IN RE: **PETITION FOR ADMINISTRATIVE SPECIAL HEARING**	*	BEFORE THE
E side of Belair Road, 900 feet S of New Cut Road	*	ZONING COMMISSIONER
(12431 Belair Road)	*	FOR
11th Election District		
3rd Council District	*	BALTIMORE COUNTY
Mary Lou Dietz	*	**Case No. 07-289-SPH**
Petitioner		

* * * * * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of a Petition for an Administrative Special Hearing filed by Mary Lou Dietz, as owner of the property, by and through her attorneys Michael H. Davis and Venable LLP. The Petitioner requests a special hearing seeking approval of a waiver, pursuant to Section 32-4-107(b) of the Baltimore County Code (B.C.C.) and of Sections 32-4-223(8) and 32-4-416(a)(2) thereof, to raze a structure placed on the Maryland Historical Trust Inventory of Historic Properties (BA No. 3079). The subject property and requested relief are more particularly described on the site plan which was accepted into evidence and marked as Petitioner's Exhibits 2(a) and 2(b).

The Petition was filed through the administrative special hearing process, pursuant to Section 32-3-303 of the Baltimore County Code. That Section allows an individual to seek variance/special hearing relief for an owner-occupied residential property without the need for a public hearing. Under the Code, the property in question is posted for a period of 15 days during which time any property owner residing within 1,000 feet of the property may demand a public hearing for a determination as to the merits of the request. Additionally, the Zoning Commissioner/Deputy Zoning Commissioner can schedule the matter for a public hearing if deemed appropriate. In this

ORDER RECEIVED FOR FILING
Date 3-28-07
By

case, a formal demand for hearing was made on January 16, 2007 by Ila Christenbury on behalf of the Greater Kingsville Civic Association. Thus, the matter was scheduled for a public hearing before the undersigned Zoning Commissioner on March 6, 2007.

Appearing at the requisite public hearing in support of the request were Mary Lou Dietz, property owner; Arnold Jablon, Esquire, an attorney and expert in the development process in Baltimore County; and Michael H. Davis, Esquire, attorney for the Petitioner. Appearing in opposition to the petition was Robin Beers, representing the Kingsville Civic Association. Mike Pierce attended as an interested person. Subsequent to the hearing, a letter dated March 6, 2007, was received from Michael A. Trush, President of the Greater Kingsville Civic Association, Inc., formally requesting that the subject historic building be preserved as opposed to being razed (Protestant's Exhibit 2). Similar requests were also received from Judith Beard and Angelo P. Lascola who were unable to attend.

As more particularly shown on Petitioner's Exhibits 2(a) and 2(b), the dwelling on the site identified as 12431 Belair Road is located in the Kingsville area of the County. The property consists of 4.251 acres zoned R.C.5 and is improved with a dwelling listed in the Maryland Historical Trust (MHT) Inventory. Petitioner seeks permission to raze the dwelling. There were no adverse Zoning Advisory Committee (ZAC) comments submitted by any of the County reviewing agencies in this regard.

Mary Lou Dietz testified that she inherited the property from her uncle. A minor subdivision was approved by the County on the subject property in April 1995 subdividing the property into three lots. The minor subdivision at that time showed the "Existing Dwelling to be razed". *See* Petitioner's Exhibit 2(a). The minor subdivision plan also stated that "there are no historical areas . . . on this site." *See* Note 10 of the

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By

general notes, Petitioner's Exhibit 2(b). Mrs. Dietz testified that she sold the back two lots on the eastern portion of the site at a discount and retained the front lot with the existing dwelling. She intended to sell that lot to help fund her retirement. Since the house was noted to be razed, Mrs. Dietz did not maintain the structure. The house did not have electricity or running water since 1991.

On October 10, 2005, Mrs. Dietz executed a contract to sell the remaining lot for $265,000. *See* Petitioner's Exhibit 1. When the buyer of the lot went to get the demolition permit for the farmhouse located at 12431 Belair Road, the County refused to issue a razing permit. The County informed the buyer and Mrs. Dietz that the existing dwelling had a MHT number. Ultimately, Mrs. Dietz lost the contract of sale for this property because the County would not issue a razing permit for the existing dwelling.

Upon further inquiry, Mrs. Dietz determined that the dwelling was given an MHT number in January 2003. She testified that she was never given notice nor told that her property was given a MHT designation.

The Anthony Dilworth Farmhouse was placed on the Preliminary Landmarks List by the Landmarks Preservation Commission on January 12, 2006. The County Council had a public hearing on the property on June 19, 2006. The County Council in Council Bill 94-06 elected not to place the subject dwelling on the Final Historical Landmarks List. *See* Petitioner's Exhibit 3.

Mrs. Dietz also testified as to the current condition of the dwelling. As noted above, she indicated the home has been without utilities since 1991 and that the interior of the property has substantial water and termite damaged. She stated that the floor is collapsing due to this damage. *See* Petitioner's Exhibit 4. Mrs. Dietz did nothing to maintain the existing structure. This is arguably reasonable behavior since the minor

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By DKB

subdivision approved by the County in 1995 indicated that the existing dwelling was to be razed, and Mrs. Dietz only recently learned to her chagrin that the project had been assigned an MHT number

Arnold Jablon was accepted as an expert on Baltimore County development law and his interaction with State and local landmark preservation law. Mr. Jablon testified as to the significance of the MHT inventory. He pointed to and presented the sworn testimony of Rodney Little, Director of the Maryland Historical Trust, given before the Zoning Commissioner in the Bonnie View Estates Case No. III-454. Mr. Little testified that the MHT inventory is merely an inventory. Inclusion in the inventory does not constitute a judgment as to whether a property is worthy of preservation. There is no required notification of the property owner for inclusion in the inventory, for the inventory itself confers no regulatory effort. *See* Petitioner's Exhibits 5 and 6. The Maryland Historical Trust, Maryland Inventory of Historical Properties Form clearly states that "the survey and inventory are being prepared for information and record purposes only and do not constitute any infringement of individual property rights".

Mr. Jablon testified that the subject property is not subject to a development plan. There is a request for a razing permit. Individual permits are explicitly exempted from the development process and no development plan is required. Mr. Jablon also testified that the subject project ceases to be on a Preliminary Landmarks list when, after the public hearing, the County Council fails to place it on the Final Landmarks list. *See* B.C.C. Section 32-7-303(d)(2)

I agree with Mr. Jablon on this point.[1] The County Council also made clear that this is the proper interpretation of County law when it recently passed Council Bill No.

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By

[1] *See* Case No. 07-156-SPH involving a similar situation regarding the Rachel Carson house (BA No. 3177)

21-07. The Bill clearly states, "that if the County Council does not approve a structure for addition to the Final Landmarks List, the Preliminary Landmarks List states that structure be revoked. This provision shall apply retroactively to any structure placed on the Preliminary Landmarks List prior to the effective date of this Act."

Mr. Jablon pointed out that the MHT Inventory is not mentioned in B.C.C. Title 7, of the Historical and Preservation section. Mr. Jablon testified that Subtitle 4, "Changes to Structure or Properties" makes clear that the subject house can be razed. Under B.C.C. Section 32-7-401, the subtitle only applies to a structure that is in a proposed or designated historic district, is on a Preliminary Landmarks List, or is on a Final Landmarks List or a combination of the above. Mr. Jablon testified that the subject house is neither in a historic district nor on the preliminary or Final Landmarks list. Therefore, the subject property is not protected and should be issued a demolition permit. *See* Section 32-7-403 of the B.C.C.

Robin Beers appeared representing the Greater Kingsville Civic Association, Inc. She submitted the Landmarks Preservation Commission Minutes of the January 12, 2006 meeting to support the Association's position that the subject property be preserved (Protestant's Exhibit 1) and later the official Association position from Michael Trush (Protestant's Exhibit 2).

In this case, I am bound to give credence to Mr. Jablon's testimony. The subject property is clearly not in a historic district or on the Preliminary and Final Landmarks List. As Mr. Jablon pointed out, the subject property is not subject to a development plan. There is a request for a razing permit. Mr. Jablon argued that Mrs. Dietz is entitled to it as a matter of law. *See* Sections 32-7-407 and 32-7-403 of the B.C.C. Therefore, the razing permit must be issued.

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Date 3-28-07
By

There is also in this case and upon these facts a further and more significant reason to grant the waiver. Mrs. Dietz received approval of a minor subdivision on this property in April 1995, almost twelve years ago. Those plans indicated that the subject house was not historic and was to be razed. For over ten years, Mrs. Dietz reasonably relied on this approval. She was never notified that the house was placed on the MHT inventory in January 2003. She did not maintain the house and according to her testimony and pictures, the house has serious structural damage. Why should she have maintained the house, it was after all to be razed. While appreciative of the civic association and its members desire to preserve the Dilworth-Dietz farmhome, I must find based on these uncontroverted facts and the practical difficulty that would befall Mrs. Dietz if she had to retain the house, that it would be unjust not to grant the waiver.

Pursuant to the advertisement, posting of the property and public hearing on this Petition held, and for the reasons set forth above, the requested waiver shall be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 28th day of March, 2007, that the Petition for Administrative Special Hearing seeking approval of a waiver, pursuant to Sections 32-4-107(a) and 32-4-107(b) of the Baltimore County Code (B.C.C.), and of the requirements of Sections 32-4-223(8) and 32-4-416(a)(2) thereof, to raze a structure (dwelling) placed on the Maryland Historical Trust Inventory of Historic Properties (BA #3079), in accordance with Petitioner's Exhibits 2a and 2b, be and is hereby GRANTED, subject to the following restrictions:

1. Petitioner may apply for her razing permit and be granted the same upon receipt of this Order; however, the Petitioner is hereby made aware that proceeding at this time is at her own risk until the 30-day appeal period from the date of this Order has expired. If an appeal is filed and this Order is reversed, the relief granted herein shall be rescinded.

ORDER RECEIVED FOR FILING
Date 3-28-07
By

2. When applying for a building permit, the site plan(s) filed must reference this case and set forth and address the restrictions of this Order.

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

WILLIAM J. WISEMAN, III
Zoning Commissioner
for Baltimore County

ORDER RECEIVED FOR FILING
Date 3-28-07
By DZJ

BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

March 28, 2007

WILLIAM J. WISEMAN III
Zoning Commissioner

Michael H. Davis, Esquire
Venable, LLP
210 Alleghany Avenue
Towson, Maryland 21204

RE: **PETITION FOR ADMINISTRATIVE SPECIAL HEARING**
E side of Belair Road, 900 feet S of New Cut Road
(12431 Belair Road)
11th Election District - 3rd Council District
Mary Lou Dietz -Petitioner
Case No. 07-289-SPH

Dear Mr. Davis:

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

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

Very truly yours,

WILLIAM J. WISEMAN, III
Zoning Commissioner
for Baltimore County

WJW:dlw

c: Arnold Jablon, Esquire, Venable, Baetjer & Howard, LLP,
210 Allegheny Avenue, Towson, MD 21204
Mrs. Mary Lou Dietz, 4720 Water Park Drive, Unit R, Belcamp, Md. 21017
Ms. Robin Beers, 12442 Jerusalem Road, Kingsville, Md. 21087
Mr. Mike Pierce, 7448 Bradshaw Road, Kingsville, Md. 21087
Ms. Judith Beard, 11904 Jericho Road, Upper Falls, Md. 21156
Mr. Angelo P. Lascola, 6 Longknoll Way, Kingsville, Md. 21087
Mr. Michael A. Trush, President, Greater Kingsville Civic Association, Inc.,
P.O. Box 221, Kingsville, Md. 21087
Ila Christenbury, 12009 Cedar Lane, Kingsville, Md. 21087
Mrs. Caren B. Hoffberger, Division Chief, Landmarks Preservation Commission
People's Counsel; Case File

Petition for Administrative Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 12431 Belair Rd

which is presently zoned RC 5

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing to approve a waiver pursuant to Sections 32-4-107, BCC of Sections 32-4-223.(8) and Section 32-4-416(a)(2) to

Raze the structure known as 12431 Belair RD which is on the Maryland Historic Inventory Trust List # BA3079

of the zoning regulations of Baltimore County, to the zoning law of Baltimore County.

Property is to be posted and advertised as prescribed by the zoning regulations.
I, or we, agree to pay expenses of above Special Hearing, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser/Lessee:

Name - Type or Print

Signature

Address Telephone No.

City State Zip Code

Legal Owner(s):

Mary Lou Dietz
Name - Type or Print

Signature

Name - Type or Print

Signature

907 Rosemont Dr
Address Telephone No.

Joppa MD 21085
City State Zip Code

Attorney For Petitioner:

Michael H. Davis
Name - Type or Print

Signature

Venable LLP
Company

210 Allegheny Avenue (410) 494-6200
Address Telephone No.

Towson, MD 21204
City State Zip Code

Representative to be Contacted:

Michael H. Davis
Name

210 Allegheny Avenue (410) 494-6200
Address Telephone No.

Towson MD 21204
City State Zip Code

A Public Hearing having been formally demanded and/or found to be required, it is ordered by the Zoning Commissioner of Baltimore County, this _____ day of _____, _____ that the subject matter of this petition be set for a public hearing, advertised, as required by the zoning regulations of Baltimore County and that the property be reposted.

Zoning Commissioner of Baltimore County

Case No. 07-289-SPH

Reviewed By JF **Date** 12-22-06

REV 6/17/05 **ORDER RECEIVED FOR FILING**
Date 3-28-07
By Ofr

Estimated Posting Date 12-31-06

Affidavit in Support of Administrative Special Hearing

The undersigned hereby affirms under the penalties of perjury to the Zoning Commissioner of Baltimore County, as follows: That the information herein given is within the personal knowledge of the Affiant(s) and that Affiant(s) is/are competent to testify thereto in the event that a public hearing is scheduled in the future with regard thereto.

That the Affiant(s) does/do presently reside at 907 Rosemont Drive
Address

Joppa, MD 21085
City State Zip Code

That the Affiant(s) acknowledge(s) that if a formal demand is filed, Affiant(s) will be required to pay a reposting and advertising fee and may be required to provide additional information.

Signature

Signature

Mary Lou Dietz
Name - Type or Print

Name - Type or Print

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

I HEREBY CERTIFY, this 1st day of December, 2006, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

Mary Lou Dietz

the Affiant(s) herein, personally known or satisfactorily identified to me as such Affiant(s), and made oath in due form of law that the matters and facts hereinabove set forth are true and correct to the best of his/her/their knowledge and belief.

AS WITNESS my hand and Notarial Seal

December 1, 2006
Date

Notary Public

My Commission Expires 8/1/2010

REV 6/17/05

Affidavit in Support of Administrative Special Hearing

The undersigned hereby affirms under the penalties of perjury to the Zoning Commissioner of Baltimore County, as follows: That the information herein given is within the personal knowledge of the Affiant(s) and that Affiant(s) is/are competent to testify thereto in the event that a public hearing is scheduled in the future with regard thereto.

That the Affiant(s) does/do presently reside at 907 Rosemont Drive
Address

Joppa, MD 21085
City State Zip Code

That the Affiant(s) acknowledge(s) that if a formal demand is filed, Affiant(s) will be required to pay a reposting and advertising fee and may be required to provide additional information.

Signature

Signature

Mary Lou Dietz
Name - Type or Print

Name - Type or Print

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

I HEREBY CERTIFY, this 1st day of December, 2006, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

Mary Lou Dietz

the Affiant(s) herein, personally known or satisfactorily identified to me as such Affiant(s), and made oath in due form of law that the matters and facts hereinabove set forth are true and correct to the best of his/her/their knowledge and belief.

AS WITNESS my hand and Notarial Seal

December 1, 2006
Date

Notary Public

My Commission Expires 8/1/2010

REV 6/17/05

Petition for Administrative Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 12431 Belair Rd

which is presently zoned RC 5

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing to approve a waiver pursuant to Sections 32-4-107, BCC of Sections 32-4-223.(8) and Section 32-4-416(a)(2) to

Raze the structure known as 12431 Belair RD which is on the Maryland Historic Inventory Trust List # BA3079

of the zoning regulations of Baltimore County, to the zoning law of Baltimore County.

Property is to be posted and advertised as prescribed by the zoning regulations.
I, or we, agree to pay expenses of above Special Hearing, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser/Lessee:

Name - Type or Print

Signature

Address — Telephone No.

City — State — Zip Code

Legal Owner(s):

Mary Lou Dietz
Name - Type or Print

Mary Lou Dietz
Signature

Name - Type or Print

Signature

907 Rosemont Dr
Address — Telephone No.

Joppa MD 21085
City — State — Zip Code

Attorney For Petitioner:

Michael H. Davis
Name - Type or Print

Signature

Venable LLP
Company

210 Allegheny Avenue (410) 494-6200
Address — Telephone No.

Towson MD 21204
City — State — Zip Code

Representative to be Contacted:

Michael.H. Davis
Name

210 Allegheny Avenue (410) 494-6200
Address — Telephone No.

Towson, MD 21204
City — State — Zip Code

A Public Hearing having been formally demanded and/or found to be required; it is ordered by the Zoning Commissioner of Baltimore County, this _____ day of _____, _____ that the subject matter of this petition be set for a public hearing, advertised, as required by the zoning regulations of Baltimore County and that the property be reposted.

Zoning Commissioner of Baltimore County

Case No. 07-289-SPH

Reviewed By JF **Date** 12-22-05

Estimated Posting Date 12-31-05

ORDER RECEIVED FOR FILING
Date 3-28-07
By DSW

REV 6/17/05

12431 Belair Rd

Description: Being that parcel of land described on tax map 55, parcel 447, tax account 22-00-203519, located on the East side of Belair Rd approximately 900 feet South of New Cut Rd. Also known as 12431 Belair Rd.

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

No. 23062

DATE 12-18-06 / 17

ACCOUNT 001-006-6150

AMOUNT $ 65.00

RECEIVED FROM: MARY LOU DIETZ
12431 BELAIR RD.

FOR: PETITION FOR ADMIN. SPH

ITEM #

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

PAID RECEIPT

BUSINESS		TIME	DRW
12/20/2006		5:41:07	9

REG W903 WALKIN
RECEIPT # 3/20/06 12/20/2006 OFLN
Dept 5 508 ZONING VERIFICATION
CR NO. 023062
Recpt Tot 65.00
$65.00 CK 1.00 CA
Baltimore County, Maryland

CASHIER'S VALIDATION

FORMAL DEMAND FOR HEARING

CASE NUMBER: 07-289-SPH

Address: 12431 Belair

Petitioner(s): Mary Lou Dietz

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

I/We Ila Christenbury for Greater Kingsville Civic Association
Name - Type or Print

( ) Legal Owner OR (✓) Resident of

12009 Cedar Lane
Address

Kingsville MD 21087
City State Zip Code

410-592-2111
Telephone Number

which is located approximately 1,000 *feet from the property, which is the subject of the above petition,* ***do hereby formally demand that a public hearing be set in this matter.***
ATTACHED IS THE REQUIRED PROCESSING FEE FOR THIS DEMAND.

Ila W. Christenbury 1/16/07
Signature Date

Signature Date

Revised 9/18/98 - wcr/scj

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: # 07-269-SPH
12431 Belair Road
East side of Belair Road at a distance of 900 feet south of New Cut Road
11th Election District
3rd Councilmanic District
Legal Owner(s): Mary Lou Dietz

Special Hearing: for a waiver to raze the structure known as 12431 Belair Road which on the Maryland Historic Inventory Trust List #BA3079.

Hearing: Tuesday, March 6, 2007 at 11:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue, Towson 21204

WILLIAM J. WISEMAN, III
Zoning Commissioner for Baltimore County

NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Contact the Zoning Commissioner's Office at (410) 887-3868.

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

JT 2/691 Feb. 20 125435

CERTIFICATE OF PUBLICATION

2/22/, 2007

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 2/20/, 2007.

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

S. Wilkinson

LEGAL ADVERTISING

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: # 07-289-SPH
12431 Belair Road
East side of Belair Road at a distance of 900 feet south of New Cut Road
11th Election District
3rd Councilmanic District
Legal Owner(s): Mary Lou Dietz
Special Hearing: for a waiver to raze the structure known as 12431 Belair Road which on the Maryland Historic Inventory Trust List #BA3079.
Hearing: Tuesday, February 13, 2007 at 2:00 p.m. in Room 106, County Office Building, 111 West Chesapeake 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) 887-3868.
(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.
JT 1/797 Jan. 30 123188

CERTIFICATE OF PUBLICATION

2/1/, 2007

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 1/30/, 2007.

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

S. Wilkinson

LEGAL ADVERTISING

CERTIFICATE OF POSTING

RE: Case No.: 07-289-SPH

Petitioner/Developer: MARY LOU DIETZ

Date of Hearing/Closing: 1-15-07

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

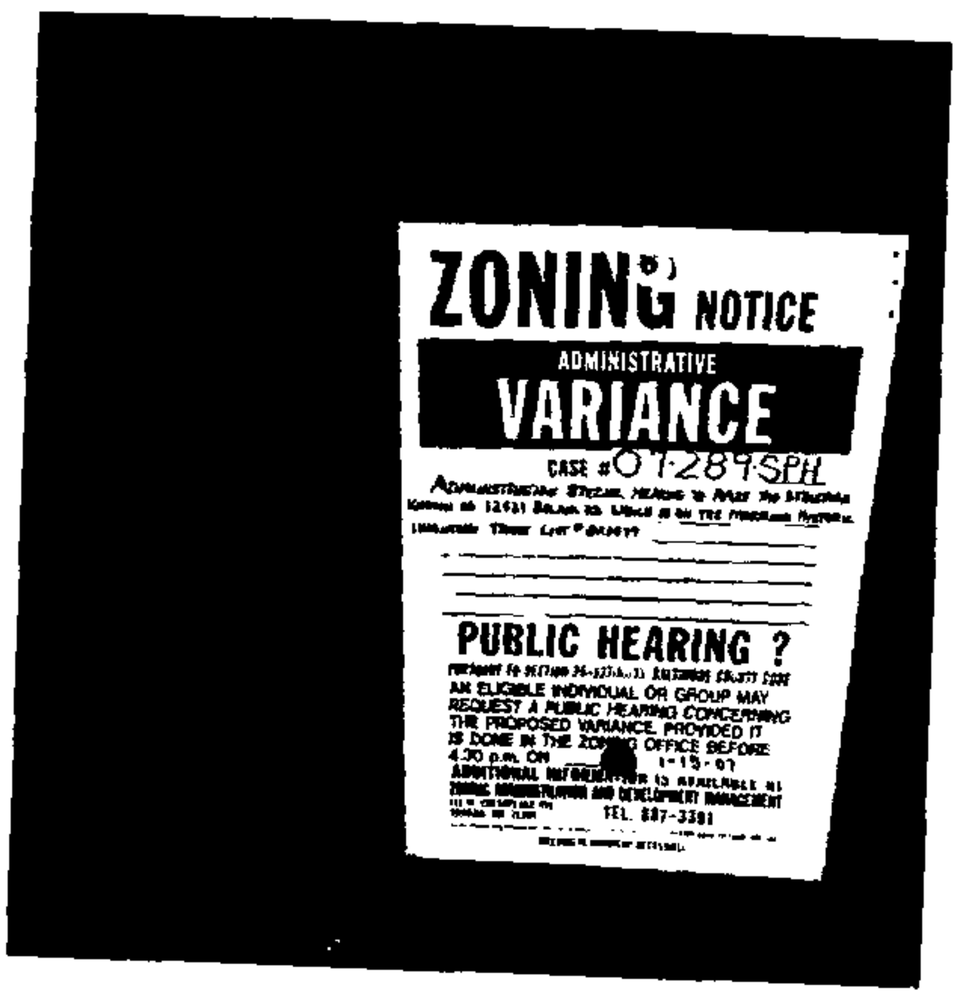
ATTN: Kristen Matthews {(410) 887-3394}

Ladies and Gentlemen:

This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at: 12431 BELAIR RD

The sign(s) were posted on 12-31-06
(Month, Day, Year)

Sincerely,



Robert Black 1-3-07
(Signature of Sign Poster) (Date)

SSG Robert Black
(Print Name)

1508 Leslie Road
(Address)

Dundalk, Maryland 21222
(City, State, Zip Code)

(410) 282-7940
(Telephone Number)

RECEIVED
JAN 5 2007

CERTIFICATE OF POSTING

RE: Case No.: 07-289-SPH

Petitioner/Developer: MARY LOU DIETZ

Date of Hearing/Closing: 3-6-07

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

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

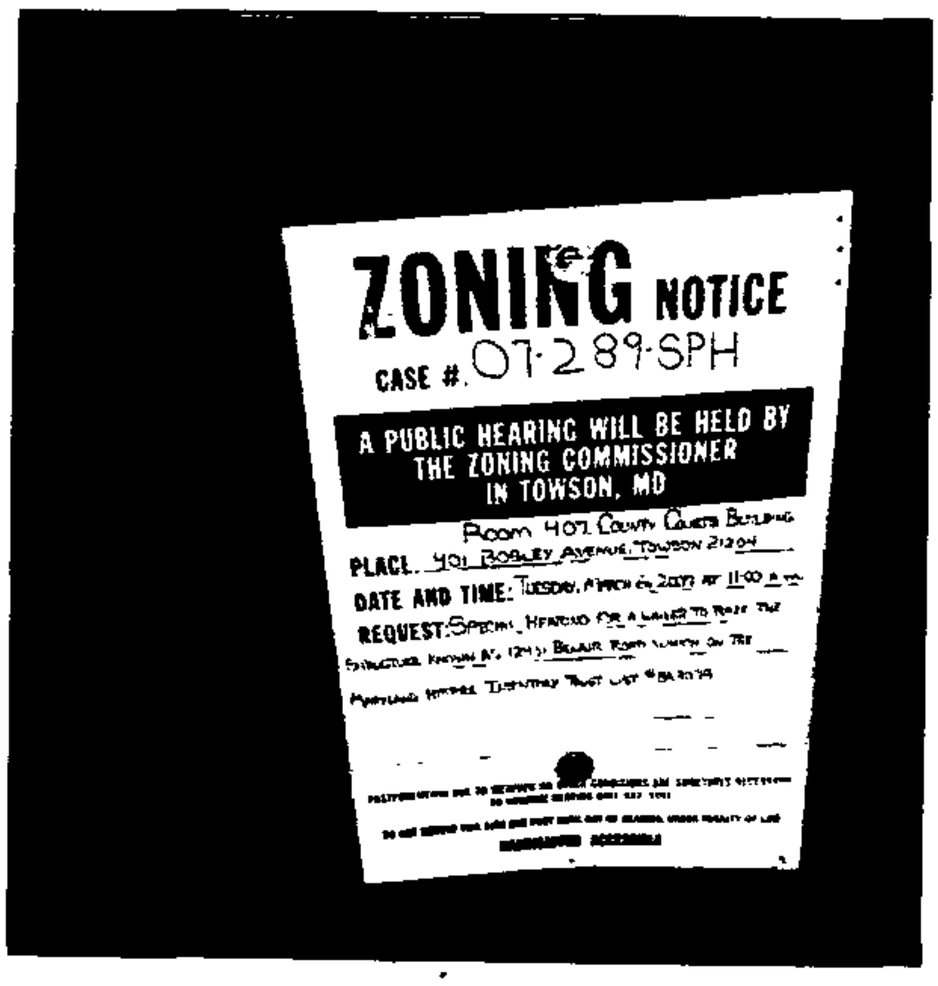
Ladies and Gentlemen:

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

12431 BELAIR RD

FEB

The sign(s) were posted on 2-19-07
(Month, Day, Year)



Sincerely,

Robert Black 2-23-07
(Signature of Sign Poster) (Date)

SSG Robert Black
(Print Name)

1508 Leslie Road
(Address)

Dundalk, Maryland 21222
(City, State, Zip Code)

(410) 282-7940
(Telephone Number)

FEB 26 2007

RE: PETITION FOR ADMINISTRATIVE SPECIAL HEARING	*	BEFORE THE
12431 Belair Road; E/S Belair Road, 900' S New Cut Road	*	ZONING COMMISSIONER
11th Election & 3rd Councilmanic Districts	*	FOR
Legal Owner(s): Mary Lou Dietz Petitioner(s)	*	BALTIMORE COUNTY
	*	07-289-SPH

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

ENTRY OF APPEARANCE

Please enter the appearance of People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and the passage of any preliminary or final Order. All parties should copy People's Counsel on all correspondence sent/ 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 8th day of January, 2007, a copy of the foregoing Entry of Appearance was mailed to Michael H. Davis, Esquire, Venable, LLP, 210 Allegheny Avenue, Towson, MD 21204 , Attorney for Petitioner(s).

RECEIVED
JAN 08 2007
Per.....

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

TO: PATUXENT PUBLISHING COMPANY
Tuesday, February 20, 2007 Issue - Jeffersonian

Please forward billing to:
Amy Dontell
Venable, LLP
210 Allegheny Avenue
Towson, MD 21204

410-494-6200

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: 07-289-SPH
12431 Belair Road
East side of Belair Road at a distance of 900 feet south of New Cut Road
11th Election District – 3rd Councilmanic District
Legal Owner: Mary Lou Dietz

Special Hearing for a waiver to raze the structure known as 12431 Belair Road which on the Maryland Historic Inventory Trust List #BA3079.

Hearing: Tuesday, March 6, 2007 at 11:00 a.m. in Room 407, County Courts Building,
401 ~~West~~ Chesapeake Avenue, Towson 21204

today

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.

TO: PATUXENT PUBLISHING COMPANY
Tuesday, January 30, 2007 Issue - Jeffersonian

Please forward billing to:
Amy Dontell
Venable, LLP
210 Allegheny Avenue
Towson, MD 21204

410-494-6200

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: 07-289-SPH
12431 Belair Road
East side of Belair Road at a distance of 900 feet south of New Cut Road
11th Election District – 3rd Councilmanic District
Legal Owner: Mary Lou Dietz

Special Hearing for a waiver to raze the structure known as 12431 Belair Road which on the Maryland Historic Inventory Trust List #BA3079.

Hearing: Tuesday, February 13, 2007 at 2:00 p.m. in Room 106, County Office Building, 111 West Chesapeake Avenue, Towson 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.

BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

TIMOTHY M. KOTROCO, *Director*
Department of Permits and Development Management

February 1, 2007

NEW 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: 07-289-SPH
12431 Belair Road
East side of Belair Road at a distance of 900 feet south of New Cut Road
11th Election District – 3rd Councilmanic District
Legal Owner: Mary Lou Dietz

Special Hearing for a waiver to raze the structure known as 12431 Belair Road which on the Maryland Historic Inventory Trust List #BA3079.

Hearing: Tuesday, March 6, 2007 at 11:00 a.m. in Room 407, County Courts Building, 401 ~~West Chesapeake~~ Bosley Avenue, Towson 21204

mailed all parties & copies
Timothy Kotroco

Timothy Kotroco
Director

TK:klm

C: Michael Davis, 210 Allegheny Avenue, Towson 21204
Mary Lou Dietz, 907 Rosemont Drive, Joppa 21085

NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY MONDAY, FEBRUARY 19, 2007.**
(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.

BALTIMORE COUNTY

MARYLAND

JAMES T. SMITH, JR.
County Executive

TIMOTHY KOTROCO
Director
Department of Permits and Development Management

January 10, 2007

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: 07-289-SPH
12431 Belair Road
East side of Belair Road at a distance of 900 feet south of New Cut Road
11th Election District – 3rd Councilmanic District
Legal Owner: Mary Lou Dietz

Special Hearing for a waiver to raze the structure known as 12431 Belair Road which on the Maryland Historic Inventory Trust List #BA3079.

Hearing: Tuesday, February 13, 2007 at 2:00 p.m. in Room 106, County Office Building, 111 West Chesapeake Avenue, Towson 21204

Timothy Kotroco

Timothy Kotroco
Director

TK:klm

C: Michael Davis, 210 Allegheny Avenue, Towson 21204
Mary Lou Dietz, 907 Rosemont Drive, Joppa 21085

NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY MONDAY, JANUARY 29, 2007.**
(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.

BALTIMORE COUNTY DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT
ZONING REVIEW

ADMINISTRATIVE SPECIAL HEARING INFORMATION SHEET AND DATES

Case Number 07-289 -SPH Address 12431 BELAIR RD.

Contact Person: JUN FERNANDO Phone Number: 410-887-3391
Planner, Please Print Your Name

Filing Date: 12-22-06 **Posting Date:** 12-31-06 **Closing Date:** 1-15-07

Any contact made with this office regarding the status of the administrative special hearing should be through the contact person (planner) using the case number.

1. **POSTING/COST:** The petitioner must use one of the sign posters on the approved list (on the reverse side of this form) and the petitioner is responsible for all printing/posting costs. Any reposting must be done only by one of the sign posters on the approved list and the petitioner is again responsible for all associated costs. The zoning notice sign must be visible on the property on or before the posting date noted above. It should remain there through the closing date.

2. **DEADLINE:** The closing date is the deadline for an occupant or owner within 1,000 feet to file a formal request for a public hearing. Please understand that even if there is no formal request for a public hearing, the process is not complete on the closing date.

3. **ORDER:** After the closing date, the file will be reviewed by the zoning or deputy zoning commissioner. He may: (a) grant the requested relief; (b) deny the requested relief; or (c) order that the matter be set in for a public hearing. You will receive written notification (typically within 7 to 10 days of the closing date) as to whether the petition has been granted, denied, or will go to public hearing. The order will be mailed to you by First Class mail.

4. **POSSIBLE PUBLIC HEARING AND REPOSTING:** In cases that must go to a public hearing (whether due to a neighbor's formal request or by order of the zoning or deputy zoning commissioner), notification will be forwarded to you. The sign on the property must be changed giving notice of the hearing date, time and location. As when the sign was originally posted, certification of this change and a photograph of the altered sign must be forwarded to this office.

(Detach Along Dotted Line)

Petitioner: This Part of the Form is for the Sign Poster Only

USE THE SPECIAL HEARING SIGN FORMAT

Case Number 07-289 -SPH Address 12431 BELAIR RD

Petitioner's Name MARY LOU DIETZ Telephone 410-494-6200
Mr. Davis from Venable LLP

Posting Date: 12-31-06 **Closing Date:** 1-15-07

Wording for Sign: *Administrative Special Hearing to ~~approve~~* raze the structure known as 12431 Belair Rd. which is on the Maryland Historic Inventory Trust List # BA3079

WCR - 6/28/00

BALTIMORE COUNTY DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT
BALTIMORE COUNTY DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT

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: 07-289-SPH

Petitioner: MARY LOU DIETZ

Address or Location: 12431 BELAIR RD.

PLEASE FORWARD ADVERTISING BILL TO:

Name: AMY L. DONTELL

Address: 210 ALLEGHENY AVE. P.O. BOX 5517
TOWSON, MD 21285

Telephone Number: 410-494-6244

Revised 7/11/05 - SCJ

BALTIMORE COUNTY

MARYLAND

JAMES T. SMITH, JR.
County Executive

TIMOTHY M. KOTROCO, *Director*
Department of Permits and Development Management

January 16, 2007

Michael H. Davis
Venable LLP
210 Allegheny Avenue
Towson, MD 21204

Dear Mr. Davis:

RE: Case Number: 07-289-SPH, 12431 Belair Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on December 22, 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.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR:amf

Enclosures

c: People's Counsel
Mary Lou Dietz 907 Rosemont Drive Joppa 21085

SDF/MB
Cc: Ms. Caren B. Hoffberger, Landmarks Preservation Commission, Baltimore County Government
Mr. Eric Golden, RME, SHA
Mr. David Malkowski, District Engineer, SHA

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

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

DATE: January 3, 2007

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

SUBJECT: Zoning Advisory Committee Meeting
For January 8, 2006
Item Nos. 07-281, 284, 285, 286, 287, 288, 289, 291, 292, and 293

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-01032007.doc

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: January 16, 2007

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

SUBJECT: Zoning Advisory Petition(s): **Case(s) 7-289- Administrative Special Hearing**

The property in question is historic. It is listed on the County Register (MHT) BA # 3079. On January 12, 2006, the Baltimore County Landmarks Commission (LPC) placed the property on the Preliminary Landmarks List. The County Council chose not to include the structure on the Final Landmarks List.The request made by the applicant is the appropriate means to address this matter.

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

Prepared By: Cordis Lewis

Division Chief: Lynn Lanham

RECEIVED
JAN 24 2007
ZONING COMMISSIONER

CM/LL

W:\DEVREV\ZAC\7-289.doc

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

State Highway Administration
Driven to Excel

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

Maryland Department of Transportation

January 8, 2007

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

RE: Baltimore County
Item No. 07-289-A
US Rte 1 (Belair Road)
900' east south of New Cut Road
Variance- permit a waiver to
Raised a structure listed on the
Maryland Historic Inventory

Dear Ms. Matthews:

Thank you for the opportunity to review the ZAC Agenda plan on the subject of the above captioned, which was received on January 2, 2007. We understand that this item illustrates a proposal to create a three –lot residential subdivision.

