IN THE MATTER OF THE APPLICATION OF TEIK SENG LEONG –PETITIONER /OWNER FOR A SPECIAL HEARING ON PROPERTY LOCATED ON THE E/S WENDELL AVENUE, 187' S OF C/L PUTTY HILL AVENUE (8719-8721 WENDELL AVENUE) 14TH ELECTION DISTRICT 6TH COUNCILMANIC DISTRICT	* * * * * *	BEFORE THE COUNTY BOARD OF APPEALS OF BALTIMORE COUNTY Case No. 99-338-SPHA

* * * * * * * * *

OPINION

This case comes before the Baltimore County Board of Appeals on appeal of a decision of the Deputy Zoning Commissioner dated June 24, 1999 in which Petitions for Special Hearing and Variance were denied in part and granted in part with restrictions. The relief requested by the Petitioner on appeal is for approval of three dwelling units in two buildings on the same lot which do not conform to current setback and lot width requirements as a nonconforming use, with two off-street parking spaces.

A public hearing was held before this Board on October 25, 2000, with closing memorandums filed by December 11, 2000. A public deliberation was held on January 4, 2001. Appearing on behalf of the petition were Teik Seng Leong, Property Owner, and Ruth Eickerson, adjacent property owner. Nancy E. Paige, Esquire, appeared as counsel for Petitioner.

The Protestants were Arthur L. Bell, adjacent property owner; Ruth Baisden, representing Greater Parkville Community Council; and several other members of the community. Carole S. Demilio, Deputy People's Counsel, appeared on behalf of the Office of People's Counsel.

Testimony and evidence indicated that the subject property consists of 0.38 acre, more or less, zoned D.R. 5.5. The subject property is improved with a two-story structure containing two

separate apartments. In addition, to the rear of the property exists a one-story dwelling. The subject property is located on Wendell Avenue in the Parkville area of Baltimore County.

Teik Seng Leong testified that there were two buildings when he purchased the property. The main house had two separate apartments with each unit having an occupant. Each unit has separate electric meters. The purchase was contingent upon the property being brought into zoning compliance. Mr. Leong sent a letter to Baltimore County on January 2, 1996 requesting that the property be reviewed for compliance with § 402 of the *Baltimore County Zoning Regulations* (BCZR). [Petitioner's Exhibit No. 15] On January 18, 1996, he received a letter from Baltimore County's Department of Permits & Development Management (DPMD) stating that he needed an as-built site plan to confirm area requirements. He was not sure exactly what this meant and conferred with the real estate agent. The witness asserted that the agent assured him that, once he sent in the site plan, all would be fine. Based on this advice, Mr. Leong stated that he settled on the house on March 11, 1996 and sent in the site plan on March 15, 1996.

On March 18, 1996 he was informed by DPDM that he was not in compliance with the BCZR. He was informed that a special hearing may be requested for a legal nonconforming use of three units in two dwellings on one lot. In the alternative, he was advised that he could request a special hearing to utilize the single-dwelling conversion provisions in § 402 of the BCZR for two existing dwellings on one lot and variances for setback requirements. According to his testimony, the latter option was detrimental to him because he could not afford the mortgage without the income from the two additional units. He went to a lawyer to help him with the situation, who advised him not to do anything. He testified that a code violation citation was issued later by Baltimore County which prompted him to file the subject petition.

Mr. Leong testified that Michael Bush, the cottage tenant, has lived there since November 1993 and referred to a copy of his signed lease that was in evidence. [People's Counsel Exhibit No. 4] He also testified that he has invested over $20,000.00 for improvements to the property. Photographs were submitted to accurately reflect what is there now. He also noted in Petitioner's Exhibit No. 19B that the woodwork was older in the back part of the building with the floors at two different levels and no connection between the two for access.

Ms. Ruth Eickerson, who has resided at 3411 Putty Hill Avenue since 1957, related that two families have lived in the main house and in the cottage since she moved in. She also stated that the Millers, previous owners of the property, lived there prior to her arrival.

Mr. Arthur L. Bell of 8720 Wendell Avenue testified that he has lived in his house across the street from the subject property since May of 1967 and knew the Millers. He stated that the Millers used the whole house with their three sons and two nephews. A photograph was introduced as People's Counsel Exhibit No. 5. Mr. Bell stated that an addition in the back as shown on the photograph was added in 1967.

He further testified that in the 1970s the nephews renovated an old chicken coop on the subject property and moved from the main house to what is now referred to as the cottage. In 1974 or 1975, a new tenant moved into the cottage. After Mr. Miller passed away in 1979 or 1980, Ms. Miller and two sons continued to live in the main house. In conclusion, Mr. Bell asserted that the two sons sold the property following Mrs. Miller's death.

Ruth Baisden, representing the Greater Parkville Community Council (GPCC), produced Rule 8 papers to testify on behalf of the organization. [People's Counsel Exhibit No. 9] The GPCC has taken a position to develop a general policy against increased density. This position was taken during the Comprehensive Zoning Map Process. They object to the subject property's

request because it goes against this policy. She stated that she has not personally been on the site.

Ms. Demilio, Deputy People's Counsel, stated that it was her office's position that, since this was a *de novo* hearing, all issues were before the Board for review. In response to this opinion, the Board defers to the upper courts in *Daihl v. County Bd of Appeals*, 258 Md. at 162. In interpreting § 501.3 (now § 501.6), the Court in *Daihl* found it significant that § 501.3 referred to "issues" and did not use the term "decision." As the Court stated, the term "issue" connotes a matter, which lends itself to a separate finding or separate holding. Based on this differentiation, the Court determined that the term *de novo* as used in § 501.3 meant that on appeal there shall be a *de novo* hearing on those issues which have been appealed and not on every matter covered in the original Petition.

The Appellant in the case before us appealed only the section dealing with the nonconforming use. This was the only appeal taken in this matter. Therefore, this Board has jurisdiction to hear only that portion which was brought before it on appeal.

Those issues before the Board are:

- Is the present use of the subject property a nonconforming use?
- If the subject property is not a conforming use, are all the regulations being met for three dwellings with the variances granted by the Deputy Zoning Commissioner?

The issue of nonconforming use is difficult to prove. BCZR § 101 sets forth the definition:

> NONCONFORMING USE – A legal use that does not conform to a use regulation for the zone in which it is located or to a special regulation applicable to such a use.

BCZR § 104.1, enacted in 1955, states:

> A nonconforming use (as defined in Section 101) may continue except as otherwise specifically provided in these regulations, provided that upon any change from such nonconforming use to any other use whatsoever, or any abandonment or discontinuance of such nonconforming use for a period of one year or more, the right to continue or resume such nonconforming use shall terminate.

The operative word here is "use." It is not enough to prove that "structures" existed on the site for the requisite time period. There was credible evidence that there have been two tenants since 1953 as noted in Mr. Schafer's letter (Petitioner's Exhibit No. 9), which stated that there were two apartments in the house but did not mention a tenant in the cottage. This was supported by the testimony of Mrs. Eickerson, who has lived there since 1957. The Baltimore Metropolitan documents (Petitioner's Exhibits 7 and 8) reflected activity between 1966 and 1972. Petitioner's Exhibit No. 8 reflects that a permit was issued and a new sewer was constructed in October 1966, and as a result there was a new sewer charge for three apartments at $22.00 each. Nothing relates to any activity prior to 1955. The Board concludes that the Petitioner has not met the burden to prove that three units existed prior to 1955. There was no compelling evidence to prove otherwise.

Having so determined, the next issue before us is: since the buildings are not a nonconforming use, does the Petitioner meet the regulations for three dwellings with the variances granted? The Board finds that there is insufficient square footage available in the approximately .38 acre subject parcel to allow three density units. Moreover, the Deputy Zoning Commissioner (DZC) granted the Petitioner any variance necessary to obtain two dwellings on the lot by either converting the main house back to a single-family dwelling and maintaining the cottage created from the former chicken coop; or no longer utilizing the chicken coop and maintaining the two units in the main house. This decision was based on the DZC's calculations

that the Petitioner would need a 6,000 square-foot area for the separate cottage structure (BCZR § 1B02.C.1) and a 10,000 square-foot area for the two-apartment dwelling (BCZR § 402.1). The DZC utilized § 102.2.A which states: "If several uses are proposed as separate structures on one property, each must meet the zoning requirements as if it was a separate parcel." Therefore, the Petitioner does not have enough land area to support three dwelling units when one is located within its own structure.

The Petitioner raised the issue that the County is estopped from denying that there is sufficient area for three dwelling units. The Petitioner utilized the conversion table, which is set forth in § 402.1 of the BCZR and stated that they require 10,000 square feet of lot area to convert an existing dwelling into two units, and an additional 3,000 square feet for a third. The Petitioner feels that the subject lot substantially exceeds this area.

The Petitioner felt that the letter from Mr. Fernando of DPDM (Petitioner's Exhibit No. 16) gave him a clear affirmation that there was sufficient lot area to support three dwellings in two separate buildings. The Petitioner feels that, in Mr. Fernando's letter of March 18, 1996 (Petitioner's Exhibit No. 17) he advised that the property did not conform to BCZR and that either variances or recognition of a legal nonconforming use would be necessary to cure the violations. The Petitioner opined that this case presents an unusual situation in which a municipality is estopped to challenge a use which it now contends is illegal, but which was previously approved by its employee.

The Board reviewed the letters of Mr. Fernando and finds that the letters were very clear that a problem existed. Mr. Fernando's letter states:

> A special hearing may be requested for a legal nonconforming use of 3 units in 2 dwellings on one lot.

In the alternative, you may request a special hearing to utilize the single dwelling conversion provision in Section 402 of the BCZR for two dwellings on one lot and variances for setback requirements.

The Board notes that the letters offered two entirely different potential solutions. The County did nothing to create the problems that the Petitioner feels exist. For the reasons specified, the Board finds that there is no issue of estoppel.

O R D E R

THEREFORE, IT IS THIS 10th day of August, 2001 by the County Board of Appeals of Baltimore County

ORDERED that Petitioner's request for Special Hearing to approve three dwelling units in two buildings as a nonconforming use be and is hereby **DENIED**; and it is further

ORDERED that Petitioner's request for a determination that there is sufficient lot area to support three density units on the subject property be and is hereby **DENIED**; and it is further

ORDERED that the Petitioner shall be permitted to maintain two separate dwelling units on the subject property in either of the following instances, and subject to the restrictions as stated below:

1) The Petitioner shall be permitted to continue to utilize the former chicken coop as a dwelling and convert the main house into a single-family residential use, thereby constituting two dwelling units on the subject property; or, in the alternative,

2) The Petitioner may discontinue the use of the chicken coop as a dwelling, utilizing said structure for storage purposes only, and continue to use the main house as a two-dwelling unit structure.

Within thirty (30) days from the date of this Order, the Petitioner shall submit to the Zoning Commissioner's Office a new site plan of the property indicating the manner in which he intends to

convert the use of the subject property back to a two-dwelling use. The Petitioner shall permit a code enforcement inspector to enter his premises in order to determine that only two dwelling units exist on the property. The conversion of the property to two dwelling units shall occur within ninety (90) days from the date of this Order.

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

COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY

Lawrence M. Stahl, Panel Chairman

Margaret Worrall

C. Lynn Barranger

IN RE: PETITION FOR SPECIAL HEARING AND VARIANCE	*	BEFORE THE
E/S Wendell Avenue, 198' S of of centerline Putty Hill Avenue	*	DEPUTY ZONING COMMISSIONER
14th Election District	*	OF BALTIMORE COUNTY
6th Councilmanic District (8719-8721 Wendell Avenue)	*	CASE NO. 99-338-SPHA
Teik Seng Leong Petitioner	*	

* * * * * * * * * * * * * * * *

ORDER ON MOTION FOR RECONSIDERATION

WHEREAS, this matter came before this Deputy Zoning Commissioner as a Petition for Special Hearing and Variance filed by the Petitioner of the subject property, Teik Seng Leong. The petition for special hearing and variance were granted in part and denied in part by Order dated June 24, 1999.

WHEREAS, the Petitioner by and through his attorney, Nancy E. Paige, filed a Motion for Reconsideration on July 8, 1999.

WHEREAS, having considered the Motion made by counsel for the Petitioner and the applicable sections of the Baltimore County Zoning Regulations, I find that the Petitioner's Motion for Reconsideration shall be DENIED.

WHEREAS, The Petitioner shall have thirty (30) days from the date of this Order on Motion for Reconsideration to file an appeal of this decision.

ORDER RECEIVED FOR FILING
Date 11/29/99
By K. Jameson

TMK:raj

Timothy Kotroco
TIMOTHY M. KOTROCO
DEPUTY ZONING COMMISSIONER
FOR BALTIMORE COUNTY

DATED: November 29, 1999

IN RE: PETITION FOR SPECIAL HEARING E/S Wendell Avenue, 187' S of centerline Putty Hill Avenue 14th Election District 6th Councilmanic District 8719-8721 Wendell Avenue Teik Seng Leong Petitioner	* * * * * * *	BEFORE THE DEPUTY ZONING COMMISSIONER OF BALTIMORE COUNTY CASE NO. 99-338-SPHA

* * * * * * * * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner as a petition for special hearing and variance filed by the legal owner of the subject property, Teik Seng Leong. The Petitioner was represented by Nancy E. Paige, attorney at law. The special hearing request is for property located at 8719-8721 Wendell Avenue, located in the Parkville area of Baltimore County. Specifically, the Petitioner is requesting approval for three dwelling units, in two buildings, on the same lot, which do not conform to current set back and lot width requirements as a nonconforming use with two off-street parking spaces. In addition to the special hearing relief, the Petitioner is requesting variances from Section 402.1 to permit a lot width of 75 ft. in lieu of the required 95 ft.; to allow a minimum side yard of 3 ft. in lieu of the required 15 ft., and a sum of 7 ft. for two separate buildings in lieu of the required 35 ft. In addition, a variance from Section 400.1 to allow a detached accessory structure in the front yard in lieu of the rear yard is also being requested.

Appearing at the hearing on behalf of the petition were Teik Seng Leong, property owner, E. Joseph Walker, III, adjacent property owner and Pamela T. Burman. The Petitioner was represented by Nancy E. Paige, attorney at law. Appearing in opposition to the Petitioner's request were several members of the surrounding community, all of whom signed in on the Protestant's Sign-In Sheet.

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Date 6/24/99
By

Testimony and evidence indicated that the property which is the subject of this special hearing and variance requests consists of 0.38 acres, more or less, zoned D.R.5.5. The subject property is improved with a two-story structure containing two separate apartments. In addition, to the rear of the property exists a one-story dwelling. A shed is also situated in the middle of the property in the front yard of the two-story dwelling. The subject property is located on Wendell Avenue in the Parkville area of Baltimore County.

Testimony and evidence indicated that Mr. Teik Seng Leong purchased the subject property in March of 1996. He currently resides with his mother in one of the apartments located within the two-story dwelling. Mr. Leong relies on the rent that he receives from the other dwellings on the property to be able to pay the monthly mortgage on the overall site. He testified that a Mr. Brush, who is a school teacher in Baltimore City, rents the one-story small cottage on the rear of the property. The second apartment unit located within the main structure on the property is also being rented.

Photographs of the property indicate that Mr. Leong maintains his property in a neat and orderly fashion. He is requesting approval to continue to utilize the property as three separate dwellings, two of which are contained in the main house and the third of which is situated within the small cottage on the rear of the property. Mr. Leong's personal recollection of the use of the property is very limited in that he only purchased the property in 1996. Ms. Paige proffered and submitted into evidence various records attempting to show the historical use of the subject site. However, a clearer picture of the history of the property was provided by the longtime residents who attended the hearing, particularly Mr. Leonard Bell. Mr. Bell who resides at 8722 Wendell Avenue, located directly across the street from the subject site, testified that the small cottage structure located to the rear of the property was utilized as a chicken house when he moved into

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his property in the late 1960's. He testified that the owners of the subject property converted the chicken house into a cottage dwelling in 1970 or 1971. In addition, Mr. Bell testified from his personal observation that the conversion of the existing single family dwelling into a two-apartment building occurred in 1969-1970. Therefore, notwithstanding the documentary evidence submitted by Ms. Paige, I find, based on the testimony of Mr. Bell who personally observed the modifications to the property, that the conversions took place in 1969-1970 and, therefore, are not nonconforming uses. Accordingly, the special hearing request to approve three dwellings on the subject property as nonconforming uses must be denied.

In the alternative, the Petitioner is requesting variance relief to allow the three dwellings to exist on the subject property, utilizing Section 402.1, and the chart for D.R.5.5 zones. In order for the three dwellings to continue to remain on the property a number of variances are necessary. It appears from reviewing the variance petition and the manner in which the variance requests are made, that the Petitioner has sought variances to approve this use as if all three dwellings were contained within the same building. However, such is not the case. One of the dwelling units is contained within its own separate cottage structure, that structure being the former chicken coop. Therefore, it is necessary for the Petitioner to set aside a separate 6,000 square foot area of the property to support that dwelling.

In addition to setting aside a 6,000 sq. ft. area for the one-story dwelling in the rear of the property, the Petitioner would also have to set aside a separate 10,000 sq. ft. area for the two-apartment structure which served as the main dwelling. There is not enough net area of property in order for the Petitioner to be able to set aside a 6,000 sq. ft. area of the property for the cottage dwelling and a 10,000 sq. ft. area for the two-apartment dwelling. Gross area is not permitted to be used in this calculation. Therefore, it appears that the Petitioner does not have enough land

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Date 6/24/99
By R. Jamison

area to support three separate dwelling units when one of those three dwelling units is located within its own structure. They have in essence, in this particular situation, exceeded the amount of density available for this property. A variance cannot be granted which would allow a property owner to exceed his permitted density. Therefore, it becomes necessary for the property owner to eliminate one of the dwelling units on the subject site.

Inasmuch as the structures have existed on the subject property for many years, I do not believe it is necessary for the Petitioner to have to tear down any of these long standing structures. However, he must reduce the amount of dwelling units by one. There is enough lot area to sustain two dwelling units on the subject site. I do believe, given that the property has been used for the past 29 years as three separate dwellings, that the structures should be permitted to remain as they are configured. Therefore, the Petitioner shall have the option to either reconvert the one-story cottage dwelling, formerly the chicken house, back to a storage building, or other non-dwelling use, thereby leaving two apartments within the main dwelling, or eliminate one of the apartments from the main dwelling and converting the main dwelling back to a single family house. This would in essence leave the Petitioner with only two dwellings on the subject property. The variances that are necessary in order for the Petitioner to reconstitute the property for use as two separate dwellings, in lieu of the three requested, shall be granted so that the Petitioner need not tear down any of the structures that exist on the property today. Furthermore, the variance to allow the 9 ft. x 16 ft. shed, situated in the front yard of the property, shall be approved.

An area variance may be granted where strict application of the zoning regulations would cause practical difficulty to the Petitioner and his property. McLean v. Soley, 270 Md.

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208 (1973). To prove practical difficulty for an area variance, the Petitioner must meet the following:

1) whether strict compliance with requirement would unreasonably prevent the use of the property for a permitted purpose or render conformance unnecessarily burdensome;

2) whether a grant of the variance would do a substantial justice to the applicant as well as other property owners in the district or whether a lesser relaxation than that applied for would give sufficient relief; and,

3) whether relief can be granted in such fashion that the spirit of the ordinance will be observed and public safety and welfare secured.

Anderson v. Bd. Of Appeals, Town of Chesapeake Beach, 22 Md. App. 28 (1974).

After due consideration of the testimony and evidence presented, it is clear that practical difficulty or unreasonable hardship will result if the variance is not granted. It has been established that special circumstances or conditions exist that are peculiar to the property which is the subject of this request and that the requirements from which the Petitioner seeks relief will unduly restrict the use of the land due to the special conditions unique to this particular parcel. In addition, the relief requested will not cause any injury to the public health, safety or general welfare, and meets the spirit and intent of the B.C.Z.R.

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

As stated previously, the Petition for Variance shall be granted in a fashion that permits the Petitioner to continue to utilize the property as two dwelling units. It shall be the Petitioner's option to locate one dwelling within the former chicken house which has been converted to a dwelling, and one in the main house on the property, or locate both dwelling units as apartments within the main dwelling on the property, thereby converting the chicken coop back to storage

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Date 6/24/99
By R. Jameson

purposes only. Any variance that is necessary for the Petitioner to accomplish this shall be granted.

THEREFORE, IT IS ORDERED by the Deputy Zoning Commissioner for Baltimore County this 24th day of June, 1999 that the Petition for Special Hearing to approve three dwelling units on the same lot as a nonconforming use, be and is hereby DENIED.

IT IS FURTHER ORDERED, that given the lot size of the property, there is insufficient lot area to support three density units on the subject property when all three units are not located within the same structure. Therefore, the Petitioner's request for variance that would permit three dwelling units on the property shall be DENIED.

IT IS FURTHRER ORDERED, that the Petitioner shall be permitted to maintain two separate dwelling units on the subject property in either of the following instances. The Petitioner shall be permitted to continue to utilize the former chicken coop as a dwelling and convert the main house into a single family residential use, thereby constituting two dwelling units on the subject property. In the alternative, the Petitioner may discontinue the use of the chicken coop as a dwelling, utilizing said structure for storage purposes only, and continue to use the main house as a two dwelling unit structure.

IT IS FURTHER ORDERED, that any variance necessary in order for the Petitioner to accomplish the method by which he intends to provide two dwelling units shall be GRANTED so as not to cause the Petitioner to have to tear down any of the structures which have existed on the subject property for many years.

The approvals granted herein shall be conditioned upon the following conditions and restrictions:

1) The Petitioner may apply for his building permit and be granted same upon receipt of this Order; however, Petitioner is hereby made aware that proceeding at this time is at his 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.

2) Within thirty (30) days from the date of this Order the Petitioner shall submit to the Zoning Commissioner's Office a new site plan of the property indicating the manner in which he intends to convert the use of the subject property back to a two dwelling use. The Petitioner shall permit a code enforcement inspector to enter his premises in order to determine that only two dwelling units exist on the property. The conversion of the property to two dwelling units shall occur within ninety (90) days from the date of this Order.

3) When applying for a building permit, the site plan filed must reference this case and set forth and address the restrictions of this Order.

Timothy Kotroco

TIMOTHY M. KOTROCO
DEPUTY ZONING COMMISSIONER
FOR BALTIMORE COUNTY

TMK:raj

PROCESSED FOR FILING
Date 6/24/99
By

IN THE MATTER OF:	*	BEFORE THE
TEIK SENG LEONG - Petitioner/Owner 8719-8721 WENDELL AVENUE 14TH Election District 6th Councilmanic District	*	BOARD OF APPEALS
	*	OF
	*	BALTIMORE COUNTY
	*	Case No.: 99-338-SPHA
* * * * * * * * *	*	* * * * * * * *

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PETITIONER'S POST HEARING MEMORANDUM

Teik Seng Leong, Petitioner/Appellant, by his undersigned attorneys, offers the following Post Hearing Memorandum.

BACKGROUND

Petitioner filed two separate petitions, one seeking variances of setbacks and lot width requirements, and the second one seeking approval of three dwelling units in two buildings as a non-conforming use. Petitioner's Exhibits 1 and 2. The two petitions were heard together and decided by the Deputy Zoning Commissioner, who granted all of the relief requested in the petition for variances and denied the relief requested in the petition for special hearing. Petitioner subsequently filed an appeal only from the relief sought in the petition for special hearing. No cross appeal was filed.

It is Petitioner's contention that the evidence below demonstrates: (1) that the buildings in question existed prior to 1953 and conformed to applicable regulations when constructed, (2) that three dwelling units existed prior to 1955, and were in compliance with lot area requirements in force until March 30, 1955, (3) that with the variances granted by the Deputy Zoning Commissioner the existing units are permitted

under the conversion chart set forth in Baltimore County Zoning Regulations ("BCZR") § 402, and (4) that the County is estopped to deny that there is sufficient lot area to support three dwelling units.

FACTS

Mr. Leong, the Petitioner, acquired the subject property in 1996. Tr. 45. At that time, there were three dwelling units, one in the small building referred to as "the cottage," and the other two in the larger, or main house. Tr. 39. The tenant in the cottage, Michael Brushe, still lives there. Tr. 52. A new tenant, Gordon Tate, has since moved into the rear apartment in the main house. Tr. 185-86. Mr. Leong and members of his family reside in the front apartment. Tr. 186. Before settling on the property, Mr. Leong, with the assistance of his real estate broker, wrote to Arnold Jablon, Director of Permits and Development Management, advising that he was in the process of purchasing the subject property, consisting of two existing buildings on approximately one-third acre and a total of three dwelling units. He asked that the property be reviewed to determine if it is in compliance with the conversion chart in § 402 of the BCZR and, in the event that it did not meet those requirements, asking what relief was available either by establishing a non-conforming use or securing a variance. Petitioner's Exhibit 15.

Mr. Leong's contract for purchasing the property was contingent upon receiving a favorable response to that letter by January 19, 1996. Tr. 43, Petitioner's Exhibit 14A. In fact, on January 18, 1996, he received a response signed by Jun R. Fernando stating that "the property meets the minimum lot area requirements for three units. However, this office cannot finally confirm compliance for minimum lot width and setback requirements until a detailed as built site plan is submitted to this office."

(emphasis in original.) Petitioner's Exhibit 16. Based on that letter, and with the advice of his real estate broker that "everything was in the law," and all he had to do was submit a site plan (Tr. 73-74), Mr. Leong proceeded with the purchase. Tr. 45-46.[1] He settled for the property on March 11, 1996 (Tr. 45) and shortly thereafter, on March 15, 1996, he forwarded the necessary site plan to Mr. Fernando. Tr. 46. He was then advised, for the first time, that his property did not comply with BCZR and that a special hearing would be required either to establish a legal non-conforming use or to secure variances necessary "to utilize the single dwelling conversion provisions in Section 402 of the BCZR...." Petitioner's Exhibit 17. Mr. Leong testified that he then sought legal counsel but was advised to take no action until he received a notice that he was in violation. Tr. 74. He subsequently did receive a notice and again sought different legal counsel, which led to the current proceedings. Tr. 75.

Albert and Delores Miller acquired the subject property by deed, dated June 13, 1966. Petitioner's Exhibit 6. That deed describes the property as Lot No. 10 on a plat recorded in the land records of Baltimore County. It further describes the improvements as "being known as No. 8719-21 Wendell Avenue." Mr. Leong testified that the larger building in which he lives carries the address 8719 Wendell Avenue. The cottage is known as 8721 Wendell Avenue. Tr. 41. A clear inference from the 1966 deed is that dwellings existed in both buildings on the property at that time. There would

[1] Although Mr. Leong speaks English well, it is not his native language and this is not his native country. He reasonably relied on his real estate broker to explain the subtleties of language and law contained in Mr. Fernando's letter. Tr. 73-74.

have been no reason to use two addresses for a single lot unless there were residences in both buildings. The 1966 deed and several prior deeds (Petitioner's Exhibits 3, 4, and 5) consistently refer to the property as a single lot, Lot No. 10 on the recorded plat.

Ruth Eccleston, whose property adjoins the petitioner's property to the west, testified that there had been no changes in the buildings since she moved in in 1957, except possibly painting and "a little bit of improvement." Tr. 100, 102-03. She also testified that there were tenants in both the main house and the cottage at the time she moved in, and that those tenants had lived there for several years before, although she didn't know how many years. Tr. 105. This testimony is consistent with a letter submitted to the Zoning Commissioner by Donald Schafer, who has lived in the property behind the petitioner's house since 1953, and wrote that there were always two apartments in the main house. Petitioner's Exhibit 9. (Although an effort was made to subpoena Mr. Schafer, petitioner was unable to effect service.)

The records of the Baltimore Metropolitan Commission, Petitioner's Exhibit 8, reflect that a permit was issued and a new sewer was constructed in October 1966, and that as a result there was a new sewer charge for <u>three</u> apartments at $22 each. There is no record of any challenge to that permit or use under the zoning regulations. The record also reflects that, as of that date, there were three water closets, three lavatories, three bathtubs, three kitchen sinks and three laundry trays.

The only contradictory evidence was the testimony of Arthur Leonard Bell who lives directly across the street from Petitioner's property. Mr. Bell testified that he moved into his home in May of 1967. Tr. 108, 129. Although he has never been inside either the cottage or the main house (Tr. 112-13, 130, 132), it was his testimony that the

second apartment in the main house was built in 1968 or 1969 (Tr. 113, 129-30), and that prior to that construction there was only one dwelling in the main house occupied by Mr. and Mrs. Miller, three of their five children, who were then teenagers, and two nephews who were in their twenties. Tr. 114-15, 131. Mr. Bell testified that the nephews moved out of the main house into the cottage in the early seventies, several years after Mr. Bell moved into his own house (Tr. 132-33), when various renovations and improvements were made to the cottage. According to Mr. Bell, prior to those improvements, the cottage had been a chicken coop. Tr. 132.

Mr. Bell appears to be mistaken, for several reasons. In the first place, the documentary evidence shows two addresses on the subject property as of the time it was acquired by the Millers, which was a year before Mr. Bell moved in. Secondly, the Metropolitan Commission record shows the construction of new sewer service to three apartments in October 1966, with three sets of plumbing fixtures, including three kitchen sinks, several months before Mr. Bell moved in.[2]

Additionally, Mr. Bell was very emphatic that the "new apartment," which he claims was constructed years after he moved in, was added at the back of the house. Tr. 109-113, 140-42, People's Counsel Exhibit 5. (Mr. Bell marked an "X" on the apartment which he claims was added "close to seventy." Tr. 110, 112.) Both Mr. Leong and his tenant, Gordon Tate, testified that the rear apartment in which Mr. Tate

[2] The records of the Department of Assessments and Taxation, Petitioner's Exhibit 7, state that the primary building on the property was constructed in 1927. Prior to the construction of the new sewer, the dwellings may have been served by a septic system. No records could be found which reflect earlier conditions.

now lives is older than the front apartment in which Mr. Leong and his family live. Tr. 60, 186. Mr. Bell also testified that shortly after he moved into his house, he had occasion to be on the then Miller property and that he was asked to repair the furnace in the basement "under the old house." Tr. 113, 130. Both Mr. Leong and Mr. Tate testified that there is a basement under Mr. Tate's apartment, i.e., the older portion. Tr. 187, 190-93. The front portion, the newer portion of the house, is built on a slab. Tr. 191-92. There is nothing behind Mr. Tate's apartment or the basement underneath it. Mr. Bell identified no change to the front of the house after he moved in. Since, by Mr. Bell's own testimony, the basement and the building above it were there in 1967, it is clear that there were no additions to the main house after 1967.

Additionally, according to Mr. Bell, the Miller family, consisting of four adults and three children, "lived in the original house until 1968 or '69" (Tr. 140) and that the house they lived in was above the dirt cellar. Tr. 131. There are only two bedrooms in the rear apartment. Tr. 188. It is highly unlikely that the entire Miller family lived in a two bedroom dwelling. It is possible that, for a period of time, the extended Miller family occupied both apartments, and in fact Mr. Bell testified that the Millers initially occupied the whole house. Tr. 140. (Since the front portion and the rear portion are at different levels, with no interconnection between them (Tr. 61-62), it would appear that they were built as separate apartments, rather than created by subdividing the house.) It is also not credible, as Mr. Bell contended (Tr. 117-18), that the Millers added an apartment to their home and had a new sewer constructed to serve <u>three</u> apartments, but didn't rent the second apartment in the main house until after Mr. Miller died, sometime between 1979 and 1981, roughly ten years after Mr. Bell testified

that an apartment on the back of the house was constructed. Tr. 140. Mrs. Eccleston's testimony, on cross examination, that there were too many people ("adults") going in and out of the main house for one apartment (Tr. 102) is both more believable and consistent with other objective evidence.

The documentary evidence also shows that there have been two buildings on the property since at least 1953. Petitioner introduced several versions of the photogrammetric maps used by the County as the base maps for zoning and other purposes. Petitioner's Exhibits 11, 12, and 13 reflect that they are all based on aerial photography in April 1953, but updated from time-to-time to reflect new development. All three of the maps, including the most recent, revised as of March 22, 1985, reflect the same two buildings on Petitioner's lot. These correspond to the plat filed in support of the Petitions herein. Petitioner's Exhibit 20. Mr. Leong outlined his property on People's Counsel Exhibit 3, the current zoning map, which utilizes the same base map as those offered by Petitioner.

The records of the State Department of Assessment and Taxation going back to the early 1940s reflect that in 1941 an additional assessment of $800 for improvements was placed on the property. Petitioner's Exhibit 7, pp.1 and 2 (first entry on each page). There is no explanation for the fact that the records reflect no assessment for improvements prior to 1941, even though the current record reflects that the primary structure was built in 1927. Petitioner's Exhibit 7, p.6 and p.8 (letter from Michael Ruff). In 1943, an additional assessment of $250 was made for an "[a]ddition to house" and in 1947 a second "[a]ddition to house" was assessed at $50. Id. p.1. Although these are very small numbers by today's standards, the $250 addition amounted to roughly one-

third of the entire assessed value of improvements. Thus, it is a fair inference that the addition constructed in 1943 was substantial and that the addition made in 1947, while considerably smaller, was still also significant. Photographs offered by the petitioner show three distinct sections of the house, e.g., Petitioner's Exhibit 19C, the rear, where Mr. Tate lives, the front, where Mr. Leong and his family live, and a smaller one story addition on the side which Mr. Leong testified contained his kitchen. Tr. 59-60. Again, it is a fair inference that Mr. Leong's apartment and kitchen are the additions reflected on the assessment records, especially in light of Mrs. Eccleston's testimony that there were no changes in the buildings after she moved in. It is also significant that the ratio of assessed value of improvements to land is roughly the same on the current assessment (77% improvements to 23% land) and on the 1947 assessment (74% improvements to 26% land).[3]

In summary, the documentary evidence reflects that the two currently existing buildings were in existence at least as early as 1953, and the credible evidence is that there was a residence in the cottage and two apartments in the main house in the early 1950s.

---

[3] 1996 Assessment: $34,000 land, $113,120 improvements, total $147,000. Petitioner's Exhibit 7, p.6. Land is 23% of total; improvements are 77% of total. 1947 Assessment: $400 land, $1,100 improvements, total $1,500. Land is 26% of total, improvements are 74% of total.

ARGUMENT

I. PETITIONER IS ENTITLED TO THE REQUESTED VARIANCES.

A. The Grant of the Petition For Variances Has Become Final.

In view of the fact that there was no appeal from the decision of the Deputy Zoning Commissioner granting the requested variances, those variances became final. People's Counsel suggested at the hearing that the variance application is so intertwined with the petition for special hearing that the two must be considered simultaneously. There is no basis for this contention. First, to preserve that position, a cross appeal should have been filed. Absent a cross appeal, the variances are not properly before the Board.

Secondly, the petitions are not intertwined. The Petition for Variances depends upon whether the requisite hardship or difficulty is demonstrated. BCZR § 307.1. The Petition for Special Hearing which is the subject of this appeal, deals with whether a third dwelling unit is permitted, either as a non-conforming use or as permitted under current regulations. The variances do not in any way depend upon approval of three units. If it is found that the existing units were established prior to the adoption of the 1955 regulations, there is no need for variances, since the uses would be permitted to continue as legal non-conforming uses in their present configuration. If the Board finds, however, that the apartments were created subsequent to 1955, the variances are necessary, regardless of whether two or three units are permitted.

B. Petitioner Has Demonstrated The Requisite Basis For Granting Area Variances.

It is undisputed and indisputable that the two buildings have been in existence for many years and in multi-family residential use without complaint for at least thirty years (even Mr. Bell concedes that). The setback and lot width deficiencies cannot be cured without removing the buildings. Thus, a sufficient hardship or difficulty "peculiar to the land or structure", not created by Petitioner, is presented to warrant the granting of area variances, regardless of the outcome of this appeal with respect to the third dwelling unit. BCZR § 307.1 (emphasis added). McLean v. Soley, 270 Md. 208, 213-214, 310 A.2d 783, 786 (1973); Cromwell v. Ward, 102 Md. App. 691, 651 A. 2d 424 (1995)

If the Board denies Petitioner's appeal on the second petition, and also determines that the variance petition is properly before it, the Board should grant those variances.

II. PETITIONER IS ENTITLED TO MAINTAIN THREE DWELLING UNITS IN TWO BUILDINGS.

A. The Three Dwelling Units Are Legally Existing Non-Conforming Uses.

Under the zoning regulations in effect from 1945 to 1955, Sections III(C) and IV(C), the minimum lot area required for dwellings was 5,000 square feet and a lot width of not less than 50 feet at the front building wall.[4] These regulations do not deal

[4] The only copy of the 1945 zoning map reflecting zoning of the subject property shows that it was located in a Residence District, but does not distinguish the "A" and (continued...)

with conversions. The subject property, according to the assessment records, contains 15,000 square feet. Petitioner's Exhibit 7, p.6. Thus, there was sufficient area to support three dwellings prior to 1955, when the required area for one family dwellings was increased to 6,000 square feet. BCZR § 211.1 (1955).

Mrs. Ruth Eccleston testified that she moved to her house, which immediately adjoins Mr. Leong's property, in 1957 and that at the time she moved in there were people living in the cottage and there was also a tenant in the main house. Tr. 100. She also testified that those tenants had lived there for a number of years before she moved in. Tr. 104. There was no other witness with any knowledge respecting the property prior to the late 1960s. Mrs. Eccleston's testimony was supported by a letter from Donald Schafer, whose property adjoins the petitioner's property to the rear. Mr. Schafer wrote that he purchased his property in 1953 and that the main house consisted of two apartments at that time. His letter does not address the use of the cottage. Petitioner's Exhibit 9.

Mr. Arthur Leonard Bell, who did not move in to his home across the street from the subject property until 1967, and who has never been inside either of Mr. Leong's houses, had no knowledge of the status of the subject property prior to that time. He attempted to contradict Mrs. Eccleston by testifying that he saw "junk" being removed from the cottage in the early 1970s which appeared to him to be part of a chicken coop, Tr. 115-16, and that an addition to the main house was constructed in 1968

"B" Districts. These districts became R-6 in 1955, and are now DR5.5 under the changes adopted by Bill 100 in 1970. BCZR § 100.3 (1955); BCZR 100.3A(1970).

or '69. Tr. 113. As discussed above, his testimony should not be credited, for a number of reasons, including the fact that documentary evidence from the Baltimore Metropolitan Commission reflects that there were three apartments on the property several months before Mr. Bell moved in. While that record does not reflect when the three apartments were created, it certainly contradicts Mr. Bell's testimony that the conversion was made in 1968 or '69. Moreover, if the three apartments were in violation of zoning regulations, which they would have been if recently converted, under People's Counsel's interpretation of the regulation, it is highly unlikely that a permit would have been issued for a new sewer service or the work permitted to be completed and placed in service for three apartments.

The credible evidence is that the existing buildings were in existence at least by 1953, and that the two apartments in the main house were built and the cottage converted to residential use sometime in the early 1950s.

If the conversions occurred before 1955, as testified by Mrs. Eccleston, and reflected in the letter of Mr. Schafer, they were in compliance with the lot area requirement (5,000 feet per dwelling unit), and the lot width (50 feet), and therefore constitute a legal non-conforming use.

B. **The County Is Estopped From Denying That There is Sufficient Area For Three Dwelling Units.**

Even if it is found that the existing dwellings were not in existence prior to 1955, there is sufficient lot area to support three dwelling units as conversions of existing buildings. The conversion table which is set forth in § 402.1 of the current regulations, adopted in 1955, requires 10,000 square feet of lot area to convert an existing dwelling to

two units, and an additional 3,000 square feet for a third unit. The subject lot substantially exceeds this area. It admittedly does not meet the lot width requirements or the side yard requirements, but these were addressed by the variances granted below.

Prior to purchasing his property, Mr. Leong wrote to the Baltimore County Department of Planning and Zoning specifically asking if the property met the requirements of the conversion chart. His letter explicitly referenced that the dwelling units were located in two separate buildings. Petitioner's Exhibit 15. He received a clear affirmation from Jun Fernando that there was sufficient lot area to support three apartments in two buildings. Petitioner's Exhibit 16. The only question unanswered by Mr. Fernando's letter was whether the setbacks and lot width requirements could be met. Mr. Fernando advised that a site plan would be necessary to make that determination. Mr. Leong testified that he relied on that letter in purchasing his property. Tr. 45-46, 73-74.

When Mr. Fernando again wrote to Mr. Leong on March 18, 1996, after Mr. Leong provided a site plan, he advised that the property did not conform to BCZR, and that <u>either</u> variances <u>or</u> recognition of a legal non-conforming use would be necessary to cure the violations. Petitioner's Exhibit 17. Significantly, Mr. Fernando did not withdraw his prior advice that lot area was sufficient, and his recognition that the problem could be cured by variance suggests that he had not changed his view in that regard. BCZR § 307.1 precludes a variance to increase density. People's Counsel contends that a variance to permit an additional dwelling unit on this property would violate that prohibition. However, BCZR § 1B01.2 specifically provides that density

controls apply only to total gross residential acreage in a subdivision tract, and do not establish minimum lot area within the tract.[5]

This case presents the unusual situation in which a municipality is estopped to challenge a use which it now contends is illegal, but which was previously approved by its employee. The general rule is that a municipal authority is not estopped to revoke an illegal permit even though there may have been detrimental reliance on that permit. Lipsitz v. Parr, 164 Md. 222, 164 A.2d 743 (1933). However, where, as here, the question of illegality depends on interpretation of an ambiguous regulation, and one reasonable interpretation would permit the challenged use, the municipal entity is estopped to raise illegality based on a changed interpretation after detrimental reliance on a prior municipal interpretation. Permanent Financial Corp. v. Montgomery County, 308 Md. 239, 518 A.2d 123 (1986), followed in Leaf Co. v. Montgomery Co., 70 Md. App. 170, 176-79 520 A.2d 732, 736-37 cert. denied, 310 Md. 130, 527 A.2d 50 (1987).

In this case, the interpretation relied upon by Mr. Fernando in his letter is a reasonable interpretation of the ambiguous provisions of § 402.1. The conversion table requires 10,000 square feet of lot area for conversion of an existing dwelling from one unit to two units. There can be no doubt that the main house was an existing dwelling in 1955. The assessment records show that it was built in 1927 and that two additions were

---

[5] The conversion table also permits greater density than the underlying DR5.5 zone, for converted buildings. Under the conversion table, minimum lot area for three dwelling units is only 4,333 square feet. DR5.5 requires 6,000 feet per dwelling unit, and gross square footage of about 7,900 (13000 square feet divided by 3 = 4,333)(43,560 divided by 5.5 = 7,920.).

made in the 1940s. There is no credible evidence that any new construction occurred thereafter. The chart also requires an additional 3,000 square feet of lot area for a third dwelling unit. The table does not address whether or not the third unit must be in the same building. The evidence was clear and uncontradicted that the cottage existed before 1955 and that at some point it was converted to a dwelling unit. Moreover, the 1955 requirement of 6000 square feet of lot area expressly relates to residences "hereafter constructed," not to buildings "hereafter converted," the latter being addressed by the conversion chart. Significantly, the County permitted a new sewer to serve three dwelling units in 1966, without questioning compliance with zoning regulations.

Mr. Fernando was advised that the dwelling units in question on this property are in two separate buildings and he explicitly informed Mr. Leong that there was sufficient lot area based upon the requirements of the conversion chart. The County is estopped to deny that fact after Mr. Leong purchased his house in reasonable reliance thereon.

People's Counsel relies on § 102.2 of the Zoning Commissioner's Policy Manual which requires that each building on a mixed use parcel "must meet the zoning requirements as if it was a separate parcel." Even though this parcel is entirely residential, she characterizes the single unit cottage and the two family main house as the type of mixed use covered by the cited section. There is nothing in the regulations which requires such an interpretation, especially where the three units are in single ownership and operate in precisely the same manner as if they were in the same building.

More significantly, the section upon which People's Counsel relies is stamped, "Approved May 13, 1992." No evidence was adduced that such a policy was in

effect at the time these units were created, or that such a policy was published at that time so as to give public notice of its existence.

Additionally, § 102.2(b) provides:

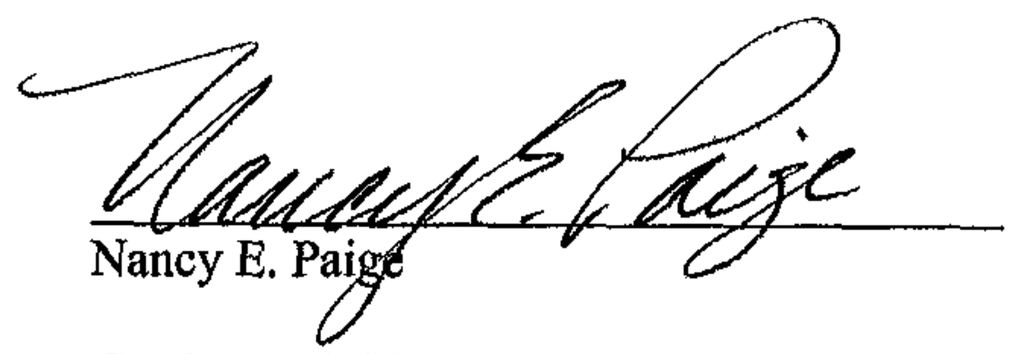
> Interpretation: This determination may be subject to a Special Hearing at the discretion of the Zoning Commissioner.

In light of the ambiguities of the regulation itself, the fact that the units have admittedly been in existence and known to Baltimore County for at least 34 years (when the new sewer was built), and the discretion expressly reserved to the Zoning Commissioner with respect to interpretation of the regulation as applied to mixed use parcels, the conclusion that three dwellings on this property would be permitted, subject to area variances, is eminently reasonable and the County is estopped to deny that interpretation after Mr. Leong relied on it to his detriment.

CONCLUSION

For the foregoing reason, the Petition to permit three dwelling units in two buildings on the subject property should be granted.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 11th day of December, 2000, a copy of the foregoing Petitioner's Post Hearing Memorandum was mailed, first-class, postage prepaid, to Carole S. Demilio, Deputy People's Counsel for Baltimore County, Room 47, Old Courthouse, 400 Washington Avenue, Towson, Maryland 21204.

Nancy E. Paige

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10:12/11/00

RE: PETITION FOR VARIANCE 8719-21 Wendell Avenue, E/S Wendell Ave 187' S of c/l Putty Hill Ave 14th Election District, 6th Councilmanic	*	BEFORE THE
	*	COUNTY BOARD OF APPEALS
	*	FOR BALTIMORE COUNTY
Legal Owner: Teik Seng Leong. Petitioner	*	Case No. 99-338-SPHA

* * * * * * * * * * * *

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PEOPLE'S COUNSEL'S MEMORANDUM

Table of Contents

A.	Statement of the Case	3
B.	Petitioner's Requested Relief	5
C.	What Petitioner Must Prove to Establish a Nonconforming Use For Both Dwellings	7
D.	Petitioner Failed to Meet the Burden of Proof For a Nonconforming Use	8
E.	The Documentary Evidence Falls Well Short of the Standard of Proof For Nonconforming Use	11
F.	Petitioner Failed to Prove the Elements of a Variance Case	12
G.	There Must Be a Connection Between Alleged Uniqueness and Practical Difficulty	13
H.	There Is No Practical Difficulty	15
I.	A Nonconforming Use Is Not Grounds For Variance Relief	17
J.	There Is No Variance Relief For an "Area" Deficiency	18

PEOPLE'S COUNSEL'S MEMORANDUM

Table of Contents (Continued)

K. The CBA Hearing Is a *De Novo* Appeal, and All Issues Regarding the Uses Proposed Are Before the CBA 19

1. Administrative Law 19

2. The Site Plan 21

3. The DZC Framed His Order to Make the Relief Granted Dependent on Acceptance of the Relief Denied 23

4. Petitioner Combined the Relief In His Petitions 24

L. The Doctrine of Equitable Estoppel Does Not Apply To Comprehensive Zoning and Basic Use Restrictions 25

M. In Any Event, Equitable Estoppel Cannot Be Applied To Stop Innocent Citizens Or the People's Counsel and May Be Asserted Only Against the Parties to the Transaction 28

N. Estoppel May Not Support Violations of Public Law 29

O. There Is No Estoppel Because Petitioner Misread Communication From Baltimore County 30

Conclusion 32

A. STATEMENT OF THE CASE

Petitioner seeks variance and special hearing relief for two separate uses on DR5.5 zoned property in northeastern Baltimore County: (1) a single family dwelling; and (2) a multiple family dwelling.

As with most zoning cases, the property owner must comply with Baltimore County Zoning Regulations (BCZR) 102.1:

> "No land shall be used or occupied and no building or structure shall be erected, altered, located or used except in conformity with these regulations and this shall include any extension of a lawful nonconforming use."

BCZR 102.2 is also relevant to this matter because more than one use is requested for the site:

> "No yard space or minimum area required for a building or use shall be considered as any part of the yard space or minimum area for another building or use."

In other words, the site's total area must equal or exceed the area required for each use.

The Zoning Commissioner's Policy Manual (Policy Manual) 1 is quite specific in applying the zoning regulations to mixed uses on a single site. It provides at page 1-42.1:

> "A. MIXED USES ON ONE PROPERTY
>
> If several uses are proposed as separate structures on one property, each use must meet the zoning requirements as if it was a separate parcel. Even if subdivision of the property is not proposed, the Zoning Commissioner may require that a line of division either a lease line or a zoning use division line between each use be shown on the plat.
>
> Conditions: The following guide lines have been formulated so that this matter can be handled consistently:
>
> Both existing and proposed uses, as divided, must be able to meet the BCZR requirements with respect to area, density, parking, setbacks

between building and to the divisions lines as if they were property lines. Residential density may be calculated on the overall property acreage if all uses are residential and is allowed in that zone."

BCC 26-135 authorizes the Director of Zoning Administration and Development Management to promulgate policies within the Zoning Commissioner's Policy Manual.

The existing uses on the site do not comply with these general provisions. The specific regulations applicable to the property are set forth below. In order to conduct the uses requested, Petitioner must comply with one of the following: (i) the uses and structures must satisfy the specific requirements for the zone as set forth below; or (ii) Petitioner must prove both uses are legally non-conforming; or (iii) Petitioner must prove he is entitled to a variance for every deficiency.

We believe Petitioner must comply with the following regulations:

- **Density** (BCZR 100.1 A.2.)
  The site is .38 acres zoned DR 5.5.
  Density permitted: .38 x 5.5= 2
  Petitioner seeks: 3

- **Area** (BCZR 1B02.3 C)
  (1) The single-family dwelling requires: 6,000 sq. ft.
  (BCZR 1B02 Chart attached)
  (2) The multiple two family dwelling requires: 10,000 sq. ft
  (BCZR 402 Chart attached)
  Total required: 16,000 sq. ft. total
  Petitioner's lot size: 75ft. x 200 ft. or 15,000 sq. ft. total

- **Setbacks for Single Family Dwelling** (BCZR 1B02.3 C)
  Individual Sideyard width required: 10 ft.
  Petitioner has: 3 ft.
  Minimum Rear yard depth required: 30 ft.
  Petitioner has: 17 ft.

- **Setbacks for Two Family Dwelling** (BCZR 402)

(1) Lot Width required:	90 ft.
Petitioner has:	5 ft
(2) Minimum Side Yard required:	15 ft.
Petitioner has:	4 ft.
(3) Sum of Side yards required:	35 ft.
Petitioner has:	26 ft.

- **Accessory Structure** (BCZR 400.1)
  Accessory structures must be in rear.
  Petitioner's shed is located in front.

In summary, Petitioner does not comply with the density limit, the minimum area standard, five separate setback requirements, and the accessory structure regulations.

B. PETITIONER'S REQUESTED RELIEF

The Petitioner seeks alternative relief. He seeks Special Hearing relief claiming two of the structures on the site are legally nonconforming – a former chicken coop renovated for a single family dwelling, and a single family dwelling converted to a multiple (two apartment) dwelling.

He seeks Variance relief for three setbacks -- a front yard width of 75 feet in lieu of 90 feet for the multiple family dwelling; a side yard setback of 3 feet in lieu of 15 feet for the multiple family dwelling; a sum of 7 feet side yard setbacks in lieu of 35 feet for the multiple family dwelling. He also seeks a variance for a detached accessory structure in front yard in lieu of rear yard.

It must be noted at the onset that Petitioner's requested variance relief is incomplete and defective. If he cannot prove a legal nonconforming use for the former chicken coop, his entire case falls. Petitioner has never requested variances for the side yard and rear yard setbacks for the single family dwelling. Thus, even if the variances

requested are granted, Petitioner cannot conduct both uses without satisfying every bulk and use regulation set forth in the table above on pages 4-5.[1]

Petitioner's variance relief must also fail for a second important zoning principle. Petitioner lacks sufficient area (16,000 sq. ft.) for both uses. He is requesting three density units in two dwellings. He has enough area (15,000 sq. ft.) for one density unit in each of the two structures. If he cannot prove a nonconforming use for at least one of the structures, there is no variance available to reduce the area requirement in this case. A variance is not permitted to reduce area, if the effect is to increase density. BCZR 307.1 states:

> "... No increase in residential density... shall be permitted as a result from any such grant of a variance from height or area regulations..."

Additionally, the Policy Manual discusses at Page 4-3 the requirements for conversion of single family to multiple family dwelling under BCZR 402.1:

> "A. Conditions
>
> (2) If the lot area is deficient, the conversion cannot be approved. (Lot area can affect density and density cannot be varianced.)"

The DZC recognized this in his Order at page 4. Furthermore, the CBA upheld this language in the Petition for Variance, Case No. 98-342-A.

---

[1] The term "bulk regulations" is used in BCZR to refer to area and setback requirements for the zone and the uses permitted in the zone. Here, separate bulk regulations apply to single family and multiple family residences.

C. WHAT THE PETITIONER MUST PROVE TO ESTABLISH A NONCONFORMING USE FOR BOTH DWELLINGS

The year 1955 is the pivotal point for the uses requested in this case. BCZR 101 sets forth the definition:

> "NONCONFORMING USE - A legal use that does not conform to a use regulation for the zone in which it is located or to a special regulation applicable to such a use."...

BCZR 104.1, enacted in 1955, states:

> "A nonconforming use (as defined in Section 101) may continue except as otherwise specifically provided in these regulations, provided that upon any change from such nonconforming use to any other use whatsoever, or any abandonment or discontinuance of such nonconforming use for a period of one year or more, the right to continue or resume such nonconforming use shall terminate."

The operative word is "use." It is not enough to prove that "structures" existed on the site for the requisite time period. The Petitioner must prove that the uses in the structures were legal at the pivotal time, and that the uses in those structures continued without interruption to the present.

In reviewing the evidence, the CBA must consider that nonconforming uses are not favored under the law. The expectation is that such uses will disappear and nonconforming use sites will come into compliance with current zoning regulations. See Stieff v. Collins, 207 A.2d 489, 237 Md. 601 (1965).

The zoning history of a site is relevant to the Board's review of a nonconforming use case. Here, the Petitioner failed to produce any evidence of the zoning history. A brief general review will demonstrate that Petitioner's special hearing relief for nonconforming use must fail.

DR 5.5 zoning was enacted in 1970 in Bill 100. (See BCZR 100.1 A. 2.). The density requirements and bulk regulations have remained intact for the most part to the present. DR 5.5 replaced the R.6 zone. (See BCZR 100.3A). R.6 was enacted in 1955. It required an area requirement of 6000 sq. ft. per dwelling. Additionally, a multiple (2) family dwelling shall be located on a lot having an area of not less than 10,000 sq. ft. Thus, even assuming both structures existed as dwellings under the prior zone, the site would have no more density than one for each dwelling, or two in one dwelling. To establish a nonconforming use for three density units, Petitioner must prove that three density uses existed in the structures continuously prior to 1955. (See attached R.C.6 zone, Section 209.)

D. PETITIONER FAILED TO MEET THE BURDEN OF PROOF FOR A NONCONFORMING USE

In Vogl v. City of Baltimore, 228 Md. 283, 179 A.2d 693 (1962) the Court stated:

> "Party claiming existence of non-conforming use must assume burden of establishing existence of nonconforming use at time of passage of prohibiting zoning ordinance."

This was confirmed in County Comm'rs. of Carroll Co. v. Uhler, 78 Md.App. 140, cert. denied, 316 Md. 428.

The evidence itself must be unequivocal. A witness must have personal knowledge of the facts. A document must be official and relevant. In this case, Petitioner had no relevant, credible evidence for the requisite time frame.

Petitioner called Mrs. Ruth Eccleston, an elderly woman who has resided at 3411 Putty Hill Road since 1957. Her testimony was confusing and vague. She had some

recollection of what she referred to as a "shed" on the site, but could not state that it had been used as a residence. She could not recall construction work for the addition or renovations. She had a vague recollection of one resident at the site, but certainly could not identify any tenants over the years. It is most significant that her testimony did not relate any facts before the pivotal year – 1955.

Mrs. Eccleston's testimony is similar to the testimony rejected in Lapidus v. Mayor & City Council of Balto., 222 Md. 260, 159 A.2d 640, 641 (1960). The Court affirmed the denial by the Board of Municipal and Zoning Appeals of a nonconforming use for a four family dwelling. Judge Prescott stated:

> "The only evidence was a neighbor who stated he lived within a block of the property for 30 years, that he was familiar with the property and that from talking to the people that four families lived in the property at the time. He admitted he was never in the building. No other testimony was provided by Petitioner."

In characterizing this evidence, Judge Prescott continued:

> "The evidence offered by Petitioner attempting to establish the nonconforming use... was so scanty that possibly the Board would have been warranted in denying the application on the ground that Petitioner had failed to meet the burden of proof."

As it happened, the protestants in Lapidus offered separate documentary evidence to prove the use did not meet non-conforming standards.

Here, Petitioner's case for a non-conforming use was refuted affirmatively and convincingly by Mr. Arthur Bell, a long time resident across the street at 8722 Wendell Avenue. Mr. Bell's testimony was based on personal observations and is significant for its pointed accuracy and details. His testimony was not refuted by the Petitioner.

He recounted that he moved to his Wendell Street residence in 1967. At that time, Mr. & Mrs. Miller resided at the subject site in a single family dwelling. In addition to their children, two teenage nephews of the Millers lived with them. As a BGE employee, Mr. Bell had been in the basement of the Miller home and identified its single family use. Soon after 1967, the Millers constructed an addition to the rear and side of the existing dwelling. Mr. Bell identified the addition in the pictures submitted at the hearing. The house continued its use as a single family dwelling. During this time the former chicken coop structure was in disrepair and not in use. All of this occurred around 1968-1970.

Sometime around 1970, Mr. Bell recalls the renovations to the chicken coop. He recalled the nephews removing debris, including the remnants of a chicken house. Upon inquiry, they told him they were renovating it for a small apartment for them. Mr. Bell estimates the nephews were about 19-20 years old at this time. The nephew resided there for 2-3 years. During all this time, there was only a single mailbox on the site. Mr. Bell testified that only the Miller family resided at the site.

