

OFFICE OF PLANNING & ZONING
 BY Michael Commodore
 DATE 10/15/82
 ZONING LINE

permit not
 required per Stanley Wood
 PARKING LOT

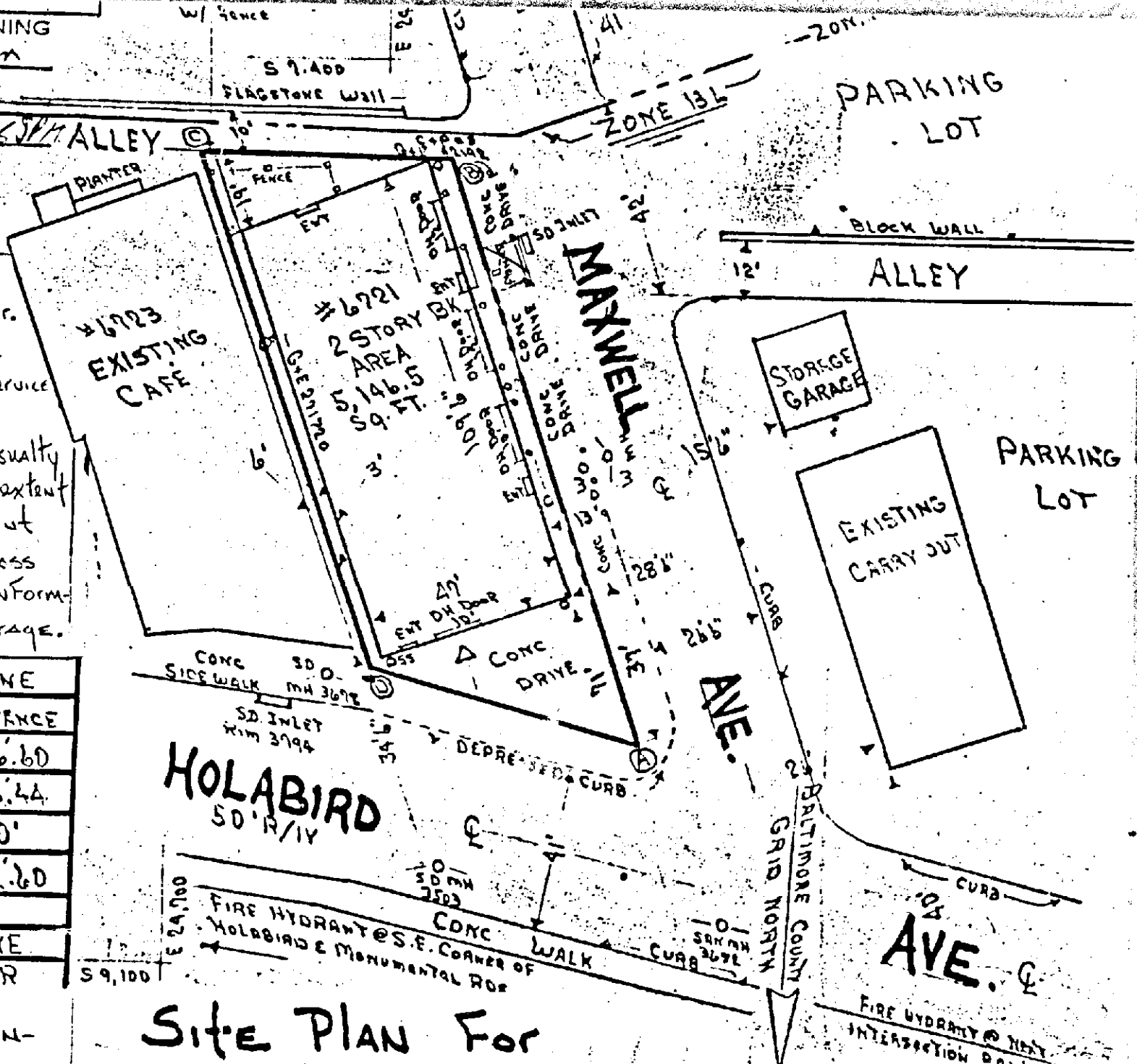
- 1) Abandonment or discontinuance for a period of one yr. or more shall terminate the NONCONFORMING use as a service garage.
2. Damage by fire or other casualty of the improvement to the extent of 75% of its replacement cost at the time of such loss shall terminate the NONCONFORMING USE AS A SERVICE GARAGE.

PROPERTY OUTLINE		
COURSE	BEARINGS	DISTANCE
A-B	N20°20'30"W	146.60
B-C	N89°02'45"W	53.44
C-D	S02°29'00"E	130'
D-A	S73°30'00"E	62.60
SCALE 1" = 30'		
6721 HOLABIRD AVE		
D.O. & SC. STARLIPER		

CASE 22-176 Sph, Non-Conforming Use, Ser. Garage

Site Plan For
 6721 Holabird Ave.

12th Election District
 BL ZONING



PETITION FOR SPECIAL HEARING TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and in accordance with a par. hereof, hereby petition for a Special Hearing under Section 500.7 of the Baltimore County Zoning Regulations, to determine whether or not the Zoning Commissioner and/or Deputy Zoning Commissioner should approve a non-conforming use of the property known as 6721 Holabird Avenue as a service garage.

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of the above Special Hearing advertising, posting, etc., upon filing of this Petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

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

Contract Purchaser: Legal Owner(s):
(Type or Print Name) Donald O. Starlipper
Signature: [Signature]
Address: Scharley C. Starlipper
(Type or Print Name)
Signature: [Signature]
City and State: Dundalk, Maryland
Name, address and phone number of legal owner, contract purchaser or representative to be contacted:
John O. Hennegan
Address: 8181 Del Haven Road 282-0894
City and State: Dundalk, Maryland 21222
Name: John O. Hennegan
Address: 1301 Merritt Boulevard 282-3450
City and State: Baltimore, Maryland 21204
Owner's Telephone No.: 282-3450

ORDERED By The Zoning Commissioner of Baltimore County, this 8th day of December, 1981, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 25th day of February, 1982, at 9:45 o'clock A.M.

Zoning Commissioner of Baltimore County.

