

IN RE: PETITIONS FOR SPECIAL HEARING *

AND VARIANCE – SE/S Pulaski Highway, *

220' NE of c/l of Middle River Road *

(9611 - 9615 Pulaski Highway) *

15th Election District *

6th Council District *

9611-9615 Pulaski Highway, LLC *

Petitioner *

BEFORE THE

ZONING COMMISSIONER

OF

BALTIMORE COUNTY

Case No. 2009-0284-SPHA

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of Petitions for Special Hearing and Variance filed by Michael D. Rosier, and his wife, Linda Rosier, managing members of 9611-9615 Pulaski Highway, LLC, the owner of the subject property, appearing through its attorney, P. Christian Dorsey, Esquire. The Petitioner requests a special hearing to allow the continued use of operating a bar and restaurant on premises as has been done continuously since prior to July 1965. In addition, the Petitioners are requesting variance relief from the Baltimore County Zoning Regulations (B.C.Z.R), Section 243.1, to permit an existing building with a front setback of 28 feet in lieu of the required 75 feet, and from Section 301.1, to permit an open porch projection of 16 feet in lieu of the maximum allowed 56.25 feet. The subject property and requested relief are more particularly described on the site plan submitted which was accepted into evidence and marked as Petitioner's Exhibit 1.

Appearing at the requisite public hearing in support of the requests were Michael Rosier, d/b/a Rosier, Inc., property owner, and P. Christian Dorsey, Esquire, with Gentile, Dorsey, Carroll, LLP, the Petitioner's attorney. There were no Protestants or other interested persons present, however, it is to be noted that a letter/petition was received from approximately 15 to 20 supporters of the request and is marked as Petitioner's Exhibit 2.

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Date 7-10-09
By [Signature]

Testimony and evidence offered revealed that the subject property is a rectangular shaped parcel located on the northeast side of Pulaski Highway (U.S. Route 40), just east of Middle River Road in a commercial/industrial area of White Marsh. Immediately to the west, the site abuts the Silver Moon Diner. To the east, the property abuts a motel. Across the street on the northwest side of Pulaski Highway, there is another tavern/restaurant (9610 Pulaski Highway) which recently was granted its right to also exist as a legal, nonconforming use and stay in operation. *See* Case No. 04-579-SPHA. The property is zoned M.L.-A.S and the lot abutting the property to the west is zoned B.R.-A.S.

The site is presently improved with a building that has existed on the property as a restaurant/tavern since prior to 1940. As shown on the site plan, the structure is 1,938 square feet. Apparently, the structure had fallen into a state of disrepair and is currently being remodeled, improved and modernized to be continued as a restaurant known as Blondie's Restaurant¹. The proposed improvements are more particularly described on the site plan submitted and the new floor plan is depicted on the drawings marked as Exhibit 1. It is obvious that the proposed improvements will revitalize the site and represent an upgrade to the appearance and use of the property. As part of the improvements, the Petitioner proposes the construction of a small covered porch (12' x 36.5') along the front of the building. The Petitioner requests special hearing and variance relief as set forth in order to proceed.

As noted above, special hearing relief is requested to legitimize the restaurant/tavern as a continuing nonconforming use. The restaurant/tavern use is not a use permitted by right or by special exception in the M.L.-A.S. zone. In this regard, Mr. Rosier testified that he is a carpenter/electrician and motel owner/manager by profession and that members of his family

¹ The structure was built in 1939 and the surrounding motels were known as "Kellys Cottages"; the tavern later was called "Bottoms Up Inn", and from 1980 to present renamed "Blondies".

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Date 7-10-05
By [signature]

have owned the subject structure for four (4) generations. He testified that although there have been many different owners of this building, there has always been a restaurant/tavern business located therein.

Nonconforming uses are defined in Section 101 of the B.C.Z.R. and regulated by Section 104 thereof. Often nonconforming use designations are sought to grandfather an otherwise illegal use. That is, if the Petitioner can establish that the use began prior to the effective date of the zoning regulations which prohibited such use, and the use has continued without interruption since that time, that use may continue as nonconforming.

The testimony and evidence presented in this case was persuasive to a finding that the restaurant use is nonconforming. The testimony of Mr. Rosier was particularly persuasive in that a member of his family has owned the property since the building was constructed sometime prior to 1940. His undisputed testimony was that the restaurant/tavern use has been a continuous operation since that time. Thus, I find that the use is nonconforming and will approve the special hearing relief requested.

Turning next to the variance to legitimize the 65-year-old existing structure with a front setback of 28 feet in lieu of the required 75 feet and to approve an open porch projection in the front of the building of 16 feet for the convenience of restaurant customers, I shall also grant these requests. In my judgment, the variance is warranted, given the unique configuration of the property, the location of the existing structure and the existence of the required amount of parking spaces situated off the road behind the structure. I find that the Petitioners have met the requirements of Section 307.1 of the B.C.Z.R. for relief to be granted and that there will be no detrimental impact to adjacent properties. This 438 square foot porch addition conforms to the

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Date 7-10-09
By [Signature]

limitating exception (not to expand more than 25%) for nonconforming structures. *See* B.C.Z.R. Section 104.3.

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

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 10th day of July 2009 that the Petition for Special Hearing to approve the continued non-conforming use of operating a bar and restaurant on premises as has been done continuously since prior to July 1965, be and is hereby GRANTED;

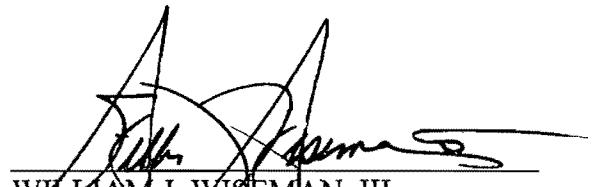
IT IS FURTHER ORDERED that the Petition for Variance seeking relief from Section 243.1 of the Baltimore County Zoning Regulations (B.C.Z.R), to permit an existing building with a front setback of 28 feet in lieu of the required 75 feet, and from Section 301.1, to permit an open porch projection of 16 feet in lieu of the maximum allowed 56.25 feet, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED; subject to the following restriction:

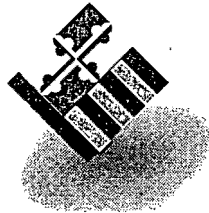
- 1) The Petitioner may apply for its building permit and be granted same upon receipt of this Order; however, the Petitioner is hereby made aware that proceeding at this time is at its own risk until the 30-day appeal period from the date of this Order has expired. If an appeal is filed and this Order is reversed, the relief granted herein shall be rescinded.

Any appeal of this decision must be taken in accordance with Section 32-3-401 of the Baltimore County Code.

RECEIVED FOR FILING
Date 7-10-09
By [Signature]

WJW:dlw


WILLIAM J. WISEMAN, III
Zoning Commissioner
for Baltimore County



BALTIMORE COUNTY
M A R Y L A N D

JAMES T. SMITH, JR.
County Executive

WILLIAM J. WISEMAN III
Zoning Commissioner

July 10, 2009

P. Christian Dorsey, Esquire
Gentile Dorsey Carroll LLP
1000 East Key Highway
Baltimore MD 21230

RE: PETITIONS FOR SPECIAL HEARING AND VARIANCE

SE side of Pulaski Highway, 220' NE of the c/l of Middle River Road
(9611 and 9615 Pulaski Highway)
15th Election District – 16th Council District
9611-9615 Pulaski Highway, LLC, *Owner*; Michael D. Rosier, et ux - *Petitioners*
Case No. 2009-0284-SPHA

Dear Mr. Dorsey:

Enclosed please find a copy of the decision rendered in the above-captioned matter. The Petitions for Special Hearing and Variance have been granted with a restriction, in accordance with the attached Order.

In the event anyone 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 Department of Permits and Development Management office at 887-3391.

Very truly yours,

A handwritten signature in black ink, appearing to read "William J. Wiseman III", written over a horizontal line.

WILLIAM J. WISEMAN, III
Zoning Commissioner
for Baltimore County

WJW:dlw
Enclosure

c: Michael and Linda Rosier, 3252 Meadow Valley Drive, Abingdon, MD 21009
People's Counsel; File

TAX. ACCOUNT #

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Petition for Variance

to the Zoning Commissioner of Baltimore County
for the property located at 9611-9615 PULASKI HWY
which is presently zoned MLAS

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) 243.1 (BCZR) To permit a existing building

~~To permit a exist~~ with front setback of 28-feet in lieu of the required 75-feet.
And; To permit an open porch projection ~~proj~~ of 16-feet in lieu of the maximum allowed 56.25 Feet 301.1 (BCZR).

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

TO BE PRESENTED AT THE HEARING

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:

CHRISTIAN DORSEY
Name - Type or Print _____
x Christian Dorsey
Signature _____
GENTILE DORSEY CARROLL
Company _____
1000 E. KEY HWY, 410-685 6008
Address _____ Telephone No. _____
BALTIMORE, MD. 21230
City _____ State _____ Zip Code _____

Legal Owner(s):

MICHAEL ROSIER c/o
Name - Type or Print _____
x ROSIER INC.
Signature _____
Michael Rosier Linda Rosier
Name - Type or Print _____
x Michael Rosier Linda Rosier
Signature _____
3252 MEADOW VALLEY DR.
Address _____ Telephone No. _____
ABINGDON, MD. 21009
City _____ State _____ Zip Code _____

Representative to be Contacted:

AL ERDI, CONSULTING ENGINEER
Name _____
P.O. BOX: 333 410-592 5153
Address _____ Telephone No. _____
PHOENIX, MD. 21131
City _____ State _____ Zip Code _____

OFFICE USE ONLY

Case No. 2009-0284-SPHA

ESTIMATED LENGTH OF HEARING _____

REV 9/15/98

RECEIVED FOR FILING
Date 7-10-09 Reviewed By _____

UNAVAILABLE FOR HEARING

Date 4/30/09

By [Signature]



Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at ⁻⁹⁶¹⁵ 9611 Pulaski Highway,
which is presently zoned MLAS/ML-1M

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 permit the continued non-conforming use of operating a bar and restaurant on the premises as has been done continuously since prior to July 1965.

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:

P. Christian Dorsey

Name - Type or Print

P. Christian Dorsey

Signature

Gentile, Dorsey & Carroll, LLP

Company

1000 East Key Highway

(410) 685-6008

Address

Baltimore

MD

21230

City

State

Zip Code

Legal Owner(s):

Michael D. Rosier (Owner)

Name - Type or Print

x Michael D. Rosier

Signature

Name - Type or Print

Signature

3252 Meadow Valley Drive

Address

Abingdon

City

MD

State

Telephone No.

21009

Zip Code

Representative to be Contacted:

P. Christian Dorsey

Name

1000 East Key Highway

Address

Baltimore

City

MD

State

(410) 685-6008

Telephone No.

21230

Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING _____

UNAVAILABLE FOR HEARING _____

Case No. 2009-0284-SPHA

Reviewed By A-TSUI Date 4/30/09

REV 9/15/98

DATE RECEIVED - ON FILE
Date 7-10-09
By [Signature]

parallel with Pulaski Highway 50 feet; and thence North 41 degrees West 217 feet 6 ½ inches to the place of beginning.

BEGINNING for the third thereof at the end of the second line in a Deed dated July 24, 1946, from Ralph Stansbury to Caroline Schenkel, recorded among the Land Records of Baltimore County in Liber R.J.S. No. 1474, folio 549; thence South 41 degrees East 25 feet; thence South 49 degrees West parallel with Pulaski Highway (formerly known as New Philadelphia Road) 150 feet; thence North 41 degrees West 25 feet to meet the beginning of the fourth line in a Deed dated October 3, 1945, from Ralph W. E. Schenkel to Caroline Schenkel, recorded among the aforesaid Land Records in Liber R.J.S. No. 1407, folio 452; thence North 49 degrees East parallel with Pulaski Highway, thence binding reversely on the said third line of the two deeds hereinbefore mentioned 150 feet, more or less to the place of beginning.

THE IMPROVEMENTS THEREON consisting of .83 acres more or less and known as 9615 Pulaski Highway.

BEING the same lots of ground described in a Deed dated April 2, 1959 and recorded among the Land Records of Baltimore County in Liber W.J.R. NO. 3520, folio 336 which was granted and conveyed by Thomas J. Carreras, Jr. and Adella L. Carreras, his wife to Clarence L. Rosier and Eldora C. Rosier, his wife, as tenants by the entireties.

BEING also the same lots of ground described in a Deed dated September 1, 1981 and recorded among the Land Records of Baltimore County in Liber 6328 Page 338 etc. which were granted and conveyed by Eldora C. Rosier to Clarence L. Rosier, as tenant in severalty.

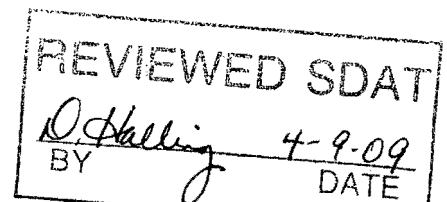
BEING also the same lots of ground described in a Deed dated June 3, 1987 and recorded among the Land Records of Baltimore County in Liber 7556 Page 801 et seq., which were granted and conveyed by Ronald D. Rosier and Nelson S. Winter, Personal Representatives of the Estate of Clarence L. Rosier, deceased, to Ronald D. Rosier and Nelson S. Winter, Trustees.

BEING the same property described in a Deed dated June 14th, 2005 by Stephen C. Winter, Successor Trustee of the Trust under the will of Clarence L. Rosier granting the herein described property to Michael D. Rosier and Jessica L. Rosier and recorded in the Land Records of Baltimore County, Maryland in Liber No. 22029 at folio 74~~1~~³

SECOND PARCEL

BEGINNING for the first thereof on the Southeast side of the New Philadelphia Road at a point distant 239.85 feet from the pipe at the intersection of the Northeasterly side of Middle River Road and running thence Northeasterly and binding on the Southeast side of the said New Philadelphia Road 50 feet, thence South 41 degrees each 200 feet, thence South 49 degrees West and parallel with said New Philadelphia Road 50 feet, and thence North 41 degrees West 200 feet to the place of beginning. Being known and designated as Lot No. 4 on a plat of the property of

2009-0284 -SPHA



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: # 2009-0284-SPHA

9611-9615 Pulaski Highway

S/east side of Pulaski Highway, 220 feet n/east of the centerline of Middle River Road

15th Election District — 6th Councilmanic District

Legal Owner(s): Michael Rosier & Linda Rosier

Variance: to permit an existing building with front setback of 28 feet in lieu of the required 75 feet; to permit an open porch projection of 16 feet in lieu of the maximum allowed 56.25 feet. **Special Hearing:** to permit the continued non-conforming use of operating a bar and restaurant on premises as has been done continuously since prior to July 1965.

Hearing: Tuesday, June 23, 2009 at 9:00 a.m. in Room 104, Jefferson Building, 105 West Chesapeake Avenue, Towson 21204.

WILLIAM J. WISEMAN, III

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.