We have reviewed the referenced plan and offer the following comments:

- The subject property is located on the west side of US Rte 1 (Belair Road). Our Highway Location Reference Guide indicates US Rte 1 is a principle arterial roadway owned and maintained by The State of Maryland.
- A field inspection reveals that a permit may be required to modify access to US Rte 1 (Belair Road). Coordination with Mr. Eric Lincoln, Resident Maintenance Engineer at our Golden Ring Facility is necessary to obtain a residential entrance permit. You may reach him at 410-574-5245.
- It should be noted that an existing building on the property listed with Maryland Historic Trust #BA3079 is scheduled to be raised. In consideration of the structure's significance, we suggest that the applicant obtain concurrence with Ms. Caren B. Hoffberger, Baltimore County Landmarks Preservation Commission prior to further action.

In summation: we recommend that the above comments be a condition of Mary Lou Dietz Property Item No. 07-289-SPH approval. Please include our remarks in your staff report to the Zoning hearing Examiner.

Should you have any questions regarding this matter, please contact Michael Bailey at 410-545-5593 or 1-800-876-4742 extension 5593. Also, you may E-mail him at (mbailey@sha.state.md.us). Thank you for your attention.

Very truly yours,

Michael P. Bailey

For Steven D. Foster, Chief
Engineering Access Permits
Division

BW
3/6

07-289-
SPH
11am

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE MEMORANDUM

PERSONAL AND CONFIDENTIAL
ATTORNEY/CLIENT PRIVILEGED

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

FROM: John E. Beverungen
County Attorney

DATE: November 8, 2006

RE: Dietz Property – Landmarks Issue

I am writing to advise you of a few concerns I have with the captioned matter. To briefly recap, Mike Davis represents Ms. Dietz, an elderly woman who resides at 12431 Belair Road. On January 18, 2006, the Landmarks Preservation Commission ("LPC") included the Dietz Farmstead on the preliminary landmarks list (no. 321). A public hearing was held before the County Council on Monday, June 19, 2006 for consideration of parcels to be placed on the final landmarks list. At its hearing on August 7, 2006, the County Council, by Bill No. 94-06, added fifteen properties to the final Historical Landmarks List, but did not include the Dietz Farmstead on that final list.

This morning, I received a telephone call from Damian, who was apparently contacted by Mike Davis, who intends to seek the issuance of a razing permit from PDM. In a prior memorandum dated October 2, 2006 (a copy of which is attached hereto), I advised the County Executive that the law concerning these matters is murky at best, and was in dire need of revamping. As you can see, the thrust of that memorandum dealt with whether County Code §32-4-416 was applicable in this scenario. That statute requires that a development plan for property "shall preserve...historic structures or sites identified on [the MHT Inventory and County Preliminary Landmarks List]." BCC §32-4-416(a)(2). As you know, former PDM Director Arnold Jablon adopted a regulation (a copy of which is attached hereto) providing for a "special hearing" before the Zoning Commissioner to determine if a petitioner was entitled to a waiver of this "shall preserve" language. That procedure has not been complied with by Ms. Dietz.

Even so, the present inquiry involves a somewhat different scenario, and the interpretation of a separate section of the Baltimore County Code. Specifically, §32-7-401 et. seq. of the County Code requires the building engineer to forward an application for a demolition permit of any structure "on a preliminary landmarks list" to the Landmarks Preservation Commission. After a hearing, the Commission must determine whether to issue a certificate of

appropriateness or notice to proceed when an owner seeks to demolish a structure on a Preliminary Landmarks List.

In the present matter, it is beyond dispute that the County Council, by Bill No. 94-06, failed to include the Dietz property on the Final Historic Landmarks List. By the same token, however, that legislation (a copy of which is attached hereto) did not specify that the Dietz Farmstead was to be removed from the Commission's Preliminary Landmarks List, and there is no County law or regulation that does so either. While it certainly might produce an illogical result, the uncomfortable truth is that this is an issue not addressed by the County Code or regulations, and I am concerned that community activists from the Kingsville area would voice their complaints if a razing permit were to be issued herein.

In that regard, I spoke with Caren Hoffberger earlier today, and she and I reviewed her notes from the Commission meeting wherein this structure was placed on the Preliminary Landmarks List. Ms. Hoffberger advised that three members of the Kingsville Community Association spoke in support of the nomination, and she advised that one of the speakers (Ms. Beers) was in fact an outspoken and nettlesome community activist. Accordingly, it is my recommendation that the building engineer forward the Dietz application to the Landmarks Preservation Commission for determination of whether a notice to proceed should be issued. While Mr. Davis will no doubt be apoplectic, my office would handle any resulting litigation, and judicial resolution of this issue could bring some much needed clarity to this area of the law.

JEB:dlm
Enclosures

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE MEMORANDUM

PERSONAL AND CONFIDENTIAL
ATTORNEY CLIENT PRIVILEGED

TO: The Honorable James T. Smith, Jr.
County Executive

FROM: John E. Beverungen
County Attorney

DATE: October 2, 2006

RE: Dietz Property – Landmarks Issue

As you requested during our recent meeting, I am writing to provide you with an outline of the pertinent legal issues concerning the above matter. To briefly recap, Mike Davis represents Ms. Dietz, an elderly woman who resides at 12431 Belair Road. On January 18, 2006, the Landmarks Preservation Commission ("LPC") included the Dietz Farmstead on the preliminary landmarks list (no. 321). A public hearing was held before the County Council on Monday, June 19, 2006 for consideration of parcels to be placed on the final landmarks list. At its hearing on August 7, 2006, the County Council, by Bill No. 94-06, added fifteen properties to the final Historical Landmarks List, but did not include the Dietz Farmstead on that final list.

At present, Mike Davis has contacted my office on behalf of his client, to determine whether we would oppose the issuance of a razing permit by PDM. Although not free from doubt, the issuance of such a permit is nonetheless fraught with difficulty given the Byzantine and confusing provisions governing preservation of landmarks in the Baltimore County Code.

The landmarks preservation statute was enacted in 1976. Under County law, the LPC is authorized to adopt a preliminary landmarks list, provided it determines that the structure contributes substantially to the architectural or historical heritage of the county, state or nation. BCC §32-7-302. If the LPC votes to place a structure on the preliminary list, the LPC next submits the preliminary list "to the County Executive for review before introduction in the County Council for adoption as a final landmarks list." BCC §32-7-302(e). Although the Code states that the County Executive's "review period may not exceed 60 days," it is silent on whether or not the County Executive has the authority to modify or amend in any way the preliminary list forwarded to him by the LPC[1].

---

[1] Although I have been unable to locate the correspondence, I am told that former County Attorney Virginia Barnhart opined that under this code provision the County Executive did not have authority to amend or modify the preliminary landmark list.

Thereafter, the Code specifies that the County Council "may adopt a final landmarks list," provided it do so within 90 days of its public hearing on the proposed final landmarks list. BCC §32-7-303(a) and (d). The only other significant provision contained within the Code provides that the owner of a structure "on the final landmarks list" (though not the preliminary list) may petition the LPC for removal from the list.

Though the foregoing procedure appears in the abstract to be straightforward, and perhaps even mundane, its application has proved extremely problematic. One such scenario, of which the Dietz property is illustrative, concerns what happens to properties that the County Council fails to place on a final landmarks list; i.e., do they continue to remain on a preliminary landmarks list, and if so, for how long? Unfortunately, the County Code is absolutely silent on both of these points, and therein lies the rub.

Specifically, two provisions found in Article 32, Title 4 of the County Code raise concerns whether razing or demolition permits can be properly issued for structures that are on the preliminary landmarks list, or even the Maryland Historical Trust Inventory of Historic Properties. BCC §§32-4-416; 32-4-223. Under the foregoing statutes, a development plan for property "shall preserve...historic structures or sites identified on any of the lists referred to in §32-4-223(8)." BCC §32-4-416(a)(2). The pertinent lists referenced in the foregoing statute are the MHT Inventory and County Preliminary Landmarks List. BCC §32-4-223(8)(i) and (ii).

Under the County Code, "development" has a broad reach; viz., to include "the improvement of property for any purpose involving building," and "the preparation of land for [building or subdivision of property]." BCC §32-4-101(p). Thus, if the demolition of a structure pursuant to a razing permit were construed to be the "preparation of land for building," the County Code would seem to mandate that any property listed on the MHT Inventory[2] or the Preliminary Landmarks List "shall" be preserved.

While the more reasoned approach would suggest that the Council's failure to place a structure on the final landmarks list puts an end to the matter, and with it the structure's inclusion on the preliminary landmarks list, that interpretation is in fact at odds with the express language of the County Code quoted above, and certainly highlights the need for revamping this section of the law.

Indeed, in reviewing the Council's bill files on these issues, I discovered a constituent letter to Mr. Moxley dated March 7, 2001 (attached as Exhibit "1"), wherein Melanie Anson makes just such an argument: i.e., the preliminary landmark list is a "separate entity" and the Council's failure to include a property on a final list does not, *ipso facto*, mean that the structure is no longer on the preliminary list. I also discovered an opinion from County Attorney Virginia

[2] The Dietz Farmstead is listed in the MHT Inventory, and appears to have been so designated on at least two occasions (Nos. BA-2308 and BA-3079).

Barnhart, dated March 19, 2001, wherein she opined - - presumably in response to Ms. Anson's letter - - that "in order for a structure that is included on the Preliminary Landmarks List to enjoy permanent protection on the Final Landmarks List, it must be included in the law adopted by the Council (see Exhibit "2"). With all due respect, Ms. Barnhart's terse opinion contains absolutely no citation of authority and her reference to "permanent protection" is also puzzling, given that inclusion on the final list does not result in permanent protection, since the Code provides an owner with a mechanism to have a structure removed from that list. BCC §32-7- 304. Moreover, the Code specifically states that the Landmarks Preservation Commission must review and approve (by issuance of a "certificate of appropriateness") any application for a demolition permit with respect to a structure on the Preliminary Landmarks List[3].

I am also attaching hereto as Exhibit "3" a declaratory judgment suit filed by Venable in 1999, with respect to the Dietz Farmstead. The suit contends that the County's use of the MHT-Inventory as a regulatory tool is illegal. I am trying to locate the case number and docket entries for this filing, which may shed some light on these issues.

Although it is quite easy to be sympathetic with the homeowner's plight in such a scenario, the conservative option I would recommend is to instruct PDM to refuse the issuance of a razing permit for the Dietz Farmstead, and insist that the homeowner petition the Circuit Court for a declaratory judgment or writ of mandamus. Though that undoubtedly would serve to greatly increase the costs and aggravation for the homeowner, it seems as if that might be the only way to obtain a "safe harbor" whereby the County can safely abide by the terms of the Court's Order. Though it might be a small consolation, I would imagine that the County would present little or no opposition, and could even join in a request by the landowner to seek an expedited ruling on the matter.

JEB:dlm

[3] A "certificate of appropriateness" would not be required if a structure was on the MHT Inventory, but not the Preliminary Landmarks List or Final Landmarks List. The preservation mandate for MHT-listed structures is found in the "Development" title of the Code (§§32-4-101 et. seq.) and would be applicable only when the applicant was undertaking "development" as that term is defined in §32-4-101(p).

SPECIAL HEARING WORDING FOR WAIVER OF PRESERVATION OF HISTORIC BUILDINGS OR SITES

Special Hearing to approve a waiver pursuant to Section 26-172(b), BCC of Sections 26-203 (C)(8) and Section 26-278 to raze, alter or construct addition to building.
(indicate work here)

Baltimore County Code:

Sec. 26-203. The development plan.

(a) The plan shall be filed within twelve (12) months after the final community input meeting is concluded. It shall be drawn to an appropriate scale in a clear and legible manner and shall be filed with the department of public works. Copies shall be transmitted to the known parties.

(b) The plan shall contain the following background information:

(c) The plan shall identify the following information concerning existing site conditions:

(8) Identification of any building, property or site within or contiguous to the proposed development included on the Maryland Historical Trust Inventory of Historic Properties, the county preliminary or final landmarks list, the National Register of Historic Places, the Maryland Archeological Survey or identification of any county historic district, or national register district covering the proposed development;

Sec. 26-172. Waivers.

(b) A waiver from the requirements of section 26-203 of this Code and from the hearing officer's hearing may be granted under the following conditions:

(1) After consultation with appropriate county agencies the director finds:

a. That the size, scope, and nature of a proposed development does not justify strict compliance with these regulations; and

b. That a waiver would be within the scope, purpose, and intent of these regulations; and

c. That the proposed development complies with all other county laws, ordinances, and regulations.

Sec. 26-278. Preservation of natural or historic features.

Natural features (including watercourses, waterfalls, beaches and significant vegetation) and historic structures or sites identified on any of the lists referred to in section 26-203(b)(8) must be preserved. In particular, the county must find that an adequate method of protecting any known habitat of an endangered species has been proposed. (Code 1978, § 22-100)

6/12/98

COUNTY COUNCIL OF BALTIMORE COUNTY, MARYLAND
Legislative Session 2006, Legislative Day No. 15

Bill No. 94-06

Mr. John Olszewski, Sr., Chairman
By Request of County Executive

By the County Council, August 7, 2006

A BILL
ENTITLED

AN ACT concerning

Final Historical Landmarks List

FOR the purpose of adding new landmarks to the Final Historical Landmarks List; and generally relating to the Baltimore County Historical Landmarks List.

WHEREAS, the Landmarks Preservation Commission has met and compiled a preliminary list of additional structures to be added to the Final Historical Landmarks List; and

WHEREAS, the following structures have been identified on the preliminary landmarks list by the Commission and have been reviewed by the County Executive; and

WHEREAS, a public hearing was held by the County Council on June 19, 2006 to determine which structures should be included on the "final landmarks list"; and

WHEREAS, the County Council finds that the following structures contribute substantially to the architectural and historical heritage of the county, state or nation; now, therefore

---

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.
[Brackets] indicate matter stricken from existing law.
~~Strike out~~ indicates matter stricken from bill.
Underlining indicates amendments to bill.

SECTION 1. BE IT ENACTED BY THE COUNTY COUNCIL OF BALTIMORE

COUNTY, MARYLAND that new items 324 through 338, inclusive, be and they are hereby added to the Final Historical Landmarks List, to read as follows:

Final Historical Landmarks List

The following historical landmarks are hereby adopted as part of the Final Historical Landmarks List:

(324) William Slade's Store and setting, 2224 White Hall Road
(325) Webb Bungalow and setting, 176 Winters Lane
(326) Daniel Lee House #2, 100 East Pennsylvania Avenue
(327) James property stable/carriage-house and setting, 634 Main Street
(328) "Holly Hillside" 20101 Valley Mill Road
(329) "Scott's Tavern" house, stone outbuilding, and log outbuilding, 11806 Greenspring Avenue
(330) Franklinville Cotton Factory, auxiliary brick building southeast of the factory, and frame boiler-house, Jericho Road
(331) "Cliffholme" 4040 Stewart Road
(332) "Eighteen Mile House" and setting, 808 Westminster Pike
(333) Rockland Blacksmith's House and setting, 10113 Falls Road
(334) Watters House, 4301 Windy Hill Road
(335) Rider-Bushman House and setting, 1812 Landrake Road
(336) "Wickcliffe" ("Castle") at "Maryvale", Greenspring Valley Road
(337) Shipley Mill, 13027 Beaver Dam Road
(338) "Partridge House", 2315 Hunter Mill Road

SECTION 2. AND BE IT FURTHER ENACTED, that this Final Historical Landmarks List shall be maintained by the Landmarks Preservation Commission as provided in Section 32-7-105 of the Baltimore County Code, 2003, as amended.

SECTION 3. AND BE IT FURTHER ENACTED, that this Act shall take effect forty-five days from the date of its enactment.

b09406.wpd

BALTIMORE COUNTY

MARYLAND

JAMES T. SMITH, JR.
County Executive

TIMOTHY M. KOTROCO, *Director*
Department of Permits and Development Management

January 17, 2007

Michael H. Davis
Venable, LLP
210 Allegheny Avenue
Towson, MD 21204

Dear Mr. Davis:

RE: Demand for Public Hearing, Administrative Variance, Case Number: 07-289-SPH

The purpose of this letter is to officially notify you that your administrative posting procedure has been superceded by a timely public hearing demand concerning the above-proposed administrative procedure.

The hearing has been scheduled, and the notice of public hearing indicating the date, time and location of the hearing is attached. This notice will also contain the date that the sign must be reposted with the hearing information.

The property must be reposted with the hearing date, time and location. This notification will be published in the Jeffersonian and you will be billed directly by Patuxent Publishing for this.

If you need any further explanation or additional information, please feel free to contact Jun Fernando at 410-887-3391.

Very truly yours,

W. Carl Richards, Jr.

W. Carl Richards, Jr.
Supervisor
Zoning Review

WCR:klm

C: Mary Lou Dietz, 907 Rosemont Drive, Joppa 21085
Ila Christenbury, 12009 Cedar Lane, Kingsville 21087

VENABLE® LLP

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aldontell@venable.com

December 5, 2006

RECEIVED
12-18-06

HAND-DELIVERED

Timothy M. Kotroco, Director
Baltimore County Department of
Permits and Development Management
111 West Chesapeake Avenue
Towson, Maryland 21204

Re: Mary Lou Dietz Property
12431 Belair Road

Dear Mr. Kotroco:

At the request of Mike Davis, enclosed please find three (3) copies of the signed and notarized Petition for Administrative Special Hearing for the above-referenced property for filing with the Office of Zoning Review. We have also included a check for $65.00 to cover the filing fee.

If you have any questions, please do not hesitate to contact us. Thank you for your help with this matter.

Very truly yours,

Amy L. Dontell

Amy L. Dontell
Paralegal

ALD
Enclosures

cc: Michael H. Davis Esquire

TO1DOCS1/#238626v1

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Michael H. Davis 410-494-6284 mhdavis@venable.com

January 29, 2007

Via Hand Delivery

Timothy Kotroco, Director
Department of Permits and
Development Management
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

Re: Petitioner: Mary Lou Dietz
Location: 12431 Belair Road
Case No. 07-289-SPH

Dear Mr. Kotroco:

I represent Mary Lou Dietz, the petitioner, in the above captioned matter. The hearing in this matter has been scheduled for Tuesday, February 13, 2007 at 2:00. Unfortunately, Mrs. Dietz will be in Florida from February 1 – February 21st and thus can not make the hearing. Therefore, I am respectfully requesting that the hearing in the above-referenced matter be postponed until sometime after February 21, 2007.

Thank you for your help with this matter.

Very truly yours,

Michael H. Davis /ad

Michael H. Davis

MHD/ad

TO1DOCS1/#240614 v1

JAN 3 1 2007
07-180

Judith Beard
11904 Jericho Road
Upper Falls, Maryland 21156

Office of the Zoning Commissioner
401 Bosley Ave. Room 407
Towson, Maryland 21204
Attn; Hearing Officer

Re: Dietz Property Proposal of
Razing of Historic Home

To Whom It May Concern,

I have been a resident of Kingsville for over forty years and respect the way we regard our treasures. We value our scenic by ways, rural character and mere charm of our very special neighborhood. It is popular today to join in and be part of the throw away society. However that is not our style in Kingsville. We value our heritage and our older structures are a major part of it. I believe we can't know where we are going if we don't know where we came from. Very few of the older homes that represent the character of Kingsville are left along Belair Road. This is a perfectly salvageable home which surely someone who values historical property would be interested in renovating.

As residents of Kingsville it is our responsibility to preserve our rural character. I for one take that responsibility seriously . I am requesting that the Dietz Home located at 12431 Belair remain a part of our community.

I urge that permission to raze this home be denied.

Best Regards,

Judith Beard

6 Longknoll Way
Kingsville, MD 21087
March 6, 2007

Office of the Zoning Commissioner
401 Bosley Avenue
Towson, MD 21204
Attn: Hearing Officer

Re: Hearing concerning proposed razing of the historic Dietz home located at 12431 Belair Road, Kingsville, MD

Dear Sir or Madam:

Unfortunately, I am unable to attend the hearing on March 6, 2007 concerning the proposed razing of the Dietz historic home located at 12431 Belair road because of my work schedule. However, I would like to express my position on this matter as a Kingsville resident.

I have been a resident of Kingsville for 12 years and moved to Kingsville from Perry Hall for various reasons but one important one is the rural characteristics and charm of Kingsville.

I was very disheartened to learn of the request to raze the above home, which is very much, a big part of the history, charm and rural characteristic of Kingsville. As I understand the primary structure is circa 1869, which makes the home a mere 138 years old. I used the word mere because having traveled through several countries in Europe, I saw and visited many buildings and homes that were centuries old and some that were 1,000 years old. It is the practice in Europe to preserve and protect older structures so that they remain as an ongoing part of our history and culture. However, we do not have to look as far Europe to witness such preservation, we only have to look as to what is happening in Baltimore City in the Canton, Fells Point, Federal Hill and other areas to see such preservation in action.

I would strongly urge that permission **not be granted** to raze the home at 12431 Belair road and that it be protected so that it remains as a vital part of the history and culture of Kingsville. If the home is no longer desirable as a residence, certainly other uses can be found for the structure. Preserving landmarks in Kingsville and all of

Baltimore County are extremely important. One just as to look at the restoration of the Langenfelder and the Heath Cote Cottage properties in Kingsville to witness the value and charm these properties lend to Kingsville.

Again, I urge that permission **not be granted** to raze the subject home.

Very truly yours,

Angelo P. Lascola

Case No.: 07-289-SPH 12431 BELAIR RD

Exhibit Sheet

	Petitioner/Developer	Protestant
No. 1	PACKAGE OF CORRESPONDENCE CONTRACT OF SALE	MINUTES - Md Historical Trust PRESIDENTS LETTER KINGSVILLE CIVIC ASSOC.
No. 2	2A - Page 1 SITE PLAN 2B - Page 2	
No. 3	COUNCIL BILL 94-06	
No. 4	PHOTO'S OF HOUSE EXISTING CONDITIONS	
No. 5	MR. LITTLES TESTIMONY RE: MHT INVENTORY RIGHTS [UNDER OATH]	
No. 6	Md Historical Trust INVENTORY - APPLICATION	
No. 7		
No. 8		
No. 9		
No. 10		
No. 11		
No. 12		

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PETITIONER'S

EXHIBIT NO. 1

April 6, 2006

John E. Beverungen, Esquire
County Attorney
Baltimore County Office of Law
400 Washington Avenue
Towson, MD 21204

Re: Dietz Property
12431 Belair Road

Dear John:

Following-up our recent meeting, I am writing to provide you with a chronology of the facts regarding the unjustified placing of the Dietz property located at 12431 Belair Road ("Dietz property") on the Preliminary Landmarks list.

In March 31, 1995, the County approved a Final Development Plan and Minor Subdivision Plan for the Dietz Property. See Copy of Minor Subdivision Plans attached hereto as Exhibit 1. The approved plan states in general notes no. 10, "Except as shown, there are no historical areas. . . ." See Sheet 2 of 2, Exhibit 1. There were no historical areas or structures on the plans.

The plan also indicates that the existing dwelling was to be razed. See note 18, sheet 1 of 2, Exhibit 1. The plan also states that an easement was given to the County for future highway widening (on Route 1) that went directly through the corner of the existing dwelling that was to be razed.

In reliance of the County's approval of the minor subdivision, Mrs. Dietz sold Lot 2 and Lot 3 and held onto Lot 1 to fund her retirement.

In June, 2005, Mrs. Dietz listed the house with Re/Max American Dream. On October 10, 2005, Mrs. Dietz entered a contract to sell the remaining lot to Dan Sawalh and Nisam Sawalh and Maurice Sawalh for $265,000. See copy of Contract ("Buyers") attached hereto as Exhibit 2.

The Buyers were responsible for the demolition of the existing structure. The Buyers immediately went to apply for a demolition permit for the existing house. At the time of

application for the demolition permit, the house was not on the Preliminary of Final Landmarks list.[1] Despite not being on a protected list, the County refused to issue the demolition permit.

Instead of issuing Mrs. Dietz the demolition permit, the County took action to protect the house. On October 25, 2005, Mrs. Dietz was notified that her house at 12431 Belair Road was scheduled for a hearing on December 8, 2005. On October 19th, the Landmarks Commission voted to hold a public hearing to consider placing the house on the Preliminary Landmarks list. See copy of October 25, 2005 letter from Vicki Nevy to Mary Lou Dietz, attached hereto as Exhibit 4.

On January 12, 2006, the Landmarks Commission voted to place the house on the Preliminary Landmarks list.

In this case, the County has taken several illegal actions that have damaged my client. First, the County approved my client's minor subdivision and noted that the House was to be razed. See Exhibit 1. My client sold the other two lots at a discount and has not maintained the home to be razed. She relied on the County approving the minor subdivision and on the note indicating the house was to be razed.

Second, the County had no grounds to deny the issuing of the demolition permit in October, 2005. At the time of application, the house was not protected. It was not listed in either the Preliminary or Final Landmarks list.

The issuance of a demolition permit, as with any building permit, is a ministerial act. So long as an applicant properly files an application, and the proposed demolition purports to comply with all applicable codes and regulations, the permit should be granted. *See Hagerstown v. Long Meadow Shopping Center*, 264 Md. 481 (1972) (citing Zoning Law and Practice, Yokley, Vol. 1, under permits) ("'[In reviewing an application for a building permit, it] is well settled that the Building Inspector must follow the building code and ordinances and an exercise of independent discretion that violates the terms of same are not controlling.'"); *see also* Ziegler, Rathkopf's The Law of Zoning and Planning § 69:5 ("So long as the application is in order, the proposed use is one permitted by the zoning ordinance, the structures comply both with zoning and the building code; and other conditions imposed by the ordinance have been met, the

[1] The property had been given an MHT number (MHT #BA-3079) in early 2003. My clients were never notified that the property had an MHT number. Furthermore, the MHT is just an inventory or "raw data". It has no regulatory effect. See testimony of Mr. Rodney Little, transcript of testimony for Bonnie View Estates, Hearing, pp 1042-43, pp. 1047-49, attached hereto as Exhibit 3.

applicant is entitled to the permit and it is the duty of the administrative officer to issue one to him").

As a result of the County's failure to issue the demolition permit, and its subsequent action to place the house on the landmarks list, my client lost the $265,000 contract of sale. Based on the outlined facts, we strongly believe this County should not place the house on the Final Landmarks list.

If you have any questions, or need more information, please give me a call.

Very truly yours,

Michael H. Davis

MHD:dmk
cc: The Honorable T. Bryan McIntire

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MARYLAND ASSOCIATION OF REALTORS®

RESIDENTIAL CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.

THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF IMPROVED SINGLE FAMILY RESIDENTIAL REAL ESTATE LOCATED IN MARYLAND ONLY. *FOR OTHER TYPES OF PROPERTY INCLUDE APPROPRIATE ADDENDA.*

BROKER: Century 21 Horizon Realty Inc BRANCH OFFICE: Dundalk
OFFICE PHONE: 410-285-2510 FAX: 410 282-6048 BROKER/AGENT ID: 31876
SALES ASSOCIATE: Chuck Ruth E-Mail: ChuckRuth@mris PHONE: 410 285-2510
ACTING AS: ☐ SELLER AGENT (WHETHER "COOPERATING AGENT" OR "SELLING AGENT"); OR
☒ BUYER AGENT; OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

IN COOPERATION WITH

BROKER: RE/MAX American Dream BRANCH OFFICE:
OFFICE PHONE: 410 803-0900 FAX: 410 887-4771 BROKER/AGENT ID:
SALES ASSOCIATE: Ed Garono E-Mail: PHONE: 410 688-3707
ACTING AS: ☒ LISTING BROKER AND SELLER AGENT; OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

TIME IS OF THE ESSENCE. Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with Paragraph 22 of this Contract.

As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:01 a.m. to and including 11:59:59 p.m. E.S.T. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

1. DATE OF OFFER: 10/10/05

2. SELLER: NAME: MARY LOU DIETZ
ADDRESS: 4720 WATER PARK DR. UNIT R ZIP: 21017

3. BUYER: NAME: Dan Sawalhi & Wisam Sawalhi & Monica Sawalhi
ADDRESS: 5 Elkhart CT, Baltimore Md, ZIP: 21237

4. PROPERTY DESCRIPTION: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 12431 Belair Rd KINGSVILLE located in Baltimore ~~City~~/County, Maryland, Zip 21087 together with the improvements thereon, and all rights and appurtenances thereto belonging.

5. PURCHASE PRICE: The purchase price is two hundred sixty five thousand ——— Dollars ($ 265,000.00).

6. SETTLEMENT: Date of Settlement 11-8-05 or sooner if agreed to in writing by both parties.

7. ESTATE: The Property is being conveyed: X in fee simple or N/A subject to an annual ground rent, now existing or to be created, in the amount of N/A Dollars ($ N/A) payable semi-annually, as now or to be recorded among the Land Records of N/A City/County, Maryland. If the Property is subject to ground rent and the ground rent is not timely paid, the owner of the reversionary interest (i.e., the person to whom the ground rent is payable) may bring an action of ejectment against the leasehold owner pursuant to Section 8-402.2 of the Real Property Article, Annotated Code of Maryland (as amended).

shall be in addition to any Disclosure and Disclaimer Statement as required by Section 10-702, Real Property Article, Annotated Code of Maryland **AND** any provision(s) of any inspection contingency or contingencies addendum or addenda made a part of this Contract.

13. SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE: Neither this Contract nor the granting of Buyer's loan referred to herein is to be conditioned or contingent in any manner upon the sale, settlement and/or lease of any other real estate unless a contingency for the sale, settlement and/or lease of other real estate is contained in an addendum to this Contract. Unless this Contract is expressly contingent upon the sale, settlement and/or lease of any other real estate, Buyer shall neither apply for nor accept a financing loan commitment which is contingent upon or requires as a pre-condition to funding that any other real estate be sold, settled and/or leased.

14. BUYER RESPONSIBILITY: If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified, or fails to pursue financing diligently and in good faith, or if Buyer makes any misrepresentations in any document relating to financing, or takes (or fails to take) any action which causes Buyer's disqualification for financing, then Buyer shall be in default; and Seller may elect by written notice to Buyer, to terminate this Contract and/or pursue the remedies set forth under the **"Default"** Paragraph 16.

15. SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller and the Property conveyed free thereof.

16. DEFAULT: Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the Deposit(s) may be retained by Seller as long as a release of Deposit(s) agreement is signed and executed by all parties, expressing that said Deposit(s) may be retained by Seller. In the event the parties do not agree to execute a release of Deposit(s), Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit(s), Broker's sole responsibility may be met, at Broker's option, by paying the Deposit(s) into the court in which such litigation is pending, or by paying the Deposit(s) into the court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon Broker's payment of the Deposit(s) into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the release of the Deposit(s); and Buyer and Seller, jointly and severally, shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by Broker to file an action of interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Broker to deduct from the Deposit(s) all costs incurred by Broker in the filing and maintenance of such action of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of $500 or the amount of the Deposit(s) held by Broker. All such fees and costs authorized herein to be deducted may be deducted by Broker from the Deposit(s) prior to paying the balance of the Deposit(s) to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be the exclusive property of Broker. If the amount deducted by Broker is less than the total of all of the costs incurred by Broker in filing and maintaining the interpleader action, then Buyer and Seller jointly, and severally, agree to reimburse Broker for all such excess costs upon the conclusion of the interpleader action.

17. MEDIATION OF DISPUTES: Mediation is a process by which the parties attempt to resolve a dispute or claim with the assistance of a neutral mediator who is authorized to facilitate the resolution of the dispute. The mediator has no authority to make an award, to impose a resolution of the dispute or claim upon the parties or to require the parties to continue mediation if the parties do not desire to do so. Buyer and Seller agree that any dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract shall be mediated through the Maryland Association of REALTORS®, Inc. or its member local boards/associations in accordance with the established Mediation Rules and Guidelines of the Association or through such other mediator or mediation service as mutually agreed upon by Buyer and Seller, in writing. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees. BUYER AND SELLER FURTHER AGREE THAT THE OBLIGATION OF BUYER AND SELLER TO MEDIATE AS HEREIN PROVIDED SHALL APPLY TO ALL DISPUTES AND CLAIMS ARISING WHETHER PRIOR TO, DURING OR WITHIN ONE (1) YEAR

FOLLOWING THE ACTUAL CONTRACT SETTLEMENT DATE OR WHEN SETTLEMENT SHOULD HAVE OCCURRED. BUYER AND SELLER AGREE THAT NEITHER PARTY SHALL INITIATE OR COMMENCE ANY ACTION IN ANY COURT OR BEFORE ANY ADMINISTRATIVE AGENCY, WITHOUT FIRST SUBMITTING THE DISPUTE OR CLAIM TO MEDIATION AS HEREIN PROVIDED. IN THE EVENT BUYER AND/OR SELLER SHALL INITIATE OR COMMENCE ANY ACTION IN ANY COURT OR BEFORE ANY ADMINISTRATIVE AGENCY WITHOUT FIRST SUBMITTING THE DISPUTE OR CLAIM TO MEDIATION AS HEREIN PROVIDED, THE PARTY INITIATING OR COMMENCING SUCH ACTION AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED TO ENFORCE THE OBLIGATION AS PROVIDED HEREIN TO FIRST MEDIATE THE DISPUTE OR CLAIM BY ANY PERSON OR ENTITY WITH WHOM OR WITH WHICH THE PARTY WAS REQUIRED TO MEDIATE. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING AND SHALL NOT BE DEEMED TO HAVE BEEN EXTINGUISHED BY MERGER WITH THE DEED.

18. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows: (a) An initial Deposit(s) by way of Check in the amount of One thousand Dollars ($ 1000.00) at the time of this offer. (b) An additional Deposit(s) by way of N/A N/A in the amount of N/A Dollars ($ N/A) to be paid within N/A (N/A) days from the Date of Contract Acceptance. (c) The purchase price less any and all Deposit(s) shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement. (d) All Deposit(s) will be held in escrow by: CENTURY 21.

19. FINANCING: This Contract is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:

(Mark)
- ☐ Assumption Addendum
- ☒ Conventional Loan as follows:
  - Loan Amount $ 280,000
  - Term of Note 30 Years
  - Amortization 30 Years
  - Interest Rate 6.5 %
  - Loan Program
- ☐ FHA Financing Addendum
- ☐ Gift of Funds Contingency Addendum
- ☐ Owner Financing Addendum
- ☐ VA Financing Addendum
- ☐ OTHER:
- ☐ No Financing Contingency

20. FINANCING APPLICATION AND COMMITMENT: Buyer agrees to make written application for the financing as herein described within five (5) days from the Date of Contract Acceptance. If such written financing commitment is not obtained by Buyer within Seven (7) days from the Date of Contract Acceptance, Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the release of Deposit(s) agreement shall provide that Deposit(s) shall be returned to Buyer.

21. ALTERNATE FINANCING: Provided Buyer timely and diligently pursues the financing described in Paragraph 19 **"Financing"**; Paragraph 20 **"Financing Application and Commitment"**; and the provisions of Paragraph 14 **"Buyer Responsibility"**, Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyers sole option, obtains a written commitment for financing in which the loan amount, term of note, amortization period, interest rate, down payment or loan program differ from the financing as described in Paragraph 19 above, or any addendum to this Contract, the provision of Paragraph 19 or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in Paragraph 20 above, or any addendum to this Contract.

22. DEPOSIT(S): Buyer hereby authorizes and directs Broker as specified in Paragraph 18-d of this Contract to hold the initial Deposit(s) instrument without negotiation or Deposit(s) until the parties have executed and accepted this Contract. Upon acceptance, the initial Deposit(s) and additional Deposit(s) (the "Deposit(s)"), if any, shall be placed in escrow as provided below and in accordance with the requirements of Section 17-502(b)(1), Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial Deposit(s) instrument shall be promptly returned to Buyer. Brokers may charge a fee for establishing an interest bearing account. Buyer and Seller instruct Broker to place the Deposit(s) in: **(Mark One)**

☒ A non-interest bearing account.

OR ☐ An interest bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer.

The Deposit(s) shall be disbursed by Broker at settlement. In the event this Contract shall be terminated or settlement does not occur, Buyer and Seller agree that the Deposit(s) shall be disbursed by Broker only in accordance with a release of Deposit(s) agreement executed by Buyer and Seller. In the event Buyer and/or Seller fail to complete the real estate transaction in accordance with the terms and conditions of this Contract, and either Buyer or Seller shall be unable or unwilling to execute a release of Deposit(s) agreement, Buyer and Seller hereby acknowledge and agree that Broker may distribute the Deposit(s) in accordance with the provisions of Section 17-505(b)(1), Business Occupations and Professions Articles, Annotated Code of Maryland.

23. CONVENTIONAL LOAN LENDER FEES/CHARGES: Buyer agrees to pay loan origination/loan discount fees of 0 % of the loan amount, and Seller agrees to pay loan origination/loan discount fees of 0 % of the loan amount. Buyer shall receive the benefit of any reduction in said fees. All loan insurance premiums as required by Lender shall be paid by Buyer. If the existing loan is to be transferred to/assumed by Buyer, Buyer agrees to pay all fees and charges required by Lender.

24. INCLUSIONS/EXCLUSIONS: Included in the purchase price are all permanently attached fixtures, including all smoke detectors. Certain other **now existing items** which may be considered personal property, whether installed or stored upon the property, are included if box below is marked.

