

IN RE: PETITION FOR SPECIAL HEARING *

NE side Onyx Road, 200 feet N c/l

Opal Road

9th Election District

6th Councilmanic District

(2814 Onyx Road)

Denise Robin Novier Stemler and

Robert Burton Stemler, Jr.

Petitioners

BEFORE THE

DEPUTY ZONING

COMMISSIONER

FOR BALTIMORE COUNTY

Case No. 08-075-SPH

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner for consideration of a Petition for Special Hearing filed by the legal property owners, Denise Robin Novier Stemler and Robert Burton Stemler, Jr. Special Hearing relief is requested pursuant to Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.) to approve the use of the existing dwelling for two apartment units which have existed since 1941. The subject property and requested relief are more fully described on the site plan which was marked and accepted into evidence as Petitioner's Exhibit 1.

Appearing at the requisite public hearing in support of the requested special hearing relief were Petitioners Denise Robin Novier Stemler and Robert Burton Stemler, Jr. There were no Protestants or other interested persons in attendance at the hearing.

Testimony and evidence offered revealed that the subject property is a rectangular-shaped parcel containing approximately 5,880 square feet or 0.135 acre, more or less, and zoned D.R.5.5. The property is located west of Harford Road and south of Putty Hill Avenue in the Parkville area of Baltimore County. The property is improved with an existing two-story dwelling with a walkout basement and built, as Petitioners maintain, as two separate apartments.

Petitioners purchased the property in June 1984 from Henry Otte. A copy of the Fee Simple

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Deed was marked and accepted into evidence as Petitioners' Exhibit 2. In addition, Petitioners submitted a copy of their Contract of Sale dated March 25, 1984 which was marked and accepted into evidence as Petitioners' Exhibit 3. Interestingly, the contract described the property as a "Two Story, Two Apartment Dwelling." Following construction of the dwelling in 1941, Mr. Otte moved into the first floor apartment. Later, in 1944, Mr. Otte purchased the property. Petitioners submitted a copy of the Deed granting the property to Mr. Otte from Michael J. Wheeler on December 9, 1944. This Deed was marked and accepted into evidence as Petitioners' Exhibit 4. Petitioners maintain that since Mr. Otte moved into the dwelling in 1941 and the second floor apartment was rented beginning in 1943, the dwelling has been continuously used as two apartment units. They seek approval from this Commission of the non-conforming use of the property as two apartments.

In support of this request, Petitioners provided testimony concerning the layout of the property and the dwelling. Petitioners indicate the dwelling was constructed as two apartments and has not undergone any structural changes throughout the years. There is a single-lane driveway that extends from Onyx Road past the right side of the dwelling that can fit two cars. The main entrance to the dwelling is at the front door and is the entryway to the first floor apartment. The front door is elevated by stairs and a porch. Once inside, there is a living room, dining room, kitchen, two bedrooms, and a full bathroom. The first floor tenant also has access to the basement level via a stairway. It should also be noted that there is no stairway or other internal entrance from the first floor apartment to the second floor apartment. Entrance to the second floor is by way of the same elevated porch. The entryway door to the second floor is located on the porch at the left side of the dwelling. Once entry is made through that door, there is an interior stairway leading up to the second floor apartment. Entry is made into the second

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10-31-07
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floor apartment through another door at the top of the stairs. This apartment is laid out very similar to the first floor apartment, with a living room, dining room, kitchen, two bedrooms, and a full bathroom. This apartment also has access to a basement storage area through a door located on the ground level at the right side of the dwelling. Located in the basement are two separate hot water heaters, two separate gas meters, and two separate electrical meters for the apartments.

In further support of the non-conforming use of the property as two apartments, Petitioners submitted a written chronology of the occupants of the two-apartment dwelling since 1941. This chronology, which was marked and accepted into evidence as Petitioners' Exhibit 5, was prepared by Petitioners based on information gathered from the next door neighbor at 2816 Onyx road, Ms. Wayne E. Geoghegan, her son Frank Winkel, and from Petitioners themselves. Ms. Geoghegan has lived next door to the subject property for approximately 65 years. Ms. Geoghegan and Mr. Winkel executed notarized affidavits which were marked and accepted into evidence as Petitioners' Exhibits 6 and 7, respectively. Ms. Geoghegan also prepared a handwritten note which contained her recollections of the persons that lived in the apartments on the subject property over the years. This note was marked and accepted into evidence as Petitioners' Exhibit 8. Finally, Ms. Geoghegan and Mr. Winkel appeared on a DVD recorded by Petitioners. In the DVD, which was marked and accepted into evidence as Petitioners' Exhibit 9 and reviewed by the undersigned, Ms. Geoghegan and Mr. Winkel describe the occupants of the subject property.

Their affidavits and statements on the DVD reveal the following: In 1941, Mr. Otte and his wife moved into the first floor apartment. In 1943, an Italian couple moved into the second floor apartment. The husband had a barbershop near Dutch Mill Inn on Harford Road. In 1944,

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Phillip and Mary Walch moved into the second floor apartment. Also in 1944, Mr. and Mrs. Otte purchased the entire property and continued to live in the first floor apartment. In 1960, after Mary Walch's husband, Phillip, passed away, Mr. John K. Stevens moved into the second floor apartment. Sometime after his parents moved out, Mr. Preston Stevens moved into the second floor apartment. Thereafter, in 1984, Petitioners purchased the property from Mr. Otte and moved into the first floor apartment. Mr. Stevens remained on the second floor. In 1985, Ms. Sandy Drecchio moved into the second floor apartment. In 1986, Petitioners vacated the dwelling and Ms. Anne Carter moved into the first floor apartment. In 1997, Ms. Mary Harrison moved into the first floor apartment when Ms. Carter moved out. According to Petitioners, the dwelling has continued to be rented as two apartments since that time.

The Zoning Advisory Committee (ZAC) comments were received and are contained within the case file. The comments generally indicate no opposition or other recommendations concerning the requested relief.

Section 104 of the B.C.Z.R. governs non-conforming uses in Baltimore County. A non-conforming use is defined in Section 101 of the B.C.Z.R. as "[a] legal use that does not conform to a use regulation for the zone in which it is located or to a special regulation applicable to such a use." Often, the non-conforming use designation is applied to "grandfather" an otherwise illegal use. If a Petitioner can establish that the use began prior to the effective date of the zoning regulations which prohibited such use, and the use has continued without interruption since that time, then the use may continue as non-conforming. It is the burden of Petitioner to prove the non-conforming use during the period of time at issue, which often presents its own set of challenges. By virtue of the historical nature of the use, Petitioners must find witnesses with

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10-31-07
BY _____

memories going back 50 and 60 years, or other anecdotal or documentary evidence, to prove that a use has been ongoing for the period of time at issue.

Turning now to the instant matter, the relevant date in this case is March 30, 1955, the date the current zoning regulations were adopted. Based on the testimony and evidence, I am convinced that the subject property has been used without interruption as two apartments since approximately 1943. The evidence shows that the dwelling was built in 1942 and that the interior and exterior are consistent with its use as a two-apartment dwelling; that there are separate entrances into first and second floor apartments, as well as into the basement; that there is no internal access between the first and second floors; that there are separate living rooms, dining rooms, kitchens, bedrooms, and bathrooms on the first and second floors, and there have been no structural changes to the dwelling; and that there are separate hot water heaters, two separate gas meters, and two separate electrical meters in the basement for the apartments. Through testimony and documentation, particularly from the next door neighbor, Ms. Geoghegan, the evidence also reveals that the dwelling has been used as two apartments at least as far back as 1943, and that this use has continued without interruption. Thus, I am persuaded to grant the special hearing relief and shall approve the use of the subject property as non-conforming for two apartment units.

Pursuant to the advertisement, posting of the property, and public hearing on this petition held, and after considering the testimony and evidence offered by Petitioners, I find that Petitioners' request for special hearing should be granted.

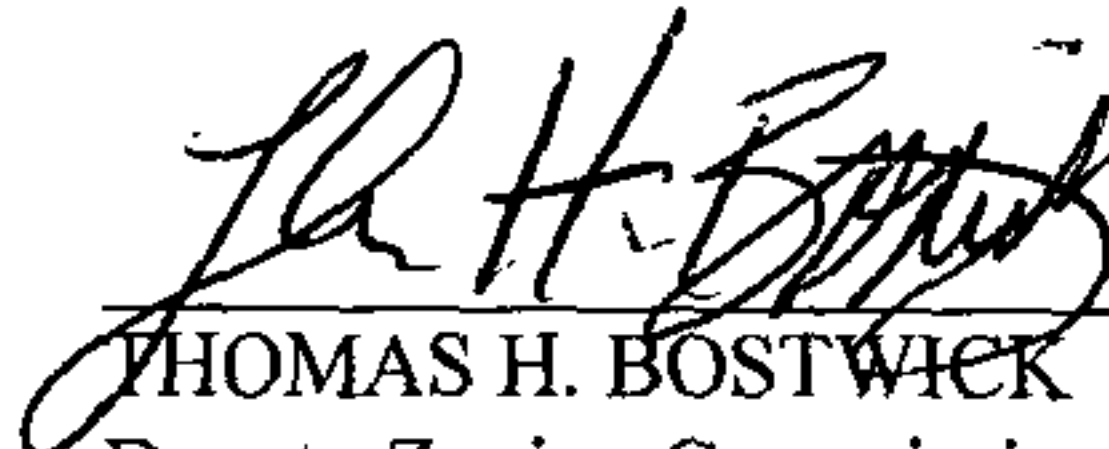
THEREFORE, IT IS ORDERED by the Deputy Zoning Commissioner for Baltimore County, this 31st day of October, 2007, that Petitioners' request for Special Hearing relief filed pursuant to Section 500.7 of the Baltimore County Zoning Regulations to approve the use

~~APPROVED FOR FILE~~
10-31-07
[Signature]

of the existing dwelling for two apartment units which have existed since 1943 is hereby
GRANTED, subject to the following conditions precedent to the relief granted herein:

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

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


THOMAS H. BOSTWICK
Deputy Zoning Commissioner
for Baltimore County

THB:pz

ORDER RECEIVED FOR FILING
10-31-07
PB

**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: #08-075-SPH

2814 Onyx Road
N/least side of Onyx Road,
200 feet north of centerline
of Opal Road
9th Election District
6th Councilmanic District
Legal Owner(s): Denise Robin
& Robert Burton Starnley, Jr.
Special Hearing: to ap-
prove the use of the exist-
ing dwelling for two apart-
ment units, which have ex-
isted since 1941.
**Hearing: Monday, October
15, 2007 at 10:00 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 accommoda-
tions Please Contact the
Zoning Commissioner's Of-
fice at (410) 887-3868.

(2) For information con-
cerning the file and/or
Hearing, Contact the Zon-
ing Review Office at (410)
887-3391.
9/389 Sept. 27 150101

CERTIFICATE OF PUBLICATION

9/28, 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 week, the first publication appearing
on 9/22, 2007

- ☐ 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.: 08-075-SPH

Petitioner/Developer: DENISE ROBIN

✓ ROBERT BURTON STEMLER, JR

Date of Hearing/Closing: 10-15-07.

**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: _____

2814-ONYX RD

The signs(?) were posted on

9-29-07
(Month, Day, Year)

Abstract

Robert Black 10-3-07
(Signature of Sign Poster) (Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

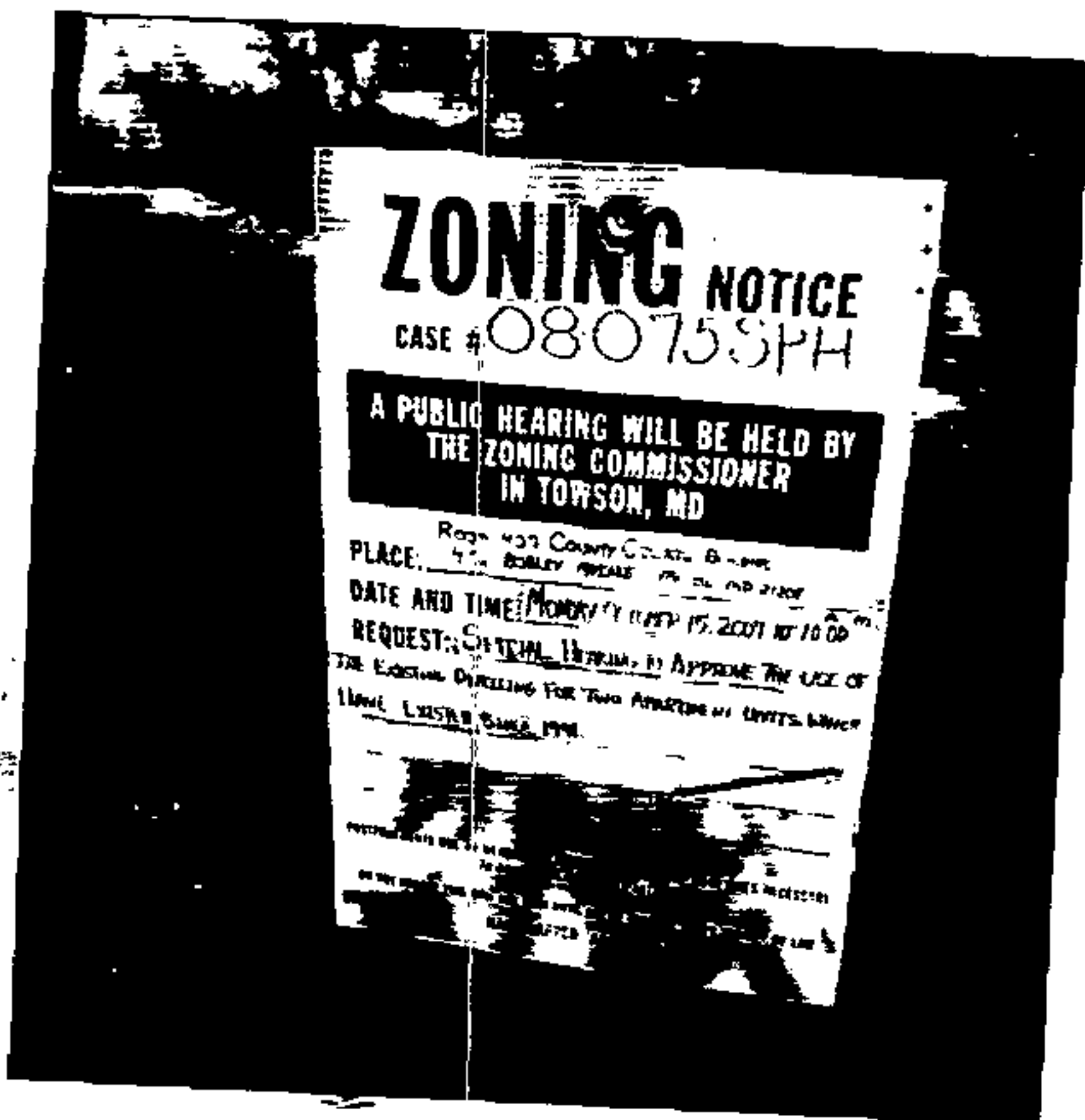
(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)

