

IN RE: PETITION FOR SPECIAL HEARING
W/S Lincoln Avenue, 165' N of the c/l
North Dakota Avenue
(2124 Lincoln Avenue)
15th Election District
7th Councilmanic District

Vernon Urban
Petitioner

* BEFORE THE
* ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* Case No. 99-352-SPH
*

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of a Petition for Special Hearing filed by the owner of the subject property, Vernon Urban. The Petitioner requests a special hearing to approve two existing dwellings on one lot as a legal, nonconforming use. The subject property and relief sought are more particularly described on the site plan submitted which was accepted into evidence and marked as Petitioner's Exhibit 1.

This matter came before this Zoning Commissioner as a result of a complaint registered with the Code Enforcement Division of the Department of Permits and Development Management by Michele Starner, who apparently resided on the property at that time. The nature of her complaint primarily concerned living conditions on the property; i.e., that a hot water heater was not working, the roof was leaking, a stove door was broken, and a storm door was not securely fastened. During the County's investigation of her complaint, it was determined that there are two separate dwellings on the subject lot. Under the current provisions of the Baltimore County Zoning Regulations (B.C.Z.R.), the property's size and zoning classification limits its use to one dwelling, only. Thus, in order to cure this deficiency, the instant Petition for Special Hearing was filed.

As is required by the Baltimore County Code, the matter was scheduled for a public hearing. Appearing at that hearing were Vernon Urban, property owner, Terry and Lisa Malone, his daughter and son-in-law, and Bruce E. Doak, Registered Property Line Surveyor who prepared the site plan for this property. Appearing as interested persons/Protestants were several residents

ORDER RECEIVED FOR FILING
Date 2/23/00
By [Signature]

from the area, including Melissa Laing, Stephen and Patricia Kisielewski, Mike and Catherine Ryan, and Bertrum J. Salyer. It is of note that Ms. Starner did not appear at the hearing.

As noted above, the Petitioner seeks special hearing relief to approve the two dwellings on the property as a legal, nonconforming use. Nonconforming uses are defined in Section 101 of the B.C.Z.R. and are regulated in Section 104 thereof. Essentially, the nonconforming use designation is utilized to "grandfather" a use that existed prior to the effective date of the zoning regulation that disallowed such use. Moreover, such use must be continuous and without interruption since prior to the date of the regulation prohibiting such use. As noted above, the subject property's size and zoning classification would prohibit the construction of two dwellings thereon. However, if the property owner can demonstrate that both dwellings were constructed and have been utilized continuously since prior to the adoption of that Section of the B.C.Z.R. which prohibits same, then the two dwellings can remain, or are "grandfathered" as "nonconforming uses".

Testimony offered at the hearing revealed that Mr. Urban has owned the subject property since 1993. The property is roughly rectangular in shape, and contains approximately .238 acres, zoned D.R.5.5. The property is improved with two buildings, both of which are used as dwellings. The dwelling on the front portion of the site is a one and one-half story structure and the dwelling to the rear of the property is but a single story. Testimony indicated that Mr. Urban leases both buildings as individual dwelling units. The dwellings have separate electric meters; however, there is only one water meter and the property is taxed as a single lot.

The first comprehensive set of zoning regulations was adopted in Baltimore County in 1945; thus, in order for the two dwelling units to be considered nonconforming, they must have been constructed prior to that year. Moreover, they must have been used continuously and without interruption since that time.

At the hearing, Mr. Urban presented four affidavits from elderly residents of the community to support his claim that the property is nonconforming. Although the affidavits were notarized, questions were raised about their authenticity and the contents contained therein. Thus,

the hearing was continued to allow the Petitioner an opportunity to obtain additional supporting documentation. Ultimately, this Zoning Commissioner wrote directly to the four individuals who had submitted affidavits (e.g., Shirley Steele, Nettie M. Hawkins, Ruby D. Bauer, and Eva A. Akers). Responses were received from each individual. Collectively, those responses indicated that these four individuals have been familiar with the property since the early 1940s. Moreover, these individuals indicated that the two buildings in question were constructed on the property between 1940 and 1945, and have been used continuously as residential dwellings since that time.

Although the live testimony of an individual is preferable, I do find the correspondence and documents submitted to be credible. The four individuals contacted all place the use of the buildings for residential purposes since the 1940s. It is to be noted that Mr. & Mrs. Kisielewski indicated at the hearing that they were long-time residents of the area and believe that one of the structures presently being used as a dwelling was converted from a garage in approximately 1950. Although that date would be after the adoption of the regulation, Mr. & Mrs. Kisielewski indicated that they could not be sure of the precise year. The four individuals relied upon by the Petitioner placed the use of both buildings as residences to an earlier date.

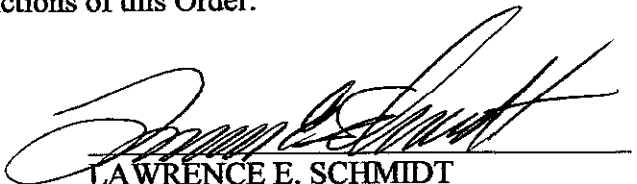
Based upon the sum of the testimony and evidence offered, I am persuaded to grant the Petition for Special Hearing. I will therefore allow the property to continue to be utilized as two dwellings. However, in so granting this relief, I will impose certain conditions and/or restrictions appropriate for the protection of the neighborhood. Specifically, I will require that each house be used as a single family dwelling, only. That is, each building can contain but one living unit and cannot be divided for use as apartments. Second, a driveway or parking area shall be maintained for the property to accommodate at least two motor vehicles. This will provide an off-street parking area for the residents of these dwellings. Third, there shall be no additional construction or improvements on the property without a public hearing. That is, the Petitioner cannot add onto either building or construct other improvements on the site, other than a storage shed of less than 100 sq.ft. in area, without a public hearing. This restriction is being entered to prevent an over-intensification of the use of the property.

Pursuant to the advertisement, posting of the property and public hearing on this Petition held, and for the reasons set forth herein, the relief requested shall be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 23rd day of February, 2000 that the Petition for Special Hearing to approve two existing dwellings on one lot as a legal, nonconforming use, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject to the following terms and conditions:

- 1) The Petitioners may apply for their building permit and be granted same upon receipt of this Order; however, Petitioners are hereby made aware that proceeding at this time is at their own risk until the 30-day appeal period from the date of this Order has expired. If an appeal is filed and this Order is reversed, the relief granted herein shall be rescinded.
- 2) Each house shall be used as a single family dwelling, only. That is, only one family can reside in either building and neither building can be divided to create multiple living units therein.
- 3) A driveway or parking area capable of accommodating two motor vehicles shall be maintained on the property to provide off-street parking for the residents of these dwellings.
- 4) There shall be no additional construction/improvements on the property, other than as described herein, without a public hearing.
- 5) When applying for any permits, the site plan filed must reference this case and set forth and address the restrictions of this Order.

LES:bjs


LAWRENCE E. SCHMIDT
Zoning Commissioner
For Baltimore County

ORDER RECEIVED FOR FILING

Date 2/23/00

By [Signature]



Baltimore County
Zoning Commissioner

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

February 23, 2000

Mr. Vernon Urban
2221 Lodge Farm Road
Edgemere, Maryland 21219

RE: PETITION FOR SPECIAL HEARING
W/S Lincoln Avenue, 165' N of the c/l North Dakota Avenue
(2124 Lincoln Avenue)
15th Election District – 7th Councilmanic District
Vernon Urban - Petitioner
Case No. 99-352-SPH

Dear Mr. Urban:

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

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Zoning Administration and Development Management office at 887-3391.