JT 6/713 June 9

203107

CERTIFICATE OF PUBLICATION

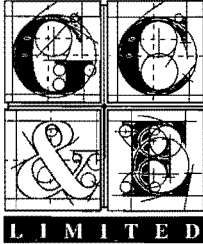
6/11/2009

THIS IS TO CERTIFY, that the annexed advertisement was published in the following weekly newspaper published in Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 6/9/2009.

- ☒ The Jeffersonian
- ☐ Arbutus Times
- ☐ Catonsville Times
- ☐ Towson Times
- ☐ Owings Mills Times
- ☐ NE Booster/Reporter
- ☐ North County News

J. Wilkinson

LEGAL ADVERTISING



Gerhold, Cross & Etzel, Ltd.

Registered Professional Land Surveyors • Established 1906

Suite 100 • 320 East Towsontown Boulevard • Towson, Maryland 21286
Phone: (410) 823-4470 • Fax: (410) 823-4473 • www.gcelimited.com

CERTIFICATE OF POSTING

RE: CASE#2009-0284-SPHA

OWNER/DEVELOPER:
Michael Rosier & Linda Rosier
PETITIONER:

CONTRACT PURCHASER:

DATE OF HEARING: June 23, 2009

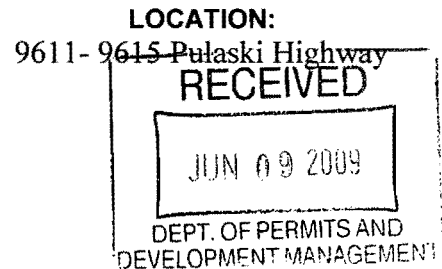
**BALTIMORE COUNTY DEPARTMENT OF
PERMITS AND DEVELOPMENT MANAGEMENT
COUNTY OFFICE BUILDING, ROOM 111
111 WEST CHESAPEAKE AVE.
TOWSON, MARYLAND 21204**

ATTENTION: KRISTEN MATTHEWS

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**

(see page 2 for full size photo)



SIGNATURE OF SIGN POSTER

Bruce E. Doak

**GERHOLD, CROSS & ETZEL, LTD
SUITE 100
320 EAST TOWSONTOWN BLVD
TOWSON, MARYLAND 21286
410-823-4470 PHONE
410-823-4473 FAX**

POSTED ON: June 4, 2009

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET AND FINANCE
MISCELLANEOUS CASH RECEIPT

No. **45701**

Date: **9/1/09**

PAID RECEIPT

BUSINESS ACTUAL TIME
 9/02/2009 9/01/2009 10:20:37 5

REG 1503 WALKIN 8805 LBS
 >> RECEIPT # 417178 9/01/2009 OFLN
 Dept 5 529 ZONING VERIFICATION

Fund	Dept	Unit	Sub Unit	Obj	Sub Obj	Dept Obj	BS Acct	Amount
001	806	0000		6150				50.00

Total: **50.00**

Rec From: **KATHERINE GLENN**

For: **TRADERS**
8805 KELS0 DR ML-1M
PHES. FINE FOOD GROUP

DISTRIBUTION

WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER GOLD - ACCOUNTING
 PLEASE PRESS HARD!!!!

**CASHIER'S
 VALIDATION**

ZONING NOTICE

CASE # : 2009-284-SPHA

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

PLACE: Room 104 Jefferson Building
TIME & 105 West Chesapeake Avenue, Towson, MD
DATE : 9:00 am Tuesday June 23, 2009

Variance: to permit an existing building with front set-back of 28 feet in lieu of the required 75 feet: to permit an open porch projection of 16 feet in lieu of the maximum allowed 56.25 feet.

Special Hearing: to permit the continued non-conforming use of operating a bar and restaurant on premises as has been done continuously since prior to July 1965.

POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES
NECESSARY TO CONFIRM HEARING
CALL 410-887-3391 THE DAY BEFORE THE SCHEDULED HEARING DATE.
DO NOT REMOVE THIS SIGN AND POST UNTIL DAY OF HEARING. UNDER PENALTY OF LAW
HEARINGS ARE HANDICAPPED ACCESSIBLE

ZONING NOTICE

CASE # : 2009-284-SPHA

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

PLACE: Room 104 Jefferson Building
105 West Chesapeake Avenue, Towson, MD
TIME &
DATE : 9:00 am Tuesday June 23, 2009

Variance: to permit an existing building with front set-back of 28 feet in lieu of the required 75 feet: to permit an open porch projection of 16 feet in lieu of the maximum allowed 56.25 feet.

Special Hearing: to permit the continued non-conforming use of operating a bar and restaurant on premises as has been done continuously since prior to July 1965.

POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES
NECESSARY TO CONFIRM HEARING
ONLY 15 DAYS PRIOR TO THE SCHEDULED HEARING DATE
ALL NOTICES REMOVE THIS SIGN AND POST NEW ONE OF HEARING DATE PRIOR TO 15th
HEARINGS ARE HANDICAPPED ACCESSIBLE

**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: _____

2009-0284-SPHA

Petitioner: Michael P. Rosier

Address or Location: 9611 Pulaski Highway
A-9615

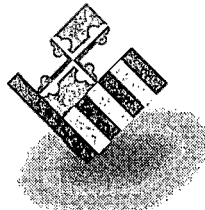
PLEASE FORWARD ADVERTISING BILL TO:

Name: P. Christian Dorsey

Address: Gentile Dorsey & Carroll, LLP
1000 East Key Highway
Baltimore, MD 21230

Telephone Number: (410) 685-6008

Revised 7/11/05 - SCJ



BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

June 1, 2009
TIMOTHY M. KOTROCO, *Director*
Department of Permits and
Development Management

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: 2009-0284-SPHA

9611-9615 Pulaski Highway

S/east side of Pulaski Highway, 220 feet n/east of the centerline of Middle River Road

15th Election District – 6th Councilmanic District

Legal Owners: Michael Rosier & Linda Rosier

Variance to permit an existing building with front setback of 28 feet in lieu of the required 75 feet; to permit an open porch projection of 16 feet in lieu of the maximum allowed 56.25 feet.
Special Hearing to permit the continued non-conforming use of operating a bar and restaurant on premises as has been done continuously since prior to July 1965.

Hearing: Tuesday, June 23, 2009 at 9:00 a.m. in Room 104, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204

A handwritten signature in black ink that reads "Timothy Kotroco".

Timothy Kotroco
Director

TK:klm

C: Christian Dorsey, Gentile, Dorsey, Carroll, 1000 E. Key Highway, Baltimore 21230
Mr. & Mrs. Rosier, 3252 Meadow Valley Drive, Abington 21009
Al Erdi, P.O. Box 333, Phoenix 21131

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY MONDAY JUNE 8, 2009.**
- (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.

TO: PATUXENT PUBLISHING COMPANY
Tuesday, June 9, 2009 Issue - Jeffersonian

Please forward billing to:

P. Christian Dorsey
Gentile, Dorsey & Carroll, LLP
1000 East Key Highway
Baltimore, MD 21230

410-685-6008

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: 2009-0284-SPHA

9611-9615 Pulaski Highway

S/east side of Pulaski Highway, 220 feet n/east of the centerline of Middle River Road

15th Election District – 6th Councilmanic District

Legal Owners: Michael Rosier & Linda Rosier

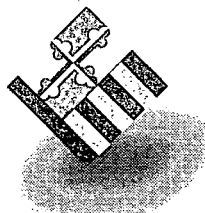
Variance to permit an existing building with front setback of 28 feet in lieu of the required 75 feet; to permit an open porch projection of 16 feet in lieu of the maximum allowed 56.25 feet. Special Hearing to permit the continued non-conforming use of operating a bar and restaurant on premises as has been done continuously since prior to July 1965.

Hearing: Tuesday, June 23, 2009 at 9:00 a.m. in Room 104, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204



WILLIAM J. WISEMAN III
ZONING COMMISSIONER FOR BALTIMORE COUNTY

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



BALTIMORE COUNTY
MARYLAND

JAMES T. SMITH, JR.
County Executive

TIMOTHY M. KOTROCO, *Director*
Department of Permits and
Development Management

June 18, 2009

Christian Dorsey
Gentile Dorsey Carroll
1000 E. Key HWY
Baltimore, MD 21230

Dear: Christian Dorsey

RE: Case Number 2009-0284-SPHA, 9611 Pulaski HWY

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on April 30, 2009. This letter is not an approval, but only a **NOTIFICATION**.

The Zoning Advisory Committee (ZAC), which consists of representatives from several 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.

Very truly yours,

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

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR:lnw

Enclosures

c: People's Counsel
Rosier Inc.; 3252 Meadow Valley Dr.; Abingdon, MD 21009
Al Erdi, Consulting Engineer; P.O. Box 333; Phoenix, MD 21131

BW 6/23
9 AM

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Timothy M. Kotroco, Director
Department of Permits and
Development Management

DATE: June 23, 2009
RECEIVED

JUN 24 2009

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

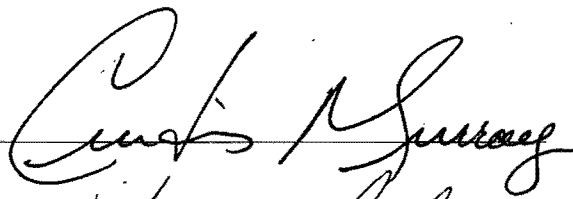
ZONING COMMISSIONER

SUBJECT: Zoning Advisory Petition(s): **Case(s) 09-284- Variance and Special Hearing**

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

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

Prepared By:



Division Chief:
CM/LL



Bw 6/23
9am**BALTIMORE COUNTY, MARYLAND****Inter-Office Correspondence**

TO: Timothy M. Kotroco

FROM: Dave Lykens, DEPRM - Development Coordination

DATE: June 3, 2009

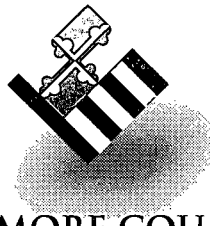
SUBJECT: Zoning Item # 09-284-SPHA
Address 9611-9615 Pulaski Highway
(Rosier Property)

Zoning Advisory Committee Meeting of May 18, 2009

X The Department of Environmental Protection and Resource Management has no comments on the above-referenced zoning item.

Reviewer: JWL

Date: 6/3/09



BALTIMORE COUNTY
M A R Y L A N D

JAMES T. SMITH, JR.
County Executive

JOHN J. HOHMAN, *Chief*
Fire Department

County Office Building, Room 111
Mail Stop #1105
111 West Chesapeake Avenue
Towson, Maryland 21204

April 9, 2009

ATTENTION: Zoning Review Planners

Distribution Meeting Of: May 11, 2009

Item Numbers 0284, 0290, 0291, 0292

Pursuant to your request, the referenced plan(s) have been reviewed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

1. The Fire Marshal's Office has no comments at this time.

Lieutenant Roland P Bosley Jr.
Fire Marshal's Office
410-887-4881 (C) 443-829-2946
MS-1102F

cc: File

BALTIMORE COUNTY, MARYLAND
INTEROFFICE CORRESPONDENCE

TO: Timothy M. Kotroco, Director
Department of Permits &
Development Management

FROM: ^{DM}Dennis A. Kennedy, Supervisor
Bureau of Development Plans
Review

SUBJECT: Zoning Advisory Committee Meeting
For May 18, 2009
Items Nos. 2009-234, ~~284~~ 290, 291
and 292

DATE: May 15, 2009

The Bureau of Development Plans Review has reviewed the subject-zoning items, and we have no comments.

DAK:CEN:cab

cc: File



Martin O'Malley, Governor
Anthony G. Brown, Lt. Governor

State Highway
Administration

John D. Porcari, Secretary
Neil J. Pedersen, Administrator

Maryland Department of Transportation

Date: MAY 14, 2009

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

RE: Baltimore County
Item No. 2009-0284-SPHA
US 40
9611-9615 PULASKI HWY
ROOIER PROPERTY
VARIANCE
SPECIAL HEARING

Dear Ms. Matthews:

We have reviewed the site plan to accompany petition for variance on the subject of the above captioned, which was received on 05/14. A field inspection and internal review reveals that the existing entrance onto US 40 is consistent with current State Highway Administration requirements. Therefore, this office has no objection to ROOIER PROPERTY Case Number 2009-0284 SPHA approval.

Should you have any questions regarding this matter feel free to contact Michael Bailey at 410-545-5593 or 1-800-876-4742 extension 5593. Also, you may E-mail him at (mbailey@sha.state.md.us). Thank you for your attention.

Very truly yours,

for Steven D. Foster, Chief
Engineering Access Permits
Division

SDF/MB

Cc: Mr. David Malkowski, District Engineer, SHA
Mr. Michael Pasquariello, Utility Engineer, SHA

My telephone number/toll-free number is _____
Maryland Relay Service for Impaired Hearing or Speech: 1.800.735.2258 Statewide Toll Free

Street Address: 707 North Calvert Street · Baltimore, Maryland 21202 · Phone: 410.545.0300 · www.marylandroads.com



RE: PETITION FOR SPECIAL HEARING * BEFORE THE
AND VARIANCE *
9611-9615 Pulaski Highway; Se/S Pulaski * ZONING COMMISSIONER
Highway, 220' NE of c/line of Middle River Rd *
15th Election & 6th Councilmanic Districts * FOR
Legal Owner(s): Michael & Linda Rosier *
Petitioner(s) * BALTIMORE COUNTY
* 09-284-SPHA

* * * * *

ENTRY OF APPEARANCE

Please enter the appearance of People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and the passage of any preliminary or final Order. All parties should copy People's Counsel on all correspondence sent/ documentation filed in the case.

RECEIVED
MAY 28 2009

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio

CAROLE S. DEMILIO
Deputy People's Counsel
Jefferson Building, Room 204
105 West Chesapeake Avenue
Towson, MD 21204
(410) 887-2188

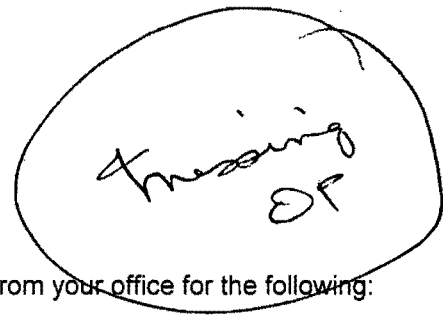
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of May, 2009, a copy of the foregoing Entry of Appearance was mailed to Al Erdi Consulting Engineer, P.O. Box 333, Phoenix, MD 21131 and Christian Dorsey, Esquire, 1000 E. Key Highway, Baltimore, MD 21230, Attorney for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

From: Debra Wiley
To: Murray, Curtis
Date: 6/22/2009 9:46 AM
Subject: OP Comments Needed for Bill



Good Morning Curtis,

In reviewing this week's files for Bill, it appears we need comments from your office for the following:

CASE NUMBER: 2009-0284--SPHA

Pulaski Hwy
 Location: SE side of Pulaski Highway; 220 feet NE of the c/l of Middle River Road.
 15th Election District, 6th Councilmanic District
 Legal Owner: Michael and Linda Rosier

SPECIAL HEARING To permit the continued non-conforming use of operating a bar and restaurant on premises as has been done continuously since prior to July 1965.