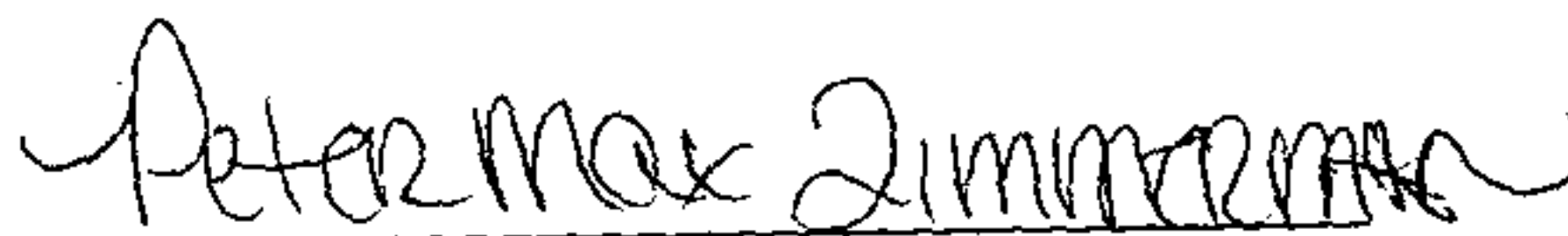


RE: PETITION FOR SPECIAL HEARING * BEFORE THE
2814 Onyx Road; NE/S Onyx Road, * ZONING COMMISSIONER
200' N c/line Opal Road *
9th Election & 6th Councilmanic Districts *
Legal Owner(s): Denise & Robert Stemler * FOR
Petitioner(s) * BALTIMORE COUNTY
* 08-075-SPH

* * * * *

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 and all documentation filed in the case.



PETER MAX ZIMMERMAN
People's Counsel for Baltimore County



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

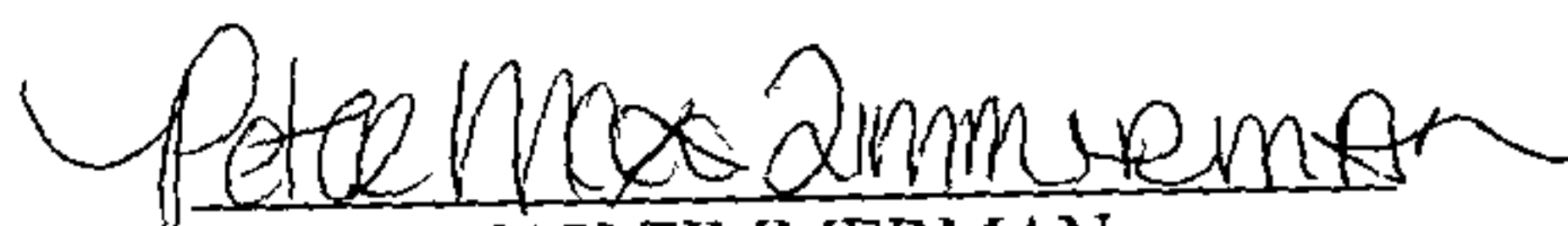
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 16th day of August, 2007, a copy of the foregoing Entry of Appearance was mailed to, Denise & Robert Stemler, 17408 Masemore Road, Parkton, MD 21120, Petitioner(s).

RECEIVED

AUG 16 2007

Per.....



PETER MAX ZIMMERMAN
People's Counsel for Baltimore County



BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

~~AUGUST 30, 2007~~ **AUGUST 30, 2007**
CO, Director
Department of Permits and
Development Management

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: 08-075-SPH

2814 Onyx Road

N/east side of Onyx Road, 200 feet north of centerline of Opal Road

9th Election District – 6th Councilmanic District

Legal Owners: Denise Robin & Robert Burton Stemler, Jr.

Special Hearing to approve the use of the existing dwelling for two apartment units, which have existed since 1941.

Hearing: Monday, October 15, 2007 at 10:00 a.m. in Room 407, County Courts Building,
401 Bosley Avenue, Towson 21204

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

Timothy Kotroco
Director

TK:klm

C: Mr. & Mrs. Stemler, Jr., 17408 Masemore Road, Parkton 21120

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY SATURDAY, SEPT. 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.

TO: PATUXENT PUBLISHING COMPANY
Thursday, September 27, 2007 Issue - Jeffersonian

Please forward billing to:
Denise Stemler
17408 Masemore Road
Parkton, MD 21120

410-343-0270

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:

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401 Bosley 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.

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: 08-075-SPH
Petitioner: Denise and Robert Stemler
Address or Location: 2814 Onyx Rd Baltimore, MD 21234

PLEASE FORWARD ADVERTISING BILL TO:

Name: Denise Stemler
Address: 17408 Masemore Rd
Parkton, MD 21120
Telephone Number: 410.343.0270

Revised 7/11/05 - SCJ



BALTIMORE COUNTY
M A R Y L A N D

JAMES T. SMITH, JR.
County Executive

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

October 10, 2007

Denise Robin Novier Stemler
Robert Burton Stemler, Jr.
17408 Masemore Road
Parkton, MD 21120

Dear Mr. and Mrs. Stemler:

RE: Case Number: 08-075-SPH, 2814 Onyx Road

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on August 9, 2007. This letter is not an approval, but only a **NOTIFICATION**.

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

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

Very truly yours,

A handwritten signature in black ink, reading "W. Carl Richards, Jr." in a cursive style.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR:amf

Enclosures

c: People's Counsel



Baltimore County
Fire Department

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

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

August 14, 2007

ATTENTION: Zoning Review Planners

Distribution Meeting Of: August 14, 2007

Item Number: Item Number 49 and 052 through 075

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

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

Lieutenant Roland P Bosley Jr.
Fire Marshal's Office
410-887-4881 (C) 443-829-2946
MS-1102F

cc: File

Come visit the County's Website at www.co.ba.md.us



Martin O'Malley, Governor
Anthony G. Brown, Lt. Governor

State Highway
Administration

John D. Porcari, Secretary
Neil J. Pedersen, Administrator

Maryland Department of Transportation

Date: AUGUST 13, 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. 8-75-SPH
2814 ONYX ROAD
STEMLER PROPERTY
SPECIAL HEARING

Dear Ms. Matthews:

Thank you for the opportunity to review your referral request on the subject of the above captioned. We have determined that the subject property does not access a State roadway and is not affected by any State Highway Administration projects. Therefore, based upon available information this office has no objection to Baltimore County Zoning Advisory Committee approval of Item No. 8-75-SPH.

Should you have any questions regarding this matter, please contact Michael Bailey at 410-545-2803 or 1-800-876-4742 extension 5593. Also, you may E-mail him at (mbailey@sha.state.md.us).

Very truly yours,

For [^] Steven D. Foster, Chief
Engineering Access Permits
Division

SDF/MB

BALTIMORE COUNTY, MARYLAND
INTEROFFICE CORRESPONDENCE

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

DATE: August 15, 2007

FROM: Dennis A. Kennedy, ^{DAK}Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
For August 20, 2007
Item Nos. 052, 054, 056, 057, 058, 061,
062, 063, 065, 066, 067, 068, 071, 072,
073, 074, and 075

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-08152007.doc

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: August 13, 2007

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

SUBJECT: Zoning Advisory Petition(s): **Case(s) 08-075- Special Hearing**

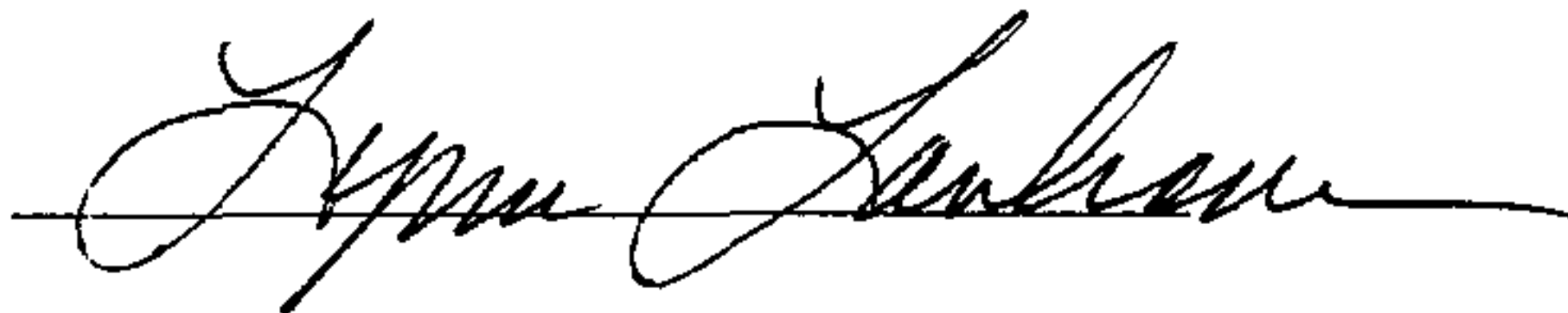
The Office of Planning has reviewed the above referenced case(s) and has no comments to offer.

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

Prepared By:



Division Chief:



CM/LL

TB 10/15
10am

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: August 13, 2007

RECEIVED
AUG 17 2007

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

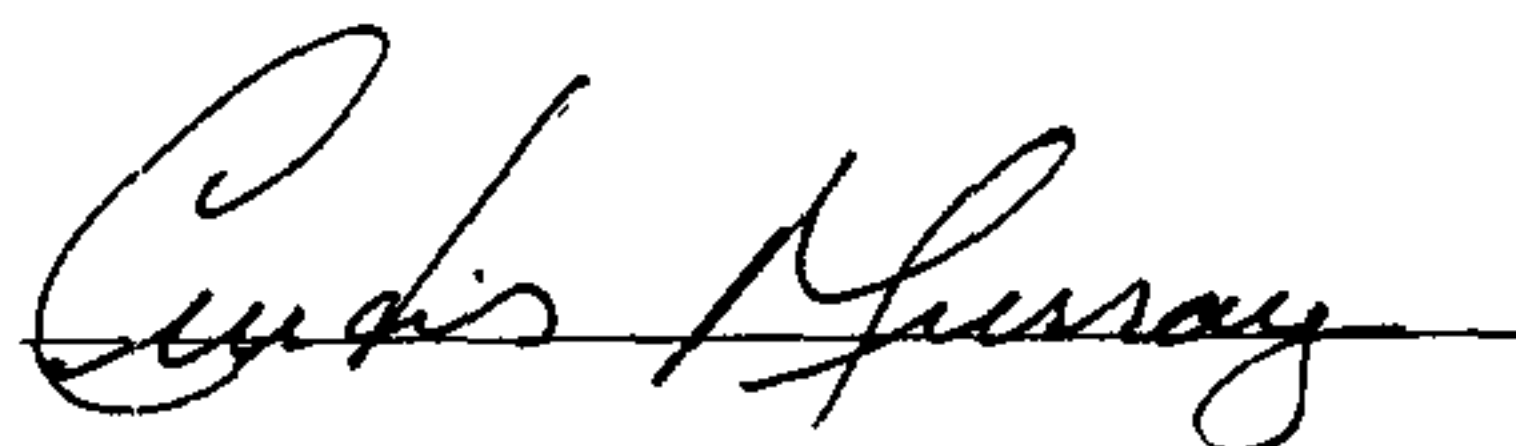
BY:

SUBJECT: Zoning Advisory Petition(s): Case(s) 08-075- Special Hearing

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

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

Prepared By:



Division Chief:



CM/LL

PLAT TO ACCOMPANY PETITION FOR ZONING ☐ VARIANCE ☒ SPECIAL HEARING

PROPERTY ADDRESS 2814 Onyx Rd Baltimore, MD 21232 SEE PAGES 5 & 6 OF THE CHECKLIST FOR ADDITIONAL REQUIRED INFORMATION

SUBDIVISION NAME Canton Company Plat

PETITIONER'S

PLAT BOOK # 135 LOT # 135 SECTION # 136

OWNER Denise and Robert Stember

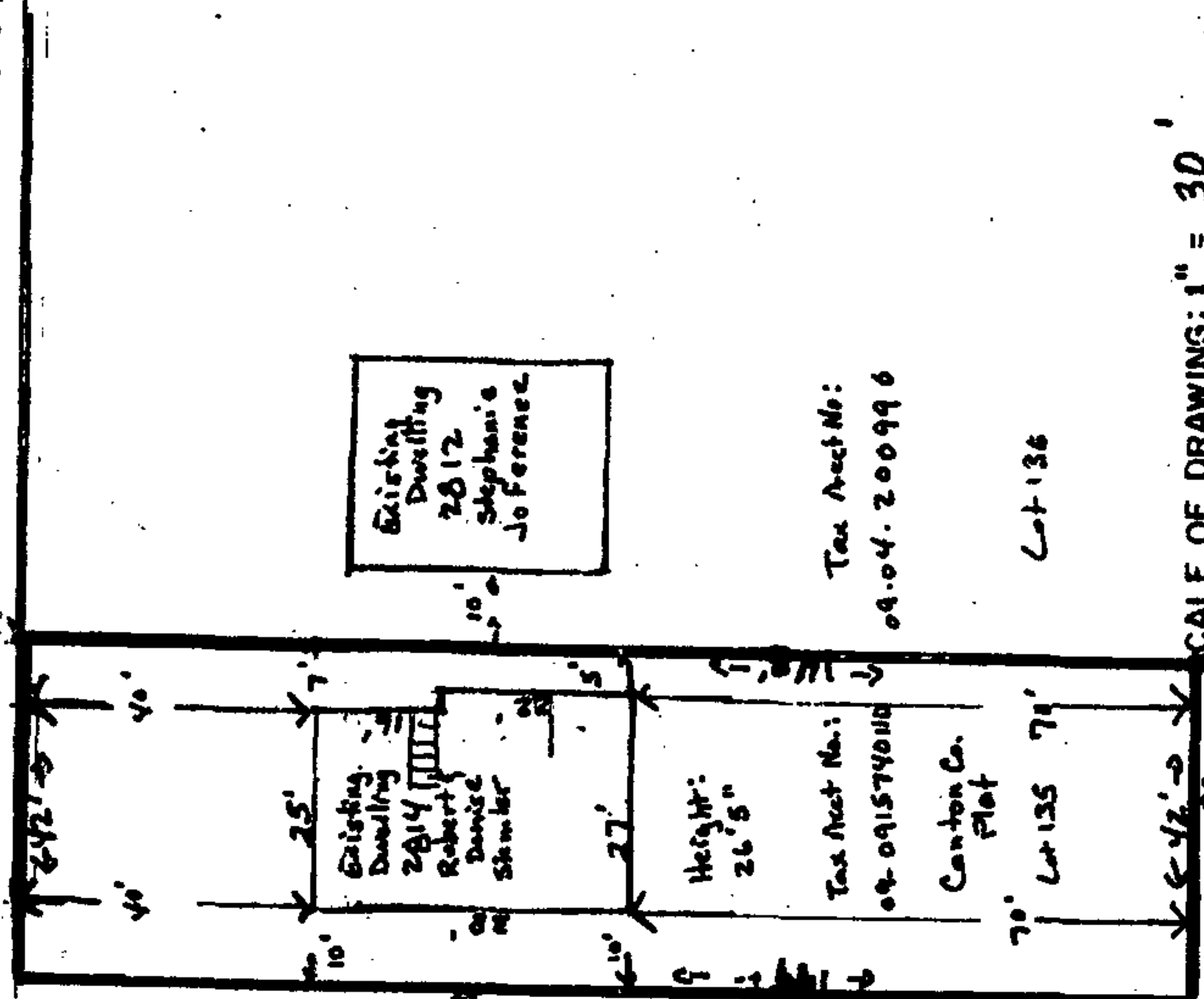
EXHIBIT NO. 1

← 232' to Opal Rd

24' Onyx Road 24'

320' to
Bryl Rd

Sidewalk



Existing Dwelling
2816
Wayne & Geaghegan

Tax Asect No:
09-07-150850

Lot 134

Existing Dwelling
2812
Stephanie & Jo Ference

Tax Asect No:
09-04-200996

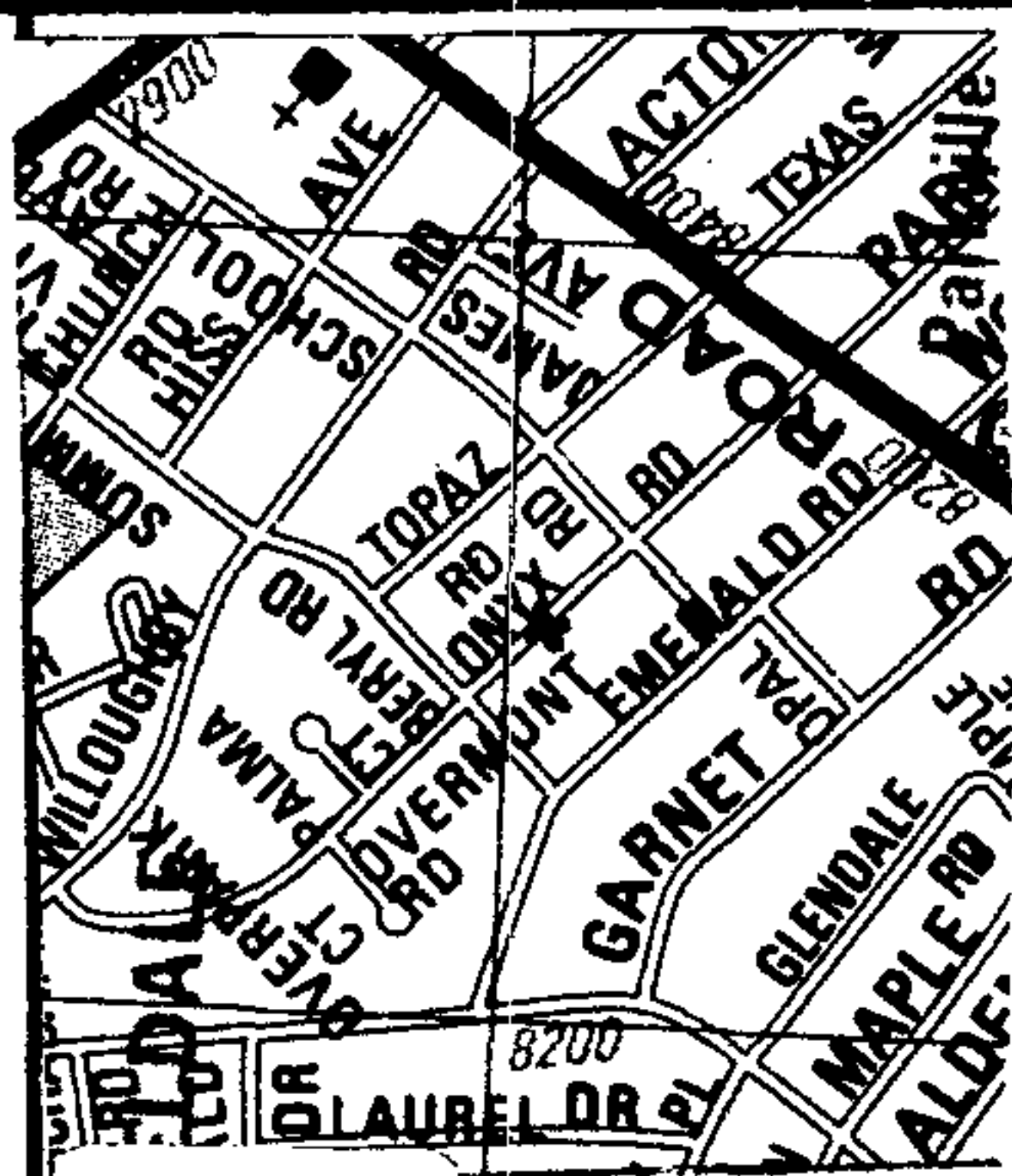
Lot 136



NORTH

PREPARED BY Denise Stember

SCALE OF DRAWING: 1" = 30'



VICINITY MAP
SCALE: 1" = 1000'

LOCATION INFORMATION

ELECTION DISTRICT 09

COUNCILMANIC DISTRICT 6

1" = 200' SCALE MAP # NE 8-D

ZONING DR 5.5

LOT SIZE 0.135 ACRES 5880 SQUARE FEET

SEWER ☒ PUBLIC ☐ PRIVATE

WATER ☒ PUBLIC ☐ PRIVATE

CHESAPEAKE BAY CRITICAL AREA YES ☐ NO ☒

100 YEAR FLOOD PLAIN YES ☐ NO ☒

HISTORIC PROPERTY / BUILDING YES ☐ NO ☒

PRIOR ZONING HEARING YES ☐ NO ☒

ZONING OFFICE USE ONLY
REVIEWED BY JH ITEM # 075 CASE # 08-675-1PH

603-2-

FEE SIMPLE DEED

FROM

HENRY G. OTTE by
Janet O. Holbrook, attorney-
in-fact

TO

ROBERT B. STEMBER, JR.
and DENISE R. NOVIER

No. 2814 Onyx Road

CHUCK
276-5988

09-15-740110

14

HENRY D. BLAIR, JR.

ATTORNEY-AT-LAW
19 W. PENNSYLVANIA AVENUE
TOWSON, MD. 21204

PETITIONER'S

EXHIBIT NO.

STATE DEPARTMENT OF
ASSESSMENTS & TAXATIONHENRY D. BLAIR, JR.
ATTORNEY-AT-LAW*Bugard* *6/19/84*
CLERK DATETHIS DEED, made this 15th day of June in the year
one thousand nine hundred and eighty-four betweenHENRY G. OTTE, by JANET O. HOLBROOK, his attorney-in-fact, of the County of Hunterdon
in the State of New Jersey,~~the State of Maryland~~, Grantor of the first part, andC RC/F 14.00
C I TX 349.50
C DOCS 350.00

ROBERT B. STEMLER, JR. and DENISE R. NOVIER, of Baltimore County,

DEED 0
EMK JR T 713.50
#09944 C001 R02 T11:52
06/21/84

the State of Maryland, Grantees, of the second part.

WITNESSETH, that in consideration of the sum of Sixty-Nine Thousand Nine Hundred
(\$69,900.00) Dollars----- the receipt whereof is hereby acknowledged, the said

HENRY G. OTTE, by JANET O. HOLBROOK, his attorney-in-fact,

Grantor do th hereby grant and convey unto the said

ROBERT B. STEMLER, JR. and DENISE R. NOVIER, as joint tenants, their assigns, the
survivor of them, and the heirs and assigns of such survivor,

in fee simple, all that lot of ground situate, lying and being in

Baltimore County, State of Maryland,

and described as follows, that is to say:

BEGINNING for the same on the northeast side of Onyx Road at the distance of
two hundred and ten feet northwesterly from the corner formed by the intersection
of the northeast side of Onyx Road and the northwest side of Opal Road; and running
thence northwesterly binding on the northeast side of Onyx Road forty-two feet; thence
northeasterly, parallel with Opal Road, one hundred and forty feet; thence southeasterly,
parallel with Onyx Road, forty-two feet; and thence southwesterly, parallel with
Opal Road, one hundred and forty feet to the place of beginning. The improvements
thereon being known as No. 2814 Onyx Road.BEING the same lot of ground and premises which by Assignment dated December 9,
1944, and recorded among the Land Records of Baltimore County in Liber R.J.S.
No. 1371, folio 519 was granted and conveyed by Michael J. Wheeler to Henry G.
Otte and Selma S. Otte, his wife, whereby the leasehold interest was acquired.
The said Selma S. Otte has since departed life on or about *August 14, 1975*.BEING the same lot of ground and premises which by Deed dated June 12, 1953,
and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2308,
folio 94 was granted and conveyed by Otis G. Smith and Nellie V. Smith, his wife,
to Henry G. Otte and Selma S. Otte, his wife, whereby the reversionary interest
was acquired.SEE POWER OF ATTORNEY dated August 4, 1983, from Henry G. Otte to Janet O. Holbrook
recorded or intended to be recorded among the Land Records of Baltimore County
prior hereto.AGRICULTURAL TRANSFER TAX
NOT APPLICABLESIGNATURE *[Signature]* DATE *6-18-84*

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

TO HAVE AND TO HOLD the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said

ROBERT B. STEMLER, JR. and DENISE R. NOVIER, as joint tenants, their assigns, the survivor of them, and the heirs and assigns of such survivor,

in fee simple.

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

WITNESS the Hand and Seal of the Grantor.

TEST:

W. L. B. (Signature)

Henry G. Otte by (SEAL)
HENRY G. OTTE by JANET O. HOLBROOK,
attorney-in-fact

Janet O. Holbrook (SEAL)
attorney-in-fact

STATE OF NEW JERSEY, COUNTY OF

to wit:

I HEREBY CERTIFY, that on this 11 day of June, 1984, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Janet O. Holbrook, attorney-in-fact for Henry G. Otte, the Grantor named in this Deed, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and she acknowledged the foregoing Deed to be her act as attorney-in-fact for Henry G. Otte, and that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

KERRIE A. JOSEPH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 7, 1985

My Commission Expires _____

Kerrie A. Joseph
Notary Public

Rec'd for record JUN 21 1984 at 11:52 AM.
Per Elmer H. Kahline, Jr., Clerk
Mail to Henry D. B. Lang Jr.
Receipt No. _____ \$ 14.00

☐ Development Office
907 Stubblefield Lane
Baltimore, MD 21202
244-0900

☒ Loch Raven
8508 Loch Raven Blvd.
Towson, MD 21204
296-1300

☐ Perry Hall
8817 Belair Road
Baltimore, MD 21236
256-9696

Contract of Sale

Magill Yerman
AND COMPANY, REALTORS®



EXECUTIVE OFFICES
8508 LOCH RAVEN BOULEVARD
TOWSON, MARYLAND 21204
(301) 296-1300 (800) 638-4258

☐ Pikesville
50 E. Sudbrook Lane
Baltimore, MD 21208
653-0300

☐ Roland Park
400 W. Cold Spring Lane
Baltimore, MD 21210
433-8500

DATE This Contract of Sale made this 25TH day of MARCH 19 84, between
SELLER HENRY G. OTTE (JANET O. HOLBROOK / POWER OF ATTORNEY), SELLER and
BUYER ROBERT B. STEMLER, JR. ; DENISE R. NOUIER, BUYER.