Mr. Bell recalled the nephews moving out of the renovated coop in the early 1970s. Mr. Miller died around 1979-1980. After that, Mr. Bell stated tenants moved into the small dwelling. He also recalled a tenant in the addition of the house. Presumably at that time, Mrs. Miller and one or more of her children lived with her in the house. After Mrs. Miller's death, the property was sold to the Petitioner by her estate or her heirs.

Mr. Bell's testimony establishes the time line for the conversion of the site from a single family dwelling use to a multiple family dwelling, and a separate conversion of the

chicken coop to a second dwelling. Clearly, the conversions were not done by the pivotal 1955.

Moreover, Petitioner produced no evidence that these conversions were done with zoning approval. No variances were granted, nor was there a prior zoning case establishing nonconforming uses. It can only be concluded the current uses are illegal. Petitioner has provided no evidence that would permit the uses as legally nonconforming.

E. THE DOCUMENTARY EVIDENCE FALLS WELL SHORT OF THE STANDARD OF PROOF FOR NONCONFORMING USE

The Baltimore County Metropolitan District documents offered for identification by Petitioner should not be admitted as evidence of a nonconforming use. (Petitioner's Exhibits 7 and 8.) They have no probative value.

First, the copies provided are confusing and nearly unreadable. Even so, they do not identify the structures on the site. Second, they cannot be identified on their face, and Petitioner admittedly could not produce a witness for identification. Third, the existence of sewer lines would not necessarily confirm the structures on the site, much less their current use. Fourth, there is no way to prove the sewer lines service three dwellings or density units. Finally, the dates on the documents are between 1967 and 1972. Nothing relates to any activity prior to 1955. These documents in no way indicate zoning approval for the uses existing and proposed by Petitioner.

It may be argued that the original single family dwelling predates zoning and would be a legal nonconforming use. It appears to have been constructed in 1927. However, a legal nonconforming use for a single family dwelling must comply with

current regulations in a conversion to a multiple family use. BCZR 104.1 above and case law are in accord.

> "Change from one non-conforming use to a new and different one constitutes an [impermissible] extension of use." Feldstein v. LaVale Zoning Board, 246 Md. 204, 227 A.2d 731 (1967).

> "Maryland case law permits continuing a non-conforming use, but does not permit the transmogrification of an approved non-conforming use into a new and different use. The latter constitutes an unlawful extension, even if there is no outward change in the appearance of the facility being used." (Citations omitted) (Emphasis added). Nat'l Inst. Health Fed. Cr. Un. v. Hawk, 47 Md.App. 189 (1980).

F. PETITIONER FAILED TO PROVE THE ELEMENTS OF A VARIANCE CASE

BCZR 307.1 requires a showing of "special conditions or circumstances that are peculiar to the land or structure..." This involves the concept of "uniqueness." In Cromwell v. Ward, 102 Md.App. 691, 710 (1995), the Court said:

> "In the zoning context the 'unique' aspect of a variance requirement does not refer to the extent of improvements upon the property or upon neighboring property. 'Uniqueness' of a property for zoning purposes requires that the subject property have an inherent characteristic not shared by other properties in the area, i.e., its shape, topography, subsurface condition, environmental factors, historical significance, access or non-access to navigable waters, practical restrictions imposed by abutting properties (such as obstructions) or other similar restriction. In respect to structures, it would relate to such characteristics as unusual architectural aspects and bearing or party walls."

Here, there is nothing unique about the property. It is regular in shape, with moderate topography, and good road access. Protestant witnesses testified the subject site was like all others in the area in shape, size and environmental factors. Petitioner did not dispute these observations.

An attempt to legitimize existing uses in a Petition for Variance does not diminish the burden of proof.

In Umerley v. People's Counsel, 108 Md.App. 497, 508 (1996), the Petitioners claimed their property was unique because, without setback and other variances, the longstanding trucking facility operation, which contributed to the county and state economy, "cannot comply with [the zoning] regulations." The CBA accepted this argument, but the appellate court reversed. Judge Bishop wrote:

> "Because the uniqueness requirement mandates that the subject property 'have an inherent characteristic not shared by other properties in the "area,"' such evidence cannot support a finding that the Umerleys' property is unique within the meaning of Maryland law. A review of the record fails to reveal any other evidence that would support such a finding."

There is no evidence the site cannot support a single family home, the typical and predominant use in the area. There is no unique inherent characteristic of the site that requires legitimizing the current uses. So, for yet another reason, the petition for variance fails, as a matter of law.

G. THERE MUST BE A CONNECT ION BETWEEN ALLEGED UNIQUENESS AND PRACTICAL DIFFICULTY.

BCZR 307 also requires "special circumstances or conditions" such that "strict compliance with the zoning regulations would result in practical difficulty or unreasonable hardship." As it was put in Cromwell, an additional is that "... variances should only be granted... where the uniqueness of that property results in an extraordinary impact upon it by operation of the statute...."

This is not a new concept. In Easter v. Mayor and City Council, 195 Md. 395 (1950), the Court said:

> "The burden of showing facts to justify an exception or variance rests upon the applicant, and it must be shown that the hardship affects the particular premises and is not common to other property in the neighborhood."

In Marino v. City of Baltimore, 215 Md. 206 (1957), the Court elaborated:

> "The expression 'practical difficulties or unnecessary hardships' means difficulties which are peculiar to the situation of the applicant for the permit and are not necessary to carry out the spirit of the ordinance and which are of such degree of severity that their existence amounts to a substantial and unnecessary injustice to the applicant."

Anderson's American Law of Zoning, Sec. 20.02 at 410-411 (1996) includes it is discussion of variances the following:

> "The underlying purposes of administrative relief have been discussed in an earlier chapter, but specifically, with respect to variances, it is said that a variance is designed as an escape hatch from the literal terms of the ordinance which, if strictly applied, would deny a property owner all beneficial use of his land and thus amount to confiscation."

There must be a causal connection between the alleged "uniqueness" and "practical difficulty."

Here, as shown, there is nothing unique about the property itself. There is nothing about the property that causes any extraordinary impact of the applicable area and setback requirements. In other words, the area and setback requirements for multiple uses on the site, have the same impact on the subject site as on other properties in the area.

H. THERE IS NO PRACTICAL DIFFICULTY

The Court of Appeals stated the criteria for "practical difficulty" in McLean v. Soley, 270 Md. 208, 214-15 (1973). Here, the Petitioner fails for satisfy any, much less all, of the criteria. There is no unreasonable denial of the use of the property, and no unnecessary burden. Clearly, prior to the illegal additions and construction in the late 1960s and 1970s, the site had a perfectly viable use as a single family dwelling.

Petitioner admits his relief is motivated by financial gain. He expects increased income from several rental units. This is not the legal standard. This does no justify a variance. As the Court said in Burns v. Mayor & City Council, 251 Md. 554 (1968) quoting from Easter, *supra*:

> "... The mere fact that the variance would make the property more profitable is not a sufficient ground to justify a relaxation of setback requirements. ..."

Ultimately, Petitioner's argument seems to be that his desire for financial gain entitles him to the permitted uses, regardless of applicable legal restrictions, all of which should be casually ignored with a series of variances.

This would turn variance law on its head. The philosophy of Cromwell and the legion of cases there reviewed is that variances should rarely be granted, and only when there are unusual situations which unreasonably deprive the owner of the essential use of the property.

There was no evidence that Petitioner deserves the variances to achieve justice for him. It is a matter of financial benefit.

The protestant neighbors and community association described the negative impacts in detail. They were concerned about overcrowding the land, a change in the integrity of a neighborhood of single family dwellings, the overburdening of available parking with multiple uses on a single site. These concerns must be considered under BCZR 307.1:

> "... Furthermore, any such variance shall be granted only if in strict harmony with the spirit and intent of said height, area, off-street parking or sign regulations, and only in such manner as to grant relief without injury to public health, safety and general welfare. ..."

The Petitioner's case is not enhanced by the support of the current tenant who understandably has self-serving motives to remain on the site. The McLean criterion requires consideration of all property owners in the district.

Furthermore, Petitioner's hardships or difficulties, if any, are self-created. He disregarded zoning laws and the specific advice of a zoning office employee and proceeded to settlement. It is disingenuous to say now he is not responsible for his behavior. The tone and language of his letter of January 2, 1996 to Arnold Jablon (Petitioner's Exhibit 15) suggests he was aware of the legal requirements. He chose not to follow through with the advice rendered by Jun Fernando. (See p. 30 of this Memorandum). He cannot now say he was misled or didn't understand Mr. Fernando's letter.

Additionally, Petitioner's credibility is strained by his deceptive testimony about the use of the shed in the front yard. He was adamant that it was used to store his personal garden and household tools and equipment. In fact, pictures submitted by the

neighbors reveal he uses this illegally located shed to store business supplies and equipment for his home-operated cleaning business.

I. A NONCONFORMING USE IS NOT GROUNDS FOR VARIANCE RELIEF

The law does not permit special deference to a variance case for existing structures. (See Umerley, *supra*). Even if the structures are legally nonconforming, once the nonconforming use is changed, the property owner starts anew and must comply with current regulations. See BCZR 102.1, 104.1 above. Additionally, the Policy Manual states:

> "B. CONVERSIONS WITH DEFICIENT SETBACKS – When the use of an existing building changes and the setback requirements for the new use are greater than the existing building setback, existing setbacks shall not be considered as nonconforming and zoning compliance will be required. This may be accomplished by removing a portion of the building, purchasing additional property, or successfully petitioning for a variance based upon hardship or practical difficulty."

Moreover, legal, nonconforming offsite uses will not support a variance request in the area.

In Park Shopping Center v. Lexington Park Theatre Co., 216 Md. 271 (1958), the Court rejected claims of unusual conditions on neighboring properties, including existence of non-conforming uses, to support a variance.

A ***legal*** nonconforming use carries no weight in a variance case. Here, Petitioner has not proved that the current uses were either nonconforming or legal.

J. THERE IS NO VARIANCE RELIEF FOR AN "AREA" DEFICIENCY

As explained in Section B above, the Petitioner's variance relief must fail because he cannot cure the deficiency in the area requirements for the three density units requested. A 15,000 sq. ft site can have no more than one density in each of two separate dwellings. Petitioner argues that since the chart in BCZR 402 requires 13,000 sq. ft. for a three family dwelling in a DR 5.5 zone, he is entitled to 3 density units in two buildings. The facts here differ from BCZR 402. Petitioner proposes two dwellings rather than the conversion of a single dwelling provided in the chart.

The zoning regulations clearly treat density regulations differently depending on the structures involved. This differentiation serves to maintain the integrity of a single family neighborhood, while permitting some reasonable conversion of large structures on large lots to multiple family dwellings. The difference in area requirements also serves to avoid overcrowding of the land.

BCZR 1B01.1 A.1.c (amended by Bill 85 in 1997) requires that conversions to group homes and multiple family dwellings in DR5.5 zones are "subject to findings of compatibility."

Simply stated, the Petitioner cannot "double count" the total 15,000 sq. ft. area on the site for both a single family dwelling and a multiple family dwelling. One use trumps the area for the other use. There are no exceptions to this requirement.

K. THE CBA HEARING IS A *DE NOVO* APPEAL AND ALL ISSUES REGARDING THE USES PROPOSED ARE BEFORE THE CBA.

Petitioner seeks to selectively appeal portions of the DZC's decision in order to achieve his desired results. Such a "partial" appeal is not permitted in this case because: (1) general administrative law requires the entire case to be heard anew; (2) the variances and nonconforming uses are so interrelated on this site plan that an appeal of one issue brings the whole site plan into play; and (3) the Deputy Zoning Commissioner's Order mandated an acceptance of all issues decided; and (4) Petitioner himself combined the issues in his Petitions.

1. Administrative Law

The essence of a "*de novo*" hearing is to present all matters before the Board so that a full review of the evidence and the law results in a definitive decision. There is no deference in a CBA hearing to the decision of the zoning commissioner. The CBA is not bound by any conclusions of law or findings of fact made below. The Petitioner must start anew as though the matter was never heard before the zoning commissioner. The Zoning Commissioner's decision is not prejudicial to either party in a *de novo* appeal to the CBA.

In Boehm v. Anne Arundel County, 54 Md.App. 497 (1983), the Court stated:

> "An excellent exposition, however, of what a "*de novo*" hearing embraces can be found in 2 Am. Jur.2d *Administrative Law* §698 (1962). That section provides:
>
> > 'A trial or hearing "*de novo*" means trying the matter anew the same as if it had not been heard before and as if no decision had been previously rendered. Thus, it is said that where a statute provides that an appeal shall be heard *de novo*

such a hearing is in no sense a review of the hearing previously held, but is a complete trial of the controversy, the same as if no previous hearing had ever been held, especially where the hearing is in a court of general, original jurisdiction. Where a statute provides for a trial *de novo* and does not provide that the findings of the administrative agency shall be conclusive or of any force, the whole matter is opened up for consideration on appeal as if the proceeding had been originally brought in the reviewing court. Trial in court is not an appellate proceeding where the statute provides for a suit to set aside an award and for determination of the issues upon trial *de novo*. Even though designated an "appeal," a review in which the court is not confined to a mere re-examination of the case as heard before the administrative agency but hears the case *de novo* on the record before the agency and such further evidence as either party may see fit to produce is to be regarded as an original proceeding. ...'" Boehm, at 509-10.

The Boehm Court continued at p. 511:

> "As such, unless otherwise limited by statute or court rule, **a *de novo* hearing is an entirely new hearing at which time all aspects of the case should be heard anew as if no decision had been previously rendered.** Thus, the Board of Appeals may consider the decision of the Zoning Office in any light it desires but it is not bound by the earlier decision in its *de novo* review. The *de novo* hearing, which is in actuality the first formal hearing on the issue, purges any potential errors from the earlier decision of the Zoning Office." (Emphasis added).

See also Halle v. Crofton Civic, 339 Md. 131 (1995) wherein the Court stated, quoting 3 Rathkopf, The Law of Zoning and Planning, Sec. 37.01[7][a]:

> "A person aggrieved by the decision [of the administrative hearing officer] appeals to the board of appeals, asking it to rule upon the correctness of the administrative officer's determination; the board may reverse or affirm, wholly or partly, or may modify the order requirement, decision or determination appealed from, and may make such order, requirement, decision or determinations, in its opinion, ought to be made in the case."

2. The Site Plan

The special hearing relief and the variance relief here are so intertwined that they cannot be separated by a "partial" appeal.[2] The uses and structures relate to each other so that it is impossible to separate them. Petitioner never attempted to even draw a "use line" between the single family dwelling and multiple family dwelling recommended by a provision in the Policy Manual stated in Section A of this Memorandum.

A review of two relevant cases highlight the connection among all the relief requested for this site. The instant case is distinguishable from Daihl v. County Board of Appeals of Baltimore County, 258 Md. 157 (1970) that permitted a partial appeal. There, the Petitioner combined in a single petitioner a request for reclassification for two separate and distinct parcels. The Zoning Commissioner granted rezoning for one site and denied it for the other site. The Protestants appealed the grant of rezoning. The CBA, on appeal, granted rezoning for both sites.

The Court of Appeals held an appeal by Protestants of the grant of reclassification for one property was not an appeal of the denial of the reclassification of the other property. Unlike the facts in the case at hand, two separate and distinct sites were involved. Each stood independently of the other. In fact, the sites were not even contiguous. "The two parcels are separated by two intervening lots." *Id.* 159. The Petitioner in Daihl could have filed a separate Petition for Reclassification for each site,

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[2] The case at hand is unlike a site plan with variance for a sign and a variance for setbacks for a structure combined in a single case. It is possible in such a situation that the relief may not be interrelated.

and each could have stood as its own separate case. Presumably, he combined them for economics and expediency.

Unlike Daihl, the issues in this case cannot be separated. Instead, the facts in the instant case are comparable to the facts in Deen v. Baltimore Gas and Electric Company, 240 Md. 317 (1965) cited in Daihl. In the Deen case, BG&E requested a special exception to run above-ground transmission lines along a 5.1 mile stretch of its right of way from Summerfield to its East Towson substation. The Petitioner differentiated the 5.1 mile stretch into three segments. Two segments were within the Metropolitan District of Baltimore County and the third was outside the District in a rural area. The Zoning Commissioner granted the special exception for overhead lines for the third segment outside the District, but denied a special exception for the two segments within the District, requiring instead underground lines in the District segments. The CBA affirmed for one district segment, but reversed for the other District segment. BG&E appealed as to the first segment. Neither party had appealed the segment outside the District.

The Circuit Court for Baltimore County ruled that all three segments were before the Court on appeal, even if no appeal was taken by either party from the ruling on the segment outside the district. The Court said:

> ". . . the matter before it dealt with the 'general subject of "overhead" vs. "underground" transmission lines and considered the appeal to the Board as encompassing the entire distance of the line." [The issue of what could be heard on appeal to the CBA was not raised before the Court of Appeals and therefore not addressed in their opinion.] Daihl, at 163.

Here, too, the matters before this Board encompass all the proposals for the site.

3. The DZC Framed His Order to Make the Relief Granted Dependent on Acceptance of the Relief Denied.

The DZC stated at page 6:

> "The approvals granted herein [setback variances for the structures] shall be conditioned upon the following conditions and restrictions:
>
> > ... 2) Within thirty (30) days from the date of this Order the Petitioner shall submit to the Zoning Commissioner's Office a new site plan of the property indicating the manner in which he intends to convert the use of the subject property back to a two dwelling use. The Petitioner shall permit a code enforcement inspector to enter his premises in order to determine that only two dwelling units exist on the property. The conversion of the property to two dwelling units shall occur within ninety (90) days from the date of this Order." [June 24, 1999]

Since this condition was not accepted within the time frame set forth, the granting of the setback variances is void. (Even allowing for the Reconsideration filed, the Order denying reconsideration is dated November 29, 1999.)

Moreover, the DZC did not grant specific variances but made a general statement setting forth the conditions of his Order:

> "IT IS FURTHER ORDERED, that any variance relief necessary in order for the Petitioner to accomplish the method by which he intends to provide two dwelling units shall be GRANTED so as not to cause the Petitioner to have to tear down any of the structures which have existed on the subject property for many years."

The Deputy Zoning Commissioner conditioned variance relief on the Petitioner's acceptance of a total of two density units on the site. He provided that Petitioner could choose to locate both units in one dwelling or one unit in each dwelling. Petitioner refused to accept this condition. Instead he appealed, seeking a total of three density

units. His appeal is a rejection of the conditions attached to any purported grant of setback variances by the DZC. In other words, when Petitioner appealed the density, he lost the variances granted by the DZC. He cannot have it both ways.

The DZC also conditioned his relief to expire after ninety days. When Petitioner filed his appeal, he failed to select between the choices offered within the time frame and forfeited the relief altogether.

4. Petitioner Combined the Relief In His Petitions.

From the start, Petitioner always considered the special hearing and variances interconnected. His Petition for Special Hearing states:

> "Three dwelling units in two buildings on the same lot, which do not conform to current set back and lot width requirements, as a non-conforming use with 2 off-street parking spaces."

His appeal of this Petition brings into play the nonconforming use and variances.

Likewise, in his Petition for Variance, Petitioner requests relief for the following reasons:

> "Two buildings on one lot which have been in existence and in residential use for may years, do not conform to current side yard and lot width requirements. Such non-conformity cannot be corrected without razing the existing buildings, which would create a substantial hardship for both the owner and tenants. Adding off-street parking spaces will destroy the integrity of the property."

On p. 6 of his Order, the DZC denied the ***variance*** for three density units.

Petitioner filed an appeal of both the Special Hearing and Variance (see letter dated December 22, 1999 from Nancy Paige, Esq. to Arnold Jablon.)

One need only flip the decision rendered by the DZC to see the flaws of a "limited" appeal. If the variances were denied by the DZC without appeal, any density affirmed by the DZC would be a hollow order. The structures would not be legal unless they conformed to the setback regulations.

Furthermore, a cross- appeal by Protestants or People's Counsel would add nothing to the issues already before the CBA.

L. THE DOCTRINE OF EQUITABLE ESTOPPEL DOES NOT APPLY TO COMPREHENSIVE ZONING AND BASIC USE RESTRICTIONS

Zoning involves the legislative exercise of the police power. Use restrictions are central to the comprehensive zoning plan and map. Village of Euclid v. Ambler Realty Co., 272 U.S. 360 (1926); Zahn v. Bd. of Public Works, 274 U.S. 325 (1927). Based on Euclid, Maryland solidified the constitutionality of zoning in Jack Lewis, Inc. v. Mayor & City Council of Baltimore, 164 Md. 146 (1933), appeal dismissed 190 U.S. 585 (1933).

Baltimore County first adopted zoning regulations in 1945. With the passage of a Home Rule Charter in 1956, the county came under the Express Powers Act. Md. Ann. Code Art. 25A, Sec. 5(U), (X). The county code sets up the framework for the "Euclidean" map and its countywide revision every four years. Sec. 26-116, 26-122 to 26-125. See Coppolino v. County Board of Appeals of Baltimore County, 23 Md.App. 358 (1974). Sec. 26-127 provides for special exceptions and area variances, in conjunction with BCZR 502.1 and 307. See People's Counsel for Baltimore County v. Mangione, 85 Md.App. 738 (1991); McLean v. Soley, 270 Md. 208 (1973).

The doctrine of "estoppel," on the other hand, traditionally involves common law of contracts and torts. Equity courts utilized it to prevent the unjust assertion of rights by private parties. The application of this doctrine to zoning, however, would intercept public law, and any civil or criminal action for enforcement. In 1933, the Court of Appeals followed Jack Lewis with a clear rejection of the idea that estoppel could protect an illegal zoning use. Lipsitz v. Parr, 164 Md. 222 (1933).

Judge Parke there stated the court's concern not only for unauthorized approvals by error or mistake, but also for potential evasion of the law. Any permit so "issued would be void."

The Court articulated these reasons, which have often been repeated:

> "A municipality may be estopped by the act of its officers if done within he scope and in the course of their authority or employment, but *estoppel does not arise should the act be in violation of law...*
>
> [I]t was therefore unlawful for the officers and agents of the municipality to grant the permit, and it would be unlawful for the licensee to do what the purporting permit apparently sanctioned. A permit thus issued without the official power to grant does not, under any principle of estoppel, prevent the permit from being unlawful nor from being denounced by the municipality because of its illegality... [T]he doctrine of equitable estoppel cannot be here invoked to defeat the municipality in the enforcement of its ordinances, because of an error or mistake committed by one of its officers and agents which has been relied on by the third party to his detriment. Everyone dealing with the officers and agents of a municipality is charged with knowledge of the nature of their duties and the extent of their powers, and therefore such a person cannot be considered to have been deceived or misled by their acts when done without legal authority." (Emphasis supplied.) 164 Md., at 227-28.

Lipsitz has never been overruled, and the Court of Appeals has consistently followed it in use regulation cases. Board of County Comm'rs. v. Snyder, 186 Md. 342

(1946); Delbrook Homes v. Mayers, 248 Md. 80 (1967); Kent County Planning Inspector v. Abel, 246 Md. 39 (1967); City of Hagerstown v. Longmeadow Shopping Center, 264 Md. 481 (1972). The Court of Special Appeals has followed suit with strong opinions in Levinson v. Montgomery Co., 95 Md.App. 307 (1993) and Cromwell v. Ward, 102 Md.App. 691 (1995), Sycamore Realty v. People's Counsel, 344 Md. 57 (1996).

In brief, application of "equitable estoppel" against the public frustrates the will of the legislature, public, and affected citizens. It manufactures an artificial species of property rights (whether called a remedy or defense). It opens the door to influence on officials to give improper approvals. It generates open-ended claims of official approval or promises. It leaves the unwary citizenry at the mercy of shrewd property owners. It can shield trickery and evasion.

To be sure, the Court defined a very limited exception to this rule for area restrictions, based on innocent reliance on longstanding reasonable and articulate, but wrong, interpretation. Permanent Financial Corp. v. Montgomery Co., 308 Md. 239 (1986). Moreover, after Permanent Finance, the Court reaffirmed that public policy precludes estoppel in cases of important public land use rights. In Inlet Associates v. Assateague House, 313 Md. 413, 437 (1988), the Court stated:

> "[T]he doctrine of equitable estoppel cannot be... invoked to defeat the... enforcement of... ordinances, because of an error or mistake committed by one of its officers... which has been relied on by the third party to his detriment."

M. IN ANY EVENT, EQUITABLE ESTOPPEL CANNOT BE APPLIEDTO ESTOP INNOCENT CITIZENS OR THE PEOPLE'S COUNSEL AND MAY BE ASSERTED ONLY AGAINST THE PARTIES TO THE TRANSACTION.

When the word "estoppel" comes into play, there necessarily arises the question of who, or what party, may be estopped? A mismatch, or misuse, of estoppel has occurred here because the alleged triggering conduct is that of county permit department officials. There is no alleged wrongdoing by the public in general, by neighboring citizens and taxpayers, by the County Council or People's Counsel. People's Counsel is recognized as an independent party, separate from the corporate body politic under Baltimore County Charter Sec. 524.l(b).

In classic private cases, such as equitable estoppel by deed, the estoppel binds only parties and privies, not strangers. M.L.E. Estoppel, Sec. 3.

Estoppel is typically based on some wrongful conduct by a party, upon which the other party relies and is misled to his injury. M.L.E. Estoppel, Sec. 22. Accordingly, it affects the parties to the transaction and their privies only. Pomeroy, Equity Jurisprudence (5th Ed. 1941), Sec. 804:

> "Sec. 804. Definition. From the foregoing general description it will appear, I think, that the following definition is accurate, and covers all phases of the doctrine: Equitable estoppel is the effect of the voluntary conduct of the party whereby he is precluded, both at law and in equity, from asserting rights which might perhaps have otherwise existed, either of property, of contract, or of remedy, as against another person, who has in good faith relied upon such conduct, and has been led thereby to change his position for the worse, and who on his part acquires some corresponding right, either of property, of contract, or of remedy." (Footnotes omitted.) See 273 Md. 277, 281.

Section 813 discusses the operation and extent of the estoppel:

"Sec. 813. Generally. The measure of the operation of an estoppel is the extent of the representation made by one party and acted on by the other. The estoppel is commensurate with the thing represented, and operates to put the party entitled to its benefit in the same position as if the thing represented were true. With respect to the person who are bound by or who may claim the benefit of the estoppel, it operates between the immediate parties and their privies, whether by blood, by estate, or by contract. A stranger, who is not a party or privy, can neither be bound nor aided.

Since the whole doctrine is a creature of equity and governed by equitable principles, it necessarily follows that the party who claims the benefit of an estoppel must not only have been free from fraud in the transaction, but must have acted with good faith and reasonable diligence; otherwise not equity will arise in his favor. [The doctrine may never be asserted to defend or uphold crime, fraud or misdoing of any character.]" (Footnotes omitted.)

N. ESTOPPEL MAY NOT SUPPORT VIOLATIONS OF PUBLIC LAW

There is no section in Pomeroy concerning estoppel against the government or citizenry to preclude enforcement of public law. This reflects that estoppel doctrine traditionally adheres to private transactions only. Separately, Justice Joseph Story, in his commentaries on Equity Jurisprudence, discusses the effect of estoppel as reaching "parties and privies" in Vol. III, Sec. 2014 (1918). He wrote, "Strangers can neither take advantage of nor be bound by an estoppel." Story also focuses on private rights.

Maryland case law is in accord, although it addresses the problem in more general terms. The fundamental concern, identified in Lipsitz v. Parr, *supra*, is that unauthorized and/or misleading conduct by a government official should not prejudice the rights of the public in general, the citizens, intentionally or otherwise. The more recent Inlet and Cromwell reaffirm the point.

In Sycamore Realty v. People's Counsel, 344 Md. 57 (1996), the Court of Appeals stated:

> "Generally, courts are loath to impose estoppel against the government when it is acting in a governmental capacity." (Citations omitted)... We have never adopted zoning estoppel in Maryland."

Given that estoppel is conduct-based, and that persons outside the misconduct are neither bound nor aided, it follows that the neighboring citizens and People's Counsel all have the right to enforce the public law. See Umerley, *supra*; Cromwell, *supra*. It follows that the life of these parties goes on, the estoppel torpedo is misdirected, and the rule of law survives. Neither county zoning administrators nor circuit judges may give up the public's rights.

O. THERE IS NO ESTOPPEL BECAUSE PETITIONER MISREAD COMMUNICATION FROM BALTIMORE COUNTY

Petitioner claims an estoppel remedy because Mr. Jun Fernando authorized the multiple uses on the site. Mr. Fernando did no such thing. It is clear from reading all the correspondence that Baltimore County required zoning approval for the proposed uses.

Petitioner failed to advise the DZC that four separate pieces of correspondence existed between Petitioner's agent and Baltimore County. Instead Petitioner only presented Mr. Fernando's first response.

It is important to review the details of Petitioner's initial inquiry to Baltimore County in a January 2, 1996 letter (Petitioner's Exhibit 15). The nature of the information rendered determined the response from Mr. Fernando (Petitioner's Exhibit 16). The letter omits facts or is misleading for the following reasons:

- Petitioner gives a single address for the site – 8719 Wendell Ave., not the two separate addresses he claimed at the hearing. He states there are "two existing buildings," but does not identify them as two separate dwellings.

- He states there are a "total of three units" but does not clarify if they are in a single building. This is crucial.

- He states the site is 1/3 acre but gives no dimensions.

- He asks specifically "if it is in compliance with the conversion charts under Section 402." This would lead the reader to conclude all units are in a single building.

- He asks if a nonconforming use or a variance is an option.

Mr. Fernando's letter is in response to the information provided to him. He states:

> "The site meets the area requirements for 3 units under BCZR 402."

(A 13,000 sq. ft. area is required for three units in the same building.)

- He emphasizes that he cannot review lot width and setback requirements since he was not provided that information.

- He emphasizes that a site plan must be submitted for a thorough review.

- Apparently, Petitioner submitted a site plan with the additional information. Mr. Fernando's response on March 18, 1996 (Petitioner's Exhibit 17) points out the need for a hearing on all the issues:

> "In response to your letter that we received on March 15, 1996, the above referenced property is not in compliance with the Baltimore County Zoning Regulations."

- Mr. Fernando forwarded sample Petitions for both Variance and Special Hearing relief.

In negotiating the Contract of Sale, Petitioner could have made settlement contingent on zoning approval for the uses he planned for the site. If he did not, he cannot look to the CBA to intervene in a private contract matter. If he had such a contingency, but

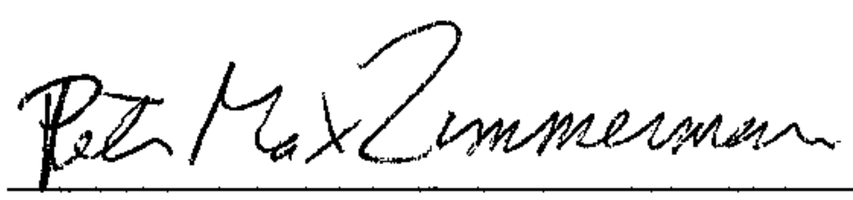
chose to proceed with settlement without zoning approval, his difficulties are self-created. In any event, Mr. Fernando's advice was sound.

There is no estoppel relief if Petitioner assumed a risk or proceeded without the benefit of legal advice. He rejected the liberal decision of the DZC. His sole remedy rests with the merits of his special hearing and variance petitions. Petitioner cannot turn the accurate and well meaning advise of a zoning official into an excuse to avoid the zoning regulations.

CONCLUSION

Petitioner's relief must be denied on all counts for the following reasons:

- No nonconforming use was established for any structure or current use on the site.
- The area deficiency for two separate dwellings cannot be cured.
- Petitioner failed to seek variance relief for deficient setbacks.
- Petitioner offered no evidence that the site is unique.
- Petitioner failed to allege evidence of practical difficulty as defined by case law.
- Hardship or practical difficulty alleged is self-created.
- An "estoppel" defense or remedy cannot be invoked in a zoning matter.
- Petitioner cannot invoke an estoppel remedy for failure to heed the written response of a Baltimore County zoning official.
- The law on *de novo* appeals requires that all issues are before the CBA.



PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 11th day of December, 2000 a copy of the foregoing People's Counsel's Memorandum was mailed to Nancy E. Paige, Esq., Gordon, Feinblatt, Rothman, 233 E. Redwood Street, Baltimore, MD 21202, attorney for Petitioners.

CAROLE S. DEMILIO

Section 209—USE REGULATIONS

The following uses only are permitted:

209.1—Uses permitted and as limited in R.40 Zone except that animal boarding place, Class A and kennel are permitted only as special exceptions. [Revised by Bill No. 85, 1967]

209.2—Two family dwellings, as defined in Section 101;

209.3—Special Exceptions—Same as R.10 Zone, except animal boarding place, Class B, sanitary landfills, and trailer parks, which are not permitted, and except that antique shops and residential art salons are permitted as special exceptions outside the Metropolitan District (see Sections 402 B and 402 C). [Revised by Bill No. 85, 1967]

Section 210—HEIGHT REGULATIONS: Same as R.40 Zone.

Section 211—AREA REGULATIONS

Minimum requirements, except as provided in ARTICLE 3, shall be as follows:

211.1—Lot Area and Width—Except as noted below, each one-family dwelling and each other principal non-residential building hereafter erected shall be located on a lot having an area of not less than 6,000 square feet and a width at the front building line of not less than 55 feet; each two-family dwelling hereafter erected shall be located on a lot(s) having an area of not less than 10,000 square feet and a width at the front building line of not less than 80 feet for a duplex dwelling and 90 feet for the pair of lots occupied by a semi-detached dwelling (see Section 304). At least five per cent and six per cent (one-family and two-family dwelling types, respectively) of the gross residential acreage of the tract must be allocated to local open space tract(s). To meet this requirement the developer may reduce the minimum permitted lot size by not more than five per cent of the minimum required area. [Revised by Bill No. 106, 1963]

211.2—Front Yard—For dwellings, the front building line shall be not less than 25 feet from the front lot line and not less than 50 feet from the center line of the street, except as specified in Section 303.1; for other principal buildings—40 feet from the front lot line and not less than 65 feet from the center line of the street, except as specified in Section 303.1.

211.3—Side Yards—For one-family dwellings, 8 feet wide for one side yard and not less than 20 feet for the sum of both, except that for a corner lot the building line along the side street shall be not less than 25 feet from the side lot line and not less than 50 feet from the center line

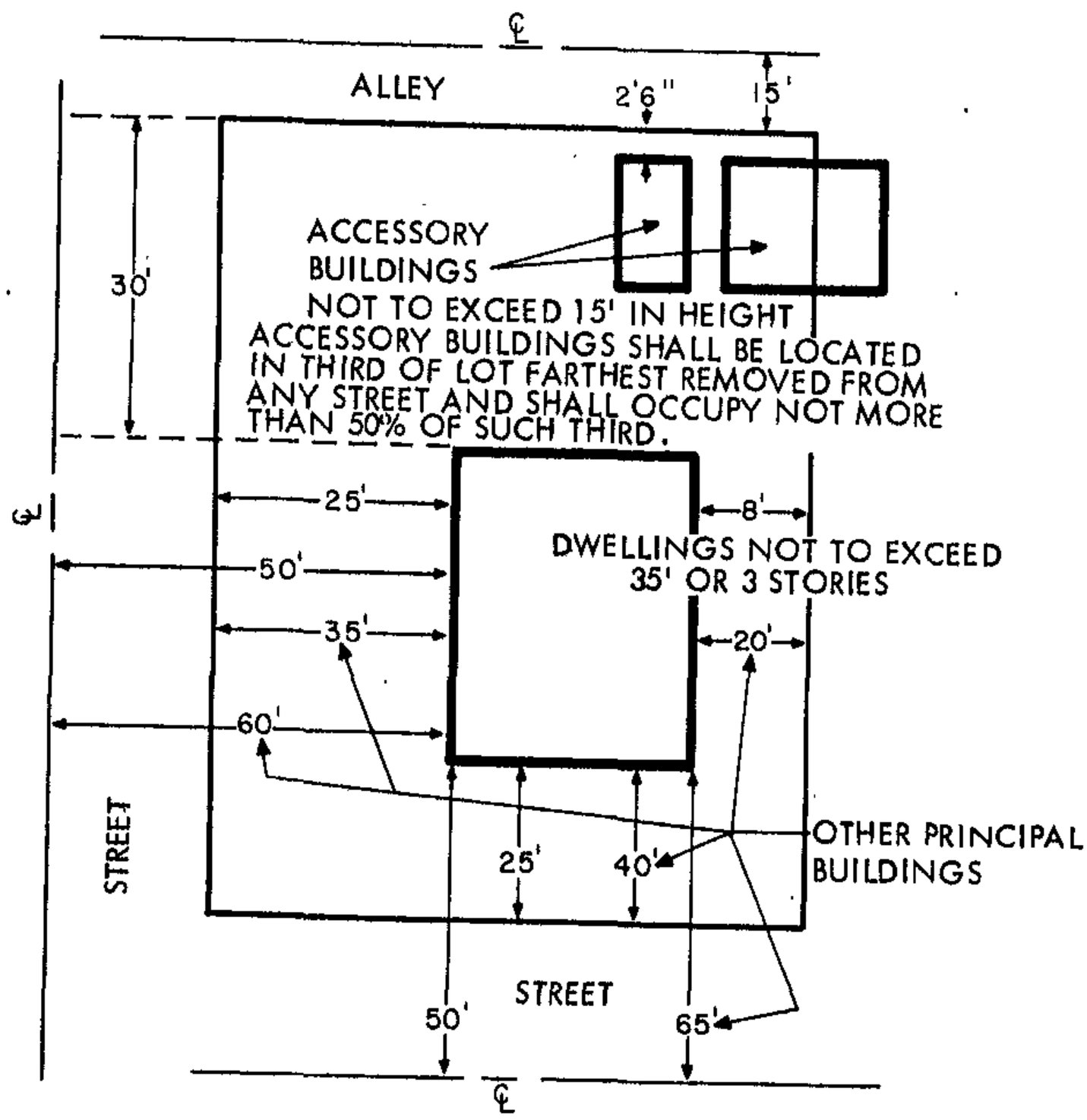
of the side street; for two-family dwellings, side yards shall be provided in Sections 214.1 and 214.3; for other principal buildings, same as in Section 208.3. [Revised by Resolution, November 21, 1956]

211.4—Rear Yard—30 feet deep.

211.5—Density—the maximum permitted gross residential density for one-family dwellings is 4.5, and the maximum permitted gross residential density for two-family dwellings is 6.0. If there is a mixture of residential use types, a combination of the local open space standards as specified in *section 44-2 of the Baltimore County Code, 1958, as amended, may be used to determine density and to yield the total acreage required for local open space tracts. [Bill No. 106, 1963]

*Section 22.51 and 22.60 of the Baltimore County Code, 1968.

R. 6 ZONE ONE FAMILY CORNER LOT

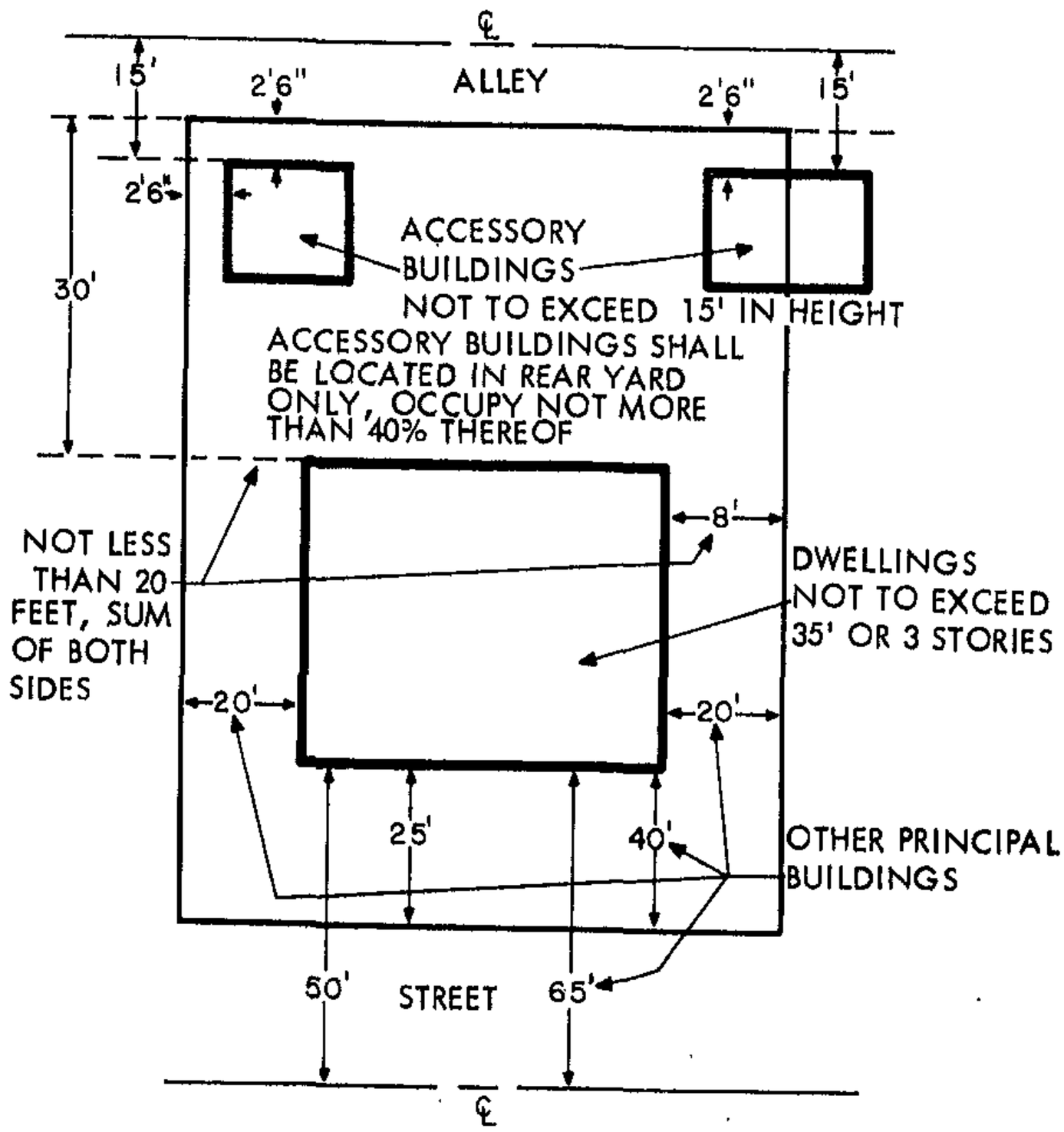


Average lot area 6,000 square feet. (See Section 211.1)
Minimum length 110 feet.
Minimum width 55 feet.
Farm buildings located on 3 acres or more.

FOR INFORMATION ONLY

EXHIBIT A

R. ZONE ONE FAMILY INSID LOT

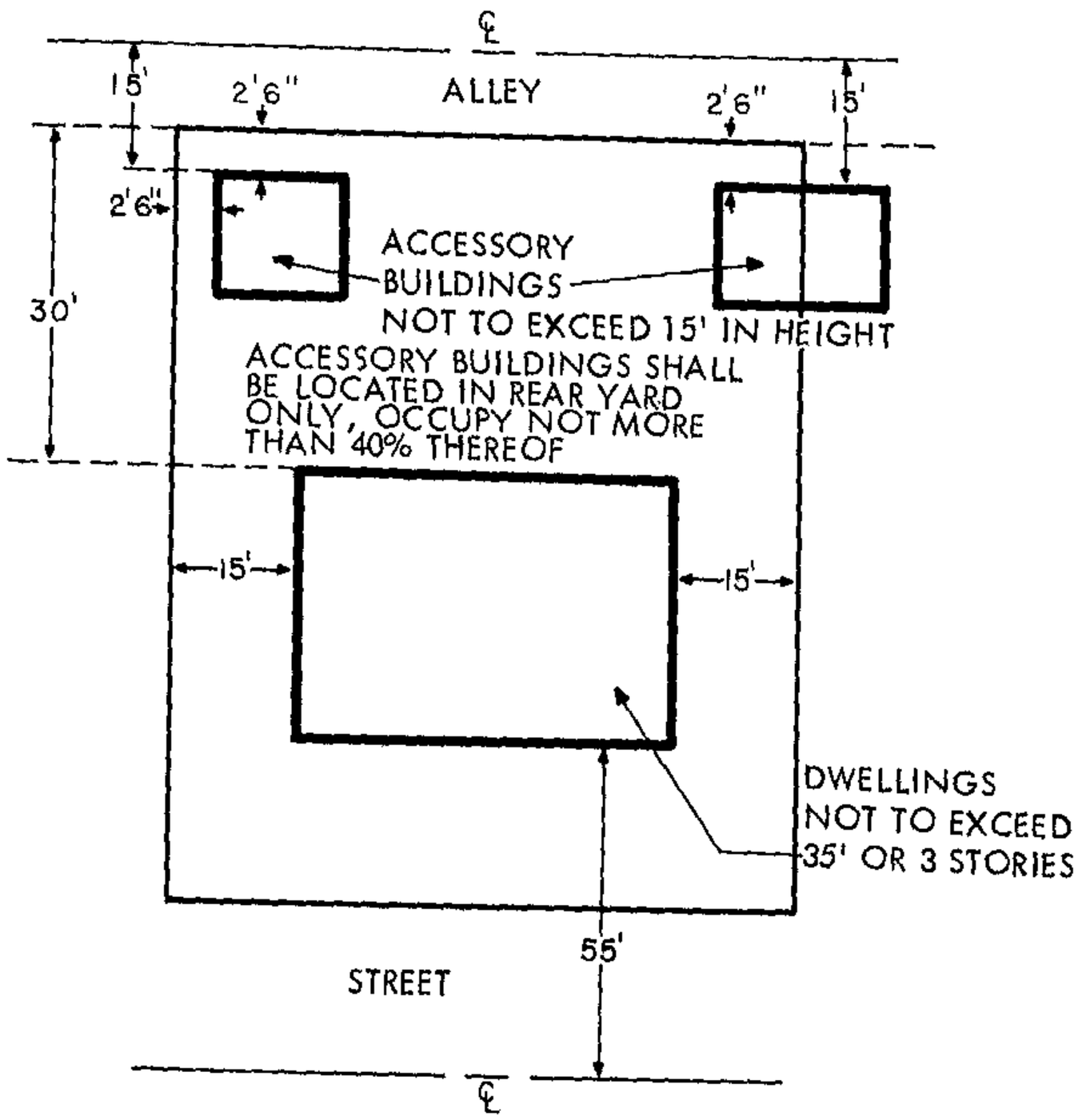


Average lot area 6,000 square feet. (See Section 211.1)
Minimum length 110 feet.
Minimum width 55 feet.
Farm buildings located on 3 acres or more.

FOR INFORMATION ONLY

EXHIBIT B

R-6 TWO-FAMILY OR DUPLEX DWELLING INSIDE LOT



Average lot area 10,000 square feet. (See Section 211.1)
Minimum length 125 feet.
Minimum width 80 feet.
(Definition) dwelling, duplex: a two-family detached building with one house keeping unit over the other.

FOR INFORMATION ONLY

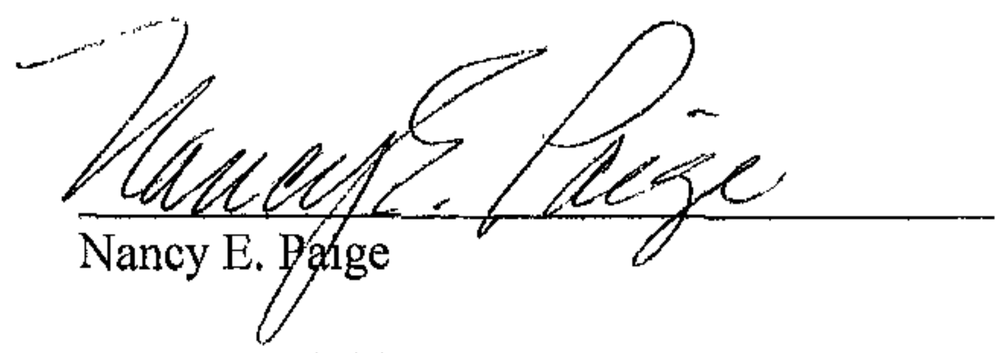
EXHIBIT C

IN RE: PETITION FOR SPECIAL HEARING AND VARIANCE	*	BEFORE THE
E/S Wendell Avenue, 187' S of centerline Putty Hill Avenue	*	DEPUTY ZONING
14th Election District	*	COMMISSIONER OF
6th Councilmanic District		
8719-8721 Wendell Avenue	*	BALTIMORE COUNTY
Teik Seng Leong	*	
Petitioner		CASE NO. 99-338-SPHA

* * * * * * * * * * * * *

NOTICE OF APPEAL

Teik Seng Leong, 8719 Wendell Avenue, Baltimore, Maryland 21234, Petitioner, appeals to the County Board of Appeals from the Order of the Deputy Zoning Commissioner, dated November 29, 1999, denying his Motion for Reconsideration, and from that portion of the Order of the Deputy Zoning Commissioner, dated June 24, 1999, which calls for the reduction of dwelling units on the subject property from three units to two units, in the referenced matter.



Nancy E. Paige

Gordon, Feinblatt, Rothman,
Hoffberger & Hollander, LLC
233 East Redwood Street
Baltimore, Maryland 21202
410/576-4294

Attorneys for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22nd day of December, 1999, a copy of the foregoing Notice of Appeal was mailed, first-class, postage prepaid, to .

PLD0034-L124-01
12/8/99

IN RE: PETITION FOR SPECIAL HEARING E/S Wendell Avenue, 187' S of centerline Putty Hill Avenue 14th Election District 6th Councilmanic District 8719-8721 Wendell Avenue Teik Seng Leong Petitioner	* * * * * *	BEFORE THE DEPUTY ZONING COMMISSIONER OF BALTIMORE COUNTY CASE NO. 99-338-SPHA

* * * * * * * * * * * * *

MOTION FOR RECONSIDERATION

Teik Seng Leong, Petitioner, moves for reconsideration of that portion of the June 24, 1999 Order which calls for the reduction of dwelling units on the subject property from three units to two units. The grounds for the motion are as follows:

I. The Application To Permit Three Dwelling Units Does Not Seek An Impermissible Increase In Density.

The Order that the Petitioner reduce the number of dwelling units on his lot from three to two is based on the 6,000 square foot minimum lot area for single family dwellings now found in Baltimore County Zoning Regulations ("BCZR"), § 1B02.3 C. Findings of Fact and Conclusions of Law (hereinafter, "Opinion"), at 3. If that requirement is added to the 10,000 square feet of lot area required for the two apartments in the larger house under the conversion table set forth in § 402, the total exceeds the existing net lot area. The conclusion reached in the Opinion is that, even though there is sufficient lot area for three dwelling units pursuant to the conversion table, because the third dwelling unit is in a separate building, it creates an impermissible increase in density which may not be authorized by variance. Id. at 4. The conclusion does not follow, however, because the density is identical, whether the three units are contained in one building or in two.

RECEIVED
JUL - 9

Section 402 explicitly allows three dwelling units on a lot of 13,000 square feet, and the subject lot contains 14,819 square feet. Since Mr. Leong does not propose to subdivide his property and since, absent subdivision, he cannot market the smaller building (the "cottage") separate from the two family structure, the two buildings operate, with respect to density, in exactly the same manner as if they were one structure. In fact, from the standpoint of the community, the current arrangement is more desirable, since it consists of a two family structure and a single family structure, rather than a three unit apartment building. Most of the testimony at the hearing was to the effect that the community objected to apartment houses.

The conclusion that three units on this lot would exceed the permitted density is inconsistent with the provisions of § 402 and with the advice offered in a January 21, 1996 letter from Jun R. Fernando, Department of Permits and Development Management, in response to an inquiry from Mr. Leong before he purchased the property (and upon which he reasonably relied), which affirmed that there is adequate lot area to permit three dwelling units on the property.

Thus, the petition does not seek an impermissible increase in density, and should not be denied for that reason.

II. The 6,000 Foot Minimum Lot Area Is Inapplicable.

The 6,000 square foot minimum lot area for a single family residence applies to every residence "hereafter constructed." BCZR § 1B02.3 C. The evidence, however, is that the cottage was in existence at least as early as 1953, as shown on the

photogrammetric map of that date. At some point,[1] it was converted from an accessory building (perhaps a chicken coop) to a dwelling. Thus, it is not a dwelling "hereafter erected," but a conversion of an existing building to a dwelling unit, governed by § 402. This conclusion is consistent with the January 18, 1996 letter from Jun R. Fernando, "per *Section 402 of the* Baltimore County Zoning Regulations (BCZR), the property meets the minimum lot area requirements for three units. However, this office cannot finally confirm compliance for minimum lot width and setback requirements until a detailed as-built site plan is submitted to this office."

Upon determination that the existing structures do not comply with current lot width and setback requirements, the subject petition was filed. As the Opinion herein properly concludes, variances of these requirements are justified because of the severe hardship which would be engendered if they were denied.

WHEREFORE, Petitioner prays:

A, *That his Motion for Reconsideration be granted; and*

---

[1]The Opinion relies on the testimony of Leonard Bell, who purchased his home across the street from the subject property in 1969, and has never been inside the subject houses, to the effect that the conversions of both the main house and the cottage occurred in 1969-70. This is in conflict with the records of the Baltimore Metropolitan District which reflect that a permit for a new sewer was issued in 1966, and that in July 1967 a new sewer service charge was imposed based on the existence of three apartments. It also conflicts with the letter from Donald Shafer, whose property adjoins the subject property in the rear, to the effect that both houses have been on the property since 1953 and that the large house has had two apartments "for as long as I can remember, and I have been here since 1953."

B. That the Order that the number of dwelling units on the property be reduced from three to two be rescinded.[2]

Respectfully submitted,

Nancy E. Paige

Gordon, Feinblatt, Rothman,
Hoffberger & Hollander, LLC
233 East Redwood Street
Baltimore, Maryland 21202
410/576-4294

Attorneys for Petitioner, Teik Seng Leong

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 8th day of July, 1999, a copy of the foregoing Motion for Reconsideration was mailed, first-class, postage prepaid, to Timothy M. Kotroco, Deputy Zoning Commissioner, Suite 405, County Courts Bldg., 401 Bosley Avenue, Towson, Maryland 21204, Mr. and Mrs. Geisendaffer, 8700 Wendell Avenue, Baltimore, Maryland 21234, Mr. Leonard Bell, 8722 Wendell Avenue, Baltimore, Maryland 21234, Raymond Shipley, 3312 Delpha Ct., Baltimore, Maryland 21234, Ruth Baisden, 7706 Oak Avenue, Baltimore, Maryland 21234, Alvin Rush, 3307 Putty Hill, Baltimore, Maryland 21234, Edmund Tyszkiewicz, 8714 Wendell Avenue, Baltimore,

[2]Since it is not clear that a Motion for Reconsideration tolls the running of Petitioner's appeal time, it is respectfully requested that the Order of June 24, 1999 be rescinded pending disposition of this Motion.

Maryland 21234, L. Filipiak, 3310 Delpha Court, Baltimore, Maryland 21234 and Delores West, 3311 Delpha Court, Baltimore, Maryland 21234.

Nancy E. Paige

Nancy E. Paige

L55685.124 S
4:7/8/99

IN RE: PETITION FOR SPECIAL HEARING E/S Wendell Avenue, 187' S of centerline Putty Hill Avenue 14th Election District 6th Councilmanic District 8719-8721 Wendell Avenue Teik Seng Leong Petitioner	* * * * * *	BEFORE THE DEPUTY ZONING COMMISSIONER OF BALTIMORE COUNTY CASE NO. 99-338-SPHA

* * * * * * * * * * * * *

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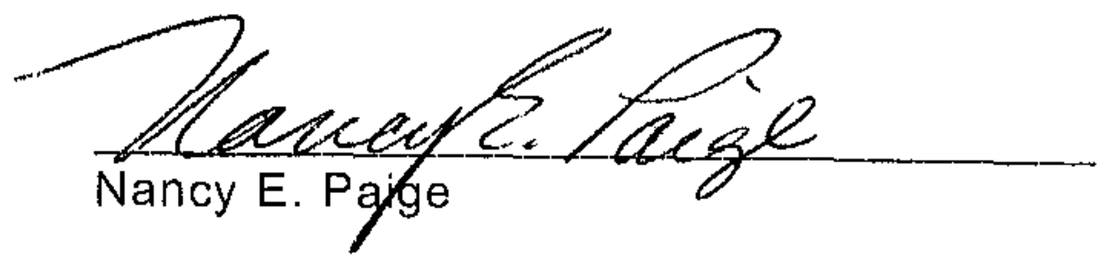
B. That the Order that the number of dwelling units on the property be reduced from three to two be rescinded.[2]

Respectfully submitted,



Nancy E. Paige

Gordon, Feinblatt, Rothman,
Hoffberger & Hollander, LLC
233 East Redwood Street
Baltimore, Maryland 21202
410/576-4294

Attorneys for Petitioner, Teik Seng Leong

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 8th day of July, 1999, a copy of the foregoing Motion for Reconsideration was mailed, first-class, postage prepaid, to Timothy M. Kotroco, Deputy Zoning Commissioner, Suite 405, County Courts Bldg., 401 Bosley Avenue, Towson, Maryland 21204, Mr. and Mrs. Geisendaffer, 8700 Wendell Avenue, Baltimore, Maryland 21234, Mr. Leonard Bell, 8722 Wendell Avenue, Baltimore, Maryland 21234, Raymond Shipley, 3312 Delpha Ct., Baltimore, Maryland 21234, Ruth Baisden, 7706 Oak Avenue, Baltimore, Maryland 21234, Alvin Rush, 3307 Putty Hill, Baltimore, Maryland 21234, Edmund Tyszkiewicz, 8714 Wendell Avenue, Baltimore,

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Maryland 21234, L. Filipiak, 3310 Delpha Court, Baltimore, Maryland 21234 and Delores West, 3311 Delpha Court, Baltimore, Maryland 21234.

Nancy E. Paige

Nancy E. Paige

L55685.124 S
4/7/8/99

Baltimore County
Zoning Commissioner

Suite 405, County Courts Bldg.
401 Bosley Avenue
Towson, Maryland 21204
410-887-4386
Fax: 410-887-3468

June 24, 1999

Mr. Teik Seng Leong
8719 Wendell Avenue
Baltimore, Maryland 21234

Re: Petitions for Special Hearing and Variance
Case No. 99-338-SPHA
Property: 8719-8721 Wendell Avenue

Dear Mr. Leong:

Enclosed please find the decision rendered in the above-captioned case. The petition for special hearing has been denied and the petition for variance has been granted in part and denied in part in accordance with the enclosed Order.

