

IN RE: PETITION FOR SPECIAL HEARING
AND VARIANCE

S/W corner of Frederick Road
and Thistle Roads
1st Election District
1st Councilmanic District
(2205-2207 Frederick Road)

James Coroneos & Mildred Coroneos
Inter Vivos Declaration of Trust
Petitioners

* BEFORE THE
* DEPUTY ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* CASE NO. 00-501-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 owners of the subject property, James Coroneos & Mildred Coroneos Inter Vivos Declaration of Trust. The special hearing request is for property located at 2205-2207 Frederick Road, located in the Catonsville area of Baltimore County. The special hearing request is for a non-conforming front street setback of 2 ft. and the continuation of same setback for a 37 ft. x 15 ft. two-story addition to an existing restaurant. In addition to the special hearing request, a variance is requested to allow 81 parking spaces in lieu of the required 115 spaces.

Appearing at the hearing on behalf of the special hearing and variance requests were James Coroneos, owner of the property, Steve Broyles, the professional engineer who prepared the site plan of the property, and John V. Murphy, attorney at law, representing the Petitioners. There were no protestants in attendance.

Testimony and evidence indicated that the property, which is the subject of this special hearing and variance request, consists of 0.83 acres, more or less, and is zoned BM. The subject property is improved with a one-story restaurant known as "Dimitris". The building

ORDER RECEIVED FOR FILING

Date

7/7/00

By

J. P. Jameson

and improvements are located on the southwest corner of the intersection of Frederick Road and Thistle Road in Catonsville. The restaurant building has existed on the subject property, in its same location, since the 1800's. Mr. Coroneos has operated the subject restaurant for the past 38 years. He purchased the property in 1962 and continues to run his business to this day. Testimony revealed that in the 1960's, the State Highway Administration acquired additional right-of-way for Frederick Road, along the front of Mr. Coroneos' restaurant. The additional taking of this right-of-way caused the restaurant building itself to be situated just 2 ft. from the State Highway right-of-way. Mr. Coroneos now plans to construct a 15 ft. x 37 ft. two-story addition on the west side of the restaurant and a 23 ft. x 34 ft. addition to the rear of the restaurant. The new addition will be used to bring the property into compliance with present ADA requirements. He proposes to maintain the same building setback line to the State right-of-way that has existed on the property for many years. In addition, because of the increase in square footage of the restaurant, the parking requirements for this use have increased. Mr. Coroneos testified that he also owns property adjacent to this site which has ample parking, more than sufficient to accommodate the needs of his customers and patrons.

After considering the testimony and evidence offered at the hearing, I find that the special hearing request to allow a 2 ft. setback to the State right-of-way should be granted, as well as the parking variance as requested. It is clear that the subject property has been used continuously and without interruption as a restaurant since the 1800's and enjoys a legal nonconforming use. There have been no changes to the footprint of the building as it exists in its same location today as it has for over 100 years. The 2 ft. setback resulted when the State Highway Administration increased their right-of-way at this location and not as a result of the expansion of the Petitioners' building. The request is merely to continue the current setback

for the proposed addition as exists for the remainder of the restaurant. 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.

As to the request for a parking variance, an area variance may be granted where strict application of the zoning regulations would cause practical difficulty to the Petitioner and her property. McLean v. Soley, 270 Md. 208 (1973). To prove practical difficulty for an area variance, the Petitioners 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).

Pursuant to the advertisement, posting of the property, and public hearing on these petitions held, and after considering the testimony and evidence offered by the Petitioners, I find that the Petitioners' special hearing and variance requests should be granted.

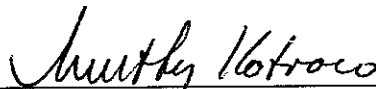
THEREFORE, IT IS ORDERED this 7th day of July, 2000, by this Deputy Zoning Commissioner, that the Petitioners' request for special hearing from Section 500.7 of the Baltimore County Zoning Regulations, for a non-conforming front street setback of 2 ft. and the continuation of same setback for a 37 ft. x 15 ft. two-story addition to an existing restaurant, be and is hereby GRANTED, subject, however, to the restriction listed below which is a condition precedent to the relief granted herein:

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Date 7/7/00
BY R. J. [Signature]

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 such time as the 30 day appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioners would be required to return, and be responsible for returning, said property to its original condition.

IT IS FURTHER ORDERED, that the variance request from Section 409.6.A.2 of the Baltimore County Zoning Regulations, to allow 81 parking spaces in lieu of the required 115 spaces, be and is hereby GRANTED.

IT IS FURTHER ORDERED, that any appeal of this decision must be filed within thirty (30) days of the date of this Order.


TIMOTHY M. KOTROCO
DEPUTY ZONING COMMISSIONER
FOR BALTIMORE COUNTY

TMK:raj

ORDER RECEIVED FOR FILING
Date 7/7/00
By R. J. [Signature]



Baltimore County
Zoning Commissioner

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

July 7, 2000

John V. Murphy, Esquire
14 N. Rolling Road
Catonsville, Maryland 21228

Re: Petition for Special Hearing & Variance
Case No 00-501-SPHA
Property: 2205-2207 Frederick Road

Dear Mr. Murphy:

Enclosed please find the decision rendered in the above-captioned case. The Requests for Special Hearing and Variance have been granted 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 Department of Permits and Development Management. 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

c: Mr. & Mrs. James Coroneos
2205 Frederick Road
Catonsville, MD 21228

Mr. ~~Seven~~ K. Broyles, P.E.
10709 Faulkner Ridge Circle
Columbia, MD 21044



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Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 2205-2207 Frederick Road
which is presently zoned BM

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

A Non-Conforming front street setback of 2' and continuation of same set back for a 37' by 15' 2 story addition on a existing restaurant.

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:

JOHN V. MURPHY
Name - Type or Print _____
John V. Murphy
Signature _____
Company _____
1401 ROHLING ROAD 410-744-4967
Address _____ Telephone No. _____
CATONSVILLE MD 21228
City _____ State _____ Zip Code _____

Legal Owner(s):

James H. Coroneos Inter Vitos Declaration of Trust

Name - Type or Print _____
James H. Coroneos
Signature _____
Mildred A. Coroneos Inter Vitos Declaration of Trust
Name - Type or Print _____
Mildred A. Coroneos
Signature _____

2205 Frederick Road 410-747-1927
Address _____ Telephone No. _____
Catonsville, Md. 21228
City _____ State _____ Zip Code _____

Representative to be Contacted:

Steven K. Broyles P.E.
Name _____
10709 Faulkner Ridge Circle 410-747-5500
Address _____ Telephone No. _____
Columbia, Md. 21044
City _____ State _____ Zip Code _____

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING _____

UNAVAILABLE FOR HEARING _____

Reviewed By TG/LRF Date 5-26-00

Case No. 00-501 SP14A



Petition for Variance

to the Zoning Commissioner of Baltimore County

for the property located at 2205-2207 Frederick Road

which is presently zoned BM

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 Variance from Section(s)

BCZR 409.6.A.2. to allow 81 parking spaces in lieu of the required 115 parking spaces.

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

The site has a technical difficulty in the irregular triangle shape and the proximity of the SHA right-of-way for Frederick Road. The site also has a hardship in the fact that SHA has condemned road frontage on Frederick Road after the restaurant was built which caused 10 parking spaces and 3' of the front sidewalk to now be in the bed of Frederick Road right-of-way.

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

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

James H. Coroneos Inter Vitos Declaration of Trust

Name - Type or Print

Signature

Mildred A. Coroneos Inter Vitos Declaration of Trust

Name - Type or Print

Signature

2205 Frederick Road

410-747-1927

Address

Telephone No.