Witness that the Seller does hereby bargain and sell unto the Buyer, and the latter does hereby purchase from the former, the following described property, situate and lying in BALTO. COUNTY,
ADDRESS Maryland, being the property known as 2814 ONYX AVENUE
with the improvements thereon and all rights and appurtenance thereto belonging or in anywise thereto appertaining in fee simple—subject to an existing annual ground rent of \$ _____ as provided in a lease now recorded among the Land Records of BALTIMORE
Maryland; further subject to the Home Owners Association Declaration and all related documents therewith of _____
(Home Owners Association addendum attached).

With private well and septic system. (If a Baltimore County property, well water addendum/waiver attached hereto).
PROPERTY DESCRIPTION Improved by a TWO STORY, TWO APARTMENT DWELLING

INCLUSIONS Included in the purchase price are all permanent fixtures now in or on the property as well as the OIL burner, kitchen stove and oven, refrigerator, disposal, dishwasher, washer, dryer, central air conditioning, _____ window air conditioning units, existing storm windows and doors, screens, TV antenna with rotor, curtain rods, shrubbery, light fixtures, all fuel oil stored on premises at time of settlement, ADDITIONAL STOVE ON SECOND FLOOR

PRICE At and for the price of SIXTY NINE THOUSAND NINE HUNDRED Dollars (\$ 69,900)
of which ONE THOUSAND Dollars (\$ 1,000)
have been paid prior to the signing hereof by way of PERSONAL CHECK and an additional deposit in the amount of \$ _____ to be paid on or before _____

SETTLEMENT Settlement shall be on JUNE 15TH 19 84 or sooner by mutual agreement between the parties, at which time the then remaining balance of purchase price will be paid to the Seller in cash.

FINANCING CONTINGENCY This contract of sale is expressly contingent upon the Buyer receiving a commitment for a DIRECT
REDUCTION mortgage loan ☒ conventional, ☐ conventional insured, ☐ insured by FHA
(Plan _____), ☐ guaranteed by VA (Plan _____) (if FHA or VA financing, attached addendum becomes a part hereof), or
_____ with regard to the property in the amount of \$ 49,900

to be amortized over a period of 30 years, at an interest rate not to exceed 13 % per year or, in the case of an FHA or VA loan, at an interest rate not to exceed the highest rate permitted by the FHA or VA at time of settlement. Said mortgage to call for monthly payment of principal and interest plus one-twelfth of the following annual charges as applicable: real estate taxes; hazard and flood insurance premiums; FHA insurance premium; private mortgage insurance; community or Home Owners Association charges; and ground rent, if any. If such mortgage commitment is not obtained by the Buyer or for the Buyer by Magill Yerman and Company, Realtors/Better Homes and Gardens, by APRIL 25TH 1984, then this contract shall be null and void and all monies on deposit shall be returned to the Buyer, and neither party shall have any liability to the other.

MORTGAGE APPLICATION The Buyer by execution of this contract expressly agrees to execute such mortgage and to make application for said mortgage within 5 banking days from the date hereof. Buyer also agrees to execute such mortgage at settlement if the loan commitment therefore is granted by the mortgagee and the Buyer further agrees to furnish a copy of such commitment to the Seller or his agent. Any action by the Buyer resulting in the disqualification of the Buyer for the financing herein prescribed, including, without limitation, misrepresentation by the Buyer or failure to apply for such financing and pursue the same diligently, shall constitute a default on the part of the Buyer under the terms of this contract; and the Seller may terminate the contract, declare the deposit hereinabove described forfeited and pursue such other rights and remedies as may be available, at law, or in equity, including, without limitation, action for specific performance of this contract and/or additional monetary damages.

ALTERNATE FINANCING It is further understood and agreed that should the Buyer make application for financing through a lending institution or other source whereby the interest, terms of payment, amount of loan or any one of these differs from the financing conditions herein set forth, then, upon notification to the Buyer from said lending institution or party that the financing as requested has been approved, the mortgage conditions of this contract shall be deemed to have been fully satisfied, provided said alternate mortgage does not increase closing costs to the Seller.

LOAN PLACEMENT FEES Buyer agrees to pay up to 2 % loan origination fee.
Seller agrees to pay up to 0 % mortgage placement fee.

SPECIAL CONDITIONS

PETITIONER'S

EXHIBIT NO. 3

**SPECIAL
CONDITIONS**

**TERMITE
INFESTATION**

Seller authorizes the Buyer, or Magill Yerman and Company, Realtors/Better Homes and Gardens, to obtain, at Buyer's expense, an inspection by a recognized pest control company to determine that there is no evidence in the property of termite or other wood-destroying insect infestation; if however, this contract calls for a Veteran Administration Guaranteed Loan, then said inspection shall be conducted at the expense of the Seller. If any infestation is found, then the property shall be treated for same, and any damage by prior or present infestation shall be corrected at the Seller's expense. In no case, however, shall the Seller be liable for such expenses in excess of 4% of the purchase price of the property.

**WARRANTY
& TITLE**

Upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, publicly recorded easements for public utilities, and any other easements which may be observed by an inspection of the property.

ADJUSTMENTS

Ground rent, rent, water rent, association and/or community fees shall be adjusted and apportioned as of the date of settlement, and all taxes, general or special, and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis (including Metropolitan District, Sanitary Commission or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements), are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by the Buyer.

POSSESSION

Possession of the premises shall be given to Buyer at time of settlement. Seller will leave the premises free and clear of trash and debris and broom clean; and will leave all mechanical/electrical/plumbing equipment, including well and septic system, appliances, heating and air conditioning systems and units, if any, in good operating condition. Buyer reserves the right, upon reasonable notice to the Seller, to inspect the property prior to settlement.

**RISK &
INSURANCE**

The herein described property is to be held at the risk of the Seller until legal title has passed or possession has been given. It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and shall continue said insurance in force during the life of this contract. In the event it shall be determined by the Buyer that the property is inadequately insured by the Seller, the Buyer shall have the right, at Buyer's option and expense, to obtain such insurance, or additional insurance, as shall be satisfactory to Buyer.

**TRANSFER
COSTS**

Cost of all documentary stamps, required by law, recordation tax and transfer tax, where required by law, shall be divided equally between the parties hereto. This contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written, time being of the essence of this contract. The parties hereto hereby bind themselves, their heirs, executors, administrators, successors and assigns for the faithful performance of this contract.

**HOME
INSPECTION**

Buyer acknowledges the opportunity to have the property inspected by a qualified home inspection firm to determine the condition of the structural and mechanical systems, including well and septic systems. ~~Buyer hereby declines to request or authorize such inspection.~~

**AGRICULTURAL
ASSESSMENT**

If the property is or has been subject to assessment on the basis of farm or agricultural use then transfer of the property from Seller to Buyer, pursuant to the terms of this Contract, may be subject to a development tax under Section 19(b) (1) and (2) of Article 81 of the Maryland Code or subject to the "agricultural transfer tax" under Article 81 Section 278F. Which tax, if either, shall be paid by Seller.

**NEW
HOME**

If the improvements include recently-installed public water and/or sewer facilities, as in the case of a new home, Buyer may become liable for deferred charges therefore.

AGENCY

The Seller recognizes Magill Yerman and Company, Realtors/Better Homes and Gardens as the listing broker negotiating this contract and agrees to pay said broker a brokerage fee for services rendered in the amount provided for in the listing contract. It is expressly understood by both the Buyer and the Seller that neither the listing broker nor any other broker or their respective agents involved in the consummation of this sale shall have any responsibility or liability with respect to the condition of the property sold hereunder or for the performance of the contract by any of the parties hereto. Buyer hereby acknowledges that no agent, servant or employee of the brokers has made any statement, representation, warranty or promise to them regarding the condition of the premises or any part thereof or the neighborhood or locale in which situated upon which Buyer has relied and which is not contained in this contract.

**CAPTIONS
TELEGRAMS**

The marginal captions of this contract are for convenience and reference only and in no way define or limit the intent, rights or obligations of the parties hereto. Telegram or mailgram acceptance by any absentee principals shall constitute ratification of this contract.

**TENANTS
RIGHT OF
FIRST REFUSAL**

If the property is or has been within six months of the date hereof a single family residential rental dwelling in Baltimore City, Maryland, the validity of this agreement of sale is contingent upon compliance of the provisions of Section 46-55 of Article 13 of the Baltimore City Code, 1976 addition as amended.

ADDENDUMS

The following addendums, attached hereto, are submitted with and made a part of this contract:

Home INSPECTION

Notice of Tenancy

This is a legally binding contract; if not understood seek competent advice.

NOTICE TO BUYER: If the property being purchased hereunder is an unimproved parcel of land, intended to be used for residential purposes, you should, before signing this contract, consult with the appropriate public authorities to ascertain whether public sewerage and water facilities are available, or if not, whether the property will be approved by such authorities for the installation of a well and/or private sewerage disposal system.

NOTICE TO BUYER: You have the absolute right and privilege to select your own title insurance, settlement, or escrow company or title attorney to the extent provided for in Chapter 783 of the Acts of 1973 of the General Assembly of Maryland.

NOTICE TO BUYER: If the property being purchased hereunder is subject to a ground rent in an annual amount set forth above and said ground rent is not timely paid, the reversionary owner of the ground rent may bring an action of ejectment against you pursuant to Section 8-402 (c) of the real property article, annotated Code of Maryland (1974 Ed., as amended). As a subsequent result of such ejectment action, the reversionary owner of the ground rent may be discharged from the lease and own the property in fee.

NOTICE TO BUYER: If the property being purchased hereunder is a non-owner occupied residential rental dwelling in Baltimore City, the property must be registered with, and an annual registration fee paid to, the Commissioner of Housing and Community Development pursuant to Baltimore City Ordinance number 381 effective September 1, 1981.

Witness the hands and seals of the parties hereto:

[Signature]
WITNESS AS TO SELLER'S SIGNATURE

[Signature]
WITNESS AS TO SELLER'S SIGNATURE

[Signature]
WITNESS AS TO BUYER'S SIGNATURE

[Signature]
WITNESS AS TO BUYER'S SIGNATURE

[Signature] (SEAL) 4/2/84
SELLER'S SIGNATURE (P/A for Henry D. [Signature]) DATE

[Signature] (SEAL) 3-25-84
SELLER'S SIGNATURE DATE

[Signature] (SEAL) 3-25-84
BUYER'S SIGNATURE DATE

[Signature] (SEAL) 3-25-84
BUYER'S SIGNATURE DATE

Rider No. 1

Home Inspection

This contract is subject to and contingent upon the Buyer obtaining from a recognized home inspection firm a report to determine the structural soundness of the home and any major flaws in the heating, plumbing, air conditioning and electrical systems. This inspection shall take place within seven days from the date hereof, and all costs in connection with said inspection shall be borne by the Buyer. In the event of an unfavorable report regarding major items, Buyer shall have the option to declare this contract null and void with all monies on deposit to be returned to Buyer. Buyer agrees to provide seller with a copy of said report. Unless Buyer notifies seller in writing within seven days of the date of said inspection, this contract shall then be considered valid and binding on all parties hereto in regard to this contingency.

[Signature]
Witness

Witness

[Signature]
Witness

Witness

[Signature]
Seller (P/n. J. M. V. G. O. C.)

Seller

[Signature]
Buyer

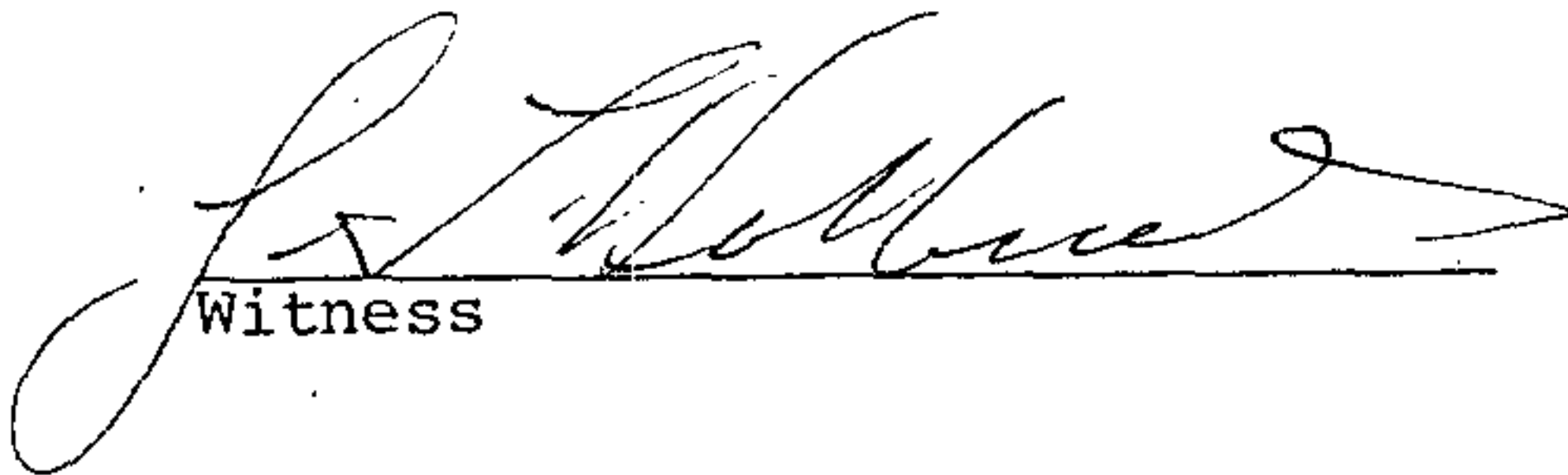
[Signature]
Buyer

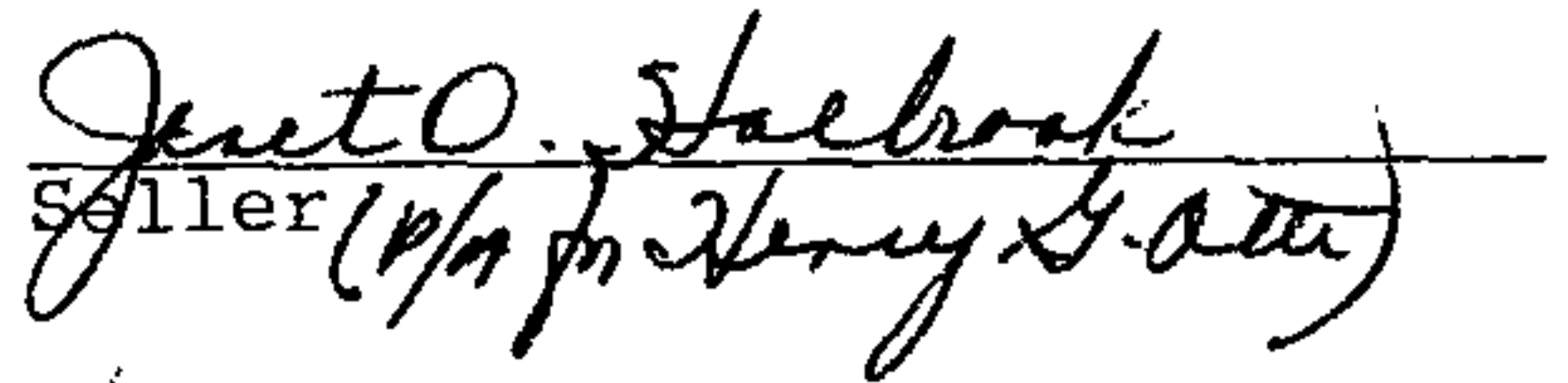
RIDER NO. 2

Tenancy

The Buyers have been made aware of the existing tenancy of PRESTON STEVENS and PAMELA STEVENS for the second floor apartment (Included therein is the right to the use of the basement.) on a month to month basis. The Buyers agree to accept title to the property at the time of settlement subject to such tenancy provided the tenants have not vacated the premises as of the date of settlement. The rent to be adjusted to the date of settlement.