VARIANCE 2) To permit a existing building with front setback of 28 feet in lieu of the required 75 feet; 2) To permit an open porch projection of 16 feet in lieu of the maximum allowed 56.25 feet.

Hearing: Tuesday, 06/23/09 at 9:00:00 AM Jefferson Building, 105 West Chesapeake Avenue, Room 104, Towson, MD 21204

CASE NUMBER: 2009-0276--SPHX

5300 Hydes Road
 Location: N side of Hydes Road; 2,000 feet E of Elder Road.
 11th Election District, 3rd Councilmanic District
 Legal Owner: John K. Wilkerson Revocable Trust

SPECIAL HEARING 1) To permit a modified plan for parking; 2) To allow parking on an unpaved surface without striping; and 3) To allow the parking and driveway layout and dimensions as provided on site plan.
SPECIAL EXCEPTION To approve a Winery in an RC-2 zone.

Hearing: Wednesday, 06/24/09 at 9:00:00 AM Jefferson Building, 105 West Chesapeake Avenue, Room 104, Towson, MD 21204

Thanks and have a great day !

Debbie Wiley
 Legal Administrative Secretary
 Office of the Zoning Commissioner
 105 West Chesapeake Avenue, Suite 1
 Towson, Md. 21204
 410-887-3868
 410-887-3468 (fax)
 dwiley@baltimorecountymd.gov

CC: Are, Kathy

2009-0284-SPHA		
DEPRM	6-3	No Comments
FD	4-9	" "
DPR	5-15	" "
SHA	5-14	No objection
Missing OP (as of 6/22)		
Notice	Posting	PC Appearance

CASE NAME 96-11/9615 Pulaski Hwy
CASE NUMBER 2009-0284-SPHA
DATE 6-23-09

[illegible]



Maryland Department of Assessments and Taxation
BALTIMORE COUNTY
Real Property Data Search (2007 vw4.3)

[Go Back](#)
[View Map](#)
[New Search](#)

Account Identifier: District - 15 Account Number - 1518470560

Owner Information

Owner Name: 9611-9615 PULASKI HIGHWAY LLC **Use:** COMMERCIAL
Mailing Address: 1035 LIGHT ST **Principal Residence:** NO
 BALTIMORE MD 21230-4017 **Deed Reference:** 1) /28005/ 273
 2)

Location & Structure Information

Premises Address
 9611 PULASKI HWY
 BALTIMORE MD 21220-1405

Legal Description
 9611 PULASKI HWY SES
 293 NE MIDDLE RIVER RD

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:
82	22	165						3	Plat Ref:

Special Tax Areas
 Town
 Ad Valorem
 Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1939	1,938 SF	10,875.00 SF	23

Stories	Basement	Type	Exterior

Value Information

	Base Value	Value	Phase-in Assessments	
		As Of	As Of	As Of
		01/01/2009	07/01/2008	07/01/2009
Land	195,700	421,800		
Improvements:	88,600	94,700		
Total:	284,300	516,500	284,300	361,700
Preferential Land:	0	0	0	0

Transfer Information

Seller: ROSIER JESSICA L	Date: 04/30/2009	Price: \$0
Type: NOT ARMS-LENGTH	Deed1: /28005/ 273	Deed2:
Seller: WINTER NELSON S, TRUSTEE	Date: 06/14/2005	Price: \$0
Type: NOT ARMS-LENGTH	Deed1: /22029/ 743	Deed2:
Seller: ROSIER RONALD D	Date: 02/04/1991	Price: \$0
Type: NOT ARMS-LENGTH	Deed1: / 7556/ 801	Deed2:

Exemption Information

Partial Exempt Assessments	Class	07/01/2008	07/01/2009
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:
 * NONE *

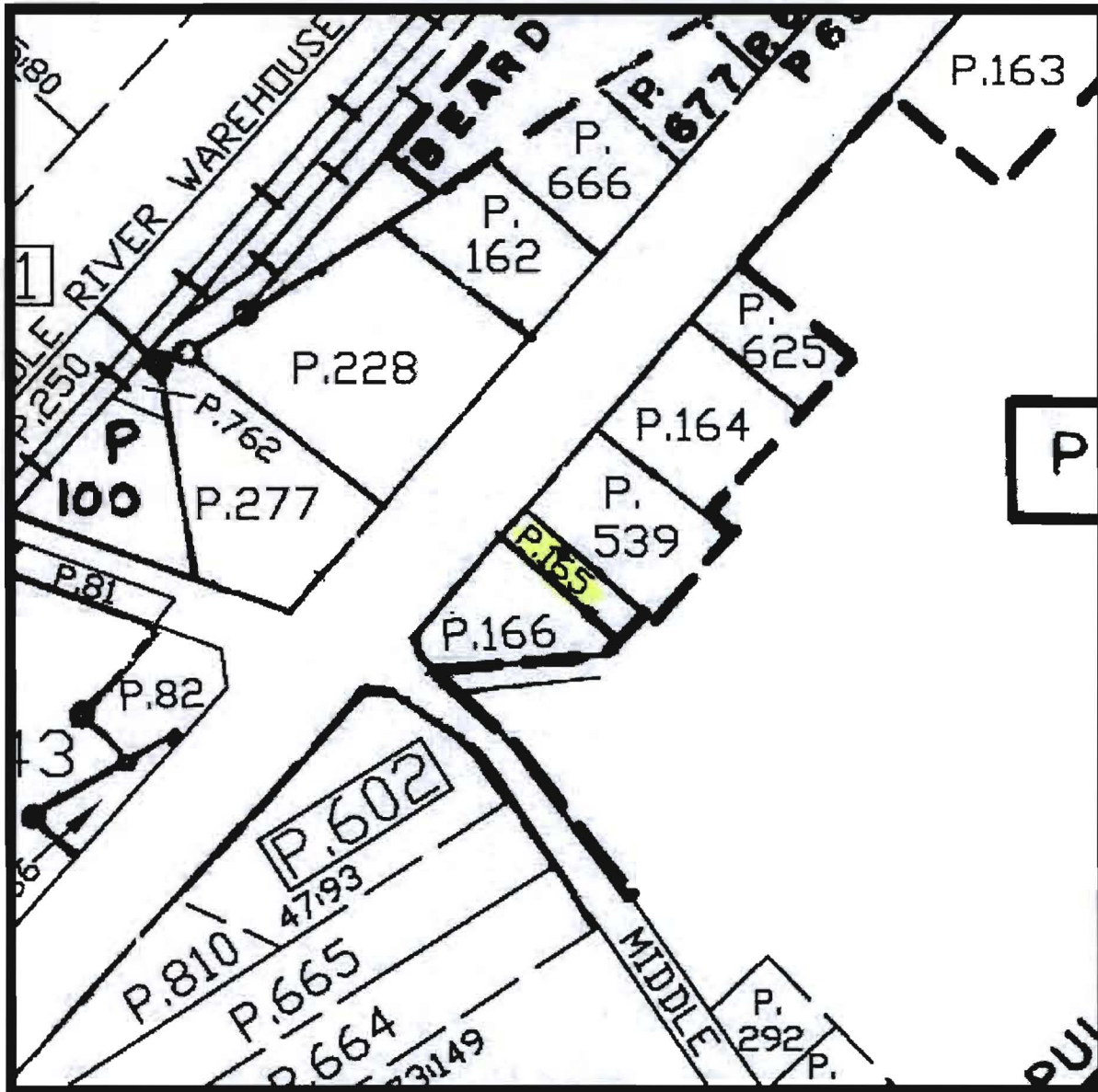
1938
 10875
 12813 58.
 FT.



**Maryland Department of Assessments
and Taxation
BALTIMORE COUNTY
Real Property Data Search**

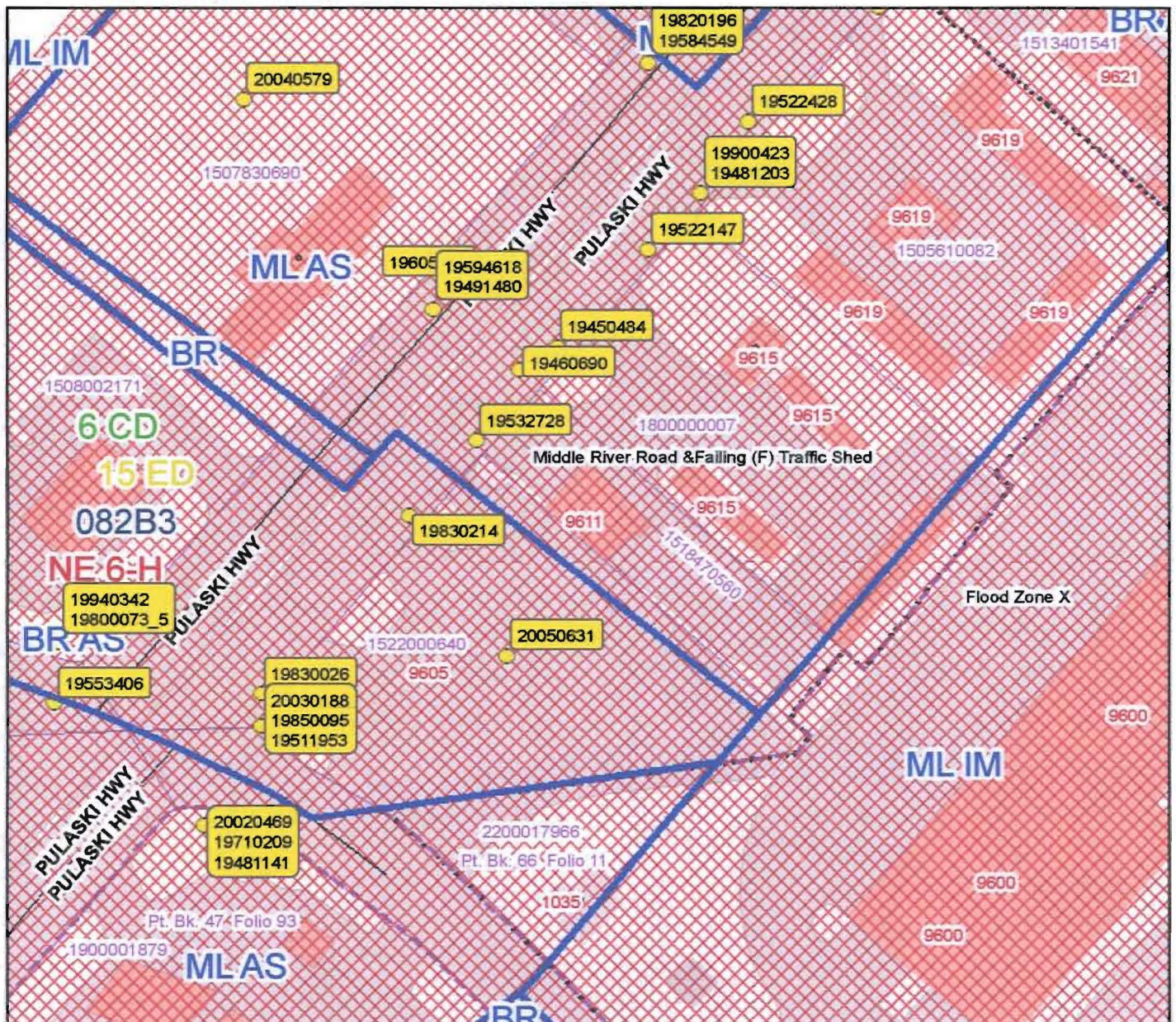
[Go Back](#)
[View Map](#)
[New](#)
[Search](#)

District - 15 Account Number - 1518470560



Property maps provided courtesy of the Maryland Department of Planning ©2008.
For more information on electronic mapping applications, visit the Maryland Department
of Planning web site at www.mdp.state.md.us/webcom/index.html

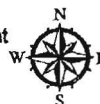
9611 Pulaski Hwy



2009-0284-SPHA

DQ Map Notes

Publication Date: April 14, 2009
Publication Agency: Department of Permits & Development Management
Projection/Datum: Maryland State Plane,
FIPS 1900, NAD 1983/91 HARN, US Foot



100 0 100 Feet

1 inch equals 100 feet

Case No.: 2009-0284 - SPHA 9611-15 Pulaski Hwy

Exhibit Sheet

Petitioner/Developer

Protestant

No. 1	2 PAGE SITE PLAN	
No. 2	Letter / Petition - 15-20 People in support	
No. 3	Lease - since 1999	
No. 4		
No. 5		
No. 6		
No. 7		
No. 8		
No. 9		
No. 10		
No. 11		
No. 12		

6

ADDITIONAL SIGNATURES NEEDED

Rosier, LLC

CORPORATE NAME

We, the undersigned, owners of real estate and residing within one mile of the proposed place of business and registered voters of Baltimore County, certify that each of us has been personally acquainted with the applicant(s) for the length of time indicated after our respective names; that we have examined the application and that we have good reason to believe that all of the statements contained therein are true; that we are of the opinion that the applicant(s) is/are suitable person(s) to obtain the license applied for, and that we are familiar with the premises upon which the proposed business is to be conducted, and believe said premises suitable for the conduct of the business of a retail dealer in alcoholic beverages.

PETITIONER'S

EXHIBIT NO.

2

(PRINT AND SIGN NAME)

LENGTH OF TIME

Voting Residence

Acquainted with applicant(s)

- print Darrell Duggins
① sign *DD*
print: Marshall B. Duggins
District ✓ 15 Precinct ✓ A ✓ 15 B ✓ 15 C ✓
Address of property owned 5412 King Arthur Cir
- print: Marshall B. Duggins
② sign *MBD*
print: Jeff J. Homans Sr.
District ✓ 15 Precinct ✓ A ✓ 15 B ✓ 15 C ✓
Address of property owned 5407 Princess Dr.
- print: Jeff J. Homans Sr.
③ sign *JJH*
print: Michael J. Hagner
District ✓ 15 Precinct ✓ 1 A ✓ 10 B ✓ 0 C ✓
Address of property owned 9404 PHILADELPHIA RD
- print: Michael J. Hagner
④ sign *MJH*
print: Carolyn M. Hagner
District ✓ 15 Precinct ✓ 9704 A ✓ 1 B ✓ 0 C ✓
Address of property owned 1 MATTHEW RD 21220
- print: Carolyn M. Hagner
⑤ sign *CMH*
print: Denise L. Loyde
District ✓ 15 Precinct ✓ A ✓ 3 B ✓ 3 C ✓
Address of property owned 9750 Matilda Rd. 21220
- print: Denise L. Loyde
⑥ sign *DL*
print: Michael S. Clifford
District ✓ 15 Precinct ✓ A ✓ 1 B ✓ 0 C ✓
Address of property owned 5226 King Arthur Cir 21237
- print: Michael S. Clifford
⑦ sign *MSC*
print: Dorothy K. Buntz
District ✓ 15 Precinct ✓ A ✓ 7 B ✓ 7 C ✓
Address of property owned 6 TALISTER CT. 21237
- print: Dorothy K. Buntz
⑧ sign *DKB*
print: Stephen T. Kimball
District ✓ 15 Precinct ✓ A ✓ 0 B ✓ 0 C ✓
Address of property owned 9701 PHILADELPHIA RD 21237
- print: Stephen T. Kimball
⑨ sign *STK*
print: Ronald L. Harst
District ✓ 15 Precinct ✓ A ✓ 0 B ✓ 0 C ✓
Address of property owned 9603 Philadelphia Rd. 21237
- print: Ronald L. Harst
⑩ sign *RLH*
print: Ronald L. Harst
District ✓ 15 Precinct ✓ 1109 A ✓ 0 B ✓ 0 C ✓
Address of property owned 1109 MINNIE RIVER RD 21220
- print: Ronald L. Harst
⑪ sign *RLH*
print: Ronald L. Harst
District ✓ 15 Precinct ✓ A ✓ 0 B ✓ 0 C ✓
Address of property owned 9621 ALASKA HWY 21220

NAMES AND ADDRESSES OF SIGNERS MUST BE PRINTED OR TYPEWRITTEN ABOVE SIGNATURES.

