

IN RE: PETITION FOR VARIANCE
(9654 Belair Road)
11th Election District
5th Councilman District
9654 Belair Road, Inc.
Petitioner

*
*
*
*
*

BEFORE THE OFFICE
OF ADMINISTRATIVE
HEARINGS FOR
BALTIMORE COUNTY
CASE NO. 2013-0133-A

* * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings (OAH) for Baltimore County as a Petition for Variance filed by John B. Gontrum, Esquire on behalf of 9654 Belair Road, Inc., the legal owner of the subject property. The Variance was filed pursuant to Baltimore County Zoning Regulations ("B.C.Z.R") as follows:

1. From Section 232.1 and Section 303.2 to permit a front building setback of 5' in lieu of the required 10' and 14.5' respectively.
2. From Section 232.3 to permit a rear yard of 2' in lieu of the required 20'.
3. From Section 409.4 to permit a one-way driving aisle of 9' in lieu of the required 12'.
4. From Section 409.6.A.2 to permit 76 available parking spaces in lieu of 189 spaces required.
5. From Section 409.8.A.4 to permit parking space setbacks of 0' and 5' from right of way lines in lieu of required 10'.
6. From Section 409.11 to permit no designated loading area.

The subject property and requested relief is more fully depicted on the site plan that was marked and accepted into evidence as Petitioners' Exhibit 1.

Appearing at the public hearing in support of the requests was Rick Richardson, from Richardson Engineering, LLC, Andrea Conrad and Michael Lancelotta. John B. Gontrum, Esquire appeared as counsel and represented the Petitioner. The file reveals that the Petition was

ORDER RECEIVED FOR FILING

Date 2/11/13
By Sen

properly advertised and the site was properly posted as required by the Baltimore County Zoning Regulations. There were no interested citizens in attendance and the file does not contain any letters of protest or opposition.

The Zoning Advisory Committee (ZAC) comments were received and made a part of the record of this case. The Department of Planning noted its support for the project, and the Bureau of Development Plans Review indicated a landscape plan would be required prior to permit issuance.

Testimony and evidence revealed that the subject property is .77 acres and is zoned BL-AS. The property is in the Perry Hall area. The site is improved with (among other buildings) a restaurant that has fallen into disrepair. The Petitioner--who is making a large capital investment--proposes to completely renovate the restaurant as shown on the drawing admitted as Exhibit 4.

Based upon the testimony and evidence presented, I will grant the request for variance relief. Under *Cromwell* and its progeny, to obtain variance relief requires a showing that:

- (1) The property is unique; and
- (2) If variance relief is denied, Petitioner will experience a practical difficulty or hardship.

Trinity Assembly of God v. People's Counsel, 407 Md. 53, 80 (2008).

Petitioner has met this test. As shown on the site plan, the property is of irregular dimensions. In addition, the Petitioner must contend with existing site conditions and nonconforming setbacks, etc. As such, the property is unique. If relief were denied, the Petitioner would experience a practical difficulty, given that it would be unable to complete the project as planned, which will be a dramatic improvement to and investment in the neighborhood.

As noted, the great majority of the relief seeks to simply "legitimize" the existing site conditions. Although the parking variance seeks a significant reduction in the number of required

ORDER RECEIVED FOR FILING
Date 2/11/13
By sen

spaces, counsel noted that the Petitioner will be offering free valet parking, and has entered into a lease agreement (Exhibit 2) with a neighboring owner where cars can be parked. Counsel also indicated that the Petitioner hopes to enter into a similar lease for additional parking with a health food store across the street from the subject property, which closes each day no later than 5 p.m. Finally, the nearest residential street (Kahlston Road) is posted with "no parking" signs, and ten (10) residents living on that road submitted statements indicating they are "in support of (or do not oppose)...the parking variance." Exhibit 5.

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

THEREFORE, IT IS ORDERED, this 11th day of February, 2013 by the Administrative Law Judge for Baltimore County, that the Petition for Variance seeking relief pursuant to Baltimore County Zoning Regulations ("B.C.Z.R") as follows:

1. From Section 232.1 and Section 303.2 to permit a front building setback of 5' in lieu of the required 10' and 14.5' respectively.
2. From Section 232.3 to permit a rear yard of 2' in lieu of the required 20'.
3. From Section 409.4 to permit a one-way driving aisle of 9' in lieu of the required 12'.
4. From Section 409.6.A.2 to permit 76 available parking spaces in lieu of 189 spaces required.
5. From Section 409.8.A.4 to permit parking space setbacks of 0' and 5' from right of way lines in lieu of required 10'.
6. From Section 409.11 to permit no designated loading area,

be and is hereby GRANTED.

ORDER RECEIVED FOR FILING

Date 2/11/13

By sln

The relief granted herein shall be conditioned upon and subject to the following:

1. The Petitioner may apply for any required permits and may 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 such time as the thirty (30) day appellate process from this Order has expired. If for whatever reason, this Order is reversed, the Petitioner will be required to return and be responsible for returning said property to its original condition.
2. A landscape plan must be submitted for approval by Baltimore County prior to the issuance of any permits.

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



JOHN E. BEVERUNGEN
Administrative Law Judge for
Baltimore County

JEB:sln

ORDER RECEIVED FOR FILING

Date 2/11/13
By sln



KEVIN KAMENETZ
County Executive

LAWRENCE M. STAHL
Managing Administrative Law Judge
JOHN E. BEVERUNGEN
Administrative Law Judge

February 11, 2013

John B. Gontrum, Esquire
1 W. Pennsylvania Avenue
Towson, Maryland 21204

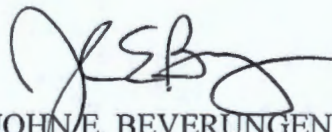
RE: Petition for Variance
Case No.: 2013-0133-A
Property: 9654 Belair Road

Dear Mr. Gontrum:

Enclosed please find a copy of the decision rendered in the above-captioned matter.

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Office of Administrative Hearings at 410-887-3868.

Sincerely,


JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:slh
Enclosure

c: Andrea Conrad, 9209 Georgia Belle Drive, Perry Hall, Maryland 21128
Michael Lancelotta, 9768 Red Clover Ct., Parkville, Maryland 21234
Rick Richardson, 30 E. Padonia Road, Suite 500, Timonium, Maryland 21093



PETITION FOR ZONING HEARING(S)

To be filed with the Department of Permits, Approvals and Inspections

To the Office of Administrative Law of Baltimore County for the property located at:

Address 9654 Belair Road which is presently zoned BL-AS
 Deed References: 8434/625 10 Digit Tax Account # 1111001025
 Property Owner(s) Printed Name(s) 9654 Belair Road, Inc.

(SELECT THE HEARING(S) BY MARKING **X** AT THE APPROPRIATE SELECTION AND PRINT OR TYPE THE PETITION REQUEST)

The undersigned legal owner(s) of the property situate in Baltimore County and which is described in the description and plan attached hereto and made a part hereof, hereby petition for:

1. a **Special Hearing** under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve
2. a **Special Exception** under the Zoning Regulations of Baltimore County to use the herein described property for
3. **X** a **Variance** from Section(s) see attached

of the zoning regulations of Baltimore County, to the zoning law of Baltimore County, for the following reasons:
 (Indicate below your hardship or practical difficulty or indicate below "TO BE PRESENTED AT HEARING". If you need additional space, you may add an attachment to this petition)

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

I, or we, agree to pay expenses of above petition(s), 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.

Legal Owner(s) Affirmation: I / we do so 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 / these Petition(s).

Contract Purchaser/Lessee:

Name- Type or Print

Signature

Mailing Address

City

State

Zip Code

Telephone #

Email Address

Attorney for Petitioner:

Name- Type or Print

Signature

Mailing Address

City

State

Zip Code

Telephone #

Email Address

Legal Owners (Petitioners):

Name #1 - Type or Print

Name #2 - Type or Print

Signature #1

Signature #2

Mailing Address

City

State

Zip Code

Telephone #

Email Address

Representative to be contacted:

Name - Type or Print

Signature

Mailing Address

City

State

Zip Code

Telephone #

Email Address

CASE NUMBER 2013-0133A

Filing Date 12/6/12

Do Not Schedule Dates: _____

Reviewer JCM

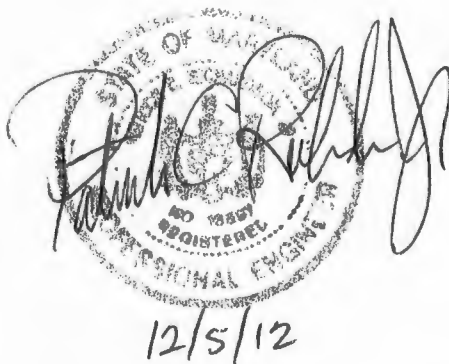
9654 BELAIR ROAD ZONING VARIANCES:

- 1) FROM SECTION 232.1 AND SECTION 303.2 TO PERMIT A FRONT BUILDING SETBACK OF 5' IN LIEU OF THE REQUIRED 10' AND 14.5 ' RESPECTIVELY.
- 2) FROM SECTION 232.3 TO PERMIT A REAR YARD OF 2' IN LIEU OF THE REQUIRED 20'
- 3) FROM SECTION 409.4 TO PERMIT A ONE-WAY DRIVING AISLE OF 9' IN LIEU OF THE REQUIRED 12'.
- 4) FROM SECTION 409.6.A.2 TO PERMIT 36 AVAILABLE PARKING SPACES IN LIEU OF 189 SPACES REQUIRED.
- 5) FROM SECTION 409.8.A.4. TO PERMIT PARKING SPACE SETBACKS OF 0' AND 5' FROM RIGHT OF WAY LINES IN LIEU OF REQUIRED 10'.
- 6) FROM SECTION 409.11 TO PERMIT NO DESIGNATED LOADING AREA.