Catonsville,

Md.

21228

City

State

Zip Code

Representative to be Contacted:

Steven K. Broyles P.E.

Name

10709 Faulkner Ridge Circle 410-747-5500

Address

Telephone No.

Columbia,

Md.

21044

City

State

Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING

UNAVAILABLE FOR HEARING

Reviewed By TG/JRF

Date 5-26-00

ORDER RECEIVED FOR FILING

Case No. 00-501 SPHA

200 9/15/98

STEVEN K. BROYLES & ASSOCIATES

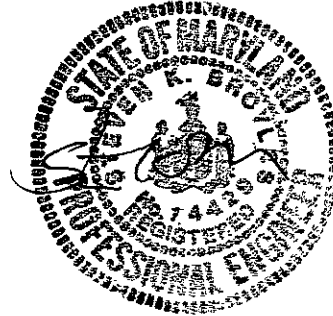
ENGINEERS - LAND PLANNERS - SURVEYORS
10709 Faulkner Ridge Circle - Columbia, Maryland 21044
Phone 410-747-5500 - Fax 410-747-2952

ZONING DESCRIPTION OF 2205-2207 FREDERICK ROAD DIMITRIS RESTAURANT

MAY 21, 2000

BEGINNING for the same at the south west corner of the south edge of the 66' wide right-of-way of Frederick Road and the north west edge of the 30' wide right-of-way of Thistle Road thence running and binding with the aforesaid south right-of-way of Frederick Road:

1. North 62 degrees 08 minutes 28 seconds West 192.31 feet, thence
2. Curving to the right a curve with R=406.47 feet L=136.15 feet and a chord North 71 degrees 46 minutes 58 seconds West 136.15 feet, thence leaving said Frederick Road right-of-way
3. South 43 degrees 35 minutes 08 seconds East 167.95 feet, thence running and binding with the north west right-of-way of Thistle road
4. Curving to the right a curve with R=451.43 feet L=130.32 feet and a chord South 30 degrees 59 minutes 40 seconds West 129.86 feet, thence
5. South 39 degrees 15 minutes 33 seconds West 184.38 to the point of beginning containing 0.488 acres more or less as recorded in the Land records of Baltimore County in Deed Liber 4079, folio 580 and Deed Liber 4359, folio 146.



BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

No. 081347

DATE 5-22-00 ACCOUNT R-001-6150

AMOUNT \$ 500.00

RECEIVED FROM: 2208-2207 Frederick Rd.

FOR: 020 Variance \$ 040 SP4

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

PAID RECEIPT

PAYMENT ACTUAL TIME
5/26/2000 5/26/2000 13:49:56
REG. 4804 CASHIER SMAT ENR DASHNER 4
Dept. 5 520 ZONING VERIFICATION
Receipt # 117993
OR NO. 081347

Receipt Tot 500.00
500.00 OK
Baltimore County, Maryland

CASHIER'S VALIDATION

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: # 00-501-SPHA

2205-2207 Frederick Road (Dimitris Restaurant)

S/W corner of Frederick Road and Thistle Roads

1st Election District - 1st Councilmanic District

Legal Owner(s): James H. Coroneos

Hearing: Friday, July 7, 2000 at 10:00 a.m. in Room 108, County Office Building, 111 W. Chesapeake Avenue, Towson, MD 21204.

Special Hearing: to approve a non-conforming front street setback of 2 feet and continuation of same setback for a 37 ft. x 15 ft. two-story addition for an existing restaurant. **Variance:** to allow 81 parking spaces in lieu of the required 115 parking spaces.

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) 867-4366.

(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 867-3391.

11/6/98 5 June 20 0399402

CERTIFICATE OF PUBLICATION

TOWSON, MD, 6/22, 2000

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 6/20, 2000.

THE JEFFERSONIAN,
S. Wilkinson

LEGAL ADVERTISING

CERTIFICATE OF POSTING

RE Case No 00-501 SPHAPetitioner/Developer DIMITRIOS, ETAL
% S. BROYLESDate of Hearing/Closing 7/7/00Baltimore 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 ONSITE @ EXISTING
RESTAURANT #2205 FREDERICK ROAD

The sign(s) were posted on

6/19/00

(Month, Day, Year)

Sincerely,

Patrick M. O'Keefe 6/30/00
(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)**ZONING NOTICE**

Case #: 00-501 SPHA

A PUBLIC HEARING WILL BE HELD BY
THE ZONING COMMISSIONER
IN TOWSON, MD.PLACE: ROOM 101 - COURTS BUILDING
801 BOSLEY AVENUE - TOWSON

TIME & DATE: FRIDAY, JUL 7, 2000 AT 10:00 A.M.

SPECIAL HEARING TO APPROVE A NON-
CONFORMING FRONT STREET SETBACK OF
15 FEET AND CONTINUATION OF SAME SETBACK FOR
RESTAURANT VARIANCE TO ALLOW 81 PARKING
SPACES IN LUL OF THE REQUIRED 15 PARKING SPACES.

Post-It™ brand fax transmittal memo 7671		# of pages > 1
To <u>BETTY / ROBIN</u>	From <u>O'KEEFE</u>	
Co. <u>ZONING COMM.</u>	Co.	
Dept.	Phone #	
Fax # <u>410-887-3468</u>	Fax #	

Post-It™ brand fax transmittal memo 7671		# of pages > 1
To <u>STEVE BROYLES</u>	From <u>O'KEEFE</u>	
Co.	Co.	
Dept.	Phone # <u>512-4621</u>	
Fax # <u>747-2952</u>	Fax #	

RE: PETITION FOR SPECIAL HEARING
PETITION FOR VARIANCE
2205-07 Frederick Road,
S/W corner Frederick & Thistle Roads
1st Election District, 1st Councilmanic

Legal Owner: James H. & Mildred A. Coroneos
Inter Vitos Declaration of Trust
Petitioner(s)

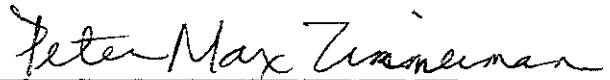
* BEFORE THE
* ZONING COMMISSIONER
* FOR
* BALTIMORE COUNTY
* Case No. 00-501-SPHA

* * * * *

ENTRY OF APPEARANCE

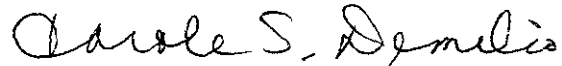
Please enter the appearance of the People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

All parties should copy People's Counsel on all correspondence sent/ documentation filed in the case.



PETER MAX ZIMMERMAN

People's Counsel for Baltimore County

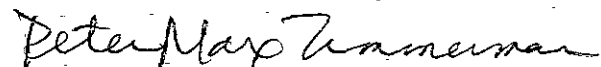


CAROLE S. DEMILIO

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 12th day of June, 2000 a copy of the foregoing Entry of Appearance was mailed to John V. Murphy, Esq., 14 N. Rolling Road, Baltimore, MD 21228, attorney for Petitioner(s).



PETER MAX ZIMMERMAN



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

June 14, 2000

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: 00-501-SPHA
2205-2207 Frederick Road (Dimitris Restaurant)
S/Wcorner of Frederick Road and Thistle Roads
1st Election District – 1st Councilmanic District
Legal Owner(s): James H. Coroneos

HEARING: Friday, July 7, 2000 at 10:00 a.m. in Room 106, County Office Building,
111 W. Chesapeake Avenue, Towson, MD 21204.