INCLUDED	INCLUDED	INCLUDED	INCLUDED
☐ Alarm System	☐ Exhaust Fan(s) # ___	☐ Pool, Equip. & Cover	☐ Trash Compactor
☐ Built-in Microwave	☐ Exist. W/W Carpet	☐ Refrigerator(s) # ___	☐ Wall Oven(s) # ___
☐ Ceiling Fan(s) # ___	☐ Fireplace Screen/Doors	☐ w/ice maker	☐ Water Filter
☐ Central Vacuum	☐ Freezer	☐ Satellite Dish	☐ Water Softener
☐ Clothes Dryer	☐ Furnace Humidifier	☐ Screens	☐ Window A/C Unit(s) # ___
☐ Clothes Washer	☐ Garage Opener(s) # ___ w/remote(s) # ___	☐ Shades/Blinds	☐ Window Fan(s) # ___
☐ Cooktop	☐ Garbage Disposer	☐ Storage Shed(s) # ___	☐ Wood Stove
☐ Dishwasher	☐ Hot Tub, Equip. & Cover	☐ Storm Doors	
☐ Drapery/Curtain Rods	☐ Intercom	☐ Storm Windows	
☐ Draperies/Curtains	☐ Playground Equipment	☐ Stove or Range	
☐ Electronic Air Filter		☐ T.V. Antenna	

ADDITIONAL INCLUSIONS (SPECIFY): Property Sold As is

ADDITIONAL EXCLUSIONS (SPECIFY): _____

25. AGENCY CONFIRMATION: Buyer and Seller each confirm that disclosure of the agency relationships as described in this Contract conforms with the agency relationships previously agreed to in writing.

26. BROKER'S FEE: All parties irrevocably instruct the settlement agent to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation.

27. BROKER LIABILITY: Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.

28. ATTORNEY'S FEES: In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including, but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator. In any action or proceeding between Buyer and Seller and/or between Buyer and Broker(s) and/or Seller and Broker(s) resulting in Broker(s) being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before the Maryland Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Broker(s) harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Broker(s) in such action or proceeding, providing that such action or proceeding does not result in a judgment against Broker(s).

As used herein, the term "Broker(s)" shall mean (a) the two (2) Brokers as identified at the top of Page 1 of this Contract; (b) the two (2) named Sales Associates as identified at the top of Page 1 of the Contract; and, (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified.

This Paragraph 28 shall apply to any and all such action(s) or proceeding(s) against Broker(s) including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Broker(s), including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Broker(s). The provision of this Paragraph 28 shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

29. NON-ASSIGNABILITY: This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.

30. LEASES: Seller may neither negotiate new leases nor renew existing leases for the Property which extend beyond settlement or possession date without Buyer's written consent.

31. PROPERTY INSURANCE:

A. RISK OF LOSS: The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and all Deposits(s) shall be disbursed in accordance with the Deposit(s) paragraph of this Contract.

B. INSURABILITY: An informational brochure published by the Maryland Association of REALTORS®, Inc. titled "The New Reality of Property Insurance – What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property to be purchased.

32. NOTICE TO THE PARTIES: BROKERS, THEIR AGENTS, SUBAGENTS AND EMPLOYEES, MAKE NO REPRESENTATIONS WITH RESPECT TO THE FOLLOWING:

A. Water quantity, quality, color, or taste or operating conditions of public and/or private water systems.

B. Location, size or operating condition of on-site sewage disposal systems.

C. The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities, should public utilities be extended or available to the subject Property. (Buyer should consult the Department of Public Works to determine the availability of proposed future extensions of utilities.)

D. Lot size and exact location: If the subject Property is part of a recorded subdivision, Buyer can review the plat upon request at the Record Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size and location through a survey by a licensed engineer or land surveyor, at Buyer's expense.

E. Existing zoning or permitted uses of the Property: Buyer should contact the Zoning Office and/or a licensed engineer to verify zoning and permitted uses.

F. Brokers/agents are not advising the parties as to certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, subdivision, environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, radium, mold spores, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), asbestos, polybutylene piping and lead-based paint. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.

G. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors.

33. SINGLE FAMILY RESIDENTIAL REAL PROPERTY DISCLOSURE NOTICE: BUYER IS ADVISED OF THE RIGHT TO RECEIVE A "DISCLOSURE AND DISCLAIMER STATEMENT" FROM SELLER (SECTION 10-702 REAL PROPERTY ARTICLE, ANNOTATED CODE OF MARYLAND).

34. NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA: Buyer is advised that all or a portion of the property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the Critical Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery and Washington Counties do not include land located in the Critical Area.

35. DEED AND TITLE: Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances, shall be executed by Seller and shall convey the Property to Buyer. Title

to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of this Contract. In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.

36. WETLANDS NOTICE: Buyer is advised that if all or a portion of the Property being purchased is wetlands, the approval of the U.S. Army Corps of Engineers will be necessary before a building permit can be issued for the Property. Additionally, the future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. For information as to whether the Property includes wetlands, Buyer may contact the Baltimore District of the U.S. Army Corps of Engineers. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of wetlands prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

37. HOMEOWNER'S ASSOCIATION: The Property is not part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act, unless acknowledged by attached addendum.

38. FOREIGN INVESTMENT TAXES-FIRPTA: Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars ($300,000.00) and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three Hundred Thousand Dollars ($300,000.00), Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.

39. AGRICULTURALLY ASSESSED PROPERTY: The Property, or any portion thereof, may be subject to an "Agricultural Land Transfer Tax" as imposed by Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland, by reason of the Property's having been assessed on the basis of agricultural use. Agricultural taxes assessed as a result of this transfer shall be paid by BUYER.

40. INTERNAL REVENUE SERVICE FILING: Buyer and Seller each agree to cooperate with the person responsible for settlement by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

41. MARYLAND NON-RESIDENT SELLER: If the Property is not the Seller's principal residence and the Seller is a non-resident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a withholding tax from the proceeds of sale may be withheld at the time of settlement except as otherwise provided by Maryland law. (See Maryland Non-Resident Seller Transfer Withholding Tax Addendum.)

42. GUARANTY FUND: NOTICE TO BUYER: BUYER IS PROTECTED BY THE REAL ESTATE GUARANTY FUND OF THE MARYLAND REAL ESTATE COMMISSION FOR LOSSES COVERED BY SECTION 17-404 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE MARYLAND CODE, IN AN AMOUNT NOT EXCEEDING $25,000 FOR ANY CLAIM.

43. HOME AND/OR ENVIRONMENTAL INSPECTION, LIMITED WARRANTY: Buyer acknowledges, subject to Seller acceptance, that Buyer is afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon a Home Inspection and/or Environmental Inspection in order to ascertain the physical condition of the Property or the existence of environmental hazards. If Buyer desires a Home Inspection and/or Environmental Inspection contingency, such contingency must be included in an Addendum to this Contract. Buyer and Seller acknowledge that Brokers, agents or subagents are not responsible for the existence or discovery of property defects. NOTICE TO BUYER: IF A WARRANTY PLAN IS BEING OFFERED WITH THE PURCHASE OF THE PROPERTY, IT MAY BE A LIMITED WARRANTY. SINCE SUCH WARRANTY PLANS DO NOT COVER STRUCTURAL DEFECTS AND MAY NOT COVER PRE-EXISTING DEFECTS, BUYER SHOULD REQUEST THE REAL ESTATE AGENT TO PROVIDE BUYER WITH ANY BROCHURE WHICH DESCRIBES THE PLAN IN ORDER TO DETERMINE THE EXTENT OF COVERAGE PROVIDED BY THE WARRANTY.

Inspection(s) Addenda Attached _____ _____ **Inspection(s) Declined** D.S. W.S M.S D.S MS W.S
BUYER **BUYER** **BUYER** **BUYER**

44. LEAD-BASED PAINT HAZARDS:

A. FEDERAL LEAD-BASED PAINT LAW: Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Act), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A Seller of pre-1978 housing is required to disclose to Buyer, based upon Seller's actual knowledge, all known lead-based paint hazards in the Property and provide Buyer with any available reports in the Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. Seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by Buyer, Seller is required to provide Buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead- Based Paint and Lead-Based Paint Hazards" form. **Seller is required under the Act to provide Buyer with a ten (10) day time period (or other mutually agreeable time period) for Buyer, at Buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless Buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. Notwithstanding the right of the Buyer under the Act to conduct a risk assessment inspection for presence of lead-based paint and/or lead-based paint hazards, Seller is not required by the Act to permit Buyer, and Buyer shall have no right, to rescind this Contract based upon the results of such inspection, even if the inspection reveals the presence of lead-based paint and/or lead-based paint hazards within the Property, unless otherwise provided in a written addendum to this Contract. (If applicable, see Lead-Based Paint Hazard Inspection Addendum.) Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement. A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.** Seller represents and warrants to Buyer, Broker(s), Broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that the property: **(Seller to initial applicable line):** MSL was constructed prior to 1978 OR _____ was not constructed prior to 1978 OR _____ the date of construction is uncertain. If the Property was constructed prior to 1978 or if the date of construction is uncertain, as indicated by Seller's initial above, Buyer and Seller mutually agree that the requirements of the Act shall apply to the sale of the Property. Buyer and Seller acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility. Buyer and Seller agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Buyer and Seller. Buyer and Seller represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Seller acknowledge by their respective initials below that they have read and understand the provisions of this Paragraph.

D.S W.S M.S **(BUYER)** D.S M.S **(BUYER)** MSL **(SELLER)** _____ **(SELLER)**

B. MARYLAND LEAD POISONING PREVENTION PROGRAM: If the Property was constructed prior to 1950 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer acknowledges that Buyer shall be required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to

rental property as required by the Maryland Lead Poisoning Prevention Program (the *"Maryland Program"*). *Buyer* shall be responsible for full compliance *under the Maryland Program, including* but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants as well as the requirements of qualified offers.

_____(BUYER) _____(BUYER)

C. REGISTERED PROPERTY **(Applicable only in the event the Property is already registered under the Maryland Program)**: *Under the Maryland Lead Poison Prevention Program* (the "Maryland Program"), any residential dwelling constructed prior to 1950 is required to be registered in the Maryland Program. Any residential dwelling constructed between 1950 and 1978 may be registered in the Maryland Program at the election of the owner. If the Property is required to be registered or has been registered under the Maryland Program at the election of the owner, the Property is deemed to be "Affected Property" under the Maryland Program. Seller hereby advises Buyer that the Property is an Affected Property as defined under the Maryland Program. Seller further discloses to Buyer that an event ***(initial applicable line)*** _____ has; or _____ has not occurred which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred which obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:_____

_____

_____

If such event has occurred, Seller ***(initial applicable line)*** _____ will; or _____ will not perform the required treatment prior to transfer of title of the Property to Buyer.

_____(BUYER) _____(BUYER)

45. FOREST CONSERVATION AND MANAGEMENT PROGRAM: *Buyer is hereby notified* that this transfer may be subject to the Forest Conservation and Management Program imposed by Section 8-211 et seq. of the Tax-Property Article, Annotated Code of Maryland. Forest Conservation/Management program taxes assessed as a result of this transfer shall be paid by the Seller.

46. FOREST CONSERVATION ACT NOTICE: If the Property is a tract of land 40,000 square feet or more in size, *Buyer is notified* that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Buyer will be required to comply with the provisions of the Maryland Forest Conservation Act imposed by Section 5-1601, et seq. of the Natural Resources Article, Annotated Code of Maryland, including, among other things, the *submission and acceptance of a* Forest Stand Delineation and a Forest *Conservation Plan for* the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to this Contract, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, *Seller represents and warrants that no activities* have been undertaken on the Property by Seller in violation of the Forest Conservation Act.

47. ADDENDA: The Addenda marked below, which are hereby attached, are made a part of this Contract:

- ☒ *Affiliated Business Disclosure Notice*
- ☒ Cash/Conventional Financing Appraisal Contingency Addendum
- ☐ Condominium Resale
- ☐ *Disclosure of Licensee Status*
- ☐ First-Time Maryland Home Buyer Transfer & Recordation Tax Addendum
- ☐ Homeowners Association Notice
- ☐ Kickout Addendum
- ☐ Lead-Based Paint Hazard Inspection
- ☐ Lead-Based Paint and Lead-Based Hazards Disclosure of Information
- ☐ Local City/County Certifications/Registrations
- ☐ Local City/County Notices/Disclosure
- ☐ Maryland Non-Resident Seller Transfer Withholding Tax
- ☐ Mold Inspection
- ☒ Notice to Buyer – Maryland Residential Real Property Disclosure/Disclaimer Act
- ☐ On-Site Sewage Disposal System Inspection
- ☐ Property Inspections
- ☐ *Purchase Price Escalation*
- ☐ Sale, Financing, Settlement or Lease of Other Real Estate
- ☐ Seller's Purchase of Another Property
- ☐ *Third Party Approval*
- ☐ Water Quality Addendum

☐ *Other Addenda/Special Conditions:* _____

48. PARAGRAPH HEADINGS: The Paragraph headings of this Contract are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

49. ENTIRE AGREEMENT: This Contract and any Addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and, if permitted as herein provided, assigns. Once signed, the terms of this Contract can only be changed by a document executed by all parties. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

50. ELECTRONIC DELIVERY: The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by telefax or telecopier transmittal.

Buyer's Signature	10/10/05 Date	Seller's Signature	10/12/05 Date
Buyer's Signature	10/10/05 Date	Seller's Signature	Date

DATE OF CONTRACT ACCEPTANCE: _____

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NOTICE TO PURCHASER OF PURCHASER'S RIGHTS UNDER MARYLAND'S PROPERTY DISCLOSURE LAW

ADDENDUM NUMBER 1 TO CONTRACT DATED
BUYER: Dan Sawalhi & Wisan Sawalhi & Maurice Sawalhi
SELLER: Mary Lou Dietz
PROPERTY: 12431 Belair Rd, Kingsville Md, 21087

NOTE: This notice does not apply to: (1) The initial sale of single family residential real property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installment contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

SECTION 10-702 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND ("SECTION 10-702") REQUIRES THAT SELLERS OF SINGLE FAMILY RESIDENTIAL PROPERTY PROVIDE YOU, THE PURCHASER, ON OR BEFORE ENTERING INTO A CONTRACT OF SALE, EITHER:

(A) A WRITTEN PROPERTY CONDITION DISCLOSURE STATEMENT LISTING ALL DEFECTS OR INFORMATION OF WHICH THE SELLER HAS ACTUAL KNOWLEDGE IN RELATION TO THE FOLLOWING:

- (i) WATER AND SEWER SYSTEMS, INCLUDING THE SOURCE OF HOUSEHOLD WATER, WATER TREATMENT SYSTEMS, AND SPRINKLER SYSTEMS;
- (ii) INSULATION;
- (iii) STRUCTURAL SYSTEMS, INCLUDING THE ROOF, WALLS, FLOORS, FOUNDATION, AND ANY BASEMENT;
- (iv) PLUMBING, ELECTRICAL, HEATING, AND AIR CONDITIONING SYSTEMS;
- (v) INFESTATION OF WOOD-DESTROYING INSECTS;
- (vi) LAND USE MATTERS;
- (vii) HAZARDOUS OR REGULATED MATERIALS, INCLUDING ASBESTOS, LEAD-BASED PAINT, RADON, UNDERGROUND STORAGE TANKS, AND LICENSED LANDFILLS;
- (viii) ANY OTHER MATERIAL DEFECTS KNOWN TO THE SLLER; AND
- (ix) WHETHER THE SMOKE DETECTORS WILL PROVIDE AN ALARM IN THE EVENT OF A POWER OUTAGE; OR

(B) A WRITTEN DISCLAIMER STATEMENT PROVIDING THAT:

- (i) THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE REAL PROPERTY OR ANY IMPROVEMENTS ON THE REAL PROPERTY; AND
- (ii) THE PURCHASER WILL BE RECEIVING THE REAL PROPERTY "AS IS" ALL DEFECTS THAT MAY EXIST, EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT.

AT THE TIME THE DISCLOSURE OR DISCLAIMER STATEMENT IS DELIVERED TO YOU, YOU ARE REQUIRED TO DATE AND SIGN A WRITTEN ACKNOWLEDGEMENT OF RECEIPT, WHICH SHALL BE INCLUDED IN OR ATTACHED TO THE CONTRACT.

YOU ARE HEREBY NOTIFIED THAT, IN CERTAIN CIRCUMSTANCES, YOU HAVE THE RIGHT TO RESCIND YOUR CONTRACT WITH THE SELLER IF THE SELLER FAILS TO DELIVER TO YOU THE WRITTEN PROPERTY CONDITION DISCLOSURE OR DISCLAIMER STATEMENT. SECTION 10-702 PROVIDES THAT A PURCHASER WHO DOES NOT RECEIVE THE DISCLOSURE OR DISCLAIMER STATEMENT ON OR BEFORE ENTERING INTO THE CONTRACT HAS THE UNCONDITIONAL RIGHT, UPON WRITTEN NOTICE TO THE SELLER OR SELLER'S AGENT:

Property 12431 Belair Rd. Kingsville Md. 21087

(i) TO RESCIND THE CONTRACT AT ANY TIME BEFORE THE RECEIPT OF THE DISCLOSURE OR DISCLAIMER STATEMENT OR WITHIN 5 DAYS FOLLOWING RECEIPT OF THE DISCLOSURE OR DISCLAIMER STATEMENT; AND

(ii) TO THE IMMEDIATE RETURN OF ANY DEPOSITS MADE ON ACCOUNT OF THE CONTRACT.

YOUR RIGHT TO RESCIND THE CONTRACT UNDER SECTION 10-702 TERMINATES IF NOT EXERCISED BEFORE MAKING A WRITTEN APPLICATION TO A LENDER FOR A MORTGAGE LOAN, IF THE LENDER DISCLOSES IN WRITING AT OR BEFORE THE TIME APPLICATION IS MADE THAT THE RIGHT TO RESCIND TERMINATES ON SUBMISSION OF THE APPLICATION; OR WITHIN FIVE DAYS FOLLOWING RECEIPT OF A WRITTEN DISCLOSURE FROM A LENDER WHO HAS RECEIVED YOUR APPLICATION FOR A MORTGAGE LOAN, IF THE LENDER'S DISCLOSURE STATES THAT YOUR RIGHT TO RESCIND TERMINATES AT THE END OF THAT FIVE DAY PERIOD.

YOUR RIGHTS AS A PURCHASER UNDER SECTION 10-702 MAY NOT BE WAIVED IN THE CONTRACT AND ANY ATTEMPTED WAIVER IS VOID. YOUR RIGHTS AS THE PURCHASER TO TERMINATE THE CONTRACT UNDER SECTION 10-702 ARE WAIVED CONCLUSIVELY IF NOT EXERCISED BEFORE:

(i) CLOSING OR OCCUPANCY BY YOU, WHICHEVER OCCURS FIRST, IN THE EVENT OF A SALE; OR

(ii) OCCUPANCY, IN THE EVENT OF A LEASE WITH OPTION TO PURCHASE.

THE INFORMATION CONTAINED IN THE PROPERTY CONDITION DISCLOSURE STATEMENT IS THE REPRESENTATION OF THE SELLER AND NOT THE REPRESENTATION OF THE REAL ESTATE BROKER OR SALESPERSON, IF ANY. THE SELLER IS NOT REQUIRED TO UNDERTAKE OR PROVIDE AN INDEPENDENT INVESTIGATION OR INSPECTION OF THE PROPERTY IN ORDER TO MAKE THE DISCLOSURES REQUIRED BY SECTION 10-702. THE SELLER IS NOT LIABLE FOR AN ERROR, IN ACCURACY OR OMISSION IN THE DISCLOSURE STATEMENT IF THE ERROR, IN ACCURACY OR OMISSION WAS BASED UPON INFORMATION THAT WAS NOT WITHIN THE ACTUAL KNOWLEDGE OF THE SELLER; OR WAS PROVIDED TO THE SELLER BY A THIRD PARTY.

YOU HAVE THE RIGHT TO OBTAIN PROFESSIONAL ADVICE ABOUT THE PROPERTY OR OBTAIN AN INSPECTION OF THE PROPERTY.

THE UNDERSIGNED PURCHASER(S) ACKNOWLEDGES RECEIPT OF THIS NOTICE ON THE DATE INDICATED BELOW AND ACKNOWLEDGES THAT THE REAL ESTATE LICENSEE NAMED BELOW HAS INFORMED THE PURCHASER OF THE PURCHASER'S RIGHTS AND OBLIGATIONS UNDER SECTION 10-702.

Buyer's Signature	Date 10/10/05	Seller's Signature	Date 10/12/05
Buyer's Signature	Date 10/10/05	Seller's Signature	Date
Agent's Signature	Date 10/10/05		

This form is prepared for the sole use of the following Board/Associations of REALTORS® and their members. Each Board/Association, its members and employees, assume no responsibility if this form fails to protect the interests of any party.
Each party should secure its own legal, tax, financial or other advice.
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GENERAL ADDENDUM TO CONTRACT OF SALE

FOR USE WITH THE MARYLAND ASSOCIATION OF REALTORS® RESIDENTIAL CONTRACT OF SALE FORM

Addendum Number 2 to Contract of Sale (the "Contract") dated _____

Buyer(s)/Tenant(s): Don Sawalhi & Wisam Sawalhi & Maurice Sawalhi

Seller(s)/Owner(s): Mary Lou Dietz

Property: 12431 Belair Rd. 21087

1. LEGAL REQUIREMENT: A Contract for the sale of real property is required to be in writing to be enforceable under the laws of the State of Maryland. Once signed by the parties, the Contract becomes a legally binding agreement. The original terms of the Contract can only be altered thereafter with the agreement of the parties expressed in writing. All parties have the right to be represented by an attorney and are encouraged to seek competent advice if they do not understand any term(s) of the Contract. The broker/agent is required to promptly submit all written Contract offers to the Seller.

2. INTENDED USE: The use of a particular property may be limited or restricted as a result of zoning laws, local ordinances and/or restrictive covenants applicable to the property. The Contract of Sale form provided by the broker/agent is designed and intended for use only in the purchase and sale of single-family residences or unimproved residential property. If Buyer intends to use a property for any other purpose, the standard Contract of Sale form may not adequately serve to protect Buyer's interests without the addition of an appropriate clause or addendum conditioning the Contract offer upon a determination that Buyer's intended use of the Property will be permitted.

3. SETTLEMENT: All persons to be in title and/or responsible where a mortgage is to be created should be present at the time of settlement and may be required to provide proper identification. Prior to settlement, a lender normally requires that Buyer obtain and provide a fully paid homeowner's insurance policy, a termite inspection report, and various certifications which may be applicable to improved properties. Buyer should be prepared at the time of settlement to pay the settlement costs and the balance due under the Contract. Buyer must provide cash, wired funds, bank check or certified check for amounts to be paid at settlement. In some cases, Seller may be required to provide funds in excess of the sales proceeds in order for settlement to occur, in which event, Seller also should be prepared to make payment in an approved form. Any party uncertain of the amount required at settlement should make inquiry of the title company or settlement attorney prior to settlement. Buyer should establish gas, electric and water service in Buyer's name commencing the day of settlement.

4. GROUND RENT: If a Property is subject to an existing ground rent as provided in a lease recorded among the Land Records, or if a ground rent is to be created, Seller will make those disclosures required by law by an appropriate additional clause or addendum to the Contract.

5. RENTAL: If any portion of the Property is to be rented to tenants by Buyer, the local government may require that the Property be registered prior to any rental and a yearly registration fee may be assessed by the local government. You may call the appropriate government office for further information. If the Property is now or has been rented to tenants, local laws may give the tenants certain rights to purchase the Property. These rights are set forth in the Contract. Effective October1, 1994, certain disclosures are required regarding the presence of lead paint in certain rental properties.

6. PROPERTY LOCATED IN BALTIMORE CITY: Tenant's Right of First Refusal: If the property is, or has been, within six (6) months of the date hereof, a single family residential rental dwelling in Baltimore City, Maryland, the validity of the Contract is contingent upon compliance with the provisions of Title 13, Subtitle 6 of the Baltimore City Code (2004 Edition, as amended). **Transfer Certificate:** The zoning ordinance of Baltimore City, Subtitle 5 of the Baltimore City Code, 2005 Edition, regulates that every person who sells property in Baltimore City (other than a 1 or 2 family dwelling) shall attach to the Contract or instrument of conveyance, a Transfer Certificate issued by the Baltimore City Zoning Administration.

7. EQUAL HOUSING OPPORTUNITY: A REALTOR® is required by federal, state and local law, and the Code of Ethics of the National Association of REALTORS® to treat all parties in a non-discriminatory manner without regard to race, color, creed, age, religion, national origin, sex, marital status, familial status, physical or mental disability, occupation, sexual orientation or preference, or other protected classifications under Fair Housing Laws.

8. HOMEOWNER ASSOCIATIONS/CONDOMINIUMS: If a Property is part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowners Association Act, and/or a condominium unit, Seller will make the required disclosures by an appropriate addendum to the Contract.

9. COVENANTS AND RESTRICTIONS AFFECTING PROPERTY: A majority of homes, whether new or re-sale, located in a subdivision are subject to certain restrictions applicable to the use of the Property as well as the construction of certain improvements to the Property. Such restrictions are referred to as covenants and, in the case of Property subject to a Homeowners Association or Condominium Association, the covenants are contained in a Declaration of Covenants and Restrictions as well as the Bylaws of the Association. However, many properties are also subject to covenants even though the Property is not subject to a Homeowners Association or Condominium Association. Buyers are encouraged to inquire as to any covenants and restrictions which may be applicable to the Property which is being considered for purchase.

10. PRIVATE AGREEMENTS: Some communities may be subject to agreements, covenants or restrictions relating to the cost of certain maintenance items, restricting the use of properties or dealing with other matters. For example, properties sharing a driveway are often subject to such agreements. These private agreements do not fall within the required disclosures of HOA or condominium laws and may or may not be recorded. Buyer should make inquiries of Seller prior to or at the time of Contract.

11. WETLANDS, WATERWAYS AND/OR FLOOD PLAINS: Buyer is advised that, if all or a portion of the Property has wetlands and/or waterways or is located in a designated flood plain, the approval of the U.S. Army Corps of Engineers (the "Corps"), the Maryland Department of Natural Resources and other federal, state or local agencies may be necessary before a building permit for either new construction or expansion or improvement of the Property can be issued. Additionally, the future use of existing improved property may be restricted due to the presence of waterways, wetlands, and/or flood plains. Information as to wetlands, waterways and/or flood plains can be obtained from the District Office of the Corps at (410) 962-3670, the Maryland Department of Natural Resources at (410) 974-3841 or the Office of Planning and Zoning of the county or city in which the Property is situated. The Buyer expressly assumes the risk that the Property may be subject to restrictions due to the presence of waterways, wetland, and/or flood designations.

12. REFORESTATION: (Note: Applicable to property containing 40,000 or more square feet of land.) Buyer is hereby advised that if Buyer intends to apply for subdivision or site plan approval or a grading or sediment control permit upon the Property, applicable City or County law may require as a condition of such approval that Buyer submit plans acceptable to the City/County for establishing new tree cover, planting trees to replace forest which has been recently removed, and conserving the cutting and clearing of trees in accordance with applicable laws and regulations.

13. CHESAPEAKE BAY CRITICAL AREA: If all or a portion of a Property is located within 1,000 feet of tidal waters of the Chesapeake Bay, there may be restrictions on the use and/or development of the Property. Additional information regarding the Chesapeake Bay Critical Areas is available from the Critical Areas Program established by the local government of each county in Maryland and Baltimore City.

14. BWI AIRPORT NOTICE: Some properties may be located in the Baltimore/Washington International Airport Noise Zone. A Buyer desiring to obtain a copy of Noise Zone Maps may do so by calling the BWI Noise and Abatement Office at (410) 859-7021. Information regarding the location of other airports and their operations may be obtained by calling the local zoning office for the area in which the Property is located.

15. INSURANCE: Buyer acknowledges that, as a condition of making a mortgage loan, lenders may require proof of hazard insurance coverage and may also require flood insurance coverage.

16. PROPERTY CONDITION (HOME INSPECTION): If the appropriate contingency is included in the Contract, home inspection firms may be employed to inspect the condition of the Property, including central heating and cooling systems and components, plumbing and electrical systems and components, the roofing, exterior and interior walls, ceilings and floors, foundation and/or basement (including chronic water penetration). If the Property is part of a condominium, Buyer's rights include access to the common areas to perform the inspection.

17. PRIVATE WATER AND SEWAGE SYSTEMS: Many properties are serviced by wells and/or private water and/or sewage systems. Local laws or lenders may require various tests and/or inspections. If the Property is serviced by any such system, this should be addressed by a separate addendum to the Contract.

18. ENVIRONMENTAL CONSIDERATIONS; HAZARDOUS MATERIALS: There are many hazardous materials that could affect a Property. The Brokers and their agents will generally have no knowledge of these hazardous materials and do not have the technical expertise to ascertain or advise you of the presence or significance of these hazardous materials. Buyer has the right to request, as a condition of an offer and, subject to acceptance by the Seller, the employment of a specialist of Buyer's choice to provide an analysis of hazardous materials which may be present. Hazardous materials inside the home can include, but are not limited to, cleaning chemicals, paint, asbestos, radon, lead paint, petroleum products, lawn and garden chemicals and indoor air pollutants that can accumulate. Hazardous materials outside the home can include, but are limited to, those found in contaminated land, water, landfills and other disposal sites, industrial air and water emissions, radiation from high tension wires, and those which may be present in underground storage tanks. Generally, additional information pertaining to these materials is available from the Maryland Department of the Environment (MDE) at (410) 537-3000.

19. FIRE-RETARDANT TREATED PLYWOOD: The use of fire-retardant treated (FRT) plywood as roof sheathing may result in the loss of wood strength through thermal degradation. The extent of such degradation depends upon the particular fire-retardant treatment used as well as the temperature levels and the degree of moisture present in the roof and attic systems. Additional information regarding FRT plywood is available from the National Association of Homebuilders at (800) 368-5242. For information as to whether a Property was constructed with FRT plywood, Buyer may contact the local Department of Building Inspections and Permits and/or request that a home inspector determine the condition of FRT plywood if present.

20. RADON: The MDE and the U.S. Environmental Protection Agency (EPA) have found levels of naturally occurring radon in some areas of Maryland that exceed the levels considered acceptable by the EPA. Studies have shown that extended exposure to high levels of radon can adversely affect your health. Radon testing firms in the area have special equipment to detect elevated levels of radon on a Property. They can also recommend actions to be taken to decrease concentrations of radon to an acceptable level. Buyer is advised to contact the Center for Radiological Health at the MDE at (410) 537-3000 for further information on radon.

21. LEAD PAINT: The MDE has found that many homes built before 1978 contain lead paint, the ingestion of which can be particularly dangerous. The potential dangers of lead paint may be greatly exacerbated by repairs and renovations performed without the assistance of a qualified lead paint removal specialist. Buyer is advised to contact the Lead Paint Poisoning Prevention Division of the MDE at (410) 537-3000 for further information on lead paint. Specialists are available to determine if lead paint has been used in a Property. In some cases, lead paint inspection may be mandatory.

22. ASBESTOS: Asbestos has been used in residential property for insulation, fireproofing, acoustical, decorative and other purposes. Common uses of asbestos include insulation around boilers and pipes, surfacing material, ceiling and floor tiles, roofing material, wallboard, and cement pipe. Improper handling or removal of asbestos during renovations or repairs may damage the asbestos and cause asbestos particles to become airborne, potentially causing health risks. Buyer is advised to contact the MDE at (410) 537-3000 for further information on asbestos.

23. AVAILABILITY OF LIMITED WARRANTY: A Limited Warranty may be available for purchase through a Broker. Such a Limited Warranty may provide, subject to the terms and conditions of the Limited Warranty, compensation in the event certain named components and/or appliances become inoperable or fail during a specified period of time (usually one year from settlement).

24. NEWLY CONSTRUCTED RESIDENCES: a) New Home Warranty Plan: If a Property is a newly constructed dwelling, Maryland law requires that Seller/Builder provide Buyer with a written statement concerning the presence or absence of a New Home Warranty (addendum will be attached); b) Insulation: Seller/Builder must inform Buyer of the location, type and thickness (R Factor) of insulation used in the walls and roof of the newly constructed residence; c) Water/Sewer Service: a Property may be subject to a fee or assessment which purports to cover or defray the cost of installing or maintaining all or part of the public water or waste water facilities serving a subdivision. This fee or assessment may be payable annually. Seller will provide Buyer with a detailed written disclosure of the amount of the fee, the duration of the fee, and any right to prepay or discount the fee.

25. CERTIFICATIONS: Depending upon the type of mortgage applied for by Buyer, lenders may require certain certifications that relate to a Property or require inspections/appraisals that certify that a Property is free of specific hazards or conditions.

26. FHA PREPAYMENT: FHA regulations specify that if the loan is paid in full on the first day of a month, interest for that month is not payable, but if the loan is paid in full on any day other than the first day of a month, interest may be payable through the end of that month.

27. NOTICES/FAX TRANSMISSIONS: Unless otherwise provided herein or in another Addendum, any notice to Buyer shall be effective when delivered to Buyer or an agent of Buyer, and any notice to Seller shall be effective when delivered to Seller or an agent of Seller. Notices under the Contract shall be in writing, and may be hand-delivered, mailed or transmitted by an electronic medium which produces a tangible copy, such as telecopier (fax). A telecopy of a signed offer, acceptance, addendum or notice shall be deemed the equivalent of the original document. While not required, it is suggested that documents with original manual signatures of the parties be forwarded to Buyer and Seller in accordance with the Contract.

10/10/05	M. Savath	(SEAL)
Date	Buyer(s)/Tenant(s)	
10/10/05		(SEAL)
Date	Buyer(s)/Tenant(s)	
10/12/05		(SEAL)
Date	Seller(s)/Owners(s)	
		(SEAL)
Date	Seller(s)/Owners(s)	

This form has been prepared for the sole use of the following Boards/Associations of REALTORS® and their members. Each Board/Association, including its members and employees, assumes no responsibility if this form fails to protect the interests of any party. Each party should seek its own legal, tax, financial and other advice.

The Greater Baltimore Board of REALTORS®, Inc.
Carroll County Association of REALTORS®, Inc.
Harford County Association of REALTORS®, Inc.
Howard County Association of REALTORS®, Inc.

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BALTIMORE COUNTY NOTICES AND DISCLOSURES ADDENDUM
(For use with Maryland Association of REALTORS® Residential Contract of Sale)

ADDENDUM NUMBER 3 **dated** 10/10/05 **to CONTRACT OF SALE (the "Contract") dated** _____

BUYER: Ann Sawalhi & Wisam Sawalhi & Munrice Sawalhi

SELLER: Mary Lou Dietz

PROPERTY: 12431 Belair Rd 21087

1. **MASTER PLAN:** Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by provisions of the current Baltimore County Master Plan. You may wish to review the Master Plan. To become fully informed of current and future land use plans, facilities plans, public works plans or school plans, you should consult the appropriate Baltimore County agency for information regarding such plans. For further information contact Baltimore County Office of Planning at 410-887-3211, 401 Bosley Avenue, Suite 406, Towson, Maryland, 21204.

Buyer acknowledges that Seller has informed Buyer that (a) the Property may be affected by provisions of the Master Plan and that Buyer may wish to review the Master Plan, and (b) in order to become fully informed of current and future land use plans, facilities plans, public works plans, school plans, or other plans affecting the Property or locality, Buyer should consult the appropriate state, Baltimore County or other authorities for information regarding such plans.

Buyer's Signature _____ Buyer's Signature _____

2. **DEVELOPMENT PLAN:** Buyer is hereby advised that the Property, or the area in which the Property is located, may be affected by the provisions of a development plan. To become fully informed of any current development plan affecting the Property, and in order to have an opportunity to review such development plan, Buyer should contact the appropriate Baltimore agency. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.

3. **PANHANDLE LOTS:** Buyer is hereby advised that if the Property is a panhandle lot (as defined in Section 32-4-101 of the Baltimore County Code), the County is not responsible for maintaining the road, removing snow, or providing trash collection along the panhandle driveway. For further information, contact Baltimore County Department of Permits and Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.

4. **AGRICULTURAL OPERATIONS:** If the Property is located in, or within five hundred feet (500') of an R.C. 4 zone, Buyer is hereby advised that the Property may be subject to inconvenience or discomforts arising from agricultural operations, including, but not limited to: operation of machinery of any kind (including aircraft) during any 24-hour period; the storage and disposal of manure; and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Baltimore County shall not consider an agricultural operation to be a public or private nuisance if the operation complies with all federal, state or county health and zoning requirements and is not being conducted in a negligent manner. For further information, contact Baltimore County Department of Permits & Development Management at 410-887-3353, 111 W. Chesapeake Avenue, Towson, Maryland, 21204.

5. **BALTIMORE COUNTY TRANSFER TAX EXEMPTION FOR OWNER-OCCUPIED RESIDENTIAL PROPERTY:** Buyer and Seller are hereby advised that the Baltimore County Transfer Tax does not apply to the first Twenty-Two Thousand Dollars ($22,000.00) of consideration payable for residentially improved **owner-occupied** real property. Under Baltimore law, the Buyer will receive the full benefit of this exemption, unless the Seller pays all Baltimore County transfer taxes, in which case the Seller will receive the benefit. **(initial)** _____Seller agrees to pay all Baltimore County transfer taxes.

6. **NOTICE TO BUYER – PRIVATE SEWER AND/OR WATER SUPPLY SYSTEM:** Seller hereby discloses that the Property is yes or is not_____ *(Seller to initial applicable provision)* served by a private sewer system and/or is yes or is not_____ *(Seller to initial applicable provision)* served by a private water supply system.

