

IN THE MATTER OF  
BUSH RIVER, LLC – LEGAL OWNERS  
AND PETITIONERS FOR VARIANCE  
ON THE PROPERTY LOCATED AT  
4813 RIDGE ROAD

14<sup>TH</sup> ELECTION DISTRICT  
6<sup>TH</sup> COUNCILMANIC DISTRICT

\* BEFORE THE  
\* BOARD OF APPEALS  
\* OF  
\* BALTIMORE COUNTY  
\* Case Nos. 18-136-A

\* \* \* \* \*

### OPINION

This matter comes before the Board of Appeals of Baltimore County as a *de novo* appeal of the Opinion and Order of the Administrative Law Judge, John E. Beverungen, dated January 24, 2018. The Petition for Variance was filed by Petitioner, Bush River, LLC, the legal owner of the subject property. This Petition seeks Variance Relief from §1B02.3.C.1 of the Baltimore County Zoning Regulations (“B.C.Z.R.”) to permit a proposed single family dwelling with a side yard set back of 8 feet and a sum of side yard set backs of 23 feet in lieu the minimum required 10 feet and some of 25 feet.

A hearing was held before this board on April 17, 2018 and was publically deliberated on June 13, 2018. A site plan was included as evidence before the Board and marked as Exhibit 1. Glenn Grasso and Paul Fortier appeared in support of the Petition. Tamir Ezzat also testified on behalf of the Petitioners. The Petitioners appeared without counsel. Neighbor, Richard Livering and Karen Livering appeared as a Protestants in opposition of the proposed Variance Relief.

### FACTS/BACKGROUND

The site in question is approximately 10,000 square feet and zoned DR3.5. In 2006 in Case Number 06-204-A, Deputy Zoning Commissioner, John V. Murphy granted a Variance to approve the construction of a single family dwelling for this site on a lot 50 feet wide in lieu of 70 feet. The

property in question is currently unimproved and the Petitioner again proposes to construct a dwelling on the lot. In order to accomplish this goal, a Petition for Variance is required. In the previous 2006 zoning request, the Deputy Zoning Commissioner denied a variance for a sum of side yard set backs of 22 feet in lieu of 25 feet. The Petitioners are now requesting a 23 feet in lieu of the required 25 feet. In reaching his decision on the previously requested Variances, Deputy Zoning Commissioner Murphy, stated the following:

I further find that strict compliance with the zoning regulations for Baltimore County would result in practical difficulty or unreasonable hardship. The lot is 60 feet wide and there apparently is nothing the petitioners can do to buy more property on either side to reduce or eliminate the variance.

However, the request for variance for the sum of the side yard set backs is another matter, the petitioner would only have to narrow the house width 2.5 feet in order to eliminate the request for the sum of the side yard set backs. Although I know this will not be easy, I believe this can be done and by lengthening the house achieve the same square footage needed by the petitioners. I have every confidence that Mr. Ezzat can do this reasonably. Consequently, I will deny this variance.

#### DISCUSSION/ANALYSIS

A variance request involves a two-step process summarized as follows:

1. it must be shown the property is unique in a manner which makes it unlike surrounding properties, and that uniqueness and peculiarity must necessitate variance relief; and
2. if variance relief is denied the petitioner will experience a practical difficulty or hardship. *Cromwell v. Ward*, 102 Md. App 691 (1995).

As previously discussed, the Deputy Zoning Commissioner in 2006 approved the lot width of 50 feet taking into account the two-step analysis set-forth in *Cromwell*. However, Deputy Zoning Commissioner Murphy found that the request for variance for a sum of side yard set back of 22 feet did not meet the criteria for variance found in *Cromwell*. As is evidenced by the language of the Deputy Zoning Commissioner Murphy's 2006 opinion, he specifically considered the Petitioner's request for sum of side yard set backs of 22 feet and did not find that it constituted "practical difficulty or hardship." This Board finds that the 23 feet in lieu of 25 feet request in the

current petition is no different from their previous request and is barred by the doctrine of *res judicata*. Under Maryland law, a final agency determination is entitled to preclusive effect. *Essilinger v. Baltimore City* 95 Md. App. 607, 621 (1993). *See also, Seminary Galleria, LLC v. Dulaney Valley Improv. Assn.*, 192 Md. App. 719 (2010). In the testimony heard before this Board in support of the variance at issue, this Board is not satisfied that any substantial change in circumstances or law would apply to require an exception to the tenets of *res judicata*. Consequently, the Petitioner's Request for Variance is denied.

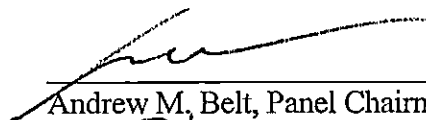
**ORDER**

**THEREFORE, IT IS THIS** 10<sup>th</sup> day of October, 2018 by the  
Board of Appeals of Baltimore County

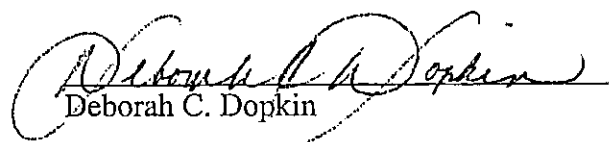
**ORDERED** that the Petition for Variance seeking relief from §1B02.3.C.1 of the Baltimore County Zoning Regulations ("B.C.Z.R.") to permit a proposed single family dwelling with a side yard setback of 8 feet and a sum of side yard setbacks of 23 feet in lieu the minimum required 10 feet and some of 25 feet be and the same is hereby **DENIED**; and it is furthered

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules*.

**BOARD OF APPEALS  
OF BALTIMORE COUNTY**

  
\_\_\_\_\_  
Andrew M. Belt, Panel Chairman

  
\_\_\_\_\_  
Kendra Randall Jolivet

  
\_\_\_\_\_  
Deborah C. Dopkin



## Board of Appeals of Baltimore County

JEFFERSON BUILDING  
SECOND FLOOR, SUITE 203  
105 WEST CHESAPEAKE AVENUE  
TOWSON, MARYLAND, 21204  
410-887-3180  
FAX: 410-887-3182

October 10, 2018

Tamir Ezzat, Agent  
Bush River, LLC  
P.O. Box 43576  
Baltimore, Maryland 21236

RE: In the Matter of: *Bush River, LLC*  
Case No.: 18-136-A

Dear Mr. Ezzat:

Enclosed please find a copy of the final Opinion and Order issued this date by the Board of Appeals of Baltimore County in the above subject matter.

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules*, **WITH A PHOTOCOPY PROVIDED TO THIS OFFICE CONCURRENT WITH FILING IN CIRCUIT COURT.** Please note that all Petitions for Judicial Review filed from this decision should be noted under the same civil action number. If no such petition is filed within 30 days from the date of the enclosed Order, the subject file will be closed.

Very truly yours,

A handwritten signature in cursive script, reading "Sunny Cannington", with a stylized flourish at the end.

Krysundra "Sunny" Cannington  
Administrator

KLC/taz  
Enclosure

c: Glenn B. Grasso  
Tamir Ezzat  
Richard and Karen Livering  
Paul Fortier  
Office of People's Counsel  
Lawrence M. Stahl, Managing Administrative Law Judge  
Andrea Van Arsdale, Director/Department of Planning  
Arnold Jablon, Deputy Administrative Officer, and Director/PAI  
Nancy C. West, Assistant County Attorney/Office of Law  
Michael E. Field, County Attorney/Office of Law

**BOARD OF APPEALS OF BALTIMORE COUNTY**  
**MINUTES OF DELIBERATION**

**IN THE MATTER OF:** Bush River, LLC – Legal Owner

18-136-A

**DATE:** June 13, 2018

**BOARD/PANEL:** Andrew M. Belt, Chairman  
Deborah A. Dopkin  
Kendra Randall Jolivet

**RECORDED BY:** Tammy A. Zahner, Legal Secretary

**PURPOSE:** To deliberate the following:

1. Petition for Variance relief from Section 1B02.3.C.1 of the BCZR to permit a proposed single-family dwelling with a side yard setback of 8ft. and sum of side yard setbacks of 23 ft. in lieu of the minimum required 10 ft. and sum of 25 ft.

**PANEL MEMBERS DISCUSSED THE FOLLOWING:**

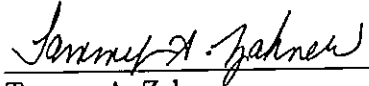
**DISCUSSION:**

- The Board reviewed the history of the property. The property was the subject of a 2006 zoning decision which approved the construction of a single family dwelling on a 50' lot, and denied the request for a side yard setback of 22 ft. in lieu of 25 ft. The current case requests a side yard setback of 23 ft. in lieu of the required 25 ft. The ALJ denied the Variance on the basis of *res judicata*.
- The Board held a *de novo* hearing and reserved on the issue of *res judicata*.
- The Board discussed the *res judicata* argument. The majority found that the change between the relief requested in the 2006 case and the current case was not significant, and that *res judicata* applies. One member dissented finding that the change in the relief requested was somewhat different, and was sympathetic to the Petitioner due to the new code regulations.
- The Board discussed the uniqueness standard of *Cromwell*, and found they are bound by the finding of uniqueness in the 2006 decision.
- The Board then discussed the practical difficulty or undue hardship standard in *Cromwell*. Even if *res judicata* was not a factor, the Board is unanimous in its finding that the practical difficulty or undue hardship burden was not met, as the Petitioner can still build a single family home on the property without any variance, just not the size it is requesting.

**CONCLUSION:** After thorough review of the stipulated facts and evidence, and applicable law in the matter, the Board unanimously agreed to DENY the Petition for Variance.

**NOTE:** These minutes, which will become part of the case file, are intended to indicate for the record that a public deliberation took place on the above date regarding this matter. The Board's final decision and the facts and findings thereto will be set out in the written Opinion and Order to be issued by the Board.

Respectfully Submitted,

  
\_\_\_\_\_  
Tammy A. Zahner



## Board of Appeals of Baltimore County

JEFFERSON BUILDING  
SECOND FLOOR, SUITE 203  
105 WEST CHESAPEAKE AVENUE  
TOWSON, MARYLAND, 21204  
410-887-3180  
FAX: 410-887-3182

April 23, 2018

### **NOTICE OF DELIBERATION**

**IN THE MATTER OF:** Bush River, LLC  
4813 Ridge Road  
18-136-A 14<sup>th</sup> Election District; 6<sup>th</sup> Councilmanic District

Re: Petition for Variance relief from Section 1B02.3.C.1 of the BCZR to permit a proposed single-family dwelling with a side yard setback of 8ft. and sum of side yard setbacks of 23 ft. in lieu of the minimum required 10 ft. and sum of 25 ft.

1/24/18 Opinion and Order of the Administrative Law Judge wherein the Petition for Variance was DENIED.

This matter having been heard and concluded on April 17, 2018, a public deliberation has been scheduled for the following:

**DATE AND TIME:** **JUNE 13, 2018 at 9:00 a.m.**

**LOCATION:** Hearing Room #2, Second Floor, Suite 206  
Jefferson Building, 105 W. Chesapeake Avenue, Towson

NOTE: PUBLIC DELIBERATIONS ARE OPEN WORK SESSIONS WHICH ALLOW THE PUBLIC TO WITNESS THE DECISION-MAKING PROCESS. ATTENDANCE IS NOT REQUIRED AND PARTICIPATION IS NOT ALLOWED. A WRITTEN OPINION AND ORDER WILL BE ISSUED BY THE BOARD WITHIN A REASONABLE TIMEFRAME AFTER THE CONCLUSION OF THE DELIBERATION. A COPY OF THAT OPINION AND ORDER WILL BE SENT TO ALL PARTIES.

For further information, including our inclement weather policy, please visit our website [www.baltimorecountymd.gov/Agencies/appeals/index.html](http://www.baltimorecountymd.gov/Agencies/appeals/index.html)

**Krysundra "Sunny" Cannington, Administrator**

---

c: Petitioner : Bush River, LLC  
Protestant : Richard Livering

Glenn Grasso  
Tamir Ezzat

Office of People's Counsel  
Arnold Jablon, Director/PAI  
Nancy West, Assistant County Attorney

Lawrence M. Stahl, Managing Administrative Law Judge  
Andrea Van Arsdale, Director/Department of Planning  
Michael Field, County Attorney, Office of Law



## Board of Appeals of Baltimore County

JEFFERSON BUILDING  
SECOND FLOOR, SUITE 203  
105 WEST CHESAPEAKE AVENUE  
TOWSON, MARYLAND, 21204  
410-887-3180  
FAX: 410-887-3182

March 6, 2018

### **NOTICE OF ASSIGNMENT**

**IN THE MATTER OF:** Bush River, LLC  
4813 Ridge Road  
18-136-A 14<sup>th</sup> Election District; 6<sup>th</sup> Councilmanic District

Re: Petition for Variance relief from Section 1B02.3.C.1 of the BCZR to permit a proposed single-family dwelling with a side yard setback of 8ft. and sum of side yard setbacks of 23 ft. in lieu of the minimum required 10 ft. and sum of 25 ft.

1/24/18 Opinion and Order of the Administrative Law Judge wherein the Petition for Variance was DENIED.

**ASSIGNED FOR:** **APRIL 17, 2018, AT 10:00 A.M.**

**LOCATION:** Hearing Room #2, Second Floor, Suite 206  
Jefferson Building, 105 W. Chesapeake Avenue, Towson

#### **NOTICE:**

- This appeal is an evidentiary hearing. Parties should consider the advisability of retaining an attorney.
- Please refer to the Board's Rules of Practice & Procedure, Appendix B, Baltimore County Code.
- No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).
- If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.
- Parties must file one (1) original and three (3) copies of all Motions, Memoranda, and exhibits (including video and PowerPoint) with the Board unless otherwise requested.
- Projection equipment for digital exhibits is available by request. A minimum of forty-eight (48) hours-notice is required. Supply is limited and not guaranteed.

For further information, including our inclement weather policy, please visit our website [www.baltimorecountymd.gov/Agencies/appeals/index.html](http://www.baltimorecountymd.gov/Agencies/appeals/index.html)

**Krysundra "Sunny" Cannington, Administrator**

c: Petitioner : Bush River, LLC  
Protestant : Richard Livering

Glenn Grasso  
Tamir Ezzat

Office of People's Counsel  
Arnold Jablon, Director/PAI  
Nancy West, Assistant County Attorney

Lawrence M. Stahl, Managing Administrative Law Judge  
Andrea Van Arsdale, Director/Department of Planning  
Michael Field, County Attorney, Office of Law



KEVIN KAMENETZ  
*County Executive*

LAWRENCE M. STAHL  
*Managing Administrative Law Judge*  
JOHN E. BEVERUNGEN  
*Administrative Law Judge*

February 15, 2018

Glenn B. Grasso  
9807 Adams Way  
Perry Hall, MD 21128



RE: **APPEAL TO BOARD OF APPEALS**  
Petition for Variance  
Case No. 2018-0136-A  
Property: 4813 Ridge Road

Dear Mr. Grasso:

Please be advised that an appeal of the above-referenced case was filed in this Office on February 14, 2018. All materials relative to the case have been forwarded to the Baltimore County Board of Appeals ("Board").

If you are the person or party taking the appeal, you should notify other similarly interested parties or persons known to you of the appeal. If you are an attorney of record, it is your responsibility to notify your client.

If you have any questions concerning this matter, please do not hesitate to contact the Board at 410-887-3180.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Stahl".

LAWRENCE M. STAHL  
Managing Administrative Law Judge  
for Baltimore County

LMS/sln

c:

Baltimore County Board of Appeals  
People's Counsel  
Richard Livering, 4815 Ridge Road, Rosedale, MD 21237  
Tamir Ezzat, 11110 Radcliff Lane, Fulton, MD 20759

**APPEAL**

**Petition for Variance  
(4813 Ridge Road)  
14<sup>th</sup> Election District – 6<sup>th</sup> Councilmanic District  
*Legal Owner:* Bush River, LLC  
Case No. 2018-0136-A**

Petition for Variance Hearing (November 16, 2017)

Zoning Description of Property

Notice of Zoning Hearing (December 4, 2017)

Certificate of Publication (January 2, 2018)

Certificate of Posting (December 29, 2017) – David W. Billingsley

Entry of Appearance by People's Counsel –November 21, 2017

Petitioner(s) Sign-in Sheet – 1 Sheet

Citizen(s) Sign-in Sheet – 1 Sheet

Zoning Advisory Committee (ZAC) Comments

Petitioner(s) Exhibits:

1. Site Plan

Protestant(s) Exhibits:

Miscellaneous (Not Marked as Exhibits)- Deed

Administrative Law Judge Order and Letter (DENIED –January 24, 2018)

Notice of Appeal & Receipt – February 14, 2018 by Tamir Ezzat

**APPEAL**

**Petition for Variance  
(4813 Ridge Road)  
14<sup>th</sup> Election District – 6<sup>th</sup> Councilmanic District  
*Legal Owner:* Bush River, LLC  
Case No. 2018-0136-A**

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Petitioner(s) Exhibits:

1. Site Plan

Protestant(s) Exhibits:

Miscellaneous (Not Marked as Exhibits)- Deed

Administrative Law Judge Order and Letter (DENIED –January 24, 2018)

Notice of Appeal & Receipt – February 14, 2018 by Tamir Ezzat

**BALTIMORE COUNTY, MARYLAND**  
**OFFICE OF BUDGET AND FINANCE**  
**MISCELLANEOUS CASH RECEIPT**

**Nº 143365**

Date: 2/14/18

**PAID RECEIPT**

BUSINESS ACTUAL TIME DEPT  
 2/14/2018 2/14/2018 10:19:21 2

REG N502 WALKIN JEE  
 >>RECEIPT # 044818 2/14/2018 OFLN

Dept 5 528 ZONING VERIFICATION  
 CR NO. 143365

Recpt Tot \$265.00  
 \$265.00 CR \$1.00 CA  
 Baltimore County, Maryland

| Fund | Dept | Unit | Sub Unit | Rev Source/ Obj | Sub Rev/ Obj | Dept Obj | BS Acct | Amount |
|------|------|------|----------|-----------------|--------------|----------|---------|--------|
| 001  | 806  | 0000 |          | 6150            |              |          |         | 265.00 |
|      |      |      |          |                 |              |          |         |        |
|      |      |      |          |                 |              |          |         |        |
|      |      |      |          |                 |              |          |         |        |
|      |      |      |          |                 |              |          |         |        |
|      |      |      |          |                 |              |          |         |        |

Total: 265.00

Rec From: TAMIR EZZAT

For: 4813 Bridge Road  
2018-0136-A

**DISTRIBUTION**

WHITE - CASHIER

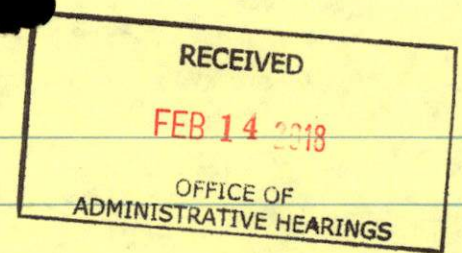
PINK - AGENCY

YELLOW - CUSTOMER

GOLD - ACCOUNTING

**PLEASE PRESS HARD!!!!**

**CASHIER'S  
 VALIDATION**



TO WHOM IT MAY CONCERN,

AS AGENT TO BUSH RIVER LLC, WE ARE FILING  
AN APPEAL TO 2018-0136-A ZONING DECISION.  
WE FEEL THE ADMINISTRATOR DIDN'T REVIEW  
THOROUGHLY THE 2006 SITE PLAN DESIGN AGAINST  
THE 2018 PLAN WITH REGARDS TO THE PROPOSED  
HOUSE LOCATION. WE FEEL STRONGLY THAT THE  
VARIANCE REQUEST LANGUAGE ~~DO~~ ALONE DOES  
NOT SUFFICE IN UNDERSTANDING THE REQUEST.

SINCERELY,

TAMIR EZZAT

**IN RE: PETITION FOR VARIANCE**

(4813 Ridge Road)  
14<sup>th</sup> Election District  
6<sup>th</sup> Council District  
Bush River, LLC  
*Legal Owner*

Petitioner

\*

\*

\*

\*

\*

BEFORE THE OFFICE

OF ADMINISTRATIVE

HEARINGS FOR

BALTIMORE COUNTY

**CASE NO. 2018-0136-A**

\* \* \* \* \*

**OPINION AND ORDER**

This matter comes before the Office of Administrative Hearings (“OAH”) for Baltimore County as a Petition for Variance filed by Bush River, LLC, legal owner of the subject property (“Petitioner”). The Petition seeks variance relief from Section 1B02.3.C.1 of the Baltimore County Zoning Regulations (“B.C.Z.R.”) to permit a proposed single-family dwelling with a side yard setback of 8 ft. and a sum of side yard setbacks of 23 ft. in lieu of the minimum required 10 ft. and sum of 25 ft. A site plan was marked as Petitioner’s Exhibit 1.

Glenn Grasso and Paul Fortier appeared in support of the petition. A neighbor attended the hearing and opposed the request. The Petition was advertised and posted as required by the B.C.Z.R. A substantive Zoning Advisory Committee (“ZAC”) comment was received from the Department of Planning (DOP). That agency did not oppose the request.

The site is approximately 10,000 sq. ft. in size and zoned DR 3.5. A variance was granted in 2006 to approve construction of a single-family dwelling on a lot 50 ft. wide in lieu of the required 70 ft. The property is unimproved and Petitioner proposes to construct a dwelling on the lot. To do so a setback variance is required.

