

IN RE: PETITION FOR SPECIAL HEARING * BEFORE THE
N/S Milford Mill Road (Reloc.) * DEPUTY ZONING COMMISSIONER
710' E of c/l of Greenwood Road
(4400 Milford Mill Road) * OF BALTIMORE COUNTY
3rd Election District * Case No. 92-345-SPH
2nd Councilmanic District
Howard L. Snyder and
Alvin Blaker - Petitioners

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Deputy Zoning Commissioner as a Petition for Special Hearing in which the Petitioners request approval of an existing service garage business on the subject property as a legal nonconforming use, and to approve the location of an existing free-standing sign, all as more particularly described on Petitioner's Exhibit 1.

The Petitioners, Howard L. Snyder and Alvin Blaker, appeared, testified and were represented by Gary Huddles, Esquire. Also appearing on behalf of the Petition were Nick Commadari, Land Use Consultant, and George Burnham, Jr., Tenant. Numerous residents of the area appeared and testified in opposition to the relief requested.

Testimony indicated that the subject property, known as 4400 Milford Mill Road, consists of 1.6079 acres, more or less, of which 1.2066 acres is zoned M.L. and the remaining 0.4013 acres is zoned D.R. 5.5. Said property is improved with a one-story concrete block building and storage area for disabled vehicles as more particularly described on Petitioner's Exhibit 1, a site plan of the property.

Appearing and testifying on behalf of the Petition was Nicholas Commadari. Mr. Commadari, who was accepted as an expert in the area of zoning, testified as to the zoning classifications this property has enjoyed since the inception of zoning in Baltimore County in 1945. His

testimony clearly showed that prior to 1971, the use of this property as a service garage was permitted as a matter of right. However, in 1971, the County Council down-zoned the property to a residential zoning and its use as a service garage was not permitted. It therefore becomes necessary for the Petitioners to demonstrate, or to prove through their testimony, that the property has been used continuously and without interruption as a service garage since prior to 1971.

Howard Snyder, one of the owners of the subject property, appeared and testified. Mr. Snyder testified that he purchased the property in 1978 with Alvin Blaker. Mr. Snyder testified that prior to their purchase of the property, he came to the Baltimore County Zoning Office and met with George Martinak, then Deputy Zoning Commissioner. After discussing the matter with Mr. Martinak and providing him with a signed affidavit regarding the use of the subject property, Mr. Snyder received a letter from Mr. Martinak, dated October 30, 1978, indicating that in his opinion, the property enjoyed a legal nonconforming use as a service garage. Said letter was entered into evidence as Petitioner's Exhibit 3. Mr. Martinak further stated in his letter, however, that in the event his interpretation should be challenged at a later date, a special hearing would be required to adjudicate the matter. Because of this provision, I believe it becomes necessary for the Petitioners to prove the nonconforming use of the subject property as a service garage even prior to Mr. Martinak's letter. Mr. Snyder further testified that he purposely came to the zoning office to insure that he was buying property he could use as a service garage and relied on Mr. Martinak's letter as approval of same.

The cumulative testimony of the other witnesses who testified on behalf of the Petitioner clearly demonstrated that from the time that the

Petitioners purchased the property in 1978, the property has been used continuously and without interruption as a service garage. The testimony was overwhelming in that respect. The Petitioner also submitted copies of various leases to tenants from 1978 to the present time demonstrating the use of the subject property as a service garage.

Mr. Snyder also testified concerning the sign which is located at the entrance to the site on Milford Mill Road. The sign is more particularly described on Petitioner's Exhibit 1 on which the Petitioner provides a sign detail. Mr. Snyder testified that the sign was originally located within the Mass Transit Administration (MTA) easement for the Subway. When the MTA took a portion of his property for construction, the sign was then relocated to its present location. The Petitioner then presented a letter from the MTA, marked Petitioner's Exhibit 11, indicating they have permission to place the sign in its present location. The Protestants indicated they are not opposed to the location of the subject sign.

Numerous neighbors and residents of the area appeared in opposition to the Petitioners' request. The first witness was Daniel Holden who resides at 4112 Colby Road. Mr. Holden testified that he has lived in Pikeville for 72 years and that he is currently retired from the Baltimore County Fire Department. Mr. Holden testified that he was a part-time employee of Pikeville Tire in the 1950s and later worked full-time for Mr. Franklin, the prior owner of the subject property from 1969 to 1975. Mr. Holden's testimony was clear and unequivocal that from 1969 to 1975, the only repair work performed on the premises was the mounting and changing of truck tires on vehicles owned by Gulf gasoline service stations. Mr. Holden testified that the subject building was used as a tire and battery warehouse where many tires, batteries and accessories were stored

for the benefit of the Gulf gasoline service stations. He further testified that the operation was not open to the public and that the only service work performed was mounting, balancing and installing tires on Gulf service trucks.

The remaining cumulative testimony was that the Protestants are basically concerned with the appearance and aesthetics of the property in question rather than the historic use of the premises. Mr. Holden testified as to the many problems associated with the property, particularly trash, debris and junk vehicles stored on the property, the unsightly condition of the property, the problems with dumpsters located on the site, and the noise generated by the use of the property, to name a few.

The crux of the Petitioners' attack on this nonconforming use was the fact that, through Mr. Holden's testimony, the property was used as a warehouse operation from 1969 to 1975, and the only work being performed on site was that of changing, mounting and balancing tires on Gulf service station trucks. Other than this tire work, there was no other service garage activity, such as engine work, oil changes, tune-ups, and other related service garage uses. The Protestants argue that this breaks the chain of this particular nonconforming use.

Section 101 of the Baltimore County Zoning Regulations (B.C.Z.R.) defines service garage as "a garage, other than a residential garage, where motor driven vehicles are stored, equipped for operation, repaired, or kept for remuneration, hire or sale." It is clear from the evidence and testimony presented, both by the Petitioners and the Protestants, that the subject property has been used as a service garage, as that term is defined in the B.C.Z.R., even during the years 1969 to 1975 when Mr. Holden testified the only work being done was tire work to Gulf company trucks.

I conducted further investigation and research into this limited use which occurred between the years 1969 to 1975 and found that it has always been the policy and practice of the Zoning Office to classify the mounting and installation of tires as a service garage use. Therefore, the Petitioners' use of the subject property meets the qualifications for a service garage activity. This would also include body and fender work, which currently takes place at the subject site.

As with all nonconforming use cases, the first task is to determine what lawful nonconforming use existed on the subject property prior to the effective date of the adoption of the Zoning Regulations.

The second principle to be applied, as specified in Section 104.1, is whether or not there has been a change in the use of the subject property. A determination must be made as to whether or not the change is a different use, and therefore, breaks the continued nature of the nonconforming use. If the change in use is found to be different than the original use, the current use of the property shall not be considered nonconforming. See McKemy v. Baltimore County, Md., 39 Md. App. 257, 385 A2d. 96 (1978).

When the claimed nonconforming use has changed, or expanded, then the Zoning Commissioner must determine whether or not the current use represents a permissible intensification of the original use or an actual change from the prior legal use. In order to decide whether or not the current activity is within the scope of the nonconforming use, the Zoning Commissioner should consider the following factors:

"(a) To what extent does the current use of these lots reflect the nature and purpose of the original nonconforming use;

(b) Is the current use merely a different manner of utilizing the original nonconforming use or

does it constitute a use different in character, nature, and kind;

(c) Does the current use have a substantially different effect upon the neighborhood;

(d) Is the current use a "drastic enlargement or extension" of the original nonconforming use."

McKemy v. Baltimore County, Md., Supra.

After due consideration of the testimony and evidence presented, it is clear that a legal nonconforming use of the subject property as a service garage has existed without interruption since prior to the effective date of the zoning regulations which are applicable to this particular site. Although the testimony and evidence presented in this case demonstrates that this property enjoys a legal nonconforming use as a service garage, that fact does not excuse the deplorable condition of the property. The Protestants submitted many photographs marked into evidence depicting the existing condition of the subject site. Therefore, the relief granted herein is contingent upon Petitioners' compliance with the restrictions set forth hereinafter.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons given above, the relief requested in the Petition for Special Hearing should be granted.

THEFORE, IT IS ORDERED by the Deputy Zoning Commissioner for Baltimore County this 24th day of June, 1992 that the Petition for Special Hearing to approve an existing service garage business on the subject property as a legal nonconforming use and to approve the location of an existing free-standing sign, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject to the following restrictions:

1) The 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 relief granted herein shall be rescinded.

2) Within thirty (30) days of the date of this Order, Petitioners shall submit a landscape plan for approval by the Deputy Director of Planning and the Landscape Planner for Baltimore County. Said plan shall provide planting and screening of the site from the adjoining residential properties along the north and west property lines. A copy of the approved plan shall be submitted to the Zoning Commissioner's Office for review and inclusion in the case file.

3) The Petitioners shall install screening around the designated damaged and disabled vehicle storage area depicted on Petitioner's Exhibit 1. All damaged and disabled vehicles shall be stored within this fenced area.

4) The Petitioners shall immediately remove from the property all junk, debris, used and abandoned automobile parts, and trash, including, but not limited to, used tires, tire rims, car seats, radiators, mufflers, and other various and sundry automobile parts currently scattered throughout the property. The Petitioners shall also immediately remove from the property all abandoned and junk automobiles. This shall include, but is in no way limited to, the abandoned vehicles depicted in Protestants' Exhibit 1A, namely, the grey four-door sedan depicted in the lower left-hand corner; continuing along the property line, the red chassis sitting on the ground with no wheels and no car door, another red vehicle situated next to that one, the blue and white tow truck situated next to the red vehicle, and the blue Volkswagen beetle; to the right of the Volkswagen, a white firebird with no front fenders on it, a green Volkswagen bus, the pick-up truck body laying on the ground, and the blue four-door sedan all of which are shown in the picture marked Protestants' Exhibit 1A. The Petitioners shall also remove any other junked, disabled and/or abandoned vehicles located elsewhere on the property. Further, all abandoned boats shall be removed from the property immediately.

5) All roofing material and roofing debris deposited behind the building on the subject property shall be removed immediately.

6) All trash dumpsters on the subject property shall be relocated to the east of the 20-foot wide macadam driveway entrance to the property. The dumpsters shall be properly screened and out of view from neighboring residential properties.