Very truly yours,

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

cc: Mr. Bruce E. Doak
Gerhold, Cross & Etzel, 320 E. Towsontown Boulevard, Towson, Md. 21286
Ms. Lisa Malone
Malone Associates, Inc., 3315 W. Cold Spring Lane, Baltimore, Md. 21215
Ms. Melissa Laing, 2546 Island View Road, Baltimore, Md. 21221
Mr. & Mrs. Steven Kisielewski, 7319 Betz Avenue, Baltimore, Md. 21219
Mr. & Mrs. Mike Ryan, 7307 Betz Avenue, Baltimore, Md. 21219
Mr. Bertrum J. Salyer, 7313 Betz Avenue, Baltimore, Md. 21219
Code Enforcement Division, DPDM; People's Counsel; Case File

Census 2000

For You, For Baltimore County

Census 2000



Printed with Soybean Ink
on Recycled Paper

Come visit the County's Website at www.co.ba.md.us



Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 2124 LINCOLN AVENUE

which is presently zoned D. R. 5.5

This Petition shall be filed with the Department of Permits and 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

*TO ALLOW (2) EXISTING HOUSES TO REMAIN ON ONE LOT
AS A LEGAL ADU - CONFORMING USE*

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

I, or we, agree to pay expenses of above Special Hearing, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

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:

Name - Type or Print

Signature

Address

Telephone No.

City

State

Zip Code

Attorney For Petitioner:

Name - Type or Print

Signature

Company

Address

Telephone No.

City

State

Zip Code

Legal Owner(s):

Name - Type or Print

Signature

Name - Type or Print

Signature

2221 LODGE FARM ROAD 410-477-6820
Address Telephone No.

EDGEMERE, MD 21219
City State Zip Code

Representative to be Contacted:

BRUCE E. DOAK

GERHOLD, CROSS & ETZEL, LTD.
Name

320 E. TOWSONTOWN BLVD. 410-823-4470
Address Telephone No.

TOWSON MD 21286
City State Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING _____

UNAVAILABLE FOR HEARING _____

Reviewed By JCM Date 3.10.99

Case No. 99-352 SPH.

Date 3/15/98

By _____

ORDER RECEIVED FOR FILING
3/23/00

GORDON T. LANGDON
EDWARD F. DEIACO-LOHR
BRUCE E. DOAK

GERHOLD, CROSS & ETZEL, LTD.

Registered Professional Land Surveyors

SUITE 100
320 EAST TOWSONTOWN BOULEVARD
TOWSON, MARYLAND 21286-5318

410-823-4470
FAX 410-823-4473

EMERITUS
PAUL G. DOLLENBERG
FRED H. DOLLENBERG
CARL L. GERHOLD
PHILIP K. CROSS
OF COUNSEL
JOHN F. ETZEL
WILLIAM G. ULRICH

February 22, 1999

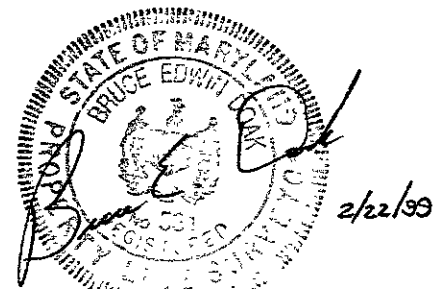
Zoning Description
2124 Lincoln Avenue

Beginning for the same at a point on the west side of Lincoln Avenue, at a point measured 165 feet northerly along the west side of Lincoln Avenue from its intersection with the centerline of North Dakota Avenue, running thence and binding on the west side of Lincoln Avenue the following line, viz: 1) North 14 degrees 40 minutes 02 seconds East 49.81 feet, thence leaving Lincoln Avenue and running and binding on the south side of an alley and on the land of the herein petitioner, 2) South 87 degrees 08 minutes 30 seconds West 225.50 feet, to the east side of an alley, thence running and binding on said alley, 3) South 02 degrees 51 minutes 30 seconds East 47.50 feet, thence leaving said alley and running and binding on the land of the herein petitioner, 4) North 87 degrees 08 minutes 30 seconds East 210.50 feet, to the place of beginning.

Containing 0.238 Acres or 10355 square feet known as 2124 Lincoln Avenue.

352

A:\ZONEDISC WPD



99.352.SPH

BALTIMORE COUNTY, MARYLA
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

352
No. 062328

DATE 3.18.99

ACCOUNT 6177-6150

AMOUNT \$ 50.00

RECEIVED
FROM: V. OKRON

2127 Linwood Ave

FOR:

(150) 11.11.99

49.352-5PK

DISTRIBUTION
WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

3.18.99

CASHIER'S VALIDATION

BALTIMORE COUNTY, MARYLAND

50.00 RECEIVED

RECEIVED

07/11/00

5 NEEDED (NAMES) CASH RECEIPT

RECEIVED (CASHIER) CASH ON HAND

3/18/99 3/18/99 12:17:40

PAID RECEIPT

PAID RECEIPT

**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: #99-352-SPH
2124 Lincoln Avenue
W/S Lincoln Avenue, 165' N
of centerline N. Dakota Avenue
15th Election District
7th Councilmanic District
Legal Owner(s): Vernon Urban

Special Hearing: to allow 2 existing houses to remain on one lot as a legal non-conforming use.

Hearing: Tuesday, April 27, 1999 at 11:00 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 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.

4/169 April 8 C303055

CERTIFICATE OF PUBLICATION

TOWSON, MD., 4/8/, 1999

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 4/8/, 1999.

THE JEFFERSONIAN,

J. Wilkinson

LEGAL ADVERTISING

CERTIFICATE OF POSTING

RE Case No 99-352-SPH

Petitioner/Developer VERNON URBAN, ETAL
% BRUCE DOAK (G.C.E)

Date of Hearing Closing 4/27/99

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 # 2124 LINCOLN AVE.

The sign(s) were posted on

4/11/99

(Month, Day, Year)

Sincerely,

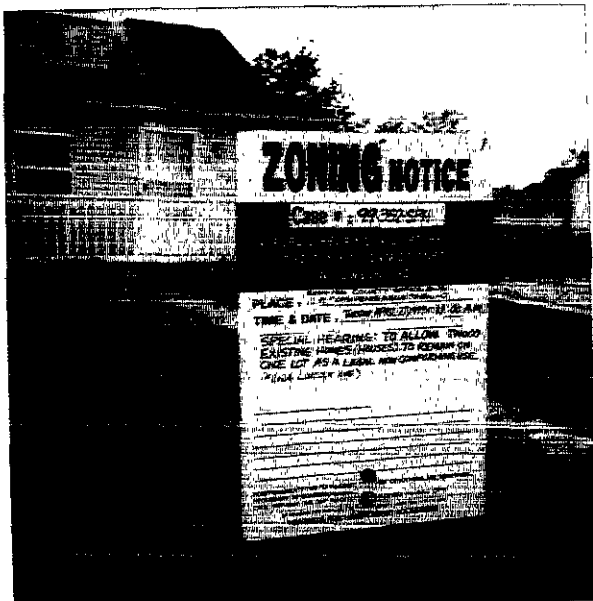
Patrick M. O'Keefe 4/12/99
(Signature of Sign Poster and Date)

PATRICK M. O'KEEFE
(Printed Name)

523 PENNY LANE
(Address)

HUNT VALLEY, MD. 21030
(City, State, Zip Code)

410-666-5366 ; CELL-410-905-8571
(Telephone Number)



99-352-SPH
#2124 LINCOLN AVE
4/27/99



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 29, 1999

NOTICE OF ZONING HEARING

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

Arnold Jablon
Director

c: Vernon Urban
Gerhold, Cross & Etzel, Ltd.
Michelle Starnier

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY APRIL 12, 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.