**ORDER RECEIVED FOR FILING**

Date 11/24/18

By sen

A variance request involves a two-step process, summarized as follows:

- (1) It must be shown the property is unique in a manner which makes it unlike surrounding properties, and that uniqueness or peculiarity must necessitate variance relief; and
- (2) If variance relief is denied, Petitioner will experience a practical difficulty or hardship.

*Cromwell v. Ward*, 102 Md. App. 691 (1995).

The Deputy Zoning Commissioner in 2006 (No. 2006-0204-A) approved a lot width of 50 ft., but in the same order he denied a variance for a sum of side yard setbacks of 22 ft. in lieu of the required 25 ft. That is essentially the same request as in the current petition; i.e., 23 ft. in lieu of the required 25 ft.

In these circumstances I believe the petition is barred by the doctrine of *res judicata*. Under Maryland law, a final agency determination is entitled to preclusive effect. *Esslinger v. Balto. City*, 95 Md. App. 607, 621 (1993). The court of special appeals has confirmed that the doctrine of *res judicata* is applicable in zoning cases. *Seminary Galleria, LLC v. Dulaney Valley Improv. Assn.*, 192 Md. App. 719 (2010). Indeed, *res judicata* will apply unless there has been a significant change in circumstances between the earlier and subsequent action. *See, e.g., Alvey v. Hedin*, 243 Md. 334, 340 (1966). The Petitioner did not indicate that any substantial changes have occurred in the intervening years. The property is unimproved, as it was at the time of the earlier case. As such, the doctrine of *res judicata* requires that the petition in this case be denied.

THEREFORE, IT IS ORDERED, this 24th day of **January, 2018**, by the Administrative Law Judge for Baltimore County, that the Petition for Variance seeking relief from §1B02.3.C.1 of the Baltimore County Zoning Regulations ("B.C.Z.R.") to permit a proposed single-family dwelling with a side yard setback of 8 ft. and a sum of side yard setbacks of 23 ft. in lieu of the minimum required 10 ft. and sum of 25 ft., be and is hereby DENIED

ORDER RECEIVED FOR FILING

Date

1/24/18

By

Sen

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



JOHN E. BEVERUNGEN  
Administrative Law Judge for  
Baltimore County

JEB:sln

ORDER RECEIVED FOR FILING

Date

1/24/18

By

sen



KEVIN KAMENETZ  
*County Executive*

LAWRENCE M. STAHL  
*Managing Administrative Law Judge*  
JOHN E. BEVERUNGEN  
*Administrative Law Judge*

January 24, 2018

Glenn B. Grasso  
9807 Adams Way  
Perry Hall, MD 21128

RE: Petition for Variance  
Case No. 2018-0136-A  
Property: 4813 Ridge Road

Dear Mr. Grasso:

Enclosed please find a copy of the decision rendered in the above-captioned matter.

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 Office of Administrative Hearings at 410-887-3868.

Sincerely,

A handwritten signature in black ink, appearing to read "JEB", is written over a horizontal line.

JOHN E. BEVERUNGEN  
Administrative Law Judge  
for Baltimore County

JEB:sln  
Enclosure

c: Richard Livering, 4815 Ridge Road, Rosedale, MD 21237

PLEASE PRINT CLEARLY

CASE NAME

CASE NUMBER

DATE

2018-0136-A

1-22-18

## PETITIONER'S SIGN-IN SHEET

NAME

ADDRESS

CITY, STATE, ZIP

E - MAIL

GLENN B. GRASSO

9807 ADAMS WAY

PERRY HALL, MD 21128

brooksgrasso@comcast

PAUL J FORIER

4103 E. BAKER AVE

ABINGDON MD 21009

PAUL@REALTIMESOLD.NET

CASE NAME

CASE NUMBER

DATE \_\_\_\_\_

2018-0136-A

1-22-18

# CITIZEN'S SIGN - IN SHEET

NAME \_\_\_\_\_

ADDRESS

CITY, STATE, ZIP

E - MAIL

[illegible]

CASE NO. 2018-0136-A

C H E C K L I S T

Comment  
Received

Department

Support/Oppose/  
Conditions/  
Comments/  
No Comment

12/12

DEVELOPMENT PLANS REVIEW  
(if not received, date e-mail sent \_\_\_\_\_)

no comments

11/29

DEPS  
(if not received, date e-mail sent \_\_\_\_\_)

no comment

12/6/17

FIRE DEPARTMENT  
PLANNING  
(if not received, date e-mail sent \_\_\_\_\_)

no objection  
w/ conditions

11/21/17

STATE HIGHWAY ADMINISTRATION

no objection

TRAFFIC ENGINEERING

COMMUNITY ASSOCIATION

ADJACENT PROPERTY OWNERS

ZONING VIOLATION (Case No. \_\_\_\_\_)

PRIOR ZONING (Case No. \_\_\_\_\_)

NEWSPAPER ADVERTISEMENT Date: 11/2/18

SIGN POSTING Date: 12/29/17

by Buelingsley

PEOPLE'S COUNSEL APPEARANCE Yes ☒ No ☐

PEOPLE'S COUNSEL COMMENT LETTER Yes ☐ No ☐

Comments, if any: \_\_\_\_\_

## Real Property Data Search

## Search Result for BALTIMORE COUNTY

|                                                     |                                |                                                  |                           |                                              |                             |
|-----------------------------------------------------|--------------------------------|--------------------------------------------------|---------------------------|----------------------------------------------|-----------------------------|
| <a href="#">View Map</a>                            |                                | <a href="#">View GroundRent Redemption</a>       |                           | <a href="#">View GroundRent Registration</a> |                             |
| <b>Account Identifier:</b>                          |                                | <b>District - 14 Account Number - 1423050400</b> |                           |                                              |                             |
| Owner Information                                   |                                |                                                  |                           |                                              |                             |
| <b>Owner Name:</b>                                  |                                | BUSH RIVER LLC                                   |                           | <b>Use:</b>                                  | RESIDENTIAL                 |
| <b>Mailing Address:</b>                             |                                | PO BOX 43576<br>BALTIMORE MD 21236-              |                           | <b>Principal Residence:</b>                  | NO                          |
|                                                     |                                |                                                  |                           | <b>Deed Reference:</b>                       | /23672/ 00033               |
| Location & Structure Information                    |                                |                                                  |                           |                                              |                             |
| <b>Premises Address:</b>                            |                                | RIDGE RD<br>0-0000                               |                           | <b>Legal Description:</b>                    | 4813 RIDGE RD SS            |
| <b>Map:</b>                                         | <b>Grid:</b>                   | <b>Parcel:</b>                                   | <b>Sub District:</b>      | <b>Subdivision:</b>                          | <b>Section: Block: Lot:</b> |
| 0082                                                | 0013                           | 0022                                             |                           | 0000                                         |                             |
|                                                     |                                |                                                  |                           | <b>Assessment Year:</b>                      | 2018                        |
|                                                     |                                |                                                  |                           | <b>Plat No:</b>                              |                             |
|                                                     |                                |                                                  |                           | <b>Plat Ref:</b>                             |                             |
| <b>Special Tax Areas:</b>                           |                                |                                                  | <b>Town:</b>              |                                              |                             |
|                                                     |                                |                                                  | NONE                      |                                              |                             |
|                                                     |                                |                                                  | <b>Ad Valorem:</b>        |                                              |                             |
|                                                     |                                |                                                  | <b>Tax Class:</b>         |                                              |                             |
| <b>Primary Structure Built</b>                      | <b>Above Grade Living Area</b> | <b>Finished Basement Area</b>                    | <b>Property Land Area</b> | <b>County Use</b>                            |                             |
|                                                     |                                |                                                  | 10,000 SF                 | 04                                           |                             |
| <b>Stories</b>                                      | <b>Basement</b>                | <b>Type</b>                                      | <b>Exterior</b>           | <b>Full/Half Bath</b>                        | <b>Garage</b>               |
|                                                     |                                |                                                  |                           |                                              |                             |
| Value Information                                   |                                |                                                  |                           |                                              |                             |
|                                                     |                                | <b>Base Value</b>                                | <b>Value</b>              | <b>Phase-in Assessments</b>                  |                             |
|                                                     |                                |                                                  | As of                     | As of                                        | As of                       |
|                                                     |                                |                                                  | 01/01/2018                | 07/01/2017                                   | 07/01/2018                  |
| <b>Land:</b>                                        |                                | 10,000                                           | 10,000                    |                                              |                             |
| <b>Improvements</b>                                 |                                | 0                                                | 0                         |                                              |                             |
| <b>Total:</b>                                       |                                | 10,000                                           | 10,000                    | 10,000                                       | 10,000                      |
| <b>Preferential Land:</b>                           |                                | 0                                                |                           |                                              | 0                           |
| Transfer Information                                |                                |                                                  |                           |                                              |                             |
| <b>Seller:</b> DRZEWIECKI KEVIN M                   |                                | <b>Date:</b> 04/12/2006                          |                           | <b>Price:</b> \$150,000                      |                             |
| <b>Type:</b> ARMS LENGTH VACANT                     |                                | <b>Deed1:</b> /23672/ 00033                      |                           | <b>Deed2:</b>                                |                             |
| <b>Seller:</b> WINKLER LINGARD E                    |                                | <b>Date:</b> 01/19/2006                          |                           | <b>Price:</b> \$0                            |                             |
| <b>Type:</b> NON-ARMS LENGTH OTHER                  |                                | <b>Deed1:</b> /23251/ 00627                      |                           | <b>Deed2:</b>                                |                             |
| <b>Seller:</b>                                      |                                | <b>Date:</b>                                     |                           | <b>Price:</b>                                |                             |
| <b>Type:</b>                                        |                                | <b>Deed1:</b>                                    |                           | <b>Deed2:</b>                                |                             |
| Exemption Information                               |                                |                                                  |                           |                                              |                             |
| <b>Partial Exempt Assessments:</b>                  | <b>Class</b>                   | 07/01/2017                                       |                           | 07/01/2018                                   |                             |
| <b>County:</b>                                      | 000                            | 0.00                                             |                           |                                              |                             |
| <b>State:</b>                                       | 000                            | 0.00                                             |                           |                                              |                             |
| <b>Municipal:</b>                                   | 000                            | 0.00 0.00                                        |                           | 0.00 0.00                                    |                             |
| <b>Tax Exempt:</b>                                  |                                | <b>Special Tax Recapture:</b>                    |                           |                                              |                             |
| <b>Exempt Class:</b>                                |                                | NONE                                             |                           |                                              |                             |
| Homestead Application Information                   |                                |                                                  |                           |                                              |                             |
| <b>Homestead Application Status:</b> No Application |                                |                                                  |                           |                                              |                             |
| Homeowners' Tax Credit Application Information      |                                |                                                  |                           |                                              |                             |
| <b>Date:</b>                                        |                                |                                                  |                           |                                              |                             |

TO: PATUXENT PUBLISHING COMPANY  
Tuesday, January 2, 2018 Issue - Jeffersonian

Please forward billing to:  
Bush River, LLC  
P.O. Box 43576  
Baltimore, MD 21236

410-608-4255

---

## NOTICE OF ZONING HEARING

The Administrative Law Judge 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: 2018-0136-A**

4813 Ridge Road  
SW/s Ridge Road, 330 ft. SE of the centerline of Gumspring Road  
14<sup>th</sup> Election District – 6<sup>th</sup> Councilmanic District  
Legal Owners: Bush River, LLC

Variance to permit a proposed single family dwelling with a side yard setback of 8 ft. and a summation of side yard setbacks of 23 ft. in lieu of the minimum required 10 ft. and a sum of 25 ft.

Hearing: Monday, January 22, 2018 at 10:00 a.m. in Room 205, Jefferson Building,  
105 West Chesapeake Avenue, Towson 21204



Arnold Jablon  
Director of Permits, Approvals and Inspections for Baltimore County

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.
- (2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.



KEVIN KAMENETZ  
County Executive

ARNOLD JABLON  
Deputy Administrative Officer  
Director, Department of Permits,  
Approvals & Inspections

December 4, 2017

## NOTICE OF ZONING HEARING

The Administrative Law Judge 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: 2018-0136-A**

4813 Ridge Road

SW/s Ridge Road, 330 ft. SE of the centerline of Gumspring Road

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

Legal Owners: Bush River, LLC

Variance to permit a proposed single family dwelling with a side yard setback of 8 ft. and a summation of side yard setbacks of 23 ft. in lieu of the minimum required 10 ft. and a sum of 25 ft.

Hearing: Monday, January 22, 2018 at 10:00 a.m. in Room 205, Jefferson Building,  
105 West Chesapeake Avenue, Towson 21204

A handwritten signature in black ink, appearing to read "Arnold Jablon".

Arnold Jablon  
Director

AJ:kl

C: Bush River, LLC, PO Box 43576, Baltimore 21236

- NOTES: (1) THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY TUESDAY, JANUARY 2, 2018.
- (2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.
- (3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

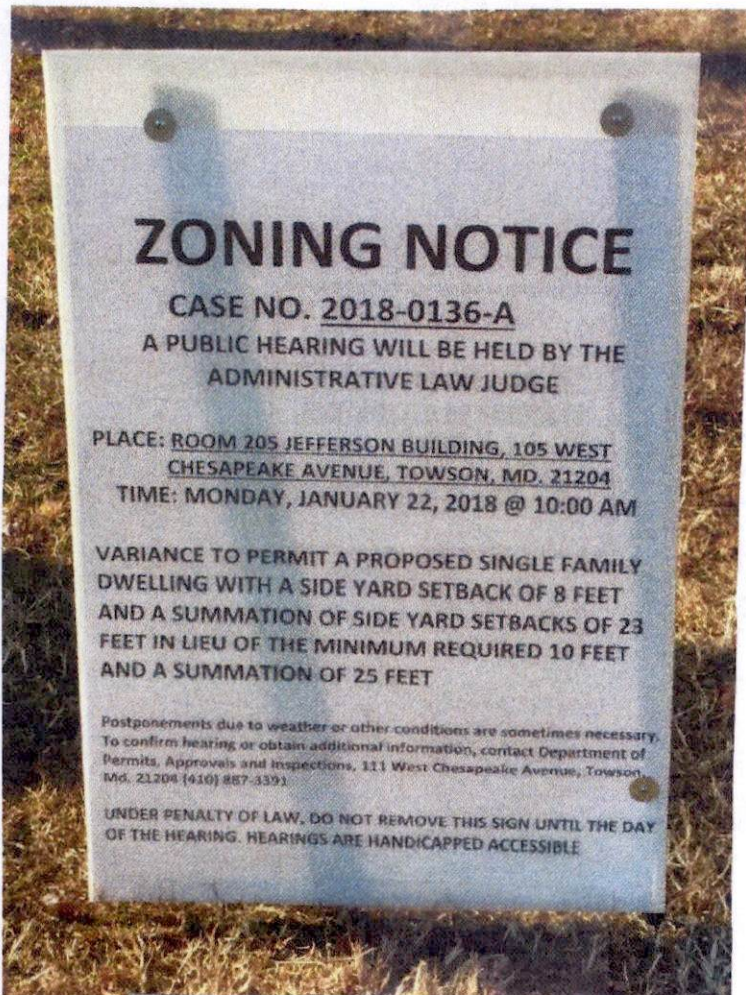
# CERTIFICATE OF POSTING

Date: DECEMBER 29 2017

RE: Project Name: 4813 RIDGE ROAD  
Case Number /PAI Number: 2018-0136-A  
Petitioner/Developer: BUSH RIVER, LLC  
Date of Hearing/Closing: JANUARY 22, 2018

This is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at 4813 RIDGE ROAD

The sign(s) were posted on DECEMBER 29 2017  
(Month, Day, Year)



David Billingsley  
(Signature of Sign Poster)

DAVID W. BILLINGSLEY  
(Printed Name of Sign Poster)

601 CHARWOOD COURT  
(Street Address of Sign Poster)

EDGEWOOD, MD. 21040  
(City, State, Zip Code of Sign Poster)

(410) 679-8719  
(Telephone Number of Sign Poster)

# The Daily Record

11 East Saratoga Street  
Baltimore, MD 21202-2199  
(443) 524-8100

<http://www.thedailyrecord.com>

Order #: 11458178  
Case #: 2018-0136-A  
Description:

4813 Ridge Road

## PUBLISHER'S AFFIDAVIT

We hereby certify that the annexed advertisement was published in **The Daily Record**, a daily newspaper published in the State of Maryland 1 times on the following dates:

1/2/2018



Darlene Miller, Public Notice Coordinator  
(Representative Signature)

### Baltimore County

**Bush River, LLC**

P.O. Box 43576

Baltimore, MD 21236

#### NOTICE OF ZONING HEARING

The Administrative Law Judge 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: 2018-0136-A**

4813 Ridge Road

SW/4 Ridge Road, 330 ft. SE of the centerline of Gumspring Road

14th Election District - 5th Councilmanic District

Legal Owners: Bush River, LLC

Variance to permit a proposed single family dwelling with a side yard setback of 8 ft. and a summation of side yard setbacks of 23 ft. in lieu of the minimum required 10 ft. and a sum of 25 ft.

Hearing: Monday, January 22, 2018 at 10:00 a.m. in Room 205, Jefferson Building, 105 West Chesapeake Avenue, Towson 21204

Arnold Jablon

Director of Permits, Approvals and Inspections for Baltimore County

NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS, PLEASE CONTACT THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.

(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

ja2

RE: PETITION FOR VARIANCE \* BEFORE THE OFFICE  
4813 Ridge Road; SW/S Ridge Road, 330' SE \* OF ADMINISTRATIVE  
of c/line of Gumspring Road \* HEARINGS FOR  
14<sup>th</sup> Election & 6<sup>th</sup> Councilmanic Districts \* BALTIMORE COUNTY  
Legal Owner(s): Bush River LLC \*  
Petitioner(s) \* 2018-136-A

\* \* \* \* \*

**ENTRY OF APPEARANCE**

Pursuant to Baltimore County Charter § 524.1, please enter the appearance of People's Counsel for Baltimore County as an interested party 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.

RECEIVED  
NOV 21 2017

*Peter Max Zimmerman*

PETER MAX ZIMMERMAN  
People's Counsel for Baltimore County

*Carole S. Demilio*

CAROLE S. DEMILIO  
Deputy People's Counsel  
Jefferson Building, Room 204  
105 West Chesapeake Avenue  
Towson, MD 21204  
(410) 887-2188

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 21<sup>st</sup> day of November, 2017, a copy of the foregoing Entry of Appearance was mailed to Bush River, LLC, P.O. Box 43576, Baltimore, Maryland 21236, Petitioner(s).

*Peter Max Zimmerman*

PETER MAX ZIMMERMAN  
People's Counsel for Baltimore County



KEVIN KAMENETZ  
*County Executive*

ARNOLD JABLON  
*Deputy Administrative Officer  
Director, Department of Permits,  
Approvals & Inspections*

January 18, 2018

Bush River LLC  
P O Box 43576  
Baltimore MD 21236

RE: Case Number: 2018-0136 A, Address: 4831 Ridge Road

To Whom It May Concern:

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits, Approvals, and Inspection (PAI) on November 16, 2017. 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: jaw

Enclosures

c: People's Counsel

Date: 11/21/17

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

Dear Ms. Lewis:

Thank you for the opportunity to review your referral request on the subject of the Case number referenced below. 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 Case No.

2018-0136-A  
Variance  
Bush River, LLC  
4813 Ridge Road

Should you have any questions regarding this matter, please contact Mr. Richard Zeller at 410-229-2332 or 1-866-998-0367 (in Maryland only) extension 2332, or by email at (rzeller@sha.state.md.us).

Sincerely,



Wendy Wolcott, P.L.A.  
Metropolitan District Engineer  
Maryland Department of Transportation  
State Highway Administration  
District 4 - Baltimore and Harford Counties

WW/RAZ

1-22-18

## BALTIMORE COUNTY, MARYLAND INTER-OFFICE MEMORANDUM

**TO:** Arnold Jablon  
Deputy Administrative Officer and  
Director of Permits, Approvals and Inspections

**DATE:** 12/5/2017

**FROM:** Andrea Van Arsdale  
Director, Department of Planning

**SUBJECT:** ZONING ADVISORY COMMITTEE COMMENTS  
Case Number: 18-136



**INFORMATION:**

**Property Address:** 4813 Ridge Road  
**Petitioner:** Bush River, LLC  
**Zoning:** DR 3.5  
**Requested Action:** Variance

The Department of Planning has reviewed the petition for variance to permit a proposed single family dwelling with a side yard setback of 8 feet and a summation of side yard setbacks of 23 feet in lieu of the minimum required 10 feet and sum of 25 feet.

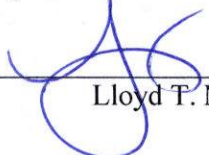
A site visit was conducted on November 29, 2017.

The Department has no objection to granting the petitioned zoning relief conditioned upon the following:

- Maintain the proposed dwelling situation and orientation as depicted on the submitted site plan.
- Maintain condition #2 as imposed in the Order for zoning case no. 06-204-A.
- Provide vegetative screening along the common property line for the subject property and 4815 Ridge Rd. in the vicinity of the existing and proposed dwellings.

For further information concerning the matters stated herein, please contact Ngone Seye Diop at 410-887-3480.

