IN RE: PETITION FOR VARIANCE West side of Maxwell Avenue, 447 Feet North of Thruway 15th Election District 7th Councilmanic District **(1950 Maxwell Avenue)**	* * * * *	BEFORE THE DEPUTY ZONING COMMISSIONER OF BALTIMORE COUNTY CASE NO. 06-439-A
James T. Chavis, *Legal Owner* and Angel Land, LLC, by Shirley Rieberlien, Managing Member, *Contract Purchaser* *Petitioners*	* * *	

* * * * * * * * * * * * * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner as a Petition for Variance filed by James T. Chavis, *Legal Owner* and Angel Land, LLC, by Shirley Rieberlie Managing Member, *Contract Purchaser*. The variance request is for property located at 1950 Maxwell Avenue in the "New Pittsburgh" subdivision in the Dundalk area of Baltimore County. The variance request is from Section 1B02.3.C.1 and Section 303 of the Baltimore County Zoning Regulations (B.C.Z.R), to permit a front average setback of as little as 10 feet in lieu of the required front average setback of 11 feet and from Section 1B02.3.C.1 of the B.C.Z.R., to permit a rear yard setback of 14 feet in lieu of the required 30 feet.

The property was posted with a notice of the public hearing date and time on April 3, 2006, and notice given to the general public by publication in the Jeffersonian Newspaper on April 6, 2006.

Interested Persons

Appearing at the hearing on behalf of the variance request were Bill Nieberlein and James T. Chavis, for the Petitioners as well as Donald Hicks, who prepared the Plat to Accompany. Deborah C. Dopkin, Esquire, represented the Petitioner. Michael Suhre attended the hearing in

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By

opposition to the requested relief. Peter Max Zimmerman, People's Counsel, entered his appearance in this case.

Zoning Advisory Committee

The Zoning Advisory Committee (ZAC) comments are made part of the record of this case and contain the following highlights: None.

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 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."

Testimony and Evidence

Ms. Dopkin proffered that the subject property consists of lots 148, 149, 150 and 151 of the "New Pittsburg" subdivision, which was recorded in the Land Records of Baltimore County in 1910. These lots together contain 8634 sq. feet and are zoned DR 5.5. Ms. Dopkin pointed out that together the four lots are triangular in shape as shown in Petitioners' Exhibit 1, and that if the zoning setbacks were strictly enforced the Petitioners would be restricted to a tiny triangle less than 300 sq. feet in size as indicated on the Plat to Accompany. She opined that this tiny area left no reasonable use of the property.

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The Petitioners propose to build a single-family dwelling on the four lots as shown in Petitioners' Exhibit 1. At 10 feet from the right-of-way, the house would almost meet the front yard average setback of 11 feet from the right-of-way of Maxwell Avenue. The most severe problem is in the rear where the requirement is 30 feet, but the Petitioners propose 14 feet.

Ms. Dopkin proffered that the proposed house would be similar in size and construction with other homes in the neighborhood. She presented deed histories of these lots and the adjoining lots owned by Mr. Suhre (lots 146 & 147) to show that there has never been common ownership of these four lots with Mr. Suhre's property. She also indicated that the four lots were vacant and have never been improved with any structures. She also noted that taken together, these four lots at 8,634 sq. feet exceed the minimum lot size for the DR 5.5 zone and so there are no density issues. Finally, she observed that from the aerial photographs, Exhibit 3, zoning map in the file and photographs, Exhibit 4, the pattern of development of the neighborhood is primarily one house on two lots and that the proposed dwelling on four lots will not change the pattern of development.

She did note, however, that there is a disagreement between the Petitioner and adjoining property owner Suhre as to where the lot line between properties is located. She proffered that Mr. Hicks would testify that the fence erected some years ago by the Suhre's is an encroachment on to the Petitioner's property, as well as a small part of the Suhre's parking pad on Maxwell Avenue. Finally, she noted that as vacant property, this site attracts dumping and the like so that building a home on the property will enhance the health, safety and welfare of the neighborhood.

Mr. Suhre indicated that he erected his fence 8 or 9 years ago, that he opposed the requested relief, as did his neighbors as shown in protestants Exhibits 1A, 1B, and 1C. He disputed that his fence is on the Petitioners' property, but rather that he owns the property north of his fence by title or prescription.

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Findings of Fact and Conclusions of Law

As noted in the hearing, I do not have the legal power to decide whether the Petitioners or Mr. Suhre own the property inside his fence north of the property line. Only the Circuit Court can make that judgment. I must take the Petition as presented, which shows the fence 7 or 8 feet inside the Petitioners' property. The only question for me is whether the variances should be granted given Mr. Hick's representation of where the line is now.

I also have to observe that there may be a drafting error on Petitioners' Exhibit 1. Mr. Hicks shows a small triangle of less than 300 sq. ft. as the buildable area without any variance. This is based on a 25-foot setback from the right-of-way of Maxwell Avenue. However, Mr. Hicks also noted that in this zone, front yard setbacks are averaged with adjoining houses. In fact, he uses that fact to request a front yard variance against the average of 11 feet. Consequently, if one were to use the average setback of 11 feet, the buildable area would be a much larger right triangle approximately 77 feet high by 29 deep or 1,116 sq. feet. That said, even the larger area in which one could build a home is too small and too oddly shaped to be practical.

I find that special circumstances or conditions exist that are peculiar to the land or structure which is the subject of the variance request. The property is triangular in shape. Zoning was imposed many years after the lot was created. Consequently, I find the property unique in a zoning standpoint as the DR 5.5 regulations impact this lot differently from others in the neighborhood. I also find that strict compliance with the Zoning Regulations for Baltimore County would result in practical difficulty or unreasonable hardship. Even with the larger buildable area defined by the average front yard setback the area is too small and configuration too odd to be useful. The lots taken together exceed the minimum area for this zone so density

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is not an issue. Finally, I find that this variance can be granted in strict harmony with the spirit and intent of said regulations, and in such manner as to grant relief without injury to the public health, safety and general welfare. The proposed house on these four lots will not change the pattern of development of the neighborhood, which primarily are one house on two lots.

Pursuant to the posting of the property and the provisions of both the Baltimore County Code and the Baltimore County Zoning Regulations, and for the reasons given above, the requested variance should be granted.

THEREFORE, IT IS ORDERED, by the Deputy Zoning Commissioner for Baltimore County, this 24 day of April, 2006, that a variance from Section 1B02.3.C.1 and Section 303 of the Baltimore County Zoning Regulations (B.C.Z.R), to permit a front average setback of as little as 10 feet in lieu of the required front average setback of 11 feet, and from Section 1B02.3.C.1 of the B.C.Z.R., to permit a rear yard setback of 14 feet in lieu of the required 30 feet, be and is hereby GRANTED subject to the following condition:

1. The Petitioners may apply for their building permit and be granted same upon receipt of this Order; however, Petitioners are hereby made aware that proceeding at this time is at their own risk until such time as the 30 day appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioners would be required to return, and be responsible for returning, said property to its original condition.

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

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VM:raj

John V. Murphy
JOHN V. MURPHY
DEPUTY ZONING COMMISSIONER
FOR BALTIMORE COUNTY

BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

WILLIAM J. WISEMAN III
Zoning Commissioner

April 24, 2006

Deborah C. Dopkin, Esquire
409 Washington Avenue
Towson, MD 21204

Re: Petition for Variance
Case No. 06-439-A
Property: 1950 Maxwell Avenue

Dear Ms. Dopkin:

Enclosed please find the decision rendered in the above-captioned case. The petition for Variance has been granted with restrictions 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

John V. Murphy
Deputy Zoning Commissioner
for Baltimore County

JVM:dlw
Enclosure

c: Bill Nieberlein, Angel Land, LLC, 3628 Bay Drive, Baltimore, MD 21220
James T. Chavis, 1613 Dundalk Avenue, Baltimore, MD 21222
Donald Hicks, 200 E. Joppa Road, Towson, MD 21204
Michael Suhre1944 Maxwell Avenue, Baltimore, MD 21222

Petition for Variance

to the Zoning Commissioner of Baltimore County

for the property located at 1950 MAXWELL AVE.

which is presently zoned DR 5.5

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section(s)

See Attached

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 presented at 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.

Contract Purchaser/Lessee:

Angel Land, LLC
Name - Type or Print

Shirley Rieberlein - Managing member
Signature

3628 Bay Drive 410-335-5454
Address Telephone No.

Baltimore MD 21220
City State Zip Code

Legal Owner(s):

James T. Chavis
Name - Type or Print

James T Chavis
Signature

Name - Type or Print

Signature

1613 Dundalk Ave. 443-463-0199
Address Telephone No.

Baltimore MD 21222
City State Zip Code

Attorney For Petitioner:

Deborah C. Dopkin, Esquire
Name - Type or Print

Deborah C Dopkin
Signature

Deborah C. Dopkin, P.A.
Company

409 Washington Avenue, Suite 1000 410-821-0200
Address Telephone No.

Towson, Maryland 21204
City State Zip Code

Representative to be Contacted:

Deborah C. Dopkin, Esquire
Name

409 Washington Avenue, #1000 (410-821-0200)
Address Telephone No.

Towson, Maryland 21204
City State Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING _____

UNAVAILABLE FOR HEARING _____

Reviewed By JWP Date 3/13/06

Case No. 06-439-A

ESTIMATED PRICE

REVIEWED BY

DATE RECEIVED FOR FILING 4/24/06

Date

By

TOTAL P.02

Petition for Variance

1. Section 1B02.3.C.1and Section 303.1 to permit a front averaged setback of as little as 10 feet in lieu of the required front averaged setback of 11 feet.

2. Section 1B02.3.C.1 to permit a rear setback of 14 feet in lieu of the required 30 feet.

06-439-A

ZONING DESCRIPTION
NO. 1950 MAXWELL AVENUE
7th COUNCILMANIC DISTRICT
12th ELECTION DISTRICT
BALTIMORE COUNTY, MARYLAND

BEGINNING at a point on the western side of Maxwell Avenue, existing 40 feet wide right of way, at the approximate distance of 447 feet, more or less, north from the north side of Thruway, the point of beginning being at the line of division between Lot No. 147 and Lot No. 148. The property being Lots No. 148 thru No. 151 in the subdivision of "Plat Of New Pittsburgh" as recorded in Baltimore County Plat Book 3 at Folio 72, containing 7,774.9 square feet or 0.18 acres of land, more or less.

Also known as No. 1950 Maxwell Avenue

STATE OF MARYLAND
DONALD EDWIN HICKS
No. 8678
PROFESSIONAL ENGINEER

06-439-A

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: #06-439-A
1950 Maxwell Avenue
West side of Maxwell Avenue, 447 feet north of Thruway
15th Election District - 7th Councilmanic District
Legal Owner(s): James T. Chavis
Contract Purchaser: Angel Land, LLC, Shirley Nieberlein

Variance: to permit a front averaged setback of as little as 10 feet in lieu of the required front averaged setback of 11 feet and to permit a rear setback of 14 feet in lieu of the required 30 feet.

Hearing: Friday, April 21, 2006 at 9:00 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.

4/009 April 6 90340

CERTIFICATE OF PUBLICATION

4/6, 2006

THIS IS TO CERTIFY, that the annexed advertisement was published in the following weekly newspaper published in Baltimore County, Md., once in each of 1 ~~successive~~ weeks, the first publication appearing on 4/6, 2006.

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

S. Wilkinson

LEGAL ADVERTISING

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

No. 4926

DATE 3/13/06 ACCOUNT R-001-006-6150

AMOUNT $ 65.00

RECEIVED FROM: Hecks Engineering

FOR: Variance - 1950 Maxwell Ave
06-439-A (CHAVIS)

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

PAID RECEIPT

BUSINESS DATE	POSTING DATE	TIME	DRW
3/15/2006	3/13/2006	15:38:52	4

B&A 8406 WALK-IN 100% CHK
>>RECEIPT # 474226 3/13/2006 OFLN
Dept: 'B' FOR ZONING VERIFICATION
CD/MI: 004926
Recpt tot $65.00
$65.00 CK $.00 CA
Baltimore County, Maryland

CASHIER'S VALIDATION

CERTIFICATE OF POSTING

ATTENTION: KRISTEN MATTHEWS **DATE:** 4/4/06

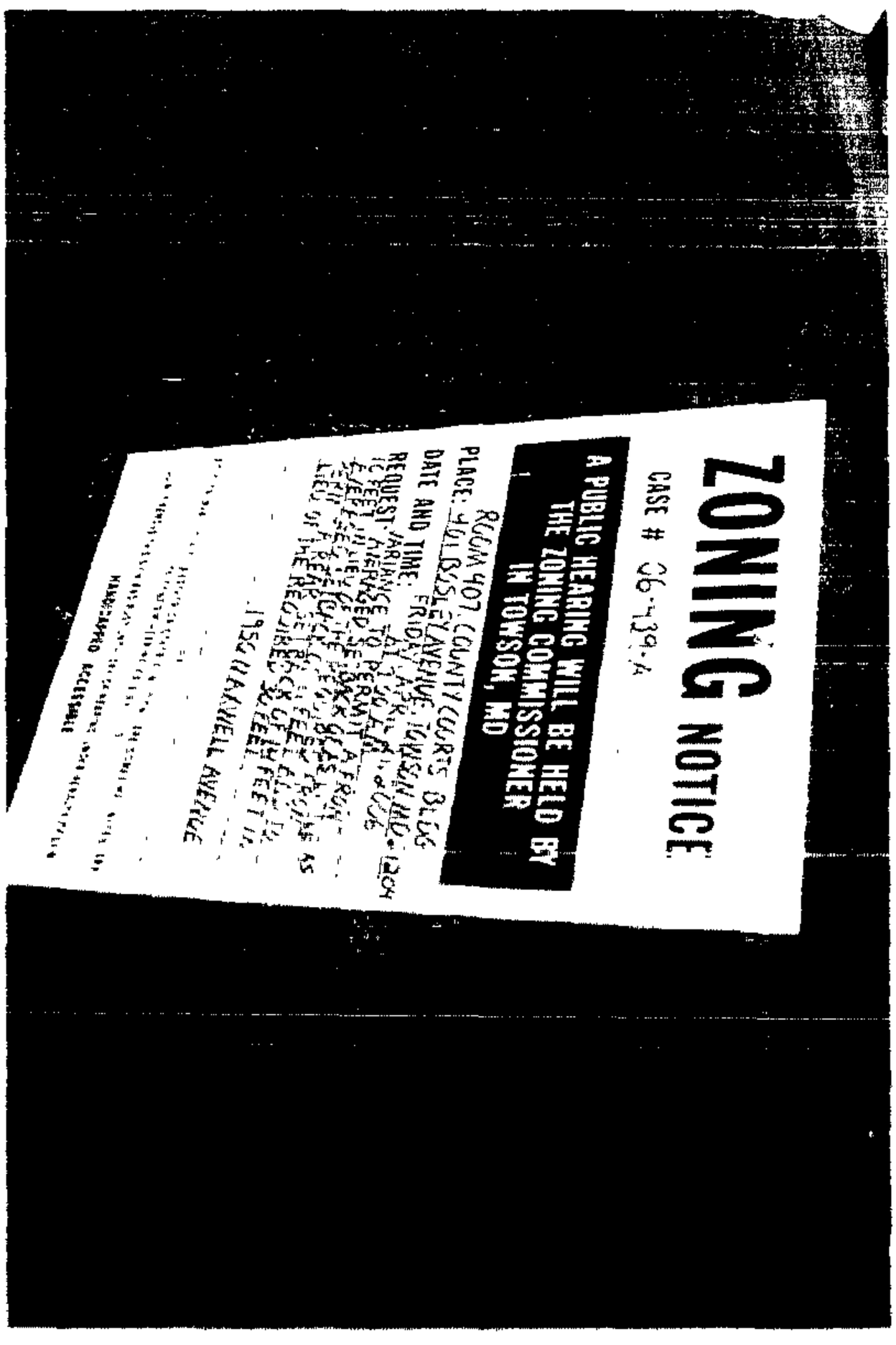
Case Number: 06-439-A

Petitioner/Developer: *Deborah Dopkin Esq--James Chavis--Shirley Nieberlien--Don Hicks of Hicks Engineering*

Date of Hearing (Closing): 04/21/06

This is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at: 1950 MAXWELL AVENUE

The sign(s) were posted on: 4/3/06



Linda O'Keefe
(Signature of Sign Poster)

Linda O'Keefe
(Printed Name of Sign Poster)

523 Penny Lane
(Street Address of Sign Poster)

Hunt Valley Maryland 21030
(City, State, Zip Code of Sign Poster)

410-666-5366
(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

Baltimore County

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

March 22, 2006

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: 06-439-A
1950 Maxwell Avenue
West side of Maxwell Avenue, 447 feet north of Thruway
15th Election District – 7th Councilmanic District
Legal Owners: James T. Chavis
Contract Purchaser: Angel Land, LLC, Shirley Nieberlein

Variance to permit a front averaged setback of as little as 10 feet in lieu of the required front averaged setback of 11 feet and to permit a rear setback of 14 feet in lieu of the required 30 feet.

Hearing: Friday, April 21, 2006 at 9:00 a.m. in Room 407, County Courts Building,
401 Bosley Avenue, Towson, MD 21204

Timothy Kotroco

Timothy Kotroco
Director

TK:klm

C: Deborah Dopkin, 409 Washington Avenue, Ste. 1000, Towson 21204
James Chavis, 1613 Dundalk Avenue, Baltimore 21222
Shirley Nieberlien, 3628 Bay Drive, Baltimore 21220

NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY THURSDAY, APRIL 6, 2006.**
(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

TO: PATUXENT PUBLISHING COMPANY
Thursday, April 6, 2006 Issue - Jeffersonian

Please forward billing to:
Mrs. Shirley Nieberlein
Angel Land, LLC
3628 Bay Drive
Baltimore, MD 21220

410-335-5449

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: 06-439-A
1950 Maxwell Avenue
West side of Maxwell Avenue, 447 feet north of Thruway
15th Election District – 7th Councilmanic District
Legal Owners: James T. Chavis
Contract Purchaser: Angel Land, LLC, Shirley Nieberlein

Variance to permit a front averaged setback of as little as 10 feet in lieu of the required front averaged setback of 11 feet and to permit a rear setback of 14 feet in lieu of the required 30 feet.