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE



PETITION AND SITE PLAN EVALUATION COMMENTS

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

February 9, 1982

CONV. OFFICE BLDG.
111 W. Thimble Shoar Ave.
Towson, Maryland 21204

Chairman
Nicholas B. Commodari

MEMBERS
Bureau of Engineering
Department of Planning
Department of Public Works
Department of Transportation
Department of Health
Department of Education
Department of Social Services
Department of Community Development

John O. Hennegan, Esquire
1301 Merritt Boulevard
Baltimore, Maryland 21222

RE: Item No. 109
Petitioner - Donald O. Starlipper, et ux
Special Hearing Petition

Dear Mr. Hennegan:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above referenced petition. The following comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans or problems with regard to the development plans that may have a bearing on this case. The Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested zoning.

In view of your clients' proposal to verify that the existing service garage, located on the southeast corner of Holabird and Maxwell Avenues is a nonconforming use, this hearing is required.

Enclosed are all comments submitted from the members of the committee at this time that offer or request information on your petition. If similar comments from the remaining members are received, I will forward them to you. Otherwise, any comment that is not informative will be placed in the hearing file. This petition was accepted for filing on the date of the enclosed filing certificate and a hearing scheduled accordingly.

Very truly yours,

Nicholas B. Commodari
Chairman
Zoning Plans Advisory Committee

ENCLOSURE

Enclosures



BALTIMORE COUNTY
DEPARTMENT OF PUBLIC WORKS
TOWSON, MARYLAND 21204

HARRY J. BISTEL, P.E.
DIRECTOR

January 12, 1982

Mr. William E. Hammond
Zoning Commissioner
County Office Building
Towson, Maryland 21204

RE: Item #109 (1981-1982)
Property Owner: Donald O. & Scharley C. Starlipper
S/E cor. Holabird Ave. and Maxwell Avenue
Acres: 62.60/53.44 X 146.60/130.00
District: 12th

Dear Mr. Hammond:

The following comments are furnished in regard to the plat submitted to this office for review by the Zoning Advisory Committee in connection with the subject item.

General:

This property comprises Lots 191 and 192, plat of "New Pittsburgh", recorded W.P.C. No. 3, Folio 72.

Holabird Avenue, an existing County street, is improved in this vicinity as a 40-foot closed section roadway on a 50-foot right-of-way; further highway improvements are not proposed at this time.

Maxwell Avenue, an existing public street, is proposed to be further improved in the future as a 30-foot closed section roadway on a 50-foot right-of-way, with a fillet area for sight distance at the Holabird Avenue intersection.

The 10-foot alley, which is inadequate to serve as a commercial type alley, is proposed to ultimately be widened to 20 feet.

The entrance locations are subject to approval by the Department of Traffic Engineering, and shall be constructed in accordance with Baltimore County Standards and Specifications.

The Petitioner must provide necessary drainage facilities (temporary or permanent) to prevent creating any nuisances or damages to adjacent properties, especially by the concentration of surface waters. Correction of any problem which may result, due to improper grading or improper installation of drainage facilities, would be the full responsibility of the Petitioner.

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: OFFICE OF PLANNING AND ZONING

Date: December 27, 1981

FROM: Mr. J. B. BISTEL

SUBJECT: ZONING PETITION

The Baltimore County Department of Health has reviewed the following zoning variance items, and has no specific comments regarding same:

- Item #104 - Budget Tire Company, Inc.
- Item #106 - Everett and Mary Barton
- Item #107 - Edward and Margery L. McDonald
- Item #108 - American Telephone and Telegraph Company, et al
- Item #109 - Donald O. and Scharley C. Starlipper
- Item #110 - Riddle Realty Company, Inc.
- Item #111 - Manuel S. and Sandra M. Star
- Item #116 - Franklin and Shalin Spakel

John J. Forrest, Director
BUREAU OF ENVIRONMENTAL SERVICES

JJF/tch



BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
TOWSON, MARYLAND 21204
494-3211

NORMAN E. GERBER
DIRECTOR

February 8, 1982

Mr. William Hammond, Zoning Commissioner
Zoning Advisory Committee
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204

Dear Mr. Hammond:

Comments on Item #109, Zoning Advisory Committee Meeting, December 8, 1981, are as follows:

Property Owner: Donald O. and Scharley C. Starlipper
Location: SE corner Holabird Avenue and Maxwell Avenue
Acres: 62.60/53.44 X 146.60/130.00
District: 12th

This office has reviewed the subject petition and offers the following comments. These comments are not intended to indicate the appropriateness of the zoning in question, but are to assure that all parties are made aware of plans or problems with regard to development plans that may have a bearing on this petition.

Since the petition is to approve a non-conforming use, there are no site planning factors requiring comment at this time.

Very truly yours,

John L. Wimbley
Planner III
Current Planning and Development

JLW/rh

Item #109 (1981-1982)
Property Owner: Donald O. & Scharley C. Starlipper
Page 2
January 12, 1982

General: (Cont'd)

This office has no further comment in regard to the plan submitted for Zoning Advisory Committee review in connection with this Item 109 (1981-1982).

Very truly yours,

Robert A. Morton, P.E., Chief
Bureau of Public Services

RAM:EAM:FWR:SS

cc: Jack Wimbley

P-NE Key Sheet
10 SE 17 Pos. Sheet
SE 3 E Topo
103 Tax Map



BALTIMORE COUNTY
FIRE DEPARTMENT
TOWSON, MARYLAND 21204
825-7310

PAUL H. REINCKE
CHIEF

December 16, 1981

Mr. William Hammond
Zoning Commissioner
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204

Attention: Nick Commodari, Chairman
Zoning Plans Advisory Committee

RE: Property Owner: Donald O. and Scharley C. Starlipper

Location: SE/Corn. Holabird Avenue and Maxwell Avenue

Item No.: 109 Zoning Agenda: Meeting of December 8, 1981

Gentlemen:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below marked with an "X" are applicable and required to be corrected or incorporated into the final plans for the property.

() 1. Fire hydrants for the referenced property are required and shall be located at intervals or _____ feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Works.

() 2. A second means of vehicle access is required for the site.

() 3. The vehicle dead end condition shown at _____

EXCEEDS the maximum allowed by the Fire Department.