**Prepared by:**

  
\_\_\_\_\_  
Lloyd T. Moxley

**Deputy Director:**

  
\_\_\_\_\_  
Jeff Mayhew

AVA/KS/LTM/kac:

Ngone Seye Diop  
Bush River, LLC  
Office of the Administrative Hearings  
People's Counsel for Baltimore County

BALTIMORE COUNTY, MARYLAND

Inter-Office Correspondence



TO: Hon. Lawrence M. Stahl; Managing Administrative Law Judge  
Office of Administrative Hearings

FROM: Jeff Livingston, Department of Environmental Protection and  
Sustainability (EPS) - Development Coordination

DATE: November 29, 2017

SUBJECT: DEPS Comment for Zoning Item # 2018-0136-A  
Address 4813 Ridge Road  
(Bush River, LLC Property)

Zoning Advisory Committee Meeting of **November 27, 2017**.

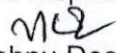
X The Department of Environmental Protection and Sustainability has no  
comment on the above-referenced zoning item.

Reviewer: Steve Ford

**BALTIMORE COUNTY, MARYLAND**

**INTEROFFICE CORRESPONDENCE**

**TO:** Arnold Jablon, Director  
Department of Permits, Approvals  
And Inspections

**FROM:**   
Vishnu Desai, Supervisor  
Bureau of Development Plans Review

**DATE:** December 12, 2017

**SUBJECT:** Zoning Advisory Committee Meeting  
For November 27, 2017  
Item No. 2018-0132-A, 0133-X, 0135-A, 0136-A, 0137-SPHA

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

\* \* \* \* \*

VKD: efc  
cc: file



# PETITION FOR ZONING HEARING(S)

To be filed with the Department of Permits, Approvals and Inspections

To the Office of Administrative Law of Baltimore County for the property located at:

Address 4813 Ridge Rd which is presently zoned DR3.5  
Deed References: 23672 / 00033 10 Digit Tax Account # 1423050400  
Property Owner(s) Printed Name(s) Bush River, LLC

(SELECT THE HEARING(S) BY MARKING ☒ AT THE APPROPRIATE SELECTION AND PRINT OR TYPE THE PETITION REQUEST)

The undersigned legal owner(s) of the property situate in Baltimore County and which is described in the description and plan attached hereto and made a part hereof, hereby petition for:

1. ☐ a **Special Hearing** under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

2. ☐ a **Special Exception** under the Zoning Regulations of Baltimore County to use the herein described property for

3. ☒ a **Variance** from Section(s)

... Section 1B02.3.C.1 – to permit a proposed single family dwelling with a side yard setback of 8 feet and a summation of side yard setbacks of 23 feet in lieu of the minimum required 10 feet and sum of 25 feet.

of the zoning regulations of Baltimore County, to the zoning law of Baltimore County, for the following reasons:  
(Indicate below your hardship or practical difficulty or indicate below "TO BE PRESENTED AT HEARING". If you need additional space, you may add an attachment to this petition)

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

I, or we, agree to pay expenses of above petition(s), 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.

**Legal Owner(s) Affirmation:** I / we do so 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 / these Petition(s).

## Contract Purchaser/Lessee:

Name- Type or Print

Signature

Mailing Address City State

Zip Code Telephone # Email Address

## Attorney for Petitioner:

Name- Type or Print

Signature

Mailing Address City State

Zip Code Telephone # Email Address

## Legal Owners (Petitioners):

BUSH RIVER LLC

Name #1 – Type or Print

Name #2 – Type or Print

Signature #1

Signature #2

PO BOX 43576 BALTIMORE MD

Mailing Address City State

21236 / 410 608 4255 / BROOKS GRASSO@COMCAST.NET

Zip Code Telephone # Email Address

## Representative to be contacted

Name – Type or Print

Signature

Mailing Address City State

Zip Code Telephone # Email Address

CASE NUMBER 2018-0136-A Filing Date 11/16/17

Do Not Schedule Dates: Reviewer RD

### ZONING PROPERTY DESCRIPTION FOR 4813 RIDGE ROAD

Beginning at a point on the southwest side of Ridge Road, which is 20 feet wide, at a distance of +/-330 feet southeast of Gumspring Road, which is 20 feet wide. Thence the following courses and distances: (1<sup>st</sup> Point of Call "POC") S 33° W 200', (2<sup>nd</sup> POC) S 59° E 50', (3<sup>rd</sup> POC) N 33° E 200', (4<sup>th</sup> POC) N 59° W 50', back to the point of beginning as recorded in Deed Liber #23672, Folio #00033, containing 10,000 square feet. Located in the 14<sup>th</sup> Election District and 6<sup>th</sup> Councilmanic District.

Item #0136



# PETITION FOR ZONING HEARING(S)

To be filed with the Department of Permits, Approvals and Inspections

To the Office of Administrative Law of Baltimore County for the property located at:

Address 4813 Ridge Rd, Rosedale MD 21237

which is presently zoned DR-3.5

Deed References: 23672 00033

10 Digit Tax Account # 1423050400

Property Owner(s) Printed Name(s) Bush River, LLC

(SELECT THE HEARING(S) BY MARKING ☒ AT THE APPROPRIATE SELECTION AND PRINT OR TYPE THE PETITION REQUEST)

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## Contract Purchaser/Lessee:

Name- Type or Print

Signature

Mailing Address

City

State

Zip Code

Telephone #

Email Address

## Attorney for Petitioner:

Name- Type or Print

Signature

Mailing Address

City

State

Zip Code

Telephone #

Email Address

## Legal Owners (Petitioners):

BUSH RIVER LLC

Name #1 – Type or Print

Name #2 – Type or Print

Signature #1

Signature #2

PO BOX 43576

BALTIMORE

MD

Mailing Address

City

State

21236

410-608-4255

brookcgrass0@comcast.net

Zip Code

Telephone #

Email Address

net

## Representative to be contacted:

Name – Type or Print

Signature

Mailing Address

City

State

Zip Code

Telephone #

Email Address

CASE NUMBER 2018-0136-A Filing Date 11/16/17

Do Not Schedule Dates:

Reviewer BJ



# PETITION FOR ZONING HEARING(S)

To be filed with the Department of Permits, Approvals and Inspections

To the Office of Administrative Law of Baltimore County for the property located at:

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which is presently zoned DR-3.5

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Name- Type or Print

Signature

Mailing Address City State

Zip Code Telephone # Email Address

## Attorney for Petitioner:

Name- Type or Print

Signature

Mailing Address City State

Zip Code Telephone # Email Address

## Legal Owners (Petitioners):

BUSH RIVER LLC

Name #1 – Type or Print

Name #2 – Type or Print

Signature #1

Signature #2

PO BOX 43576 BALTIMORE MD

Mailing Address City State

21236 410-608-4255 brooksgrass@comcast.net

Zip Code Telephone # Email Address

## Representative to be contacted:

Name – Type or Print

Signature

Mailing Address City State

Zip Code Telephone # Email Address

CASE NUMBER 2018-0136-A Filing Date 11/16/17

Do Not Schedule Dates: Reviewer RJ

REV. 10/4/11

## ZONING PROPERTY DESCRIPTION FOR 4813 RIDGE ROAD

Beginning at a point on the southwest side of Ridge Road, which is 20 feet wide, at a distance of +/-330 feet southeast of Gumspring Road, which is 20 feet wide. Thence the following courses and distances: (1<sup>st</sup> Point of Call "POC") S 33° W 200', (2<sup>nd</sup> POC) S 59° E 50', (3<sup>rd</sup> POC) N 33° E 200', (4<sup>th</sup> POC) N 59° W 50', back to the point of beginning as recorded in Deed Liber #23672, Folio #00033, containing 10,000 square feet. Located in the 14<sup>th</sup> Election District and 6<sup>th</sup> Councilmanic District.

Item #0136

**DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS  
ZONING REVIEW OFFICE**

**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 legal owner/petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least twenty (20) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the legal owner/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:**

Case Number: 2018-0136A  
Property Address: 4813 Ridge Rd  
Property Description: southwest side of Ridge Rd, +/- 330 feet  
southeast of Gumspring Rd  
Legal Owners (Petitioners): \_\_\_\_\_  
Contract Purchaser/Lessee: \_\_\_\_\_

PLEASE FORWARD ADVERTISING BILL TO:

Name: BUSH RIVER LLC  
Company/Firm (if applicable): \_\_\_\_\_  
Address: PO BOX 43576  
BALTIMORE, MD 21236  
\_\_\_\_\_  
Telephone Number: 410-608-4255

Revised 7/9/2015

BALTIMORE COUNTY, MARYLAND  
OFFICE OF BUDGET AND FINANCE  
MISCELLANEOUS CASH RECEIPT

NO 160535

Date: 11/16/17

Rev Sub  
Source/ Rev/

| Fund | Dept | Unit | Sub Unit | Obj  | Sub Obj | Dept Obj | BS Acct | Amount  |
|------|------|------|----------|------|---------|----------|---------|---------|
| 001  | 806  | 0000 |          | 6150 |         |          |         | \$75.00 |
|      |      |      |          |      |         |          |         |         |
|      |      |      |          |      |         |          |         |         |
|      |      |      |          |      |         |          |         |         |
|      |      |      |          |      |         |          |         |         |
|      |      |      |          |      |         |          |         |         |
|      |      |      |          |      |         |          |         |         |

Total: \$75.00

Rec From: Bush Ltd LLC

For: Zoning hearing - case # 2012-0136-A

DISTRIBUTION

WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER GOLD - ACCOUNTING  
PLEASE PRESS HARD!!!!

PAID RECEIPT

BUSINESS ACTUAL TIME DRN  
11/17/2017 11/16/2017 10:48:43 3  
REG US03 WALTON CAN  
>>RECEIPT # 753429 11/16/2017 OFLN  
Dept 5 523 ZONING VERIFICATION  
CR NO. 160535

Recpt Tot \$75.00  
\$75.00 CR \$1.00 CA  
Baltimore County, Maryland

CASHIER'S  
VALIDATION

**This Deed**, MADE THIS 7th day of April in the year 2006 by and between Kevin M. Drzewiecki, party of the first part, and Bush River LLC, a Maryland Limited Liability Company, party of the second part.

**Witnesseth**, That in consideration of the sum of One Hundred Fifty Thousand Dollars and NO Cents (\$150,000.00), the receipt of which is hereby acknowledged, the said party of the first part does grant and convey to the said party of the second part, in fee simple, that parcel of ground situate in Baltimore County, Maryland and described as follows, that is to say:

BEGINNING FOR THE FIRST thereof at a point in the center of the Ridge Road distant 275 feet westerly from the Northwest corner of a tract of land conveyed by John H. Burkhardt and wife to J. Elmer Murgatroyd and wife, by deed dated September 27, 1929, and recorded among the Land Records of Baltimore County, Maryland prior to these presents, and running thence southerly and parallel with and equally distant from the West outline of Murgatroyd's land, 150 feet, and thence westerly and parallel with the center of said Ridge Road 50 feet, and thence northerly and parallel with the first line of this description 150 feet to the center of said Road 50 feet to the place of beginning.

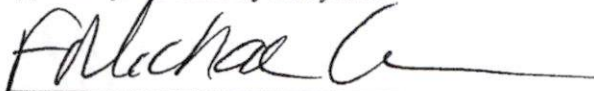
BEGINNING FOR THE SECOND thereof at an iron stake set South 59 degrees East 100 feet from the end of the first or South 33 degrees West 200 foot line of a parcel of land deeded by Lillie Burkhardt, widow, to William Burkhardt about June, 1946, running thence North 33 degrees East 50 feet to the Southwest corner of a lot of ground described in a deed dated May 28, 1943 and recorded among the Land Records of Baltimore County, Maryland in Liber R.J.S. No. 1291, folio 432, from Gordon F. Phebus and wife to Edgar R. Tennyson and wife, thence by said land South 59 degrees East 50 feet, thence by lines of division South 33 degrees West 50 feet, and North 59 degrees West 50 feet to the place of beginning.

The improvements thereon being known as 4813 Ridge Road.

Tax Id No. 14-1423050400

**BEING** the same parcel of ground which by deed dated July 1, 2005 and recorded among the Land Records of Baltimore County, Maryland in Liber SM No. 23251, folio 627 was granted and conveyed by Lingard E. Winkler unto Kevin M. Drzewiecki, the Grantor herein.

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

  
F. Michael Grace, Esquire

Item #0136

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

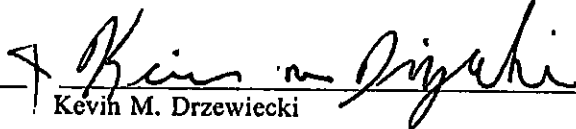
**TO HAVE AND TO HOLD** the said described lot of ground and premises to the said party of the second part, their successors and assigns, in fee simple.

**BUYERS INITIAL HERE** \_\_\_\_\_

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 hereby granted; and that he will execute such further assurances of the same as may be requisite.

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

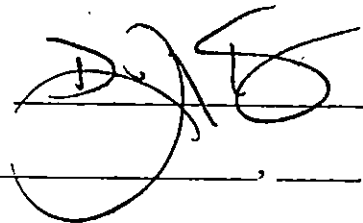
Test:

\_\_\_\_\_  
 (SEAL)  
 Kevin M. Drzewiecki

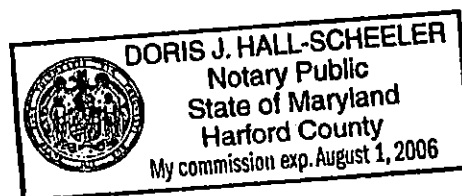
**State of Maryland, County of Baltimore, to wit:**

I Hereby Certify, That on this 7th day of April, in the year 2006, before me, the subscriber, a Notary Public of the State of Maryland, County of Harford personally appeared Kevin M. Drzewiecki known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same.

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

My Commission Expires: \_\_\_\_\_  


AFTER RECORDING, RETURN TO:  
 Bush River LLC  
 P.O. BOX 43576  
 PERRY HALL, MD 21128



File Number: 16016WM

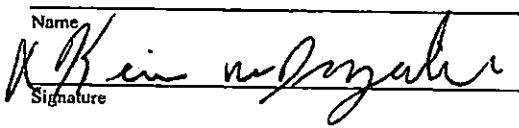
**A-1**

# **Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

| <b>1. Transferor Information</b>              |                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Transferor<br><br>KEVIN M. DRZEWIECKI |                                                                                                                                                                                                                                                                                                                                           |
| <b>2. Reasons for Exemption</b>               |                                                                                                                                                                                                                                                                                                                                           |
| <b>Resident Status</b>                        | <input checked="" type="checkbox"/> I, Transferor, am a resident of the State of Maryland.<br><input type="checkbox"/> Transferor is a resident entity under § 10-912(A)(4) of the Tax-General Article of the Annotated Code of Maryland, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf. |
| <b>Principal Residence</b>                    | <input type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is m principal residence as defined in IRC §121.                                                                                                                                                                                       |

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

| <b>3a. Individual Transferors</b> |                                                                                                                                                                                   |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Witness                           | <div style="text-align: right;">           Name<br/> <br/>           Signature         </div> |
| <b>3b. Entity Transferors</b>     |                                                                                                                                                                                   |
| Witness/Attest                    | <div style="text-align: right;">           Name of Entity<br/><br/>           By<br/><br/>           Name<br/><br/>           Title         </div>                                |

NTY CIRCUIT COURT (Land Records) SM 23527, p. 0036 MSA\_CE62-23527, Date available 04/20/2006, Printed 11/16/2017