Come visit the County's Website at www.co.ba.md.us



Printed with Soybean Ink
on Recycled Paper

RE: PETITION FOR SPECIAL HEARING
2124 Lincoln Avenue, W/S Lincoln Ave,
165' N of c/I N. Dakota Ave, 15th Election District,
7th Councilmanic

Legal Owners: Vernon Urban

Petitioner(s)

* BEFORE THE
* ZONING COMMISSIONER
* FOR
* BALTIMORE COUNTY
* Case Number: 99-352-SPH

* * * * *

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates 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 Bruce E. Doak, Gerhold, Cross & Etzel, Ltd., 320 E. Towsontowne Blvd., Suite 100, Towson, MD 21286, representative for Petitioner(s).

Peter Max Zimmerman
PETER MAX ZIMMERMAN



Baltimore County
Department of Permits and
Development Management
111 West Chesapeake Avenue
Towson, Maryland 21204

Return Service Requested

ROOM 111 ZONING REVIEW

RETURNED
TO SENDER
UNDELIVERABLE AS ADDRESSED
21222-19

AUTO **21219



UNDELIVERABLE
ATTEMPTED DELIVERY
MICHAEL STARNER
2124 LINCOLN AVENUE
BALTIMORE MD 21219



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 29, 1999

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Arnold Jablon
Director

c: Vernon Urban
Gerhold, Cross & Etzel, Ltd.
Michelle Starnes

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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 29, 1999

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Arnold Jablon
Director

c: Vernon Urban
Gerhold, Cross & Etzel, Ltd.
Michelle Starner

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Come visit the County's Website at www.co.ba.md.us



TO: PATUXENT PUBLISHING COMPANY
April 8, 1999 Issue – Jeffersonian

Please forward billing to:

Vernon Urban
2124 Lincoln Avenue
Baltimore, MD

410-477-6820

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: 99-352-SPH

2124 Lincoln Avenue

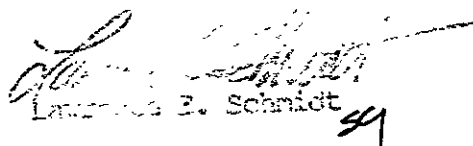
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15th Election District – 7th Councilmanic District

Legal Owner: Vernon Urban

Special Hearing to allow 2 existing houses to remain on one lot as a legal non-conforming use.

HEARING: Tuesday, April 27, 1999 at 11:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue



Lawrence E. Schmidt 41

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.
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**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: 352

Petitioner: VERNON URBAN

Address or Location: 2124 LINCOLN Ave.

PLEASE FORWARD ADVERTISING BILL TO:

Name: Same.

Address: _____

Telephone Number: (410) 477-6820

Revised 2/20/98 - SCJ

99.352.SPH

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

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

Format for Sign Printing, Black Letters on White Background:

ZONING NOTICE

Case No.: 99-352SPH

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

PLACE: _____

DATE AND TIME: _____

REQUEST: A SPECIAL HEARING TO APPROVE
2 EXISTING DWELLINGS ON ONE
LOT AS A LEGALLY NONCONFORMING
USE.

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

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

HANDICAPPED ACCESSIBLE



Baltimore County
Department of Permits and
Development Management

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

April 22, 1999

Mr. Bruce E. Doak
Gerhold, Cross & Etzel, Ltd.
320 E. Towsontown Boulevard
Towson, MD 21286

RE: Case No.: 99-352-SPH
Petitioner: Urban
Location: 2124 Lincoln Avenue

Dear Mr. Doak:

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM), on March 10, 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,

A handwritten signature in black ink, appearing to read "W. Carl Richards, Jr." with a stylized flourish at the end.

W. Carl Richards, Jr.
Zoning Supervisor
Zoning Review

WCR:ggs

Enclosures

Come visit the County's Website at www.co.ba.md.us



BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

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

Date: April 6, 1999

FROM: Robert W. Bowling, Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
for March 29, 1999
Item No. 352

The Bureau of Development Plans Review has reviewed the subject zoning item. When a residential lot contains more than one habitable single-family dwelling and is being provided a single connection, the property owner shall be charged for only one system connection charge. At such time as the lot is subdivided, each lot then must have its own house connection and be required to pay a systems connection charge at the current rate.

The issue of on-site parking needs to be clearly addressed.

RWB:HJO:jrb

cc: File

ZONE0329.352



Baltimore County
Fire Department

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

April 5, 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 22, 1999

Item No.: 346, 351, 352, 354, 347,
348, 349, AND 355

Zoning Agenda:

Gentlemen:

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

THE FIRE MARSHAL'S OFFICE HAS NO COMMENTS AT THIS TIME.

REVIEWER: LT. ROBERT P. SAUERWALD

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

cc: File

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BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

Date: March 30, 1999

TO: Arnold Jablon

FROM: R. Bruce Seeley *RB/JS*

SUBJECT: Zoning Item #352

Urban Property - 2124 Lincoln Avenue

Zoning Advisory Committee Meeting of March 22, 1999

- The Department of Environmental Protection and Resource Management has no comments on the above-referenced zoning item.
- The Department of Environmental Protection and Resource Management requests an extension for the review of the above-referenced zoning item to determine the extent to which environmental regulations apply to the site.
- X The Department of Environmental Protection and Resource Management offers the following comments on the above-referenced zoning item:
- Development of the property must comply with the Regulations for the Protection of Water Quality, Streams, Wetlands and Floodplains (Sections 14-331 through 14-350 of the Baltimore County Code).
- Development of this property must comply with the Forest Conservation Regulations (Section 14-401 through 14-422 of the Baltimore County Code).
- X Development of this property must comply with the Chesapeake Bay Critical Area Regulations (Sections 26-436 through 26-461, and other Sections, of the Baltimore County Code).
-

file
4/27

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

Date: March 23, 1999

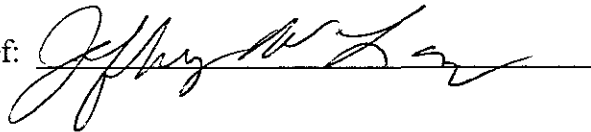
FROM: Arnold F. 'Pat' Keller, III, Director
Office of Planning

SUBJECT: Zoning Advisory Petitions

The Office of Planning has no comment on the following petition (s):
Item No (s): 341, 343, 346, 352, and 353

If there should be any questions or this office can provide additional information, please
contact Jeffrey Long in the Office of Planning at 410-887-3480.

Section Chief:



AFK/JL

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

DATE: March 23, 1999

TO: Larry E. Schmidt
Zoning Commissioner

FROM: James H. Thompson - LW
Code Enforcement Supervisor

SUBJECT: ITEM NO.: 352
PETITIONER: Vernon Urban

VIOLATION CASE NO.: 98-0024

LOCATION OF VIOLATION: W/S of Lincoln Avenue, 165'N of centerline of
N. Dakota Avenue (2124 Lincoln Avenue)
Election District

DEFENDANT(S): Vernon Urban
2221 Lodge Farm Road, Baltimore, MD 21219

Please be advised that the aforementioned petition is the subject of an active violation case. When the petition is scheduled for a public hearing, please notify the following person(s):

<u>NAME</u>	<u>ADDRESS</u>
Michelle Starner	2124 Lincoln Avenue Baltimore, MD 21219

After the public hearing is held, please send a copy of the Zoning Commissioner's Order to the Code Enforcement Supervisor, so that the appropriate action may be taken relative to the violation case.

JHT/lw/lmh



Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor

John D. Porcari
Secretary

Parker F. Williams
Administrator

Date: 3.24.99

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

RE: Baltimore County
Item No. 352

JCM

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

November 29, 1999

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

Ms. Shirley Steele
7236 Hughes Avenue
Baltimore, Maryland 21219

RE: PETITION FOR SPECIAL HEARING
2124 Lincoln Avenue
Case No. 99-352-SPH

Dear Ms. Steele:

This office is in receipt of your affidavit regarding your knowledge of the above-captioned property. I appreciate your assistance and the information that you have provided; however, in order for me to continue my review of the Petitioner's request for nonconforming use status of the subject property, could you kindly answer the following questions and submit same in the enclosed self-addressed stamped envelope.