() 4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation.

(X) 5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "Life Safety Code", 1976 Edition prior to occupancy.

() 6. Site plans are approved, as drawn.

() 7. The Fire Prevention Bureau has no comments, at this time.

REVIEWED BY: [Signature] Noted and Approved: [Signature]
Planning Group Fire Prevention Bureau
Special Inspection Division

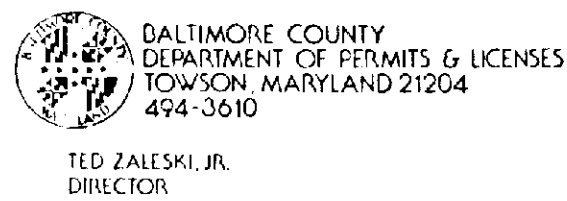
JK/mh/cm

Pursuant to the advertisement, posting of property, and public hearing the petition and it appearing that by reason of the following finding of facts that to approve a nonconforming use of the property known as 6721 Holabird Avenue as a service garage would be in strict harmony with the spirit and intent of the Baltimore County Zoning Regulations and would not be detrimental to the health, safety, and general welfare of the community; and, therefore,

IT IS ORDERED by the Deputy Zoning Commissioner of Baltimore County, this 15th day of March, 1982, that a nonconforming use as a service garage has existed and has been conducted on the property known and designated as 6721 Holabird Avenue since 1919 and, as such, should be and the same is hereby GRANTED the right to continue from and after the date of this Order, subject, however, to the following restrictions:

1. Abandonment or discontinuance for a period of one year or more shall terminate the nonconforming use as a service garage.
2. Damage by fire or other casualty of the improvement to the extent of seventy-five percent of its replacement cost at the time of such loss shall terminate the nonconforming use as a service garage.
3. The approval of a site plan by the Department of Public Works and the Office of Planning and Zoning.

Jean M. Hammond
Deputy Zoning Commissioner of
Baltimore County



TED ZALESKI, JR.
DIRECTOR

December 3, 1981

Mr. William E. Hammond, Zoning Commissioner
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204

Re: Mr. Hammond:

Comments on Item #109 Zoning Advisory Committee Meeting: December 8, 1981
are as follows:

Property Owner: Donald C. & Scharley C. Starliper
Location: 6721 Holabird Avenue and Maxwell Avenue
Existing Zoning: BL
Proposed Zoning: BL

Address: 62,60/53.14 X 116.60/130.00
District: 12th

The items checked below are applicable:

- X A.** All structures shall conform to the Baltimore County Building Code 1978, the State of Maryland Code for the Handicapped and Aged, and other applicable Codes.
- X B.** A building/ permit shall be required before beginning construction.
- C.** Residential: Three sets of construction drawings are required to file a permit application. Architect/Engineer seal is not required.
- D.** Commercial: Three sets of construction drawings with a Maryland State Architect or Engineer shall be required to file a permit application.
- E.** In wood frame construction an exterior wall erected within 6' 6" of an adjacent lot line shall be of one hour fire resistive construction, no openings permitted within 3' 0" of lot line. A minimum 2" masonry firewall is required if construction is on the lot line.
- F.** Requested variance conflicts with the Baltimore County Building Code, Section/s.
- G.** A change of occupancy shall be applied for, along with an alteration permit application, and three required sets of drawings indicating how the structure will meet the Code requirements for the proposed change. Drawings may require a professional seal.
- H.** Before this office can comment on the above structure, please have the owner, thru the services of a Registered in Maryland Architect or Engineer certify to this office, that the structure for which a proposed change in use is proposed can comply with the height/area requirements of Code 2-3 and the required construction classification of Table 2-1.
- X I.** Comments on alterations which appear to have been underway shall require a building permit and shall be done in a manner that leaves the building structurally sound and fire safe. Alterations in which a service garage is located is currently required to be separated by a 3 hr fire wall-to be fire safe this would appear to be a necessity in this structure as welding and body work which usually includes painting are also conducted in this building.

NOTE: These comments reflect only on the information provided by the drawing submitted to the office of Planning and Zoning and are not intended to be construed as the full extent of any permit. If desired additional information may be obtained by visiting Room #122 (Plans Review) at 111 West Chesapeake Ave., Towson.

Very truly yours,

Charles E. Burnham
Charles E. Burnham, Chief
Plans Review

CDB:rrj

BALTIMORE COUNTY PUBLIC SCHOOLS

Robert Y. Dubel, Superintendent

Towson, Maryland - 21204

Date: December 8, 1981

Mr. William E. Hammond
Zoning Commissioner
Baltimore County Office Building
1111 West Chesapeake Avenue
Towson, Maryland 21204

Z.A.C. Meeting of: December 8, 1981

RE: Item No: 107, 108, 109
Property Owner:
Location:
Present Zoning:
Proposed Zoning:

District:
No. Acres:

Dear Mr. Hammond:

All of the above have no bearing on student population.

Very truly yours,

Wm. Nick Petrovich
Wm. Nick Petrovich, Assistant
Department of Planning

WNP/bp

In re: * Before the Zoning Commissioner
* for Baltimore County, Maryland
Donald and Scharley Starliper *
6721 Holabird Avenue *
Dundalk, Maryland 21222 * William H. Hammond
*
* Case Number 82-176-SPH

SUBPOENA DUCES TECUM

Mr. Clerk:

Please issue a Subpoena Duces Tecum to:

Anna Curry, Director
Enoch Pratt Free Library
Cathedral and Mulberry Streets
Baltimore, Maryland 21201

You are hereby notified to produce at the trial of this case the following papers:

Baltimore Telephone Directory--1945
Baltimore Telephone Directory--1946
Baltimore Telephone Directory--1947
Baltimore Telephone Directory--1948
Baltimore Telephone Directory--1949

Street Listings County Suburbs, Baltimore, Maryland, 1950, July
Hyland P. Stewart, III, 106 W. University Parkway, Baltimore, page E41

Street Listings County Suburbs, Baltimore, Maryland 1951-1952,
Hyland P. Stewart, III, 106 W. University Parkway, Baltimore page E47