| of Instruments                                                                                                      |                                                                                      | 1 Deed <input type="checkbox"/> Mortgage <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          | RECORDING FEE 20.00                        |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------|----------|--------------------------------------------|------------------------------------------------------------------------|--------------------------------------------|------------------------------------------------------------|--------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------|-------------|------------------------------|---------------|-------------------------------|---------|--------------------------------------------------------------------------|-----------|--------------------------|-----------|-------------------------------|----------------|-------------------------------------------------|--|---------------------|------------|-------------------------|--------------|--------------------------------------|-------|----------------------------------|--|-------|----|--------------------------------------------------------------------|-----------------|--|--|--------------|--|-------------------------------------------------------------------------------------|--|--|--|--|--|----------------------------------------------------------------------------------|--|--|--|--|--|----------------------------------------------------|--|--|--|--|--|---------------------------------------------------------|--|--|--|--|--|------------------------------------|--|--|--|--|--|---------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|---------------------------------------------------------|--|--|--|--|--|----------------------------------|--|--|--|--|--|------------------|--|--|--|--|--|---------------------------------------|--|--|--|--|--|-----------------------------------|--|--|--|--|--|-----------------------------------------------------------------------------------------------------------|--|--|--|--|--|--------------|--|--|--|--|--|--|--|
| 2 Conveyance Type                                                                                                   |                                                                                      | 2 Deed of Trust <input type="checkbox"/> Lease <input type="checkbox"/> <input checked="" type="checkbox"/> Improved Sale <input checked="" type="checkbox"/> Unimproved Sale <input type="checkbox"/> Multiple Account <input type="checkbox"/> Not an Arms-Length Sale <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |            |          | TR TAX STATE 750.00                        |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| 3 Tax Exemptions (if applicable)                                                                                    |                                                                                      | Arm-Length[1] Arms-Length[2] Arms-Length[3] Length Sale[9]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |            |          | TOTAL 790.00                               |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Cite or Explain Authority                                                                                           |                                                                                      | Recordation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |            |          | Res# BA01 Rcpt # 72378                     |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
|                                                                                                                     |                                                                                      | State Transfer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |            |          | SH ID Blk # 1882                           |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
|                                                                                                                     |                                                                                      | County Transfer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          | Apr 12, 2006 11:21 am                      |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| 4 Consideration and Tax Calculations                                                                                |                                                                                      | <table border="1"><thead><tr><th colspan="2">Consideration Amount</th><th colspan="2">Finance Office Use Only</th></tr></thead><tbody><tr><td>Purchase Price/Consideration</td><td>\$ 150,000.00</td><td colspan="2">Transfer and Recordation Tax Consideration</td></tr><tr><td>Any New Mortgage</td><td>\$ 116,250.00</td><td colspan="2">Transfer Tax Consideration \$</td></tr><tr><td>Balance of Existing Mortgage</td><td>\$</td><td colspan="2">X( )% = \$</td></tr><tr><td>Other:</td><td>\$</td><td colspan="2">Less Exemption Amount - \$</td></tr><tr><td>Other:</td><td>\$</td><td colspan="2">Total Transfer Tax = \$</td></tr><tr><td>Full Cash Value</td><td>\$</td><td colspan="2">Recordation Tax Consideration \$</td></tr><tr><td></td><td></td><td colspan="2">X( ) per \$500 = \$</td></tr><tr><td></td><td></td><td colspan="2">TOTAL DUE \$</td></tr></tbody></table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |            |          | Consideration Amount                       |                                                                        | Finance Office Use Only                    |                                                            | Purchase Price/Consideration               | \$ 150,000.00                                                                        | Transfer and Recordation Tax Consideration |             | Any New Mortgage             | \$ 116,250.00 | Transfer Tax Consideration \$ |         | Balance of Existing Mortgage                                             | \$        | X( )% = \$               |           | Other:                        | \$             | Less Exemption Amount - \$                      |  | Other:              | \$         | Total Transfer Tax = \$ |              | Full Cash Value                      | \$    | Recordation Tax Consideration \$ |  |       |    | X( ) per \$500 = \$                                                |                 |  |  | TOTAL DUE \$ |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Consideration Amount                                                                                                |                                                                                      | Finance Office Use Only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Purchase Price/Consideration                                                                                        | \$ 150,000.00                                                                        | Transfer and Recordation Tax Consideration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Any New Mortgage                                                                                                    | \$ 116,250.00                                                                        | Transfer Tax Consideration \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Balance of Existing Mortgage                                                                                        | \$                                                                                   | X( )% = \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Other:                                                                                                              | \$                                                                                   | Less Exemption Amount - \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Other:                                                                                                              | \$                                                                                   | Total Transfer Tax = \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Full Cash Value                                                                                                     | \$                                                                                   | Recordation Tax Consideration \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
|                                                                                                                     |                                                                                      | X( ) per \$500 = \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
|                                                                                                                     |                                                                                      | TOTAL DUE \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| 5 Fees                                                                                                              |                                                                                      | <table border="1"><thead><tr><th>Amount of Fees</th><th>Doc. 1</th><th>Doc. 2</th><th>Agent:</th></tr></thead><tbody><tr><td>Recording Charge</td><td>\$ 20.00</td><td>\$ 75.00</td><td></td></tr><tr><td>Surcharge</td><td>\$ 20.00</td><td>\$ 20.00</td><td></td></tr><tr><td>State Recording Tax</td><td>\$ 750.00</td><td>\$</td><td>Tax Bill:</td></tr><tr><td>State Transfer Tax</td><td>\$ 750.00</td><td>\$</td><td></td></tr><tr><td>County Transfer Tax</td><td>\$ 2250.00</td><td>\$</td><td>C.B. Credit:</td></tr><tr><td>Other</td><td>\$ 70</td><td>\$</td><td></td></tr><tr><td>Other</td><td>\$</td><td>\$</td><td>A.G. Tax/Other:</td></tr></tbody></table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |            |          | Amount of Fees                             | Doc. 1                                                                 | Doc. 2                                     | Agent:                                                     | Recording Charge                           | \$ 20.00                                                                             | \$ 75.00                                   |             | Surcharge                    | \$ 20.00      | \$ 20.00                      |         | State Recording Tax                                                      | \$ 750.00 | \$                       | Tax Bill: | State Transfer Tax            | \$ 750.00      | \$                                              |  | County Transfer Tax | \$ 2250.00 | \$                      | C.B. Credit: | Other                                | \$ 70 | \$                               |  | Other | \$ | \$                                                                 | A.G. Tax/Other: |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Amount of Fees                                                                                                      | Doc. 1                                                                               | Doc. 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Agent:          |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Recording Charge                                                                                                    | \$ 20.00                                                                             | \$ 75.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Surcharge                                                                                                           | \$ 20.00                                                                             | \$ 20.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| State Recording Tax                                                                                                 | \$ 750.00                                                                            | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Tax Bill:       |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| State Transfer Tax                                                                                                  | \$ 750.00                                                                            | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| County Transfer Tax                                                                                                 | \$ 2250.00                                                                           | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | C.B. Credit:    |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Other                                                                                                               | \$ 70                                                                                | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Other                                                                                                               | \$                                                                                   | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | A.G. Tax/Other: |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| 6 Description of Property                                                                                           |                                                                                      | <table border="1"><thead><tr><th>District</th><th>Property Tax ID No.(1)</th><th>Grantor Liber/Folio</th><th>Map</th><th>Parcel No.</th><th>Var. LOG</th></tr></thead><tbody><tr><td>14</td><td>14-23050400</td><td>23251 627</td><td></td><td></td><td>[ ] (5)</td></tr><tr><td colspan="6">Subdivision Name Lot (3a) Block(3b)Sect/AR(3c) Plat Ref. SqFt/Acreage(4)</td></tr><tr><td colspan="6">Location/Address of Property Being Conveyed (2)</td></tr><tr><td colspan="6">4813 Ridge Road, Baltimore, MD 21237</td></tr><tr><td colspan="6">Other Property Identifiers (if applicable) Water Meter Account No.</td></tr><tr><td colspan="6">Residential [X] or Non-Residential [ ] Fee Simple [X] or Ground Rent [ ] Amount: \$</td></tr><tr><td colspan="6">Partial Conveyance? [ ] Yes [X] No Description/Amt. of SqFt/Acreage Transferred:</td></tr><tr><td colspan="6">If Partial Conveyance, List Improvements Conveyed:</td></tr><tr><td colspan="6">Doc. 1 - Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s)</td></tr><tr><td colspan="6">Kevin M. Drzewiecki Bush River LLC</td></tr><tr><td colspan="6">Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Owner(s) of Record, if Different from Grantor(s)</td></tr><tr><td colspan="6">Doc. 1 - Grantee(s) Name(s) Doc. 2 - Grantee(s) Name(s)</td></tr><tr><td colspan="6">Bush River LLC J. SCOTT STURGILL</td></tr><tr><td colspan="6">J. DANIEL SADLER</td></tr><tr><td colspan="6">New Owner's (Grantee) Mailing Address</td></tr><tr><td colspan="6">PO BOX 43576 PERRY HALL, MD 21128</td></tr><tr><td colspan="6">Doc. 1 - Additional Name(s) to be Indexed (Optional) Doc. 2 - Additional Name(s) to be Indexed (Optional)</td></tr><tr><td colspan="6">AmericasBANK</td></tr></tbody></table> |                 |            |          | District                                   | Property Tax ID No.(1)                                                 | Grantor Liber/Folio                        | Map                                                        | Parcel No.                                 | Var. LOG                                                                             | 14                                         | 14-23050400 | 23251 627                    |               |                               | [ ] (5) | Subdivision Name Lot (3a) Block(3b)Sect/AR(3c) Plat Ref. SqFt/Acreage(4) |           |                          |           |                               |                | Location/Address of Property Being Conveyed (2) |  |                     |            |                         |              | 4813 Ridge Road, Baltimore, MD 21237 |       |                                  |  |       |    | Other Property Identifiers (if applicable) Water Meter Account No. |                 |  |  |              |  | Residential [X] or Non-Residential [ ] Fee Simple [X] or Ground Rent [ ] Amount: \$ |  |  |  |  |  | Partial Conveyance? [ ] Yes [X] No Description/Amt. of SqFt/Acreage Transferred: |  |  |  |  |  | If Partial Conveyance, List Improvements Conveyed: |  |  |  |  |  | Doc. 1 - Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s) |  |  |  |  |  | Kevin M. Drzewiecki Bush River LLC |  |  |  |  |  | Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Owner(s) of Record, if Different from Grantor(s) |  |  |  |  |  | Doc. 1 - Grantee(s) Name(s) Doc. 2 - Grantee(s) Name(s) |  |  |  |  |  | Bush River LLC J. SCOTT STURGILL |  |  |  |  |  | J. DANIEL SADLER |  |  |  |  |  | New Owner's (Grantee) Mailing Address |  |  |  |  |  | PO BOX 43576 PERRY HALL, MD 21128 |  |  |  |  |  | Doc. 1 - Additional Name(s) to be Indexed (Optional) Doc. 2 - Additional Name(s) to be Indexed (Optional) |  |  |  |  |  | AmericasBANK |  |  |  |  |  |  |  |
| District                                                                                                            | Property Tax ID No.(1)                                                               | Grantor Liber/Folio                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Map             | Parcel No. | Var. LOG |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| 14                                                                                                                  | 14-23050400                                                                          | 23251 627                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |            | [ ] (5)  |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Subdivision Name Lot (3a) Block(3b)Sect/AR(3c) Plat Ref. SqFt/Acreage(4)                                            |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Location/Address of Property Being Conveyed (2)                                                                     |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| 4813 Ridge Road, Baltimore, MD 21237                                                                                |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Other Property Identifiers (if applicable) Water Meter Account No.                                                  |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Residential [X] or Non-Residential [ ] Fee Simple [X] or Ground Rent [ ] Amount: \$                                 |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Partial Conveyance? [ ] Yes [X] No Description/Amt. of SqFt/Acreage Transferred:                                    |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| If Partial Conveyance, List Improvements Conveyed:                                                                  |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Doc. 1 - Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s)                                                             |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Kevin M. Drzewiecki Bush River LLC                                                                                  |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Owner(s) of Record, if Different from Grantor(s) |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Doc. 1 - Grantee(s) Name(s) Doc. 2 - Grantee(s) Name(s)                                                             |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Bush River LLC J. SCOTT STURGILL                                                                                    |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| J. DANIEL SADLER                                                                                                    |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| New Owner's (Grantee) Mailing Address                                                                               |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| PO BOX 43576 PERRY HALL, MD 21128                                                                                   |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Doc. 1 - Additional Name(s) to be Indexed (Optional) Doc. 2 - Additional Name(s) to be Indexed (Optional)           |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| AmericasBANK                                                                                                        |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| 7 Transferred From                                                                                                  |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| 8 Transferred To                                                                                                    |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| 9 Other Names To Be Indexed                                                                                         |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| 10 Contact/Mail Information                                                                                         |                                                                                      | <table border="1"><thead><tr><th colspan="2">Instrument Submitted By or Contact Person</th><th colspan="2">Return to Contact Person</th></tr></thead><tbody><tr><td>Name: KRISTI</td><td>FILE: 16016WM</td><td colspan="2"><input type="checkbox"/></td></tr><tr><td>Firm: RGS Fountainhead Title</td><td></td><td colspan="2"><input type="checkbox"/></td></tr><tr><td>Address: 7939 Honeygo Boulevard</td><td></td><td colspan="2"><input type="checkbox"/></td></tr><tr><td>Suite 124, Baltimore, MD 2123</td><td>(410) 931-3500</td><td colspan="2"><input checked="" type="checkbox"/></td></tr></tbody></table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |            |          | Instrument Submitted By or Contact Person  |                                                                        | Return to Contact Person                   |                                                            | Name: KRISTI                               | FILE: 16016WM                                                                        | <input type="checkbox"/>                   |             | Firm: RGS Fountainhead Title |               | <input type="checkbox"/>      |         | Address: 7939 Honeygo Boulevard                                          |           | <input type="checkbox"/> |           | Suite 124, Baltimore, MD 2123 | (410) 931-3500 | <input checked="" type="checkbox"/>             |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Instrument Submitted By or Contact Person                                                                           |                                                                                      | Return to Contact Person                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Name: KRISTI                                                                                                        | FILE: 16016WM                                                                        | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Firm: RGS Fountainhead Title                                                                                        |                                                                                      | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Address: 7939 Honeygo Boulevard                                                                                     |                                                                                      | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Suite 124, Baltimore, MD 2123                                                                                       | (410) 931-3500                                                                       | <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| 11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER                                   |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Assessment Information                                                                                              |                                                                                      | <table border="1"><tbody><tr><td>Yes <input checked="" type="checkbox"/> No</td><td>Will the property being conveyed be the grantee's principal residence?</td></tr><tr><td>Yes <input checked="" type="checkbox"/> No</td><td>Does transfer include personal property? If yes, identify:</td></tr><tr><td>Yes <input checked="" type="checkbox"/> No</td><td>Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)</td></tr></tbody></table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |            |          | Yes <input checked="" type="checkbox"/> No | Will the property being conveyed be the grantee's principal residence? | Yes <input checked="" type="checkbox"/> No | Does transfer include personal property? If yes, identify: | Yes <input checked="" type="checkbox"/> No | Was property surveyed? If yes, attach copy of survey (if recorded, no copy required) |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Yes <input checked="" type="checkbox"/> No                                                                          | Will the property being conveyed be the grantee's principal residence?               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Yes <input checked="" type="checkbox"/> No                                                                          | Does transfer include personal property? If yes, identify:                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Yes <input checked="" type="checkbox"/> No                                                                          | Was property surveyed? If yes, attach copy of survey (if recorded, no copy required) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Assessment Use Only - Do Not Write Below This Line                                                                  |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |            |          |                                            |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Transfer Number                                                                                                     |                                                                                      | Date Received                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |            |          | Assigned Property No.                      |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| 19                                                                                                                  |                                                                                      | 19                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |            |          | 19                                         |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Geo                                                                                                                 |                                                                                      | Map                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |            |          | Sub                                        |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Zoning                                                                                                              |                                                                                      | Grid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |            |          | Plat                                       |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |
| Block                                                                                                               |                                                                                      | Lot                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |            |          | Block                                      |                                                                        |                                            |                                                            |                                            |                                                                                      |                                            |             |                              |               |                               |         |                                                                          |           |                          |           |                               |                |                                                 |  |                     |            |                         |              |                                      |       |                                  |  |       |    |                                                                    |                 |  |  |              |  |                                                                                     |  |  |  |  |  |                                                                                  |  |  |  |  |  |                                                    |  |  |  |  |  |                                                         |  |  |  |  |  |                                    |  |  |  |  |  |                                                                                                                     |  |  |  |  |  |                                                         |  |  |  |  |  |                                  |  |  |  |  |  |                  |  |  |  |  |  |                                       |  |  |  |  |  |                                   |  |  |  |  |  |                                                                                                           |  |  |  |  |  |              |  |  |  |  |  |  |  |

**RECORDATION REQUESTED BY:**

AmericasBANK  
500 York Road  
Towson, MD 21204

**WHEN RECORDED MAIL TO:**

AmericasBANK  
500 York Road  
Towson, MD 21204

**SEND TAX NOTICES TO:**

AmericasBANK  
500 York Road  
Towson, MD 21204

IMP FD SURE \$ 20.00  
RECORDING FEE 20.00  
TOTAL 40.00  
Res# BAO1 Rcpt # 72378  
SM TD Blk # 1883  
Apr 12, 2006 11:21 am

16016 um

RECORDING FEE 55.00  
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY 55.00

Res# BAO1 Rcpt # 72378  
SM TD Blk # 1884  
Apr 12, 2006 11:22 am

**PURCHASE MONEY DEED OF TRUST**

**MAXIMUM LIEN.** The aggregate principal sum secured by this Deed of Trust is \$116,250.00.

**THIS DEED OF TRUST** is dated April 7, 2006, among Bush River LLC, whose address is P.O. Box 43576, Nottingham, MD 21236 ("Grantor"); AmericasBANK, whose address is 500 York Road, Towson, MD 21204 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Mark H. Anders and Gary Rever, whose address is 500 York Road, Towson, MD 21204 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor irrevocably grants and conveys to Trustee, in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Grantor's present and future right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; and all rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Baltimore County, State of Maryland:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 4813 Ridge Road, Baltimore, MD 21237.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property,

BEGINNING FOR THE FIRST thereof at a point in the center of the Ridge Road distant 275 feet westerly from the Northwest corner of a tract of land conveyed by John H. Burkhardt and wife to J. Elmer Murgatroyd and wife, by deed dated September 27, 1929, and recorded among the Land Records of Baltimore County, Maryland prior to these presents, and running thence southerly and parallel with and equally distant from the West outline of Murgatroyd's land, 150 feet, and thence westerly and parallel with the center of said Ridge Road 50 feet, and thence northerly and parallel with the first line of this description 150 feet to the center of said Road 50 feet to the place of beginning.

BEGINNING FOR THE SECOND thereof at an iron stake set South 59 degrees East 100 feet from the end of the first or South 33 degrees West 200 foot line of a parcel of land deeded by Lillie Burkhardt, widow, to William Burkhardt about June, 1946, running thence North 33 degrees East 50 feet to the Southwest corner of a lot of ground described in a deed dated May 28, 1943 and recorded among the Land Records of Baltimore County, Maryland in Liber R.J.S. No. 1291, folio 432, from Gordon F. Phebus and wife to Edgar R. Tennyson and wife, thence by said land South 59 degrees East 50 feet, thence by lines of division South 33 degrees West 50 feet, and North 59 degrees West 50 feet to the place of beginning.

The improvements thereon being known as 4813 Ridge Road.

Tax Id No. 14-1423050400

# DEED OF TRUST (Continued)

whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are necessary to protect and preserve the Property.

## TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

## PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may require. Policies shall be written in form, amounts, coverages and basis acceptable to Lender and issued by a company or companies acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

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**DEED OF TRUST  
(Continued)**

Page 3

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; or (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants specially that: (a) Grantor holds good and marketable title to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place convenient to Lender and make it available to Lender promptly following Lender's request to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be

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**DEED OF TRUST  
(Continued)**

**Page 4**

# DEED OF TRUST (Continued)

equity, (ii) reasonable attorneys' fees and (iii) costs of title evidence, and (b) to all sums secured by this Deed of Trust, and (c) the excess, if any, to the person or persons legally entitled thereto.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Without notice to Grantor, Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness and Grantor hereby consents to the appointment of such a receiver. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount and whether or not such receivership is incidental to a proposed sale of the Property or otherwise. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, at any time hereafter and without specifying any reason, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office in the jurisdiction where this Deed of Trust has been recorded. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**Power to Act Separately.** If more than one Trustee is named in this Deed of Trust, any Trustee may act alone, without the joinder of any other Trustee, to exercise any or all the powers given to the Trustees collectively in this Deed of Trust or by applicable law.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, if hand delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, and as certified mail postage prepaid, bearing a postmark from the United States Postal Service, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to

# BALTIMORE COUNTY, MARYLAND

## INTER-OFFICE MEMORANDUM

**TO:** Arnold Jablon  
Deputy Administrative Officer and  
Director of Permits, Approvals and Inspections

**DATE:** 12/5/2017

**FROM:** Andrea Van Arsdale  
Director, Department of Planning

**SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS**  
Case Number: 18-136

**INFORMATION:**

**Property Address:** 4813 Ridge Road  
**Petitioner:** Bush River, LLC  
**Zoning:** DR 3.5  
**Requested Action:** Variance

The Department of Planning has reviewed the petition for variance to permit a proposed single family dwelling with a side yard setback of 8 feet and a summation of side yard setbacks of 23 feet in lieu of the minimum required 10 feet and sum of 25 feet.

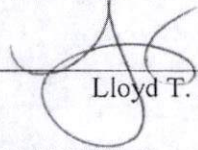
A site visit was conducted on November 29, 2017.

The Department has no objection to granting the petitioned zoning relief conditioned upon the following:

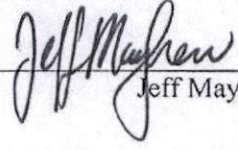
- Maintain the proposed dwelling situation and orientation as depicted on the submitted site plan.
- **Maintain condition #2 as imposed in the Order for zoning case no. 06-204-A.**
- Provide vegetative screening along the common property line for the subject property and 4815 Ridge Rd. in the vicinity of the existing and proposed dwellings.

For further information concerning the matters stated herein, please contact Ngone Seye Diop at 410-887-3480.

**Prepared by:**

  
\_\_\_\_\_  
Lloyd T. Moxley

**Deputy Director:**

  
\_\_\_\_\_  
Jeff Mayhew

AVA/KS/LTM/kac:  
Ngone Seye Diop  
Bush River, LLC  
Office of the Administrative Hearings  
People's Counsel for Baltimore County

## Board of Appeals

Case No: 18-136-A Case Name: Bush River, LLC

### Exhibit List

Party: Petitioner- Bush River, LLC Date: 4/17/18

| Exhibit No: | Description:                                      |
|-------------|---------------------------------------------------|
| ✓ 1         | Site Plan for 4813 Ridge Rd. by Tamir Ezzat       |
| ✓ 2         | 12/5/17 Zoning Advisory Comments                  |
| ✓ 3         | Site Plan for 4813 Ridge Rd from 2006             |
| ✓ 4         | Packet relating to Variance requests in '05 + '18 |
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|             | VERIFIED BY <u>KC</u> DATE: <u>4/17/18</u>        |

# COPY OF APPEAL HEARING NOTICE

**Petitioner**  
***CBA Exhibit***

4



## Board of Appeals of Baltimore County

JEFFERSON BUILDING  
SECOND FLOOR, SUITE 203  
105 WEST CHESAPEAKE AVENUE  
TOWSON, MARYLAND, 21204  
410-887-3180  
FAX: 410-887-3182

March 6, 2018

## NOTICE OF ASSIGNMENT

IN THE MATTER OF:      Bush River, LLC  
                                 4813 Ridge Road  
18-136-A                14<sup>th</sup> Election District; 6<sup>th</sup> Councilmanic District

Re: Petition for Variance relief from Section 1B02.3.C.1 of the BCZR to permit a proposed single-family dwelling with a side yard setback of 8ft. and sum of side yard setbacks of 23 ft. in lieu of the minimum required 10 ft. and sum of 25 ft.

1/24/18 Opinion and Order of the Administrative Law Judge wherein the Petition for Variance was DENTED.

**ASSIGNED FOR:    APRIL 17, 2018, AT 10:00 A.M.**

LOCATION: Hearing Room #2, Second Floor, Suite 206  
Jefferson Building, 105 W. Chesapeake Avenue, Towson

**NOTICE:**

- This appeal is an evidentiary hearing. Parties should consider the advisability of retaining an attorney.
- Please refer to the Board's Rules of Practice & Procedure, Appendix B, Baltimore County Code.
- No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).
- If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.
- Parties must file one (1) original and three (3) copies of all Motions, Memoranda, and exhibits (including video and PowerPoint) with the Board unless otherwise requested.
- Projection equipment for digital exhibits is available by request. A minimum of forty-eight (48) hours notice is required. Supply is limited and not guaranteed.

For further information, including our inclement weather policy, please visit our website [www.baltimorecountymd.gov/Agencies/appeals/index.html](http://www.baltimorecountymd.gov/Agencies/appeals/index.html)

**Krysundra "Sunny" Cannington, Administrator**

c)           Petitioner                                         : Bush River, LLC  
            Protestant                                         : Richard Livering

Glenn Grasso  
Tamer Ezzat

Office of People's Counsel:  
Arnold Jablon, Director/PAJ  
Nancy West, Assistant County Attorney

Lawrence M. Stahl, Managing Administrative Law Judge  
Andrea Van Arsdale, Director/Department of Planning  
Michael Field, County Attorney, Office of Law

COPY OF OPINION AND ORDER  
FOR MOST RECENT VARIANCE  
REQUEST

**IN RE: PETITION FOR VARIANCE**

(4813 Ridge Road)  
14<sup>th</sup> Election District  
6<sup>th</sup> Council District  
Bush River, LLC  
*Legal Owner*

Petitioner

\*  
\*  
\*  
\*  
\*

BEFORE THE OFFICE  
OF ADMINISTRATIVE  
HEARINGS FOR  
BALTIMORE COUNTY  
**CASE NO. 2018-0136-A**

\* \* \* \* \*

**OPINION AND ORDER**

This matter comes before the Office of Administrative Hearings (“OAH”) for Baltimore County as a Petition for Variance filed by Bush River, LLC, legal owner of the subject property (“Petitioner”). The Petition seeks variance relief from Section 1B02.3.C.1 of the Baltimore County Zoning Regulations (“B.C.Z.R.”) to permit a proposed single-family dwelling with a side yard setback of 8 ft. and a sum of side yard setbacks of 23 ft. in lieu of the minimum required 10 ft. and sum of 25 ft. A site plan was marked as Petitioner’s Exhibit 1.

Glenn Grasso and Paul Fortier appeared in support of the petition. A neighbor attended the hearing and opposed the request. The Petition was advertised and posted as required by the B.C.Z.R. A substantive Zoning Advisory Committee (“ZAC”) comment was received from the Department of Planning (DOP). That agency did not oppose the request.

The site is approximately 10,000 sq. ft. in size and zoned DR 3.5. A variance was granted in 2006 to approve construction of a single-family dwelling on a lot 50 ft. wide in lieu of the required 70 ft. The property is unimproved and Petitioner proposes to construct a dwelling on the lot. To do so a setback variance is required.

A variance request involves a two-step process, summarized as follows:

- (1) It must be shown the property is unique in a manner which makes it unlike surrounding properties, and that uniqueness or peculiarity must necessitate variance relief; and
- (2) If variance relief is denied, Petitioner will experience a practical difficulty or hardship.