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

Very truly yours,

Timothy M. Kotroco
Deputy Zoning Commissioner

TMK:raj
Enclosure

CC: Raymond Shipley
Leonard Bell
Ruth Baisden
Mr. & Mrs. Geisendoffer
Alvin Rush
Edmund Tyszkiewicz
L. Filipiak
Dolores West
Nancy E. Paige, Esq.

Printed with Soybean Ink
on Recycled Paper

Petition for Variance

to the Zoning Commissioner of Baltimore County

for the property located at -21 8719 WENDELL AVENUE

which is presently zoned DR 5.5

This Petition shall be filed with the Department of Permits & 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 Variance from Section(s) 402.1 (Chart for DR 5.5 Zone) to permit 75 feet width of lot at front building line in lieu of required 95 feet, to permit minimum side yard of 3 feet in lieu of required 15 feet and sum of 7 feet for two separate buildings in lieu of required 35 feet; Section 400.1 to allow a detached accessory structure in front yard in lieu of rear yard as required;

of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County; for the following reasons: (indicate hardship or practical difficulty)

Two buildings on one lot which have been in existence and in residential use for many years, do not conform to current side yard and lot width requirements. Such non-conformity cannot be corrected without razing the existing buildings, which would create a substantial hardship for both the owner and tenants. Adding off-street parking spaces will destroy the integrity of the property.

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

I, or we, agree to pay expenses of above Variance 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.

Contract Purchaser/Lessee:

(Type or Print Name)

Signature

Address

City State Zipcode

Attorney for Petitioner:

Nancy E. Paige
(Type or Print Name)

Nancy E. Paige
Signature

233 E. Redwood Street 410/576-4294
Address Phone No.

Baltimore, MD 21202
City State Zipcode

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.

Legal Owner(s):

Teik Seng Leong
(Type or Print Name)

Signature

(Type or Print Name)

Signature

8719 Wendell Avenue 665-1375
Address Phone No

Baltimore, Maryland 21234
City State Zipcode

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

Nancy E. Paige, Esquire
Name 233 E. Redwood Street
Baltimore, MD 21222 410/576-4294
Address Phone No.

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING See SPH

unavailable for Hearing

the following dates _____ Next Two Months

ALL ✓ OTHER

REVIEWED BY: JRA DATE 3-2-99

Printed with Soybean Ink on Recycled Paper

Revised 9/5/95

99-338 SPHA

Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 8719 Wendell Avenue

which is presently zoned DR 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

Three dwelling units in two buildings on the same lot, which do not conform to current set back and lot width requirements, as a non-conforming use with 2 off-street parking spaces.

Property is to be posted and advertised as prescribed by Zoning Regulations.
I, or we, agree to pay expenses of avove 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.

Legal Owner(s):

Teik Seng Leong
(Type or Print Name)

Signature

(Type or Print Name)

Signature

8719 Wendell Avenue 665-1375
Address Phone No.

Baltimore, Maryland 21234
City State Zipcode

Contract Purchaser/Lessee:

(Type or Print Name)

Signature

Address

City State Zipcode

Attorney for Petitioner:

Nancy E. Paige
(Type or Print Name)

Signature

233 E. Redwood Street
Address

Baltimore, MD 21202
City State Zipcode

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

Nancy E. Paige
Name

233 E. Redwood Street 410/576-4294
Address Baltimore, MD 21202 Phone No.

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING 1/2 hour.

unavailable for Hearing

the following dates _____ Next Two Months

ALL ✓ OTHER

REVIEWED BY: JRA DATE 3-2-99

Zoning Administration & Development Management

99-338-SPHA

338

DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT
ZONING REVIEW

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least fifteen (15) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.

For Newspaper Advertising:

Item Number or Case Number: 99-338-SPHA

Petitioner: Teik Seng Leong

Address or Location: 8719 Wendell Ave.

PLEASE FORWARD ADVERTISING BILL TO:

Name: Same

Address:

Balto, Md, 21234

Telephone Number: (410) [redacted] 665-1375

Revised 2/20/98 - SCJ

TO: PATUXENT PUBLISHING COMPANY
March 25, 1999 Issue – Jeffersonian

Please forward billing to:
Teik Seng Leong 410-665-1375
8719 Wendell Avenue
Baltimore, MD 21234

NOTICE OF ZONING HEARING

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

CASE NUMBER: 99-338-SPHA
8719-8721 Wendell Avenue
E/S Wendell Avenue, 187' S of centerline Putty Hill Avenue
14th Election District – 6th Councilmanic District
Legal Owner: Teik Seng Leong

Special Hearing to approve the non-conforming use of three dwelling units in two buildings on the same lot. Variance to permit 75 feet width of lot at front building line in lieu of required 95 feet, to permit minimum side yard of 3 feet in lieu of required 15 feet and sum of 7 feet for two separate buildings in lieu of required 35 feet, and to allow a detached accessory structure in front yard in lieu of the rear yard as required.

HEARING: Thursday, April 15, 1999 at 9:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue

LAWRENCE E. SCHMIDT
ZONING COMMISSIONER FOR BALTIMORE COUNTY

NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
pdmlandacq@co.ba.md.us

March 17, 1999

NOTICE OF ZONING HEARING

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

CASE NUMBER: 99-338-SPHA
8719-8721 Wendell Avenue
E/S Wendell Avenue, 187' S of centerline Putty Hill Avenue
14th Election District – 6th Councilmanic District
Legal Owner: Teik Seng Leong

Special Hearing to approve the non-conforming use of three dwelling units in two buildings on the same lot. Variance to permit 75 feet width of lot at front building line in lieu of required 95 feet, to permit minimum side yard of 3 feet in lieu of required 15 feet and sum of 7 feet for two separate buildings in lieu of required 35 feet, and to allow a detached accessory structure in front yard in lieu of the rear yard as required.

HEARING: Thursday, April 15, 1999 at 9:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue

Arnold Jablon
Director

c: Nancy E. Paige, Esquire
Teik Seng Leong

NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY MARCH 31, 1999.**
(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

Printed with Soybean Ink
on Recycled Paper

CERTIFICATE OF PUBLICATION

TOWSON, MD., March 25, 19 99

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 March 25, 19 99.

THE JEFFERSONIAN,

S. Wilkinson

LEGAL ADVERTISING

[redacted]

NOTICE OF ZONING HEARING

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

Case: #99-338-SPHA
8719-8721 Wendell Avenue
E/S Wendell Avenue, 187' S of centerline Putty Hill Avenue
14th Election District -- 6th Councilmanic District
Legal Owner(s): Teik Seng Leong

Special Hearing: to approve the non-conforming use of three dwelling units in two buildings on the same lot. **Variance:** to permit 75 feet width of lot at front building line in lieu of required 95 feet, to permit minimum side yard of 3 feet in lieu of required 15 feet and sum of 7 feet for two separate buildings in lieu of required 35 feet, and to allow a detached accessory structure in front yard in lieu of the rear yard as required.

Hearing: Thursday, April 15, 1999 at 9:00 a.m. in Room 407, County Courts Bldg., 401 Bosley Avenue.

LAWRENCE E. SCHMIDT,
Zoning Commissioner for Baltimore County

NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Contaact the Zoning Commissioner's Office at (410) 887-4386.

(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.

3/469 March 25

C299873

CERTIFICATE OF POSTING

RE: Case No.: 99-338-SPHA

Petitioner/Developer: _____

TEIK S. LEONG

Date of Hearing/Closing: MAY 4TH 2:00 P.M

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 8719/21 WENDELL AVE.

The sign(s) were posted on APRIL 16, 1999
(Month, Day, Year)

Sincerely,

Garland E. Moore
(Signature of Sign Poster and Date)

GARLAND E. MOORE
(Printed Name)

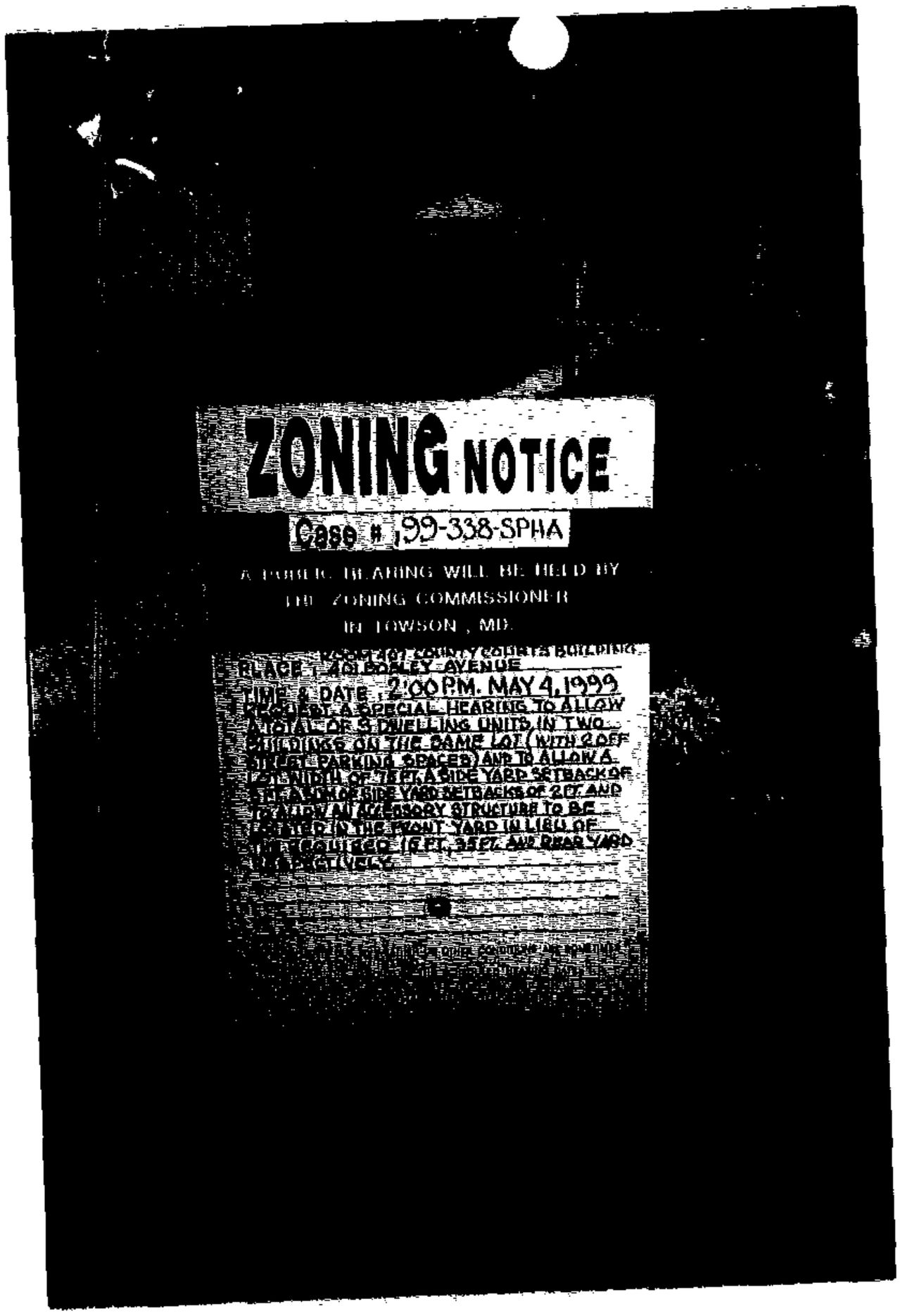
3225 RYERSON CIRCLE
(Address)

BALTIMORE, MD. 21227
(City, State, Zip Code)

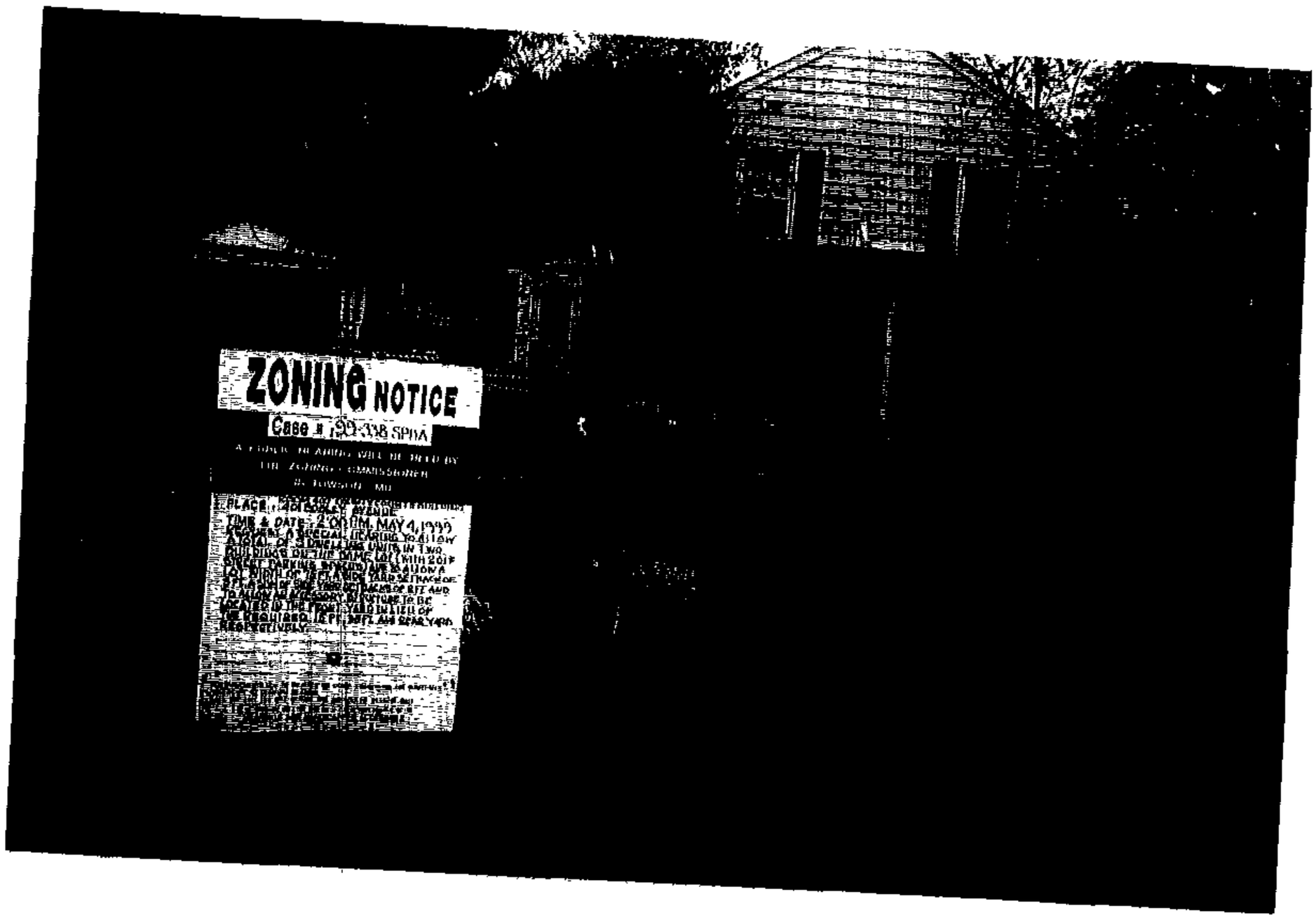
(410) 242-4263
(Telephone Number)

RECEIVED

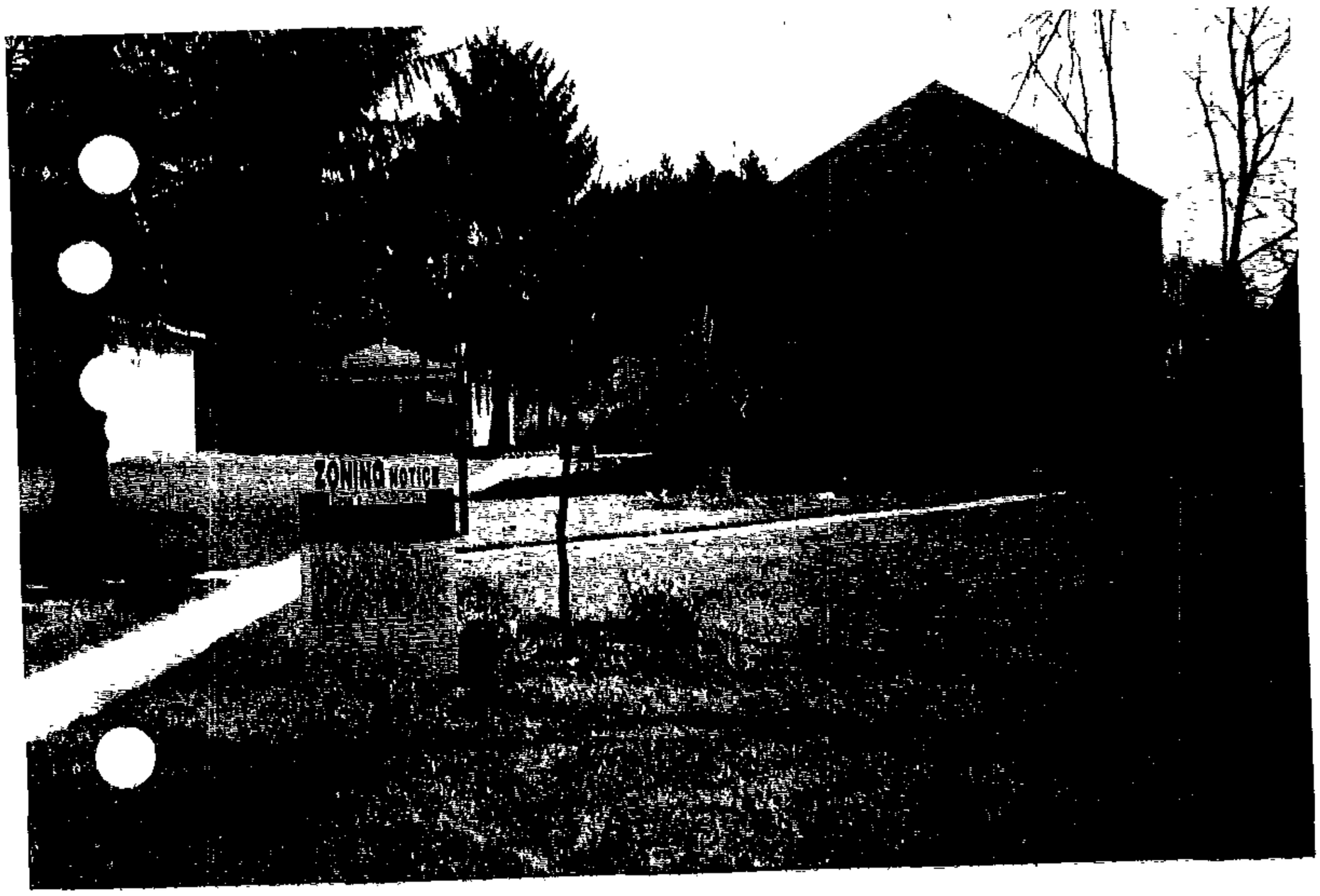
9/96
cert.doc



RECEIVED
APR 19 1999
DEPT. OF PERMITS AND
DEVELOPMENT MANAGEMENT


ZONING NOTICE
Case # 99-338 SPHA
PLACE
TIME & DATE
MAY 4, 1999

8719 A-B
8721


ZONING NOTICE

CERTIFICATE OF POSTING

RE: Case No.: 99-338-SPHA

Petitioner/Developer: TEIK SENG LEONG

Date of Hearing/Closing: APRIL 16, 1999

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 8719-8721 WENDELL AVENUE

The sign(s) were posted on MARCH 30, 1999
(Month, Day, Year)

Sincerely,

Garland E. Moore
(Signature of Sign Poster and Date)

GARLAND E. MOORE
(Printed Name)

3225 RYERSON CIRCLE
(Address)

BALTIMORE, MD. 21227
(City, State, Zip Code)

(410) 242-4263
(Telephone Number)

RECEIVED
APR 3 1999
PDM

9/96
cert.doc

ZONING NOTICE

Case # 99-338-SPHA

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

PLACE: ROOM 407 COUNTY COURTS BUILDING
401 BOSLEY AVENUE

TIME & DATE: 9:00AM APRIL 16, 1999

REQUEST: A SPECIAL HEARING TO ALLOW A TOTAL OF 3 DWELLING UNITS IN TWO BUILDINGS ON THE SAME LOT (WITH 2 OFF STREET PARKING SPACES) AND TO ALLOW A LOT WIDTH OF 75 FT, A SIDE YARD SETBACK OF 3 FT, A SUM OF SIDE YARD SETBACKS OF 2 FT, AND TO ALLOW AN ACCESSORY STRUCTURE TO BE LOCATED IN THE FRONT YARD IN LIEU OF THE REQUIRED 15 FT, 35 FT, AND REAR YARD OF THE GREYHAY.

CERTIFICATE OF POSTING

RE: Case No.: 99-338 SPHA

Petitioner/Developer: _____

TEIK SENG LEONG

Date of Hearing/Closing: _____

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 8719- 8721 WENDELL AVE.

The sign(s) were posted on 1/18/00
(Month, Day, Year)

Sincerely,

Gary C Freund 1/18/00
(Signature of Sign Poster and Date)

GARY C. FREUND
(Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number)

9/96
cert.doc

Colbert Matz Rosenfelt, Inc.

Civil Engineers • Surveyors • Planners

ZONING DESCRIPTION

8719-8721 WENDELL AVENUE

BEGINNING AT A POINT ON THE EAST SIDE OF WENDELL AVENUE, 51.75 FEET WIDE, 187 FEET MORE OR LESS SOUTH OF THE CENTERLINE OF PUTTY HILL AVENUE; THENCE LEAVING SAID POINT OF BEGINNING AND RUNNING SOUTH 68 DEGREES 45 MINUTES EAST 200 FEET; THENCE SOUTH 09 DEGREES 04 MINUTES WEST 75 FEET; THENCE NORTH 68 DEGREES 45 MINUTES WEST 200 FEET TO A POINT ON THE AFOREMENTIONED EAST SIDE OF WENDELL AVENUE; THENCE BINDING ALONG SAID RIGHT OF WAY NORTH 09 DEGREES 04 MINUTES EAST 75 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,662 SQUARE FEET OF LAND, MORE OR LESS.

J:\99013DES.DOC

STATE OF MARYLAND
KENNETH J. COLBERT
NO. 9752
REGISTERED
PROFESSIONAL ENGINEER

12/99

338

99-338-SPHA

2835 Smith Avenue, Suite G Baltimore, Maryland 21209
Telephone: (410) 653-3838 / Facsimile: (410) 653-7953

Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 8719 21 Wendell Avenue

which is presently zoned DR 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

Three dwelling units in two buildings on the same lot, which do not conform to current set back and lot width requirements, as a non-conforming use with 2 off-street parking spaces.

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

I, or we, agree to pay expenses of avove 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.

Legal Owner(s):

Teik Seng Leong
(Type or Print Name)

Signature

(Type or Print Name)

Signature

8719 Wendell Avenue 665-1375
Address Phone No.

Baltimore, Maryland 21234
City State Zipcode

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

Nancy E. Paige
Name

233 E. Redwood Street 410/576-4294
Address Baltimore, MD 21202 Phone No.

Contract Purchaser/Lessee:

(Type or Print Name)

Signature

Address

City State Zipcode

Attorney for Petitioner:

Nancy E. Paige
(Type or Print Name)

Signature

233 E. Redwood Street
Address

Baltimore, MD 21202
City State Zipcode

ORDER RECEIVED FOR FILING
Date 6/24/99
By

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING 1 1/2 hrs

unavailable for Hearing

the following dates _____ Next Two Months

ALL ✓ OTHER

REVIEWED BY: JRA DATE 3-2-99

338

Zoning Administration & Developmental Management

99-338-SPHA

Petition for Variance

to the Zoning Commissioner of Baltimore County

for the property located at 8719 WENDELL AVENUE

which is presently zoned DR 5.5

This Petition shall be filed with the Department of Permits & 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 Variance from Section(s) 402.1 (Chart for DR 5.5 Zone) to permit 75 feet width of lot at front building line in lieu of required 95 feet, to permit minimum side yard of 3 feet in lieu of required 15 feet and sum of 7 feet for two separate buildings in lieu of required 35 feet; Section 400.1 to allow a detached accessory structure in front yard in lieu of rear yard as required;

of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County; for the following reasons: (indicate hardship or practical difficulty)

Two buildings on one lot which have been in existence and in residential use for many years, do not conform to current side yard and lot width requirements. Such non-conformity cannot be corrected without razing the existing buildings, which would create a substantial hardship for both the owner and tenants. Adding off-street parking spaces will destroy the integrity of the property.

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

I, or we, agree to pay expenses of above Variance 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:

(Type or Print Name)

Signature

Address

City State Zipcode

Attorney for Petitioner:

Nancy E. Paige
(Type or Print Name)

Nancy E. Paige
Signature

233 E. Redwood Street 410/576-4294
Address Phone No.

Baltimore, MD 21202
City State Zipcode

Legal Owner(s):

Teik Seng Leong
(Type or Print Name)

Signature

(Type or Print Name)

Signature

8719 Wendell Avenue 665-1375
Address Phone No

Baltimore, Maryland 21234
City State Zipcode

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

Nancy E. Paige, Esquire
Name 233 E. Redwood Street
Baltimore, MD 21222 410/576-4294
Address Phone No.

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING See SPH

unavailable for Hearing

the following dates _____ Next Two Months

ALL ✓ OTHER

REVIEWED BY: JRA DATE 3-2-99

Printed with Soybean Ink on Recycled Paper

Revised 9/5/95

99-338-SPHA

Exhibit B

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:

ZONING NOTICE

Case No.: 99-338-SPHA

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

PLACE: _____

DATE AND TIME: _____

REQUEST: A special hearing to allow a total of 3 dwelling units in two buildings on the same lot (with 2 off street parking spaces) and to allow a lot width of 75 ft, a side yard setback of 3 ft, a sum of side yard setbacks of 7 ft and to allow an accessory structure to be located in the front yard in lieu of the required 15 ft, 35 ft, and rear yard respectively.

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

9/96
post.4.doc

County Board of Appeals of Baltimore County

OLD COURTHOUSE, ROOM 49
400 WASHINGTON AVENUE
TOWSON, MARYLAND 21204
410-887-3180
FAX: 410-887-3182

August 10, 2001

Nancy E. Paige, Esquire
GORDON, FEINBLATT, ROTHMAN,
HOFFBERGER & HOLLANDER
Garrett Building
233 E. Redwood Street
Baltimore, MD 21202

RE: *In the Matter of: Teik Seng Leong -Petitioner*
Case No. 99-338-SPHA

Dear Ms. Paige:

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

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules of Procedure*, **with a photocopy provided to this office concurrent with filing in Circuit Court. Please note that all Petitions for Judicial Review filed from this decision should be noted under the same civil action number.** If no such petition is filed within 30 days from the date of the enclosed Order, the subject file will be closed.

Very truly yours,

Charlotte E. Radcliffe for

Kathleen C. Bianco
Administrator

Enclosure

c: Teik Seng Leong
E. Joseph Walker III
Pamela T. Burman
Leonard Bell
Ruth Baisden
Alvin Rush
L. Filipiak
Mr. & Mrs. Raymond Geisendoffer
Edmund Tyszkiewicz
Dolores West
People's Counsel for Baltimore County
Pat Keller, Planning Director
Lawrence E. Schmidt, Zoning Commissioner
Arnold Jablon, Director /PDM

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on Recycled Paper

GORDON•FEINBLATT
ROTHMAN, HOFFBERGER & HOLLANDER, LLC

NANCY E. PAIGE
410.576.4294
FAX 410.576.4246
npaige@gfrlaw.com

ATTORNEYS AT LAW
233 EAST REDWOOD STREET
BALTIMORE, MARYLAND
21202-3332
410.576.4000
www.gfrlaw.com

December 22, 1999

VIA FEDEX
Arnold Jablon
Director, Department of Permits
and Development Management
County Office Building, Room 109
111 W. Chesapeake Avenue
Towson, Maryland 21204

Re: Petition for Special Hearing and Variance
Property: 8719-8721 Wendell Avenue
Case No.: 99-338-SPHA

Dear Mr. Jablon:

Please enter an appeal to the Board of Appeals on behalf of Teik Seng Leong, 8719 Wendell Avenue, Baltimore, Maryland 21234, from the Order of the Deputy Zoning Commissioner, dated November 29, 1999, denying Petitioner's Motion for Reconsideration, and from that portion of the Deputy Commissioner's Order of June 24, 1999, which calls for the reduction of dwelling units on the subject property from three units to two units.

Enclosed is Petitioner's check in the amount of $385, calculated on the basis of two appeals, plus $35 for posting. The case involved a Petition for Special Hearing and a Petition for Variance. The issue of the number of dwelling units was raised in the Petition for Special Hearing, not in the Petition for Variance. The variance petition dealt with setbacks, lot width requirements and off street parking spaces, all of which variances were granted, and are not part of the appeal. However, the Hearing Examiner characterized his decision as the denial of a variance to permit three dwelling units, and both petitions were decided in a single decision. To avoid any question as to the scope of the appeal, the fee for two appeals is tendered. The fee

RECEIVED
DEC 23 1999
DEPT. OF PERMITS AND
DEVELOPMENT MANAGEMENT

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

No. 076625

DATE 12/23/99 ACCOUNT 001-6150

AMOUNT $ 385.00

RECEIVED FROM: Toik Leong

FOR: Appeal + Sign
99-338-SPHA

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

CASHIER'S VALIDATION

PAID RECEIPT
PAYMENT ACTUAL TIME
12/23/1999 12/23/199 16:07:10
ID: W006 CASHIER JRIC ACT DRAWER
Dept 5 520 ZONING VERIFICATION
Receipt # 076625 001H
CR NO. 076625
Total Tot 385.00
Check 15 Ck No
Baltimore County, Maryland

BALTIMORE COUNTY, MARYLA
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

338
Item No. 062310

DATE 3-2-99 ACCOUNT R-001-6150

AMOUNT $ 500.00

RECEIVED FROM: T.S. Leong

FOR: Special Hearing & Filing Fee
8719-21 Windsor Ave.
99-338-SPHA

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

CASHIER'S VALIDATION

PAID RECEIPT
PAYMENT ACTUAL TIME
3/02/1999 3/02/1999 11:44:50
ID: W002 CASHIER JRIC ACT DRAWER
5 MISCELLANEOUS CASH RECEIPT
Receipt # 062310 001H
CR NO. 062310
500.00 CHECK
Baltimore County, Maryland

Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
pdmlandacq@co.ba.md.us

April 8, 1999

Nancy E. Paige, Esq.
233 E. Redwood Street
Baltimore, MD 21202

RE: Case No.: 99-338-SPhA
Petitioner: Teik Seng Leong
Location: 8719 Wendell Avenue

Dear Ms. Paige:

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM), on March 2, 1999.

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

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

Very truly yours,

W. Carl Richards, Jr.
Zoning Supervisor
Zoning Review

WCR:ggs

Enclosures

Printed with Soybean Ink
on Recycled Paper

Baltimore County
Fire Department

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

March 29, 1999

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 MARCH 15, 1999

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.

8. The Fire Marshal's Office has no comments at this time, IN REFERENCE TO THE FOLLOWING ITEM NUMBERS:

337, 338, 341, 343, and 344

REVIEWER: LT. ROBERT P. SAUERWALD
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: March 22, 1999

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

SUBJECT: 8719 Wendell Avenue

INFORMATION:

Item Number: 338

Petitioner: Teik Seng Leong

Zoning: DR 5.5

Requested Action: Special Hearing

SUMMARY OF RECOMMENDATIONS:

Should the applicant's request be granted, at least one additional off-street parking space should be provided through the widening of the existing concrete parking pad. The material used to construct the parking space should match the existing paving.

Section Chief: Jeffrey W. Long

AFK/JL:

C:\JEFF_L\338.doc

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

TO: Arnold Jablon, Director
Permits and Development Management

DATE: 3/22/99

FROM: R. Bruce Seeley, Project Manager
Development Coordination
DEPRM

SUBJECT: Zoning Advisory Committee

Distribution Meeting Date: 3/15/99

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

Item #'s: 338
339
342
344
#99-302-X

Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor
John D. Porcari
Secretary
Parker F. Williams
Administrator

Date: 3.16.99

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

RE: Baltimore County
Item No. 338 JJS/JRA

Dear. Ms Stephens:

This office has reviewed the referenced item and we have no objection to approval as it does not access a State roadway and is not affected by any State Highway Administration projects.

Should you have any questions regarding this matter, please contact Larry Gredlein at 410-545-5606 or by E-mail at (lgredlein@sha.state.md.us).

Very truly yours,

for Michael M. Lenhart, Acting Chief
Engineering Access Permits Division

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

Baltimore County
Zoning Commissioner

Suite 405, County Courts Bldg.
401 Bosley Avenue
Towson, Maryland 21204
410-887-4386
Fax: 410-887-3468

April 15, 1999

Nancy E. Paige, Esquire
233 E. Redwood Street
Baltimore, Maryland 21202

RE: Case No. 99-338-SPHA
Petition for Special Hearing
Legal Owner: Teik Seng Leong
Original hearing date: April 15, 1999 at 9:00 A.M.

Dear. Ms. Paige:

This is to confirm our agreed date to reschedule the above captioned case for Tuesday, May 4, 1999 at 2:00 P.M. in Room 407 of the County Courts Building, 401 Bosley Avenue, in Towson.

By a copy of this letter, I have notified Mr. Raymond Geisendaffer, a neighbor of the Petitioner, of the new hearing date.

Very truly yours,

Lawrence E. Schmidt
Zoning Commissioner

LES:mmn
Copy:
Mr. Raymond Geisendaffer
8700 Wendell Avenue
Baltimore, Maryland 21234

Printed with Soybean Ink
on Recycled Paper

File

RE: PETITION FOR SPECIAL HEARING
PETITION FOR VARIANCE
8719-21 Wendell Avenue, E/S Wendell Ave,
187' S of c/l Putty Hill Ave, 14th Election District,
6th Councilmanic

Legal Owners: Teik Seng Leong

* BEFORE THE
* ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* Case No.99-338-SPHA

* * * * * * * * * * *

SUBPOENA

TO:

MICHAEL BUSHE
8721 WENDELL AVENUE
BALTIMORE, MARYLAND 21234

You are hereby summoned and commanded to be and appear personally before the Zoning Commissioner/Deputy Zoning Commissioner of Baltimore County in Room 407 COUNTY COURTS BUILDING, 401 BOSLEY AVENUE, TOWSON, MD 21204

and to bring N/A

on the 15 **day of** APRIL **1999, regarding the above captioned case, for the purpose of testifying at the request of** petitioner Teik Seng Leong.

Nancy E. Raze

Mr. Sheriff/Private Process Server:

Please process in accordance with Zoning Commissioner's Rule IV(c).

Timothy Kotroco
Zoning Commissioner/Deputy Zoning Commissioner for Baltimore County

Issued: 4/13/99

BALTIMORE COUNTY, MARYLAND
Board of Appeals of Baltimore County
Interoffice Correspondence

DATE: December 11, 2000

TO: L. Stahl
M. Worrall
L Barranger

FROM: Kathi

SUBJECT: Case No. 99-338-SPHA /Teik Seng Leong
Scheduled for Deliberation 9:30 a.m. on Thursday, 1/04/01

The subject case is scheduled for public deliberation on Thursday, January 4, 2001 at 9:30 a.m. (note that only Margaret is scheduled to sit on the case following this deliberation /Day #2 for Bethel A.M.E. development plan appeal.)

The following documents have been filed as requested and are attached for your review prior to deliberation:

1. People's Counsel's Memorandum; and

2. Petitioner's Post Hearing Memorandum filed by Nancy Paige, Esquire.

A copy of the Deliberation notice was sent to you at time of scheduling. Should you have any questions, please call me.

Kathi

Attachments (2)

FILE

County Board of Appeals of Baltimore County

OLD COURTHOUSE, ROOM 49
400 WASHINGTON AVENUE
TOWSON, MARYLAND 21204
410-887-3180
FAX: 410-887-3182

October 26, 2000

NOTICE OF DELIBERATION

IN THE MATTER OF:

TEIK SENG LEONG –Petitioner /Owner
Case No-99-338-SPHA

Having heard this matter on 10/25/00, public deliberation has been scheduled for the following date /time:

DATE AND TIME : THURSDAY, JANUARY 4, 2001 at 9:30 a.m.

LOCATION : Hearing Room 48, Basement, Old Courthouse

NOTE: Memos are due from counsel on Monday, December 4, 2000 (Original and three [3] copies).

Kathleen C. Bianco
Administrator

c: Counsel for Appellant /Petitioner : Nancy E. Paige, Esquire
Appellant /Petitioner : Teik Seng Leong

E. Joseph Walker III
Pamela T. Burman

Ruth Baisden
Alvin Rush
L. Filipiak

Leonard Bell
Mr. & Mrs. Raymond Geisendoffer
Edmund Tyszkiewicz
Dolores West

People's Counsel for Baltimore County
Pat Keller, Planning Director
Lawrence E. Schmidt, Zoning Commissioner
Arnold Jablon, Director /PDM
Virginia W. Barnhart, County Attorney

c: L.W.B.

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on Recycled Paper

APPEAL
Petitions for Special Hearing and Variance
8719 – 8721 Wendell Avenue
E/S Wendell Avenue, 187' S of c/l Putty Hill Avenue
14th Election District – 6th Councilmanic District
Teik Seng Leong, Petitioner/Owner
CASE NO. 99-338-SPHA

Petitions for Special Hearing and Variance

Description of Property

Notice of Hearing dated 3/17/99

Newspaper submittal for 3/25/99 issue

Certificate of Posting for 4/16/99 hearing date

Letter confirming rescheduling the hearing date to 5/4/99

Certificate of Posting for 5/4/99 hearing date

Certificate of Publication

Entry of Appearance by People's Counsel

Subpoena to Michael Bushe at Petitioner's request

Petitioner's Sign-In Sheet

Protestants' Sign-In Sheet

Zoning Advisory Committee Comments
PLAT TO ACC. PETITION

Petitioner's Exhibits:

1. Deed dated 12/4/39
2. Deeds dated 10/28/47 and 8/8/46 and partial release dated 10/24/47
3. Deed dated 12/20/54
4. Deed dated 6/13/66
5. True test of assessment record
6. True test of M.D.A.T. real property system record
7. Letter from Michael Ruff to Nancy Paige dated 11/13/98
8. Water and sewer record
9. Letter from Albert C. Miller, Jr. to Mr. R. Leong dated 1/14/99
10. Letter from Donald Schafer dated 4/12/99
11. Letter from Michael Brushe
12. Letter from Ruth Eccleston
13. True test Baltimore County Zoning map N.E 8.E
14. –Not found–
15. Zoning map N.E. 8-E signed 4/14/99 by David Flowers
16. Zoning map N.E. 8-E signed 4/14/99 by David Flowers
17/18. True test from the National Archives (3 black & white photos)
19. Letter to Ms. Karen Lyon dated 1/18/99 from Jun R. Fernando
Photographs labeled 19a, 19b, 19c, 19d, 19e, 19f, 19g, 19h, 19i, 19j, 19l, & 19m

Protestants' Exhibits:

1. Photographs
2a. Letter dated 5/3/99 from Frederick and Shirley Wood
2b. Letter to Zoning Commissioner date 5/3/99 from Glenn & Deborah Woodall, Jr.

Deputy Zoning Commissioner's Order dated 6/24/99

Motion for Reconsideration filed on behalf of Teik Seng Leong, Petitioner by Nancy Paige, Esq.

Deputy Zoning Commissioner's Order on Motion for Reconsideration dated 11/29/99

Notice of Appeal filed on behalf of Petitioner by Nancy E. Paige and attending letter, received on 12/23/99

Nancy E. Paige, Esquire, GORDON, FEINBLATT, ROTHMAN, HOFFBERGER & HOLLANDER, LLC
233 E. Redwood Street, Baltimore, MD 21202
Teik Seng Leong, 8719 Wendell Avenue, Baltimore, MD 21234
E. Joseph Walker, II, 8717 Wendell Avenue, Baltimore, MD 21234
Pamela T. Burman, 4 Sawgrass Court, Timonium, MD 21093
~~Raymond Shipley, 3312 Delpha Court, Baltimore, MD 21234~~ REMOVED 6-2-00 -- PER T/C FROM MR SHIPLEY "NO LONGER INVOLVED"
Leonard Bell, 8722 Wendell Avenue, Baltimore, MD 21234
Ruth Baisden, 7706 Oak Avenue, Baltimore, MD 21234
Mr. & Mrs. Raymond Geisendoffer, 8700 Wendell Avenue, Baltimore, MD 21234
Alvin Rush, 3307 Putty Hill Avenue, Baltimore, MD 21234
Edmund Tyszkiewicz, 8714 Wendell Avenue, Baltimore, MD 21234
L. Filipiak, 3310 Delpha Court, Baltimore, MD 21234
Delores West, 3311 Delpha Court, Baltimore, MD 21234
Pat Keller, Director /Planning
Lawrence E. Schmidt, Zoning Commissioner
Arnold Jablon, Director /PDM
Virginia W. Barnhart, County Attorney
People's Counsel for Baltimore County

COUNTY BOARD OF APPEALS
99 DEC 29 PM 3:05

Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
pdmlandacq@co.ba.md.us

File Copy

Nancy E. Paige, Esq.
Gordon, Feinblatt, Rothman, Hoffberger & Hollander, LLC
233 East Redwood Street
Baltimore, MD 21202

Dear Ms. Paige:

Re: Petitions for Special Hearing and Variance, Case No. 99-338-SPHA, 8719-8721 Wendell Ave.

Please be advised that an appeal was filed in the above referenced case on behalf of the Petitioner, Teik Seng Leong. All materials relative to the case were forwarded to the Baltimore County Board of Appeals on December 28, 1999.

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

Sincerely,

Arnold Jablon
Director

AJ:ggs

C: Mr. Raymond Shipley, 3312 Delpha Ct., Baltimore MD 21234
Mr. Leonard Bell, 8722 Wendell Avenue, Baltimore MD 21234
Mr. Ruth Baisden, 7706 Oak Avenue, Baltimore MD 21234
Mr. & Mrs. Geisendoffer, 8700 Wendell Avenue, Baltimore MD 21234
Mr. Alvin Rush, 3307 Putty Hill Avenue, Baltimore MD 21234
Mr. Edward Tyszkiewicz, 8714 Wendell Avenue, Baltimore MD 21234
L. Filipiak, 3310 Delpha Court, Baltimore MD 21234
Ms. Delores West, 3311 Delpha Court, Baltimore MD 21234

for a single appeal would be only $210 ($175, plus $35 for posting). If you agree that the fee should be based upon the scope of the petitions, rather than the characterization in the decision, I would request a refund of $175 for the reasons stated.

Thank you for your consideration.

Very truly yours,

Nancy E. Paige

mn

encls.

cc: Teik S. Leong (w/encls.)

GORDON • FEINBLATT
ROTHMAN, HOFFBERGER & HOLLANDER, LLC

NANCY E. PAIGE
410.576.4294
FAX 410.576.4246
npaige@gfrlaw.com

ATTORNEYS AT LAW
233 EAST REDWOOD STREET
BALTIMORE, MARYLAND
21202-3332
410.576.4000
www.gfrlaw.com

December 11, 2000

VIA CITY EXPRESS

Kathleen C. Bianco, Administrator
County Board of Appeals of Baltimore County
Old Courthouse, Room 49
400 Washington Avenue
Towson, Maryland 21204

00 DEC 11 PM 3:38

Re: Teik Seng Leong – Petitioner/Owner
8719-8721 Wendell Avenue
14th Election District
6th Councilmanic District
Case No.: 99-338-SPHA

Dear Ms. Bianco:

Please file the enclosed original and three (3) copies of Petitioner's Post Hearing Memorandum in the above captioned matter.

Thank you for your assistance.

Very truly yours,

Nancy E. Paige

mn

Enclosure

LTR0208-L124-01.doc
12/11/2000

County Board of Appeals of Baltimore County

OLD COURTHOUSE, ROOM 49
400 WASHINGTON AVENUE
TOWSON, MARYLAND 21204
410-887-3180
FAX: 410-887-3182

PP'd @ request of Petitioner (witness not available) reset to 8/15/00

Hearing Room – Room 48
Old Courthouse, 400 Washington Avenue

April 24, 2000

NOTICE OF ASSIGNMENT

CASE #: 99-338-SPHA

IN THE MATTER OF: TEIK SENG LEONG –Petitioner /Owner
8719-8721 Wendell Avenue 14th Election District; 6th Councilmanic

6/24/99 –D.Z.C. DENIED in part and GRANTED in part with restrictions.
11/29/99 –Petitioner's Motion for Reconsideration DENIED.

ASSIGNED FOR: **WEDNESDAY, JULY 26, 2000 at 10:00 a.m.**

NOTICE: **This appeal is an evidentiary hearing; therefore, parties should consider the advisability of retaining an attorney.**

Please refer to the Board's Rules of Practice & Procedure, Appendix C, Baltimore County Code.

IMPORTANT: No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).

If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.

Kathleen C. Bianco
Administrator

c: Counsel for Appellant /Petitioner : Nancy E. Paige, Esquire
Appellant /Petitioner : Teik Seng Leong

E. Joseph Walker III
Pamela T. Burman

T/C FROM MR: SHIPLEY - 6-2-00 "NO LONGER INVOLVED"

~~Raymond Shipley~~
Ruth Baisden
Alvin Rush
L. Filipiak
Leonard Bell
Mr. & Mrs. Raymond Geisendoffer
Edmund Tyszkiewicz
Dolores West

People's Counsel for Baltimore County
Pat Keller, Planning Director
Lawrence E. Schmidt, Zoning Commissioner
Arnold Jablon, Director /PDM
Virginia W. Barnhart, County Attorney

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GORDON • FEINBLATT
ROTHMAN, HOFFBERGER & HOLLANDER, LLC

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npaige@gfrlaw.com

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BALTIMORE, MARYLAND
21202-3332
410.576.4000
www.gfrlaw.com

May 30, 2000

Kathleen C. Bianco, Administrator
County Board of Appeals of
Baltimore County
Old Courthouse, Room 49
400 Washington Avenue
Towson, Maryland 21204

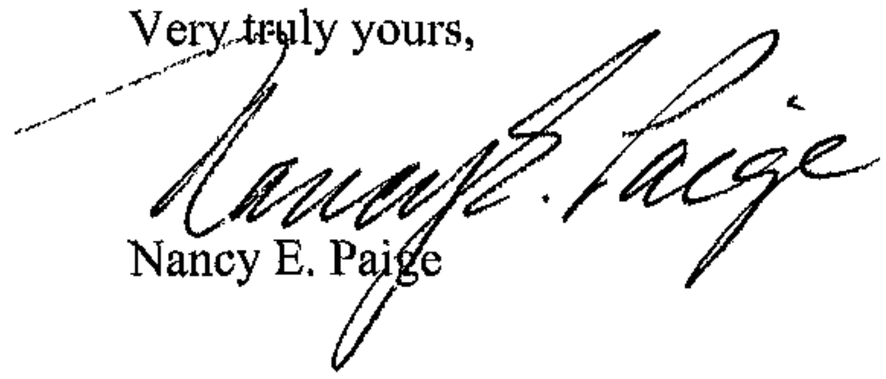
Re: Case No.: 99-338-SPHA
In the Matter of: Teik Seng Leong-Petitioner/Owner
8719-8721 Wendell Avenue
14th Election District; 6th Councilmanic

Dear Ms. Bianco:

This firm represents Teik Seng Leong, the Petitioner/Appellant in the referenced appeal. The appeal is scheduled for hearing on July 26, 2000. I have just learned that a significant witness will be out of town on vacation during the week of July 24 and therefore will not be able to attend. I would appreciate if the hearing could therefore be postponed to a date after July 28. I will be unavailable on August 17, 18, 21 & 22 and would appreciate if those dates were avoided.

Thank you for your consideration.

Very truly yours,



Nancy E. Paige

mn
cc: Teik Seng Leong
Mr. Raymond Shipley
Mr. Leonard Bell
Ms. Ruth Baisden
Mr. & Mrs. Geisendoffer
Mr. Alvin Rush
Mr. Edmund Tyszkiewicz
L. Filipiak
Ms. Delores West

RECEIVED
COUNTY BOARD OF APPEALS
00 MAY 31 PM 3:07

Bianco.ltr

LWB

County Board of Appeals of Baltimore County

OLD COURTHOUSE, ROOM 49
400 WASHINGTON AVENUE
TOWSON, MARYLAND 21204
410-887-3180
FAX: 410-887-3182

Hearing Room – Room 48
Old Courthouse, 400 Washington Avenue

June 30, 2000

SECOND NOTICE OF POSTPONEMENT & REASSIGNMENT

CASE #: 99-338-SPHA **IN THE MATTER OF: TEIK SENG LEONG –Petitioner /Owner**
8719-8721 Wendell Avenue 14th Election District; 6th Councilmanic

6/24/99 –D.Z.C. DENIED in part and GRANTED in part with restrictions.
11/29/99 –Petitioner's Motion for Reconsideration DENIED.

which had been reassigned to 8/15/00 has been **POSTPONED** at the request of counsel for Petitioner due to medical conflict on the reassigned date; and has been

REASSIGNED FOR: **WEDNESDAY, OCTOBER 25, 2000 at 10:00 a.m.**

NOTICE: **This appeal is an evidentiary hearing; therefore, parties should consider the advisability of retaining an attorney.**

Please refer to the Board's Rules of Practice & Procedure, Appendix C, Baltimore County Code.

IMPORTANT: No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).

If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.

Kathleen C. Bianco
Administrator

c: Counsel for Appellant /Petitioner : Nancy E. Paige, Esquire
Appellant /Petitioner : Teik Seng Leong

E. Joseph Walker III
Pamela T. Burman

Ruth Baisden
Alvin Rush
L. Filipiak
Leonard Bell
Mr. & Mrs. Raymond Geisendoffer
Edmund Tyszkiewicz
Dolores West

People's Counsel for Baltimore County
Pat Keller, Planning Director
Lawrence E. Schmidt, Zoning Commissioner
Arnold Jablon, Director /PDM
Virginia W. Barnhart, County Attorney

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County Board of Appeals of Baltimore County

OLD COURTHOUSE, ROOM 49
400 WASHINGTON AVENUE
TOWSON, MARYLAND 21204
410-887-3180
FAX: 410-887-3182

PP'd @ NO of N. Paige - unavailable for 8/15/00. To be rescheduled in 10/00

Hearing Room – Room 48
Old Courthouse, 400 Washington Avenue

June 9, 2000

NOTICE OF POSTPONEMENT & REASSIGNMENT

CASE #: 99-338-SPHA **IN THE MATTER OF: TEIK SENG LEONG –Petitioner /Owner**
8719-8721 Wendell Avenue 14th Election District; 6th Councilmanic

6/24/99 –D.Z.C. DENIED in part and GRANTED in part with restrictions
11/29/99 –Petitioner's Motion for Reconsideration DENIED.

which was scheduled to be heard on 7/26/00 has been **POSTPONED** at the request of counsel for Petitioner due to schedule conflict (witness); and has been

REASSIGNED FOR: **TUESDAY, AUGUST 15, 2000 at 10:00 a.m.**

NOTICE: **This appeal is an evidentiary hearing; therefore, parties should consider the advisability of retaining an attorney.**

Please refer to the Board's Rules of Practice & Procedure, Appendix C, Baltimore County Code.

IMPORTANT: No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).

If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.

Kathleen C. Bianco
Administrator

c: Counsel for Appellant /Petitioner : Nancy E. Paige, Esquire
Appellant /Petitioner : Teik Seng Leong

E. Joseph Walker III
Pamela T. Burman

Leonard Bell
Ruth Baisden
Mr. & Mrs. Raymond Geisendoffer
Alvin Rush
Edmund Tyszkiewicz
L. Filipiak
Dolores West

People's Counsel for Baltimore County
Pat Keller, Planning Director
Lawrence E. Schmidt, Zoning Commissioner
Arnold Jablon, Director /PDM
Virginia W. Barnhart, County Attorney

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GORDON • FEINBLATT
ROTHMAN, HOFFBERGER & HOLLANDER, LLC

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npaige@gfrlaw.com

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233 EAST REDWOOD STREET
BALTIMORE, MARYLAND
21202-3332
410.576.4000
www.gfrlaw.com

June 20, 2000

Kathleen C. Bianco, Administrator
County Board of Appeals of Baltimore County
Old Courthouse, Room 49
400 Washington Avenue
Towson, Maryland 21204

Re: Case No. 99-338-SPHA
In the matter of: Teik Seng Leong – Petitioner/Owner
8719-8721 Wendell Avenue, 14th Election District; 6th Councilmanic

Dear Ms. Bianco:

I am in receipt of your notice of postponement and reassignment in the referenced case.

Unfortunately, I neglected to mention in my request that I had a medical procedure scheduled on August 15 and I must again ask for another date. The only times I am not available between August 22 and the end of October are the Tuesday after Labor Day, September 29 and October 9, the latter two being religious holidays. I would appreciate if you would accommodate me with another postponement.

Thank you for your consideration.

Very truly yours,

Nancy E. Paige

Nancy E. Paige

mn
cc: Teik Seng Leong
Mr. Raymond Shipley
Mr. Leonard Bell
Ms. Ruth Baisden
Mr. & Mrs. Geisendoffer
Mr. Alvin Rush
Mr. Edmund Tyszkiewicz
L. Filipiak
Ms. Delores West

RECEIVED
COUNTY BOARD OF APPEALS
00 JUN 21 PM 1:45

bianco1.ltr

County Board of Appeals of Baltimore County

OLD COURTHOUSE, ROOM 49
400 WASHINGTON AVENUE
TOWSON, MARYLAND 21204
410-887-3180
FAX: 410-887-3182

November 20, 2000

Nancy E. Paige, Esquire
GORDON, FEINBLATT, ROTHMAN,
HOFFBERGER & HOLLANDER
Garrett Building
233 E. Redwood Street
Baltimore, MD 21202

Carole S. Demilio
Deputy People's Counsel
for Baltimore County
Room 47, Old Courthouse
400 Washington Avenue
Towson, MD 21204

Dear Counsel:

RE: In the Matter of Teik Seng Leong –Petitioner /Owner
Case No. 99-338-SPHA
Due Date Extension – Closing Briefs

This letter will confirm my prior conversation with you regarding the due date for closing briefs in the subject matter which has been extended one additional week to Monday, December 11, 2000. This was done at Carolyn's request based on her current transcript workload.

The date of public deliberation remains unchanged, being assigned for Thursday, January 4, 2001 at 9:30 a.m.

Should you have any questions, please call me.

Very truly yours,

Kathleen C. Bianco
Administrator

cc: Ms. Carolyn Peatt

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on Recycled Paper

Teik Seng Leong (Petitioner)
8719 Wendell Ave
Balto. MD. 21234
9-10-2001.

SEP 2 4

Mr. Lawrence Schmidt
Zoning Commissioner
4th Floor, Courts. Bldg.
401 Bosley Ave.
Towson. MD. 21204

Re: Case No 99-338-SPHA.

Dear Sir,

Enclosed please find a copy of the order regarding about case. I sincerely apologize for the delay in sending the site plan. The reason being that I have spent 2 weeks in making phone calls and visiting the appropriate departments to find out where to send it to. Everytime, I get different instructions. Therefore, I decided to send copies to all departments concerned.

Thanks so much for your attention and understanding.

Faithfully,

Teik Seng Leong.

9/21/01
cook

Teik Seng Leong
8719 Wendell Ave.
Balto. MD. 21234.
9-10-2001.

Mr. Arnold Jablon.
Zoning Office.
Permits & Development Mgmt.
111 W. Chesapeake Ave.
Towson. MD. 21204.

Re: Case No. 99-338-SPHA

Dear Sir, Enclosed please find a copy of the order regarding about case. I sincerely apologise for the delay in sending the site plan. The reason being that I have spent 2 weeks in making phone calls and visiting the appropriate departments to find out where to send it to. Everytime I get different instructions. Therefore, I have decided to send copies to all departments concerned.

Thanks so much for your attention and understanding.

