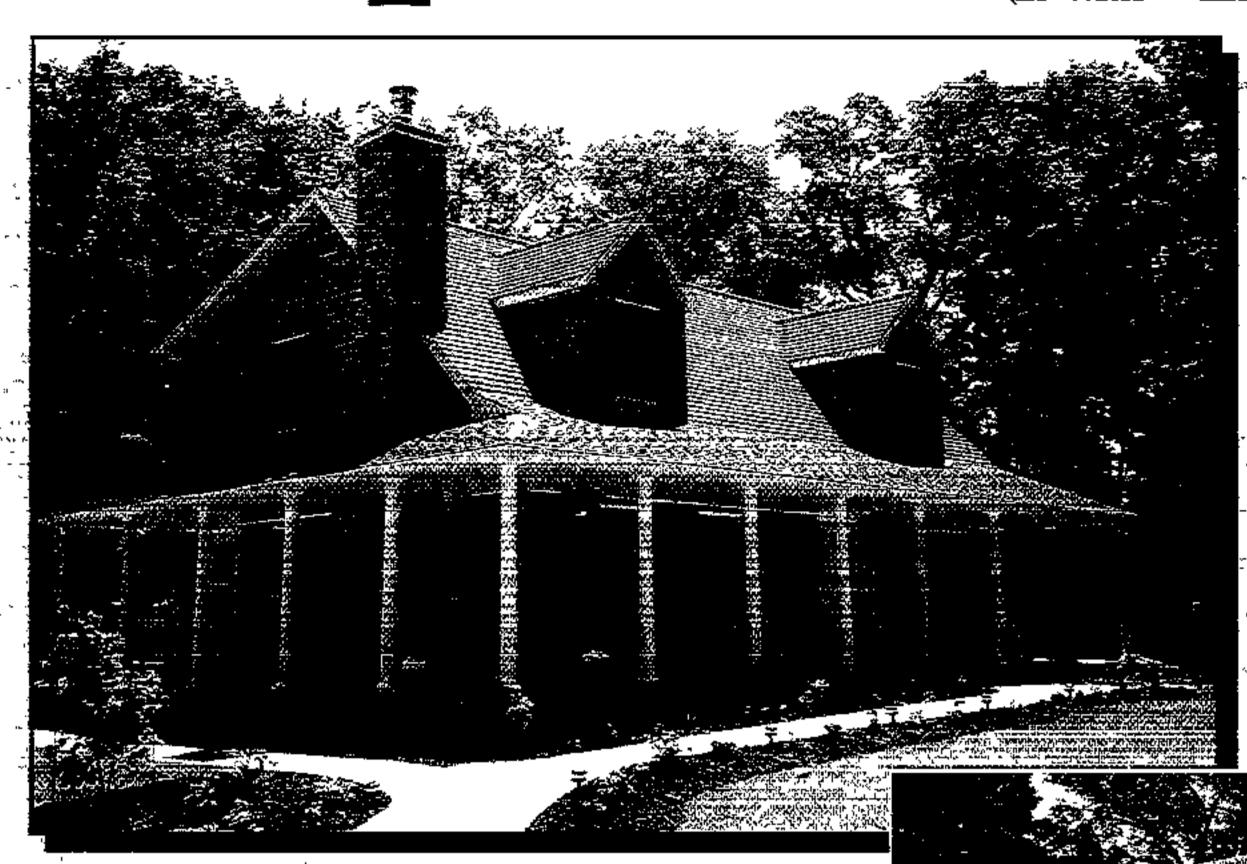






# Que Cape cod series (28' wide — finished 2nd floor)





### Special Features

Andersen Tilt-Wash Windows

Comfort Home Energy Package with R-38 Ceiling/R19 Wall/R19 Floor

25 or 35 year Asphalt Shingles (wind resistant)

Custom Oak Cabinetry

Low Maintenance Exteriors

**Decorated Interiors** 

Radon Vent Pipe

Ten Year Warranty

12/12 Roof Pitch/Shed Dormer Option

Colonial Window Package

Dormer Option (4', 6', 8', 10')