- 1) How long have you been familiar with the property and improvements thereon, known as 2124 Lincoln Avenue? *since 1943 -*
- 2) What was the date of the construction of each building/dwelling on the lot? *do not know*
- 3) How long has each building/dwelling been occupied and used residentially? *56 yrs*
- 4) Has the period of residential occupancy continued without interruption from the date on which you became familiar with the property to the present time? *yes as far as I know*

Your prompt attention to this inquiry is appreciated.

Very truly yours,

16/
LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

cc: Ms. Lisa Malone, Malone Assoc., Inc.
3315 W. Cold Spring Lane, Baltimore, Md. 21215
Case File

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Baltimore County
Zoning Commissioner

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

November 29, 1999

Ms. Ruby D. Bauer
7133 Hughes Avenue
Baltimore, Maryland 21219

RE: PETITION FOR SPECIAL HEARING
2124 Lincoln Avenue
Case No. 99-352-SPH

FEB - 3

Dear Ms. Bauer:

This office is in receipt of your affidavit regarding your knowledge of the above-captioned property. I appreciate your assistance and the information that you have provided; however, in order for me to continue my review of the Petitioner's request for nonconforming use status of the subject property, could you kindly answer the following questions and submit same in the enclosed self-addressed stamped envelope.

- 1) How long have you been familiar with the property and improvements thereon, known as 2124 Lincoln Avenue?
About 1940 to 1945
- 2) What was the date of the construction of each building/dwelling on the lot?
- 3) How long has each building/dwelling been occupied and used residentially?
1940 to 1945
- 4) Has the period of residential occupancy continued without interruption from the date on which you became familiar with the property to the present time?
Whole Time

Yes
Your prompt attention to this inquiry is appreciated.

Ruby D. Bauer

Very truly yours,

/s/
LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

cc: Ms. Lisa Malone, Malone Assoc., Inc.
3315 W. Cold Spring Lane, Baltimore, Md. 21215
Case File

Come visit the County's Website at www.co.ba.md.us



Baltimore County
Zoning Commissioner

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

November 29, 1999

Ms. Eva M. Akers
2500 Pac Lane
Baltimore, Maryland 21219

RE: PETITION FOR SPECIAL HEARING
2124 Lincoln Avenue
Case No. 99-352-SPH

FEB - 3

Dear Ms. Akers:

This office is in receipt of your affidavit regarding your knowledge of the above-captioned property. I appreciate your assistance and the information that you have provided; however, in order for me to continue my review of the Petitioner's request for nonconforming use status of the subject property, could you kindly answer the following questions and submit same in the enclosed self-addressed stamped envelope.

- 1) How long have you been familiar with the property and improvements thereon, known as 2124 Lincoln Avenue? *1944 till Now*
- 2) What was the date of the construction of each building/dwelling on the lot? *I Don't Know*
- 3) How long has each building/dwelling been occupied and used residentially? *In '40's*
- 4) Has the period of residential occupancy continued without interruption from the date on which you became familiar with the property to the present time? *YES*

Your prompt attention to this inquiry is appreciated.

Ms Eva Akers

Very truly yours,

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

cc: Ms. Lisa Malone, Malone Assoc., Inc.
3315 W. Cold Spring Lane, Baltimore, Md. 21215
Case File

Come visit the County's Website at www.co.ba.md.us





Baltimore County
Zoning Commissioner

November 29, 1999

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

Ms. Nettie M. Hawkins
2111 Anna Avenue
Baltimore, Maryland 21219

RE: PETITION FOR SPECIAL HEARING
2124 Lincoln Avenue
Case No. 99-352-SPH

FEB - 3

Dear Ms. Hawkins:

This office is in receipt of your affidavit regarding your knowledge of the above-captioned property. I appreciate your assistance and the information that you have provided; however, in order for me to continue my review of the Petitioner's request for nonconforming use status of the subject property, could you kindly answer the following questions and submit same in the enclosed self-addressed stamped envelope.

- 1) How long have you been familiar with the property and improvements thereon, known as 2124 Lincoln Avenue? *About 1940 to Present.*
- 2) What was the date of the construction of each building/dwelling on the lot? *About 1940 to 1945*
- 3) How long has each building/dwelling been occupied and used residentially? *All the time*
- 4) Has the period of residential occupancy continued without interruption from the date on which you became familiar with the property to the present time? *YES*

Your prompt attention to this inquiry is appreciated.

Very truly yours,

Nettie M. Hawkins

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

cc: Ms. Lisa Malone, Malone Assoc., Inc.
3315 W. Cold Spring Lane, Baltimore, Md. 21215
Case File

Come visit the County's Website at www.co.ba.md.us





Baltimore County
Zoning Commissioner

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

January 6, 2000

Ms. Eva M. Akers
2500 Pac Lane
Baltimore, Maryland 21219

RE: PETITION FOR SPECIAL HEARING
2124 Lincoln Avenue
Case No. 99-352-SPH

Dear Ms. Akers:

This letter is a follow-up to my previous correspondence to you dated November 29, 1999 (a copy of which is enclosed for your reference), in which I requested additional information from you concerning the above-captioned matter. Included with my letter was a stamped, self-addressed envelope for your convenience.

As you know, the information contained on the affidavit prepared by you and submitted at the hearing in the above-captioned matter was insufficient to support a finding that the subject property is a legitimate, nonconforming use. Thus, a decision on the matter has not yet been made, pending receipt of the requested additional information.

Therefore, please forward the requested information as soon as possible. In the event no word is heard from you within fifteen (15) days of the date of this letter, I shall be compelled to deny the Petition.

Thank you for your cooperation in this matter and should you have any questions, please feel free to contact my office.

Very truly yours,

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

cc: Ms. Lisa Malone, Malone Assoc., Inc.
3315 W. Cold Spring Lane, Baltimore, Md. 21215
Case File

Come visit the County's Website at www.co.ba.md.us





Baltimore County
Zoning Commissioner

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

January 6, 2000

Ms. Ruby D. Bauer
7133 Hughes Avenue
Baltimore, Maryland 21219

RE: PETITION FOR SPECIAL HEARING
2124 Lincoln Avenue
Case No. 99-352-SPH

Dear Ms. Bauer:

This letter is a follow-up to my previous correspondence to you dated November 29, 1999, in which I requested additional information from you concerning the above-captioned matter. Included with my letter was a stamped, self-addressed envelope for your convenience.

As you know, the information contained on the affidavit prepared by you and submitted at the hearing in the above-captioned matter was insufficient to support a finding that the subject property is a legitimate, nonconforming use. Thus, a decision on the matter has not yet been made, pending receipt of the requested additional information.

Therefore, please forward the requested information as soon as possible. In the event no word is heard from you within fifteen (15) days of the date of this letter, I shall be compelled to deny the Petition.

Thank you for your cooperation in this matter and should you have any questions, please feel free to contact my office.

Very truly yours,

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

cc: Ms. Lisa Malone, Malone Assoc., Inc.
3315 W. Cold Spring Lane, Baltimore, Md. 21215
Case File

Come visit the County's Website at www.co.ba.md.us





Baltimore County
Zoning Commissioner

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

January 6, 2000

Ms. Nettie M. Hawkins
2111 Anna Avenue
Baltimore, Maryland 21219

RE: PETITION FOR SPECIAL HEARING
2124 Lincoln Avenue
Case No. 99-352-SPH

Dear Ms. Hawkins:

This letter is a follow-up to my previous correspondence to you dated November 29, 1999, in which I requested additional information from you concerning the above-captioned matter. Included with my letter was a stamped, self-addressed envelope for your convenience.

As you know, the information contained on the affidavit prepared by you and submitted at the hearing in the above-captioned matter was insufficient to support a finding that the subject property is a legitimate, nonconforming use. Thus, a decision on the matter has not yet been made, pending receipt of the requested additional information.