**ZONING DESCRIPTION FOR
9654 BELAIR ROAD
11TH ELECTION DISTRICT
5TH COUNCILMANIC District
BALTIMORE COUNTY, MARYLAND**

BEGINNING FOR THE SAME at a point on the west side right-of-way of Belair Road (variable in width) at a distance of 182 feet south of the centerline intersection of Belair Road and Cliffvale Road (40 feet in width), thence binding on Belair Road; (1) South 41 degrees 43 minutes 45 seconds West 122.67 feet, (2) South 86 degrees 38 minutes 03 seconds West 26.65 feet to a point on the north side right-of-way of Kahlston Road (55 feet in width), thence binding on Kahlston Road the following courses and distances; (3) North 48 degrees 28 minutes 04 seconds West 35.37 feet, (4) South 40 degrees 57 minutes 55 seconds West 8.36 feet, (5) North 48 degrees 18 minutes 30 seconds West 112.99 feet, thence leaving Kahlston Road for the following courses and distances; (6) North 41 degrees 41 minutes 30 seconds East 150.00 feet, (7) South 48 degrees 18 minutes 30 seconds East 167.17 feet to the point of beginning;

Containing a net area of 24,434 square feet, or 0.56 acres of land, more or less.



12/5/12

The image shows a circular professional engineer seal for the State of Maryland. The seal contains the text "STATE OF MARYLAND", "PROFESSIONAL ENGINEER", and "NO. 10881". A signature is written over the seal, and the date "12/5/12" is handwritten below it.

PAID RECEIPT

Date 12/6/12

BUSINESS ACTUAL TIME DRW
2/06/2012 12/06/2012 10:16:34 6

REC 5506 WALKIN TAY TST
 RECEIPT # 636791 12/06/2012 OFLA

5. ZONING VERIFICATION

Receipt Tot 4385.00
\$385.00 CR 1.00 CA
Baltimore County, Maryland

[illegible]

Total: 385

Rec
From: 9654 Belma Rd, Inc.

For: 2013-2133-A

PLEASE PRESS HARD!!!!

CASHIER'S VALIDATION

CERTIFICATE OF POSTING
CERTIFICATE OF POSTINGRE: CASE NO: 2013-0133-A

PETITIONER/DEVELOPER _____

JOHN CONTRUM

DATE OF HEARING/CLOSING: _____

FEBRUARY 1, 2013

BALTIMORE COUNTY DEPARTMENT OF
PERMITS AND DEVELOPMENT MANAGEMENT
COUNTY OFFICE BUILDING, ROOM 111
111 WEST CHESAPEAKE AVENUE

ATTENTION:

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 AT 9654 BELAIR ROAD

THIS SIGN(S) WERE POSTED ON _____

January 9, 2013
(MONTH, DAY, YEAR)

SINCERELY,

Martin Ogle 1/9/13
SIGNATURE OF SIGN POSTER AND DATE:

MARTIN OGLE

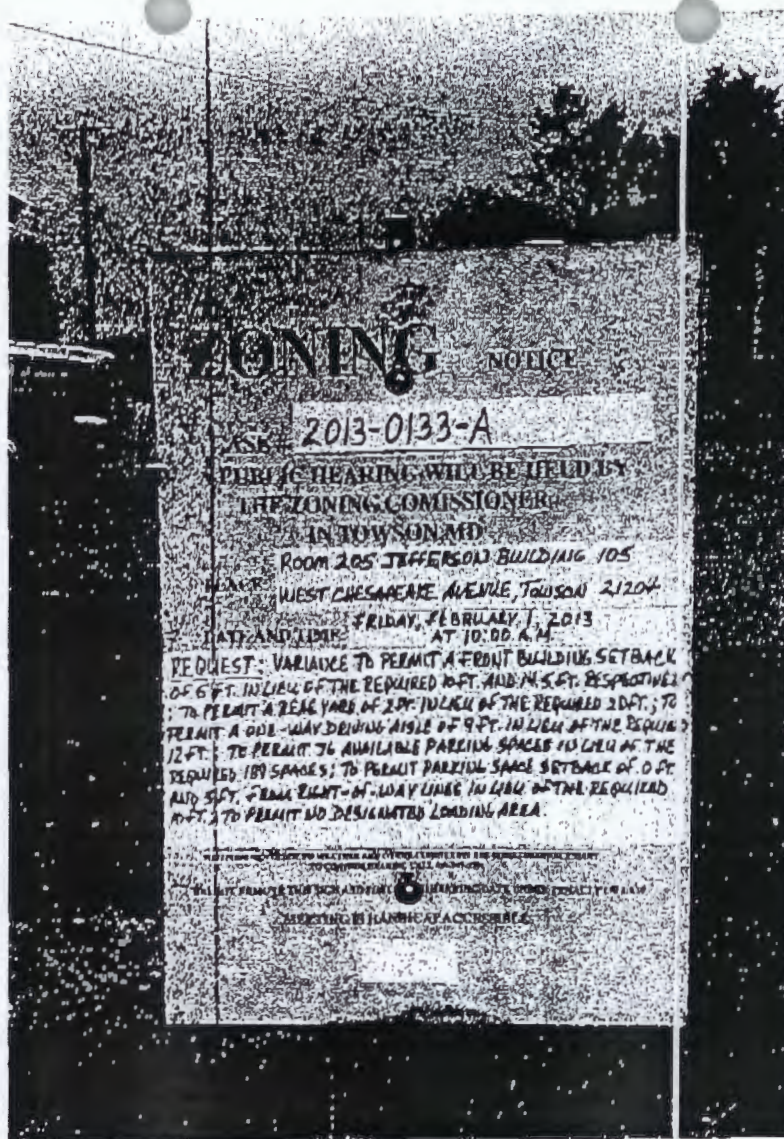
(SIGN POSTER)

60 CHELMSFORD COURT

BALTIMORE, MD 21220

(ADDRESS)

PHONE NUMBER: 443-629-3411



myalugle 1/9/13

Sherry Nuffer - 2013-0133-A

From: Sherry Nuffer
To: JGontrum@WTPlaw.com
Subject: 2013-0133-A
CC: Fisher, June; Lewis, Kristen

John,

I have no proof of sign posting for Hearing scheduled on February 1, 2013 @ 10:00 a.m. Can you or sign poster please fax to 410-887-3468.

Thank you,

NOTICE OF ZONING HEARING

The Administrative Law Judges 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: #2013-0133-A

9654 Belair Road

W/s Belair Road, 182 ft. +/- S of centerline of Cliffdale Road

11th Election District - 5th Councilmanic District

Legal Owner(s): 9654 Belair LLC, William Rupert

Variance to permit a front building setback of 5 ft. in lieu of the required 10 ft. and 14.5 ft. respectively; to permit a rear yard of 2 ft. in lieu of the required 20 ft.; to permit a one-way driving aisle of 9 ft. in lieu of the required 12 ft.; to permit 76 available parking spaces in lieu of the required 189 spaces; to permit parking space setback of 0 ft. and 5 ft. from right-of-way lines in lieu of the required 10 ft.; to permit no designated loading area.

Hearing: Friday, February 1, 2013 at 10:00 a.m. in Room 205, Jefferson Building, 105 West Chesapeake Avenue, Towson 21204.

ARNOLD JABLON, DIRECTOR OF PERMITS, APPROVALS AND INSPECTIONS FOR BALTIMORE COUNTY

NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Contact the Administrative Hearings Office at (410) 887-3868.

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

897526



501 N. Calvert Street, Baltimore, MD 21278

January 10, 2013

THIS IS TO CERTIFY, that the annexed advertisement was published in the following newspaper published in Baltimore County, Maryland, ONE TIME, said publication appearing on January 10, 2013.