7) The Petitioners shall immediately install an 8-foot high screening fence along the westernmost property line, the same property line that abuts residential lots 6, 7, 8 and 9 as these lots are depicted on Petitioner's site plan. Said screening shall continue along the northernmost property line of the subject site, the same property line that abuts lots 12, 13, 14, 15, 16 and 17 as these lots are depicted on Petitioner's site plan. This screening shall be for the purpose of mitigating the effects of this commercial use upon adjacent and surrounding property owners.

8) The Petitioners shall keep and maintain the subject property in full compliance with all Zoning, Health and Fire Department regulations and any other applicable laws and ordinances that may apply to this property.

9) Upon completion of the required improvements, Petitioner shall submit a new site plan showing the changes made to the property pursuant to these restrictions for inclusion in the case file.

10) Upon request and reasonable notice, Petitioners shall permit a representative of the Zoning Enforcement Division to make an inspection of the subject property to insure compliance with this Order in the event it becomes necessary to do so as a result of a complaint.

11) When applying for any permits, the site plan and landscaping plan filed must reference this case and set forth and address the restrictions of this Order.

12) Each and every restriction listed above played an integral part in the granting of the relief requested. The Petitioners shall be prevented from appealing any one restriction in particular. Any appeal taken by the Petitioners shall be an appeal of the entire Order and the entire case shall then be heard de novo before the Board of Appeals.

Timothy M. Kotroco
TIMOTHY M. KOTROCO
Deputy Zoning Commissioner
for Baltimore County

TWK:bjs

Suite 113, Concourse
400 Washington Avenue
Towson, MD 21204

April 14, 1992

Gary Huddles, Esquire
P.O. Box 15027
Pikesville, Maryland 21208

RE: PETITION FOR SPECIAL HEARING
832 Milford Mill Road (relocated), 210' E of c/l of Greenwood Road
(4400 Milford Mill Road)
3rd Election District - 2nd Councilmanic District
Howard L. Snyder and Alvin Blaker - Petitioners
Case No. 92-345-SPH

Dear Mr. Huddles:

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

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this order. For further information on filing an appeal, please contact Ms. Charlotte Radcliffe at 887-1391.

Very truly yours,

Timothy M. Kotroco

TIMOTHY M. KOTROCO
Deputy Zoning Commissioner
for Baltimore County

TMK:bjjs

cc: Mr. David A. Williams, 11 Greenwood Road, Pikesville, Md. 21208

Ms. Elizabeth Stellman, 1008 Windsor Road, Pikesville, Md. 21208

Mr. Shawn Costello, 15 Greenwood Road, Baltimore, Md. 21208

Mr. Daniel Holden, 4112 Conby Road, Baltimore, Md. 21208

Mr. Scott Tracey, 15 Greenwood Road, Baltimore, Md. 21208

Ms. Pearl Seal, 623 Greenwood Road, Baltimore, Md. 21208

People's Counsel: Eyle

Petition for Special Hearing

to the Zoning Commissioner of Baltimore County 92-345-SPH

The undersigned, legal owner(s) of the property situated 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 the existing service garage business located at 4400 Milford Mill Road as a legal nonconforming use and to approve the existing location for a free-standing sign.

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 policies of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

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

Legal Owner(s):

(Type or Print Name)

Signature

Address

City and State

Attorney for Petitioner:

Gary Huddles, Esquire

(Type or Print Name)

Address

Signature

P.O. Box 15027

Address

Baltimore, MD 21208

City and State

Attorney's Telephone No.: (410) 653-6300

Legal Owner(s):

Howard L. Snyder

(Type or Print Name)

Signature

Address

Alvin Blaker

(Type or Print Name)

Signature

Address

2808 Grasty Woods Lane

Address

Baltimore, MD 21208

City and State

Name, address and phone number of legal owner, contractor purchaser or representative to be contacted

Gary Huddles, Esquire

Name

P.O. Box 15027

Baltimore, MD 21208

Address

Phone No.

ORDER RECEIVED FOR FILING

Date 4/14/92

By [Signature]



ESTIMATED LENGTH OF HEARING - 1/2 HR. + 1 HR.
AVAILABLE FOR HEARING
M.W., T.S., WED. - NEXT TWO MONTHS
ALL OTHER DATE
REVIEWED BY DATE

SIHANABERGER & LANE

Surveying • Land Planning • Construction Stakeman

ZONING DESCRIPTION

PROPERTY:

Beginning at a point 159 feet east of the centerline of Greenwood Road (70 feet wide) and 260 feet north of the right-of-way line of Relocated Milford Mill Road (70 feet wide); thence the following courses and distances:

1. North 17° 08' 40" West 157.15 feet; thence

2. North 70° 23' 30" East 337.07 feet; thence

3. North 11° 13' 00" East 160.19 feet; thence

4. South 41° 55' 15" East 100.70 feet; thence

5. South 41° 13' 00" West 291.16 feet; thence

6. South 70° 23' 30" West 267.71 feet to the place of beginning as recorded in Liber 5849, Folio 196 (saving and excepting Liber 6781, Folio 469).

Containing 70,040 square feet, or 1.6079 acres, more or less. Also known as 1400 Milford Mill Road and located in the Third Election District.

EASEMENT:

Beginning at a point on the north side of Relocated Milford Mill Road (70 feet wide) at a distance of 210 feet east of the centerline of Greenwood Road (50 feet wide); thence the following courses and distances:

1. North 30° 32' 54" East 21.10 feet; thence

2. North 14° 45' 53" West 53.81 feet; thence

3. Radius=190.00 feet, length=54.98 feet (chord=North 06° 00' 53" West 54.76 feet); thence

4. North 02° 44' 07" East 86.20 feet; thence

5. Radius=190.00 feet, length=71.27 feet (chord=North 08° 00' 38" West 70.85 feet); thence

6. North 18° 45' 23" West 11.98 feet; thence

7. North 70° 23' 30" East 20.01 feet; thence

8. South 18° 45' 23" East 12.48 feet; thence

9. Radius=210.00 feet, length=78.77 feet (chord=South 08° 00' 38" East 78.31 feet); thence

10. South 02° 44' 07" West 86.28 feet; thence

11. Radius=160.00 feet, length=48.87 feet (chord=South 06° 00' 53" East 48.68 feet); thence

12. South 14° 45' 53" East 53.81 feet; thence

13. South 60° 04' 39" East 21.10 feet; thence

14. Radius=1602.02 feet, length=50.00 feet (chord=South 75° 14' 08" West 50.00 feet) to the place of beginning as recorded in Liber 6797, Folio 238.

Containing 6,269 square feet, or 0.1439 acres, more or less.

8726 Town and Country Boulevard • Suite 107 • Ellicott City, Maryland 21043 • (301) 461-9563

SIGN AREA:

Beginning at a point on the north side of Relocated Milford Mill Road (70 feet wide) at a distance of 260 feet east of the centerline of Greenwood Road (70 feet wide); thence the following courses and distances:

1. Radius=1,602.02 feet, length=10.00 feet (chord=North 74° 09' 23" East 10.00 feet); thence

2. North 14° 45' 53" West 34.65 feet; thence

3. South 75° 14' 07" West 25.00 feet; thence

4. South 14° 45' 53" East 20.00 feet; thence

5. South 60° 04' 39" East 21.10 feet to the place of beginning.

Containing 759 square feet, or 0.0174 acres, more or less.



Charles E. Schmidt

CERTIFICATE OF POSTING

ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

District: 3
Date of Posting: March 23, 1992

Posted for: 92-345-SPH

Petitioner: Howard L. Snyder and Alvin Blaker

Location of property: 4400 Milford Mill Road (relocated), 210' E of c/l of Greenwood Road

Location of Sign: 4400 Milford Mill Road (relocated), 210' E of c/l of Greenwood Road

Remarks: Special Hearing to approve the existing service garage business as a legal nonconforming use and to approve the existing location for a free-standing sign.

Posted by: [Signature]

Date of return: March 27, 1992

Number of Signs: 1

CERTIFICATE OF PUBLICATION

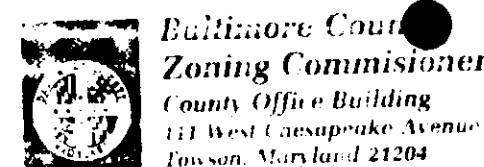
TOWSON, MD., 3/26, 1992

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper published in Towson, Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 3/26, 1992

THE JEFFERSONIAN,

S. Zehe
Publisher

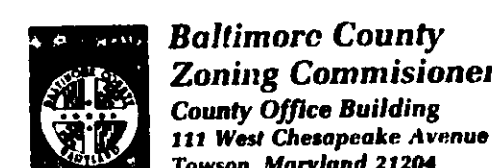
\$44.73



Date

Account: R 001-6150
Number

Cashier Validation



Date

Account: R 001-6150
Number

Cashier Validation

Please Make Checks/Payable to Baltimore County \$175.00
BA 0003-577403-12 92

111 West Chesapeake Avenue
Towson, MD 21204

(410) 887-3353

DATE: 3/30/92

Howard L. Snyder and Alvin Blaker
2808 Grasty Woods Lane
Baltimore, Maryland 21208

RE:
CASE NUMBER: 92-345-SPH
N/S Milford Mill Road (relocated), 210' E of c/l Greenwood Road
4400 Milford Mill Road
3rd Election District - 2nd Councilmanic
Petitioner(s): Howard L. Snyder & Alvin Blaker

Dear Petitioner(s):

Please be advised that \$9.73 is due for advertising and posting of the above captioned property.

THIS FEE MUST BE PAID. ALSO, THE ZONING SIGN & POST SIGN(S) MUST BE RETURNED ON THE DAY OF THE HEARING OR THE ORDER SHALL NOT ISSUE. DO NOT REMOVE THE SIGN & POST SIGN(S) FROM THE PROPERTY UNTIL THE DAY OF THE HEARING.

Please forward your check via return mail to the Zoning Office, County Office Building, 111 W. Chesapeake Avenue, Room 113, Towson, Maryland 21204. It should have your case number noted thereon and be made payable to Baltimore County, Maryland. In order to prevent delay of the issuance of proper credit and/or your Order, immediate attention to this matter is suggested.

ARNOLD JARON
DIRECTOR

cc: Gary Huddles, Esq.

111 West Chesapeake Avenue
Towson, MD 21204

(410) 887-3353

MARCH 20, 1992

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing on the property identified herein in Room 113, Baltimore County Courthouse, 400 Washington Avenue, Towson, Maryland 21204 as follows:

CASE NUMBER: 92-345-SPH
N/S Milford Mill Road (relocated), 210' E of c/l Greenwood Road
4400 Milford Mill Road
3rd Election District - 2nd Councilmanic
Petitioner(s): Howard L. Snyder & Alvin Blaker
HEARING: WEDNESDAY, APRIL 15, 1992 at 9:00 a.m.