Sincerely,

Teik Seng Leong

RECEIVED
01-3246
SEP 21 2001
DEPT. OF PERMITS AND
DEVELOPMENT MANAGEMENT

ness Thomas Fisher Nicholson (SEAL)

ge C Wiedersum Dorotha Nicholson (SEAL)

e of Maryland Baltimore City to wit

I Hereby Certify that on this 26th day of December in the year one thousand nine red and thirty nine before me the subscriber a Notary Public of the State of Maryland and for the City aforesaid personally appeared Thomas Fisher Nicholson and Dorotha holson his wife the within named Mortgagors andthey acknowledged the aforegoing Mort- e to be their respective act

At thesame time also personally appeared James G Renshaw Agent of said body corporate gagee and made oath in due form of law that the consideration set forth in said mortgage true and bona fide as therein set forth and also made oath that he is the agent of the gagee

In Testimony Whereof I have affixed my official seal the day and year afordsaid

(Notarial seal) George C Wiedersum

Notary Public

Recorded Dec 27 1939 at 11 A M & EXD Per C Willing Browne Jr Clerk

FOR VALUE RECEIVED we hereby release the within mortgage and the mortgage debt secured thereby Witness the corporate seal and signature of The Equitable Trust Company Substituted Trustee under the will of Amelia D COver by the hand of George J Tinsley this fourth day of May 1946

ATTEST THE EQUITABLE TRUST COMPANY
H H Hoene SUBSTITUTED TRUSTEE
Assistant Secretary By George J Tinsley
(Corporate seal) Vice president

Recorded May 9 1946 at 2,40 P M & Exd per Robert J Spittel Clerk

---

2303
nnie E Copenhaver Widow
Deed to
ohn Erhardt
S S $.50 S R T $.50

This Deed Made this 4th day of December 1939 by Annie E Copenhaver widow Jacob D Copenhaver husband of the said Annie E Copenhaver having departed this life on the 29th day of Maron 1936party ofthe first part and John Erhardt party of the second part

Witnesseth that in consideration of the sum of five ollars ($5.00) and other good and vqluable considerations the receipt whereof is hereby cknowledged the said Annie E Copenhaver widow does grant and convey unto the said John hardt party of the second part his heirs and assigns in fee simple all that piece or arcel of ground situate lying and being in Baltimore County and being more particularly escribed as follows

Being lot No 10 on the Plat accompanying adeed from John W Klein and Amanda Klein is wife to Jacob D Copenhaver and Annie E Copenhaver his wife dated January 23 1933 ecorded in Plat Book No 7 folio 56 one of the Land Records of Baltimore County located on thesouth side of a twenty (20) foot avenue leading to Putty Hill Avenue in the Four-

teenth Election District of Baltimore County

Being thesame property described in the above deed to Jacob D Copenhaver and Annie E Copenhaver his wife from John W Klein and wife dated January 23 1923 and recorded in Liber W P C No 567 folio 104

Together with the buildings thereupon and the rights alleys ways waters privileges appurtenances and advantages thereto belonging or anywise appertaining

To have and to hold thesaid described property and premises unto and to the proper use of the said John Erhardt his heirs and assigns in fee simple

And thesaid Annie E Copenhaver widow does hereby covenant that she will warrant specially the property hereby conveyed and that she will execute such further assurances of thesame as may be requisite

Witness the hand and seal of thesaid grantor

Test

Thomas D Hall — Mrs Annie E Copenhaver (SEAL)

State of Maryland City of Baltimore to wit

I Hereby Certify that on this 4 dayof December 1939 before me the subscriber a Notary Public of the State of Maryland in and for the City of Balto aforesaid personally appeared Annie E Copenhaver the grantor in the aforegoing deed and she acknowledged the said deed to be her deed and act

Witness my hand and Notarial seal

(Notarial seal) B Cermak Budacz

Notary Public

Recorded Dec 27 1939 at 11.15 A M & EXD Per C Willing Browne Jr Clerk

---

139205

Donald W Powers Assignee

Deed to

Walter H Stumpf and wife

This Deed Made this 27th day of December 1939 by Donald W Powers Assignee as hereinafter set forth

Witnesseth that Whereas at a public sale made the 27th day of November 1939 at 11.00 A M by thesaid Donald W Powers in pursuance of the special power and authority vested in him as Assignee of the Home Owners Loan Corporation in and by a certain mortgagefrom Fredericka Stumpf widow bearing date of the 10th day of December 1934 and recorded among the Land Records of Baltimore County in Liber C W B Jr No 940 folio 505 etc which sale was made after default had occurred under said mortgage and after due public notice of the sale and after bond had been duly filed in the Circuit Court for Baltimore County the parcel of land and premises hereinafter described being the property by said mortgage conveyed was sold unto Walter H Stumpf and Charlotte Marie Stumpf his wife at and for the sum of thirty four hundred and seventy five ($3,475.00) dollars and the sale having been duly reported to and ratified by the said Court and the purchase money fully paid as is hereby acknowledged the said Assignee is in law duly authorized to execute a deed for the property to the purchaser

That the said Donald W Powers Assignee as aforesaid in consideration of the premises and the sum of one ($1.00) dollar to him by the Grantee paid in execution of the power and authority in him vested by the said Mortgagee does grant and convey unto the said Walter H Stumpf and Charlotte Marie Stumpf his wife as tenants by the entireties their personal representatives and assigns all the right title and interest of the saidiFredericka Stumpf

DEL PER HERET AUG

Pt Ex 2

the property hereby conveyed and that they will execute such further assurances as may be requisite

Witness our hands and seals the day and year first above written

TEST

Clara M Link Frederick Bossi (Seal)

Juanita Bossi (Seal)

State of Maryland City of Baltimore to wit

I hereby certify that on this 23rd day of October in the year one thousand nine hundred and forty seven before me the subscriber a notary public of the State of Maryland in and for the city of Baltimore aforesaid personally appeared Frederick Bossi and Juanita Bossi his wife and acknowledged the foregoing deed to be their act

Witness my hand and notarial seal

(NOTARIAL SEAL) Clara M Link

Notary Public

Recorded Oct 28 1947 at 2:00 P M & exd per

John W Bishop Clerk

(Rec by BLR) (Exd By AJ&V)

32416 :
John Erhardt etal :
Deed to
Witold Bildzukewicz :

THIS DEED Made this 8 day of August 1946 by John Erhardt and Martha Erhardt his wife parties of the first part and Witold Bildzukewicz party of the second part

Witnesseth that in consideration of the sum of five dollars ($5.00) and other good and valuable considerations the said John Erhardt and Martha Erhardt his wife parties of the first part do grant and convey unto the said Witold Bildzukewicz party of the second part his heirs and assigns in fee simple all that piece of parcel of ground situate lying and being in Baltimore County and being more particularly described as follows

Being Lot No 10 on the plat accompanying a deed from John W Klein and Amanda Klein his wife to Jacob D Copenhaver and Annie E Copenhaver his wife dated January 23 1923 recorded in plat book No 7 folio 56 one of the land records of Baltimore County located on the south side of a twenty (20) foot avenue leading to Putty Hill Avenue in the fourteenth election district of Baltimore County

Being the said property described in a deed from Annie E Copenhaver widow to John Erhardt one of the grantors herein dated the 4th day of December 1939 and recorded in liber CWB Jr No 1094 folio 215 one of the land records of Baltimore County

Together with the buildings thereupon and the rights alleys ways waters privileges appurtenances and advantages thereto belonging or in anywise appertaining

To have and to hold the said described property and premises unto and to the proper use of the said Witold Bildzukewicz his heirs and assigns in fee simple

And the said John Erhardt and MarthaErhardt his wife do hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of the same as may be requisite

Witness the hands and seals of the said grantors

TEST

A Uielan John Erhardt (Seal)

Martha Erhardt (Seal)

Martha Erhardt (Seal)

State of Maryland To Wit

I hereby certify that on this 8th day of August 1946 before me the subscriber a notary public of the State of Maryland in and for Baltimore City personally appeared John Erhardt and Martha Erhardt his wife and they acknowledged the aforegoing deed to be their deed and act

Witness my hand and notarial seal

(NOTARIAL SEAL)

J G Nelson

Notary Public

My commission expires May 5 1947

Recorded Oct 28 1947 at 2:15 P M & exd per

John W Bishop Clerk

(Rec by BLR) (Exd By AJ&V)

32417

Balto Fed Svgs & Ln Assn

Rel to

Thomas J Guidera & Son Inc

THIS PARTIAL RELEASE made this 24th day of October 1947 by Baltimore Federal Savings and Loan Association a body corporate duly incorporated

Witnesseth that whereas a portion of all the covenants of the hereinafter described mortgage have been performed and a portion of the whole sum of money and interest secured thereby has been paid and satisfied the said body corporate doth-hereby grant and release unto Thomas J Guidera & Son Inc its successors and assigns all that lot of ground and premises the improvements thereon are known as No 1704 Yakona Road being a portion of the property described in a mortgage from it to the said body corporate dated September 4th 1946 recorded in the land records of Baltimore County in Liber RJS No 1469 folio 457 etc said lot of ground being also the thirtiethly described lot in a lease between Thomas J Guidera & Son Inc and The Bedford Holding Company dated September 15th 1947 and recorded among the land records of Baltimore County on September 22nd 1947 free and clear from the operation of said mortgage

Said body corporate releasor however retains its lien on the balance of the property described in said mortgage not hereby nor heretofore released

As Witness the corporate seal of said body corporate and the signature of Joseph M Hisley the Vice President thereof

Attested to by its secretary

Joseph R Schneider Secretary

Baltimore Federal Savings and Loan Association

By Joseph M Hisley

Vice President

(CORPORATE SEAL)

STATE OF MARYLAND BALTIMORE CITY TO WIT

I HEREBY CERTIFY That on this 24th day of October 1947 before me the subscriber a notary public of said state in and for Baltimore County personally appeared Joseph M Hisley the Vice President of said body corporate releasor and acknowledged the said deed of partial release to be the act of the said body corporate

Witness my hand and notarial seal

(NOTARIAL SEAL)

J Hodge Smith

Notary Public

Pet Ex 3

THIS DEED, Made this 20th day of December 1954, by Witold Bildzukewicz, unmarried, of Baltimore County, State of Maryland.

WITNESSETH: That in consideration of the sum of five dollars and other good and valuable considerations, the said Witold Bildzukewicz does hereby grant and convey unto Charles D. Ferguson and Mary F. Ferguson, his wife, as tenants by the entireties, their assigns, the survivor of them, and the heirs and assigns of the survivor, in fee simple, all that lot of ground situate, lying and being in Baltimore County, State of Maryland, and described as follows:

BEING Lot No. Ten (10) on the plat accompanying a deed from John W. Klein and Amanda, his wife, to Jacob D. Copenhaver and Annie E. his wife, dated January 23, 1923, and recorded in Plat Book No. 7, folio 56, one of the Land Records of Baltimore County located on the south side of a 20 foot avenue leading to Putty Hill Avenue in the 14th Election District of Baltimore County.

BEING the same lot of ground and premises which by deed dated August 8, 1946, and recorded among the Land Records of Baltimore County in Liber J.W.B. No. 1617, folio 101, was conveyed by John Erhardt and wife to the said Witold Bildzukewicz, in fee simple.

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

TO HAVE AND TO HOLD the said described lot of ground and premises unto and to the use of the said Charles D. Ferguson and Mary F. Ferguson, his wife, as tenants by the entireties, their assigns, the survivor of them, and the heirs and assigns of the survivor, in fee simple.

AND the said grantor hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever to

encumber the property hereby conveyed; that he will warrant specially the property hereby granted and conveyed; and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said grantor.

TEST:

Joan V. Mayo — Witold Bildzukewicz (SEAL)

STATE OF MARYLAND, BALTIMORE CITY TO WIT:

I HEREBY CERTIFY that on this 20th day of December 1954, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared Witold Bildzukewicz, unmarried, and he acknowledged the aforegoing deed to be his act.

WITNESS my hand and Notarial Seal.

Joan V. Mayo
Notary Public

JOAN V. MAYO NOTARY PUBLIC CITY OF BALTIMORE

DOCUMENTARY UNITED STATES INTERNAL REVENUE 5 FIVE DOLLARS 5 — DOCUMENTARY UNITED STATES INTERNAL REVENUE 5 FIVE DOLLARS 5 — DOCUMENTARY UNITED STATES INTERNAL REVENUE 2 TWO DOLLARS 2 — DOCUMENTARY 10 TEN 10

$11.00 — $1.10

Rec'd for record Dec. 22, 1954, at 11 10 A.M.
Per George L. Byerly, Clerk.

FEE SIMPLE DEED—Code—County or City

This Deed, Made this 13th day of June - - - - - - - - - - -

in the year one thousand nine hundred and sixty-six - - - , by and between - - - - - - - - -

Charles D. Ferguson and Mary F. Ferguson, his wife, grantors, - - - - - - - - - - - - - - - - -

of Baltimore County - - - - - - - - - - - - - - - in the State of Maryland, of the first part, and

Albert C. Miller and Delores M. Miller, his wife, grantees, of the same place, - - - - -

of the second part.

WITNESSETH, that in consideration of the sum of five dollars ($5.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the said parties of the first part - - - - - - - - -

do grant and convey unto the said parties of the second part, as tenants by the entireties,

their assigns, the survivor of them and unto the survivor's- - - - - - - - - - - - - - -

- - - - heirs and assigns, in fee simple, all that lot - - - - - - - - - - - - - - - - - - - of ground

situate, lying and being in Baltimore County, -

- - - - - - - - - - State of Maryland aforesaid, and described as follows, that is to say:

BEGINNING HEREIN

BEING known and designated as Lot No. 10 on the Plat accompanying a Deed from John W. Klein and wife to Jacob D. Copenhaver and wife dated January 23, 1923 and recorded among the Land Records of Baltimore County in Plat Book W.P.C. No. 7, folio 56, located on the south side of a 20 foot avenue leading to Putty Hill Avenue in the 14th Election District of Baltimore County. The improvements thereon being known as No. 8719-21 Kendell Avenue.

BEING the same lot of ground which by Deed dated December 20, 1954 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2615, folio 305 was granted and conveyed by Witold Bildzukewicz unto the grantors herein named.

PAID 3 7 28 JUN 17 52.50 MSC

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

To Have and To Hold the said lot of ground - - - - - - - - and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said parties of the second part, as tenants by the entireties, their assigns, the survivor of them and unto the survivor's - heirs and assigns, in fee simple.

And the said parties of the first part hereby covenant that they have - - - - - - - - - - not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted; and that they will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantors.

TEST:

Linwood O. Jarrell, Jr.

Charles D. Ferguson (SEAL)
Charles D. Ferguson

Mary F. Ferguson (SEAL)
Mary F. Ferguson

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 13th day of June - - - - - - - - - - in the year one thousand nine hundred and sixty-six - - - - - - - - - - , before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County - - - - - - - - - - personally appeared Charles D. Ferguson and Mary F. Ferguson, his wife, - - - - - - - - - - the above named grantors, and they acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.

Linwood O. Jarrell, Jr.
Notary Public

LINWOOD O. JARRELL, Jr. NOTARY PUBLIC BALTIMORE CO., MD.

Rec'd for record JUN 20 1966 at 9 A M
Per Orville T. Gosnell, Clerk
Mail to Dolibal & Stokedale
Receipt No. 59164 $ 6.00

RE: PETITION FOR SPECIAL HEARING PETITION FOR VARIANCE 8719-21 Wendell Avenue, E/S Wendell Ave, 187' S of c/l Putty Hill Ave, 14th Election District, 6th Councilmanic	* * *	BEFORE THE ZONING COMMISSIONER FOR
Legal Owners: Teik Seng Leong	*	BALTIMORE COUNTY
Petitioner(s)	*	Case Number: 99-338-SPHA

* * * * * * * * * * * * * * *

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 of 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
Old Courthouse, Room 47
400 Washington Avenue
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 29th day of March, 1999, a copy of the foregoing Entry of Appearance was mailed to Nancy E. Paige, Esq., Gordon, Feinblatt, Rothman, 233 E. Redwood Street, Baltimore, MD 212023332, attorney for Petitioner(s).

Peter Max Zimmerman
PETER MAX ZIMMERMAN

Attn: Marge

PLEASE PRINT CLEARLY

PROTESTANT(S) SIGN-IN SHEET

Re: 99-338-SPHA

NAME	ADDRESS
RAYMOND SHIPLEY	3312 DELPHA CT 21234
Leonard Bell	8722 Wendell Ave. 21234
Ruth Baisden	7706 Oak Ave. 21234
Raymond W. Eisendorffer	8700 Wendell Ave
Audrey Eisendorffer	8702 Wendell Ave 21234
Alma Rush	3307 Rutty Hill 21234
Edmund Tyszkiewicz	8714 WENDELL AVE 21234
L. Filipiak	3310 Delpha Ct. 21234
Dolores West	3311 DELPA CT 21234

PLEASE PRINT CLEARLY

PETITIONER(S) SIGN-IN SHEET

NAME	ADDRESS
Nancy E. Paige	233 E. Redwood St. 21202
Teik S Leong	8719 Wendell Ave. Balto. MD 21234
E. Joseph Walker, III	8717 Wendell Ave Balto MD 21234
Pamela T. Burman	4 Sawgrass Ct. Timonium 21093

Printed with Soybean Ink
on Recycled Paper

BOARD OF APPEALS OF BALTIMORE COUNTY
MINUTES OF DELIBERATION

IN THE MATTER OF:		Teik Seng Leong –Petitioner /Owner Case No. 99-338-SPHA	
DATE	:	Thursday, January 4, 2001	
BOARD /PANEL	:	Lawrence M. Stahl Margaret Worrall C. Lynn Barranger	(LMS) (MW) (LB)
RECORDED BY	:	Kathleen C Bianco /Administrator	

PURPOSE: To deliberate Case No. 99-338-SPHA /Petition for Special Hearing and Petition for Variance /nonconforming use for two or three density units (variance portion of case was not appealed). Appeal filed by Teik Seng Leong, Petitioner /Legal Owner.

Panel members discussed:

Three issues:

- Is variance case before the Board or only dwelling units under special hearing?
- Is property a nonconforming use?
- Are all regulations being met if not nonconforming use?

Discussion:

- First issue – variance – right to talk about what was appealed; upheld by Circuit Court at least once on that issue.
- Lower level decision with more than one substantial ruling, e.g. SE and Var – if one is happy with the SE but not the VAR, you can only appeal what aggrieves you; cannot appeal what you have been granted.
- If there was no appeal from every piece, then you only have what was appealed.
- Appeal is therefore limited to 3 density units versus 2; People's Counsel did not appeal variance.
- Board has jurisdiction to hear only what has been appealed – in this case, that is the special hearing portion. Issue one is resolved.

- Second issue – is it a nonconforming use; in order to meet nonconforming use, continuous use since prior to 1955.
- Discussed evidence /deeds, buildings, no reference to number or what was actually in use since 1941
- Strongest was Balto Metro Comm records – 1966; testimony re addition.
- Needed actual testimony re three tenants; only testimony was from 1957; no evidence or testimony of three tenants prior to 1957; can be inferred, but it's not there.
- Testimony does not go back far enough; testimony that large house /2 apartments; 2 since 1953
- Because nonconforming use flies in the face of zoning, heavy burden to prove; must prove continuous
- Schaffer's letter indicates there were 2 units in the house; but still no evidence that three existed.

- Enough area in 5.5 for 2 units; but not 3
- Determined that there was not enough evidence for 3 as nonconforming; does not meet requirements for nonconforming us; second issue resolved.

❖ Third issue – Are all regs being met with 3 units; all density regulations
❖ As it stands – two buildings without nonconforming use – does configuration allow for 3 units
❖ Determination – No. Not enough density; doesn't meet density /area regulations
❖ With variance granted below, enough area for 2; density permits 2
❖ One can be in each building; or two in main house – but no more than 2

➢ As to County issue /letters
➢ Letter indicated need to look into further
➢ County never got back to issue of density
➢ Talked about nonconforming use /density
➢ Told him SPH would be necessary
➢ Realtor advised to settle
➢ County did not trigger estopple; did not give full go ahead
➢ Unanimous decision; no issue of estopple. Contract issue possible but letters were reasonably clear.

Final note: Shed issue was not appealed and not before the Board.

Decision:

LMS – Not a nonconforming use; density for only two units
MW – Petition for nonconforming use denied; permit two units only
LB – Denied as to nonconforming use; permit two density units

Petition for Special Hearing for nonconforming use is DENIED; meets requirements for no more than two density units. Shed was not an issue before the Board; Variance was not appealed. Written Order to be issued by the Board; appellate period to run from date of written Order.

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

Respectfully submitted

Kathleen C. Bianco

Kathleen C. Bianco, Administrator
County Board of Appeals

Case No. 99-338-SPHA

SPH –Approval of 3 dwelling units in two buildings on same lot as nonconforming use; VAR –lot width; setbacks; detached accessory structure in front yard ilo rear yard.

6/24/99 –SPH DENIED as to 3 dwelling units; VAR DENIED –lot width; two dwelling units permitted; VAR –as needed to provide two dwelling units w/o tearing down any of existing structures is GRANTED with restrictions.
11/29/99 –Motion for Reconsideration filed by Counsel for Petitioner is DENIED.

4/18/2000 -- Notice of Assignment sent to following; assigned for hearing on Tuesday, July 18, 2000 at 10:00 a.m.:

Nancy E. Paige, Esquire
Teik Seng Leong
E. Joseph Walker III
Pamela T. Burman
Raymond Shipley
Ruth Baisden
Alvin Rush
L. Filipiak
Leonard Bell
Mr. & Mrs. Raymond Geisendoffer
Edmund Tyszkiewicz
Dolores West
People's Counsel for Baltimore County
Pat Keller, Planning Director
Lawrence E. Schmidt, Zoning Commissioner
Arnold Jablon, Director /PDM
Virginia W. Barnhart, County Attorney

5/31/00 – Letter from Nancy Paige, Esquire, Counsel for Petitioner /Appellant – requesting postponement of hearing scheduled for 7/26/00 – significant witnesses will be out of town on vacation during that week; requests reschedule to a date other than 8/17, 8/18, 8/21, or 8/22 to avoid conflict with her schedule.

6/02/00 –Per T/C from Mr. Shipley ("no longer involved"), he was removed from the file and notice.

6/09/00 –Notice of PP and Reassignment sent to parties; postponement granted and reassigned to August 15, 2000 at 10:00 a.m.

6/20/00 –T/C from N. Paige – she has a medical procedure scheduled for 8/15/00; had omitted this date from prior postponement request as conflict date and is requesting postponement from this Board in lieu of attempting to reschedule medical procedure. Letter to follow.

6/21/00 –Received letter requesting postponement as indicated above. Conflicts between 8/22 and end of October are 9/05/00, 9/29 and 10/09/00 (latter two being religious holidays).

6/30/00 – Second Notice of PP and Reassignment sent to parties; reassigned for hearing to Wednesday, October 25, 2000 at 10:00 a.m.

10/25/00 –Hearing concluded; memos due from counsel on 12/04/00; deliberation assigned for 1/04/01; Notice of Deliberation sent to parties with fyi copy to L.W.B. (Stahl, Worrall, Barranger). Deliberation scheduled for Thursday, January 4, 2001 at 9:30 a.m.

11/20/00 –Letter to confirm prior conversation with counsel (sent to Demilio and Paige); due date for memos extended one week at CP's request; now due in this office on Monday, December 11, 2000.

12/08/00 – People's Counsel's Memorandum filed.

12/11/00 –Petitioner's Post Hearing Memorandum filed by Nancy Paige, Esquire. Copies of Memos to L.W.B. by mail this date. (Delib scheduled for 1/04/01.)

1/04/01 – Deliberation concluded (L.W.B.); unanimous decision of Board -- Petition for Special Hearing for nonconforming use is DENIED; meets requirements for no more than two density units. (Shed was not an issue before the Board; Variance was not appealed.) Written Order to be issued by the Board; appellate period to run from date of written Order

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Case No. 99-338-SPHA

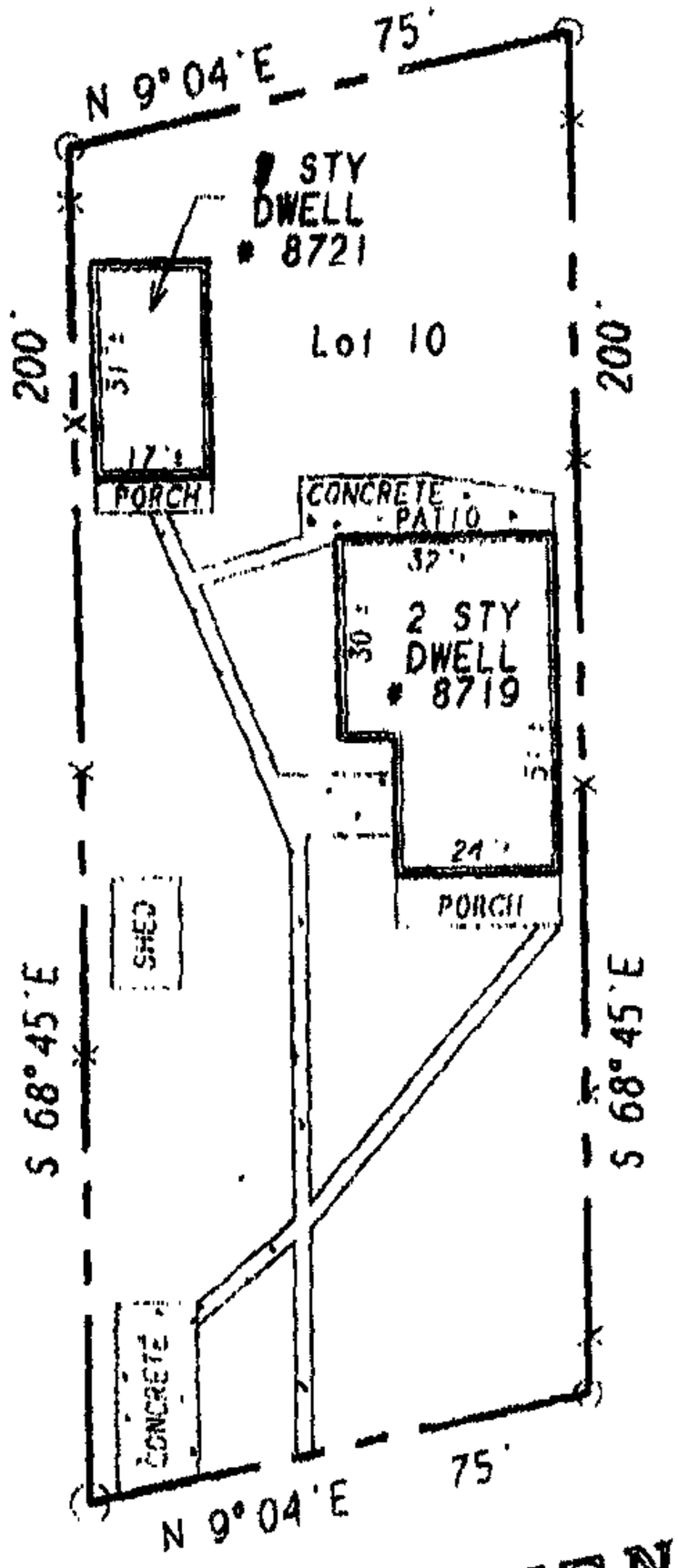
NOTES

1. THIS DRAWING IS OF BENEFIT TO A CONSUMER ONLY INSOFAR AS IT IS REQUIRED BY A LENDER OR A TITLE INSURANCE COMPANY OR ITS AGENT IN CONNECTION WITH CONTEMPLATED TRANSFER, FINANCING OR REFINANCING.
2. THE DRAWING IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OR LOCATION OF FENCES, GARAGES, BUILDINGS, OR OTHER EXISTING OR FUTURE IMPROVEMENTS.
3. THE DRAWING DOES NOT PROVIDE FOR THE ACCURATE IDENTIFICATION OF PROPERTY BOUNDARY LINES, BUT SUCH IDENTIFICATION MAY NOT BE REQUIRED FOR THE TRANSFER OF TITLE OR SECURING FINANCING OR REFINANCING.
4. ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SHOWN HEREON ARE IN APPROXIMATE RELATION TO THE APPARENT BOUNDARY LINES.
5. LEVEL OF ACCURACY OF APPARENT SETBACK DISTANCES ± +/- 2'

8721 Wendell Ave remain as is.

8719 Wendell Ave will be converted into Single-family residential unit.

Total Single-family units will be 2 on property.
(utilizing restriction # 1 as indicated in court order)



Lot 11

WENDELL AVENUE

SITE PLAN

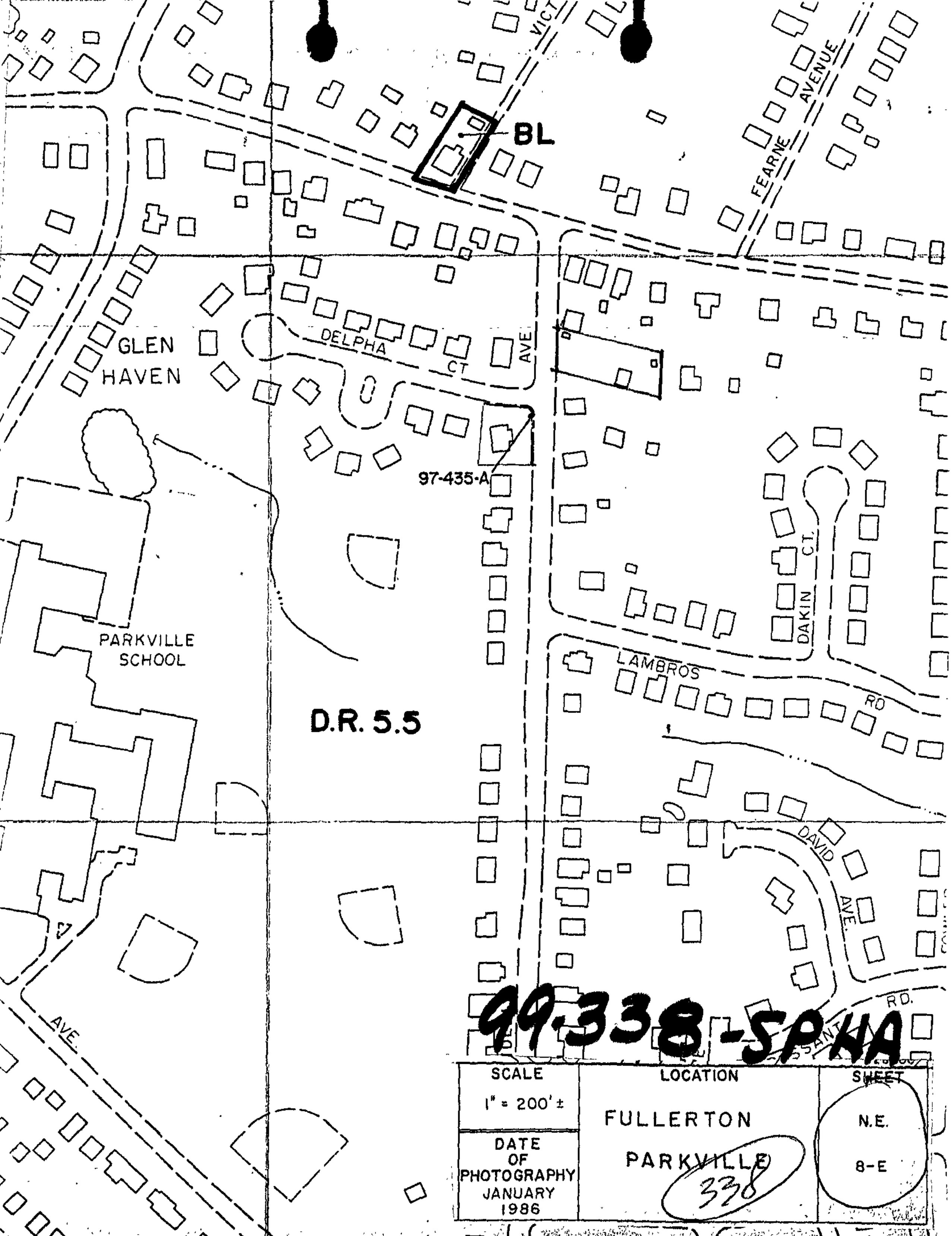
THIS PARCEL IS LOCATED IN FLOOD HAZARD ZONE C, PER THE F.I.R.M. MAPS.

The following plans will be implemented in order to convert the main house into a single-family residential use:

(i) Remove part of the partition wall as indicated by x's.

(ii) Remove stove from apartment B so the main house has only one kitchen.

(iii) Converting 2 separate eletrical meters into one


BL
VICT
FEARNE AVENUE
GLEN HAVEN
DELPHA CT
AVE
97-435-A
PARKVILLE SCHOOL
D.R. 5.5
DAKIN CT.
LAMBROS RD
DAVID AVE.
AVE.
RD.
99-338-SPHA
SCALE
1" = 200' ±
LOCATION
FULLERTON
PARKVILLE
338
SHEET
N.E.
8-E
DATE OF PHOTOGRAPHY
JANUARY 1986

Prot Ex 2B (Prot CBA1)

May 3, 1999

Dear Zoning Commissioner,

Please be notified that we are opposed to the zoning application in reference to case number 99-338-SPHA. We feel as though an apartment rental building in the middle of a single family home area will decrease the value of our homes and bring down the appearance of the neighborhood. There are already enough apartment complexes in this area. The reason we choose to buy a home on Wendell Ave. is because it is a single family home area.

Thank you for considering our opinion. If you need anything else from us, feel free to contact us.

Sincerely,
Glenn + Deborah Woodall, Jr.
8702 Wendell Ave.

Pet Ex #8

ACCT. NO. 14-13-058830 — BALTIMORE COUNTY METROPOLITAN DISTRICT — ASSESSORS NO. 3621

DISTRICT 14

STREET OR ROAD E/S Wendell Avenue — SUBDIVISION Klein Plat — LOT 10 — BLK. — SECT. — PLAT REF. 9-81

HOUSE NO. 8719 — LOCATION 175' S. of Putty Hill Rd. — VICINITY Fullerton

WATER PLAN NO. 30-59-6 — SEWER PLAN NO. 66-224 (1)

CLASSIFICATION	WATER YR.	WATER FT.	WATER RATE	WATER AMOUNT	SEWER YR.	SEWER FT.	SEWER RATE	SEWER AMOUNT	DATE	OWNER	DEED REF.
BUS. R.A.									6/13/66	Albert C. & Delores M. Miller	4631-496
SUB. R.A. 81	31	~~75~~	~~35¢~~	~~11 25~~	67	~~75~~	~~60¢~~	45 00			
SA. F.											
TOTAL											
DEAD FRONTAGE				75	SEWER SERVICE			~~66.00~~			
EXTINGUISHED					~~Hold~~ 72.60 Cover						
EXEMPT											
ASSESSABLE				75	WDC 5/8"						

Sign Metropolitan District Finances + Taxation, D.P.W., Baltimore County

COPY Records Linda Lake 4-15-99

MAY 05 1973

SEWER SERVICE CHARGE

NO.				UNITS		
3			WATER CLOSET 6			
3			LAVATORY			
3			BATH TUB 2			
3			KITCHEN SINK 2			
			GARBAGE DISP. & SINK 3			
3			LAUNDRY TRAY 3			
			DRINKER 4			
			SHOWER STALL 3			
1			WASHING MACHINE 3			
			DISH WASHER 2			
16						

DATE	PERMIT NO.	CHARGE
7/12/67	C-66971	~~66.00~~ 66 00

DIST. NO. 14 — ACCT. NO. 14-13-058830

YEAR	ORIGINAL CLASSIFICATION	CHARGE	1971	1971	1972			
1967	SB	45.00	45.00	45.00	45.00			
1931	WB	11.25	11.25	0	0			
	SS	92.15	72.89	72.89	66.00			
	WDC	8.00	8.00	8.00	8.00			
	TOTAL							

WATER APPLICATION

DATE	NO.	SIZE	MET. ACCT.
		5/8"	04-062450.004 ~~8032-2788~~

Eff. 7-1967: M47063 New construction-sewer 10/11/66. Eff. 7-1968: New SS chg. 3 apts. @ $22.00 ea. by Permit C-66971 M56950 7/20/67. Eff. 7-1969 M74254 4/10/69 SS chg. changed from fix. to consumption basis. Eff. 7-1972: Insufficient for consumption returned to fix. chg. 12-22-72

Linda G. Leake
Benefit Charges

Baltimore County
Department of Public Works, Mail Stop 1316
Metropolitan Finance & Petitions
Baltimore County Office Bldg., Rm 313
111 W. Chesapeake Avenue
Towson, Maryland 21204

410-887-2430, Fax: 410-825-0163

CBA Pet. #8 Pet Ex 6

M.D.A.T. REAL PROPERTY SYSTEM 11/13/1998
OWNER INFORMATION BALTIMORE COUNTY

DISTRICT: 14 ACCT NO: 1413058830

USE: RESIDENTIAL

OWNER NAME: LEONG TEIK SENG

PRINCIPAL RESIDENCE YES

MAILING ADDRESS: 8719 WENDELL AVE
BALTIMORE MD 21234-4251

TRANSFERRED FROM: MILLER ALBERT C DATE: 04/04/1996 PRICE: $144,000

DEED REFERENCE: 1) /11515/ 667
2)

POTENTIAL TAX LIABILITY

* NONE *

TAX EXEMPT: NO

PRESS: <F1> LOCATION INFO <F2> VALUE INFO <F5> RETURN TO LIST SCRN
<F6> SELECT NEXT PROPERTY

M.D.A.T. REAL PROPERTY SYSTEM 11/13/1998
LOCATION INFORMATION BALTIMORE COUNTY

DISTRICT: 14 ACCT NO: 1413058830
NAME: LEONG TEIK SENG USE: RESIDENTIAL

PREMISE ADDRESS
8719 WENDELL AVE

ZONING

LEGAL DESCRIPTION

8719-8721 WENDELL AVE
WENDELL GROVE

MAP	GRID	PARCEL	SUBDIV	SECT	BLOCK	LOT	GROUP
81	3	787				10	82

PLAT NO :
PLAT REF: 9/ 51

SPECIAL TAX AREAS -

PRIMARY STRUCTURE DATA		PROPERTY LAND AREA	COUNTY
YEAR BUILT	ENCLOSED AREA	15,000.00 SF	USE
1927	2,791 SF		04

PRESS: <F1> OWNER INFO <F2> VALUE INFO <F5> RETURN TO LIST SCRN
<F6> SELECT NEXT PROPERTY

M.D.A.T. REAL PROPERTY SYSTEM 11/13/1998
VALUE INFORMATION BALTIMORE COUNTY

DISTRICT: 14 ACCT NO: 1413058830
NAME: LEONG TEIK SENG USE: RESIDENTIAL

		BASE VALUE	CURRENT VALUE AS OF 01/01/1997	PHASE-IN VALUE AS OF 07/01/1999	PHASE-IN ASSESSMENTS AS OF 07/01/1998	PHASE-IN ASSESSMENTS AS OF 07/01/1999
LAND	:	34,000	34,000			
IMPTS	:	113,120	117,960			
TOTAL	:	147,120	151,960	151,960	60,130	60,780

PREF LAND: 0 0 0 0 0

PARTIAL EXEMPT ASSESSMENTS

	CODE	07/01/1998	07/01/1999
COUNTY	000	0	0
STATE	000	0	0
MUNICIPAL	000	0	0

PRESS: <F1> OWNER INFO <F2> LOCATION INFO <F5> RETURN TO LIST SCRN
<F6> SELECT NEXT PROPERTY

CERTIFIED TRUE COPY

Linda J. Hanson 11-13-98
Supervisor

CBA Pet # 7 Pet Ex 7

STATE OF MARYLAND
PARRIS N. GLENDENING
Governor
RONALD W. WINEHOLT
Director
ROBERT L. DOWLING
Supervisor

Department of Assessments and Taxation
BALTIMORE COUNTY OFFICE
Jefferson Building, Suite 200
105 W. Chesapeake Avenue
Towson, Maryland 21204

November 13, 1998

Ms. Nancy E. Paige, Esq.
233 Redwood Street
Baltimore, Maryland 21202

Re: 14-13-058830
8719 Wendell Avenue
Lot 10, "Wendell Grove"

Dear Ms. Paige:

A review of the assessment record for the referenced property indicates that a two-story dwelling was built in 1927. In the "remarks" section of the record, there is a note stating that the dwelling was remodeled and an addition(s) done in the past.

Our record also indicates that there is a second dwelling on the property described as a one-story structure. There is no age shown for this building.

Sincerely,

Michael Ruff

Michael Ruff
Assessor Supervisor I

321-2282

TELEPHONE (410) _____
MRS (Maryland Relay Service) 1-800-735-2258 TT (Voice)
FAX (410) 321-4148

264

DISTRICT 14

ASSESSMENT
BALTIMORE COUNTY, MD.

CERTIFIED TRUE COPY
Supervisor
Date

DATE	TRANSFER NUMBER	NAME AND ADDRESS OF OWNER	DESCRIPTION AND LOCATION OF PROPERTY	INCREASE NUMBER	REAL ESTATE LAND	REAL ESTATE IMPROVEMENTS	TANGIBLE PERSONAL PROPERTY LAND	TANGIBLE PERSONAL PROPERTY IMPROVEMENTS	ASSESSED VALUE IN DISTRICT LAND	ASSESSED VALUE IN DISTRICT IMPROVEMENTS	ASSESSED VALUE IN DISTRICT PERSONAL	METROPOLITAN CHARGES SEWER	METROPOLITAN CHARGES SERVICE	METROPOLITAN CHARGES WA
		John Erhardt 3125 Northway Drive Balto. Md.		(18)										
		~~3128 Hoodaway Lot~~	Wendell Ave Fullerton											
1946	350 A21	Lot # 10 Klein Plat (75'x200') 75' On E. S. of												
	A	On Wendell Ave. 175' S. from Pretty Hill Ave.			300				300					
	A		"J. W. Carpenter"											
1941	A	add'l Ext. on above Lot			100	800			400	800				
	A	House 800												
45	New A+2	Addition to House 250				250				250				
1947	New A+2	Addition to House 50		18045		50				50				
NOTE:	ISI-12-19-5-80274													
1942														
1944														
12-20-40	6738	James H. Eisman Jr. Ruby M.												
		Middle River P.O. 20												
1975		Lot 287 5/10 x 304 61/100 Point Pleasant Ave												
		N. of Hazelwood Ave about 1½ acres		616	360	1700			360	1700				
		House 1700	"Home Owners Loan Corp"											
	1406	Ollie C. Erhardt & Frank G. et al												
		107 Leslie Ave		6										
11-7-45 1946	3934	Lot 406-407 Linhigh 50x145 S/S Leslie Ave			400	2600			400	2600		750	632	
5-10		150' W/E of Alberta Ave												
		House 107 Leslie Ave	Chas. H. Backman											

CBA Pet #7

Pet Ex 5

RECORD

No.

	DATE	TRANSFER NUMBER	DECREASES OR CREDITS NATURE	DECREASE NUMBER	AMOUNT	TOTAL ASSESSMENT YEAR	LAND	IMPROVEMENTS	PERSONAL	REALASSESSMENT TOTAL BASIS LEVY	ASSESSED VALUE IN DISTRICT LAND	IMPROVEMENTS	PERSONAL	TOTAL IN DISTRICT	METROPOLITAN CHARGES SEWER	SERVICE	WATER
1125	10.10.48	11.3.49	By Transfer			1940	300			300	300			300			1125
	1948	60790				1941	400	800		1200	400	800		1200			1125
		A				1943	400	1050		1450	400	1050		1450			1125
						1944	400	1100		1500	400	1100		1500			1125
						1948	-0-	-0-		-0-	-0-	-0-		-0-			-0-
						1942	360	1200		1560	360	1200		1560			
						1946	400	2600		3000	400	2600		3000	750	632	750
						1947	850	2800		3650	850	2800		3650	750	[illegible]	[illegible]

CERTIFIED TRUE COPY

Linda Robinson 12/2/98

Examiner date

HOLC. FSI-18-19-E-20274

1942 1944 12-30-40	6438	James H. Eriman Jr. & Ruby M. Middle River P.O. (20)								
1375		Lot 267 57/100 X 304 61/100' Point Pleasant ave N. of Hazelwood ave about 1½ acres House 1700 "Home Owners Loan Corp."	616	360	1700			360	1700	
	1405	Ollie B. Erhardt & Frank B. et al 107 Leslie Ave								
1-7-45 1946 5-90	3954	Lot 406-407 Linhigh 50x145 S/S Leslie Ave 150' N/E of Alberta Ave House 107 Leslie Ave Chas. N. Backman	6	400	2600			400	2600	750 6
		Charles J. Ermer & Alice V. 3023 Woodside Ave (Gilt)								
10-24-46 1947 1950	50449	Lot 22 Woodside 50'x194' S/S Woodside Ave 800' E of Stafford Rd House 3023 Woodside Ave 2600 Garage 100 Chicken House 100	14	450	2800			450	2800	7450
		Lot 23 Woodside 50'x194' S/S Woodside Ave 850' E of Stafford Rd "Martin C. Aleshindt"		400				400		7450

CERTIFIED TRUE COPY

Linda Johnson 12/21/98
Supervisor date

265

ASSESSMENT

BALTIMORE COUNTY, MD.

DISTRICT 14

DATE	TRANSFER NUMBER	NAME AND ADDRESS OF OWNER	DESCRIPTION AND LOCATION OF PROPERTY	INCREASE NUMBER	LAND	IMPROVEMENTS	DATE OF SCHEDULE	AMOUNT	LAND	IMPROVEMENTS	PERSONAL	SEWER	SERVICE	WATER
		REAL ESTATE					TANGIBLE PERSONAL		ASSESSED VALUE IN DISTRICT			METROPOLITAN CHARGES		
	1425	Ray E. & L. Lucille Eshenaur												
		3026 Oak Forest Drive - Parkville - Md.		141								1943	1943	
1945	1921	Lot 14 Oak Forest 50' x 100' N/E S Forest Drive		5-33 5113	70				70			7.50	6.32	7.50
		654.04 N/E of Harford	Ralph W. Simmons											
1945	New	Add on Land 1450 : House 3026 Oak Forest Dr 3550			480	3550			480	3550				
	1450	Joseph L. Esposito & Irene M.												
		7405 Brookwood Ave	(6)											
1945	2666	Lot 10 & 11 all 164 x 98.6 of 163 Overbrook Hills		5-387, 15063	360	2800			360	2800		6.75	6.32	6.75
	1882	S/S Brookwood Ave. 209.6 N/E of Kenwood Ave.												
		House 7405 Brookwood Ave	Lot 8 & 9											
		Robert J. Estep & Nellie B.												
		3928 Hudson Ave. (24)												
	4973	Lot 8 Sec 2 Lot Kenwood Park 50 x 200 N/W/S		18157	15 160				15 160					
		Shady Spring Ave. to S.E. Columbus Ave. cont. 24/100 acre	address assessment in error											
		Lot 9 Sec 2 Lot Kenwood Park 50 x 200 N/W/S		18157	15 160				15 160					
		Shady Spring Ave. to S.E. Columbus Ave. cont. 24/100 acre	address assessment in error											
		"B. Von Paris"												

CERTIFIED TRUE COPY

Linda Johnson 12/21/98

Superintendent date

RECORD

No.

DECREASES OR CREDITS			TOTAL ASSESSMENT			REAL & PERSONAL	ASSESSED VALUE IN DISTRICT			TOTAL	METROPOLITAN CHARGES		
NATURE	DELINQUENT NUMBER	AMOUNT	YEAR	LAND	IMPROVEMENTS	PERSONAL	TOTAL BASIS LEVY	LAND	IMPROVEMENTS	PERSONAL	IN DISTRICT	SEWER	SERVICE	WATER
			1943	70.			70	70			70.		6.32	7.50
			1943	550.	3550.		4100.	550	3550		4100.	7.50	6.32	7.50
			1945	360	2800		3160	360	2800		3160			6.75
			1946	360	2800		3160	360	2800		3160	6.25		6.75
			1947	360	2800		3160	360	2800		3160	6.70	6.32	6.75
			1947	30			30	30			30			
			1947	100			100	100			100			

CERTIFIED TRUE COPY

Linda Gibson 12/2/96
Supervisor date

CBA

Pet Ex 10 #9

4/12/99

To whom it may Concern:
Donald Schafer
3417 Putty Hill Ave

I'm writting on behalf of Mr Leiks Leong my neighbor.
My house sits on the back side of Mr Leongs Properties
Mr Leong's House and two small buildings set directly beside my house.
The smaller house is only 30' from my house.

The two houses have been there since 1953. I've lived there since 1953 also and the properties are always well kept.
I can add the tenants that have lived in the properties have alway been respectful, I have never had any problem with them.
I wish all of my neighbors were as considerate as Mr Leongs and his tenants.

Yours Truly
Donald Schafer

P.S. I'm as long as I
can remember the large house
has been two apartments & I have
been here since 1953

Donald Schafer

CBA Pet #10

To Whom It May Concern:

My name is Michael Brushe. I reside at 8721 Wendell Ave. I have lived at this address for more than 6 years. For the majority of this time the property has been owned by Robin Leong. When Robin assumed ownership of the property, it was in good condition but he began a process of improving it to make it both more attractive from the outside and more comfortable to live on from the inside. He not only extensively remodeled the interior of his house, but together with the help of his mother, Robin also performed a wonderful transformation of the large surrounding yard. When one rides down Wendell Ave. Robin's property is among the most attractive in the area.

I have had opportunities to move to other locations but for various reasons I have chosen to remain at 8721 Wendell. One of the most important of these reasons was the fact that I enjoyed living at this address. Robin made this choice easier by being a good landlord who was and is willing to accommodate his tenants. Another reason is that the surrounding property is more than large enough to easily allow comfort levels for all of the occupants.

I do recall from talking with the previous owners, the Millers, that there had been 3 different sets of occupants at the location for an extended period of time. Nothing has changed during Robin's ownership. I frankly do not understand the objections of the people who live in the neighborhood to the continued situation. If Robin had not been a diligent owner, who expended money to keep the property up, than it would be a little more understanable. But, nothing could be further from the truth. All of the occupants are quiet people who are respectful of our neighbors.

One other important reason for not forcing Robin to alter the occupancy of the property is that I know that he purchased it under the presumption that he would be able to continue obtaining revenue from renting the 2 other addresses. To force him to do otherwise would be a completely unfair and illogical decision. To bow to the objections of a few people, some of whom don't even live near us, would fly in the face of common sense. I know that I do not want to move and neither do the other tenants. Leave a good situation alone. Thank you for your consideration in this matter.

Very truly yours,

Michael Brushe

Michael Brushe

10

CBA Reg. # 14A

COLDWELL BANKER
GREMPLER REALTY, INC.

ADDENDUM

Coldwell Banker Grempler Realty Multiple List Affiliate # 3165

Counselor's Name Karen Lyon

Counselor's #: 3644

Office Phone: (410) 667-1900

Home Phone: (410) 877-7708

Office Address 14228 Jarrettsville Pike

Phoenix MD 21131

City State Zip Code

Date Prepared January 2, 1996

Subject Property 8719 Wendell Avenue Baltimore, MD 21234

Sellers HARTLEY MILLER P.R.

Buyers Teik Seng Leong

We, the undersigned, hereby agree to:

This addendum takes precedence over the contract attached. The buyer and sellers agree to the following items:

1.) All aspects of the contract, including the home inspection, shall be contingent upon the buyer requesting and receiving a decision from Baltimore County that the subject property is in compliance or can be brought into compliance with conversion charts under Section 402. Buyer shall receive this decision no later than Friday, January 19, 1996.

2.) The buyer will proceed with loan application within five (5) days of contract ratification, as previously agreed.

3.) The buyer requests that the sellers pay for ~~all~~ H.M. FHA repairs. RTS

4.) Sellers agree to pay for F.H.A. repairs up to $500. H.M. RTS

All other terms and conditions to remain in effect.

Therefore, in consideration of the sum of One Dollar and other good and valuable considerations all parties above mentioned join in the execution of this addendum.

Terri Bozarish			Jan. 3 1996
Witness as to Sellers Signature	Date	Seller	Date
Witness as to Sellers Signature	Date	Seller	Date
Karen Lyon	1/2/96		1-2-95
Witness as to Buyers Signature	Date	Buyer	Date
Witness as to Buyers Signature	Date	Buyer	Date

Rev. 5/92

CBA Ref. #15

January 2, 1996

Mr. Arnold Jablon
Director
PDM
111 W. Chesapeake Avenue
Room 111
Towson, Maryland 21204

Dear Mr. Jablon:

I am in the process of purchasing a property located at 8719 Wendell Avenue, Baltimore, MD 21234. The property consists of two existing buildings on approximately 1/3 acre and a total of three units.

I am requesting that this property be reviewed to determine if it is in compliance with the conversion charts under Section 402. If 8719 Wendell Avenue does not meet the requirements stipulated under Section 402, please provide me with the options that are available to me to either establish a legal non-conforming use of the property or to obtain a variance.

When this request has been reviewed and a decision rendered, please contact my agent, Ms. Karen Lyon, Coldwell Banker Grempler, at (410) 667-1900 or (410) 877-7708 who will pick up the letter from your office.

Sincerely,

Teik Seng Leong

cc: Karen Lyon

CBA Per. #16

Baltimore County
Department of Permits and
Development Management

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

January 18, 1996

Ms. Karen Lyon
Coldwell Banker Grempler
14228 Jarrettsville Pike
Phoenix, Maryland 21131

RE: Zoning Verification
8719 Wendell Avenue
14th Election District

Dear Ms. Lyon:

A letter from Teik Seng Leong dated January 2, 1996 has been referred to me for reply. Based upon the information provided therein and our research of the zoning records, the following has been determined.

The property known as 8719 Wendell Avenue is currently zoned D.R.-5.5 (Density Residential, 5.5 dwelling units per acre). Please be advised that per Section 402 of the Baltimore County Zoning Regulations (BCZR), the property meets the minimum lot area requirements for three units. However, this office cannot finally confirm compliance for minimum lot width and setback requirements until a detailed as-built site plan is submitted to this office.

A legal non-conforming use can be obtained by a special hearing provided compliance with Section 104 of the BCZR is met. Enclosed, please find the information booklet and necessary forms to do this.

Enclosed, please find a copy of the Baltimore County zoning map #NE-8E, as well as copies of Sections 402 and 104 of the BCZR pertaining to the subject property.

I trust that the information set forth in this letter is sufficiently detailed and responsive to your request. If you need further information or have any questions, please do not hesitate to contact me at 887-3391.

Sincerely,

Jun R. Fernando
Jun R. Fernando
Planning & Zoning Associate III
Zoning Review

JRF/jnw

Printed with Soybean Ink
on Recycled Paper

CBA Reg. #17

Baltimore County
Department of Permits and
Development Management

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

March 18, 1996

Mr. Teik Seng Leong
2012 Dulaney Valley Road
Timonium, MD 21093

RE: Zoning Verification
8719 Wendell Avenue
8721 Wendell Avenue
14th Election District

Dear Mr. Leong:

In response to your letter that we received on March 15, 1996, the above referenced property is not in compliance with the Baltimore County Zoning Regulations.

A special hearing may be requested for a legal non-conforming use of 3 units in 2 dwellings on one lot.

In the alternative, you may request a special hearing to utilize the single dwelling conversion provisions in Section 402 of the BCZR for 2 existing dwellings on one lot and variances for setback requirements.

Enclosed, please find copies of petitions for variance forms, special hearings forms, and a checklist for applying for these petitions.

I trust that the information set forth in this letter is sufficiently detailed and responsive to the request. If you need further information or have any questions, please do not hesitate to contact me at 887-3391 (FAX - 887-5708).

Very truly yours,

Jun R. Fernando
Jun R. Fernando
Planning & Zoning Associate III
Zoning Review

JRF:rye

Enclosure

CBB Per. # 14

GREMPLER REALTY, INC.

RESIDENTIAL CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.

THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF IMPROVED SINGLE FAMILY RESIDENTIAL REAL ESTATE LOCATED IN MARYLAND ONLY. *FOR OTHER TYPES OF PROPERTY INCLUDE APPROPRIATE ADDENDA.*

BROKER: Coldwell Banker Grempler BRANCH OFFICE: Phoenix

OFFICE PHONE NO: (410) 667-1900 FAX NO: (410) 683-0051 BROKER/AGENT ID NO: 3165/3644

SALES ASSOCIATE: Karen Lyon PHONE NO: (410) 877-7708

ACTING AS
- [ ] SELLER AGENT (WHETHER "COOPERATING AGENT" OR "SELLING AGENT"); OR
- [x] BUYER AGENT; OR
- [ ] DISCLOSED DUAL AGENT OF SELLER AND BUYER

IN COOPERATION WITH

BROKER: O'Conor, Piper & Flynn BRANCH OFFICE: Lutherville

OFFICE PHONE NO: (410) 823-6111 FAX NO: BROKER/AGENT ID NO:

SALES ASSOCIATE: Terri Bojarski PHONE NO: (410) 665-8951

ACTING AS
- [ ] LISTING BROKER AND SELLER AGENT; OR
- [ ] DISCLOSED DUAL AGENT OF SELLER AND BUYER

TIME IS OF THE ESSENCE *UNLESS* BUYER AND SELLER INITIAL HERE ____ ____ ____ ____

1. DATE OF OFFER: December, 1995

2. SELLER: NAME: HARTLEY MILLER P.R.

CURRENT ADDRESS: 410 DELAWARE AVE. ZIP: 21286

AND

3. BUYER: NAME: Teik Seng Leong

CURRENT ADDRESS: 2012 Dulaney Valley Road ZIP: 21093

4. PROPERTY DESCRIPTION: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 8719 Wendell Avenue Baltimore, MD 21234

located in _____ City/County, Maryland, Zip _____ together with the improvements thereon, and all rights and appurtenances thereto belonging.

5. ESTATE: The Property is being conveyed: X in fee simple or ____ subject to an annual ground rent, now existing or to be created, in the amount of _____ Dollars ($_____) payable semi-annually, as now or to be recorded among the Land Records of Baltimore XXX City/County, Maryland. If the Property is subject to ground rent and the ground rent is not timely paid, the owner of the reversionary interest may bring an action of ejectment against the leasehold owner pursuant to Section 8-402.2 of the Real Property Article, Annotated Code of Maryland (as amended). As a result of this action, the owner of the reversionary interest may be discharged from the lease and obtain title to the Property in fee.

6. PURCHASE PRICE: The purchase price is One hundred ~~forty five~~ forty four thousand H.M. RJS H.M. RJS Dollars ($ 144,000.00 RJS H.M.).

7. SETTLEMENT: Settlement shall be on February 19 19 96 or sooner if agreed to in writing by both parties.

THE PARTIES' INITIALS ARE FOR ACKNOWLEDGING PAGES 1 AND 2 OF THIS CONTRACT OF SALE

RJS BUYER ____ BUYER ____ SELLER H.M. SELLER

8. SETTLEMENT COSTS: NOTICE TO BUYER, BUYER HAS THE RIGHT TO SELECT BUYER'S OWN TITLE INSURANCE COMPANY, TITLE LAWYER, SETTLEMENT COMPANY, ESCROW COMPANY, MORTGAGE LENDER, OR FINANCIAL INSTITUTION AS DEFINED IN THE FINANCIAL INSTITUTIONS ARTICLE, ANNOTATED CODE OF MARYLAND. BUYER ACKNOWLEDGES THAT SELLER MAY NOT BE PROHIBITED FROM OFFERING OWNER FINANCING AS A CONDITION OF SETTLEMENT. Buyer agrees to pay all other settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is a Veteran obtaining VA financing, those prohibited to be paid by a Veteran obtaining VA financing or except if Buyer is obtaining FHA financing, those prohibited to be paid by a Buyer obtaining FHA financing, which prohibited charges shall be paid by Seller.

9. TRANSFER CHARGES: SECTION 14 -104 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT, UNLESS OTHERWISE NEGOTIATED IN THE CONTRACT OR PROVIDED BY LOCAL LAW, THE COST OF ANY RECORDATION TAX OR ANY STATE OR LOCAL TRANSFER TAX SHALL BE SHARED EQUALLY BETWEEN THE BUYER AND SELLER. Unless otherwise provided by an addendum to this Contract, the costs of state and local transfer and recordation taxes (other than agricultural land transfer tax) shall be shared equally by Buyer and Seller. (If First -Time Maryland Home Buyer - See Transfer and Recordation Tax Addendum).

10. ADJUSTMENTS: Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement, and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including Metropolitan District Sanitary Commission or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law. Any heating or cooking fuels remaining in supply tank(s) at time of settlement shall become the property of the Buyer.