Therefore, please forward the requested information as soon as possible. In the event no word is heard from you within fifteen (15) days of the date of this letter, I shall be compelled to deny the Petition.

Thank you for your cooperation in this matter and should you have any questions, please feel free to contact my office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lawrence E. Schmidt".

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

cc: Ms. Lisa Malone, Malone Assoc., Inc.
3315 W. Cold Spring Lane, Baltimore, Md. 21215
✓ Case File

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Baltimore County
Zoning Commissioner

May 18, 1999

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

Mr. Bruce E. Doak
Gerhold, Cross & Etzel
320 E. Towsontown Boulevard
Towson, Maryland 21286

RE: PETITION FOR SPECIAL HEARING
W/S Lincoln Avenue, 165' N of the c/l of North Dakota Avenue
(2124 Lincoln Avenue)
15th Election District – 7th Councilmanic District
Vernon Urban – Petitioner
Case No. 99-352-SPH

Dear Mr. Doak:

This letter is to follow up on the hearing held in the above-captioned matter on April 27, 1999. As you will recall, I recessed the hearing because the affidavits you submitted in support of the Petition for nonconforming use were not notarized and questions were raised about their authenticity. We also extensively discussed the applicable law and the facts you had offered on behalf of your client.

Please contact me when you are ready to proceed with this matter and I will reset the case for a continued hearing. I would also appreciate hearing from you following the completion of your research as to the applicable date for the nonconforming use.

Should you have any questions on the subject, please do not hesitate to call me.

Very truly yours,

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

cc: Mr. Vernon Urban, 2221 Lodge Farm Road, Baltimore, Md. 21219
Mr. & Mrs. Steven Kisielewski, 7319 Betz Avenue, Baltimore, Md. 21219
Mr. & Mrs. Mike Ryan, 7307 Betz Avenue, Baltimore, Md. 21219
Ms. Melissa Laing (Reed), 2546 Island View Road, Baltimore, Md. 21221
Mr. Bertrum J. Salyer, 7313 Betz Avenue, Baltimore, Md. 21219
Docket Clerk, DPDM; People's Counsel; Case File

Come visit the County's Website at www.co.ba.md.us



The undersigned hereby affirms under the penalties of perjury to the Director of Zoning Administration and Development Management (ZADM), as follows:

That the information herein given is within the personal knowledge of the Affiant and the Affiant is competent to testify thereto in the event that a public hearing is scheduled in the future with regard thereto.

Eva M Akers
AFFIANT (Handwritten Signature)

Eva M Akers
AFFIANT (Printed Name)

2500 PAC Lane
ADDRESS (Printed)

410-477-2024
TELEPHONE NUMBER

- 5

BASED UPON YOUR PERSONAL KNOWLEDGE, PLEASE ANSWER THE FOLLOWING:

1. Can you verify by this affidavit and/or testify in court, if necessary, that the home located at 2124 Lincoln Ave Baltimore MD has been occupied as a NO apartment dwelling since 1940-1945?
(address) (month) (year) (answer)
2. Can you also verify and testify, if necessary, that said apartments have been occupied by renters every year since 1942-1999?
(month) (year) (answer)
3. Will you realize any gain from the sale of this property? NONE
(answer)

*If the answer is yes, this form cannot be approved.

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY this 25th day of Oct, 1999 before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eva M Akers, the Affiant herein, personally known or satisfactorily identified to me as such Affiant, and made oath in due form of law that the matters and facts herein above set forth are true and correct to the best of his/her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

My Commission Expires Aug. 1, 2002

Brenda Carol Schulz
NOTARY PUBLIC
My Commission Expires Aug. 1, 2002

The undersigned hereby affirms under the penalties of perjury to the Director of Zoning Administration and Development Management (ZADM), as follows:

That the information herein given is within the personal knowledge of the Affiant and the Affiant is competent to testify thereto in the event that a public hearing is scheduled in the future with regard thereto.

✓ Ruby D. Bauer
AFFIANT (Handwritten Signature)

✓ Ruby D. Bauer
AFFIANT (Printed Name)

✓ 7233 Hughes Ave
ADDRESS (Printed)

✓ 410 477 8343
TELEPHONE NUMBER

BASED UPON YOUR PERSONAL KNOWLEDGE, PLEASE ANSWER THE FOLLOWING:

✓ 1. Can you verify by this affidavit and/or testify in court, if necessary, that the home located at 2124 Lincoln Ave Balt MD has been occupied as a NO apartment dwelling since 1941 1945?
(address) (month) (year) (answer)

✓ 2. Can you also verify and testify, if necessary, that said apartments have been occupied by renters every year since 1941 1999?
(month) (year) (answer) - 5

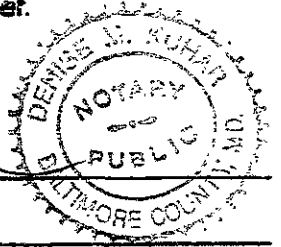
✓ 3. Will you realize any gain from the sale of this property? None
(answer)
*If the answer is yes, this form cannot be approved.

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY this 20 day of October, 1999 before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ruby D. Bauer, the Affiant herein, personally known or satisfactorily identified to me as such Affiant, and made oath in due form of law that the matters and facts herein above set forth are true and correct to the best of his/her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Denise M. Kula
NOTARY PUBLIC
My Commission Expires _____



The undersigned hereby affirms under the penalties of perjury to the Director of Zoning Administration and Development Management (ZADM), as follows:

That the information herein given is within the personal knowledge of the Affiant and the Affiant is competent to testify thereto in the event that a public hearing is scheduled in the future with regard thereto.

Nette M. Hawkins
AFFIANT (Handwritten Signature)

Nette M. Hawkins
AFFIANT (Printed Name)

2111 Anna Ave
ADDRESS (Printed)

410-477-0098
TELEPHONE NUMBER

BASED UPON YOUR PERSONAL KNOWLEDGE, PLEASE ANSWER THE FOLLOWING:

1. Can you verify by this affidavit and/or testify in court, if necessary, that the home located at 2124 Lincoln Ave Balto MD has been occupied as a NO apartment dwelling since _____? NO
(address) (month) (year) (answer) (2, etc.)

2. Can you also verify and testify, if necessary, that said apartments have been occupied by renters every year since 1942-1999? _____
(month) (year) (answer)

3. Will you realize any gain from the sale of this property? NO
(answer)

***If the answer is yes, this form cannot be approved.**

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY this 26 day of Oct 1999, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Nette Hawkins, the Affiant herein, personally known or satisfactorily identified to me as such Affiant, and made oath in due form of law that the matters and facts herein above set forth are true and correct to the best of his/her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Brenda Carol Schutt
NOTARY PUBLIC
My Commission Expires 3

The undersigned hereby affirms under the penalties of perjury to the Director of Zoning Administration and Development Management (ZADM), as follows:

That the information herein given is within the personal knowledge of the Affiant and the Affiant is competent to testify thereto in the event that a public hearing is scheduled in the future with regard thereto.

✓ Shirley Steele
AFFIANT (Handwritten Signature)

✓ Shirley Steele
AFFIANT (Printed Name)

✓ 7236 Hughes Ave
ADDRESS (Printed) Balto. Md. 21219

✓ 410-477-3259
TELEPHONE NUMBER

BASED UPON YOUR PERSONAL KNOWLEDGE, PLEASE ANSWER THE FOLLOWING:

✓ 1. Can you verify by this affidavit and/or testify in court, if necessary, that the home located at 2124 Lincoln Ave, Balto MD has been occupied as a no apartment dwelling since 1940 45 ? 1
(address) (month) (year) (answer) (2, etc.)

✓ 2. Can you also verify and testify, if necessary, that said apartments have been occupied by renters every year since 1944 1999 ? 5
(month) (year) (answer)

✓ 3. Will you realize any gain from the sale of this property? None
(answer)

*If the answer is yes, this form cannot be approved.