*Cromwell v. Ward*, 102 Md. App. 691 (1995).

The Deputy Zoning Commissioner in 2006 (No. 2006-0204-A) approved a lot width of 50 ft., but in the same order he denied a variance for a sum of side yard setbacks of 22 ft. in lieu of the required 25 ft. That is essentially the same request as in the current petition; i.e., 23 ft. in lieu of the required 25 ft.

In these circumstances I believe the petition is barred by the doctrine of *res judicata*. Under Maryland law, a final agency determination is entitled to preclusive effect. *Esslinger v. Balto. City*, 95 Md. App. 607, 621 (1993). The court of special appeals has confirmed that the doctrine of *res judicata* is applicable in zoning cases. *Seminary Galleria, LLC v. Dulaney Valley Improv. Assn.*, 192 Md. App. 719 (2010). Indeed, *res judicata* will apply unless there has been a significant change in circumstances between the earlier and subsequent action. *See, e.g., Alvey v. Hedin*, 243 Md. 334, 340 (1966). The Petitioner did not indicate that any substantial changes have occurred in the intervening years. The property is unimproved, as it was at the time of the earlier case. As such, the doctrine of *res judicata* requires that the petition in this case be denied.

THEREFORE, IT IS ORDERED, this 24th day of **January, 2018**, by the Administrative Law Judge for Baltimore County, that the Petition for Variance seeking relief from §1B02.3.C.1 of the Baltimore County Zoning Regulations (“B.C.Z.R.”) to permit a proposed single-family dwelling with a side yard setback of 8 ft. and a sum of side yard setbacks of 23 ft. in lieu of the minimum required 10 ft. and sum of 25 ft., be and is hereby DENIED

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

---

JOHN E. BEVERUNGEN  
Administrative Law Judge for  
Baltimore County

JEB:sln

**COPY OF FINDINGS FROM  
ORIGINAL VARIANCE FILED IN  
2005**

IN RE: PETITION FOR VARIANCE  
S/side of Ridge Road, 300' east of  
c/l of Gumspring Road  
14th Election District  
6th Councilmanic District  
(4813 Ridge Road)

Lingard E. Winkler, Legal Owner  
Kevin & Dawn Drzewiecki, Cont. Purchasers \*

\* BEFORE THE  
\* DEPUTY ZONING COMMISSIONER  
\* OF BALTIMORE COUNTY  
\* CASE NO. 06-204-A

\* \* \* \* \*

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner as a Petition for Variance filed by Lingard E. Winkler, the legal owner of the subject property and Kevin and Dawn Drzewiecki, the contract purchasers. The variance request is for property located at 4813 Forge Road in the Perry Hall area of Baltimore County. The variance request is from Section 1B02.3C.1 of the Baltimore County Zoning Regulations (B.C.Z.R), to permit a proposed dwelling with a lot width of 50-feet and side yard setback of 12-feet with a combination of 22-feet in lieu of the required 70-feet, 15-feet and 25-feet, respectively.

The property was posted with a notice of the public hearing date and time on November 18, 2005 and notice given to the general public by publication in the Jeffersonian Newspaper on November 17, 2005.

Interested Persons

Appearing at the hearing on behalf of the variance request was Mautaz Ezzat, builder, and Kevin and Dawn Drzewiecki, contract purchasers. Norman Ziernski, representing the South Perry Hall Boulevard Improvement Association, and Charlotte Leake, adjoining property owner, appeared in opposition to the request. Peter Max Zimmerman, People's Counsel, entered his appearance in this case.

ORDER RECEIVED FOR FILING  
Date 12-17-05  
By [Signature]

### Zoning Advisory Committee

The Zoning Advisory Committee (ZAC) comments are made part of the record of this case and contain the following highlights: ZAC comments were received by the Office of Planning dated November 14, 2005, a copy of which is attached hereto and made a part hereof.

### Applicable Law

Section 307 of the B.C.Z.R. – *Variances*.

“The Zoning Commissioner of Baltimore County and the County Board of Appeals, upon appeal, shall have and they are hereby given the power to grant variances from height and area regulations, from off-street parking regulations, and from sign regulations only in cases where special circumstances or conditions exist that are peculiar to the land or structure which is the subject of the variance request and where strict compliance with the Zoning Regulations for Baltimore County would result in practical difficulty or unreasonable hardship. No increase in residential density beyond that otherwise allowable by the Zoning Regulations shall be permitted as a result of any such grant of a variance from height or area regulations. Furthermore, any such variance shall be granted only if in strict harmony with the spirit and intent of said height, area, off-street parking or sign regulations, and only in such manner as to grant relief without injury to the public health, safety and general welfare. They shall have no power to grant any other variances. Before granting any variance, the Zoning Commissioner shall require public notice to be given and shall hold a public hearing upon any application for a variance in the same manner as in the case of a petition for reclassification. Any order by the Zoning Commissioner or the County Board of Appeals granting a variance shall contain a finding of fact setting forth and specifying the reason or reasons for making such variance.”

### Testimony and Evidence

Mr. Ezzat indicated that the Petitioners want to build a new home on the subject property, which is presently vacant for themselves and their three (3) children as shown in Petitioner's Exhibit 1. The property is now owned by Mr. Winkler, the Petitioner's uncle, who purchased same in 1962. The subject property is zoned DR 3.5 and contains 10,000 sq. feet. As such, it meets the minimum area for DR 3.5 zoned lots but it is only 50 feet wide while the regulations require 70 feet. Mr. Ezzat indicated that the present owner, Mr. Winkler, has never owned any adjacent lots and the Petitioners testified that they cannot buy any additional land to widen the

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Date 12-7-05  
By [Signature]

lot. The Petitioners indicated that the lot is not part of a recorded subdivision, but was created 60 years ago by deed between family members who owned the whole area.

In regard to the request for variance for the sum of the side yard setback requirements, the proposed house is 27.5 feet wide. This leaves 22.5 feet for side yard setbacks. The DR regulations require 25 feet. The Petitioners indicated that narrowing the proposed house by 2.5 feet would make the rooms impractically small. For example, the kitchen would be reduced from 11 feet wide to 8.5 feet wide, which they indicated was too small. Mr. Ezzat noted that they have already downsized the house once before to make the house fit the lot.

They noted that Ms. Leake's home on the west side is only 5 feet from the property line and that there are several homes on 50-foot wide lots across Ridge Road as shown by the aerial photograph, Petitioner's Exhibit 2. Consequently, they opined that the new home would not change the pattern of development of the neighborhood.

Ms. Leake opposed the variance request as she is the adjoining property owner whose house is only 5 feet from the property line and the new house would be only 15 feet from her home. She would be most affected by the new house as it would adversely affect her privacy and use of her property. She opined that the Petitioner's should purchase enough property from the neighbors on the east side to achieve the 70-foot width and allow the new home to be farther away from her property. The Petitioners denied that this was feasible.

In the alternative, she requested the new home should be pushed back away from the road to give some distance between the new home and Ms. Leake's home. The Petitioner agreed but as pointed out at the hearing, the Planning Office is not opposed to the request on the basis the home is located as shown on Exhibit 1, which is aligned with the other homes on Ridge Road. There was some concern that the Planning Office might be strongly opposed to moving the home further from the road.

ORDER RECEIVED FOR FILING  
Date 12-7-05  
By [Signature]

Mr. Ziemiński, representing the local community association, indicated that his association is opposed to these requests as they have been working hard in recent past to be sure that homes are not built on lots less than 70 feet wide. He agreed that this lot was created many years ago and that his own lot is only 63 feet wide. Both he and Ms. Leake testified that although there are homes on 50-foot lots in the area, these are all older homes. When we discussed some possible solutions, both Parties agreed that they could not work out a compromise.

#### **Findings of Fact and Conclusions of Law**

There is nothing the Petitioners can do to increase the width of their lot. So denying the lot width variance means that no home can be built on this lot. However the new home is proposed to be only 15 feet from Ms. Leake's home. On the other hand, the proposed home is 67 feet from the home to the east. Consequently, the home should be set toward the east to the extent possible to minimize the impact on Ms. Leake.

I find that special circumstances or conditions exist that are peculiar to the land or structure which is the subject of the variance request. According to the Petitioner, the lot was created 60 years ago and much before the DR regulations were imposed. This means the DR 3.5 regulations impact this property differently than others in the area created later in conformance with the regulations. As such, I find the property unique in a zoning sense.

I further find that strict compliance with the Zoning Regulations for Baltimore County would result in practical difficulty or unreasonable hardship. The lot is 50 feet wide and there apparently is nothing the Petitioners can do to buy more property on either side to reduce or eliminate the variance.

However, the request for variance for the sum of the side yard setbacks is another matter. The Petitioner would only have to narrow the house width 2.5 feet in order to eliminate the request for sum of the side yard setbacks. Although I know this will not be easy, I believe this

can be done and by lengthening the house achieve the same square footage needed by the Petitioners. I have every confidence that Mr. Ezzat can do this reasonably. Consequently, I will deny this variance.

There will be no increase in residential density beyond that otherwise allowable by the Zoning Regulations by granting the lot width variance. The lot meets the minimum size required.

I further find that the lot width variance can be granted in strict harmony with the spirit and intent of said regulations, and in such manner as to grant relief without injury to the public health, safety and general welfare. The aerial photograph, and testimony of the Petitioners show that there are homes in the immediate vicinity built on 50 foot wide lots so that one more will not change the pattern of development of the neighborhood.

I note that the density residential regulations require 20 feet between homes. I think this requirement is most reasonable and I will require at least this separation between the proposed home and Ms. Leake's home. The question in this case is how to achieve this separation. Clearly, the house could be shifted to the east 5 feet from its present location and achieve this separation. The west setback would then be 15 feet. This undoubtedly would shift the driveway to Ms. Leake's side but she gave no indication this would be objectionable. In the alternative, the Petitioner's can push the house back from Ridge Road to achieve the 20-foot separation. However, it appears to me that the house would have to be moved back perhaps 22 feet to achieve this separation assuming that the Petitioners wanted to keep the 10 foot dimension to the western property line. This would take the proposed home out of line with the others in the neighborhood. I can not dictate to the Petitioners exactly how to achieve the 20 foot separation. In short, the Petitioners should submit a revised plan showing how they will achieve the 20-foot separation between the proposed home and the Leake home.

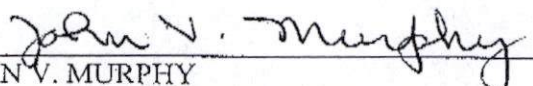
Pursuant to the posting of the property and the provisions of both the Baltimore County Code and the Baltimore County Zoning Regulations, and for the reasons given above, the requested variance should be granted in part and denied in part.

THEREFORE, IT IS ORDERED, by the Deputy Zoning Commissioner for Baltimore County, this 7 day of December, 2005, that a variance from Section 1B02.3C.1 of the Baltimore County Zoning Regulations (B.C.Z.R.), to permit a proposed dwelling with a lot width of 50-feet in lieu of the required 70-feet, be and is hereby **GRANTED** subject to the following condition:

1. The Petitioners may apply for their building permit and be granted same upon receipt of this Order; however, Petitioners are hereby made aware that proceeding at this time is at their own risk until such time as the 30 day appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioners would be required to return, and be responsible for returning, said property to its original condition, and
2. The new home on the Petitioner's lot shall be separated at least 20 feet from the Leake home on the adjacent lot to the west. The Petitioner shall submit a revised plat to accompany indicating how the Petitioner intends to achieve this separation.

IT IS FURTHER ORDERED that the Petitioner's request to allow a sum of side yard setback of 22-feet in lieu of the required 25 feet is DENIED.

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

  
JOHN V. MURPHY  
DEPUTY ZONING COMMISSIONER  
FOR BALTIMORE COUNTY

JVM:dlw

WRITTEN RECEIVED FOR FILING  
Date 12-17-05  
By [Signature]

**COPY OF SITE PLAN FOR  
ORIGINAL VARIANCE REQUEST.**

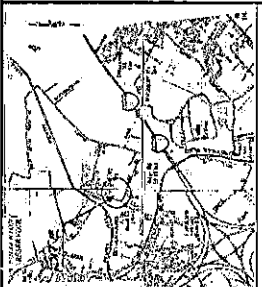
10/2/07



TOTAL ENGINEERING SERVICES  
PLANNERS, ENGINEERS, SURVEYORS  
P.O. BOX 10123  
SILVER SPRING, MD 20914  
TEL: (301) 515 1514 FAX: (301) 515 5569

PROJECT NAME  
4813 RIDGE ROAD  
PARCEL 22  
E OF WADE AVENUE  
BALTIMORE COUNTY, MARYLAND

DRAWING TITLE  
SITE AND GRADING PLAN  
1 OF 1  
09-1-05



SCALE: 1" = 200'

LOCATION INFORMATION

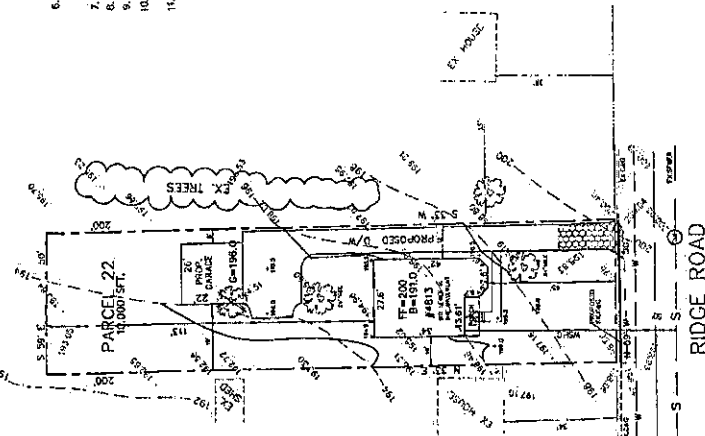
|                            |             |        |   |
|----------------------------|-------------|--------|---|
| ELECTION DISTRICT          | 14          | YES NO | X |
| COUNCILMANIC DISTRICT      | 6           | YES NO | X |
| 1" = 200' SCALE MAP #      | 6013        |        |   |
| ZONING                     | RUE.13      |        |   |
| LOT SIZE                   | 10,000 S.F. |        |   |
| SEWER                      | X           |        |   |
| WATER                      | X           |        |   |
| CHURCH/RECREATIONAL AREA   |             |        |   |
| IN-YEAR LOT/PLAN           |             |        |   |
| HISTORIC REPAIR/REBUILDING |             |        |   |
| PERM ZONING/PLANNING       |             |        |   |

REVISIONS

|     |         |                   |
|-----|---------|-------------------|
| NO. | DATE    | DESCRIPTION       |
| 1   | 10/2/07 | ISSUED FOR PERMIT |

### SEQUENCE OF CONSTRUCTION

1. CONTRACTOR TO NOTIFY BALTIMORE COUNTY DEPARTMENT OF PUBLIC WORKS PRIOR TO START OF WORK.
2. EXISTING EROSION AND SEDIMENT CONTROL PLAN (1 DAY)
3. CLEARING THE SITE
4. CONTACT APPROPRIATE INSPECTING AGENCY (10 DAYS)
5. FILLING ACTIVITY IS PERMITTED UNTIL THE INSPECTING AGENCY CERTIFIES THAT ALL REQUIRED EROSION AND SEDIMENT CONTROL MEASURES ARE IN PLACE AND ARE BEING MAINTAINED TO THE RELEVANT CONSTRUCTION STANDARDS (2 DAYS)
6. SEDIMENT CONTROL PRACTICES WILL BE MAINTAINED ACCORDING TO THE MARYLAND 1994 STANDARDS AND THE BALTIMORE COUNTY REGULATIONS UNTIL THE ENTIRE SITE IS STABILIZED, INSPECTED, AND SIGNED APPROVAL IS GIVEN BY THE APPROPRIATE DEPARTMENT (7 DAYS)
7. CONSTRUCT FOOTERS AND FOUNDATION FOR THE NEW HOUSE.
8. EXISTING EROSION AND SEDIMENT CONTROL MEASURES TO BE MAINTAINED FOR THE HOUSE WHILE SITE WORK IS UNDERWAY (10 DAYS)
9. ONLY MINIMAL GRADING IMMEDIATELY AROUND HOUSE.
10. UTILITY INSTALLATION (7 DAYS)
11. TOP SOILING OR STABILIZATION OF DISTURBED AREAS (3 DAYS)
12. MAINTAIN AGENCY APPROVAL FOR THE REMOVAL OF EROSION AND SEDIMENT CONTROL MEASURES.
13. REMOVAL OF EROSION AND SEDIMENT CONTROL PRACTICES.
14. STABILIZE WHERE NECESSARY (2 DAYS)



RIDGE ROAD

### SEDIMENT CONTROL NOTES

1. EXACT LOCATION OF SEDIMENT CONTROL DEVICES TO BE DETERMINED BY THE CONTRACTOR.
2. EXISTING EROSION AND SEDIMENT CONTROL PLAN (1 DAY)
3. STABILIZED CONSTRUCTION ENTRANCE TO BE PER MD SEC STD. DETAIL 7A.
4. MAINTAIN STOCKPILE AREA WITHIN LIMITS OF DISTURBANCE AND ADDITIONAL SEDIMENT DEVICES TO PREVENT RUNOFF IF DEEMED NECESSARY BY THE COUNTY INSPECTOR.
5. PROVIDE ANY ADDITIONAL SEDIMENT CONTROL MEASURES AS DIRECTED BY THE COUNTY INSPECTOR.

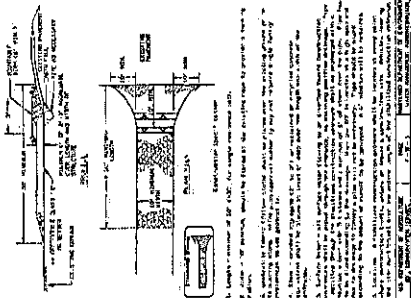
### DEVELOPER

MANAGER/DEVELOPER  
P.O. BOX 10123  
SILVER SPRING, MD 20914  
OWNER  
LINDA WINKLER  
7023 KOLEA AVE.  
BALTIMORE, MD 21236

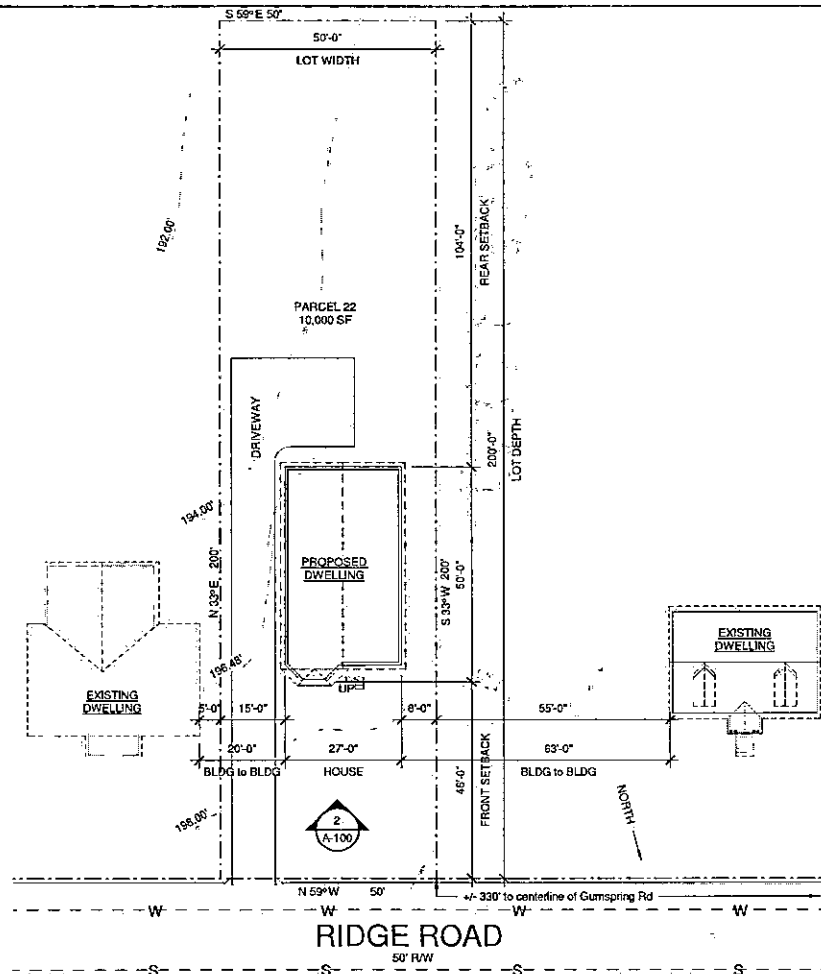
### GENERAL NOTES

1. UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL TEST AT 10' DEPTH TO VERIFY EXACT LOCATION.
2. THIS PLAN WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
4. ALL SURFACE IS TO BE FINISHED WITHIN 10' OF ALL PROPOSED AND EXISTING STRUCTURES. CONSPICUOUS ARE TO BE DECIDED TO THE STREET AND AWAY FROM ADJACENT HOUSES.