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

PATUXENT PUBLISHING COMPANY

By: Susan Wilkinson

Susan Wilkinson

TO: PATUXENT PUBLISHING COMPANY
Thursday, December 10, 2012 Issue - Jeffersonian

Please forward billing to:
William Rupert
9654 Belair Road
Baltimore, MD 21236

410-256-0793

NOTICE OF ZONING HEARING

The Administrative Law Judge 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: 2013-0133-A

9654 Belair Road

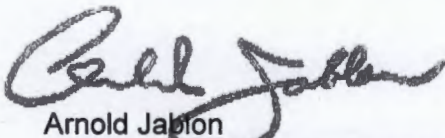
W/s Belair Road, 182 ft. +/- S of centerline of Clifdale Road

11th Election District – 5th Councilmanic District

Legal Owners: 9654 Belair LLC, William Rupert

Variance to permit a front building setback of 5 ft. in lieu of the required 10 ft. and 14.5 ft. respectively; to permit a rear yard of 2 ft. in lieu of the required 20 ft.; to permit a one-way driving aisle of 9 ft. in lieu of the required 12 ft.; to permit 76 available parking spaces in lieu of the required 189 spaces; to permit parking space setback of 0 ft. and 5 ft. from right-of-way lines in lieu of the required 10 ft.; to permit no designated loading area.

Hearing: Friday, February 1, 2013 at 10:00 a.m. in Room 205, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204



Arnold Jablon

Director of Permits, Approvals and Inspections for Baltimore County

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.
- (2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.



KEVIN KAMENETZ
County Executive

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

January 2, 2013

NOTICE OF ZONING HEARING

The Administrative Law Judges 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: 2013-0133-A

9654 Belair Road

W/s Belair Road, 182 ft. +/- S of centerline of Cliffdale Road

11th Election District – 5th Councilmanic District

Legal Owners: 9654 Belair LLC, William Rupert

Variance to permit a front building setback of 5 ft. in lieu of the required 10 ft. and 14.5 ft. respectively; to permit a rear yard of 2 ft. in lieu of the required 20 ft.; to permit a one-way driving aisle of 9 ft. in lieu of the required 12 ft.; to permit 76 available parking spaces in lieu of the required 189 spaces; to permit parking space setback of 0 ft. and 5 ft. from right-of-way lines in lieu of the required 10 ft.; to permit no designated loading area.

Hearing: Friday, February 1, 2013 at 10:00 a.m. in Room 205, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204

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

Arnold Jablon
Director

AJ:kl

C: John Gontrum, 1 W. Pennsylvania Avenue, Towson 21204
William Rupert, 9654 Belair Road, Baltimore 21236

- NOTES: (1) THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY SAT., DECEMBER 12, 2012.**
- (2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.
- (3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS

ZONING REVIEW

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighbor 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: 2013-0133-A

Petitioner: William Rupert

Address or Location: 9654 Belair Rd, Perry Hall Md 21236

PLEASE FORWARD ADVERTISING BILL TO:

Name: _____

Address: _____

Telephone Number: 410-256-0793



KEVIN KAMENETZ
County Executive

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

January 24, 2013

9654 Belair Road Inc
William Ruppert
9654 Belair Road
Baltimore MD 21236

RE: Case Number: 2013-0133 A, Address: 9654 Belair Road

Dear Mr. Ruppert:

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits, Approvals, and Inspection (PAI) on December 6, 2012. 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, reading "W. Carl Richards, Jr.", is written over a horizontal line.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR: jaf

Enclosures

c: People's Counsel
John B. Gontrum, Esquire, 1 W. Pennsylvania Avenue, Towson MD 21204

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



MARYLAND DEPARTMENT OF TRANSPORTATION

Darrell B. Mobley, Acting Secretary
Melinda B. Peters, Administrator

Date: 12-13-12

Ms. Kristen Lewis
Baltimore County Department of
Permits, Approvals and Inspections
County Office Building, Room 109
Towson, Maryland 21204

RE: Baltimore County
Item No. 2013-0133-A
Variance
9654 Belair Road, Wm. Ruppert
9654 Belair Road
US1

Dear Ms. Lewis:

We have reviewed the site plan to accompany petition for variance on the subject of the above captioned, which was received on 12-11-12. A field inspection and internal review reveals that an entrance onto 451 consistent with current State Highway Administration guidelines is required. As a condition of approval for Variance, Case Number 2013-0133-A, the applicant must contact the State Highway Administration to obtain an entrance permit.

Should you have any questions regarding this matter feel free to contact Richard Zeller at 410-545-5598 or 1-800-876-4742 extension 5598. Also, you may E-mail him at (rzeller@sha.state.md.us). Thank you for your attention.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven D. Foster".

Steven D. Foster, Chief
Access Management Division

SDF/raz

cc: Mr. Michael Pasquariello, Utility Engineer, SHA
Mr. David Peake, District Engineer, SHA

A permit will be required to close the existing entrance on US1.

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.roads.maryland.gov

BALTIMORE COUNTY, MARYLAND
INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits, Approvals
And Inspections

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

SUBJECT: Zoning Advisory Committee Meeting
For December 24, 2012
Item No. 2013-0133

DATE: December 17, 2012

The Bureau of Development Plans Review has reviewed the subject zoning item and we have the following comment.

A landscape plan must be received and approved prior to the issuance of any permits for this site.

DAK:CEN
Cc: file

ZAC-ITEM NO 13-0133-12242012.doc

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon
Deputy Administrative Officer and
Director of Permits, Approvals and Inspections

DATE: January 14, 2013

FROM: Andrea Van Arsdale
Director, Department of Planning

SUBJECT: 9654 Belair Road

INFORMATION:

Item Number: 13-133

Petitioner: William Ruppert

Zoning: BL-AS

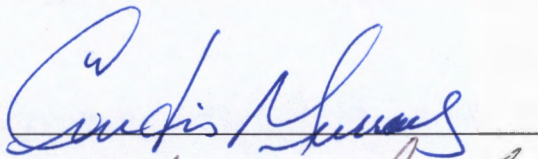
Requested Action: Variance

SUMMARY OF RECOMMENDATIONS:

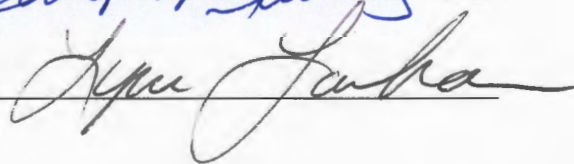
The Department of Planning has reviewed the petitioner's request and accompanying site plan. The Department of Planning supports the petitioner's request for multiple variances. The site has existed as a bar/restaurant for many years. The petitioner plans to renovate the existing building and construct and addition. The renovations and addition will revitalize the site and will be a vast improvement to the neighborhood and this portion of the Belair Road corridor.

For further information concerning the matters stated here in, please contact Krystle Patchak at 410-887-3480.

Prepared by:



Division Chief:
AVA/LL: CM



RECEIVED

JAN 15 2013

OFFICE OF ADMINISTRATIVE HEARINGS

MEMORANDUM

DATE: March 14, 2013
TO: Zoning Review Office
FROM: Office of Administrative Hearings
RE: Case No. 2013-0133-A - Appeal Period Expired

The appeal period for the above-referenced case expired on March 13, 2013. There being no appeal filed, the subject file is ready for return to the Zoning Review Office and is placed in the 'pick up box.'

c: ✓ Case File
Office of Administrative Hearings

RE: PETITION FOR VARIANCE
9654 Belair Road; W/S Belair Road,
182' S c/line of Cliffdale Road
11th Election & 5th Councilmanic Districts
Legal Owner(s): 9654 Belair Road, Inc
Petitioner(s)

* BEFORE THE OFFICE
* OF ADMINSTRATIVE
* HEARINGS FOR
* BALTIMORE COUNTY
* 2013-133-A

* * * * *

ENTRY OF APPEARANCE

Pursuant to Baltimore County Charter § 524.1, please enter the appearance of People's Counsel for Baltimore County as an interested party 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 and all documentation filed in the case.

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

RECEIVED

DEC 14 2012

.....