11. TERMITE INSPECTION: Buyer, at Buyer's expense is authorized to obtain a written report from a Maryland licensed pest control company that, based on a careful visual inspection, there is no evidence of termite or other wood-destroying insect infestation in the residence, including garage, but not including fences or other outbuildings (unless within 3 feet of main dwelling and/or garage) and, if such infestation previously existed, it has been corrected, and any damage due to such infestation has been corrected. The provisions of this paragraph shall apply to the entirety of any outbuilding(s) located within three feet of the main dwelling and/or garage and shall apply to ten (10) linear feet of the nearest portion of any fence within three feet of the main dwelling and/or garage. If any such infestation is present, or if any evidence of damage caused by such present or prior infestation is discovered, Seller, at Seller's expense, shall treat such infestation and repair any damage caused by such present or prior infestation. However, if the cost of treatment and repair of such damage exceeds 2% of the purchase price, Seller may, at Seller's option, cancel this Contract, unless the Buyer, at the Buyer's option, should choose to pay for the cost of treatment and repairs exceeding 2% of the purchase price, then this Contract shall remain in full force and effect. If such report reveals damage for which the cost of treatment and repair may exceed 2% of the purchase price, Seller's decision regarding treatment and repair of damage shall be communicated in writing to Buyer within five (5) days from receipt of the report, after which Buyer shall respond to Seller in writing with Buyer's decision within three (3) days from receipt of Seller's notification of Seller's decision. If Seller does not notify Buyer in writing of Seller's decision within five (5) days from receipt of report, Buyer may, at Buyer's option, pay for the cost of treatment and repairs exceeding 2% of the purchase price. If Buyer does not want to pay for the cost of treatment and repairs exceeding 2% of the purchase price, Buyer may terminate this Contract upon written notice delivered to Seller. In the event this Contract is terminated under the terms of this paragraph, then all monies on deposit shall be returned to Buyer in accordance with the terms of this Contract. BW

12. CONDITION OF PROPERTY AND POSSESSION: At settlement, Seller shall deliver possession of the Property and shall deliver the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on the date of Contract acceptance. All electrical, heating, air conditioning (if any), plumbing (including well and septic), and any other mechanical systems and related equipment, appliances and smoke detector(s) included in this Contract shall be in working condition. Buyer reserves the right to inspect the Property within five (5) days prior to settlement. EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT, THE PROPERTY IS SOLD "AS IS".

13. SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE: Neither this Contract nor the granting of Buyer's loan referred to herein is to be conditioned or contingent in any manner upon the sale, settlement and/or lease of any other real estate unless a contingency for the sale of other real estate is contained in an addendum to this Contract. Unless this Contract is expressly contingent upon the sale, settlement and/or lease of any other real estate, Buyer shall not apply for or accept a financing loan commitment which is contingent upon or requires as a pre-condition to funding that any other real estate be sold, settled and/or leased.

14. BUYER RESPONSIBILITY: If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified, or fails to pursue financing diligently and in good faith, or if Buyer makes any misrepresentations in any document relating to financing, or takes (or fails to take) any action which causes Buyer's disqualification for financing, then Buyer shall be in default and Seller may elect by written notice to Buyer, to terminate this Contract and/or pursue the remedies set forth under the "Default" Paragraph #16.

15. SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by the Seller and the Property conveyed free thereof.

16. DEFAULT: Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the deposit can be retained by Seller as long as a release of deposit agreement is signed and executed by all parties, expressing that said deposit can be retained by Seller. In the event that the parties do not agree to execute a release of deposit, Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. In the event of any litigation or dispute between Seller and Buyer concerning the release of the deposit, Broker's sole responsibility may be met, at Broker's option, by paying the deposit into the court in which such litigation is pending, or by paying the deposit into the court of proper jurisdiction by an action for interpleader. Buyer and Seller agree that, upon Broker's payment of the deposit into court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the release of the deposit and Buyer and Seller, jointly and severally, shall indemnify and hold the Broker harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by the Broker to file an action for interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize the Broker to deduct from the deposit all costs incurred by the Broker in the filing and maintenance of such action for interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of $500 or the amount of the deposit held by the Broker. All such fees and costs authorized herein to be deducted may be deducted by Broker from the deposit prior to paying the balance of the deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be the exclusive property of the Broker. If the amount deducted by the Broker is less than the total of all of the costs incurred by the Broker in filing and maintaining the interpleader action, then Seller and Buyer jointly, and severally, agree to reimburse the Broker for all such excess costs upon the conclusion of the interpleader action.

Mr. Ruth Eccleston
3411 Putty Hill Ave.
Baltimore, MD 21234-4209

Pet Ex #12

3411 Putty Hill Ave
Baltimore Md. 21237

Mr Teik S Leong,

To Whom It May Concern,

I Mrs Eccleston have lived at 3411 Putty Hill since 1957. The two Homes when Mr Leong lives is behind my property, both Houses have been there as long as I have been in my home. They are very nice neighbors and keep a lovely yard.

Sincerely

Mrs Ruth Eccleston

NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

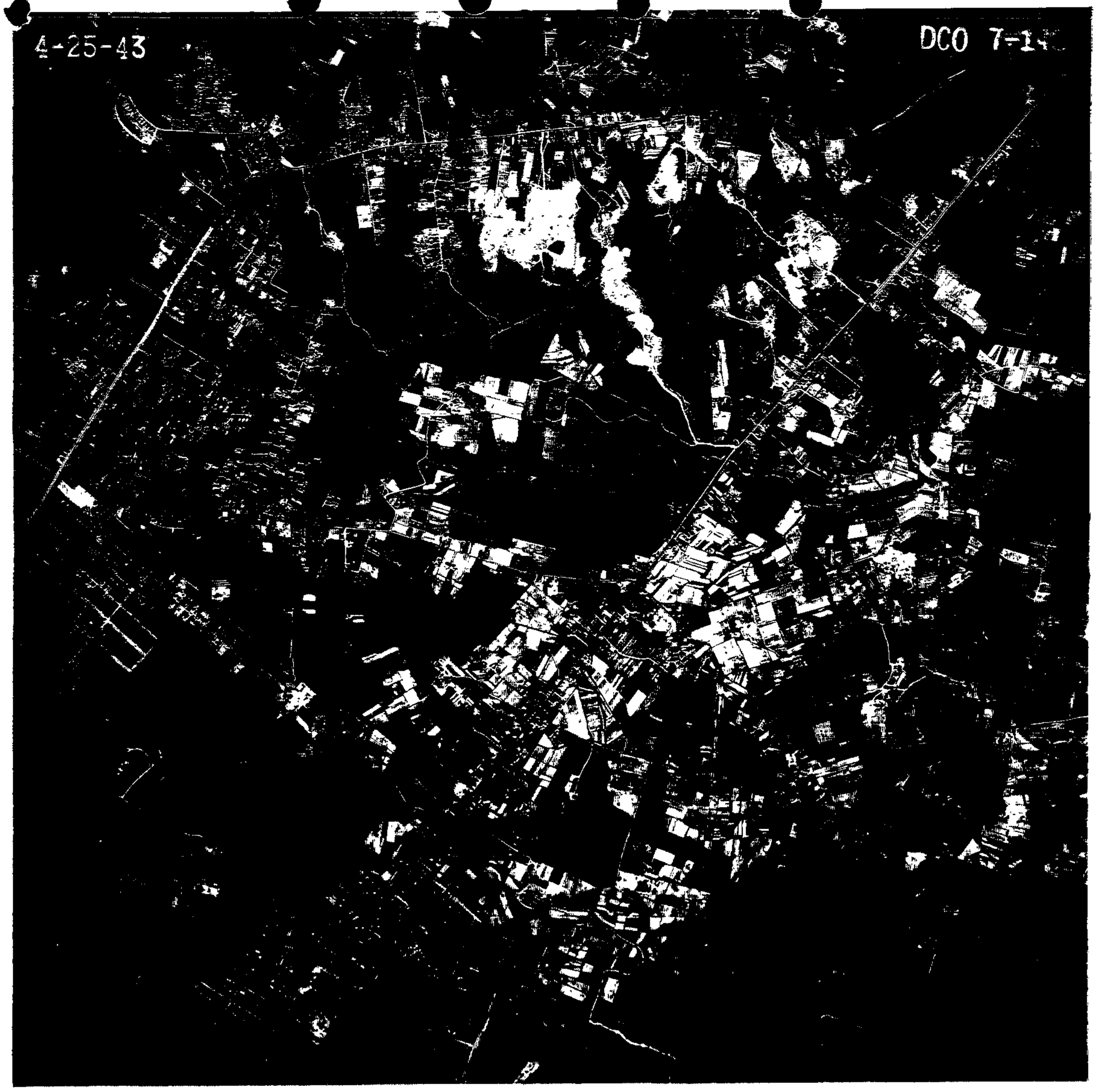
To all to whom these presents shall come. Greeting:

By virtue of the authority vested in me by the Archivist of the United States, I certify on his behalf, under the seal of the National Archives of the United States, that the attached reproduction(s) is a true and correct copy of documents in his custody.

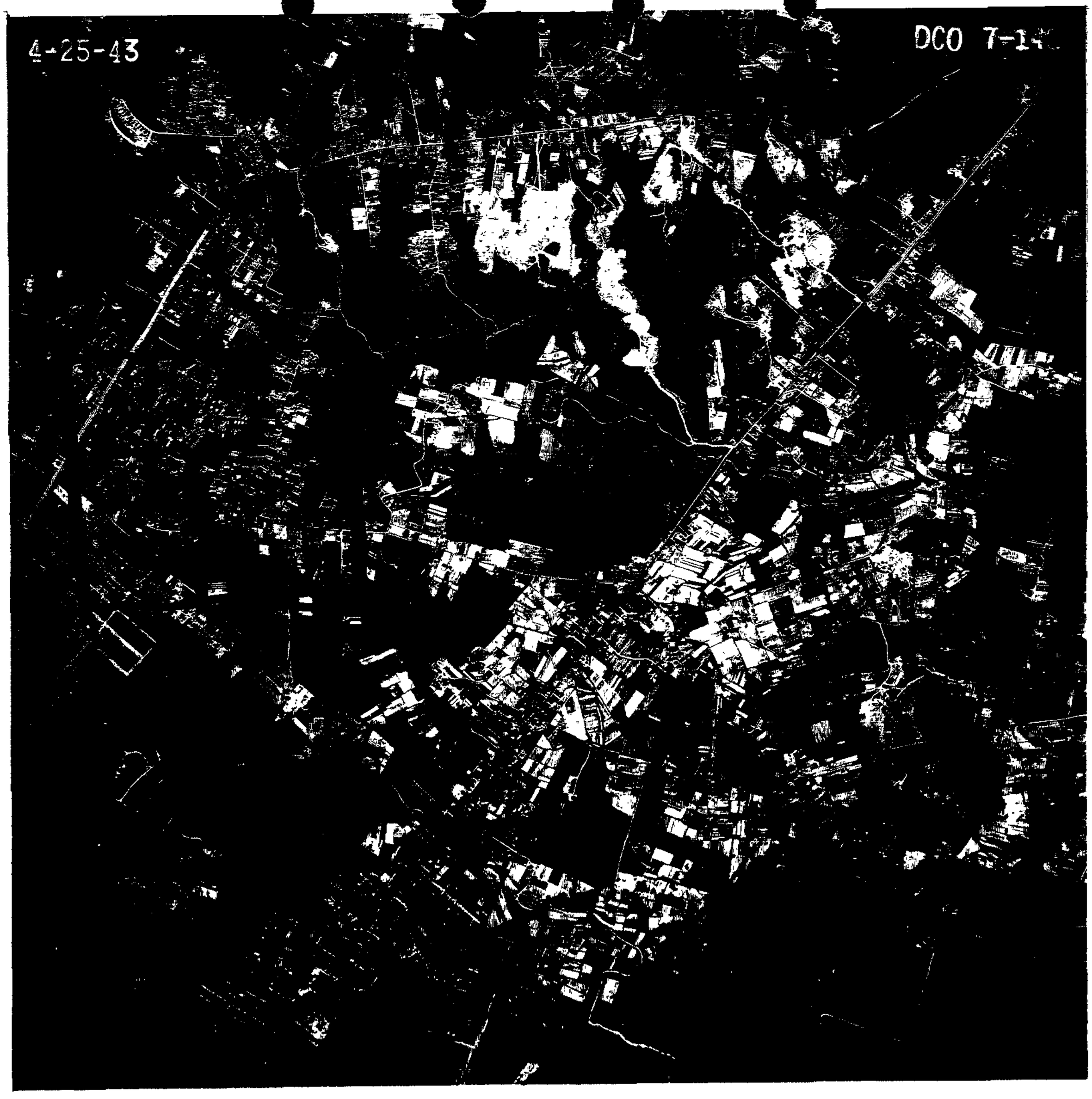
SIGNATURE Robert E Richardson	
NAME ROBERT E. RICHARDSON	DATE 06 [illegible]
TITLE Director, Special Media Archives Services Div.	
NAME AND ADDRESS OF DEPOSITORY The National Archives Washington, D.C. 20408	

NA FORM AP[illegible]

Pet Ex 17



Pet Ex 18


4-25-43
DCO 7-14

Pe Ex #9 (Below)

448 Crisfield Drive
Abingdon, MD 21009

January 14, 1999

Dear Mr. R. Leong,

I received a phone call today from Mr. Michael Brushe, your tenant, explaining your current situation pertaining to the cottage at 8721 Wendell Avenue. I answered Mike, as I answered you a couple of months ago when you called me at my place of employment. To the best of my knowledge , and that of my siblings, the cottage was occupied at the time we moved in. My parents moved to 8719 Wendell Avenue in, I believe, June of 1966 when I was 5 years old. If the cottage wasn't occupied at that time, as I believe it was, then it was occupied shortly thereafter when the Nelsons moved in later that year.

If I can be of further assistance, please feel free to contact me. Good luck in your endeavor.

Sincerely,

Albert C. Miller, Jr.

Albert C. Miller Jr.

Pet Ex #11

To Whom It May Concern:

My name is Michael Brushe, I have lived at 8721 Wendell Ave. for more than five years. The cottage that I live in is part of the property at the address of 8719 Wendell Ave., presently owned by Robin Leong. He has owned the property for more than two years. During this time I have found Robin to be a conscientious landord along with being a friend of mine. Whenever there was a problem on the property and it needed attention, Robin handled it quickly and correctly.

Additionally, Robin and I have discussed at various times additions to the property that would improve my living situation and enhance its' value. Prior to Robin taking possession both structures were in good condition, however, afterward he made significant improvements to his house, replaced the furnace and water heater in my cottage and his mother has been the catalyst for a major landscaping project.

Without a doubt Robin Leong has made a creative impact on the property that he owns and is a positive force in the community in which we we are both members. If you require any additional information or have any questions about this matter, please do not hesitate to contact me at 410-668-7134.

Sincerely,

Michael Brushe

Michael Brushe

Pet Ex 19

Baltimore County
Department of Permits and
Development Management

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

January 18, 1996

Ms. Karen Lyon
Coldwell Banker Grempler
14228 Jarrettsville Pike
Phoenix, Maryland 21131

RE: Zoning Verification
8719 Wendell Avenue
14th Election District

Dear Ms. Lyon:

A letter from Teik Seng Leong dated January 2, 1996 has been referred to me for reply. Based upon the information provided therein and our research of the zoning records, the following has been determined.

The property known as 8719 Wendell Avenue is currently zoned D.R.-5.5 (Density Residential, 5.5 dwelling units per acre). Please be advised that per Section 402 of the Baltimore County Zoning Regulations (BCZR), the property meets the minimum lot area requirements for three units. However, this office cannot finally confirm compliance for minimum lot width and setback requirements until a detailed as-built site plan is submitted to this office.

A legal non-conforming use can be obtained by a special hearing provided compliance with Section 104 of the BCZR is met. Enclosed, please find the information booklet and necessary forms to do this.

Enclosed, please find a copy of the Baltimore County zoning map #NE-8E, as well as copies of Sections 402 and 104 of the BCZR pertaining to the subject property.

I trust that the information set forth in this letter is sufficiently detailed and responsive to your request. If you need further information or have any questions, please do not hesitate to contact me at 887-3391.

Sincerely,

Jun R. Fernando
Jun R. Fernando
Planning & Zoning Associate III
Zoning Review

JRF/jnw

Printed with Soybean Ink
on Recycled Paper

IN THE MATTER OF:
TEIK SENG LEONG - Petitioner/Owner
8719-8721 WENDELL AVENUE
14th Election District
6th Councilmanic District

* BEFORE THE
* BOARD OF APPEALS
* OF BALTIMORE COUNTY
* Case No. 99-338-SPH

* * * * * * * * * * *

SUBPOENA

TO: RUTH ECCLESTON
3411 PUTTY HILL ROAD
BALTIMORE MD 21234

You are hereby summoned and commanded to be and appear personally before the ~~Zoning Commissioner/Deputy Zoning Commissioner~~ BOARD OF APPEALS of Baltimore County in Room Hearing Room 48, Old Courthouse
400 Washington Avenue, Towson, Maryland 21204

and to bring _____

on the 25th day of October, 2000 ~~199~~, regarding the above captioned case, for the purpose of testifying at the request of the Petitioner

Charlotte E. Radcliffe
Appeals Clerk

ISSUED: _____

RECEIVED
COUNTY BOARD OF APPEALS
00 OCT 18 AM 10: 39

P.C. #11

DATE: 10-25-00

PEOPLE'S COUNSEL'S SIGN IN SHEET

CASE: 8719 Wendell Ave

The Office of People's Counsel was created by County Charter to participate in zoning matters on behalf of the public interest. While it does not actually represent community groups or protestants, it will assist in the presentation of their concerns if they do not have their own attorney. If you wish to be assisted by People's Counsel, please sign below.

Check if you wish to testify.	Name/Address Phone No.	(Community Group You Represent?) Basis of Your Concerns
✓	RUTH BAISDEN, GREATER PARKVILLE, COMMUNITY COUNCIL	7706 OAK AVE. 21234 410 668 2580 - uphold regulations related to apartments
	ALICE M. BAKER PARKVILLE COMM. COUNCIL	2307 ELLEN AVE 21234 410-668-4496
✓	Audrey & Raymond Geisendaffer	8700 Wendell Ave 21234
✓	ALVERA RUSH	3307 Putty Hill Balto. Md. 21234
✓	ARTHUR L. BELL	8722 Wendell Ave. Balto. Md. 21234
✓	EDMUND TYSZKIEWICZ	8714 Wendell Ave Balto. Md. 21234

P.C. #4

RENTAL (LEASE) AGREEMENT

DATE November 20, 1993

RENTAL UNIT/PROPERTY: 8721 Wendell Ave. (Cottage), Baltimore, MD 21234

TENANT(S): Michael Brushe

IN CONSIDERATION of the Owner renting the premises to the Tenant(s), as listed above, the Tenant(s) hereby understand and agree to the following terms and conditions:

USE OF PREMISES: The leased premises shall be used by the Tenant for residential purposes only. No commercial or business use of the premises shall be allowed. Also, the Tenant shall not do or permit to be done any act, careless, hazardous or otherwise, which might cause fire, contravene any fire and/or liability insurance policy in force on the premises or increase the rate of such insurance.

OCCUPANCY: No persons, other than the Tenants as listed above, shall occupy the premises without the prior written consent of the Landlord.

ADVANCE PAYMENTS: Prior to taking possession of the premises, the Tenant has paid the Landlord the amounts as itemized below:

A. Security Deposit: $ 395.00 ; Date Received: 11/20/93
B. Monthly Rent Payment: $_____
C. Prorated Rent Payment: $_____, for _____ days

TERM: This lease shall be for a term of One month beginning on the first day of the month and ending on last day of the month. At the end of the term this lease shall continue from month to month unless terminated, in writing by Certified Mail, by either party at least 30 days prior to the end of the original term or any term in continuation of the original term. The Tenants obligation to pay rent continues during the 30 day notice period. The Tenants security deposit shall not be used by the Tenants as payment towards the last month's rent.

RENT: The Tenant shall pay the Landlord monthly rent, in advance, in the amount of $ 395.00 beginning on 12/1/93. The rent is due on/by the 1st day of each month, without setoff, deduction or the need for demand or notice, at the home of the Landlord or at such other place as may be specified. The initial month's rent, if tenancy begins after the first day of the month, will be prorated as to the actual date when tenancy begins. Increases in rent may periodically take place, with at least a one month notice given, but no sooner than one year from the start of tenancy (the Tenant's violation of certain conditions of this lease may result in fees or charges that are due/payable as additional rent, and as such are not covered under the above). If the Tenant agrees to the rent increase then a copy of the notice, signed and dated by both parties, will be attached to the original lease becoming a part thereof, and as such the original lease will continue in force with the rent increase being a part of it. If a check is accepted by the Landlord from the Tenant for rent payment, it is purely as an accommodation to the Tenant. If the check is dishonored by the bank, the Tenant agrees to pay the Landlord for any fees which may be imposed upon the Landlord from his banking institution. The issuance of dishonored checks by the Tenant shall result in the Tenant having to pay the monthly rent in cash or by money order.

SECURITY DEPOSIT: Upon execution of this lease the Tenant shall be required to deposit with the Landlord a security deposit in the amount of $ 395.00. The Landlord hereby acknowledges receipt of the security deposit from the Tenant in the amount of $ 395.00. The amount of the security deposit may not be more than 2 months rent.

The security deposit, or any portion thereof, may be withheld for unpaid rent, late fees, court costs, damages due to the Tenant's breach of this lease, and damages to the premises caused by the Tenant, their family, agents, employees, social guests, and/or pets in excess of ordinary wear and tear. Tenants have the right to be present when the Landlord or his Agent inspects the premises in order to determine if any damage was done to the premises if the Tenant notifies the Landlord by certified mail at least 15 days prior to the day of moving or of their intention to move, the date of moving, and their new address. Upon receipt of the notice, the Landlord shall notify the Tenant by certified mail of the time and date when the premises are to be inspected. The date of inspection shall occur within five days before or five days after the date of moving as

I hereby assign all right, title and interest that I have to the within lease to Teike Seng Leong

Hartley Miller
Personal Rep of the Estate
Delores M. Miller

P.C. #9

Greater Parkville Community Council

Help Unite Northeast Baltimore County - For A Better Community

RESOLUTION

Resolved: That at the meeting of the Greater Parkville Community Council (GPCC) held June 7, 2000 it was decided by the Council that responsibility for review and action on all zoning and development related matters be the responsibility of the Board of Directors consisting of the following members:

Ernest Baisden, President
Robert Carpenter, Vice President
Jana Leonard, Treasurer
Ruth Baisden, Secretary
Alice Baker, Director
Phil Lee, Director
Ed Messier, Director
Rannie Connor, Director

As witness this day of August 1, 2000.

ATTEST:

Secretary

Board Member Witness

Greater Parkville Community Council

President

Board Member Witness

Greater Parkville Community Council

Help Unite Northeast Baltimore County - For A Better Community

AFFIDAVIT

STATE OF MARYLAND
BALTIMORE COUNTY

TO WIT:

I hereby swear upon penalty of perjury that I am currently a duly elected member of the Board of Directors of the Greater Parkville Community Council.

ATTEST:

Ruth Baisden
Greater Parkville Community Council

Secretary

President

Board Member Witness

Board Member Witness

August 1, 2000

Greater Parkville Community Council

Help Unite Northeast Baltimore County - For A Better Community

AFFIDAVIT

STATE OF MARYLAND
BALTIMORE COUNTY

TO WIT:

I hereby swear upon penalty of perjury that I am currently a duly elected member of the Board of Directors of the Greater Parkville Community Council.

ATTEST:

Alice M. Baker
Alice Baker
Greater Parkville Community Council

Secretary

President

Board Member Witness

Board Member Witness

August 1, 2000

Pet Ex 2A
Pc. CBA 2

May 3, 1999

Zoning Commissioner of Baltimore County
County Courts Building
Towson, Maryland 21204

Re: Case #99-338-SPHA

As homeowners at 8712 Wendell Avenue, Baltimore, MD. 21234, we would like to voice our strong objections to the requested zoning changes for the above captioned case. We regret that we are unable to attend this important hearing but we both are committed daily to picking up a number of grandchildren from various schools.

We live in a well-established stable neighborhood consisting of single family homes on approximately quarter acre lots. Most residents have spent considerable energy in creating and maintaining a desirable and comfortable community. To allow these already congested parcels of land in question to become further congested, particularily for use as rental properties, would be extremely unjust for the many long-time residents of this area.

We understand that individuals, for whatever purpose, have the right to request changes; however, we must look to the wisdom of our government officials to render decisions that protect the integrity of existing communities. We sincerely trust this will be done.

Thank you for your time and consideration.

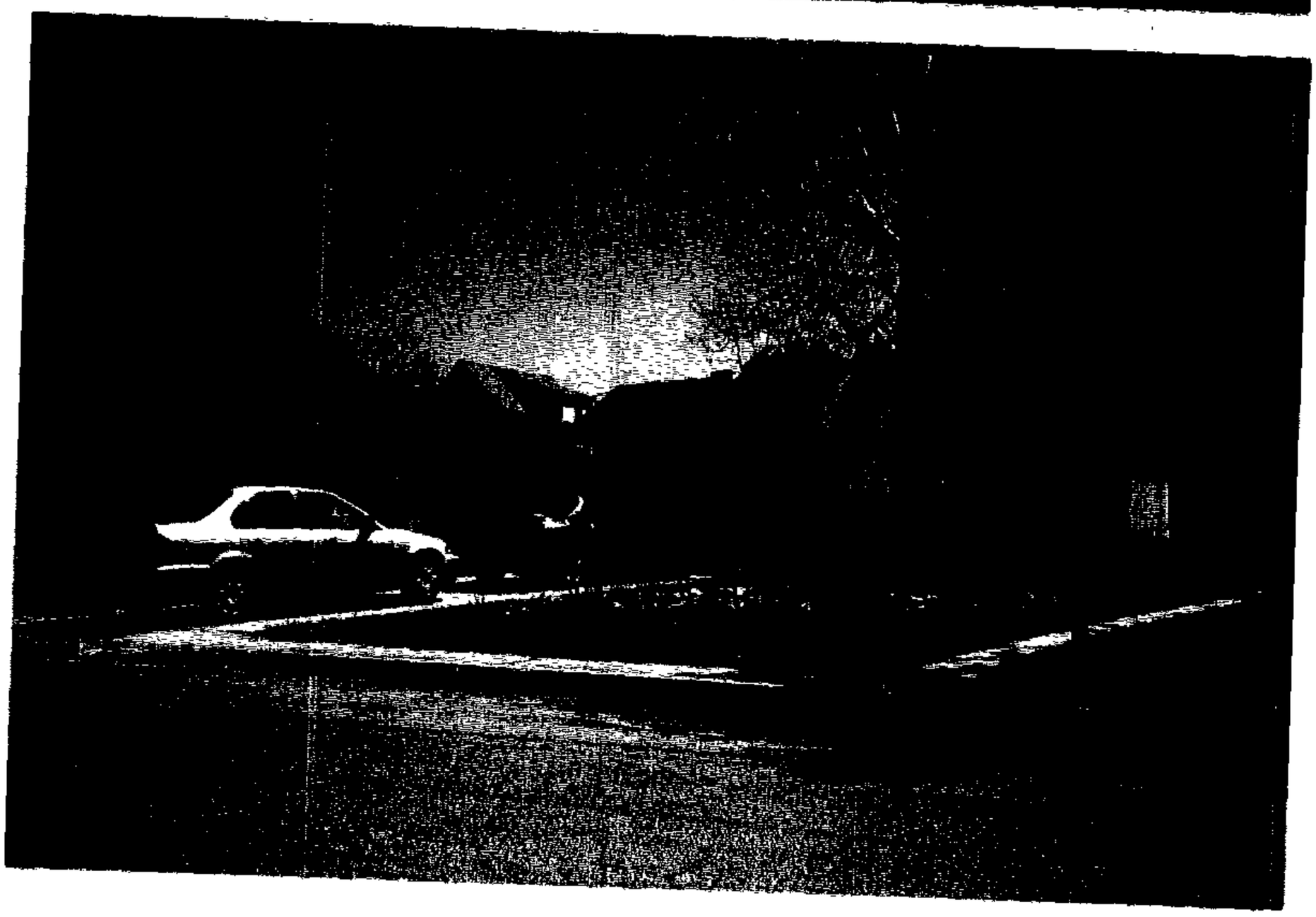
Very truly yours,

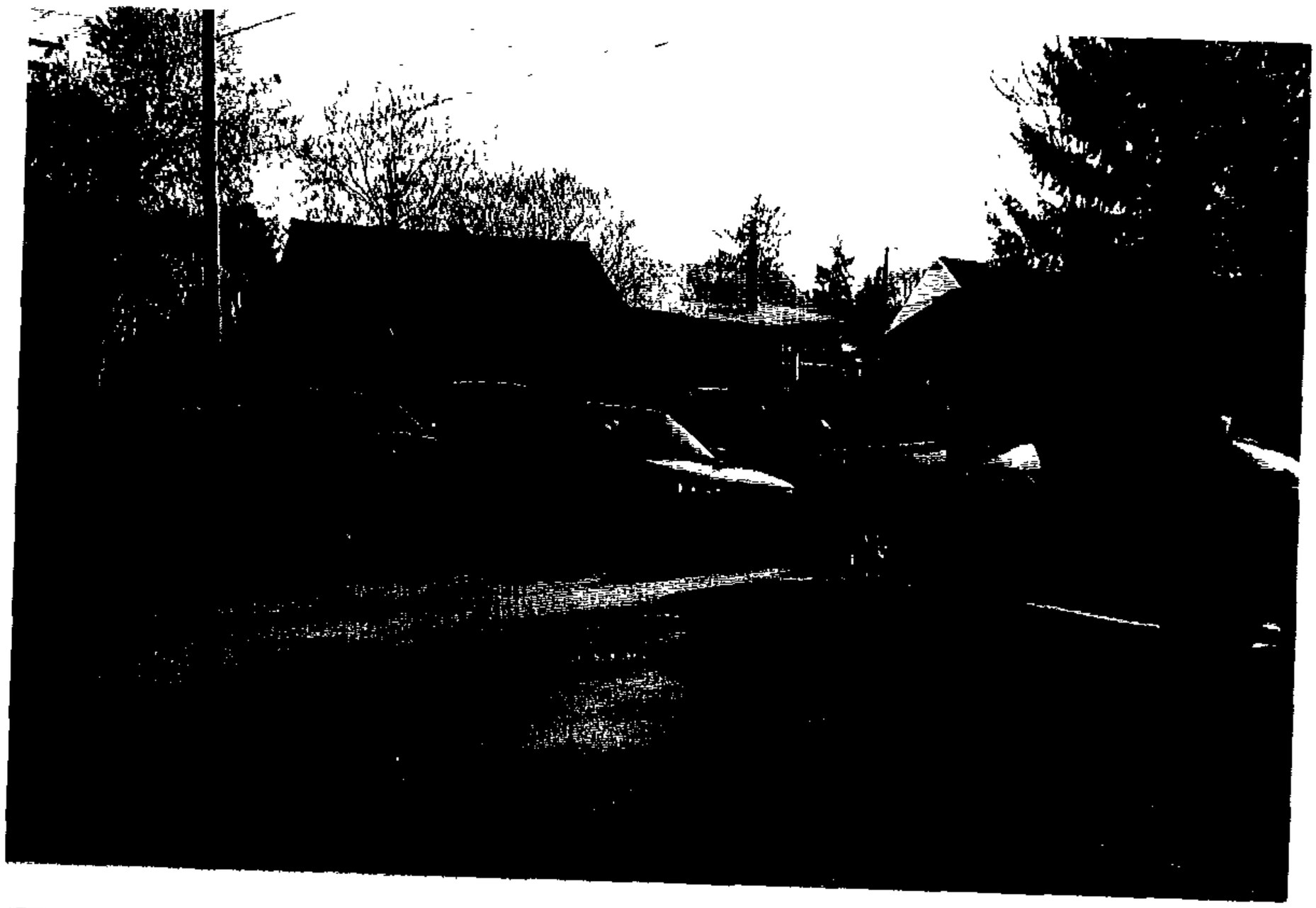
Frederick M. Wood

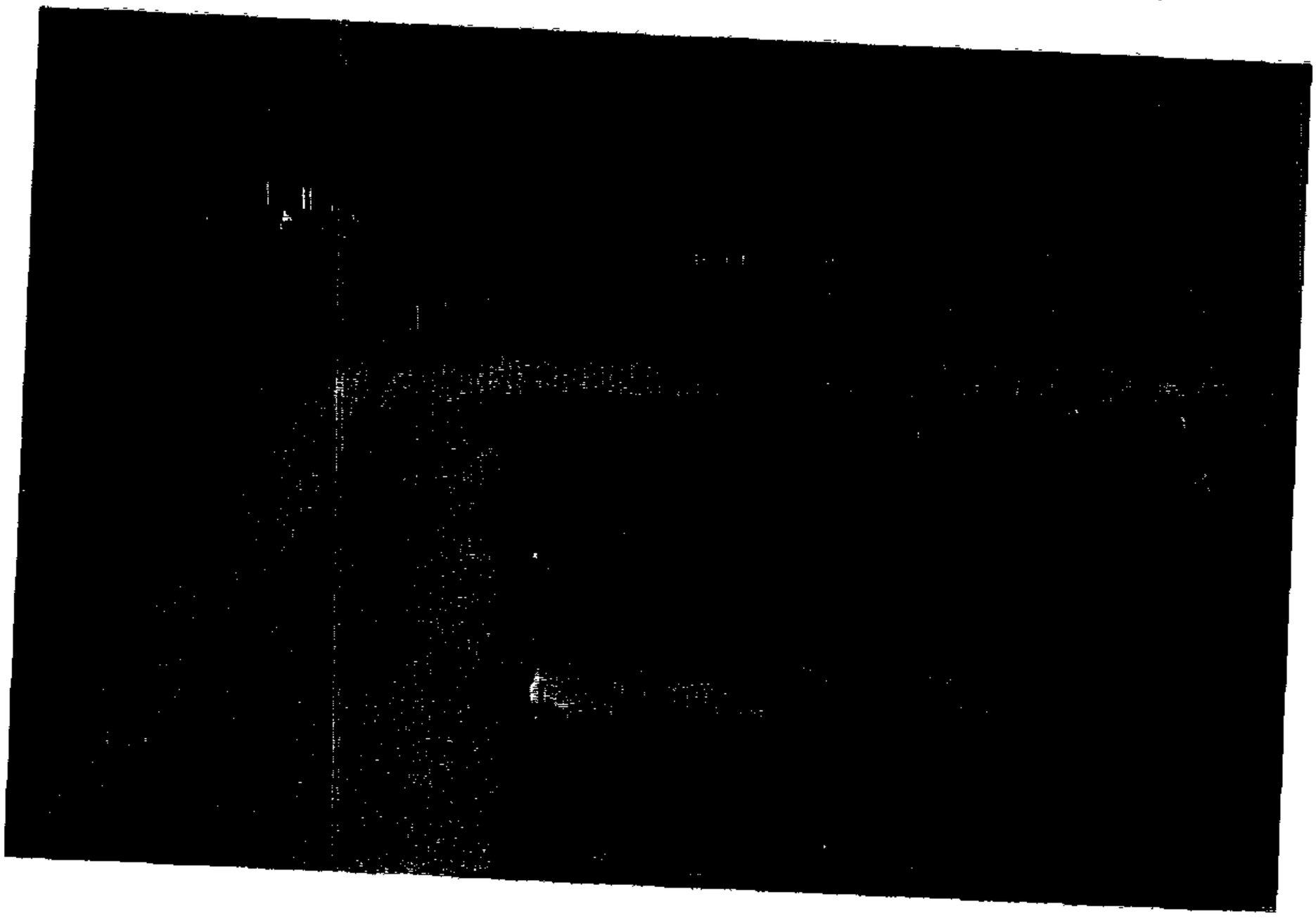
Frederick M. Wood, Sr.

Shirley M. Wood

Shirley M. Wood







99-338-SPHA

Protestants' Photographs

#1

(7)

IN THE MATTER OF:	*	BEFORE THE
TEIK SENG LEONG -	*	COUNTY BOARD OF APPEALS
Petitioner/Owner	*	OF
8710-8721 Wendell Avenue	*	BALTIMORE COUNTY
14th Election District	*	Case No. CBA-99-338-SPHA
6th Councilmanic District	*	October 25, 2000

* * * * *

The above-entitled matter came on for hearing before the County Board of Appeals of Baltimore County at the Old Courthouse, 400 Washington Avenue, Towson, Maryland 21204 at 10 a.m., October 25, 2000.

* * * * *

Reported by:

C.E. Peatt

Page 2

1 APPEARANCES:
2
3 NANCY E. PAIGE, Esquire
4 On behalf of Petitioner
5 CAROLE S. DEMILIO, Esquire
Deputy People's Counsel
6 On behalf of Protestants
7
8
9
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Page 3

1 PROCEEDINGS
2 * * * * *
3 THE CHAIRMAN: Good morning, everyone. We are
4 here on the meeting of the County Board of Appeals for
5 Baltimore County. Today is October 25, 2000.
6 We are here in Case No. 99-338-SPHA, which is in
7 the matter of -- and let me ask some guidance to
8 pronounciation?
9 MS. PAIGE: Teik Seng Leong, who goes by the name
10 of Robin, which makes it easier for all of us. Mr. Leong.
11 THE CHAIRMAN: How about Mr. Leong? I can handle
12 "Mr. Leong." In the matter of Teik Seng Leong, the
13 petitioner/owner, 8719-8721 Wendell Avenue, in the 14th
14 Election District and 6th Councilmanic District.
15 We are here relative to a June 24, 1999 denial by
16 the Deputy Zoning Commissioner in part and a granting in
17 part of restrictions, and a November 29th, I notice in the
18 file, Motion for Reconsideration, which was also denied
19 below.
20 Counsel, if you would, for the record, please.
21 MS. PAIGE: Yes, sir. Nancy Paige, attorney for

Page 4

1 the petitioner, or appellant at this stage.
2 MS. DEMILIO: Carole Demilio --
3 THE CHAIRMAN: Keeping things neat, we'll leave
4 you the petitioner.
5 MS. PAIGE: Very good. Thank you.
6 MS. DEMILIO: Carole Demilio, Deputy People's
7 Counsel, for Baltimore County.
8 THE CHAIRMAN: That way, we'll be consistent with
9 the record. Okay. Do we have any preliminary matters of
10 of any sort? Any housekeeping?
11 (No response.)
12 THE CHAIRMAN: All right. Opening statements?
13 MS. PAIGE: Yes, sir. Mr. Chairman, members of
14 the Board, this case arises out of two separate petitions
15 which were heard together and consolidated under the
16 numbers that the Chairman referenced.
17 There was a request for variances involving width
18 of yard, width of lot and side yard and a shed in the
19 front yard and also some parking variance.
20 All of those variances were granted, and there
21 was a separate petition to permit three dwelling units in

Page 5

1 two buildings on the same lot as a nonconforming use.
2 It is the second petition that we have appealed,
3 the denial of the second petition.
4 The evidence will show that the house, the main
5 house on this property, was built in 1927. And there is
6 evidence also in the record, documentary evidence in the
7 form of aerial photographs and the photogrammetric maps --
8 I hope I've got that right -- that are prepared by the
9 county from aerial photographs to indicate that there were
10 two buildings on this property at least as early as 1953.
11 The deeds starting from 1939 refer to lot and
12 buildings. There's a deed of '39, '46, '54 and '66, all
13 of which refer to buildings in the plural, so there was
14 more than one building on the property.
15 At the present time, there are actually three
16 buildings, but it is highly unlikely that the third, which
17 is a shed of the kind we see frequently, the prefabricated
18 sheds people use for tools on residential property, was
19 there early on. That's a much more modern building.
20 The older buildings are the original house and
21 what we refer to now as the cottage, and it's not clear,

Page 6

1 although there's been some testimony it may originally
2 have been a chicken coop, it has been a cottage for many,
3 many years.
4 It's undisputed, I believe, that the cottage has
5 been inhabited -- if that's the proper word -- for at
6 least thirty years, and there is evidence that it has been
7 used as a residence for close to fifty years. And you
8 will hear from one of the neighbors, fortunately, who
9 remembers way back into the fifties.
10 There is also some other evidence that indicates
11 that the cottage was used as a house early on, and that is
12 the assessment records. The assessment records, which I
13 will put in the record, there are several things I am
14 referring to now which were in the record below and I will
15 offer into the record when I finish, if I may, but there
16 are assessment records from the 1940s. There's a gap, and
17 we have searched mightily for the records between the
18 forties and the nineties, and we never were able to locate
19 them, but there are assessment records from 1941 through
20 1947 which indicate that prior to 1941 only the land was
21 assessed at $300. And in 1941, the land received an

Page 7

1 increase in assessment to $400, a $100 increase, and for
2 the first time we see a reference to a house that says
3 assessment of $800.
4 In 1942, the land continues at $400, but there's
5 a $250 addition to the assessment, which is better than
6 thirty percent of the value of the house, so it was a very
7 substantial improvement in 1942, which brought the
8 improvements to $1,050.
9 And in 1947, another bump in the assessment on
10 the improvement, the land still constant, of $50.
11 And we have no way -- we know both of those from
12 the assessment records are an addition to the house, but
13 we don't know what they were from those records.
14 However, you will hear testimony that, again from
15 the early '50s, there was a tenant in the main house, two
16 families living, or two separate households, in the main
17 house, and an occupant in the cottage.
18 It's very likely those bumps in assessment
19 reflect the major improvements in the house because the
20 ratio of land to improvement has remained relatively
21 constant since then, and if there had been a division in

Page 8

1 1947 that permitted an additional rental unit on the
2 property, I would expect that there would be a major bump
3 in the improvement in the assessment if we had gone from
4 one or two, to two or three living units. We would
5 expect, I think, a major bump in the assessment.
6 But as of 1997, also in the record, the ratio is
7 pretty close, it's 74 percent improvement to 26 percent in
8 land in 1947, and 77 percent improvement to 23 percent in
9 land in 1997.
10 I think that one could draw an inference that
11 nothing major happened to these buildings in that
12 intervening period, even though we are unable to find the
13 record.
14 Now, as I indicated at the beginning, the
15 buildings themselves were there in 1953 and evidenced by
16 the photogrammetric maps. Under the zoning regulations,
17 prior to 1955, one and two family homes were permitted in
18 the residence district and the lot area requirement was
19 5,0000 square feet per dwelling, and a dwelling is defined
20 to include a one-family dwelling or a two-family dwelling.
21 So that, under that interpretation, only 10,000

Page 9

1 square feet of lot area was required for the three
2 dwelling units.
3 However, even if each dwelling unit were treated
4 as requiring a separate amount of lot area, according to
5 the assessment records the square footage of the lot was
6 15,000 square feet, so three dwelling units would have
7 been permitted prior to 1955, until 1955.
8 The code changed, and the minimum lot area was
9 then raised to 6,000 square feet for one family and 10,000
10 square feet for two families.
11 So we now have a deficit under the 1955
12 regulations of over a thousand square feet, if we
13 calculate the buildings as each requiring the minimum
14 square footage.
15 However, at the same time, in 1955, there was a
16 so-called conversion chart adopted, and thereby hangs the
17 tail. It is that conversion chart which is at the heart
18 of our being here today.
19 The conversion chart provided that a single
20 family dwelling converted to a two family dwelling
21 required 10,000 square feet, but that each additional

Page 10

1 dwelling required 3,000 square feet for a total of 13,000
2 square feet.
3 Now, the assessment records -- and I will
4 introduce a plat from 1923 -- reflect that this lot
5 contained 15,000 square feet. According to the plat that
6 we have produced for purposes of the zoning proceeding,
7 the square footage is 14,800 and -- wait. I will get it
8 precisely.
9 Actually, it's slightly under 15,000, because in
10 the interim, the concept of gross area and net area
11 intervened. But in accordance with the assessment value
12 of this property and in accordance with the plat that
13 originally subdivided the land, there was enough land even
14 for three dwelling units under the 1955 regulations.
15 And, in any event, if the buildings were there in
16 1955, prior to 1955, it's our position the conversion
17 should be applied, and that there is sufficient square
18 footage for the third dwelling unit under the 1955
19 regulations.
20 In fact, that is the policy that was taken by the
21 zoning office when Mr. Leong bought this property in 1996,

Page 11

1 and we will offer today a copy of his contract which made
2 his sale contingent upon a decision by the zoning office,
3 the zoning authority, that the property met the standards
4 of the conversion table.
5 And, in fact, an opinion was requested to that
6 effect and there is a letter in the file from Jun
7 Fernando, dated January 18, which was the date of the
8 expiration of his contingency, that said that the property
9 meets the minimum lot area for three dwelling units.
10 There was a proviso in that letter that said
11 without a site plan, he couldn't determine whether the
12 dimensional requirements were met, the width and setback
13 and what have you. And ultimately, unfortunately, Mr.
14 Leong was not sophisticated enough to understand that that
15 could be a major problem for him, but, in fact, those
16 variances that were necessary because of those dimensional
17 shortfalls have been granted, so that issue is not before
18 us.
19 The issue that's before us is whether there is
20 sufficient lot area. And it is our position that because
21 the regulations are reasonably interpreted in accordance

Page 12

1 with Mr. Fernando's opinion, and I believe could be
2 reasonably interpreted today in the same manner, that even
3 if they are re-interpreted and this Board or a subsequent
4 court finds that Mr. Fernando and I are both wrong, that
5 under these particular circumstances we are entitled to
6 the benefit of the equitable estoppal position, or rule,
7 if you will, that was enunciated in the Permanent Finance
8 Corporation case at 308 Md. 239, back in 1986.
9 It's the extraordinary or at least unusual
10 situation in which an estoppal applies against a municipal
11 authority, that being where the regulations are subject to
12 two reasonable interpretations and a party relied
13 reasonably on the interpretation enunciated by the public
14 officials. If there were no ambiguity, we would not be
15 able to argue equitable estoppel based on Mr. Fernando's
16 letter, but because there's a clear ambiguity -- that's an
17 oxymoron -- I think we are within the paramaters of that
18 decision.
19 And so based both on the facts which will be
20 adduced in respect to the existence of three dwelling
21 units long before 1955, and the law of Permanent Finance,

Page 13

1 we believe that Mr. Leong should be permitted to continue
2 to maintain these dwelling units on this property.
3 He will testify to the hardship that he would
4 suffer were he not permitted to maintain three dwelling
5 units.
6 Obviously, that money helps to defray his
7 mortgage, and I think he will testify this he would not
8 even have qualified for a mortgage without the three
9 dwelling units, and no question was ever raised by the
10 bank as to the zoning, the propriety of the zoning when
11 they gave him this mortgage.
12 And there was no question Mr. Leong relied upon
13 Mr. Fernando's letter, because he bought the property only
14 with the assurance he could have three dwelling units.
15 Again, I emphasis, he did not understand, and he
16 will tell you what he was told at the time, about the
17 dimensional issues.
18 But he has solved those dimentional issues, and
19 the only thing that stands in his way at the moment is the
20 issue of minimum lot area.
21 So with that, I would allow Ms. Demilio to make

Page 14

1 her statement. But this is an interesting case with some
2 rather specific legal issues which don't usually arise in
3 these sort of disputes, but I think they are telling under
4 the circumstances here. Thank you very much.
5 THE CHAIRMAN: Okay. Ms. Demilio.
6 MS. DEMILIO: Thank you, members of the Board.
7 Our office is involved in this case because we think the
8 development as proposed by the property owner here
9 actually increases density that we don't think is
10 permitted under the Baltimore County zoning regulations,
11 so we are very much interested in this case.
12 I would also like to point out that this is a de
13 novo hearing, and our position is that all issues are
14 before this Board, for a couple reasons.
15 One, they are so intertwined, it would be
16 impossible for the Board to look at the relief requested
17 and make a decision hearing this case as original
18 jurisdiction if all the issues, that is, the variance, the
19 special hearing issues, were not all before this Board.
20 I didn't raise that as a preliminary matter
21 because I think that will unfold as we present the case,

Page 15

1 and the Board can then make its decision. But I think
2 it's impossible for the Board to make a decision on this
3 case without looking at the entire case.
4 We disagree with Ms. Paige's interpretation of
5 the facts, and we also disagree with her presentation of
6 the law. As far as the facts are concerned, we have
7 witnesses from the neighborhood who are going to testify
8 concerning their recollection and their observation of
9 what occurred at this particular piece of property.
10 Ms. page is correct in saying this is an
11 interesting case, and I think it can be a complicated
12 case, a little bit hard to understand.
13 So on the premises that everything we learned, we
14 learned in kindergarten, I put together a package of what
15 I think are the issues in a sort of color code, and
16 included in the package are things that I am sure Ms.
17 Paige won't have any objection to, because they are either
18 drawn from her exhibits below, that is, the site plan, or
19 the Zoning Commissioner's policy manual, or the Baltimore
20 County zoning regulations, or one other piece of evidence
21 which is a real property printout I don't think she has

Page 16

1 any dispute with, she's already mentioned preliminarily.
2 I would just like to show that to her, and then
3 proceed with my opening argument by taking the Board
4 through this package and trying to describe --
5 THE CHAIRMAN: Excuse me. But you're not
6 offering this as evidence?
7 MS. DEMILIO: No. But what's in here will come
8 out otherwise. It's a matter of record. It's the law.
9 It's the Zoning Commissioner's policy manual, the zoning
10 regulations.
11 If we look at the first page, we see a portion of
12 the petitioner's site plan I assume will be offered for
13 evidence in this case. The yellow -- the dwelling
14 outlined in yellow is the larger house or bigger house
15 that on this site plan is showing two dwellings, two
16 apartments, side by side apartments. The pink building is
17 what Ms. page referred to as the cottage which at some
18 time had been referred to or used as a chicken coop and
19 that, as I said, is outlined in pink.
20 Now, what I have tried to do is color code the
21 regulations that apply to either one of these structures

Page 17

1 in trying to explain the issues in this case, so if you go
2 to the second page, an excerpt from the Zoning
3 Commissioner's policy manual, it applies to both pieces of
4 property.
5 What the Zoning Commissioner's policy manual
6 says, if you have two uses on the property, such as we
7 have here, that each use has to fulfill the zoning
8 requirements for that particular use, even though the
9 property may not be subdivided.
10 So that the pink structure is a single-family
11 dwelling and the yellow structure is a two-family
12 dwelling. Each one of those has to satisfy the
13 requirements under the Zoning Commissioner's policy
14 manual.
15 I don't think this is disputed. And, in fact,
16 this was recognized by Mr. Kotroco in his opinion below.
17 Now, if we go to the third page, an excerpt from
18 the Baltimore County zoning regulations for development of
19 lots in the D.R. zoning district, or the D.R. zones --
20 excuse me -- if you look at D.R. 5.5, which is the zone
21 for this property, you will see that the lot area for a

Page 18

1 dwelling unit requires 6,000 square feet. This would
2 apply to the single-family dwelling.
3 The lot width has to be a minimum of 55 feet and
4 on across the line there setting forth the side yard
5 requirement, the rear yard requirement, and the lot area,
6 so that is what the pink outline structure would have to
7 satisfy under the zoning regulations.
8 The next page is conversion of one-family
9 dwellings into more than one-family, two or three. Again,
10 you look at the D.R. 5.5, it is highlighted in yellow
11 because that's pertains to the larger house. It's a
12 semi-detached house.
13 My understanding, the apartments here are
14 side-by-side, and that term had been used under the zoning
15 regulations. It was called semi-detached. Two-family
16 required 10,000 square feet and the side yard setback set
17 forth there on that table, so it's our position that's
18 what the yellow larger building would have to satisfy.
19 So if you look at the area for the two, it's
20 6,000 for the pink and 10,000 for the yellow. Add those
21 two together, it's 16,000 square feet.

Page 19

1 And on the next page, we'll see Mr. Leong's
2 ownership information. He's the owner of this property on
3 Wendell Avenue, and you can see he has only has 15,000
4 square feet, so right off the bat he's deficient in the
5 amount of square footage required for a single-family
6 dwelling and a multiple-family dwelling on this piece of
7 property.
8 So the two can't exist on this piece of property,
9 it's our position, without varying the area square
10 footage, and we contend that trying to vary that square
11 footage is really an increase in density. And this Board,
12 or the Board of Appeals heard a prior case on that in
13 which they specifically ruled that increasing area or --
14 excuse me -- asking for a variance requirement, if you
15 can't meet the area requirement, it's actually an increase
16 in density, which, as this Board knows, is prohibited by
17 the standards under 307 under the Baltimore County zoning
18 regulations.
19 So, initially, that was our concern with this
20 property. And, in addition to that, from time to time you
21 will refer to the tables, and you will see that Mr. Leong

Page 20

1 does not comply with some of the other setbacks and lot
2 requirements, front yard width requirement or rear yard
3 setbacks for the property as well as he's deficient in
4 this area for the plan proposed and he's also deficient in
5 setbacks requirements.
6 If you go to the next page, which I highlighted
7 in yellow an excerpt from the Zoning Commissioner's policy
8 manual, now, I know Mrs. Paige made reference to the fact
9 that the area requirements was satisfied for three
10 dwellings on the place because the requirement would be
11 13,000 square feet and they have in excess of 13,000.
12 But they don't meet all the setbacks
13 requirements. The Zoning Commissioner's policy manual
14 specifically states that if you are converting a
15 single-family dwelling to a multiple-family dwelling, or
16 from two to three, or whatever the case may be, and your
17 setbacks are deficient, a nonconforming use does not
18 apply, so you have to come in for a new variance, or you
19 have to add additional property so you can meet the
20 setback requirements.
21 But the nonconforming use status doesn't allow

Page 21

1 them to convert the large house into a multi-family house
2 without complying and getting approval for the setback
3 requirements, and I don't believe that has ever been done,
4 even if they met the nonconforming use.
5 Finally, the last page is also an excerpt from
6 the Zoning Commissioner's policy manual, and it states
7 there specifically if a lot area is deficient when
8 converting a residence from single-family to
9 multiple-family, then the conversion cannot be approved
10 because, as I stated earlier, it's an increase in density.
11 And you can't obtain a variance to increase area which
12 would, in turn, increase density.
13 So what we actually have here is a property owner
14 whose lots are not in compliance with the current law, and
15 our evidence will show that the uses that he has on the
16 property right now were not in existence prior to the
17 crucial pivotal date under the Baltimore County zoning
18 regulations in 1955, and that neither house would comply
19 with the zoning regulations prior to that time, so it
20 doesn't qualify for a noncomforming use, and it must
21 conform to the current regulations.

Page 22

1 Also, Ms. page was talking about documentary
2 evidence that she intends to offer in this case. But if
3 you notice, what she was speaking of was really drawing on
4 conclusions from those, and you cannot draw conclusions
5 from documentary evidence without having someone here
6 explaining it, so that even if a building might have been
7 constructed on this site in 1927, it's the use that's
8 important for her to establish, whether it was used as a
9 two-family dwelling or not at that time.
10 It doesn't matter whether the tax records show
11 the assessment went up. We don't know why it went up. It
12 could have been an addition or improvement to the
13 property, but we cannot presume that because the tax
14 assessment went up, that the property was used for
15 two-family or three families.
16 You cannot presume it was used for anything other
17 than single-family without evidence of that, and that's
18 why that's a requirement to establish nonconforming use.
19 So it's not the existence of the structure that's
20 important, but the use at the time. And I would also just
21 like to point out she mentioned the word was used in the

Page 23

1 plural in the deeds. And every deed, I venture to say,
2 has that standard language in it. Whether they are one
3 building or more than one building, the standard language
4 in the deeds in no way indicates there's more than one
5 building unless that's an additional clause in a deed and
6 it's particular to this particular piece of property.
7 In terms of Jun Fernando's letter to her, I
8 looked in the file. I saw what Ms. Paige had put in
9 below, and that's not the whole story. We have the
10 follow-up letter to that which really says you're not in
11 compliance with the zoning regulations.
12 What Ms. Paige did not put in below was the
13 letter after asking Mr. Fernando the question about
14 whether they complied, and that's crucial in this case,
15 because he did answer correctly in his January letter when
16 he talked about area, the amount of area needed for a
17 multi-family dwelling.
18 Because if you go back to the tables that I
19 referred to, the fourth sheet that I gave you in the
20 packet, it's true the 13,000 square feet is needed for
21 three families in a D.R. 5.5 zone in order to convert a

Page 24

1 single-family dwelling.
2 It is our position that's what Mr. Fermando was
3 referring to, and that is not the case here. The
4 petitioner here is asking for two separate uses on the
5 property, a single-family dwelling and a multi-family
6 dwelling in the second building, the one that's outlined
7 in yellow.
8 So while they may have 13,000 square feet, they
9 don't comply with the two uses as I explained it when I
10 was going through the packet, so Mr. Fernando, I believe,
11 was correct in his response.
12 As I said, he also issued an additional letter to
13 the property owner. But even so, I must comment on
14 estoppal. The Permanent Finance case was the only case
15 the Court of Appeals has approved any kind of zoning
16 estoppel. It was on four points about how to measure the
17 height of a roof on a structure.
18 It had nothing to do with density or the more
19 important issue of density. Furthermore, equitable
20 estoppel would never apply if the advice given or the
21 letter given to a property owner violated the law.

Page 25

1 Estoppel isn't an approval of -- you can't rely
2 on illegal actions or advice that isn't founded on the law
3 in effect at the time. Estopple doesn't save you from
4 that. We think estopple has no application to this case,
5 Now, we have, as I said earlier, numerous
6 citizens here who have lived in the area for many, many
7 years and can testify about the use of the property at
8 this particular site, and we also have representatives
9 from community associations that will testify.
10 I will try not to have repetitive testimony.
11 There are several people that may be able to give
12 testimony, different testimony, but we'll try to avoid
13 repetitive testimony in order not to belabor the
14 evidentiary portion of the hearing. Thank you.
15 THE CHAIRMAN: Ms. Paige?
16 MS. PAIGE: Just briefly, I obviously don't have
17 any objection to the zoning regulations or the site plan
18 which was essentially a reproduction of what we submitted.
19 In fact, I would like to put ours on the board after I put
20 the whole file in evidence.
21 However, I do have a problem with the submission

Page 26

1 of the Policy Manual on two counts, and maybe there is an
2 answer, but it is my understanding that the Policy Manual
3 does not have the support of law. It's an opinion
4 certainly entitled to weight, but it does not have the
5 force of law, and the dates on the policy that are
6 submitted are 1992, and I don't know how long this policy
7 manual has been in existence, so I would object to the
8 policy manual principally on the issue of date.
9 I would also point out that, however, that we are
10 here not to approve a conversion, but to determine the
11 legal status of the conversion that's already occurred,
12 and I think the evidence will be irrefutable that the
13 conversion occurred many years ago.
14 We may disagree on what year it occurred, but we
15 are not here today to prove a conversion. And the
16 regulations speak to a building here after built, and that
17 begins in 1955.
18 THE CHAIRMAN: Maybe I can just interrupt you for
19 a second, with no disrespect, of course. We have gone
20 back and forth now.
21 The purpose of this Board is de novo to hear

Page 27

1 information.
2 Our process is usually that at the end of the
3 case, especially when there's zoning or somewhat more
4 technical issues involved, that we require memorandum from
5 counsel in lieu of closing argument.
6 Let me suggest that I am sure you and Ms. Demilio
7 are immersed in the information, and I am sure you could
8 probably both go back and forth for a good period of time.
9 Let's try to avoid that. Let's get right to the
10 testimony, and then you can draw whatever conclusions
11 about anything that you wish to do as to these documents
12 themselves.
13 What we generally will do is, if they are
14 offered -- and, again, nothing has been offered at this
15 point -- if any of these things are offered, ultimately
16 the question of when these particular pages came out of
17 what particular policy manual are certainly relevant as to
18 the weight the Board would give them.
19 You're certainly welcome to attack that
20 credibility, to raise those issues and questions, to point
21 out they may have superseded or changed or explained by

Page 28

1 later versions, and we'll get to that as either a counter
2 exhibit, if necessary, becomes an exhibit at any point, or
3 a cross examination of anyone who testifies, who tries to
4 use the information in this.
5 So there's really nothing to object to at this
6 point. I just want to give you a feel of how we deal with
7 the information as it comes in.
8 MS. PAIGE: The only point I was making, just
9 comment on, it's not the later version I am concerned
10 about. It's the earlier one.
11 THE CHAIRMAN: And my comment would be the same.
12 MS. PAIGE: Okay. I think at this point, if I
13 may, I would like to introduce the file from below.
14 THE CHAIRMAN: Let me make sure what we have.
15 Ms. Demilio, do you want to be involved in this?
16 MS. DEMILIO: I do have some objection.
17 THE CHAIRMAN: I'm going to try to do it as one.
18 First of all, let's satisfy ourselves of what it is you
19 want to put in.
20 Do you want to put everything you have here?
21 Let's take a look-see and see what you want specifically.