Street Listings County Suburbs, Baltimore, Maryland 1952, Hyland
P. Stewart, III, 106 W. University Parkway, Baltimore

Polk's Baltimore Suburban Directory, R.L. Polk & Co. Publishers,
1953, page E41

Baltimore Telephone Directory--1954

Polk's Baltimore Suburban Directory, R.L. Polk & Co. 1955 p. 105

Baltimore Telephone Directory, 1956

Polk's Baltimore Suburban Directory, R.L. Polk & Co. 1957 page 1052

Street Listings County Suburbs, Baltimore, Maryland, July, 1958,
Hyland P. Stewart, III, Baltimore, page E75

Street Listings County Suburbs, Baltimore, Maryland, 1959, Hyland
P. Stewart, III, Baltimore, page E82

In re:

PETITION FOR SPECIAL HEARING

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Baltimore County Zoning Regulations, to determine whether or not the Zoning Commissioner and/or Deputy Zoning Commissioner should approve a non-conforming use of the property known as 6721 Holabird Avenue as a service garage.

AFFIDAVIT

BE IT REMEMBERED, It is hereby certified on this 28th day of January, 1982, personally appeared, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, Jean E. Abramowski, being of 18 years or older, of sound and disposing mind, and made oath, in due form of the law, that in 1933, 6721 Holabird Avenue was used as Jackson's Garage, up until 1935. In 1935, it continued its uninterrupted use as a service garage, but in the name of Neilson and Sons Service Station. It continued in that name, or the name of his son, Bill's Garage Gas Station, until 1960, at which time it operated in the name of Bill's Auto Service. It continued as a garage, in the name of Bill's Auto Service, until 1964. At that time it became Don's Auto Service. Since then, until approximately 1975, it has operated in that name, until it changed its name to A&W Body Shop which is the name under which it presently operates. To the best of my knowledge, information and belief, the property at 6721 Holabird Avenue has operated since 1933 until this date under various names, and under various owners, as a garage, and said operation has been continuous and uninterrupted.

Jean E. Abramowski
Notary Public

My Commission expires:

July 1, 1982

I HEREBY DECLARE AND AFFIRM, under penalty of perjury, that the information in the foregoing Affidavit is true and correct to the best of my knowledge, information and belief.

Jean A. Abramowski
Jean A. Abramowski

In re: * Before the Zoning Commissioner
* for Baltimore County, Maryland
Donald and Scharley Starliper *
6721 Holabird Avenue *
Dundalk, Maryland 21222 * William H. Hammond
*
* Case Number 82-176-SPH

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Mr. Clerk:

Please issue a Subpoena Duces Tecum to:

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Enoch Pratt Free Library
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Baltimore, Maryland 21201

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Baltimore Telephone Directory--1946
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Baltimore Telephone Directory--1949

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Hyland P. Stewart, III, 106 W. University Parkway, Baltimore, page E41

Street Listings County Suburbs, Baltimore, Maryland 1951-1952,
Hyland P. Stewart, III, 106 W. University Parkway, Baltimore page E47

Street Listings County Suburbs, Baltimore, Maryland 1952, Hyland
P. Stewart, III, 106 W. University Parkway, Baltimore

Polk's Baltimore Suburban Directory, R.L. Polk & Co. Publishers,
1953, page E41

Baltimore Telephone Directory--1954

Polk's Baltimore Suburban Directory, R.L. Polk & Co. 1955 p. 105

Baltimore Telephone Directory, 1956

Polk's Baltimore Suburban Directory, R.L. Polk & Co. 1957 page 1052

Street Listings County Suburbs, Baltimore, Maryland, July, 1958,
Hyland P. Stewart, III, Baltimore, page E75

Street Listings County Suburbs, Baltimore, Maryland, 1960, Hyland
P. Stewart, III, Baltimore, page E90

Street Listings County Suburbs, Baltimore, Maryland, 1961, Hyland
P. Stewart, III, Baltimore, page E89

Street Listings County Suburbs, Baltimore, Maryland, 1962, Hyland
P. Stewart, III, Baltimore, page E89

Street Listings County Suburbs, Baltimore, Maryland, 1963, Hyland
P. Stewart, III, Baltimore, page E91

The County Criss-Cross Directory, Stewart Directories, Inc., 1965
Edition, page E48

The County Criss-Cross Directory, Stewart Directories, Inc., 1966
Edition, page E52

The County Criss-Cross Directory, Stewart Directories, Inc., 1967
Edition, page E54

The County Criss-Cross Directory, Stewart Directories, Inc., 1968
Edition

The County Criss-Cross Directory, Stewart Directories, Inc., 1969
Edition, page E54

The County Criss-Cross Directory, Stewart Directories, Inc., 1970
Edition, page E54

The County Criss-Cross Directory, Stewart Directories, Inc., 1971
Edition, page E56

The County Criss-Cross Directory, Stewart Directories, Inc., 1972
Edition, page E56

The County Criss-Cross Directory, Stewart Directories, Inc., 1973
Edition, page E55

The County Criss-Cross Directory, Stewart Directories, Inc., 1974
Edition, page E55

The County Criss-Cross Directory, Stewart Directories, Inc., 1976
Edition, page E54

The County Criss-Cross Directory, Stewart Directories, Inc., 1978
Edition, page E7

The County Criss-Cross Directory, Stewart Directories, Inc., 1979
Edition, page E58

The County Criss-Cross Directory, Stewart Directories, Inc., 1980
Edition, page E59

Returnable to the County of Baltimore, Baltimore County
Office Building, Room 106, Thursday, February 25, 1982 at 9:45 a.m.