7. **PUBLIC WATER OR SEWER FACILITIES; NOTICE TO BUYERS OF REAL ESTATE IN BALTIMOR COUNTY:** The Property is subject to a fee or assessment charged under the authority granted to developer pursuant t Section 32-4-310 of the Baltimore County Code, which purports to cover or defray the cost of installing all or part of th public water or sewer facilities constructed by the developer of the subdivision know as_____. This fee or assessment i $_____ NONE payable annually in the month of _____ t _____(name and address) (hereinafter called "lienholder") until _____. There may be a right of prepayme or discount for early payment which may be ascertained by contacting the lienholder. The fee and assessment is contractual obligation between the lienholder and each owner of the Property, that runs with the land, and is not in an way, a fee or assessment of Baltimore County.

8. **NOTICE TO BUYER: PRIVATE WATER SUPPLY/WELL:** (a) If the Property is served by, or intended t be serviced by, a private water supply, attach separate Baltimore County Well Water Notice and Addendum (GBBR for 1451).

(b) **ELEVATED LEVELS OF NATURALLY OCCURRING RADIUM:** Buyer is notified that Baltimore Count Department of Environmental Protection and Resource Management has advised that, as a result of a water quality survey elevated levels of naturally occurring radium and uranium have been found in some wells located in the Baltimore Gneis formation. Properties serviced by public water are not impacted. Property Owners in the affected area will be required t test new and replacement wells and, if applicable, install a treatment system (water softener or reverse osmosis), prior t being granted a Certificate of Potability and putting the well into use. There are no regulations that require private owner of existing private wells to meet US EPA drinking water standards for radioactivity. Buyer of property served by privat water supply will be provided with the brochure entitled 'Radionuclides & Your Well Water: A Homeowner's Guide. For a copy of a general map of Baltimore County showing the potentially affected areas or for further information, Buye should contact the Baltimore County Department of Environmental Protection and Resource Management at 410-887 2762.

Buyer to initial:

_____ **If property is served by private water supply, Buyer acknowledges receipt of the brochure entitled "Radionuclides & Your Well Water: A Homeowner's Guide"**

9. **NOTICE TO BUYER – HOUSE REMOVED FROM FLOOD PLAINS:** Seller hereby discloses to Buyer that the house, building or structure which is the subject of the Contract, has_____ or has not_____ *(Seller to initial applicable provision)* been removed from a 100-year flood plain located in Baltimore County.

10. **HISTORIC OR LANDMARK PROPERTY:** Seller hereby discloses to Buyer that the Property is_____ or is not_____ *(Seller to initial applicable provision)* located within a historic district under the Baltimore County Code or does_____ or does not_____ *(Seller to initial applicable provision)* appear on the Baltimore County preliminary landmarks list or final landmarks list. **Buyer acknowledges that if the Property is located within a historic district or appears on either the Baltimore County preliminary or final landmarks list, Buyer's use of the Property shall be subject to the provision of the Baltimore County Code. For further information, contact the Baltimore County Office of Planning at (410) 887-3211, 401 Bosley Avenue, Suite 406, Towson, Maryland 21204.**

11. **RENTAL HOUSING LICENSE – BALTIMORE COUNTY:**

(A) In Baltimore County, a property owner may not rent a dwelling unit located in a Pilot Program Area(s) unless the property owner first applies for and is issued a license by the Baltimore County Department of Permits and Development Management for each dwelling unit located in a Pilot Program Area(s) in accordance with Sections 18-101 through 18-113, Article IV, Rental Housing Licenses – Pilot Program, Title 18. Housing, of the Baltimore County Code, 1988, as amended.

PROPERTY 12431 Belair Rd. 21087

(B) The Pilot Program Area(s) are defined as follows:
(1) The area known as Hawthorne Park, bounded by the following streets and roads: Eastern Boulevard, Vol Avenue, Dark Head Road, East Kingston Park Lane, Kingston Road, West Kingston Park Lane, Kingstc Park Lane – West, Locust Grove Road, Waters Watch Court, Whitehorn Way and Hawthorne Road;
(2) The area known as Middlesex, bounded by the following streets and roads: Eastern Boulevard, Stemme Run Road, Middlesex Road and Orville Road;
(3) The area known as Colgate, bounded by the following streets and roads: Rolling Hill Road; Eastern Avenu and North Point Boulevard;
(4) The area known as St. Helena, bounded by the following streets and roads: Dundalk Avenue, Dunhill Roa the Baltimore City boundary line; and Oak Avenue; and
(5) The area known as Old Dundalk, bounded by the following streets and roads: Dundalk Avenue, York Wa and Belclare Road.

(C) In the event a dwelling located in a Pilot Program Area(s) is sold or a change of ownership of the dwellin occurs, the new property owner is required to notify the Baltimore County Department of Permits an Development Management of the change of ownership.

(D) A person who violates any provision of the Baltimore County Code as cited above is subject to a civil penalty u to $200.00 per day. A property owner who rents a dwelling in a Pilot Program Area(s) without the require license is subject to a civil penalty of $1,000.00

BUYER	DATE 10/10/05
BUYER	DATE 10/10/05
SELLER	DATE 10/12/05
SELLER	DATE

This form has been prepared for the sole use of the following Boards/Associations of REALTORS® and their members. Each Board/Association, including it members and employees, assumes no responsibility if this form fails to protect the interests of any party. Each party should seek its own legal, tax, and financial or other advice.

The Greater Baltimore Board of REALTORS®, Inc. Harford County Association of REALTORS®, Inc.
Carroll County Association of REALTORS®, Inc. Howard County Association of REALTORS®, Inc.

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MARYLAND ASSOCIATION OF REALTORS®

CASH/CONVENTIONAL FINANCING APPRAISAL CONTINGENCY ADDENDUM

ADDENDUM # 4 dated 10/10/05 to Contract of Sale offer dated _____

between Buyer Dan Sawalhi & Wisam Sawalhi & Maurice Sawalhi

and Seller Mary Lou Dietz

for Property known as 12431 Belair Rd. 21087

The Contract is contingent upon Buyer's obtaining an appraisal of the Property. The appraisal will be at Buyer's expense and will be performed by a Maryland licensed appraiser. The appraisal shall be ordered by Buyer within five (5) days of the Date of Contract Acceptance.

1. If the appraised value of the Property is less than the Purchase Price as set forth in the Contract, Buyer shall notify Seller, in writing, of such fact within ten (10) days from receipt of the written appraisal and shall include a copy of the written appraisal. The written notice from Buyer to Seller shall state whether: A) Buyer elects to proceed to purchase the Property notwithstanding the appraised value of the Property; OR B) Buyer requests the Seller reduce the Purchase Price to the appraised value. In the event Buyer notifies Seller of Buyer's election to proceed to purchase the Property notwithstanding the appraised value, the Contract shall remain in full force and effect and Seller shall have no obligation, right or election as provided in Paragraphs 2 or 3 of this Addendum.

2. Upon receipt of the written notice from Buyer of Buyer's request to reduce the Purchase Price to the appraised value, Seller, at Seller's election and upon written notice to Buyer not later than five (5) days following receipt by Seller of the written notice from Buyer, may either: A) agree to reduce the Purchase Price to the appraised value of the Property, in which event the Contract shall remain in full force and effect; OR B) decline to reduce the Purchase Price to the appraised value.

3. If Seller declines to reduce the Purchase Price to the appraised value, or fails to respond within the time period above, Buyer, at Buyer's election, not later than five (5) days following receipt of the written notice from Seller, or from the date that such written notice was to have been provided by Seller, Buyer shall either: A) declare the Contract null and void and of no further force and effect, in which event, the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract; OR B) agree to purchase the Property at the Purchase Price notwithstanding the appraised value of the Property, in which event the Contract shall remain in full force and effect, and Buyer shall pay any increase in the down payment, interest rate, point(s) or loan origination fee(s) as required by lender without contribution by Seller except as otherwise provided in the Contract.

All other terms and conditions of the Contract shall remain in full force and effect.

Buyer Signature _____ Date 10/10/05 Seller Signature _____ Date 10/12/05

Buyer Signature _____ Date 10/10/05 Seller Signature _____ Date

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Equitable Trust Mortgage Corporation

September 26, 2005

Mr. Dan Swalhi
12431 Belair Road
Kingsville, MD. 21087

To Whom It May Concern:

This letter is to inform all parties that Mr. Dan Swalhi has applied for a mortgage with our company. Based on the information provided by him and a tri-merged credit report, Dan has been pre-approved for a Conventional Mortgage for the amount presented on the contract. This is not to be determined as a final approval. If you have any questions relating to this matter, please feel free to contact me at the numbers below.

Respectfully,

James M. Abrecht Jr.
Loan Officer
410-977-6967 cell
Equitable Trust Mortgage Corporation
410-933-8600 ext 58
jimabrecht@etmloans.com
410-933-9318 fax

1054

R. SWALHI 02-98
5 ELKHART CT.
ROSEDALE, MD 21237-1416

Date 9/27/05

7-163/520 MD
6050

Pay to the order of Century 21 $ 500.00

Five hundred only Dollars

Bank of America

ACH R/T 052000633

For 12431 Selar Rd.

⑆052000633⑆ 0039169777 29⑈ 1054

Ed Garono

10/11/05
9:36 AM

Ed,

Here is the other check
If you have any questions.

Thanks
Chuck

FAX
410
879-4771

VM
10/11/05
Bob

Century 21
Horizon Realty Inc
1732 Merritt Blvd.
Baltimore, Maryland 21222
Business (410) 285-2510, Fax (410) 282-6048
E-Mail ChuckRuth@mris.com
Web Site www.C21Horizon.com

Chuck Ruth
Office Manager

Each Office Is Independently Owned And Operated

R. SWALHI 02-98
5 ELKHART CT.
ROSEDALE, MD 21237-1416

1057

Date 10-10-05

7-183/520 FOR 8050

Pay to the order of Century 21 Horizon Inc $500.00

Five Hundred Dollars Dollars

Bank of America

ACH RTT 052001633

For Home - check

⑆052001633⑆ 003916977729⑈ 1057

January 1, 1999

State of Maryland
Real Estate Commission

Understanding Whom Real Estate Agents Represent

Before you decide to sell or buy or rent a home you need to consider the following information:

Agents Who Represent the Seller

Seller's Agent: A seller's agent works for the real estate company that lists and markets the property for the sellers, (landlords, and exclusively represents the sellers or landlords. That means that he or she may assist the buyer or tenant in purchasing or renting the property, but his or her duty of loyalty is only to the sellers or landlords. The seller pays the seller's agent's fees as specified in a written listing agreement.

Cooperating Agent: A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer or tenant in purchasing or renting a property, but his or her duty of loyalty is only to the sellers or landlords. The cooperating agent's fees is paid by the sellers or landlords through the seller's agent's company.

Agents Who Represent the Buyer

Presumed Buyer's Agent (no written agreement): When a person goes to a real estate agent for assistance in finding a home to buy or rent, the agent is presumed to be representing the buyer and can show the buyer properties that are *not* listed by the agent's real estate company. A presumed buyer's agent may *not* make or prepare an offer or negotiate a sale for the buyer. The buyer does *not* have an obligation to pay anything to the presumed agent.

If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either *initially* or *at any time*, the buyer can decline or terminate a presumed agency relationship simply by saying so.

Buyer's Agent (by written agreement): A buyer or tenant may enter into a written contract with a real estate agent which provides that the agent will represent the buyer or tenant in locating a property to buy or rent. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer or tenant. The agent's fee is paid according to the written agreement between the agent and the buyer or tenant. If you as a buyer or tenant wish to have an agent represent you exclusively, you must enter into a written buyer agency agreement.

Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate company, or broker, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, or landlord or tenant, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the terms of the seller and buyer may be different or adverse.

If both seller and buyer, or landlord and tenant, agree to dual agency by signing a Consent For Dual Agency form, then the real estate company (the "dual agent") will assign one agent to represent the seller or landlord (the seller's "intra-company agent") and another agent to represent the buyer or tenant (the buyer's intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.

If either party does not agree to dual agency, the real estate company may withdraw the agency agreement for tha particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must the either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant may choose not to be represented by an agent his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling o buying or renting property:

- ➢Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

- ➢Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property

- ➢All agreements with real estate agents should be in writing and should explain the duties and obligations of the agent. The agreement should explain how the agent will be paid and any fee-sharing agreements with other agents.

- ➢You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6200.

This notice is information required by law and is **NOT A CONTRACT**

We, the ☐ Sellers/Landlord ☒ Buyers/Tenants acknowledge receipt of a copy of this disclosure and that

Century 21 Horizon Realty Inc ((firm name)

and Chuck Ruth (salesperson) are working as:

- ☐ seller/landlord's agent
- ☐ cooperating agent
- ☒ buyer's agent
- ☐ dual agent (See Consent Dual Agency form)

(You may check more than one box)

Signature 10/10/05 Date Signature 10/10/05 Date

I certify that on this date I made the required agency disclosure to the individuals identified below and they were unable or unwilling to acknowledge receipt of a copy of this disclosure statement.

Signature of agent Date

Name of individual to whom disclosure was made

Name of individual to whom disclosure was made

For Your Protection: Get a Home Inspection

Name of Buyer (s) Dan Sawalhi

Property Address 12431 Belair Rd. 21087

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- evaluate the physical condition: structure, construction, and mechanical systems
- identify items that need to be repaired or replaced
- estimate the remaining useful life of the major systems, equipment, structure, and finishes

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required for three reasons:

- to estimate the market value of a house
- to make sure that the house meets FHA minimum property standards/requirements
- to make sure that the house is marketable

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

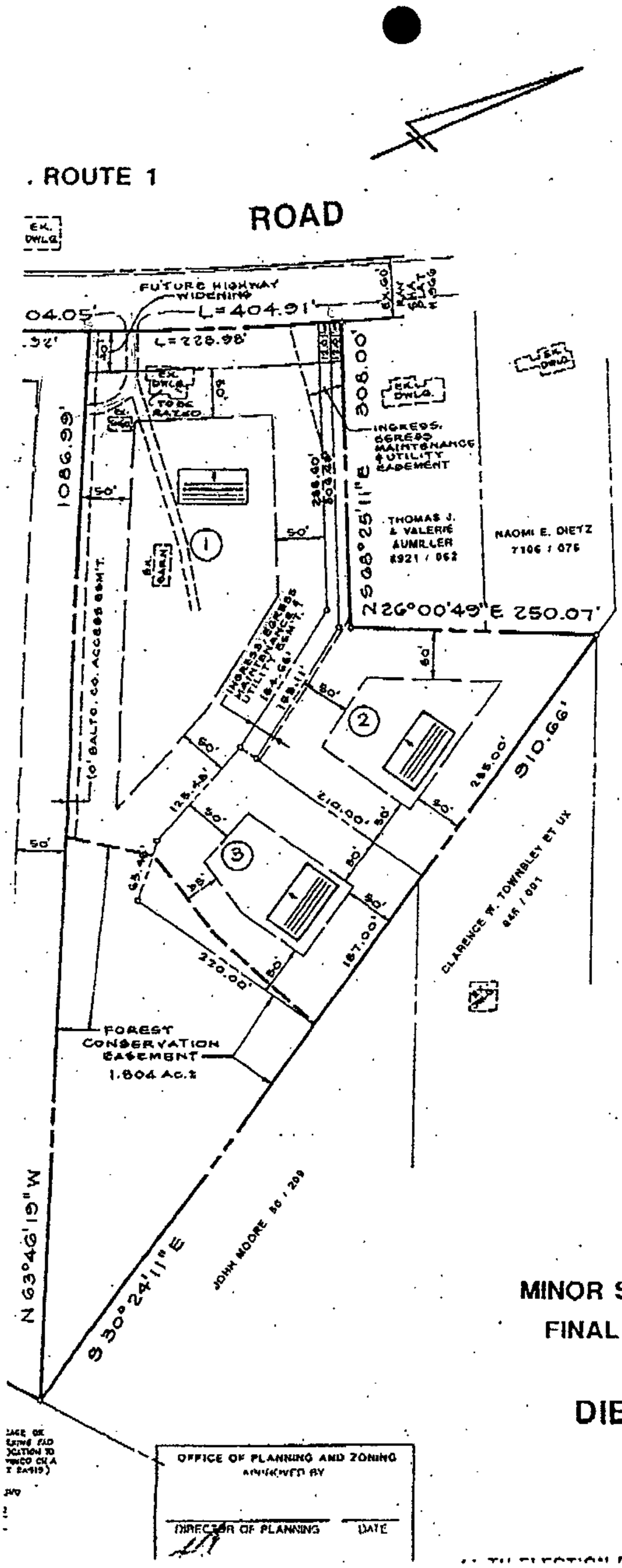
I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.

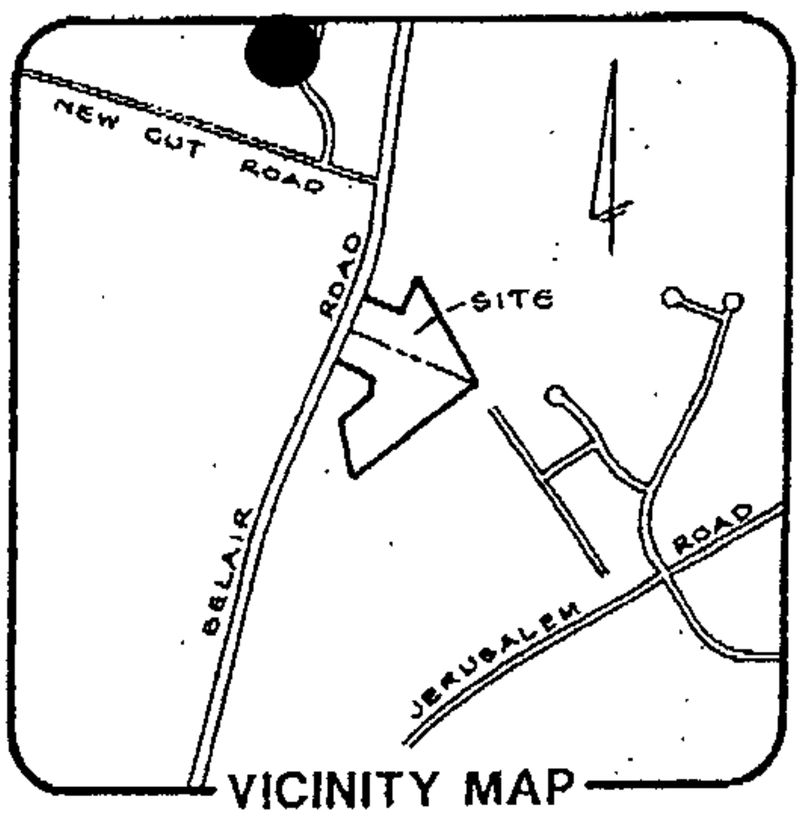
_____ **I/We choose to have a home inspection performed.**

W.S. DS MS **I/We choose not to have a home inspection performed.**

x D Sawalhi / W Sawalhi 10/10/05 x M S 10/10/05

Signature & Date Signature & Date





VICINITY MAP

SCALE : 1" = 1000'

GENERAL NOTES

1. This site lies within Councilmanic District 5.
2. This site lies within Census Tract No. 4111.02.
3. This site lies within the Little Gunpowder Watershed.
4. This site lies within subwatershed No. 81.
5. Soil types shown hereon are taken from Baltimore County Soil Survey Map No. 25.
6. Topography shown hereon is taken from Baltimore County 200' scale topography.
7. All lots shown hereon are for sale.
8. Lots shown hereon are for single family residential dwellings.
9. Trash to be collected by Baltimore County.
10. Except as shown, there are no historical areas, critical areas, wetlands, archaeological sites, endangered species habitat or hazardous materials on this site.
11. Existing land use is residential, agricultural and woodland.
12. Existing trees and vegetation are to be preserved where possible outside of road, panhandle, utility, and building construction.
13. Individual lot grading will be accomplished by the home building contractor.
14. Lots shown hereon will operate on private well and septic systems.
15. Local open space is not required for this subdivision.
16. All driveways are to be paved with a durable and dustless surface.
17. Average daily trips calculations:
    4 lots x 12.4 = 50 ADT's
18. There are no known underground storage tanks on-site.
19. This site lies within the Sparksville School District.
20. This development plan is approved by the Director of I.A.D.E. based on his interpretation of the zoning regulations, that it complies present policy, density and bulk controls in they are delineated in the regulations. Any part or parcel for this tract that has been utilized for density to support dwellings shown thereon shall not be further divided, subdivided or developed for additional dwellings or any purpose other than that indicated presently on said plan. Utilization will have occurred when a dwelling is constructed and transferred for the purpose of occupancy.
21. Envelopes shown hereon are for the location of all principal buildings only. Accessory structures, fences and projections into yards may be constructed outside the envelope, but must comply with Sections 400 and 301 of the Baltimore County Zoning Regulations. (Subject to covenants and applicable building permits).
22. Accessory structures, fences and projections into yard cannot be located in flood plain areas or hydric soils.
23. Maximum allowable building height is 35 feet.
24. Regional Planning District: 318.
25. A storm water management variance has been granted for this site.
26. The property on this plan was previously subdivided on August 4, 1993 in accordance with a will. This subdivision created a 14.050 acres lot (now shown as Lot 4) and a 6.63 acres lot (now shown as Lots 1, 2, and 3). This subdivision was exempt from the Baltimore County Development Regulations under Section 26-171.a.(4).

OFFICE OF PLANNING AND ZONING
APPROVED BY

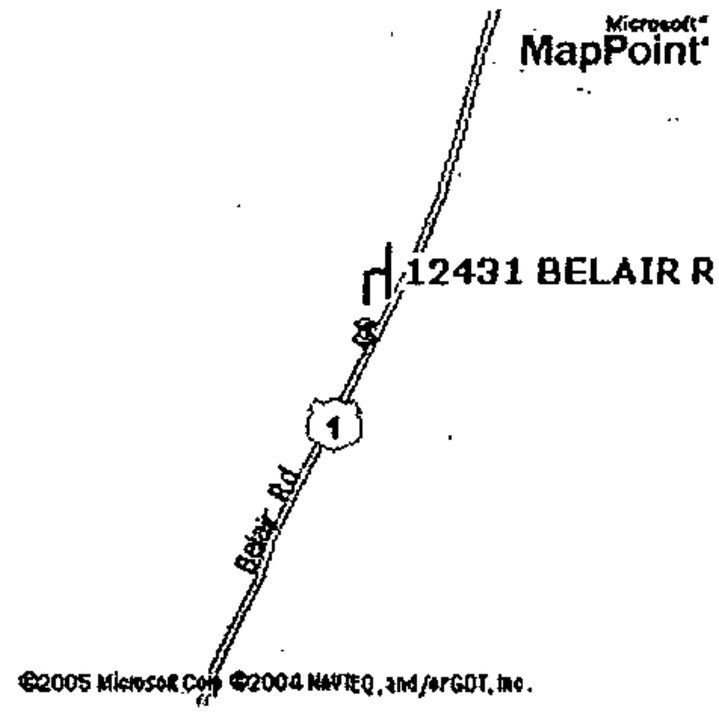
DIRECTOR OF PLANNING — DATE

MINOR SUBDIVISION PLAN AND FINAL DEVELOPMENT PLAN

DIETZ PROPERTY

BELAIR ROAD

11TH ELECTION DISTRICT, BALTIMORE CO., MARYLAND



Status: ACTIVE
Ownership: Fee Simple, Sale
List Price: $285,000
Legal Sub:
Old Map/TBM: 22B8/
Adv. Sub: KINGSVILLE
Area:
Total Taxes: $1,874
Tax Year: 2004
Building Sites: 1.00
Lot AC/SF: 4.25/185,130
HOA Fee: /mo pd
Tax ID: 04112200023519
Road Frontage: 250
Lot/Bock/Suare: 1/8
Elem School: KINGSVILLE
Liber/Folio: /
Middle School: PERRY HALL
Exterior:
High School: PERRY HALL
Lot Desc: Backs to Trees, Farmette, Irregular Lot, Landscaping, Lot Premium, Unrestricted
View Exposure: Pastoral View, Scenic Vista, Trees
Topograpy: Moderate Slope, Uphill
Present Use: Agriculture, Residential
Heating Fuel: Electric, Nat Gas Avail, Natural Gas
Cooling Fuel: Electric
Sewer/Septic: Septic
Water: Well
Special Permits:
Building Permits: Unknown
Development Status: Finished Lots, Plat Recorded, Zoned
Disclosures: Conserv Area, Expt-disclos/disclaim, None
Water Access:
Water Front:
Water View:
Dock Conveys:

Remarks: PRIME LOT 4.25AC, ZONED RC-5, PERC UPDATED UNTIL 2010. EXISTING OLD HOME ON SITE TO BE RAZED. MANY MATURE TREES. NO AG TAX DUE. FOREST CONSERVATION EASEMENT TO REAR FOR PRIVACY. NOT SUB-DIVIDABLE, NO RESTRICTIONS. HOME SITE 300' OFF ROAD, BEHIND EXISTING OLD BARN.

List Date: 28-Jun-2005
Update Date: 07-Oct-2005
DOM-MLS: 104
DOM-Prop: 104

Listing Company: RE/MAX AMERICAN DREAM
Show Instructions: Call Office, Show Anytime, Vacant
Vacation Prop: No
Directions: RT 1 SOUTH OF NEW CUT, NORTH OF SUNSHINE AVE.

Listing Agent: Edward Garono
Broker Code: RMAD2
Brkr Off: (410) 803-0900
Agt Off: (410) 803-0900
Home:
Pager:
Cell: (410) 688-3707
Alt. Agent:
Alt Agt Off:
Alt Agt Home:
Owner: Xxxxx
On Site:
Sub Comp: 2.5
Buy Comp: 2.5
Add'l:
Dual: Y **DesR:** Y **VarC:** N

(c) 2005 Metropolitan Regional Information Systems, Inc.
Information is believed to be accurate, but should not be relied upon without verification.
Accuracy of square footage, lot size and other information is not guaranteed.

and Resource Management

401 Bosley Avenue, Suite 416
Towson, Maryland 21204

Baltimore County

James T. Smith, Jr., County Executive
David A.C. Carroll, Director

Ground Water Management

410-887-2762
Fax: 410-887-4804

June 20, 2005

Ms. Mary Dietz
UNIT R
4720 WATER PARK DR
BELCAMP MD 21017

RE: 12431 Belair Road, Lot 1, Dietz Propeerty, D-11

Dear Ms. Dietz,

At your request, representative(s) of this office reviewed the soil evaluation data on file for the above-referenced property.

Additional soil evaluations will not be required provided there is no alteration to the master plan dated 02/28/1995, and Building Permit Application(s) are submitted within 5 years from the date of this letter. Soil evaluation results will become void without notice at the expiration of this time period. If a Building Permit is submitted, the following information should be considered:

A 10,000 sq. ft. area must be reserved for sewage disposal systems and future repairs. Under no circumstances shall any permanent structures, above or below ground, be permitted within this area. Also, no underground electric lines, water pipes, gas lines, etc., shall be permitted in the septic reserve area.

Where water wells are to be used as a source of water supply, the Baltimore County Code, (Title 35, Article 2, Sec. 35-41), requires that a well meeting the minimum recovery rate of one gallon per minute be drilled prior to issuance of a Building Permit.

NOTE: **No building permits will be issued on Lot 1 until the existing dwelling is razed and the existing well and septic systems are properly abandoned with documentation submitted to this office.**

If you have any questions regarding this matter, please contact this office.

Sincerely,

Clare M. Brunner, R.S.
Soil Evaluation Program

J:\PERC LETTERS\2005 PERC LETTERS\Revalidation Letters\Belair Rd.,12431,Lot 1,6-20-05.doc

Decline

MARYLAND ASSOCIATION OF REALTORS

MOLD INSPECTION ADDENDUM

ADDENDUM # 6 dated 10/10/05 to Contract of Sale dated _____,

between Buyer Dan, Wisam & Muanice Sawalhi

and Seller _____

for Property known as 12431 Bel Air Rd. 21087.

The following provisions are included in and supersede any conflicting language in the Contract.

1. SCOPE AND LIMITATIONS OF INSPECTIONS: The purpose of this inspection is to discover significant adverse or dangerous mold conditions, if any, within the Property.

This Addendum and the inspection provided herein is NOT for the purpose of making items of a routine maintenance and/or cosmetic nature the subject of further price negotiations between Buyer and Seller.

2. SELLER'S OBLIGATION UNDER OTHER PROVISIONS OF CONTRACT: This Addendum does not affect Seller's obligations under the "Condition of Property and Possession" paragraph of the Contract.

3. INSPECTION: Buyer, at Buyer's expense, has the right to have a qualified expert selected by Buyer take air quality and surface samples in any area of the interior or exterior of the home, including garage, to determine evidence of mold or mold spores of any kind and level(s) of toxicity. Samples will be sent for analysis to a qualified laboratory. Such inspection and laboratory analysis shall be completed; and in the event mold or mold spores are found, a copy of the laboratory analysis and report together with a separate written statement indicating what repair or corrective action is required, shall be submitted to Seller, within _____ (____) days from the Date of Contract Acceptance.

4. RIGHTS AND OBLIGATIONS OF BUYER AND SELLER: Seller shall make the Property accessible for such inspections. Neither Buyer, nor any agent or contractor of Buyer, shall in any way excavate, penetrate, or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection. If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of the inspection(s).

5. INSPECTION REPORT PROCESS: Buyer, upon written notice to Seller given within the time period specified for the inspection, shall have the unconditional right to terminate the Contract for no stated reason, based upon dissatisfaction with the inspection results. If Buyer elects to terminate the Contract, the Contract shall become null and void, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

If Buyer fails to have inspection performed, or if Buyer fails to submit results of inspection to Seller along with a separate written statement indicating what items identified in the report are considered unsatisfactory, and what repair or corrective action is requested, within the time period specified in the paragraph describing such inspection, Buyer shall be deemed to have accepted, as satisfactory, said inspection report; and Buyer shall have no right thereafter to terminate the Contract or request repair or

corrective action pursuant to the provisions of this Addendum relative to said inspection. If Buyer elects to terminate the Contract based upon dissatisfaction with the inspection results or does not choose to request repair or corrective action from Seller as a result of an inspection, Buyer shall not be required to submit a copy of the inspection report to Seller.

Within five (5) days from receipt of notice from Buyer of an unsatisfactory inspection report, Seller shall notify Buyer in writing whether Seller, at Seller's expense, will repair or correct all, some, or none of the items noted by Buyer. If Seller elects to repair or correct all of the stated unsatisfactory conditions, the Contract shall remain in full force and effect, and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement, all of the unsatisfactory conditions noted by Buyer.

If Seller elects to repair or correct only some, or none, of the unsatisfactory conditions, or fails to respond within the five (5) day period, Buyer, by written notice to Seller given within two (2) days of receipt of Seller's notice, or from the date that such written notice was to have been provided by Seller, may elect either to terminate the Contract or waive the right of repair or corrective action of any unsatisfactory conditions which Seller will not repair or correct. If Buyer elects to terminate the Contract, then the Contract shall become null and void and the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract. If Buyer waives the right of repair or correction of the condition which Seller will not repair or correct, or if Buyer, within two (2) days of receipt of Seller's notice, fails to notify Seller of Buyer's election to either terminate the Contract or to waive the right to repair or correct any unsatisfactory conditions which Seller will not repair or correct, then the Contract shall remain in full force and effect, and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement all of the unsatisfactory conditions which Seller agreed to repair or correct.

6. REPAIRS, CORRECTION, RE-INSPECTION: Seller agrees to complete repairs or corrective action in sufficient time for Buyer to inspect prior to settlement. Buyer shall have the right to inspect the Property upon the completion of repairs or corrective action by Seller to confirm that Seller has performed, in a good and workmanlike manner, all of the repairs and corrective action which Seller agreed to perform.

7. DAMAGE TO PROPERTY: If Buyer or Buyer's agents or contractors damage the Property during the exercise of Buyer's rights under this Addendum, Buyer shall immediately reimburse Seller for all costs incurred in correcting such damage.

All other terms and conditions of the Contract of Sale remain in full force and effect.

10/10/05		10/12/05	
Buyer Signature	**Date**	**Seller Signature**	**Date**
10/10/05			
Buyer Signature	**Date**	**Seller Signature**	**Date**

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Declined as AS IS

MARYLAND ASSOCIATION OF REALTORS®

LEAD-BASED PAINT HAZARD INSPECTION ADDENDUM

ADDENDUM # 6 dated 10/10/05 to Contract of Sale dated _____,

between Buyer Dan, Wisam & Maurice Sawalhi

and Seller _____

for Property known as 12431 Belair Rd 21087.

This Contract is contingent upon and subject to a risk assessment or inspection of the Property by Buyer, at Buyer's expense, for the presence of lead-based paint and/or lead-based paint hazards in the interior or exterior of the main dwelling. The risk assessment or inspection of the Property shall be made by an individual certified by the Maryland Department of the Environment to conduct such assessment or inspection and shall be completed within ten (10) days from the Date of Contract Acceptance (or such other date as shall be mutually agreed upon between Buyer and Seller). Within five (5) days from the date of the Buyers receipt of the risk assessment or inspection report, Buyer shall deliver to Seller a copy of the risk assessment report or inspection report together with a written itemization of specific existing lead-based paint hazards and corrective action required to abate such lead-based paint hazards. Within five (5) days from the receipt of the report and written itemization from Buyer, Seller, at Seller's option and expense, may elect, upon written notice to Buyer, to correct the itemized existing lead-based paint hazards prior to settlement. If Seller elects to correct the condition(s), Seller shall furnish Buyer with written certification from an individual certified by the Maryland Department of the Environment demonstrating that the condition(s) has been remedied prior to the date of settlement. In the event Seller does not elect within the time period specified to make repairs, Buyer, upon written notice to Seller, may either:

1. declare this Contract null and void and of no further legal force and effect, or
2. upon written notice to Seller, remove this contingency and proceed to settlement, in which event the Buyer shall purchase the Property subject to existing lead-based paint and/or lead-based paint hazards and this Contract shall remain in full force and effect.

Written notice to Seller of Buyer's election to either terminate this Contract of Sale or to proceed to settlement shall be made within ten (10) days following the Seller's receipt of the report and written itemization from Buyer; or this Contract, without further notice, shall be null and void and of no further force and effect. Buyer unilaterally may remove this contingency at any time without cause upon written notice to Seller. In the event this Contract is terminated under the terms of this Addendum, the deposit shall be disbursed in accordance with the Deposit Paragraph of the Contract.

All other terms and conditions of the Contract of Sale remain in full force and effect.

W. Sawalhi	10/10/05	Mary Lou Dietz	10/12/05
Buyer Signature	**Date**	**Seller Signature**	**Date**
M. S.	10/10/05		
Buyer Signature	**Date**	**Seller Signature**	**Date**

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REALTOR®

ADDENDUM NUMBER 4 to CONTRACT OF SALE Dated: _____

BUYER(S): Dan Sawalhi & Wisam Sawalhi & Munice Sawalhi

SELLER(S): Mary Lou Dietz

PROPERTY: 12431 Belair Rd.

For valuable consideration the receipt of which is hereby acknowledged, we the undersigned parties hereby agree as follows;

Buyer & Seller Agree that a building permit will be approved for a Residential Dwelling to be built within the building envelope shown on the plat, of Dietz Property Known as 12431 Belair Road Baltimore Md. 21087

See Attached Plat.

IF BUYER FAILS TO TERMINATE THE CONTRACT WITHIN 10 DAYS, BUYERS RIGHT TO TERMINATE SHALL BE WAIVED.

All other terms and conditions of the Contract shall remain the same and in full force and effect.

WITNESS	DATE 10/10/05	BUYER	(SEAL) 10/10/05
WITNESS	DATE 10/10/05	BUYER	(SEAL) 10/10/05
WITNESS	DATE	SELLER	(SEAL) 10/12/05
WITNESS	DATE	SELLER	(SEAL)

REALTOR®

BALTIMORE COUNTY WAIVER OF WELL YIELD
IMPROVED LOT ADDENDUM

ADDENDUM NUMBER 3 DATED _____ TO CONTRACT OF SALE DATED _____
BUYER(S): Dan Sawalhi & Wisan Sawalhi & Maurice Sawalhi
SELLER(S): MARY LOU DIETZ
PROPERTY: 12431 BEL AIR RD LOT 1 KINGSVILLE 21087

Waiver of Minimum Well Test Prior to Conveyance

Buyer(s) hereby acknowledges that buyer(s) is aware that the property buyer(s) intends to purchase will be served by a private water supply system as the source of domestic water, that water quantity is most important for residential use of property, and that §34-2-102(a) of the Baltimore County Code requires seller(s) to provide a well with a supply of water meeting certain minimum water yield requirements. Nevertheless, buyer(s) specifically elects to waive the requirement that the well on the property to be purchased by buyer(s) must be tested to determine whether same satisfies the minimum yield requirements of the Baltimore County Code prior to settlement and/or other date of conveyance to buyer(s), whichever shall first occur; and buyer(s) elects to accept conveyance of the property located at _____ consisting of _____ acres without the test for minimum water yield as provided by law, and knowingly and voluntarily executes this waiver on this _____ day of _____.