Hearing: Friday, April 21, 2006 at 9:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue, Towson, MD 21204

WILLIAM J. WISEMAN III
ZONING COMMISSIONER FOR BALTIMORE COUNTY

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

DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT
ZONING REVIEW

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

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

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

OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.

For Newspaper Advertising:

Item Number or Case Number: 06-439-A

Petitioner: JAMES T. CHAVIS

Address or Location: 1950 MAXWELL AVENUE

PLEASE FORWARD ADVERTISING BILL TO:

Name: MRS. SHIRLEY D. NIEBERLEIN

Address: ANGEL LAND, LLC
3228 BAY DRIVE
BALTIMORE, MD 21220

Telephone Number: 410-335-5449

Revised 2/20/98 - SCJ

Department of Permits
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

April 14, 2006

Deborah C. Dopkin, Esquire
409 Washington Avenue, Suite 1000
Towson, MD 21204

Dear Ms Dopkin:

RE: Case Number: 06-439-A, 1950 Maxwell Avenue

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on March 13, 2006.

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

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

Very truly yours,

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR:amf

Enclosures

c: People's Counsel
James T. Chavis 1613 Dundalk Avenue Baltimore 21222
Angel Land, LLC Shirley Nieberlein – Managing Member 3628 Bay Drive Baltimore 21220

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

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

DATE: March 27, 2006

FROM: Dennis A. Kennedy, Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
For March 27, 2006
Item Nos. 429, 430, 431, 432, 433, 434, 435, 436, 437, 439, 440, and 441

The Bureau of Development Plans Review has reviewed the subject zoning items, and we have no comments.

DAK:CEN:clw
cc: File
ZAC-NO COMMENTS-03272006.doc

Jm
4/21

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: March 31, 2006

RECEIVED
MAR 31 2006
ZONING COMMISSIONER

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

SUBJECT: Zoning Advisory Petition(s): **Case(s) 6-439- 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 Amy Mantay in the Office of Planning at 410-887-3480.

Prepared By: Curtis Murray

Division Chief: Lyn Lanham

CM/LL

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: March 31, 2006

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

SUBJECT: Zoning Advisory Petition(s): **Case(s) 6-439- 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 Amy Mantay in the Office of Planning at 410-887-3480.

Prepared By: Curtis Murray

Division Chief: Lyn Lanham

CM/LL

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

State Highway Administration
Driven to Excel
Maryland Department of Transportation

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

Date: 3·21·06

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

RE: Baltimore County
Item No. 439 JAP

Dear. Ms. Matthews:

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

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

Very truly yours,

L. T. Gredlein

Steven D. Foster, Chief
Engineering Access Permits Division

Fire Department

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

Baltimore County

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

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

March 21, 2006

ATTENTION: Zoning Review planners

Distribution Meeting of: March 20, 2006

Item No.: Item Numbers 427 through 434 and 436 through 439 and 441

Pursuant to your request, the referenced plan(s) have been reviewed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

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

LT. Roland P. Bosley Jr.
Fire Marshal's Office
PHONE 887-4881
MS-1102F

cc: File

RE:	PETITION FOR VARIANCE 1950 Maxwell Avenue; W/S Maxwell Avenue, 447' N Thruway 15th Election & 7th Councilmanic Districts Legal Owner(s): James T. Chavis Contract Purchaser(s): Angel Land, LLC Petitioner(s)	* * * * *	BEFORE THE ZONING COMMISSIONER FOR BALTIMORE COUNTY 06-439-A

* * * * * * * * * * * * *

ENTRY OF APPEARANCE

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

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

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 23rd day of March, 2006, a copy of the foregoing Entry of Appearance was mailed to, Deborah C. Dopkin, Esquire, 409 Washington Avenue, St 1000, Towson, MD, 21204, Attorney for Petitioner(s).

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

RECEIVED
MAR 2 3 2006
Per.....

Mr. and Mrs. Philip L. Keiter, Jr.
1916 Queensway
Baltimore, Maryland 21222

To Whom It May Concern:

Please accept this letter concerning the zoning of a new dwelling at 1950 Maxwell Avenue, Baltimore, Maryland 21222. We are unable to attend due to our work schedules.

When we moved into our residency on March 13, 1995, we asked the neighbors who owned the lot because of the deployed condition. No one seemed to know including Baltimore County. It was told to us by the neighbors who grew up in the adjacent homes that no one could build on this property because of its size. The area was actually three different lots that made a pie shape. I had learned this information when I would call Code Enforcement to get help in cleaning this parcel. Two years ago, we found out that a Mr. Simmons owned this land after we had cleared and maintained this property along with our neighbors Michael and Tracy Suhre who live at 1944 Maxwell Avenue.

At that time Mr. Simmons told my husband and I that he was going to build a home, but it never happened, instead a "For Sale" sign was posted on the lot. Last year another fellow appeared and said that he was the owner of the land and that he was going to build a garage with a loft on top. Now, a sign is posted by the Zoning Board that a new home dwelling is going to be erected yet by a new owner who we just meant for the first time on Tuesday evening.

We strongly feel that this would not be a good move for Baltimore County to allow a new dwelling to be placed on this property because of the prior zoning laws. This is the reason they have the laws and as Baltimore County residents we feel this should be abided by.

Sincerely,

Deborah L. Keiter

Pet #1A

From: Fellow Neighbors
To: Zoning Commisioner
Subject: Variance dispute
Date: April 21, 2006

Dear Sir or Madam,

All of the neighbors here on Maxwell Avenue are concerned for the safety of the neighborhood if this man is aloud to build on this lot without the legal amount of clearance. The house is not in compliance with county setback requirements. We are all against the issuance of relief of the variance for many safety concerns. We are sorry that alot of us neighbors could not attend the meeting either because of work or many are elderly people. We have signed our names below and we hope that you take this into consideration. Thank you for your time.

Residents that live on Dundalk Avenue

and

Maxwell Avenue

Donna Poe
Donna Poe 410-284-3590
Anthony and Nancy Guidaboni
Anthony & Nancy Guidaboni 410-288-3124
Sandra Weimer
Sandra Weimer
410-772-7200

Pet 1B

Tracy Suhre
1944 Maxwell Avenue
Dundalk MD, 21222

To whom it may concern:

Hi my name is Tracy Suhre. I am the owner of 1944-1946 Maxwell Avenue. I am sorry I was unable to attend the meeting today however, I have many concerns regarding this issue. My husband and I purchased our home in 1995. When we purchased our home an elderly man owned the said property 1950 Maxwell Avenue. We would see him occasionally but he didn't come around much because my husband always took care of his land. Approximately four months after we bought our home we hired a company named Fence Fair to install a fence around our property. The fence has been there now for eleven years. The owner at no time ever told us that he thought our fence was on his property. This same man owned the land for the next nine and a half years.

He then sold the land to a new gentleman who approached us and told us that he thought that our fence was four feet on his property. He told us that he was not worried about it that he was not planning to build anything on there for years. This gentleman then sold the property a couple of months later to the owner now. This man knocked on our door two days ago and asked to speak with us. He notified us that our fence is believed to be on his property seven feet. He said that in order for him to build, we need to move our fence. This situation is very upsetting to myself and to may three children who have been playing in this yard for all of these years.

For the past eleven years my husband has been maintaining all of this land and now we are being told to move our fence. I so not understand why no one came to us prior to buying the land to ask about the fence. Why would anyone purchase a piece of property that is said to be short seven feet. My fence has been there for eleven years and that is the only place my children have to play. There is no paved alley and there are no sidewalks. They have their yard and their pool which may not be for long if we have to move our fence.

I did a little research on Boundary disputes. I found out that when our fence was being installed by a company named Fencefair elleven years ago, the owner of 1950 Maxwell Avenue never at any time came to us and said that he believed our fence is on his property. Therefore, if your neighbor begins building and you believe that they are on your property you must notify them immediately. if construction is allowed to continue, you could be giving up your rights to that part of your land. By a procedure called Prescriptive Easement, the court allows a party using your land, if uncontested for a specified amount of years the right to use that land indefinitely. I feel like after our fence being there all these years, we should not have to move it. Especially for something to be built that myself and my surrounding neighbors due not agree with because of the fact that the house he is proposing to put ther is not in compliance with the county setback requirements. We are against the issuance of the variance for safety concerns. The house is going to set back alot further then all the other homes and it is going to block the view of traffic pulling out of this dead end alley onto Maxawell Avenue. Maxwell Avenue is a very high traffic road. Lets face it, he is short half the footage required by law in the back where the alley is. This is very dangerous.

The owner of this property is not even building this home to live in it. He is and investor trying to make a profit, and in the meantime he is disrupting my families life and the surrounding neighbors life and safety. Lets not forget it is not even up to code! I hope you take a moment to think about all of the things I have nentioned in this letter. I feel that I have stressed some concerns worth taking into consideration All the years that we have lived in our home and I would hate to see some investor come in and build something that is not even legally a loud and put some many peoples lives in harms way. I have attached a copy of my findings on relolving boundary issues. I thank you for your time

Tracy Suhre

1C

This message has been scanned for known viruses.

From: Thomas Schrieber
To: Mike Suhre
Subject: Emailing: 19990716
Date: Thu, 20 Apr 2006 18:37:17 -0400

Real Estate Closing Software
Automates preparation and printing of HUD-1, HUD-1A RESPA; Escrow Disclosure; 1099-S; Amortization Schedule. We do the math!

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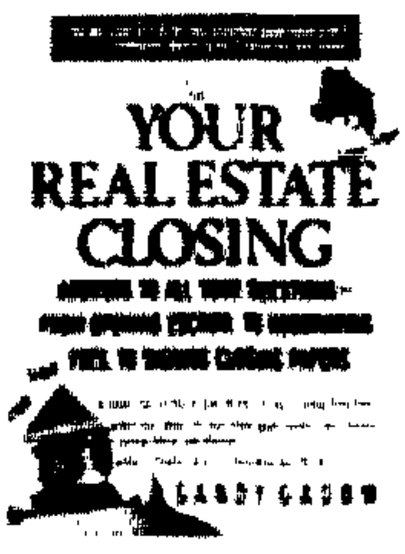
Sandy Gadow, a frequent guest speaker on national radio as the escrow expert, has more than 25 years experience in escrow, title and real estate. A licensed mortgage broker and real estate sales associate, Sandy is a member of the American Land Title Association, the California Escrow Association, and the National Association of Real Estate Editors. She is the author of *The Complete Guide to Your Real Estate Closing* and a featured columnist at realtytimes.com. If you have questions for Sandy see our Ask Sandy page.

Resolving Boundary Disputes

Boundary lines between properties are described in the property description in your deed. Before you build a fence or any other structure on your land which is near or on the boundary separating your property from your neighbor's property, you need to be certain of your property's boundary lines. If you mistakenly build a fence on your neighbor's property, you could be responsible for trespassing and a court could make you tear down the fence. If you are unsure as to where the boundary lies between your property and that of your neighbor's property, there are several things you can do to resolve the problem.

If a survey was done when you purchased the property, this description of the property would show your actual boundary lines. Often, however, there are cases where the description of a property was originally recorded many years ago, even decades ago, and that description may not be entirely accurate. The property description on your deed is normally in metes and bounds, by a government survey system, or by a reference to a recorded map. It may not detail boundaries that a survey would reveal.



Order Now!

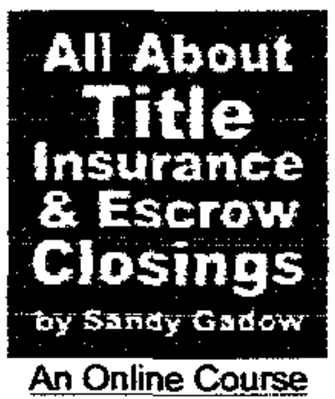
One solution is to order an up-dated survey which would reveal the actual boundary lines. Another alternative would be to file a quiet title lawsuit whereby you would ask a judge to determine the boundary lines of your property. This procedure is generally more expensive than a survey due to the legal filing fees. A less expensive alternative would be to meet with your neighbor and to agree on a physical object, such as a fence or a large tree which would serve as the boundary line between your two properties. You and your neighbor would then sign a quitclaim deed and grant to the other neighbor ownership to any land on the other side of the line you had agreed upon

[redacted]

If you obtained a mortgage when your purchased your property, the lender generally requires that a survey be performed. It is always wise to walk the property with survey in hand prior to closing on the

Pur #2

User Reviews



An Online Course

An Online Course

property. You may not anticipate adding a fence or other structure at the time of purchase, but you may want to in the future, and determining your exact boundary lines at the time of purchase will prevent any potential problems.

Related Question

Q What is the difference between an appraisal and a survey?

A An appraisal assesses the value of the house and property, using comparable sales and market value, whereas a survey determines the land boundaries of the property. An appraisal will assist the lender to determine if the loan should be made and for what amount. A survey will disclose whether there are any encroachments on the property by neighbors and the extent to which any easements on the property may affect legal title. Both types of property reports will require a physical inspection of the property by a licensed professional, acceptable to the lender. It has become common practice for lenders to require both types of inspections, to be certain their interest in the property is protected.

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Title Insurance Glossary
Look up title insurance terms and definitions

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All information is deemed reliable but is not guaranteed and should be independently verified.

RE: NO. 1950 MAXWELL AVENUE
LOTS 148 THRU 151
"PLAT OF NEW PITTSBURGH"
P.B. 3, FOLIO 72

DATE	GRANTEE/GRANTOR	DEED REFERENCE
07/13/04	JAMES T CHAVIS/SIMMONS	20409/096
12/31/01	CONFIRMATORY DEED SIMMONS/BALTIMORE COUNTY	15920/470
09/05/97	SIMMONS/BALTIMORE COUNTY	12367/684
04/23/87	BALTIMORE COUNTY/ BALTIMORE COUNTY	7574/155
06/27/79	BRILL, HIRSCHMAN, GOLDSTEIN/ GOLDSTEIN, HIRSCHMAN, GREENBERG (PERSONAL REPRESENTATIVES (BRILL)	6041/276
08/30/58	PAT HOLDING CO., INC/HALL	3408/303
01/12/54	HALL/VLANOS, et al (HEIRS)	2428/469
01/19/26	SOROKOS/GOUNARIS	631/58

Pet # 6

Tax Nos. 12-16-002935
12-02-071215
12-19-074192

This Deed,

Made this 13th day of July, in the year two thousand four, by and between LOUIS SIMMONS also known as LOUIS D. SIMMONS party of the first part, and

JAMES T. CHAVIS, party of the second part.

Witnesseth, That in consideration of the sum of FIFTEEN THOUSAND DOLLARS ($15,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged,

the said party of the first part,

does grant and convey unto the said party of the second part, his personal representatives, heirs and assigns,

in fee simple

all those lots of ground, situate, lying and being in Baltimore County, State of Maryland, and described as follows, that is to say:

PARCEL NO. 1:

BEING a parcel of land containing 0.098 acre (4,528 sq. ft.) more or less, as laid out and shown "AREA TO BE RELEASED" on the Bureau of Land Acquisition Drawing No. SP 12-109/SP 12-081 and as attached to Confirmatory Deed from Baltimore County, Maryland, unto Louis D. Simmons dated December 31, 2001 and recorded among the Land Records of Baltimore County in Liber SM 15920 at folio 470. Said Lots laid out and shown on the Plat of New Pittsburg as Lots 150 and 151, said plat being recorded among the Plat Records of Baltimore County in Plat Book WPC No. 3, folio 072.

SAVING AND EXCEPTING THEREFROM that portion of Lots Nos. 150 and 151 designated as "5' STRIP TO BE RETAINED FOR WIDENING OF MAXWELL AVENUE" as shown on the aforedescribed Bureau of Land Acquisition Drawing No. SP 12-109/SP 12-081.

BEING the same lot of ground described in a Confirmatory Deed dated December 31, 2001, and recorded among the Land Records of Baltimore County in Liber SM 15920 at folio 470, from Baltimore County, Maryland, unto Louis D. Simmons.

PARCEL NO. 2:

BEING KNOWN AND DESIGNATED as Lots Nos. 148 and 149 on the Plat of New Pittsburg and recorded among the Land Records of Baltimore County in Plat Book W.P.C. No. 3, folio 72.

BEING the same lots of ground described in a Deed dated September 5, 1997 and recorded among the Land Records of Baltimore County in Liber SM 12367 at folio 684, from Fred Homan, Director of Budget and Finance for Baltimore County unto Louis Simmons.

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

TO HAVE AND TO HOLD the said lots 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 party of the second part, as Sole Owner his personal representatives, heirs and assigns, in fee simple.

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

Witness the hand and seal of said grantor.

Witness:

(SEAL)
LOUIS SIMMONS
Also known as
LOUIS D. SIMMONS

THIS is to certify that the within instrument was prepared by or on behalf of the undersigned Maryland Attorney.

Gary R. Maslan

STATE OF MARYLAND, COUNTY OF BALTIMORE , to wit:

I HEREBY CERTIFY, that on this 13th day of July, in the year two thousand four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis D. Simmons also known as Louis Simmons, the above grantor and he acknowledged the foregoing Deed to be his act.

As Witness my hand and Notorial Seal.

Gerald M. Phillips, Notary Public

My Commission Expires: September 1, 2005

ASHORE TITLE COMPANY, INC.
7506 Eastern Avenue
Baltimore, MD 21224

SP 12-109
J.O. "O"
Item 1 (R)
Election District: 12c7

THIS CONFIRMATORY DEED, Made this day of , 2001, by and between BALTIMORE COUNTY, MARYLAND, a body corporate and politic, Grantor; and LOUIS D. SIMMONS, of Baltimore County, State of Maryland, Grantee.