Special Hearing to approve the existing service garage business as a legal nonconforming use and to approve the existing location for a free-standing sign.

Lawrence E. Schmidt
Lawrence E. Schmidt

Zoning Commissioner of
Baltimore County

cc: Howard Snyder and Alvin Blaker
Gary Huddles, Esq.

NOTE: HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.

Baltimore County Government
Office of Zoning Administration
and Development Management
Office of Planning & Zoning
111 West Chesapeake Avenue
Towson, MD 21204
(410) 887-3353
April 6, 1991

Gary Huddles, Esquire
P.O. Box 15027
Baltimore, MD 21208

RE: Item No. 360, Case No. 92-345-SPH
Petitioner: Howard L. Snyder, et al
Petition for Special Hearing

Dear Mr. Huddles:

The Zoning Plans Advisory Committee (ZAC) has reviewed the plans submitted with the above referenced petition. The attached comments from each reviewing agency are not intended to assure that all parties, i.e. Zoning Commissioner, attorney and/or the petitioner, are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case.

Enclosed are all comments submitted thus far from the members of ZAC that offer or request information on your petition. If additional comments are received from other members of ZAC, 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.

The following comments are related only to the filing of future zoning petitions and are aimed at expediting the petition filing process with this office.

1) The Director of Zoning Administration and Development Management has instituted a system whereby seasoned zoning attorneys who feel that they are capable of filing petitions that comply with all aspects of the zoning regulations and petitions filing requirements can file their petitions with this office without the necessity of a review by Zoning personnel.

Baltimore County Government
Office of Zoning Administration
and Development Management
Office of Planning & Zoning
111 West Chesapeake Avenue
Towson, MD 21204
(410) 887-3353

Your petition has been received and accepted for filing this 11th day of March, 1992.

Arnold Jablon
ARNOLD JABLON
DIRECTOR

Received By:

W. Carl Rebeck Jr.
Chairman,
Zoning Plans Advisory Committee

Petitioner: Howard L. Snyder, et ux
Petitioner's Attorney: Gary Huddles

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Zoning Administration and
Development Management
DATE: April 7, 1992
FROM: Ervin McDaniel, Chief
Office of Planning and Zoning
Development Review Section
SUBJECT: Howard L. Snyder, Item No. 360

SUMMARY AND RECOMMENDATIONS:

The petitioner is requesting a special hearing to allow an existing automotive service garage to continue as a non-conforming use and approval of a free standing sign within an easement area on property owned by MDOT, Mass Transit Administration.

A recent inspection of this site revealed disabled vehicles not being stored in the designated disabled vehicle storage area. The Office of Planning and Zoning is concerned about the visual and noise impact this site has on the adjacent residential area. There is not fencing surrounding the designated disabled vehicle storage area. The parking area in front of the building does not have a durable and dustless surface nor is landscaped as required in Sec. 409.8 Design Standard (SC2R).

Based upon the analysis conducted and information provided staff recommends APPROVAL of the petitioners request subject to the following:

1. A landscape plan showing planting, fencing and screening of the site, as well as fencing of the storage should be reviewed and approved by the Deputy Director, Office of Planning and Zoning within 30 days of approval by the Zoning Commissioner. In addition a durable and dustless surface should also be provided. All items listed above should be completed by the petitioner within 90 days of approval by the Zoning Commissioner.

If there should be any further questions or if this office can provide additional information, please contact Francis Morsey in the Office of Planning at 887-3211.

EM/FM/rdn
360.ZAC/ZAC1

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT
INTER-OFFICE CORRESPONDENCE

March 19, 1992

TO: Arnold Jablon, Director
Zoning Administration and Development Management
FROM: DIVISION OF GROUND WATER MANAGEMENT
SUBJECT: Zoning Item #360, Zoning Advisory Committee Meeting of March 24, 1992, Mr. Howard L. Snyder & Alvin Blaker, N/S Milford Mill Road Relocated, 210' E of centerline Greenwood Road (#4400 Milford Mill Road), D-3, Public Water and Sewer

COMMENTS ARE AS FOLLOWS:

If lubrication work and oil changes are performed at this location, the method providing for the elimination of waste oil must be in accordance with the State Department of the Environment.

SSF:rmp

360.ZNG/GWRMP

Baltimore County Government
Fire Department
700 East Joppa Road, Suite 901
Towson, MD 21204-5500
(301) 887-4500
MARCH 31, 1992

Arnold Jablon
Director
Zoning Administration and
Development Management
Baltimore County Office Building
Towson, MD 21204

RE: Property Owner: HOWARD L. SNYDER AND ALVIN BLAKER
Location: #4400 MILFORD MILL ROAD
Item No.: 360 Zoning Agenda: MARCH 24, 1992

Gentlemen:

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

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", 1988 edition prior to occupancy.

REVIEWER: *[Signature]* Noted and Approved
Planning Group Fire Prevention Bureau
Special Inspection Division

JP/KEK

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Zoning Administration and Development Management
DATE: March 24, 1992
FROM: Robert W. Bowling, P.E.
RE: Zoning Advisory Committee Meeting
for March 24, 1992

The Developers Engineering Division has reviewed the subject zoning items and we have no comments for Items 354, 356, 358, 359, 360, 361 and 365.

For Items 357 and 364, these sites must be submitted through the new subdivision process for review and comments.

Robert W. Bowling
ROBERT W. BOWLING, P.E., Chief
Developers Engineering Division

RWB:s

RECEIVED
MAR 26 1992

ZONING OFFICE

Baltimore County Government
Zoning Commissioner
Office of Planning and Zoning
Suite 113 Courthouse
400 Washington Avenue
Towson, MD 21204
August 10, 1992
(410) 887-4386

Mr. Howard L. Snyder
2808 Grasty Woods Lane
Baltimore, Maryland 21208

RE: PETITION FOR SPECIAL HEARING
N/S Milford Mill Road (Relocated), 210' E of the c/l of Greenwood Road
(4400 Milford Mill Road)
3rd Election District - 2nd Councilmanic District
Howard L. Snyder and Alvin Blaker - Petitioners
Case No. 92-345-SPH

Dear Mr. Snyder:

The purpose of this letter is to serve as a follow-up to our site inspection of the subject property, which was made at your request, on Tuesday, August 4, 1992. On that date, James H. Thompson, Zoning Enforcement Supervisor, myself, and you met at the site to determine if we were in agreement as to how you should proceed to insure compliance with the Order issued in the above-captioned matter by me on June 8, 1992. Scott Tracey, who resides in the area and is one of the Protestants who attended the hearing on this matter, also appeared.

One of the restrictions imposed by my Order required that you install an 8-foot high screening fence around the perimeter of your property where it borders certain residential properties in the adjacent community. After inspecting the property, it became apparent that the construction of a fence in certain areas would require the removal of some very large, mature trees. I felt that it was not in the best interests of the residents in the community and it would not be within the spirit and intent of my order to have such mature trees removed in order to erect an 8-foot high fence. Therefore, it was agreed that the fence would not continue along the property line behind Lot Nos. 16 and 17, as those lots are depicted on the site plan of the property.

It also became apparent to me that the construction of an 8-foot high fence to the rear of the existing building would require the removal of several large branches from some existing weeping willow trees located directly behind the Petitioners' building. I thought it would be in the best interests of the community that the fence along this particular stretch of property be only 6 feet high as opposed to 8 feet high which, in my opinion, would eliminate the need to remove branches and possibly damage the weeping willow trees. It was therefore agreed that a 6-foot high fence in this area would suffice.

Mr. Howard L. Snyder
August 10, 1992
Page 2

Furthermore, the site inspection revealed that the natural screening currently existing in the area where the dumpsters are proposed to be located will be sufficient and there will be no need to provide fencing as the proper amount of screening is provided naturally.

In the afternoon following the site inspection, I received a telephone call from Scott Tracey who insisted that the fence remain at 8 feet in height along the rear property line and not be reduced to 6 feet. He indicated to me that he had the permission of the entire community to speak on their behalf. It is therefore being requested that you maintain an 8-foot high fence along the rear property line as originally required by my Order, excepting therefrom that area along Lots 16 and 17. Any damage that occurs to the weeping willow trees as a result of the subject fencing will be as a result of the community's insistence that the 8-foot height be maintained and not by virtue of my decision in this matter.

A copy of this letter will be sent to all residents who appeared at the hearing whose addresses are contained in the file. Any questions concerning this letter should be directed to my office at 887-4386.

Very truly yours,

Timothy M. Kotroco
TIMOTHY M. KOTROCO
Deputy Zoning Commissioner
for Baltimore County

TMK:bjs

cc: Mr. David A. Williams
11 Greenwood Road, Pikesville, Md. 21208
Ms. Elizabeth Stellan
1008 Windsor Road, Pikesville, Md. 21208
Ms. Shawn Costello
15 Greenwood Road, Baltimore, Md. 21208
Mr. Daniel Holden
4112 Colby Road, Baltimore, Md. 21208
Mr. Scott Tracey
15 Greenwood Road, Baltimore, Md. 21208
Ms. Pearl Seal
623 Greenwood Road, Baltimore, Md. 21208
People's Counsel; File

Baltimore County Government
Office of Zoning Administration
and Development Management
Office of Planning & Zoning
111 West Chesapeake Avenue
Towson, MD 21204
March 23, 1992
(410) 887-3353

Mr. Martin Spisler
317 Upland Road
Baltimore, MD 21208

Mr. Michael Omara
319 Upland Road
Baltimore, MD 21208

Mr. Scott Tracey
15 Greenwood Road
Baltimore, MD 21208

RE: Case No. 91-175-AB
District Court Case No. 1073-92 SP/T
4400 Milford Mill Road
3rd Election District

Messrs Spisler, Omara and Tracey:

As a follow up to my letter of March 4, 1992 on March 12, 1992, the petition filing relative to a special hearing for a nonconforming use as to a service garage and free-standing sign at 4400 Milford Mill Road has been completed.

At present, Special Hearing No. 92-345-SPH has been scheduled for Wednesday, April 15, 1992 at 9:00 a.m. in Room 118 in the Old Court House located at 400 Washington Avenue, Towson, Maryland 21204.

Baltimore County will erect a public hearing notice as to this matter on the subject property no later than April 1, 1992.