John O. Hennegan
John O. Hennegan
1301 Merritt Boulevard
Dundalk, Maryland 21222
87-2150

ORDER RECEIVED FOR FILING

DATE March 15, 1982
BY *Jean M. Hammond*
ADMINISTRATIVE ASSISTANT

Street Listings County Suburbs, Baltimore, Maryland, 1960, Hyland P. Stewart, III, Baltimore, page E90

Street Listings, County Suburbs, Baltimore, Maryland, 1961, Hyland P. Stewart, III, Baltimore, page E89

Street Listings, County Suburbs, Baltimore, Maryland, 1962, Hyland P. Stewart, III, Baltimore, page E89

Street Listings, County Suburbs, Baltimore, Maryland, 1963, Hyland P. Stewart, III, Baltimore, page E91

The County Criss-Cross Directory, Stewart Directories, Inc., 1965 Edition, page E18

The County Criss-Cross Directory, Stewart Directories, Inc., 1966 Edition, page E52

The County Criss-Cross Directory, Stewart Directories, Inc., 1967 Edition, page E54

The County Criss-Cross Directory, Stewart Directories, Inc., 1968 Edition

The County Criss-Cross Directory, Stewart Directories, Inc., 1969 Edition, page E54

The County Criss-Cross Directory, Stewart Directories, Inc., 1970 Edition, page E54

The County Criss-Cross Directory, Stewart Directories, Inc., 1971 Edition, page E56

The County Criss-Cross Directory, Stewart Directories, Inc., 1972 Edition, page E56

The County Criss-Cross Directory, Stewart Directories, Inc., 1973 Edition, page E55

The County Criss-Cross Directory, Stewart Directories, Inc., 1974 Edition, page E55

The County Criss-Cross Directory, Stewart Directories, Inc., 1976 Edition, page E54

The County Criss-Cross Directory, Stewart Directories, Inc., 1978 Edition, page E57

The County Criss-Cross Directory, Stewart Directories, Inc., 1979 Edition, page E58

The County Criss-Cross Directory, Stewart Directories, Inc., 1980 Edition, page E59

Returnable to the County of Baltimore, Baltimore County Office Building, Room 106, Thursday, February 25, 1982 at 9:45 a.m.

Mr. Sheriff:

Please issue Subpoena Duces Tecum in accordance with the above.

Zoning Commissioner of Baltimore County



*Return to Station 1200
Baltimore County Office Building
Room 106, Thursday, February 25, 1982*

Return 4

RE: PETITION FOR SPECIAL HEARING: BEFORE THE ZONING COMMISSIONER
SE corner of Holabird Ave.,
and Maxwell Ave.,
12th District

DONALD O. STARLIPER, et ux, : CASE NO. 82-176-SPH
Petitioners

ORDER TO ENTER APPEARANCE

Mr. Commissioner:

Pursuant to the authority contained in Section 524.1 of the Baltimore County Charter, I hereby enter my appearance in this proceeding. You are requested to notify me of any hearing date or dates which may be now or hereafter designated therefor, and of the passage of any preliminary or final Order in connection therewith.

Peter Max Zimmerman
Deputy People's Counsel

John W. Hessian, III
People's Counsel for
Baltimore County
Rm. 223, Court House
Towson, Maryland 21204
494-2188

I HEREBY CERTIFY that on this 16th day of February, 1982, a copy of the foregoing Order was mailed to John O. Hennegan, Esquire, 1301 Merritt Boulevard, Dundalk, Maryland 21222, Attorney for Petitioners.

John W. Hessian, III

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

William E. Hammond
TO: Zoning Commissioner
Norman E. Gerber, Director
FROM: Office of Planning And Zoning
SUBJECT: Zoning Petition No. 82-176-SPH

Date: February 9, 1982

There are no comprehensive planning factors requiring comment on this petition.

Norman E. Gerber, Director
Norman E. Gerber, Director

NEG/JGH/bph

BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3353

WILLIAM E. HAMMOND
ZONING COMMISSIONER

February 18, 1982

John O. Hennegan, Esquire
1301 Merritt Boulevard
Dundalk, Maryland 21222

RE: Petition for Special Hearing
SE/cor. Holabird Ave. & Maxwell Ave.
Donald O. Starliper, et ux - Petitioners
Case #82-176-SPH

Dear Mr. Hennegan:

This is to advise you that \$50.20 is due for advertising and posting of the above property.

Please make check payable to Baltimore County, Maryland, and remit to Karen Riegel, Room 113, County Office Building, Towson, Maryland 21204 before the hearing.

Very truly yours,
William E. Hammond
WILLIAM E. HAMMOND
Zoning Commissioner

WEH:klr

BALTIMORE COUNTY, MARYLAND		No. 105745	
OFFICE OF FINANCE - REVENUE DIVISION		MISCELLANEOUS CASH RECEIPT	
DATE	3/12/82	ACCOUNT	01-662
AMOUNT		\$50.20	
RECEIVED FROM	7 John O. Hennegan, Esquire		
FOR	Posting and Advertising of Case #82-176-SPH (Starliper)		
337 2nd St		5020	
VALIDATION OR SIGNATURE OF CASHIER			

PETITION FOR SPECIAL HEARING

12th DISTRICT

ZONING: Petition for Special Hearing

LOCATION: Southeast corner of Holabird Avenue and Maxwell Avenue

DATE & TIME: Thursday, February 25, 1982, at 9:45 A.M.

PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

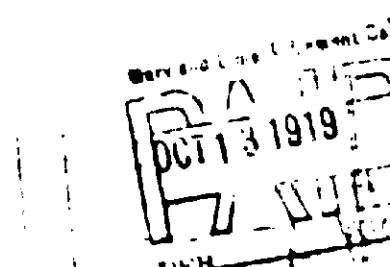
Petition for Special Hearing under Section 500.7 of the Baltimore County Zoning Regulations, to determine whether or not the Zoning Commissioner and/or Deputy Zoning Commissioner should approve a non-conforming use of the property known as 6721 Holabird Avenue as a service garage.

All that parcel of land in the Twelfth District of Baltimore County.

DESCRIPTION

Beginning at a point on the southeast corner of Holabird Avenue and Maxwell Avenue and thence running south 20' 20' 30" east 146.60'; thence south 89' 2' 45" east 53.44'; thence north 2' 29' 00" west 130'; thence north 73' 30' 00" west 62.60' to the beginning point.

Also known as 6721 Holabird Avenue.



MARYLAND LIME & CEMENT CO.