We, the undersigned, owners of real estate and registered voters of Baltimore County, certify that each of us has been personally acquainted with the applicant(s) and that we have good reason to believe that the applicant(s) is/are a suitable person(s) to obtain the license applied for and that the premises are suitable for the conduct of the business.

Each of the undersigned, owners of real estate and registered voters of Baltimore County, certify that each of us has been personally acquainted with the applicant(s) and that we have good reason to believe that the applicant(s) is/are a suitable person(s) to obtain the license applied for and that the premises are suitable for the conduct of the business.

(Print name above the signature)
Name

Length of time acquainted with applicant(s)
If not acquainted prior to application filing,
indicate "Just Met."

print name Michael S. Knoder District 15 Precinct 4 A 10 B 10 C 10 yrs
Address of property owned 9726 POLASKI Hwy ZIP 2122

print name Nicholas Cavalieros District 15 Precinct 4 A 21 B 21 C 21 yrs
Address of property owned 9624 Polaski Hwy ZIP 2122

print name PEARL ENGLE District 15 Precinct 4 A 20 B 20 C 20 yrs
Address of property owned 9619 Polaski Hwy. A1220 20 ZIP 2122

print name John Hodges District 15 Precinct 850 A 14 B 14 C 14 yrs
Address of property owned 850 Minkler Ave ZIP 2122

print name Darrell Duggies District 15 Precinct 13 A 15 B 15 C 14 yrs
Address of property owned 5412 King Arthur Cir ZIP 2123

print name Ann Harmon District 15 Precinct 4 A 20 B 20 C 20 yrs
Address of property owned 5412 King Arthur Cir ZIP 2123

print name Jason Panner District 15 Precinct 4 A 4 B 4 C 20 yrs
Address of property owned 4609 Whitmarsh Rd ZIP 21237

print name Thomas Panner District 15 Precinct 4 A 6 B 6 C 21 yrs
Address of property owned 4609 Whitmarsh Rd ZIP 21237

print name Thom J. Pann District 15 Precinct 4 A 7 B 7 C 21 yrs
Address of property owned 9752 Matzon Rd ZIP 21220

print name Ryan Smink District 15 Precinct 4 A 3 B 3 C 21 yrs
Address of property owned 9526 POLASKI Hwy ZIP 21220

print name _____ District _____ Precinct _____ A _____ B _____ C _____
Address of property owned _____ ZIP _____

print name _____ District _____ Precinct _____ A _____ B _____ C _____
Address of property owned _____ ZIP _____

Names and addresses of signers must be printed or typewritten above signatures.

PLEASE FILL OUT BACK OF APPLICATION

R
Pearl
Darrell
Tom Panner
Ryan Smink

N/R
Knoder
Nick
Ann (Darrell's neighbor)
Jason Panner
Hodges



KEVIN KAMENETZ
County Executive

ARNOLD JABLON
Deputy Administrative Officer
Director, Department of Permits,
Approvals & Inspections

April 4, 2012

Owner: 9611-9615 Pulaski Highway LLC
C/O Michael D Rosier
3252 Meadow Valley Drive
Abington, Md. 21009

Subject: Proposed Public Gathering and Tent Use Permit
Occupant: Hop Heads Ale House and Colonial Motel
Location: 9611-9615 Pulaski Hwy, 21237
Tax # 1518470560 & 1800000007

Dear Property Owner,

Please be advised that after your initial visit to this office, an inspection of the above referenced location revealed that there are apparent violations and the following corrections will be required before any additional permits will be issued for these properties:

Sign Violations and Corrections

1.) In accordance with this inspection we found that a permit for a Joint Identification Sign was issued pursuant to the documents you provided including your approved site plan from Case Number 2009-0284-SPH. This plan did not show the existing Joint ID Sign with manual changeable copy or its dimensions.

Per Section 450.4 Attachment 1.7(d) only one 75 square foot freestanding Joint ID Sign is permitted per entrance. Permit number B773810 was issued for a Joint ID sign however; A Joint ID Sign with changeable copy was erected. Manual or electronic changeable copy signs are not permitted in Manufacturing Zones.

Additionally, your original existing Joint ID Sign is larger than the permitted 75 square feet per side requires a **Variance**. Also, a **Special Hearing** is required to include any part of the sign to display changeable copy.

2.) Parking and Site Plan corrections

- A. A red lined **scaled site plan** must contain the location of the tents, all outside venders, and the locations of the spot-a-pots.
- B. Complete **parking calculations** will be based upon the requirements of the motel, lounge, and the additional space used by the temporary retail venders for this gathering. **Striping** of the parking spaces is also required per your approved site plan from Case Number 2009-0284-SPH.
- C. A **copy of the executed legal agreement** that entitles you to park on a neighboring property during the public gathering will also be required.
- D. Accurate and updated parking calculations are also required for the satellite parking lot, clearly showing the surplus spaces available to lease.

THE FOREGOING IS MERELY AN INFORMAL OPINION, IT IS NOT AN EXPERT OR LEGAL OPINION. IT IS NOT INTENDED TO BE RELIED ON AS EXPERT OR LEGAL ADVICE, AND IS NOT LEGALLY OR FACTUALLY BINDING ON BALTIMORE COUNTY OR ANY OF ITS OFFICIALS, AGENTS, OR EMPLOYEES. BALTIMORE COUNTY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE INFORMATION PROVIDED IN THIS DOCUMENT, OR ANY INTERPRETATION THEREOF.

Should you have any additional questions, please do not hesitate calling this office at 410-887-3391.

Sincerely,



Carl Richards
Zoning Supervisor

Joseph Merrey
Planner II
Leonard Wasilewski
Planner II
Zoning Review



BALTIMORE COUNTY
DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT
111 WEST CHESAPEAKE AVENUE
TOWSON, MD 21204
410-887-3391

B 773810
A 644658

The applicant is authorized to affirm that there are no current violations at this site pursuant to Section 112.7 BCC
Initials M.R.

SIGN USE PERMIT

Permit Fees are Non-Refundable; Make Check Payable to "Baltimore County, Maryland"

PROPERTY ADDRESS 9611 Pulaski Hwy. Balto MD. ZIP CODE 21220
BUSINESS NAME Hop Heads Alehouse ZONING ML-IM
OWNER'S NAME Michael Rosier PHONE NO. 443-392-6507 HISTORIC DISTRICT: ☐ Yes ☒ No
MAILING ADDRESS 9615 Pulaski Hwy. Balto. MD. 21220
APPLICANT/OWNER'S AGENT Michael Rosier PHONE NO. 443-392-6507
SIGN COMPANY NAME Giovanni's Signs PHONE NO. 410-426-3030
TYPE OF SIGN: ☐ Window Sign TAX ACCOUNT NO. 151,847,0560

☐ Temporary - Including Real Estate/Construction/Event Temporary Sign(s) in the Last Year: ☒ Yes ☐ No
☒ Permanent ☐ Changeable Copy ☐ Wall ☐ Face Change Only ☐ Non-Illuminated
☒ Freestanding ☐ Pylon ☐ Monument ☒ Illuminated (separate electrical permit required)
Size: 6 feet X 8 feet = 48 square feet Height: 12' feet (freestanding signs)

Property Line/Street Right-of-Way Setbacks: front 7' 11", sides 2' and 96', and rear 2' 11"
NOTE: A construction plan, drawn to scale and clearly showing that all requirements have been met, must be attached; a site plan also must be attached for freestanding signs.

Table of Sign Regulations: 450.4.1.1- An Electronic Changeable Copy Sign may only have a maximum frequency of one instantaneous message change per 15 second cycle.

PROHIBITIONS: including roof signs (Sections 450.5.B.7 and 450.6.A, Baltimore County Zoning Regulations):

- Signs cannot impair motorist's clear view of traffic or government signs. All signs are subject to Section 102.5, BCZR.
 - Signs cannot imitate or resemble government signs, except for private traffic control and notice signs.
 - Signs cannot be placed in or project into or above street right of way or government property.
 - Sign or framework cannot obstruct window or opening for light and air or access to building, fire hydrant, or stand pipe.
 - Vehicle cannot be parked for the purpose of displaying an attached sign.
 - Except for flags exempted, flags, pennants, ribbons, streamers, tethered balloons, laser projections, and similar objects are prohibited.
 - Portable signs are prohibited, except for A-frame and sandwich board signs issued a use permit in B.M. - C.T. zones.
 - There can be no display or simulation of moving parts or message, except for an outdoor advertising sign with tri-vision, a changeable copy sign, or a thermometer, barometer, weather vane, barber pole, or clock.
 - No sign may emit sound
- 450.6.B.3 Changeable copy must operate at a constant and not give the appearance of movement by flashing, blinking, strobing, scrolling, oscillating or alternating lights.

Work Description (including number of signs, special conditions, materials, locations, and size):

Dig a 3' x 5' footer and install a 6" I.D. pole in 3500 p.s.i. concrete with a 6' x 8' illuminated sign box with 20 amp dedicated crkt.

CORNER LOT ☐

OWNER/AGENT CERTIFICATION

I hereby certify, under penalty of law, that the proposed sign will be located so as not to violate any codes and that the information supplied is true, complete, and correct.

Michael Rosier
Signature

10-19-11
Date

Michael Rosier
Print/Type Name

Copies: White - Office; Yellow - Applicant (keep this copy for your permanent records)

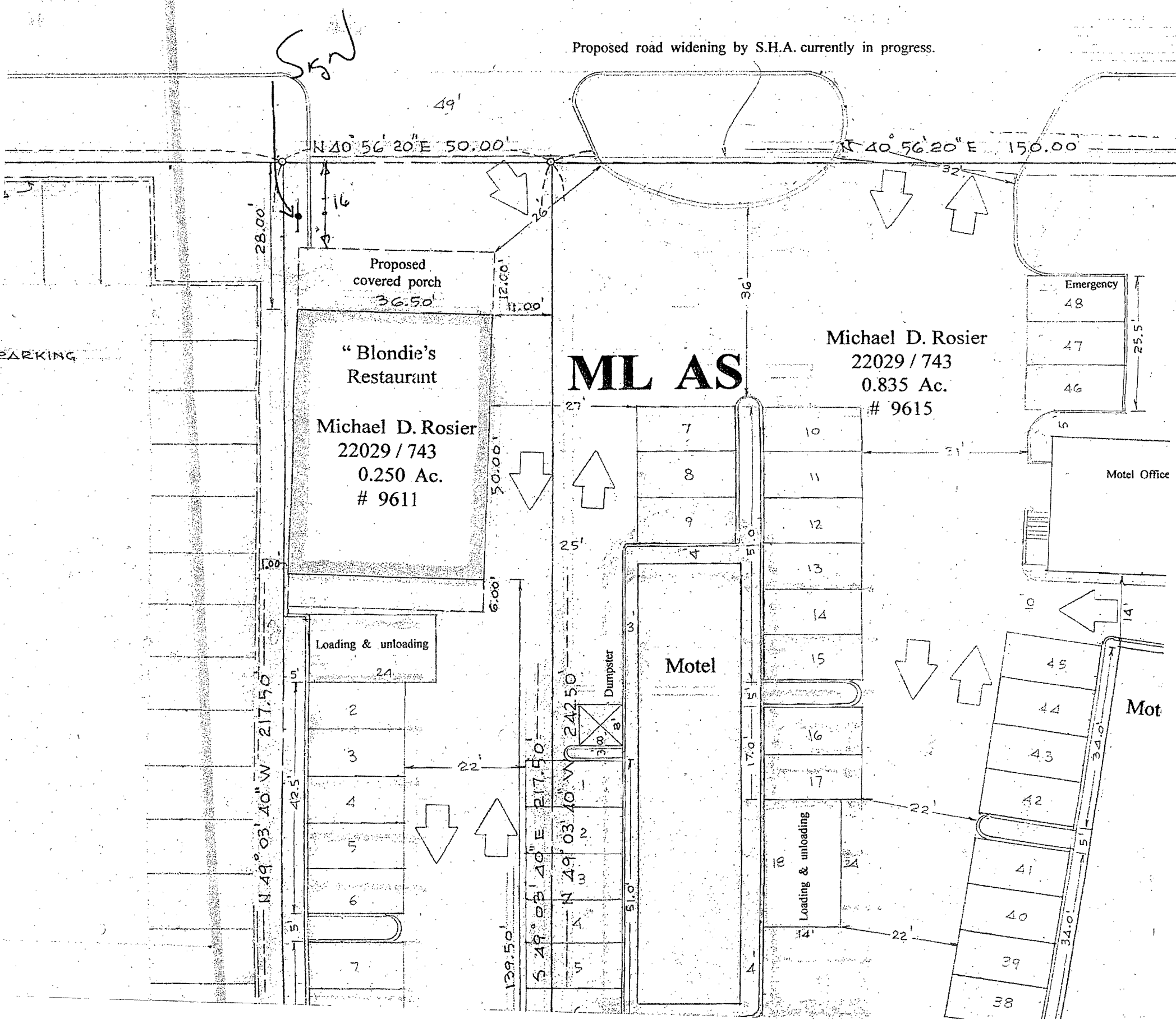
REV 8/09

Authorized under Section 500.4, BCZR PDM APPROVAL (SIGN ONLY)

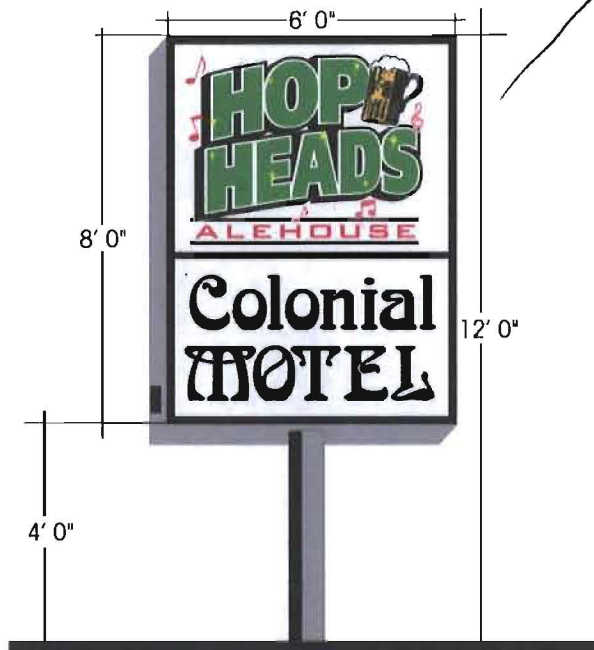
[Signature] 10/18/11
Signature Date

U.S. ROUTE 40 (150' R/W)

Proposed road widening by S.H.A. currently in progress.