Special Hearing to approve a non-conforming front street setback of 2 feet and continuation of same setback for a 37 ft. x 15 ft. two-story addition for an existing restaurant. Variance to allow 81 parking spaces in lieu of the required 115 parking spaces.

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

Arnold Jablon
Director

C: James H. Coroneos, 2205 Frederick Road, Catonsville, MD 21228
John V. Murphy, Esq., 14 N. Rolling Road, Catonsville, MD 21228

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY JUNE 22, 2000.**
(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.**



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Census 2000



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TO: PATUXENT PUBLISHING COMPANY
June 20, 2000 Issue – Jeffersonian

Please forward billing to:
James H. Coroneos
2205 Frederick Road
Catonsville, MD 21228
410-747-1927

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: 00-501-SPHA
2205-2207 Frederick Road (Dimitris Restaurant)
S/Wcorner of Frederick Road and Thistle Roads
1st Election District – 1st Councilmanic District
Legal Owner(s): James H. Coroneos

HEARING: Friday, July 7, 2000 at 10:00 a.m. in Room 106, County Office Building,
111 W. Chesapeake Avenue, Towson, MD 21204.

Special Hearing to approve a non-conforming front street setback of 2 feet and continuation of same setback for a 37 ft. x 15 ft. two-story addition for an existing restaurant. Variance to allow 81 parking spaces in lieu of the required 115 parking spaces.

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.

**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: 00-501-8PH A
Petitioner: JAMES H. CORONEOS, ^{MILDREDA CORONEOS INTER VITOS} ~~INC.~~ DECLARATION OF TRUST
Address or Location: 2205 FREDERICK ROAD

PLEASE FORWARD ADVERTISING BILL TO:

Name: JAMES H. CORONEOS
Address: 2205 FREDERICK ROAD
CATONSVILLE, MD 21228
Telephone Number: 410 - 747-1927



Baltimore County
Department of Permits and
Development Management

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

June 30, 2000

Mr. John Murphy
14 N Rolling Road
Catonsville MD 21228

Dear Mr. Murphy:

RE: Case Number 00-501-SPHA , 2205-2207 Frederick Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on 05/26/00.

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, please do not hesitate to contact the commenting agency.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. Carl Richards, Jr." followed by a stylized flourish.

W. Carl Richards, Jr.
Zoning Supervisor
Zoning Review

WCR:rsj

Enclosures

c: James Coroneos Inter Vitos Declaration of Trust
Steven Broyles, P.E.



BALTIMORE COUNTY, MARYLAND
INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits & Development Mgmt. **DATE:** July 14, 2000

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

SUBJECT: Zoning Advisory Committee Meeting
For June 12, 2000
Item No. 501

The Bureau of Development Plans Review has reviewed the subject zoning item. Frederick Road, Maryland Route 144, is a state road. All improvements, intersections, entrances, drainage requirements and construction affecting a state road right-of-way are subject to the standards, specifications and approval of the *Maryland State Highway Administration* in addition to those of Baltimore County.

The parking layout does not meet standards. Please contact Rahee Famili at 410-887-3751 for review of this parking layout.

RWB:HJO:jrb

cc: File

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO: Arnold Jablon

FROM: R. Bruce Seeley *RBS*

DATE: July 17, 2000

SUBJECT: Zoning Petitions
Zoning Advisory Committee Meeting of June 5, 2000

DEPRM has no comments for the following zoning petitions:

Item #	Address
489	1100 Sparks Road
491	3510 Loganview Drive
492	17441 Troyer Road
493	10 Marks Manor Court
494	1424 Armacost Road
495	1306 Old Eastern Avenue
496	610 Old North Point Boulevard
497	7373 Edsworth Road
498	7206 Denberg Road
499	230 Pidco Road
500	1009 Malvern Avenue
501	2205-2207 Frederick Road

7/7
Jim

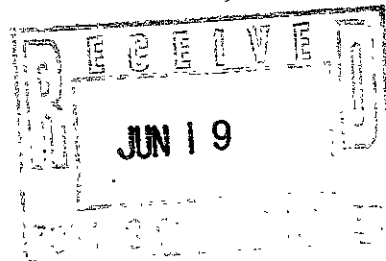
BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: June 19, 2000

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



SUBJECT: Zoning Advisory Petition(s): Case 501.

The Office of Planning has reviewed the above referenced case and has no comments to offer.

For any further questions or additional information concerning the matters stated herein, please contact Mark A. Cunningham in the Office of Planning at 410-887-3480.

Prepared by: _____

Section Chief: _____

AFK/JL:MAC



**Maryland Department of Transportation
State Highway Administration**

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

Date: 6.8.00

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

RE: Baltimore County
Item No. 501 TAG/JR

Dear Ms. Jackson:

We have reviewed the referenced item and have no objection to approval, as a field inspection reveals that the existing entrance(s) on to MD/US 144 are acceptable to the State Highway Administration (SHA) and this development is not affected by any SHA 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,

1a Kenneth A. McDonald Jr., 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

PLEASE PRINT LEGIBLYPETITIONER'S SIGN-IN SHEET

Name	Address	City, State	Zip Code
John Murphy	Stare Bragles		
James Coronas			
- State expanded the Rt of way to the 3' line - 1800's - was a tavern - "8 mile house" originally			
1956 Coronas			
1962 - He bought restaurant			
- want to continue same setback of Bldg			
<u>Addition</u> - wants to add Beautify - been there 38 yrs - Customers very loyal upgrade handicaps access - Both ADA Bathroom Phase 2 - will be installed - handicapped ramp			
Some of parking spaces are into STA Rt of way 10 spaces are			
- The 10 spaces in question are useable - should get credit for them			

00-501-SPH

No Posting
Certific.

Kahlen

6/30/00

IMPORTANT MESSAGE

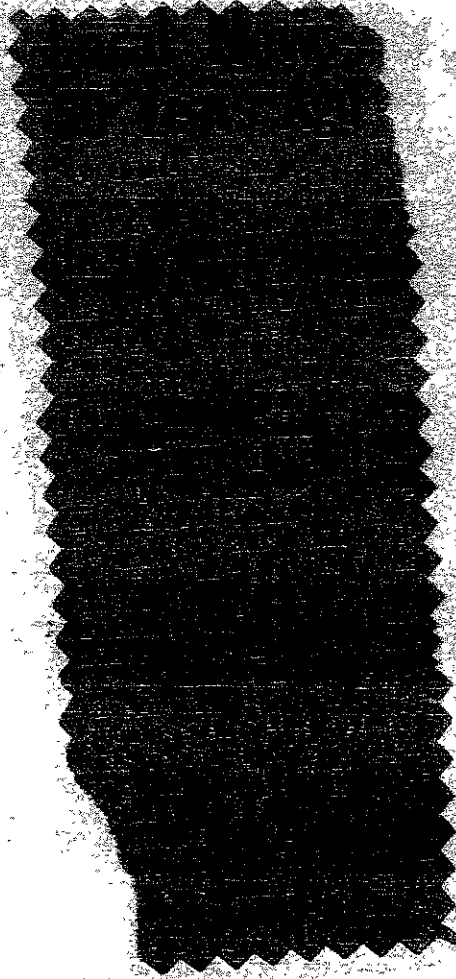
FOR Jim Tene
 DATE 7/9 TIME 905 A.M.
 M. Councilman Mosley's Office
 OF CASE # 00-501-SPHA
 PHONE Area Code NUMBER EXTENSION
☐ FAX Mr. Coronado
☐ MOBILE Area Code NUMBER TIME TO CALL

TELEPHONED	PLEASE CALL
CAME TO SEE YOU	WILL CALL AGAIN
WANTS TO SEE YOU	RUSH
RETURNED YOUR CALL	SPECIAL ATTENTION

MESSAGE Please fax copy
of decision to him
therefore Petitioner's is
mailed his copy.