NO WELL OR SEPTIC EXISTS ON THE PROPERTY

Witness:

_____ _____ Buyer

_____ _____ Buyer

_____ Address

_____ Address

_____ Telephone Number

_____ Telephone Number

This form has been prepared for the sole use of the following Boards/Associations of REALTORS® and their members. Each Board/Association, including its members and employees, assumes no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, and financial or other advice.

The Greater Baltimore Board of REALTORS®, Inc. Harford County Association of REALTORS®, Inc.
Carroll County Association of REALTORS®, Inc. Howard County Association of REALTORS®, Inc.
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EQUAL HOUSING OPPORTUNITY

REALTOR®

Prepared By RE/MAX American Dream
Ed Garono

As a result of this action, the owner of the reversionary interest may obtain title to the Property in fee, discharged from the lease.

8. SETTLEMENT COSTS: NOTICE TO BUYER: BUYER HAS THE RIGHT TO SELECT BUYER'S OWN TITLE INSURANCE COMPANY, TITLE LAWYER, SETTLEMENT COMPANY, ESCROW COMPANY, MORTGAGE LENDER, OR FINANCIAL INSTITUTION AS DEFINED IN THE FINANCIAL INSTITUTIONS ARTICLE, ANNOTATED CODE OF MARYLAND. BUYER ACKNOWLEDGES THAT SELLER MAY NOT BE PROHIBITED FROM OFFERING OWNER FINANCING AS A CONDITION OF SETTLEMENT. Buyer agrees to pay all other settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is a Veteran obtaining VA financing, those prohibited to be paid by a Veteran obtaining VA financing or except if Buyer is obtaining FHA financing, those prohibited to be paid by a Buyer obtaining FHA financing, which prohibited charges shall be paid by Seller.

9. TRANSFER CHARGES: SECTION 14-104 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT, UNLESS OTHERWISE NEGOTIATED IN THE CONTRACT OR PROVIDED BY STATE OR LOCAL LAW, THE COST OF ANY RECORDATION TAX OR ANY STATE OR LOCAL TRANSFER TAX SHALL BE SHARED EQUALLY BETWEEN THE BUYER AND SELLER. Unless otherwise provided by an addendum to this Contract, the costs of state and local transfer and recordation taxes (other than agricultural land transfer tax) shall be shared equally by Buyer and Seller. (If First-Time Maryland Home Buyer: See Transfer and Recordation Tax Addendum.)

10. ADJUSTMENTS: Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement; and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including Metropolitan District Sanitary Commission or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law. Any heating or cooking fuels remaining in supply tank(s) at time of settlement shall become the property of Buyer.

11. TERMITE INSPECTION: Buyer, at Buyer's expense, (if VA, then at Seller's expense) is authorized to obtain a written report from a Maryland licensed pest control company that, based on a careful visual inspection, there is no evidence of termite or other wood-destroying insect infestation in the residence or within three (3) feet of the residence; and damage due to previous infestation has been repaired. The provisions of this paragraph also shall apply to (1) the garage or within three (3) feet of the garage (whether attached or detached), (2) any outbuildings located within three feet of the residence or garage and (3) a maximum of ten (10) linear feet of the nearest portion of a fence on Seller's Property within three feet of the residence or garage. If there is evidence of present infestation as described above, or if damage caused by present or prior infestation is discovered, Seller, at Seller's expense, shall repair any damage caused by present or prior infestation and have the present infestation treated by a licensed pest control company. If the cost of treatment and repair of such damage exceeds 2% of the purchase price, Seller may, at Seller's option, cancel this Contract, unless Buyer, at Buyer's option should choose to pay for the cost of treatment and repairs exceeding 2% of the purchase price, then this Contract shall remain in full force and effect. If such report reveals damage for which the cost of treatment and repair exceeds 2% of the purchase price, Seller's decision regarding treatment and repair of damage shall be communicated in writing to Buyer within five (5) days from receipt of the report, after which Buyer shall respond to Seller in writing with Buyer's decision within three (3) days from receipt of Seller's notification of Seller's decision. If Seller does not notify Buyer in writing of Seller's decision within five (5) days from receipt of report, Buyer may, at Buyer's option, pay for the cost of treatment and repairs exceeding 2% of the purchase price. If Buyer does not want to pay for the cost of treatment and repairs exceeding 2% of the purchase price, Buyer may terminate this Contract upon written notice delivered to Seller. In the event this Contract is terminated under the terms of this paragraph, the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of this Contract.

12. CONDITION OF PROPERTY AND POSSESSION: At settlement, Seller shall deliver possession of the Property and shall deliver the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on the date of Contract Acceptance. All electrical, heating, air conditioning (if any), plumbing (including well and septic), and any other mechanical systems and related equipment, appliances and smoke detector(s) included in this Contract shall be in working condition. Buyer reserves the right to inspect the Property within five (5) days prior to settlement. **EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT, INCLUDING THIS PARAGRAPH 12, THE PROPERTY IS SOLD "AS IS".** The obligations of Seller as provided in this Paragraph 12

1 VOLUME VII

2 RE: BONNIE VIEW ESTATES

3 #III-454

4

5 _____/

6

7 The zoning hearing in the above-titled

8 matter was continued on Tuesday, September 16, 2003,

9 commencing at 1:00 p.m., at 111 West Chesapeake

10 Avenue, Towson, Maryland, 21204, before Paula J.

11 Eliopoulos, Notary Public.

12

13 APPEARANCES:

14 LAWRENCE SCHMIDT, Hearing Officer

15 HOWARD L. ALDERMAN, ESQUIRE
On behalf of Owners

16

J. CARROLL HOLZER, ESQUIRE

17 On behalf of Protestants

18 ROBERT A. HOFFMAN, ESQUIRE
PATRICIA MALONE, ESQUIRE

19 On behalf of Petitioner

20

21 REPORTED BY: PAULA J. ELIOPOULOS

Redacted Portions of transcript – testimony of Mr. Rodney Little:

Page 1042 and 1043

Q And with regard specifically to the Maryland Historic Trust inventory, can you explain what the inventory is?

A Yes, the inventory is what I would characterize as our raw database. Properties get added to the inventory in a – many varieties of ways.

They may be – we have professional field surveyors who are out surveying on a continuous basis. As they complete surveys of geographic areas, properties that they found get added to the inventory.

Property owners or volunteers sometimes fill out inventory forms. The inventory is – serves several purposes. It's an archives, and I would say that's its primary purpose, that tells us either what is in a particular area or what was once there, because there are properties on our inventory that have, in fact, been demolished. They're no longer there. It's simply a record that they once existed.

We use the inventory more or less as a red flag. It tells us that if we're looking at a project over which we do have legal jurisdiction, it causes us to take a second look at the property.

That second look then is usually an evaluation of is this property, in fact, does it have enough historic significance to warrant further elevation, designation.

Listing on the inventory does not have any impact on property owners' rights or on – or any regulatory effect.

Pages 1047 and 1048

Q And it is your department's position that the inventory from your department's perspective is not to have any regulatory effect; isn't that correct?

A It does not have any regulatory effect.

HEARING OFFICER: from the perspective of the Maryland Historic Trust?

THE WITNESS: In order – can I clarify that?

HEARING OFFICER: Sure.

THE WITNESS: In order for a property on the inventory to be subject to regulatory effect under State of Federal law, we actually have to go to another level of evaluation and determine whether it's eligible for the National Register of Historic Places or, in fact, listed on the National Register of Historic Places.

Landmarks Preservation Commission

401 Bosley Avenue
Towson, Maryland 21204
Tel: 410-887-3495 • Fax: 410-887-5862

Baltimore County

James T. Smith, Jr., County Executive

October 25, 2005

Mary Lou Dietz
4720 Water Park Drive
Unit R
Belcamp, MD 21017

Re: 12431 Belair Road

Dear Ms. Dietz:

On October 19, 2005, the Baltimore County Landmarks Preservation Commission (LPC) decided by unanimous vote (in accordance with Sec. 32-7-302 of County law) to hold a public hearing to consider placing the house at **12431 Belair Road** on the Preliminary Landmarks List. The public hearing is scheduled for **Thursday, December 8, 2005.** The hearing will be the first order of business in the LPC's regular monthly meeting, which will begin at 6:00 p.m. in Room 407, County Courts Building, Towson (enter the building from the Courthouse Plaza).

This letter, therefore, has two purposes for compliance with Sec. 32-7-302:

1. It gives notice on the scheduling of the hearing and the opportunity for the property's owner and/or representative(s) to participate in the hearing. The letter is being sent to you as the property owner identified in the State's Real Property System records.

2. It also alerts the owner(s) that the County may post an official sign on the property giving notice of the hearing.

Please feel free to contact me at 410-887-3495 or at vnevy@co.ba.md.us if you need additional information or would like to learn more about the eligibility for the State and County rehabilitation tax credit programs which could result from Landmark designation.

Sincerely,

Vicki Nevy
Administrator/Secretary
Landmarks Preservation Commission

VKN:vkn

Cc: John Reisinger

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

COUNTY COUNCIL OF BALTIMORE COUNTY, MARYLAND
Legislative Session 2006, Legislative Day No. 15

Bill No. 94-06

Mr. John Olszewski, Sr., Chairman
By Request of County Executive

By the County Council, August 7, 2006

A BILL
ENTITLED

PETITIONER'S
EXHIBIT NO. 3

AN ACT concerning

Final Historical Landmarks List

FOR the purpose of adding new landmarks to the Final Historical Landmarks List; and generally relating to the Baltimore County Historical Landmarks List.

WHEREAS, the Landmarks Preservation Commission has met and compiled a preliminary list of additional structures to be added to the Final Historical Landmarks List; and

WHEREAS, the following structures have been identified on the preliminary landmarks list by the Commission and have been reviewed by the County Executive; and

WHEREAS, a public hearing was held by the County Council on June 19, 2006 to determine which structures should be included on the "final landmarks list"; and

WHEREAS, the County Council finds that the following structures contribute substantially to the architectural and historical heritage of the county, state or nation; now, therefore

---

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.
[Brackets] indicate matter stricken from existing law.
~~Strike out~~ indicates matter stricken from bill.
Underlining indicates amendments to bill.

SECTION 1. BE IT ENACTED BY THE COUNTY COUNCIL OF BALTIMORE COUNTY, MARYLAND that new items 324 through 338, inclusive, be and they are hereby added to the Final Historical Landmarks List, to read as follows:

Final Historical Landmarks List

The following historical landmarks are hereby adopted as part of the Final Historical Landmarks List:

(324) William Slade's Store and setting, 2224 White Hall Road
(325) Webb Bungalow and setting, 176 Winters Lane
(326) Daniel Lee House #2, 100 East Pennsylvania Avenue
(327) James property stable/carriage-house and setting, 634 Main Street
(328) "Holly Hillside" 20101 Valley Mill Road
(329) "Scott's Tavern" house, stone outbuilding, and log outbuilding, 11806 Greenspring Avenue
(330) Franklinville Cotton Factory, auxiliary brick building southeast of the factory, and frame boiler-house, Jericho Road
(331) "Cliffholme" 4040 Stewart Road
(332) "Eighteen Mile House" and setting, 808 Westminster Pike
(333) Rockland Blacksmith's House and setting, 10113 Falls Road
(334) Watters House, 4301 Windy Hill Road
(335) Rider-Bushman House and setting, 1812 Landrake Road
(336) "Wickcliffe" ("Castle") at "Maryvale", Greenspring Valley Road
(337) Shipley Mill, 13027 Beaver Dam Road
(338) "Partridge House", 2315 Hunter Mill Road

SECTION 2. AND BE IT FURTHER ENACTED, that this Final Historical Landmarks List shall be maintained by the Landmarks Preservation Commission as provided in Section 32-7-105 of the Baltimore County Code, 2003, as amended.

SECTION 3. AND BE IT FURTHER ENACTED, that this Act shall take effect forty-five days from the date of its enactment.

b09406.wpd

READ AND PASSED this ***5TH*** day of ***SEPTEMBER,*** 2006.

BY ORDER

Thomas J. Peddicord, Jr.
Secretary

PRESENTED to the County Executive for his approval this ***6TH*** day of ***SEPTEMBER***, 2006.

Thomas J. Peddicord, Jr.
Secretary

APPROVED AND ENACTED:

09-11-06

James T. Smith, Jr.
County Executive

I HEREBY CERTIFY THAT BILL NO. ***94-06*** IS TRUE AND CORRECT AND TOOK EFFECT ON October 26, 2006.

John Olszewski, Sr.
Chairman, County Council

1 VOLUME VII

PETITIONER'S

2 RE: BONNIE VIEW ESTATES

EXHIBIT NO. 5

3 #III-454

4

5 _____/

6

7 The zoning hearing in the above-titled

8 matter was continued on Tuesday, September 16, 2003,

9 commencing at 1:00 p.m., at 111 West Chesapeake

10 Avenue, Towson, Maryland, 21204, before Paula J.

11 Eliopoulos, Notary Public.

12

13 APPEARANCES:

14 LAWRENCE SCHMIDT, Hearing Officer

15 HOWARD L. ALDERMAN, ESQUIRE
On behalf of Owners

16

17 J. CARROLL HOLZER, ESQUIRE
On behalf of Protestants

18 ROBERT A. HOFFMAN, ESQUIRE
PATRICIA MALONE, ESQUIRE

19 On behalf of Petitioner

20

21 REPORTED BY: PAULA J. ELIOPOULOS

1038

1 PROCEEDINGS
2 HEARING OFFICER: Good afternoon. On the
3 record in Case Number III-454, the development plan
4 review for the project known as Bonnie View Estates.
5 The property is located on both the north
6 and south sides of Smith Avenue and is east of Old
7 Pimlico Road.
8 This is a continued Hearing Officer's
9 hearing, and I believe it's the sixth day of hearing
10 or parts of days of hearing for the Hearing Officer's
11 hearing.
12 Let me have counsel identify themselves,
13 please, for the record.
14 MR. HOFFMAN: Rob Hoffman and Patsy Malone
15 for the Applicant.
16 MR. ALDERMAN: Howard Alderman on behalf
17 of Bonnie View Country Club, Inc.
18 MR. HOLZER: J. Carroll Holzer on behalf
19 of the Protestants.
20 HEARING OFFICER: Okay. Mr. Alderman,
21 they sent in the junior varsity here today.

1039

1 MR. ALDERMAN: I make a good second chair,
2 I'm told, Mr. Schmidt. What can I say.
3 HEARING OFFICER: Okay. Counsel, I
4 believe we were going to have some testimony today
5 about historic preservation issue potentially
6 generated by Section 26-267 -- 278 of the Code.
7 MR. HOFFMAN: 278. As I recall, you asked
8 Mr. Little, Rodney Little to be here --
9 HEARING OFFICER: Right.
10 MR. HOFFMAN: -- in order to testify
11 first, and you were going to make some sort of ruling
12 following his testimony.
13 HEARING OFFICER: Right. That's correct.
14 MR. HOFFMAN: Mr. Little is here.
15 HEARING OFFICER: Okay. Why don't we hear
16 from him.
17 MR. HOFFMAN: Okay.
18 HEARING OFFICER: Mr. Little, before
19 you're seated, I'd like to ask you to remain standing.
20 I have to swear you in.
21 Whereupon,

1040

1 RODNEY LITTLE,
2 called as a witness, having been first duly sworn to
3 tell the truth, the whole truth, and nothing but the
4 truth, was examined and testified as follows:
5 HEARING OFFICER: Please be seated.
6 Mr. Little, your name and address for us,
7 please.
8 THE WITNESS: My name is Rodney Little.
9 My address is 1744 Baltimore Annapolis Boulevard,
10 Annapolis, Maryland.
11 HEARING OFFICER: Thank you, Mr. Little.
12 MR. HOFFMAN: Mr. Schmidt, he is here at
13 your request. I'm happy to ask him questions. I
14 don't know if you wanted to ask him some questions
15 before either Carroll or I would have an opportunity.
16 HEARING OFFICER: I was just going to
17 mainly ask him about the process and procedure in this
18 case. But --
19 MR. HOFFMAN: Why don't I go ahead.
20 HEARING OFFICER: Go ahead and then I'll
21 ask any questions that I have. One way or the other,

1041

1 I'll give counsel an opportunity to ask any questions
2 they may have.
3 EXAMINATION BY MR. HOFFMAN
4 Q Mr. Little, by whom are you employed?
5 A I'm employed by the Department of Housing
6 and Community Development, State of Maryland.
7 Q And your position with that State
8 department?
9 A I have several titles, but for purposes of
10 this hearing, the two that would be the most
11 applicable are director of the Maryland Historical
12 Trust and the State Historic Preservation Officers.
13 It's a Federal designation.
14 Q If you could, and I think you've been
15 asked to testify here today in your -- mainly in your
16 capacity as the director of the Maryland Historic
17 Trust.
18 Can you please explain to the Hearing
19 Officer what the trust -- what the trust is, how it
20 was created and what its function is?
21 A The trust was created in 1961 as the -- as

1042

1 a State agency for historic preservation. It was, in
2 fact, the first State historic preservation agency in
3 the nation.
4 In general, our purpose is to identify
5 designate, identify and evaluate, designate, protect
6 and enhance historic and archeological properties
7 throughout the State of Maryland.
8 Q And with regard specifically to the
9 Maryland Historic Trust inventory, can you explain
10 what the inventory is?
11 A Yes. The inventory is what I would
12 characterize as our raw database. Properties get
13 added to the inventory in a -- many varieties of ways.
14 They may be -- we have professional field
15 surveyors who are out surveying on a continuous basis.
16 As they complete surveys of geographic areas,
17 properties that they found get added to the inventory.
18 Property owners or volunteers sometimes
19 fill out inventory forms. The inventory is -- serves
20 several purposes. It's an archives, and I would say
21 that's its primary purpose, that tells us either what

1043

1 is in a particular area or what was once there,
2 because there are properties on our inventory that
3 have, in fact, been demolished. They're no longer
4 there. It's simply a record that they once existed.
5 We use the inventory more or less as a red
6 flag. It tells us that if we're looking at a project
7 over which we do have legal jurisdiction, it causes us
8 to take a second look at the property.
9 That second look then is usually an
10 evaluation of is this property, in fact, does it have
11 enough historic significance to warrant further
12 elevation, designation.
13 Listing on the inventory does not have any
14 impact on property owners' rights or on -- or any
15 regulatory effect.
16 Q Okay. When you say elevating to a higher
17 status, you take that second look, what does elevating
18 it to a higher status mean?
19 A It means either nominating the property
20 for official listing on the National Register of
21 Historic Places, which is a listing maintained by the

1044

1 Department of the Interior, or it means making a
2 formal determination of eligibility for the register,
3 a decision that we make based on staff evaluation and
4 on the final decision maker.
5 In both cases, nomination of property to
6 the register and determinations of eligibility, there
7 are certain due process procedures that are followed.
8 In fact, with listing on the National
9 Register, there's the opportunity for owner objection
10 to listing that does not keep us from determining them
11 eligible, but it does stop the formal listing.
12 Q Mr. Little, are you aware of the issue
13 that's been raised in this case that there should be
14 preservation of the Bonnie View Country Club site
15 because of its having been given --
16 A I'm somewhat aware, yes.
17 Q And is it -- do you have an opinion as to
18 whether the Maryland Historic Trust inventory listing
19 should be used for that particular purpose?
20 MR. HOLZER: Objection. The reason for
21 the objection is that that calls for the ultimate

1045

1 analysis of Baltimore County law.
2 This gentleman is not an expert, I don't
3 believe, in the Baltimore County law. He has not been
4 qualified thus. And besides that, the ultimate
5 question that you would need to decide as to the
6 intent of Section 26-278.
7 MR. HOFFMAN: Actually, I was just asking
8 him -- I'm sorry.
9 MR. HOLZER: So, for all those reasons, I
10 would object to any opinion on his part relative to
11 the application of Section 26-278.
12 MR. HOFFMAN: I'm asking him whether it's
13 his department's intention that the inventory be used
14 this way. I don't see how that might affect your
15 judgment ultimately as to -- I mean, I hope it does,
16 but I'm not asking him to make a determination under
17 county law.
18 He's testifying as to what the purpose --
19 that's why you asked him to come here, what's the
20 purpose of the inventory, how is it used.
21 MR. HOLZER: I object to that obviously.

1046

1 The county -- Baltimore County Council doesn't really
2 care or didn't really care how Maryland Historic Trust
3 analyzed its law or determined whether or not it
4 should be used in that fashion or not.
5 That's going to the ultimate question that
6 you have to decide, and you have to give credence to
7 the fact that Section 26-278 was passed by the County
8 Council and they must have had a reason to include the
9 language that they did.
10 And to have this gentleman opine as to
11 what the intent was, whether it was to be used as a
12 regulatory instrument or not, is irrelevant.
13 It goes -- he's asking the witness to put
14 himself in the head of the County Council when they
15 passed this law. And I object.
16 HEARING OFFICER: Mr. Hoffman, anything?
17 MR. HOFFMAN: I'm still where I was. I
18 mean, I thought that's why you asked this witness to
19 be here.
20 HEARING OFFICER: I'm not sure --
21 obviously that's the ultimate issue in this case. I'm

1047

1 going to allow the witness to answer the question from
2 only the perspective of the -- his regulatory agency.
3 From that perspective, Mr. Little, what
4 does it mean as far as your agency is concerned to be
5 listed on the inventory?
6 THE WITNESS: It means that if the
7 property -- the property may have some historic
8 significance and it's worth of a second look.
9 HEARING OFFICER: It's a red flag, I think
10 you said before.
11 MR. HOFFMAN: Yes.
12 THE WITNESS: Yes. If it still exists.
13 Q And it is your department's position that
14 the inventory from your department's perspective is
15 not to have any regulatory effect; isn't that correct?
16 A It does not have any regulatory effect.
17 HEARING OFFICER: From the perspective of
18 the Maryland Historic Trust?
19 THE WITNESS: In order -- can I clarify
20 that?
21 HEARING OFFICER: Sure.

1048

1 THE WITNESS: In order for a property on
2 the inventory to be subject to regulatory effect under
3 State or Federal law, we actually have to go to
4 another level of evaluation and determine whether it's
5 eligible for the National Register of Historic Places
6 or, in fact, listed on the National Register of
7 Historic Places.
8 HEARING OFFICER: Okay.
9 Q And is there a -- any required
10 notification to a property owner prior to the
11 inventory -- prior to your department giving a
12 property an inventory number?
13 A No.
14 Q And do you, as a matter of course, provide
15 notice to property owners before inventory numbers are
16 provided?
17 A No.
18 Q Mr. Little, inventory numbers are provided
19 when in the inventory listing process?
20 A When the property in question is brought
21 to our attention and we determine that it has some

1049

1 basis for inclusion in the inventory. That basis can
2 be, as I said, archival, it can be the red flag that
3 says we look at it a second time. It can be negative
4 information, information about a property type that
5 may be present in an area that we do not consider
6 eligible.
7 So, it can be added for a variety of
8 reasons. It's usually added when it's brought to our
9 attention or when our staff actually finds something
10 in the field.
11 Q And the -- I believe your procedures
12 require a number to be assigned before you will
13 receive any written documentation on the site? Did I
14 read that correctly?
15 A We assign a number when we receive the
16 written documentation and make a determination that
17 it's something we want to include in our inventory.
18 I would clarify that the inventory number
19 sounds like a designation. It's not. It's simply a
20 cataloging that allows us to find the property in the
21 future by a number.

Maryland Historical Trust
Maryland Inventory of Historic Properties Form

Inventory No.

PETITIONER'S EXHIBIT NO. 6

1. Name of Property (indicate preferred name)

historic

other

2. Location

street and number ___ not for publication

city, town ___ vicinity

county

3. Owner of Property (give names and mailing addresses of all owners)

name

street and number telephone

city, town state zip code

4. Location of Legal Description

courthouse, registry of deeds, etc. liber folio

city, town tax map tax parcel tax ID number

5. Primary Location of Additional Data

_____ Contributing Resource in National Register District
_____ Contributing Resource in Local Historic District
_____ Determined Eligible for the National Register/Maryland Register
_____ Determined Ineligible for the National Register/Maryland Register
_____ Recorded by HABS/HAER
_____ Historic Structure Report or Research Report at MHT
_____ Other:_____

6. Classification

Category
_____district
_____building(s)
_____structure
_____site
_____object

Ownership
_____public
_____private
_____both

Current Function
_____agriculture
_____commerce/trade
_____defense
_____domestic
_____education
_____funerary
_____government
_____health care
_____industry
_____landscape
_____recreation/culture
_____religion
_____social
_____transportation
_____work in progress
_____unknown
_____vacant/not in use
_____other:

Resource Count

Contributing	Noncontributing	
_____	_____	buildings
_____	_____	sites
_____	_____	structures
_____	_____	objects
_____	_____	Total

Number of Contributing Resources previously listed in the Inventory

_____

7. Description

Inventory No.

Condition

___ excellent ___ deteriorated
___ good ___ ruins
___ fair ___ altered

Prepare both a one paragraph summary and a comprehensive description of the resource and its various elements as it exists today.

8. Significance

Inventory No.

Period	Areas of Significance	Check and justify below		
__ 1600-1699	__ agriculture	__ economics	__ health/medicine	__ performing arts
__ 1700-1799	__ archeology	__ education	__ industry	__ philosophy
__ 1800-1899	__ architecture	__ engineering	__ invention	__ politics/government
__ 1900-1999	__ art	__ entertainment/ recreation	__ landscape architecture	__ religion
__ 2000-	__ commerce		__ law	__ science
	__ communications	__ ethnic heritage	__ literature	__ social history
	__ community planning	__ exploration/ settlement	__ maritime history	__ transportation
	__ conservation		__ military	__ other: _____

Specific dates **Architect/Builder**

Construction dates

Evaluation for:

_____ National Register _____Maryland Register _____not evaluated

Prepare a one-paragraph summary statement of significance addressing applicable criteria, followed by a narrative discussion of the history of the resource and its context. (For compliance projects, complete evaluation on a DOE Form – see manual.)

9. Major Bibliographical References

Inventory No.

10. Geographical Data

Acreage of surveyed property _____
Acreage of historical setting _____
Quadrangle name _____ Quadrangle scale: _____

Verbal boundary description and justification

11. Form Prepared by

name/title	
organization	date
street & number	telephone
city or town	state

The Maryland Inventory of Historic Properties was officially created by an Act of the Maryland Legislature to be found in the Annotated Code of Maryland, Article 41, Section 181 KA, 1974 supplement.

The survey and inventory are being prepared for information and record purposes only and do not constitute any infringement of individual property rights.

return to:

Maryland Historical Trust
Maryland Department of Planning
100 Community Place
Crownsville, MD 21032-2023
410-514-7600

Maryland Historical Trust
Maryland Inventory of
Historic Properties Form

Inventory No.

Name
Continuation Sheet

Number 9 Page 1

PLAT TO ACCOMPANY PETITION FOR ZONING ☐ VARIANCE ☐ SPECIAL HEARING

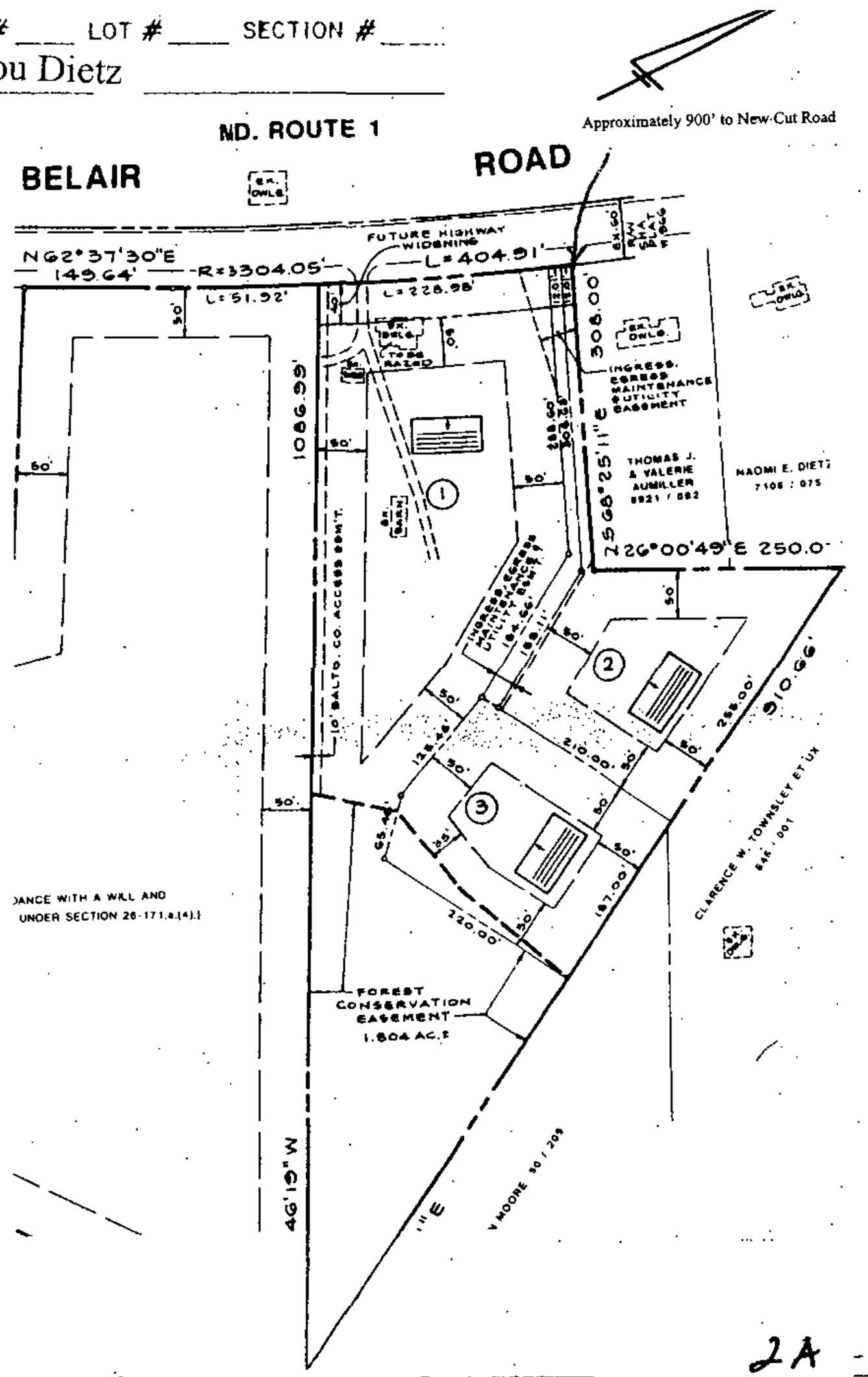
PROPERTY ADDRESS 12431 Belair Road

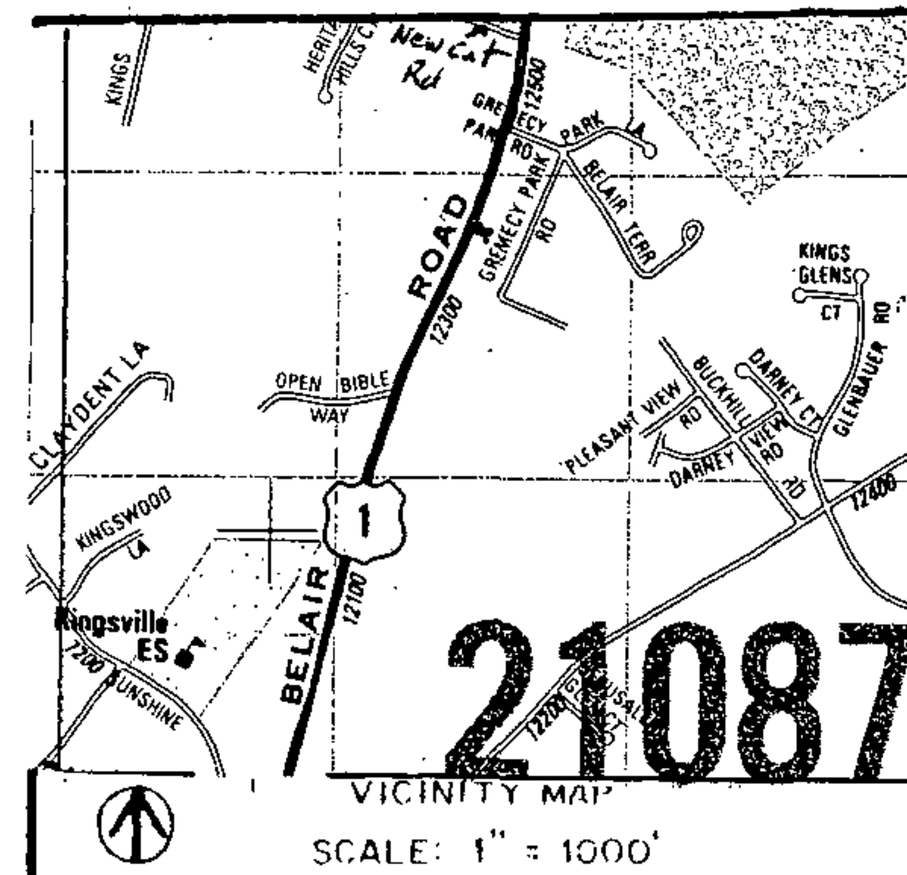
SEE PAGES 5 & 6 OF THE CHECKLIST FOR ADDITIONAL REQUIRED INFORMATION

SUBDIVISION NAME _____

PLAT BOOK # ____ FOLIO # ____ LOT # ____ SECTION # ____

OWNER Mary Lou Dietz





LOCATION INFORMATION

ELECTION DISTRICT 11

COUNCILMANIC DISTRICT 3

1" = 200' SCALE MAP # 055AZ

ZONING RC5

LOT SIZE 4.2ac (ACREAGE) ____ (SQUARE FEET)

	PUBLIC	PRIVATE
SEWER	☐	☑
WATER	☐	☑

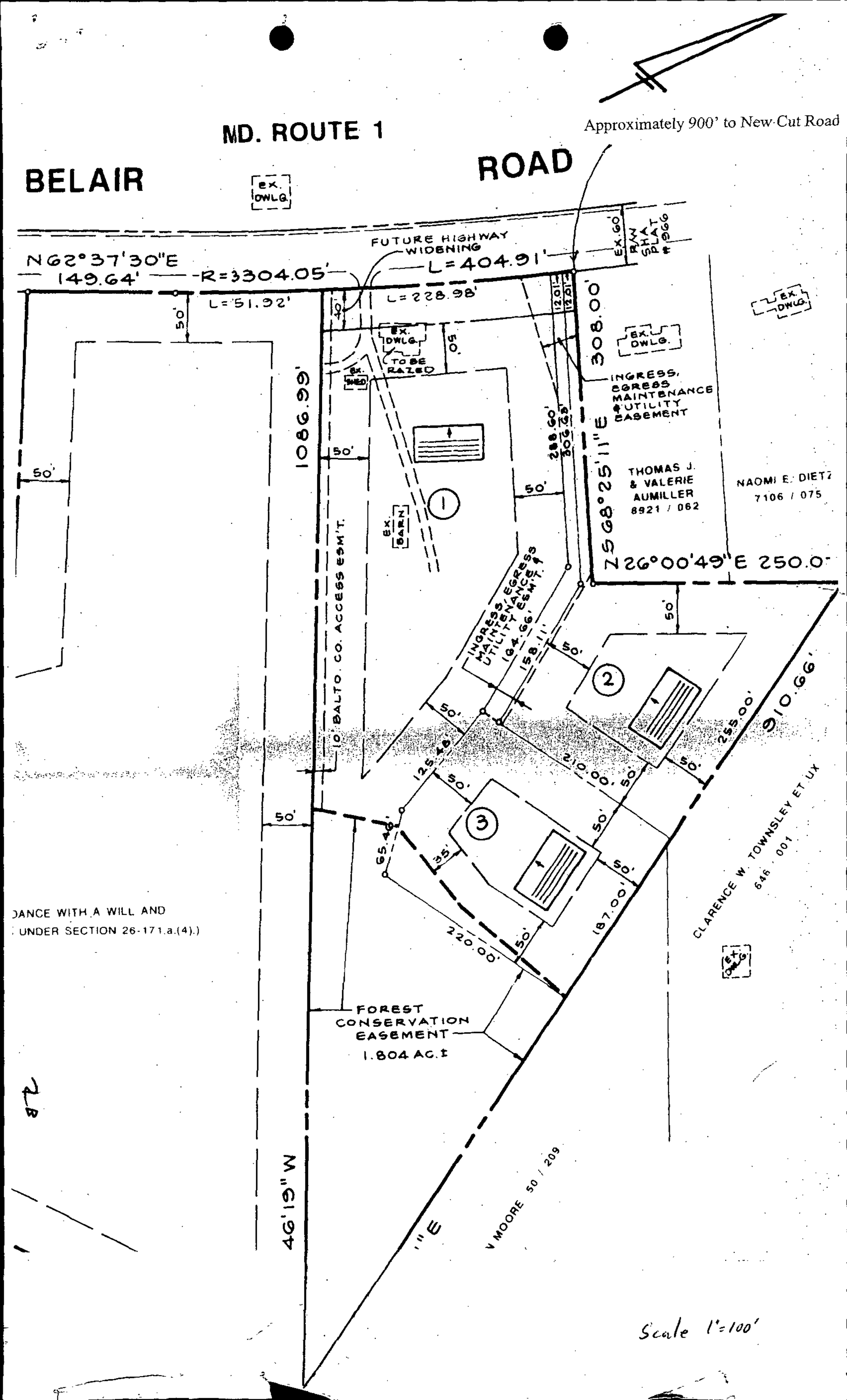
	YES	NO
CHESAPEAKE BAY CRITICAL AREA	☐	☑
100 YEAR FLOOD PLAIN	☐	☑
HISTORIC PROPERTY/ BUILDING	☑	☐
PRIOR ZONING HEARING		

ZONING OFFICE USE ONLY

REVIEWED BY	ITEM #	CASE #
JF	2809	

PREPARED BY _____

2A



DANCE WITH A WILL AND
UNDER SECTION 26-171.a.(4).)