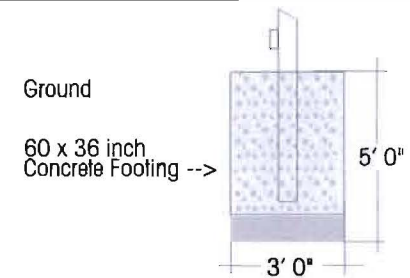
Sign
Must
Show
Address



3/16 ACRYLIC FACE. TRANSLUCENT 3M VINYL LETTERING RED, GREEN, YELLOW, BLACK

- A. 6' X 8' FREE STANDING ILLUMINATED SIGN
- B. 2" X 2" 3/16 STEEL ANGLE WELDED FRAME
- C. TOMBSTONE HIGHOUTPUT SOCKETS
- D. F96 DL T12 HO TUBES (SYLVANIA)
- E. .060 ALUMINUM SHELL. RIVETED TO STEEL FRAME
- F. STEEL PIPE WELDED DIRECTLY TO SIGN FRAME
- G. E-TECH HF-1396 BALLASTS (2)
- H. 20 AMP. DOUBLE POLE SERVICE SWITCH
- I. 6" ID SCHEDULE 40 STEEL PIPE
- J. DIRECT BURIAL
- K. 3500 PSI CONCRETE
- L. GRAVEL /STONE BOTTOM

120 VOLTS-6.20 AMPS - 60 HZ
20AMP DOUBLE POLE SWITCH



Moment at ground = 179,268.8 in-lbs. - 14,939.1 ft-lbs.
Minimum 'S' = 5.8204 -- actual 'S' is 12.2 - OK
Based on a wind speed of 105mph and exposure B.
Footing based on a lateral soil allowable of 150 psf.
Based on the 2008 International Building Code

Customer: HOP HEADS

Notes:

GIOVANNI'S SIGNS

6607-09 BELAIR RD.
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Drawn By:

Scale

1/4" = 1'

Approved By:

Date

8-26-11

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AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE, is made as of the 28TH day of September, 2005, between MICHAEL ROSIER and Jessica Rosier tenants in common (collectively, "Landlord"), and LOUIS DEAN BURLESON ("Existing Tenant") and FRANK P. CLARIDGE and DEBORAH CLARIDGE, tenants by the entirety ("New Tenant"; the Existing Tenant and the New Tenant being collectively hereinafter referred to as the "Tenant").

Explanation

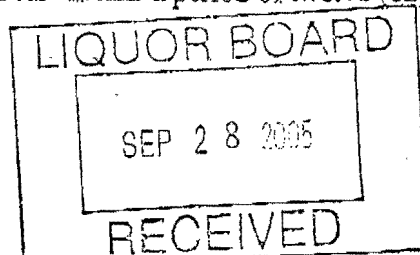
The Existing Tenant and Stephen C. Winter, successor trustee (the "Successor Trustee") under the Will of Clarence L. Rosier, deceased, as Landlord (the "Trust"), entered into a Lease Agreement effective as of August 1, 1999 providing for the lease of real property and improvements known as 9611 Pulaski Highway (Route 40), Baltimore County, Maryland (the "Property") for a period of five (5) years. Thereafter, pursuant to a letter agreement dated July 1, 2004, the Successor Trustee and the Existing Tenant entered into a three (3) year extension of the Lease for the Property beginning August 1, 2004 ("Existing Lease as Extended"). The Existing Tenant is in the process of selling to the New Tenant the assets and business owned by the Existing Tenant known as "Bottoms Up Inn" and in connection therewith is assisting the New Tenant in the transfer of a liquor license issued by the Baltimore County Liquor Control Board from the Existing Tenant to the New Tenant ("Liquor License"). The New Tenant has requested the Landlord to enter into a Lease Agreement for the Property for a term of five (5) years, which is approximately three (3) years longer than the current lease of the Existing Tenant. The Property is presently owned by the Successor Trustee; however, the Trust terminated on or about August 1, 2005, at which time the Property and other assets were distributed by the Successor Trustee to the beneficiaries of the Trust, Jessica Rosier and Michael Rosier, and who assigned their interest in the Property to the Landlords. The parties intend that the Existing Tenant shall be jointly and severally liable with the New Tenant for the obligations of the Existing Tenant under this Agreement of Lease up to and including July 31, 2007. Thereafter, except for any obligations under this Agreement of Lease as of July 31, 2007, the liability of the Existing Tenant under this Agreement of Lease shall cease and all liability under this Agreement of Lease shall be the responsibility of the New Tenant.

IN CONSIDERATION of the Rents hereinafter reserved and the agreements hereinafter set forth, Landlord and Tenant do hereby agree as follows.

1. **Lease of Premises.** Landlord hereby leases to the Tenant and Tenant rents from the Landlord the Premises, consisting of the Property, together with all buildings, leasehold improvements and other structures now situate thereon (collectively, the "Building"); the Building and the Property are hereinafter collectively referred to as the "Premises".

2. **Term.** The Term of this Lease shall be a period of five (5) Lease Years commencing September 1, 2005. The term "Lease Year" means a period of twelve (12) consecutive

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all calendar months. The first Lease Year shall begin on October 1, 2005. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year. In the event the Liquor License is not transferred to the New Tenant by October 31, 2005, this Agreement of Lease shall be void and of no effect, the New Tenant shall have no liability hereunder, and the Existing Tenant shall be liable for any and all obligations of the Tenant under the Existing Lease as Extended.

3. **Acceptance.** By its entry into this Lease, Tenant accepts the Premises, "as is," and Tenant represents and acknowledges to Landlord that Tenant has satisfied itself as to the use which is permitted to make up the Premises and has inspected the Premises, and the streets, sidewalks, curbs, utilities and access ways contiguous to or adjoining the same, and that the same are in all ways acceptable to Tenant for use by Tenant pursuant to this Lease, in the condition or state in which they are now found, and that Landlord has made no express or implied warranty, representation or covenant to or with Tenant with respect to the same, other than as may be set forth expressly herein.

4. **Rent.** Tenant, including the Existing Tenant and the New Tenant, jointly and severally for all obligations of the Tenant through July 31, 2007, covenants and agrees to pay to Landlord during the Term, as Rent for the Premises, the aggregate of all Basic Rent and Additional Rent due hereunder, as follows.

4.1. **Basic Rent.** The Basic Rent ("Basic Rent") shall be payable in equal monthly installments in advance on the first day of each full calendar month during the Term, without any deduction or setoff whatsoever, and without demand. The first monthly payment shall include any prorated Basic Rent for the period from the date of the commencement of the Term to the first day of the first full calendar month. As Basic Rent for the Premises, the Tenant shall pay to the Landlord all of the following:

4.1.1. For the first Lease Year of the Term, the Basic Rent shall be the annual sum of Thirteen Thousand Eight Hundred Dollars (\$13,800) payable in consecutive and equal monthly installments of One Thousand One Hundred Fifty (\$1,150) each, for which both the Existing Tenant and the New Tenant shall be jointly and severally liable to the Landlord.

4.1.2. For the second Lease Year of the Term, the Basic Rent shall be the annual sum of Fourteen Thousand Four Hundred Dollars (\$14,400), payable in consecutive and equal monthly installments of One Thousand Two Hundred Dollars (\$1,200) each, for which both the Existing Tenant and the New Tenant shall be jointly and severally liable to the Landlord.

4.1.3. For each of the third, fourth and fifth Lease Years of the Term, the Basic Rent shall be the annual sum of Fifteen Thousand Six Hundred Dollars (\$15,600) payable in consecutive and equal monthly installments of One Thousand Three Hundred Dollars (\$1,300) each, for which the New Tenant shall be jointly and severally liable to the Landlord.

4.2. **Additional Rent.** Tenant's liability for all other expenses described in this Lease, together with each and every charge, cost, fee or expense due and payable from Tenant as set forth in this Lease (other than Basic Rent), shall be deemed Additional Rent ("Additional

ment") and shall be payable as provided in such Sections or Subsections or otherwise as provided in this Lease.

4.3. **Security Interest.** Tenant grants to the Landlord a security interest in the liquor license for the Premises, to secure the payment of the Basic Rent and the Additional Rent provided for herein, and the Landlord is authorized to file one or more financing statements to perfect the security interest. The Security Interest granted to the Landlord herein shall be and constitute a First Priority Security Interest up to and including July 31, 2007 at which time, provided all obligations of the Existing Tenant and New Tenant are current under this Agreement of Lease and provided further that there has been no default under this Agreement of Lease, beginning August 1, 2007 the Security Interest granted to the Landlord shall be subordinate to and constitute a second lien to the Security Interest granted by the New Tenant to the existing Tenant to secure the payment by the New Tenant to the Existing Tenant of a portion of the purchase price to be paid by the New Tenant to the Existing Tenant for the purchase of the business known as "Bottoms Up Inn". The Existing Tenant acknowledges, understands and agrees that any Security Interest they have in the liquor license issued by the Baltimore County Liquor Control Board to the Existing Tenant at the property shall be subordinate and subject to in all respects the Security Interest granted to the Landlord herein; provided, however, beginning August 1, 2007 if all obligations of the Agreement of Lease have been satisfied and there is no default under the Agreement of Lease, at that time, the Security Interest granted to the Landlord shall be subordinate to the Security Interest granted to the Existing Tenant.

5. **Permitted Use.** Tenant shall not use or permit the Premises, or any part hereof, to be used for any purposes other than for a restaurant and tavern business (the "Permitted Use"). The use of the Premises for any other purpose is specifically prohibited. Furthermore, no use of the Premises shall be made or permitted to be made that shall result in: (i) waste of the Premises or any part thereof; (ii) a public or private nuisance that may disturb the quiet enjoyment of Landlord or adjacent property owners; (iii) improper, unlawful or objectionable use.

6. **Compliance with Rules, Ordinances, Etc.** Tenant shall, throughout the Term, at Tenant's sole cost and expense, promptly comply with all laws, ordinances, notices, orders, rules, regulations and requirements of or made by any and all federal, state or municipal governments, and of the appropriate departments, commissions, boards and officers thereof, as well as any and all notices, orders, rules and regulations of the National Board of Fire Underwriters, or any other body now or hereafter constituted and exercising similar functions, relating to all or any part of the Premises. Tenant shall likewise observe and comply with the requirements imposed by any and all policies of public liability, fire and other insurance at any time in force with respect to the Premises or with respect to the Building, any other improvements upon the Premises, and/or equipment herein. Tenant shall comply with the National Fire Code which prohibits smoking in storage areas containing combustible products and shall install, at its expense, "No Smoking" signs in those areas of the Premises. Tenant shall also install fire extinguishers throughout the Premises and shall inspect such extinguishers at least once a year and refill and maintain such extinguishers as often as necessary.

7. **Hazardous Materials.**

7.1. **Generally.** Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord (which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all Environmental Laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises). If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premise. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by Tenant results in any contamination of the Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises.

7.2. **Restriction on Assignment, Subletting.** It shall not be unreasonable for Landlord to withhold its consent to any proposed assignment or sublease of the Lease if (i) the proposed transferee's anticipated use of the Premises involves the generation, storage, use, treatment or disposal of Hazardous Material; (ii) the proposed transferee has been required by any prior landlord, lender or governmental authority to take remedial action in connection with Hazardous Material contaminating a property if the contamination resulted from such transferee's actions or use of the property in question; or (iii) the proposed transferee is subject to an enforcement order issued by any governmental authority in connection with the use, disposal or storage of a Hazardous Material.

7.3. **Definitions.** As used herein, the following terms have the meanings ascribed:

7.3.1. "Appropriate Authorities" means all federal, state or County Governments, or the departments, commissions, boards and officers thereof having jurisdiction over the administration and enforcement of Environmental Laws, and such public or other officials as are

required to approve particular permits, licenses, consents, waivers or other approvals needed in connection with the use, storage or disposal of Hazardous Materials.

7.3.2. "Environmental Laws" means the Clean Air Act, the Resource Conservation Recovery Act of 1976, the Hazardous Material Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Consumer Product Safety Act, the Clean Water Act, the Federal Water Pollution Control Act, the National Environmental Policy Act, Md. Nat. Res. Code Ann., Title 8, and Md. Inv. Code Ann., Title 7, as each of the foregoing shall be amended from time to time, and any similar or successor laws, federal, state or local, or any rules or regulations promulgated thereunder.

7.3.3. "Hazardous Materials" means and includes asbestos; "oil, petroleum products and their by-products"; "hazardous substances"; "hazardous wastes" or "toxic substances", as those terms are used in Environmental Laws; or any substances or materials listed as hazardous or toxic in the United States Department of Transportation Table, or by the Environmental Protection Agency or any successor agency under any Environmental Laws.

8. Assignment and Subletting. Tenant shall not assign, mortgage or encumber this lease, in whole or in part, nor sublease all or any part of the Premises, nor permit other persons to occupy the Premises or any part thereof, nor grant any license or concession for all or any part of the Premises, without the prior written consent of Landlord in each instance, which consent Landlord may refuse to provide in the unfettered exercise of its discretion.

9. Abandonment of Premises or Personal Property; Surrender of Premises.

9.1. Abandonment. Tenant shall not vacate or abandon the Premises at any time during the Term of this Lease, but if Tenant does vacate or abandon the Premises or is dispossessed by process of law then any personal property belonging to Tenant and left on the Premises may, at the option of the Landlord, be deemed to have been abandoned by Tenant.

9.2. Surrender. At the expiration or earlier termination of the Term of this lease, Tenant shall peaceably surrender the Premises in broom clean condition and good order and repair and otherwise in the same condition as the Premises were upon the commencement of this lease.

9.3. Removal of Tenant's Improvements. If Landlord elects to require that alterations, installations, changes, replacements, additions or improvements made by Tenant to the Premises be removed at the termination of this Lease, then Tenant hereby agrees to cause the same to be removed at its sole cost and expense. If Tenant fails to remove the same, then Landlord may cause them to be removed at Tenant's expense, and Tenant hereby agrees to reimburse Landlord for the cost of such removal, together with all and any damages which Landlord may suffer and sustain by reason of Tenant's failure to remove the same.