SIGNED M. FAX No. 1012

Ref CX 2





10-10-68

Warning: Do not provide information or answer questions

DAVID L. BROWN is a senior research advisor at the Center for Strategic Studies, RAND Corporation, and a senior research advisor at the Center for Strategic Studies, RAND Corporation. He is also a senior research advisor at the Center for Strategic Studies, RAND Corporation. He is also a senior research advisor at the Center for Strategic Studies, RAND Corporation.



Pet Ex 5A

Baltimore County, Maryland
OFFICE OF THE BUILDINGS ENGINEER
DEPARTMENT OF PERMITS AND LICENSES
TOWSON, MARYLAND 21204

Gerard J. Deitz
Director

C. Elmer Hoppert, Jr.
Deputy Director

January 14, 1974

James H. Coroneos, Inc.
8 Mile House Bar and Restaurant
Frederick and Thistle Road
Catonsville, Maryland 21228

RE: H-73-1065-1
Frederick and Thistle Roads

Gentlemen:

It has been brought to my attention that the brick portion of the retaining wall at the East side of your property has deteriorated to such an extent that it is a safety hazard to Thistle Road as well as persons using your parking lot.

Lateral pressure by the billboard supports immediately adjacent to the wall has hastened the wall's instability and in turn has jeopardized the billboard itself.

I am prepared to order Baltimore County to remove the wall under the authority vested in this office by the Baltimore County Building Code, Section 125.0 "Emergency Measures". The cost of this work would be recovered from the property owner. If it is determined that the land in question is County or State property, those agencies would be required to assume the cost of removing the wall. It may be in your interest to remove the wall and the billboard prior to January 31, 1974. I will order the wall and the billboard removed on February 4, 1974 by the County Department of Public Works.

Very truly yours,

C. Elmer Hoppert Jr.

C. Elmer Hoppert, Jr.
Buildings Engineer

Joseph M. Nolan
Joseph M. Nolan
Deputy Buildings Engineer

(continued)



Baltimore County
Department of Public Works

Bureau of Engineering
and Construction
111 W. Chesapeake Avenue
Towson, Maryland 21204
410-887-3788

Ref Ux SB

November 5, 1999

Mr. James H. Coroneos
Dimitri's Restaurant
2205 Frederick Road
Catonsville, Maryland 21228

Reference: Thistle Road Retaining of all Repairs
Job Order No. 7-2-376
RW 98-202

Dear Mr. Coronas:

This letter is in regards to your telephone conversation with James W. Arford, Chief, Structures Design Section on November 1, 1999 concerning the repairs to the stone retaining wall along Thistle Road which provides support to the parking lot of Dimitri's Restaurant.

The contractor, John W. Brawner Contracting Company Inc., began work on or about October 25, 1999 to rehabilitate the existing wall by means of injecting mortar into the existing cracks, providing an adequate drainage system, removal of trees behind the wall and positive grade adjustments to the parking lot, including a bituminous berm curb to direct drainage toward the intersection of Thistle and Frederick Roads.

At this time, I want to clarify any misunderstanding that you may have concerning the structural stability of the wall. On October 28, 1999, the contractor removed the vegetation and trees which surrounded the wall. At this point, the structural deficiencies such as the severe vertical cracks, out of plumb orientation and a slight bulge in the wall were clearly visible without obstructions. Subsequently, the engineers from the Baltimore County Structural Design Section of the Department of Public Works and our consultant, The Wilson T. Ballard Company, made a site inspection. As a result, it was determined that the construction repairs to the wall were being performed by the contractor to the satisfaction of the engineers.



The wall remains in fair condition. It is our opinion, that the remedial measures taken under this contract will provide a stable wall. Baltimore County will continue to monitor the survey control points located along the wall. In the event that future movement does occur, we will re-evaluate our alternatives. In any event, the highest priority for any project such as this is public safety.

Based on the information provided herein, I trust the actions taken by Baltimore County to stabilize the retaining wall along Thistle Road meet with your approval. If you have any comments or questions concerning this matter, please contact Bill Pontious or Jim Arford at (410) 887-3737.

Sincerely,



W. William Korpman, III, Chief
Bureau of Engineering &
Construction

WWK/JWA/WEP/jlp

c: Honorable S. G. Samuel Moxley
Michael K. Kelly
James W. Arford
William E. Pontious
Eric Rockel
Jack Murphy
file

Pet Ex 6

COMMERCIAL LEASE

THIS lease, made this 6 day of July, 2000, by and between, James H. Coroneos of Howard County, State of Maryland, hereinafter called the "Landlord", and James H. Coroneos and Mildred A. Coroneos Intervivos Trust, hereinafter called the "Tenant"

1. **PREMISES.** The Landlord does hereby leases to the, Tenant and the Tenant hereby rents from the Landlord forty eight parking spaces on lot known as 2209 Frederick Road, Catonsville, Maryland 21228 as shown on the attached site plan "Dimitri's Restaurant" dated May 23, 2000 (hereinafter "the Premises")

2. **ORIGINAL TERM.** The original term of this Lease shall be for a period of fifty (50) years, commencing on January 1, 2000 and ending on December 31, 2050.

3. **MINIMUM RENT** During the original term of this Lease, Tenant shall pay to Landlord a minimum rent of \$12,000 per Year payable monthly at the rent of \$1000. Said rent shall be paid on the 1st day of each month for the remainder of the original term of this lease. All rentals are to be paid without any setoff, counterclaims or deductions. Any rent not paid within ten (10) days from the due date shall be subject to interest at the rate of six (6%) percent from the due date. However, if the rent is not paid when due, then the Tenant shall be in default under this Lease and the Landlord shall have any and all right to terminate the lease as hereinafter set forth.

4. **SECURITY DEPOSIT.** No security deposit shall be required to be paid by Tenant..

5. **ASSIGNMENT AND SUB-LETTING.** During the term of this lease in the event Tenant should at anytime desire to sub-let or assign its interest in the demised Premises, Tenant shall notify Landlord of its desire.. The Landlord shall have the option to either allow the Tenant to vacate the Premises and terminate the Lease or consider consent to the assignments or sub-Lease or deny the Tenant's request. The consent of Landlord shall not be unreasonably withheld.

6. **MAINTENANCE RESPONSIBILITY.** Landlord covenants and agrees to maintain Premises in good condition, and shall make all necessary repairs thereto within a reasonable period of time after written notice from Tenant of need for same, unless the damage is caused by the Tenant, its agents, guests, servants, employees or invitees. Landlord will operate and maintain the common facilities of the Property in good condition and repair which shall include snow removal, repaving of common parking areas, lighting, grass cutting, landscaping etc.

7. **UTILITIES/SHARED PARKING.** The Tenant agrees to pay all electric charges for light used in the

Premises directly to the provider of same. In addition Tenant agrees to share parking with landlord's other tenants on site

8. **INDEMNITY.** In the event of damage caused to Tenant's equipment, personal property of any kind whatsoever owned by or in custody of Tenant, stock, fixtures, trucks, cars, vans, etc. (but not limited to the aforesaid items) by the failure or defect of the Premises, Tenant agrees to save harmless and indemnify Landlord against all claims not covered by insurance. Tenant agrees to save harmless and indemnify the Landlord against any and all claims for property damages or personal injuries by any person or persons while in or on the Landlord's Premises.