WHEREAS, in a deed dated November 29, 2001 and recorded among the land records of Baltimore County in Liber S.M. No. 15817, folio 287, the Grantor and Grantee discovered that the name of the Grantee was erroneously stated as being Louis D. Simmons, Jr. and is now being corrected to read Louis D. Simmons; and

WHEREAS, Baltimore County, Maryland, was the fee simple owner of the hereinafter described properties by virtue of (1) Deed dated April 23, 1987 and recorded among the land records of Baltimore County in Liber S.M No. 7574, folio 155, from Stanley Guild, Jr., Acting Director of Finance for Baltimore County and Collector of State and County Taxes for said County, and (2) Deed dated November 24, 1987, and recorded among the aforesaid land records in Liber S.M. No. 12555, folio 738, from Fred Homan, Director of Finance and Collector of State and County Taxes for said County; and

WHEREAS, the property hereinafter described was on the 8th day of June, 1998, declared to be no longer needed for public use by the Grantor; and

WHEREAS, upon recommendations made to and approved by the County Executive of Baltimore County, the hereinafter described property was sold unto the Grantee, at and for the price of FOUR THOUSAND EIGHT HUNDRED NINETY-SEVEN DOLLARS ($4,897.00), plus costs involved in said transaction; and

WHEREAS, pursuant to Baltimore County Code, 1988, Title 2, entitled "Administration", Article 1, Section 2-1, and amendments thereto, the Grantor is authorized and empowered to dispose of the hereinafter described property; and

WHEREAS, due public notice of the proposed conveyance of the hereinafter described property was published once a week for three (3) successive weeks in the Jeffersonian, a weekly newspaper of general circulation published in Baltimore County, which said notice set forth a description of the property, the proposed purchase price, the name of the proposed purchaser, and gave the general public until the 19th day of July, 1999, to file any objections to said proposed

sale; and

WHEREAS, no objections to said sale were filed within the time allowed by said notice; and

WHEREAS, the said Louis D. Simmons, has paid BALTIMORE COUNTY, MARYLAND, the sum of FOUR THOUSAND EIGHT HUNDRED NINETY-SEVEN DOLLARS ($4,897.00), the agreed purchase price of said property, and BALTIMORE COUNTY, MARYLAND, is authorized by law to execute this deed.

NOW THEREFORE WITNESSETH, that in consideration of the sum of FOUR THOUSAND EIGHT HUNDRED NINETY-SEVEN DOLLARS ($4,897.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, BALTIMORE COUNTY, MARYLAND, does grant and regrants, convey and re-conveys and confirms unto Louis D. Simmons, the Grantee, his successors and assigns, the survivor of them, and such survivor's personal representatives and assigns, in fee simple, all that parcel of land situate, lying and being in the Twelfth Election District of Baltimore County, State of Maryland, and being more particularly described as follows, that is to say:

BEING a parcel of land containing 0.098 acre (4,528 sq. ft.), more or less, as laid out and shown "AREA TO BE RELEASED" on the Bureau of Land Acquisition Drawing No. SP 12-109-/SP 12-081. Said lots laid out and shown on the Plat of New Pittsburgh as Lots 150 & 151, said plat being recorded among the plat records of Baltimore County in Plat Book W.P.C. No 003, folio 072.

FOR TITLE: See the following instruments, viz.: (1) Deed dated April 23, 1987, and recorded among the land records of Baltimore County in Liber S.M. No. 7574, folio 155, from Stanley Guild, Jr., Acting Director of Finance and Collector of State and County Taxes to Baltimore County, Maryland; and (2) Deed dated November 24, 1997, and recorded among the aforesaid land records in Liber S.M. No. 12555, folio 738, from Fred Homan, Director of Finance and Collector of State and County Taxes to Baltimore County, Maryland.

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 lots 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 said Louis D. Simmons, his successors and assigns, the survivor of them, and such survivor's personal representatives and assigns in fee simple.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-15775] SM 15920, p. 0471

AS WITNESS the Corporate Seal of Baltimore County, Maryland, and the signature of the County Administrative Officer of Baltimore County.

ATTEST:

BALTIMORE COUNTY, MARYLAND

BY: 12/31/01
John M. Wasilisin
County Administrative Officer

STATE OF Maryland CITY/COUNTY OF Harford, to wit:

I HEREBY CERTIFY that on this 31 day of December, in the year 2001, before me, the subscriber, a Notary Public, personally appeared JOHN M. WASILISIN, County Administrative Officer, and he acknowledged the foregoing Deed to be the act of said body corporate and politic, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: 6-1-04

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by the Duly Authorized Administrative Official and/or Chairman of the County Council, as indicated)

12-26-01
OFFICE OF THE COUNTY ATTORNEY
(*Approval of Legal Form and Sufficiency Does Not Convey Approval Or Disapproval of the Substantive Nature of This Transaction. Approval is Based Upon Typeset Document-All Modifications Require Re-Approval.)

This is to certify that the within instrument was prepared under the supervision of the Title Examination Supervisor who is an attorney admitted to practice before the Court of Appeals of Maryland.

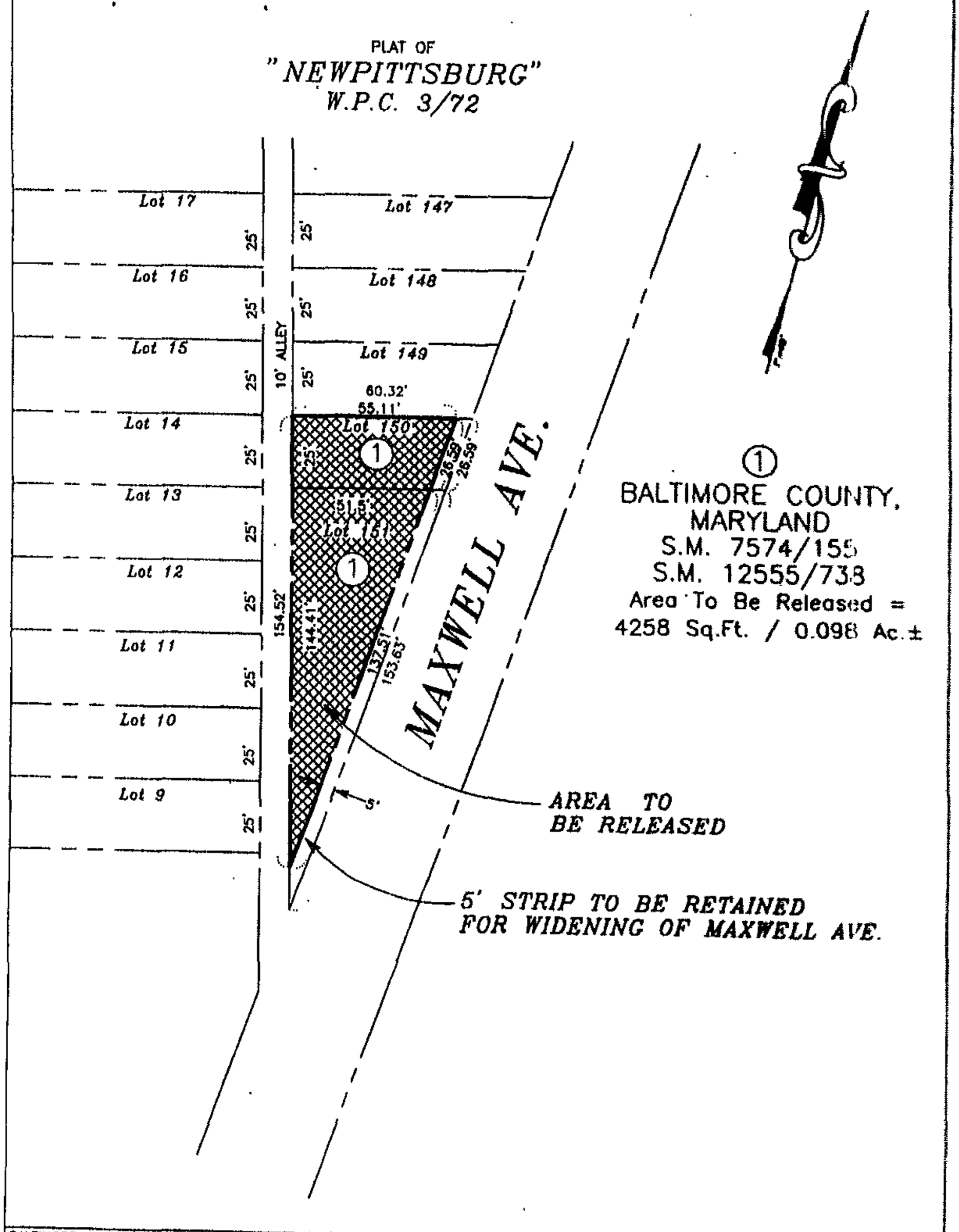
Dennis F. Maloney
Title Examination Supervisor

12/17/01

DFM:LMB:vaf
Account Nos.: 12-02-071215

G:\Surplus Files\12th District\12-109\Deedprep\12109(CD) doc

PLAT OF
"NEWPITTSBURG"
W.P.C. 3/72



BALTIMORE COUNTY — DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT — BUREAU OF LAND ACQUISITION

DISTRICT NO 12 C 7	POSITION SHEET NO.	FEDERAL PROJECT NO.
	CONSTRUCTION PLAN NO.	MARYLAND PROJECT NO.

APPROVED DIRECTOR OF PUBLIC WORKS
DATE

APPROVED CHIEF, BUREAU OF LAND ACQUISITION
DATE 9-12-99

APPROVED DIVISION OF DRAFTING
DATE 3-30-99

AREA TO BE ACQUIRED
REVERTIBLE SLOPE EASEMENT
TEMPORARY CONSTRUCTION AREA
EXISTING COUNTY R/W
AREA TO BE RELEASED
TEMPORARY SLOPE EASEMENT

SURVEYOR
DATE REG. NO.

ITEM NO.	RECORDED

DRAWN BY	FSB
PLAT CHECKED	FSB
AREA CHECKED	FSB
TITLE CHECKED	BLOE

SHEET	1 OF 1
SCALE:	1"=40'
B.C. JOB ORDER NO.	"0"
	SP 12-109 SP 12-081

REVISIONS

DEED

THIS DEED, made this 5th day of September, 1997, by and between Fred Homan, Director of Budget & Finance for Baltimore County and Collector of State and County Taxes for said County, party of the first part, and Louis Simmons of the County of Baltimore, State of Maryland, party of the second part.

WHEREAS, heretofore, State and County Taxes for the lots of ground hereinafter described, having been due and the said Director of Budget & Finance and Collector of Taxes for the County of Baltimore and State of Maryland, after having given due notice and having complied with all the prerequisites provided by law, did sell the hereinafter referred to property on May 18, 1995, in fee, to Louis Simmons.

THE SAID PROPERTY has not been redeemed, and the purchase money and all taxes and other Municipal Liens, and the interest and penalties thereon, accruing since the date of sale have been paid.

AND WHEREAS, by Decree of the Circuit Court for Baltimore County, dated May 22, 1997, it was Ordered that an absolute and indefeasible title, in fee, to the property, be vested in Louis Simmons, as will more fully appear from the proceedings relating thereto entitled Louis Simmons v. Evelyn Sims, et al., Case #03-C-96-008686 OC.

NOW THEREFORE, this deed witnesseth that for and in consideration of $4,000, the receipt whereof is hereby acknowledged, the said Fred Homan, Director of Budget & Finance for Baltimore County and Collector of State and County Taxes for said County, as aforesaid, by virtue of and in pursuance with the power and authority vested in him does grant and convey unto the party of the second part, and its successors and assigns, in fee, all that lot of ground situate and being in Baltimore County, State of Maryland, as aforesaid, and known and described on Certificate of Tax Sale for Property Number 12-16-002935, located in the 12 District of Baltimore County, described as follows, that is to say: Property No. 12-16-002935, Lt. 148, 149 Maxwell Avenue, said property being assessed to Pat Holding Co., Inc. and also described as follows:

Being the same lots of ground, which by deed dated August 30, 1958 and recorded among the Land Records of Baltimore County in Liber GLB 3408, Folio 303, which were granted and conveyed by Albert V. Hall and Alma Hall, his wife, unto the Pat Holding Company, Inc.

TOGETHER, WITH the buildings thereupon, all the rights, alleys, waters, privileges, appurtenances and advantages thereto belonging, or in any wise appertaining.

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

SIGNATURE _____ DATE _____

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County

By _____ Date _____

TO HAVE AND TO HOLD the said lots of ground and premises, unto and to the use of the said party of the second part, and its successors and assigns, in fee.

AS WITNESS the hand and seal of the said Grantor.

Witness:

FRED HOMAN, DIRECTOR of Budget & Finance for Baltimore County and Collector of State and County Taxes for Baltimore County

THIS IS TO CERTIFY, that the foregoing deed was personally prepared by the undersigned, who has been duly admitted to practice law in the State of Maryland by the Court of Appeals of the State of Maryland.

JAMES F. TRUITT, JR.
Attorney at Law

STATE OF MARYLAND, County of Baltimore, To Wit:

I HEREBY CERTIFY, that on this 9th day of September, 1997, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred Homan, Director of Budget & Finance for Baltimore County and Collector of State and County Taxes for said County, the Grantor named in the foregoing deed, and acknowledged the said deed to be his act, and in my presence signed and sealed the same.

Notary Public

My commission expires:_____

MARY THERESA HOOK
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 1, 2001

APPROVED as to form and legal sufficiency, this 5 day of September, 1997.

Assistant County Attorney

0012367 686

LOUIS SIMMONS 6736 Graceland Avenue Baltimore, Maryland 21224-3030	•	IN THE
	•	CIRCUIT COURT
Plaintiff	•	FOR
VS.	•	BALTIMORE COUNTY
EVELYN SIMS, et. al	•	IN EQUITY
Defendants	•	CASE NO: 03-C-96-5686

* * * * * * * * * * * * *

JUDGEMENT FORECLOSING RIGHT OF REDEMPTION

The proceedings in the captioned case having been read and considered, the Court finds that all known Defendants were personally served or were sent notice in accordance with Maryland Code Annotated, Tax-Property Article, Section 14-839(a)(4) and also were notified by an Order of Publication issued out of this Honorable Court, and no redemption has been made by any party in interest. Therefore, it is this 22 day of May, 1997.

ORDERED that judgment be and it is hereby entered in favor of Plaintiff foreclosing the right of redemption in the property below described:

149 Maxwell Avenue (being known as Property No. 12-16-002635 Lt. 148) on the Tax Roll of the Director of Finance)

ORDERED that Plaintiff is vested with an absolute and indefeasible fee simple title, free and clear of all alienations and descents of the property occurring before the date of judgment and encumbrances on the property, except taxes and other metropolitan and municipal district liens accruing subsequent to date of the sale and easements to which the property is subject,

AND IT IS FURTHER ORDERED that the Director of Finance shall execute a Deed to the Plaintiff, its successors and assigns, in accordance herewith, upon payment to the said Collector of the balance of the purchase price due on account of the purchase of the above-described property, together with all taxes and interest and penalties that have accrued thereon subsequent to the date of sale;

FILED MAY 27 1997

AND IT IS FURTHER ORDERED that the Supervisor of Assessments of Baltimore County shall enroll Plaintiff as the fee simple owner of the above-described property.

Robert E Cahill Jr.
JUDGE

I, SUZANNE MENSH, CLERK, CIRCUIT COURT FOR BALTIMORE COUNTY, do hereby certify that the above is a true copy of the Judgment taken from the record of proceedings in said cause.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the said Court this _____ day of _____, 1997.

_____
Clerk, Circuit Court for Baltimore County

APPROVED FOR JUDGMENT:

Richard D. Payne
RICHARD D. PAYNE, Master

Date: 5/19/97

25-SP-12-081

THIS DEED, Made this 23rd day of April, 1987, by and between STANLEY GUILD, JR., Acting Director of Finance for Baltimore County and Collector of State and County Taxes for said County, party of the first part; and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, party of the second part.

WHEREAS, the hereinafter described fee simple property was sold on or about the 25th day of May, 1981 for delinquent taxes by Randolph B. Rosencrantz, Director of Finance for Baltimore County and Collector of State and County Taxes for said County, to Baltimore County, Maryland, as shown by a Certificate of Tax Sale dated May 25, 1981, issued by Randolph B. Rosencrantz the Director and Collector as aforesaid, to Baltimore County, Maryland, pursuant to the provisions of Tax-Property Article, Section 14-847 of the Annotated Code of Maryland; and

WHEREAS, after the expiration of one year and a day from the date of said Certificate of Tax Sale, the property hereinafter described not having been redeemed, the said Baltimore County, Maryland, a body corporate and politic, filed in the Circuit Court for Baltimore County a Bill of Complaint to foreclose any equity of redemption held by any person or persons in said hereinafter described property, in accordance with the provisions of said Tax-Property Article, Section 14-847 of the Annotated Code of Maryland, said proceedings being entitled "Baltimore County, Maryland versus Michael M. Brill, et al" and recorded in the Office of the Clerk of the Circuit Court for Baltimore County in Civil-Special Proceedings Docket E.H.K., Jr. No. 179, folio 21, Case No. 83E-1568; and

STATE DEPARTMENT OF ASSESSMENTS & TAXATION
KAP 6/16/87
CLERK DATE

AGRICULTURAL TRANSFER TAX NOT APPLICABLE
SIGNATURE KAP 6/16/87

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY, MARYLAND
For Director of Finance
Date 6-17-87 Sec. 11-48

WHEREAS, by Judgment of the Circuit Court for Baltimore County, passed in said cause on the 22nd day of August, 1986, an absolute and indefeasible title in fee simple in and to said property vested in said Baltimore County, Maryland as will more fully appear from said proceedings recorded as aforesaid; and

WHEREAS, Stanley Guild, Jr. has succeeded Randolph B. Rosencrantz as Acting Director of Finance for Baltimore County and Collector of State and County Taxes for said County.

NOW, THEREFORE, THIS DEED WITNESSETH, that in consideration of the premises and the sum of One Dollar and other valuable considerations, the receipt whereof is hereby acknowledged, the said Stanley Guild, Jr., Acting Director of Finance for Baltimore County and Collector of State and County Taxes for said County, party of the first part, by virtue and in pursuance of the power and authority vested in him under the aforesaid Judgment, does hereby grant and convey unto the said party of the second part, Baltimore County, Maryland, its successors and assigns, in fee simple, all that lot of ground situate in the Twelfth Election District of Baltimore County, State of Maryland and being more particularly described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lot 150, as shown on the Plat of New Pittsburg, which plat is recorded among the Plat Records of Baltimore County in Plat Book W.P.C. No. 3, folio 72.

FOR TITLE SEE: Deed dated June 27, 1979 from Leslie S. Goldstein, Joel A. Hirschman and Mannes F. Greenberg, Personal Representatives for the Estate of H. Lee Brill, Deceased, to Michael M. Brill, Susan A. Hirschman and Barbara B. Goldstein, said deed being recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 6041, folio 276.