Great Room Option

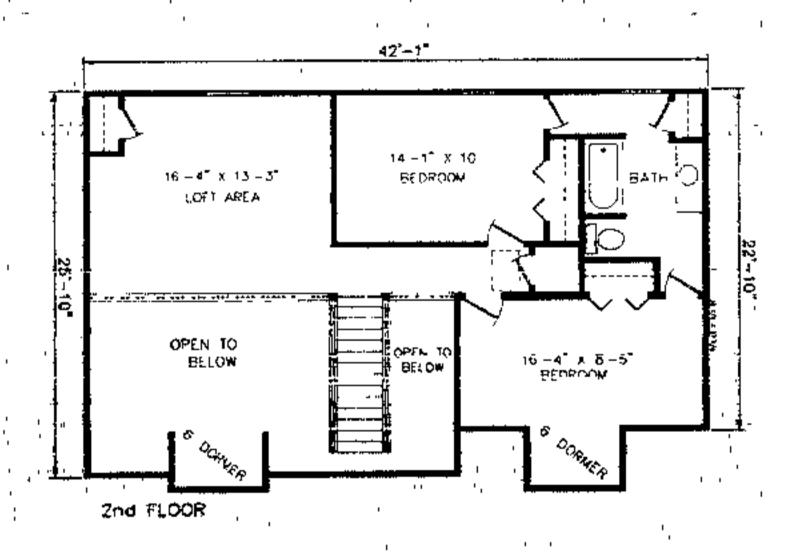
Entrance Foyer Option

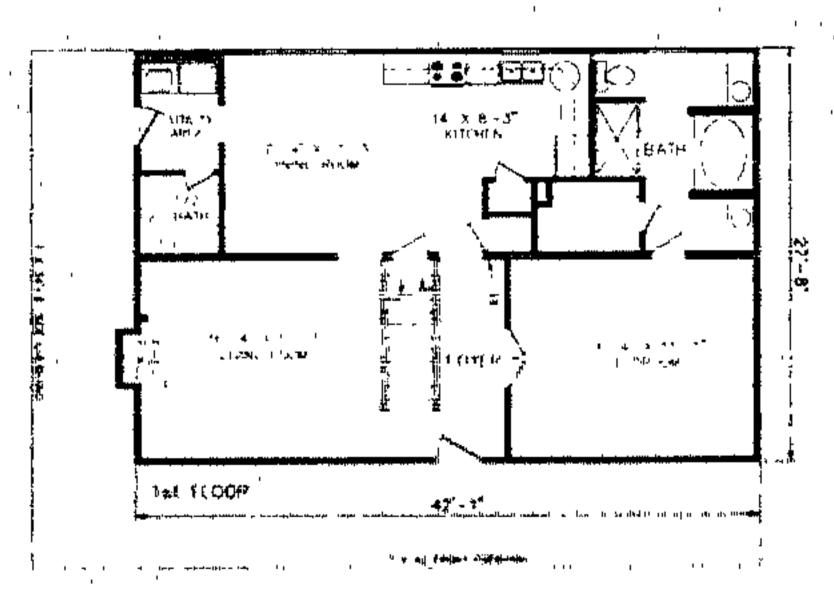
Garage Option w/Bonus Room

Country Porch Option

Gable Porch Option







QDX #W

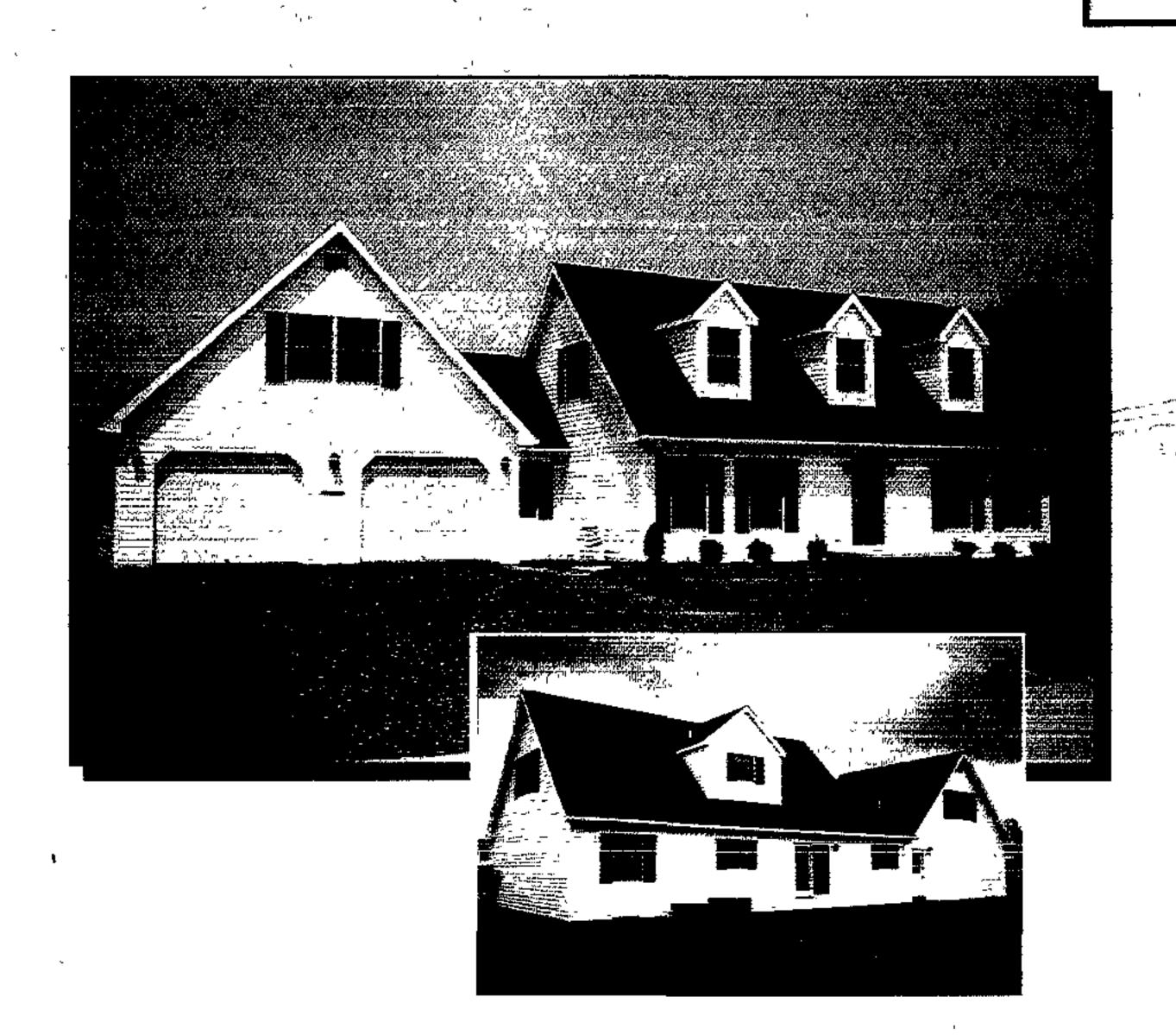
Andersen www

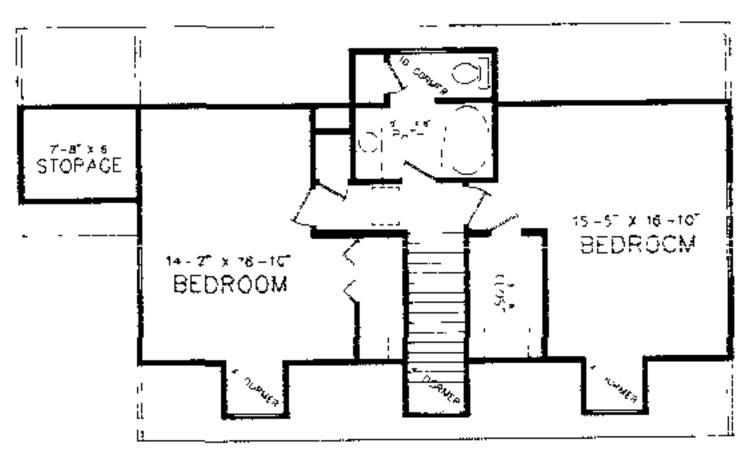
Photographs may depict optional or suggested features done on-site by others. Photos may vary from standard plans.



Homes By Keystone invites you to design a custom home to meet your individual lifestyle preferences.

These are but a few ideas of different sizes and floor plan configurations that can be designed to give a new home your personal touch.