9. **DEFAULT BY Tenant.** The Tenant shall be considered in default of this Lease upon the happening of any one or more of the following: (a) Failure to pay the rent or any other sum required by the terms of this Lease within ten (10) days of the due date; (b) Failure to commence curing the breach of any term, covenant or condition of this Lease with exception of nonpayment of rent within thirty (30) days after notice by Landlord to Tenant of Tenant's specific breach, and diligently pursuing same; (c) The commencement of any action or proceeding for the dissolution or liquidation of Tenant, or the filing or occurrence of a petition in bankruptcy or receivership against the Tenant; (d) The making of any assignment for benefit of creditors by Tenant; (e) The abandonment of the Premises by Tenant.

Upon default as hereinabove defined, Landlord, without notice to Tenant, may enter upon the Premises without terminating the lease, and do any acts which Landlord may deem necessary to cure such default, and Tenant agrees to pay Landlord any damage and/or expense incurred thereby. Furthermore, Landlord, upon five (5) days written notice, may upon default by Tenant, terminate the Lease, and with or without legal process take possession of the Premises using such force as is reasonably necessary in removing Tenant or any other occupant and its or their personal property. Landlord shall be entitled to recover as damages from Tenant an amount equal to the balance of the rent then due and payable together with all legal and other expenses incurred, including the cost of reletting the Premises. It is expressly agreed that Landlord shall not be liable for any failure to relet the Premises. Notwithstanding the foregoing to the contrary, the Landlord shall have the duty to mitigate damages in the event of Tenant's default and shall use commercially reasonable efforts to relet the Premises. No act of the Landlord shall be considered an acceptance of a surrender of the Premises unless in writing. If any judgment is obtained by Landlord against Tenant for any default, Tenant will pay Landlord an amount equal to fifteen (15%) percent of the judgment obtained as reasonable attorney fees incurred by Landlord. Upon failure by Tenant to pay rent or any other sum herein required, Landlord shall have the right to make distress therefore so as to levy upon all goods on the leased Premises not exempted by law; and upon such distress, this tenancy at the option of the Landlord, shall terminate and the Landlord shall have all of the rights set forth in Paragraph 14 hereof.

10. **INSURANCE.** Tenant agrees that he will, during the original lease term, or any renewal thereof, at Tenant's expense, keep in effect upon the Leased Premises, at Tenant's expense, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises and the business operated by Tenant in, on, within, from or connected with the Premises, written by a responsible insurance company authorized to do business in the State of Maryland, naming Landlord as an insured party, pursuant to which the limits of public liability for injury to persons shall be not less than Five Hundred Thousand (\$500,000) Dollars per person and One Million (\$1,000,000) Dollars per occurrence, and in which the limit of liability for damage to property shall not be less than One Hundred Thousand (\$100,000) Dollars. A copy of the policy or Certificate of Insurance shall be delivered to Landlord within thirty (30) days from the date of Tenant's occupancy and yearly thereafter.

Tenant agrees to carry its own insurance for Tenant's inventory of stock, equipment, tools,

fixtures and it's own property, it's employees and customers' property being upon, erected, or installed upon, or on the demised Premises, and agrees to hold harmless and indemnify Landlord as to any losses and/or damage of any kind whatsoever to said property. The parties agree to a mutual waiver of subrogation rights.

11. **APPLICABLE LAWS, RULES AND REGULATIONS.** That the Tenant will conform to all laws, orders and regulations of the Federal, State or Local authorities or any of their departments, and will not through its own act or neglect cause any situation to exist in or about the Leased Premises which would constitute a violation of any Federal, State or County code, regulation or ordinance governing use, occurrence, health, sanitation or fire; and, that it will not do or permit anything to be done in the Premises which will in any way increase the rate of fire insurance on the building or conflict with the fire insurance policies on the building; that is, will save harmless the Landlord from any act or omission of Tenant, its agents, employees or guest; that it will repair at or before the end of the term, or sooner if so requested by Landlord, all injury done by the installation or removal of furniture or other property, and will surrender the Premises at the end of the term without further notice in as good condition as they were at the beginning of the term, ordinary wear and reasonable tear and fire excepted. Tenant will supply fire extinguishers and fulfill other requests to conform with the rules and regulations of the Landlord'S fire insurance company.

12. **CONDITION OF PREMISES** The Tenant accepts the demised Premises "as is".

13. **QUIET ENJOYMENT.** Landlord covenants Tenant, its successors and assigns, upon paying said rent and performing the covenants on its part to be performed hereunder, that it shall and may peaceably and quietly have, hold, and enjoy the said demised Premises for the original term aforesaid and for any renewal period.

14. **WASTE AND REFUSE.** The Tenant covenants and agrees not to permit any refuse or garbage cans or pail or garbage of any kind whatsoever to be places, be or remain in the Leased Premises. Tenant agrees to supply proper metal lidded containers in which all refuse and garbage shall be kept by the Tenant in the rear of the said Premises. The Tenant further covenants and agrees to keep the Leased Premises reasonably clear and clear of all refuse and debris, and free of insects, rodents, vermin and other pests.

15. **CONDEMNATION.** If the Premises shall be acquired or condemned by eminent domain proceedings for any public or quasi-public use or purpose, or threat thereof, then and in that event, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding or agreement. In the event of termination hereunder, Tenant shall have no claims against Landlord for the value of any unexpired term of the Lease. Tenant shall have no claim against Landlord, other than the adjustment of rent as hereinabove mentioned, or be entitled to any portion of any amount that may be awarded as damages or paid as a result of such proceedings or as the result of any agreement made by the condemning authority with Landlord.

16. **MISCELLANEOUS.** This lease revokes and cancels any and all prior agreements between the parties and contains the entire agreement between the parties; and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. The terms, covenant and conditions of this lease shall be binding upon, and inure to the benefit of Landlord and Tenant and their respective personal representatives, successors and assigns. All headings anywhere contained in this Lease are intended for convenience of reference only and are not to be deemed or taken as a summary or the provisions to which they pertain or as a construction thereof. This lease shall be construed and applied in accordance with the laws of the State of Maryland. Any provision of this Lease which shall prove to be invalid, void, and illegal shall in no way affect, impair or invalidate any other provision, and the remaining provisions shall remain in full force.

Should the Tenant fail to perform any of the above covenants and the Landlord obtain judgment for said failure to perform, the Tenant agrees to pay the Landlord fifteen (15%) percent of the judgment obtained as reasonable attorney fees incurred by the Landlord and associated costs of collection

IN TESTIMONY WHEREOF, the said Landlord has hereunto subscribed his name and his seal and the said Tenant has caused this Lease to be executed by the signature of it's President and has caused it's corporate seal to be hereunto affixed and the same attested, for the purpose state herein, all as of the date and year first above written.