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 in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises unto and to the proper use and benefit of the said Baltimore County, Maryland, its successors and assigns, in fee simple, forever.

WITNESS the Hand and Seal of the said party of the first part, Acting Director of Finance for Baltimore County and Collector of State and County Taxes for said County.

WITNESS:

Peggy L. Meadows

Stanley Guild (SEAL)
Stanley Guild, Jr.
Acting Director of Finance for
Baltimore County and Collector of
State and County Taxes for said
County

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that on this 23rd day of April, 1987, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared STANLEY GUILD, JR., Acting Director of Finance for Baltimore County, Maryland, and Collector of State and County Taxes for said County, known to me, or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same, in the capacity therein stated, for the purposes therein contained.

WITNESS my Hand and Notarial Seal.

Notary Public

My Comm exp 7/1/90

NOTARY PUBLIC BALTIMORE CO.

LIBER 7574 PAGE 150

Approved as to form:

12/12/86
Assistant County Attorney

Approved as to legal sufficiency:

5/5/87
Assistant County Attorney

12/5/86
D7

SMM:SJB:bay
Account Number: 12-02-071215

AFFIDAVIT OF CONSIDERATION

I, Shirley M. Murphy, hereby certify under the penalties of perjury that the actual consideration paid or to be paid for the aforegoing conveyance, including the amount of any mortgage or deed of trust assumed by the grantee, is in the sum total of $NONE.

WITNESS:

Baltimore County
Bureau of Land Acquisition

(AFFIANT)

12-11-86
Date

BYTHE COOL BOZ TIME
06/17/99

Balt Co Land Acq
Don't Mail

THIS DEED, Made this 27th day of June, in the year one thousand nine hundred and seventy-nine, by and between Leslie S. Goldstein, Joel A. Hirschman and Mannes F. Greenberg, Personal Representatives for the Estate of H. Lee Brill, Deceased, parties of the first part, Grantors and Michael M. Brill, Susan A. Hirschman and Barbara B. Goldstein, parties of the second part, Grantees.

WHEREAS, the said H. Lee Brill, departed this life testate on or about July 4, 1976, seized and possessed of the properties hereinafter described.

WHEREAS, on or about July 19, 1976, the said Leslie S. Goldstein, Joel A. Hirschman and Mannes F. Greenberg, were appointed the Personal Representatives for the Estate of H. Lee Brill, Deceased, (See Register of Wills of Baltimore City Estate Docket 117, Folio 171, Estate No. A-11142, Wills Liber P.H.D. No. 364, Folio 48).

WHEREAS, it is the intention and desire of the parties of the first part, Personal Representatives as aforesaid, to make a partial distribution of the properties hereto, pursuant to the Last Will and Testament of H. Lee Brill, Deceased, wherefore these presents are executed.

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the sum of ~~Five~~ NO Dollars ($0.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part, Personal Representatives as aforesaid, acting in exercise, by virtue and in pursuance of the power and authority conferred upon them as aforesaid, do hereby grant, convey and assign unto the said parties of the second part, as tenants in common, and not joint tenants, their personal representatives and assigns, all those lots of ground situate in the County of Baltimore, in the State of Maryland, and described as follows, that is to say:-

TRANSFER TAX NOT REQUIRED
RANDOLPH B. ROSENCRANTZ
DIRECTOR OF FINANCE
BALTIMORE COUNTY, MARYLAND
For: Gloria J. Colburn
6-28-79 Roll-A-H

1. Lots 1 & 2 Section M on the Plat of Halethorpe Terrace in the 13th Election District of Baltimore County and which Plat is recorded among the Plat Records of Baltimore County in Plat Book W.P.C. No. 7 folio 72. Recorded E.H.K., Jr. No. 5387 folio 313.

2. Lots 18 & 19 Block F on the Plat of Halethorpe Terrace in the 13th Election District of Baltimore County and which Plat is recorded among the Plat Records of Baltimore County in Plat Book W.P.C. No. 7 Folio 72. Recorded E.H.K.,Jr. No. 5387 folio 313.

3. Lot 50 Block E Section 2 on the Plat of Friendship Gardens in the 13th Election District of Baltimore County and which Plat is recorded among the Plat Records of Baltimore County in Plat Book G.L.B. No. 22 folio 21. Recorded E.H.K,Jr. No.5387 folio 313

4. Lots 7, 8 & 9 Block 12 Plat 1 of Catonsville Manor in the 1st Election District of Baltimore County, which Plat is recorded among the Plat Records of Baltimore County in Plat Book W.P.C. No. 6 folio 109. Recorded 5055/88 and 3512/150.

5. Lots 6 & 7 Mellinee Avenue in the 3rd Election District of Baltimore County(60' x 130'). Recorded E.H.K,Jr. No. 5561 folio 562

6. Lot No. 8, Plat of Melinee, Section E Lot 30 ft. by 130 ft. fronts on West side of Melinee St. 30 feet Northwest of Oak Avenue, which Plat is recorded among the Land Records of Baltimore County in Plat Book W.P.C. No. 1 folio 103 and situate in the 3rd Election District of Baltimore County. Recorded E.H.K.,Jr. No. 5387 folio 313.

7. Lot 87 Third Street on the Plat of Cherry Heights in the 14th Election District of Baltimore County and which Plat is recorded among the Plat Records of Baltimore County in Plat Book W.P.C. No. 3 folio 71(40' front x 178' on one side, 67' back x 124' on the other side)

8. Lot 103 Second Street on the Plat of Cherry Heights in the 14th Election District of Baltimore County and which Plat is recorded among the Plat Records of Baltimore County in Plat Book W.P.C. No. 3 folio 71 (40' x 160').

9. Lot 119 First Avenue on the Plat of Cherry Heights in the 14th Election District of Baltimore County and which Plat is recorded among the Plat Records of Baltimore County in Plat Book W.P.C. No. 3 folio 71 (26' x 162').

10. Lot 27 Apple Street on the Platof Cherry Heights in the 14th Election District of Baltimore County and which Plat is recorded among the Plat Records of Baltimore County in Plat Book W.P.C. No. 3 folio 71 (40' x 189').

11. Lot 107 Second Street on the Plat of Cherry Heights in the 14th Election District of Baltimore County and which Plat is recorded among the Plat Records of Baltimore County in Plat Book W.P.C. No. 3 folio 71 (40' x 160').

12. Lot 105 Second Street on the Plat of Cherry Heights in the 14th Election District of Baltimore County and which Plat is recorded among the Plat Records of Baltimore County in Plat Book W.P.C. No. 3 folio 71 (43' x 162' - in rear 16' width).

13. Lot No. 1 Plat of Charlesway, 119.64 ft x 168.93 ft. irregular. Fronts 119.64 feet on west side of Charles Street Avenue. Northwest corner of Charlesway and which Plat is recorded among the Land Records of Baltimore County in Plat Book J.W.B. No. 14 folio 14 in the 9th Election District of Baltimore County. Recorded E.H.K.,Jr. No. 5387 folio 313.

14. Reserved lot Charleswood 237.67 feet x 65.26 feet irregular. Fronts 237.67 feet on east side of North prong of Charlesway 98.47 feet north of south prong of Charlesway in the 9th Election District of Baltimore County. Recorded E.H.K.,Jr. No. 5387 folio 313.

15. Lot 31 Walnut Avenue on the Plat of Melinee in the 3rd Election District of Baltimore County, which Plat is recorded among the Land Records of Baltimore County in Plat Book W.P.C. No. 1 folio 103. Recorded E.H.K.,Jr. No. 5561 folio 562.

16. Lot 71 Section C on the Plat of Baltimore Highlands in the 13th Election District of Baltimore County

17. Lot 31.68 feet by 122.18 feet irregular, Plat of Essex, Block K, Section C, west side of Marlyn Avenue 155 feet north of Dorsey Avenue in the rear of Frank M. Lewis in the 15th Election District of Baltimore County, which Plat of Essex, etc. is recorded among the Plat Records of Baltimore County in Plat Book W.P.C. No. 9 folios 74 and 75. Recorded Liber No. 3512, Folio 150.

18. Part Lot 69 Block 7 Section A in Oak Park Addition in the 13th Election District of Baltimore County. Recorded in Liber 4090 folio 443. Property known as 2701 Monumental Avenue.

19. 2 acres on east side of Sunnybrook Road between Paper Mill Road and Jacksonville Pike in the 10th Election District of Baltimore County. Recorded E.H.K,Jr. 5387 folio 313.

20. Lot 12, Goucher Avenue, Talbot Manor, Section CC in the 8th Election District of Baltimore County, which Plat is recorded among the Plat Records in Plat Book 13 folio 70. Recorded in Liber 5055 folio 88.

21. Lot 67, East Avenue, Turners in the 12th Election District of Baltimore County, which Plat is recorded among the Plat Records of Baltimore County in Plat Book 5 folio 10. Recorded in Liber 3512 folio 150.

22. Lot 150, Maxwell Avenue, New Pittsburg in the 12th Election District of Baltimore County, Plat No. 1, which Plat is recorded among the Plat Records of Baltimore County in Plat Book No. 3 folio 72.

23. The annual ground rent and reversion issuing out of the property known as 109 Melrose Avenue in the 1st Election District of Baltimore County at and for the annual rent of Seventy-Five Dollars($75.00) payable semi-annual installments on the 15th days of April and December in each and every year.

Being the same lot of ground which was granted and conveyed by Isadore J. Silverstone and Florence B. Silverstone, his wife unto H. Lee Brill and Eugene M. Carozza, tenants in common; subject to the Estate, terms and interest of the leasehold interest created thereon. Recorded in Liber E.H.K.,Jr. No. 5577 folio 47.

24. Lot 9b Block 3 Overbrook and Knollwood Avenue in the 9th Election District of Baltimore County in Plat book G.L.B. No. 18 folio 37. Recorded E.H.K.,Jr. No. 5387 folio 313.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-5896] EHK Jr. 6041, p. 0278

25. The annual ground rent and reversion issuing out of the property known as 168 Winters Lane in the 1st Election District of Baltimore County at and for the annual rent of Ninety Dollars ($90.00) payable in semi-annual installments on the 1st days of August and February in each and every year.

Being the same lot of ground which by Deed dated June 17, 1974, and found recorded among the Land Records of Baltimore County in Liber E.H.K,Jr. No. 5455 folio 99 was granted and conveyed by F. B. Silverstone unto H. Lee Brill, subject to the estate, terms and interest of the leasehold interest created thereon.

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 all those aforementioned lots of ground and premises unto the use of the said Grantees, Michael M. Brill, Susan A. Hirschman and Barbara B. Goldstein, as tenants in common, and not joint tenants, their personal representatives and assigns, in Fee Simple.

WITNESS the hands and seals of the said Grantors, Personal Representatives as aforesaid.

WITNESS:

E. Elaine Lemarck
AS TO ALL

Leslie S. Goldstein (SEAL)
LESLIE S. GOLDSTEIN

Joel A. Hirschman (SEAL)
JOEL A. HIRSCHMAN

Mannes F. Greenberg (SEAL)
MANNES F. GREENBERG

PERSONAL REPRESENTATIVES FOR THE ESTATE OF H. LEE BRILL, DECEASED

JUN 28-79 16710AM ****19.00
JUN 28-79 16710AM ****19.00

STATE OF MARYLAND, County OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 27th day of June, 1979, before me, the subscriber, A Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Leslie S. Goldstein, Joel A. Hirschman and Mannes F. Greenberg, Personal Representatives of the Estate of H. Lee Brill, Deceased, and they acknowledged the aforegoing Deed to be their act as such Personal Representatives.

AS WITNESS my hand and Notarial Seal.

E. Elaine Lemarck
Notary Public

My Commission Expires: July 1, 1982

Rec'd for record JUN 28 1979 at 1:57 P.M.
Per Elmer H. Kahline, Jr., Clerk
Mail to Leslie S. Goldstein
Receipt No. 1492

THIS DEED, Made this 30 day of August, in the year one thousand nine hundred and fifty-eight, by and between ALBERT V. HALL and ALMA HALL, his wife, of Baltimore County, State of Maryland, parties of the first part and PAT HOLDING COMPANY, INC., a body corporate of the State of Maryland, party of the second part.

WITNESSETH, That for and in consideration of the sum of Five ($5.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Albert V. Hall and Alma Hall, his wife, do hereby grant and convey unto the said Pat Holding Company, Inc., a body corporate of the State of Maryland, its successors and assigns, forever, in fee simple, all those lots of ground situate, lying and being in Baltimore County, State of Maryland and described as follows:

BEGINNING for the first, being known and designated as Lots Nos. 148 and 149 on the plat of New Pittsburg and recorded among the Land Records of Baltimore County in Plat Book W.P.C. No. 3 folio 72.

BEING the same lots of ground which by deed dated January 12, 1954 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2428 folio 469, were granted and conveyed by Georgia Vlahos, et al, to Albert V. Hall and Alma Hall, his wife.

BEGINNING for the second, being known and designated as Lots Nos. 31 and 32 in Block F on the Plat of Helethorpe Terrace and recorded among the Plat Records of Baltimore County in Plat Book W.P.C. No. 7 folio 72.

BEING the same lots of ground which by deed dated May 17, 1952 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2118 folio 299, were granted and conveyed by Heinrich Rohnacher and wife, to Albert V. Hall and Alma Hall, his wife.

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 lots of ground and premises, above described and mentioned and hereby intended to be conveyed; together with

Holman C. Schoenberger
ATTORNEY AT LAW
TOWSON, MD.

the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said [illegible] Company, Inc., a body corporate of the State of Maryland, its successors and assigns, forever, 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 [illegible] to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances as may be requisite.

AS WITNESS the hands and seals of said grantors.

TEST: [illegible]

Albert V. Hall

[illegible]

Alice Hall

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this [illegible] day of [illegible], 19[illegible], before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Albert V. Hall and Alice Hall, [illegible] the within named Grantors and they acknowledged the [illegible] to be their act and deed.

AS WITNESS my hand and Notarial Seal.

[illegible]
Notary Public

Rec'd for Record SEP 8 1970 at [illegible]
Per George L. Byerly, Clerk

Mailed to [illegible]

THIS DEED, Made this 12th day of January, 1954, in the year one thousand nine hundred and fifty-~~three~~ four, by and between Georgia Vlahos and Constantios Vlahos, her husband, George Vlangas and Edith Vlangas, his wife, William Vlangas and Georgia Vlangas, his wife, Ethel Skeleres, widow, Peter Vlangas and Viola V. Vlangas, his wife, Diamanto N. Maniati and Nick Maniati, her husband, of the first part, and Albert V. Hall and Alma Hall, his wife, of the second part.

WITNESSETH, that in consideration of the sum of five dollars and other valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do grant, convey and quitclaim unto the said parties of the second part, as tenants by the entireties, their assigns, the survivor of them and the heirs and assigns of such survivor, in fee simple, all those lots of ground, situate; lying and being in Baltimore County, State of Maryland, aforesaid, and described as follows, that is to say:-

BEING Lots Nos. 148 and 149 as shown on the Plat of New Pittsburg, which said Plat is recorded among the Land Records of Baltimore County in Plat Book W.P.C. No. 3, folio 72.

BEING the same lots of ground, which by Deed, dated January 19, 1926 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 631, folio 58, were granted and conveyed by George Nestor Gounaris to Nicholas Sorokos. The said Nicholas Sorokos departed this life on March 31, 1929, intestate, leaving his nephews and nieces, the said Georgia Vlahas, George Vlangas, William Vlangas, Ethel Skeleres, Peter Vlangas and Diamanto N. Maniati, as his only heirs at law and next of kin.

BEING also the same lots of ground, which by Deed, dated September 14, 1944 and recorded among the aforesaid Land Records in Liber R.J.S. No. 1359, folio 108, were granted and conveyed by Leon Benn to the said Albert V. Hall and Alma Hall, his wife.

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 lots 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 parties of the second part, as tenants by the entireties, their assigns, the survivor of them and the heirs and assigns of such survivor, in fee simple.

AND the said parties of the first part hereby covenant that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said grantors.