Carol 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 14th day of December, 2012, a copy of the foregoing Entry of Appearance was mailed to John Gontrum, Esquire, 1 Pennsylvania Avenue, Suite 300, Towson, Maryland 21204, Attorney for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Maryland Department of Assessments and Taxation
Real Property Data Search (vw1.1A)
BALTIMORE COUNTY

[Go Back](#)
[View Map](#)
[New Search](#)
[GroundRent](#)
[Redemption](#)
[GroundRent](#)
[Registration](#)

Account Identifier: District - 11 Account Number - 1111001025

Owner Information

Owner Name: 9654 BELAIR ROAD INC **Use:** COMMERCIAL
Mailing Address: 9654 A BELAIR RD **Principal Residence:** NO
BALTIMORE MD 21236-1107 **Deed Reference:** 1) /08434/ 00675
2)

Location & Structure Information

Premises Address 9654 BELAIR RD
0-0000
Legal Description PRT LT 1
NWS BELAIR RD
NE COR KAHLSTON RD

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:
0063	0021	0335		0000			1	1	Plat Ref: 0014/0030

Special Tax Areas **Town** NONE
Ad Valorem
Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
	11288	24,204 SF	23

Stories **Basement** **Type** **Exterior**
RESTAURANT

Value Information

	Base Value	Value	Phase-in Assessments	
		As Of	As Of	As Of
		01/01/2013	07/01/2012	07/01/2013
Land	462,700	462,700		
Improvements:	545,600	596,900		
Total:	1,008,300	1,059,600	1,008,300	1,025,400
Preferential Land:	0			0

Transfer Information

Seller: PERRY HALL COCKT AIL LOUNGE INC	Date: 03/23/1990	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /08434/ 00675	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

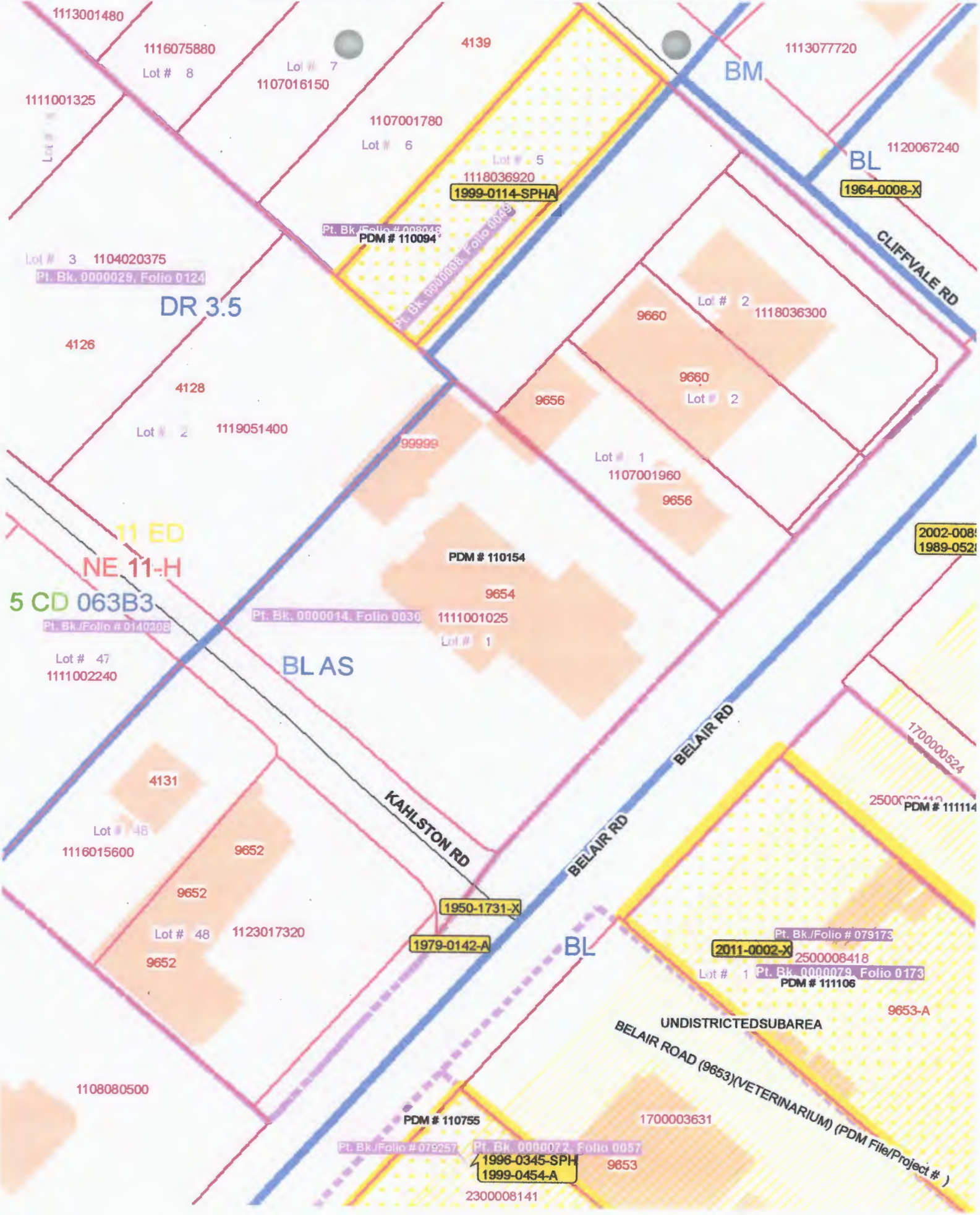
Exemption Information

Partial Exempt Assessments	Class	07/01/2012	07/01/2013
County	000	0.00	
State	000	0.00	
Municipal	000	0.00	0.00

Tax Exempt: **Special Tax Recapture:**
Exempt Class: NONE

Homestead Application Information

Homestead Application Status: No Application



1113001480

1116075880

Lot # 8

Lot # 7
1107016150

4139

1113077720

BM

1111001325

1107001780

Lot # 6

Lot # 5

1118036920

1999-0114-SPHA

Pt. Bk. Folio # 008046
PDM # 110094

1964-0008-X

Lot # 3 1104020375

Pt. Bk. 0000029, Folio 0124

DR 3.5

4126

4128

Lot # 2 1119051400

Lot # 2

1118036300

9660

9660

Lot # 2

9656

Lot # 1

1107001960

9656

PDM # 110154

9654

Pt. Bk. 0000014, Folio 0030

1111001025

Lot # 1

2002-008
1989-052

11 ED
NE 11-H

5 CD 063B3

Pt. Bk./Folio # 0140308

Lot # 47
1111002240

BLAS

4131

Lot # 48

1116015600

9652

9652

Lot # 48

1123017320

9652

1950-1731-X

1979-0142-A

BL

Pt. Bk./Folio # 079173

2011-0002-X

2500008418

Lot # 1

Pt. Bk. 0000079, Folio 0173

PDM # 111106

9653-A

UNDISTRICTED SUBAREA

1108080500

PDM # 110755

Pt. Bk./Folio # 079257

Pt. Bk. 0000072, Folio 0057

1996-0345-SPH

1999-0454-A

9853

2300008141

1700003631

BELAIR ROAD (9653)(VETERINARIUM) (PDM File/Project #)

CASE NAME Conrad's Crabs
CASE NUMBER 2013-133A
DATE 2/1/13

[illegible]

JB 2/1 10am

Case No.: 2013-0133-A

Exhibit Sheet

JB
2/1/13

Petitioner/Developer

Protestant

No. 1	Sitz Plan	
No. 2	Laure	
No. 3	Sitz Photos on plat	
No. 4	Elevation Drawing	
No. 5	Neighborhood Petition	
No. 6		
No. 7		
No. 8		
No. 9		
No. 10		
No. 11		
No. 12		

LEASE

THIS LEASE is made as of this 29th day of JANUARY, 2013, by and between 9660 Belair Road, LLC (the "Landlord") and 9654 Belair Road, Inc (the "Tenant").

WHEREAS, Landlord is the owner of certain improved property containing parking spaces which Landlord desires to lease; and

WHEREAS the improvements on Landlord's property consist of retail service and medical office uses open primarily during daytime hours until 6 p.m. on weekdays and until 3 p.m. on Saturdays; and

WHEREAS, Tenant owns adjoining property containing a restaurant use which has peak hours after 6 p.m. on weekdays and in the afternoons and evenings on weekends; and

WHEREAS, Tenant desires to lease those parking spaces from Landlord on the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the foregoing premises, the rents, mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord those parking spaces on the property situated in the 11th election district of Baltimore County, Maryland and more commonly known as 9660 Belair Road, Baltimore, Maryland 21236 after 6 p.m. on weekdays and after 3 p.m. on Saturdays and all day on Sunday. The property is more fully described on the attached **Exhibit A** (legal description) (the "Project Property").

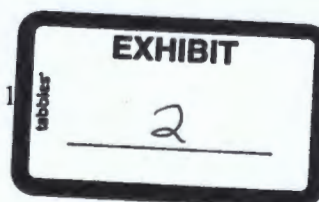
2. Term; Option to Renew. The term of this Lease shall be for five (5) years beginning on May 1, 2013 and ending at midnight on April 30, 2018. Tenant shall have the option to renew this Lease for two additional terms of five (5) years each commencing at the expiration of the initial term of this Lease on the same terms and conditions set forth herein if Tenant gives Landlord notice of Tenant's intent to exercise its option to renew at least ninety (90) days prior to the expiration of the initial term of this Lease.

3. Rent. During the term of this Lease, Tenant agrees to pay rent to Landlord on or before the first day of each month, in advance, without demand, to and at the address of Landlord as set forth herein. The rent payable by Tenant under this Lease shall be as follows:

a. For years 1-5 of the Lease Term Three Thousand Six Hundred Dollars (\$3,600.00) per year payable in equal monthly payments of Three Hundred Dollars (\$300.00);

b. For any renewal term, rent shall be increased by Three Percent (3%) over the rent paid for the previous year.