28

Case No.: 07-289-SPH

12431 BELAIR RD

Exhibit Sheet

	Petitioner/Developer	Protestant
No. 1	PACKAGE OF CORRESPONDENCE CONTRACT OF SALE	MINUTES - Md Historical Trust
No. 2	2A - Page 1 2B - Page 2 SITE PLAN	Presidents Letter KINGSVILLE CIVIC ASSOC.
No. 3	COUNCIL BILL 94-06	
No. 4	PHOTO'S OF HOUSE EXISTING CONDITIONS	
No. 5	MR. LITTLES TESTIMONY RE MHT INVENTORY RIGHTS [UNDER OATH]	
No. 6	Md Historical Trust INVENTORY - APPLICATION	
No. 7		
No. 8		
No. 9		
No. 10		
No. 11		
No. 12		

BA # 3079
Dietz

BA-3079
Anthony Dilworth Farm
12431 Belair Road
Kingsville vic.
c. 1852-60
Private

The Anthony Dilworth Farm is located at 12431 Belair Road in northeastern Baltimore County, Maryland. The farm consists of a stone and frame dwelling, a frame garage, and a frame barrack. The house faces northwest toward the road, and is a two-story, five-bay by one-bay structure with a gable roof that has asphalt shingles and a northeast-southwest ridge. It has German siding on all but the two southwest bays of the first-story, which are parged masonry. The foundation is rubble stone. There is a two-story, two-bay by two-bay ell with a gable roof that has a northwest-southeast ridge and a brick chimney in the center of the ridge. In the reentrant angle is a one-story, two-bay by three-bay addition with a parged foundation, wood shingle siding, and a shed roof with asphalt shingles. The house has a center-passage, single-pile plan. The passage has a straight run of stairs on the northeast.

Mary Lee of Harford County owned the Anthony Dilworth Farm in the early nineteenth century, and in a deed of gift in 1835 she transferred the 100-acre property to her son, William T. Munnickhuysen, also a resident of Harford County. The 1850 Sidney map of the county has both Munnickhuysen's name at this location and the name of S. Turem. Neither one is found in the Baltimore County census for 1850, but presumably Munnickhuysen was living in Bel Air, and Turem was likely a tenant. Anthony Dilworth purchased 25 acres of the property in 1852 for only $450, or less than $18 an acre. That would suggest that there were no improvements at that time, or at least that they were

PROTESTANT'S
EXHIBIT NO. 1

BA-3079

insubstantial and perhaps deteriorated. The rather small quantity of land and its location on a turnpike suggest that, in addition to farming, Dilworth had a trade to raise money. The core of the house is a two-bay, one-story stone structure that could have been a small dwelling, but could also have had another, as yet unknown, function. This section could have existed when Dilworth purchased the property, but there are few details that can be confidently dated. A two-story, center-passage plan house was constructed around and on top of this building. Dilworth sold the property in 1869 for $2100, a clear indication that there were changes to the landscape. John H. Klausmier purchased Dilworth's farm and retained it until 1904, when he died. Klausmier probably never lived here, and it would appear that it had reverted to tenant status. John H. Dietz purchased it in 1904 for $2400, so it would seem that few changes had been made in the intervening years. It remains in the Dietz family at present, but is vacant and unsecured.

Maryland Historical Trust Maryland Inventory of Historic Properties Form

Inventory No. BA-3079

1. Name of Property (indicate preferred name)

historic	*Anthony Dilworth Farm*
other	

2. Location

street and number	12431 Belair Rd	___	not for publication
city, town	Kingsville	X	vicinity
county	Baltimore County		

3. Owner of Property (give names and mailing addresses of all owners)

name	Mary Lou Dietz				
street and number	917 Rosemont Dr			telephone	
city, town	Joppa	state	MD	zip code	21085-1513

4. Location of Legal Description

courthouse, registry of deeds, etc.	Baltimore County Courthouse	tax map and parcel:	55-447		
city, town	Towson	liber	11137	folio	246

5. Primary Location of Additional Data

___ Contributing Resource in National Register District
___ Contributing Resource in Local Historic District
___ Determined Eligible for the National Register/Maryland Register
___ Determined Ineligible for the National Register/Maryland Register
___ Recorded by HABS/HAER
___ Historic Structure Report or Research Report
___ Other

6. Classification

Category
___ district
X building(s)
___ structure
___ site
___ object

Ownership
___ public
X private
___ both

Current Function
___ agriculture
___ commerce/trade
___ defense
___ domestic
___ education
___ funerary
___ government
___ health care
___ industry
___ landscape
___ recreation/culture
___ religion
___ social
___ transportation
___ work in progress
___ unknown
X vacant/not in use
___ other: _____

Resource Count

Contributing	Noncontributing	
3	0	buildings
0	0	sites
0	0	structures
0	0	objects
3	0	Total

Number of Contributing Resources previously listed in the Inventory 0

7. Description

Inventory No. BA-3079

Condition

___ excellent	___ deteriorated
___ good	___ ruins
X fair	___ altered

Prepare both a one paragraph summary and a comprehensive description of the resource and its various elements as it exists today.

The Anthony Dilworth farm is located at 12431 Belair Road in northeastern Baltimore County, Maryland. The farm consists of a stone and frame dwelling, a frame garage, and a frame barrack. The house faces northwest toward the road, and is a two-story, five-bay by one-bay structure with a gable roof that has asphalt shingles and a northeast-southwest ridge. It has German siding on all but the two southwest bays of the first-story, which are parged masonry. The foundation is rubble stone. There is a two-story, two-bay by two-bay ell with a gable roof that has a northwest-southeast ridge and a brick chimney in the center of the ridge. In the reentrant angle is a one-story, two-bay by three-bay addition with a parged foundation, wood shingle siding, and a shed roof with asphalt shingles.

On the northwest elevation, the first-story north bay has a six-over-six sash with a mitered frame that has a beaded interior edge and shutter hinges. There are fake shutters now at the window. The window has parting beads, but most of them are now missing. This window is typical for the house. The north-center bay has a typical six-over-six sash and the center bay has a four-panel door with sunken fields, quirked ogee and bevel panel moulds, and a typical frame. There is a two-light transom. The west-center bay has a six-panel door in which the top two panels have been converted to lights. The other panels have sunken fields and no panel moulds. There is a back band across the top that has a cavetto, but no back band on the sides. This back band could be covered with parging or could have been removed. The west bay has a six-over-six sash with a plain, wide mitered frame, a wood sill, and no parting beads. There is a five-bay, one-story porch with six chamfered wood posts with simple caps. The half-hip roof has asphalt shingles. There is no evidence that the porch ever had railings. It has a tongue and groove wood deck and a wood soffit of beaded-edge boards with gaps between them. The second story has five typical six-over-six sash. There is an interior brick chimney on the southwest gable end. The eave is covered with a board nailed at the same pitch as the rafters, and there is a plain fascia board.

The first story of the southwest elevation is parged and has no openings. The second story and gable end also have no openings. The south bay of the foundation has a six-light sash with a wood lintel. The raking eaves have fascia boards on the wall. The southwest elevation of the addition has two one-over-one sash with head cut trim on the first story. The foundation has paired six-light sash. The southwest elevation of the ell has a typical six-over-six sash in the south bay of the second story.

The southeast elevation of the addition has a one-over-one sash, like that on the southwest, in the center, and it is flanked on each side by a door with four lights over two lying panels. The doors also have head cut trim. A porch has been added across this whole section. It has a concrete deck and four plain posts. The second story of the main block has a typical six-over-six sash to the south and a rock-faced CMU chimney in the center. The southeast elevation of the ell has a cellar bulkhead door in the foundation. The first story has a door with two lights over three lying panels to the south, and a typical six-over-six sash to the east. The second story and gable end have no openings. There are raking fascia boards like those on the southwest elevation.

On the northeast elevation is a one-bay by two-bay, one-story wing with a concrete foundation, German siding, and a shed roof that is almost flat and appears to be covered with tar. This wing has a six-over-six sash on the northeast and southeast elevations, and two on the northwest. All of these windows have mitered frames with a small bevel as a back band. The northeast elevation of the ell has a typical six-over-six sash in the east bay of the first story, and two on the second story. The second story of the main block has one typical six-over-six sash.

The house has a center-passage, single-pile plan. The passage has a straight run of stairs on the northeast. It has a plain open stringer, a turned newel post, square balusters, and an ovoid handrail. The doors have four panels with sunken double fields, and have pediimented head cut trim. The passage passes under and behind the stairs to connect to the ell. The southwest room has a fireplace on the southwest that has splayed, parged stone jambs. The wood mantel has a double bead on the inside and outside edges. Beneath the mantelshelf is a board with a beaded bottom edge. The window on the northwest has splayed jambs and no trim. The doors on the northwest and southeast also have no trim, while the door on the northeast matches those in the passage.

Maryland Historical Trust Maryland Inventory of Historic Properties Form

Inventory No. BA-3079

Name Anthony Dilworth Farm
Continuation Sheet
Number 7 Page 1

The northeast room has a mantel on the southeast elevation that has tapered pilasters and a narrow paneled frieze that is sunken and flat, with ovolo and cavetto panel moulds. The south corner of the room is curved. The windows here and in the ell have flat, pedimented trim. The ell has a chimney on the northwest elevation with a stovepipe hole.

The second story windows and doors all have the typical pedimented trim, and it is fastened with cut nails. The four-panel doors have sunken, flat panels with quirked ogee and bevel panel moulds. The stair railing at the top of the stairs is half round and has square balusters. The second story plan mirrors the first story, but at the northwest end of the passage is a bathroom.

About 15 feet south of the house is a garage. It is a one-story, two-bay by one-bay frame structure with vertical-board siding and a gable roof of corrugated metal with a northeast-southwest ridge. The northwest elevation has a pair of large plywood doors to the north and a short vertical board door to the west. The northeast elevation has no openings. There are two small shed additions on the southeast elevation, but they are collapsing. The south corner post is hewn, but is a reused timber, as the frame is nailed together.

There is a frame barrack located approximately 100 feet southeast of the house. It has a concrete foundation, vertical-board siding, and a gable roof with inverted-v-seam metal and a northwest-southeast ridge. It is a one-story, three-bay by one-bay structure. The northeast elevation has a pair of wagon doors on rollers in the center and a six-light sash in the east bay. The northwest elevation has no openings. The southeast elevation has a window opening to the south and two door openings to the east. The eastern-most door still retains the bottom half of a vertical-board Dutch door. The southwest elevation has a pair of wagon doors on rollers in the center and a six-light sash to the south. The framing is circular sawn and is fastened with wire nails. It has four by four posts with up braces and two by four rafters that are mitered at the ridge. A board wall divides the southeast end from the center of the barrack, and the southeast end is divided into two pens.

8. Significance

Inventory No. BA-3079

Period	Areas of Significance	Check and justify below		
__ 1600-1699	__ agriculture	__ economics	__ health/medicine	__ performing arts
__ 1700-1799	__ archeology	__ education	__ industry	__ philosophy
X 1800-1899	X architecture	__ engineering	__ invention	__ politics/government
X 1900-1999	__ art	__ entertainment/ recreation	__ landscape architecture	__ religion
__ 2000-	__ commerce	__ ethnic heritage	__ law	__ science
	__ communications	__ exploration/ settlement	__ literature	__ social history
	__ community planning		__ maritime industry	__ transportation
	__ conservation		__ military	__ other:

Specific dates n/a **Architect/Builder** n/a

Construction dates c. 1852-60

Evaluation for:

__ National Register __ Maryland Register X not evaluated

Prepare a one-paragraph summary statement of significance addressing applicable criteria, followed by a narrative discussion of the history of the resource and its context. (For compliance reports, complete evaluation on a DOE Form - see manual.)

Mary Lee of Harford County owned the Anthony Dilworth Farm in the early nineteenth century, but no deed could be found to explain when and how she acquired the property. In a deed of gift in 1835 she transferred the 100-acre property to her son, William T. Munnickhuysen, also a resident of Harford County. The 1850 Sidney map of the county has both Munnickhuysen's name at this location and the name of S. Turem. Neither one is found in the Baltimore County census for 1850, but presumably Munnickhuysen was living in Bel Air (where he was located in 1852 when he sold the property), and Turem was likely a tenant. Anthony Dilworth purchased 25 acres of the property in 1852 for only $450, or less than $18 an acre. That would suggest that there were no improvements at that time, or at least that they were insubstantial and perhaps deteriorated. The rather small quantity of land and its location on a turnpike suggest that, in addition to farming, Dilworth had a trade to raise money. Dilworth sold the property in 1869 for $2100, a clear indication that there were changes to the landscape. The 1877 Hopkins atlas of the county shows an "A. Dilworth" with a store at the south end of Kingsville, which may explain both Dilworth's profession and why he sold the property; a business in town would have drawn much more activity than merely being located along the turnpike. John H. Klausmier purchased Dilworth's farm and retained it until 1904, when he died. Klausmier probably never lived here. The 1877 Hopkins atlas also shows a "J. H. Clausmeyer" located southwest of the Dilworth Farm, and does not show the Dilworth property at all, suggesting that it had reverted to tenant status. It does not show up on the 1898 Bromley atlas, or the 1915 version, for that matter. John H. Dietz purchased it in 1904 for $2400, so it would seem that few changes had been made in the intervening years. It remains in the Dietz family at present, but is vacant and insecured. (1)

The core of the house is a two-bay, one-story stone structure that could have been a small dwelling, but could also have had another, as yet unknown, function. This section could have existed when Dilworth purchased the property, but there are few details that can be confidently dated. A two-story, center-passage plan house was constructed around and on top of this building. While it seems excessive to have retained and worked around this small structure, a similar approach has been noticed elsewhere, in rural buildings. It was probably Dilworth who made these additions, as the deeds suggest. The turned newel with square balusters and flattened handrail, the pedimented trim over the doors, and the tapered pilasters on the northeast room mantel are all consistent with vernacular farmhouses in the 1850s. The six-over-six sash began to fade from popularity at this time, and their use had been completely discontinued by 1870 in rural areas. There are several other periods of changes to the house, too. The Dietz family probably added the German siding after acquiring the farm. If it had been a rental property for over thirty years, the maintenance may have lapsed, requiring this change. They probably added the rear addition at a later date, in the 1920s or '30s, and perhaps when it changed hands again after the death of John Dietz in 1934. The addition on the northeast likely dates to after the Second World War. The Dietzs were likely also responsible for constructing the outbuildings on the property.

Maryland Historical Trust Maryland Inventory of Historic Properties Form

Inventory No BA-3079

Name Anthony Dilworth Farm

Continuation Sheet
Number 8 Page 1

Notes:

(1) Baltimore County Land Records. TK 200-81; HMF 1-398; EHA 64-539, WPC 276-368; 10265-276. J. C. Sidney, Map of Baltimore County, Maryland. (1850). G. M. Hopkins, Atlas of Baltimore County, Maryland (Philadelphia, 1877). G. W. Bromley, Atlas of Baltimore County, Maryland (Philadelphia. 1898. 1915).

9. Major Bibliographical References

Inventory No. BA-3079

See continuation sheet.

10. Geographical Data

Acreage of surveyed property 4.251
Acreage of historical setting 4.251
Quadrangle name White Marsh Quadrangle scale 1:24000

Verbal boundary description and justification

The boundaries consist of the entire property.

11. Form Prepared By

name/title	Kenneth M. Short		
organization		date	01/27/2003
street and number	610 Regester Ave.	telephone	410-377-4953
city or town	Baltimore	state MD	zip code 21212-1915

The *Maryland Inventory* of Historic Properties was officially created by an Act of the Maryland Legislature to be found in the Annotated Code of Maryland, Article 41, Section 181 KA, 1974 supplement.

The survey and inventory are being prepared for information and record purposes only and not constitute any infringement of individual property rights

return to: Maryland Historical Trust
DHCD/DHCP
100 Community Place
Crownsville MD 21032
410-514-7600

Anthony Dilworth Farm
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BA 3079
12931 Belair Rd
CHAIN OF TITLE

GRANTOR/FROM	GRANTEE/TO	DATE	LIBER/FOLIO	INSTRUMENT	CONSIDERATION	ACREAGE	NOTES
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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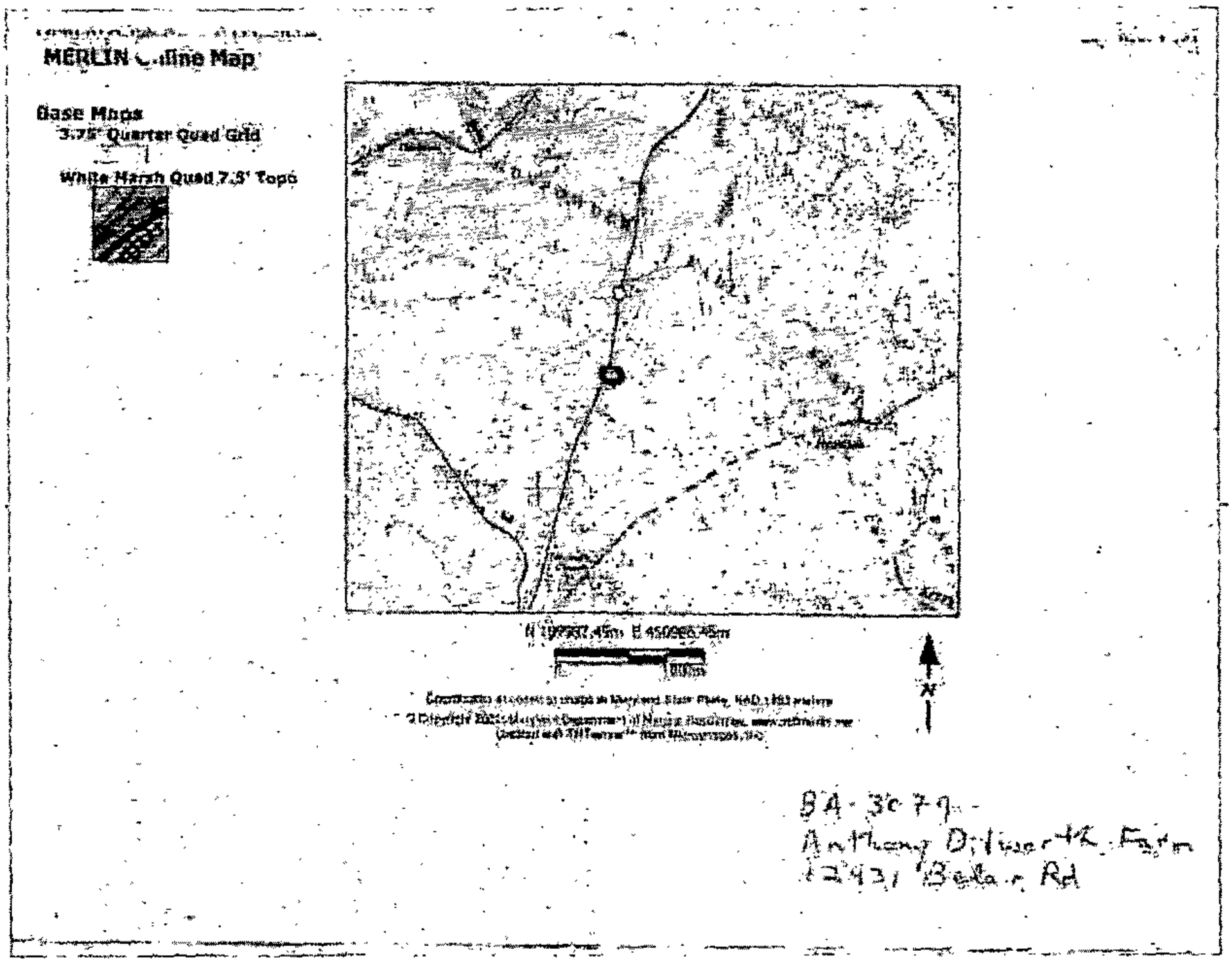

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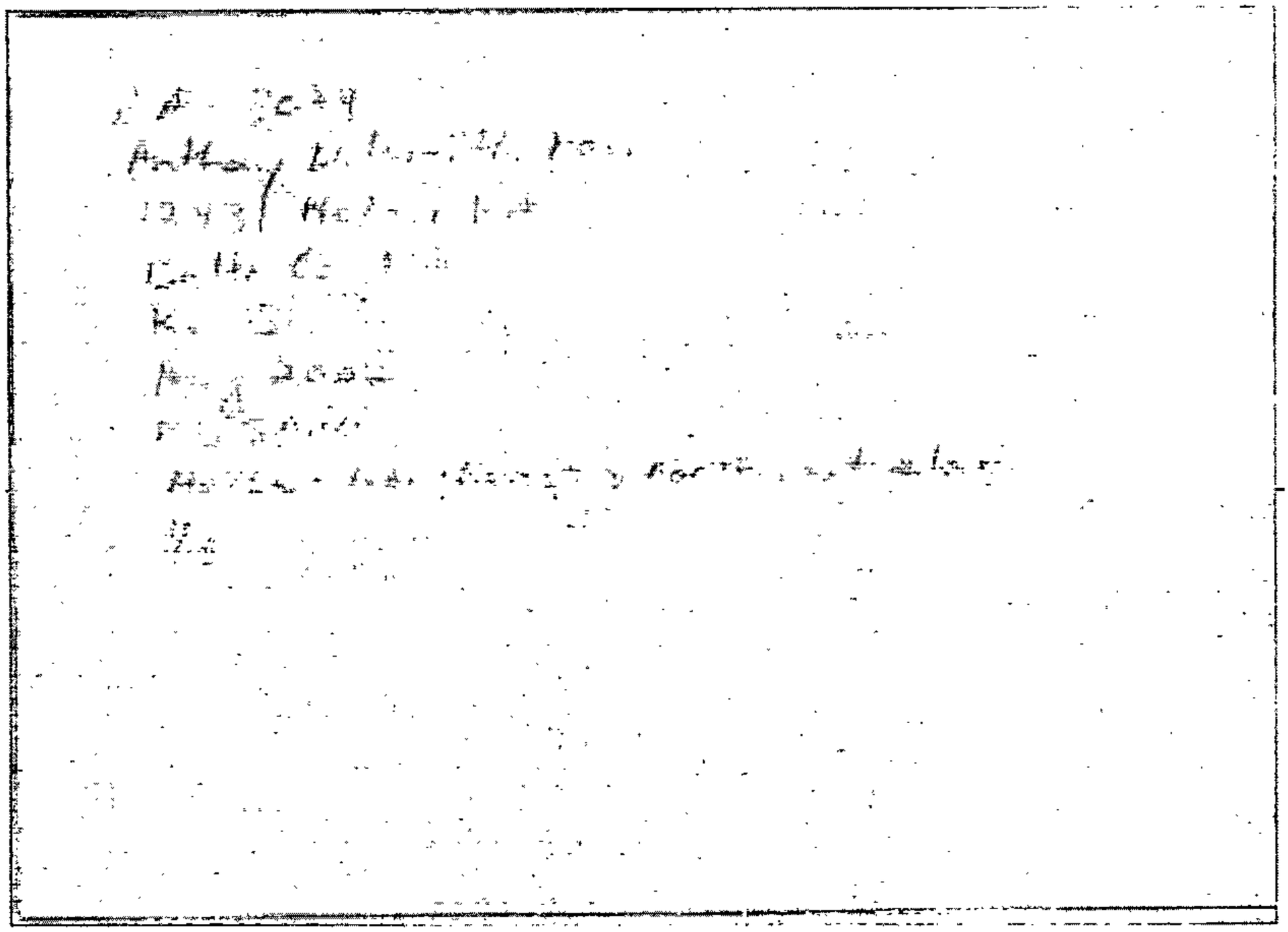

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Add Single Image to Print List Add All Images to Print List

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Greater Kingsville Civic Association, Inc.
P. O. BOX 221 ~ KINGSVILLE, MARYLAND 21087

PROTESTANT'S
EXHIBIT NO. 2

March 6, 2007

William J. Wiseman, III
Zoning Commissioner
401 Bosley Avenue, Room 405
Towson, Maryland 21204

RE: Proposal for razing the Dilworth-Dietz Farmstead (MHT #BA-3079) – case# 07-289-SPH

Dear Mr. Wiseman,

The Greater Kingsville Civic Association is requesting your help to preserve some of the historic rural fabric of our community. We ask for thoughtful, thorough consideration to be given with regard to the proposal to raze the historic Dilworth-Dietz Farmstead that is listed on the Maryland Historic Trust (MHT) list as #BA-3079. As you will see from the attached letter to Mrs. Dietz, we are asking that same help and consideration from her. The reason we addressed her directly is out of respect for her as a local property owner and because we hold hope that this issue can be resolved in a non adversarial manner that could benefit both Mrs. Dietz and the community.

Our organization does not claim to have the expertise of MHT (who after thorough research placed this site on their list), or that of the Landmarks Preservation Commission. Therefore, we have been following their lead, particularly when hearing the enthusiastic comments of the LPC after they performed a thorough visit to the historic site (see attached 1/12/06 LPC minutes)

As referenced in our letter to Mrs. Dietz (see attached letter) we think there may be some very reasonable alternative options, one of which includes the previously approved plat (see attached plat).

One of the issues of concern that has been raised about preserving this site is its close proximity to Belair Road. However, it is located well beyond the SHA right-of -way. There are countless examples of homes, trees or other structures lying ***within*** rights-of-way along our rural roads---indeed, that is what helps to give our County its rural character (see attached photo as an example – taken south of the Dietz property on Belair Road in Kingsville). Added to this is the reality that this historic farmstead does not lie along an untraveled road, unseen by most, but lies along on the main corridor of Kingsville, offering a glimpse of our history to thousands daily.

In summary, we are requesting your assistance in preserving this historic building by denying the request to raze it and encouraging the pursuit of alternative options that could benefit all those concerned. Thank you for your time and consideration.

Sincerely,

Michael A. Trush

Michael A. Trush, President

Minutes
Landmarks Preservation Commission
January 12, 2006

An informal, public, pre-meeting review of the Agenda was conducted by the staff. The Commission took no votes in the pre-meeting session.

Ms. Kim Abe gave a presentation on two National Register nominations scheduled for public hearing that evening. One dealt with the Central Catonsville and Summit Park District, the other with the Goucher College campus. Ms. Abe mentioned that the architectural historian Ken Short, in consultation with area residents, had prepared the Central Catonsville and Summit Park nomination. If approved by the National Park Service, this would be the second National Register District in Catonsville. She noted that there are 553 contributing structures, including outbuildings, within the district. Using slides, Ms Abe showed examples of the prevalent architectural styles and their distinguishing characteristics. Among the styles represented are Queen Anne, Bungalow, American Four-Square, Georgian Colonial, Dutch Colonial and English Cottage Revival.

On to the Goucher nomination, Ms Abe explained that Goucher College is a small co-educational institution, founded by the Lovely Lane Methodist Church in Baltimore and begun as a women's college. The new campus near Towson attained architectural recognition, because the leading architects at the time were invited to participate in a competition for the design of the campus. Moore and Hutchins won the competition and eventually designed nine campus buildings. Again, Ms. Abe showed slides of the most prominent buildings and explained their respective architectural features.

The Chairman, Mr. Matthews, convened the regularly scheduled meeting at 5:55 pm. The following Commissioners were:

Present	Not Present
Mr. James E. Matthews, Chairman	Mr. Qutub Syed
Mr. John W. Hill, Vice-Chairman	Mr. Edward A. Griffith
Mr. Louis S. Diggs	Mr. Thomas L. Reynolds
Ms. Wendy McIver	Mr. Edward E. Hardester, Jr
Mr. 'Spike' Schnitzker	
Mr. H. Edward Parker	
Ms. Sandra Caslin	
Ms. Norma Secoura	
Mr. Steven K. Fedder	
Mr. C. Bruce Boswell	
Mr. David Bryan	

Planning Office staff present included Vicki Nevy, (Secretary/Administrator) Caren Hoffberger, Kim Abe, Jeff Long, Karin Brown and Tim Dugan.

Mr. Matthews stated for the record that the Commission operates under Title 32 of the County Code, the Secretary of the Interior's Standards, and its own Rules of Procedure and Historic Guidelines and Regulations. Mr. Matthews then introduced and welcomed the newest member of

7. **"Wickcliffe" ("Castle," stone garage/carriage-house, stone walls and driveway bidges) at "Maryvale," Greenspring Valley Road (County Register # BA-1602); contributing property in the Greenspring Valley National Register Historic District)**

Mr. Matthews inquired whether anyone wished to testify in regard to this nomination. Hearing no response he noted that there was a request by both sides to continue the hearing. Mr. Hill moved to continue the hearing to the March 9, 2006 meeting. Mr. Diggs seconded the motion. Except for Mr. Parker, who was opposed, all members of the Commission voted in favor of the motion. The motion passed.

8. **Woodhouse-Reister House (Sparks State Bank property), 929 East Quaker Bottom Road, Sparks (built ca. 1882); contributing dwelling in the Sparks African American Survey District (County Register # BA-3089)**

This item concerns a demolition application that is on hold, pending LPC's decision on Landmark Listing. The item had been postponed to the January date at the December 8, 2005 meeting. Mr. Diggs, supported by the owner's attorney, asked to postpone the hearing until March 9, 2006.

The request to continue the hearing to the March 9, 2006 meeting, was approved via the consent agenda.

9. **Dilworth-Dietz Farmstead (Dietz property), 12431 Belair Road, Kingsville vicinity (County Register # BA –3079)**

Mr. Matthews read staff's recommendation to place the Dilworth-Dietz Farmstead, not including the one-story additions on the north and in the rear, on the Landmarks List. The house qualifies under criterion (1) – for its association with the Kingsville-area pattern of residential development along Belair Road, and criterion (2) – as a distinctive example of a vernacular farm dwelling, enlarged, from a simple one-room mid-19th century building with massive stone walls, by the addition of a second story and two wings, but with a carefully-proportioned, unifying, symmetrical front façade for the entire building.

Mr. Dugan noted that the materials sent out to the members of the Commission included the site plan, which showed the property in question. Thanks to the hospitality of Ms. Dietz, the property owner, the Technical Committee had a successful site visit, which confirmed that the house should be preserved. The core, which was built ca. 1852, includes very thick stone walls. The structure was later enlarged via an L-shaped, frame addition and second story.

Mr. Boswell stated that the Technical Committee was composed of Mr. Hill, Ms. Secoura, Mr. Dugan and himself. The objective was to determine whether the structure met the criteria mentioned earlier and to establish whether the comments made by Ms. Dietz regarding the building's state of deterioration, were correct. Mr. Boswell found the building's foundation sound. There was minimal termite damage and some deterioration caused by powder-post beetles. He thought that the structure was not compromised by the later additions. Walking through the house he noticed cracks in the plaster, but he considered these problems cosmetic. Regarding Ms. Dietz's comment that due to a previous road widening the structure was too close to the road, Mr. Boswell noted that

neighboring properties had similar conditions and that it was not unusual to find historic buildings that close to a road.

Mr. Hill mentioned that he noticed a few broken glass panes in the windows. He thought the wooden floors were in good condition. Mr. Boswell observed that the glass in the windows was some of the most beautiful early "float" type glass he had seen in Baltimore County.

Mr. Dugan showed photographs of the exterior and interior of the structure. He pointed out the beautiful glass panes described previously by Mr. Boswell. He thought the fireplace was remarkable. The rear of the house had an original doorway, and in the basement are the original chestnut beams. He emphasized that the house should be preserved.

Ms. Dietz repeated some of the testimony provided in the December 8, 2005 LPC meeting, adding that she would give the house to the LPC, that all she wanted was to sell the lot.

Ms. Robin Beers, Ms. Laverne Laubach and Mr. Michael Trush testified jointly on behalf of the Greater Kingsville Civic Association (GKCA). Ms. Beers stated that the GKCA strongly supports placing the Dilworth-Dietz farmstead on the Landmarks List. The building is one of the few remaining buildings in Kingsville that represents a classic example of a vernacular homestead. It is particularly important to save historic sites along the Belair Road corridor, because they serve as testimony to Kingsville's rural heritage. A recent newspaper article established that only three percent of Baltimore County's structures predate World War II. Accordingly, every possible opportunity should be taken to preserve the remaining structures permanently. Mr. Trush, currently the president of the GKCA, stated that to preserve Kingsville's heritage, it was important to maintain its historic structures.

Mr. Michael Pierce, representing himself, stated that he lives approximately one mile from the Dilworth-Dietz farmstead. The building can be traced back to the early 1850s, when it was purchased by William Munichhausen. He strongly recommended that the house be placed on the Landmarks List.

Ms. Secoura moved to place the Dilworth-Dietz Farmstead on the Preliminary Landmarks List under the criteria cited earlier. Mr. Boswell seconded the motion. Addressing Ms. Dietz, Mr. Hill noted that a very nice addition could be added to the rear of the property. Mr. Matthews emphasized that only the original portion of the house was being placed on the Landmarks List. Mr. Dugan clarified that this means the entire 2nd story, continuing to the north and to the east, but not the two, one-story additions. All members of the Commission voted in favor, except for Mr. Diggs, who was opposed. The motion passed.

Greater Kingsville Civic Association, Inc.
P. O. BOX 221 ~ KINGSVILLE, MARYLAND 21087

March 1, 2007

RE: Proposal for razing the Dilworth-Dietz Farmstead

Dear Mrs. Dietz,

In writing this letter to you personally, we were hoping to avoid the often adversarial position and the lengthy time and expense when attorneys are involved in these matters.

First, we want to make you aware of the reasons why we requested a public hearing concerning the proposed razing of the historic house on your property. After the rapid destruction of so many historic buildings in the Baltimore County area, we felt that all historic structures deserve the right for a final public hearing when faced with a proposal for their destruction.

This particular issue came to our attention when Baltimore County pursued preserving this historic site through the Landmarks Preservation Commission (LPC) process. Our association recognizes that the LPC is much more experienced and knowledgeable in the field of historic preservation than us. Some of our board attended the LPC hearing, after the LPC had done their due diligence of an on-site visit. The LPC members' responses were overwhelmingly enthusiastic concerning the structural soundness and preservation worthiness of this farmstead. Based on all this information, our GKCA board strongly supported the effort to preserve this site.

In researching this matter further, we realize that you have a Baltimore County approved development plan from over 10 years ago. Therefore, with the intention of trying to be fair in this situation, it appears there are still some very reasonable options that could satisfy and benefit both the community and yourself. Since you made the offer to ***give*** this house to the County, it seems that instead you might make a profit from one of the following options:

(1) Following the guidance of the LPC, an addition could be built on the rear of this house and ***only*** demolish the existing more recent one-story additions that are not historically noteworthy. This option may appeal to some buyers who are particularly attracted to historic restoration, but also want to accommodate a residence that is more modern.
(2) Follow the Baltimore County approved plan, which shows more than adequate land to build a separate new residence well behind this historic building (as shown on the plan) and save this structure to be used as an accessory building. Some accessory uses might include storage, a home office, or even perhaps a rear entrance garage. There are at least two other locations in Kingsville where the home buyers actually considered it to be an extra value in using an existing older structure as an accessory use building to buffer along the roadway.
(3) Consideration could also be given to whether it would be appropriate to up-zone the property using ROA (Residential Office) zoning with a CR overlay for an adaptive reuse of this house for an office, antique shop, or some other small commercial use. This should give an increased value to the property.