TEST:
as to Georgia Vlahos

William Vlangas

TEST: as to Ethel Skeleres

John Skeleres

TEST: as to all except Constantios Vlahos and Diamanto N. Maniati

Constantios Vlahos

TEST: as to Constantios Vlahos

William S. Wilson, Jr.

her Georgia Vlahos (SEAL)
Georgia Vlahos

Constantios Vlahos (SEAL)
Constantios Vlahos

George Vlangas (SEAL)
George Vlangas

Edith Vlangas (SEAL)
Edith Vlangas

William Vlangas (SEAL)
William Vlangas

Georgia Vlangas (SEAL)
Georgia Vlangas

HER MARK Ethel Skeleres per John Skeleres (SEAL)
Ethel Skeleres

Peter Vlangas (SEAL)
Peter Vlangas

Viola V. Vlangas (SEAL)
Viola V. Vlangas

TEST:
as to Diamanto N. Maniati:

Demetrius Economides

Diamanto N. Maniati (SEAL)
Diamanto N. Maniati

Nick Maniatis (SEAL)
Nick Maniati.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

WPC 021/53

for Baltimore City aforesaid personally appeared John F Schad President of the said The Johns Development Company Incorporated the Grantor named in the aforegoing Deed and acknowledged said Deed to be the act of said Grantor

AS WITNESS my hand and Notarial Seal

(NOTARIAL SEAL) J Britain Winter Notary Public

Recorded February 5 1926 at 1 P M and Examined per William P Cole Clerk

---

20994 R S 1.00

George Nestor Gounaris

Deed to

Nicholas Sorokos

THIS DEED Made this 19th day of January in the year one thousand nine hundred and twenty six by George Nestor Gounaris Unmarried of Jacksonville Florida formerly of Baltimore Maryland

WITNESSETH that in consideration of Five Dollars and other good and valuable considerations this day paid the receipt whereof is hereby acknowledged the said George Nestor Gounaris does grant and convey unto Nickolas Sorokos Unmarried his heirs and assigns in fee-simple all that lot of ground situate lying and being in Baltimore County and described as follows that is to say:

Beginning for the Lots Nos One Hundred and Forty eight (148) and One Hundred and Forty Nine (149) in Baltimore County and the State of Maryland as laid out on a Plat of New Pittsburg which plat is recorded in the Record Office of Baltimore County in Plat Book W P C No 3 Folio 72

BEING THE SAME LOT OF GROUND which by deed dated June 30th 1917 and recorded among the Land Records of Baltimore County in Liber W P C No 485 Folio 27 was conveyed by the New Pittsburg Land Company to the Grantor herein

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 in anywise appertaining

TO HAVE AND TO HOLD the said 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 Nickolas Sorokos his heirs and assigns in fee simple subject to the restrictions and conditions as mentioned in the deed dated June 30th 1917 from the New Pittsburg Land Company to the Grantor herein

AND the said George Nestor Gounaris hereby covenants that he will warrant specially the property hereby granted and conveyed and that he will execute such further assurances of said land as may be requisite

Witness the hand and seal of said grantor

Test

Jno O Nolte George Nestor Gounaris (SEAL)

W W White

State of Florida County Duval to wit:

I HEREBY CERTIFY that on this 19th day of January in the year one thousand nine hundred and Twenty six (1926 before me the subscriber George Nestor Gounaris of the State of Florida in and for aforesaid personally appeared and he acknowledged the foregoing Deed to be his act

(NOTARIAL SEAL) Jno O Nolte Notary Public for State of Florida at large

My Commission expires June 24/26

Recorded February 5 1926 at 2 P M and Examined per William P Cole Clerk

RE: NO. 1944 MAXWELL AVENUE
LOTS 146 & 147
"PLAT OF NEW PITTSBURGH"
P.B. 3, FOLIO 72

DATE	GRANTEE/GRANTOR	DEED REFERENCE
12/29/95	SUHRE/LIPKA, JR	11428/484
10/20/94	LIPKA, JR/R&L REAL ESTATE PROPERTIES, INC.	10857/266
07/17/92	R&L REAL ESTATE PROPERTIES, INC. /BIRD N' HAND VENTURES, INC.	9283/304
06/23/92	BIRD N' HAND VENTURES, INC. /DEBORAH ALBRIGHT, STRAW PARTY	9245/301
06/23/92	DEBORAH ALBRIGHT, STRAW PARTY /BIRD N' HAND VENTURES, INC.	9245/298
06/23/92	BIRD N' HAND VENTURES, INC. /RAY VASBY, SR.	9245/296
02/25/92	BEVERLY A. OTT/RAY VASBY, SR.	9098/727
07/13/61	RAY VASBY, SR./ZABKOWSKI	3892/526
07/13/61	ZABKOWSKI/TOPPER, TRUSTEE	3892/524
11/26/23	STEINMETZ/BOUTON	584/279

Pet #5

Click here for a plain text ADA compliant screen.

Maryland Department of Assessments and Taxation
BALTIMORE COUNTY
Real Property Data Search

Go Back
View Map
New Search
Ground Rent

Account Identifier: District - 12 Account Number - 1222000910

Owner Information

Owner Name: SUHRE MICHAEL J
SUHRE TRACY L

Use: RESIDENTIAL

Principal Residence: YES

Mailing Address: 1944 MAXWELL AVE
BALTIMORE MD 21222-2915

Deed Reference: 1) /11428/ 484
2)

Location & Structure Information

Premises Address
1944 MAXWELL AVE

Legal Description
LT 146,147
1944 1946 MAXWELL AVE
NEW PITTSBURG

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:
103	9	462					146	3	Plat Ref: 3/ 72

Special Tax Areas

Town
Ad Valorem
Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1914	1,776 SF	4,488.00 SF	04

Stories	Basement	Type	Exterior
2	YES	STANDARD UNIT	SIDING

Value Information

	Base Value	Value As Of 01/01/2006	Phase-in Assessments As Of 07/01/2005	As Of 07/01/2006
Land:	26,480	48,480		
Improvements:	60,340	68,830		
Total:	86,820	117,310	86,820	96,983
Preferential Land:	0	0	0	0

Transfer Information

Seller:	LIPKA LAWRENCE J,JR	Date:	02/12/1996	Price:	$103,000
Type:	IMPROVED ARMS-LENGTH	Deed1:	/11428/ 484	Deed2:	
Seller:	R & L REAL ESTATE PROPERTY INC	Date:	12/06/1994	Price:	$96,000
Type:	MULT ACCTS ARMS-LENGTH	Deed1:	/10857/ 266	Deed2:	/10857/ 238
Seller:	BIRD N HAND VENT URES INC	Date:	07/20/1992	Price:	$31,000
Type:	IMPROVED ARMS-LENGTH	Deed1:	/ 9283/ 304	Deed2:	

Exemption Information

Partial Exempt Assessments	Class	07/01/2005	07/01/2006
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:

* NONE *

Individual Form
Leasehold
ECT-385

(M-DINDLH)

THIS ASSIGNMENT, Made this 29th day of December, in the year one thousand nine hundred and ninety-five by and between **LAWRENCE J. LIPKA, JR.**, party of the first part, Grantor; and **MICHAEL J. SUHRE and TRACY L. SUHRE, HUSBAND AND WIFE**, parties of the second part, Grantees.

WITNESSETH: that in consideration of the sum of **One Hundred Three Thousand and 00/100 ($103000.00)**, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey and assign unto **MICHAEL J. SUHRE and TRACY L. SUHRE, HUSBAND AND WIFE**, as tenants by the entireties, their assigns, the survivor of them and the survivor's personal representatives and assigns, the leasehold interest in all that lot(s) of ground situate in Baltimore County, in the State of Maryland, and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lots Nos. One hundred forty-six (146) and One Hundred Forty Seven (147) as shown on the plat of New Pittsburgh, which Plat is recorded among the Land Records of Baltimore County in Plat Book WPC No. 3, folio 72. The improvements thereon being known as No. 1944 and 1946 Maxwell Avenue.

BEING the same lot of ground which by Assignment dated October 20, 1994 and recorded among the Land Records of Baltimore County in Liber No. 10857, folio 288 was granted and conveyed by R&L Real Estate Properties, Inc. unto Lawrence J. Lipka, Jr., the Grantor herein.

The Grantee(s) hereby certifies under penalties of perjury, that the land conveyed herein is residentially improved, owner occupied real property and that the residence will be occupied by us.

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(s) of ground and premises, unto the said **MICHAEL J. SUHRE and TRACY L. SUHRE, HUSBAND AND WIFE**, as tenants by the entireties, their assigns, the survivor of them and the survivor's personal representatives and assigns, for all the residue for the term of years yet to come and unexpired therein with the benefit of renewal forever, subject to the payment of an annual ground rent of $120.00, payable half-yearly on the 23rd of June and December, in each and every year.

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

WHENEVER used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
SIGNATURE DATE

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore City

2-12-96

FIRST TIME HOMEBUYER AFFIDAVIT
OWNER-OCCUPANCY STATEMENT

The Grantee(s) hereby certifies under penalties of perjury that:

1. The Grantee(s) is/are an individual(s) who has never owned in the State of Maryland residential real property that has been the individual(s) principal residence; and

2. The residence will be occupied by the Grantee(s) as the Grantee(s) principal residence.

Witness:

_____ Michael J. Suhre (Seal)
Grantee

_____ Tracy L. Suhre (Seal)
Grantee

_____ _____ (Seal)
Grantee

_____ _____ (Seal)
Grantee

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

I HEREBY CERTIFY, that on this 29th day of December, 1995 before me, a Notary Public of the State aforesaid, personally appeared MICHAEL J. SUHRE TRACY L. SUHRE, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, who signed the same in my presence, and acknowledged that he/she/they executed the same for the purposes therein contained.

WITNESS my Hand and Notarial Seal.

KENNETH J. BATTAGLIA NOTARY PUBLIC BALTIMORE CITY, MD.

Notary Public

WITNESS, the hand(s) and seal(s) of said Grantors and Grantees:

WITNESS:

K. J. Bass — LAWRENCE J. LIPKA, JR. (SEAL)

(SEAL)

K. J. Bass — MICHAEL J. SUHRE (SEAL)

K. J. Bass — TRACY L. SUHRE (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, **TO WIT:**

I HEREBY CERTIFY, that on this 26th day of December, 1996, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **LAWRENCE J. LIPKA, JR.** and \, the within named Grantors, known to me (or satisfactorily proven) to be the persons whose names is/are subscribed to the within instrument and acknowledged the foregoing Deed to be their act, and in my presence signed and sealed the same.

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

K. J. Bass
NOTARY PUBLIC

KENNETH J. BATTAGLIA NOTARY PUBLIC BALTIMORE CITY, MD.

My Commission Expires: 8-26-97

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, **TO WIT:**

I HEREBY CERTIFY, that on this 26th day of December, 1996, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **MICHAEL J. SUHRE and TRACY L. SUHRE,** the within named Grantees, known to me (or satisfactorily proven) to be the persons whose names is/are subscribed to the within instrument and acknowledged the foregoing Deed to be their act, and in my presence signed and sealed the same.

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

K. J. Bass
NOTARY PUBLIC

KENNETH J. BATTAGLIA NOTARY PUBLIC BALTIMORE CITY, MD.

My Commission Expires: 8-26-97

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY OR UNDER THE SUPERVISION OF THE UNDERSIGNED, AN ATTORNEY DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

David E. Carey
DAVID E. CAREY

RETURN TO:
EAST COAST TITLE, INC.
67 W. TIMONIUM ROAD, SUITE 110
TIMONIUM, MD 21093
ECT-38

ASSIGNMENT

THIS ASSIGNMENT made this 20th day of October, in the year one thousand nine hundred and ninety-four by and between R & L Real estate Properties, Inc., a Maryland Corporation, party of the first part, and Lawrence J. Lipka, Jr., party of the second part.

WITNESSETH, that in consideration of the sum of Ninety-Six Thousand Dollars and no cents ($96,000.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the said party of the first part does grant and convey unto the said party of the second part, the survivor of him, the survivor's personal representatives, heirs and assigns, the leasehold interest, all that lot of ground situate in Baltimore County and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lots Nos. One Hundred Forty-Six (146) and One Hundred Forty-Seven (147) as shown on the plat of New Pittsburgh, which plat is recorded among the Land Records of Baltimore County in Liber W.P.C. No. 3, folio 72. The improvements thereon also being known as Nos. 1944 and 1946 Maxwell Avenue.

BEING the same lot of ground which by Deed of Assignment dated October 21, 1994, and recorded among the Land Records of Baltimore County immediately prior hereto was granted and assigned by Bird N' Hand Ventures, Inc. unto R & L Real Estate Properties, Inc.

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 parties of the second part, the survivor of him, the survivor's personal representatives, heirs and assigns, for all the residue of years yet to come and unexpired therein with the benefit of renewal forever, subject to the annual ground rent of $120.00.00 payable half-yearly on the 23rd days of June and December in each and every year.

And pursuant to the provisions of Chapter 197 of the Laws of Maryland, 1988, effective July 1, 1988 [Ann. Code of Maryland, Article Tax-Property, Section 13-203(b)] the undersigned Grantee

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
SIGNATURE _____ DATE 11/17/94

03A03#0114TLTRTX $1,536.00
BA C010:19AM11/17/94

State Department of Assessments & Taxation for Baltimore County
By _____ 11/17/94

hereby makes oath that the residence on the property described in the within Deed will be occupied by the Grantee.

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

WITNESS the hand and seal of said grantor.

WITNESS:

R & L REAL ESTATE PROPERTY, INC.

By: _____ (SEAL)
Lawrence J. Lipka, Jr., President, Grantor

_____ (SEAL)
Lawrence J. Lipka, Jr., Grantee

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I, Thomas X. Alderman, a Notary Public in and for the said State and County, do hereby certify that, Lawrence J. Lipka, Jr., President of R & L Real Estate Property, Inc., who is personally well known to me or satisfactorily proven to be the party to and who executed this Deed bearing the date this 20th day of October, 1994, personally appeared before me in the said State and County, and, by virtue of the authority upon him conferred and on behalf of the Corporation, acknowledged the same to be his free act and deed for the purposes contained therein.

Witness my hand and official seal this 20th day of October, 1994.

_____ [SEAL]
Notary Public

My Commission Expires: 12/14/94

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I, Thomas X. Alderman, a Notary Public in and for the State and County aforesaid, do hereby certify that Lawrence J. Lipka, Jr., who is personally well known to me as the parties to and who executed the annexed Assignment bearing date the 20th day of October, 1994, personally appeared before me in the said State and County, and, by virtue of the authority upon him conferred, acknowledged the same to be the free act and deed for the purposes contained therein.

Witness my hand and official seal this 20th day of October, 1994.

(SEAL)
Notary Public

My Commission Expires: 12/14/96

CERTIFICATION

THIS IS TO CERTIFY that the within instrument has been prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Thomas X. Alderman

Please return to: Richmond Title Guarantee Corporation
300 Allegheny Avenue,
Towson, MD 21204

 TAX I.D. #: 12-22-000910

This Assignment, MADE THIS 17th ---------- day of July ----------

in the year one thousand nine hundred and ninety-two ---------- by and between

BIRD N' HAND VENTURES, INC. ----------

---------- a body corporate

of the State of Maryland ----------of the first part, and

R & L REAL ESTATE PROPERTY, INC., a body corporate of the State of Maryland ----------

of the second part.

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

James C Brennan
JAMES C. BRENNAN, Esquire

WITNESSETH, That in consideration of the sum of Thirty-One Thousand ~~Five Hundred~~ Dollars ($31,000.00) and such other good and valuable considerations, the receipt of which is hereby acknowledged ----------

the said BIRD N' HAND VENTURES, INC., a body corporate of the State of Maryland ----------

do---- grant and assign to the said R & L REAL ESTATE PROPERTY, INC., its

A RC/F 13.00
A T TX 155.00
A DOCS 155.00
RC TRF 5.00
DEED 0
SH CLERK 333.00

~~Personal representatives~~/successors and assigns all those ----------lots of ground situate in the 12th Election District of Baltimore County, Maryland --, and described as follows, that is to say:

#49016 COO3 R01 T18:14
07/20/92

BEING KNOWN AND DESIGNATED as Lots Nos. One Hundred and Forty-Six (146) and One Hundred Forty-Seven (147) as shown on the Plat of New Pittsburg, which Plat is duly recorded among the Land Records of Baltimore County in Plat Book Liber W.P.C. No. 3, folio 72. The improvements thereon being known as Nos. 1944 and 1946 Maxwell Avenue.

BEING the same lots of ground which by Assignment dated June 23, 1992 and recorded among the Land Records of Baltimore County in Liber S.M. No. 9245, folio 301, was granted and assigned by Deborah Albright, straw party, to Bird N' Hand Ventures, Inc.

SEE ALSO Confirmatory Lease of evendate herewith and recorded or intended to be recorded among the Land Records of Baltimore County prior hereto between Birn N' Hand Ventures, Inc. and Deborah Albright.

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County
LM 7-20-92
By Date

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
SIGNATURE LM DATE 7-20-92

01A01#0100TLTRTX $496.00
BA CO08:26AM07/20/92

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

TO HAVE AND TO HOLD the said described lots ---------of ground and premises to the said R & L REAL ESTATE PROPERTY, INC., its ----------

----------successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of $120.00 ---Dollars, payable half-yearly on the 23rd ----------days of June and December ---------- in each and every year.

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

WITNESS the name and corporate seal of the grantor --and the signature of WILLIAM T. FELL, JR. ----------, the --President thereof.

Attest:

BIRD N' HAND VENTURES, INC.

By: [signature]

WILLIAM T. FELL, JR.
- President

STATE OF MARYLAND, Baltimore County ----------, to wit:

I HEREBY CERTIFY, That on this 17th ----day of July ----------, in the year one thousand nine hundred and ninety-two----------, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared WILLIAM T. FELL, JR., ----------

who acknowledged himself to be the --President of BIRD N' HAND VENTURES, INC. ----------, a corporation, and that he as such --President, being authorized so to do, executed the aforegoing instrument for the purposes therein contained, by signing in my presence the name of the corporation by himself as such --President.

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

[signature]
JAMES C. BRENNAN Notary Public

NOTARY PUBLIC

My Commission expires:

December 1, 1995

MAIL TO: BRENNAN & BRENNAN
ATTORNEYS AT LAW P.A.
[redacted]

1944-1946 Maxwell Avenue
Baltimore, Maryland 21222

LIBER 9245 PAGE 301

THIS ASSIGNMENT, Made this 23rd day of June, in the year one thousand nine hundred and ninety-two by and between **DEBORAH ALBRIGHT, STRAW PARTY** of Baltimore County, State of Maryland, party of the first part, and **BIRD N' HAND VENTURES, INC.**, party of the second part.

WITNESSETH, That in consideration of the sum of NONE the said party of the first part does grant and assign to the said party of the second part, it's successors and assigns, the leasehold interest in all that lot of ground situate in Baltimore County, State of Maryland, and described as follows that is to say:

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

This Assignment shall in no way act as a Merger Deed extinguishing the Ground Rent. The Ground Rent and Leasehold shall be held separately and apart; and that the hereinbefore described property shall be held subject to the payment of the annual ground rent as hereinafter stated.

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, it's successors and assigns, for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the annual rent of $120.00 Dollars, payable half-yearly on the 23rd day of June and December in each and every year.

AND the said party of the first part hereby covenants that she has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby 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:

_____

Deborah Albright (SEAL)
DEBORAH ALBRIGHT, STRAW PARTY

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 23rd day of June, in the year one thousand nine hundred and ninety-two, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **DEBORAH ALBRIGHT, STRAW PARTY** known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained, and in my presence signed and sealed the same.

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

My Commission expires: March 1, 1994

MELIE N. OLIVER NOTARY PUBLIC

THIS IS TO CERTIFY, that the within instrument was prepared by the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

ARNOLD L. MAZOR, ATTORNEY

MAIL TO: TRUST TITLE COMPANY, INC.
7222 Holabird Avenue
Baltimore, Maryland 21222

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County
6/24/92
Date

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY, MARYLAND
Per

SIGNATURE DATE Date 6-24-92

Schedule "A"

BEING KNOWN AND DESIGNATED as Lots Nos. One Hundred Forty Six (146) and One Hundred Forty Seven (147) as shown on the plat of New Pittsburg, which plat is duly recorded among the Land Records of Baltimore County in Plat Book Liber W.P.C. No. 3, folio 72. The improvements thereon being known as Nos. 1944 and 1946 Maxwell Avenue.