WITNESS:

John V. Murphy

James H. Coroneos
James H. Coroneos, Landlord

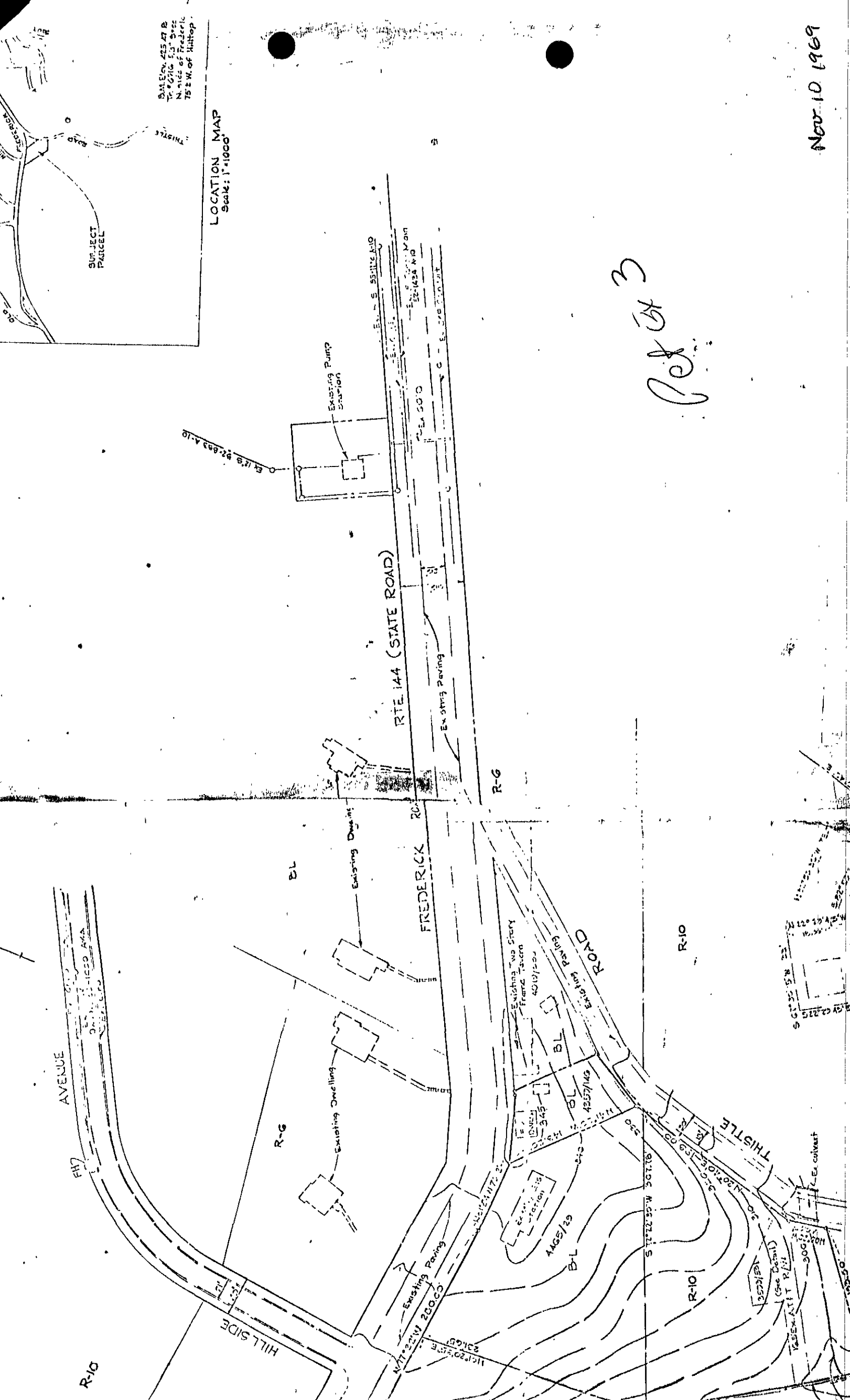
For: Tenant, Coroneos Trust

John V. Murphy

James H. Coroneos
By: James H. Coroneos, Trustee

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Nov 10 1969





Baltimore County Zoning Commissioner
Office of Planning
Suite 405, County Courts Bldg.
401 Bosley Avenue
Towson, Maryland 21204

Pct. Exp. 7A-7I

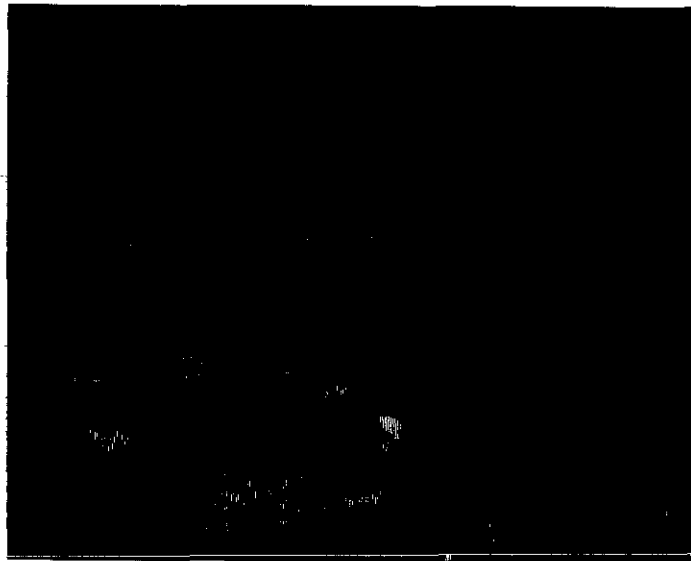
*Photographs
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Census 2000