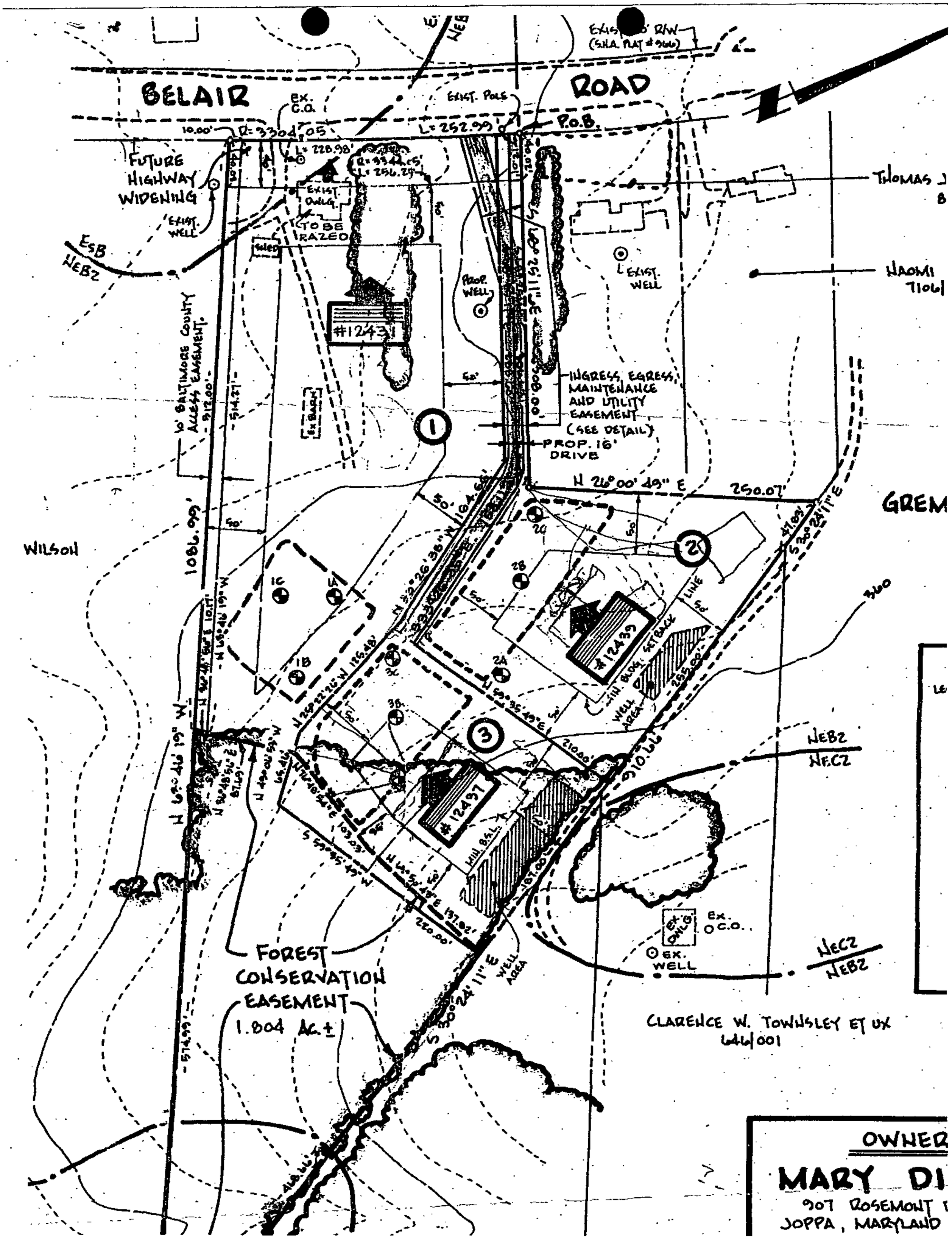
If an effort is made to advertise this lot on the market with these options, you may find a buyer who views this building as an ***asset*** to the property. This may especially be true if you target that particular market by advertising in the historic preservation magazines that list historic properties nationally. There are also some very enticing new Baltimore County programs where substantial money is available for help in the restoration process. We have many other properties in our area where buyers have accomplished this kind of restoration and preservation of older and historic homes.

We would ask that you consider postponing the destruction of this building and pursue one of these alternative options at this point. Pursuing any of these three options as an alternative to razing this historic structure could prove profitable to you and of benefit to the community, creating a winning situation for all those concerned.

Thank you for your time, caring and consideration.

Sincerely,

Michael A. Trush, President


BELAIR ROAD
EXIST. 60' R/W (S.H.A. PLAT #966)
EX. C.O.
EXIST. POLE
P.O.B.
L=252.99'
R=3304.05'
10.00'
L=228.98'
R=3344.65'
L=256.29'
FUTURE HIGHWAY WIDENING
EXIST. WELL
EXIST. DWLG.
TO BE RAZED
#12431
PROP. WELL
EXIST. WELL
THOMAS J. & HAOMI TIOW
GREM
WILSON
10' BALTIMORE COUNTY ALLEY EASEMENT
INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT (SEE DETAIL)
PROP. 16' DRIVE
N 26° 00' 49" E 250.07'
S 26° 24' 11" E 250.00'
1084.99'
914.27'
912.00'
574.99'
#12439
#12437
WELL AREA
BLDG. SETBACK LINE
FOREST CONSERVATION EASEMENT 1.804 Ac.±
CLARENCE W. TOWNSLEY ET UX 646/001
EX. WELL
EX. C.O.
EX. DWLG.
NEBZ
NECZ
NEBZ/NECZ
OWNER
MARY DI
907 ROSEMONT
JOPPA, MARYLAND

Historic Home (partly stone) - Belair Road N. of Jerusalem Road

Historic Home (partly stone) - Belair Road N. of Jerusalem Road

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

Go Back
View Map
New Search
GroundRent

Account Identifier: **District** - 11 **Account Number** - 1103024470

Owner Information

Owner Name:	CHRISTENBURY SILAS T CHRISTENBURY ILA W	**Use:** **Principal Residence:**	RESIDENTIAL YES
Mailing Address:	12009 CEDAR LN KINGSVILLE MD 21087-1635	**Deed Reference:**	1) 2)

Location & Structure Information

Premises Address
12009 CEDAR LA

Legal Description
ES CEDAR AVE
CEDAR HILL

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:
55	20	323				B	1	3	Plat Ref: 19/ 87

Special Tax Areas **Town**
Ad Valorem
Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1959	2,008 SF	29,403.00 SF	04

Stories	Basement	Type	Exterior
1	YES	STANDARD UNIT	BRICK

Value Information

	Base Value	Value As Of 01/01/2006	Phase-in Assessments As Of 07/01/2006	As Of 07/01/2007
Land	56,350	96,350		
Improvements:	135,600	183,430		
Total:	191,950	279,780	221,226	250,502
Preferential Land:	0	0	0	0

Transfer Information

Seller:	**Date:**	**Price:**
Type:	**Deed1:**	**Deed2:**
Seller:	**Date:**	**Price:**
Type:	**Deed1:**	**Deed2:**
Seller:	**Date:**	**Price:**
Type:	**Deed1:**	**Deed2:**

Exemption Information

Partial Exempt Assessments	Class	07/01/2006	07/01/2007
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:
* NONE *

Click here for a plain text ADA compliant screen.

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

Go Back
View Map
New Search
Ground Rent

Account Identifier: **District** - 01 **Account Number** - 357077

Owner Information

Owner Name:	DIETZ MARY LOU	**Use:**	RESIDENTIAL CONDO
		Principal Residence:	YES
Mailing Address:	4720 WATER PARK DR UNIT R BELCAMP MD 21017-1498	**Deed Reference:**	1) / 5687/ 339 2)

Location & Structure Information

Premises Address
4720 R WATER PARK DRIVE
BELCAMP 21017-1498
CONDO UNIT: 4720R

Legal Description
CONDO UNIT 4720-R
4720-R WATER PARK DRIVE
WATERS EDGE PT 12/90

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:	
63	2A	368		1104			4720R	3	Plat Ref:	12090

Special Tax Areas **Town** **Ad Valorem** **Tax Class**

Primary Structure Built	Enclosed Area	Property Land Area	County Use
2004	1,771 SF	1.00 SF	000000

Stories	Basement	Type	Exterior
		CONDO GARDEN	FRAME

Value Information

	Base Value	Value As Of 01/01/2006	Phase-in Assessments As Of 07/01/2006	As Of 07/01/2007
Land:	65,000	100,000		
Improvements:	209,000	290,000		
Total:	274,000	390,000	312,666	351,332
Preferential Land:	0	0	0	0

Transfer Information

Seller:	WATERS EDGE PROPERTIES LLC	**Date:**	11/03/2004	**Price:**	$344,070
Type:	IMPROVED ARMS-LENGTH	**Deed1:**	/ 5687/ 339	**Deed2:**	
Seller:	WATERS EDGE PROPERTIES LLC	**Date:**	08/11/2004	**Price:**	$0
Type:	NOT ARMS-LENGTH	**Deed1:**	/ 2681/ 1	**Deed2:**	
Seller:		**Date:**		**Price:**	
Type:		**Deed1:**		**Deed2:**	

Exemption Information

Partial Exempt Assessments	Class	07/01/2006	07/01/2007
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:

* NONE *

RA1001F

DATE: 11/15/2006 ASSESSMENT TAXPAYER SERVICE

TIME: 11:14:21

PROPERTY NO.	DIST	GROUP	CLASS	OCC.	HIST	DEL	LOAD DATE
22 00 023519	11	3-0	04-00	N	YES		10/03/06

DIETZ MARY LOU

DESC-1.. IMPS4.251 AC

DESC-2.. 900 FT S OF NEW CUT RD

907 ROSEMONT DR

PREMISE. 12431 BELAIR RD

00000-0000

JOPPA MD 21085-1513 FORMER OWNER: DIETZ MARY LOU

FCV	PRIOR	PROPOSED
LAND:	79,500	132,500
IMPV:	72,680	108,520
TOTL:	152,180	241,020
PREF:	0	0
CURT:	0	0
DATE:	08/02	09/05

TRANSFER DATA	
NUMBER.....	77886
DATE.....	07/24/95
PURCHASE PRICE..	0
GROUND RENT.....	0
DEED REF LIBR..	11137
DEED REF FOLIO..	246
YEAR BUILT.....	2
NEW CONSTR YR...	

PROPERTY ID	
LOT.....	1
BLOCK....	
SECTION..	
PLAT.....	MS
BOOK.....	0000
FOLIO....	0000
MAP.....	0055
GRID.....	0008
PARCEL...	0447

TAXABLE BASIS

211,406	LOT WIDTH..	228.93	SB
181,793	LOT DEPTH..	.00	WB
0	LAND AREA..	4.250 A	SS
			WD

ENTER-INQUIRY1 PA1-PRINT PF4-MENU PF5-QUIT

(3) An area may not be deemed to be an historic district unless and until it has been so designated by a law subject to the provisions of Section 308 of the Charter.

(4) If the Council approves a portion of the proposed historic district, that portion not included in the district may not be deemed to be an historic district.
(1988 Code, § 26-539) (Bill No. 18, 1990, § 2; Bill No. 6-99, § 1, 3-20-1999; Bill No. 112-02, § 2, 7-1-2004)

SUBTITLE 3. LANDMARKS

§ 32-7-301. LANDMARKS REGISTER.

The Commission shall compile and maintain a register of public and private structures in the county that the Commission considers to be of significant historical, architectural, archeological, or cultural value.
(1988 Code, § 26-540) (Bill No. 18, 1990, § 2; Bill No. 6-99, § 1, 3-20-1999; Bill No. 112-02, § 2, 7-1-2004)

§ 32-7-302. PRELIMINARY LANDMARKS LIST.

(a) *Authorized.* The Commission may adopt a preliminary landmarks list.

(b) *Findings.* Before any structure may be placed on the preliminary landmarks list, the Commission must specifically find that the structure qualifies by contributing substantially to the architectural, or historical heritage of the county, state, or nation because of any one or more of the following:

(1) It is associated with a personality, group, event, or series of events of historical importance;

(2) It is a distinctive example of a particular architectural style or period;

(3) It is a good example of the work of a noted architect or master builder;

(4) It is a work of notable artistic merit or an object of singular natural beauty; or

(5) It has yielded or may be likely to yield information or materials important in prehistory or history.

(c) *Notice and hearing.*

(1) The Commission shall conduct public hearings to determine which structures on the register may qualify to be included on the preliminary landmarks list.

(2) (i) For each structure or group of structures selected on the register, a sign shall be conspicuously posted by the Commission giving notice of the public hearing on whether a structure should be included on the preliminary landmarks list.

(ii) The public hearing shall be held no sooner than 45 days nor later than 60 days after the sign is posted.

(3) The Commission:

(i) Shall send notice of the hearing, by first-class mail, to the owner of each structure; and

(ii) May provide additional forms of notice in accordance with its rules.

(d) *Effect of selection for hearing.* During the time period between the public notice required in subsection (c) of this section and the decision of the commission, the exterior of any structure proposed for inclusion on the preliminary landmarks list may not be renovated, reconstructed, altered, or demolished.

(e) *Commission action.*

(1) The Commission shall act within 30 days after the public hearing or any continuation of the public hearing.

(2) The Commission shall submit the approved preliminary landmarks list to the County Executive for review before introduction in the County Council for adoption as a final landmarks list.

(3) The County Executive's review period may not exceed 60 days.
(1988 Code, § 26-540) (Bill No. 18, 1990, § 2; Bill No. 6-99, § 1, 3-20-1999; Bill No. 112-02, § 2, 7-1-2004; Bill No. 75-03, § 34, 7-1-2004)

§ 32-7-303. FINAL LANDMARKS LIST – ADOPTION.

(a) *Adoption.* The County Council may adopt a final landmarks list.

(b) *Structures for consideration.* The County Council may consider any structure or portion of a structure for inclusion on the final landmarks list if the structure was subject to the notice and hearing requirements of § 32-7-302(c) of this subtitle.

(c) *Notice and hearing.*

(1) (i) The County Council shall conduct public hearings to determine if the structures on the list should be included on the final landmarks list.

(ii) The County Council shall give at least 20 days advance notice of a hearing on the final landmarks list, including publication in a newspaper of general circulation.

(2) (i) At least 30 days before the hearing, the commission shall notify the owner of each property of the time and place of the hearing.

(ii) The notice to the property owner shall be sent by certified mail, return receipt requested, to the owner.

(iii) If service of the notice is unsuccessful, notice subsequently may be sent by regular mail, postage prepaid.

(3) During the period of notice, the preliminary landmarks list shall be available in the Office of Planning or at another public place as the County Council may designate for public inspection.

(d) *Council action.*

(1) The County Council shall adopt a final landmarks list within 90 days after the public hearing.

(2) A structure may not be deemed to be a landmark unless and until it has been so designated by a law subject to the provisions of Section 308 of the Charter.

(e) *Availability of the list.* The final landmarks list shall be available for public inspection in the Department of Permits and Development Management, the Office of Planning, the Land Records Office of the county, all branches of the county public library, and in the office of the Commission.
(1988 Code, § 26-540) (Bill No. 18, 1990, § 2; Bill No. 6-99, § 1, 3-20-1999; Bill No. 112-02, § 2, 7-1-2004)

§ 32-7-304. SAME — REMOVAL FROM LIST.

(1) The owner of any structure that appears on the final landmarks list may petition the Commission for removal from the list.

(2) The Commission shall then follow the notice and public hearing procedures under § 32-7-302(c) of this subtitle.

(3) If the Commission determines that the structure no longer qualifies as a landmark in accordance with § 32-7-302 of this subtitle, the Commission shall recommend the removal of the structure from the list in accordance with §§32-7-302(e) and 32-7-303 of this subtitle.
(1988 Code, § 26-540) (Bill No. 18, 1990, § 2; Bill No. 6-99, § 1, 3-20-1999; Bill No. 112-02, § 2, 7-1-2004)

SUBTITLE 4. CHANGES TO STRUCTURES OR PROPERTIES

§ 32-7-401. SCOPE.

This subtitle applies only to a structure that is:

(1) In a proposed or designated historic district;

(2) On a preliminary landmarks list;

(3) On a final landmarks list; or

(4) Any combination of items (1) through (3) of this section.
(Bill No. 112-02, § 2, 7-1-2004)

§ 32-7-402. COUNTY-OWNED STRUCTURES.

(a) *Referral to commission.* The agency having responsibility for the preparation of plans for alteration, demolition, reconstruction, or renovation of any structure that is owned by the county shall refer the plans to the Commission for approval before county action approving or otherwise authorizing the implementation of the plans.

(b) *Commission action.*

(1) If the Commission determines that the proposed plans are inappropriate, it shall promptly provide the requesting agency with a report specifying its reasons.

(2) If the Commission has not approved the plans or provided a report on the plans to the requesting agency within 45 days after receipt of the plans, the plans shall be deemed to be approved by the Commission.

(c) *Agency action.*

(1) If the Commission determines that the proposed plans are inappropriate and notifies the agency as provided in subsection (b)(1) of this section, the requesting agency shall modify its plans in accordance with the Commission's report or refer the plans to the County Administrative Officer for determination.

(2) Appeal from the determination of the County Administrative Officer may be made to the County Council for final determination.

(d) *No appeal to the Board of Appeals.* A decision by the commission, the County Administrative Officer, or the County Council under this section is not appealable to the Board of Appeals.
(1988 Code, § 26-541) (Bill No. 135-98, § 1, 2-26-1999; Bill No. 112-02, § 2, 7-1-2004)

§ 32-7-403. PERMIT REQUIRED.

A person shall apply for and receive from the Building Engineer a permit before a person may begin any:

(1) Excavation or the construction or erection of any building, fence, wall, or other new structure of any kind in a proposed or designated historic district;

(2) Alteration, demolition, reconstruction, or removal of an exterior architectural feature of any existing structure; or

(3) Demolition of any structure.
(1988 Code, § 26-542) (Bill No. 112-02, § 2, 7-1-2004)

§ 32-7-404. BUILDING ENGINEER TO REFER APPLICATION TO THE COMMISSION.

(a) *Required.* Within 5 days after receipt of an application (excluding Saturdays, Sundays, and legal holidays) for a permit as required under § 32-7-403 of this subtitle, the Building Engineer shall forward to the Commission:

(1) The application; and

(2) All plans and specifications relative to the application.

(b) *Commission requirements.*

(1) All plans, elevations, and other information considered necessary by the commission to determine the appropriateness of the proposed excavation, exterior architectural feature, or demolition of any structure shall be made available to the Commission.

(2) The Commission may not take action on any application until it determines that the application is complete and includes all necessary plans, elevations, and other information as required in this section.
(1988 Code, § 26-544) (Bill No. 112-02, § 2, 7-1-2004)

PLEASE PRINT CLEARLY

CASE NAME_____
CASE NUMBER_____
DATE_____

CITIZEN'S SIGN-IN SHEET

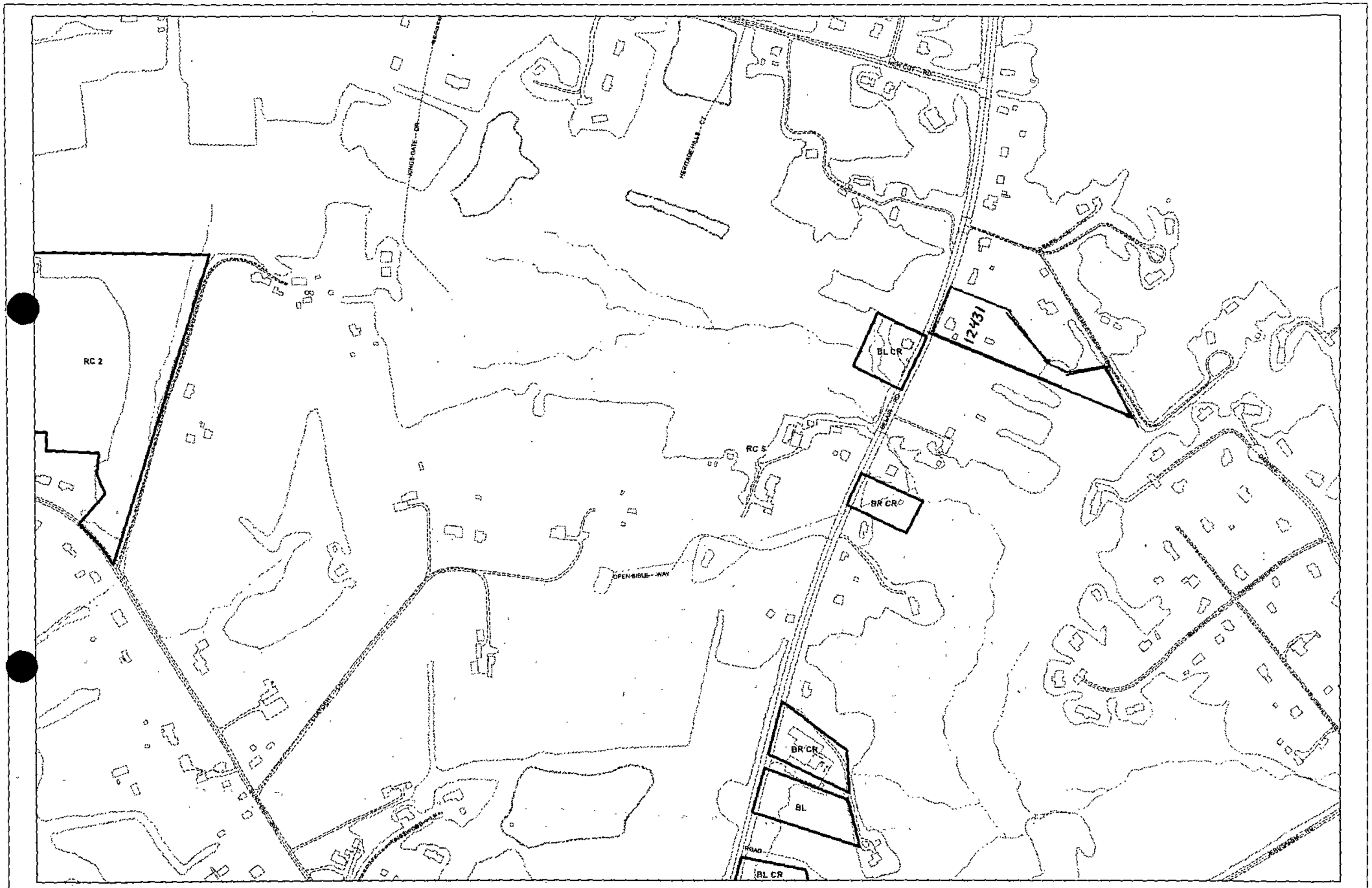
NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL
ROBIN Beers	12442 JERUSALEM ROAD	KINGSVILLE MD 21087	
Mike Pierce	7448 Bradshaw Rd	Kingsville MD 21087	

PLEASE PRINT CLEARLY

CASE NAME_____
CASE NUMBER_____
DATE_____

PETITIONER'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL
Michael Davis	110 Allegheny Ave	Towson MD 21204	MHDavis@venable.com
Arnold Porter	"	"	AJporter@venable.com
Mary Lou Dietz	4720 Water Pk. Dr. Unit B	Belcamp, MD. 21017	—



Plan Sheet: 055A2

Note
The zoning depicted in this application incorporates the actions associated with County Council Bills 82-04, 83-04, 84-04, 85-04, 86-04, 87-04, 88-04, and 89-04 adopted by the County Council on August 31, 2004. The action associated with County Council Bill 130-04 adopted on December 6, 2004 is also depicted. In addition, County Board of Appeals actions from MC 06-01, MC 05-02, MC 05-03, and MC 05-04 on February 9, 2005 are represented in this application.

Legend

Zoning — Streams — Vegetation
Buildings — Roads — Rail Lines

Baltimore County
Office of Planning and Zoning
Official Zoning Map

054B1	054C1	055A1	055B1	
054B2	054C2	055A2	055B2	
054B3	054C3	055A3	055B3	055C3

Scale
1" = 200'
0 100 200 400 Feet

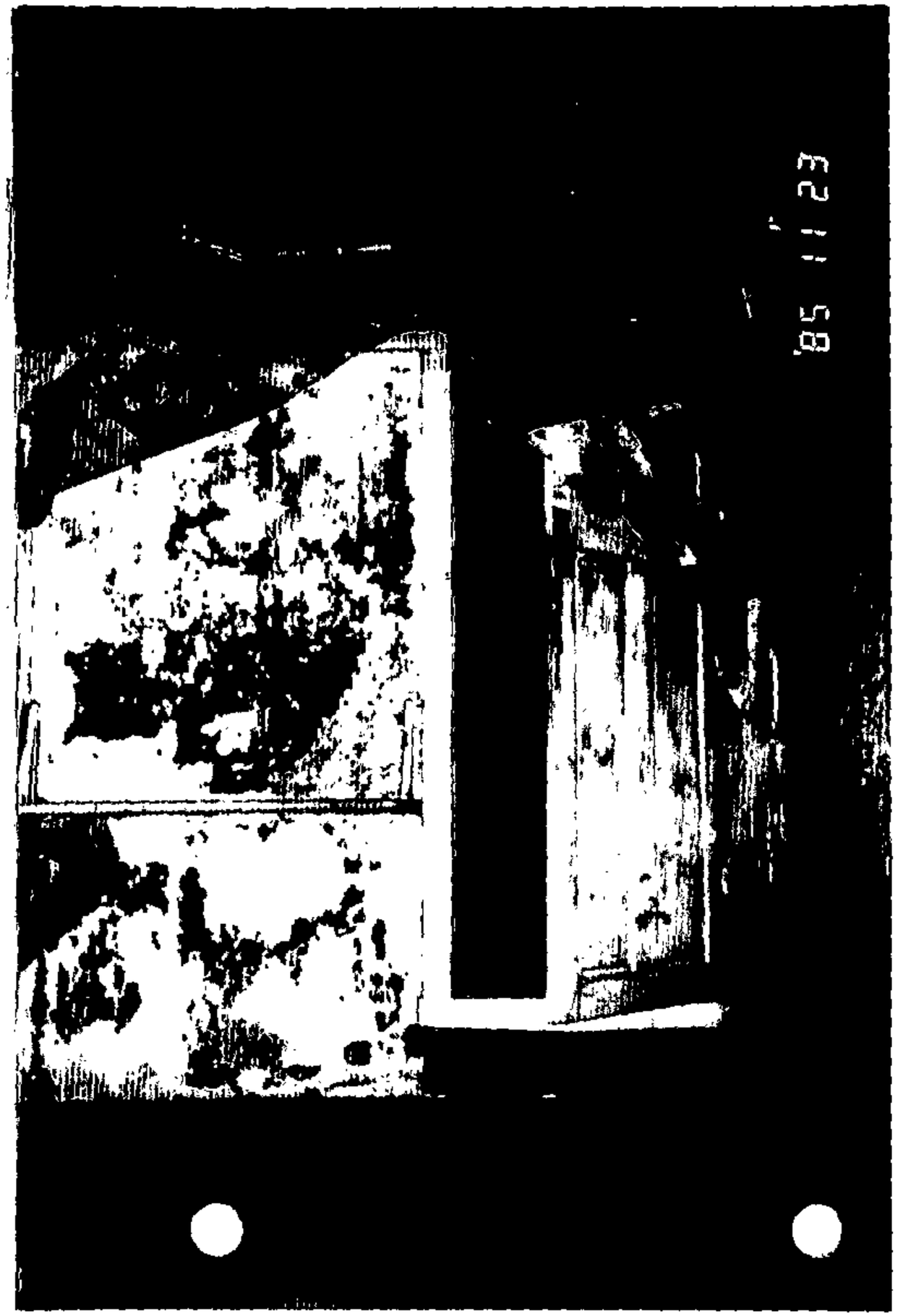
1

Data Sources:
Planimetric Data - Baltimore County
OITAGIS Services Unit
1:2400, from 1995/96 photography
Zoning - Baltimore County Office of Planning
1:2400, 2004

055A2

FC 5
12431
GREENS PARK
SL CR
BELAIR
BR CR
Copyright (C) 2005 Baltimore County, Maryland
0
0.07 mi

055 A 2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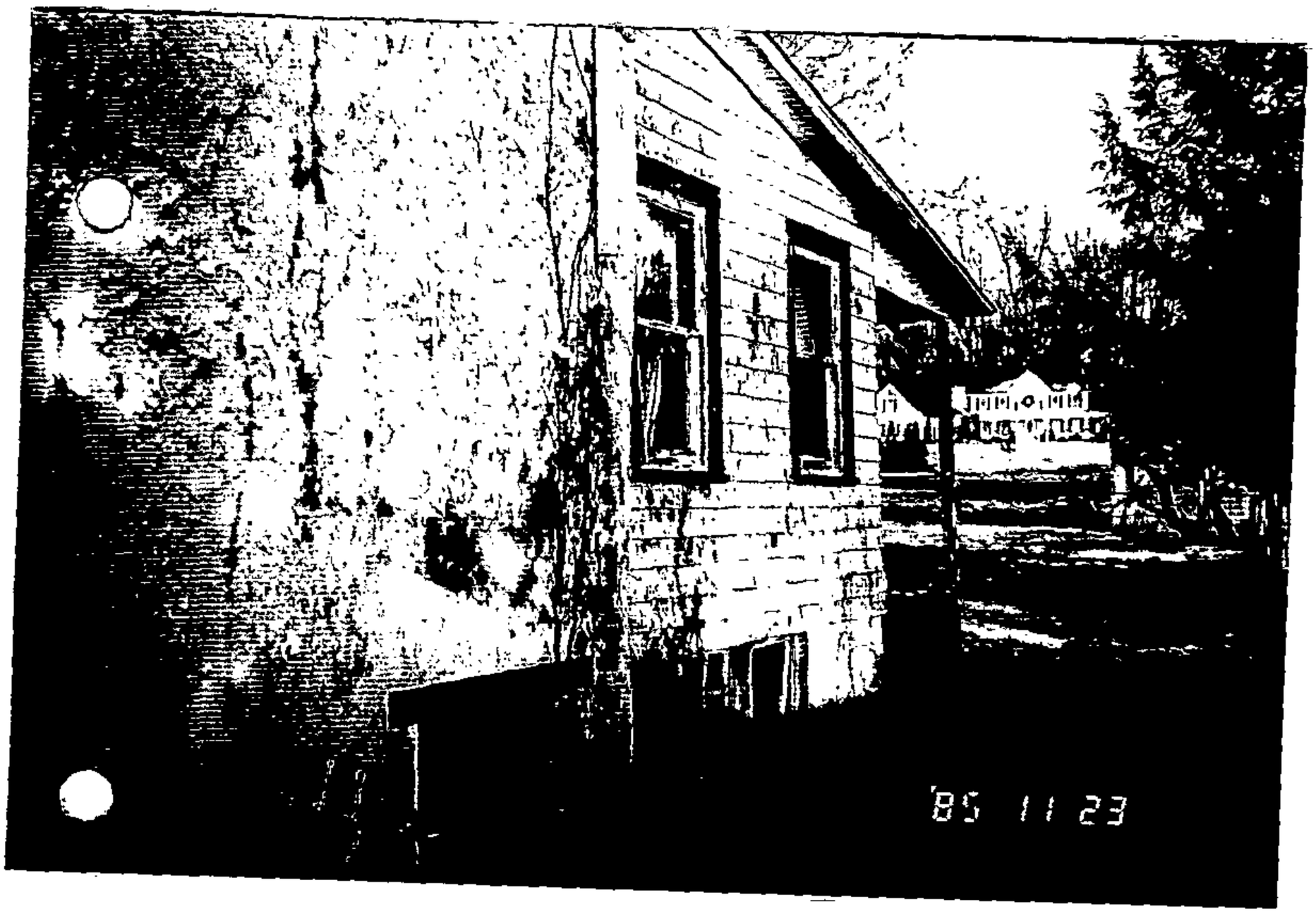
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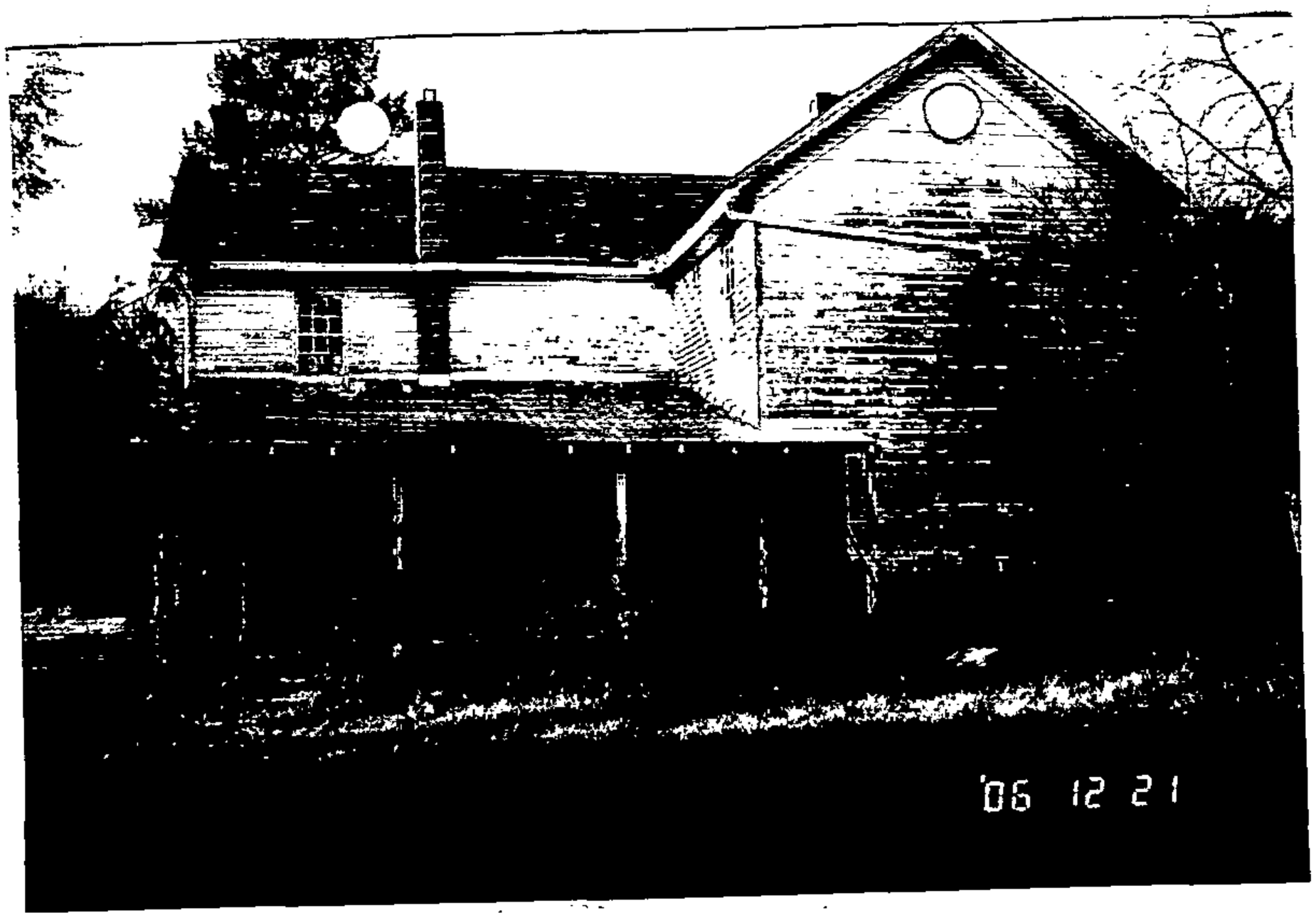
06 12 21