BEING the same lots of ground described in a Lease dated June 23, 1992 and recorded among the Land Records immediately prior hereto was granted and conveyed by Bird N' Hand Ventures, Inc. unto Deborah Albright, Strew Party.

LIBER 9245 PAGE 298

1944-1946 Maxwell Avenue
Baltimore, Maryland 21222

THIS LEASE, Made this 23rd day of June in the year nineteen hundred and ninety two between BIRD N' HAND VENTURES, INC., as party of the first part and DEBORAH ALBRIGHT, Sole Party, as party of the second part:

WITHESSETH, That the said Lessor in consideration of the rents hereinafter expressed to be paid, does demise and lease unto the said Lessee her personal representatives and assigns, all that lot of ground situated in Baltimore County, State of Maryland, which is described as follows, that is to say:

C RC/F 14.
C I IX 16.
C RCS 10.
CC DP 5.
LEASE
01522 C001 R02 T1
39.
06/2

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

It is agreed between the parties hereto that upon the assigning of the Lessee hereunder of the Leasehold interest, the said covenants by her to pay the ground rent, taxes, etc., shall cease.

TOGETHER with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground unto and to the use of the said Lessee, her executors, administrators and assigns, for the term of ninety-nine years, beginning on the day of the date of these presents, she the said Lessee her executors, administrators or assigns, yielding and paying therefor unto the said Lessor, its successors and assigns, the rent or yearly sum of One Hundred Twenty ($120.00) Dollars, payable out of the said lot of ground, in every year during the continuance of this demise and that in even and equal half-yearly installments accounting for the same from the 23rd days of December, 1992 over and above all deductions for taxes and assessments of every kind levied or assessed, or to be levied or assessed, on said demised premises or the rents issuing therefrom. The said ground rent shall be capitalized at the rate of 6%.

PROVIDED that if the said rent shall be in arrears, in whole or in part, at any time, then it shall be lawful for said Lessor, its successors and assigns, to make distress therefor upon the premises so in arrears.

AND provided also, that if the said rent shall be in arrears, in whole or in part, for sixty days, then it shall be lawful for the said Lessor, its successors and assigns, to re-enter upon the premises so in arrears and hold the same until all arrearage of rent and all expenses incurred by reason of such non-payment shall be fully paid.

AND provided further, that if the said rent, in whole or in part, shall be in arrears for six months, then the said Lessor, its successors and assigns, may re-enter upon the premises so in arrears and hold the same as if this lease had never been made.

AND the said Lessee for herself, her heirs, executors, administrators and assigns, covenant with the said Lessor, its successors and assigns, to pay the aforesaid rents, taxes and assessments when legally demandable.

AND the said Lessor for itself, its successors and assigns, covenant with the said Lessee her heirs, executors, administrators and assigns, that on the payment by her of said rent and performance of all covenants herein on the part of the said Lessee, her heirs executors, administrators and assigns, to be performed, it the said Lessor, its successors and assigns, will warrant the property hereby leased against

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
SIGNATURE DATE 6/24/92

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State Department of
Assessments & Taxation
for Baltimore County
Date 6/24/92

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY MARYLAND
Authorized Signature
6-24-92
Sec. 33-130

26-X

Schedule "A"

BEING KNOWN AND DESIGNATED as Lots Nos. One Hundred Forty Six (146) and One Hundred Forty Seven (147) as shown on the plat of New Pittsburg, which plat is duly recorded among the Land Records of Baltimore County in Plat Book Liber W.P.C. No. 3, folio 72. The improvements thereon being known as Nos. 1944 and 1946 Maxwell Avenue.

BEING the same lot of ground described in a Deed dated February 25, 1992 and recorded among the Land Records of Baltimore County in Liber SM 9098 folio 727 was granted and conveyed by Ray Vasby, Sr., reserving a lifeestate with full powers and remainder unto Beverly A. Ott.

BEING ALSO the same lot of ground described in a Deed dated June 23, 1992 and recorded among the Land Records of Baltimore County immediately prior hereto was granted and conveyed by Ray Vasby, Sr., unto Bird N'Hand Ventures, Inc.

DEED — FEE SIMPLE — INDIVIDUAL GRANTOR — LONG FORM

LIBER 9245 PAGE 296

1944-1946 Maxwell Avenue
Baltimore, Maryland 21222

This Deed, MADE THIS 23rd day of June

in the year one thousand nine hundred and ninety-two by and between

RAY VASBY, SR.

of Baltimore County, State of Maryland, party of the first part, and

BIRD N' HAND VENTURES, INC. , party

of the second part.

WITNESSETH, That in consideration of the sum of EIGHTEEN THOUSAND ($18,000.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged

the said party of the first part

#1

does grant and convey to the said party of the second part, its

successors and assigns, in fee simple, all

thoses lot s of ground situate in Baltimore County, State of Maryland

and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lots Nos. One Hundred Forty Six (146) and One Hundred Forty Seven (147) as shown on the plat of New Pittsburg, which plat is duly recorded among the Land Records of Baltimore County in Plat Book Liber W.P.C. No. 3, folio 72. The improvements thereon being known as Nos. 1944 and 1946 Maxwell Avenue.

BEING the same lot of ground described in a Deed dated February 25, 1992 and recorded among the Land Records of Baltimore County in Liber SM 9098 folio 727 was granted and conveyed by Ray Vasby, Sr., reserving a life estate with full powers and remainder unto Beverly A. Ott. The said Ray Vasby, Sr. is acting pursuant to powers and authority as contained in the above mentioned deed.

C RC/F 12.0
C T TX 90.0
C REC 5.0
CC DOP 3.0
DEED 1
SH CLERK 197.0
015221 CHI R02 T14
06/24

90
9
12 5

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

SIGNATURE _____ DATE 6/24/92

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County

03A03B0045TLTRTX
BA CO12:TRANS: 0.. ..
$200.00

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, its

[redacted]

and assigns , in fee simple.

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

WITNESS the hand and seal of said grantor

Test:

Ray Vasby Sr. (SEAL)
RAY VASBY, SR.

(SEAL)

STATE OF MARYLAND, County of Baltimore to wit:

I HEREBY CERTIFY, That on this 23rd day of June in the year one thousand nine hundred and ninety-two , before me, the subscriber, a Notary Public of the State aforesaid, personally appeared RAY VASBY, SR.
known to me (or satisfactorily proven) to be the person whose name (s) subscribed to the within instrument, and acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same.

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

My Commission expires:

March 1, 1994

MELIE N. OLIVER Notary Public

MELIE N. OLIVER
NOTARY PUBLIC
BALTIMORE COUNTY, MD.

This is to certify that the within instrument has been prepared (i) by or under the supervision of the undersigned Maryland attorney, or (ii) by a party to this instrument.

TRUST TITLE COMPANY, INC.
7222 HOLABIRD AVENUE
BALTIMORE, MD 21222

(Signature of attorney admitted to practice in Maryland if the instrument has been prepared by or under the supervision of such attorney, or signature of a party to the instrument if such party has prepared the instrument.)
ARNOLD L. MATTO ATTORNEY

LIBER 9098 PAGE 727

NO CONSIDERATION, NO STAMPS
OR TRANSFER TAXES REQUIRED
PREPARED WITHOUT TITLE EXAMINATION

Sec 37.139 (

THIS DEED, Made this 25th day of February, in the year one thousand nine hundred and ninety-two, by and between RAY VASBY, SR., Grantor, of Baltimore County, in the State of Maryland, party of the first part, and BEVERLY A. OTT, Grantee, party of the second part.

WITNESSETH, that in consideration of the sum of No Dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, the said RAY VASBY, SR., Grantor, party of the first part, does grant and convey unto the said BEVERLY A. OTT, Grantee, party of the second part, her personal representatives, heirs and assigns, subject however, to a life estate with powers hereinafter expressly reserved by the party of the first part, in fee simple, all that lot of ground, situate, lying and being in Baltimore County, State of Maryland, aforesaid, and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lots Nos. One Hundred Forty Six (146) and One Hundred Forty Seven (147) as shown on the Plat of New Pittsburgh, which plat is duly recorded among the Land Records of Baltimore County in Plat Book Liber W.P.C. No. 3, Folio 72. The improvements thereon being known as Nos. 1944 and 1946 Maxwell Avenue.

BEING the same lot of ground which by deed dated July 13, 1961, and recorded among the Land Records of Baltimore County in Liber 3890, Folio 502 was granted and conveyed by Bronislaus J. Zabkowski and Helen T. Zabkowski unto Ray Vasby, Sr. and Betty Vasby, his wife. The said Betty Vasby having departed this life on or about September 21, 1991, thereby vesting title solely in the name of the Grantor herein.

Together with the buildings and improvements thereupon erected or being and all and every the rights, alleys, ways, waters, privileges

C RCD/F	11.00
CC INP	5.00
RCED	0
SP TAX	19.00

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State Department of
Assessments & Taxation
for Baltimore County
JR 226 92

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
SIGNATURE JR DATE 2-26-92

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, and appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said BEVERLY A. OTT, party of the second part, her personal representatives, heirs and assigns, in fee simple. Reserving, however, unto RAY VASBY, SR., Grantor, party of the first part, a Life Estate therein, for and during the term of his natural life, with the right to occupy said property and to collect, use and consume the income or profits therefrom [illegible] full and complete power to transfer, sell, convey, mortgage, lease or [illegible] manner dispose of or encumber said property or any part thereof [illegible] by Last Will and Testament) and to apply the proceeds of any such sale, mortgage, lease or other disposal to his own use, the purchaser or purchasers, lessee or lessees, mortgagee or mortgagees, grantee or grantees hereby relieved from seeing to the application of the purchase or mortgage money, it being the intention that the powers aforesaid when exercised, shall operate not only upon the Life Estate hereby granted to RAY VASBY, SR., but also upon the remainder in said property to the end and intend that the grantee or grantees, mortgagee or mortgagees, lessee or lessees, under the instruments executed in the exercise of the powers herein granted unto the said RAY VASBY, SR., shall obtain the whole and entire fee simple estate, both life and remainder, in and to the property so conveyed, mortgaged or leased to him in exercise of the powers herein contained free of all and any right, title and interest of the said party of the second part, her personal representatives, heirs and assigns or any person whatsoever, the same as if this Deed had never been executed.

And the said party of the first part hereby covenants that he has not

THIS DEED, Made this 13th day of July, 1961 by and between BRONISLAUS J. ZABKOWSKI and HELEN G. ZABKOWSKI, his wife, of Baltimore County, State of Maryland, parties of the first part, and RAY VASBY, SR. and BETTY VASBY, his wife, of the City of Baltimore, State aforesaid, parties of the second part.

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, the said parties of the first part do grant and convey unto the said parties of the second part, as tenants by the entireties, their heirs and assigns, in fee simple, all those lots of ground situate in the County of Baltimore, State aforesaid, and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lots Nos. One Hundred Forty Six (146) and One Hundred Forty Seven (147) as shown on the plat of New Pittsburg, which plat is duly recorded among the Land Records of Baltimore County in Plat Book Liber W.P.C. No. 3, Folio 72. The improvements thereon being known as Nos. 1944 and 1946 Maxwell Avenue.

BEING the same lots of ground which by deed dated evenly herewith and recorded among the Land Records of Baltimore County immediately prior hereto was conveyed by Gerald E. Topper, Trustee, to the above named Grantors.

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 lots of ground and premises unto and to the use of the said parties of the second part, as tenants by the entireties, their heirs and assigns, in fee simple, subject however to the covenants, conditions and restrictions set forth in a deed from Edward H. Bouton and wife to Otto G. Steinmetz dated November 26, 1923 and recorded among the

aforesaid Land Records in Liber W.P.C. No. 584, folio 279.

AND 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 hands and seals of the Grantors.

TEST:

Eileen P. Beirne

Eileen P. Beirne

Bronislaus J. Zabkowski (SEAL)
Bronislaus J. Zabkowski

Helen G. Zabkowski (SEAL)
Helen G. Zabkowski

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY That on this 13th day of July, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared BRONISLAUS J. ZABKOWSKI and HELEN G. ZABKOWSKI, his wife, the above named Grantors, and they acknowledged the aforegoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

Eileen P. Beirne, Notary Public

PHH — Baltimore County, Md. — Office Affairs

9-11-61 2987 • 16263 PPG+ 60.00
9-11-61 2987 • 16263 PPG+ 60.00

Filed for record SEP 11 1961 at 3:06 P.M.
Joseph J. Kasmerson, Clerk
O'Brecht + Baumann
Receipt No. 19142 $5.50

THIS DEED, Made this 13th day of July, 1961, by and between GERALD E. TOPPER, Trustee as hereinafter set forth, party of the first part, and BRONISLAUS J. ZABKOWSKI and HELEN G. ZABKOWSKI, his wife, of Baltimore County, State of Maryland, parties of the second part.

WHEREAS, in the matter of the estate of Otto G. Steinmetz, deceased, filed in the Circuit Court for Baltimore County (Equity Docket No. 70, Folio 358), the said Gerald E. Topper was appointed Trustee to convey the hereinafter described property unto the said parties hereto of the second part, all of which will more fully appear in said proceedings; and

WHEREAS, by order of said court dated May 12, 1961 the said Gerald E. Topper, Trustee, was authorized and directed to convey the hereinafter described lots of ground unto the parties hereto of the second part upon payment of the sum of Six Thousand ($6,000.00) Dollars; and

WHEREAS, the parties hereto of the second part have fully paid said sum unto the said Trustee in accordance with said order, wherefore these presents are executed.

NOW, THEREFORE, THIS DEED WITNESSETH that for and in consideration of the sum of Six Thousand ($6,000.00) Dollars, receipt of which is hereby acknowledged, the said party hereto of the first part in pursuance of the power and authority vested in him by the above referred to order does hereby grant and convey unto the parties hereto of the second part, as tenants by the entireties, their heirs and assigns, in fee simple all those lots of ground situate in the County of Baltimore, State aforesaid, and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lots Nos. One Hundred Forty Six (146) and One Hundred Forty Seven (147) as shown on the plat of New Pittsburg, which plat is duly recorded among the Land Records of Baltimore County in Plat Book Liber W.P.C. No. 3, Folio 72. The

Paid - Baltimore County, Maryland - Office of Finance
Date 7-11-61 Invoice No. 16267 Transaction No. 2988 Amount $6.00
Authorized Signature

improvements thereon being known as Nos. 1944 and 1946 Maxwell Avenue.

BEING part of all those lots of ground which by Deed dated November 26, 1923 and recorded among the aforesaid Land Records in Liber W.P.C. No. 584, folio 279, was conveyed by Edward H. Bouton and wife to the said Otto G. Steinmetz, the said Otto G. Steinmetz having since departed this life intestate on September 29, 1958, all of which will more fully appear among the records of the Orphans' Court of Baltimore County.

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 lots of ground and premises unto and to the use of the said parties of the second part, as tenants by the entireties, their heirs and assigns, in fee simple, subject however to the covenants and conditions and restrictions set forth in the hereinabove referred to deed from Edward H. Bouton and wife to the said Otto G. Steinmetz.

AND the said party of the first part hereby covenants that he has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that he will warrant specially the property hereby granted; and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said Grantor.

TEST: Eileen P. Beirne — Gerald E. Topper (SEAL)
Gerald E. Topper, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 13th day of July, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared GERALD E. TOPPER, Trustee, Grantor herein, and he acknowledged the foregoing Deed to be his act.

WITNESS my hand and Notarial Seal.

Eileen P. Beirne, Notary Public

Filed for record SEP 11 1961 at 3:45 P.M.
Walter J. Rasmussen, Clerk
Obrecht & Baumann
Receipt No. 191420 $5.50

NOTARY PUBLIC

PLEASE PRINT CLEARLY

CASE NAME MAXWELL AVE-ANGEL LAND
CASE NUMBER 06-439-A
DATE 4-21-06

PETITIONER'S SIGN-IN SHEET

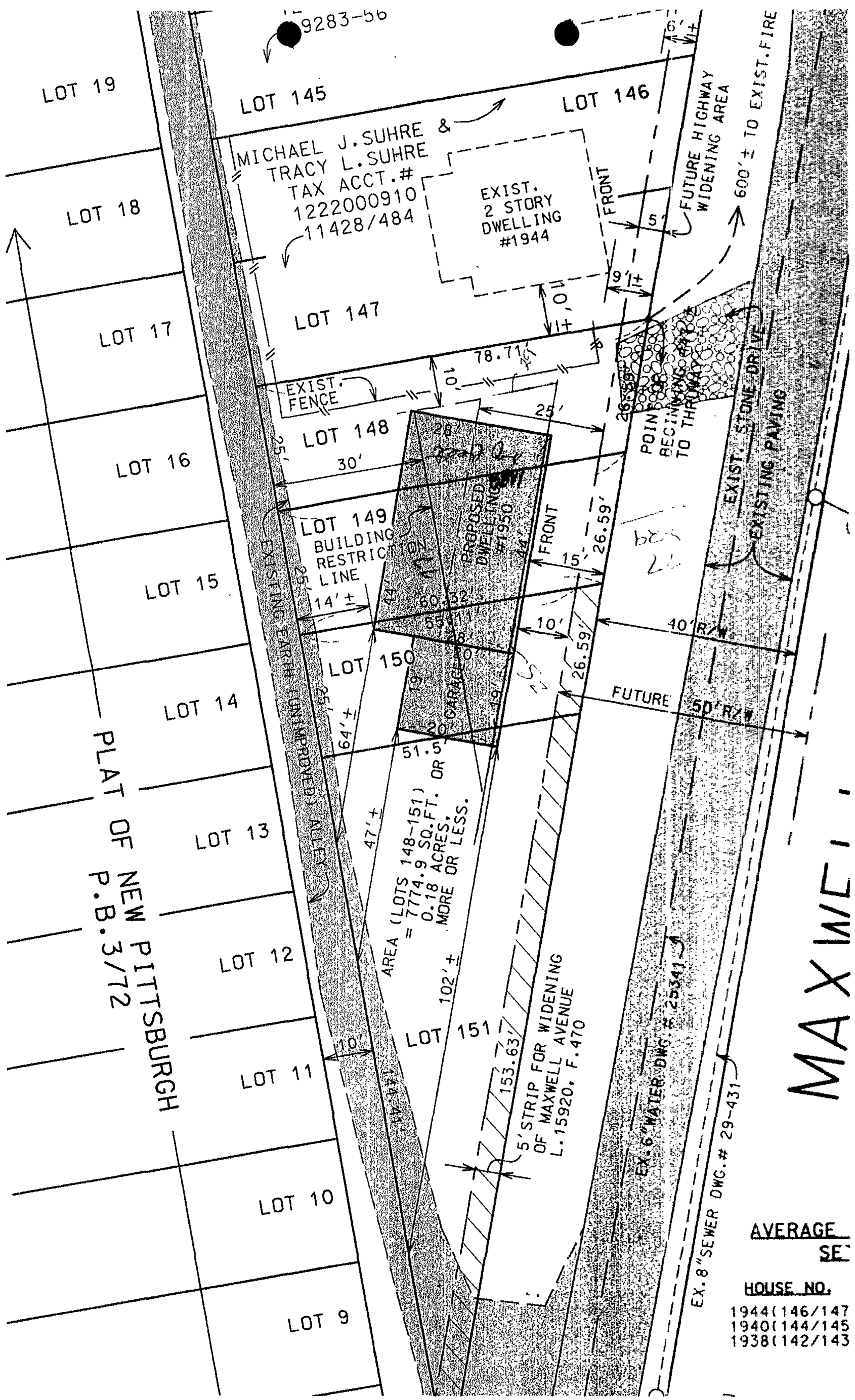
NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL
Bill Nieberlein Angell Land LLC	3628 Bay Drive	Balt Md 21220	None -
DONALD E. HICKS	200 E. JOPPA RD	TOWSON, MD 21286	
Deborah Dopkin	409 Washington Ave	Towson MD 21204	ddopkin@dopkinkw.com
JAMES T CHAVIS	1613 DUNDALK AVE	BALTO MD 21222	—
↑ title holder			