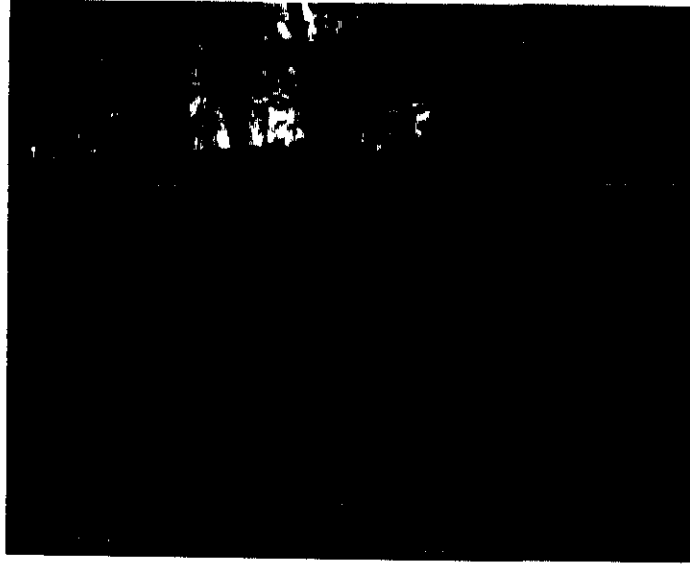




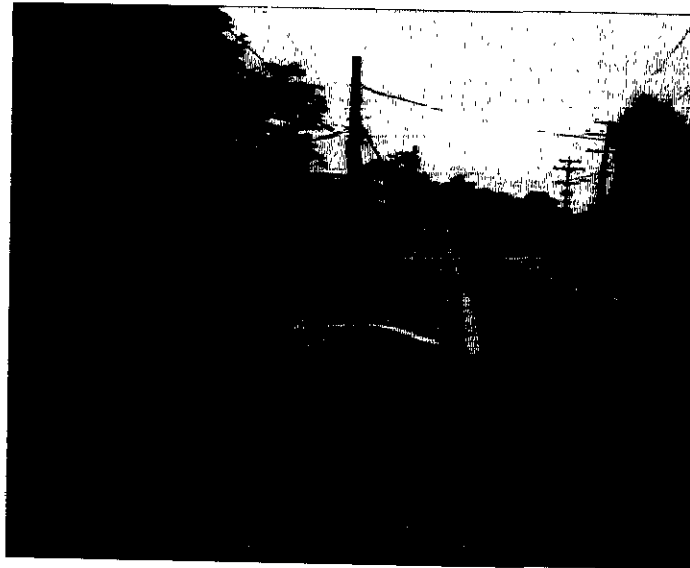
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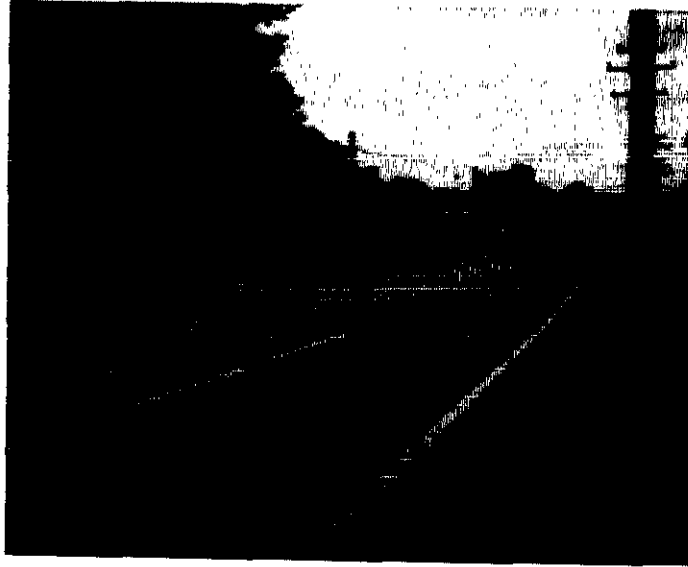
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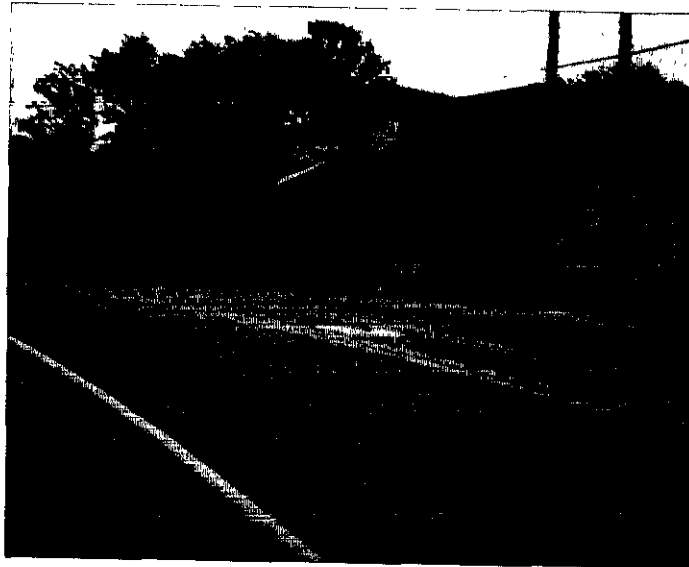
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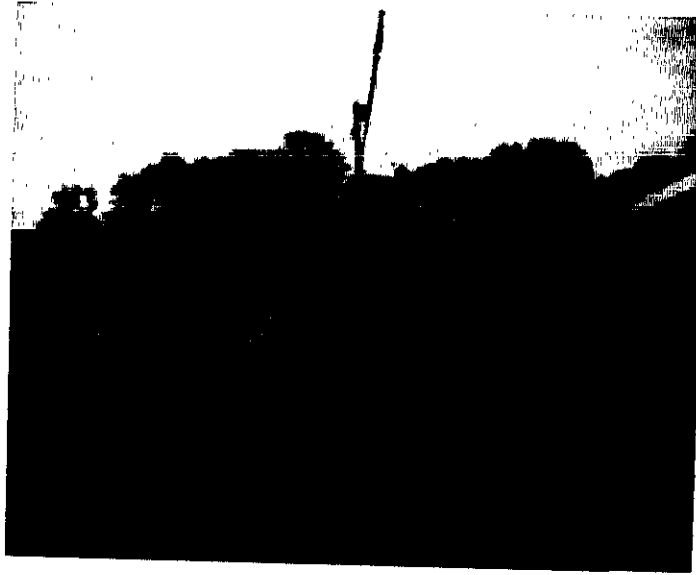
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7E



7F



76







Baltimore County Zoning Commissioner
Office of Planning
Suite 405, County Courts Bldg.
401 Bosley Avenue
Towson, Maryland 21204