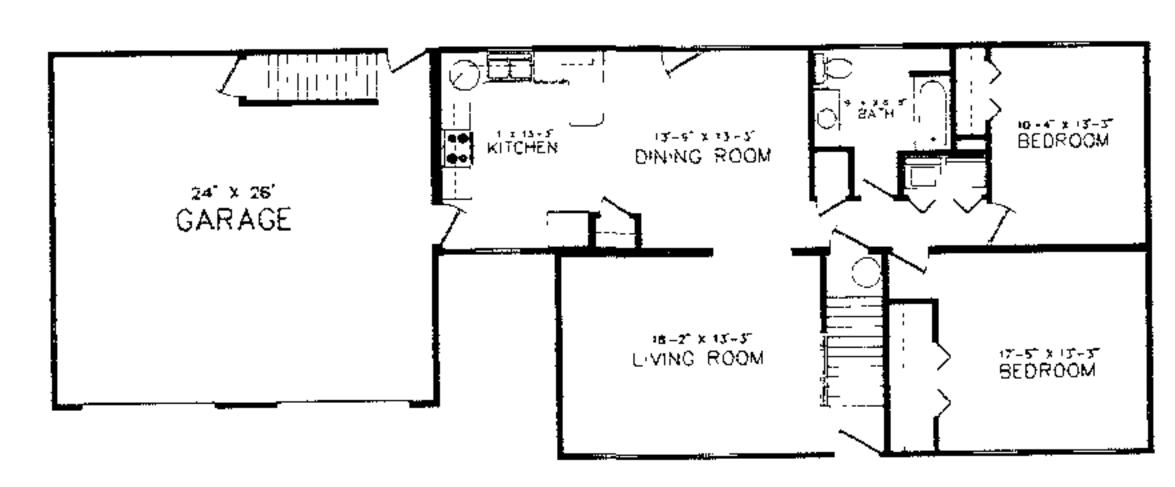




SECOND FLOOR

NOTE: Simplified floor plans are prepared only as a general guide and shall not be considered technically accurate. Consult architectural drawings to obtain technical accuracy and required dimensions.

Due to Keystones' continuing Program of improvement—plans, specifications, materials and prices are subject to change without notice.