Rent for any period during the term of this Lease that is for less than one (1) month shall be a pro rata portion of the monthly installment of rent. If Tenant fails to pay any installment of rent by the



tenth (10th) day of the month in which such installment is due, a late charge of Fifty Dollars (\$50.00) shall accrue and be due and payable for such late payment.

4. Taxes, Utilities, Insurance and Reserves. If checked below, Tenant (and not Landlord) shall pay the following items:

_____ a. Taxes and Governmental Assessments. Any and all real property taxes and other governmental assessments against the Project Property, whether or not such taxes and assessments increase during the term of this Lease;

_____ b. Association Fees/Dues. Any and all fees, dues and other assessments against the Project Property because of its inclusion in a condominium regime, a business/industrial park, or other landowners' association;

_____ c. Utility and Janitorial Charges. Any and all utility charges, including gas, water, electricity, sewer and telephone, which may be levied, assessed or imposed upon the Project Property, and Tenant will provide janitorial services to the Project Property.

_____ d. Insurance. Tenant shall maintain, during the term of this Lease, adequate hazard insurance policies (broad form coverage), including, without limitation, fire, arson, lightning and extended coverage, and coverage with respect to vandalism and malicious mischief and such other hazards as may be deemed appropriate by Landlord in its sole discretion, for the full replacement cost of the Project Property or, if not available, the maximum insurable value. Hazard insurance shall name Landlord as an insured. Each such hazard insurance policy shall contain provisions that: (1) the policy cannot be terminated or canceled by any party without a minimum of ten (10) days' written notice to Landlord, and (2) should loss be caused by or on behalf of Tenant, the insurer shall not be relieved of liability to pay Landlord unless said loss was caused by Landlord. If, as a result of Tenant's use or occupancy of any portion of the Project Property, Landlord is charged any increase in premiums on insurance separately carried by Landlord, Tenant shall promptly pay on demand the amount of such increase.

_____ e. Repairs and Replacements. Any and all expenses of keeping the interior and exterior of the Project Property (including roof, exterior walls and structural foundations) in good repair, order, and condition, and Tenant shall deliver the Project Property to Landlord at the end of the term of this Lease in the same condition as at the start of this Lease, ordinary wear and tear excepted. Tenant acknowledges that the Project Property is in good order and repair unless Tenant has given notice otherwise to Landlord within ten (10) days of Tenant's taking possession of the Project Property.

Regardless of whether subparagraph a. is checked above, Tenant shall pay any and all personal property taxes that may be assessed upon Tenant's property located in the Project Property.

5. Tenant's Liability Insurance. Landlord shall not be liable for liability or damage claims for injury to persons or property from any cause whatsoever relating to the occupancy or use of the parking spaces on the Project Property by Tenant, including those arising out of damages or losses occurring in parking lots and other areas adjacent to the Project Property. Tenant agrees to procure and maintain a comprehensive general liability policy or policies of insurance, at its own cost and expense, insuring Landlord and Tenant, from all claims, demands, or actions for, injury to, or death of any one person in an amount of not less than \$1,000,000.00, and for injury to, or death of more than one person in any one accident in an amount of not less than \$3,000,000.00, and for damage to property in an amount of not less than \$250,000.00, made by or on behalf of any person or entity arising from, relating to, or connected with the conduct and operation of any business in the Project Property. A copy of Tenant's

insurance policy will be furnished to Landlord upon Landlord's request. Tenant will indemnify and save harmless Landlord from any and all liability, attorneys' fees, damages, expenses, costs of action, suits, claims, or judgments arising from judgments arising from injuries to person or property on the Project Property.

6. Tenant's Personal Property and Fixtures. All personal property and fixtures of the Tenant in the Project Property shall be at the sole risk of Tenant. Tenant hereby expressly releases Landlord from any and all liability incurred or claimed by reason of damage to Tenant's personal property and fixtures.

7. Purpose. Tenant shall use and occupy the Project Property for parking for the restaurant use on the adjoining property and not for any other purpose than that stated in this Paragraph.

8. Tenant Alterations and Improvements. Tenant shall not make any alterations or improvements to the Project Property such as striping or signage without the prior written consent of Landlord. Tenant will save Landlord harmless from and against any and all expenses, liens, claims or damages to either property or person which may or might arise by reason of the making of any such addition, improvement, alteration, and/or installation.

9. Deleted

10. Use and Care of Project Property. Tenant will not use or permit any person to use the Project Property or any part thereof in violation of the laws of the United States of America, the State of Maryland, the ordinances or other regulations of any county or municipality in which the Project Property is situated, or any restrictions in the Deed or otherwise of record. Tenant will keep the Project Property and every part thereof in a clean and wholesome condition, and that Tenant will in all respects and at all times fully comply with all lawful health, fire and police regulations.

11. Default and Re-Entry.

a. If Tenant shall default in any term or condition to be performed by Tenant hereunder, and such default shall continue for thirty (30) days after notice thereof in writing by Landlord to Tenant, or (1) if proceedings in bankruptcy are instituted by or against Tenant, or (2) if a receiver or trustee is appointed for all or substantially all of Tenant's business

or assets, or (3) if Tenant shall make an assignment for the benefit of its creditors, or (4) if Tenant shall vacate or abandon the Project Property; then, in such event, Landlord, at Landlord's option, may declare the term of this Lease ended and Tenant's right of use of the parking area shall thereupon cease and terminate, and Landlord shall be entitled to possession of the parking area at all times and may reenter the Project Property or any part thereof, with or without process of law, any other notice to quit or of the intention of the Landlord to re-enter the Project Property being hereby expressly waived by Tenant, and Landlord may expel and remove Tenant and all persons occupying the Project Property and parking area under Tenant, using such force as may be necessary to do so, and may repossess and enjoy the Project Property, all without such re-entry and repossession working a forfeiture of the rents to be paid and the terms and conditions to be performed by Tenant during the full term of this Lease. If the default cannot with due diligence be cured within a period of thirty (30) days, and if Tenant, within the thirty (30) days after the giving of notice of default by Landlord to Tenant, commences and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure the default and does cure the default, then Landlord shall not have the right to declare the term of this Lease ended by reason of such default; provided, however, that such default shall only be considered cured if acted upon by Tenant with reasonable diligence within the thirty (30) days after the giving of notice of default even if the cure is not completed within such thirty (30) days, and provided further, that the curing of any default in such manner shall not be construed to limit or restrict the right of Landlord to declare the term of this Lease ended and to enforce all Landlord's rights and remedies hereunder for any other default not so cured.

b. The foregoing provisions for the termination of this Lease for any default by Tenant shall not operate to waive, exclude or suspend any other right or remedy of Landlord for breach of any of the terms or conditions of this Lease or for the recovery of rent or any advance by Landlord made thereon. In the event of termination of this Lease as aforesaid, Tenant agrees to indemnify and save Landlord harmless from any losses arising from such termination and re-entry in pursuance thereof. To that end Tenant agrees to pay to Landlord after such termination and re-entry, at the end of each month of the term of this Lease, the difference between the net income actually received by Landlord from the Project Property during such month and the rent agreed to be paid by Tenant under this Lease during such month, together with the expenses of reletting and altering the improvements on the Project Property, commissions and attorneys' fees.

12. Remedies.

a. No right or remedy in this Lease or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy, but the same shall be in addition to every other right or remedy given hereunder or hereafter existing at law or in equity or by statute, and every right and remedy given by this Lease to Landlord may be exercised from time to time and as often as occasion may arise or as may be deemed expedient by Landlord. No delay or omission of Landlord to exercise any right or remedy arising from any default shall impair any such right or remedy or shall be construed to be a waiver of any default or an acquiescence therein.

b. No waiver by Landlord of any breach by Tenant of any of the terms or conditions of this Lease shall be construed, taken or held to be a waiver of any other breach or acquiescence in or consent to any further or succeeding breach of the same term or condition.

c. Neither the rights given in this Lease to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms and conditions of this

Lease, or to prevent the breach or non-observance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising shall in any way affect or impair or toll the right or power of Landlord to declare the term of this Lease ended and to terminate this Lease as provided because of any default in or breach of any of the terms or conditions of this Lease by Tenant.

13. Surrender of Project Property. Whenever the term of this Lease shall be terminated, whether by lapse of time or forfeiture or in any other way, Tenant will at once surrender and deliver up the Project Property and parking area peaceably to Landlord in as good as condition as when Tenant took possession, ordinary wear and tear and any approved alterations and changes and any damage caused by perils covered by insurance, excepted. If Tenant shall hold over after any termination of this Lease, the same shall create no more than a month-to-month tenancy at the rent and on all the other applicable terms and conditions of this Lease.