Again, this office does appreciate your patience to date and during the April hearing date your concerns can be addressed before either the Zoning Commissioner or his deputy.

Sincerely,

James H. Thompson
Zoning Enforcement Coordinator

JHT:cer

cc: Lawrence E. Schmidt - Zoning Commissioner
Inspector Timothy L. Fitts

Zoning Enforcement

Baltimore County
Zoning Administration & Development Management
111 West Chesapeake Avenue
Towson, Maryland 21204
(410) 887-3353

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE

TO: Timothy M. Kotroco
Deputy Zoning Commissioner
November 24, 1992

FROM: James H. Thompson
Zoning Enforcement Coordinator

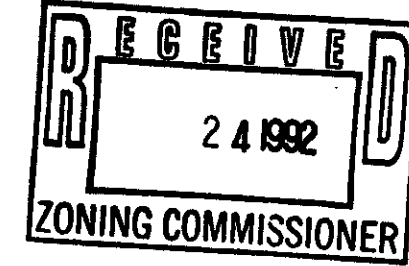
SUBJECT: CASE NO. 92-345SPH
CASE NO. 91-175AB
4400 Milford Mill Road
Snyder/Blaker - Petitioners
3RD ELECTION DISTRICT

Enclosed is correspondence that this office issued to Gary Huddles, Esquire on October 26, 1992. Within that week, Howard Snyder did submit to the enforcement division the required revisions to the site plan. What you will find with this memo are the revised site plans and it is requested that such documents be reviewed per your order by the Deputy Director of Planning.

If further questions remain, please contact me directly at 887-8094.

JHT:cer

Enclosure



Baltimore County Government
Office of Zoning Administration
and Development Management
Office of Planning & Zoning
111 West Chesapeake Avenue
Towson, MD 21204
October 26, 1992
(410) 887-3353

Gary Huddles, Esquire
P.O. Box 15027
Pikesville, MD 21208

RE: CASE NO. 92-345-SPH
CASE NO. 91-175AB
4400 MILFORD MILL ROAD
SNYDER/BLAKER - PETITIONERS
3RD ELECTION DISTRICT

Dear Mr. Huddles:

The last inspection made of the subject property was performed by Inspector Timothy Fitts on October 21, 1992 regarding completion of the slatting within the eight (8) foot high fence. This office is pleased to report that such requirement has been accomplished by the property owners. What remains to be accomplished pertains to restriction numbers 2 and 9 of case no. 92-345-SPH. Therefore, this office is requesting within the next 15 working days the landscape/site plan be submitted to the Deputy Zoning Commissioner Timothy M. Kotroco for subsequent review by the Deputy Director of Planning.

If additional questions remain as to this requirement, please contact this office at 887-3351. Again, the time factor in this case has been quite extensive and your cooperation is highly anticipated.

Sincerely,

James H. Thompson
Zoning Enforcement Coordinator

JHT:cer

cc: Councilman Melvin G. Mintz
Inspector Timothy Fitts
Mr. David A. Williams
Ms. Elizabeth Stellman
Ms. Shawn Costello
Mr. Daniel Holden
Mr. Scott Tracey
Ms. Pearl Seal
Mr. Martin Spisler
Mr. Michael Omara

Delivered by
HOWARD SNYDER
(owner)
653-2288

April 13, 1992

Mr. Melvin Mintz
Old Courthouse
400 Washington Ave.
Towson, MD 21204

RE: Non-conforming use hearing for 4400 Milford Mill Rd.
Rezoning issue 2-017 (42-345-SPH)

Dear Mr. Mintz,

The residents adjacent to 4400 Milford Mill Road are firmly opposed to the petition for a non-conforming use for that property. The owners, Mr. Howard Snyder and Mr. Alvin Blaker, have been renting the property to service garages and an auto body shop in violation of the existing zoning, which is Light Industrial (ML), for the past six to eight years. A hearing to determine whether the non-conforming use of this property will be allowed is to be held on April 15, 1992 in Room 118 of the Old Courthouse at 9:00 a.m. In addition, the property owners have applied for rezoning of the property to Business Roadside (BR).

The neighbors of Sudbrook Park have prepared documentation showing violations of the zoning regulations on the part of Howard Snyder and Alvin Blaker since they purchased the property in September 1984. The neighbors turned to zoning enforcement officials as a last resort after years of being ignored by the properties' tenants and owners upon confrontation. In addition, we have prepared documentation showing health and sanitation problems endured by local residents since the present owners bought the property. We present this to the County Council, as well as the planning and zoning departments, as examples of what will continue if Mr. Snyder is allowed to maintain the present businesses and if his petition for rezoning is granted.

Once again, we, the residents of Sudbrook Park, strongly oppose any rezoning of 4400 Milford Mill Road, and hope for stringent enforcement of the existing zoning in the near future. Also enclosed is a petition listing residents requesting action on this matter.

Thank you for your attention and cooperation.

Sincerely,

Scott Tracey
Scott Tracey
Shawn Costello
David Williams
Martin Spisler
Wallace Montague
Ronald Blades
Frank Reedy

PLEASE PRINT CLEARLY

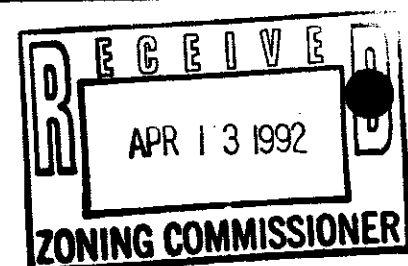
PETITIONER(S) SIGN-IN SHEET

NAME	ADDRESS
GARY HUDDLES, ATTORNEY	PO Box 15027 21208
NICK CONNORAN, CONSULTANT	2410 WOODSTOCK AVE 21213
HOWARD SNYDER	2808 GRASY WOODS LANE 21208
ALVIN BLAKER	3431 PHILIPS DR BALTO 21208
George Bramham Jr	132 Lees Mill Rd. Hampstead Md. 21074

PROTESTANT(S) SIGN-IN SHEET

92-345-SPH

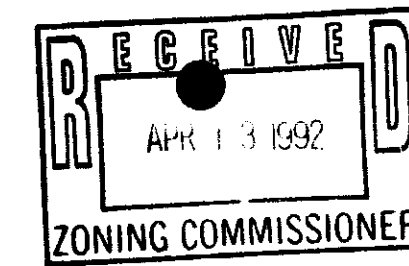
NAME	ADDRESS
DAVID A. WILLIAMS	11 GREENWOOD RD 21208
BETSY SUTHERLAND	1008 WINDSOR RD 21208
SCOTT TRACEY	15 GREENWOOD RD 21208
MARTIN SPISLER	317 UPLAND RD-21208
WALLACE G. MONTAGUE	321 UPLAND RD. 21208
DANIEL H. HOLDEN	4112 CATALPA RD. 21208
SHAWN COSTELLO	15 GREENWOOD RD. 21208
DANIEL H. HOLDEN	4112 CATALPA RD. 21208
PEARL SEAL	623 GREENWOOD RD. 21208
SCOTT TRACEY	15 GREENWOOD RD. 21208



April 1992 Petition for : 4400 Milford Mill Road
Baltimore, MD 21208

We, the undersigned, agree that the use of 4400 Milford Mill Road should conform to the existing Light Industrial (ML) zoning and that the conditions that exist are unacceptable to the surrounding neighborhood. Also, we oppose rezoning issue 2-017 to rezone 4400 Milford Mill Road as Business Roadside (BR) or Business Major (BM).

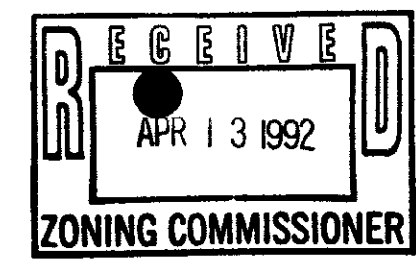
William A. Montague	321 Upland Rd. 21208
Shawn Costello	15 Greenwood Rd 21208
Lillian Spisler	
Raggya G. Gennell	320 Upland Road
William A. Montague	314 Upland Road
Virginia A. Gore	314 Upland Rd.
Al Sigismundi	8 Greenwood Rd.
Dorothy Sigismundi	8 Greenwood Rd.
James J. Ford	7 Greenwood Rd
Ralph Bruns	621 Greenwood Rd.
Nancy Murray	621 Greenwood Road
Robert Murray	621 Greenwood Rd
Pearl Seal	623 Greenwood Rd.
Edward X. Dand	623 GREENWOOD RD
Nancy B. Montague	321 Upland Rd.
William A. Montague	317 Upland Rd.
Frank P. Reedy	311 Upland Rd.



April 1992 Petition for : 4400 Milford Mill Road
Baltimore, MD 21208

We, the undersigned, agree that the use of 4400 Milford Mill Road should conform to the existing Light Industrial (ML) zoning and that the conditions that exist are unacceptable to the surrounding neighborhood. Also, we oppose rezoning issue 2-017 to rezone 4400 Milford Mill Road as Business Roadside (BR) or Business Major (BM).