9.4. **Removal of Personal Property.** At the expiration or earlier termination of the Term of this Lease, Tenant shall immediately remove all personal property which it owns and is permitted to remove from the Premises under the provisions of this Lease.

10. **Maintenance, Repairs and Alterations.**

10.1. **Repairs to be Made by Tenant; Maintenance of Premises.** Except as provided in Section 14, Landlord shall have no obligation whatsoever to maintain or repair the Premises, or to perform any alterations required in order to comply with the provisions of any law, regulation, rule or ordinance now existing or hereafter enacted or promulgated by governmental authorities. All repairs, maintenance or alterations to the Premises (except Landlord's limited responsibilities in Section 10.4) or any installations, equipment or facilities therein, which are required or permitted to be made under this Lease, shall be made by Tenant at its expense. Without limiting the generality of the foregoing, Tenant shall at all times at its own expense keep and maintain the Premises in good order and repair, and in a neat, safe, clean and orderly condition, including, but not limited to, reasonable periodic painting and making all structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen repairs and replacements to the Premises including, without limitation, repairs and replacements to the other components of the building, plumbing and electrical apparatus therein and to the window glass within the Premises. Tenant will not overload the electrical wiring serving the Premises or within the Premises, and will install, at its own expense, under Landlord's supervision, but only after obtaining Landlord's written approval, any additional electrical wiring which may be required in connection with the Premises.

10.2. **Damage to Premises.** Tenant will repair promptly at its expense any damage to the Premises and, upon demand, shall reimburse Landlord (as Additional Rent) for the cost of the repair of any damage elsewhere in the Property, caused by or arising from the installation or removal of property or fixtures in or from the Premises, regardless of fault or by whom such damage shall be caused (unless caused by Landlord, its agents, employees or contractors), unless such damage is actually covered by, and claim paid by, Landlord's insurance respecting the Premises. If Tenant fails to commence such repairs within five (5) days after notice to do so, or to complete such repairs prior to the termination or sooner expiration of the Term, then Landlord may make or cause the same to be made and Tenant agrees to pay to Landlord promptly upon Landlord's demand, as Additional Rent, the cost thereof with interest thereon at the rate of 18% per annum (the "Default Rate") until paid. Tenant's obligation for Additional Rent hereunder shall survive the termination of this Lease.

10.3. **Alterations by Tenant.** Tenant will not make any alterations, renovations, improvements or other installations in, on or to any part of the Premises (including, without limitation, any alterations of the extension of the Premises, signs, structural alterations, or any cutting or drilling into any part of the Premises or any securing of any fixture, apparatus, or equipment of any kind to any part of the Premises) without Landlord's prior consent.

10.4. **Exterior Repairs.** Except for damage caused by the Tenant, its employees or invitees, which shall be repaired at the expense of the Tenant, Landlord shall make necessary repairs and replacements to the roof, exterior walls, structural columns, roof penetrations and structural floors of the Premises.

11. **Taxes.** Tenant shall pay in the first instance all Taxes levied upon or assessed against the land and improvements comprising the Premises and the appurtenances thereto during the Term of this Lease. Upon demand of the Landlord, Tenant shall reimburse Landlord, promptly on demand, as Additional Rent, for all Taxes paid by Landlord. The term "Taxes" shall be defined as (i) all real estate and other ad valorem taxes, including, without limitation, real estate rental, receipt or gross receipt tax or any other tax on Landlord (excluding Landlord's income taxes), now or hereafter imposed by any federal, state or local taxing authority and whether as a substitution for or in addition to the present method of real property taxation currently in use; (ii) attorney's and appraiser's fees, if necessary, incurred in connection with any negotiation, contest or appeal pursued by Landlord which results in a reduction of Taxes, and (iii) any metropolitan district water and sewer charges and other governmental charges which customarily are part of the real estate tax bill issued by governmental authorities charged with said responsibility. Tenant shall have the right to contest, in good faith and at its expense, any increased assessment of Taxes. Landlord shall provide the Tenant with a copy of new assessments within fifteen (15) days after the date Landlord receives the same.

12. **Utilities.** Tenant shall promptly pay when due the charges for all utility services rendered or furnished to the Premises, including, without limitation, water (whether by meter or submeter), electricity, telephone, sanitary sewer service, and any other public utility service now or hereafter provided to the Premises, together with all taxes, levies and other charges on such utilities. If Tenant defaults in the payment of any such charges or taxes, Landlord may, at its option, pay the same for and on Tenant's account, in which event Tenant shall promptly reimburse Landlord therefor.

13. **Indemnity and Insurance.**

13.1. **Indemnity by Tenant.** To the extent permitted by law and subject to the provisions of Section 13.3, Tenant shall and does hereby indemnify Landlord and agrees to save Landlord harmless and, at Landlord's option, defend it from and against any and all claims, actions, damages, liabilities and expenses (including attorneys' and other professional fees) judgments, settlement payments, and fines paid, incurred or suffered by Landlord in connection with loss of life, personal injury and/or damage to property or the environment suffered by third parties arising from or out of the occupancy or use by Tenant of the Premises or any part thereof, occasioned wholly or in part by any act or omission of Tenant, its officers, agents, contractors, employees or invitees, or arising, directly or indirectly, wholly or in part, from any conduct, activity, act, omission, or operation involving the use, handling, generation, treatment, storage, disposal, other management or release of any Hazardous Substance in, from or to the Premises, whether or not Tenant may have acted negligently with respect to such Hazardous Substance. Tenant's obligations pursuant to this Section shall survive any termination of this Lease with respect to any act, omission or occurrence which took place prior to such termination.

13.2. **Limitation on Landlord's Liability for Loss, Damage and Injury.** To the maximum extent permitted by law, Tenant shall occupy and use the Premises at Tenant's own risk. All property of Tenant, its employees, agents or invitees, or of any other person located in or on the Premises, shall be and remain at the sole risk of Tenant or such employee, agent, invitee or

other person. Tenant hereby expressly agrees that Landlord and its agents, servants and employees shall not be liable or responsible for, and Tenant does hereby save them harmless from, any damage or injury to the person or property of Tenant, or its agents, servants, employees, licensees, invitees or contractors, directly or indirectly caused by (a) dampness or water in any part of the Premises; (b) bursting, leaking or overflowing of water, sewer, steam, gas or sprinkler pipes and heating or plumbing fixtures; (c) air-conditioning or heating failures; (d) interference with light, air or other incorporeal hereditaments; (e) operations in the construction of any public or quasi-public work; (f) theft or other crime, whether violent or non-violent in nature; (g) fire, accident, natural disorder or other casualty; (h) latent or apparent defect or change of condition in the Premises; and (i) any other source, circumstance or cause whatsoever. The foregoing waiver and release is intended by Landlord and Tenant to be absolute and unconditional, and without exception; provided that such waiver and release shall not apply to the omission, fault, negligence, or other misconduct of Landlord except to the extent such omission, fault, negligence or other misconduct is waived by Tenant after the occurrence or is waived pursuant to Tenant's policies of fire insurance with standard broad form coverage endorsements, which waiver Tenant is obligated to obtain and shall be liable for failure to obtain.

13.3. Waiver of Right of Recovery. Except as provided in Section 7, neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees if, and to the extent that, any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to Section 13.4. The provisions of this Section 13.3 shall not limit the indemnification for liability to third parties pursuant to Section 13.1.

13.4. Tenant's Insurance. Tenant, at its expense, shall obtain and maintain in effect as long as this Lease remains in effect and during such other time as Tenant occupies the premises or any part thereof, insurance policies providing at least the following coverage:

13.4.1. commercial general liability insurance written on an occurrence basis with respect to the Premises and the business operated by Tenant and any subtenants, concessionaires or licensees of Tenant, to afford insurance against personal injury, death and property damage, and including insurance against assumed or contractual liability under this Lease, specifically including the liability of Tenant arising out of the indemnities provided in Section 13.1, with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate;

13.4.2. fire insurance with standard broad-form extended coverage and written at replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Premises; and

13.4.3. if and to the extent required by law, worker's compensation or similar insurance in form and amounts required by law.

13.5. **Tenant's Contractor's Insurance.** Tenant shall require any contractor of Tenant performing work on or about the Premises to carry and maintain, at no expense to Landlord:

13.5.1. commercial general liability insurance written on an occurrence basis with respect to the Premises and the business operated by Tenant and any subtenants, concessionaires or licensees of Tenant, to afford insurance against personal injury, death and property damage, and including insurance against assumed or contractual liability under this Lease, with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate;

13.5.2. comprehensive automobile liability insurance with limits for each occurrence of not less than One Million Dollars (\$1,000,000) with respect to personal injury or death and Five Hundred Thousand Dollars (\$500,000) with respect to property damage; and

13.5.3. worker's compensation or similar insurance in form and amounts required by law.

13.6. **Policy Requirements.** The company or companies writing any insurance which Tenant or Tenant's contractor is required to carry and maintain or cause to be carried or maintained pursuant to Subsections 13.4 and 13.5, as well as the form of such insurance, shall at all times be subject to Landlord's approval and any such company or companies shall have a rating of at least B+ or better and a financial size rating of X or larger from *Best's Key Rating Guide and Supplemental Service, Property/Casualty* (or comparable rating from a comparable insurance rating service), and shall be licensed to do business in the State of Maryland. Public liability and all-risk casualty insurance policies evidencing such insurance shall name Landlord and/or its designee(s) as additional insured, shall be primary and non-contributory, and shall also contain a provision by which the insurer agrees that such policy shall not be canceled, materially changed or not renewed without at least thirty (30) days advance notice to Landlord, by certified mail, return receipt requested, or to its designee. None of the insurance which Tenant is required to carry and maintain or cause to be carried or maintained pursuant to the previous Sections shall contain any deductible provisions except to the extent approved by Landlord. Each such policy, or a certificate thereof, shall be deposited with Landlord by Tenant promptly upon commencement of Tenant's obligation to procure the same.

13.7. **Tenant's Failure to Insure.** If Tenant fails to obtain insurance as required under this Section then Landlord may, but shall not be obligated to, obtain such insurance, and in such event, Tenant agrees to pay, as Additional Rent, the premium for such insurance upon demand by Landlord.

13.8. **No Violations of Policies.** Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in companies acceptable to Landlord.

13.9. **Landlord's Insurance; Tenant to Pay Landlord's Insurance Costs.** Landlord shall maintain in force insurance coverage with respect to the Premises, including

"All Risk" casualty insurance, rent insurance, and such other insurance deemed appropriate by Landlord with such coverage limits, deductible amounts and companies as Landlord may determine. Tenant will reimburse Landlord, promptly on demand, as Additional Rent, for the cost of all such premiums for maintaining such insurance (the "Insurance Costs") in each Lease Year.

14. **Damage and Destruction.**

14.1. **Tenant's Obligation to Repair and Reconstruct.** If the Premises shall be damaged by fire, the elements, accident or other casualty (any of such causes being referred to herein as a "Casualty"), then Tenant shall promptly cause such damage to be repaired and there shall be no abatement of Rent. Insurance proceeds due to Casualty recovered by reason of a Casualty on the Premises shall be paid to Landlord to be held in escrow for Tenant, and such proceeds shall be used to repair and restore the improvements so damaged with the same type of material and quality of construction as when the improvements were originally constructed. Any excess shall be the property of the Landlord. If the insurance proceeds are insufficient to pay for the full cost of repair and restoration of the improvements, Tenant shall deposit the deficiency with Landlord within thirty (30) days of the payment of insurance proceeds by the insurance carrier, and such sum shall be disbursed by Landlord following disbursement of the insurance proceeds to pay for the completion of the repair and restoration. In the event of destruction of more than ninety percent (90%) of the building on the Premises, the Landlord may elect not to repair, replace or reconstruct the building; insurance proceeds may be retained by the Landlord, this Lease shall immediately terminate, and Tenant shall have no liability for rent and/or additional rent which accrues after the date of destruction.

15. **Condemnation.** If the whole or any part of the Premises is taken under the power of eminent domain then this Lease shall terminate as to the part so taken on the date Tenant is required to yield possession thereof to the condemning authority. Landlord shall make necessary repairs and alterations to restore the part not taken to useful condition and the Basic Rent shall be reduced proportionately as to the portion of the Premises so taken. If the amount of the Premises so taken substantially impairs the usefulness of the Premises for the Permitted Use, then either party may terminate this Lease as of the date when Tenant is required to yield possession. All compensation awarded for any taking of the fee and the leasehold shall belong to and be the property of Landlord; provided, however, that Tenant, and not Landlord, shall be entitled to any portion of the award which does not serve to reduce Landlord's award and is made directly to Tenant in reimbursement for Tenant's cost of removal of its stock, trade fixtures, moving and relocation costs.

16. **Subordination and Attornment.** This Lease shall be subject and subordinate at all times to the lien of any underlying ground leases, mortgages or deeds of trust now or hereafter placed by Landlord upon the Property, and to any and all advances to be made thereunder, and to all renewals, replacements and extensions thereof. This subordination shall be self-operative, and no further instrument or act on the part of Tenant shall be required to effectuate such subordination. In confirmation thereof, Tenant shall promptly execute such further assurances as may be requested. Any mortgagee or trustee under any deed of trust may elect that this Lease shall have priority over its mortgage or deed of trust, and upon notification of such election by such mortgagee or trustee to Tenant, this Lease shall be deemed to have priority over such mortgage or deed of trust whether this

Lease is dated prior to or subsequent to the date of such mortgage or deed of trust. If any proceedings are brought for the foreclosure of any portion of the Property of which the Premises are a part, or if the power of sale under a mortgage or deed of trust is exercised, then Tenant, upon request, shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease. Tenant hereby appoints Landlord to be the attorney-in-fact of Tenant (which appointment is irrevocable and coupled with an interest) to execute and deliver any such instrument or instruments for and on behalf of and in the name of Tenant.

17. Defaults by the Tenant

17.1. Events of Default Defined. Each of the following shall be deemed an "Event of Default" under this Lease: (a) failure by Tenant to pay Basic Rent, Additional Rent, or any other sum required to be paid under the terms of this Lease, when and as due hereunder for a period of five (5) days following written notice from Landlord; or (b) failure by Tenant to perform or observe any other term, covenant, agreement or condition of this Lease on the part of Tenant to be performed, for a period of five (5) days after notice thereof from Landlord.