06 12 21

'06 12 21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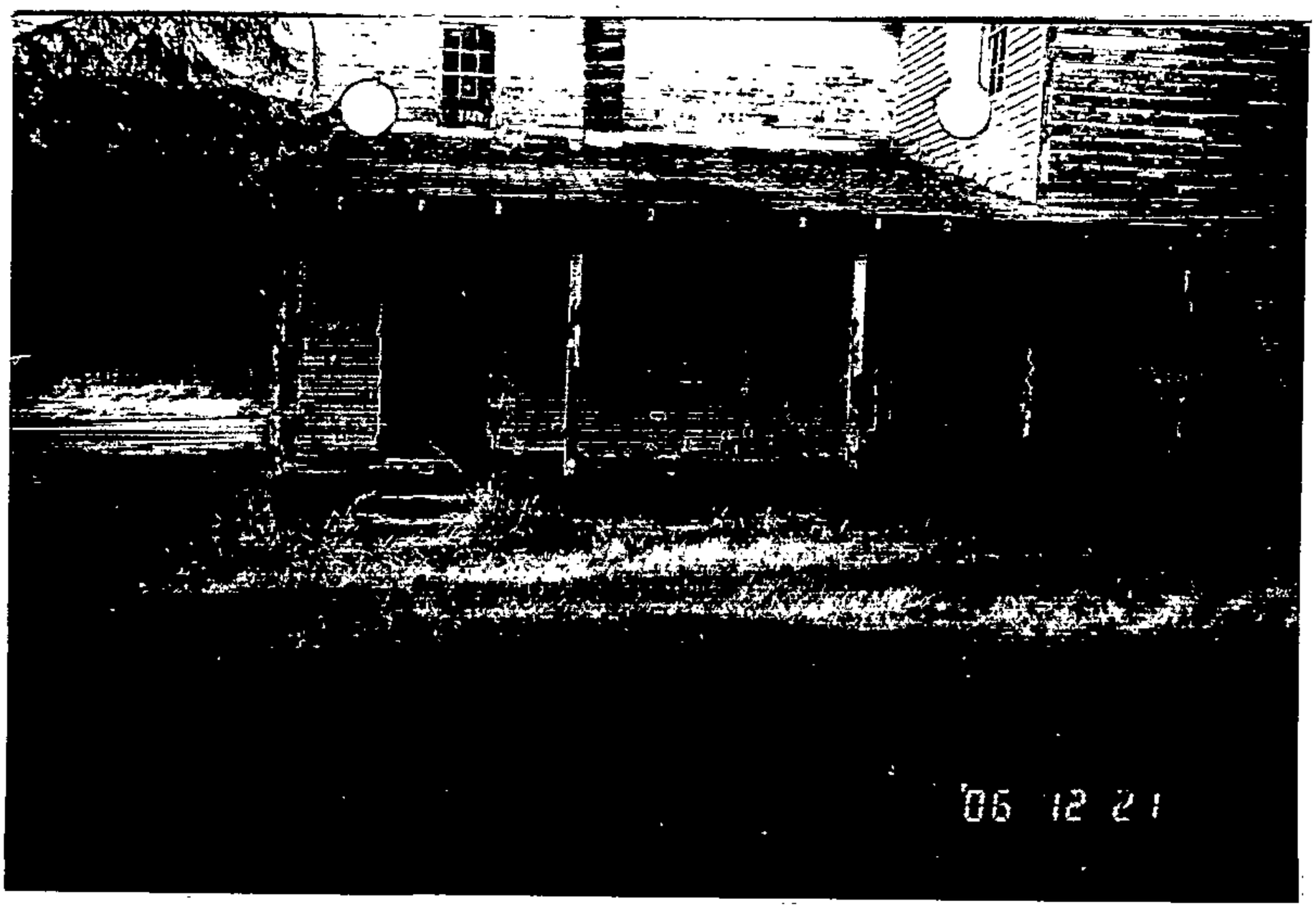
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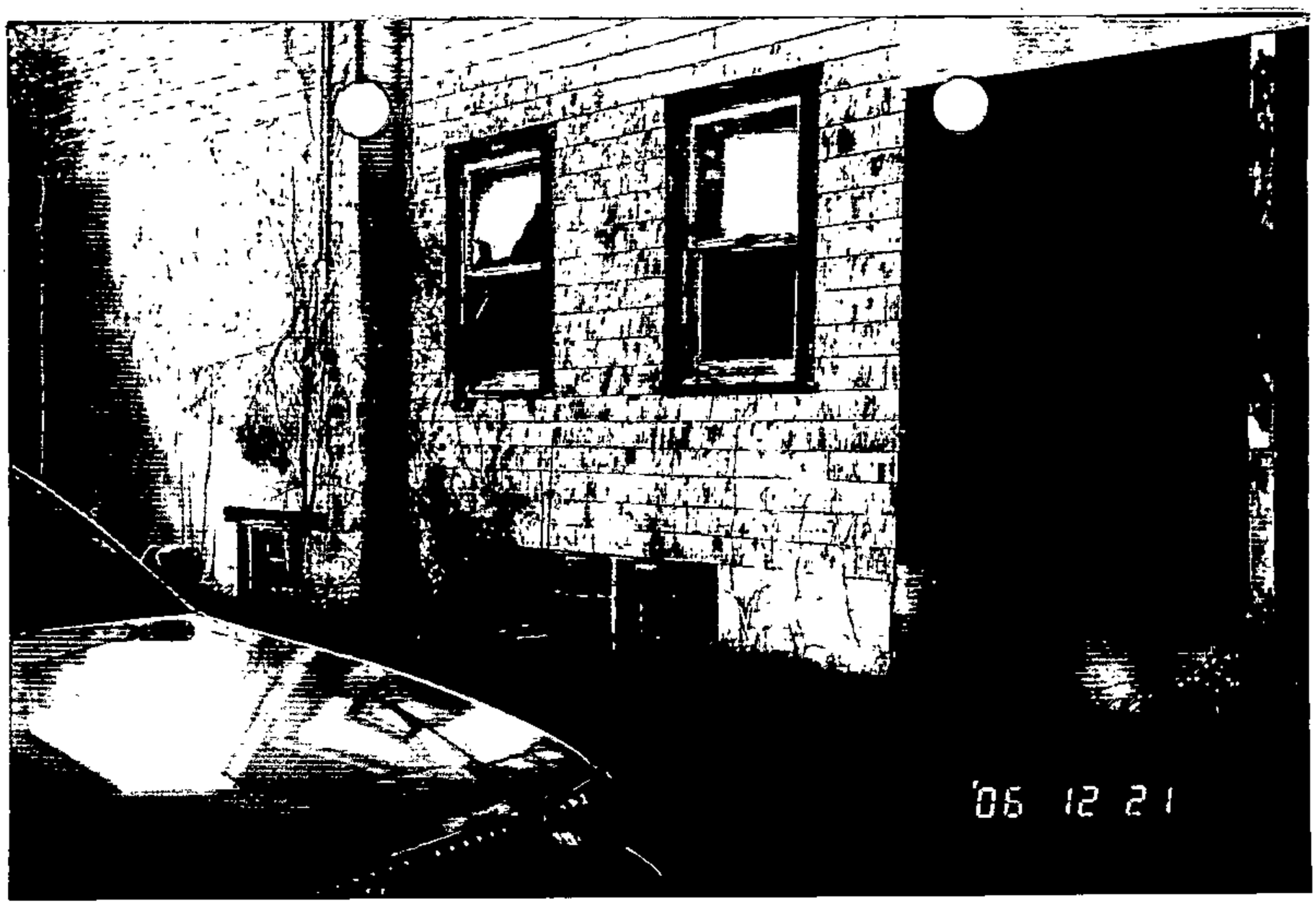
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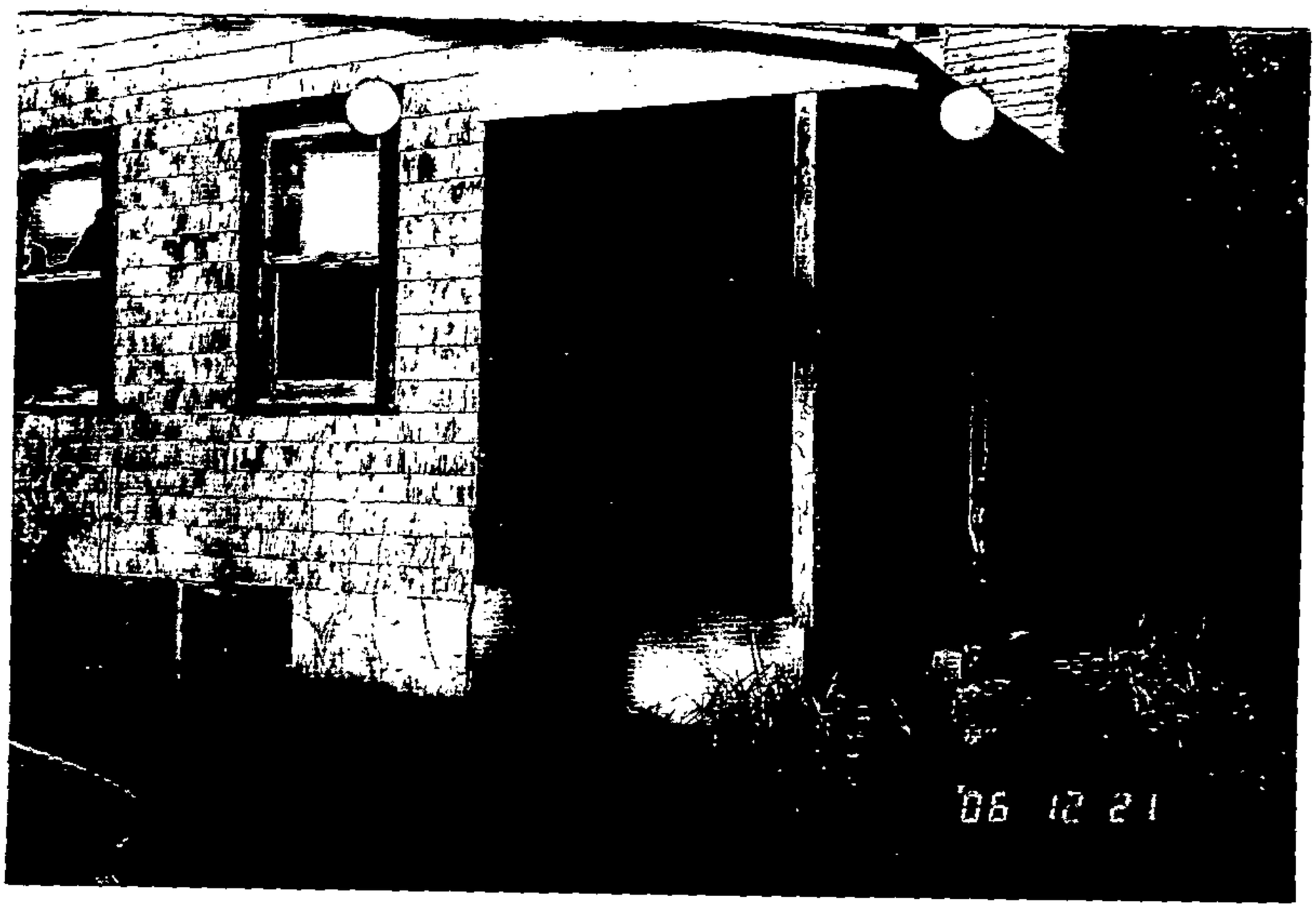
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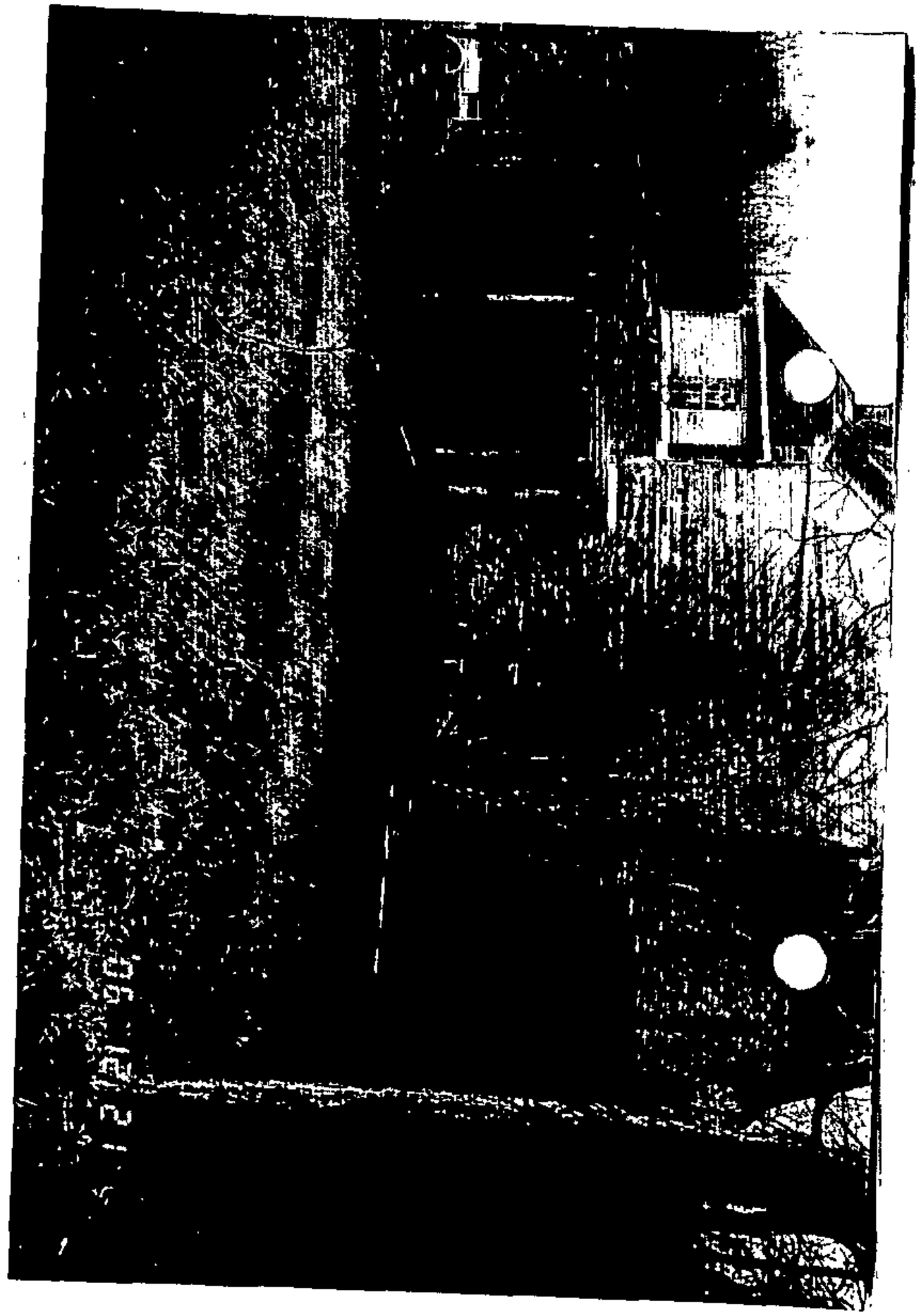


LEGEND:

EXISTING CONTOURS — 360

EXISTING TREELINE

PERC. TEST — PASSED — FAILED

WELL LOCATION

SEPTIC RESERVE AREA

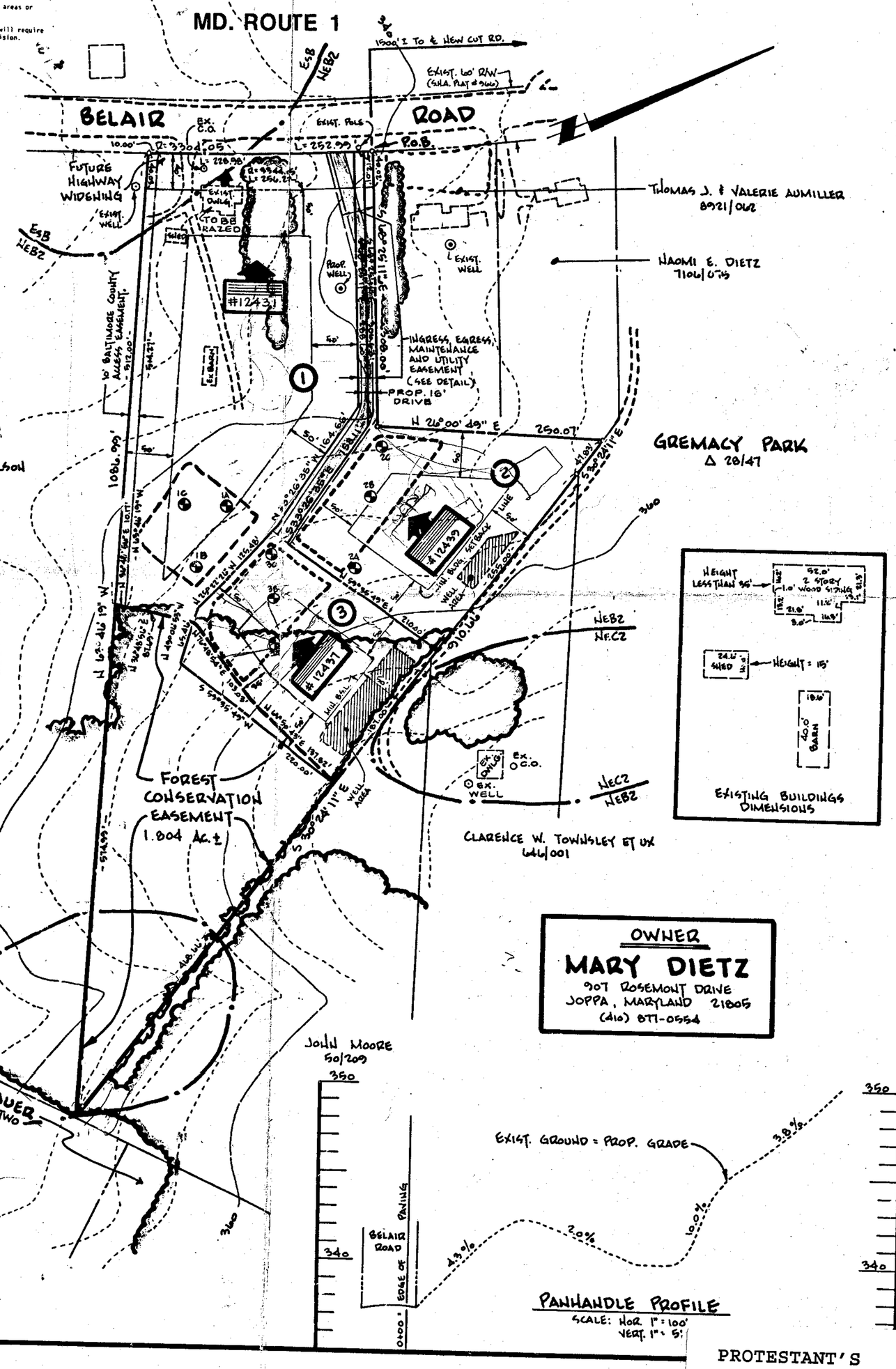
STORM WATER MANAGEMENT NOTES

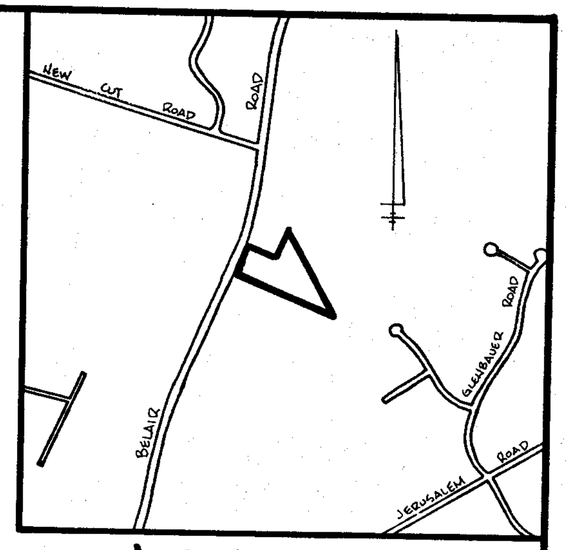
Storm Water Management may not be required at this site. Section 7-150.3(d) of the The Baltimore County Code, Title 14, Article V, Storm Water Management Section (4-155 (d), allows a variance to be granted if strict adherence to the provisions would result in unreasonable hardship or practical difficulty and not fulfill the intent of this Division. This variance is valid as long as the following conditions are addressed:

1. All site runoff must be conveyed to a suitable outfall without imposing an adverse impact on the receiving waterbody, watercourse, wetland, storm drain or adjacent property.
2. Total area of land disturbance must be noted on plan. Limits of disturbance must be delineated.
3. All impervious areas should be limited to 30 percent of cleared area and conveyed as sheet flow through vegetated areas without concentrating or causing erosion.
4. House down spouts are to be discharged onto pervious areas or into dry wells, where feasible.
5. Additional subdivision on these parcels and/or lots will require SWM controls for this site and the additional subdivision.

SOIL LIMITATION CHART

SYMBOL	SERIES	HOMESITE LIMITATIONS	SEPTIC SYSTEMS LIMITATIONS	HYDRIC	'K'	CAPABILITY UNIT
EsB	ELSINBORO	SLIGHT	SLIGHT	No	0.37	IIe-4
LfC	LEGORE	MODERATE: STONINESS, SLOPE	MODERATE: SLOPE	No	0.20	VIs-3
NeB2	NESHAMINY	SLIGHT	MODERATE: MODERATE PERMEABILITY	No	0.32	IIe-4





LOCATION MAP

SCALE: 1" = 2,000'

OFFICE OF PLANNING AND ZONING
APPROVED BY

DIRECTOR OF PLANNING — DATE

DIRECTOR OF ZADM — DATE

GENERAL NOTES:

1. THERE ARE NO UNDERGROUND FUEL STORAGE TANKS ON THE SITE.
2. THE SITE IS NOT LOCATED IN THE CHESAPEAKE BAY CRITICAL AREA.
3. LOTS ARE FOR SALE AND FOR SINGLE FAMILY DWELLINGS.
4. OPEN SPACE IS NOT REQUIRED IN R.C. ZONES.
5. THERE ARE NO EXISTING OR PROPOSED WELLS OR SEPTIC SYSTEMS WITHIN 100' OF PROPERTY LINE OTHERWISE SHOWN.
6. SOIL TYPES WERE TAKEN FROM BALTIMORE COUNTY SOIL SURVEY MAP NO 25 L&T.
7. ALL EXISTING SEPTIC SYSTEMS, WELLS AND PERCOLATION TESTS WERE FIELD LOCATED.
8. ALL LOTS SHOWN HEREON TO BE SERVED BY PRIVATE WELL AND SEPTIC.
9. THERE ARE NO PRIOR ZONING CASES ON THIS PROPERTY.
10. A ZONING FINAL DEVELOPMENT PLAN IS REQUIRED WHEN A FOURTH LOT IS CREATED AS DETERMINED BY BALTIMORE COUNTY ZONING REGULATIONS.
11. HIGHWAY WIDENING AREA: 0.2338 Ac.± OR 10184.4298 SQ. FT.
12. THERE ARE NO ZONING LINES WITHIN 200' OF THE SUBJECT PROPERTY.
13. THE PROPERTY ON THIS PLAN HAS BEEN HELD INTACT SINCE MAY 26, 1965
14. (SPLIT BY WILL AUGUST 4, 1993). THE DEVELOPERS ENGINEER HAS CONFIRMED THAT NO PART OF THE GROSS AREA HAS EVER BEEN UTILIZED, RECORDED OR REPRESENTED AS DENSITY OR AREA TO SUPPORT ANY OFFSITE DWELLINGS. THE SUBJECT SITE CAN BE FOUND ON BALTIMORE CO. PLANIMETRIC MAPS N.E. 15 & 16 J.
15. MAIL DELIVERY & TRASH COLLECTION SHALL BE PROVIDED TO THE JUNCTION OF BELAIR ROAD AND THE PANHANDLE.
16. THE PANHANDLE SHALL BE PAVED WITHIN ONE YEAR OF THE ISSUANCE OF THE FIRST OCCUPANCY PERMIT OR OF THE LAST LOT TO BE SERVED, WHICHEVER COMES FIRST.
17. EXISTING DWELLING ON LOT 1 IS TO BE RAZED BY THE OWNER PRIOR TO BUILDING PERMIT APPROVAL FOR A NEW SINGLE FAMILY DWELLING.
18. THE EXISTING SEPTIC SYSTEM ON LOT 1 IS TO BE ABANDONED PRIOR TO RAZING THE EXISTING DWELLING ON LOT ONE.
19. NO UNDERGROUND FUEL TANKS WERE FOUND WITHIN 100' OF THE SITE UNLESS OTHERWISE SHOWN.

FOREST CONSERVATION NOTES:

1. THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION OR DISTURBANCE OF VEGETATION IN THE FOREST CONSERVATION EASEMENT EXCEPT AS PERMITTED BY THE BALTO. CO. DEPT. OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT.
2. ANY FOREST CONSERVATION EASEMENT HEREON IS SUBJECT TO PROTECTIVE COVENANTS WHICH MAY BE FOUND AMONG THE LAND RECORDS OF BALTIMORE COUNTY, MD. AND WHICH RESTRICT DISTURBANCE AND USE OF THESE AREAS.

Forest Conservation Calculations

A.	Net Tract Area	6.6
B.	Forest Conservation Threshold (25% x A)	1.65
C.	Afforestation Threshold (20% x A)	1.3
D.	Existing Forest on Net Tract Area	2.35
E.	Existing Forest Above Forest Conservation Threshold.	0.7
F.	Break-Even Point (the amount of forest to be retained for no mitigation). {(E x 0.2) + B}	1.8
G.	Forest to be Cleared.	0.55
H.	Forest to be Retained.	1.8
I.	Afforestation Required.	0.0
J.	Forest Conservation Easement Retained.	1.8

GUY C. WARD MD. F.C.A. QUALIFIED PROFESSIONAL — DATE 1-16-95

INGRESS, EGRESS MAINTENANCE & UTILITY EASEMENT DETAIL

EXISTING BUILDINGS DIMENSIONS

SITE DATA:

1. SITE ACREAGE: GROSS = 6.635 Ac.± NET = 6.635 Ac.±
2. COUNCILMANIC DISTRICT: 5
3. CENSUS TRACT: 4111.02
4. EXISTING ZONING: R.C.5
5. REGIONAL PLANNING DISTRICT: 31B
6. SCHOOL DISTRICT: KINGSVILLE
7. WATERSHED: 7
8. SUBSEWERSHED: 81
9. TAX MAP: 55 GRID: 8 PARCEL: 204
10. TAX ACCOUNT NO: 22-00-018240
11. DEED REFERENCE: 10603/129

LOT ACREAGE

LOT 1 = 4.251 Ac.±
LOT 2 = 1.224 Ac.±
LOT 3 = 1.160 Ac.±

SITE CALCULATIONS

DENSITY: SITE ACREAGE = 6.635 Ac.±
NO OF LOTS ALLOWED = 4 (6.635 x 0.67)
NO OF LOTS PROPOSED = 3

PARKING: PARKING REQUIRED = 2 SPACES PER LOT
PARKING PROPOSED = 2 x 3 LOTS = 6 SPACES

AVERAGE DAILY TRIPS (ADT's)
3 LOTS x 12.4 TRIPS PER LOT = 37.2 ADT's

OWNER
MARY DIETZ
907 ROSEMONT DRIVE
JOPPA, MARYLAND 21085
(410) 671-0554

PANHANDLE PROFILE
SCALE: HOR. 1" = 100'
VERT. 1" = 5'

Baltimore County Minor Subdivision
Project No. 95019MP

DEVELOPMENT REGULATIONS
☐ Exempt from Division 2
☑ Panhandle, exempt from Sections 26-202 & 26-206

ZADM CERTIFICATION
☑ Approved ☐ Disapproved
By: [signature] Date: 3-28-95

APPROVED, DEPRM
By: [signature] Date: 3/31/95

RECEIVED APR 4 1995 BALTIMORE COUNTY ZADM/DEM

FINAL DEVELOPMENT PLAN
FOREST CONSERVATION PLAN
&
MINOR SUBDIVISION PLAN
'DIETZ PROPERTY'
BELAIR ROAD

11TH ELECTION DISTRICT
SCALE: 1" = 100'
REV. 3-28-95

BALTIMORE COUNTY, MD.
DATE: 01-16-95
REVISED 02-28-95

SHEET 1 OF 2

McKEE & ASSOCIATES, INC.
Engineering - Surveying - Real Estate Development
SHAWAN PLACE, 5 SHAWAN ROAD HUNT VALLEY, MARYLAND 21030
(301) 527-1555

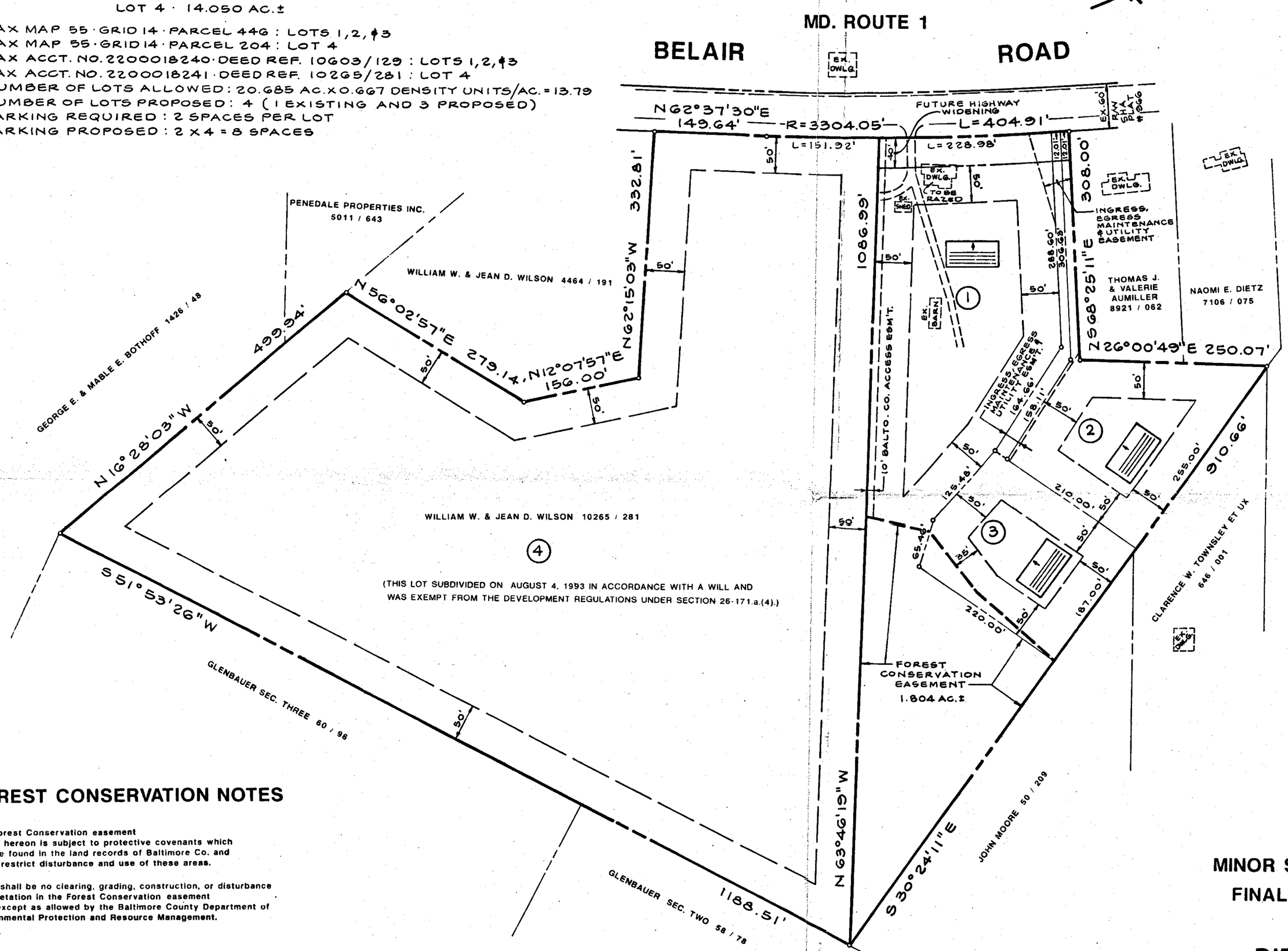
Computed by:
Drawn by: J.M.B.
Checked by:
Job Number: 94-156

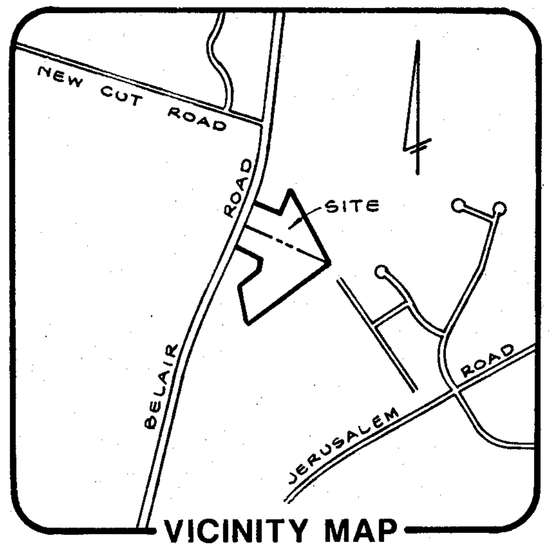
[signature] 2/28/95
James W. McKee Date
(Maryland Registered No. 9012)

PROTESTANT'S EXHIBIT NO. 2A

SITE DATA

1. SITE ACREAGE : 20.684 (GROSS AREA)
2. EXISTING ZONING : R.C. 5
3. LOT ACREAGE : LOT 1 · 4.251 AC. ±
   LOT 2 · 1.224 AC. ±
   LOT 3 · 1.160 AC. ±
   LOT 4 · 14.050 AC. ±
4. TAX MAP 55 · GRID 14 · PARCEL 446 : LOTS 1, 2, & 3
5. TAX MAP 55 · GRID 14 · PARCEL 204 : LOT 4
6. TAX ACCT. NO. 2200018240 · DEED REF. 10603/129 : LOTS 1, 2, & 3
7. TAX ACCT. NO. 2200018241 · DEED REF. 10265/281 : LOT 4
8. NUMBER OF LOTS ALLOWED : 20.685 AC. X 0.667 DENSITY UNITS/AC. = 13.79
9. NUMBER OF LOTS PROPOSED : 4 (1 EXISTING AND 3 PROPOSED)
10. PARKING REQUIRED : 2 SPACES PER LOT
    PARKING PROPOSED : 2 X 4 = 8 SPACES





VICINITY MAP
SCALE : 1" = 1000'

GENERAL NOTES

1. This site lies within Councilmanic District 5.
2. This site lies within Census Tract No. 4111.02.
3. This site lies within the Little Gunpowder Watershed.
4. This site lies within subsewershed No. 81.
5. Soil types shown hereon are taken from Baltimore County Soil Survey Map No. 25.
6. Topography shown hereon is taken from Baltimore County 200' scale topography.
7. All lots shown hereon are for sale.
8. Lots shown hereon are for single family residential dwellings.
9. Trash to be collected by Baltimore County.
10. Except as shown, there are no historical areas, critical areas, wetlands, archoological sites, endangered species habitat or hazardous materials on this site.
11. Existing land use is residential, agricultural and woodland.
12. Existing trees and vegetation are to be preserved where possible outside of road, panhandle, utility, and building construction.
13. Individual lot grading will be accomplished by the home building contractor.
14. Lots shown hereon will operate on private well and septic systems.
15. Local open space is not required for this subdivision.
16. All driveways are to be paved with a durable and dustless surface.
17. Average daily trips calculations:
    4 lots x 12.4 = 50 ADT's
18. There are no known underground storage tanks on-site.
19. This site lies within the Kingsville School District.
20. This development plan is approved by the Director of Z.A.D.M. based on his interpretation of the zoning regulations, that it complies present policy, density and bulk controls is they are delineated in the regulations. Any part or parcel for this tract that has been utilized for density to support dwellings shown thereon shall not be further divided, subdivided or developed for additional dwellings or any purpose other than that indicated presently on said plan. Utilization will have occurred when a dwelling is constructed and transferred for the purpose of occupancy.
21. Envelopes shown hereon are for the location of all principal buildings only. Accessory structures, fences and projections into yards may be constructed outside the envelope, but must comply with Sections 400 and 301 of the Baltimore County Zoning Regulations. (Subject to covenants and applicable building permits).
22. Accessory structures, fences and projections into yard cannot be located in flood plain areas or hydric soils.
23. Maximum allowable building height is 35 feet.
24. Regional Planning District: 318.
25. A storm water management variance has been granted for this site.
26. The property on this plan was previously subdivided on August 4, 1993 in accordance with a will. This subdivision created a 14.050 acre± lot (now shown as Lot 4) and a 6.635 acre± lot (now shown as Lots 1, 2, and 3). This subdivision was exempt from the Baltimore County Development Regulations under Section 26-171.a.(4).

FOREST CONSERVATION NOTES

Any Forest Conservation easement shown hereon is subject to protective covenants which may be found in the land records of Baltimore Co. and which restrict disturbance and use of these areas.

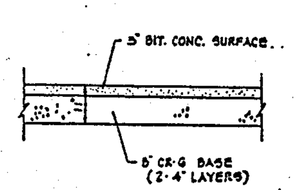
There shall be no clearing, grading, construction, or disturbance of vegetation in the Forest Conservation easement except as allowed by the Baltimore County Department of Environmental Protection and Resource Management.

McKEE & ASSOCIATES, INC.
Engineering - Surveying - Real Estate Development
SHAWAN PLACE, 5 SHAWAN ROAD HUNT VALLEY, MARYLAND 21030
(301) 527-1555

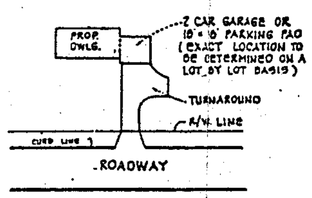
Computed by: G.C.W.
Drawn by: W.O.G.
Checked by: G.C.S.
Job Number: 94-156

3/22/95
James W. McKee Date
(Maryland Registered No. 9012)

STATE OF MARYLAND — JAMES W. MCKEE — NO. 9012 — REGISTERED PROFESSIONAL LAND SURVEYOR



PAVING SECTION



TYPICAL PARKING LAYOUT

OFFICE OF PLANNING AND ZONING
APPROVED BY

DIRECTOR OF PLANNING	DATE
DIRECTOR OF Z.A.D.M.	DATE

MINOR SUBDIVISION PLAN AND FINAL DEVELOPMENT PLAN

DIETZ PROPERTY

BELAIR ROAD

PROTESTANT'S EXHIBIT NO. 2B

11 TH ELECTION DISTRICT BALTIMORE CO., MARYLAND

SCALE : 1" = 100' DATE : 3 / 21 / 95

SHEET 2 OF 2

2B

Century 21®
Horizon Realty, Inc.

CUSTOMER/CLIENT DISCLOSURE FORM
ADMINISTRATIVE FEE

Effective June 1, 2005, Century 21 Horizon Realty, Inc. will charge an administrative fee for our customers/clients. This fee will cover the cost of maintaining contracts along with all other documents involved in your real estate transaction. As compensation for our services and overhead, customers/clients agree to pay a $195 administrative fee at settlement. This fee also covers the rising costs of printing, processing and transmitting the many documents associated with a real estate transaction today. At Century 21 Horizon, our commitment is to quality service at every level of your real estate transaction and to keep you as a customer/client for life.

Please be advised that you may, alternatively, enter into a Buyer Agency Agreement with Century 21 Horizon Realty, Inc. in order to have an agent represent you exclusively. Under a written Buyer Agency Agreement, the agent will assist the buyer in evaluating properties, preparing offers, and will negotiate in the best interest of the buyer. In this case, the buyer's agency fee is paid according to the written agreement between the agent and buyer.

12431 Belair Rd Kingsville Md. 21087
Property Address

Customer Name/Signature — Date 10/10/05

Customer Name/Signature — Date 10/10/05

Century 21 Horizon Realty, Inc.
Broker

Chuck Ruth
Sales Associate