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY this 20th day of OCTOBER, 1999, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared SHIRLEY STEELE, the Affiant herein, personally known or satisfactorily identified to me as such Affiant, and made oath in due form of law that the matters and facts herein above set forth are true and correct to the best of his/her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Theresa A. Spelman
NOTARY PUBLIC
My Commission Expires 1-15-02

November 01, 1999

- 5

Mr. Lawrence E. Schmidt
Suite 405, County Courts Bldg.
401 Bosley Ave.
Jowson Md 21204

RE: 2124 Lincoln Avenue
Case number 99-352SPH
Vernon Urban.

Dear Mr Schmidt:

Enclosed you will find four affidavits and pictures. The pictures are as follows.

- ① You can see the oil tank has been moved and the driveway has been widened.
- ② the back of the house shows parking behind the house.
- ③ closer look at the parking area behind the house
- ④ you can see the oil tank moved to the other side of the house.

I hope this information will be helpful in making a decision. If you have any questions, please call me. Thank you for your kindness in this matter.

Lisa Urban Malone 410 876-4407

April 25, 1979

To Whom it May Concern -

I have lived next door to the property owned by Mr. Vernon Urban for 5 1/2 yrs. I have had no problems with his tenants or the way in which his properties are kept.

In case of further question
Please contact me either at 410-388-0834
or by mail at 2122 Lincoln Ave. Baltimore
Md. 21219.

Sincerely,

Kris Kappin

Kris Kappin
2122 Lincoln Ave
Baltimore, md. 21219

RESIDENTIAL LEASE

Apartment — Condominium — House

BY THIS AGREEMENT made and entered into on 4 day of March, 1999 (year),
between Vernon Urban and Tom Strickland
herein referred to as Lessor, and 2124 Lincoln Ave
herein referred to as Lessee, Lessor leases to Lessee the premises situated at Baltimore, Maryland 8/2/9, County of
, in the City of Baltimore, State of Maryland, and more particularly described as follows:

together with all appurtenances, for a term of 1 year, to commence on March 4, 2000 at 12:00 o'clock P.M.
(year), and to end on (year), at

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of
Dollars (\$ 500.00) per month in advance on the 1st day of
each calendar month beginning (year), at

, City of
State of , or at such other place as Lessor may designate.

2. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor
Dollars (\$ 500.00), receipt of which is
acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to
Lessee, without interest, on the full and faithful performance by him of the provisions hereof.

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

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

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

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

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

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

9. **Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other
casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises
shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during
which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should
be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the
extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated
up to the time of the damage.

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

11. **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premis-
es, except that shall be provided by Lessor.

12. **Right of Inspection.** Lessor and his agents shall have the right at all reasonable times during the term of this
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18. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

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

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

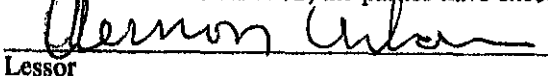
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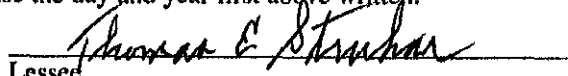
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24. Other Terms:

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.


Lessor


Lessee

Lessor

Lessee

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

RESIDENTIAL LEASE
Apartment — Condominium — House

BY THIS AGREEMENT made and entered into on

between

herein referred to as Lessor, and

herein referred to as Lessee, Lessor leases to Lessee the premises situated at

, in the City of

, State of

, and more particularly described as follows:

together with all appurtenances, for a term of

5

years, to commence on

Oct. 3,

(year), at 2:00 o'clock p.m.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Dollars (\$ 650.00 per month in advance on the 3 day of

each calendar month beginning

, City of Baltimore

State of Maryland

, or at such other place as Lessor may designate.

2. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor

Dollars (\$ 650.00

), receipt of which is

acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by him of the provisions hereof.

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

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

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

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

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

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

9. **Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

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

11. **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that shall be provided by Lessor.

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Rev. 6/98

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Vernon Wilson
Lessor

Glenn J. Leaster
Lessee

Lessor

Lessee

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PLEASE PRINT CLEARLY

PETITIONER(S) SIGN-IN SHEET

NAME

ADDRESS

BRUCE DOAK GERNOLD, CROSE & EISEL, LTD. 320 E. TOWNSHOWN BLVD. TOWSON MD 21286

2221 Lodge Farm Rd

Lisa Malone

Terry E Malone

Vernon Cuban

1326 Pinch Valley Rd

1326 Pinch Valley Rd.



PLEASE PRINT CLEARLY

PROTESTANT(S) SIGN-IN SHEET

NAME

ADDRESS

MELISSA LAING (REED)
Steven + Patricia Kisielewski
Mike + Catherine Ryan
Bertrum J Salyer