BUILDING MATERIALS	
OFFICE 642 B CENTRAL AVENUE CHESAPEAKE AVENUE	
BALTIMORE	
WAREHOUSE AND YARD	SOLD TO
103 28 19	1105 CALVERT AVE
CHAS E JACKSON 'S SURGE	CITY
VS BLAIR	
15	8-15 PENN ALLEN 'UT IN HADT
Maryland Lime & Cement Co.	
OCT 13 1919	

Oct 6 2
THIS AGREEMENT, Made this 16th day of December, 1959,
by and between George R. Morris, Inc., a body corporate of the
State of Maryland, party of the first part, Landlord, and
William W. Greek, Basil C. Carter and Harvey Tankersley, partners
of the second part, Tenants.

WHEREAS, the party of the first part has leased to
said parties hereinafter described from Axel M. Neilson and Rita
Neilson, his wife, for a term ending on the 28th day of February,
1960, and

WHEREAS, the parties of the second part desire to
lease said premises from the party of the first part for the
remainder of said term and the said Axel M. Neilson and Rita
Neilson have consented in writing to said assignment;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that the
Landlord hereby sublets and rents to said Tenants the premises
in the rear of a Service Station and Tire Repair Shop, located
at 6721 Belair Avenue, Dundalk, Maryland, for the remainder
of the unexpired term of the lease from Axel M. Neilson and
Rita Neilson, his wife, to George R. Morris, Inc., beginning
on the 15th day of December, 1959, and ending on the 28th day
of February, 1960, at a rental of Seventy-Five Dollars (\$75.00)
for the period from December 15, 1959, to December 31, 1959; a
rental of One Hundred Fifty Dollars (\$150.00) per month for
the period from January 1, 1960, to June 30, 1960, and a rental
of One Hundred Sixty-Five Dollars (\$165.00) per month for the
remainder of said term, payable in advance on the first day of
each and every month.

This lease is granted and accepted upon the foregoing
and upon the following covenants and conditions and subject to
the following restrictions, to all and every one of which the

parties consent; and each of the parties hereby separately
covenants and agrees to keep, perform and observe all the terms,
covenants and conditions herein contained on their part to be
kept, performed and observed;

ARTICLE I: It is mutually, covenanted and agreed that the
lease is subject to all the terms and conditions of the
aforesaid lease from Axel M. Neilson and Rita Neilson, his
wife, to George R. Morris, Inc., and the Tenants covenant and
agree to abide by and perform all of the terms and conditions
of such lease, except that the rent shall be as herein set forth.

ARTICLE II: The Tenants hereby covenant to pay the rent
as aforesaid without deductions of any kind, without demand
therefor; not at any time to assign this agreement or to sublet
the desired premises, or any portion thereof, without the
written consent of the Landlord; not to do, suffer, or permit
anything to be done in or about the premises which will contravene
the policy of insurance against loss by fire; to keep the
premises in good order and repair, free from all refuse, and
the sidewalk thereof free from snow, ice, and all obstructions;
and to promptly remove all trash, garbage, and refuse of any
kind from the premises or the walks, alleys, ways or passages
adjacent thereto; and to surrender the possession of the
premises at the end of said term in as good condition as when
received, reasonable wear and tear thereof and accidents hap-
pening by fire or other casualties being excepted.

ARTICLE III: It is understood, covenanted and agreed that
the Modine gas heaters, washroom fixtures, including the
commode and wash bowl, and the hot water heater are now and
shall remain the property of the Landlord, but that the Tenants
shall have the right to purchase such Modine gas heaters,

washroom fixtures and hot water heater during the term of this
lease at such reasonable price as may be agreed upon between
the parties.

ARTICLE IV: If the rent shall be ten days in arrears, the
Landlord shall have the right to discontinue the lease, and to
re-enter and take possession; and if the Tenants shall violate
any of the covenants on their part herein made, the Landlord
shall have the right, without formal notice, to re-enter and
take possession; and if the property shall be destroyed or
rendered untenable by fire or unavoidable accident, the lease
any hereby created shall be thereby terminated, and all liability
for rent hereunder shall cease upon payment proportionate
to the day of fire or unavoidable accident.

ARTICLE V: The Tenants covenant and agree that the premises
shall be continuously kept and repaired in good order and
condition for general operation and use, and in the event of
the storage or general repair of machinery, and in the event of
the use of the premises for general automotive repair, for a
period of more than thirty days or use for the storage of more
than thirty automobiles or use for any other purpose whatsoever shall
constitute a violation of the terms hereof.

ARTICLE VI: The Tenants shall maintain the fixtures of the
desired premises in good repair, including the electric wiring
and plumbing and heating systems, and make all repairs
in and about the premises except such exterior repairs as are
the responsibility of the owners of said property including all
outside plumbing, spouting, roofing, painting and carpenter work,
so that the said George R. Morris, Inc. shall not be responsible
for making any repairs of any kind to either the interior or
exterior of said premises.

ARTICLE VII: The Tenants shall pay all costs for heating
said premises and for water, gas, electricity, and other utilities.

ARTICLE VIII: The Landlord shall not be liable for any
failure of water supply or electric current nor for any damage
occasioned by failure to keep said premises in repair, and
shall not be liable for any injury or damage done to persons or
property caused by or resulting from steam, electricity, gas,
water, rain, ice or snow which may leak or flow from any part
of said building or from the breakage, leakage, disconnection
or other defect of the pipes, wiring, appliances, plumbing
or lighting fixtures or heating system of the same, or the con-
dition of said premises or any part thereof, or from the street
or sidewalk, or from any other source or cause whatsoever,
nor for any damage arising from acts or neglect of co-tenants
or other occupants of the same building, or of any owners or
occupants of adjacent or contiguous property, nor for any defect
in the building, latent or otherwise.

ARTICLE IX: The Tenants covenant and agree not to do or
suffer anything to be done, by which persons or property in or
about or adjacent to the desired premises may be injured or
endangered; and the Tenants agree to indemnify and save harmless
the Landlord and the owners of said property from any claim of
any person of injuries to life, person, or property by reason
of anything done or permitted to be done or suffered or omitted
to be done by the Tenants in and about the occupation of said
premises or the streets, alleys, or sidewalks adjacent thereto.
The Tenants agree that for the protection of the Landlord and
for the protection of the owners of said building against the
aforesaid liability they will have issued in favor of the Landlord

and in favor of said owners policy of public liability insur-
ance in limits agreed upon by the parties hereto, which policy
shall contain a Tenant's contractual liability endorsement in
favor of the Landlord and in favor of said owners and to de-
liver a certificate of such policy or policies to the Landlord.