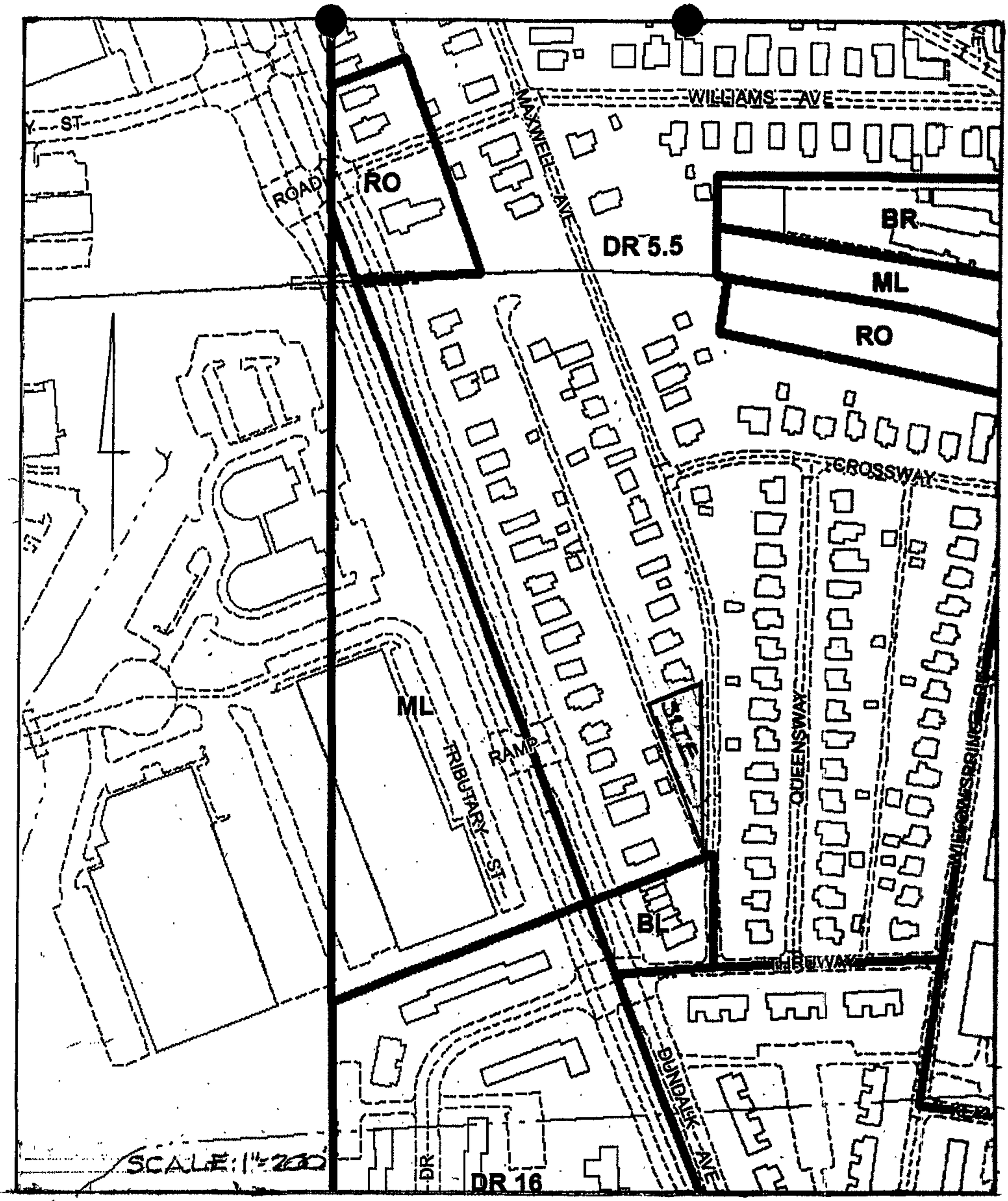
PLEASE PRINT CLEARLY

CASE NAME
CASE NUMBER 06-439-A
DATE 4/21/06

CITIZEN'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL
Michael Sutre	1944 Maxwell AVE	Baltimore MD 21222	


9283-56
LOT 19
LOT 145
LOT 146
MICHAEL J. SUHRE &
TRACY L. SUHRE
TAX ACCT. #
1222000910
11428/484
EXIST.
2 STORY
DWELLING
#1944
FRONT
FUTURE HIGHWAY
WIDENING AREA
600'± TO EXIST. FIRE
LOT 18
LOT 17
LOT 147
78.71'
EXIST.
FENCE
LOT 148
LOT 16
30'
25'
POINT
BEGINNING
TO THRU WAY
EXIST. STONE DRIVE
EXISTING PAVING
LOT 149
BUILDING
RESTRICTION
LINE
PROPOSED
DWELLING
#1950
FRONT
15'
26.59'
LOT 15
14'±
60.32'
55.11'
10'
40' R/W
LOT 150
GARAGE
FUTURE
50' R/W
LOT 14
64'±
51.5'
EXIST. EARTH (UNIMPROVED) ALLEY
PLAT OF
NEW PITTSBURGH
P.B. 3/72
LOT 13
47'±
AREA (LOTS 148-151)
= 7774.9 SQ. FT. OR
0.18 ACRES.
MORE OR LESS.
LOT 12
102'±
LOT 151
153.63'
5' STRIP FOR WIDENING
OF MAXWELL AVENUE
L. 15920, F. 470
EX. 6" WATER DWG. # 2541
EX. 8" SEWER DWG. # 29-431
LOT 11
10'
LOT 10
LOT 9
MAXWE
AVERAGE
SE
HOUSE NO.
1944(146/147
1940(144/145
1938(142/143



Baltimore County
Office of Planning and Zoning
Official Zoning Map

	103B1	103C1	104A1	104B1
	103B2	103C2	104A2	104B2
06-439-A	103B3	103C3	104A3	104B3

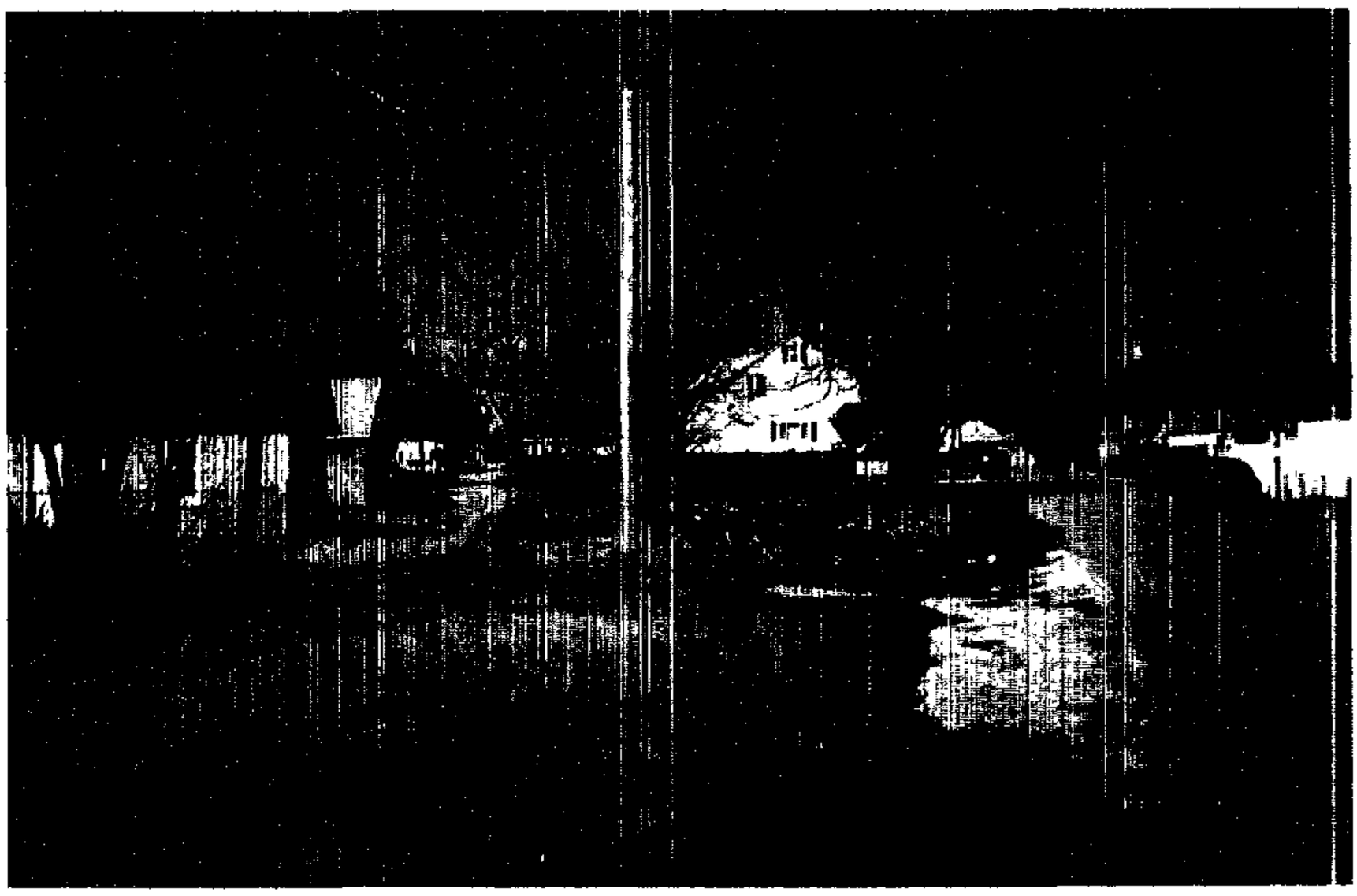
BALTIMORE COUNTY
MARYLAND

Zoning Commissioner
Office of Planning
401 Bosley Avenue, Suite 405
County Courts Building
Towson, Maryland, 21204

Return Service Requested

#06-439-A
Photographs
4A-4L

1



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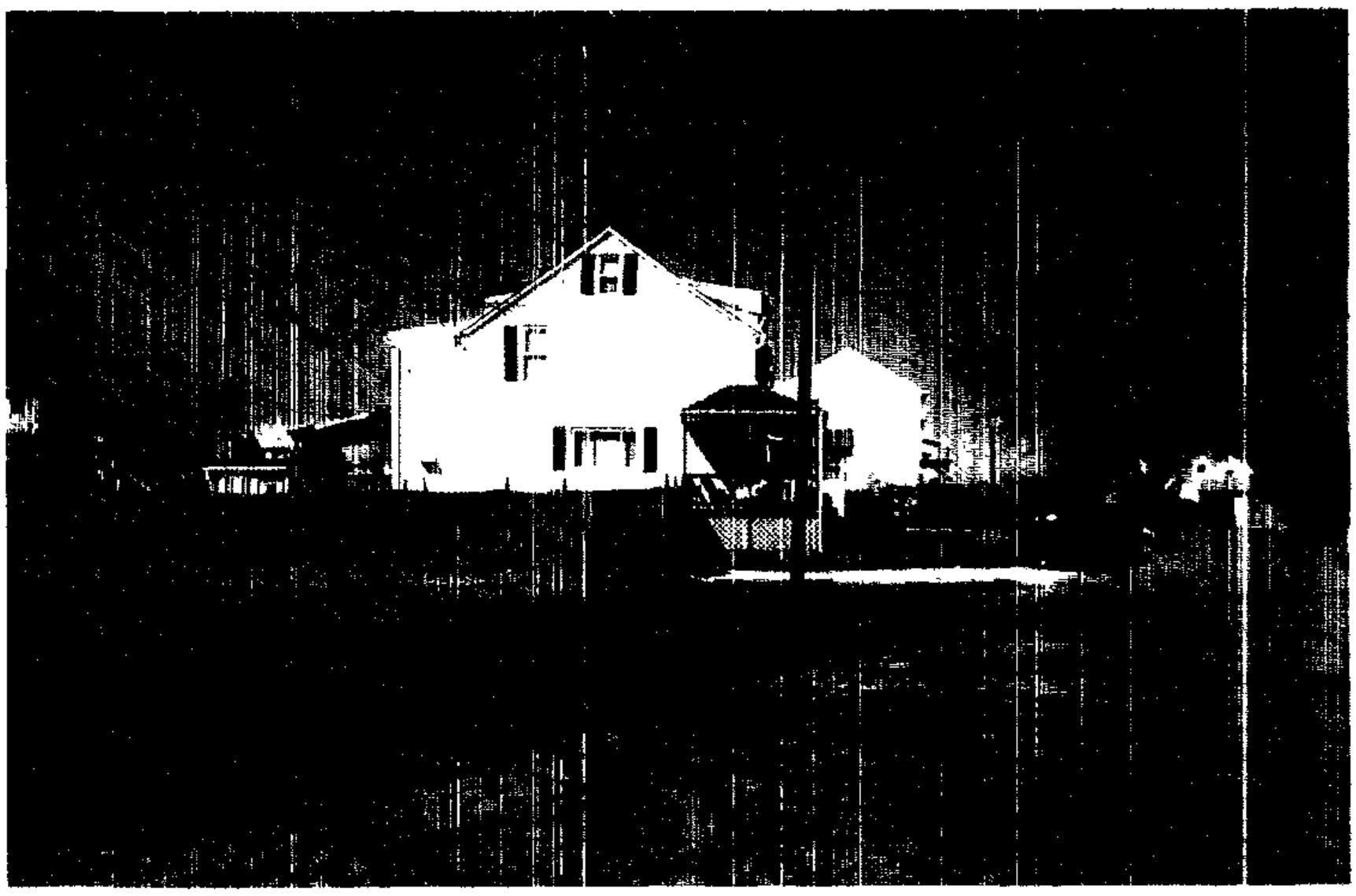

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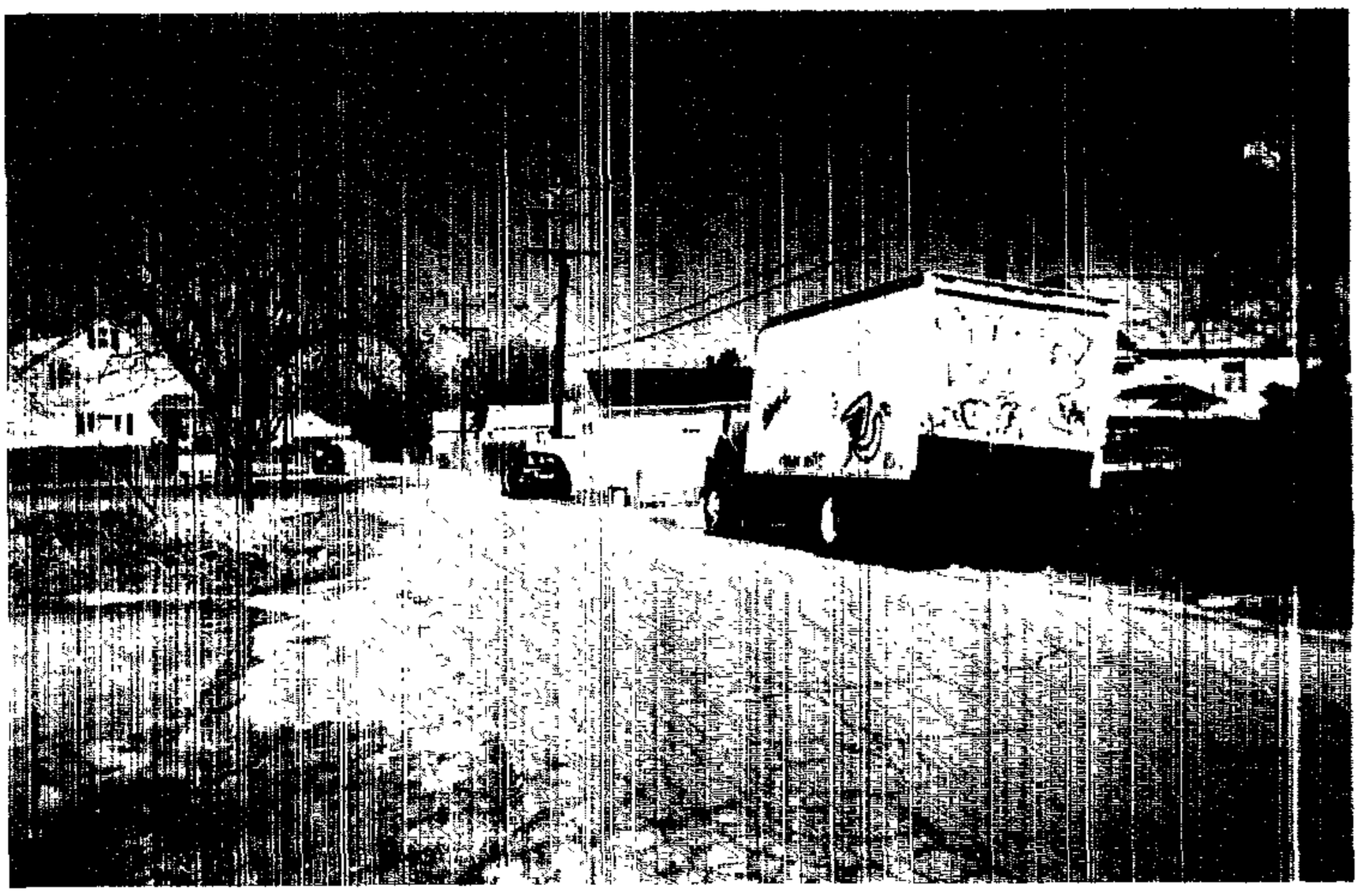