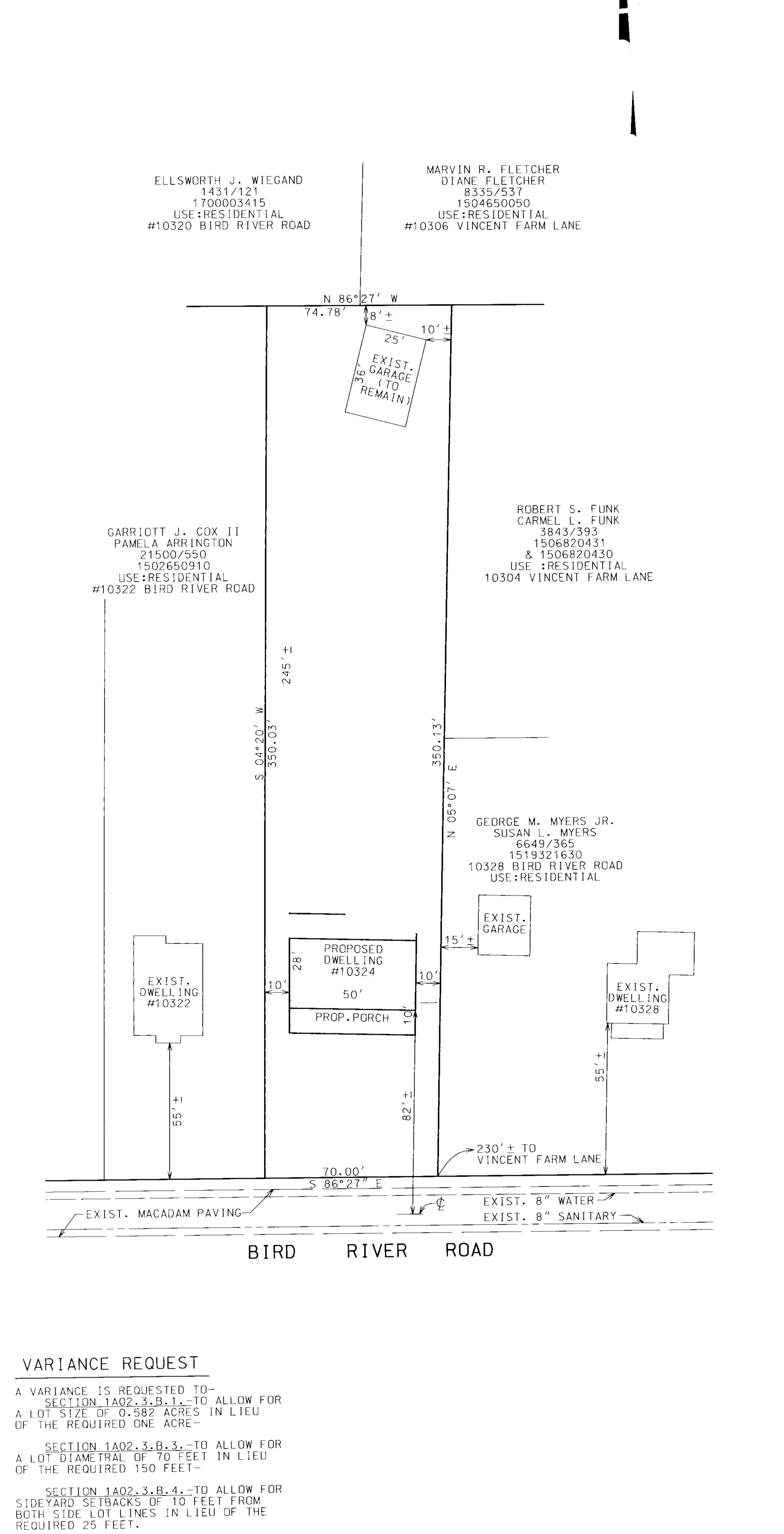


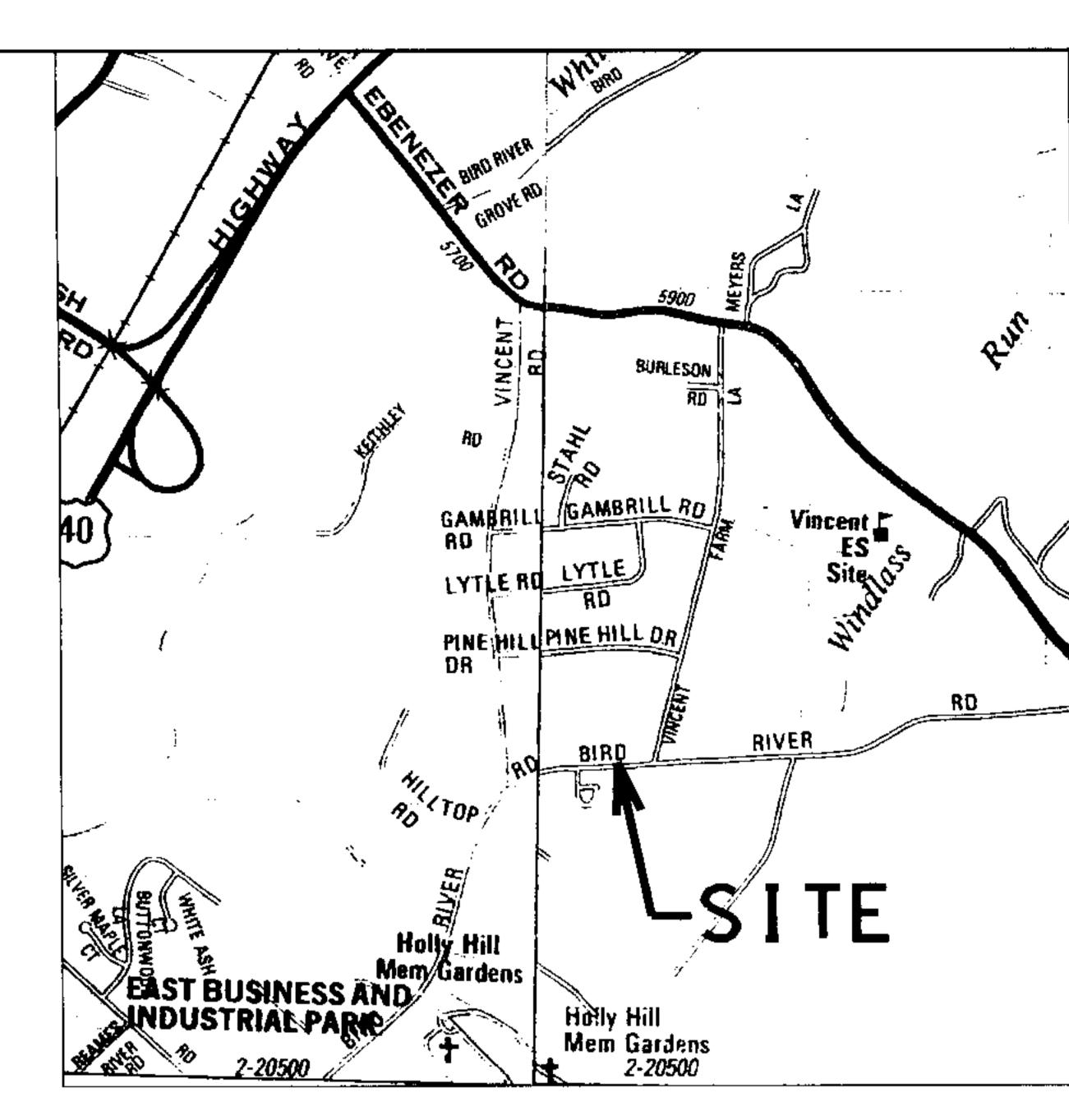
FIRST FLOOP



Where You Find Better Built Quality Homes

13338 Midvale Road, P.O. Box 69 Waynesboro, PA 17268 Phone (717) 762-1104 1-800-890-7926





VICINITY MAP SCALE: 1"=2000'

SITE DATA

SITE AREA:
DEED REFERENCE:
TAX ACCT. NO.:
EX. ZONING:
ZONING MAP:
COUNCILMANIC DISTRICT:
ELECTION DISTRICT:
MAXIMUM DWELLING HEIGHT:
EXISTING USE:
PROPOSED USE:

0.582 ACS. +/19344/397
1502650911
RC 3
083A2
6
15
35 FEET
VACANT
ONE SINGLE FAM.DWG.

## GENERAL NOTES

- 1. THE SUBJECT PROPERTY HAS NO PREVIOUS ZONING CASE HISTORY.
- 2. THE SUBJECT PROPERTY IS SERVED BY PUBLIC WATER AND SEWER.
- 3. THE SUBJECT PROPERTY IS NOT A HISTORICAL SITE NOR DOES IT LIE WITHIN A HISTORICAL DISTRICT.
- 4. THE PROPERTY LIES WITHIN THE 100 YR FLOOD PLAIN, FLOOD ZONE C PER FEMA FIRM PANEL 240010 425 B.
- 5. THIS LOT IS NOT IN A SUBDIVISION AND HAS BEEN RECORDED UNDER DEED SINCE 1957, OR EARLIER.
- 6. THE ADJACENT ROADS ARE NOT COLLECTOR ROADS NOR DO THEY LEAD TO A COLLECTOR ROAD.

Hicks Engineering Associates, Inc.

ENGINEERS, SURVEYORS & PLANNERS
200 EAST JOPPA ROAD — SUITE 402
TOWSON, MARYLAND 21286-3160

OWNER: JOHN M. PISKOR DIANE M. DEVLIN-PISKOR 2020 FLINTSHIRE ROAD BALTIMORE, MD 21237 410-866-0037

PROJECT TITLE:

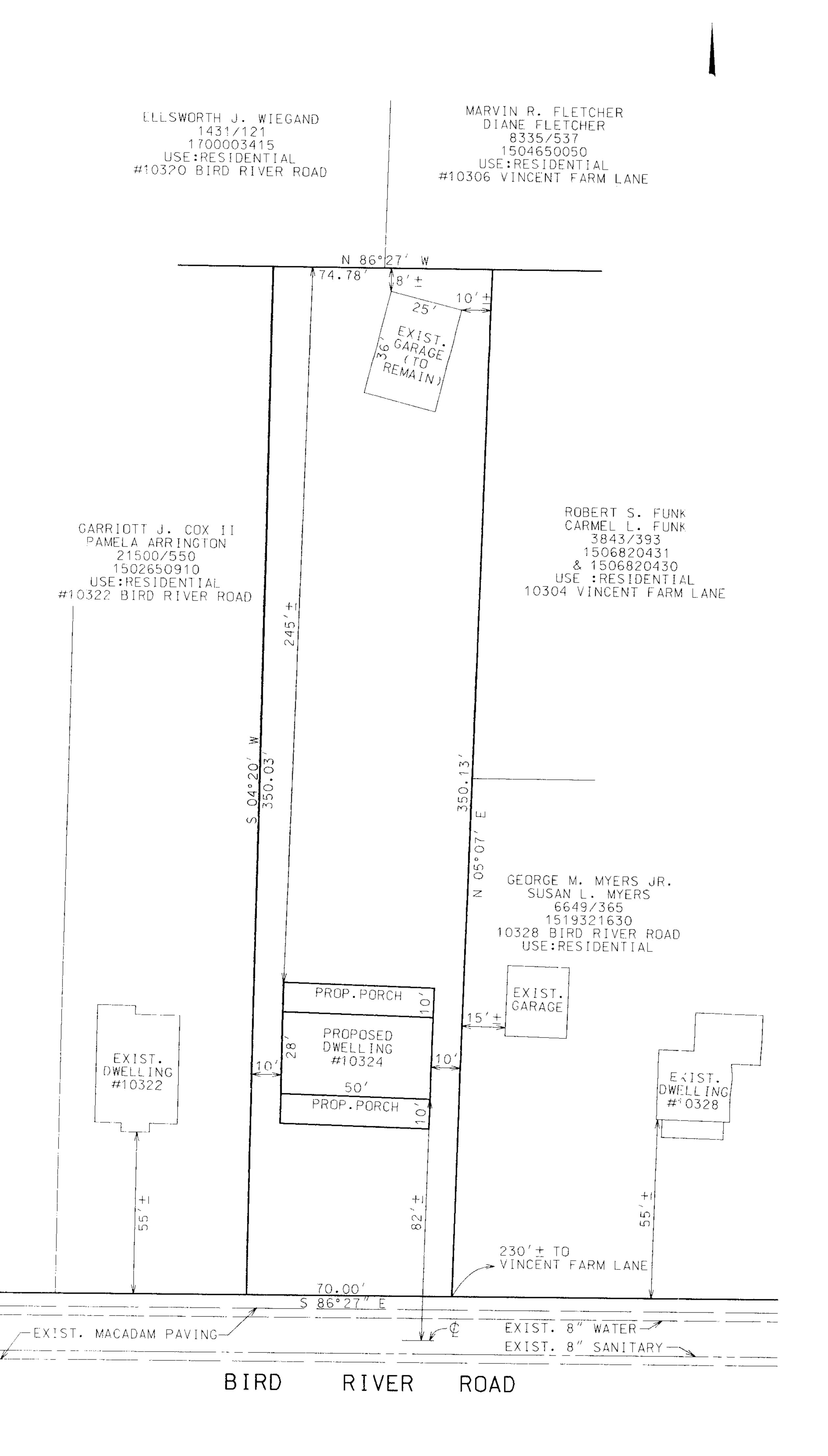
PISKOR PROPERTY 10324 BIRD RIVER ROAD

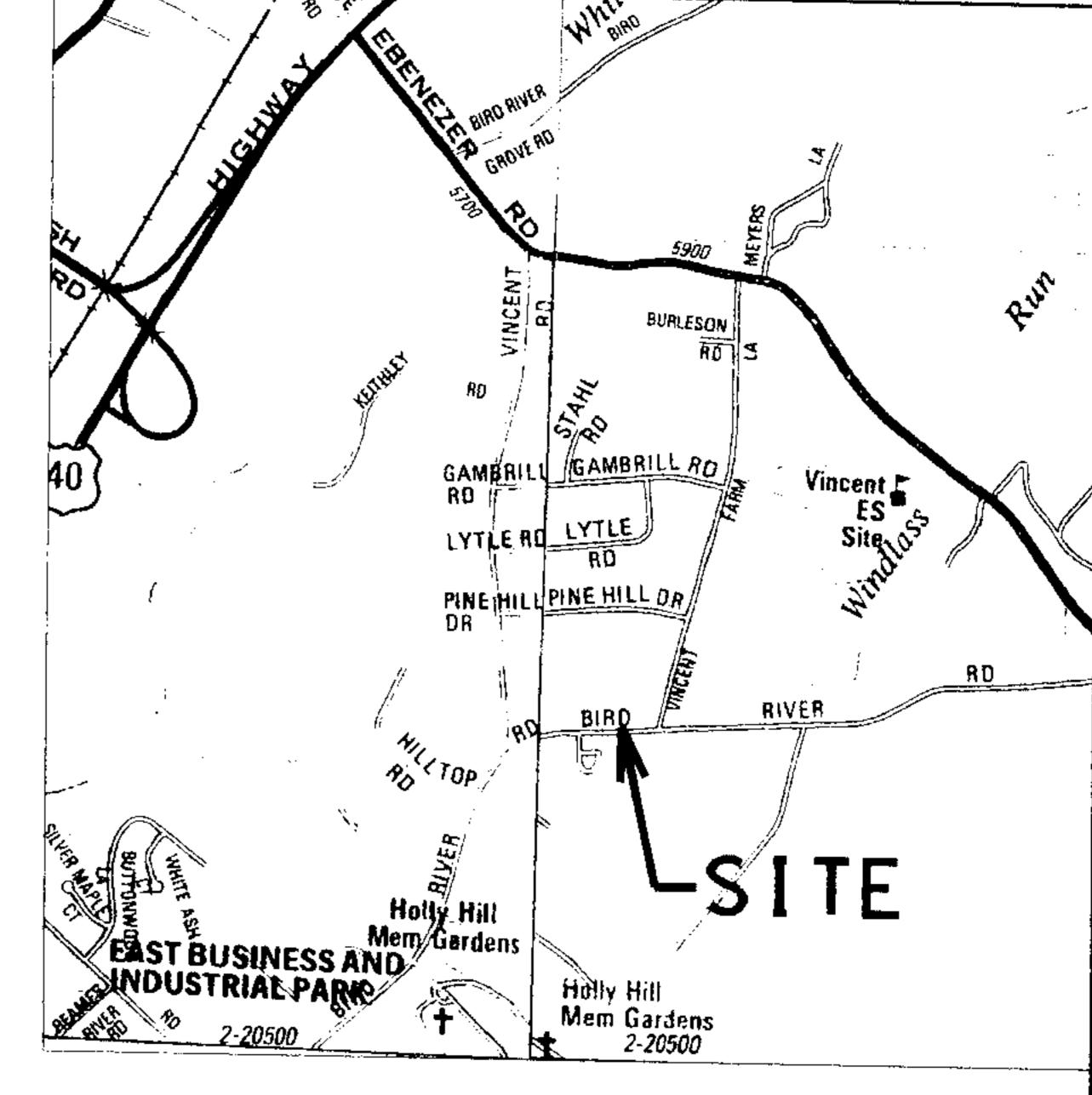
(410) 494-0001 FAX: (410)821-8890/

DRAWING TITLE:

PLAT TO ACCOMPANY
PETITION FOR ZONING VARIANCE

JOB NO.: 2/66/	DRAWING NO.:
DRAWN BY: KEB	7
CHECKED BY:  PMN/DEH	
DATE: JULY 29,2005	
SCALE: /"=30'	SHEETS PER SET:  / OF /





VICINITY MAP SCALE: 1"=2000'

SITE DATA

SITE AREA: 0.582 ACS. +/-DEED REFERENCE: 19344/397 TAX ACCT. NO.: 1502650911 EX. ZONING: RC 3 ZONING MAP: 083A2 COUNCILMANIC DISTRICT: ELECTION DISTRICT: MAXIMUM DWELLING HEIGHT: 35 FEET EXISTING USE: VACANT PROPOSED USE: ONE SINGLE FAM. DWG.

# GENERAL NOTES

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(410) 494-0001 FAX: (410)821-8890

OWNER: JOHN M. PISKOR
DIANE M. DEVLIN-PISKOR
2020 FLINTSHIRE ROAD
BALTIMORE, MD 21237
410-866-0037

PROJECT TITLE:

PISKOR PROPERTY 10324 BIRD RIVER ROAD

DRAWING TITLE:

PLAT TO ACCOMPANY
PETITION FOR ZONING VARIANCE

JOB NO.:	DRAWING NO.:
2/66/	
DRAWN BY: KEB	7
CHECKIED BY: PMN/DEH	
DATE: JULY 29,2005	
SCALE: /"=30'	SHEETS PER SET: / OF /

A VARIANCE IS REQUESTED TO-SECTION 1A02.3.B.1.-TO ALLOW FOR A LOT SIZE OF 0.582 ACRES IN LIEU OF THE REQUIRED ONE ACRE-

SECTION 1A02.3.B.3.-TO ALLOW FOR A LOT DIAMETRAL OF 70 FEET IN LIEU OF THE REQUIRED 150 FEET-

SECTION 1A02.3.B.4.—TO ALLOW FOR SIDEYARD SETBACKS OF 10 FEET FROM BOTH SIDE LOT LINES IN LIEU OF THE REQUIRED 25 FEET.