In connection with said tenancy, the Seller to assign unto the Buyers any security deposit and accrued interest thereon at the time of settlement.

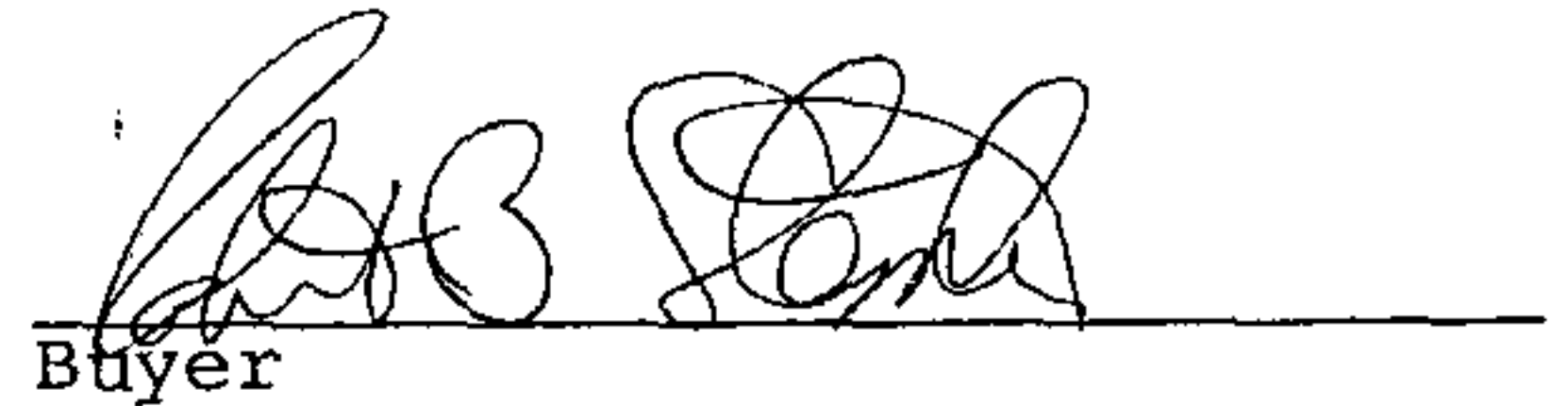

Witness


Seller (p/n for Henry G. Allen)

Witness

Seller


Witness


Buyer

Witness


Buyer

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72139

Michael J Wheeler
Asgt to
Raymond Kline & wf
US \$4.40 St \$3.90

AS WITNESS my hand and Notarial Seal

Robert E Carney
Notary Public
My commission expires 5/7/45
Recorded Dec 11 1944 at 11:50 A M & exd per

Robert J Spittel
Clark
Examiners E&G

Rec by H M D

THIS DEED made this 9th day of December in the
year one thousand nine hundred and forty four
by and between Michael J Wheeler grantor of Balti-
more City in the State of Maryland of the first part
and Raymond Kline and Virginia Kline his wife gran-
tees of the second part

WITNESSETH that in consideration of the sum of five dollars and other good
and valuable considerations receipt whereof is hereby acknowledged the said Michael J
Wheeler does grant and convey unto the said Raymond Kline and Virginia Kline his wife
as tenants by the entireties their personal representatives and assigns all that lot of
ground situate in Baltimore County Maryland aforesaid and described as follows that is
to say

BEGINNING for the same on the northeast side of Onyx Road at the distance
of three hundred and seventy eight feet northwesterly from the corner formed by the
intersection of the northeast side of Onyx Road and the northwest side of Opal Road and
running thence northwesterly binding on the northeast side of Onyx Road forty two feet
thence northeasterly parallel with Opal Road one hundred and forty feet thence southeast-
erly parallel with Onyx Road forty two feet and thence southwesterly parallel with Opal
Road one hundred and forty feet to the place of beginning The improvements thereon being
known as 2806 Onyx Road

AND BEING one of the lots of ground

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Liber 1371

519

72138

Michael J Wheeler

Agt to

Henry G Otto & wf

US \$6.60 St \$5.60

second part grantees

WITNESSETH that in consideration of the sum of five dollars and other good and valuable considerations receipt whereof is hereby acknowledged the said Michael J Wheeler does grant and convey unto the said Henry G Otto and Selma S Otto his wife as tenants by the entireties their personal representatives and assigns all that lot of ground situate in Baltimore County Maryland aforesaid and described as follows that is to say

BEGINNING For the same on the northeast side of Onyx Road at the distance of two hundred and ten feet northwesterly from the corner formed by the intersection of the northeast side of Onyx Road and the northwest side of Opal Road and running thence northwesterly binding on the northeast side of Onyx Road forty two feet thence northeasterly parallel with Opal Road one hundred and forty feet thence southeasterly parallel with Onyx Road forty two feet and thence southwesterly parallel with Opal Road one hundred and forty feet to the place of beginning The improvements thereon being known as 2814 Onyx Road

AND BEING one of the lots of ground which by lease dated the 9th day of December and recorded or intended to be recorded immediately prior hereto among the land records of Baltimore County was leased and demised by Jack Difatta and wife to the herein grantor

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

TO HAVE AND TO HOLD the said described lot of ground and premises unto and to the use of the said Henry G Otto and Selma S Otto his wife as tenants by the entireties

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Liber 1371		521
WITNESS the hand and seal of said grantor		
Test	Robert E Carney	Michael J Wheeler
		(Seal)
STATE OF MARYLAND COUNTY OF BALTIMORE to wit		
I HEREBY CERTIFY that on this 9th day of December in the year one thousand nine hundred and forty four before me the subscriber a Notary Public of the State of Maryland in and for Baltimore County aforesaid personally appeared Michael J Wheeler the grantor named in the above deed and he acknowledged the foregoing deed to be his act		
AS WITNESS my hand and Notarial Seal		
(Notarial Seal)	Robert E Carney	Notary Public
My commission expires 5/7/45		
Recorded Dec 11 1944 at 11:30 A M & and per		
Rec by H M D	Robert J Spittel	Clerk
	Examiners EAG	
72140	:	
Henry G Otto & wf	:	THIS MORTGAGE made this 9th day of December nine-
Wig to	:	teen hundred and forty four between Henry G Otto
Carney Perm S & L Assn	:	and Selma S Otto his wife of the County of Balti-
	:	more State of Maryland mortgagors and the Carney
Permanent Savings and Loan Association a body corporate duly incorporated under the laws of the State of Maryland mortgagor		
WHEREAS the said Henry G Otto and Selma S Otto his wife being members of said body corporate have received an advance of thirty five hundred dollars on thirty five shares of its stock which said sum the said mortgagors agree to repay in instalments with interest thereon from date hereof at the rate of five and one half percent per annum in the following manner		
By the payment of fifty dollars per month on or before the first day of		

DEL PER TINKLEY MAY 15 1953

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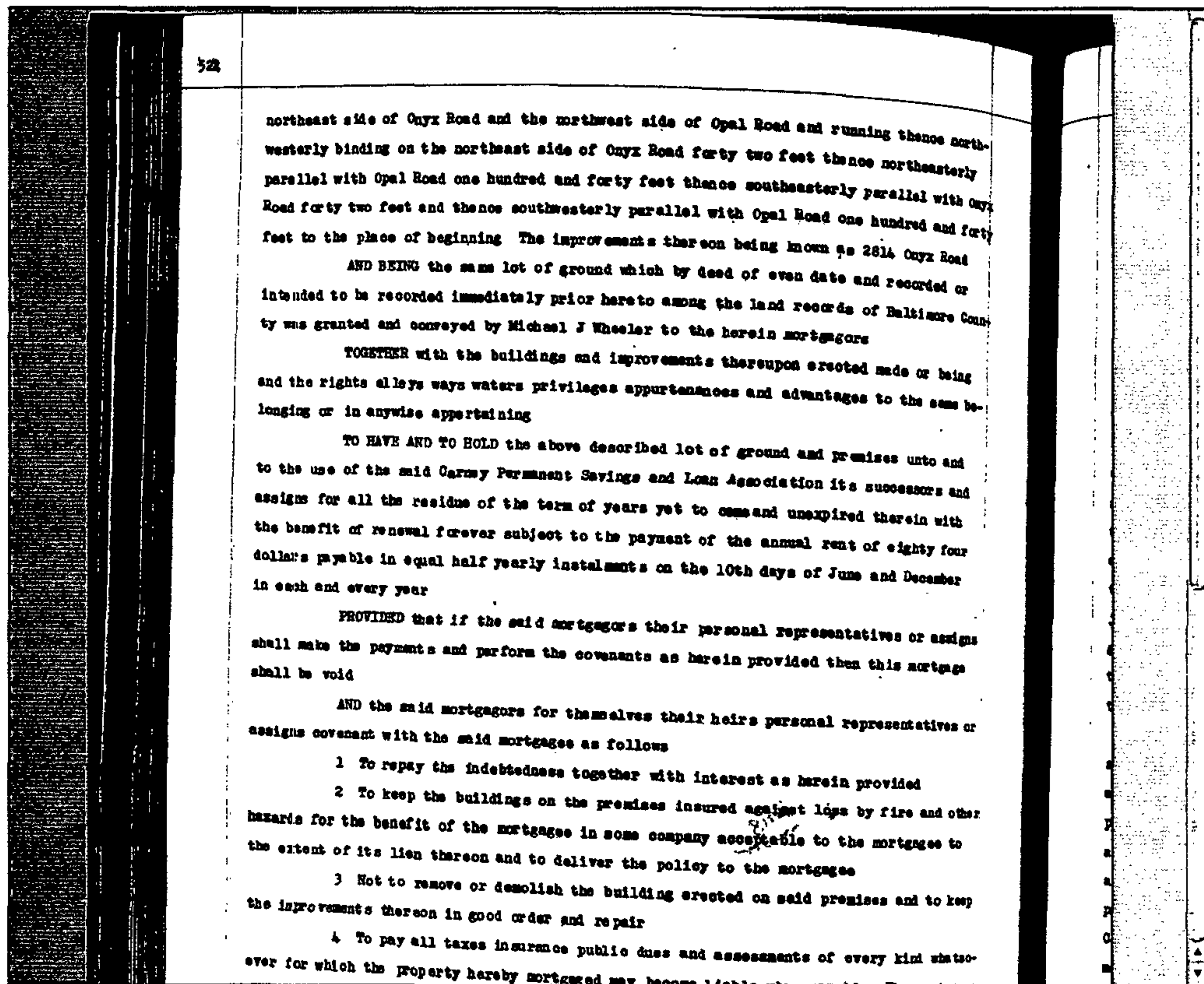
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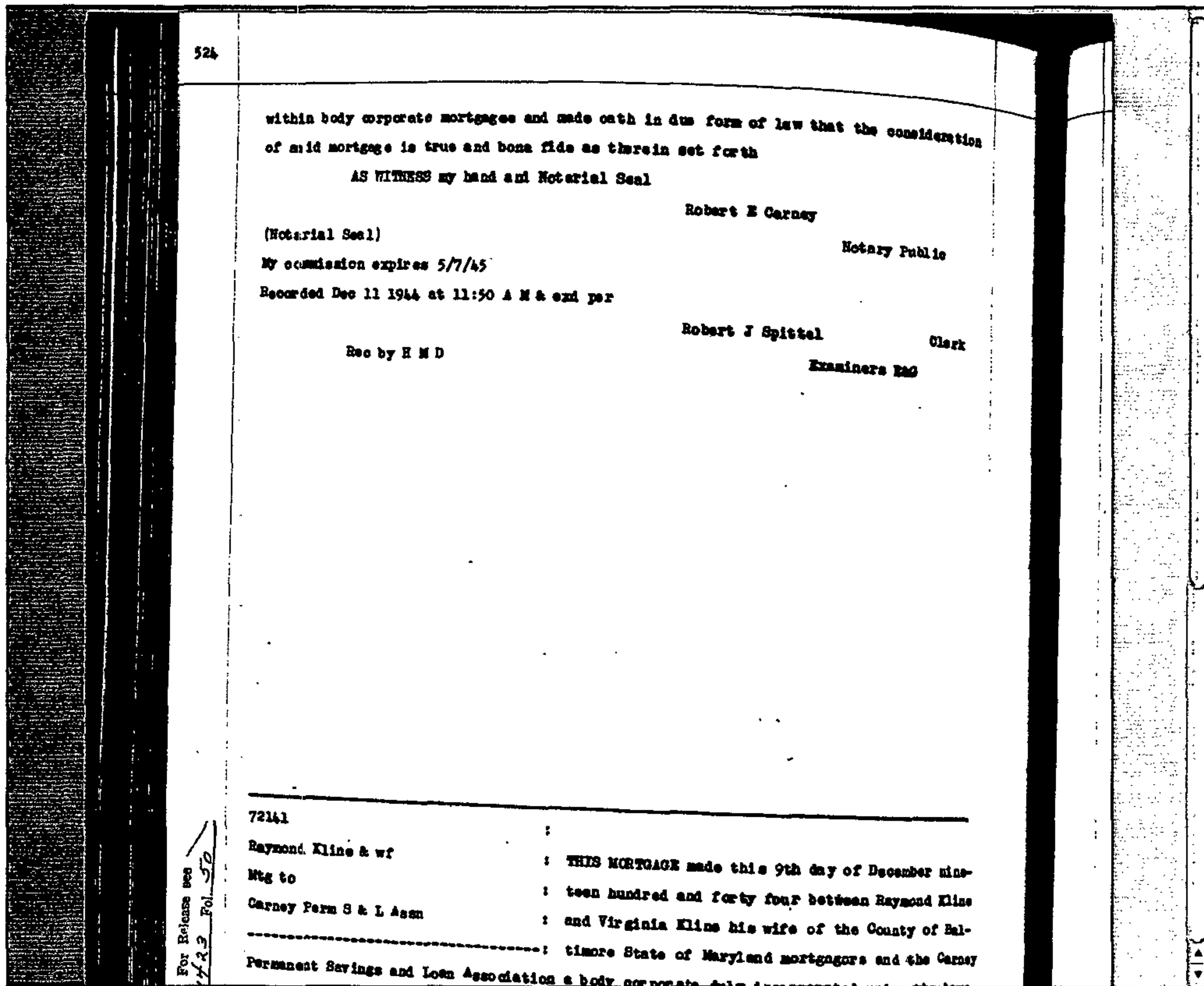
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Liber 1371