Page 29

1 (Discussion held off the record.)
2 THE CHAIRMAN. I'd like to see if there's
3 anything that anybody objects about, and maybe this may be
4 much to do about nothing.
5 Why don't we take two minutes, let's do that, and
6 we'll discuss anything that needs further discussion.
7 We are adjourned for two or three or five
8 minutes, depending on counsel.
9 (A recess was taken.)
10 THE CHAIRMAN: Okay.
11 MS. PAIGE: We have gone through the file below,
12 and what I would do is offer all of the exhibits that were
13 in the record below, and then Ms. Demilio will note her
14 objections.
15 THE CHAIRMAN: We'll just deal with them as they
16 come up.
17 MS. DEMILIO: We can't do it now?
18 THE CHAIRMAN: If you want. Let's do it slowly.
19 Give everything numbers first.
20 MS. PAIGE: What I was requesting to do is read
21 the numbers below.

Page 30

1 THE CHAIRMAN: We'll use our own number system
2 and remark them. That's what we do.
3 MS. PAIGE: Okay. Do you mind if I read them
4 into the record, what they were?
5 THE CHAIRMAN: It's really of no relevance what
6 was below. This is a de novo hearing. You give us
7 whatever you want to give us.
8 MS. PAIGE: What I will offer, this addition, but
9 I haven't pulled it out of the file, the first exhibit
10 then will be the special hearing and variance. Unless the
11 Board is prepared to rule at this point, I think you need
12 those to rule on the question of what this appeal covers.
13 MS. DEMILIO: I have no objection.
14 THE CHAIRMAN: So what we can do is give it a
15 number, and without objection it will become your No. 1.
16 So let's start from the top.
17 MS. PAIGE: Petition for special hearing would be
18 No. 1, and the petition for variance will be No. 2. The
19 description of the property is attached to those
20 petitions, and I think that should be incorporated in the
21 exhibit.

Page 31

1 MS. DEMILIO: No objection.
2 MS. PAIGE: No. 3 would be a deed dated December
3 4, 1939.
4 MS. DEMILIO: No objection.
5 MS. PAIGE: No. 4 is a deed dated -- well,
6 October 24, 1947, with some releases attached.
7 MS. DEMILIO: No objection.
8 MS. PAIGE: No. 5 is a deed dated December 1954.
9 MS. DEMILIO: No objection.
10 MS. PAIGE: No. 6 is a deed dated June 1966.
11 MS. DEMILIO: No objection.
12 MS. PAIGE: No. 7 is a true test of an assessment
13 record.
14 MS. DEMILIO: I do object to that. The reason, I
15 usually don't object to documentation evidence coming in
16 from county agencies, but this particular record is --
17 first of all, it's difficult to read, and there needs to
18 be an explanation of what the figures mean, and I don't
19 want the Board or the attorney trying to draw inferences
20 from what's on there without someone here to explain
21 exactly what it means and exactly what the figures

Page 32

1 represent, what the name represents, and the implications
2 of that.
3 And I think I have to object to it because
4 putting it in the way it is and referring to it and
5 drawing implications is a disadvantage for me not being
6 able to cross examination someone who has authority to
7 speak to this.
8 THE CHAIRMAN: Do you have any problem with what
9 it appears to be on its face, whatever inferences you or
10 Ms. Paige may draw from it?
11 MS. DEMILIO: That's the point, it's her exhibit.
12 I don't think she can draw inferences from it.
13 THE CHAIRMAN: I'm not saying she can, but at
14 this point to have it put in as an exhibit is simply a
15 matter of does it reflect that which is written on it.
16 It's a document from the agency. It purports to
17 be --
18 MS. DEMILIO: That's what I object to, because I
19 can't even understand stand what it says and how it
20 relates to this case, or the purpose of it.
21 THE CHAIRMAN: We are going to accept it and give

Page 33

1 it the weight we deem appropriate to it as explained and
2 commented on by counsel.
3 MS. PAIGE: Next is a copy of a public record
4 with a certified copy from the Metropolitan District
5 relating to sewer charges.
6 MS. DEMILIO: I have the same objection.
7 THE CHAIRMAN: I will accept it for the same
8 reason.
9 MS. PAIGE: That was No. 8. No. 9 is a letter
10 from Michael Brush -- wait a second. I am trying to keep
11 them in order. No. 9 is a letter from Donald Schafer,
12 who's a neighbor.
13 MS. DEMILIO: I would just note the Board accepts
14 letters, and give it the weight.
15 THE CHAIRMAN: That's exactly the point I was
16 going to make.
17 MS. DEMILIO: I think Ms. Paige agrees there's a
18 couple letters in the file from protestants, and they will
19 be given the same treatment.
20 THE CHAIRMAN: That's exactly how we will do it.
21 MS. PAIGE: The next one is a letter from --

Page 34

1 well, I am going to substitute -- this is not from the
2 file below, but I am going to offer at this point another
3 letter from Michael Brushe, because it is more current.
4 MS. DEMILIO: I raise the same issue.
5 THE CHAIRMAN: That's No. 10.
6 MS. PAIGE: Now, I am going to do the same thing
7 with a letter from Ms. Eccleston, who's here today, but
8 provided a letter below. However, I am providing an
9 updated letter.
10 THE CHAIRMAN: Is she here today? Do you intend
11 to have her testify?
12 MS. PAIGE: Yes.
13 THE CHAIRMAN: Why do we need a letter from her?
14 I will sustain the objection. Just have her tell us what
15 you'd like her to tell us.
16 MS. PAIGE: Then we have the photogrammetric to
17 which I have alluded.
18 MS. DEMILIO: I have no objection.
19 MS. WORRALL: That will be No. 11.
20 MS. PAIGE: The first one which -- are we up to
21 12?

Page 35

1 MS. WORRALL: No. Up to eleven.
2 MS. PAIGE: The photogrammetric map with date of
3 photography is 1953, but showing the revisions through
4 1985.
5 MS. DEMILIO: No objection.
6 MS. PAIGE: The next one is the same. These are
7 all on the same base map, but there's different dates, so
8 the same base map is Number 12.
9 THE CHAIRMAN: Something identifying it by date
10 will probably be sufficient.
11 MS. PAIGE: It's the same map without the 1985
12 revision. It's just a base map.
13 THE CHAIRMAN: Okay. Just as long as we can
14 refer to it and find it as we need it.
15 MS. PAIGE: Right. And the next one, well, it
16 was offered below, but the next below, as you reminded me,
17 it's a de novo hearing, I think the reason we offered this
18 next one below is because one was clearer than the other,
19 but they appear to be the same.
20 I'm going to offer both of them because they are
21 a different print, which have a slightly different

Page 36

1 perspective, so we'll offer the one -- there's no other
2 identification on it except the 1953 identification and it
3 had been certified by David Flowers and was Petitioners 16
4 below, it's the only way I can discontinue two of them.
5 MS. DEMILIO: I have no objection.
6 MS. PAIGE: The next one was 15 below. And it
7 seems to be the same identical map, but it a better print.
8 THE CHAIRMAN: Just so you understand, so we
9 don't have any confusion, we need -- we may have, as you
10 refer to them, and as you use them to the extent you do,
11 we'll make sure that they show on the actual documents in
12 a different color, our numbers. We'll do it as you use
13 them.
14 If you wind up not using something at the end of
15 the hearing, we'll put the number on from the list we
16 have.
17 MS. PAIGE: Now, can I have -- Ms. Demilio
18 referenced some additional letters between Jun Fernando
19 and my client, which were not in the record below.
20 I would like to offer them, but I can do that,
21 but through the witness.

Page 37

1 THE CHAIRMAN: I'd rather you did that.
2 MS. PAIGE: There was some pictures in the file
3 which I also with like to offer.
4 MS. DEMILIO: I have no objection.
5 THE CHAIRMAN: Will you be putting somebody on
6 describing what's in the picture?
7 MS. PAIGE: Yes.
8 THE CHAIRMAN: Why don't we do it then?
9 MS. PAIGE: Because I have pictures taken at
10 different times of the year that were offered below --
11 THE CHAIRMAN: If you're going to have somebody
12 actually tell us what we're seeing on the picture --
13 MS. PAIGE: Right. We'll do that. Okay. I am
14 returning the file to you, and I haven't pulled out the
15 petition, because they are anchored in there.
16 THE CHAIRMAN: That which otherwise normally
17 appears in the file is still part of our file.
18 MS. PAIGE: Thank you.
19 MS. DEMILIO: Ms. Paige and I would agree we
20 would treat two letters in the file from the protestants
21 the same as the Board is treating the pettioner, so I

Page 38

1 guess we'll call this People's Counsel 1, a letter from
2 Mr. and Mrs. Woodalll, or they are not here, so Mr. and
3 Woodall will be No. 1, dated May 3, 1999, and another
4 letter from Mr. and Mrs. Wood, Frederick and Shirley Wood
5 dated May 3, 1999, as People's Counsel CBA 2.
6 MS. PAIGE: I think that's it. I thank the Board
7 for their patience and time.
8 THE CHAIRMAN: We appreciate the efforts, Ms.
9 Paige.
10 MS. PAIGE: Thank you. I call Robin Leong,
11 TEIK SENG LEONG,
12 having been called as a witness, was duly sworn and
13 testified as follows:
14 THE CHAIRMAN: Your full name and address.
15 THE WITNESS: My name is Teik Seng Leong. My,
16 address, 8719 Wendell Avenue, Baltimore, Maryland 21234.
17 THE CHAIRMAN: Thank you.
18 DIRECT EXAMINATION
19 BY MS. PAIGE:
20 Q. Mr. Leong, you're the owner of the property that
21 we are concerned with today, correct?

Page 39

1 A. Yes.
2 Q. And there are two houses on your property at the
3 present time?
4 A. Right.
5 Q. At the time you purchased your property, did you
6 attempt to determine whether the zoning permitted the
7 tenancy that existed at that time?
8 Well, let me ask a preliminary question. At the
9 time you purchased your property, how many apartments were
10 in the main house?
11 A. Two separate apartments.
12 Q. Do you know who the tenants were at that time?
13 A. Yes.
14 Q. Who were they?
15 A. Susan Bruno and her daughter and Michael Brushe
16 in the cottage.
17 Q. Who lived in the other apartment in the main
18 house?
19 A. I believe is the owner's son that lived there.
20 Q. The owners were not living there when you
21 purchased the house?

Page 40

1 A. That, I'm not sure. I know they have furniture.
2 Everything is there. But I was told by the seller's agent
3 that --
4 MS. DEMILIO: I have to object.
5 THE CHAIRMAN: I will sustain the objection.
6 Sir, you answer, as we go through the testimony, you can
7 tell us what you know, what you have seen.
8 What was said to you by someone else, you can't
9 tell us what somebody else said to you. That's what we
10 call hearsay.
11 So you were fine until you said they told you,
12 and that's why she objected.
13 A. I believe that people living there because there
14 was furniture and all, the household applicances and
15 everything in the house. I never met the owner
16 personally.
17 Q. So there was somebody living in each of the
18 apartments in the main house, but you don't know the name
19 of the person who was living in one of those apartments?
20 A. I believe he's Cris Miller, who's the son.
21 Q. I think you said, but I wasn't sure I heard it,

Page 41

1 that Mr. Brushe was living in the cottage?
2 A. Yes.
3 Q. Did the cottage and the main house have the same
4 address?
5 A. No. Have 8721 Wendell Avenue.
6 Q. Which one?
7 A. It's the cottage --
8 VOICE: Excuse me. I don't mean to interrupt,
9 but is there anyway you can turn the P.A. system on, or
10 speak louder? We can't hear.
11 THE CHAIRMAN: Unfortunately, ma'am, you're not
12 the first person ever to make that comment. That is not
13 for amplification. We have these vents which are the vein
14 of our existence. Unfortunately, we don't control them.
15 They are managed in the building from a separate control.
16 We will try to get the witness to speak up a
17 little louder. I have to apologize. Sometimes you will
18 see we're leaning over.
19 VOICE: I didn't mean to be rude.
20 THE CHAIRMAN: Please keep your voice way up.
21 Okay?

Page 42

1 THE WITNESS: Yes.
2 Q. Mr. Leong, I'd like to show you a document and
3 ask you if you can tell the Board what it is. Do you
4 recognize this document?
5 A. Yes. This is the contract for the house that I
6 was buying.
7 MS. PAIGE: I'd like to offer that as Exhibit No.
8 15.
9 MS. WORRALL: We are only up to 14.
10 MS. PAIGE: Excuse me. No. 14.
11 Q. Mr. Leong, I'd like to show you document. Can
12 you tell the Board what that is, please?
13 A. This is a addendum to the contract for the house,
14 MS. PAIGE: I'd like to offer that as
15 Petitioner's 15.
16 MS. DEMILIO: No objection. Actually, we could
17 mark this as 14A so they go together, if that would be
18 easier.
19 Q. Mr. Leong, I'd like to direct your attention to
20 the first paragraph on the addendum. Would you read that
21 out loud for the Board, please?

Page 43

1 A. Sure. All aspects of the contract, including the
2 home inspection, shall be contingent upon the buyer
3 requesting and receiving a decision from Baltimore County
4 that the subject property is in compliance or can be
5 brought into compliance with the conversion charts under
6 Section 402. Buyer shall receive this decision no later
7 than Friday, January 19, 1996.
8 Q. Did you, in fact, request a decision from
9 Baltimore County with respect to that particular condition
10 of the contract?
11 A. Yes. My agent helped me wrote the letter to the
12 Baltimore County.
13 Q. I show you a letter dated January 2, 1996. Do
14 you recognize that?
15 A. Yes.
16 Q. Can you tell the Board what that was?
17 A. The letter to Baltimore County requesting that
18 this property be reviewed and determine if it is in
19 compliance with the conversion charts under Section 402.
20 It says, If 8719 Wendell Avenue does not meet the
21 requirements under Section 402, please provide me with the

Page 44

1 options that are available to me to either establish a
2 legal nonconforming use of the property or to obtain a
3 variance.
4 THE CHAIRMAN: Was that letter actually sent to
5 Baltimore County?
6 THE WITNESS: Yes.
7 MS. PAIGE: I'd like to offer that now, No. 15.
8 Change the other one to 14A.
9 THE CHAIRMAN: You mean 14A.
10 MS. DEMILIO: I am going to object.
11 THE CHAIRMAN: Off the record.
12 (Discussion held off the record.)
13 Q. Did you get a response to that letter?
14 A. Yes.
15 Q. I show you a letter January 18, 1996. Is that
16 the response?
17 A. Yes.
18 MS. DEMILIO: No objection.
19 MS. PAIGE: I'd like to offer that as Exhibit No.
20 16.
21 Q. Subsequent to receiving this letter, did you then

Page 45

1 purchase the property?
2 A. Yes.
3 Q. Did you recall what date you settled on the
4 property?
5 A. March 11, 1996.
6 THE CHAIRMAN: Could I see that, please?
7 Q. Did you discuss the letter you received from
8 Baltimore County with anyone in relation to the condition
9 of your contract?
10 A. Yes.
11 MS. DEMILIO: Objection. I'm sorry. I withdraw
12 that.
13 A. Yes, with my agent, who was helping me to buy the
14 house.
15 Q. Were you satisfied after you discussed it with
16 her that the condition of your contract had been met?
17 A. This is my first house. I didn't understand a
18 lot of the laws and regulations, so she --
19 THE CHAIRMAN: Keep your voice up.
20 A. -- so she's like the one who's helping me, guide
21 me. And as far as she told me, that this is the house

Page 46

1 within the law, and that all I have to do is send in the
2 required information.
3 Q. The required information is what's referred to in
4 this letter as a site plan?
5 A. Yes.
6 THE CHAIRMAN: Just to make sure I understand,
7 this person he discussed this with is the realtor he's
8 talking about?
9 MS. PAIGE: Yes.
10 Q. Did you then purchase and go to settlement on the
11 house in reliance on that letter?
12 A. Yes.
13 Q. After you purchased the house, did you make any
14 efforts to comply with the request in this letter that you
15 provide a site plan?
16 A. Yes.
17 Q. What did you do?
18 A. On March 15, I believe, I sent in the required
19 site plan.
20 Q. Did you get any response to that, providing that
21 site plan?

Page 47

1 A. Yes. I got a letter back.
2 Q. I am showing you a letter dated March 18, 1996.
3 Is that the letter you got?
4 A. Yes.
5 MS. PAIGE: I'd like to offer that letter as
6 Petitioner's No. 17.
7 MS. DEMILIO: No objection.
8 Q. Now, as of March 18, 1996, were you in a position
9 to not proceed with the purchase of your house?
10 A. I'm sorry. Say that again.
11 Q. Let me strike that question. Prior to the March
12 18, 1996 letter, had anyone told you that your house was
13 not in compliance with zoning?
14 MS. DEMILIO: Objection. Calls for a hearsay
15 answer.
16 THE CHAIRMAN: Did anybody else -- rephrase your
17 question.
18 Q. Did you receive any communication from the zoning
19 office between the time of the January 18, 1996 letter
20 from Jun Fernando and the time you settled on your house
21 that related to the zoning of your house?

Page 48

1 A. No, I did not.
2 Q. Was the March 18, 1996 letter that you received,
3 again from Jun Fernando, the first communication that you
4 received subsequent to the January 18, 1996 letter?
5 A. Yes.
6 Q. Would you have purchased your house had you not
7 received the January 18, 1996 letter?
8 A. Can you rephrase that?
9 Q. If you had not received the letter from Baltimore
10 County of January 18 -- which you can look at again -- if
11 you had not received that letter, would you have gone
12 forward with settlement on your house?
13 A. No.
14 Q. Now, what was it important to you to have the
15 information that's contained in the letter of January 18,
16 1996?
17 A. Because I wanted to make sure that I don't break
18 any laws.
19 Q. And why was it important to you that you have
20 three apartments on that property, three dwelling units?
21 A. Because, for the property, that I could not

Page 49

1 afford to buy the house. We have to have rental income
2 from the two properties.
3 Q. Would you have gotten the mortgage if you did not
4 have two rental units in addition to your own home?
5 A. Definitely not.
6 Q. At this time, I'd like to show you another letter
7 and ask you if you can identify it?
8 A. This is the letter I received from the last owner
9 who I bought the house from.
10 Q. When did you receive that?
11 A. On the day of settlement.
12 MS. PAIGE: I'd like to mark this as 18, please.
13 MS. DEMILIO: If I can have a moment to look at
14 it?
15 I am going to object, because I assume Ms. Paige
16 is offering this for the substance of it, and the
17 witnesses aren't here to testify.
18 The Millers aren't here, and could have been
19 subpoenaed.
20 THE CHAIRMAN: The purpose for the letter is to
21 prove the allegation?

Page 50

1 MS. PAIGE: Yes. I am going to offer it for this
2 purpose, but i.d.
3 THE CHAIRMAN: But that's the purpose to which
4 counsel is objecting?
5 MS. PAIGE: Yes.
6 Q. Mr. Leong, do you know where the Millers are now?
7 A. Mr. --
8 Q. The Millers that wrote this letter?
9 A. I believe -- I believe the son works at the
10 father's station.
11 Q. The father and mother that owned the house?
12 A. They were deceased before I bought the house.
13 Q. The people that wrote this letter are deceased?
14 MS. DEMILIO: Wait a minute. He said they were
15 deceased before he bought the house? So I don't know who
16 wrote this letter, and I have to object to it.
17 I don't know who these people are and who's she's
18 referring to when she said, Where are the Millers? For
19 the weight she's trying to give this letter, I must
20 object. Not the traditional type that says we support or
21 don't support.

Page 51

1 THE CHAIRMAN: And the reason for letting those
2 letters in, just so counsel is aware, is because the
3 Board's broad policy is to let community members who are
4 affected by an issue before this Board get an opportunity
5 to give that opinion, pro or con, whether they are
6 physically here or not, which is I agree is an entirely
7 different purpose than an evidentiary one.
8 MS. PAIGE: Well --
9 THE CHAIRMAN: Is there a date?
10 MS. PAIGE: No, there's no date. And I had
11 assumed, because it's signed by the Millers, that it was
12 written by the deceased owners. That's why I didn't
13 attempt to subpoena them.
14 THE CHAIRMAN: Under the circumstances, I think I
15 am going to sustain the objection, because we don't --
16 there's just too many questions about it.
17 And if the purpose is not simply opinion, but to
18 offer some facts contained therein as evidence, it's much
19 too iffy for that purpose, so I will sustain the
20 objection.
21 MS. PAIGE: I may ask the Board, because I did

Page 52

1 not understand who --
2 THE CHAIRMAN: If the case is still on and you
3 want to bring the son in, that's fine. We'll deal with
4 the son.
5 MS. PAIGE: If the son is available.
6 Q. Mr. Leong, did the tenant that was in the cottage
7 at the time you purchased the property remain in the
8 cottage?
9 A. Yes.
10 Q. Is he still your tenant today?
11 A. Yes.
12 Q. How long has he lived there, do you know?
13 A. I believe for about six years. He was there
14 before I bought the house.
15 MS. PAIGE: And his letter is in the file as
16 Petitioner's No. 10.
17 MS. DEMILIO: Yes, that's what I have.
18 Q. Michael Brushe is the tenant, correct?
19 A. Yes.
20 Q. I'd like to show you some photographs, Mr. Leong,
21 and ask you if you can identify them for the Board, and I

Page 53

1 think we'll offer --
2 THE CHAIRMAN: What we normally do is take
3 photographs as one exhibit number and give them A, B, C.
4 MS. PAIGE: Exactly what I was going to propose.
5 We are on 18. 18A is --
6 MS. DEMILIO: Let me say, for the record, the
7 photographs that were in the file, I think I took a look
8 at when I looked at the Board's file.
9 You don't have to show me every one. I don't
10 have any objection as long as your witness can identify
11 they accurately represent what what he's going to testify
12 to.
13 As to the other ones I haven't seen, if you want
14 me to take a look at those, I will. Thank you.
15 Q. Do you recognize this photograph?
16 A. Yes. It's the picture of my house.
17 Q. And do you know approximately when this was
18 taken?
19 A. Probably around April '99.
20 MS. PAIGE: Right. These were in the hearing
21 file. I think it was '99 --

Page 54

1 MS. DEMILIO: I'm not going to object.
2 MS. PAIGE: I think they were taken right before
3 the hearing.
4 THE CHAIRMAN: If the pictures were all admitted
5 below, I am more concerned about whether they accurately
6 reflect that which exist.
7 Q. Do these, except for the time of the year, do
8 they accurately reflect what's there now?
9 A. Yes.
10 Q. What is this a picture of?
11 A. It's a picture of my front yard and the big
12 house.
13 Q. What is this?
14 A. It's a picture of the garden.
15 THE CHAIRMAN: Keep your voice up.
16 A. Me and my mother who put the garden there.
17 MS. WORRALL: 18A.
18 Q. Is this another angle?
19 A. Yes.
20 Q. What does this show?
21 A. Showing the walkway leading to the front of

Page 55

1 the -- front of my house, my apartment.
2 Q. Are these forsythia bushes yours?
3 A. Yes.
4 Q. Did you plant them?
5 A. They were there before I bought the house.
6 Q. The next photograph, what does this show?
7 A. This shows the walkway leading to the back
8 apartment connected to my house and the back yard and the
9 bungalow.
10 Q. Or what we have been calling the "cottage"?
11 A. The cottage.
12 Q. What does this picture show?
13 A. This picture shows the neighbor that was adjacent
14 to my house.
15 Q. What number is this?
16 MS. WORRALL: 18D.
17 Q. Is this another picture of the front of your
18 house?
19 A. Yes.
20 MS. PAIGE: I am offering these because the
21 angles are different and it's different to get an

Page 56

1 appreciation of the property. They are a little bit
2 rudament.
3 Q. Could you explain to the board what this shows?
4 A. This shows the whole picture of my house from the
5 road of the street.
6 Q. I am pointing to a concrete pad. Is that yours?
7 A. Yes.
8 Q. How many cars can park there?
9 A. I believe two.
10 Q. Is this little shed with the barn doors, is that
11 yours?
12 A. Yes.
13 Q. You can see the cottage behind the trees?
14 A. Yes.
15 Q. Next to the red car that's parked, there's a
16 structure. Is that yours?
17 A. No.
18 Q. Behind that structure, there is another -- it
19 looks like a garage or some other structure. Is that
20 yours?
21 A. No.

Page 57

1 Q. How close would you estimate those are to the --
2 A. The first --
3 Q. -- property line?
4 A. The first garage is right on the property line.
5 The second one may be two feet.
6 Q. Can you explain what that is a picture of?
7 A. That is picture of my back yard showing the back
8 of the cottage and the back apartment connected to my
9 house.
10 Q. Is that fence yours?
11 A. It was there.
12 Q. Is it on the property line?
13 A. It's on the property, yeah.
14 Q. Are the structures behind the fence yours?
15 A. No.
16 Q. Would you estimate how close to your property
17 line those buildings are?
18 A. I would say thirty, forty feet.
19 Q. From the fence?
20 A. From the -- that house actually on the property
21 line between my neighbor. There was a neighbor in

Page 58

1 between.
2 Q. What is the closest building on that side of your
3 property where the fence is? How far is the closest
4 building from the property line?
5 A. I believe maybe ten feet.
6 MS. WORRALL: 18A through 18G.
7 Q. Now, I'd like to show you some other pictures.
8 Were these taken very recently?
9 A. Yes.
10 MS. PAIGE: I'd like to mark this batch as
11 Exhibit 19.
12 MS. DEMILIO: I have no objection, but how far do
13 the other photos go?
14 MS. WORRALL: A through G.
15 Q. Can you tell me what this picture shows? This
16 would be 19A.
17 A. This show the big house and the cottage and the
18 walkway between them.
19 Q. There's a door on the big house back here. Where
20 does that to go?
21 A. That is my kitchen, to my apartment.

Page 59

1 Q. Is that part of the front part of the apartment?
2 A. It's connected to the front apartment.
3 Q. Are there any connections between the kitchen and
4 the back apartment?
5 A. No.
6 Q. Is this another picture of the kitchen?
7 A. Right.
8 Q. Was the kitchen built as an addition to your
9 house?
10 A. I believe so.
11 Q. Before you bought it?
12 A. Yes, before I bought the house.
13 Q. You didn't build that?
14 A. I didn't do -- I didn't do anything.
15 Q. I show you another pictures of the kitchen at
16 another angle.
17 Can you explain to the Board what the structures
18 behind the kitchen are in relation to the two apartments?
19 A. The back building, or the left?
20 Q. On the left of the picture?
21 A. The back apartment, and the one behind the

Page 60

1 kitchen is one of my bedrooms, and the one to the right,
2 part of my front building. My living room and the
3 upstairs.
4 Q. Can you tell the relative ages of the front of
5 the building as opposed to the back of the building?
6 Which is newer?
7 A. I believe the front building is newer.
8 Q. How can you tell?
9 A. Because the back building has what you call it --
10 Q. I will ask you a different question.
11 MS. DEMILIO: You can lead him on that.
12 Q. What about the woodwork in the back building, how
13 does that compare to the front of the building? The
14 interior woodork?
15 A. They are are more old.
16 Q. In which one?
17 A. In the back building.
18 Q. The front one is more modern?
19 A. Right.
20 Q. What about the basement? Is there a basement
21 under the whole house?

Page 61

1 A. Only in the back building, end.
2 Q. The end of the back building?
3 A. Correct.
4 Q. Is it finished or old?
5 A. It's an old basement with some storage area.
6 Q. What's under the floor in the front of the
7 building?
8 A. It was a different kind of flooring, concrete
9 part of it and some wood floor on part of it.
10 Q. In the front part of it?
11 A. Yes.
12 Q. How about the back part of it?
13 A. I have no idea. I didn't check it, but I know
14 there are concrete in the basement.
15 Q. But the concrete slab is in the front of the
16 building and at the end of that part of the building?
17 A. Yes.
18 Q. Are the two buildings the same level?
19 A. No.
20 Q. Is one higher than the other?
21 A. I believe my building is higher than the level of

Page 62

1 the back building.
2 Q. There's no connection between your apartments and
3 the back building?
4 A. No connection.
5 Q. And if you have to put a connection, you have to
6 do something about the difference in levels, correct?
7 A. Correct.
8 Q. You couldn't just break through the wall and --
9 A. That, I don't know.
10 Q. But there's a difference in the floor levels of
11 the two buildings?
12 A. Yes,
13 Q. This is a view of the side of the main house and
14 the cottage. I'd like you to tell me what this particular
15 picture is? Which we'll call D.
16 A. This is the picture of one of my neighbors
17 adjacent to my house off Putty Hill Road.
18 Q. How close is the ground structure shown in this
19 picture to your property line?
20 A. Probably one feet.
21 Q. Now, is this the same view we had --

Page 63

1 MS. PAIGE: Can we go back to 18?
2 MS. WORRALL: 18D.
3 Q. We have previously marked the picture of your
4 neighbor's property as 18D.
5 Is that the same, looking in the same direction,
6 as the one we just marked as 19D?
7 A. Yes.
8 Q. So the structure shown in 19D on your neighbor's
9 property has been built since the hearing that we had two
10 years ago in this case?
11 A. Yes.
12 THE CHAIRMAN: Just to make sure, because I
13 notice you've got a bunch of things from the previous
14 hearing, as you use each of those things, it corresponds,
15 and if you haven't already put the CBA number, as you use
16 them, Ms. Worrall will give you the CBA number as you
17 first use them, and if you'd just write it in the corner.
18 MS. PAIGE: But most of these are for argument
19 purposes, so --
20 THE CHAIRMAN: If they are, we'll match them up.
21 MS. PAIGE: I didn't take the time as --

Page 64

1 THE CHAIRMAN: We'll do it if we use them as we
2 go along.
3 MS. PAIGE: I think I have nothing further of
4 this witness at this time.
5 THE CHAIRMAN: Cross?
6 CROSS EXAMINATION
7 BY MS. DEMILIO:
8 Q. First, Mr. Leong, you recall during the break I
9 had you identify your house on the 1996 zoning map. You
10 remember you drew a little square around it.
11 Can you just put your initials there?
12 MS. DEMILIO: I would then offer the zoning map,
13 the 1996 zoning map, as People's Counsel No. 3.
14 MS. PAIGE: No objection.
15 Q. That's the location on the zoning map of your
16 residence?
17 A. Yes.
18 MS. PAIGE: Can I interrupt you a moment? I
19 don't think I offered the plat that accompanied the
20 petition because it wasn't on the list, but I would like
21 to offer the plat that accomanied the petition below which

Page 65

1 was the site plan.
2 THE CHAIRMAN: Okay. Why don't we make it --
3 because the site plan, we did put the petition in, so why
4 don't we simply make it "A" from the petition.
5 MS. PAIGE: There are two separate petitions.
6 THE CHAIRMAN: Let's do it a separate one, since
7 it applies to both.
8 MS. WORRALL: So this would be CBA-20, if you
9 wouldn't mind marking that, please. CBA Petitioner's No.
10 20, and that's the site plan to accompany petitions.
11 MS. PAIGE: It says Plan to Accompany Zoning
12 Hearing.
13 MS. DEMILIO: I will just note an objection, for
14 the record, that the engineer is not here to offer this
15 into evidence.
16 But let me just say, in this case, I would not be
17 surprised if the Board points out to me the difference
18 between an engineer having to testify to details and this
19 being offered for what it said, which I don't think is
20 crutial to the issues in the case.
21 THE CHAIRMAN: Presuming that's the only purpose

Page 66

1 for which it's offered, we'll accept it.
2 MS. PAIGE: It's actually the same as one of the
3 papers attached to Ms. Demilio's package.
4 THE CHIARMAN: Right.
5 Q. Mr. Leong, you indicated that there are two
6 apartments in what we'll call the main house, or the big
7 house. How many floors is your apartment where you live?
8 A. Two floors.
9 Q. Who lives there with you?
10 A. Me, my mom, and my dad.
11 Q. You, your mother and father?
12 A. Yes.
13 Q. Now, how many floors are the second apartment in
14 that building?
15 A. That are connected to my house?
16 Q. Yes.
17 A. They are two floors.
18 Q. That's two floors? That's the basement and the
19 first floor, or the first floor and second floor?
20 A. First floor, second floor.
21 Q. Who lives there?

Page 67

1 A. I have two tenants.
2 Q. Are they here today?
3 A. One of them, yes.
4 Q. Now, how do you enter that apartment where your
5 two tenants live in your main house? Do you show any
6 pictures of that?
7 A. I have to look at the pictures.
8 Q. Let me show you these and see if you can tell the
9 Board -- the number is on the back -- is the doorway that
10 goes into the apartment just the tenants?
11 A. Actually, right there.
12 MS. DEMILIO: Let the record show the witness is
13 pointing to photograph 18C.
14 Q. And that's behind what I think is a pine tree,
15 there's a doorway and a post, like a little porch?
16 A. Right.
17 Q. Is that the entrance to the apartment -- not your
18 apartment -- but the tenants' apartment?
19 A. Right, a separate entrance.
20 THE CHAIRMAN: Could you have the witness circle
21 that?

Page 68

1 MS. PAIGE: You can't really see it.
2 MS. DEMILIO: Just show an arrow pointing
3 so we have some feel for it.
4 For the record, the witness has marked with an
5 arrow on CBA Petitioner 18C, towards the doorway for the
6 two tenants' apartment in what I am calling the larger
7 building on the site.
8 Q. Is that the only photograph -- so we'll know --
9 the only photograph that shows anything better than that?
10 I'll say it that way. Is that correct? I just wanted the
11 Board to know what we're talking about, Mr. Leong. That's
12 all.
13 A. Okay.
14 Q. Now, when did those tenants move in? The two
15 tenants we are talking about, what's their name? Do you
16 know their names?
17 A. Yes. Gordon Tate.
18 Q. How did you spell --
19 A. I'm sorry?
20 Q. Do you know how to spell his last name?
21 A. T-a-t-e.

Page 69

1 Q. Tate? Oh, Mr. Tate.
2 A. And Joe, I forgot his last name.
3 Q. Who's here, Mr. Tate?
4 A. Yes.
5 Q. Did they move there together into two separate
6 units? It's just Mr. Tate, and Joe?
7 A. Right.
8 Q. When did Mr. Tate move in?
9 A. I believe it's November '98.
10 Q. November of '98. So Ms. Bruno moved out after
11 you bought the property?
12 A. Yes.
13 Q. Was she your tenant at any given time?
14 A. Yes. She was there, I don't know exactly how
15 long. After I bought the house, she have to move out,
16 because she lost her job.
17 Q. And then Mr. Brushe that we have been talking
18 about has lived in the separate cottage, you're referring
19 to a cottage, before you bought the house?
20 A. Correct.
21 Q. And he still is living there?

Page 70

1 A. Correct.
2 Q. Do you have written leases for these tenants?
3 A. Yes.
4 Q. Did you bring those today?
5 A. I brought the one for Michael Brushe, but I don't
6 have the one from the other tenants with me.
7 Q. Is it a yearly lease?
8 A. Excuse me?
9 Q. By year?
10 A. No. I believe monthly.
11 Q. Monthly. Month to month?
12 A. Yes.
13 Q. What does Mr. Tate pay for his apartment?
14 MS. PAIGE: I am going to object. I'm not sure
15 it is relevant.
16 MS. DEMILIO: I believe he was asked questions
17 about being able to afford the mortgage.
18 MS. PAIGE: I withdraw my objection.
19 Q. How much does Mr. Tate pay?
20 A. Four ninety-five.
21 Q. How about Mr. Brushe?

Page 71

1 A. Three ninety-five.
2 Q. Is that per month?
3 A. Correct.
4 Q. Do they pay their own utilities?
5 A. Yes.
6 Q. Is there a separate meter for Mr. Tate?
7 A. For all three apartments.
8 Q. What about water and sewer, is there a
9 separate -- I guess you have meters in the city for water
10 and sewer, or in the county for water and sewer. Is there
11 a separate meter for water usage for each one of the
12 tenants and yourself?
13 A. I'm not --
14 Q. Who pays the water bill?
15 A. I pay the water bill.
16 Q. It just comes for the whole piece of property?
17 A. I believe so.
18 Q. But it's not broken down by apartment, to the
19 best of your knowledge?
20 A. That, I don't know.
21 Q. Now, Mr. Leong, I want to refer you to Mr.

Page 72

1 Fernando's letter of January 18, 1996, which your lawyer
2 introduced as Petitioners No. 16.
3 Let me show it to you. Now, at the time you
4 received that letter, or at any time, did you talk to a
5 lawyer about your purchase of the property?
6 A. No.
7 Q. Do you understand what Section 402 of the
8 Baltimore County zoning regulations say?
9 A. No.
10 Q. Did you ever look at that Section 402 after you
11 received this letter?
12 A. No.
13 Q. Did you ever apply for a special hearing for a
14 nonconforming use after you received this letter on
15 January 18, 1996, other than the petition that's in this
16 case?
17 A. Can you rephrase that?
18 Q. Yes. After you received Mr. Fernando's letter of
19 January 18, 1996, he referred in there to a special
20 hearing for a nonconforming use.
21 Did you file for that special hearing at that

Page 73

1 time?
2 A. No.
3 MS. PAIGE: This is the March 18th letter?
4 MS. DEMILIO: I'm sorry? January 18.
5 MS. PAIGE: Oh. Yes.
6 Q. Do you know what the term in this letter in
7 paragraph three, where it says, A legal nonconforming use,
8 do you know what that means?
9 A. At the time, I thought it's to make sure that the
10 house is legally in compliance with the law.
11 Q. It was after you settled on the property that you
12 submitted a site plan?
13 A. Correct.
14 Q. Now, are you aware of the fact this letter says
15 they cannot give you a final approval until they see a
16 site plan, is that correct?
17 A. Correct.
18 Q. But, yet, you went to settlement without
19 submitting a site plan to Baltimore County?
20 A. I went to settlement because, as I don't quite
21 understand what the letter says, and my agent told me that

Page 74

1 everything is within the law, so what I have to do is
2 submit the required site plan.
3 Q. When you said your agent, you mean the real
4 estate agent who sold you the property?
5 A. Yes.
6 Q. Mr. Leong, I want to show you the letter dated
7 March 18, 1996, which is marked as your Petitioner's No.
8 17. It's a letter from Mr. Fernando to you, personally?
9 A. Right.
10 Q. Do you remember putting this into evidence?
11 A. Yes.
12 Q. At the time you received this letter, did you go
13 to a lawyer?
14 A. I did call a lawyer, immediately.
15 Q. Is that what made you file the petition for
16 special hearing and a variance?
17 A. No. The lawyer I called told me that I don't
18 need to do anything until I got --
19 Q. The site plan?
20 A. No. I get -- get notice from the county.
21 Q. Oh, that you were in violation, you mean?

Page 75

1 A. Yes.
2 Q. Was that Ms. Paige?
3 A. No.
4 MS. PAIGE: Not Ms. Paige.
5 THE CHAIRMAN: Just so the record clearly
6 reflects, it was not Ms. Paige.
7 MS. DEMILIO: I wanted to make that clear for
8 your sake.
9 MS. PAIGE: Thank you.
10 Q. You didn't go back to that lawyer?
11 A. Go back?
12 Q. For legal consultation to that lawyer after you
13 received that information?
14 A. No, because, at the time I got the citation, I
15 was recommended to Ms. Paige by a friend of mine.
16 Q. So you were actually cited by Baltimore County
17 you were in violation of the zoning regulations?
18 A. Yes. It was a few years after I bought the
19 house.
20 Q. Because you got that citation, someone referred
21 you to Ms. Paige, who's an excellent zoning lawyer in

Page 76

1 Baltimore County, and you went to see her?
2 A. Yes.
3 Q. When was the date of citation? Do you remember
4 what date you were give a citation?
5 THE CHAIRMAN: Or do you remember approximately
6 when you were cited?
7 THE WITNESS: Probably two -- April '98 or '99.
8 THE CHAIRMAN: Which? If you know. Only if you
9 know. I'm not going to pin you down if you don't know.
10 THE WITNESS: Right. I can't remember.
11 THE CHAIRMAN: Go ahead, Ms. Demilio.
12 A. It was a few years after I bought the house, that
13 I know.
14 Q. Mr. Leong, you talked about the parking pad that
15 you have on your property. Who parks their cars there?
16 A. Usually, it's allocated to me and my parents.
17 Q. You and your parents --
18 A. Yes.
19 Q. -- use the parking pad. Okay. And then I take
20 it the tenants park on the street?
21 A. Correct.

Page 77

1 Q. Now, in the picture, there's -- I see there is
2 another building on the site that looks like a shed. Did
3 you put that shed there, or was it there when you bought
4 the property?
5 A. I have never put any buildings on the property,
6 ever since I bought the house.
7 Q. So the shed was there?
8 A. Correct.
9 Q. What is the shed used for?
10 A. Storage, for garden utensils and whatever.
11 Everything I need storing.
12 Q. So you use it just for your household things you
13 use around the house?
14 A. Correct.
15 Q. Now, I don't know if you indicated in the
16 beginning, Mr. Leong, where are you employed?
17 A. I work for myself.
18 Q. What do you do?
19 A. I do commercial cleaning.
20 Q. You're self-employed then?
21 A. Yes.

Page 78

1 Q. You don't work for another agency, or another
2 company?
3 A. It's a franchise.
4 Q. A franchise?
5 A. Yes.
6 Q. Do your parents work?
7 A. They help me out sometimes.
8 Q. How about the tenants, do they work for you?
9 A. No.
10 Q. And does your commercial cleaning business have a
11 separate office or building anywhere else? Do you have a
12 separate office for that?
13 A. No.
14 Q. Are your customers in Baltimore County,
15 generally, or outside of the county?
16 A. Baltimore County, and city.
17 Q. Are they office buildings?
18 A. Correct.
19 Q. Not houses?
20 A. Not houses.
21 Q. When you say commercial, you mean like office

Page 79

1 buildings?
2 A. Strictly commercial.
3 Q. So the real estate broker you talked about was
4 the broker you hired, or was it the seller's broker?
5 A. It was my broker.
6 Q. It was your broker, and she was looking for a
7 place for you to live?
8 A. Correct.
9 Q. Just so we are clear on the record on the
10 addresses, Mr. Leong, you state 8721 was the cottage, and
11 I take it then, on the record, your address is 8719?
12 A. A.
13 Q. You call your apartment "A"?
14 A. Yes.
15 Q. So the other apartment would have to be 8719B?
16 A. Correct.
17 Q. Mr. Tate?
18 A. Correct.
19 Q. Do you have with you up there testifying -- I
20 think you said you brought the written lease for Mr. Tate,
21 or I can't remember which one you said. I'm sorry.

Page 80

1 A. From Mr. Brushe.
2 A. You have Mr. Brushe's lease?
3 A. Yes.
4 Q. Could I see that?
5 A. She has it.
6 Q. I am going to show you the lease your lawyer has
7 handed to me, Mr. Leong, and ask you if that's Mr.
8 Brushe's lease? Take your time.
9 A. Yes. This is the lease that he signed with the
10 last owner.
11 Q. Mr. Miller?
12 A. Mr. Miller.
13 Q. Then, according to that lease, if I am correct,
14 for the record, is dated November 20, 1993?
15 A. Yes.
16 Q. The second page shows a handwritten paragraph
17 that Hartley Miller signed as personal representative of
18 the estate of Delores Miller. He's assigned his rights,
19 title and interest to you in that?
20 A. Yes.
21 Q. Just as you said in your testimony, am I correct

Page 81

1 in assuming the written paragraph entitled "Rent" is a
2 month-to-month tenancy, that is, they pay rent on a
3 monthly bases?
4 A. For which?
5 Q. Mr. Brushe.
6 A. I didn't write that one.
7 Q. Are you familiar with this paragraph -- I
8 withdraw that. It will speak for itself.
9 I just wanted to make sure you're familiar with
10 this lease, even though I know you didn't draft this,
11 because it was just assigned to you, but this is the lease
12 you undertook with Mr. Brushe?
13 A. Yes.
14 MS. DEMILIO: I will offer this as People's
15 Counsel No. 4.
16 MS. PAIGE: No objection.
17 THE CHAIRMAN: So noted.
18 Q. Mr. Leong, you don't have a lease for Mr. Tate?
19 A. I do have a lease, but I didn't bring it with me.
20 Q. It's also a month-to-month lease?
21 A. I believe so.

Page 82

1 MS. DEMILIO: If the Board will just bear with me
2 one second?
3 THE CHAIRMAN: Certainly.
4 MS. DEMILIO: I have no further questions.
5 THE CHAIRMAN: Redirect?
6 MS. PAIGE: Thank you.
7 REDIRECT EXAMINATION
8 BY MS. PAIGE:
9 Q. Mr. Leong, you testified your hired Ms. Lyon to
10 be your broker to find you a place to live?
11 A. Yes.
12 Q. Were you specifically looking for a place you
13 could rent that would provide rental income? Did you tell
14 her to find you a place where there was another apartment
15 or apartments you could rent out?
16 A. I said looking for a house.
17 Q. And have you made any improvements in your house
18 or the cottage since you bought it?
19 A. Yes.
20 Q. Can you describe those to the Board, aside from
21 the garden? You described the garden.

Page 83

1 A. I have replaced all the windows in my apartments.
2 I have changed the carpets. I have remodled the kitchen,
3 the bathrooms. Repainted the interior. And I changed the
4 house to central system, put an air conditioner in.
5 Q. Is that in the main house?
6 A. Yes.
7 Q. All all these improvements in the main house
8 you're describing?
9 A. Yes.
10 THE CHAIRMAN: Is the air conditioning for both
11 apartments in the main house?
12 THE WITNESS: Just the front apartment.
13 THE CHAIRMAN: Just yours?
14 THE WITNESS: Uh-huh.
15 Q. Anything else?
16 A. No.
17 Q. Have you made some improvements in the cottage as
18 well?
19 A. No, because there were tenants living there,
20 so --
21 Q. Do you know, approximately, how much money you

Page 84

1 have invested in these improvements you described?
2 A. Maybe 20,000.
3 Q. That's over the four years you have owned it?
4 A. Yes.
5 Q. Now, you said that you read the letter that you
6 got on January 18th, and you testified, in response to Ms.
7 Demilio's questions, that you didn't make any application
8 for a permit for a nonconforming use or any other
9 application before you settled on the house, correct?
10 That was your testimony. I am just recapping so
11 you know what I'm talking about.
12 A. Yes.
13 Q. Did you have any indication it was necessary for
14 you to do that in order to be able to use this property as
15 it was then configured?
16 A. Yes. I thought I would need to follow the law.
17 Q. Did you think you were permitted to use it the
18 way it was as of the time you settled?
19 A. Yes.
20 Q. What was that based on?
21 A. Based on the letter from Fernando.

Page 85

1 Q. And then the information that you got from the
2 real estate broker?
3 A. Correct.
4 Q. Do you pay a flat rate for water, or do you pay a
5 consumption rate? Does it vary from month to month?
6 A. I pay every quarter.
7 Q. Does it vary or is it a flat rate?
8 A. It varies.
9 Q. Does it all come on one bill, or does it come on
10 separate bills?
11 A. That, I'm not sure. I know I get my bill and I
12 just pay mine.
13 Q. You just pay yours?
14 A. Yes.
15 Q. You don't know if the others are paying separate
16 water bills?
17 A. I don't know.
18 MS. PAIGE: I have nothing further.
19 THE CHAIRMAN: Recross?
20 RECROSS EXAMINATION
21 BY MS. DEMILIO:

Page 86

1 Q. Mr. Leong, when you said you replaced the
2 windows, was that just in your apartment?
3 A. Correct.
4 Q. Just your apartment?
5 A. Correct.
6 Q. And who did you hire to do that? Was it an
7 outside person?
8 A. Correct.
9 Q. You don't have the the bill with you today?
10 A. I have it at home.
11 Q. How about when you talked about changing the
12 carpet, was that just in your apartment?
13 A. Yes.
14 Q. Who put in the new carpet?
15 A. Outsider.
16 Q. Again, you don't have those bills with you?
17 A. I might have them. I'm not sure.
18 Q. Do you know what it cost for the windows?
19 A. Probably $5,000.
20 Q. You said "probably." Do you remember?
21 A. I mean, the exact figure, I don't know. Around

Page 87

1 that range, five or $6,000.
2 Q. You said you remodeled the kitchen andd bathroom.
3 You meant in your apartment?
4 A. Yes.
5 Q. Is there a separate bathroom and kitchen in Mr.
6 Tate's apartment?
7 A. Yes.
8 Q. When you said you repainted, are your talking
9 about the interior?
10 A. Uh-huh.
11 Q. Was that just in your apartment as well?
12 A. Correct.
13 Q. Did you do the painting?
14 A. Yes.
15 Q. Did you remodel the kitchen and bathroom?
16 A. I didn't do myself.
17 Q. Then you said you put in central air conditioning
18 for your unit?
19 A. Well, it was central air, but it's no air
20 condition unit.
21 Q. You mean you put window units in?

Page 88

1 A. I'm sorry?
2 Q. I don't understand what you mean by that.
3 A. They have air ducts, but it is central air.
4 Q. So what did you have installed?
5 A. I changed water heater and new furnace and
6 central air conditioning unit.
7 Q. That serviced your apartment?
8 A. Yes.
9 Q. Do you know how many water heaters are located on
10 the property?
11 A. I believe three.
12 Q. Where are they?
13 A. They are in the back of the -- in the back
14 apartment, connected to my house.
15 Q. There are three separate meters then?
16 A. Correct.
17 Q. Are you're talking about water, or gas and
18 electric?
19 A. Gas and electric.
20 Q. So the three heaters are the gas and electric, is
21 that what you're saying?

Page 89

1 A. Can I -- I think they are two in the back and one
2 on the cottage.
3 Q. You're talking about like BGE?
4 A. Correct.
5 MS. DEMILIO: I have no further questions.
6 THE CHAIRMAN: Just one question. If you were
7 able to just put a new air conditioning unit in, to put
8 down this central air conditioning, the ductwork was
9 already there, correct?
10 THE WITNESS: Right.
11 THE CHAIRMAN: So the ductwork in the -- your
12 apartment is a totally separate system than the ductwork
13 in the back part?
14 THE WITNESS: Correct.
15 THE CHAIRMAN: Did that generate anything?
16 MS. PAIGE: No, sir.
17 MS. DEMILIO: No.
18 THE CHAIRMAN: Thank you, sir. We appreciate it.
19 It's almost 12:30. Ten after one, we'll be back.
20 (A luncheon recess was taken.)
21 (* * * * *

Page 90

1 AFTERNOON SESSION
2 THE CHAIRMAN: Let's go back on the record. Ms.
3 Paige?
4 MS. PAIGE: May I recall Mr. Leong for two
5 questions, or three questions?
6 THE CHAIRMAN: Sure.
7 T E I K S E N G L E O N G,
8 was recalled, and testified further as follows:
9 THE CHAIRMAN: Mr. Leong, let the record reflect
10 you have already taken the oath. You're still under oath
11 for the purpose of this.
12 REDIRECT EXAMINATION
13 BY MS. PAIGE:
14 Q. Mr. Leong, I neglected to ask you how many rooms
15 of various types are in the three apartments.
16 How many kitchens are there in the three
17 apartments altogether?
18 A. Three.
19 Q. One for each apartment?
20 A. Correct.
21 Q. How many bathrooms are there altogether?

Page 91

1 A. Four.
2 Q. Where are the bathrooms?
3 A. One in the other two apartments, and two in my
4 apartment.
5 Q. Was your bathroom added more recently than the
6 other two? The second bathroom -- in other words, is
7 there an original bathroom plus an added bathroom, a
8 powderroom, or whatever?
9 A. It was original bathroom. They just didn't
10 finish the floor in the lower bathroom.
11 Q. It was relatively new when you bought it? It had
12 just been put in the house? It wasn't finished?
13 A. No. It was old bathroom. It's been there for
14 awhile, but the floor was broken down, and we fixed it.
15 Q. But there were three kitchens?
16 A. Three kitchens.
17 Q. And three bathtubs?
18 A. Three bathtubs.
19 Q. One in each apartment?
20 A. Right.
21 Q. One kitchen in each apartment?

Page 92

1 A. Correct.
2 Q. What about the laundry tub, there is there in
3 each apartment?
4 A. There's a laundry area in each apartment.
5 Q. Was there a tub, originally?
6 A. I don't think there's a tub, but the laundry
7 area.
8 MS. PAIGE: That's all.
9 MS. DEMILIO: To clear up the record, if I could
10 have the pictures?
11 RECROSS EXAMINATION
12 BY MS. DEMILIO:
13 Q. Mr. Leong, I want to show you two pictures that
14 are already in evidence, your Petitioner's 19C and 19B.
15 Other than 19B, could you identify -- and perhaps
16 put an "x" -- on the apartment that belonged to Mr. Tate,
17 rented by Mr. Tate, that part of the building?
18 A. (Indicating.)
19 Q. Does this include this first area?
20 A. Yes.
21 MS. DEMILIO: Let the record reflect that, with

Page 93

1 counsel's permission, Mr. Leong has penciled in the area
2 that represents the apartment in the main house, the
3 apartment that Mr. Tate lives, as we have been referring
4 to it, and I assume that's the area to the left of the
5 ink, the pencil line?
6 A. The whole building.
7 Q. So two floors?
8 A. Yes.
9 MS. DEMILIO: I will strike any questions
10 regarding 19C. He showed it --
11 A. You mean --
12 Q. The cottage that we have been talking about,
13 that's one floor? Is that one floor?
14 A. Yes.
15 Q. How many rooms are in there?
16 A. One bedroom.
17 Q. What other room?
18 A. Living room and kitchen.
19 Q. Combined? Or are they all separate rooms?
20 A. Yes.
21 Q. (MS. PAIGE) And a bathroom?

Page 94

1 A. And a bathroom.
2 MS. PAIGE: Thank you.
3 MS. DEMILIO: I have no further questions.
4 THE CHAIRMAN: Any redirect?
5 MS. PAIGE: No. Thank you.
6 THE CHAIRMAN: Thank you, sir.
7 MS. PAIGE: I'd like to -- there are two exhibits
8 in evidence that Ms. Demilio complained about that we
9 would rely heavily on, and I can get two witnesses over
10 here.
11 But I am wondering if it's worth the trouble to
12 get the witnesses to say what is already apparent, that
13 these are certified true copies of county records.
14 THE CHAIRMAN: You have to work that out with Ms.
15 Demilio, whether it's not apparent to her, and she
16 objects, and we agree it doesn't come in.
17 If you have somebody to testify to them, that may
18 change the picture, but that's between the two of you.
19 MS. PAIGE: Can I take a moment and confer with
20 her on that, because the people are there.
21 THE CHAIRMAN: Surely.

Page 95

1 (Discussion held off the record.)
2 THE CHAIRMAN: Yes?
3 MS. DEMILIO: Thank you, Mr. Chairman, for
4 allowing us to consult. I think Ms. Paige is referring to
5 the two petitioner's exhibits, No. 7 and 8, the ones that
6 were offered into evidence I objected to, are those the
7 same ones, as I understand, we had before?
8 MS. PAIGE: Yes. I have another --
9 THE CHAIRMAN: Our number shows it's 7 and 8.
10 MS. DEMILIO: My objection was an interpretation
11 of those documents. I don't need somebody from the county
12 to say, yes, these are our documents.
13 But the objection I had was that you can't draw
14 any inferences from those, and the documents are too
15 confusing to even address any issue, because it wasn't
16 really clear when I looked at them -- to the extent, to
17 make it easier for the Board and everybody involved -- to
18 the extent the Board can read what's on Petitioner's
19 Exhibit 8, what's typewritten on there, I'm not going to
20 to object to counsel putting that in.
21 But there's just no inferences that can be drawn,

Page 96

1 or can those documents go beyond what they say on their
2 face without somebody coming in here and interpreting
3 them?
4 THE CHAIRMAN: I would agree, and simply to show
5 they are authentic for whatever they are, we don't need to
6 go through that, and I appreciate that.
7 In terms of any inference that somebody might or
8 might not want us to attach to them, certainly counsel can
9 make argument in the brief as to that. But we would give
10 it no other weight until somebody was able to establish
11 that.
12 MS. PAIGE: I appreciate that, and I will make
13 argument, and it will be up to the Board.
14 THE CHAIRMAN: We'll read and hear your argument.
15 MS. PAIGE: I will represent on the record these
16 documents, or the information on these documents is so
17 old, there's no witness who can testify to how it got
18 there, or what that person meant when it was written.
19 We have documents going back to 1941. There are
20 no witnesses to testify.
21 THE CHAIRMAN: We deal with old records from time

Page 97

1 to time. We'll simply accept them for what we physically
2 can get out of them.
3 MS. PAIGE: That's all I can ask. Thank you very
4 much. In which case, we'll now call Ms. Eccleston.
5 RUTH ECCLESTON,
6 having been called as a witness, was duly sworn, and
7 testified s follows:
8 THE CHAIRMAN: Ma'am, if you could, have a seat,
9 relax. You have to keep your voice way up.
10 THE WITNESS: I know. We couldn't hear a thing
11 back there.
12 THE CHAIRMAN: So you understand.
13 DIRECT EXAMINATION
14 BY MS. PAIGE:
15 Q. Ms. Eccleston, your house is --
16 THE CHAIRMAN: Excuse me. Ma'am, could you give
17 us your full name and address?
18 THE WITNESS: Ruth Eccleston, 3411 Putty Hill
19 Avenue.
20 Q. Ms. Eccleston, where is your house in
21 relationship to Mr. Leong's property?