Jill Beach	307 UPLAND RD
Joe Kurler	308 Upland Rd 21208
Caroline Kurler	318 Upland Rd 21208
Francis W. Blaker	329 Upland Rd 21208
Dan A. Williams	11 GREENWOOD RD. 21208
Brian A. Williams	11 GREENWOOD RD 21208
Shawn Costello	6 GREENWOOD 21208
Dorothy Kurler	609 Woodside Rd 21208
Hilary Buly	605 Woodside Rd 21208
Eugene Clinton	603 Woodside Rd. 21208
Jaqueline A. Jones	7 Greenwood Rd. 21208
George W. Blaker	15 GREENWOOD RD. 21208
Scott Tracey	15 GREENWOOD RD. 21208



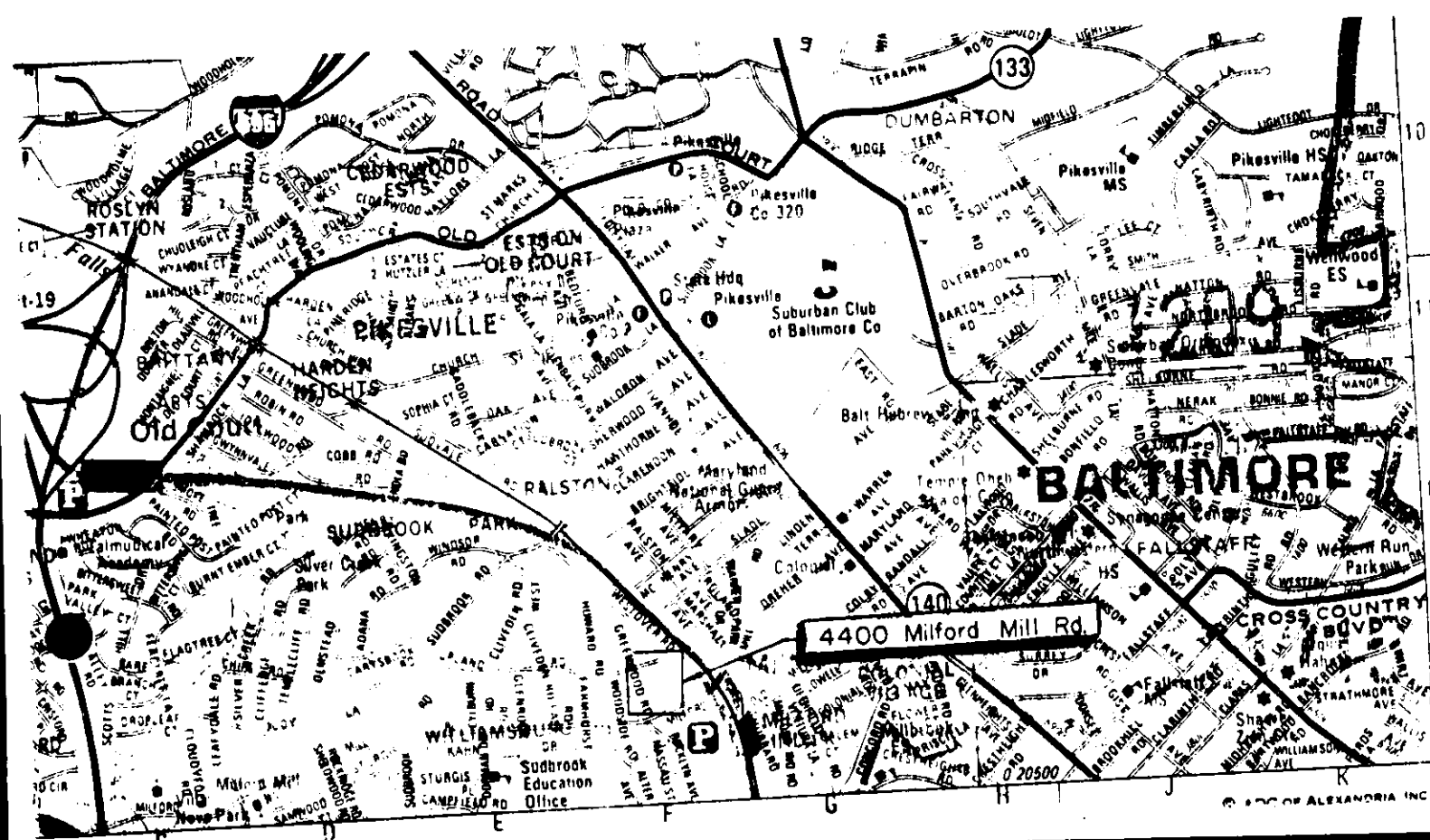
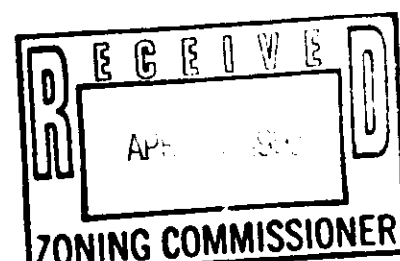
April 1992 Petition for : 4400 Milford Mill Road
Baltimore, MD 21208

We, the undersigned, agree that the use of 4400 Milford Mill Road should conform to the existing Light Industrial (ML) zoning and that the conditions that exist are unacceptable to the surrounding neighborhood. Also, we oppose rezoning issue 2-017 to rezone 4400 Milford Mill Road as Business Roadside (BR) or Business Major (BM).

Joan N. Lima	217 Upland Rd
Jordan B. Lima	
Dan A. Williams	
John A. Williams	
318 Upland Rd.	
Nadine Trissolomon	
316 Upland Rd.	
ROBY GIBSON	
316 UPLAND RD.	

4400 MILFORD MILL ROAD
NON-CONFORMING USE PETITION
AND
REZONING ISSUE 2-017
COMMUNITY RESPONSE

April 13, 1992



MILFORD INDUSTRIAL PARTNERSHIP
4609 HAWKSBURY ROAD
BALTIMORE, MARYLAND 21208

Mr. George J. Martinak
Deputy Zoning Commissioner
Baltimore County
Baltimore, Maryland 21204

Re: NW/ Corner of Milford Mill Road &
the Western Maryland Railroad
3rd Election District
MAP 78 -- Parcel 756

Dear Mr. Martinak:

Enclosed please find a copy of your letter dated December 6, 1977, giving your interpretation that the subject property enjoys a non-conforming status for industrial use. Also, please find an affidavit dated October 24, 1978, stating that the business existing on that property from 1954 through 1974, i.e., Pikesville Tire and Supply Company, would be classified as a service garage since they sold and mounted tires on cars and trucks. Because of this, I would appreciate your affirmation that the current business, Pikesville Towing, that has taken the place of Pikesville Tire and Supply Company, will also be granted non-conforming status as a service garage for auto repair and towing.

Very truly yours,
Howard Snyder
Howard Snyder, Partner

PETITIONER'S
EXHIBIT 2

baltimore county
office of planning and zoning
TOWSON, MARYLAND 21204
(301) 494-3353

S. ERIC DINENNA
ZONING COMMISSIONER
George J. Martinak
Deputy Zoning Commissioner

October 30, 1978

Mr. Howard Snyder
Milford Industrial Partnership
4609 Hawksbury Road
Baltimore, Maryland 21208

RE: Zoning Verification
NW/Corner of Milford Mill Road
and the Western Maryland Railroad -
3rd Election District

Dear Mr. Snyder:

Reference is made to your letter of October 26, 1978, and our conversation of that same date, wherein you request information concerning the above.

The subject property is currently zoned Manufacturing Light (M.L.) and, as such, would not permit a service garage. However, it is my interpretation that the referenced property does enjoy a legal, nonconforming use for a service garage, as defined and governed by Sections 101 and 104 of the Baltimore County Zoning Regulations. As I explained to you, in the event that this interpretation should be challenged at a later date, a Special Hearing would be required in order to adjudicate the matter.

Please call me if you have any further questions.

Very truly yours,

George J. Martinak
Deputy Zoning Commissioner

GJM:mr

cc: Mr. S. Eric Dinenna
Zoning Commissioner

Mr. James E. Dyer
Zoning Supervisor

PETITIONER'S
EXHIBIT 3

PETITIONER'S
EXHIBIT 4

October 24, 1978

Baltimore County Zoning Department
County Office Building
Towson, Maryland 21204

Gentlemen:

This letter is to advise that during the period of time that I was associated with my brother in the business known as Pikesville Tire & Supply Co., at Milford Mill Road and Western Maryland Railroad, we conducted a wholesale and retail tire and automobile parts business. Tires were mounted on automobiles and trucks when the occasion arose. At our plant we maintained an air compressor, tire mounting equipment, and all related tools in order to mount automobile tires.

My brother operated this business at this location from the period 1954 to December 13, 1974.

I trust that this information will be of some help to you in determining any zoning factor in connection with this property.

Yours very truly,

John Howard Franklin
John Howard Franklin

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That on this 24th day of October, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared John Howard Franklin and he made oath in due form of law that the foregoing statements made by him are true and correct to the best of his knowledge, information, and belief.

AS WITNESS my hand and Notarial Seal

John M. Smith
Notary Public

020:MJL:10
4/21/78

PETITIONER'S
EXHIBIT 5

THIS LEASE is made this 2nd day of April, 1981, by and between MILFORD INDUSTRIAL PARTNERSHIP, a Maryland partnership, hereinafter called "Landlord", and RANDALLSTOWN SUNSCO AND MARK CAROPRESO AND MARY-BEK CAROPRESO hereinafter collectively called "Tenant".

RECITAL:

Landlord is the owner of the one-story warehouse building in Baltimore County, Maryland, shown on Exhibit A annexed hereto, which building is hereinafter called the "Building". As used herein the term "Real Property" shall mean the 1.86 acre parcel of land, more or less, together with the improvements thereon (including the Building), shown on Exhibit A.

WITNESSETH:

That for an in consideration of the terms, covenants and conditions herein contained, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, bay number 3 of the Building (hereinafter called the "Premises"). The premises are shown on Exhibit A.

This Lease is made upon the following terms, conditions and covenants:

1. This Lease shall be for a term of 5 years commencing on APRIL 1, 1984 and ending on MARCH 31, 1989.
2. (a) During the term Tenant shall pay Landlord minimum rent at the annual rate of 700 PER MONTH FOR 6 MONTHS AND 900 PER MONTH FOR THE FOLLOWING 54 MONTHS. TOTAL RENTAL IS \$52,800

Dollars (\$ 52,800), payable in equal monthly installments of 700 for 6 months and 900 thereafter.

(b) Beginning on the first anniversary of the date the term commences and continuing on each subsequent anniversary of said date (each anniversary of said date being hereinafter called the "adjustment date") the annual minimum rent referred to in Paragraph 2(a) shall be increased proportionately to the increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics for "All Urban Consumers: Selected Areas, all items index, 1967=100", U.S. City Average, between the calendar month in which the term of this Lease began and the calendar month in which the adjustment date falls. If said Consumer Price Index is discontinued, then the adjustment shall be made according to such other index then commonly in use for measuring increases in the cost of living as is acceptable to Landlord.

(c) Whenever under the terms of this Lease any sum of money is required to be paid by Tenant in addition to the minimum rent herein reserved, whether or not such sum is herein designated as "additional rent" or provision is made for the collection of said sum as additional rent, said sum shall, nevertheless, be deemed to be additional rent, and shall be collectible as rent.

020:MJL:10
4/21/78

Milford Auto Service
PETITIONER'S
EXHIBIT 6

THIS LEASE is made this 2nd day of April, 1981, by and between MILFORD INDUSTRIAL PARTNERSHIP, a Maryland partnership, hereinafter called "Landlord", and RANDALLSTOWN SUNSCO AND MARK CAROPRESO AND MARY-BEK CAROPRESO hereinafter collectively called "Tenant".

