

IN RE: PETITION FOR SPECIAL HEARING * BEFORE THE
N/S Elizabeth Ave., 104 ft. E *
of c/l Hammonds Ferry Road * ZONING COMMISSIONER
22 Elizabeth Avenue *
13th Election District * OF BALTIMORE COUNTY
1st Councilmanic District *
Kimberly Dawn Thomas, Petitioner * Case No. 98-53-SPH
* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner as a Petition for Special Hearing for the property located at 22 Elizabeth Avenue in the Lansdowne community of Baltimore County. The Petition is filed by Kimberly Dawn Thomas, property owner. Special hearing relief is requested to approve the property as a legal nonconforming use for a two apartment dwelling. The subject property and requested relief are more particularly shown on Petitioner's Exhibit No. 1, the plat to accompany the Petition for Special Hearing.

Appearing at the requisite public hearing held for this case were Kimberly Thomas and Daniel Thomas, property owners. Also present was Paul Lee, the engineer who prepared the site plan. The Petitioner was represented by Francis X. Borgerding, Jr., Esquire. There were no Protestants or other interested persons present.

Testimony and evidence presented was that the subject property is approximately 4,000 sq. ft. in net area, zoned D.R.5.5. The property is comprised of parts of lots, 18, 19, 20, 21 and 22 of the subdivision platted and known as "Joshua Block 5A" recorded in the Land Records of Baltimore County in J.W.S. No. 1, Part 1-144. The property is improved with an existing two story structure which is the subject of the special hearing request.

Testimony and evidence presented was that the subject property is located within an older residential development. The property has frontage on Elizabeth Avenue, near Hammonds Ferry Road. The eastern property

line abuts an alley way which runs parallel to Hammonds Ferry Road.

The Petitioners indicated that the property was acquired by them in 1976 and has been continuously used since that time as a two apartment dwelling. The site plan contains floor plan drawings for the property which shows an apartment on the second floor and an apartment on the first floor, which includes the basement. Additional testimony and evidence was that the property features separate utilities and also separate entrances. In addition to the oral testimony presented, the Petitioners also offered a series of affidavits from elderly residents of the community. These included an affidavit from Beulah Houck, who has been familiar with the property since approximately 1940 and stated that the dwelling has been used as a two apartment unit continuously and uninterrupted since that time. Similar affidavits were offered from two other neighbors, Etta A. Sellner and Florence Marie Cosenaso; both of whom have been familiar with the property for some time.

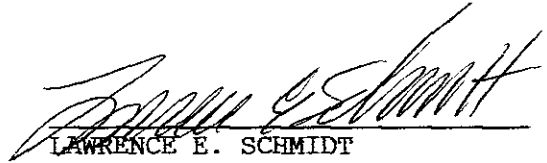
A nonconforming use is defined in Section 101 of the Baltimore County Zoning Regulations (BCZR) and regulated in Section 104. Essentially, the nonconforming use designation is applied to grandfather an otherwise illegal use. That is, if a use predates the date of the adoption of the zoning regulation which prohibits same, it may continue for so long as the use is uninterrupted and continuous in nature.

Based upon the testimony and evidence offered, I am persuaded to grant the Petition for Special Hearing. In my judgment, the Petitioners have satisfied the requirements and established that the two apartment use ~~is nonconforming.~~

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

THEREFORE, IT IS ORDERED by the Zoning Commissioner of Baltimore County this 5th day of November 1997 that, pursuant to the Petition for Special Hearing, approval for a two apartment dwelling as a legal nonconforming use, be and is hereby GRANTED, subject, however, to the following restriction:

1. The Petitioner is hereby made aware that proceeding at this time is at her 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 Petitioner would be required to return, and be responsible for returning, said property to its original condition.


LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:mmm

ORDERED BY ZONING
Date 11/11/97
By M. G. G. G.



Baltimore County
Zoning Commissioner
Office of Planning

Suite 405, County Courts Bldg.
401 Bosley Avenue
Towson, Maryland 21204
410-887-4386

November 4, 1997

Francis X. Borgerding, Jr., Esquire
409 Washington Avenue, Suite 600
Towson, Maryland 21204

RE: Petition for Special Hearing
Case No. 98-53-SPH
Property: 22 Elizabeth Avenue
Kimberly D. Thomas, Petitioner

Dear Mr. Borgerding:

Enclosed please find the decision rendered in the above captioned case. The Petition for Special Hearing has been granted with restriction.

In the event the decision rendered is unfavorable to any party, please be advised that any party may file an appeal within thirty (30) days of the date of the Order to the County Board of Appeals. If you require additional information concerning filing an appeal, please feel free to contact our Appeals Clerk at 887-3391.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Lawrence E. Schmidt".

Lawrence E. Schmidt
Zoning Commissioner

LES:mmm
att.

c: Mrs. Kimberly D. Thomas
3362 Littlestown Pike
Westminster, Maryland 21158





Petition for Special Hearing

#53

to the Zoning Commissioner of Baltimore County

for the property located at

22 Elizabeth Avenue
Baltimore, Maryland 21227

98-53-SPH

which is presently zoned

D.R. 5.5

This Petition shall be filed with the Office of Zoning Administration & Development Management.

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve the subject property as a legal non-conforming use as a two apartment dwelling

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

I, or we, agree to pay expenses of 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/Lessee:

Legal Owner(s):

(Type or Print Name)

Kimberly Dawn Thomas
(Type or Print Name)

Signature

Signature

Address

(Type or Print Name)

City

State

Zipcode

Signature

Attorney for Petitioner.