17.2. Landlord's Remedies for Default. Upon the occurrence of an Event of Default, Landlord shall have the right, at its election, immediately upon such Event of Default or at any time thereafter and while any such Event of Default shall continue, to exercise one or more of the following remedies: (a) Landlord may terminate this Lease, as well as all right, title and interest of Tenant hereunder, by giving written notice of Landlord's intention to terminate this Lease on the date of such given notice or on any later date specified therein, whereupon, on the date specified in such notice, Tenant's right to possession of the Premises shall cease and this Lease shall thereupon be terminated, except as to Tenant's liability for damages as hereafter set forth, as if the expiration of the term fixed in such notice were the end of the Term originally set forth in this Lease; (b) Landlord may re-enter the Premises, with or without legal process and using such force for such purposes as may be reasonably necessary, without being liable for prosecution thereof, and without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or preceding breach of covenants or conditions and, upon such reentry, Landlord may: (i) remove any and all of Tenant's property at the Premises; (ii) store Tenant's property in a public warehouse or elsewhere at the cost, risk and expense of Tenant without Landlord's being deemed guilty of trespass or liable for any loss or damage which may occur to Tenant's property; and (iii) upon five (5) days written notice to Tenant, which Landlord and Tenant agree is commercially reasonable, to sell at public or private sale any or all said property, whether exempt or not from sale under execution or attachment (such property being deemed charged with a lien in favor of Landlord for all Rent due hereunder), with the proceeds of sale to be applied: first, to the cost and expenses of retaking, or removal, storage, preparing for sale and sale of Tenant's property (including reasonable attorneys' fees); and second, to the payment of any sum due hereunder to Landlord (including Basic Rent, Additional Rent, and any other charges and damages theretofore and thereafter accruing); and third, any surplus to Tenant; and (c) Landlord may exercise any other remedy available to it at law, in equity, by statute or otherwise; and, for such purposes, Landlord shall be entitled to the benefit of all provisions of applicable city or county ordinances and public local laws and of the public general laws of the State of Maryland dealing with the speedy recovery of lands and tenements held over by tenants or proceedings in forcible entry and detainer. Upon any entry or re-entry by Landlord, with or without legal process, Landlord shall also have the right (but

not the obligation) to relet all or any part of the Premises, from time to time, at the risk and expense of Tenant. No re-entry by Landlord with or without a declaration of termination shall be deemed to be an acceptance or a surrender of this Lease or as a release of Tenant's liability for damages under the provisions of this Section. Landlord shall have the right to let or relet the Premises for a longer or shorter term than that remaining after Tenant's default, to lease more or less area than that contained in the Premises, to lease the Premises together with other premises or property owned or controlled by Landlord, and to change the character or use of the Premises. Landlord shall be entitled to deduct from any amounts received from any such letting or reletting all reasonable costs and expenses incurred in connection with Tenant's default, including, but not limited to, the cost to repair, restore, renovate or decorate the Premises for a new tenant, together with reasonable attorneys' fees, real estate commissions, the cost of any legal actions brought against Tenant and any other costs reasonably incurred.

17.3. WAIVER OF JURY TRIAL. LANDLORD AND TENANT HEREBY JOINTLY AND SEVERALLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY LANDLORD OR TENANT ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE. THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES OTHER THAN LANDLORD OR TENANT. LANDLORD AND TENANT MAKE THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY. EACH PARTY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS MUTUAL WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. IF LANDLORD COMMENCES ANY PROCEEDINGS FOR THE NON-PAYMENT OF RENT, TENANT WILL NOT INTERPOSE ANY COUNTERCLAIM OF WHATEVER NATURE OR DESCRIPTION IN ANY SUCH PROCEEDING. THIS SHALL NOT, HOWEVER, BE CONSTRUED AS A WAIVER OF TENANT'S RIGHT TO ASSERT SUCH CLAIMS IN ANY SEPARATE ACTION OR ACTIONS BROUGHT BY TENANT.

18. Liability of New Tenant and Existing Tenant. The New Tenant and the Existing Tenant shall be jointly and severally liable to the Landlord for all obligations of this Lease through July 31, 2007. The Existing Tenant shall have no liability for any obligations of the Tenant under this Lease, which accrue on or after August 1, 2007. The New Tenant shall be solely liable and responsible to the Landlord for all obligations of this Lease, which accrue on or after August 1, 2007.

19. Quiet Possession. Tenant, if and so long as it pays all Rent due hereunder, performs and observes the other terms and covenants to be performed and kept by it as provided in this Lease, and complies with the restrictions and easements of record, shall have the peaceable and quiet possession of the Premises during the Term free of any claims of Landlord or anyone claiming by, through or under Landlord, subject, however, to the terms of this Lease and to matters of public record.

20. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be conclusively presumed to have been received when actually delivered, or three (3) days after mailing by United States mail, first class, registered or certified mail, postage prepaid, or by courier service, service fees prepaid. Notices to Tenant shall be mailed, delivered or addressed to the Premises and to 16 Shore Road, Baltimore, Maryland 21219. Notices to Landlord shall be delivered or addressed to 4910 White Marsh Road, Baltimore, Maryland 21237. Either party may, at any time, in the manner set forth for giving notices to the other, set forth a different address to which notices to it shall be delivered or sent.

21. **No Modification.** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

22. **Severability.** If any portion of any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

23. **No Joint Venture.** Any intention to create a joint venture or partnership relation between the parties hereto is hereby expressly disclaimed.

24. **Captions and Headings.** The Article and Section captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

25. **Applicable Law.** This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Maryland.

26. **No Presumption.** There shall be no presumption that this Lease was prepared by or on behalf of either party and therefore neither party shall be prejudiced that any constructions or interpretations thereof shall be presumed for or against them by virtue of the author or drafters thereof.

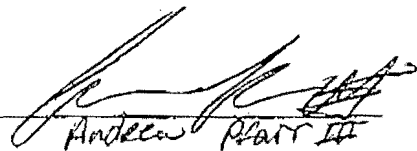
27. **Time.** Time is of the essence of this Lease.

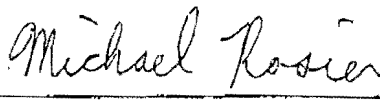
[signatures follow on next page]

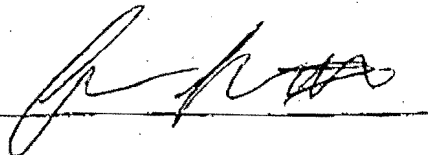
IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lease, or have caused the same to be executed on their respective behalves by their duly authorized representatives, the date and year first above written.

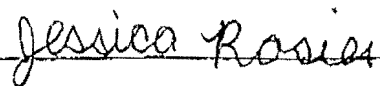
WITNESS:

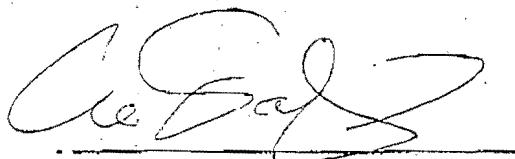
LANDLORD:


Andrew Platt III

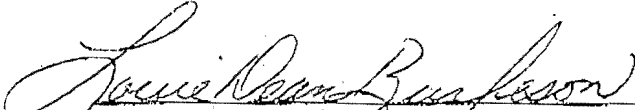

Michael Rosier (seal)

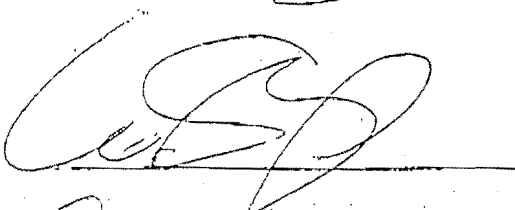


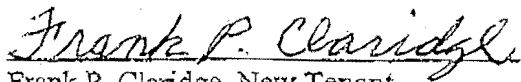

Jessica Rosier (seal)

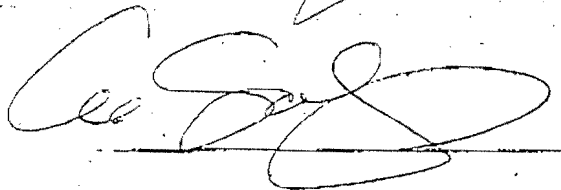


TENANT:


Louie Dean Burleson, Existing Tenant (seal)




Frank P. Claridge, New Tenant (seal)




Deborah Claridge, New Tenant (seal)

IN RE: PETITIONS FOR SPECIAL HEARING
AND VARIANCE – NW/S Pulaski Hwy.,
500' NW of the c/l Middle River Road
(9610 Pulaski Highway)
15th Election District
6th Council District

Norino Properties, LLC, Owners;
AM Becker, Inc., Contract Lessees

* BEFORE THE
* ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* Case No. 04-579-SPHA
*

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of Petitions for Special Hearing and Variance filed by the owners of the subject property, Norino Properties, LLC, and the Contract Lessees, A. M. Becker, Inc., through their attorney, Deborah C. Dopkin, Esquire. The Petitioners request a special hearing to approve an existing restaurant as a legal, nonconforming use, and a variance from Section 104.3 of the Baltimore County Zoning Regulations (B.C.Z.R.) to permit an expansion of a nonconforming use in excess of the permitted 25%. In addition, relief is requested from Section 238.1 of the B.C.Z.R. to permit a front setback of 15 feet in lieu of the required 50 feet for a proposed vestibule. The subject property and requested relief are more particularly described on the site plan submitted which was accepted into evidence and marked as Petitioner's Exhibit 1.

Appearing at the requisite public hearing in support of the request were Joanna Alrub, on behalf of A. M. Becker, Inc., Contract Lessees, Donald E. Hicks and Sean Schmidt, on behalf of Hicks Engineering Associates, the consultants who prepared the site plan for this property, and Deborah C. Dopkin, Esquire, attorney for the Petitioners. Also appearing in support of the request were Mark Colaianni and David Giusto. There were no Protestants or other interested persons present.

Testimony and evidence offered revealed that the subject property is a rectangular shaped parcel located on the northwest side of Pulaski Highway, just east of Middle River Road in a commercial/industrial area of White Marsh. Immediately to the west, the site abuts a Royal Farm

Store Gas n Go operation with a convenience store. To the east, the property abuts an auto body repair shop. The Pulaski Business Park and other industrial/manufacturing uses are located nearby. The property contains a gross area of 1.42 acres, more or less, split zoned B.R. and M.L.-A.S. The predominant zoning of the property is M.L.-A.S.; however, a 32.5'-wide strip along the western property line is zoned B.R. The improvements on the site as described hereinafter are located within the M.L.-A.S. zoned portion of the property.

In this regard, the property is presently improved with a building that has apparently existed on the site since 1944. As shown on the site plan, the building is comprised of four sections, in that the original structure was added onto over the years. Collectively, these four sections contain 3,777.76 sq.ft. in area and have been used in conjunction with one another as a restaurant/tavern for many years. As shown on the site plan, the western section of the existing structure is comprised of a two-story building, 36.5' wide and 27.34' deep. Adjacent thereto is a larger one-story section, which is 82.73' wide and 31.5' deep. To the rear of those two sections is a one-story addition, 44.7' wide by 16' deep in dimension. Finally, on the eastern end is another one-story addition, which is 20' wide and 31.5 feet deep.

Apparently, the structure has fallen into a state of disrepair and is now under tentative lease to A. M. Becker, Inc., who proposes to redevelop the site as a restaurant to be known as the Chesapeake Crab House. The proposed improvements are more particularly described on the site plan submitted and the new floor plan depicted in the drawings marked as Petitioner's Exhibit 2. It is obvious that the proposed improvements will revitalize the site and represent an upgrade to the appearance and use of the property. As part of the improvements, the Petitioners propose the construction of a small vestibule addition, 10' x 8' in dimension, along the front of the building. The Petitioners request special hearing and variance relief as set forth above in order to proceed as proposed. In this regard, the property has a significant zoning history that dates back to 1949. On or about August 12, 1949, the property was reclassified from an "A" Residential use to a "B" Commercial use under Case No. 1480. Thereafter, on April 6, 1959 under Case No. 4618-X, approval was granted for the erection of an outdoor advertising sign. Finally, on September 22, 1960 in Case No. 5089-V approval was granted to permit the erection of a sign 37 feet in height in

lieu of the maximum allowed 25 feet. The documents associated with those cases were submitted at the hearing. Additionally, those records contain drawings of the improvements on the property as they existed at those respective times. An examination of the drawings from the prior cases discloses that a building footprint size of approximately 5290 sq.ft. has been occupied since 1949. This measurement was determined by scaling the existing improvements as shown on the drawings submitted in those cases. Obviously, the building has been changed over the years with the removal of certain portions and the replacement thereof by additions and other improvements.

As noted above, special hearing relief is requested to legitimize the restaurant operation as a nonconforming use. The restaurant/tavern use is not a use permitted by right or by special exception in the M.L.-A.S. zone. Thus, the business can be conducted only if same is determined to be nonconforming. In this regard, Mr. Giusto testified that he is a barber by profession and that he has occupied one of the sections of the existing structure since it was originally constructed in 1944. He testified that although there have been many different owners of this building, there has always been a tavern/restaurant business located therein.

Nonconforming uses are defined in Section 101 of the B.C.Z.R. and regulated by Section 104 thereof. Often the nonconforming use designation is sought to grandfather an otherwise illegal use. That is, if the Petitioner can establish that the use began prior to the effective date of the zoning regulation which prohibited such use, and the use has continued without interruption since that time, that use may continue as nonconforming.

The testimony and evidence presented in this case was persuasive to a finding that the restaurant use is nonconforming. The testimony of Mr. Giusto was particularly persuasive in that he has been a tenant on the property since the building was constructed in the mid-1940s. His undisputed testimony was that the restaurant/tavern use has been a continuous operation since that time. Thus, I find that the use is nonconforming and will grant relief under the Petition for Special Hearing.

Turning to the Petition for Variance, one portion of the variance relief requested appears to be unnecessary and shall be dismissed as moot. In this regard, the Petitioners seek relief to expand the building by the construction of the vestibule addition. As shown within the

computations contained on the site plan, it appears that the Petitioners believe that the proposed addition will exceed the 25% limitation to expanding the nonconforming use, as provided in Section 104.3 of the B.C.Z.R. However, based upon the documentation from the prior cases, it appears that the existing building has always occupied a footprint of nearly 5,300 sq.ft. Thus, I find that the proposed additions are within the 25% limitation and that the proposed vestibule may be constructed without a variance.

The second variance is to allow a reduced front yard setback for the proposed vestibule. In my judgment, that variance is warranted, given the unique configuration of the property and the location of the existing structure. I find that the Petitioners have met the requirements of Section 307 of the B.C.Z.R. for relief to be granted and that there will be no detrimental impact to adjacent properties.

Pursuant to the advertisement, posting of the property and public hearing on these Petitions held, and for the reasons set forth above, the relief requested shall be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this _____ day of August 2004 that the Petition for Special Hearing to approve an existing restaurant as a legal, nonconforming use, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED; and,

IT IS FURTHER ORDERED that the Petition for Variance seeking relief from Section 238.1 of the B.C.Z.R. to permit a front setback of 15 feet in lieu of the required 50 feet for a proposed vestibule, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED; and,

IT IS FURTHER ORDERED that the Petition for Variance seeking relief from Section 104.3 of the Baltimore County Zoning Regulations (B.C.Z.R.) to permit an expansion of a nonconforming use in excess of the permitted 25% be and is hereby DISMISSED AS MOOT.