Pet. Cas. 4A-K

Photographs

#00-501-SPHA

Census 2000





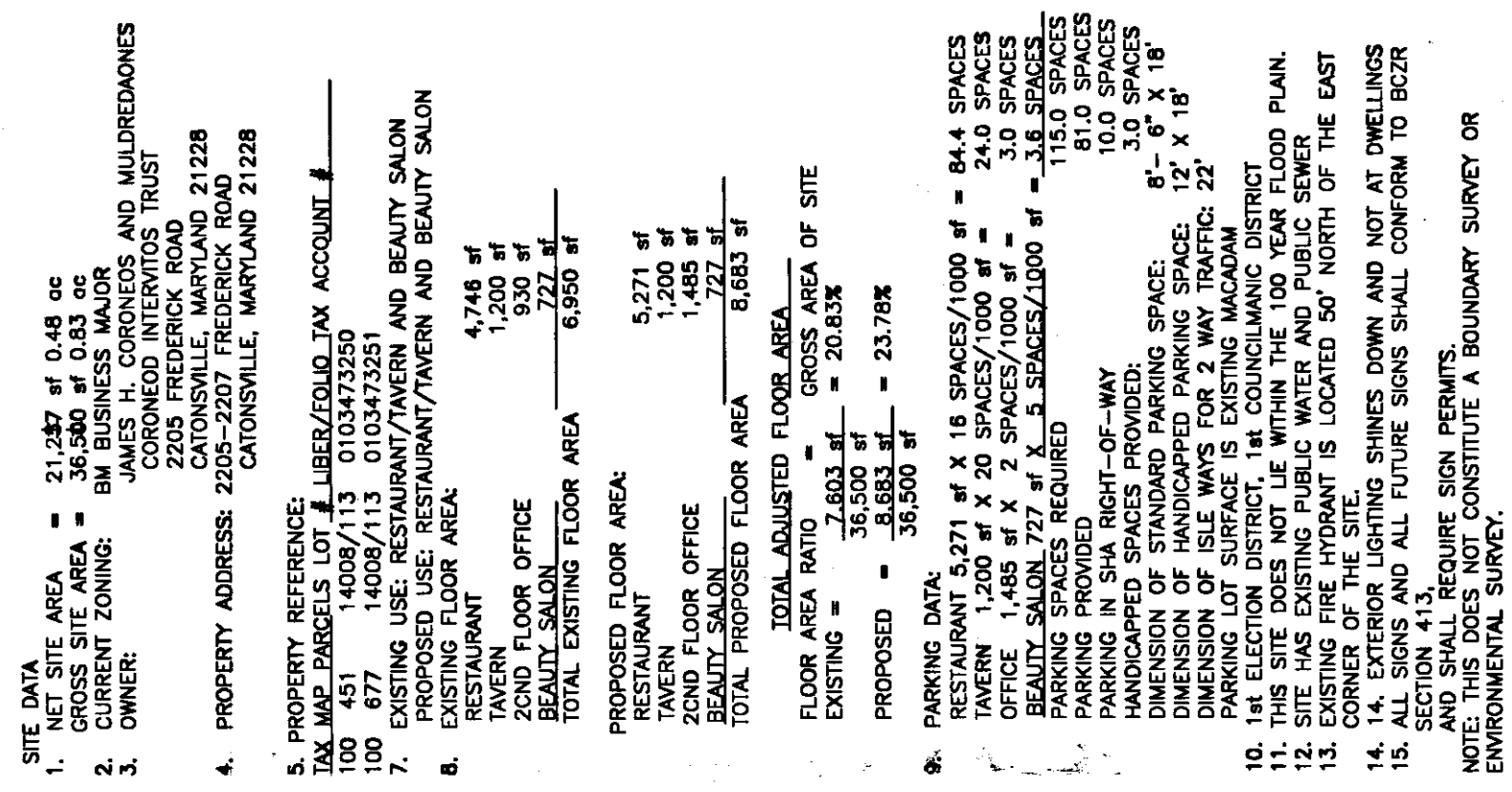
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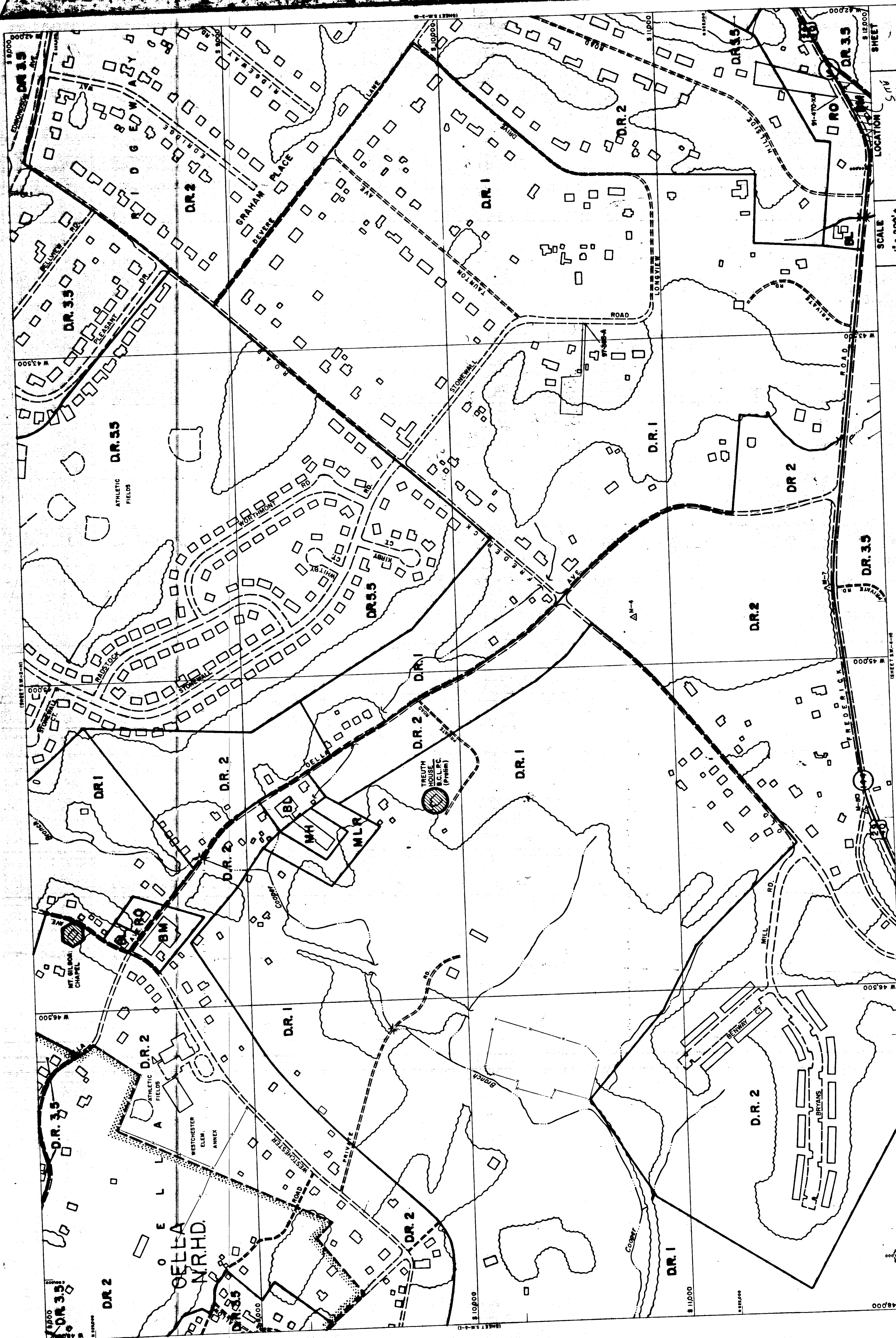
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SW 3-H

PLAN HOLD CORPORATION • FORTY, CALIFORNIA
REPORT BY NUMBER 07047

00-50



BALTIMORE COUNTY OFFICE OF PLANNING AND ZONING OFFICIAL ZONING MAP

1996 COMPREHENSIVE ZONING MAP
ADOPTED BY
THE BALTIMORE COUNTY COUNCIL
OCTOBER 4, 1996
Bills Nos. 125-96, 130-96, 131-96, 132-96, 133-96, 134-96, 135-96

Kevin Kameny
Chairman, County Council

H-NW H-NE
H-SW H-SE

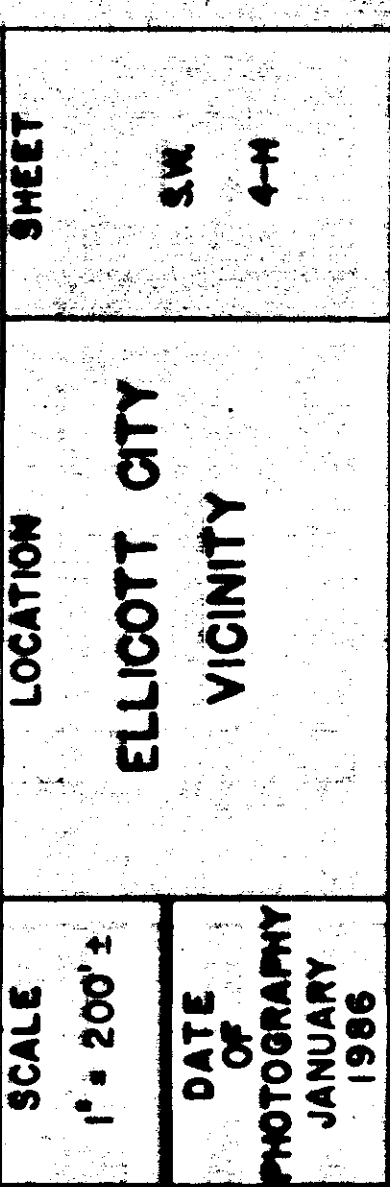
THIS MAP HAS BEEN REVISED IN SELECTED AREAS.
TOPOGRAPHY COMPILED BY PHOTOGRAMMETRIC METHODS
BY BUCHART-HORN, INC. BALTIMORE, MD. 21210

SCALE
1" = 200'DATE OF
PHOTOGRAPHY
JANUARY
1986LOCATION
OELLASHEET
S.W.
3-H

DRAWING NUMBER

00-501 SP4A

PLAN HOLD CORPORATION • IRVINE, CALIFORNIA
REGISTERED NUMBER 02249



**BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
OFFICIAL ZONING MAP**

**1996 COMPREHENSIVE ZONING MAP
ADOPTED by
THE BALTIMORE COUNTY COUNCIL
OCTOBER 8, 1996
BIB# Nov. 129-96, 130-96, 131-96, 132-96, 133-96, 134-96, 135-96**

Kerin Kamenetz
Chairman, County Council

THIS MAP HAS BEEN REVISED IN SELECTED AREAS.
TOPOGRAPHY COMPILED BY PHOTOGRAMMETRIC METHODS
BY BUCHART-HORN, INC. BALTIMORE, MD 21210

ES-H	AS-H
EN-H	AN-H