Francis X. Borgerding, Jr.
(Type or Print Name)

3362 Littlestown Pike 410-876-2557
Address Phone No.

Westminster MD 21158
City State Zipcode

Name, Address and phone number of representative to be contacted.

Francis X. Borgerding, Jr.

Name 409 Washington Ave., Ste. 600
Towson, MD 21204 410-296-6820
Address Phone No.

Signature

410-296-6820

409 Washington Ave., Ste. 600

Address

Phone No.

Towson

MD

21204

City

State

Zipcode

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING

unavailable for Hearing

the following dates

Next Two Months

ALL

OTHER

REVIEWED BY: MK

DATE 8/11/97

RECEIVED AUG 21 1997



Paul Lee, P.E.

Paul Lee Engineering Inc.
304 W. Pennsylvania Ave.
Towson, Maryland 21204
410-821-5941

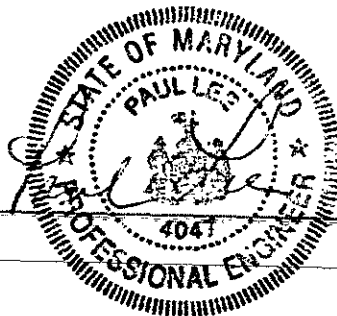
98-33-A

DESCRIPTION

#22 ELIZABETH AVENUE
ELECTION DISTRICT 13C1
BALTIMORE COUNTY, MARYLAND

Beginning for the same at a point located on the north side of Elizabeth Avenue, said point also being located Southeasterly 104 feet + from the center of Hammonds Ferry Road, thence running with and binding on said north side of Elizabeth Avenue (1) Southeasterly 50 feet to a point located on the west side of a 14 foot alley; thence running with and binding on the west side of said 14 foot alley, (2) Northeasterly 80 feet, thence leaving said west side of 14 foot alley, (3) Northwesterly 50 feet, and (4) Southwesterly 80 feet to the north side of Elizabeth Avenue and said point of beginning.

Containing 4,000 square feet of land, more or less.



#53

Engineers — Surveyors — Site Planners

J.O. 97025

6/26/97

NOTICE OF HEARING

The Zoning Commission of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

Case: #88-135-SPH
22 Elizabeth Avenue
N/5 Elizabeth Avenue, 11041 E
of c/1 Hammonds Ferry Road
18th Election District
1st Councilmanic

Legal Owner(s):
Kimberly Dawn Thomas
Special Hearing to approve
the subject property as a legal
non-conforming use as a two
apartment dwelling.

Hearing: Wednesday, Sep-
tember 17, 1997 at 9:00
a.m. Room 407, Courts
Bldg. 401 Bostley Avenue.

LAWRENCE SCHMIDT
Zoning Commissioner for
Baltimore County

NOTES: Hearings are
Held on Wednesdays for
special accommodations
Please call (410) 387-3359
(2) for information concern-
ing the final order. Hearing
Please call (410) 387-3359

88330 August 28, 1997 C169188

CERTIFICATE OF PUBLICATION

TOWSON, MD., Aug. 28, 1997

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 Aug. 28, 1997.

THE JEFFERSONIAN,

A. Henrickson

LEGAL AD. - TOWSON

BALTIMORE COUNTY, MARYLAND

OFFICE OF BUDGET & FINANCE

MISCELLANEOUS RECEIPT

No.

98.53

042713

DATE 8/11/97

ACCOUNT 01-615

By: MK

Item. 53

AMOUNT \$ 50.00

RECEIVED FROM:

Thomas, Kimberly - 22 Elizabeth Ave

FOR:

050- Special Hairy - \$ 50.00

DISTRIBUTION
WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

CASHIER'S VALIDATION

PAID RECEIPT

PROCESS ACTION

TIME

8/11/97 8:11/1997 11:51:11

REG 0503 CASHIER UNIT V/M DMMH

MISCELLANEOUS CASH RECEIPT

Receipt # 019977

CP NO. 042713

10.00 CASH

Baltimore County, Maryland

CERTIFICATE OF POSTING

RE: Case No.: 98-53-SPH

Petitioner/Developer: _____

Kimberly Dawn ThomasDate of Hearing/Glosing: 9-17-97

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

Attention: Ms. Gwendolyn Stephens

Ladies and Gentlemen:

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

22 ELIZABETH AVE. BALTO. MD. 21227

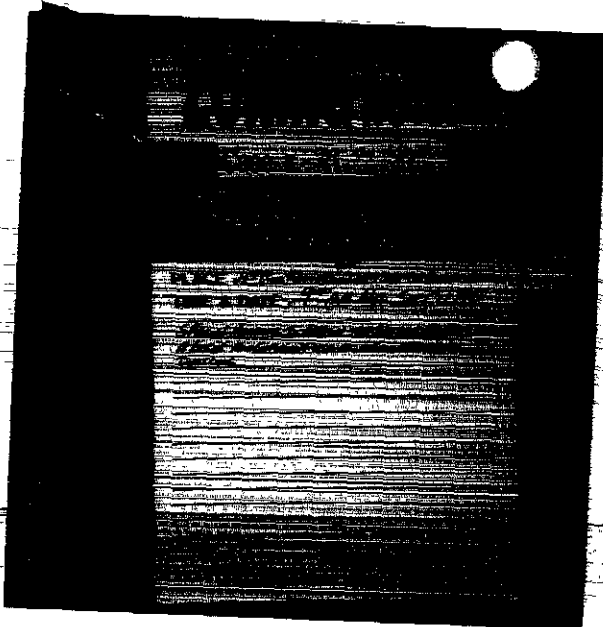
The sign(s) were posted on _____

9-2-97
(Month, Day, Year)

Sincerely,

Thomas P. Ogle 9/2/97
(Signature of Sign Poster and Date)_____
(Name)

Mr. Thomas P. Ogle
325 Nicholson Rd.
Baltimore, MD 21221-6609

(City, State, Zip Code)(410) 687-8405_____
(Telephone Number)

98-53-SPH

Request for Zoning: Variance, Special Exception, or Special Hearing

Date to be Posted: Anytime before but no later than _____ *

Format for Sign Printing, Black Letters on White Background:

Item # 53

ZONING NOTICE

Case No.: 98-53-SPH

A PUBLIC HEARING WILL BE HELD BY
THE ZONING COMMISSIONER
IN TOWSON, MD

PLACE: *

DATE AND TIME: *

REQUEST: Special hearing to approve the legal nonconforming
use of a two-apartment dwelling.

POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES NECESSARY.
TO CONFIRM HEARING CALL 887-3391.

DO NOT REMOVE THIS SIGN AND POST UNTIL DAY OF HEARING UNDER PENALTY OF LAW

HANDICAPPED ACCESSIBLE



Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Ave.
Towson, Maryland 21204

ZONING HEARING ADVERTISING AND POSTING REQUIREMENTS & PROCEDURES

Baltimore County zoning regulations require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of which, lies with the petitioner/applicant) and placement of a notice in at least one newspaper of general circulation in the County.

This office will ensure that the legal requirements for advertising are satisfied. However, the petitioner is responsible for the costs associated with this requirement.

Billing for legal advertising, due upon receipt, will come from and should be remitted directly to the newspaper.

NON-PAYMENT OF ADVERTISING FEES WILL STAY ISSUANCE OF ZONING ORDER.

ARNOLD JABLON, DIRECTOR

For newspaper advertising:

Item No.: 53

Petitioner: Kimberly Dawn Thomas

Location: 22 Elizabeth Avenue

PLEASE FORWARD ADVERTISING BILL TO:

NAME: Kimberly Dawn Thomas

ADDRESS: 3362 Littlestown Pike

Westminster, MD 21158

PHONE NUMBER: (410) 296-6820

AJ:ggs

(Revised 09/24/96)

TO: PUTOXENT PUBLISHING COMPANY

August 28, 1997 Issue - Jeffersonian

Please forward billing to:

Kimberly Dawn Thomas
3362 Littlestown Pike
Westminster, MD 21158
(410-296-6820)

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 in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 98-53-SPH
22 Elizabeth Avenue
N/S Elizabeth Avenue, 104' E of c/l Hammonds Ferry Road
13th Electin District - 1st Councilmanic
Legal Owner(s): Kimberly Dawn Thomas

Special Hearing to approve the subject property as a legal non-conforming use as a tw apartment dwelling.

HEARING: WEDNESDAY, SEPTEMBER 17, 1997 at 9:00 a.m., Room 407 Courts Building, 401 Bosley Avenue.

LAWRENCE E. SCHMIDT
ZONING COMMISSIONER FOR BALTIMORE COUNTY

NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, PLEASE CALL 887-3391.



Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

August 22, 1997

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 in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 98-53-SPH
22 Elizabeth Avenue
N/S Elizabeth Avenue, 104' E of c/l Hammonds Ferry Road
13th Electin District - 1st Councilmanic
Legal Owner(s): Kimberly Dawn Thomas

Special Hearing to approve the subject property as a legal non-conforming use as a tw apartment dwelling.

HEARING: WEDNESDAY, SEPTEMBER 17, 1997 at 9:00 a.m., Room 407 Courts Building, 401 Bosley Avenue.

A handwritten signature in cursive script, reading "Arnold Jablon".

Arnold Jablon
Director

cc: Francis X. Borgerding, Jr., Esq.
Kimberly Dawn Thomas

- NOTES: (1) YOU MUST HAVE THE ZONING NOTICE SIGN POSTED ON THE PROPERTY BY SEPTEMBER 2, 1997.
(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.
(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THIS OFFICE AT 887-3391.



Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

September 11, 1997

Francis X. Borgerding, Jr.
409 Washington Avenue, Suite 600
Towson, MD 21204

RE: Item No.: 53
Case No.: 97-53-SPH
Petitioner: Kimberly Thomas

Dear Mr. Borgerding:

The Zoning Advisory Committee (ZAC), which consists of representatives from Baltimore County approval agencies, has reviewed the plans submitted with the above referenced petition, which was accepted for processing by Permits and Development Management (PDM), Zoning Review, on August 11, 1997.

Any comments submitted thus far from the members of ZAC that offer or request information on your petition are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. Only those comments that are informative will be forwarded to you; those that are not informative will be placed in the permanent case file.

If you need further information or have any questions regarding these comments, please do not hesitate to contact the commenting agency or Roslyn Eubanks in the zoning office (410-887-3391).

Sincerely,

A handwritten signature in dark ink, appearing to read "W. Carl Richards, Jr.", is written over a horizontal line.

W. Carl Richards, Jr.
Zoning Supervisor

WCR/re
Attachment(s)





Baltimore County
Fire Department

27 1997

Office of the Fire Marshal
700 East Joppa Road
Towson, Maryland 21286-5500
(410)887-4880

AUGUST 25, 1997

Arnold Jablon, Director
Zoning Administration and Development Management
Baltimore County Office Building
Towson, MD 21204
MAIL STOP-1105

RE: Property Owner: SEE BELOW

Location: DISTRIBUTION MEETING OF AUGUST 25, 1997

Item No.: SEE BELOW

Zoning Agenda:

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. THE FOLLOWING INFORMATION APPLIES TO THE BELOW MENTIONED ITEM NUMBERS: 053, 056, 051, AND 063

4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation.
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', 1991 edition prior to occupancy.