14. Assignment and Subletting. This Lease shall not be directly or indirectly assigned (including by operation of law), nor any portion of the parking area sublet, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any sale of assets not in the ordinary course of business by Tenant or any sale of twenty-five percent (25%) or more of the ownership interests in Tenant shall be considered an assignment. A consent by Landlord to any one assignment or sublease shall not be a consent to any subsequent assignment, sublease, or occupation of the Project Property by other persons. An unauthorized assignment, sublease, or license to occupy by Tenant shall be void and shall terminate this Lease at the option of Landlord.

15. Subordination. This Lease is and shall be subordinate to any deed of trust, mortgage or trust indenture now or hereafter placed on the Project Property, and to all advances already made or that may be made hereafter on account of any such deed of trust, mortgage or trust indenture, to the full extent of the principal sums secured thereby and interest thereon. Furthermore, Tenant shall on request hereafter execute any document or documents that Landlord or any other owner of the Project Property may deem necessary to accomplish such subordination of Tenant's interest in this Lease, in default of which Landlord or such owner is hereby appointed as Tenant's attorney-in-fact to act and to execute such document or documents in the name of Tenant as the act and deed of Tenant, and this authority is hereby declared to be coupled with an interest and irrevocable.

16. Condemnation. In the event of a taking of the whole or any part of the parking area of the Project Property so as to render the parking area economically unsuitable for the permitted use, either party shall have the right to terminate this Lease upon notice to the other party within thirty (30) days after receiving knowledge of the taking. Should either party elect to terminate this Lease, the term of this Lease shall cease as of the day the public authority assumes possession thereof; provided, however, that if such taking is for a temporary period not exceeding eighteen (18) months, neither party may terminate this Lease but all rent shall abate during such period. If, following a taking, this Lease shall continue in effect as to any portion of the parking area of the Project Property, all rent shall be reduced by the proportion which the number of parking spaces on the Project Property taken bears to the initial parking spaces of the Project Property. All compensation awarded for any taking (including a temporary taking) shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or the fee of the Project Property, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation.

17. Casualty Damage and Destruction. If the Project Property shall be partially damaged by fire or other casualty and Tenant can reasonably continue to use the parking area in the Project Property, then the Project Property shall be repaired or restored by Landlord, at Landlord's expense, due allowance being made for the time taken for the settlement of insurance claims. Until the repairs shall be made, the rent shall be reduced in proportion to that portion of the parking area of the Project Property that is unusable, unless such damage was caused by the negligence of Tenant or an invitee of Tenant. In the event of substantial destruction of the Project Property by fire or other casualty insured against as determined by Landlord in Landlord's discretion, Landlord shall have the option to restore the same promptly in accordance with the provisions hereof, or to cancel and terminate this Lease upon notice to Tenant at any time within thirty (30) days after the date of such destruction.

18. Notices or Demands. Any notice upon Landlord or Tenant required or permitted to be given under this Lease shall be in writing and shall be deemed to have been duly and sufficiently given if a copy thereof has been personally delivered or mailed by United States registered or certified mail, postage prepaid to Tenant at 9654A Belair Road, Baltimore, Maryland and to Landlord at 9654-A Belair Rd Bmrs MD 21236. Any notice required or permitted to be given under this Agreement shall be deemed effective upon receipt or failure to accept delivery. Notice of any change in address shall be given as set forth in this Paragraph.

19. Quiet Enjoyment. Landlord covenants that Landlord is well seized of and has good title to lease the Project Property, that Landlord will warrant and defend the title thereto, and that Landlord will indemnify Tenant against any damage and expense Tenant may suffer by reason of any restriction on or defect in title to or description of the Project Property.

20. Entry by Landlord. Tenant, upon reasonable notice, agrees to allow Landlord or Landlord's representatives at any reasonable hour to enter the parking area of the Project Property for the purpose of inspecting the same or for making any repairs that they may deem necessary or desirable, and Tenant agrees upon reasonable notice to permit the Project Property to be shown to prospective purchasers or tenants at reasonable hours and Tenant agrees that the owner may place a "for sale" or "for rent" sign on the Project Property at any time ninety days (90) prior to the expiration of this Lease.

21. Attorneys' Fees. In the event of litigation between the parties arising out of this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees in an amount to be affixed by the court and all costs incurred in connection with such litigation.

22. Miscellaneous. Time is of the essence in all provisions of this Lease. All the terms and provisions of this Lease shall be binding upon and shall inure to the benefit of Landlord, Tenant, their heirs, executors, administrators, personal representatives, successors, trustees, receivers and assigns, as applicable, except as otherwise provided herein. The parties expressly agree that this Lease, and any issues concerning its execution, validity, performance and construction, shall be governed by the laws of the State of Maryland. No modification, waiver, extension or other change of this Lease shall be binding unless executed in writing by the party against whom enforcement of any such modification, waiver, extension or change is sought. The captions in this Lease are used for convenience only and are not to be used in interpreting or construing this Lease. In the event that a court of competent jurisdiction finds any term or provision of this Lease invalid, illegal or unenforceable as applied to any circumstance, the remaining provisions of this Lease, and the same term or provision as applied to other circumstances, shall be unimpaired and remain in full force and effect. This Lease contains the entire agreement between the parties with respect to the subject matter hereof and each party acknowledges that it did not, in entering into this Lease, rely upon any representation or promise made by or on behalf of the other except as expressly set forth in this Lease.

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

LANDLORD:

9660 BELAIR ROAD, LLC

By: J. Wm Ruppert III
Name: J. William Ruppert III
Title: Managing Member

TENANT:

9654 BELAIR ROAD, INC.

By: J. Wm Ruppert III
Name: J. William Ruppert III
Title: PRESIDENT

428374



CONRAD'S SEAFOOD RESTAURANT

9654 BEL AIR RD

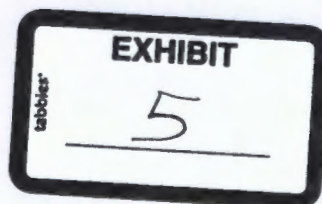
PERRY HALL, MD 21236

My name is John Tosches,

and I live at 4109 Loch Lenard Drive, 21236

In Perry Hall. I have had the opportunity to speak to the owner of the new restaurant, concerning the parking issues. As well as reviewed the proposed drawings. I am in support of (or do not oppose) the rebuilding of the restaurant and of the parking variance.

Signature John Tosches Date 1/28/13



CONRAD'S SEAFOOD RESTAURANT

9654 BEL AIR RD

PERRY HALL, MD 21236

My name is Vicki Kelner,
and I live at 4119 Kahlston Rd.

In Perry Hall. I have had the opportunity to speak to the owner of the new restaurant, concerning the parking issues. As well as reviewed the proposed drawings. I am in support of (or do not oppose) the rebuilding of the restaurant and of the parking variance.

Signature V. Kelner Date 1/29/13

CONRAD'S SEAFOOD RESTAURANT

9654 BEL AIR RD

PERRY HALL, MD 21236

My name is Joyce Liddle
and I live at 4108 Kahlston Rd

In Perry Hall. I have had the opportunity to speak to the owner of the new restaurant, concerning the parking issues. As well as reviewed the proposed drawings. I am in support of (or do not oppose) the rebuilding of the restaurant and of the parking variance.

Signature Joyce Liddle Date 1/29/13

CONRAD'S SEAFOOD RESTAURANT

9654 BEL AIR RD

PERRY HALL, MD 21236

My name is Jacqueline McKay,

and I live at 4008 Kahlston Rd, 21236.

In Perry Hall. I have had the opportunity to speak to the owner of the new restaurant, concerning the parking issues. As well as reviewed the proposed drawings. I am in support of (or do not oppose) the rebuilding of the restaurant and of the parking variance.

Signature Jacqueline McKay Date 1/29/13

CONRAD'S SEAFOOD RESTAURANT

9654 BEL AIR RD

PERRY HALL, MD 21236

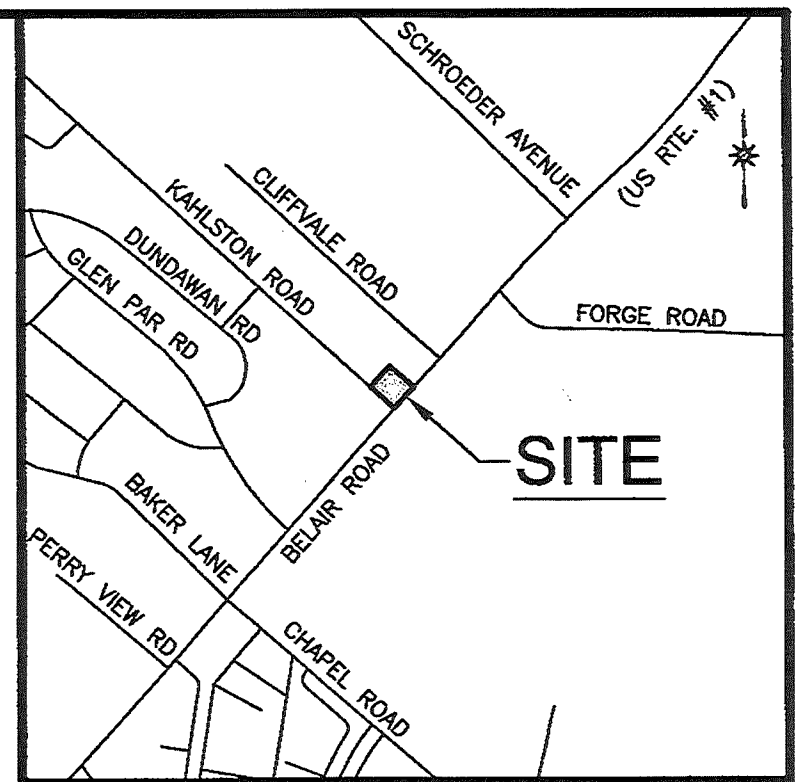
My name is Lisa Correlli, and I am the owner/manager of Nature's Fresh in Perry Hall. I have had the opportunity to speak with the owner of the new restaurant, concerning the parking issues. As well as, reviewed the proposed drawings. I am in support of(or do not oppose) the rebuilding of the restaurant and of the parking variance.