2546 Island View Rd 21221
7319 Betz Ave 21219
7307 Betz Ave 21219
7313 Betz Ave. 21219

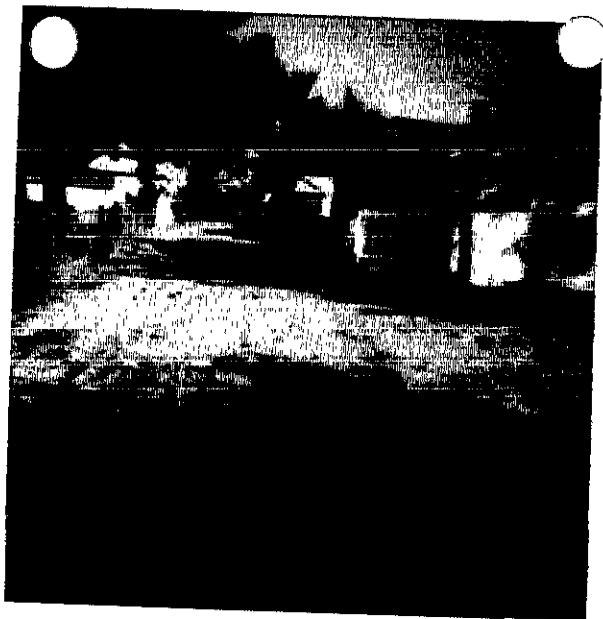


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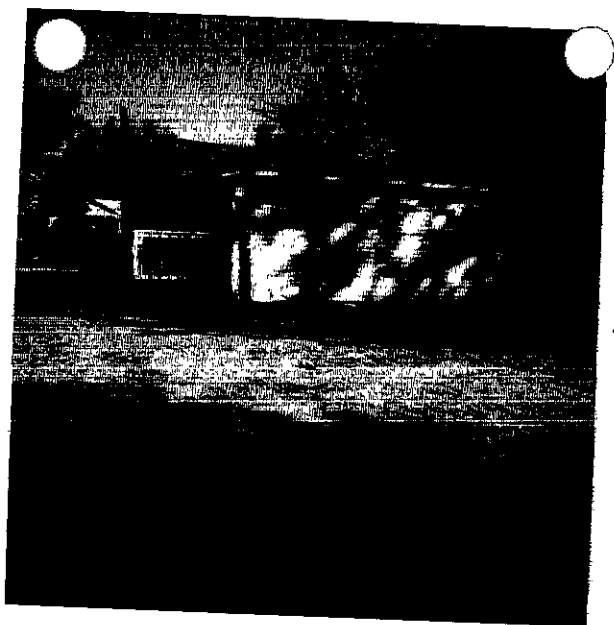
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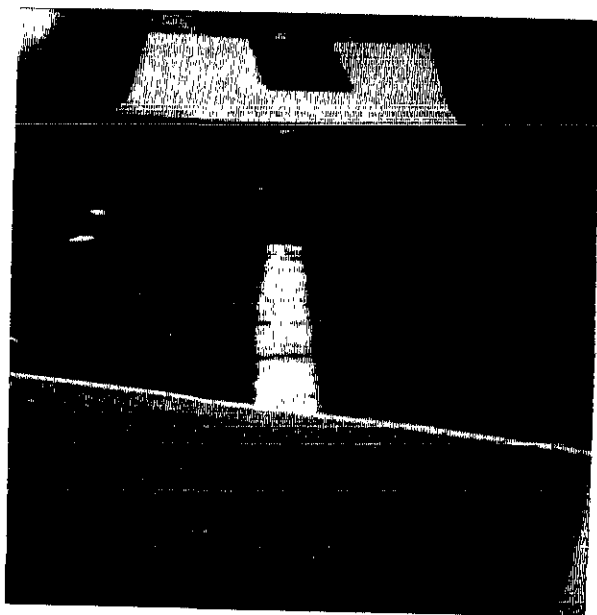
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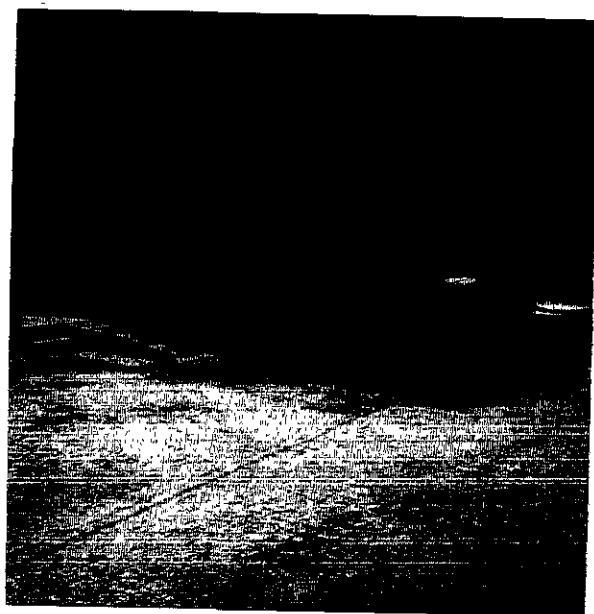
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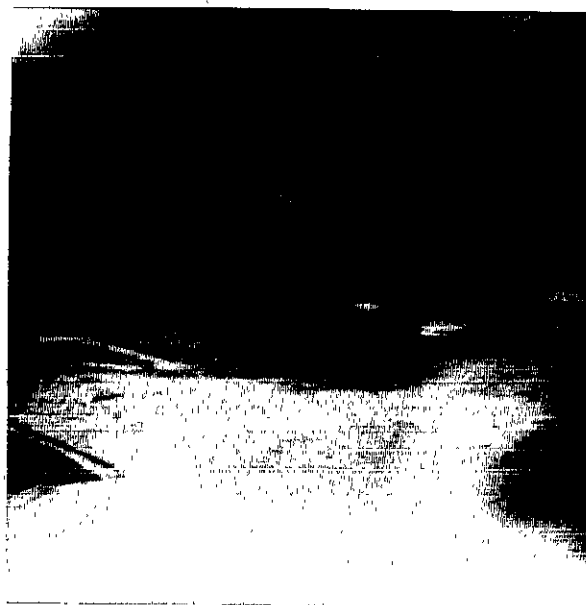
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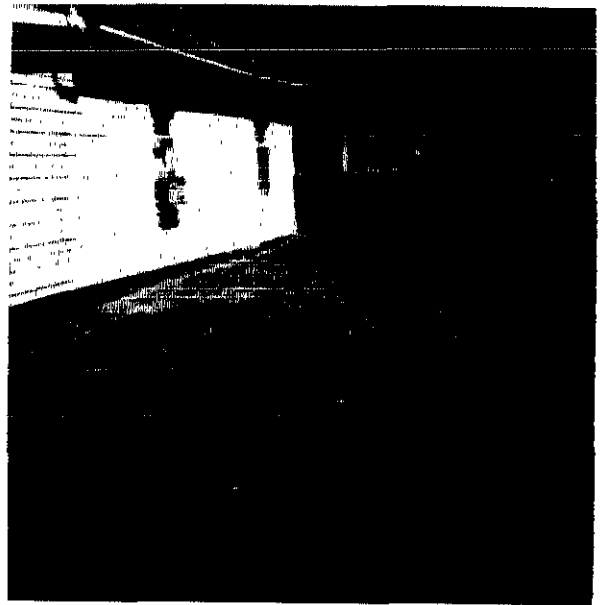
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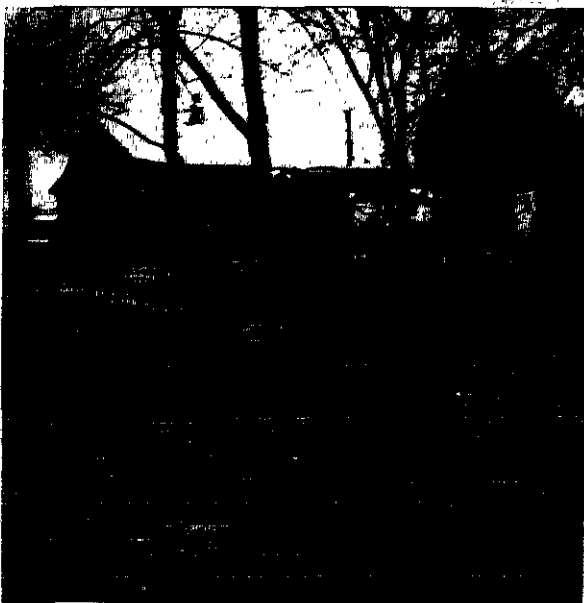
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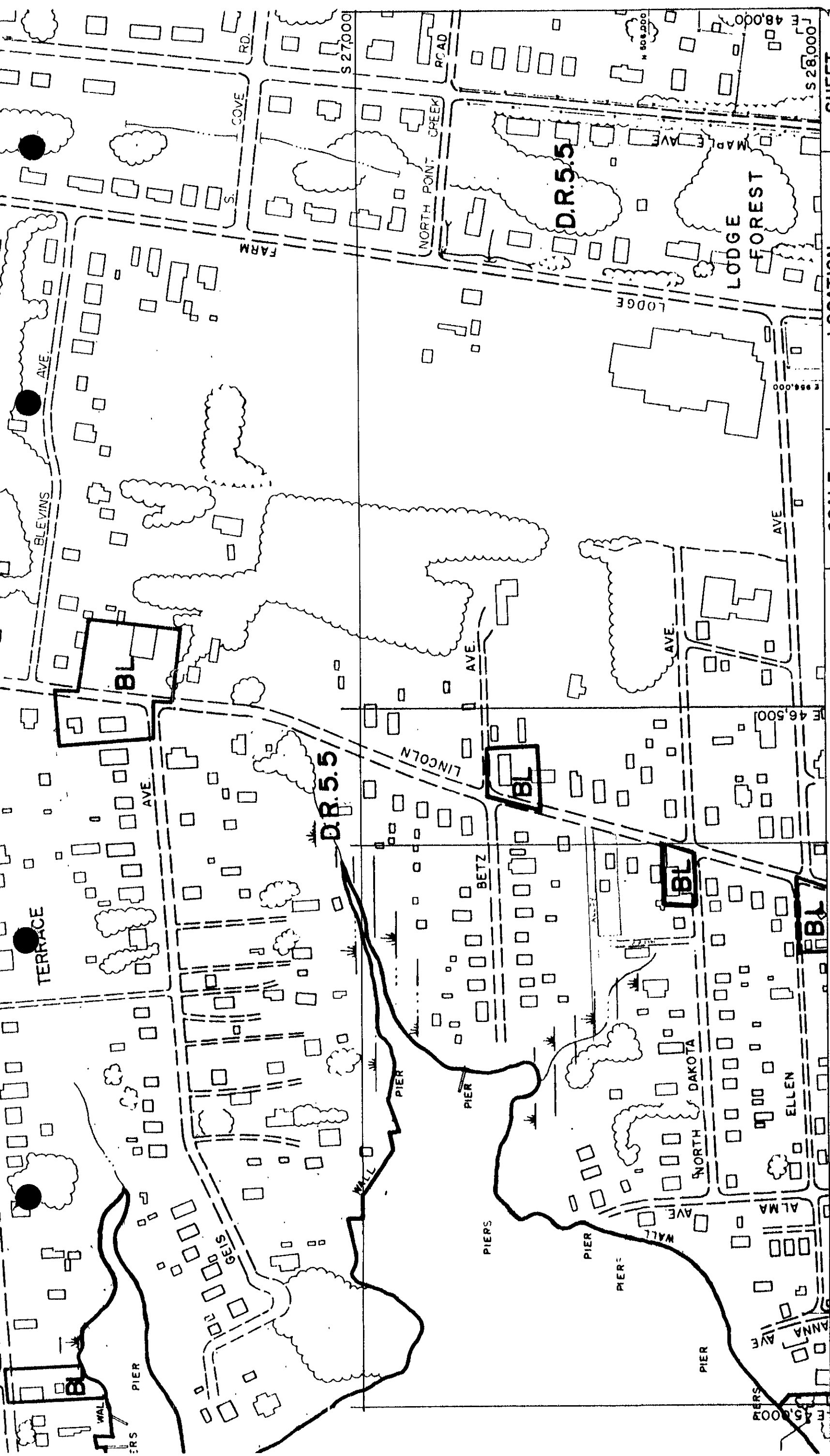
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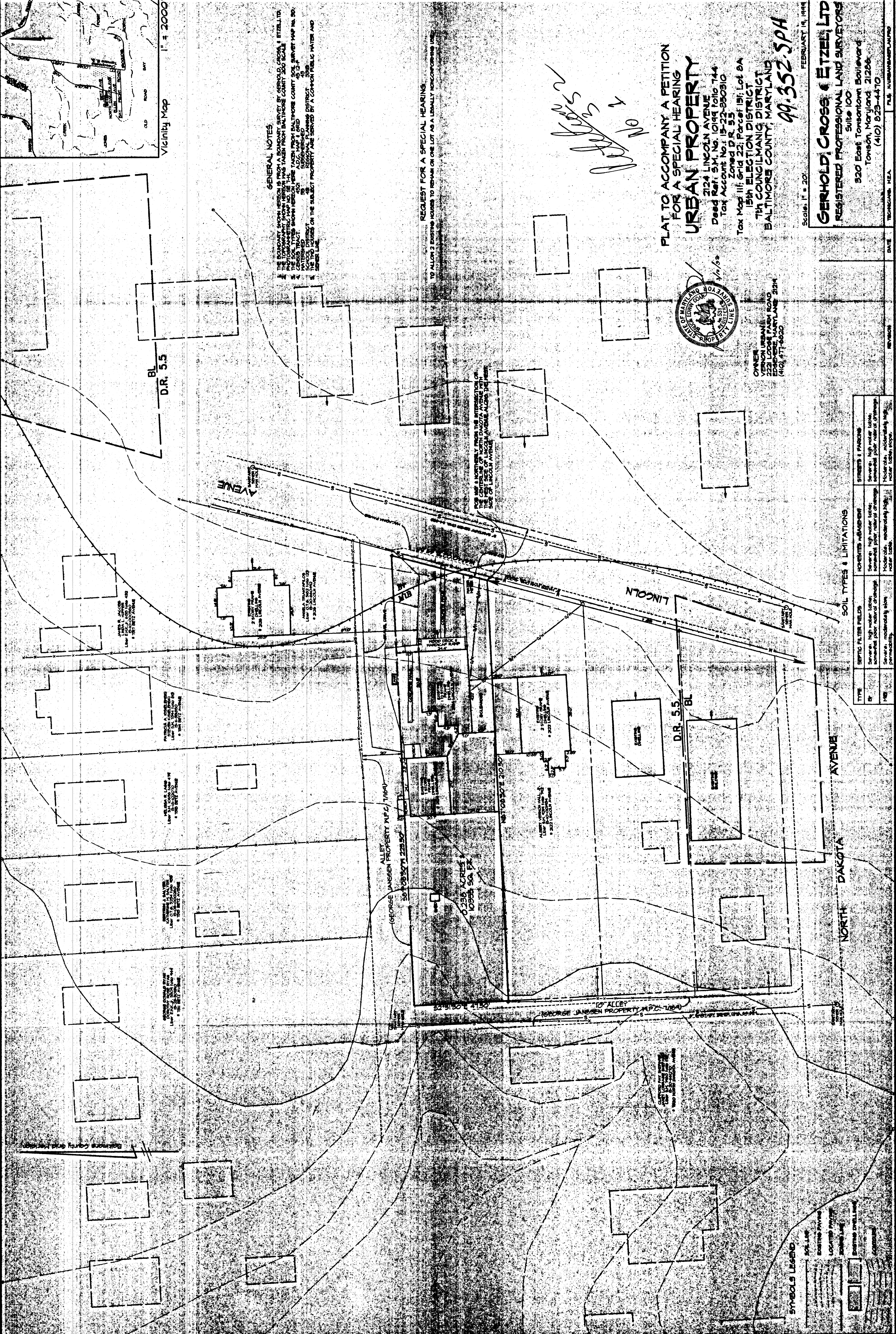
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LOCATION LODGE FOREST		SCALE 1" = 200' ±	DATE OF PHOTOGRAPHY JANUARY 1986	SHEET S.E. 7-H