REVIEWER: LT. ROBERT F. SHUEKHALD

Fire Marshal Office, PHONE 887-4881, MS-1102F

cc: File



BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits
and Development Management

DATE: August 25, 1997

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

SUBJECT: Zoning Advisory Petitions

The Planning Office has no comments on the following petitions (s):

Item Nos. 52, 53, 55, 56, 57, 60, 61, 62, and 64

If there should be any questions or if this office can provide additional information, please contact Jeffrey Long in the Office of Planning at (401) 887-3495.

Prepared by: Jeffrey W. Long

Division Chief: Gary L. Kiers

AFK/JL

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

TO: PDM
FROM: R. Bruce Seeley .
Permits and Development Review
DEPRM
SUBJECT: Zoning Advisory Committee
Meeting Date: Aug 25, 97

DATE: 8/26/97

The Department of Environmental Protection & Resource Management has no comments for the following Zoning Advisory Committee Items:

Item #'s:

52
53
56
57
58
60
61
62
63
64

RBS:sp

BRUCE2/DEPRM/TXTSBP



Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary

Parker F. Williams
Administrator

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

RE: Baltimore County
Item No. *SB(MJK)*

Dear Ms. Eubanks:

We have reviewed the referenced item and we have no objection to approval, as the proposed development is not located on a State roadway and there are no impacts to any SHA facilities.

Please contact Larry Gredlein at 410-545-5606 if you have any questions. Thank you for the opportunity to review this item.

Very truly yours,

Bob Small

for

Ronald Burns, Chief
Engineering Access Permits
Division

LG

My telephone number is _____

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

B A L T I M O R E C O U N T Y, M A R Y L A N D

I N T E R O F F I C E C O R R E S P O N D E N C E

TO: Arnold Jablon, Director
 Department of Permits & Development
 Management

Date: August 29, 1997

FROM: *RWB* Robert W. Bowling, Chief
 Bureau of Developer's Plans Review

SUBJECT: Zoning Advisory Committee Meeting
 for September 2, 1997
 Item Nos. 052, 053, 055, 057,
 060, and 064

 The Development Plans Review Division has reviewed the subject
zoning item, and we have no comments.

RWB:HJO:jrb

cc: File

1st

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits
and Development Management

DATE: August 25, 1997

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

SUBJECT: Zoning Advisory Petitions

The Planning Office has no comments on the following petitions (s):

Item Nos. 52, 53, 55, 56, 57, 60, 61, 62, and 64

If there should be any questions or if this office can provide additional information, please contact Jeffrey Long in the Office of Planning at (401) 887-3495.

Prepared by:

Jeffrey W. Long

Division Chief:

Gary L. Keller

AFK/JL

RE: PETITION FOR SPECIAL HEARING
22 Elizabeth Avenue, N/S Elizabeth Ave,
104' E of c/l Hammonds Ferry Road
13th Electin District, 1st Councilmanic

Kimberly Dawn Thomas
Petitioner

BEFORE THE
ZONING COMMISSIONER
OF BALTIMORE COUNTY
CASE NO. 98-53-SPH

* * * * *

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

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

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of September, 1997, a copy of the foregoing Entry of Appearance was mailed to Francis X. Borgerding, Jr., Esq., 409 Washington Avenue, Suite 600, Towson, MD 21204, attorney for Petitioners.

Peter Max Zimmerman
PETER MAX ZIMMERMAN

PETITIONER(S) SIGN-IN SHEET

ADDRESS

NAME
Kim Thomas / DAN THOMAS

3362 Littlestown Pike

Westminster
md.
21158

Purd Lee

Frank Borgerding



Printed with Soybean Ink
on Recycled Paper

4TH L⁶⁰

2113

RESIDENTIAL LEASE

FOR LOFT, APARTMENT OR PRIVATE RESIDENCE

THIS LEASE is made on the FIFTEEN day of AUGUST 19 95.

The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to hire and take from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

LANDLORD KIMIRELY D. THOMAS TENANT(S) DAYNE THOMAS
Address: 5409 ALBEMARLE ST Address: _____
ROALTO MD. 21207

1. **Leased Premises.** The Leased Premises are those premises described as:

22 ELIZABETH AVE (UPSTAIRS 2 BR)
ROALTO MD 21207

2. **Term.** Term of the Lease shall be for a term of 1 year(s) commencing on the 15 day of AUGUST, 19 95 and ending on Midnight of the 14 day of AUGUST, 19 96. If Tenant remains in possession of the Leased Premises with the consent of the Landlord after the lease expiration date stated above, this Lease will be converted to a month-to-month lease and each party shall have the right to terminate the Lease by giving at least one month's prior written notice to the other party.

3. **Rent.** The monthly rental amount for the Leased Premises is \$ 550.00 per month. The rent payment must be paid by the 15 day of each month at the Landlord's address listed above. The first month's rent is to be paid when Tenant signs this lease. Landlord need not give notice to Tenant regarding Tenant's obligation to pay rent.

4. **Security Deposit.** Upon Tenant's execution of this Lease, Tenant shall make a security deposit of \$ 550.00 to Landlord in order to ensure that Tenant complies with all terms and conditions of the Lease. If Tenant fully complies, Landlord will return the security deposit within TWO week(s) after the date Tenant delivers possession of the Leased Premises to Landlord. If Tenant does not fully comply with the terms of the Lease, Landlord may use the security to pay amounts owed by Tenant, including damages.