Page 98

1 A. The bottom of my property runs along the edge of
2 his property. He's the first lot on Wendell Avenue, and
3 I'm the second house on Putty Hill.
4 Q. I'd like to show you some of the pictures that
5 were already introduced and see if you can recognize your
6 house on those pictures.
7 THE CHAIRMAN: Counsel, if her property shows on
8 the exhibit, just mark that to have her confirm.
9 MS. PAIGE: I'm not sure she'll be able to orient
10 herself.
11 THE CHAIRMAN: You can proffer it, as long as Ms.
12 Demilio has no objection.
13 MS. DEMILIO: I have no objection if you want to
14 show her where Mr. Leong is marked and show her the Putty
15 Hill house and ask her how far she is in from the
16 intersection, or I will ask her. That might help.
17 THE CHAIRMAN: Isn't there a property with her
18 name on it?
19 MS. PAIGE: There would -- there are two.
20 THE WITNESS: We are the second house from the
21 corner lot.

Page 99

1 THE CHAIRMAN: We can extrapolate it ourselves.
2 Have her mark it.
3 Q. Ms. Eccleston, would you come up here and look at
4 these plats. There's two properties marked 3411. I
5 suspect that means you're on a double lot. Is that your
6 property?
7 A. No. We are on a single lot.
8 Q. You are?
9 A. Yes. It's fifty by 175. Oh, look. They've got
10 two lots for Thompson and two for Eccleston. Well, I
11 guess the one and two together makes one lot.
12 Q. And that's right next to the shed on Mr. Leong's
13 property?
14 A. Right.
15 MS. PAIGE: It's already marked on here, so we
16 didn't really have --
17 THE CHAIRMAN: I just wanted her to identify it,
18 so the double lot we show there actually is what she sees
19 as one lot with her house.
20 MS. DEMILIO: It could be they were twenty-five
21 foot lots.

Page 100

1 Q. Ms. Eccleston, when did you move into your house?
2 A. We moved into our house in 1957.
3 Q. Did the cottage have somebody living in it?
4 A. Yes, but I don't know their name. Only thing I
5 know, they used to call the woman "Maw-Maw."
6 Q. Was there also somebody living in the main house
7 with the people that owned the house?
8 A. Yes.
9 Q. There was?
10 A. The property has never been changed with the
11 houses on it.
12 Q. There was a tenant living in the house along with
13 the owner?
14 A. Right.
15 Q. And other tenants in the cottage?
16 A. Right.
17 Q. That was in 1957. Do you know if they had just
18 moved in when you moved in?
19 A. I don't know.
20 Q. Had they been there sometime before you moved in?
21 A. They must have. I had five children, which I was

Page 101

1 too busy to go around, find out what was going on.
2 Q. You didn't see any construction going on?
3 A. No construction, no.
4 Q. So the outside configuration, as far as you could
5 tell, was the same in both?
6 A. Right.
7 Q. You didn't see any work going on at the cottage
8 to suggest it was new?
9 A. No.
10 MS. PAIGE: That's all I have.
11 CROSS EXAMINATION
12 BY MS. DEMILIO:
13 Q. Ms. Eccleston, have you lived there continuously
14 since 1957?
15 A. Yes, I have.
16 Q. After the woman moved out of the cottage, you
17 said you don't know her name, who moved in after she moved
18 out?
19 A. I have no idea.
20 Q. Did you ever see any other tenants there?
21 A. Oh, people going in and out, but I was too busy.

Page 102

1 I never communicated with my neighbors.
2 We were rebuilding our house. It was actually
3 falling apart when we moved in.
4 Q. Your house?
5 A. Yes.
6 Q. How did you know there were separate tenants
7 living in the main house?
8 A. You could see people going in and out. There was
9 too many for one apartment.
10 Q. You don't know how many?
11 A. No.
12 Q. How many people were going in and out, adult or
13 children, do you know, in 1957?
14 A. I said they were adults.
15 Q. How many adults, do you know?
16 A. No.
17 Q. Are you saying the cottage has never changed
18 since 1957?
19 A. Nothing has been changed.
20 Q. Since 1957?
21 A. They painted, or they may have painted it, or

Page 103

1 done a little bit of improvement.
2 Q. Now, is your house directly, or is your house
3 right next to the cottage? Is your house contiguous?
4 A. The cottage sits back. It would actually be on
5 my next door neighbor's property.
6 Q. So it sits back from your house?
7 A. Yes.
8 Q. Now, was the shed there at the time in 1957?
9 A. Yes.
10 MS. DEMILIO: I have no further questions. Thank
11 you.
12 REDIRECT EXAMINATION
13 BY MS. PAIGE:
14 Q. Ms. Eccleston, the lady you called "Maw-Maw," did
15 she live in the main house, or in the cottage?
16 A. I don't know. I don't remember.
17 Q. But she wasn't related to the owners of the
18 house, as far as you know?
19 A. Not that I know.
20 Q. I'm sorry, what was your answer?
21 THE CHAIRMAN: She doesn't know.

Page 104

1 MS. PAIGE: I have nothing further.
2 THE CHAIRMAN: Thank you, ma'am. Appreciate it.
3 MS. PAIGE: Could I ask her one more question?
4 THE CHAIRMAN: Sure.
5 Q. (MS. PAIGE) Ms. Eccleston, I'm showing you a
6 letter that you signed this weekend.
7 Would you look at that, please. I ask you to
8 read it carefully. Is that letter accurate?
9 A. I believe so.
10 Q. When you signed it, did you read it carefully?
11 A. Yes.
12 Q. Do you believe it to be true?
13 A. Yes, I do.
14 MS. PAIGE: I will offer that letter.
15 MS. DEMILIO: I am going to object. The witness
16 is here. Her direct testimony is more than adequate, but
17 I do have a couple questions on it, if I may.
18 THE CHAIRMAN: That's essentially my question,
19 before any objection. Some of this, she's testified to,
20 some she hasn't testified to.
21 She's here. Why not simply ask her the questions

Page 105

1 and subject her to cross-examination.
2 MS. PAIGE: Okay.
3 THE CHAIRMAN: Do it from there. We don't have
4 to have her come back and forth.
5 Q. (MS. PAIGE) The letter says the tenants in the
6 cottage and the elderly tenants in the main house have
7 both lived there for several years before you moved in?
8 A. They did.
9 Q. You know that --
10 THE CHAIRMAN: Ma'am, keep your voice up.
11 A. Yes. That's the way it was. They lived there
12 before we moved in. How many years, I don't know.
13 Q. So when you said you didn't know how long they
14 were living there, you mean you didn't know how many
15 years?
16 A. Right.
17 Q. But you know --
18 A. They had lived there before we purchased the
19 house.
20 MS. PAIGE: That's all. Thank you.
21 CROSS EXAMINATION

Page 106

1 BY MS. DEMILIO:
2 Q. Ms. Eccleston, did you type this letter?
3 THE CHAIRMAN: Wait a minute. Excuse me. She
4 only asked -- her counsel only asked the witness about the
5 woman living there. The letter is not coming in. All
6 that came in is what she asked.
7 MS. DEMILIO: I'm sorry.
8 THE CHAIRMAN: So that's the only statement she's
9 made additional.
10 MS. DEMILIO: I have no further questions. Thank
11 you.
12 THE CHAIRMAN: Ms. Paige?
13 MS. PAIGE: Thank you. The rest of our case is
14 in the documents which have been received in evidence.
15 Rather than recapitulate, they are all in evidence, and
16 you can simply refer to them as necessary in the
17 memorandum.
18 There is one document -- well, both of the
19 documents now are in over objection, the documents Ms.
20 Demilio objected to?
21 THE CHAIRMAN: Not over objection. For the

Page 107

1 understanding which we already discussed.
2 MS. PAIGE: Thank you very much. That's our
3 case.
4 THE CHAIRMAN: They have being marked on the
5 list, but they haven't physically been numbered.
6 MS. DEMILIO: We don't have to do that.
7 THE CHAIRMAN I presume that's your case?
8 MS. PAIGE: That's our case.
9 MS. DEMILIO: Mr. Bell.
10 ARTHUR BELL,
11 having been called as a witness, was duly sworn and
12 testified as follows.
13 DIRECT EXAMINATION
14 BY MS. DEMILIO:
15 Q. State your name and address, please.
16 A. Arthur M. Bell, 8722 Wendell Avenue.
17 Q. Mr. Bell, on this zoning map which has been
18 admitted in evidence as People's Counsel No. 3, Mr. Leong
19 has shown in blue where his house is located on Wendell
20 Avenue. And I would ask you to take the opportunity to
21 mark where your house is located, and draw a circle around

Page 108

1 your house. Take your time. This is Wendell Avenue.
2 There is Putty Hill.
3 THE CHAIRMAN: Put your intiials there. That's
4 People's Counsel --
5 MS. DEMILIO: People's counsel No. 3.
6 Q. You are across the street?
7 A. Across the street, yes.
8 Q. Now, you can have a seat. How long have you
9 lived at that house, Mr. Bell?
10 A. Since May of '67.
11 Q. Who resides there with you?
12 A. Right now, my wife and my mother-in-law.
13 Q. Do you have children?
14 A. Yes.
15 Q. Did you raise your children there?
16 A. Yes.
17 Q. Now, are you familiar with Mr. Leong's property?
18 A. Yes.
19 Q. Did you know the prior owners?
20 A. Yes, I did.
21 Q. The Millers, did you know the Millers?

Page 109

1 A. Yes.
2 Q. Do you know how the Millers used their porperty
3 when they lived there?
4 A. When I moved in in '67, they had the whole house
5 with their family, and there was two nephews.
6 Q. To the best of your knowledge, in 1967, was there
7 a separate apartment in what we are calling the main
8 house?
9 A. No.
10 Q. There was not. I want to show you what is
11 Petitioner's Exhibit 19B, which is a photograph of Mr.
12 Leong's house. Do you recognize that?
13 A. Yes.
14 Q. When Mr. Leong was testifying, he showed, or he
15 made an ink line on the picture showing the apartment that
16 exists which, I believe, is to the rear of his house. Do
17 you see those lines?
18 A. Yes.
19 Q. Now, can you tell the Board, when you moved in in
20 1967, what part of that house was there and used by the
21 Millers?

Page 110

1 A. As far as I can remember -- well, you can't see
2 the front of the main house.
3 Q. That's to the far right of the picture?
4 A. Right, that's just straight back.
5 Q. Now, how far back did the main house go when you
6 moved in?
7 A. About two rooms.
8 Q. I mean, was the --
9 A. No.
10 Q. -- area marked to the left --
11 A. No, that wasn't there.
12 Q. When was that built? This area Mr. Leong has
13 said is the second apartment in the house, when, to the
14 best of your knowledge, do you know when that part of the
15 house was constructed?
16 A. It had to be like about, I say, close to seventy.
17 Q. Was it after you moved in?
18 A. Between 1967 and '68 or '69.
19 Q. Before that, the Millers lived on the portion of
20 this picture as you're looking at it, to the right of the
21 line?

Page 111

1 A. Yes.
2 Q. Now, there is one floor, a little room that has a
3 separate door on it. Was that there at the time?
4 A. No, not when I moved in.
5 Q. This room wasn't there?
6 A. No. That little room was not there.
7 Q. That was added after?
8 A. Yes.
9 THE CHAIRMAN: What picture is that?
10 MS. DEMILIO: Petitioner's 19B.
11 Q So the house was really just straight back?
12 A. A straight back house.
13 Q. Did you bring any pictures?
14 A. Yes.
15 Q. Did you take the picture? The date it shows is
16 10-23?
17 A. Yes, I did. This is the side view, from in
18 front, and that house was short. This was added on after
19 I moved in.
20 Q. First, let me ask you, this picture represents
21 Mr. Leong's house as you're standing on the street looking

Page 112

1 at his house?
2 A. Yes.
3 Q. You're facing his house when you took the
4 picture?
5 A. Yes, I am.
6 A. I am going to ask you to mark on here, Mr. Bell,
7 this portion of the house that was added sometime, I think
8 you said, after '67?
9 A. Yes. I think.
10 Q. Just draw a line down the part that was added on
11 looking at the house that way. Would you just put a big
12 "X" in this portion?
13 A. In here?
14 Q. Yes.
15 MS. DEMILIO: Now, I'm going to mark that picture
16 as People's Counsel Exhibit No. 5.
17 The picture reflects a line drawn by Mr. Bell
18 with an "X" through that portion of the house which was,
19 by his testimony, was added on after he moved there in
20 1967.
21 Q. Mr. Bell, did you go inside the house that now

Page 113

1 Mr. Leong owns?
2 A. No, I didn't go inside. I had occasion to be in
3 the rear.
4 Q. Would you tell the Board about that occasion and
5 when it happened? First of all, about what year, do you
6 remember?
7 A. It was about '68 or '68. I worked for Baltimore
8 Gas and Electric, and they called in -- or heat -- and
9 they took me around the back of the house, and it was not
10 a long house.
11 They had some scaffolding or framework going up
12 the back of that house. They were making an an addition.
13 I went into a dirt cellar where the furnce was and
14 repaired the furnace.
15 I wanted to go upstairs to check the thermostat,
16 bring the furnace on, and he wouldn't let me go up. He
17 said, I will go up, but it worked, and I left.
18 Q. Now, did the framework that you just testified to
19 end up being the addition on the house?
20 A. Yes, ma'am.
21 Q. Now, can you tell us, were the Millers there when

Page 114

1 you bought your house?
2 A. Yes, they were.
3 Q. Who lived in the house, the Millers' house, we'll
4 call it, that's now Mr. Leong's house?
5 A. It was the Millers and three of their sons.
6 Q. When you say "the Millers" --
7 A. Mr. and Mrs. Miller and the three sons. I think
8 they had five children altogether, but one lived in
9 Pennsylvania.
10 Q. So the three sons lived there at the time?
11 A. At the time. One of the sons was only there a
12 short time, and then it was just the two of them, and
13 that's when the two nephews came.
14 Q. At the time you moved in, there were three sons,
15 Mr. and Mrs. Miller, and one of the sons moved out?
16 A. Yes.
17 Q. He was older, is that what you mean?
18 A. Yes.
19 Q. Then there were two sons remaining. Were they
20 teenagers?
21 A. Late teens, because the one is about the same age

Page 115

1 as my daughter.
2 Q. Now, then, you testified two nephews moved in?
3 A. Yes.
4 Q. They were nephews of Mr. and Mrs. Miller?
5 A. Uh-huh.
6 Q. How old were they when they moved in?
7 A. I'd say they was in their early twenties.
8 Q. Did they live in the main house?
9 A. Yes, they did.
10 Q. At that time, was the structure that we are
11 referring to as the cottage, was that a dwelling at that
12 time?
13 A. It was there. It was very dilapidated and
14 run-down. It was an all wood thing.
15 Q. Was anyone living in there at that time?
16 A. No.
17 Q. Do you remember at what time the structure was
18 changed from the dilapidated run-down --
19 A. The two nephews was gathering up junk, and I
20 asked him what he was doing. Going to take down that old
21 shed? He states, It's not a shed. That's our old chicken

Page 116

1 coop. We're going to fix it up and make a house out of
2 that. And it was about 1970, I guess. They put siding
3 and all on it.
4 Q. Did there come a time around 1970 when the
5 nephews moved in there?
6 A. When he finished it. They lived in it for about
7 two, two and a half years.
8 Q. At that time, to the best of your knowledge, was
9 there another tenant living in the main house along with
10 Mr. and Mrs. Miller?
11 A. No.
12 Q. So it just continued to be Mr. and Mrs. Miller?
13 A. Yes.
14 Q. And whatever?
15 A. And their two sons.
16 THE CHAIRMAN: Excuse me, Mr. Witness. About
17 what year are we talking about?
18 THE WITNESS: In the early seventies, '71, two,
19 something like that.
20 THE CHAIRMAN: Okay. Thank you.
21 Q. Do you recall when Mr. Miller passed away?

Page 117

1 A. I think it was almost 1980, '79 or '80, '81.
2 Right in there.
3 Q. Did you notice mailboxes on the property in the
4 seventies?
5 A. Only the one out front by the curb.
6 Q. Was there only one address on that mailbox?
7 A. Yes.
8 Q. Did there ever come a time when someone other
9 than the nephews lived in the cottage?
10 A. Yes.
11 Q. Do you remember that?
12 A. Yes. I don't remember what they -- just one
13 person, but I can't remember what he looked like. The two
14 nephews moved out.
15 THE CHAIRMAN: About when?
16 THE WITNESS: I guess the early seventies. Maybe
17 '74, '75.
18 Q. Now, when you say the one tenant, do you know Mr.
19 Brushe that we have been referring to today? Do you know
20 who that is, the one that lives there now?
21 A. Yes. He's the one that used to be a school

Page 118

1 teacher.
2 Q. I don't know if there's any evidence to this.
3 A. I don't know what his name was, but he's been
4 there for quite awhile, and there was somebody before him.
5 Q. What about the main house, do you recall when
6 there was ever a tenant?
7 A. After Mr. Miller died, the first I remember
8 seeing any other tenant going into the big house --
9 Q. But Mrs. Miller continued to live there after her
10 husband's death?
11 A. Oh, for a few years, yeah, until she passed away.
12 Q. Now, we have talked about a shed on the property,
13 and it may have been in the pictures offered by the
14 petitioner, but I would ask you to identify this picture
15 again. You took this on 10-23?
16 A. Yes, I did.
17 Q. Does that picture show Mr. Leong's property and a
18 shed?
19 A. That's the shed right there.
20 Q. The shed in the center of the picture?
21 A. Yes.

Page 119

1 MS. DEMILIO: We'll mark this as People's
2 Counsel's No. 6.
3 Q. Do you recall how that shed came to be on that
4 property?
5 A. It was delivered. I couldn't tell you who
6 delivered it, but they had a devil of a time getting it
7 back that far.
8 Q. When you say delivered, can you approximate the
9 time, how many years ago? Was it in the nineties?
10 A. It was after Mr. Miller died and the boys' mother
11 passed away. The two boys had it put there to keep their
12 stuff in.
13 THE CHAIRMAN: The two boys, or two nephews?
14 THE WITNESS: Oh, no. The two boys.
15 Q. Are you saying sometime in the eighties, maybe?
16 A. Yes.
17 Q. Was that shed brought there before 1980?
18 A. No.
19 Q. Now, Mr. Bell, unless you think there's a reason
20 to put in duplicates of the pictures, there's no reason to
21 put in the same picture.

Page 120

1 A. That's the same, just a little different angle.
2 Q. Do you know how that shed is being used today?
3 A. It's a little warehouse.
4 Q. What do you mean by that?
5 A. They store cleaning materials in it.
6 Q. Do you have pictures of that?
7 A. Yes. There's the delivery truck there.
8 Q. Let me ask you first if you can identify this
9 picture. Did you take it?
10 A. Yes, I did. And it was 4-24-2000.
11 Q. Did you take that picture from your house?
12 A. From my house.
13 Q. Across the street?
14 A. Yes.
15 Q. Which is across the street?
16 A. Yes.
17 MS. DEMILIO: This is People's Counsel's No. 7.
18 Q. Just tell the Board what's in that picture?
19 A. This is a picture of the Fitch Company. Says,
20 For a cleaner, healthier and safer environment, and it's
21 got a man with a handtruck delivering material which he

Page 121

1 puts in the shed.
2 Q. Did you have occasion to observe those
3 deliveries?
4 A. Yes.
5 Q. Was this the only time it happened?
6 A. Oh, no. I have seen them there on successive
7 days, and then sometimes he don't come for three or four
8 weeks.
9 Q. Is this a similar picture of someone putting
10 deliveries in the shed?
11 A. It's the same day, actually, 4-24. And the other
12 one, I took a month before.
13 Q. So this picture on 4-24 you identified is the
14 taken the same day as your previous picture?
15 A. Yes, right.
16 MS. DEMILIO: I will offer this as People's
17 Counsel's No. 8.
18 MS. PAIGE: I didn't hear her offer them, but I
19 am going to object to both of them as irrelevant.
20 THE CHAIRMAN: Why?
21 MS. PAIGE: The use of the shed is not part of

Page 122

1 this hearing. It was used as a shed. Whatever it's used
2 for, the issue in the hearing are the physical location,
3 my view, to the two dwelling units, and nothing else.
4 It's askewed as to whether the other units are at
5 issue, but it's not the use of the shed. It's not part of
6 this proceeding.
7 THE CHAIRMAN: Counsel?
8 MS. DEMILIO: I think Mr. Leong, on several
9 occasions -- and I am almost finished with this line of
10 questioning -- but Mr. Leong testified on several occasion
11 how he was using the shed. I think it goes to his
12 credibility.
13 He said he kept garden tools there. He said he
14 wanted to use his property in a legal way and we should
15 believe his testimony.
16 And yet here's testimony he's using the shed for
17 something other than garden tools.
18 Let me just say the purpose of this line of
19 questioning is not to call to this Board's attention or
20 call in line, I should say, Mr. Leong's use of the
21 property as it may affect any other zoning issue.

Page 123

1 I am merely offering this to show his
2 credibility, because I asked him what he was using the
3 shed for, and he offered testimony.
4 THE CHAIRMAN: For that limited purpose only.
5 MS. DEMILIO: And I think I can speak for the
6 neighbors, frankly, when I say that.
7 I think it's just -- we realize the purpose of
8 this hearing is he wants to expand upon it.
9 THE CHAIRMAN: He did make a specific statement,
10 and to the extent it affects his credibility at all,
11 considering his language difficulty, and those sorts of
12 things, which you certainly can deal with.
13 Q. Mr. Bell, do you recall the time that the Millers
14 no longer lived on the property? Do you remember when
15 that happened, they moved?
16 A. You mean when they moved out?
17 Q. Right.
18 A. That was after Mrs. Miller died. And the two
19 boys lived there until the time the house was sold.
20 Q. When you say "the two boys," you mean Mr. and
21 Mrs. Miller's sons?

Page 124

1 A. They had two sons, yeah.
2 Q. Do you recall if there was ever a For Sale sign
3 for the house, do you know?
4 A. No, I don't recall seeing it.
5 Q. Now, did there come a time when Mr. Leong moved
6 into the property? Do you recall when that happened?
7 A. Well, I saw him coming in after the Miller boys
8 got out. They came in and did some work, and then Mr.
9 Leong moved in.
10 Q. Mr. Bell, I just want to ask you some other type
11 questions right now. You said you lived in this
12 neighborhood since approximately 1967?
13 A. Yes.
14 Q. Are the majority of the homes in the area -- do
15 you know what I mean when I say the neighborhood? That's
16 Parkville?
17 A. Parkville.
18 Q. Are they single-family homes or multi-family
19 homes, or do they operate with apartments?
20 A. There is all single homes, except a --
21 MS. PAIGE: Objection.

Page 125

1 THE CHAIRMAN: Excuse me?
2 MS. PAIGE: Objection. I don't think that's
3 relevant either.
4 MS. DEMILIO: It goes to the issue of whether
5 multi -- this is the question should this residence be
6 permitted here. I think a flavor of the neighborhood is
7 important for the Board to decisde.
8 THE CHAIRMAN: The character of the neighborhood
9 is a factor we certainly can hear.
10 It doesn't necessarily mean it's good or bad or
11 we approve it or don't, but it's certainly a factor.
12 MS. PAIGE: That would be a factor if we were
13 asking for a special excpetion or a use permit.
14 What we are trying to establish is it's not --
15 the issues that are presented here is whether the three
16 dwelling units in two buildings are permitted under the
17 regulations either as a nonconforming use or under the
18 interpretation of the zoning regulations.
19 This is not a request for a use that's
20 discretionary with this Board. It's based on specific
21 legal parameters. And I don't think the character of the

Page 126

1 neighborhhod really has anything to do with that.
2 However, if Ms. Demilio wants to get into this,
3 then we'll bring in many bits of information, frankly, I
4 didn't even bring it with me, having determined it was
5 useless.
6 But there are several variances in this
7 neighborhood, and there many multiple-family uses in the
8 vicinity.
9 THE CHAIRMAN: In responding to that, Ms.
10 Demilio? Do you have a response before I rule?
11 MS. DEMILIO: First of all, her claiming this is
12 a nonconformng use, I think it's important to look at the
13 character of the neighborhood and whether or not a
14 nonconforming use is even believable or conceivable in
15 this type neighborhood, if they can describe they were
16 single-family homes.
17 So I think it doesn't even go to the
18 nonconforming use issue. Whether or not a variance can
19 even be granted to permit two dwellings, I agree is a
20 legal issue, but in the Board's discretion, the Board
21 often considers the character of the neighborhood, because

Page 127

1 in McClean v. Soley, they talk about how a variance would
2 impact the neighborhood and whether a variance should be
3 granted, its impact on the neighbors, whether it's a
4 lesser type variance that could be granted which would
5 have less adverse impact.
6 THE CHAIRMAN: I agree that whether a variance
7 has been or hadn't been granted is not in and of itself
8 probative of whether this particular relief should be
9 granted.
10 But in terms of the case law that we do have, the
11 Board is concerned always with the character of the
12 neighborhood we deal with, and that's not a factor that we
13 ever can ignore completely. So to some limited extent,
14 we'll allow it.
15 Q. Mr. Bell, I believe your testimony before all
16 this argument was there were no apartments either, they
17 were all single-family dwellings. Does that include
18 Wendell Avenue?
19 A. All the way down Wendell Avenue.
20 Q. From Putty Hill down?
21 A. From Putty Hill too.

Page 128

1 Q. What about your address at Wendell Avenue?
2 You're on the corner lot with Delphia Court. Now, are
3 there --
4 A. All individuals there.
5 Q. All single-family homes?
6 A. All single-family homes.
7 Q. Have you walked around the neighborhood? You've
8 observed --
9 A. Yes, I have.
10 Q. Did you ever see one mailbox with two addresses
11 on it, or two mailboxes outside of any of these homes?
12 A. No.
13 Q. Do you object to the petitioner being able to use
14 his property as multiple-family?
15 A. Yes. It's always at least five automobiles
16 around there, just from there.
17 Q. What problems does that present to you, if any?
18 A. Well, the wife don't care for it, because they
19 way --
20 Q. Excuse me?
21 A. -- you park on my side of the street sometimes,

Page 129

1 and when she backs out of the driveway, guesss who's
2 coming down the street.
3 Q. So can I assume from that testimony, most of the
4 residents in this area park on the street?
5 A. Most of them do.
6 Q. Now, Mr. Bell, you have testified you have no
7 problems personally with Mr. Leong living there?
8 A. None at all.
9 Q. So if it were a single-family home and Mr. Leong
10 lived there with his parents, you'd have no objection.
11 A. No. It don't bother me. He's very quiet.
12 MS. DEMILIO: I have no further questions.
13 THE CHAIRMAN: Cross?
14 CROSS EXAMINATION
15 BY MS. PAIGE:
16 Q. Mr. Bell, you said you moved in in May of 1967?
17 A. Yes.
18 Q. There was no construction, as I understand it at
19 that time, going on?
20 A. Not that I could see.
21 Q. Nothing at all happening in that neighborhood at

Page 130

1 that time on this property?
2 A. Oh, no.
3 Q. No construction?
4 A. I couldn't see any.
5 Q. You said you've never been inside the property?
6 A. No. Not indoors, no.
7 Q. But in 1968 or '69, I think you testified there
8 was framing around the rear of the house?
9 A. Yes.
10 Q. You said you went into the basement to look at
11 the furnace?
12 A. Like a dirt cellar. It's all that was there.
13 Q. Was that under the old house or under the frame?
14 A. Under the old house.
15 Q. Under the house that was there, you went into the
16 basement. Was it a dirt cellar?
17 A. From the rear.
18 Q. So you went down, and the furnace you were
19 looking at was the furnace serving the house as it
20 existed?
21 A. Just one furnace in the house.

Page 131

1 Q. It was above that dirt floor cellar that the
2 Millers lived?
3 A. Yes.
4 Q. There were how many people living in the house at
5 that time? Five children and the Millers?
6 A. Oh, no, not all. I think there was only three of
7 his children there, and Mr. and Mrs. Miller. And the
8 nephews.
9 Q. The nephews came later and sometime lived in the
10 original house?
11 A. Yes.
12 Q. So you had two adults, two teenage nephews, or
13 young adults?
14 A. They were pretty young.
15 Q. So you really have four adults and two children
16 living in that original house?
17 A. Uh-huh.
18 Q. Do you have any idea how many bedrooms were in
19 that house?
20 A. No. I never got inside.
21 Q. Now, you said the nephews fixed up the little

Page 132

1 house, the cottage. There were no chickens anytime you
2 were there?
3 A. No chickens, no live chickens, no. But there
4 were chicken nests in there.
5 Q. How could you tell, if you had never been inside?
6 You had never been inside?
7 A. Not the original house. You're talking about the
8 little cottage.
9 Q. You were inside the cottage?
10 A. No. But as I said, it was in a shambles. And
11 when they started bringing the insides out, portions of
12 it -- if you ever saw a chicken house, they have little
13 boxes for the chickens, for each chicken to get into to
14 lay his egg.
15 MS. DEMILIO: "Her egg," for the record.
16 A. Her egg. Excuse me. But they threw these boxes
17 out, and that's when I asked the nephew what he was doing.
18 He said, We are going to clean out the old
19 chicken house and we are going to make a little house out
20 of it.
21 Q. And that was in the early 1970s, you said?

Page 133

1 A. Yes.
2 Q. It was certainly several years after you moved
3 into your house?
4 A. Uh-huh.
5 Q. Now, the nephews lived there for number of years
6 in the little house?
7 A. Yes.
8 Q. Who lived in the house after they built the
9 addition, as you testified, in the big house?
10 A. I don't know who lived in it when they put the
11 addition on the back. I never saw anybody but Mr. or Mrs.
12 Miller or the two boys in there.
13 Q. So you never saw any tenants all the time the
14 Millers were there?
15 A. Nope.
16 Q. And that would go through the time Mrs. Miller
17 died?
18 A. Yes.
19 Q. But you did see a tenant move in after the
20 nephews moved out, you said, in 1974 or '75?
21 A. Into the little house?

Page 134

1 Q. Yes.
2 A. Yes.
3 Q. So that was twenty-five year ago, a new tenant
4 moved in, and there's been a tenant there continuously
5 ever since for the last twenty-five years?
6 A. Yes.
7 Q. You never complained about that to anyone, did
8 you?
9 A. I did not know if it had permits or not.
10 Q. Well, did you complain about Mr. Leong's tenants?
11 A. No, I did not.
12 Q. When did you first learn that there was a
13 question about Mr. Leong's tenants?
14 A. Some -- I don't know who it was -- somebody in
15 the neighborhood asked me what was going on there.
16 Q. What did you say?
17 A. I told him I didn't know. They just had some
18 people moving in.
19 Q. When was that?
20 A. I really can't be exactly when that was.
21 Q. Did you find that objectionable?

Page 135

1 MS. DEMILIO: Objection.
2 A. Well --
3 Q. People moving in?
4 A. Well, it was only one person.
5 Q. Who was that?
6 A. I don't know who it was.
7 Q. Someone other than Mr. Leong?
8 A. This is before he went in? Are you talking about
9 before he went in, or after?
10 Q. No. I asked you whether you objected to Mr.
11 Leong's lease of the property. You said you didn't?
12 A. They already had a tenant when he moved in.
13 Q. You didn't find that objectionable either?
14 A. That tenant had been there for years.
15 Q. Are we talking about a tenant in the big house or
16 in the little house?
17 A. The little house.
18 Q. And you didn't have, as you've already said, you
19 didn't have an objection to that?
20 MS. DEMILIO: Objection. Asked and answered.
21 A. I did not know whether the house had ever been

Page 136

1 permitted or not, so I wasn't going to stir up anything.
2 Q. And then I asked you, how did you first learn
3 that there was a problem with the use of this property,
4 and you said a neighbor came in and said, What's going on
5 over there?
6 A. Yes. There is -- somebody said -- one of the
7 neighbors came to me, saw me out front, and asked me about
8 it. I told him I didn't know anything that was going on
9 about it.
10 Q. This was after Mr. Leong bought it, or before?
11 A. After he bought it.
12 Q. Did you then find out what was going on about it?
13 A. I got a letter.
14 Q. From whom?
15 A. The county.
16 Q. What was that letter?
17 A. About protesting against apartments.
18 Q. Was that a letter from the county about a
19 protest?
20 A. Something about a court case, yes.
21 Q. Was that before or after the sign went up

Page 137

1 advertising the hearing before the Zoning Commissioner?
2 A. Before.
3 Q. You got a letter from the county?
4 A. Yes.
5 Q. You don't know who sent you that letter?
6 A. No, I don't.
7 Q. Why is it that you decided to protest when there
8 had been a tenant in the big house and a tenant in the
9 little house before Mr. Leong bought it?
10 A. Well, there is so many cars parked out there all
11 the time. When there was one tenant in the little house
12 and one girl in the apartment, that was only two cars.
13 Now, there is five. And at one time, there were
14 seven.
15 Q. So it was really the parking, not the tenants,
16 that bothered you?
17 A. Well, the tenants too. The tenant before the
18 ones that's in there now, it started out with a girl with
19 a small child. He would bring home -- he drove the
20 transporter, the truck that transports cars, and parked it
21 out front.

Page 138

1 Q. Who was that?
2 A. Her tenant that was there before he moved in.
3 Q. You didn't complain about that, did you?
4 A. Yes, I did. In fact, I got one truck driver a
5 hundred dollar fine.
6 Q. But that was for parking a truck. You didn't
7 complain about the fact he lived in the apartment?
8 A. No. But he lived in the back with the girl, and
9 he had New York tags on his car. He left the car, parked
10 it there, and drove the truck, and his car would stay
11 there for weeks.
12 Q. Approximately when was that? Was that before --
13 A. Before Mr. Leong.
14 Q. Was it before Mr. Miller died?
15 A. No. It was after.
16 Q. But before Mrs. Miller died?
17 A. No. It was after her, too.
18 Q. Was it when the son was living in the house?
19 A. Yes.
20 Q. Now, you moved in in May of '67?
21 A. Yes.

Page 139

1 Q. And you have no knowledge whatsoever about this
2 property before that, is that correct?
3 A. No. I didn't bother my neighbors, and they
4 usually didn't bother me. At one time, I did have some
5 trouble with them.
6 Q. With who, the Millers?
7 A. Yes.
8 Q. What was that about?
9 A. They were renting a garage next door to their
10 property and repairing automobiles.
11 Q. On a different property?
12 A. Yes.
13 Q. And you complained about that?
14 A. Yes, I did.
15 Q. Did the nephews live in the big house after the
16 addition was made, or that was when they moved?
17 A. That's when they were working on it, I believe.
18 Q. But they lived in the original house?
19 A. Yes.
20 Q. Did they ever live there after the addition?
21 A. No. As soon as they got the little house, they

Page 140

1 moved into the little house, and then completed the back
2 end.
3 Q. I want to be perfectly clear, because it's
4 important. Everybody lived in the original house until
5 1968 or '69?
6 A. Something like that.
7 Q. But it wasn't earlier? It was a few years after
8 you moved in?
9 A. Yes.
10 Q. So it wouldn't have been earlier than '68, or
11 even seventy?
12 A. Right.
13 Q. Then the big house was expanded and the nephews
14 never lived in the expanded house, they just moved into
15 the little house about the same time?
16 A. Yes.
17 Q. Then Mrs. Miller and Mr. Miller and their two
18 children lived in the whole big house?
19 A. Yes.
20 Q. Until they died?
21 A. Right.

Page 141

1 Q. You're pretty sure of the sequence?
2 A. Yes. I can't remember the dates too well, but --
3 Q. But the sequence is right?
4 A. Yeah.
5 Q. And there's no question in your mind about that
6 visit when you went into the cellar and the cellar was
7 underneath the house they were living in?
8 A. Yes.
9 Q. And then there was no addition on it at that
10 time?
11 A. No. They were building -- they were repairing
12 the framework.
13 Q. And your recollection is they were building it on
14 the back?
15 A. On the back, yes.
16 Q. And you are very clear in your mind about that?
17 A. Uh-huh.
18 Q. So the new house, you're clear in your mind, was
19 not over the cellar, it was in back?
20 A. Well, yeah, because when you go down their yard,
21 it goes down and around the back, and that would have been

Page 142

1 level with that first floor.
2 And if they had -- to me, if the builder had
3 built that house, he would have put everything on the same
4 level. And they were just adding on.
5 Q. So they added on the back?
6 A. Uh-huh. To the side.
7 Q. And to the side?
8 A. Yeah.
9 MS. PAIGE: Okay. Thank you. I have nothing
10 further.
11 THE CHAIRMAN: Redirect?
12 REDIRECT EXAMINATION
13 BY MS. DEMILIO:
14 Q. Just so I understand, Mr. Bell, the last thing
15 you said -- do I understand your testimony -- that Mr.
16 Leong testified that the --
17 MS. PAIGE: Just ask the questions. He's your
18 witness. You're leading.
19 MS. DEMILIO: I'm not leading. Mr. Leong
20 testified that part of the house in the back was not on
21 the same level, the first floors weren't on the same

Page 143

1 level.
2 Q. Do you remember recall that testimony from this
3 morning?
4 A. Uh-huh.
5 Q. Do I understand your testimony, your opinion, if
6 the house were originally constructed at one time, the
7 whole house, the floors, would have been the same all the
8 way throughout the house?
9 A. I would think so, because I used to build a
10 little.
11 Q. Build houses?
12 A. I worked with my brother, who was a builder.
13 MS. DEMILIO: I have no further questions.
14 A. But they didn't have no floors when I was there,
15 just this outside frame.
16 Q. When you were on the property?
17 A. Right.
18 MS. DEMILIO: I have no further questions.
19 Thank you.
20 THE CHAIRMAN: Cross?
21 MS. PAIGE: Nothing further.

Page 144

1 THE CHAIRMAN: Ms. Demilio?
2 MS. DEMILIO: Let me say, for the record, I want
3 to try to keep this brief so we can finish today, so I am
4 going to put a witness on really quick, and then I may ask
5 generally of the witnesses if they have anything else to
6 add, and I would request the Board to consider their
7 credible testimony, in the interest of expediency. Mr.
8 Pyszkiewitz.
9 E D M U N D T Y S Z K I E W I C Z,
10 having been called as a witness, was duly sworn and
11 testified as follows:
12 DIRECT EXAMINATION.
13 BY MS. DEMILIO:
14 Q. I will ask you to state your name and address and
15 identify your house on the map, so remain standing, give
16 your name, and spell your last name for the court
17 reporter?
18 A. Edmund -- E-d-m-u-n-d -- Tyszkiewicz --
19 T-y-s-z-k-i-e-w-i-c-z.
20 Q. Your address?
21 A. 8714 Wendell Avenue, Baltimore, Maryland 21234.

Page 145

1 Q. Are you on the same side or across the street?
2 A. I'm across the street from Mr. Leong's property.
3 On the same side as Mr. Bell.
4 Q. Mr. Bell has put his initials on there. This is
5 Mr. Leong's. Can you mark where your house is?
6 A. (Indicating.) Right here.
7 Q. So you are just south of Mr. Leong's?
8 A. Right.
9 Q. You're familiar with the neighborhood?
10 A. Yes, I am.
11 Q. How long have you lived there?
12 A. November 1st, it will be eighteen years.
13 Q. Are you aware of any multi-family dwellings in
14 your neighborhood area?
15 A. No, I'm not.
16 Q. When you say your area, being the Parkville area,
17 your neighborhood?
18 A. Right. There's no multi-dwellings.
19 Q. Are there any on Wendell Avenue?
20 A. No, ma'am.
21 Q. How about on the court, Delphia Court?

Page 146

1 A. No, ma'am. None on Quantrum, none on Fowler.
2 Q. How about Lambros Road?
3 A. None.
4 Q. Those are all streets off Wendell Avenue?
5 A. That is correct.
6 Q. Do you object to a multiple-family dwelling on
7 one lot in this area?
8 A. Yes.
9 Q. Why is that?
10 A. Well, when I bought my home, I want into an area
11 I thought was a single-family home, that's what I intended
12 to have, and I hoped we'd always have it.
13 Q. Do you have a garage or carport?
14 A. No. I have a pad on my property.
15 Q. Do you park all your cars there?
16 A. I only have one car now.
17 Q. Do your neighbors have occasion to park on the
18 street?
19 A. Oh, yes. I park on the street once in awhile.
20 Q. If Mr. Leong were to live there as a
21 single-family residence, do you have any objection to that

Page 147

1 at all?
2 A. I always thought he was a single-family residence
3 until I saw the zoning notice, and that's when I found out
4 it wasn't a single-family dwelling.
5 Q. So you have no objection to Mr. Leong?
6 A. Oh, no.
7 MS. DEMILIO: All right. I have no further
8 questions.
9 THE CHAIRMAN: Counsel?
10 CROSS EXAMINATION
11 BY MS. PAIGE:
12 Q. You moved in in 1982, if my arithmetic is
13 correct?
14 A. Eighteen years would be '82.
15 Q. You don't have any knowledge of the neighborhood
16 before 1982?
17 A. Well, I have a sister-in-law that lived in the
18 neighborhood. I knew the people that I bought my home
19 from.
20 Q. But you don't know anything about Mr. Leong's
21 house prior to 1982?

Page 148

1 A. Oh, no, no.
2 Q. Would I be correct in saying the houses on your
3 side of the street are generally newer than the houses
4 across the street where Mr. Leong lives?
5 A. Let me see what you're drawing there.
6 Q. Right at the corner of Putty Hill and Wendell
7 Avenue on Mr. Leong's side of the street, those are older
8 homes?
9 A. Yes, ma'am.
10 Q. Those were all there before your subdivision
11 across the street?
12 A. They were probably built in the thirties, maybe.
13 Q. And we have some pictures.
14 A. Wait. Let me -- Mr. Leong's home, I can't really
15 say if that home was built when those other homes were
16 built, I can't say that, because that home -- when I moved
17 into the neighborhood -- was a pretty decent looking
18 homes, whereas the other homes were, or needed some work.
19 Q. Which ones needed some work?
20 A. I would say probably every one on Putty Hill
21 needed some. Let's face it. All homes need work, so you

Page 149

1 only do what you want to do, or have to do, or can afford
2 to do. But those homes in the area are older than my
3 home.
4 Q. The subdivision you're in is a relatively newer
5 subdivision?
6 A. From the style of the homes, sure.
7 Q. Are you familiar with a building at the corner of
8 Putty Hill and Avondale Road?
9 A. Putty Hill and --
10 Q. Avondale.
11 A. Putty Hill and Avondale? A building? There's no
12 building there. It's four homes.
13 Q. Pardon? Right on the corner, there's not a
14 building on the corner of Avondale?
15 A. Avondale and Putty Hill is four homes. It's a
16 traffic light and four homes.
17 Q. I am talking about on the opposite side of the
18 street from your side.
19 In other words, across Putty Hill Avenue on the
20 other side of the street, are you familiar with that
21 house?

Page 150

1 A. I am familiar, but I don't think you are, your
2 location, ma'am, because I know the corner.
3 Q. This is about a block away from your house?
4 A. About a block away. And I walk by there.
5 Q. Right here, it shows a house. Are you telling me
6 this house isn't there?
7 A. You're telling me it's a building. I'm telling
8 you it's a house.
9 Q. Right on the corner, are you familiar with that?
10 I will put a circle around it.
11 A. It's a house and a garage there. I know where
12 that is. It's a house. It's no building.
13 Q. Okay. A house?
14 A. A home.
15 Q. Isn't there a "For Rent" sign for an apartment on
16 that house?
17 A. I drove by there this morning. I didn't see no
18 rent sign.
19 Q. You're not aware that house has apartments in it?
20 A. No.
21 Q. And, really, you couldn't tell, unless there were

Page 151

1 a sign out on a large house, whether or not it's been
2 converted to apartments or not, could you?
3 A. Oh, I think you could, because our neighborhood
4 is all single-family dwellings, one-story homes. None of
5 our homes in our neighborhood are two stories.
6 Q. Is this home two stories on the corner I have
7 circled?
8 A. I think it is. Well, wait. I can't really say
9 two stories, because you enter one level from the front
10 side -- I don't know if that's two stories. It probably
11 is. Because it's an older home, it probably is.
12 Q. But you're not terribly familiar? You don't know
13 what's inside that house?
14 A. Well, how could I know, ma'am?
15 MS. PAIGE: Thank you. No further questions.
16 MS. DEMILIO: I have no further questions.
17 THE CHAIRMAN: Thank you, sir.
18 MS. DEMILIO: Ms. Rush.
19 ALVERA RUSH,
20 having been called as a witness, was duly sworn and
21 testified as follows:

Page 152

1 DIRECT EXAMINATION
2 BY MS. DEMILO:
3 Q. For the record, just state your name and address.
4 A. Alvera Rush, 3307 Putty Hill Avenue, 21234.
5 Q. You're familiar with Mr. Leong's property?
6 A. Yes, I am.
7 Q. You're familiar with the property that Ms. Paige
8 circled on here at the corner of Putty Hill and Avondale?
9 A. Yes. That's my neighbors.
10 Q. What is located there?
11 A. It's an animal rescue, a houseful of cats.
12 Q. Is there just one person living there?
13 A. No human being lives there. The lady that owns
14 it lives in Pennsylvania. It's been there about eight
15 years. My husband and I fought it. Baltimore County
16 allowed it.
17 Q. So you're saying there's no person that lives
18 there?
19 A. No.
20 Q. You mean it's just a refuge for cats?
21 A. For about a hundred cats.

Page 153

1 Q. Who takes care of the cats?
2 A. Volunteers.
3 MS. DEMILIO: I have no further questions.
4 THE CHAIRMAN: Counsel?
5 CROSS EXAMINATION
6 BY MS. PAIGE:
7 Q. Well, the rescue is on the right side of the
8 house as you're going towards --
9 A. If you are going towards Belair Road, it's on the
10 southeast side of Avondale.
11 Q. What I circled on the north, I think --
12 THE CHAIRMAN: Counsel, can I suggest that maybe
13 you take the lady over to the map, show her where her
14 house is, and walk her through it.
15 Q. We'll have her show me where her house is. Can
16 you help me with that, please?
17 THE CHAIRMAN: Start with that. Why don't we
18 try to locate your house first?
19 A. Where's Avondale?
20 Q. Here's Avondale. Going towards the beltway.
21 This is the beltway, do you see that?

Page 154

1 A. Right. Here we are, talking about the cat house
2 right here.
3 Q. People live in the one I circled?
4 A. Yes.
5 Q. Do you know if there's more than one apartment in
6 that building?
7 A. Over here?
8 Q. Yes.
9 A. No.
10 Q. You don't know, or you think there isn't?
11 A. There is not.
12 Q. But that's not the cat house?
13 A. No. That's here.
14 THE CHAIRMAN: Folks, not meaning any disrespect
15 to everyone, but we have got more people up there than the
16 record reflects.
17 Q. (MS. DEMILIO) Mrs. Rush, your testimony is the
18 house that was circled by Ms. Paige is a single-family
19 dwelling?
20 A. Oh, yes.
21 MS. DEMILIO: Thank you. I have no further

Page 155

1 questions.
2 THE CHAIRMAN: Counsel?
3 MS. PAIGE: Thank you.
4 THE CHAIRMAN: Thank you, ma'am.
5 MS. DEMILIO: Mr. Geisendoffer.
6 R A Y M O N D G E I S E N D O F F E R, S R.,
7 having been called as a witness, was duly sworn and
8 testified as follows:
9 DIRECT EXAMINATION
10 BY MS. DEMILIO:
11 Q. State you name, and spell your last name, please.
12 A. Raymond Geisendoffer, Sr.
13 G-e-i-s-e-n-d-o-f-f-e-r, Sr.
14 Q. Where do you live, Mr. Geisendoffer?
15 A. 8700 Wendell Avenue.
16 Q. Where is that in relation to Mr. Leong's
17 property, on the same side?
18 A. No. It's further down from him. He's up on the
19 corner. I am a block and a half down.
20 Q. On the same side?
21 A. No.

Page 156

1 Q. On the opposite side?
2 A. Opposite side.
3 Q. Can you pick your house out here?
4 A. Here's mine. He's up here. What's his number?
5 Q. 8714. You're 8700.
6 THE CHAIRMAN Would you repeat that address?
7 MS. DEMILIO: He's 8700.
8 Q. This is your house, you think. I am going to
9 draw a circle around it. Put your initials around it.
10 A. RG.
11 Q. So you're on Wendell, on the opposite side of --
12 A. South of him.
13 Q. -- Of Mr. Leong, and below -- just below Lambros
14 Road?
15 A. Right, right.
16 Q. You can have a seat.
17 A. Thank you.
18 Q. How long have you lived there?
19 A. Since July 1967.
20 Q. Are you familiar with --
21 THE CHAIRMAN: Excuse me. We are having a hard

Page 157

1 time hearing. Too much conversation.
2 MS. DEMILIO: Can I ask the people to please be
3 quiet so we can hear the testimony. Thank you.
4 Q. Now, were you familiar with Mr. Leong's house
5 since 1967?
6 A. Yes.
7 Q. Did you ever walk by there when you first moved
8 into the neighborhood?
9 A. Usually, I am driving up and down the street.
10 Q. Do you remember when the cottage was not used as
11 a dwelling, or do you remember when it was fixed up?
12 A. It was called more to my attention when they put
13 the sign out there stating that they wanted to make some
14 changes in the property.
15 Q. You mean the sign that's out there now?
16 A. Yes.
17 Q. I'm talking about late in the sixties.
18 A. The late sixties, it was a new development called
19 Wendell Gardens, and all the homes were built,
20 single-family homes.
21 Q. Let me ask you this. Mr. Bell testified that in

Page 158

1 the late sixties or early seventies, what we're calling
2 the cottage on the property owned now by Mr. Leong was
3 sometimes called the chicken coop, and in the late sixties
4 or early seventies it was fixed up. Do you have any
5 recollection of that?
6 A. No.
7 Q. Do you have any recollection of Mr. Leong's house
8 having any apartments in it?
9 A. No.
10 Q. Did it ever have an apartment, that you know?
11 A. Not as far as I know.
12 MS. PAIGE: I have to object, because he said he
13 had no recollection.
14 THE WITNESS: I said not as far as I know.
15 A. It could have been there because, you know, you
16 don't always pay attention to certain things. But when
17 you see changes in the neighborhood, a family moving in,
18 especially our area, all young families moving in with
19 children, and people getting to know one another, and you
20 feel more secure when you have people in your neighborhood
21 that bring in families, who want to establish a nice area.

Page 159

1 Q. So can I take it you're opposed to creating a
2 multiple-family dwelling on the lot in your neighborhood?
3 A. I do, for this reason. You have people moving in
4 and moving out. You never know who's moving into your
5 neighborhood, which I have nice neighbors.
6 We trust one another. They go away, leave their
7 keys with me. Their homes are well taken care of. And we
8 do that for each other.
9 But when you get transient people, because you
10 don't know know where they're coming from, or who they
11 are, and that's the reason why we have to have a community
12 association and nice neighbors and people that, you know.
13 Q. If Mr. Leong was going to live in his house with
14 his family, do you have any objection to that, Mr. Leong
15 being here?
16 A. No, I have no objection to that, as long as he's
17 a good neighbor and --
18 Q. Takes care --
19 A. -- takes cares care of his property. That's all
20 you ask for.
21 MS. DEMILIO: No further questions.

Page 160

1 CROSS EXAMINATION
2 BY MS. PAIGE:
3 Q. Mr. Leong does take care of his property, doesn't
4 he?
5 A. As far as I know. I say I don't know what he has
6 in his home. I don't know what those apartments consist
7 of.
8 Q. Do you understand --
9 A. All I know, when I read about apartments being
10 rented out, what type of apartments they are, most of the
11 times they take security from people, to make sure they
12 are going to be reliable.
13 Q. Do you know Mr. Brushe, who lives in the cottage?
14 A. No, I do not know him. In fact, it's hardly
15 recognizable. The only time I ever saw anybody, back when
16 people were coming in and going out. You drive by there,
17 you don't stop to look around.
18 Q. You never objected to any of the tenants that
19 were there before Mr. Leong?
20 A. I never knew who the tenants were. As long as
21 they are one-family home, coming from one-family

Page 161

1 apartments, that's all I ask of anybody.
2 Q. But you didn't know whether there was more than
3 one apartment or not on that property before Mr. Leong
4 bought it?
5 A. You can always tell according to the number of
6 cars. The fact it was an increased number of cars parked
7 lately than were there before, and that's when you start
8 to notice things.
9 And not only myself, but other people in the
10 neighborhood was also interested in what was taking place,
11 because it's all one-family homes.
12 Q. But my question to you is, there were tenants,
13 according to Mr. Bell's testimony, there were tenants on
14 the property. And, in fact, we have Mr. Leong's testimony
15 as well, and one of the leases was put in evidence. There
16 were tenants in the property prior to his purchasing the
17 property, and you had no objection to that, did you?
18 A. It's not objection. It's knowledge of the --
19 who's living where.
20 Q. Why is it that you didn't notice there were
21 tenants there before, and now you know there are tenants?

Page 162

1 A. Number of cars.
2 Q. That's the only way you knew?
3 A. Number of vehicles. Just like Mr. Bell said, the
4 truck parked there, his car parked there, you notice those
5 things. Then sometimes -- and it's illegal for anybody to
6 park their truck over night in a residential neighborhood.
7 Q. But it's not illegal to park cars on the street?
8 A. I would say not.
9 Q. In fact, everybody parks their cars on the
10 street?
11 A. As long as it's mobile, you can move it. As long
12 as you don't have something jacked up in front of your
13 house or their house and you can't move it; then you have
14 the fire department to deal with in case of a fire,
15 something like that.
16 So you have to have consideration you can move
17 something in case the fire department comes to put out a
18 fire. And that's other thing. You see most of the places
19 around where people have apartments rented out will have
20 fire esxcapes. You got to think of the safety of the
21 people that's living there. Fire alarms in the homes and

Page 163

1 fire extinguishers.
2 In other words, all provisions are made so a
3 person can protect the safety of those that are renting.
4 Q. I take it you've never been inside the Leong
5 house?
6 A. No, I have never been inside. But I tell you one
7 thing, from the testimony I heard today, sometimes an
8 on-site inspection of property will reveal more than you
9 could here, at the site.
10 MS. PAIGE: I have no further questions.
11 MS. DEMILIO: No questions.
12 THE CHAIRMAN: Thank you, sir.
13 THE WITNESS: You're welcome.
14 MS. DEMILO: Ms. Baisden.
15 R U T H B A S I N,
16 hving been called as a witness, was duly sworn and
17 testified as follows:
18 DIRECT EXAMINATION
19 BY MS. DEMILIO:
20 Q. State your name and address, please.
21 A. Ruth Baisden. I live at 7706 Oak Avenue,

Page 164

1 Baltimore, Maryland 21234.
2 Q. How far is your home from the subject site, Ms.
3 Baisden?
4 A. I live down on Taylor Avenue, which is probably
5 the next intersection after Harford Road.
6 Q. Do you belong to any community groups that
7 includes the subject site, Mr. Leong's property?
8 A. I'm sorry?
9 Q. Do you belong to a community group that
10 encompasses Mr. Leong's property?
11 A. I am secretary of a community council which
12 encompasses that.
13 Q. What's the name of the council?
14 A. The Greater Parkville Community Council.
15 Q. What are the boundaries of the council?
16 A. The boundaries are -- it's a community council
17 made up of community associations, civic groups, and
18 residents in the Parkville, Carney and Cub Hill area.
19 Our boundaries are the city line south, Oakleigh
20 Road to the west, Cub Hill Road to the north. A line that
21 follows Sims Avenue, close t Walther Boulevard where we

Page 165

1 line up with Perry Hall, and then I guess that's all the
2 way around.
3 As our first initiative as a community council
4 was to establish a community plan for the area, and we are
5 presently preparing that community plan, and that
6 community plan also encompasses this particular property.
7 Our community plan boundaries are smaller than
8 our council boundaries because it looks at the older
9 established communities, and those boundaries are the city
10 line, Perring Parkway, a block north of Joppa Road, and a
11 line that follows through Fowler Avenue and Parkwood.
12 Q. You testified that the Greater Parkville
13 Community Council consists of community associations in
14 the area. Does it also have individual members?
15 A. It has about 450, a little bit over, residents
16 that have become members. We did something similar to
17 Perry Hall where we opened up our membership to residents,
18 because some areas were lacking community associations,
19 and because times have changed and participation in these
20 types of groups have changed, to better give
21 representation, which opened it up to individual

Page 166

1 residents.
2 Q. How many community associations are in the
3 council?
4 A. There is eleven associations altogether. Not all
5 community associations.
6 Q. I believe you indicated you are secretary of the
7 council?
8 A. Yes.
9 Q. Are you also authorized to speak on zoning and
10 development-related platters?
11 A. Yes, I am, and I do.
12 MS. PAIGE: Is she testifying for the council?
13 MS. DEMILIO: Yes.
14 Q. I want to show you three documents, two
15 resolutions and an affidvit, and ask you to identify this.
16 These are the documents for the Greater Parkville
17 Community Council?
18 A. Yes. I prepared this.
19 Q. Were they signed by the appropriate officers?
20 A. Yes.
21 Q. That authorizes you to speak, and indicates you

Page 167

1 are a member of the board of directors of the community
2 council, is that correct?
3 A. Yes.
4 Q. Now, did there come a time when the community
5 council took a position on conversion of single-family
6 dwellings to multi-family dwellings, or multi-family
7 units?
8 A. We have a basic policy that we have been
9 developing, and since we are a community-based
10 organization, we have, of course, developed a policy for
11 comprehensive zoning, which we just went through, and we
12 do it by taking input from community meetings.
13 We did a survey where we sent out 5000 community
14 plan surveys and received 500 back. We have held
15 workshops for the community plan, and we hold general
16 meetings and we have a news letter. Actually, I can give
17 you an example of the new letter and our information
18 sheet.
19 So from this input, we develop certain policies
20 to which then that would be an across-the-board policy,
21 and then the zoning would kind of wind up to it. We don't

Page 168

1 chase avid issues. As far as this particular case, yes,
2 during the comprehensive zoning we did recommend that no
3 zoning occur, and that there not be an increased density.
4 We are basically developed less than D.R. 5.5,
5 even though we are D.R. 5.5. And we, as a council, our
6 mission statement is to preserve the quality of life, and
7 in this older community conservation area, even though we
8 are not against renters in any way, we have found, and
9 other communities have found, it's more preferable to have
10 home ownership.
11 And because of this, we would not be for
12 conversion of this home into apartments. This is an
13 important policy of organization, that we do not allow for
14 any zoning that goes away from or deviates from the zoning
15 regulations, and that is because zoning is actually put in
16 place to preserve the property values and protection of
17 the residents.
18 That was the objective, my understanding of the
19 objective of zoning and, therefore, to do away with a
20 variance, which we are not for any variances, special
21 exceptions, setbacks, et cetera, it is our policy we do

Page 169

1 not endorse these types of requests, because we feel it
2 does have a detrimental effect on the surrounding
3 residential neighborhood.
4 And even though I don't have anything against
5 this particular owner, but if he was granted the right for
6 an apartment, the next owner may have a situation, and
7 that becomes a burden to our community.
8 It is really important for us to preserve the
9 character of our neighborhood. We are right next to the
10 city, and there's a exodus out of the city, most people
11 are moving out, and over to our community.
12 We are in competition with the newer groups of
13 Perry Hall and White Marsh. Our houses may go for
14 $150,000, but you need to put some work into them, where
15 if you go out a little further, for maybe $20,000 more,
16 you can probably buy a new house.
17 It's really important to us to preserve the
18 quality of our life. We are a very family-oriented
19 community, and we want people, when they go ahead and make
20 a decision to invest in their home, because they may have
21 a major home repair that's twenty or $10,000, that they

Page 170

1 look around, see their surroundings are such that they
2 will make this repair, and not use that money to move out.
3 Another concern of ours is that we have a policy
4 on what we call zoning violations, and there may be --
5 unfortunately, if you talk to Arnold Jablon, you will find
6 out our system in Baltimore County is complaint-driven.
7 That means that somebody will not be be given a
8 citation if they are in violation unless a resident
9 reports it.
10 This is becoming a problem, and that's why I was
11 concerned about that corner there, because I haven't heard
12 of any requests. This could be illegal. This could be
13 nobody called on it, or it could be something used as a
14 house. But unless a resident makes a phone call, that's
15 not established.
16 And I think if this, what I am seeing today is a
17 zoning violation, and that you go out and you violate the
18 zoning, then you can come back and ask for your request to
19 be granted your zoning, then this kind of sidesteps the
20 zoning process.
21 Q. Do you believe that if the relief is granted to

Page 171

1 Mr. Leong here, it would violate or run counter to the
2 policy of your community council?
3 A. Yes, I do. That's why I was here -- I was here
4 at the original hearing also.
5 Q. It's my understanding you have no personal
6 concerns with Mr. Leong or how he maintains his property,
7 is that correct?
8 A. No, I don't.
9 Q. But you do have some concern if he's going to use
10 it to rent, or have rental available on his property?
11 A. Yes.
12 Q. Even if he's living there himself in one of the
13 units?
14 A. Yes. When you purchase a house, you look at your
15 surroundings. Do you want to pay as much for a house
16 that's next to a house with three apartments than one with
17 a single-family, that's strictly in a single-family
18 residential area in that community?
19 Q. Now, on People's Counsel 3, you will see the
20 zoning map. You started to say the majority of the
21 community is zoned D.R. 5.5?