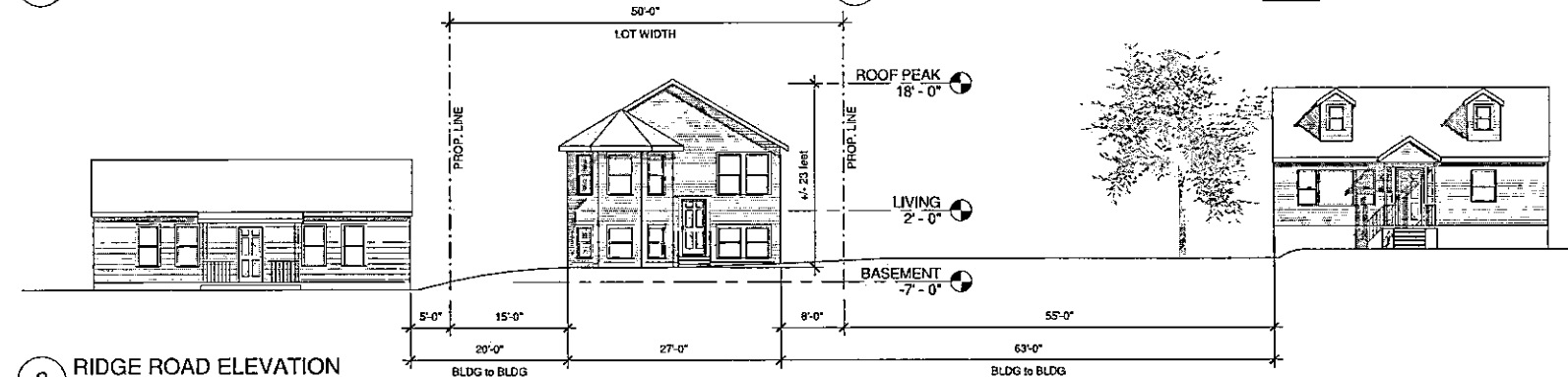
DETAIL 22 - STABILIZED ENTRANCE - DETAIL 22



**COPY OF SITE PLAN FOR MOST  
RECENT VARIANCE REQUEST**



1 SITE PLAN  
1" = 20'-0"



2 RIDGE ROAD ELEVATION  
3/32" = 1'-0"

## GENERAL PROJECT INFO

OWNER: BUSH RIVER, LLC  
ADDRESS: 4813 RIDGE ROAD  
ROSEDALE, MD 21237  
OVERLAY DISTRICTS: NONE  
TAX ACCOUNT: 1423050400  
TAX MAP / PARCEL: 081C2 / 082A2

### BUILDING INFORMATION

ZONING: DR-3.5  
USE GROUP: SINGLE-FAMILY RESIDENTIAL  
LOT AREA (EXISTING): 10,000 SF

### ZONING INFO

MINIMUM FRONT SETBACK: 25 FEET  
MINIMUM REAR SETBACK: 30 FEET  
MINIMUM SIDE SETBACK: 25 FEET COMBINED SETBACK (NO LESS THAN 10 FEET ON ANY SIDE)  
MAXIMUM BLDG HEIGHT: 50 FEET

### PROPOSED SITE:

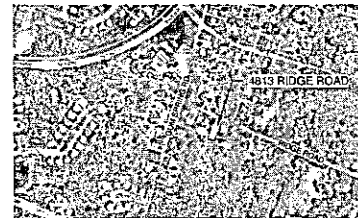
FRONT SETBACK: 48 FEET  
REAR SETBACK: 104 FEET  
SIDE SETBACK: 23 FEET COMBINED SETBACK (NO LESS THAN 8 FEET ON ANY SIDE)  
MAXIMUM BLDG HEIGHT: 50 FEET

### DESCRIPTION OF WORK

New construction of a single-family house on existing vacant property. 2 level home, 3 bedroom, 2 1/2 bathroom with driveway access off Ridge Road.

### REASON FOR APPEAL

Request for 23 feet combined side yard in lieu of DR-3.5 regulatory standard 25 feet. This existing, narrow 50 foot wide lot with 25 feet of setback produces an inefficient 25' wide single-family house layout. Proposed variance will maintain a minimum of 20 feet separation from 4813 Ridge Road existing house, per zoning decision in case 2006-0204-A. Existing home at 4809 stands approximately 63 feet away from proposed structure. Proposed site will provide sufficient front yard and rear yard setback with a respectful adherence to building height relating well to neighboring structures.



3 VICINITY MAP  
NTS

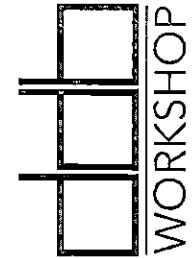
THEREFORE, IT IS ORDERED, by the Deputy Zoning Commissioner for Baltimore County, this 1 day of December, 2016, that a variance from Section 14B-22.1 of the Baltimore County Zoning Regulations (B.C.Z.R.), to permit a proposed dwelling with a lot width of 50 feet to less than the required 70 feet, be and is hereby GRANTED subject to the following conditions:

- The provisions may apply for their building permit and be passed upon upon receipt of the Order, however, Petitioners are hereby made aware that proceeding in this kind as if they were not until such time as the 30-day appellate process from the Order has expired. If, for whatever reason, the Order is reversed, the Petitioners would be required to re-apply, and be responsible for ensuring, and property to its original condition, and
- The new house on the Petitioner's lot shall be situated at least 23 feet from the existing house on the adjacent lot to the west. The Petitioner shall submit a covenant, plan to accompany the building permit Petitioner intends to achieve this separation.

IT IS FURTHER ORDERED that the Petitioner's request to allow a sum of side yard setback of 23 feet in lieu of the required 25 feet is GRANTED.

### ZONING CASE HISTORY

CASE #: 2006-0204-A



architect | designer  
ddb WORKSHOP, LLC

11110 Radcliff Lane  
Fulton, MD 20759  
301.580.1441

project \_\_\_\_\_

## 4813 Ridge Road Variance

4813 Ridge Road  
Rosedale, MD 21237

Seal | Signature \_\_\_\_\_

revisions  
No. Date Title  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SITE PLAN AND PROPERTY INFO

Issue Date: 11-14-17

A-100

THIS HOME HAS BEEN DESIGNED SPECIFICALLY FOR:

BUILDER:

# SPEC

PERRY HALL, MD  
BALTIMORE COUNTY

## MARYLAND CUSTOM BUILDERS

CHAMPION

MODULAR

CHAMPION MODULAR, INC. - FACTORY 041  
LIVERPOOL, PA 17045

BRAND:

excel  
HOMES

BUILDER:

MARYLAND CUSTOM

CUSTOMER/PROJECT:

SPEC

ENGINEER'S / ARCHITECT'S SEAL

APPROVER'S SEAL

MODIFICATIONS

PDZ

9-19-17 ATT

PROJECT:

40709  
RAISED RANCH

TITLE:

COVER SHEET

DRAWN BY: ST

DATE: 09-15-17

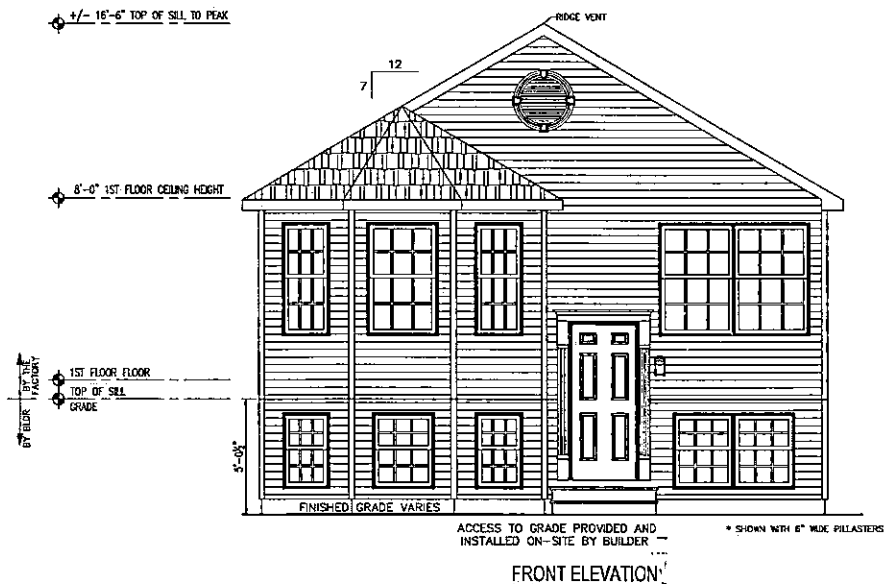
SCALE:

FILENAME: 40709PD

SHEET:

COVER

PROPRIETARY AND CONFIDENTIAL  
THESE DRAWINGS AND SPECIFICATIONS ARE ORIGINAL  
PROPRIETARY AND CONFIDENTIAL MATERIALS OF CHAMPION  
COPYRIGHT © 1976-2014 BY CHAMPION



### NOTES:

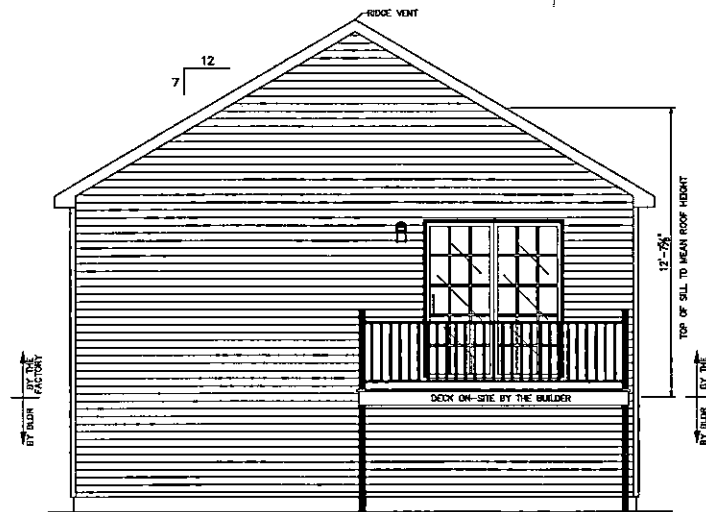
1. ITEMS SHOWN ON THE EXTERIOR ELEVATION DRAWINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY
2. GRILLS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY (SEE WINDOW MANUFACTURER CATALOG FOR ACTUAL GRILL PATTERN)

### SITE CONDITIONS:

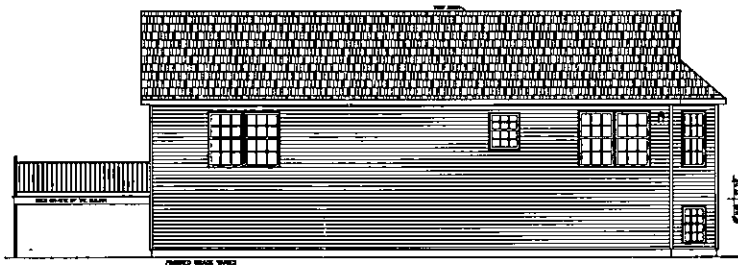
|                    |                           |     |
|--------------------|---------------------------|-----|
| GROUND SNOW LOAD:  | 35                        | PSF |
| WIND SPEED:        | 90                        | MPH |
| EXPOSURE:          | B                         |     |
| SEISMIC CATEGORY:  | -                         |     |
| USE GROUP:         | SINGLE FAMILY             |     |
| CONSTRUCTION TYPE: | V8 WOOD FRAME UNPROTECTED |     |

### SQUARE FOOTAGE:

|               |                         |         |
|---------------|-------------------------|---------|
| FIRST FLOOR:  | 1,134                   | SQ. FT. |
| SECOND FLOOR: | -                       | SQ. FT. |
| BONUS ROOM:   | -                       | SQ. FT. |
| GARAGE:       | -                       | SQ. FT. |
| TOTAL:        | 1,134                   | SQ. FT. |
| OVERALL SIZE: | 25'-0" x 44'-0" x 8'-0" |         |
| MODEL:        | RAISE RANCH             |         |



REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

NOTES:

1. ITEMS SHOWN ON THE EXTERIOR ELEVATION DRAWINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY

CHAMPION  
MODULAR

CHAMPION MODULAR, INC. - FACTORY 041  
LIVERPOOL, PA 17045

BRAND:

excel  
HOMES

BUILDER:

MARYLAND CUSTOM BLDRE

CUSTOMER/PROJECT:

SPEC

ENGINEER'S / ARCHITECT'S SEAL

APPROVER'S SEAL

MODIFICATIONS

PROJECT:

40709  
RAISED RANCH

TITLE:

ELEVATIONS

DRAWN BY: ST

DATE: 09-15-17

SCALE:

FILENAME: 40709PD

SHEET:

ELEVATIONS

PROPRIETARY AND CONFIDENTIAL  
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CHAMPION

MODULAR

CHAMPION MODULAR, INC. - FACTORY 041  
LIVERPOOL, PA 17045

BRAND:

excel  
HOMES

BUILDER:

MARYLAND CUSTOM BLDRE

CUSTOMER/PROJECT:

SPEC

ENGINEER'S / ARCHITECT'S SEAL

APPROVERS SEAL

MODIFICATIONS

PROJECT:

40709  
RAISED RANCH

TITLE:

FIRST FLOOR  
FLOOR PLAN

DRAWN BY: ST

DATE: 09-15-17

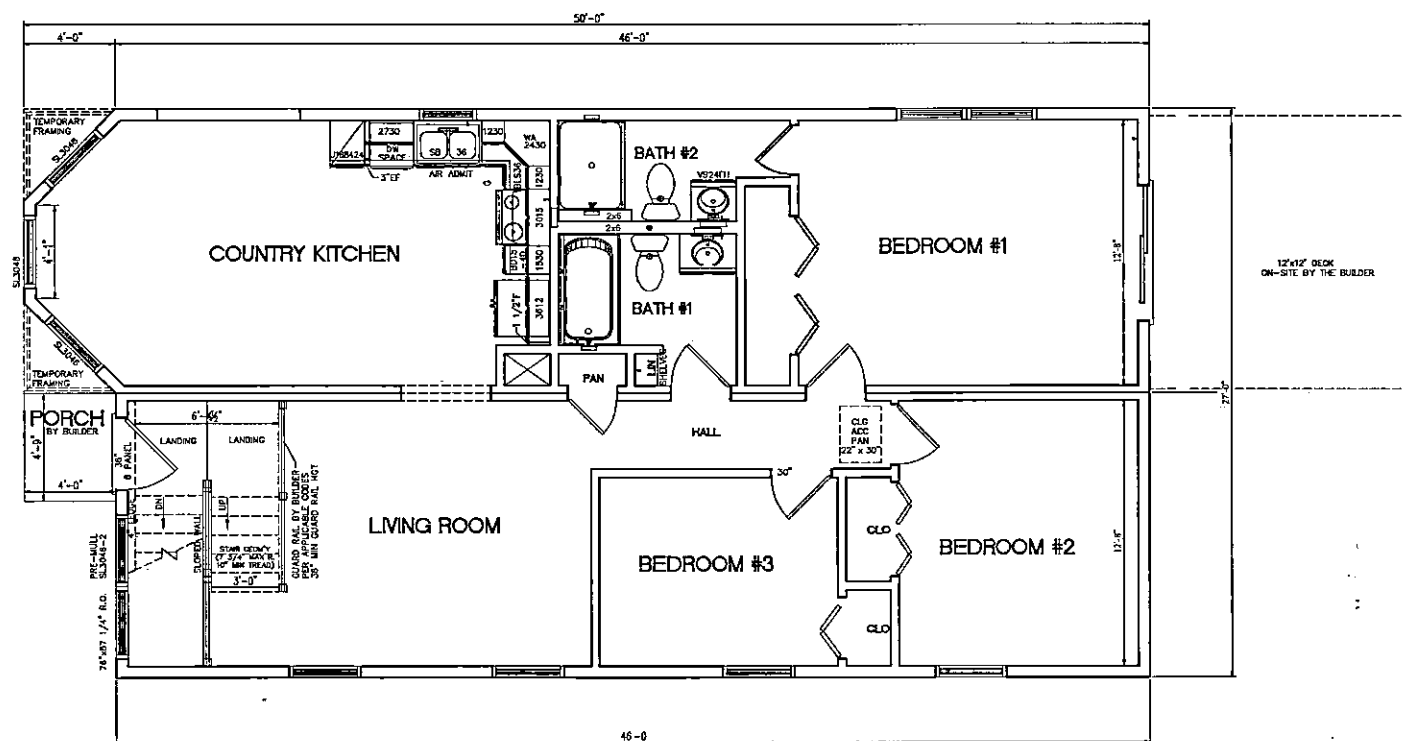
SCALE: 3/16" = 1'-0"

FILENAME: 40709FD

SHEET:

1ST FLR

PROPRIETARY AND CONFIDENTIAL  
THESE DRAWINGS AND SPECIFICATIONS ARE ORIGINAL  
PROPERTY AND CONFIDENTIAL PATENT RIGHTS OF CHAMPION.  
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NOTES:

1. 2x6 EXT WALLS @ 16" O.C./2x4 MARR WALLS @ 16" O.C. (EXCEPT AS NOTED)
2. 8'-0" CLG HT.
3. 2x10 SPF#2 FLOOR JOISTS @ 16" O.C.
4. ROOF SYSTEM TO BE 16" O.C.
5. SILVERLINE 3000 SERIES DOUBLE HUNG WINDOWS
6. THIS HOUSE IS TO BE BUILT UNDER THE MARYLAND APPROVED MODULAR BUILDING SYSTEM.
7. BASED ON 90 MPH WIND LOAD & EXPOSURE "B"
8. SITE LOCATION: PERRY HALL, MD; BALTIMORE COUNTY; 35 PSF GROUND SNOW LOAD

COPY OF ZONING ADVISORY  
COMMITTEE COMMENTS FOR  
MOST RECENT VARIANCE  
REQUEST

# BALTIMORE COUNTY, MARYLAND

## INTER-OFFICE MEMORANDUM

**TO:** Arnold Jablon  
Deputy Administrative Officer and  
Director of Permits, Approvals and Inspections

**DATE:** 12/5/2017

**FROM:** Andrea Van Arsdale  
Director, Department of Planning

**SUBJECT:** ZONING ADVISORY COMMITTEE COMMENTS  
Case Number: 18-136

**INFORMATION:**

**Property Address:** 4813 Ridge Road  
**Petitioner:** Bush River, LLC  
**Zoning:** DR 3.5  
**Requested Action:** Variance

The Department of Planning has reviewed the petition for variance to permit a proposed single family dwelling with a side yard setback of 8 feet and a summation of side yard setbacks of 23 feet in lieu of the minimum required 10 feet and sum of 25 feet.

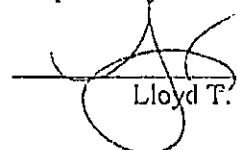
A site visit was conducted on November 29, 2017.

The Department has no objection to granting the petitioned zoning relief conditioned upon the following:

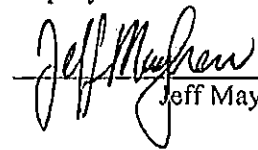
- Maintain the proposed dwelling situation and orientation as depicted on the submitted site plan.
- Maintain condition #2 as imposed in the Order for zoning case no. 06-204-A.
- Provide vegetative screening along the common property line for the subject property and 4815 Ridge Rd. in the vicinity of the existing and proposed dwellings.

For further information concerning the matters stated herein, please contact Ngone Seye Diop at 410-887-3480.

**Prepared by:**

  
Lloyd T. Moxley

**Deputy Director:**

  
Jeff Mayhew

AVA/KS/LTM/kac:

Ngone Seye Diop  
Bush River, LLC  
Office of the Administrative Hearings  
People's Counsel for Baltimore County

his 1 day of December, 2005, that a variance from Section 1B02.3C.1 of the County Zoning Regulations (B.C.Z.R.), to permit a proposed dwelling with a lot width in lieu of the required 70-feet, be and is hereby GRANTED subject to the following

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

ie new home on the Petitioner's lot shall be separated at least 20 feet from the Leake me on the adjacent lot to the west. The Petitioner shall submit a revised plat to company indicating how the Petitioner intends to achieve this separation.

: FURTHER ORDERED that the Petitioner's request to allow a sum of side yard

22-feet in lieu of the required 25 feet is DENIED.