RECITAL:

Landlord is the owner of the one-story warehouse building in Baltimore County, Maryland, shown on Exhibit A annexed hereto, which building is hereinafter called the "Building". As used herein the term "Real Property" shall mean the 1.86 acre parcel of land, more or less, together with the improvements thereon (including the Building), shown on Exhibit A.

WITNESSETH:

That for an in consideration of the terms, covenants and conditions herein contained, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, bay number 3 of the Building (hereinafter called the "Premises"). The premises are shown on Exhibit A.

This Lease is made upon the following terms, conditions and covenants:

1. This Lease shall be for a term of FIVE (5) years commencing on APRIL 1, 1984 and ending on MARCH 31, 1989.
2. (a) During the term Tenant shall pay Landlord minimum rent at the annual rate of 700 PER MONTH FOR 6 MONTHS AND 900 PER MONTH FOR THE FOLLOWING 54 MONTHS. TOTAL RENTAL IS \$52,800

Dollars (\$ 52,800), payable in equal monthly installments of 700 for 6 months and 900 thereafter.

(b) Beginning on the first anniversary of the date the term commences and continuing on each subsequent anniversary of said date (each anniversary of said date being hereinafter called the "adjustment date") the annual minimum rent referred to in Paragraph 2(a) shall be increased proportionately to the increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics for "All Urban Consumers: Selected Areas, all items index, 1967=100", U.S. City Average, between the calendar month in which the term of this Lease began and the calendar month in which the adjustment date falls. If said Consumer Price Index is discontinued, then the adjustment shall be made according to such other index then commonly in use for measuring increases in the cost of living as is acceptable to Landlord.

(c) Whenever under the terms of this Lease any sum of money is required to be paid by Tenant in addition to the minimum rent herein reserved, whether or not such sum is herein designated as "additional rent" or provision is made for the collection of said sum as additional rent, said sum shall, nevertheless, be deemed to be additional rent, and shall be collectible as rent.

PETITIONER'S
EXHIBIT 7

THIS LEASE is made this 15th day of January, 1981, by and between Milford Industrial Partnership

George Burnham, Jr. and Milford Auto Service, Inc. hereinafter called "Landlord"; and hereinafter called "Tenant".

WITNESSETH: That for and in consideration of the covenants, conditions and agreements herein contained, Landlord does hereby lease to Tenant, and Tenant does hereby rent from Landlord, for the period, at the rentals, and on the terms and conditions hereinafter set forth, the store premises (the "Premises") in the 4400 Milford Mill shopping center (the "Center") in BALTO County, Maryland, having approximate outside dimensions of 40 feet in width and 78.75 feet in depth, which is designated as store number ONE (1) on the site plan of the Center (the "Site Plan") annexed hereto as Exhibit 1. As used herein, the term "Center" refers to the land outlined on the Site Plan, and the improvements now or hereafter thereon. The building in which the Premises are situated is hereinafter called the "Building".

Section 1.01. Term. The term of this Lease shall commence on FEB 1, 1980 and shall end on MAR 31, 1985.

Section 2.01. Quiet Enjoyment. So long as Tenant complies with the terms, covenants and conditions of this Lease on Tenant's part, Tenant shall have the peaceful and quiet use of the Premises, subject to the terms, covenants and conditions of this Lease, without interference by Landlord or anyone claiming rights in the Premises by, through or under Landlord. In the event of any breach by the Landlord of this covenant, provided the same would in law and/or equity entitle Tenant to cancel this Lease, Tenant may, by written notice given to Landlord within thirty (30) days after any such breach shall have occurred, cancel this Lease, and upon any such cancellation all rights of either party against the other shall cease and the term of this Lease shall expire as if the date of such cancellation were the date originally fixed herein for the expiration of the term. Such right of cancellation shall be Tenant's sole remedy for any breach by Landlord of the covenant herein set forth; Tenant hereby waiving all other remedies for any such breach.

Section 2.02. Mortgage Subordination. The holder of any mortgage or deed of trust now existing or hereafter placed upon

4/21/78

SLADE AUTO Body
PETITIONER'S
EXHIBIT 8

THIS LEASE is made this 15th day of January, 1981, by and between MILFORD INDUSTRIAL PARTNERSHIP, a Maryland partnership, hereinafter called "Landlord", and IRA STOYENKO hereinafter collectively called "Tenant".

RECITAL:

Landlord is the owner of the one-story warehouse building in Baltimore County, Maryland, shown on Exhibit A annexed hereto, which building is hereinafter called the "Building". As used herein the term "Real Property" shall mean the 1.86 acre parcel of land, more or less, together with the improvements thereon (including the Building), shown on Exhibit A.

WITNESSETH:

That for an in consideration of the terms, covenants and conditions herein contained, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, bay number 3 of the Building (hereinafter called the "Premises"). The premises are shown on Exhibit A.

This Lease is made upon the following terms, conditions and covenants:

1. This Lease shall be for a term of ONE (1) years commencing on OCTOBER 15, 1983 and ending on OCTOBER 14, 1984.
2. (a) During the term Tenant shall pay Landlord minimum rent at the annual rate of SEVENTY-TWO HUNDRED

Dollars (\$ 7200), payable in equal monthly installments of SIX

HUNDRED Dollars (\$ 600), in advance, on the first day of each calendar month. If the term of this Lease commences on a date other than the first day of a calendar month, the minimum rent for the period from the commencement date to the first day of the first full calendar month of the term shall be prorated at the aforesaid monthly rate (proportionately as the number of days remaining in such month bears to the total number of days in such month) and shall be payable on the date the term commences. All rent payable by Tenant to Landlord under this Lease shall be paid to Landlord at 4609 Hawksbury Road, Baltimore, Maryland 21208, or such other address as Landlord may hereafter designate in writing to Tenant. Tenant shall pay the installments of rent when due, without any deduction, abatement or setoff whatsoever.

(b) Beginning on the first anniversary of the date the term commences and continuing on each subsequent anniversary of said date (each anniversary of said date being hereinafter called the "adjustment date") the annual minimum rent referred to in Paragraph 2(a) shall be increased proportionately to the increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics for "All Urban Consumers: Selected Areas, all items index, 1967=100", U.S. City Average, between the calendar month in which the term of this Lease began and the calendar month in which the adjustment date falls. If said Consumer Price Index is discontinued, then the adjustment shall be made according to such other index then commonly in use for measuring increases in the cost of living as is acceptable to Landlord.

(c) Whenever under the terms of this Lease any sum of money is required to be paid by Tenant in addition to the minimum rent herein reserved, whether or not such sum is herein designated as "additional rent" or provision is made for the collection of said sum as additional rent, said sum shall, nevertheless, be deemed to be additional rent, and shall be collectible as rent.

PETITIONER'S EXHIBIT 11

THIS LEASE is made this 30th day of March, 1988,
by and between Milford Industrial Partnership
hereinafter called "Landlord"; and
Lynn V. Knowlton & Michael J. Quinto, Jr. t/a Automotive
Excellence hereinafter called "Tenant".

WITNESSETH: That for and in consideration of the covenants,
conditions and agreements herein contained, Landlord does hereby
lease to Tenant, and Tenant does hereby rent from Landlord, for
the period, at the rentals, and on the terms and conditions
hereinafter set forth, the store premises (the "Premises") in the
Milford Industrial shopping center (the "Center") in
Baltimore County, Maryland, having approximate outside
dimensions of 40.5 feet in width and 76.5 feet in
depth, which is designated as store number One (1) on the site
plan of the Center (the "Site Plan") annexed hereto as Exhibit 1.
As used herein, the term "Center" refers to the land outlined on
the Site Plan, and the improvements now or hereafter thereon. The
building in which the Premises are situated is hereinafter called
the "Building".

Section 1.01. Term. The term of this Lease shall commence
on May 1, 1988, and shall end on April 30, 1989.

Section 2.01. Quiet Enjoyment. So long as Tenant complies
with the terms, covenants and conditions of this Lease on
Tenant's part, Tenant shall have the peaceful and quiet use of
the Premises, subject to the terms, covenants and conditions of
this Lease, without interference by Landlord or anyone claiming
rights in the Premises by, through or under Landlord. In the
event of any breach by the Landlord of this covenant, provided
the same would in law and/or equity entitle Tenant to cancel this
Lease, Tenant may, by written notice given to Landlord within
thirty (30) days after any such breach shall have occurred,
cancel this Lease, and upon any such cancellation all rights of
either party against the other shall cease and the term of this
Lease shall expire as if the date of such cancellation were the
date originally fixed herein for the expiration of the term. Such
right of cancellation shall be Tenant's sole remedy for any
breach by Landlord of the covenant herein set forth; Tenant
hereby waiving all other remedies for any such breach.

Section 2.02. Mortgage Subordination. The holder of any
mortgage or deed of trust now existing or hereafter placed upon

PETITIONER'S EXHIBIT 12

THIS LEASE is made this 30th day of March, 1988,
by and between Milford Industrial Partnership
hereinafter called "Landlord"; and
Lynn V. Knowlton & Michael J. Quinto, Jr. t/a Automotive
Excellence hereinafter called "Tenant".

WITNESSETH: That for and in consideration of the covenants,
conditions and agreements herein contained, Landlord does hereby
lease to Tenant, and Tenant does hereby rent from Landlord, for
the period, at the rentals, and on the terms and conditions
hereinafter set forth, the store premises (the "Premises") in the
Milford Industrial shopping center (the "Center") in
Baltimore County, Maryland, having approximate outside
dimensions of 40.5 feet in width and 76.5 feet in
depth, which is designated as store number Two (2) on the site
plan of the Center (the "Site Plan") annexed hereto as Exhibit 1.
As used herein, the term "Center" refers to the land outlined on
the Site Plan, and the improvements now or hereafter thereon. The
building in which the Premises are situated is hereinafter called
the "Building".

Section 1.01. Term. The term of this Lease shall commence
on May 1, 1988, and shall end on April 30, 1989.

Section 2.01. Quiet Enjoyment. So long as Tenant complies
with the terms, covenants and conditions of this Lease on
Tenant's part, Tenant shall have the peaceful and quiet use of
the Premises, subject to the terms, covenants and conditions of
this Lease, without interference by Landlord or anyone claiming
rights in the Premises by, through or under Landlord. In the
event of any breach by the Landlord of this covenant, provided
the same would in law and/or equity entitle Tenant to cancel this
Lease, Tenant may, by written notice given to Landlord within
thirty (30) days after any such breach shall have occurred,
cancel this Lease, and upon any such cancellation all rights of
either party against the other shall cease and the term of this
Lease shall expire as if the date of such cancellation were the
date originally fixed herein for the expiration of the term. Such
right of cancellation shall be Tenant's sole remedy for any
breach by Landlord of the covenant herein set forth; Tenant
hereby waiving all other remedies for any such breach.