Page 172

1 A. Uh-huh.
2 Q. Are all the lots in the geographic areas of this
3 neighborhood, by that I will say the area south of Putty
4 Hill and north of Hiss (phonetic) Avenue, are they all --
5 and west of the beltway -- is that all similar
6 topographically, and the size of the lots are very
7 similar?
8 A. It's very similar. But when you talk about this
9 particular neighborhood, I would say it's a nicer
10 neighborhood than some of those.
11 I was going to take some photos yesterday. I
12 should have. But it is single family ranchers in this
13 area. It's not an area converted to apartments. I think
14 you would pay more for a house in this particular
15 neighborhood than you would in some of the fringe areas.
16 Q. And all the lots are basically the same?
17 A. Yes.
18 Q. You have the Rule 8, People's Counsel No. 9.
19 You have testified at length and very well about the
20 concerns of the community council.
21 Are there any other concerns that you haven't

Page 173

1 addressed regarding this particular proposal as violating
2 any of the policy of the community council?
3 A. There are parking concerns and screening concerns
4 that, if this was approved, I think they need to be
5 addressed.
6 I am recommending they are not approved, but I
7 believe that, if it was approved, I think at one time
8 there was a recommendation to make a parking pad larger,
9 and this is a parking pad that's basically sitting out on
10 a sidewalk almost, and it's a sidewalk where children
11 travel, and I feel an eyesore.
12 So, you know, I think there's concern about
13 screening and parking, but it is our recommendation that
14 he not be granted his request.
15 MS. DEMILIO: I have no further questions.
16 THE CHAIRMAN: Ms. Paige?
17 CROSS EXAMINATION
18 BY MS. PAIGE:
19 Q. Following up on the last comment you made, you
20 wouldn't want that parking pad enlarged to take up more of
21 the lawn, would you?

Page 174

1 A. I don't want to see an apartment there. Now
2 you're having -- this is what happens. You illegally use
3 something --
4 Q. Excuse me --
5 A. Now you created this problem as far as --
6 THE CHAIRMAN: Ma'am, ma'am, ma'am. Counsel is
7 trying not to object. Your answer is what they call
8 nonresponsive, but let's do it this way.
9 Specific questions. Give her specific answers.
10 Then, if Ms. Demilio wants to go back over something, she
11 will be able to do that. Go ahead.
12 Q. Is it not your desire or your community's desire
13 to enlarge that parking pad, is it?
14 A. No.
15 Q. Have you actually walked this property??
16 A. What does "walk" mean?
17 Q. Have you walked around the property here?
18 A. I walked around the property, but not on the
19 property.
20 Q. You did walk into this property?
21 A. Not personally. I don't think I have a right to

Page 175

1 do that. I --
2 Q. You have answered the question. Have you walked
3 alone Putty Hill and looked at the homes on that side?
4 A. I have delivered news letters up and down that
5 road. I have advocated not to have that road widened.
6 Q. You would agree, would you not, if you're
7 familiar with this neighborhood, there are many structures
8 along the backs of the houses facing Putty Hill that are
9 technically in violation of zoning, isn't that correct?
10 A. I don't know if they're technically in violation
11 of zoning. I'm not looking at each specific site. I am
12 looking at this site, so I can't answer that question.
13 Q. Did you see a lot of structures in the back
14 yards?
15 A. I can't answer the question like that, do I see a
16 lot of structures in the back yards. Do people have
17 garages? I assume so.
18 Q. Did you look at whether the garages were in
19 violation of the Baltimore County regulations?
20 A. No. I don't go to every house to look to see if
21 there are setback violations. Actually, I haven't had a

Page 176

1 complaint on whether there was a setback violation on one
2 of those garages, but I have had a complaint on this, so
3 we responded to this.
4 Q. Who complained about this?
5 A. The resident.
6 Q. The resident. Which resident?
7 A. I don't point residents out.
8 MS. DEMILIO: Objection.
9 Q. When did you first get an objection on this
10 house?
11 A. When it came to the first hearing.
12 Q. Before the hearing, or whatever, or at the time
13 of the hearing, was it before the violation notice was
14 issued that the complaint flowed?
15 A. I don't know when the violation notice was
16 issued.
17 Q. Let's assume the violation notice was issued
18 several months before the hearing, before the Zoning
19 Commissioner.
20 Did you receive -- I would proffer it was
21 received a year before the hearing -- did you receive a

Page 177

1 complaint on this property? Did you receive a complaint
2 on this property many months before the hearing?
3 THE CHAIRMAN: Counsel, can you put a month and
4 year?
5 MS. PAIGE: That's exactly what I was trying to
6 do.
7 THE CHAIRMAN: That makes it easier for the
8 witness to answer.
9 Q. The hearing in this case before the Commissioner
10 was in May of 1999, a year ago May.
11 Did you receive a complaint on this property
12 before a year ago May?
13 A. A year ago May? Yes.
14 Q. Was it long before a year ago May?
15 MS. DEMILIO: Objection. Too vague to answer.
16 I have no idea what that means.
17 Q. About a year before that, had you received a
18 complaint a year before, so two years ago April or May?
19 THE CHAIRMAN: Time table being April or May '97?
20 Q. '98, or any time in '98, do you recall whether
21 you received a complaint in 1998?

Page 178

1 A. In '98?
2 Q. Yes.
3 A. Yes. It's been discussed.
4 Q. Were you active in your association before 1996?
5 A. We reactivated the assocation.
6 Q. Did you --
7 MS. DEMILIO: She's answering the question.
8 THE CHAIRMAN: The answer was we activated,
9 reactivated.
10 A. We reactivated, so I am a charter member. In
11 1997, officially, we received our corporation in 1997. We
12 were in the works in 1996, working on reactivating it, and
13 I have been the secretary since its reactivation.
14 Q. Were you involved in the years prior to the
15 reactivation in the community affairs in your
16 neighborhood?
17 A. What was this? I'm sorry.
18 Q. Were you active in the neighborhood affairs prior
19 to the reactivation in 1997?
20 A. Was I a part of a community association or
21 community council?

Page 179

1 Q. Well, let me withdraw that question and ask you a
2 different question.
3 Prior to the time your association was
4 reactivated, was there a community association, say,
5 between 1980 and 1996 that involved this property or
6 included this property?
7 A. Was there a community association in that area?
8 Q. Yes.
9 A. There was a community association called East
10 Parkville, and I don't know exactly what date it became
11 dormant.
12 Q. Were you involved in that association?
13 A. I don't live in that area. I am involved in my
14 own community association.
15 Q. Are you familiar with the property at the corner
16 of Avondale and Putty Hill?
17 A. Yes.
18 Q. Do you know if there are apartments in that
19 building?
20 A. I did not know if there's apartments in that
21 building. It appears to be a single-family residential

Page 180

1 home. I drive by it all the time.
2 Did I actually ever look or investigate or give
3 or send a violation out against it to find out, no, I
4 haven't.
5 But it appears to be a single-family hosue, that
6 we have to assume that's what it is. I never received a
7 complaint about it being an apartment.
8 Q. And you've never seen a For Rent sign on it?
9 A. I haven't seen a For Rent sign on it, but I am
10 going to drive by right now, and if it has has rent for an
11 apartment, I hope they are legal.
12 MS. PAIGE: Thank you. I have nothing further.
13 MS. DEMILIO: I have no questions.
14 THE CHAIRMAN: Thank you, ma'am.
15 MS. DEMILIO: The only thing I would like to add,
16 I forget to add, I wanted to ask one question of one of
17 the witnesses, Mr. Geisendoffer, if these photographs
18 represent the rear of the property of the subject site?
19 MR. GEISENDOFFER: Yes.
20 MS. DEMILIO: I would offer them in evidence to
21 sort of round out, if you will, the photography we have in

Page 181

1 this case, and it shows the rear of the property and the
2 rear entrance. I think the homeowner, Mr. Leong,
3 testified to.
4 THE CHAIRMAN: Okay. We'll consider that Mr.
5 Geisendoffer was recalled under oath, you asked him to
6 identify these pictures, which he's just done.
7 MS. PAIGE: We have no objection.
8 MS. DEMILIO: These are People's Counsel 10A,
9 two photos basically of the rear of the property, 10A and
10 10B.
11 Thank you. I'm also going to submit the People's
12 Counsel sign-in sheet to show who was here. We have Ms.
13 Baker from the Parkville Community Council who would
14 corroborate Ms. Baisden's testimony.
15 THE CHAIRMAN: First of all --
16 MS. DEMILIO: Alice Baker.
17 THE CHAIRMAN: Then you would proffer Ms.
18 Baker --
19 MS. DEMILIO: Ms. Baker is also from the
20 Parkville Community Council, who would corroborate Ms.
21 Baisden's testimony. She's s board member.

Page 182

1 We have Mrs. Geisendoffer here who would,
2 hopefully, corroborate her husband's testimony, and the
3 other witnesses.
4 Is there anyone else here who hasn't signed in?
5 (No response.)
6 MS. DEMILIO: Thank you.
7 THE CHAIRMAN: You're going to give us the sheet?
8 MS. PAIGE: When there's a sign-in sheeet for
9 either side as to folks who were here --
10 THE CHAIRMAN: We always accept that, and that
11 will be People's No. 11.
12 MS. DEMILIO: That concludes People's Counsel's
13 case. Thank you.
14 THE CHAIRMAN: Okay. Ms. Paige, do you have any
15 rebuttal case?
16 MS. PAIGE: Yes, I do, I am sorry to tell you.
17 THE CHAIRMAN: Don't be sorry.
18 MS. PAIGE: I have Mr. Gordon Tate here, who will
19 be very brief. Mr. Leong went out to feed the meter. He
20 has one sentence to add.
21 THE CHAIRMAN: Why don't we take Mr. Tate in the

Page 183

1 meantime.
2 MS. PAIGE: There is another witness, the son of
3 the Millers, who's not here today, and I did not expect to
4 require him to rebut the testimony of Mr. Bell, but it's
5 different from what I expected, and he's not available. I
6 have tried to reach him to bring him in.
7 MS. DEMILIO: Can I just add on that? The
8 Millers, I think, according to your deed, bought the
9 property in '66.
10 MS. PAIGE: But it goes very strongly to Mr.
11 Bell's credibility, frankly, and I think it's very
12 important.
13 THE CHAIRMAN: We'll go with what we have here
14 today. I think, with any kind of of luck, we're going to
15 close the record on this today.
16 I really can't see keeping the matter open for
17 that one piece of rebuttal testimony, although if counsel
18 insists --
19 MS. DEMILIO: I will object to it.
20 THE CHAIRMAN: I mean, we'll rule on it
21 officially.

Page 184

1 MS. DEMILO: I object, because this case has been
2 set in several times earlier, so its date was no surprise
3 for anyone or for the petitioner in preparing for this
4 case.
5 THE CHAIRMAN: We are talking about rebuttal
6 testimony.
7 MS. DEMILIO: I realize that, but all Ms. Paige
8 wants to do is put in in rebuttal what should have been
9 put in in direct testimony. She's trying to offer the
10 letter from the Millers, and that is not part of the
11 rebuttal. That's part of your case in chief. If he's not
12 here for the case in chief, I don't think it qulifies for
13 rebuttal testimony at all.
14 THE CHAIRMAN: What testimony would rebutted of
15 the People's Counsel?
16 MS. PAIGE: All of Mr. Bell's testimony about the
17 construction of the addition to the house. We'll have
18 some rebuttal on that from Mr. Tate, but --
19 THE CHAIRMAN: Then wouldn't Mr. Miller be
20 cumulative?
21 MS. PAIGE: He was there, he would testify, until

Page 185

1 1966, and Mr. Tate is there now.
2 THE CHAIRMAN: Mr. Tate can offer his views. Why
3 don't we take --
4 MS. DEMILIO: On the record, I would like to
5 point out on the issue, Mr. Bell testified below at the
6 Zoning Commissioner hearing, where Ms. Paige was present,
7 he testified to basically, he told me, the same
8 information he testified to today, so this should be no
9 surprise for anyone. I don't think it was for rebuttal.
10 THE CHAIRMAN: We'll leave the issue right there
11 and put Mr. Tate on. Then we'll put Mr. Leong on.
12 GORDON TATE,
13 having been called as a witness, was duly sworn and
14 testified as follows:
15 DIRECT EXAMINATIOIN
16 BY MS. PAIGE:
17 Q. Mr. Tate, you live in the rear apartment --
18 THE CHAIRMAN: Your name?
19 THE WITNESS: Gordon Tate.
20 Q. You live in the rear apartment at 8721 Wendell
21 Avenue, correct?

Page 186

1 A. Yes.
2 Q. And Mr. Leong lives in the front --
3 A. I'm sorry. 8719.
4 Q. Right. I'm sorry. 8719. And Mr. Leong lives in
5 the front apartment?
6 A. Yes, he does.
7 Q. You have been in Mr. Leong's apartment?
8 A. Yes, I have.
9 Q. Can you tell which part of the house is newer,
10 the part you live in, or the part Mr. Leong lives in?
11 A. His apartment. His apartment is more newer, more
12 modern than mine is.
13 Q. How can you tell that?
14 A. You can walk in, you can look at the walls, the
15 floors. You can look at the kitchen, living room. It's
16 basically obvious when you walk through the front door.
17 Q. How about the woodwork in your apartment?
18 Can you tell anything from that?
19 A. Besides the old style kitchen and the panelling,
20 no, you really -- other than that, those are two things
21 that clearly separates the difference between our two

Page 187

1 apartments.
2 Q. How about the basement, have you been in the
3 basement?
4 A. I go in the basement just about every weekend.
5 Q. What's the age of that? How does that appear to
6 you now?
7 A. It's like an old cellar. It's concrete floor,
8 concrete walls. You look up, you can see the floorboard
9 and beams that support the floor I live on.
10 Q. Does that cellar end at the end of your unit?
11 A. Yes. There's a wall that separates my half from
12 Mr. Leong. And you can clearly see as soon as you walk in
13 right in front, there's a wall right there.
14 Q. Is that consistent with the wall upstairs? It's
15 only your apartment -- that cellar is only under your
16 apartment?
17 A. Yes.
18 Q. Your apartment, could you describe, very briefly,
19 the layout of your apartment, what it consists of? First,
20 the ground floor.
21 A. The ground floor consists of a living room, a

Page 188

1 little small walk-through area, like a closet you hang
2 your coat, and it's got a shelf right there. Then you
3 have a kitchen. And off the side of the kitchen is a
4 little laundry room.
5 Q. That's all on the ground floor?
6 A. Yes.
7 Q. When you go upstairs, what's upstairs?
8 A. Upstairs is a bathroom and two bedrooms, or two
9 rooms.
10 Q. Would you be able to estimate the size of those
11 bedrooms?
12 A. You can definitely tell that one is a master
13 bedroom for the apartment. The other one is more like a
14 children's bedroom. It's smaller.
15 MS. PAIGE: That's all I have. Thank you.
16 THE CHAIRMAN: Cross.
17 CROSS EXAMINATION
18 BY MS. DEMILIO:
19 Q. What's size of the kitchen, Mr. Tate?
20 A. The kitchen is pretty much about the size of my
21 smaller bedroom upstairs, since it's right over top of the

Page 189

1 kitchen.
2 Q. What's in the laundry area, washer, dryer?
3 A. Just a dryer.
4 Q. Do you go wash someplace else?
5 A. I take my laundry over my parents when I go visit
6 them Sunday, and bring it back.
7 Q. I bet your mother loves that.
8 A. She prefers it. She asked me to do it that way.
9 I'm not going to complain. That's what I did.
10 Q. You're lucky. Is it fair to say the living room
11 is under the other bedroom upstairs?
12 A. Yes, the larger bedroom.
13 Q. And the kitchen is probably under --
14 A. The kitchen is under the smaller one.
15 Q. How long have you lived there?
16 A. It will be two years a week from this upcoming
17 Thanksgiving.
18 MS. DEMILIO: I have no further qauestions.
19 MS. PAIGE: Nothing further.
20 THE CHAIRMAN: I have something quick to
21 straighten something out in my mind.

Page 190

1 Is it your testimony that there is a basement
2 under the entire structure, or under just Mr. Leong's
3 part, or under just your part, or both?
4 THE WITNESS: It's underneath my part. The wall
5 wraps -- like it goes through my living room all the way
6 done to the basement.
7 THE CHAIRMAN: What's under Mr. Leong's part?
8 THE WITNESS: I do not know.
9 THE CHAIRMAN: You have never been there?
10 THE WITNESS: Not underneath his part of the
11 house.
12 THE CHAIRMAN: Thank you. Ms. Paige?
13 MS. PAIGE: I have nothing further.
14 THE CHAIRMAN: Thank you, sir. Do you want to
15 put Mr. Leong on?
16 MS. PAIGE: Yes.
17 TEIK SENG LEONG,
18 having been previously sworn, was recalled, and testified
19 further as follows:
20 DIRECT EXAMINATION
21 BY MS. PAIGE:

Page 191

1 Q. This may be repetitive, but since the Chair asked
2 the question, I will ask Mr. Leong, what's under the floor
3 of your part of the house?
4 A. Some part of it is concrete and some part is
5 wood.
6 Q. Is there any basement under part of the house?
7 A. No basement.
8 Q. The other question, only other question I had for
9 you was about this house on Avondale. Have you ever seen
10 any indication of whether that's a one-family or more
11 house?
12 A. I never pay attention until I saw apartment for
13 rent sign on and off.
14 Q. On and off?
15 A. Yes. I mean, I don't know exactly the time
16 frame.
17 Q. Recently? Relatively recent?
18 A. Maybe couple years ago.
19 MS. PAIGE: That's all the questions I have.
20 CROSS EXAMINATION
21 BY MS. DEMILIO:

Page 192

1 Q. What's the address?
2 A. I believe it's 3224. I don't know. It's right
3 in --
4 MS. PAIGE: Do you need the map?
5 MS. DEMILIO: The address of the house he's
6 talking about.
7 MS. PAIGE: 3224 Putty Hill Road, according to
8 this map.
9 THE CHAIRMAN: Are you saying there is no
10 depression of any kind under your house? There's no
11 cellar? There's no basement? That your house is built on
12 grade?
13 THE WITNESS: Yes. At one level.
14 Q. And part of that is wood and part is concrete
15 or --
16 A. It's concrete.
17 Q. It's built on what, a slab?
18 A. Yes, a slab.
19 Q. So your part is all built on concrete. Okay.
20 There was some discussion at one point by someone about a
21 dirt cellar. Okay.

Page 193

1 THE CHAIRMAN: Did that generate any other
2 questions?
3 MS. PAIGE: Well, there was a discussion --
4 REDIRECT EXAMINATION
5 BY MS. PAIGE:
6 Q. Just to clarify, to your knowledge, was there
7 ever a cellar under your house?
8 A. No.
9 Q. The cellar that's there, was there, is the
10 cellar --
11 A. It's in the back apartment, and it's nothing
12 underneath of my house.
13 Q. Nothing?
14 A. Nothing.
15 RECROSS EXAMINATION
16 BY MS. DEMILIO:
17 Q. Mr. Tate has a basement, you don't?
18 A. Correct.
19 MS. PAIGE: I think.
20 Q. And the house that's 3224 Putty Hill Road, do you
21 know if it has zoning for an apartment?

Page 194

1 A. I know that they don't.
2 Q. You know they don't have zoning approval. How do
3 you know that?
4 A. Because a friend of mine works -- because I call
5 up a friend of mine who's a realtor or appraiser, and he
6 looked it up on his computer, said it wasn't zoned.
7 Q. He said it wasn't zoned. What did he mean by
8 that?
9 A. It wasn't listed as zoned.
10 MS. PAIGE: I am going to object, because we are
11 really going beyond.
12 THE CHAIRMAN: He can't else us what somebody
13 else said.
14 MS. PAIGE: He can't tell us what somebody else
15 meant.
16 MS. DEMILIO: He used the term it wasn't zoned.
17 Q. Do you know what was meant by that term?
18 A. It wasn't listed on the real state list as
19 multi-family.
20 THE CHAIRMAN: It wasn't on the multiple listing,
21 I think is what he's talking about.

Page 195

1 MS. DEMILIO: I have no further questions.
2 THE CHAIRMAN: Thank you, sir. All right.
3 MS. PAIGE: May I respond on the rebuttal, or are
4 you ready to rule?
5 THE CHAIRMAN: Well, if we are now ready to rule,
6 that's what we were just talking about, on rebuttal
7 witness.
8 We don't -- since the testimony is the Millers
9 moved in in the late sixties, and since I am presuming we
10 are talking about nonconforming use, I don't really see,
11 neither does the rest of the Board, where additional
12 rebuttal testimony from somebody whose knowledge can only
13 be as of 1967 is particularly going to change anything one
14 way or the other, so we're going to ruling that, unless
15 you're prepared to put somebody on now, then barring any
16 other witness you have available now, or Ms. DeMilio has
17 available now, we are going to close the record.
18 MS. PAIGE: I understand the ruling. Can I
19 explain the value of Mr. Miller's testimony?
20 THE CHAIRMAN: You can proffer.
21 MS. PAIGE: Mr. Miller would testify that he

Page 196

1 moved in 1966, he was five years old. He would contradict
2 virtually every detail of Mr. Bell's testimony about the
3 state of the house in 1966.
4 THE CHAIRMAN: But only from '66 on.
5 MS. PAIGE: It was a nonconforming use, but we
6 have a witness who's testifying there was a chicken house
7 that was converted in '66, and that makes a difference,
8 and Mr. Miller's testimony would rebut the credibility of
9 Mr. Bell's recollection of the state of that property in
10 1967, so it would cast doubt upon --
11 THE CHAIRMAN: But that's his recollection as a
12 seven year old?
13 MS. PAIGE: He would testify as a five and six
14 and seven year old who lived there.
15 THE CHAIRMAN: I'm comfortable not calling him
16 for purposes of that.
17 MS. PAIGE: Thank you.
18 THE CHAIRMAN: I believe that would complete the
19 record. Here's what we do now. You folks present us with
20 memos which are turned in the same day in lieu of closing
21 argument, and they are to take into account all matters of

Page 197

1 law and facts and theory that you wish us to be aware of.
2 Thirty days okay with you folks? I would suggest
3 our normal routine is you pick a date before you leave
4 today and let Ms. Bianco know what that date is so we can
5 put it into our record as the date we expect it.
6 Thereafter, for everyone else's information,
7 counsel is already aware, obviously, we'll have an open
8 deliberation that we will meet as a Board in a work
9 session to discuss and deliberate this case in public.
10 That date will be made known to the public. The
11 public does not take part. They are here at our
12 sufferance in terms of their conduct.
13 We welcome you to sit and listen to our
14 conversations. We will then determine what the decision
15 of the Board will be.
16 After that, we will issue a written opinion, and
17 it is only from the date of that written opinion that any
18 right of appeal is derived.
19 All right. If there's nothing else
20 administratively, or housekeeping from counsel, I'd like
21 to thank you both, for it's always nice to finish a case

Page 198

1 in the same day we start it.
2 We appreciate that, and we stand adjourned.
3 (Hearing concluded.)
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Page 199

1 INDEX

Witness	Direct	Cross	Redirect	Recross
2 Teik Seng Leong	38	64	82,90	85,92
3 (recalled)	190	191	193	193
4 Ruth Eccleston	97	101	103	106
5 Arthur Bell	107	129	142	
6 Edmund Tyszkiewicz	144	147		
7 Alvera Rush	152	153		
8 Raymund Geisendoffer	155	160		
9 Ruth Baisden	163	173		
10 Gordon Tate	185	188		

11
12
13
14
15
16
17
18
19
20
21

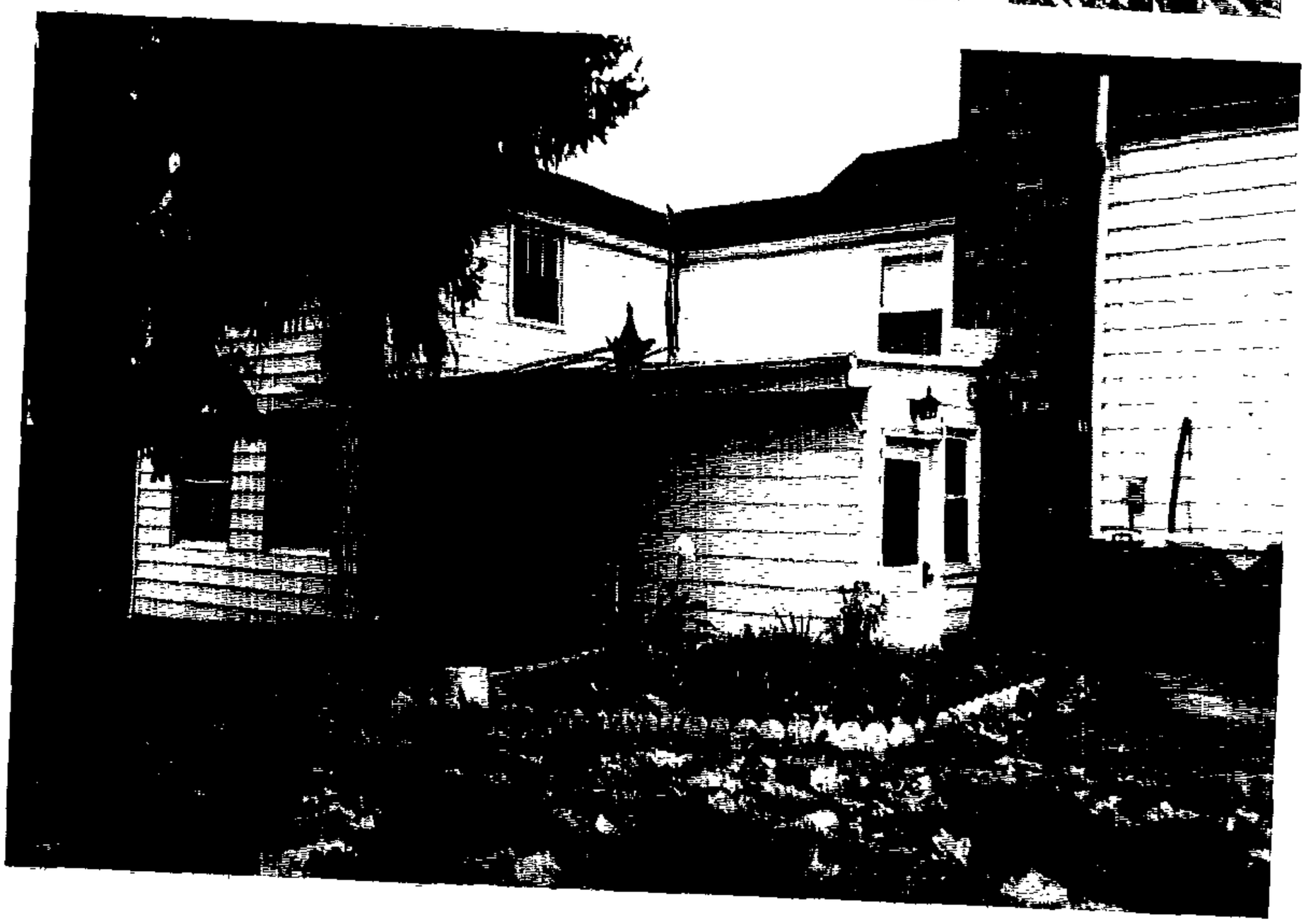
Page 200

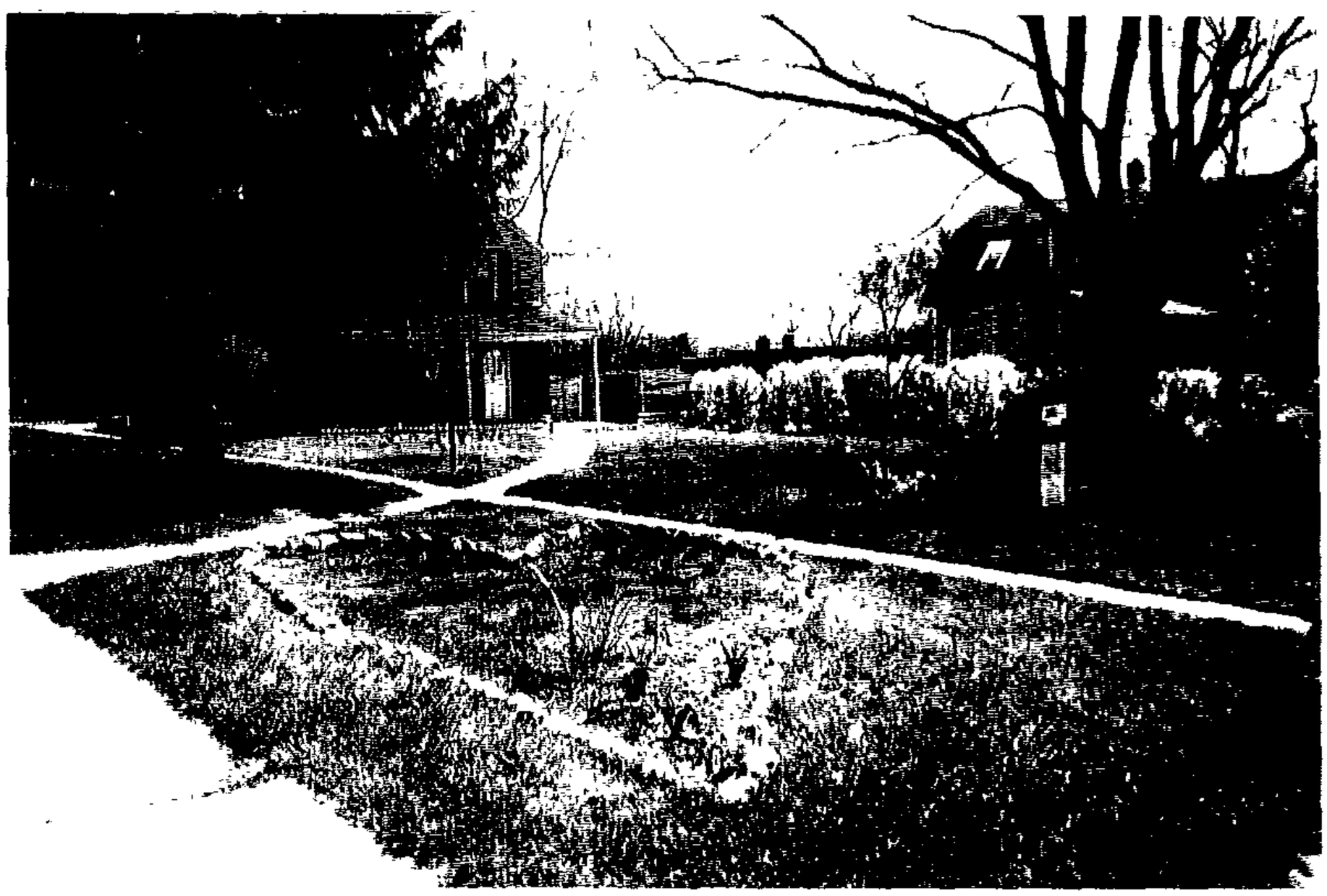
1 EXHIBITS

Petitioner Ex. Nos.	Page
2 No. 1	30
No. 2	30
3 No. 3	31
No. 4	31
4 No. 5	31
No. 6	31
5 No. 7	31
No. 8	33
6 No. 9	33
No. 10	34
7 No. 11	34
No. 12	35
8 No. 13	35
No. 14	42
9 No. 14A	42
No. 15	43
10 No. 16	44
No. 17	47
11 No. 18A - G	58
No. 19A - D	58
12 No. 20	65

13 People's Counsel Ex. Nos.	Page
No. 1	38
14 No. 2	38
No. 3	64
15 No. 4	81
No. 5	112
16 No. 6	119
No. 7	120
17 No. 8	121
No. 9	172
18 No. 10A, 10B	181
No. 11	182

19
20
21





99-338-SPHR
Teik Seng Leong
Petitioners # 18A - 18G
19A - 19D } 11 photos

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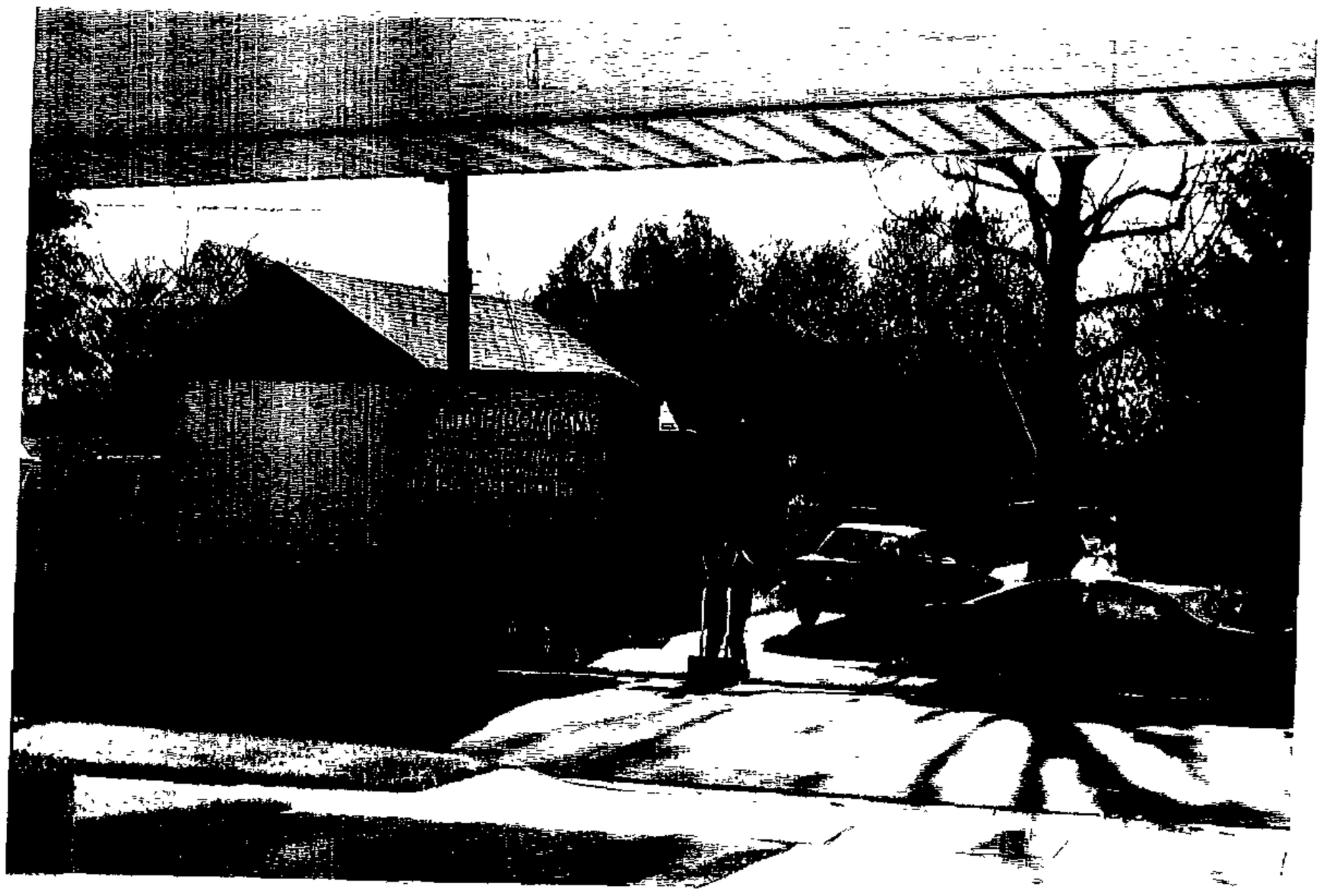

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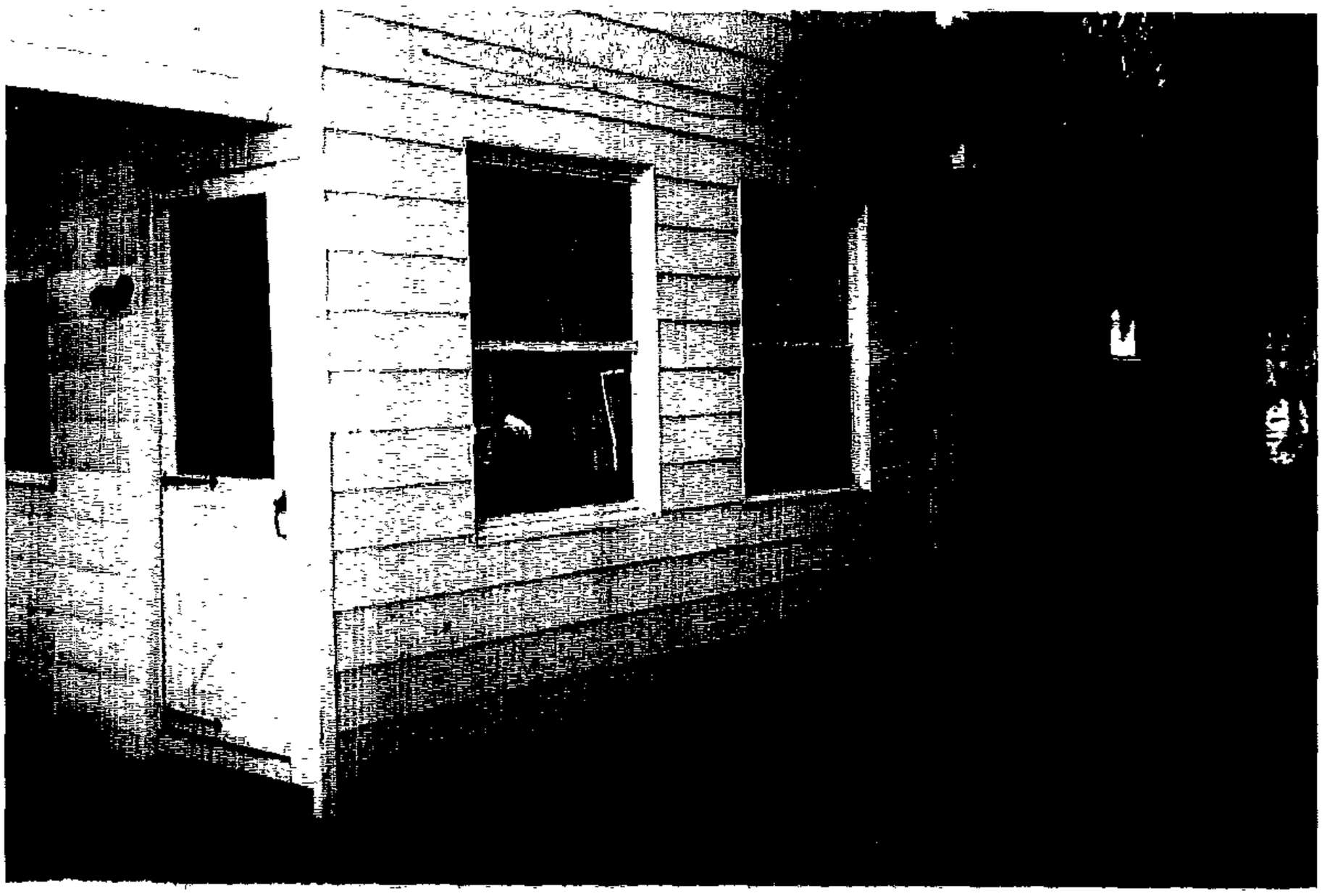
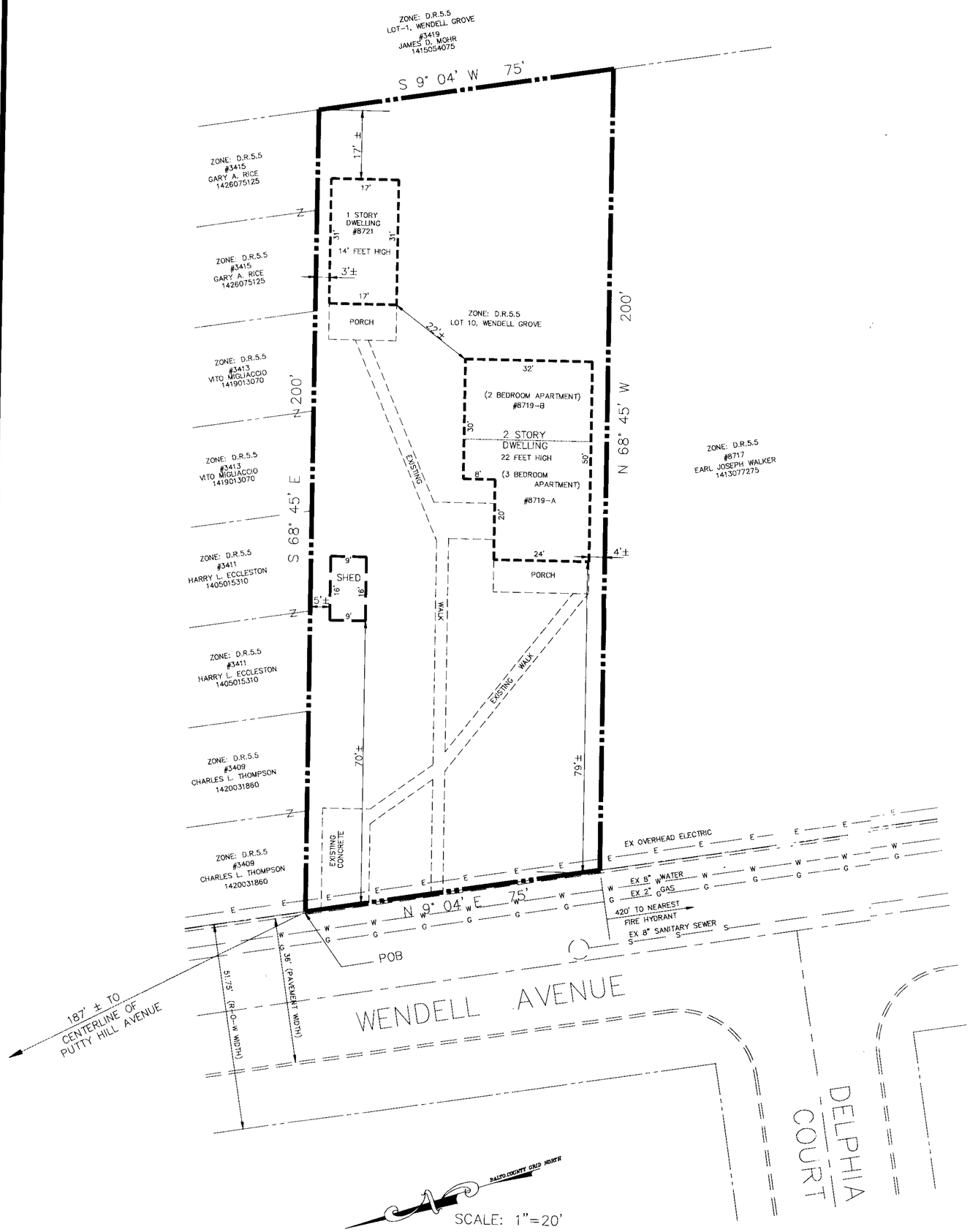
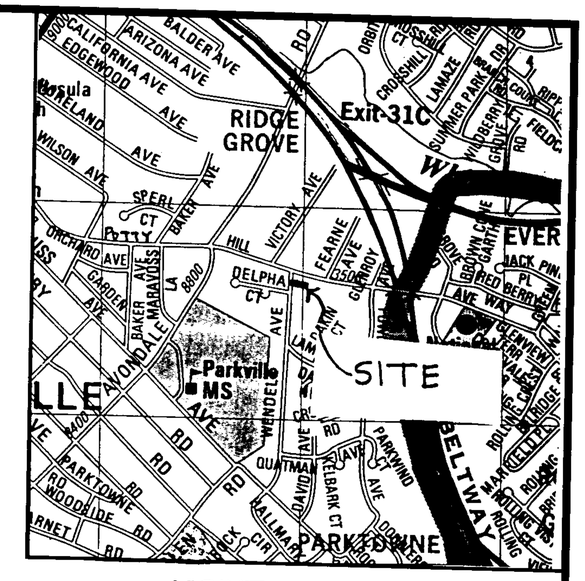


99-338-SPHA

Teik Seng Heng

PC # 6, 7, 8
10A - 10B } 5 photos





VICINITY MAP

SCALE: 1"=1000'

NOTES

1. OWNER/APPLICANT:
   TEIK SENG LEONG
   8719 WENDELL AVENUE
   BALTIMORE, MD 21234

2. SITE DATA:
   DEED REFERENCE: 11515/667
   ZONING: D.R.5.5
   MAP NUMBER: N.E. 8-E
   TAX ACCOUNT # 1413058830
   AREA:
   GROSS AREA=16450 SF OR 0.38 ACRE
   NET AREA=14,819 SF OR 0.34 ACRE
   ADDRESS:
   8719 AND 8721 WENDELL AVENUE
   BALTIMORE, MD 21234
   ELECTION DISTRICT: 14
   COUNCILMANIC DISTRICT: 8
   USE:
   EXISTING: RESIDENTIAL DWELLINGS
   PROPOSED: RESIDENTIAL DWELLINGS

3. THERE ARE NO PREVIOUS COMMERCIAL PERMITS ISSUED FOR THIS SITE.

4. THERE ARE HAVE BEEN NO PREVIOUS WAIVERS OR ZONING CASES FOR THIS SITE.

5. LOT 10 AS SHOWN ON THE PLAT OF GLENHAVEN RECORDED JANUARY 25, 1925 AND AS SHOWN ON THE PLAT OF WENDEL GROVE FILES ON DECEMBER 19, 1930.

6. THIS DRAWING COMPILED FROM AVAILABLE RECORDS AND DOES NOT CONSTITUTE A FIELD SURVEY.

PLAN TO ACCOMPANY ZONING HEARING

8719-8721 WENDELL AVENUE

FOURTEENTH ELECTION DISTRICT C-8 BALTIMORE COUNTY, MARYLAND

Colbert Matz Rosenfelt, Inc.

*Engineers * Surveyors * Planners*
2835 Smith Avenue, Suite G
Baltimore, Maryland 21209
Telephone: (410) 653-3838
Facsimile: (410) 653-7953

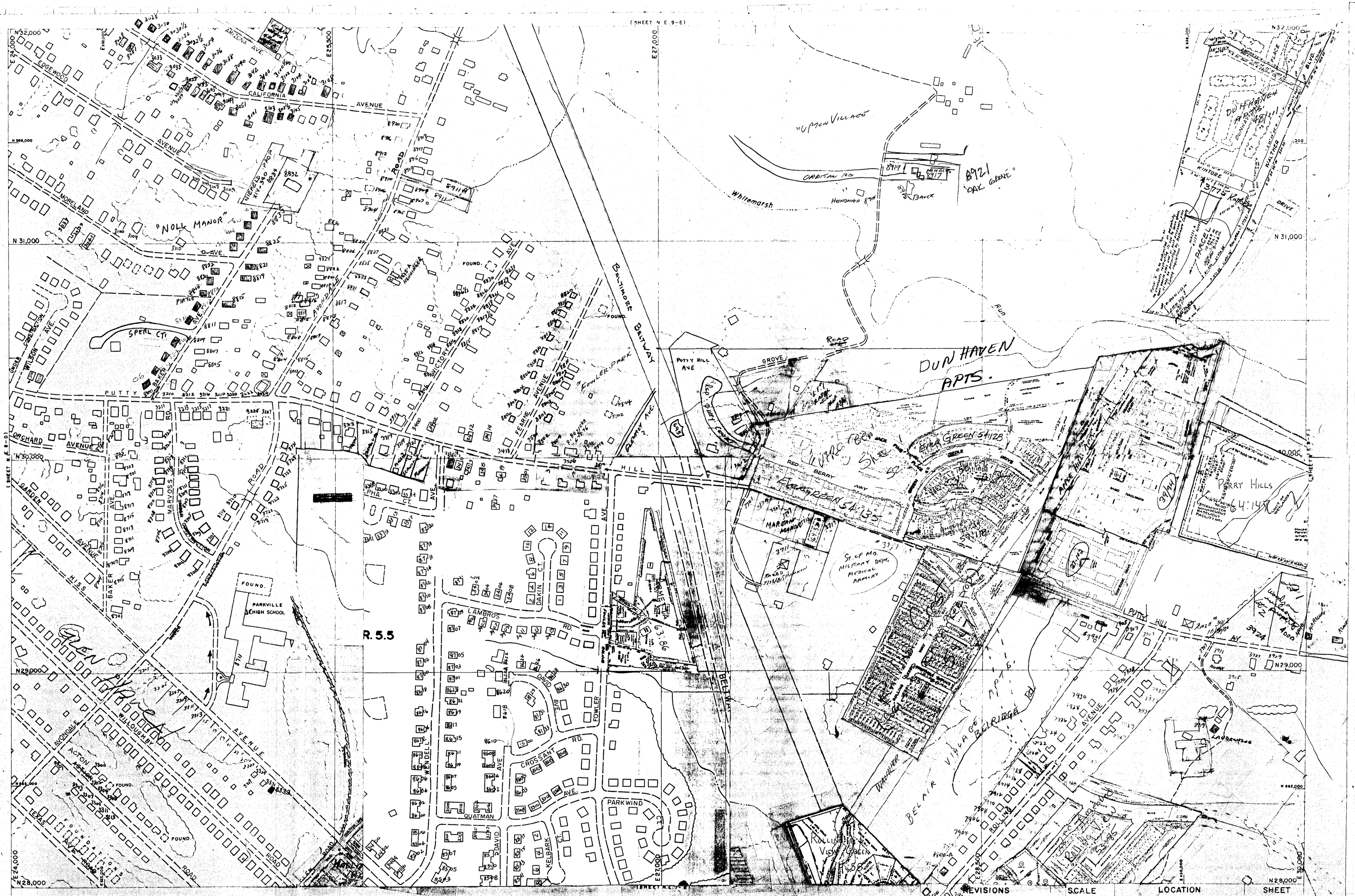
99-338-SPHA

NO.	DATE	REVISIONS:	BY

SCALE: 1"= 20'
DATE: February 22, 1999
JOB NO.: 99013
DESIGNED: PJG
DRAWN: PJG
CHECKED: KJC
FILE: 99013VAR.DWG
DRAWING NUMBER:
SHEET 1 OF 1

338

CBA Pt 20



PHOTOGRAMMETRIC MAP OF
BALTIMORE COUNTY METROPOLITAN AREA

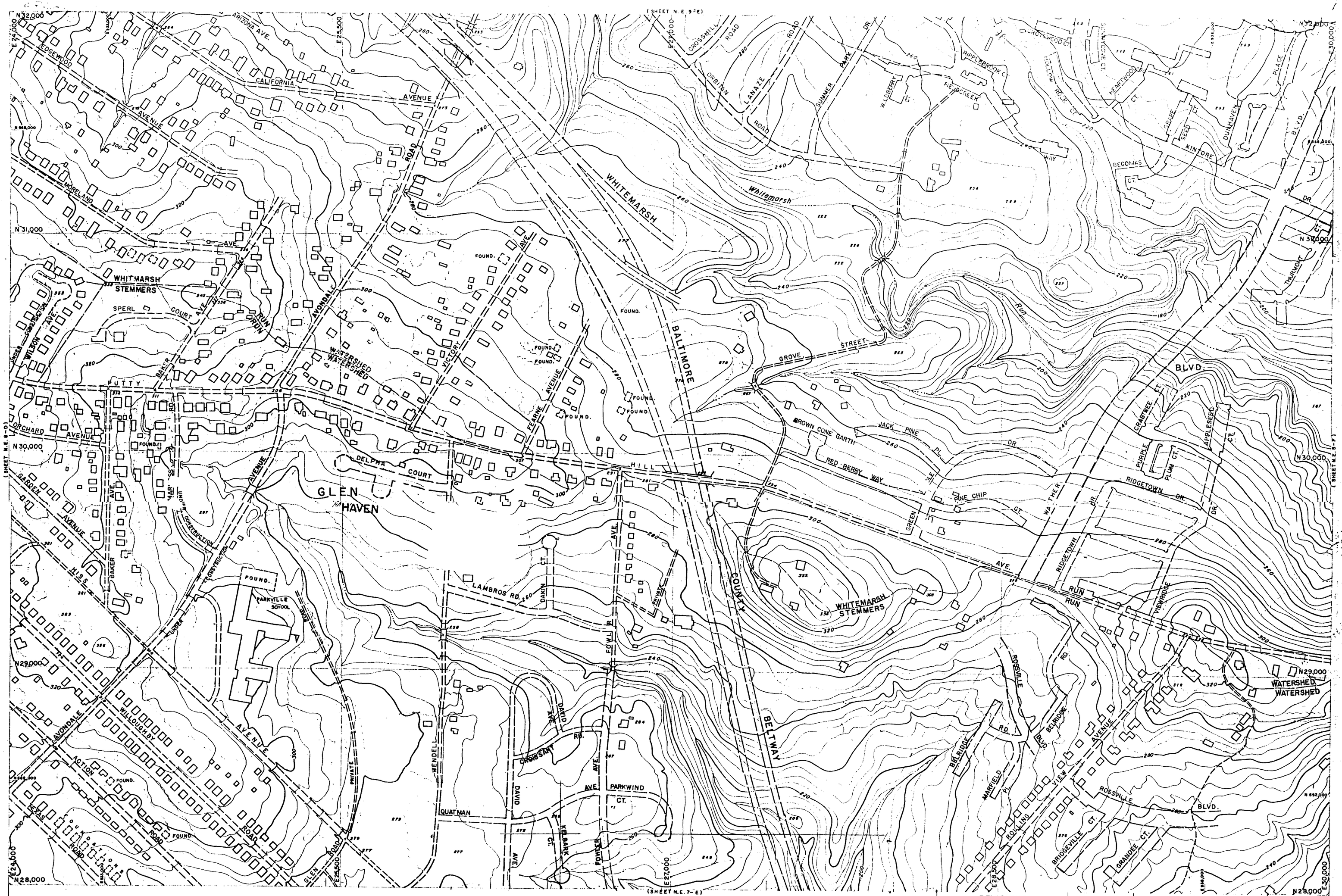
REVISIONS			SCALE	LOCATION	SHEET
	BY	DATE	1" = 200'	FULLERTON	N.E.
			DATE OF PHOTOGRAPHY APRIL 1953	PARKVILLE	8-E

Petitioner's Exhibit #13
CBA Pet #

I HEREBY CERTIFY that this is a true copy, taken from the records in my custody of Baltimore County, Maryland.

Signed this 14 day of 4 1998

David Flowers


N-SE M-SW
N-NE M-NW
PHOTOGRAMMETRIC MAP OF
BALTIMORE COUNTY METROPOLITAN AREA
REVISIONS
BY DATE
SCALE
1" = 200'
DATE OF PHOTOGRAPHY
APRIL 1953
LOCATION
FULLERTON
PARKVILLE
SHEET
N.E.
8-E
Topography Compiled By Photogrammetric Methods
AERO SERVICE CORPORATION-PHILADELPHIA, PA.
I HEREBY CERTIFY that this is a true copy taken from the records in my custody of Baltimore County, Maryland.
Signed this 4 day of
WHITEMARSH
Whitemarsh
WHITMARSH STEMMERS
WHITEMARSH STEMMERS
GLEN HAVEN
BALTIMORE
COUNTY
BELTWAY
WATERSHED
WATERSHED
GROVE STREET
BROWN CONE GARTH
JACK PINE PL.
RED BERRY WAY
PINE CHIP CT.
RIDGETOWN DR.
LAMBROS RD.
PARKVILLE SCHOOL
CALIFORNIA AVENUE
ARIZONA AVE.
HOMELAND AVE.
ORCHARD AVENUE
GARDEN AVENUE
WILLOUGHBY AVENUE
LAWNDALE
ACTION ROAD
GLEN ROAD
QUATMAN
CROSSAIT RD.
PARKWIND CT.
DELPHA COURT
SPERL COURT
BUTTY RD.
ROSSVILLE BLVD.
BELRIDGE RD.
MARFIELD PL.
ROLLINS
BRIDGEVILLE CT.
GRANDEE CT.
(SHEET N.E. 9-E)
(SHEET N.E. 7-E)
(SHEET N.E. 8-D)
(SHEET N.E. 8-F)
N32,000
N31,000
N30,000
N29,000
N28,000
E24,000
E24,500
E25,500
E26,000
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Pet Ex #11

I HEREBY CERTIFY that this is a true copy taken from the records in my custody of Baltimore County, Maryland.

Signed this 1 day of 4 19 88

Daniel Planer

PHOTOGRAMMETRIC MAP OF
BALTIMORE COUNTY METROPOLITAN AREA

CBA Pet Ex #12