5. **Default/Abandonment.** If Tenant defaults in the payment of rent or any other term or condition of this Lease, Landlord may give Tenant written notice to cure such default. If Tenant fails to cure such default within FIVE days of receiving notice, Landlord may elect to terminate the Lease, re-enter the Leased Premises and remove the Tenant, all other occupants and their possessions.

If Tenant abandons or vacates the Leased Premises during the Term of this Lease, Landlord may elect to re-enter the premises, without liability for prosecution or owing damages to Tenant, and, at his option, relet the Leased Premises. If the Landlord elects not to relet the Leased Premises, Tenant shall be liable for the remainder of the rent due under the Lease until its expiration. If the Landlord relets the Leased Premises but is unable to relet the Leased Premises for as much rent as would have been paid by Tenant during the period between Tenant's abandonment and the end of the Term, Tenant shall be liable to Landlord for the difference. Landlord may also dispose of any property left by Tenant after abandonment without liability and apply the proceeds to reduce such difference.

6. **Occupants.** The Leased Premises shall be occupied by the following persons only:

DAYNE THOMAS & DAUGHTER COURTNEY
E. FINNCE, BRANDY

No other persons shall occupy the Leased premises without the advance written consent of the Landlord. The authorized occupants may only use the Leased Premises for residential purposes and may not utilize the premises for commercial or business purposes.

7. **Repairs.** Tenant must take good care of the Leased Premises and all equipment and fixtures contained therein. Tenant is liable for damages caused by his acts or neglect and any acts and neglect of his family, invitees or guests. Tenant must make all repairs and replacements when it results from his act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it and add the expenses to the rent. Landlord is liable for any major maintenance work not the result of Tenant's acts or neglect.

8. **Partial or Total Destruction of Leased Premises.** If the Leased Premises are partially damaged or completely destroyed by a fire or other occurrence that is not caused by Tenant's negligence or willful act (or the negligence of Tenant's family, agent or guest), Landlord may elect to: (1) repair or rebuild the Leased premises during the period of untenantability and abate the rent proportionally for this period; or (2) not repair or rebuild the Leased Premises, terminate the Lease and prorate the rent up to the time of the damage.

9. **Alterations.** Tenant must obtain Landlord's prior written consent to paint or wallpaper the Leased Premises or to install any paneling, flooring, partitions, railings or make any other alterations. Tenant must not alter the plumbing, ventilation, air conditioning, heating or electric systems. All the alterations, installation and improvement shall be at Tenant's expense.

pet 3 A

12. **Utilities/Services.** Tenant is responsible for the payment of all utilities and services except for the following:

Water
which shall be paid by Landlord.

13. **Landlord's Right to Enter.** Landlord may, at reasonable times, enter the Leased Premises to inspect it, to make repairs or alterations, and to show it to potential buyers, lenders or tenants.

14. **Pets.** Tenant may not bring or keep pets in the Leased Premises without the prior written consent of the Landlord.

15. **Laws and Regulations.** Tenant must, at Tenant's expense, comply with all laws, regulations, ordinances and requirements of all municipal, state and federal authorities that are effective during the term of the lease agreement, pertaining to the use of the premises. Tenant must not do anything that increases the Landlord's insurance premium.

16. **Legal Fees.** The successful party in a legal action or proceeding between Landlord and Tenant relating to the non payment of rent or recovery of possession of the Leased Premises, may to the extent legally available, recover reasonable legal fees and costs from the unsuccessful party.

17. **Inspection Prior to Occupancy.** Tenant has inspected the Leased Premises and agrees that the Leased Premises, and all improvements, are in good, habitable condition at the time this lease is being signed.

18. **Subordination.** This Lease, and the Tenant's leasehold interest, is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Leased Premises by Landlord, any and all extensions of such liens and encumbrances and all advances paid under such liens and encumbrances.

19. **Binding Obligations.** This lease agreement is binding on the Landlord and Tenant and those that lawfully succeed to their rights or take their place. Tenant and Landlord have both read this lease and all promises made by the parties are contained in this lease.

20. **Additional Terms and Conditions Agreed to by Both Parties:**

NO SMOKING ON PREMISES

This lease is effective when Landlord delivers a copy signed by all parties to the Tenant. Parties have signed this agreement in duplicate the day and year written above.

Wendy D. Thomas
(Landlord)

Daryn T. Thomas
(Tenant)

(Tenant)

(Witness)

Read the instructions and other important information on the package. When using this form you will be acting as your own attorney since Rediform, its advisors and retailers do not render legal advice or services. Rediform, its advisors and retailers assume no liability for loss or damage resulting from the use of this form.

lord

ant

RESIDENTIAL LEASE**Apartment — Condominium — House**

BY THIS AGREEMENT made and entered into on NOVEMBER 8, 1996,
 between KIMBERLY E. DANIEL THOMAS, herein referred to as Lessor, and
Stacey Bo Soling and Ronald Fargnani III,
 herein referred to as Lessee, Lessor leases to Lessee the premises situated at 22 ELIZABETH AVE,
LAIBSDORNE MD. 21227, in the City of BALTIMORE, County of
BALTIMORE, State of MARYLAND, and more particularly described as follows:
1st FLOOR 2 Bedroom APARTMENT, together with all appurtenances,
 for a term of ONE years, to commence on Dec. 1, 1996, 1996, and to end on
Dec. 1, 1997, at 12 o'clock P. m.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of
FIVE HUNDRED FIFTY Dollars
 (\$ 550.00) per month in advance on the FIRST day of each calendar month beginning
 1996, at RENTAL ADDRESS, City of BALTIMORE, State of MARYLAND,
 or at such other place as Lessor may designate.

2. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor FIVE HUNDRED
FIFTY Dollars
 (\$ 550.00), receipt of which is acknowledged by Lessor, as security for the faithful performance
 by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by him
 of the provisions hereof.

3. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein con-
 tained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

4. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private
 single family residence, and neither the premises nor any part thereof shall be used at any time during the term of
 this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose
 other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and
 orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised
 premises, and the sidewalks connected thereto, during the term of this lease.

5. **Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than
 persons, consisting of 2 adults and 1 children under the age of 18 years, without the written consent of
 Lessor.

6. **Condition of Premises.** Lessee stipulates that he has examined the demised premises, including the
 grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a
 safe, clean, and tenantable condition.

7. **Assignment and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this
 lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one
 assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, sub-
 letting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of
 Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this
 lease.

8. **Alterations and Improvements.** Lessee shall make no alterations to the buildings on the demised
 premises or construct any building or make other improvements on the demised premises without the prior written
 consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premis-
 es by Lessee, with the exception of fixtures removable without damage to the premises and movable personal prop-
 erty, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and
 remain on the demised premises at the expiration or sooner termination of this lease.

Net 313

10. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. Utilities. Lessee shall be responsible for ^{2/3 of all utility} ~~arranging for and paying for~~ all utility services required on the premises, except that ~~_____~~ shall be provided by Lessor.

~~LESSOR~~ will NOTIFY you of these amounts each month.

12. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns.

Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

13. Animals. Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor.

14. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

15. Display of Signs. During the last ^{THIRTY} days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

16. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

17. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on ^{THIRTY} ~~THIRTY~~ days' written notice served by either Lessor or Lessee on the other party.

18. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

19. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within ^{FIVE} days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

20. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

21. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

AFFIDAVIT

I, Beverly Houch, hereby affirm and say:

1. I have been familiar with 22 Elizabeth Avenue, Baltimore, Maryland 21227 since 1940 due to

my uncle owned the house (Mr. Brooks)

2. Since early 1940's 22 Elizabeth Avenue, Baltimore, Maryland 21227 has been in continuous and uninterrupted use as a two-apartment dwelling.

3. Since I have been familiar with the property starting in 1940, neither the first floor nor second floor apartment of 22 Elizabeth Avenue, Baltimore, Maryland 21227 has been unoccupied by tenants for a year or more.

4. The above is based upon my personal knowledge of 22 Elizabeth Avenue, Baltimore, Maryland 21227.

I solemnly affirm under the penalties of perjury that the contents of the foregoing Affidavit are true based upon my personal knowledge.

Beverly Houch

Sworn before me this 16 day of September, 1997.

Deborah F. Meyers
Notary Public

My Commission Expires: **DEBORAH F. MEYERS**
Notary Public, State of Maryland
My Commission Expires Dec. 1, 1997

Red 47A

AFFIDAVIT

I, Etta Sellner, hereby affirm and say:

1. I have been familiar with 22 Elizabeth Avenue, Baltimore, Maryland 21227 since 1946 due to

the owner of property next door since then

2. Since 1946 22 Elizabeth Avenue, Baltimore, Maryland 21227 has been in continuous and uninterrupted use as a two-apartment dwelling.

3. Since I have been familiar with the property starting in 1946, neither the first floor nor second floor apartment of 22 Elizabeth Avenue, Baltimore, Maryland 21227 has been unoccupied by tenants for a year or more.

4. The above is based upon my personal knowledge of 22 Elizabeth Avenue, Baltimore, Maryland 21227.

I solemnly affirm under the penalties of perjury that the contents of the foregoing Affidavit are true based upon my personal knowledge.

Etta A. Sellner

Sworn before me this 16 day of September, 1997.

Deborah F. Meyers
Notary Public

My Commission Expires: **DEBORAH F. MEYERS**
Notary Public, State of Maryland
My Commission Expires Dec. 1, 1997

Det
VP

AFFIDAVIT

I, Florence Marie Casanova hereby affirm and say:

1. I have been familiar with 22 Elizabeth Avenue, Baltimore, Maryland 21227 since Aug. 1975 due to living around the corner, at 180 Balto. Ave. Balto., 21227
2. Since Aug. 1975 22 Elizabeth Avenue, Baltimore, Maryland 21227 has been in continuous and uninterrupted use as a two-apartment dwelling.
3. Since I have been familiar with the property starting in 1975, neither the first floor nor second floor apartment of 12 Elizabeth Avenue, Baltimore, Maryland 21227 has been unoccupied by tenants for a year or more.
4. The above is based upon my personal knowledge of 22 Elizabeth Avenue, Baltimore, Maryland 21227.

I solemnly affirm under the penalties of perjury that the contents of the foregoing Affidavit are true based upon my personal knowledge.

Florence Marie Casanova

Sworn before me this 16 day of September, 1997.

Deborah F. Meyers
Notary Public

My Commission Expires: **DEBORAH F. MEYERS**
Notary Public, State of Maryland
My Commission Expires Dec. 1, 1997

Feb 14

AFFIDAVIT

I, Dawn Thomas, hereby affirm and say:

1. I have been familiar with 22 Elizabeth Avenue, Baltimore, Maryland 21227 since 1976 due to living there with my parents

2. Since 1976-1994 22 Elizabeth Avenue, Baltimore, Maryland 21227 has been in continuous and uninterrupted use as a two-apartment dwelling.

3. Since I have been familiar with the property starting in 1976, neither the first floor nor second floor apartment of 12 Elizabeth Avenue, Baltimore, Maryland 21227 has been unoccupied by tenants for a year or more.