We will allow Conrad's to valet park cars on our lot after our business closes. Our business hours are as follows

M-F 10-11 SAT 10-5 Sun - Closed.

Signature Lisa Correlli Date: 1/29/13

Title: Owner



LOCATION MAP
SCALE: 1" = 1000'

GENERAL NOTES:

- OWNER: 9654 BELAIR ROAD, INC. 9654A BELAIR ROAD BALTIMORE, MARYLAND 21236-1107
- SITE AREA: GROSS: 33,509 SF or 0.77 Ac.± NET: 24,434 SF or 0.56 Ac.±
- DEED REF: 8434/675
- TAX ACCOUNT: #111001025
- COUNCILMANIC DISTRICT: 5th
- TAX MAP #63, GRID #21, PARCEL #335, LOT #1
- ZONING: BL-AS (PER "1"-200' ZONING MAP 06383)
- NO KNOWN PRIOR ZONING HISTORY.
- NO KNOWN PRIOR PERMITS ON FILE.
- THE PROPERTY AND STRUCTURES ARE NOT HISTORIC.
- THE SITE DOES NOT LIE WITHIN THE CHESAPEAKE BAY CRITICAL AREA.
- USFS EXISTING: RESTAURANT AND OFFICE PROPOSED: NO CHANGE.
- SITE SERVED BY PUBLIC WATER AND SEWER.
- SITE LIES WITHIN ZONE "X" OF FLOOD INSURANCE RATE MAP (FIRM) PANEL #2400100290 F PANEL 290 OF 580 DATED AUGUST 28, 2008.
- ZONE "X" IS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- BUILDING AREAS: EXISTING OFFICE: 2,045(1st FLOOR)+857(2nd FLOOR)=2,902 SF RESTAURANT: 5,965(1st FLOOR)+4,470(2nd FLOOR)=10,435 SF PROPOSED RESTAURANT: 560(1st FLOOR)+560(2nd FLOOR)=1,120 SF TOTAL BUILDING AREA: 2,045+5,965+560=8,570 SF FLOOR AREA RATIO (F.A.R.): EX: 2,902+10,435=13,337 13,337/33,509= 0.40 PROP.: 13,337+1,120=14,457 14,457/33,509= 0.43 MAX PERMITTED = 3.0
- SEE PARKING TABULATION CHART.
- ANY PROPOSED SIGNS ARE TO CONFORM TO THE BALTIMORE COUNTY ZONING REGULATIONS (BCZR).
- PLAT REF: 14-30 "KAHLSTON"
- SETBACKS REQUIRED FOR BL ZONE: REQUIRED PROVIDED FRONT - (19+10)/2 = 14.5 5± SIDE - 10' FOR CORNER LOTS 48± REAR - 20' 2±

Richardson Engineering, LLC

30 East Padonia Road, Suite 500
Timonium, Maryland 21093
Phone: 410-560-1502 Fax: 443-901-1208

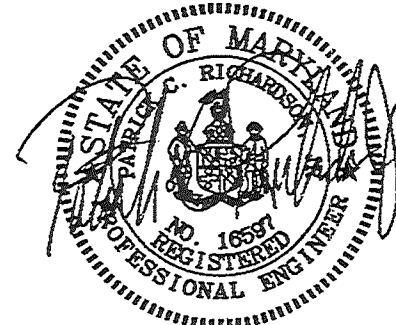
PLAN TO ACCOMPANY
ZONING PETITION FOR
CONRAD'S CRABS
#9654 BELAIR ROAD
(U.S. ROUTE #1)
BALTIMORE, MARYLAND 21236

11TH ELECTION DISTRICT
REVISIONS
PETITIONER'S
EXHIBIT NO.

BALTIMORE COUNTY, MARYLAND
DRAWN BY: CND
DESIGNED BY: PCR
SCALE: 1" = 20'
DATE: 12-03-12
JOB NO.: 12110
SHEET NO.: 1 OF 1

SHARED PARKING TABULATION CHART (PARKING SPACES REQUIRED BY BCZR SECTION 409.6A)											
AREA DESIGNATION	TENANT	GROSS SF	PARKING RATE		REQ'D PER SECTION 409.6A	WEEKDAY		WEEKEND			USE
			PER 1000 SF	PER EMPLOYEE		6AM-6PM	PEAK TIME 6PM-12AM	6AM-6PM	6PM-12AM	12AM-6AM	
A	OFFICES	2,902	3.3		9.6	100%	9.6	100%	1.0	5%	0.5
B	RESTAURANT	11,555	16		184.9	50%	92.4	100%	184.9	100%	18.5
C	OFFICES	6,840	3.3		22.6	100%	22.6	100%	2.3	5%	1.1
GRAND TOTAL - BUILDING AREA		21,297			189						
GRAND TOTAL - BALTIMORE COUNTY PARKING REQUIRED					189	124.6	188.2	188.2	186.5	20.1	
					EXISTING PARKING PROVIDED	77					
					OVERSPOKE PARKING PROVIDED	76					

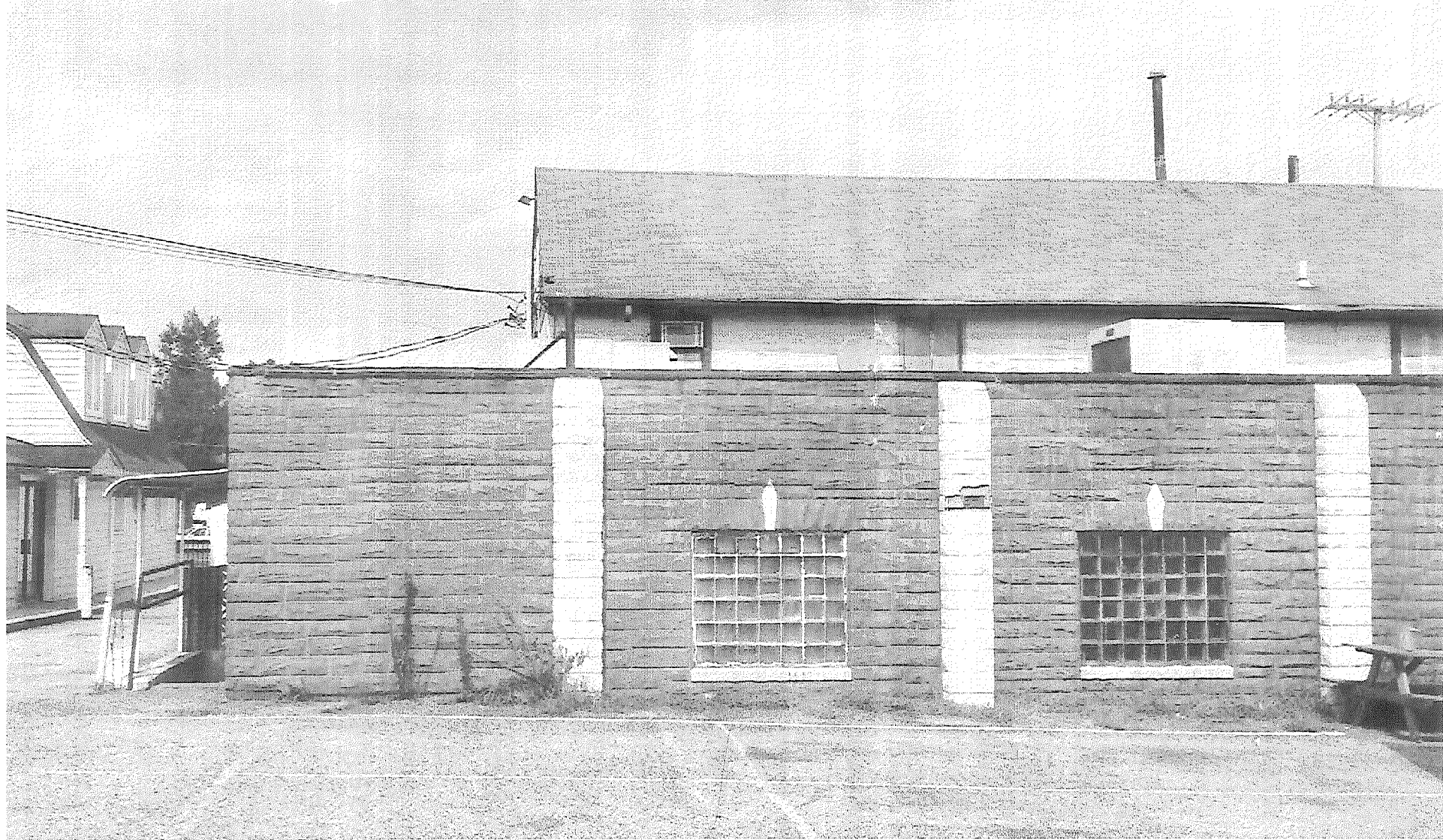
PROFESSIONAL CERTIFICATION:
I HEREBY CERTIFY THAT THESE DOCUMENTS
WERE PREPARED OR APPROVED BY ME, AND
THAT I AM A DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE
OF MARYLAND, LICENSE NUMBER 16597,
EXPIRATION DATE: 08-15-2013