523

their heirs personal representatives or assigns shall possess the aforesaid property but upon any such default as herein provided the entire indebtedness shall become due and payable

AND it shall be lawful for the said mortgagee its successors or assigns or for Robert E. Carney its attorney or agent at any time after default in any of the covenants or conditions of this mortgage as herein provided to sell the hereby mortgaged property or so much thereof as may be necessary to satisfy said mortgage debt and interest and all expenses incident to said sale and to grant assign or convey the said property to the purchaser thereof his her or their heirs personal representatives or assigns and which sale shall be made in the following manner to wit upon giving twenty days' notice of the time place manner and terms of sale in some newspaper published in Baltimore County and such other notice as by said mortgagee may be deemed expedient and in the event of such sale under the powers hereby granted the proceeds thereof shall be applied as follows first to the payment of all expenses incident thereto including a fee of twenty five dollars and a commission to the party making sale of said premises equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a court of equity jurisdiction in the State of Maryland secondly to the payment of all claims of the mortgagee its successors and assigns under this mortgage whether or not the same shall have then matured and the surplus shall be paid to the mortgagors their personal representatives or assigns or to whomever may be entitled to the same

AND the said mortgagors for themselves their personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid under the powers hereby granted there shall be and become due by them to the party inserting said advertisement all expenses incident to said advertisement or notice all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt principal and interest equal to one half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court for Baltimore County in Equity which said expenses costs and commissions the said mortgagors for themselves their personal representatives or assigns hereby covenant to pay

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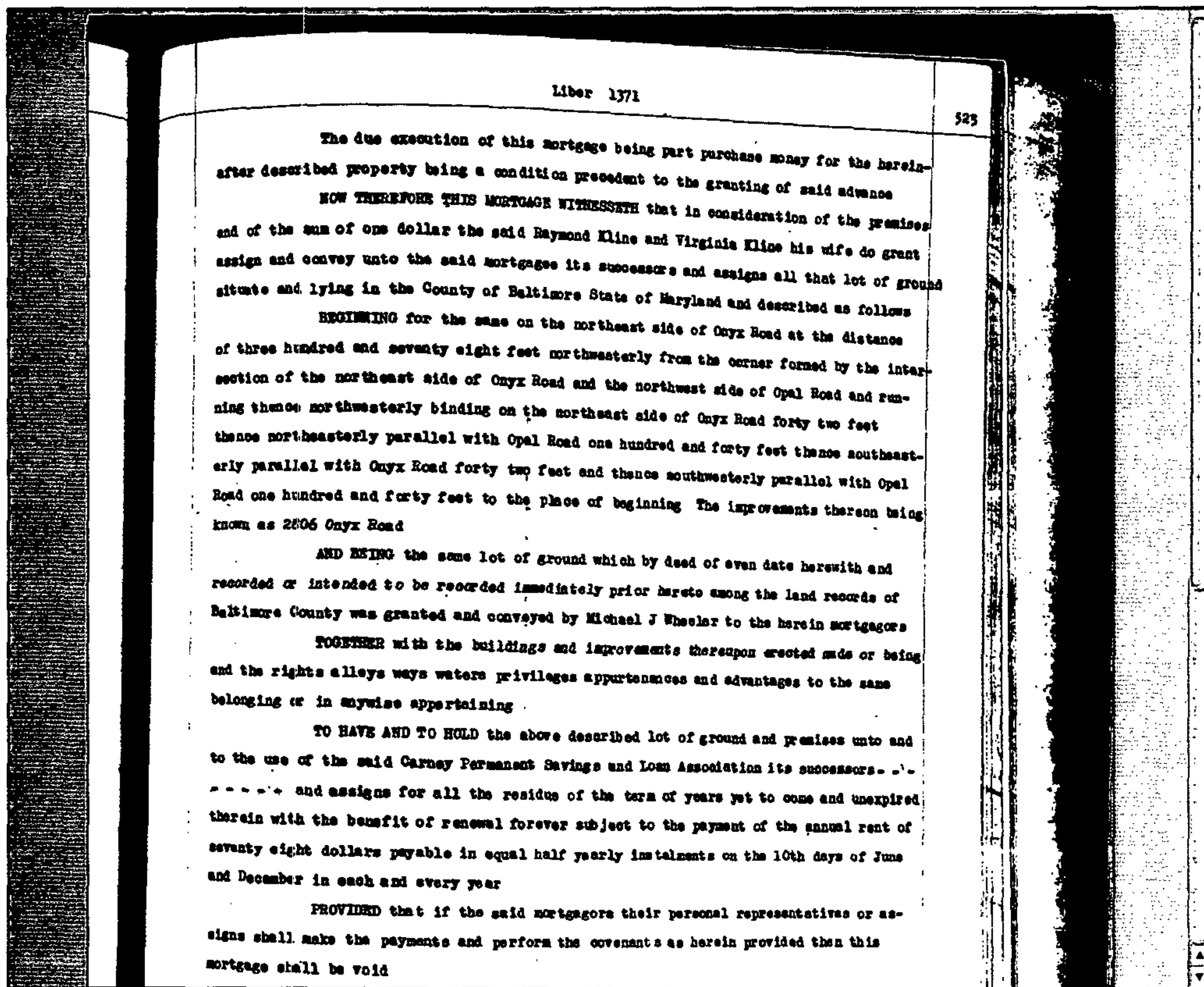
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RJS 1371, 1944
MSA CE 62-1226

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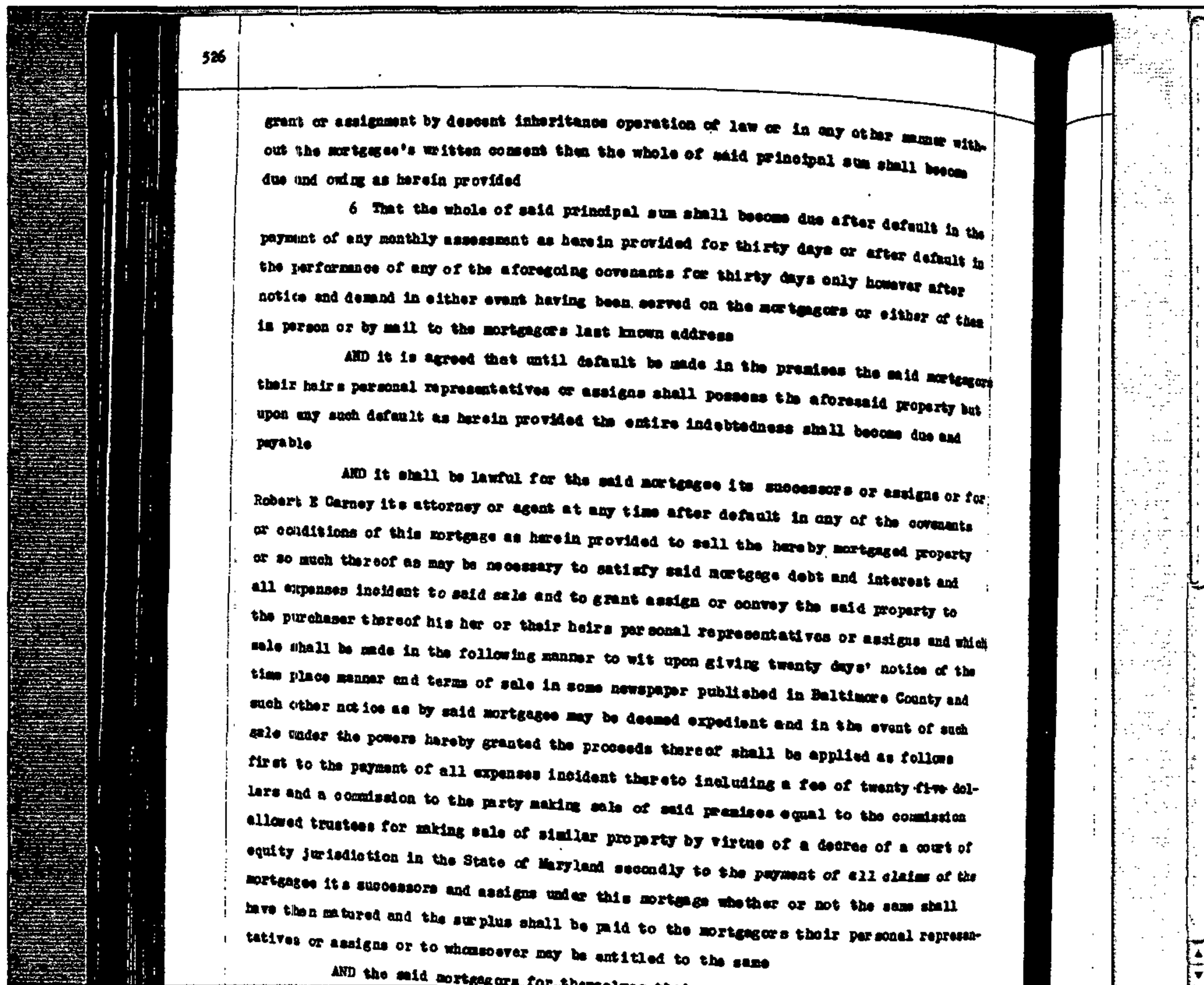
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► **Problems? Questions? Suggestions and Improvements? Contact the Help Desk**

MDLandRec.netJump to Land Record: Book **RJS 1371** | Page **0526** ☐ New Search ☐ Return to series inventories ☐ Return to County Home Page ☐ Unsatisfactory Image?**BALTIMORE COUNTY CIRCUIT COURT (Land Records) Current Page: f. 0526****RJS 1371, 1944****MSA CE 62-1226**

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**BALTIMORE COUNTY CIRCUIT COURT (Land Records) Current Page: f. 0526****RJS 1371, 1944****MSA CE 62-1226**

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► Problems? Questions? Suggestions and Improvements? Contact the Help Desk

2814 Onyx Road
Parkville, Md 21234

Rental Occupancy Record

1941 Henry Otte moved in

1943 2nd Floor: Italian couple – had a barber shop near Dutch Mill Inn on Harford Rd

1944 2nd Floor Phillip and Mary Walch

1960 2nd Floor Mary Walch moved in, Phillip had passed away

1960 2nd Floor John K Stevens moves in

Preston Stevens, his son, stays after parents move out at some time

1984 – Robert and Denise Stemler purchase house from Henry Otte and move into 1st Floor

1984 – Preston Stevens remains in 2nd Floor

1985 – Sandy Drecchio moves into 2nd Floor

1986 – Anne Carter moves into 1st Floor

1997 – Mary Harrison moves into 1st Floor when Anne Carter moves in

2005 Mary Harrison left

2003 Sandy Drecchio left

2003-2005 – Mr. lives there w/ girlfriend + cats

Since 2005 – has not been rented

– vacant for renovations ~~for a period of time~~

PETITIONER'S

EXHIBIT NO.

5

AFFIDAVIT

The undersigned hereby affirms under the penalties of perjury to the Director of Department of Permits and Development Management (PDM), as follows:

That the information herein given is within the personal knowledge of the Affiant and the Affiant is competent to testify thereto in the event that a public hearing is scheduled in the future with regard thereto.