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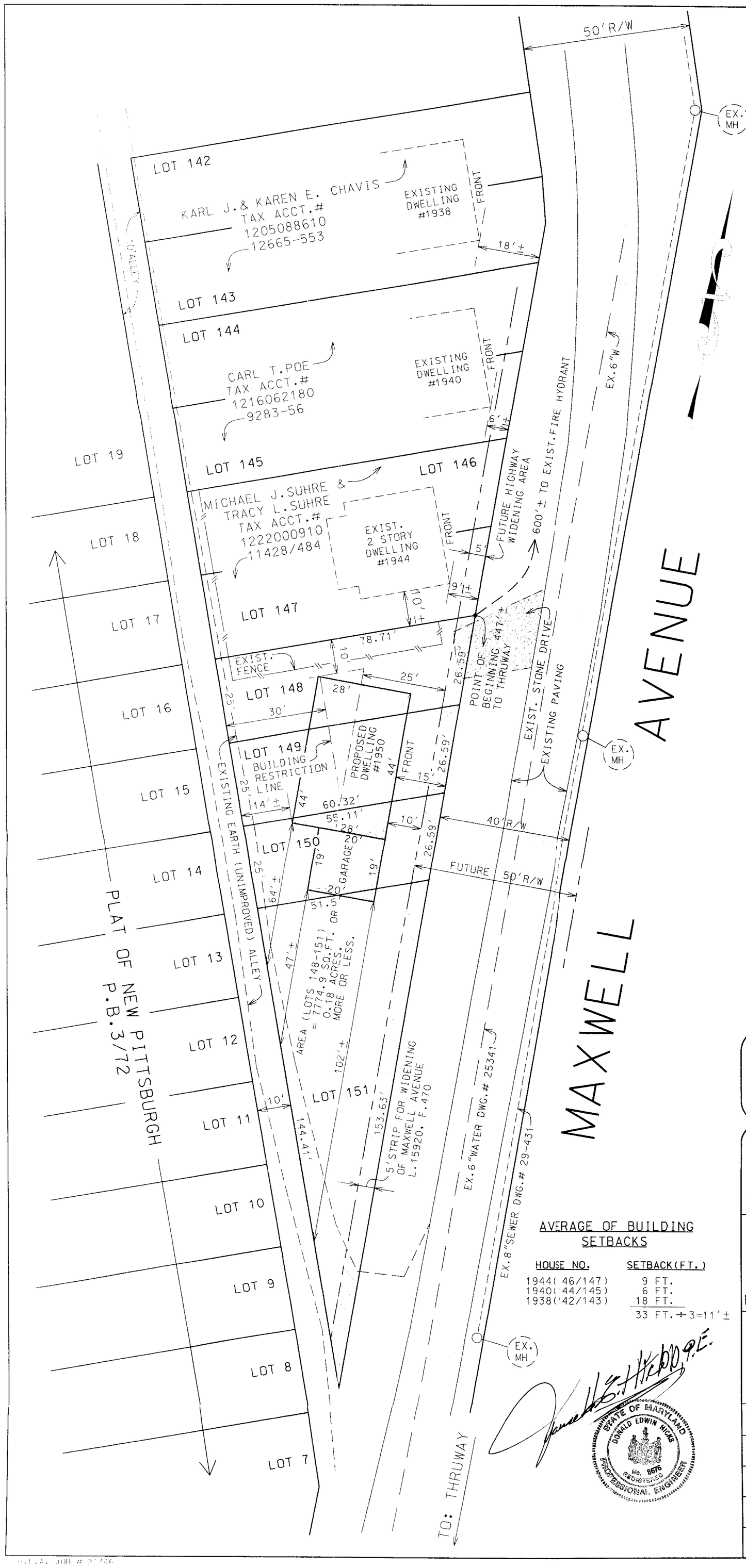


COPYRIGHT ADC THE MAP PEOPLE
PERMITTED USE NO. 20797515

VICINITY MAP
SCALE: 1" = 2,000'

SITE DATA

SITE AREA:	8634.9SF/0.20AC.±
DEED REFERENCE:	L.20409, F.96
TAX ACCT.NO.:	2400011905
EX.ZONING:	DR 5.5
ZONING MAP:	103B2 (1"= 200')
COUNCILMANIC DISTRICT:	7TH
ELECTION DISTRICT:	12TH
MAXIMUM DWLG. HEIGHT:	50 FEET

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 DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN.
5. THE ADJACENT ROADS ARE NOT COLLECTOR ROADS NOR DO THEY LEAD TO A COLLECTOR ROAD.
6. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN THE CHESAPEAKE BAY CRITICAL AREA.

VARIANCE REQUEST

1. SECTION 1B02.3.C.1 AND SECTION 303.1- TO PERMIT A FRONT AVERAGED SETBACK OF AS LITTLE AS 10 FEET IN LIEU OF THE REQUIRED FRONT AVERAGED SETBACK OF 11 FEET.
2. SECTION 1B02.3.C.1- TO PERMIT A REAR SETBACK OF 14 FEET IN LIEU OF THE REQUIRED 30 FEET.

AVERAGE OF BUILDING SETBACKS

HOUSE NO.	SETBACK(FT.)
1944('46/147)	9 FT.
1940('44/145)	6 FT.
1938('42/143)	18 FT.
	33 FT.÷3=11'±

STATE OF MARYLAND
DONALD EDWIN HICKS
No. 8676
REGISTERED
PROFESSIONAL ENGINEER

OWNER:
JAMES T.CHAVIS
1613 DUNDALK AVENUE
BALTIMORE, MD 21222-1034

Hicks Engineering Associates, Inc.
ENGINEERS, SURVEYORS & PLANNERS
200 EAST JOPPA ROAD - SUITE 402
TOWSON, MARYLAND 21286-3160
(410) 494-0001 FAX: (410)821-8890

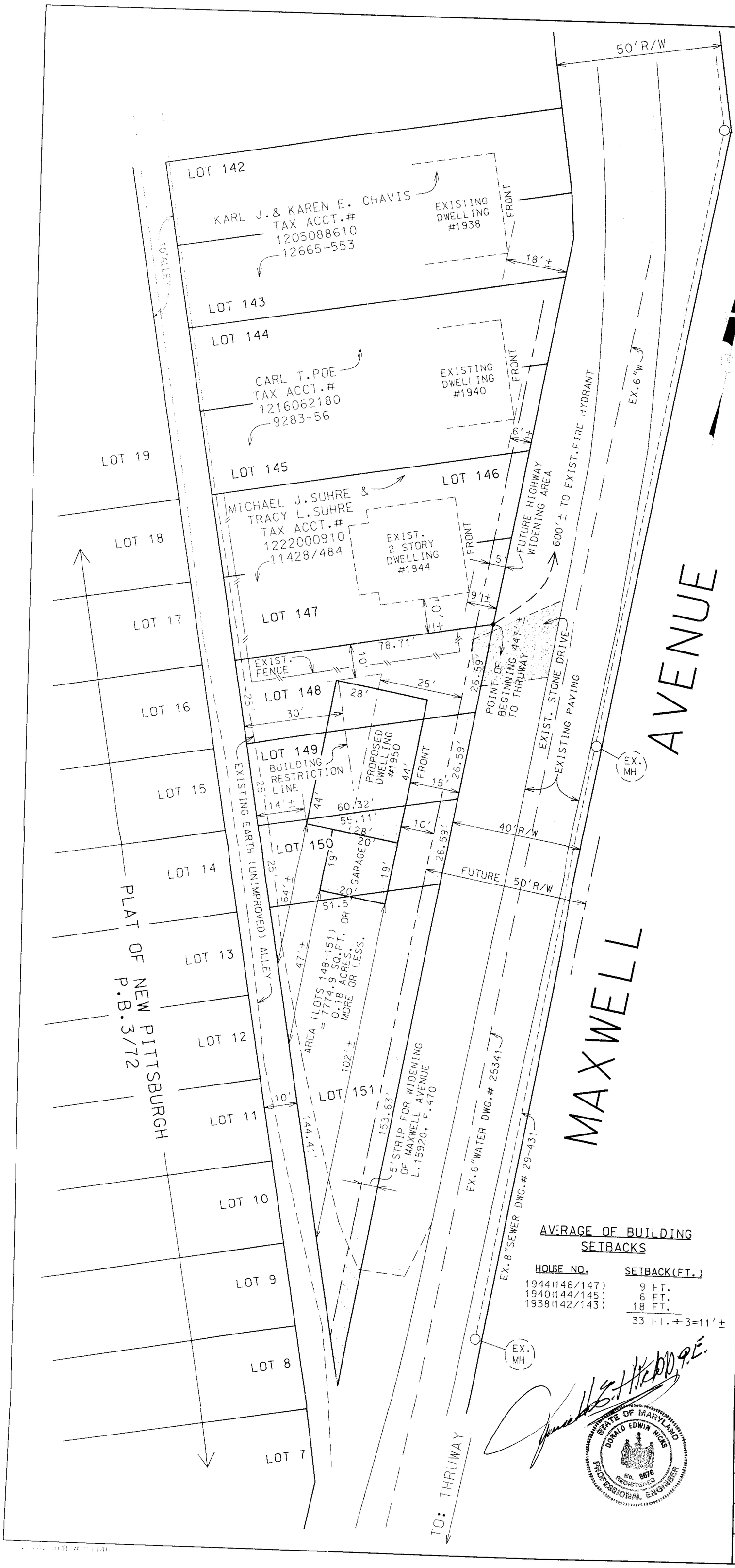
PROJECT TITLE:
CHAVIS PROPERTY
NO. 1950 MAXWELL AVENUE
TAX MAP 103•GRID 9•PARCEL 462
NEW PITTSBURG SUBDIVISION
PLAT BOOK 3,FOLIO 72,LOTS 148,149,150 & 151

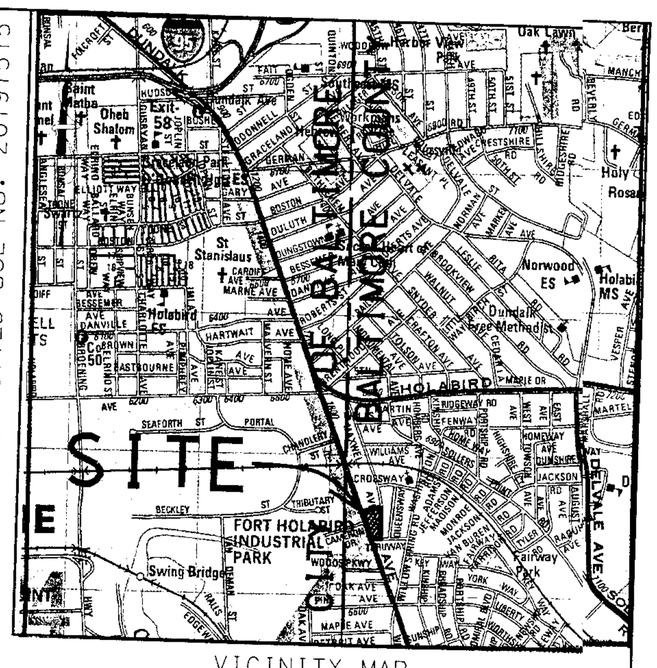
DRAWING TITLE:
PLAT TO ACCOMPANY
PETITION FOR
ZONING VARIANCE

JOB NO.: 21746	DRAWING NO.: ZONING PLAT
DRAWN BY: JK/LB	
CHECKED BY: D.E.H.	
DATE: FEBRUARY 15,2006	
SCALE: 1"- 20'	SHEETS PER SET: 1 OF 1

H.E.A. JOB # 21746

06-439-A





COPYRIGHT ADC THE MAP PEOPLE
PERMITTED USE NO. 2079515

VICINITY MAP
SCALE: 1" = 2,000'

SITE DATA

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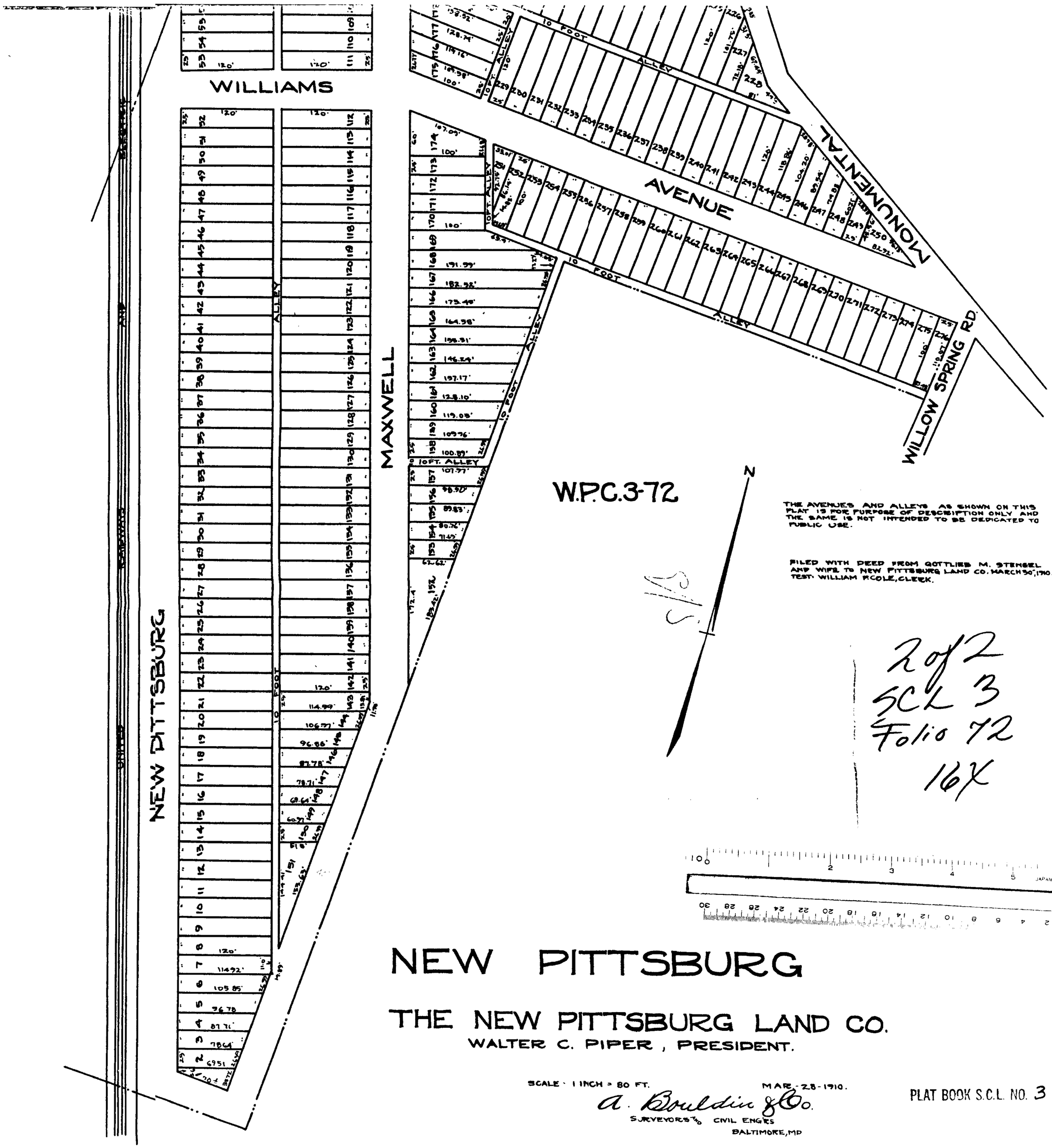
PROJECT TITLE:
CHAVIS PROPERTY
NO. 1950 MAXWELL AVENUE
TAX MAP 103•GRID 9•PARCEL 462
NEW PITTSBURG SUBDIVISION
PLAT BOOK 3,FOLIO 72,LOTS 148,149,150 & 151

DRAWING TITLE:
PLAT TO ACCOMPANY
PETITION FOR
ZONING VARIANCE

JOB NO.: 21746	DRAWING NO.: ZONING PLAT Pat #1
DRAWN BY: JK/LB	
CHECKED BY: D.E.H.	
DATE: FEBRUARY 15,2006	
SCALE: 1"- 20'	SHEETS PER SET: 1OF 1

06-439-A


WILLIAMS
MAXWELL
NEW PITTSBURG
AVENUE
MONUMENTAL
WILLOW SPRING RD.
10 FOOT ALLEY
10 FT. ALLEY
W.P.C.3-72
N
THE AVENUES AND ALLEYS AS SHOWN ON THIS PLAT IS FOR PURPOSE OF DESCRIPTION ONLY AND THE SAME IS NOT INTENDED TO BE DEDICATED TO PUBLIC USE.
FILED WITH DEED FROM GOTTLIEB M. STENGEL AND WIFE TO NEW PITTSBURG LAND CO. MARCH 30, 1910. TEST: WILLIAM F. COLE, CLERK.
2 of 2
SCL 3
Folio 72
16X
NEW PITTSBURG
THE NEW PITTSBURG LAND CO.
WALTER C. PIPER, PRESIDENT.
SCALE - 1 INCH = 80 FT.
MAR. 28-1910.
A. Boulden & Co.
SURVEYORS & CIVIL ENG'RS
BALTIMORE, MD
PLAT BOOK S.C.L. NO. 3
FOLIO 72