ORE COUNTY ZONING AND ZONING MAP 99.352-SPN

352



GENERAL NOTES

1. THE BOUNDARY SHOWN HEREON IS FROM A BOUNDARY SURVEY BY GERALD, CROSS & ETZEL, LTD. THE TOWNSHIPS SHOWN HEREON WERE TAKEN FROM BALTIMORE COUNTY SOIL SURVEY MAP NO. 200.

2. THE SOIL TYPES SHOWN HEREON WERE TAKEN FROM BALTIMORE COUNTY SOIL SURVEY MAP NO. 200.

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REQUEST FOR A SPECIAL HEARING

TO ALLOW 2 EXISTING HOUSES TO REMAIN ON ONE LOT AS A LEGALLY NONCONFORMING USE

FOR USE AND OCCUPANCY FROM THE INTERSECTION OF THE WEST SIDE OF LINCOLN AVENUE ALONG THE EAST SIDE OF LINCOLN AVENUE

PLAT TO ACCOMPANY A PETITION FOR A SPECIAL HEARING

URBAN PROPERTY

224 LINCOLN AVENUE

Deed Ref: SM, No. 10194 Tollo 744

Tax Account No.: 18-22-880910

Zoned D.R. 5.5

Tax Map III; Grid 22; Parcel 191; Lot 8A

15th ELECTION DISTRICT

17th COUNCILMANIC DISTRICT

BALTIMORE COUNTY, MARYLAND

99.352-SPH



OWNER
VERNON URBAN, JR.
224 LINCOLN AVENUE
BALTIMORE, MARYLAND 21204
(410) 477-6920

Scale: 1" = 20'

FEBRUARY 19, 1999

GERHOLD, CROSS & ETZEL, LTD.

REGISTERED PROFESSIONAL LAND SURVEYORS

Suite 100

320 East Towsontown Boulevard

Towson, Maryland 21206

(410) 823-4470

DATE

REVISION

SOIL TYPES & LIMITATIONS

TYPE	SEPTIC FILTER FIELDS	ADJACENT WATERSHED	STREETS & PARKS
Dr	Severe, high water table; somewhat poor natural drainage	Severe, high water table; somewhat poor natural drainage	Severe, high water table; somewhat poor natural drainage
Md	Severe, moderately slow permeability	Moderate, moderately high water table	Moderate, moderately high water table

SYMBOLS LEGEND