4. The above is based upon my personal knowledge of 22 Elizabeth Avenue, Baltimore, Maryland 21227.

I solemnly affirm under the penalties of perjury that the contents of the foregoing Affidavit are true based upon my personal knowledge.

Dawn Thomas

Sworn before me this 16 day of September, 1997.

Deborah F. Meyers
Notary Public

My Commission Expires: **DEBORAH F. MEYERS**
Notary Public, State of Maryland
My Commission Expires Dec. 1, 1997

Not

4D

FIRST FLOOR APARTMENT OCCUPIED BY:

DANIEL & DEBORAH THOMAS

FROM 1976 UNTIL JULY OF 1987

DEBORAH THOMAS AND CHILDREN

FROM JULY 1987 UNTIL NOVEMBER 1994

RICHARD THOMPSON

FROM JANUARY 1995 UNTIL NOVEMBER 1996

STACEY BESSLING & RONALD FANGMAN

FROM DECEMBER 1996 UNTIL PRESENT

SECOND FLOOR APARTMENT OCCUPIED BY:

MRS ZINCANI

FROM 1976 UNTIL JULY 1978

DONALD MEYETT

FROM AUGUST 1978 UNTIL DECEMBER 1987

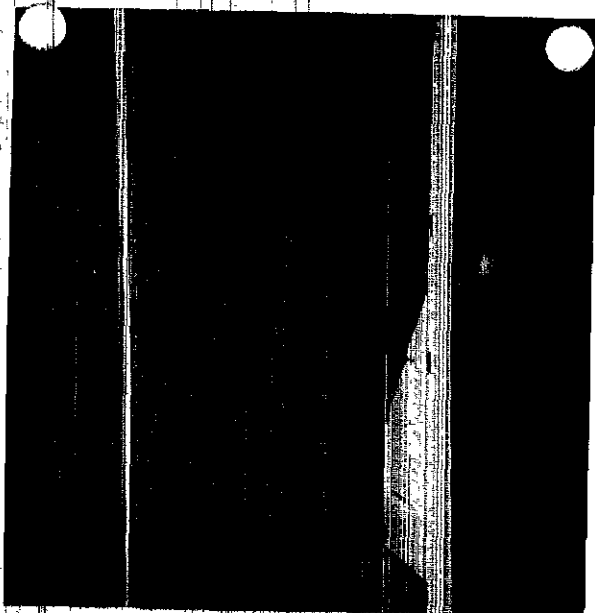
LUKE OWENS

FROM MAY 1988 UNTIL JULY 1994

DAYNE THOMAS

FROM AUGUST 1994 UNTIL PRESENT

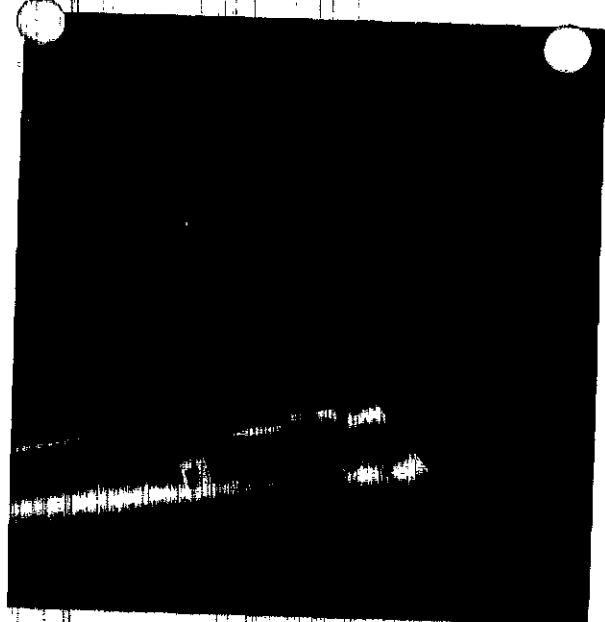
~~PA No 5~~



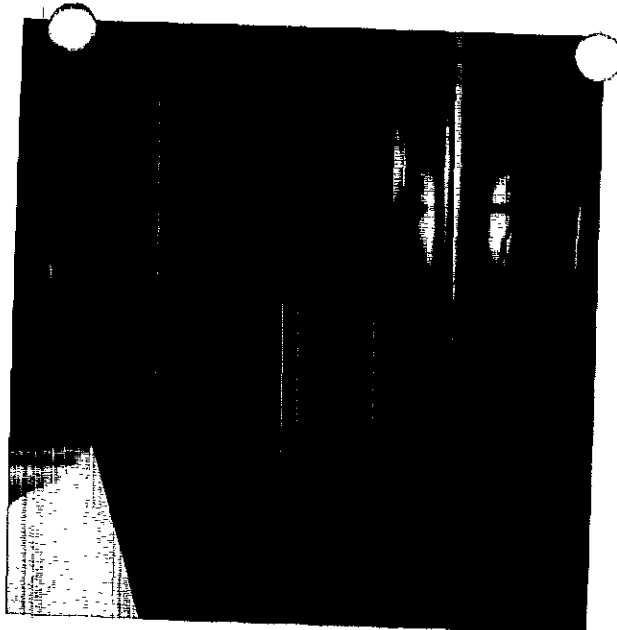
Feb 2A



Feb 2B



Feb 2C



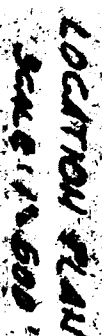
Feb 2D



Feb 2E

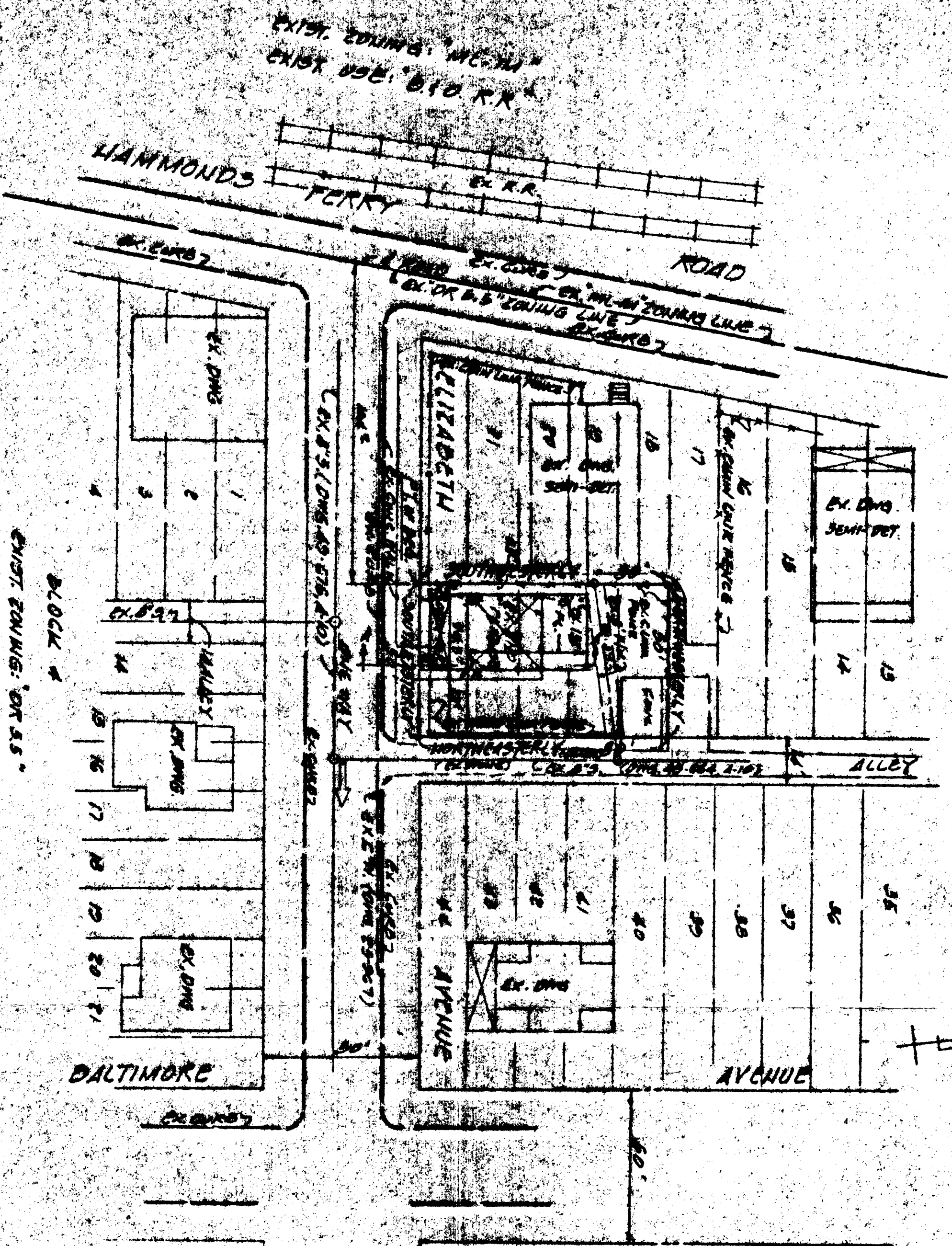
EXHIB. EOLUING: "DR. B.S."