Wayne E. Geoghegan ^{Mrs.} WAYNE E. GEOGHEGAN
AFFIANT (Handwritten Signature) AFFIANT (Printed Name)
2816 Onyx Rd Baltimore, MD 21234 1-410-665-8682
ADDRESS (Printed) TELEPHONE NUMBER

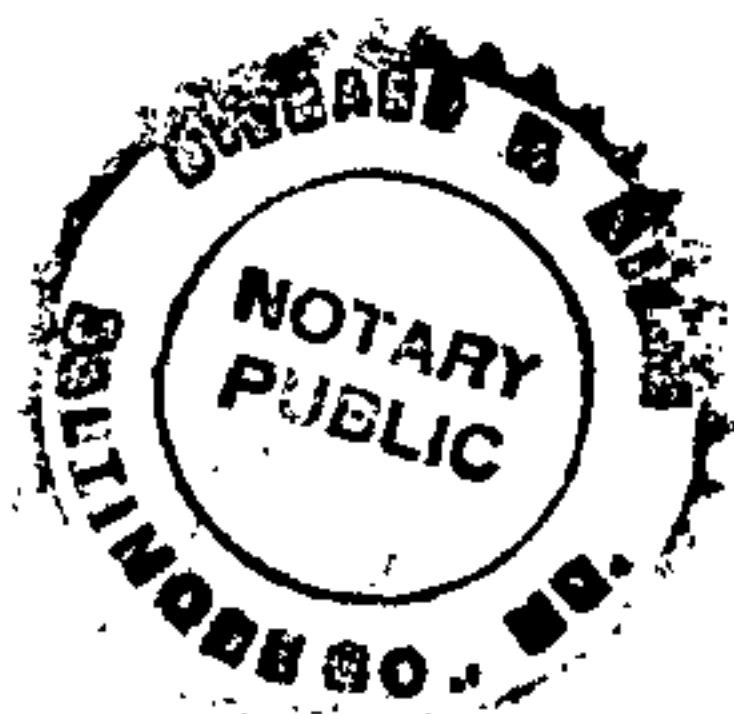
BASED UPON YOUR PERSONAL KNOWLEDGE, PLEASE ANSWER THE FOLLOWING:

1. Can you verify by this affidavit and/or testify in court, if necessary, that the home located at 2814 Onyx Rd Baltimore, MD 21234 has been occupied as a 2 apartment dwelling since June, 1941? yes
(address) (month) (year) (2, etc.) (answer)
 2. Can you also verify and testify, if necessary, that said apartments have been occupied by renters every year since June, 1941? yes
(month) (year) (answer)
 3. Will you realize any gain from the sale of this property? No *
(answer)
- *If the answer is yes, this form cannot be approved.

STATE OF MARYLAND, COUNTY OF BALTIMORE to wit:

I HEREBY CERTIFY this 7th day of August, 2007, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WAYNE E. GEOGHEGAN, the Affiant herein, personally known or satisfactorily identified to me as such Affiant.

AS WITNESS my hand and Notarial Seal.



Richard W. Wilson
NOTARY PUBLIC
My Commission Expires 11-01-10

Revised 6/1/00

PETITIONER'S

EXHIBIT NO. 6

**CONDITIONAL USE PERMIT
FOR
TWO APARTMENTS**

This use permit for two apartments at 2814 Onyx Rd Baltimore, MD 21234
(address)

is issued entirely upon the basis of the herein affidavit, including the dates of original use and continuous use sworn to therein. The responsibility for the accuracy of said dates and uses is entirely that of the legal owner and/or agent thereof. In the event that the accuracy is challenged, our approval is automatically withdrawn; the use permit will be reinstated only after public hearing and submission of testimony that alleviates the allegations contained in the challenge and otherwise provides the proofs necessary to establish a legal non-conforming use for the number of apartments claimed. Knowingly falsifying the affidavit information on the reverse side of this permit is subject to the penalties of perjury.

DATE: 8.9.07

APPROVED BY:



DIRECTOR, DEPARTMENT OF PERMITS
AND DEVELOPMENT MANAGEMENT

AFFIDAVIT

Frank J. Winkel
Affiant (signature)

FRANK J. WINKEL
Affiant (Printed Name)

124 S. SCHUYLKILL AVE.
NORRISTOWN PA 19403
Address (printed)

(610) 539-1374
Telephone Number

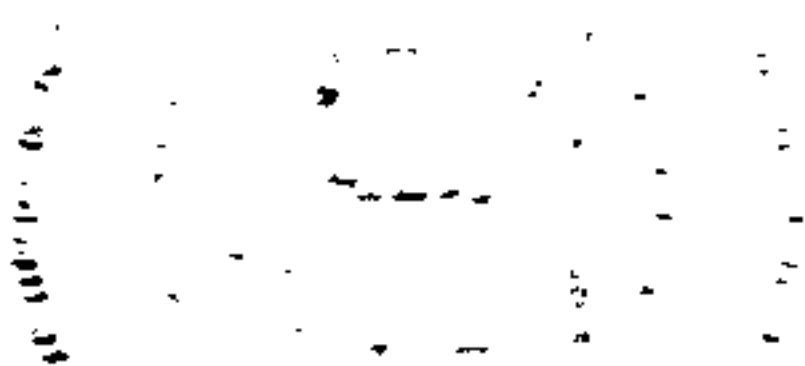
BASED UPON YOUR PERSONAL KNOWLEDGE, PLEASE ANSWER THE FOLLOWING:

1. Can you verify by this affidavit that the home located at 2814 Onyx Road Baltimore Md 21234 has been occupied as a 2 apartment dwelling since APRIL, 1946 ? _____
2. Can you also very and testify, if necessary, that said apartments have been occupied by renters every year since APRIL, 1946 ? _____
3. Will you realize any gain from the sale of this property? NO

State of Maryland, County of Baltimore to wit:

I hereby certify this, 13th day of October, 2007, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frank J Winkel,
The Affiant herein, personally known or satisfactorily identified to me as such Affiant.

As witness my hand and Notarial Seal.



Thorne M. Paris
Notary Public

My Commission Expires 1-1-11

PETITIONER'S

EXHIBIT NO. 7

Preston & Sam Stevens
1919 Clearwood Rd
Baltimore Md 21234

Mike & Mary,
2703 Burrledge Rd
Woodcroft 21234

Verden Hysong -
2830 Onyx Rd - Baltimore 21234
Moved in Sept - 1941

Wayne & John -
2816 Onyx Rd
Baltimore 21234
Moved in June 2, 1941



Have a great day!

a personal

8



House was built in 1937

2 Floor Tenants -

- 1- Barber - wife - No Children
- 2- Welch - Philip + Mary - " "
- 3- Calace - Jim + Estelle - 3 boys
- 4- Stephens + Preston + Ann - 3 Girls
- 5- Thersa - ? 1 Child

2 Floor - tenants children

- 1- Ottes - Henry + Selma - 2
- 2- Bob + Denise - 2
- 3- Ann - ? 0
- 4- Mike + Mary 1

Adresses - other side

CASE NAME 2814 Dnyx Rd
CASE NUMBER 08-075-SPH
DATE October 15, 2007

PETITIONER'S SIGN-IN SHEET

[illegible]



BALTIMORE COUNTY
M A R Y L A N D

JAMES T. SMITH, JR.
County Executive

THOMAS H. BOSTWICK
Deputy Zoning Commissioner

October 31, 2007

DENISE ROBIN NOVIER STEMLER AND
ROBERT BURTON STEMLER, JR.
17408 MASEMORE ROAD
PARKTON MD 21120

-Re: Petition for Special Hearing
Case No. 08-075-SPH
Property: 2814 Onyx Road

Dear Mr. and Mrs. Stemler:

Enclosed please find the decision rendered in the above-captioned case.

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

Very truly yours,

A handwritten signature in dark ink, appearing to read "Thomas H. Bostwick".

THOMAS H. BOSTWICK
Deputy Zoning Commissioner
for Baltimore County

THB:pz

Enclosure



Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 2814 Onyx Rd Baltimore, MD 21234
which is presently zoned DRS-5

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

the use of the existing dwelling for two apartment units which have existed since 1941.

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

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

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

Contract Purchaser/Lessee:

Name - Type or Print _____

Signature _____

Address _____ Telephone No. _____

City _____ State _____ Zip Code _____

Attorney For Petitioner:

Name - Type or Print _____

Signature _____

Company _____

Address _____ Telephone No. _____

City _____ State _____ Zip Code _____

Legal Owner(s):

Denise Robin Novier Stemler

Name - Type or Print

Denise Robin Novier Stemler

Signature

Robert Burton Stemler, Jr

Name - Type or Print

Rob Burton Stemler

Signature

17408 Masemore RD 4103430270

Address

Telephone No.

Parkton

City

MD

State

21120

Zip Code

Representative to be Contacted:

Name _____

Address _____ Telephone No. _____

City _____ State _____ Zip Code _____

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING _____

UNAVAILABLE FOR HEARING _____

Case No. 08-075-SPA

Reviewed By RN Date 8/9/07

REV 9/15/98

2008 RECEIVED FOR FILING
10-31-07
13

Zoning Description

ZONING DESCRIPTION FOR 2814 Onyx Road Baltimore, MD 21234

Beginning for the same on the northeast side of Onyx Road at the distance of two hundred and ten feet northwesterly from the corner formed by the intersection of the northeast side of Onyx Road and the northwest side of Opal Road; and running thence northwesterly binding on the northeast side of Onyx Road forty-two feet; thence northeasterly, parallel with Opal Road, one hundred and forty feet; thence southeasterly, parallel with Onyx Road, forty-two feet; and thence southwesterly, parallel with Opal Road, one hundred and forty feet to the place of beginning. The improvements thereon being known as No. 2814 Onyx Road.

Being the same lot of ground and premises which by Assignment dated December 9, 1944, and recorded among the Land Records of Baltimore County in Liber R.J.S. No. 1371, folio 519 was granted and conveyed by Michael J. Wheeler to Henry G. Otte and Selma S. Otte, his wife, whereby the leasehold interest was acquired.

Being the same lot of ground and premises which by Deed dated June 12, 1953, and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2308, folio 94 was granted and conveyed by Otis G. Smith and Nellie V. Smith, his wife, to Henry G. Otte and Selma S. Otte, his wife, whereby the reversionary interest was aquired.

June 15, 1984 the deed was conveyed to Robert B. Stemler, Jr. and Denise Novier (Stemler), Liber 6733 page 603.

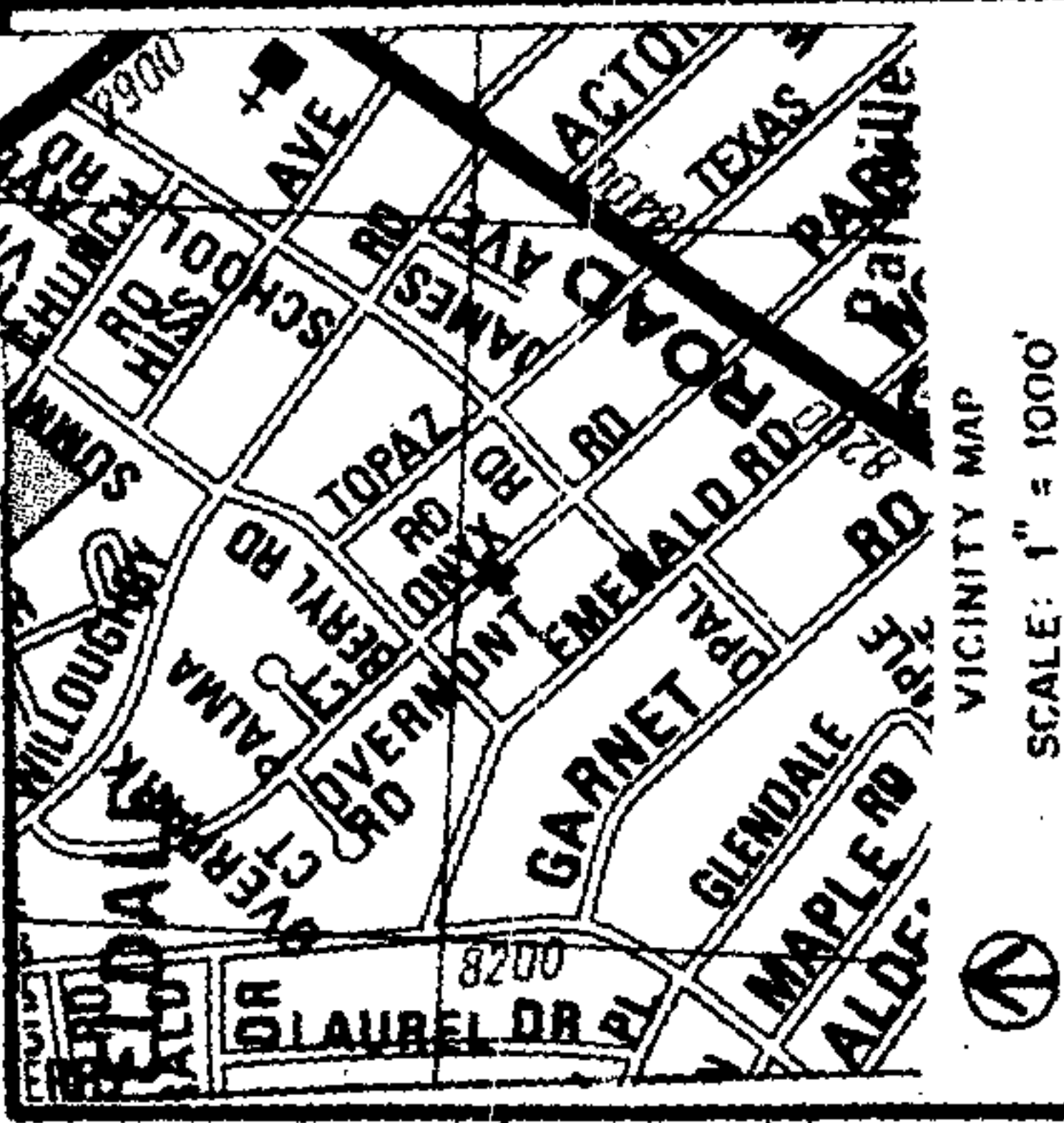
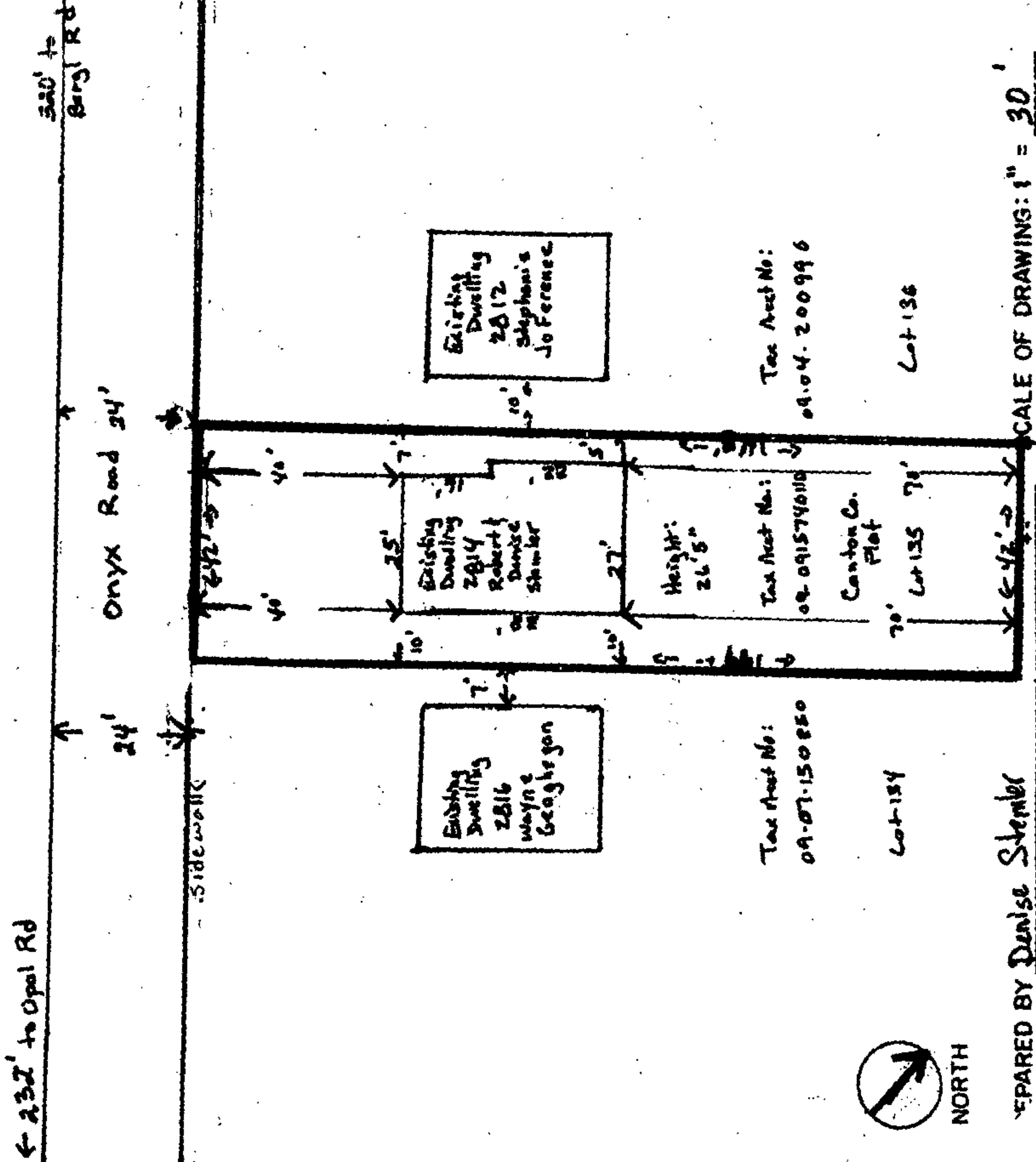
PLAT TO ACCOMPANY PETITION FOR ZONING ☐ VARIANCE ☒ SPECIAL HEARING