Section 2.02. Mortgage Subordination. The holder of any
mortgage or deed of trust now existing or hereafter placed upon

MASS TRANSIT ADMINISTRATION 300 West Lexington Street Baltimore, Maryland 21201-3415

March 30, 1992

PETITIONER'S EXHIBIT 11

Mr. Al Blaker
3431 Phillips Drive
Baltimore, Maryland 21208

RE: Access drive for
4400 Milford Mill Road

Dear Mr. Blaker:

You recently called and inquired as to the easement which provides
a driveway to the commercial property you own across from the
entrance to Milford Mill Metro Station.

This easement was granted to replace your original drive, which was
next to the Western Maryland Railroad tracks, under what is now the
Metro right-of-way. At the time we acquired this driveway from
you, your tenants had signs posted at its intersection with Milford
Mill Road to announce their businesses and to direct their
customers. We agreed at that time that your tenants/occupants
could post signs on the new easement, or the adjoining slopes, to
similarly identify their businesses and direct customers.

We do not object to the orderly placements of such signs.

Very truly yours,

Nelson E. Reichart
Manager, Real Estate

NER:hah

CECIL TRAVER
315 UPLAND ROAD
BALTIMORE, MARYLAND 21208

I, Cecil Traver, have been living at 315 Upland
Road in Baltimore County, located behind 4400 Milford
Mill Road, since 1950. For the entire time I have been
living at 315 Upland Road, the commercial building at
4400 Milford Mill Road, on a continuous basis, has had
at least one tenant that did automotive repairs and/or
sales and installation of automotive supplies. I, Cecil
Traver, as of July 18, 1991, certify the above infor-
mation to be accurate and correct.

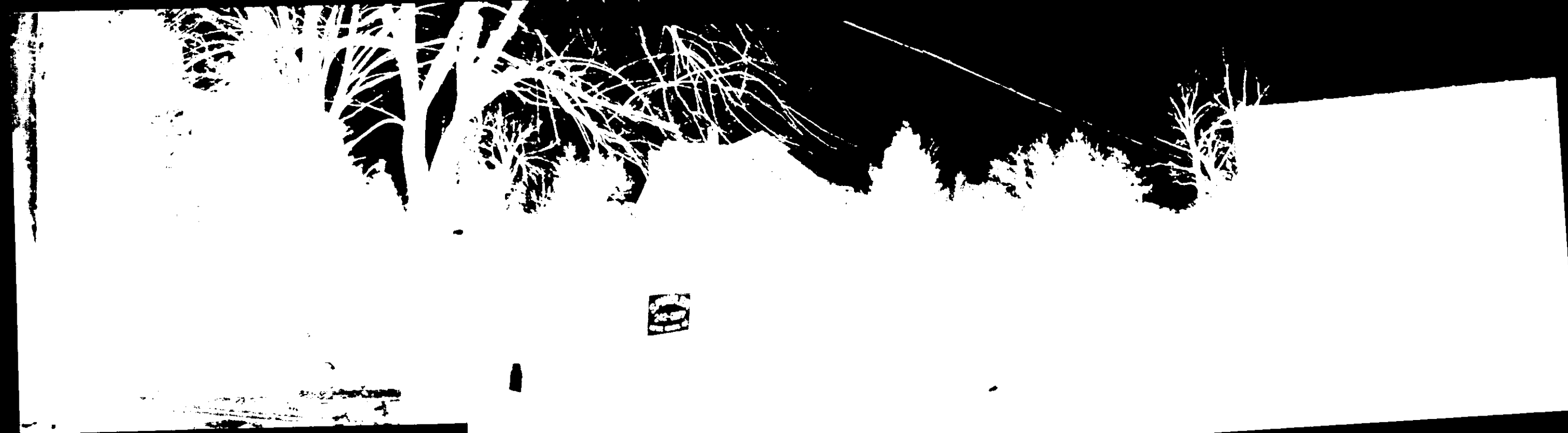
WITNESS: CECIL TRAVER:

STATE of Maryland, County of Baltimore, to wit:

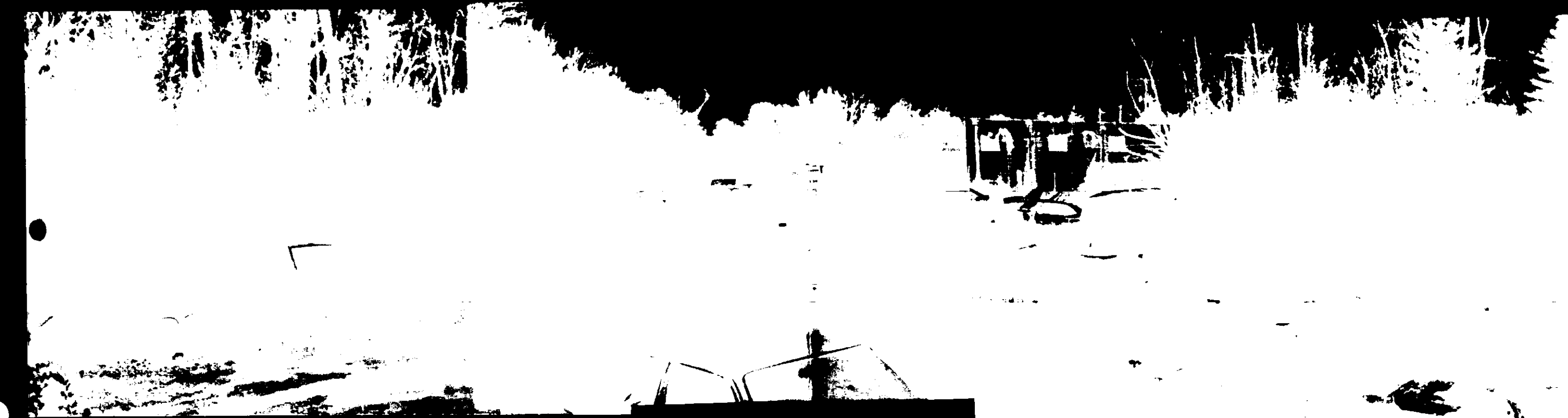
On this 18th day of July, 1991, before me, the
subscriber, a Notary Public of the State of Maryland,
personally appeared Cecil Traver and he acknowledged
the above information to be accurate and correct.

IN WITNESS WHEREOF, I hereunto set my hand and
Notarial Seal.

PETITIONER'S EXHIBIT 12



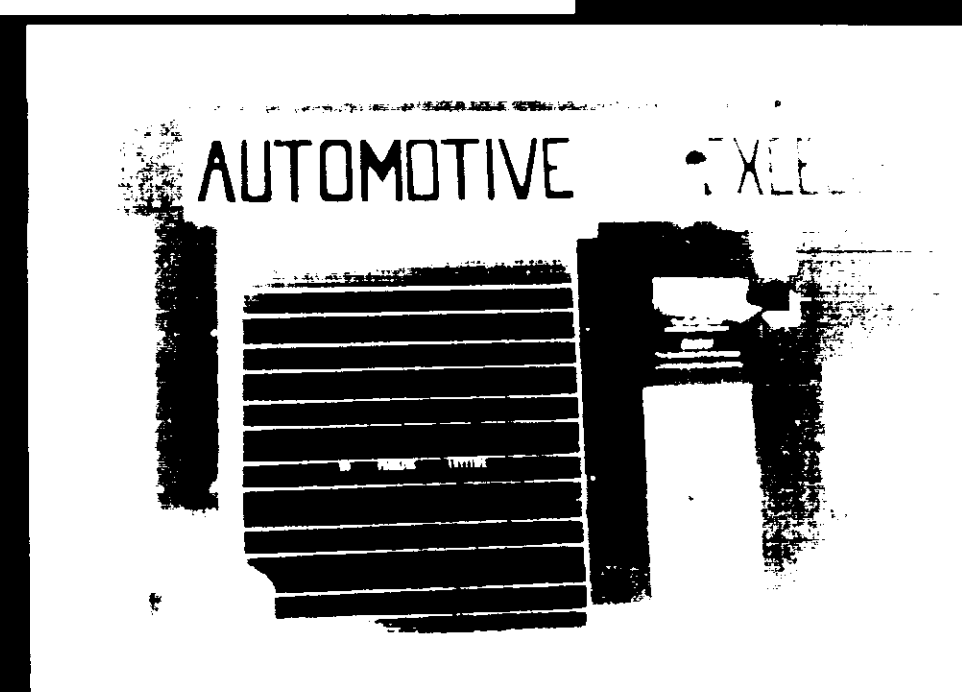
16. Eleven and Fifteen Greenwood Rd.
property lines, and dumpster, as seen from
4400 Milford Mill Rd. parking lot. April 1992
E-6.5 West