EXHIB. USE: "RESIDENTIAL"

**PETITIONER'S
EXHIBIT** 101



GENERAL NOTES.

1. AREA OF PROPERTY - "0.0000" (GROSS AREA - 1250.54")
2. EXISTING ZONING OF PROPERTY - "DR.B.S."
3. EXISTING USE OF PROPERTY - "2 UNIT RESIDENT ONEFAMILY"
4. PROPOSED ZONING OF PROPERTY - "DR.B.S."
5. PROPOSED USE OF PROPERTY - "2 UNIT RESIDENT ONEFAMILY"
6. PROPOSED DISTRICT PARKING REQUIREMENT - 0
7. NUMBER OF PARKING SPACES SHOWN - 0
8. PETITIONER REQUESTING A SPECIAL INTERESTS RECOGNITION
9. A NON-COMMERCIAL USE FOR A 2 UNIT RESIDENT ONEFAMILY
10. A "DR.B.S." ZONE.
11. PROPERTY OWNED BY PUBLIC UTILITIES.
12. NO EXISTING HISTORY ON SUBJECT PROPERTY



EXST. NAME: "OT 2.5"
EXST. CODE: "RESIDENTIAL"

SECTION 4.4

EX. ASSESSMENT	ASSESSMENT
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SCALE: 1" = 50'

100' MARK

Barn

House

Garage

100' MARK

11-11-61 11-11-61 11-11-61	11-11-61 11-11-61 11-11-61	11-11-61 11-11-61 11-11-61	11-11-61 11-11-61 11-11-61
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98-53-SPH
#53

PLAT TO ACCOMPANY PETITION

SPECIAL HEARINGS

22 ELIZABETH AVENUE

ELECT. DIST. 1861 BALTIMORE COUNTY, MD.

SCALE: 1"=30'

JULY 14, 1957

PAUL LEE CUSHNETTS, INC.

504 N. PENNSYLVANIA AVENUE

THOMSON, MARY ELIZABETH