## VING CASE HISTORY

#: 2006-0204-A



Seal | Signature \_\_\_\_\_

revisions \_\_\_\_\_

No. Date Title \_\_\_\_\_

## SITE PLAN AND PROPERTY INFO

Issue Date: 11-14-17

# A-100

Petitioner  
CBA Exhibit

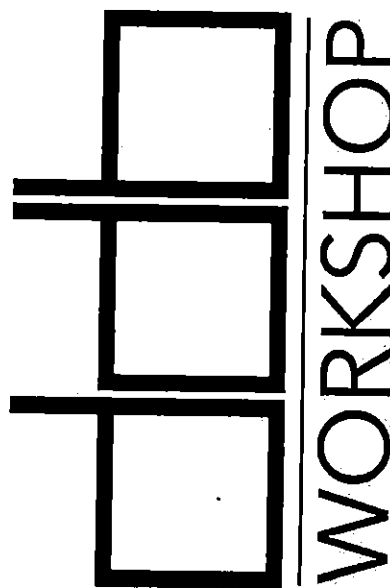
L

NO LESS THAN 10 FEET ON ANY SIDE)

NO LESS THAN 8 FEET ON ANY SIDE)

om, 2 1/2 bathroom with driveway access off Ridge Road.

t. This existing, narrow 50 foot wide lot with 25 feet of  
ill maintain a minimum of 20 feet separation from 4815  
809 stands approximately 63 feet away from proposed  
ectful adherence to building height relating well to



architect / designer \_\_\_\_\_

**ddb WORKSHOP, LLC**

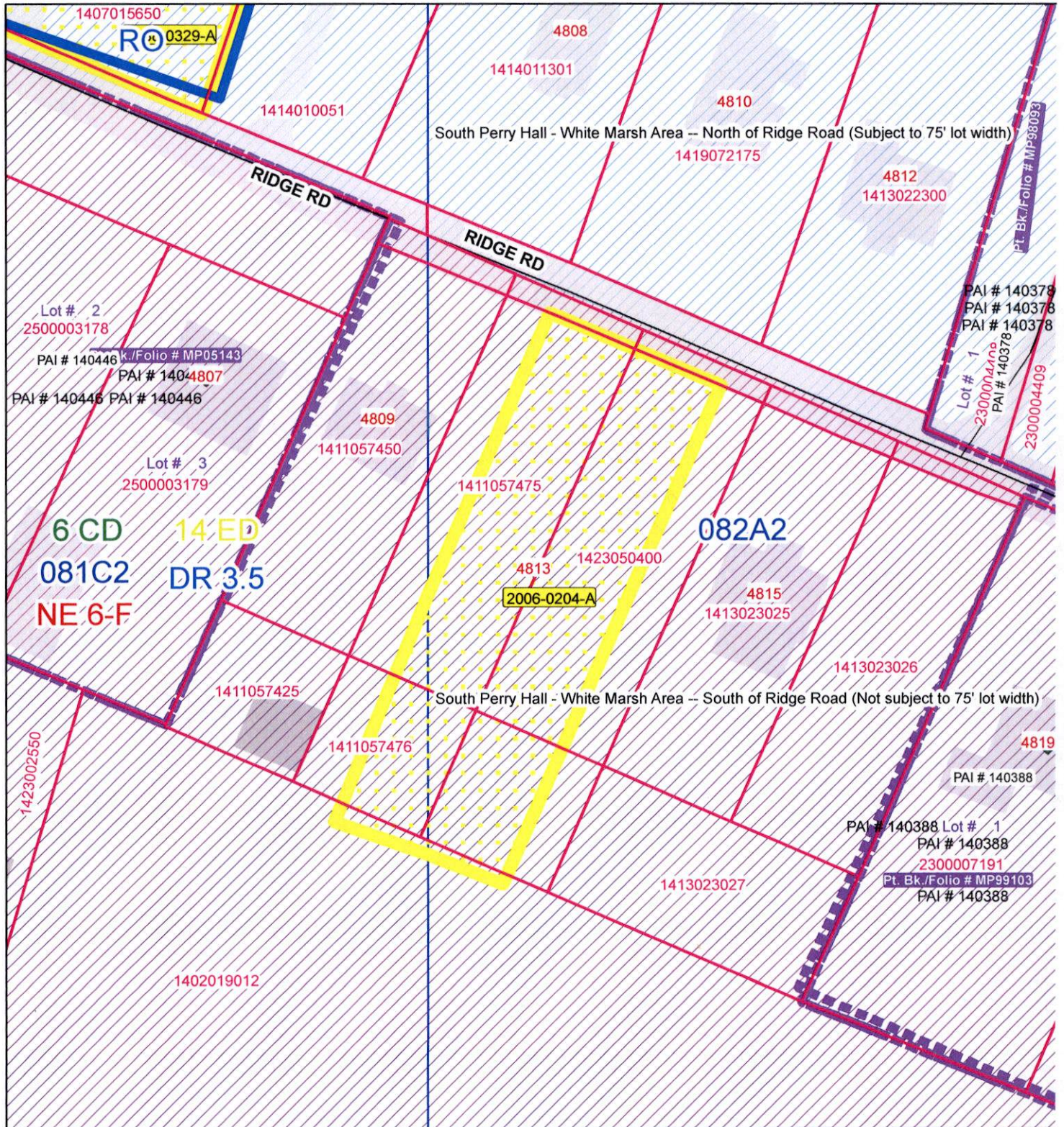
11110 Radcliff Lane  
Fulton, MD 20759  
301.580.1441

project \_\_\_\_\_

## **4813 Ridge Road Variance**

4813 Ridge Road  
Rosedale, MD 21237

# 4813 Ridge Road



Publication Date: 11/16/2017



Publication Agency: Permits, Approvals & Inspections  
Projection/Datum: Maryland State Plane,  
FIPS 1900, NAD 1983/91 HARN, US Foot

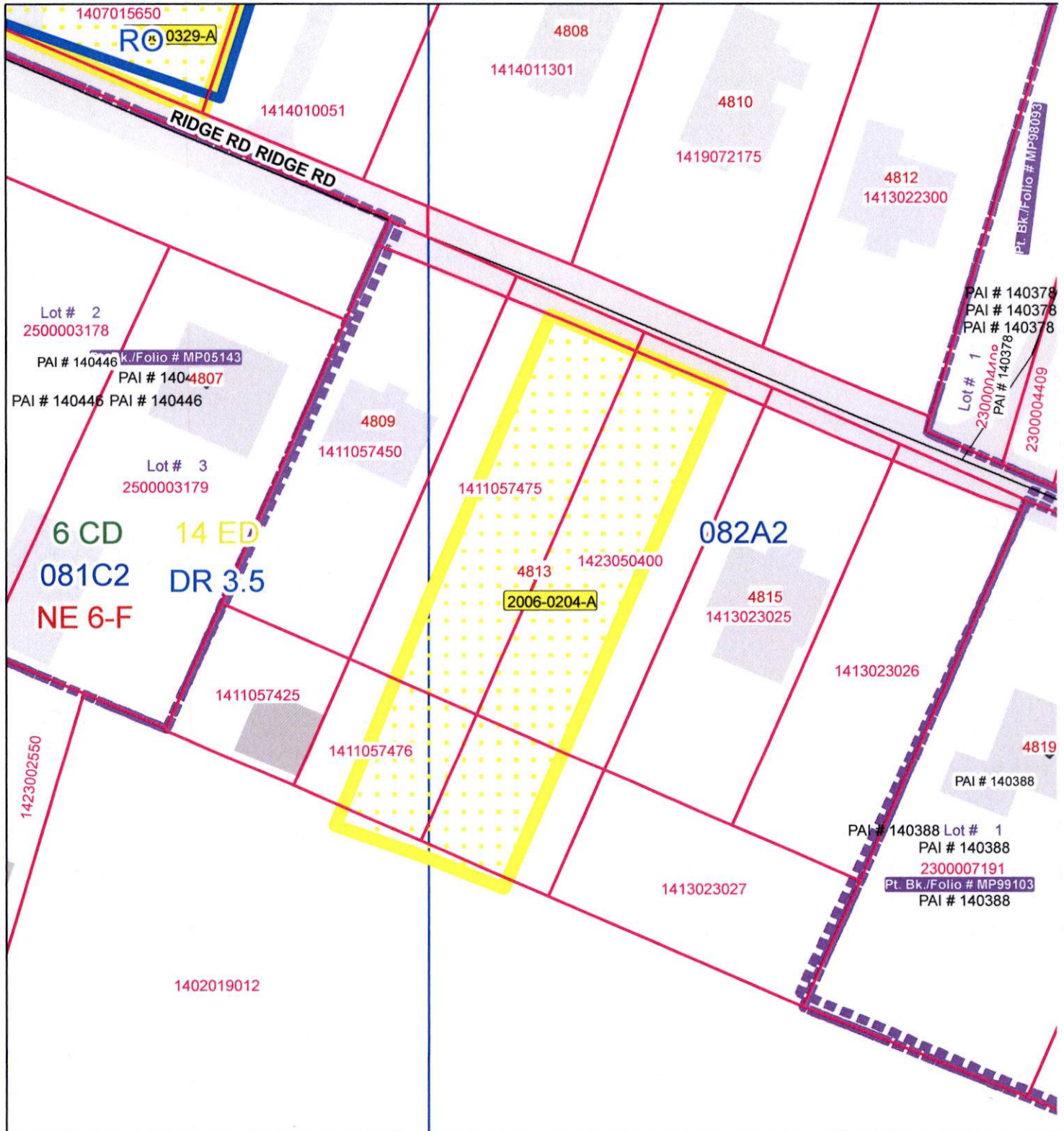


0 12.525 50 75 100 Feet

1 inch = 50 feet

Item #0136

# 4813 Ridge Road



Publication Date: 11/16/2017



Publication Agency: Permits, Approvals & Inspections  
 Projection/Datum: Maryland State Plane,  
 FIPS 1900, NAD 1983/91 HARN, US Foot



0 12.525 50 75 100 Feet

1 inch = 50 feet

Item #0136

### My Neighborhood

Select a Property from the Map

Enter ADDRESS or 10-DIGIT TAX ACCOUNT

1423050400

Search

Multiple Records Found

Number of features found: 3

#### RIDGE RD

Tax Account Number: 1423050400  
Owner Name: BUSH RIVER LLC  
Premise Address: RIDGE RD  
Tax Map: 0082  
Parcel: 0022  
Real Property Report: [More info](#)

[Generate Report for this Property](#)

#### RIDGE RD

Tax Account Number: 1423050400  
Owner Name: BUSH RIVER LLC  
Premise Address: RIDGE RD  
Tax Map: 0082  
Parcel: 0022  
Real Property Report: [More info](#)

[Generate Report for this Property](#)

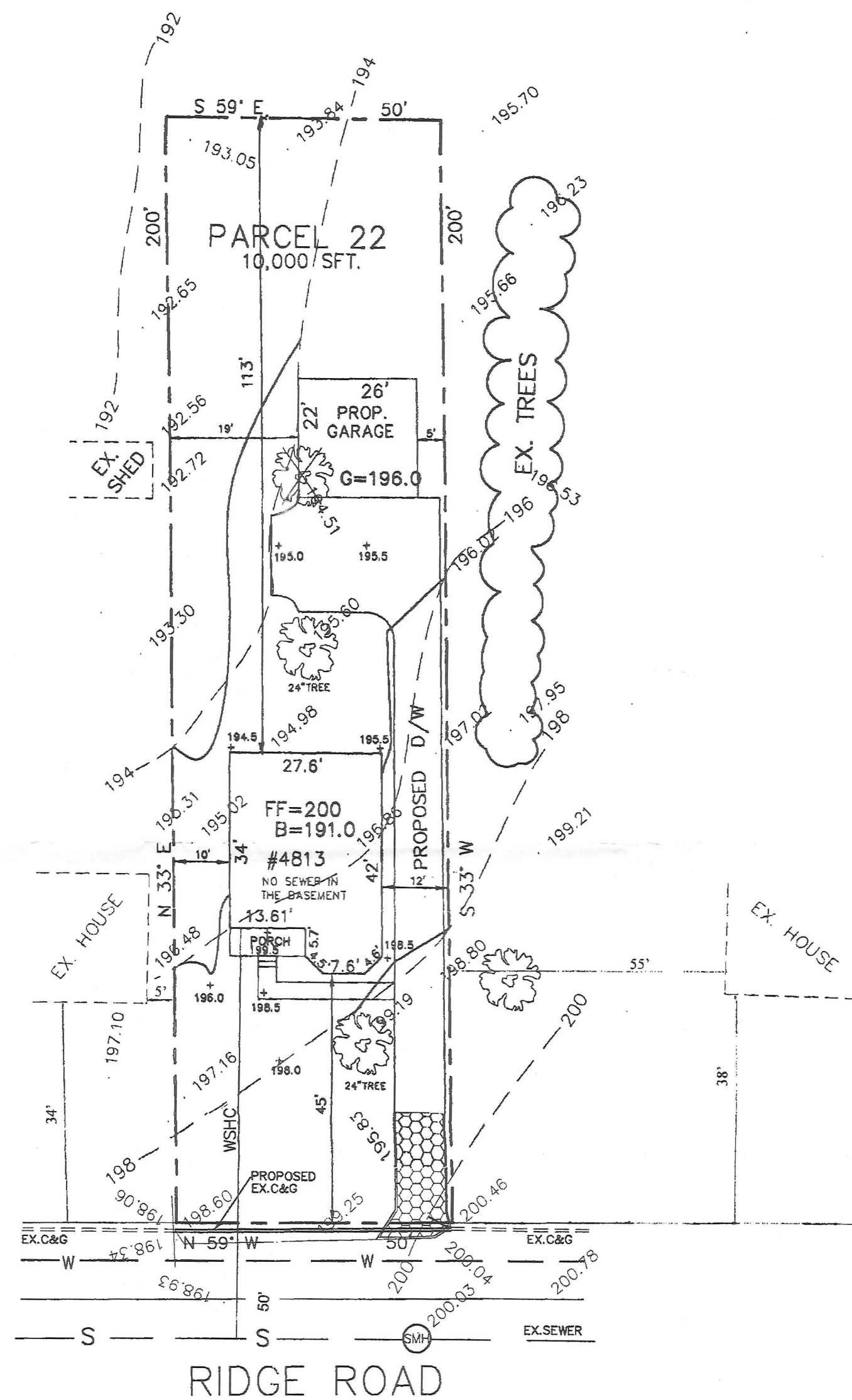
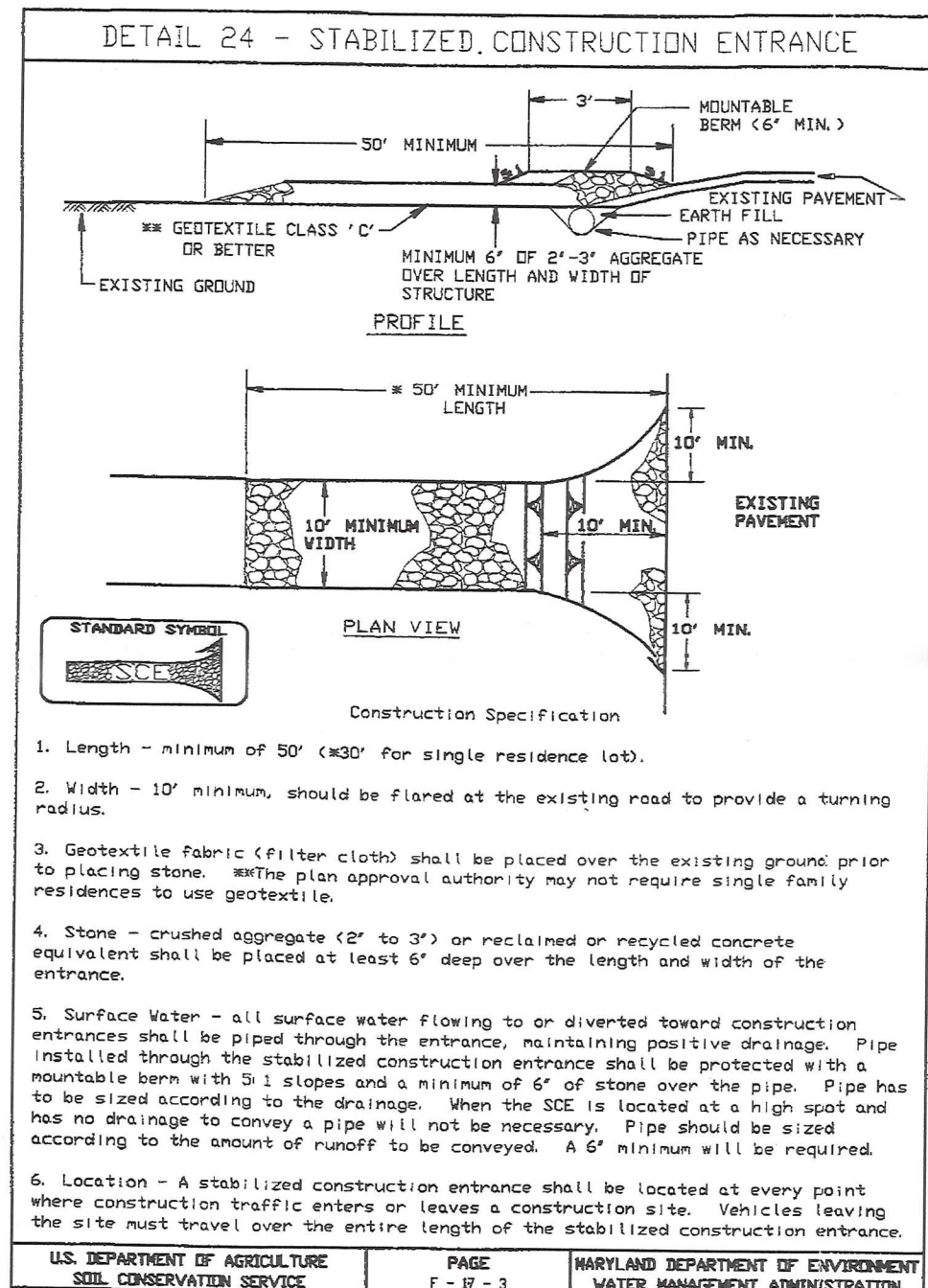
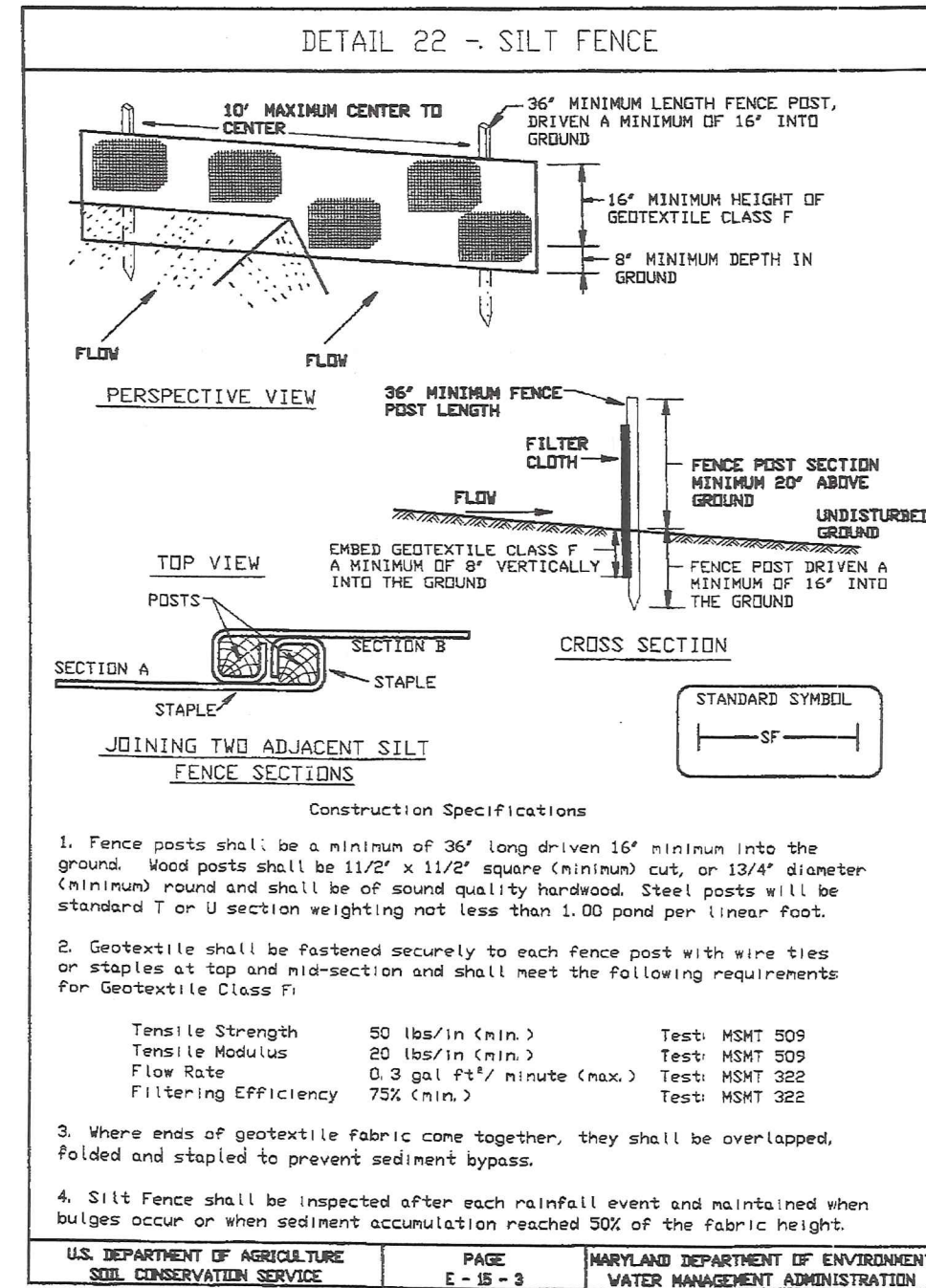
#### RIDGE RD

Tax Account Number: 1423050400  
Owner Name: BUSH RIVER LLC  
Premise Address: RIDGE RD  
Tax Map: 0082  
Parcel: 0022  
Real Property Report: [More info](#)

[Generate Report for this Property](#)