17. "Junkyard"
April 1992
I-8 West



2 Est 1588
Auto Excellence
March 1992
F-6 North



3 Est 1585
Milford Automotive
Servicenter
March 1992
G 6.5 North



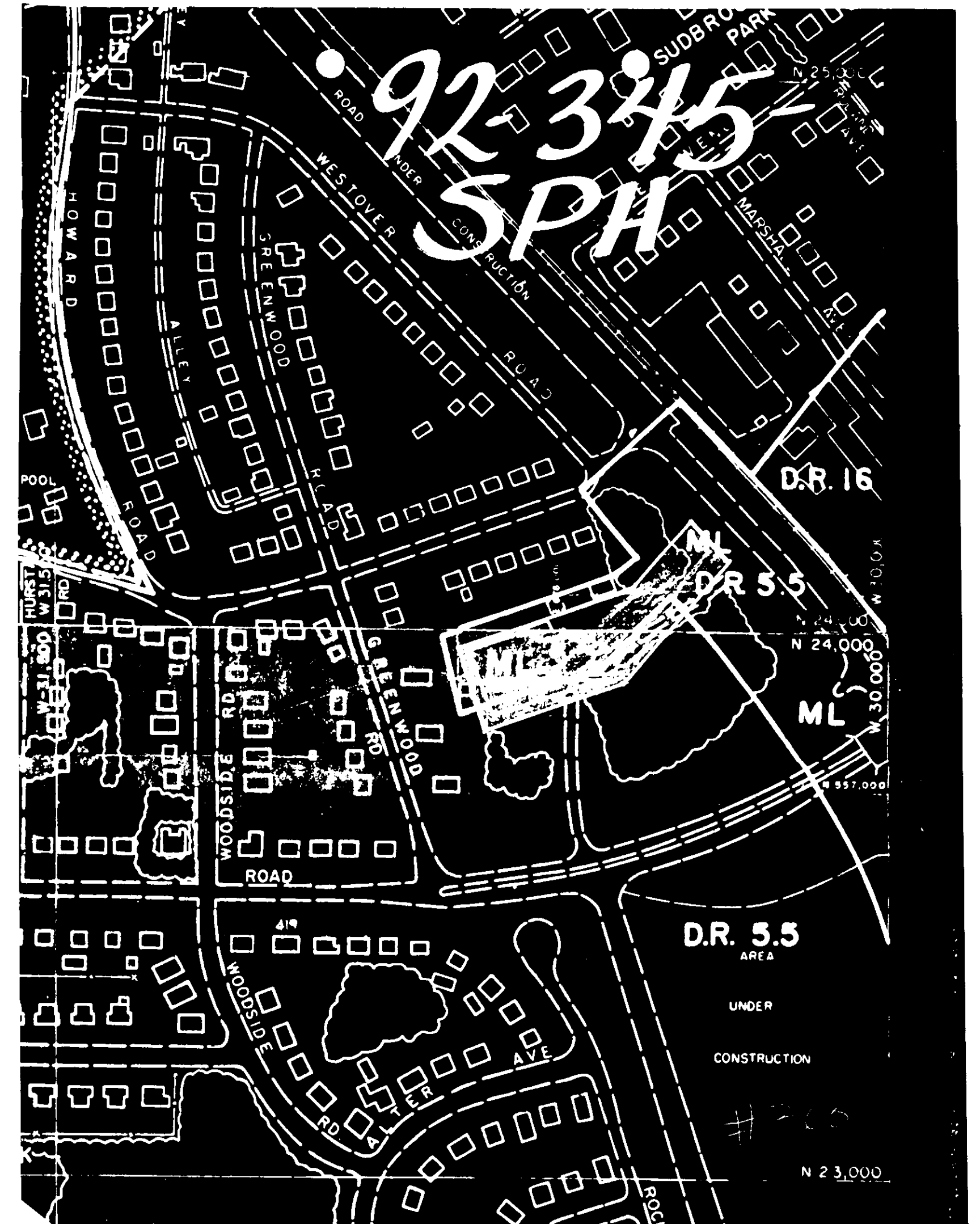
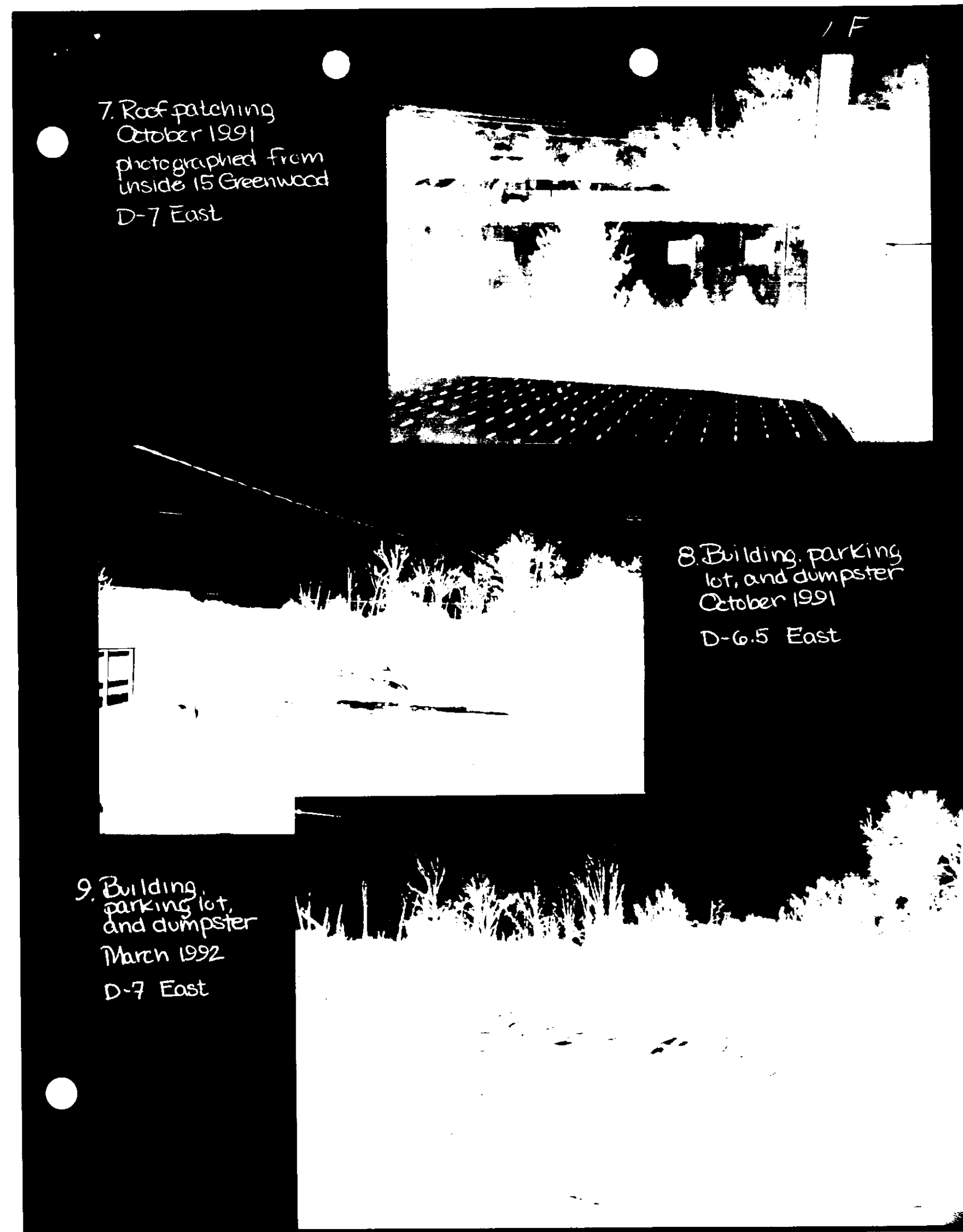
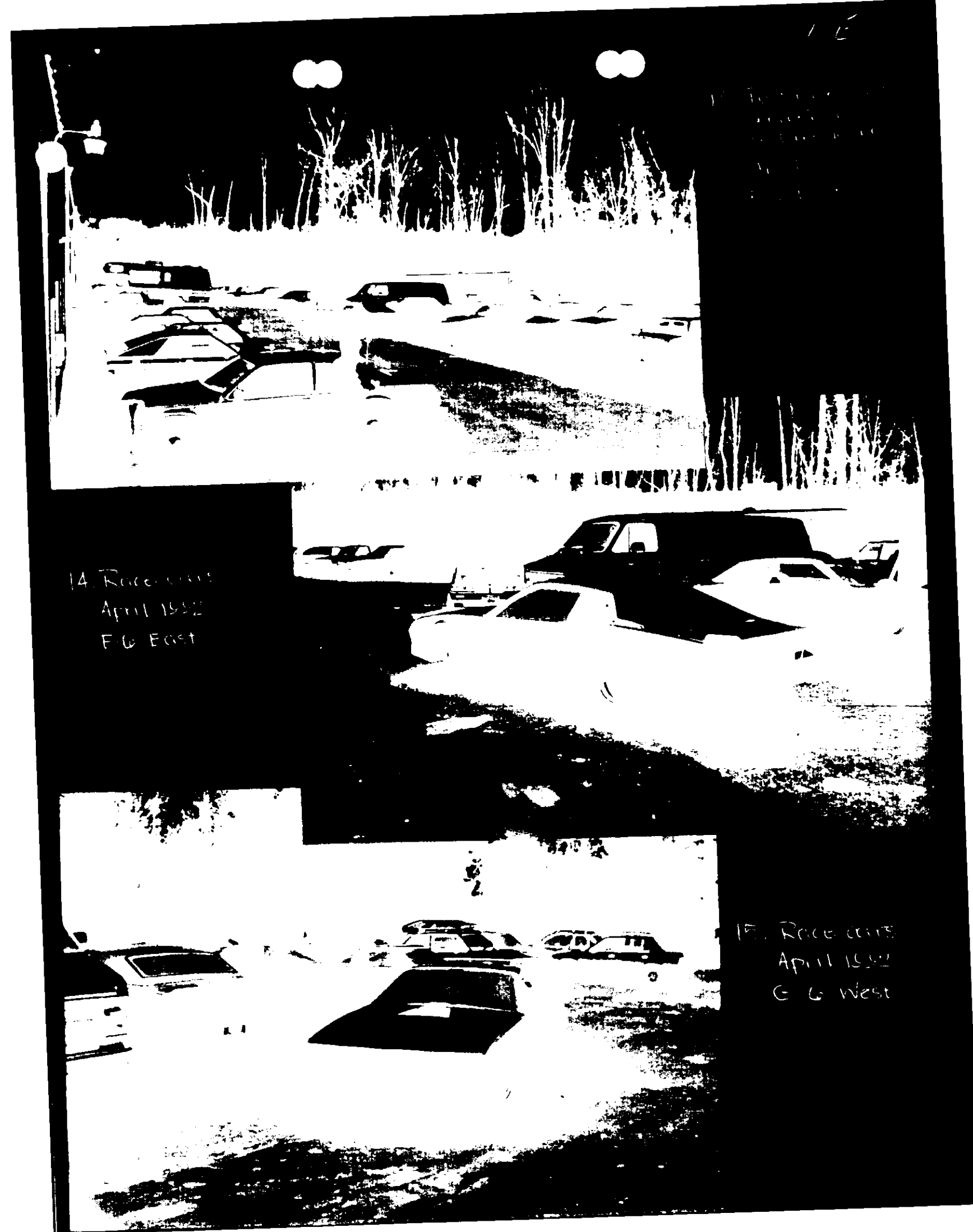
4. Junk March 1992
I-8 Northwest



6 Junk March 1992
I-8 Southwest



5 Junk March 1992
I-8 Southeast



Protestant is
 Exhibits 3A & B
 Case 92-345-SPH