Any appeal of this decision must be entered within thirty (30) days of the date hereof.

LES:bjs

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

PROPERTY RECORDS

Tax Acct. # (s) : 1518470560 / # 47580
Map Sheet : M SE
Lot (s) :
Parcel : 2
Subdiv.n : "293 NE Mid.River Rd."
Area (s) : 50' x 200.5' (10,025 s.f.)
Liber (s) : 2669
Folio : 151
E.D. / Prec. : 15 / 01
Zone : MLAS
CD :
Flood Zone : X
Dev'l Ref. : 22029 / 743
Use : Restaurant, Store, Merch.
Prop. Use : Bar - Restaurant

Demolition Permit: #B694070
Alterations, non-str.l demo.
Found.n : Basement
Electric : Y
Plumbing : Y
Water : Exist. Public
Sewer : Exist. Public
N.Gas : Y

LIQUOR LICENSE # CLASS D / ENCL

The date and the number of the most recent license to operate the bar - restaurant at 9611 Pulaski Hwy

THE PROPOSED RENOVATIONS AND ALTERATIONS DO NOT CHANGE OR INCREASE THE FOOTPRINT OR THE HEIGHT OF THE EXISTING STRUCTURE.

RENOVATION IMPROVEMENTS DO NOT EXCEED 45 % OF THE EXISTING

PARKING CALCULATIONS & NOTES

Restaurant Lounge	=	156
Bar.....	=	635
Kitchen.....	=	324
Halls, toilets, common areas=		600
Gross Floor area.....	=	1,715 sq. ft.

PARKING:
Tavern with "D" Liquor License: 20 spaces / 1,000 sq. ft. gross A.

1,715 sq. ft. / 1,000 sq. ft. = 18 x 20 sp. = 36 spaces needed.
Available for tavern at site..... = 13 "
Needed for " at adjacent site..... = 23 " needed.

Motel with 18 guest rooms: 18 spaces needed.
Needed for adjacent tavern.: 23 " @ less than 500' to ingress & egress
Total needed for both the motel and the tavern..... 41 spaces required.

Proposed available at the site....: 48 spaces provided (includes Emergency, Loading & Unloading)

Gross Site Area..= 12,390 sq. ft.
Net Site Area....= 10,890 "
Floor Area Ratio (FAR) including storage and utility spaces):
3,017 sq. ft. / 10,890 sq. ft. = 0.27

The site is not in (C.B.C.A.) Chesapeake Bay Critical Area.
" " 100 year flood zone.

The proposed covered front porch will have screen around to allow free air flow.

The site plan is based on a survey by L. G. Buerhaus (Registr. # 349) and Surveyor, L.G.B. Surveys LLC, dated 1/21/09.

The site plan is prepared according to # 409 Design Standards

PULASKI HIGHWAY

U.S. ROUTE 40 (150' R/W)

WBL

BR

EBL

ML AS

ML IM

ML AS

PRELIMINARY

PLAT TO ACCOMPANY SPECIAL HEARING & VARIANCE

9611 & 9615 PULASKI HIGHWAY
Election district: 15
Council " : 5
Zoning : ML-AS / ML-IM
Scale : 1" = 20'

SHEET 2
SITE PLAN

PROPOSED RENOVATIONS AND ALTERATIONS TO EXISTING BAR-RESTAURANT AT 9611 PULASKI HIGHWAY, MIDDLE RIVER MD. 21220
OWNER: MICHAEL ROSIER

C.C.M. INC.
CONSULTING & CONTRACTING INC. OF MD.
P.O. Box 333, Phoenix, MD 21131 410-592-5153
Fax: 410-592-3444

SCALE: 1" = 20'
DATE: 8 JULY, 2008
DWN: A.E.



2009-0284-SPHX

Melvin E. & Pearl L. Engle
5439 / 469
9619

Michael D. Rosier
22029 / 743
0.835 Ac.
9615

Michael D. Rosier
22029 / 743
0.250 Ac.
9611

"Blondie's Restaurant"

"Silver Moon" Diner
Ilias Protopappas
20784 / 561
9605

Proposed road widening by S.H.A. currently in progress.

289.85' TO N.E. CORNER OF MIDDLE RIVER RD.

EXIST. CONC. CURB

PARKING

Emergency

Motel Office

Motel

Motel

Motel

MOTEL

PROPOSED RENOVATIONS AND ALTERATIONS

TO

EXISTING BAR - RESTAURANT

AT

9611 PULASKI HIGHWAY, MIDDLE RIVER, MD. 21220

OWNER: MICHAEL ROSIER

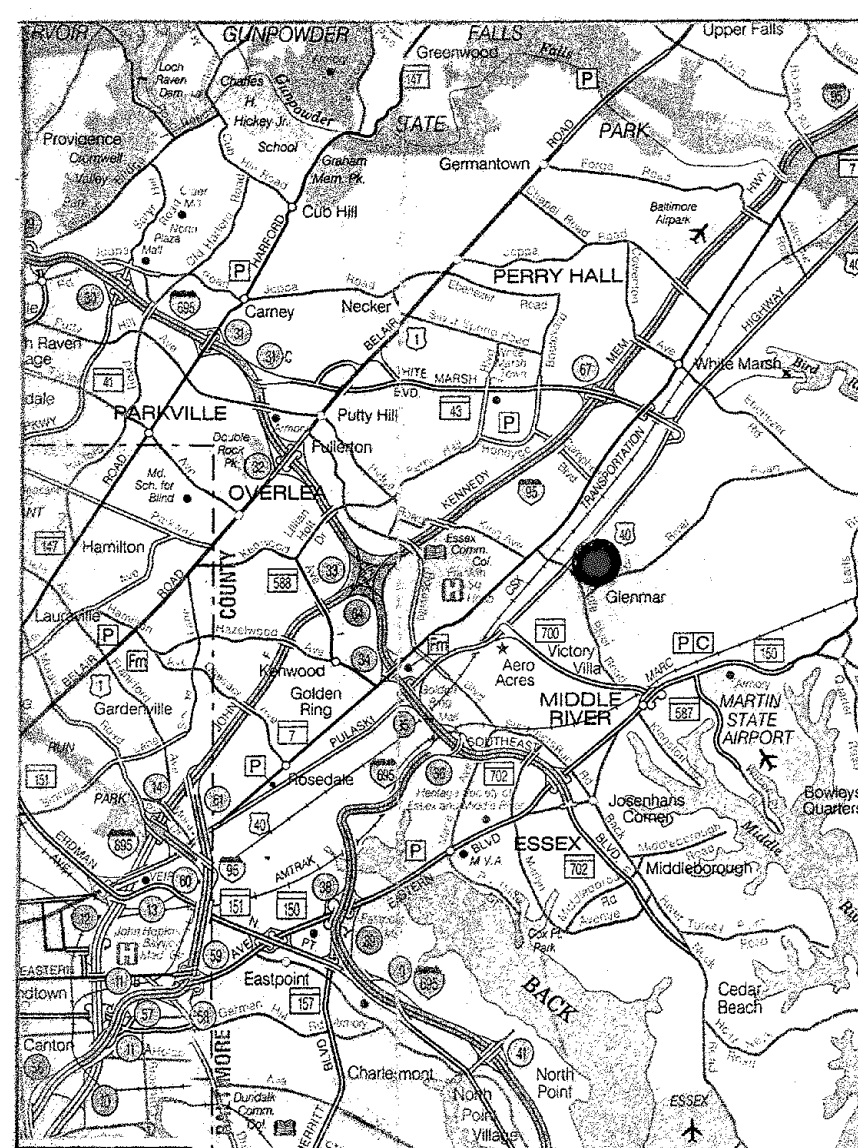
443 - 392 6507

INDEX OF DRAWINGS

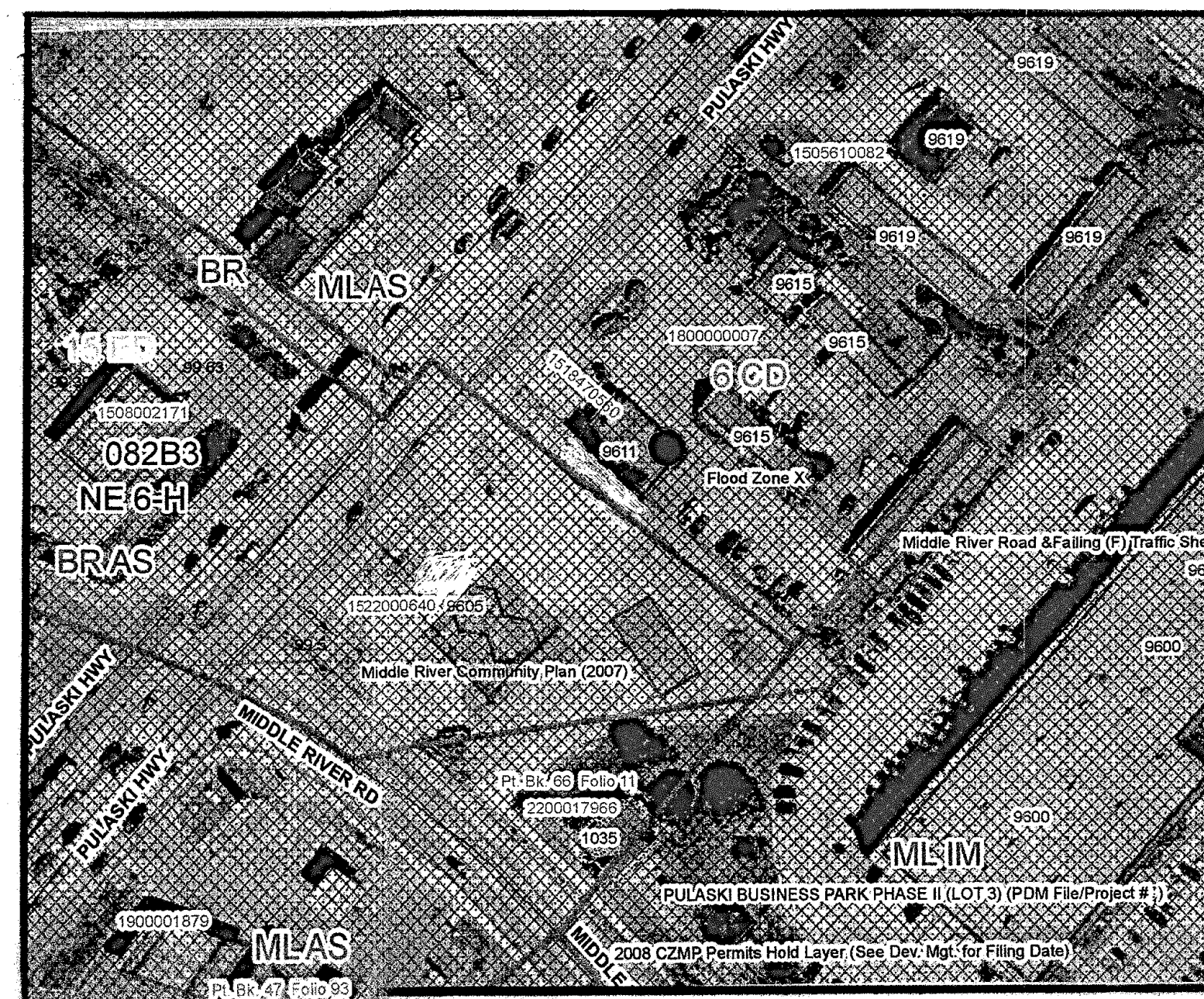
Sheet 1	-	Cover
" 2	-	Site Plan
" 3	-	Codes / Standards
" 4A	-	Specifications
" 4B	-	"
" 4C	-	"
" 4C1	-	"
" 4C2	-	"
" 5	-	Elevations
" 6	-	Floor / Framing Plans
" 7	-	Structural Details
" 8	-	Schedules / Details
" 9	-	Misc. Schedules
" P 1	-	Plumbing Plans & Specifications
" M 1	-	Mechanical " "
" E 1	-	Electrical " "
" E 2	-	Fire Alarm " "

GENERAL NOTES

- Drawings 1 - are prepared for the purpose of providing the details for the proposed renovations and structural alterations.
- All information shown on the drawings, location of existing and proposed framing components shall be verified at the site prior to its use. The use of such information without site verification shall be the responsibility of the contractor.
- The construction shall be in accordance with I.B.C. 2006 specifications, and Baltimore County requirements applicable to such work, regardless of whether they are specified on this drawing or not.
- The conditions for the proposed work shall be in accordance with the drawings and specifications. No change or deviation shall be made without the specific written approval of the Engineer or the County.
- The subject work shall be inspected and approved by Baltimore County as required. The contractor shall be responsible for all compliance.
- Any additional work at the site, if required, is the responsibility of the owner and/or his agents.
- The contractor shall coordinate all aspects related to the subject work.
- The contractor is responsible for, and will have control of any means, methods, techniques, sequences and procedures, or safety precautions and devices required in connection with the subject work.
- The site plan is based on a property survey by dated , and Baltimore County Department of Public Works Drawings Sheets No.5 of 68-051-1, No.1 of 66-041, and No. 2 of 89-1051.



VICINITY MAP
1" = 2 MI.



PROPERTY RECORDS

Tax Acct # (s) : 1518470560 / # 47580
Map Sheet : M SE
Lot (s) :
Parcel : 2
Subdiv.n : "293 NE Mid.River Rd."
Area (s) : 50' x 200.5' (10,025 s.f.)
Liber (s) : 2669
Folio : 151
E.D. / Prec. : 15 / 01
Zone : MLAS / ML-IM
CD :
Flood Zone : X
Deal Ref. : 22029 / 743
Use : Restaurant, Store, Merch.
Prop. Use : Bar - Restaurant

Demolition Permit: #B694070
Alterations, non-str.l demo.

Found.n : Basement
Electric : Y
Plumbing : Y
Water : Exist. Public
Sewer : Exist. Public
H.Gas : Y

LIQUOR LICENSE # CLASS D / BNL

The date and the number of the most recent license to operate the bar - restaurant at 9611 Pulaski Hwy

THE PROPOSED RENOVATIONS AND ALTERATIONS DO NOT CHANGE OR INCREASE THE FOOTPRINT OR THE HEIGHT OF THE EXISTING STRUCTURE.

RENOVATION IMPROVEMENTS DO NOT EXCEED 45% OF THE EXISTING

SCALE: AS SHOWN
DATE: 8 JULY, 2008
DWN: A.E.

SEAL

REVISIONS

C.C.M. INC.
CONSULTING & CONTRACTING INC. OF MD.
P.O. Box 333, Phoenix, MD 21131 410-592-5153
Fax: 410-592-3444

PROPOSED RENOVATIONS AND ALTERATIONS

TO EXISTING BAR - RESTAURANT

AT 9611 PULASKI HIGHWAY, MIDDLE RIVER, MD. 21220
OWNER: MICHAEL ROSIER

SHEET

COVER