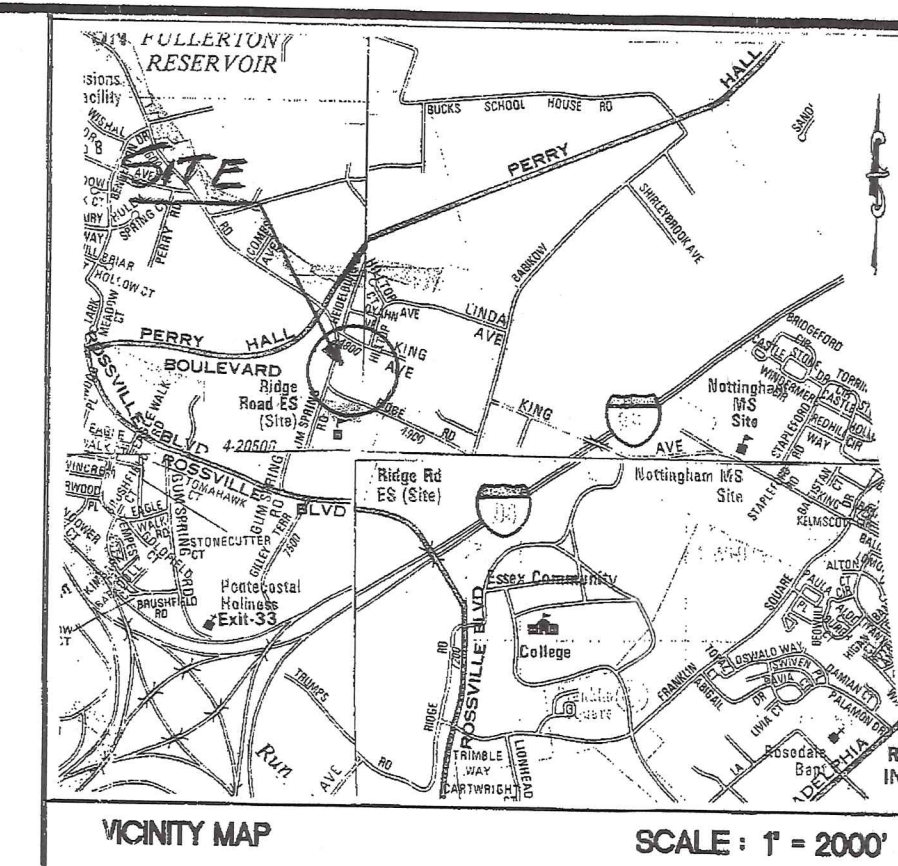


Item #0136



# SEQUENCE OF CONSTRUCTION

- CONTRACTOR TO NOTIFY BALTIMORE COUNTY DEPARTMENT OF PUBLIC WORKS PRIOR TO START OF WORK.
- INSTALLATION OF EROSION AND SEDIMENT CONTROL PRACTICES WHERE INDICATED ON THIS APPROVED EROSION AND SEDIMENT CONTROL PLAN. (1 DAY)
- CLEARING THE SITE
- CONTACT APPROPRIATE INSPECTING AGENCY. NO FURTHER ACTIVITY IS PERMITTED UNTIL THE INSPECTING AGENCY CERTIFIES THAT ALL REQUIRED EROSION AND SEDIMENT CONTROL ARE PROPERLY INSTALLED ACCORDING TO THE RELEVANT CONSTRUCTION STANDARDS. (2 DAYS)
- SEDIMENT CONTROL PRACTICES WILL BE MAINTAINED ACCORDING TO THE MARYLAND 1994 STANDARDS AND THE BALTIMORE COUNTY REGULATIONS UNTIL THE ENTIRE SITE IS STABILIZED, INSPECTED, AND SIGNED. APPROVAL IS GIVEN BY THE APPROPRIATE DEPARTMENT. (7 DAYS)
- CONSTRUCT FOOTERS AND FOUNDATION FOR THE NEW HOUSE. CONTINUE CONSTRUCTION FOR THE HOUSE WHILE SITE WORK IS GOING ON. (10 WEEKS)
- ONLY MINIMAL GRADING IMMEDIATELY AROUND HOUSE.
- UTILITY INSTALLATION. (7 DAYS)
- TOP SOILING OR STABILIZATION OF DISTURBED AREAS. (3 DAYS)
- REQUEST AGENCY APPROVAL FOR THE REMOVAL OF EROSION AND SEDIMENT CONTROL MEASURES.
- REMOVAL OF EROSION AND SEDIMENT CONTROL PRACTICES. STABILIZE WHERE NECESSARY. (2 DAYS)

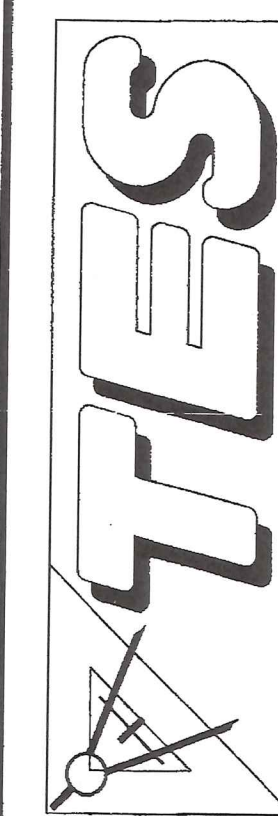


## LOCATION INFORMATION

|                             |                       |
|-----------------------------|-----------------------|
| ELECTION DISTRICT           | 14                    |
| COUNCILMANIC DISTRICT       | 6                     |
| 1" = 200' SCALE MAP #       | 082A2                 |
| ZONING                      | D.R. 3.5              |
| LOT SIZE                    | .25 ACREAGE           |
|                             | 10,000.00 SQUARE FEET |
| SEWER                       | X                     |
| WATER                       | X                     |
| CHEAPEAKE BAY CRITICAL AREA | YES NO<br>X           |
| 100 YEAR FLOOD PLAIN        | X                     |
| HISTORIC PROPERTY/BUILDING  | X                     |
| PRIOR ZONING HEARING        | NONE                  |

## ZONING OFFICE USE ONLY

|             |        |          |
|-------------|--------|----------|
| REVIEWED BY | ITEM # | CASE #   |
| D.T.        | 104    | 06-204-4 |



**TOTAL ENGINEERING SERVICES**  
PLANNERS, ENGINEERS, SURVEYORS  
P.O. BOX 10123  
SILVER SPRING, MD 20914  
TEL: (301) 515 1514 FAX: (301) 515 5589

## REVISION :

|          |                                     |      |
|----------|-------------------------------------|------|
| 10/06/05 | Add notes and adjacent lot setbacks | H.E. |
|----------|-------------------------------------|------|

**PROJECT NAME**  
**4813 RIDGE ROAD**  
PARCEL 22  
E OF MACE AVENUE  
BALTIMORE COUNTY, MARYLAND

## DRAWING TITLE :

|                              |                   |                     |
|------------------------------|-------------------|---------------------|
| <b>SITE AND GRADING PLAN</b> |                   |                     |
| Drawn :                      | Approved :        | Job No. :           |
| 08-1-05                      |                   |                     |
| In Charge :                  | Project Manager : | Project Architect : |
| H.E.                         | H.E.              | H.E.                |
| Scale :                      | Drawing No. :     |                     |
| 1" = 20'                     |                   |                     |
| Date :                       |                   |                     |
| 08-1-05                      | 1 OF 1            |                     |

## GENERAL NOTES

- UTILITY LOCATIONS ARE APPROXIMATE, CONTRACTOR SHALL TEST PIT TO VERIFY PRECISE LOCATION.
- THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT PROVIDED DRIVEWAY ENTRANCE AS PER COUNTY INSPECTORS INSTRUCTIONS.
- ALL RUNOFF IS TO BE DIVERTED AWAY FROM ALL PROPOSED AND EXISTING STRUCTURES, DOWNSPOUTS ARE TO BE DIRECTED TO THE STREET AND AWAY FROM ADJACENT HOMES.

## DEVELOPER

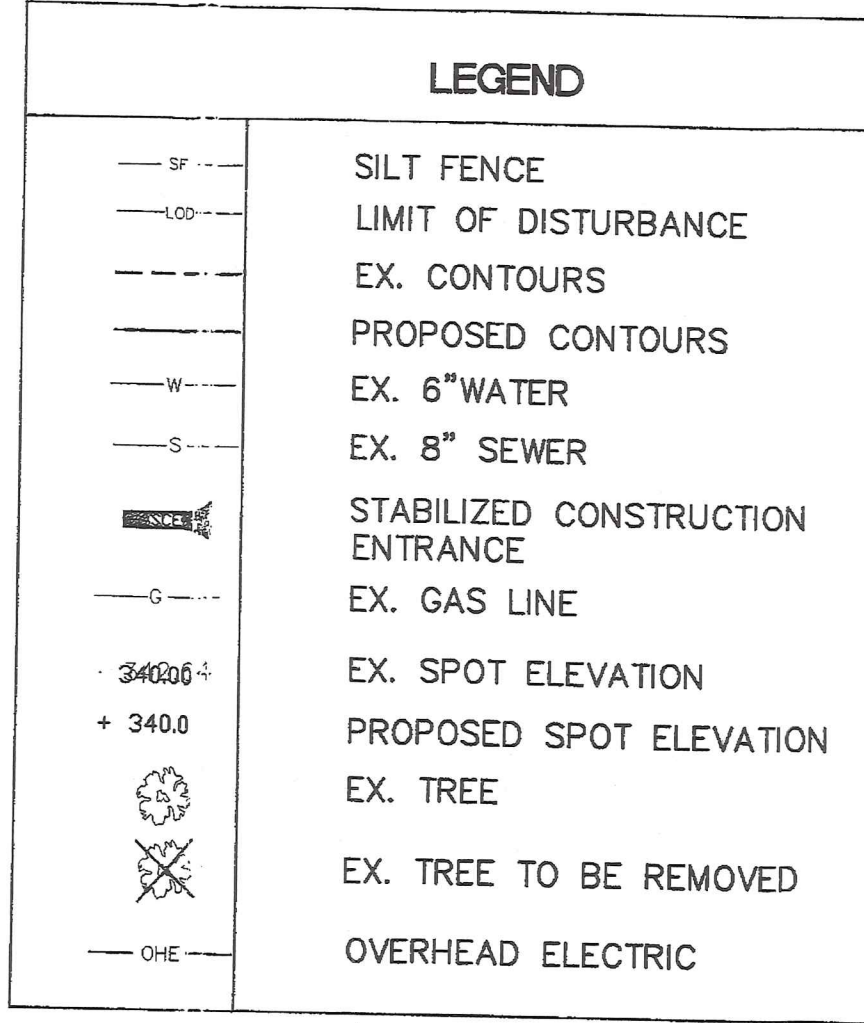
MAUTAZ S. EZZAT, PRESIDENT  
MARYLAND CUSTOM BUILDERS, INC.  
P.O. BOX 42  
CLARKSVILLE, MARYLAND 21042

**OWNER**  
LINGARD WINKLER  
7523 KENLEA AVE.  
BALTIMORE, MD. 21236

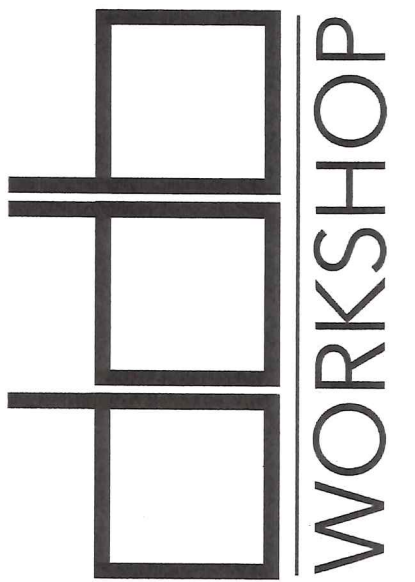
## SEDIMENT CONTROL NOTES

- EXACT LOCATION OF SEDIMENT CONTROL DEVICES TO BE DETERMINED BY COUNTY INSPECTOR.
- SILT FENCE TO BE PER MD MCS STD. DETAIL 22.
- STABILIZED CONSTRUCTION ENTRANCE TO BE PER MD SCS STD. DETAIL 24.
- MAINTAIN STOCKPILE AREA WITHIN LIMITS OF DISTURBANCE. ADD ADDITIONAL SC DEVICES TO PREVENT RUNOFF IF DEEMED NECESSARY BY COUNTY INSPECTOR.
- PROVIDE ANY ADDITIONAL SEDIMENT CONTROL MEASURES AS DIRECTED BY THE COUNTY INSPECTOR.

FOR LOCATIONS OF ALL UTILITIES CALL "MISS UTILITY" AT 1-800-257-7777 AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION.



06-204-A



architect / designer  
ddb WORKSHOP, LLC

11110 Radcliff Lane  
Fulton, MD 20759  
301.580.1441

project

## 4813 Ridge Road Variance

4813 Ridge Road  
Rosedale, MD 21237

Seal | Signature

| revisions |      |       |
|-----------|------|-------|
| No.       | Date | Title |
|           |      |       |
|           |      |       |
|           |      |       |

## SITE PLAN AND PROPERTY INFO

Issue Date: 11-14-17

# A-100

Petitioner  
CBA Exhibit

COPYRIGHT © 2017 ddb Workshop, LLC

## GENERAL PROJECT INFO

**OWNER:** BUSH RIVER, LLC  
**ADDRESS:** 4813 RIDGE ROAD  
ROSEDALE, MD 21237  
**OVERLAY DISTRICTS:** NONE  
**TAX ACCOUNT:** 1423050400  
**TAX MAP / PARCEL:** 081C2 / 082A2

### BUILDING INFORMATION

**ZONING:** DR-3.5  
**USE GROUP:** SINGLE-FAMILY RESIDENTIAL  
**LOT AREA (EXISTING):** 10,000 SF

### ZONING INFO

**MINIMUM FRONT SETBACK:** 25 FEET  
**MINIMUM REAR SETBACK:** 30 FEET  
**MINIMUM SIDE SETBACK:** 25 FEET COMBINED SETBACK (NO LESS THAN 10 FEET ON ANY SIDE)  
**MAXIMUM BLDG HEIGHT:** 50 FEET

### PROPOSED SITE:

**FRONT SETBACK:** 46 FEET  
**REAR SETBACK:** 104 FEET  
**SIDE SETBACK:** 23 FEET COMBINED SETBACK (NO LESS THAN 8 FEET ON ANY SIDE)  
**MAXIMUM BLDG HEIGHT:** 50 FEET

### DESCRIPTION OF WORK

New construction of a single-family house on existing vacant property. 2 level home, 3 bedroom, 2 1/2 bathroom with driveway access off Ridge Road.

### REASON FOR APPEAL

- Request for 23 feet combined side yard in lieu of DR-3.5 regulatory standard 25 feet.** This existing, narrow 50 foot wide lot with 25 feet of setback produces an inefficient 25' wide single-family house layout. Proposed variance will maintain a minimum of 20 feet separation from 4815 Ridge Road existing house, per zoning decision in case 2006-0204-A. Existing home at 4809 stands approximately 63 feet away from proposed structure. Proposed site will provide sufficient front yard and rear yard setback with a respectful adherence to building height relating well to neighboring structures.



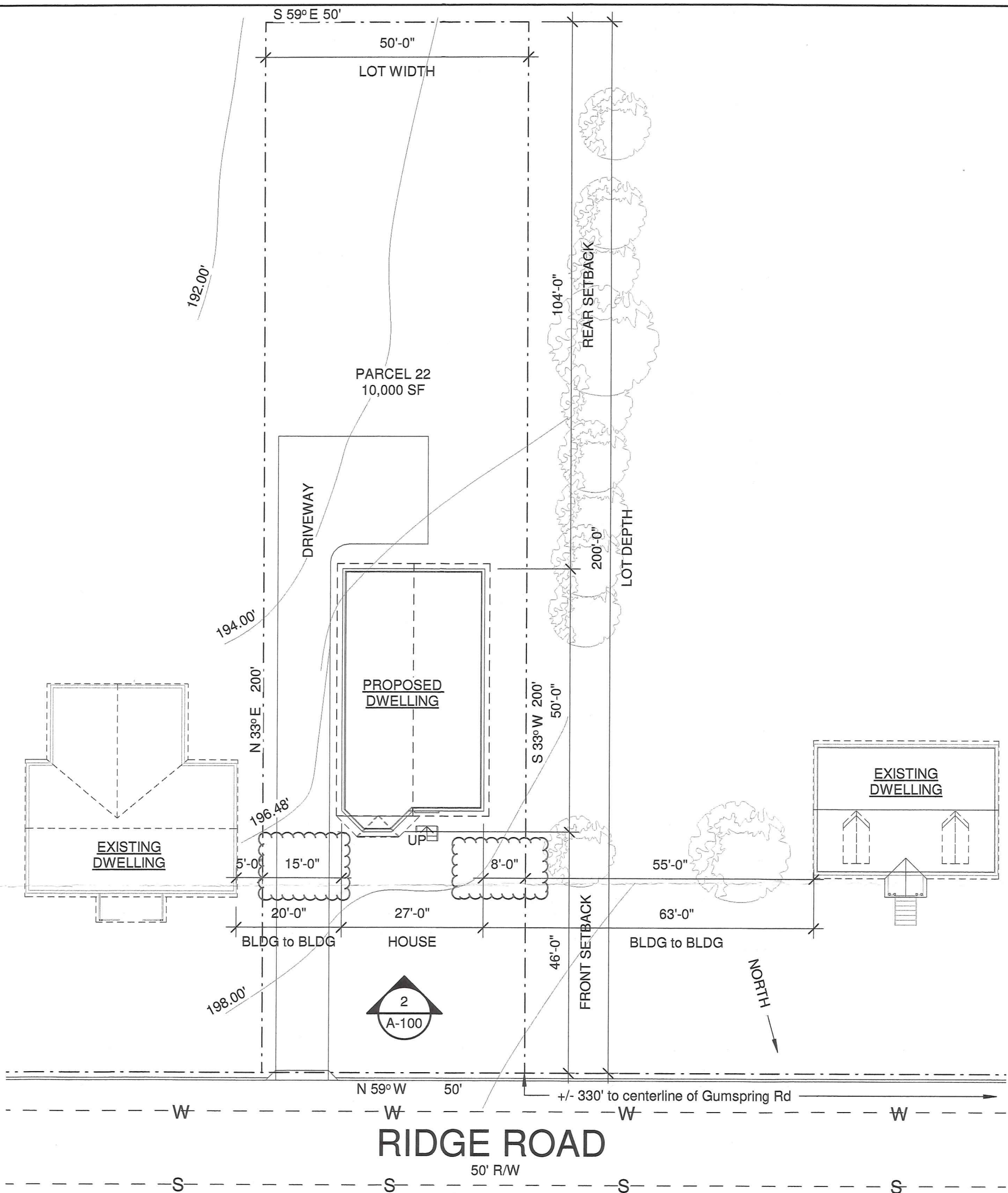
THEREFORE, IT IS ORDERED, by the Deputy Zoning Commissioner for Baltimore County, this 1 day of December, 2005, that a variance from Section 1B02.3C.1 of the Baltimore County Zoning Regulations (B.C.Z.R.), to permit a proposed dwelling with a lot width of 50-feet in lieu of the required 70-feet, be and is hereby GRANTED subject to the following condition:

- The Petitioners may apply for their building permit and be granted same upon receipt of this Order; however, Petitioners are hereby made aware that proceeding at this time is at their own risk until such time as the 30 day appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioners would be required to return, and be responsible for returning, said property to its original condition, and
- The new home on the Petitioner's lot shall be separated at least 20 feet from the Leake home on the adjacent lot to the west. The Petitioner shall submit a revised plat to accompany indicating how the Petitioner intends to achieve this separation.

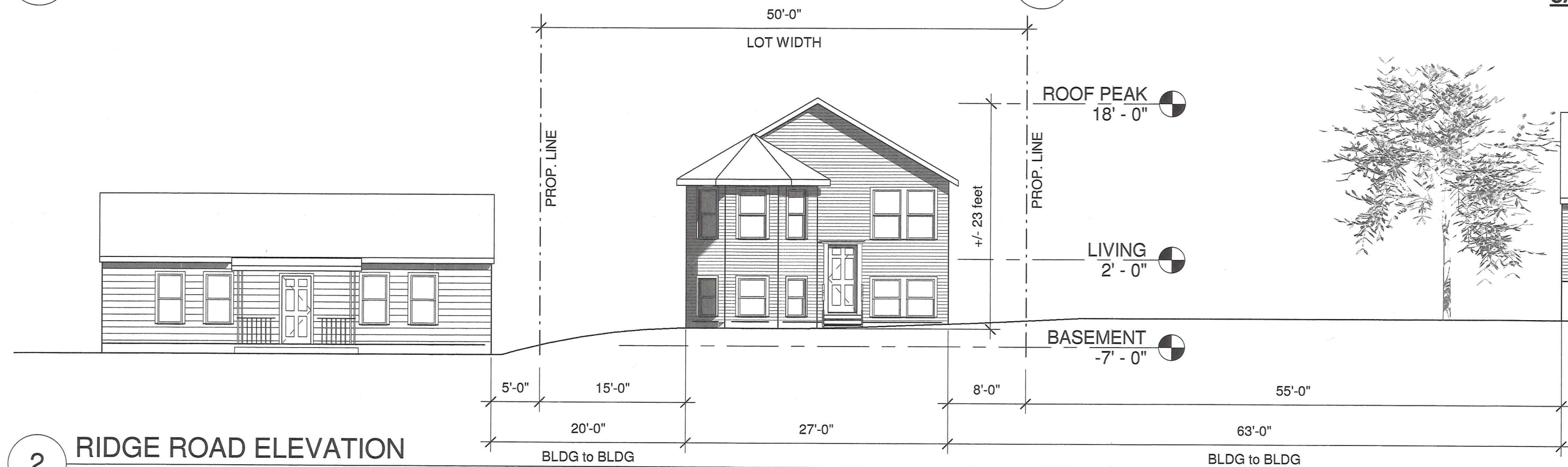
IT IS FURTHER ORDERED that the Petitioner's request to allow a sum of side yard setback of 22-feet in lieu of the required 25 feet is DENIED.

## ZONING CASE HISTORY

**CASE #:** 2006-0204-A



1 SITE PLAN  
1" = 20'-0"



2 RIDGE ROAD ELEVATION  
3/32" = 1'-0"

3 VICINITY MAP  
NTS