ARTICLE X: If the Tenants shall at any time become bank-
rupt or insolvent or shall be adjudicated such, or shall make an
assignment for the benefit of creditors, or if a Trustee or
Receiver in bankruptcy or insolvency shall at any time be ap-
pointed for the Tenants by any Court, Federal or State, then this
lease shall, at the option of the Landlord, be-
come Null and Void and shall not be an asset of such bankruptcy
or insolvent estate.

IN WITNESS WHEREOF the parties hereto have signed this
Agreement to be executed the day and year above written.

ATTEST:
George R. Morris, Inc.
By William W. Greek (SEAL)
Basil C. Carter (SEAL)
Harvey Tankersley (SEAL)
Landlord
Tenants

Oct 6 6
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the storage or general repair of machinery, and in the event of
the use of the premises for general automotive repair, for a
period of more than thirty days or use for the storage of more
than thirty automobiles or use for any other purpose whatsoever shall
constitute a violation of the terms hereof.

5. Tankersley shall retain possession of all of his hand tools and such
hand tools as he brought into the business.

6. Greek agrees to pay to Tankersley the sum of \$1,000.00, \$500.00
of which have been paid in advance and the balance shall be paid within
two years from the date of the termination of the partnership.

7. Except as herein above set forth, each party releases the other
from any responsibility or liability occurring as a result of said partnership.
AS WITNESS the hands and seals of the parties hereto.

WITNESS:
William W. Greek (SEAL)
Basil C. Carter (SEAL)
Harvey Tankersley (SEAL)
Landlord
Tenants

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:
I HEREBY CERTIFY that on this day of 1963,
before me the subscriber, a Notary Public of the State of Maryland, in and
for Baltimore County aforesaid, personally appeared WILLIAM W. GREEK
and HARVEY G. TANKERSLEY and they acknowledged the foregoing Agreement
and Release to be their act and deed.

AS WITNESS my hand and Notarial Seal.

Oct 6 6
ARTICLE VI: The Tenants shall maintain the fixtures of the
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and plumbing and heating systems, and make all repairs
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the responsibility of the owners of said property including all
outside plumbing, spouting, roofing, painting and carpenter work,
so that the said George R. Morris, Inc. shall not be responsible
for making any repairs of any kind to either the interior or
exterior of said premises.