PROPERTY ADDRESS 2814 Onyx Rd Balla, MD 21034 SEE PAGES 5 & 6 OF THE CHECKLIST FOR ADDITIONAL REQUIRED INFORMATION

SUBDIVISION NAME Canton Company Plat

PLAT BOOK # FOLIO # 135 SECTION # 134

OWNER Denise and Robert Stember



LOCATION INFORMATION

ELECTION DISTRICT 09

COUNCILMANIC DISTRICT 6

1"=200' SCALE MAP # NE 8-D

ZONING DR 5.5

LOT SIZE 0.135 ACRES 5880 SQUARE FEET

SEWER ☒ PUBLIC ☐ PRIVATE

WATER ☒ PUBLIC ☐ PRIVATE

YES ☐ NO ☒

CHESAPEAKE BAY CRITICAL AREA

100 YEAR FLOOD PLAIN

HISTORIC PROPERTY / BUILDING

PRIOR ZONING HEARING

ZONING OFFICE USE ONLY
REVIEWED BY ITEM # CASE #

PREPARED BY Denise Stember

SCALE OF DRAWING: 1" = 30'

075

08-075-50H

PLAT TO ACCOMPANY PETITION FOR ZONING ☐ VARIANCE ☒ SPECIAL HEARING

PROPERTY ADDRESS 2814 Onyx Rd Baltimore, MD 21234 SEE PAGES 5 & 6 OF THE CHECKLIST FOR ADDITIONAL REQUIRED INFORMATION

SUBDIVISION NAME Canton Company Plat

PLAT BOOK # 135 LOT # 135 SECTION # 136

OWNER Denise and Robert Stember

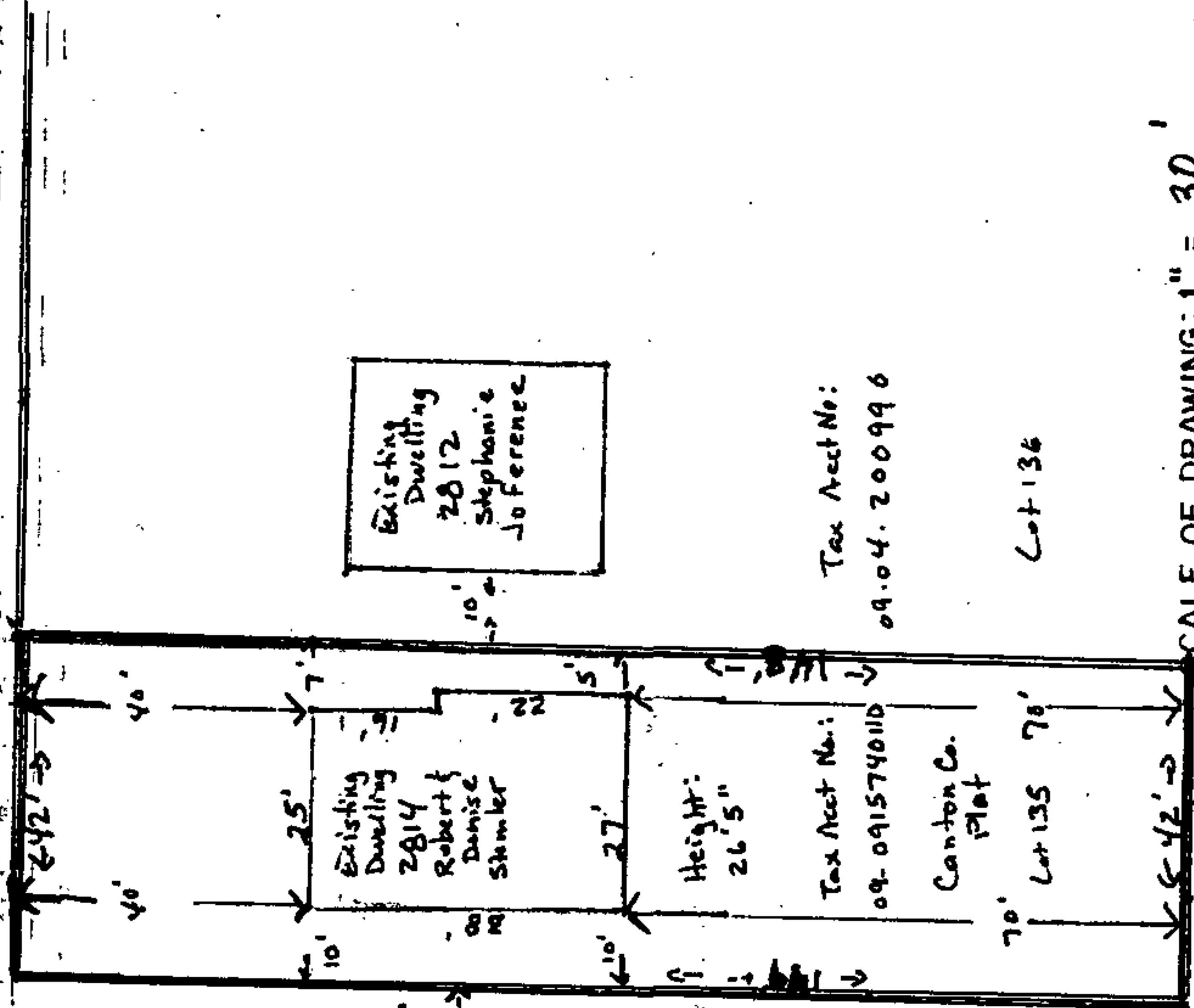
← 232' to Opal Rd

320' to Bergl Rd

Onyx Road 24'

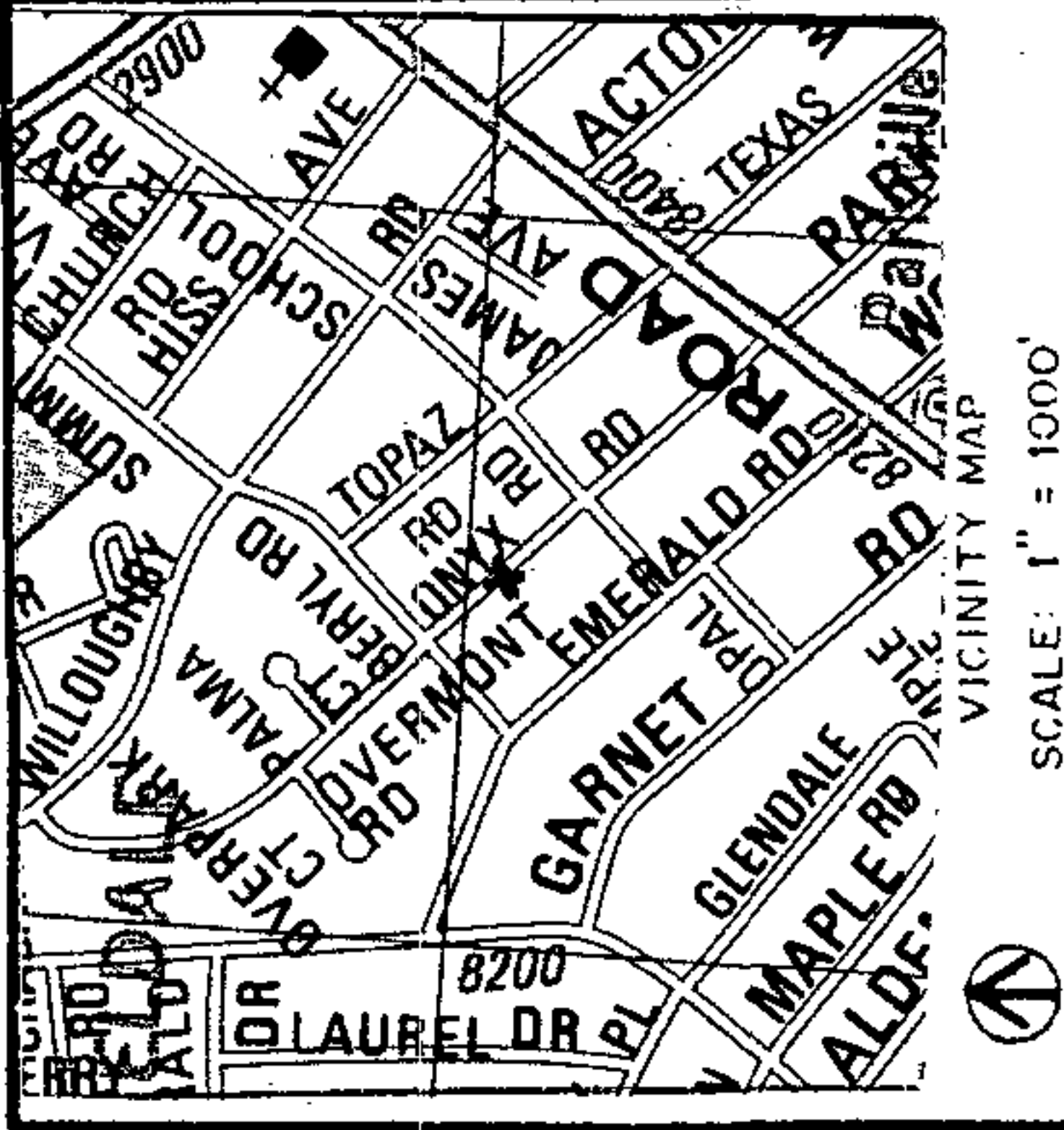
24'

sidewalk



PREPARED BY Denise Stember

SCALE OF DRAWING: 1" = 30'



LOCATION INFORMATION

ELECTION DISTRICT 09

COUNCILMANIC DISTRICT 6

1"=200' SCALE MAP # NE 8-D

ZONING DR 5.5

LOT SIZE 0.135 ACRES 5880 SQUARE FEET

SEWER ☒ PUBLIC ☒ PRIVATE

WATER ☒ ☐

YES ☐

NO ☒

CHESAPEAKE BAY CRITICAL AREA

100 YEAR FLOOD PLAIN

HISTORIC PROPERTY / BUILDING

PRIOR ZONING HEARING

ZONING OFFICE USE ONLY
REVIEWED BY AK ITEM # 075 CASE # 08-075-5814