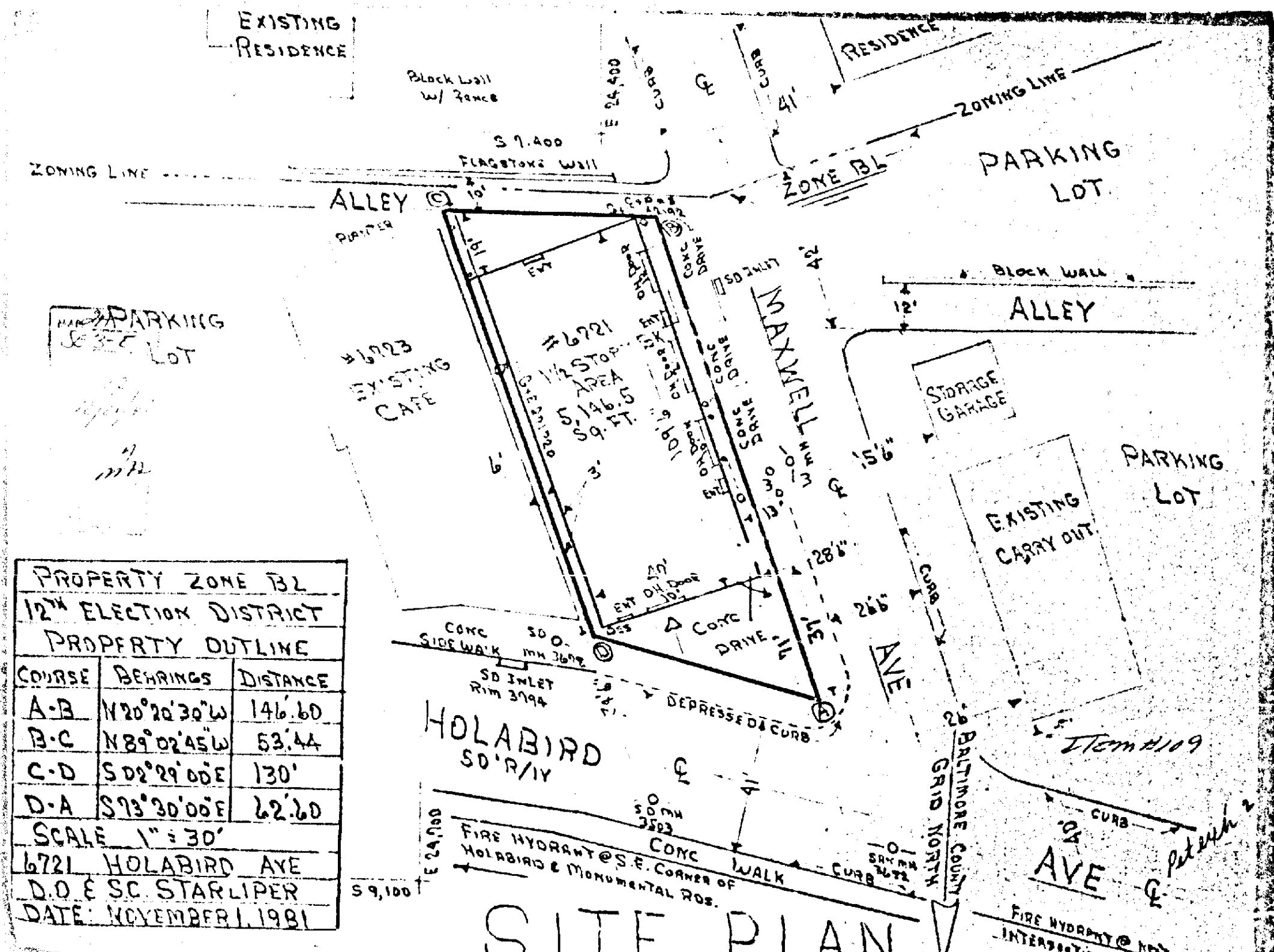
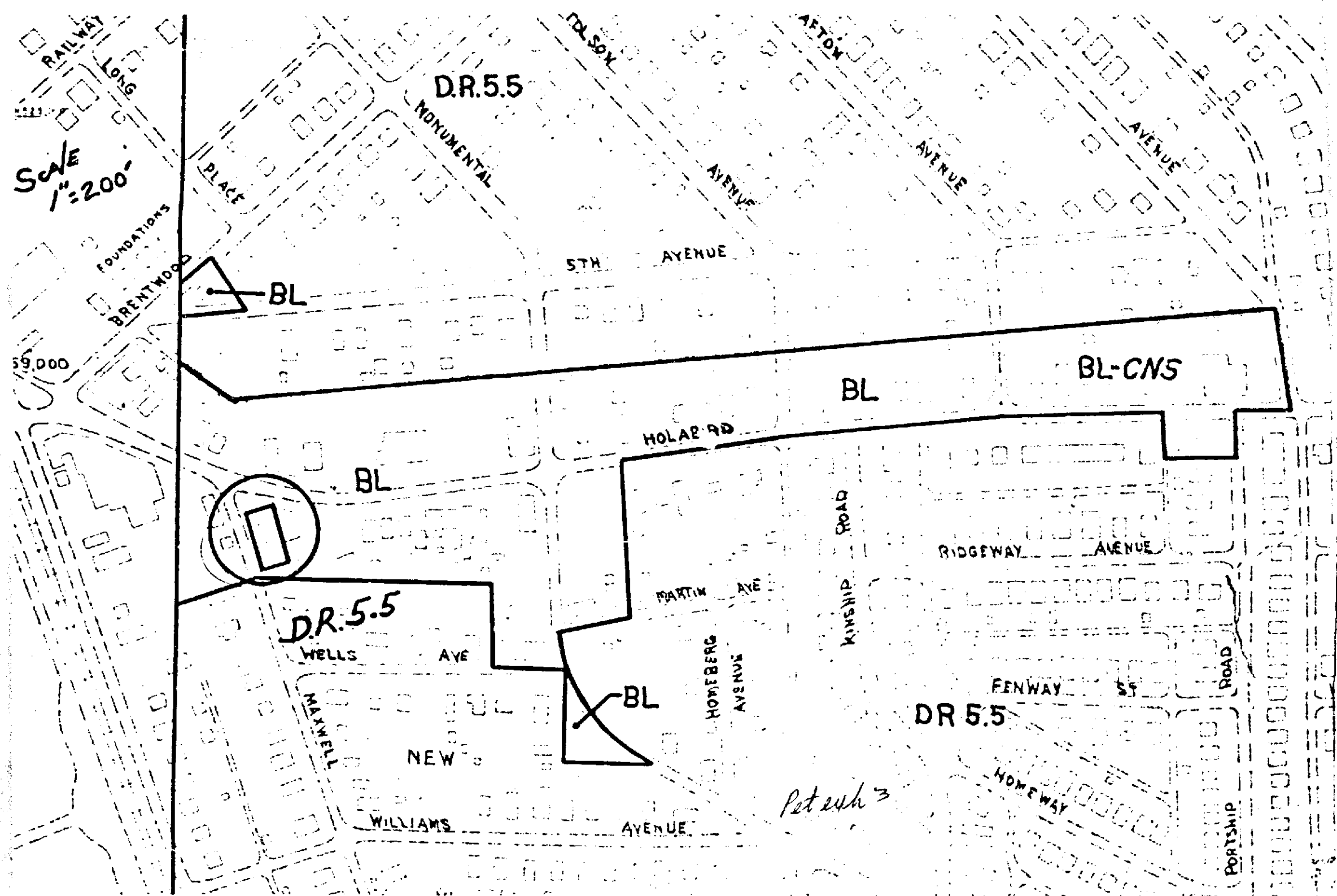
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occasioned by failure to keep said premises in repair, and
shall not be liable for any injury or damage done to persons or
property caused by or resulting from steam, electricity, gas,
water, rain, ice or snow which may leak or flow from any part
of said building or from the breakage, leakage, disconnection
or other defect of the pipes, wiring, appliances, plumbing
or lighting fixtures or heating system of the same, or the con-
dition of said premises or any part thereof, or from the street
or sidewalk, or from any other source or cause whatsoever,
nor for any damage arising from acts or neglect of co-tenants
or other occupants of the same building, or of any owners or
occupants of adjacent or contiguous property, nor for any defect
in the building, latent or otherwise.

ARTICLE IX: The Tenants covenant and agree not to do or
suffer anything to be done, by which persons or property in or
about or adjacent to the desired premises may be injured or
endangered; and the Tenants agree to indemnify and save harmless
the Landlord and the owners of said property from any claim of
any person of injuries to life, person, or property by reason
of anything done or permitted to be done or suffered or omitted
to be done by the Tenants in and about the occupation of said
premises or the streets, alleys, or sidewalks adjacent thereto.
The Tenants agree that for the protection of the Landlord and
for the protection of the owners of said building against the
aforesaid liability they will have issued in favor of the Landlord

IN WITNESS WHEREOF the parties hereto have signed this
Agreement to be executed the day and year above written.

ATTEST:
George R. Morris, Inc.
By William W. Greek (SEAL)
Basil C. Carter (SEAL)
Harvey Tankersley (SEAL)
Landlord
Tenants



BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

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

Your Petition has been received this 20 day of Nov, 1999.

Filing Fee \$ 25

Received: ☒ Check
☐ Cash
☐ Other

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 104527

DATE 1/26/82

ACCOUNT 01-662

RECEIVED FROM John C. Hennigan, Esquire
FOR Filing Fee for Case #82-176-SPH
(Donald Starliper)

AMOUNT \$ 25.00

511720025

25.00

VALIDATION OR SIGNATURE OF CASHIER

Submitted by William E. Hammond
William E. Hammond, Zoning Commissioner

Reviewed by DT
the Petition for assignment of a