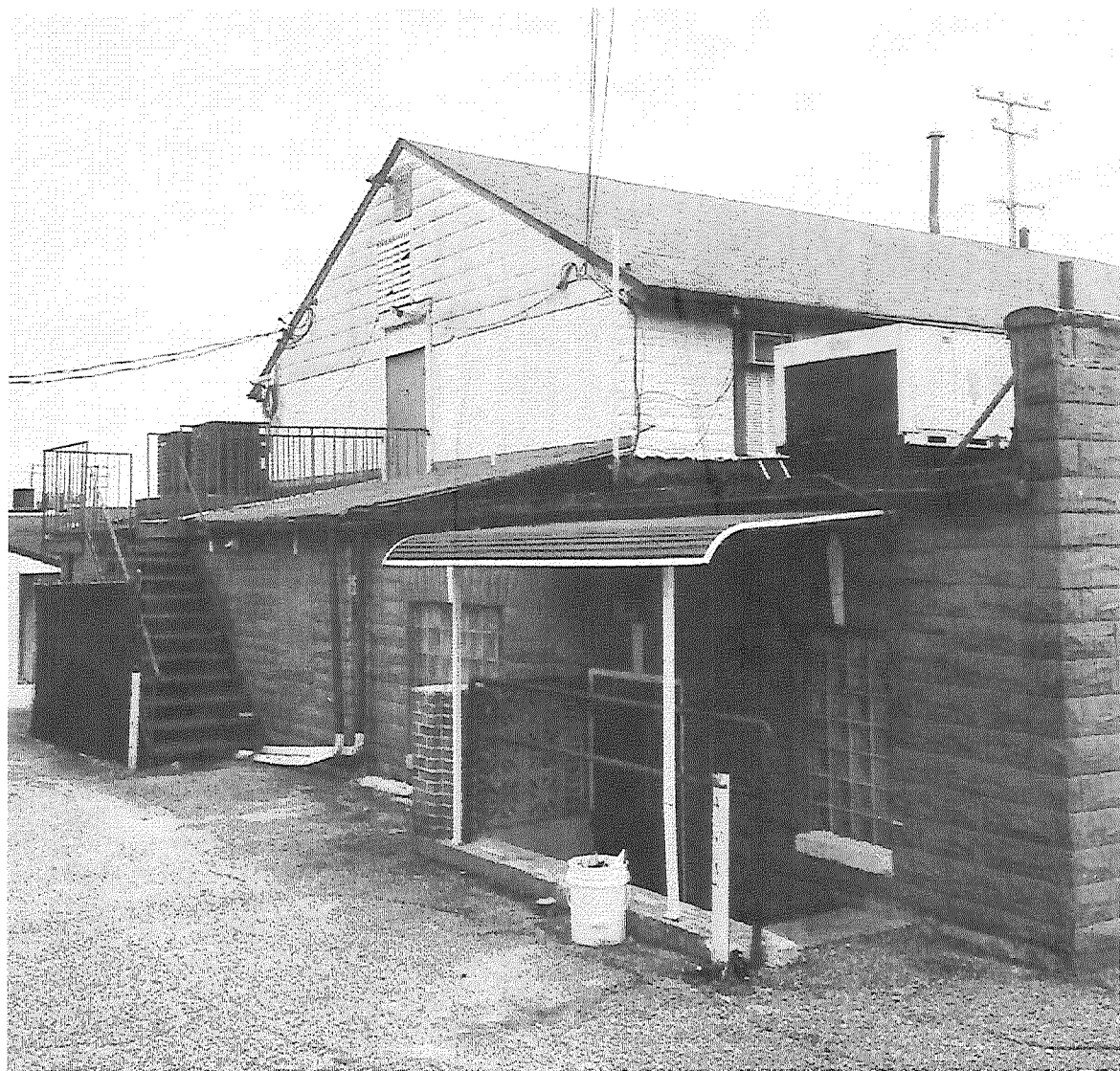


GENERAL DEMOLITION NOTES	
1	TEST
2	TEST
3	TEST
4	TEST
5	TEST
6	TEST
7	TEST
8	TEST
9	TEST
10	TEST
11	TEST
12	TEST
13	TEST
14	TEST
15	TEST

1 SOUTH FACADE @ ENTRY
NOT TO SCALE



2 SOUTH FACADE @ BAR AREA
12" = 1'-0"



3 WEST FACADE
12" = 1'-0"

EXHIBIT
3

ILLUSTRATIVE DEMOLITION
PERSPECTIVES
CONRAD'S CRABS SEAFOOD RESTAURANT
9654 Belair Road, Nottingham, MD

PROJECT NUMBER:
12-027
PROJECT SET:
DESIGN
DATE OF PRESENTATION
11/16/2012

NO.	DESCRIPTION	DATE

DRAWING TITLE:
ILLUSTRATIVE
DEMOLITION
PERSPECTIVES
SHEET NUMBER:

D1.1

MANN'S WOODWARD STUDIOS, INC.
10838 D PHILADELPHIA ROAD
WHITE MARSH, MARYLAND 21162
(P) 410-344-1460
(F) 443-403-2460
(E) INFO@MWSARCH.COM
WWW.MWSARCH.COM

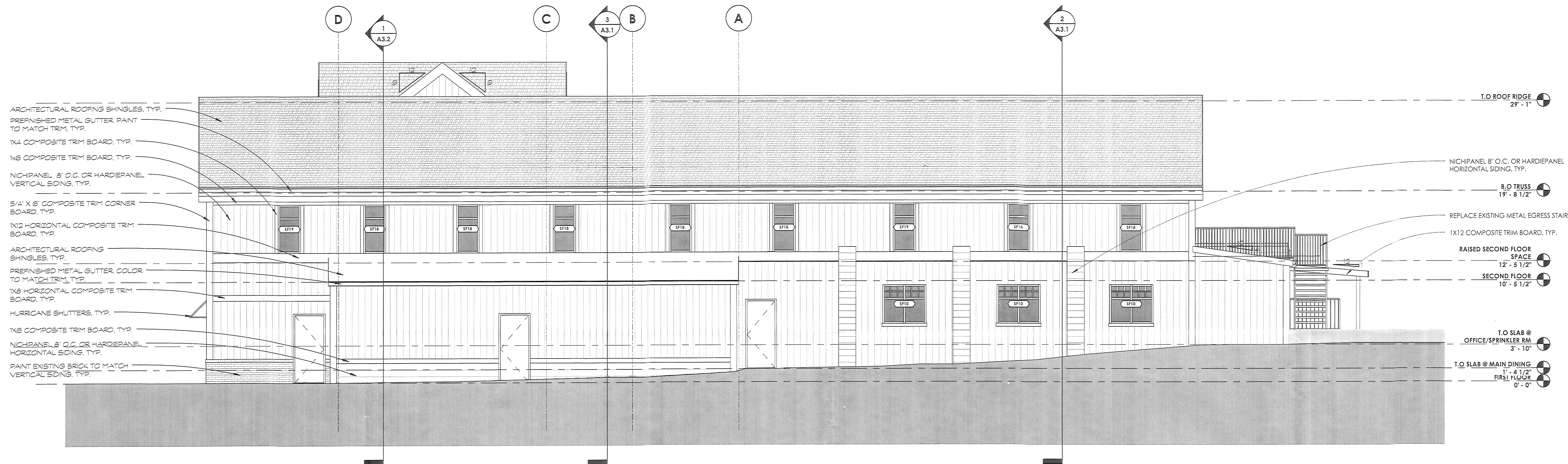
CONTRACTOR:

SEAL:

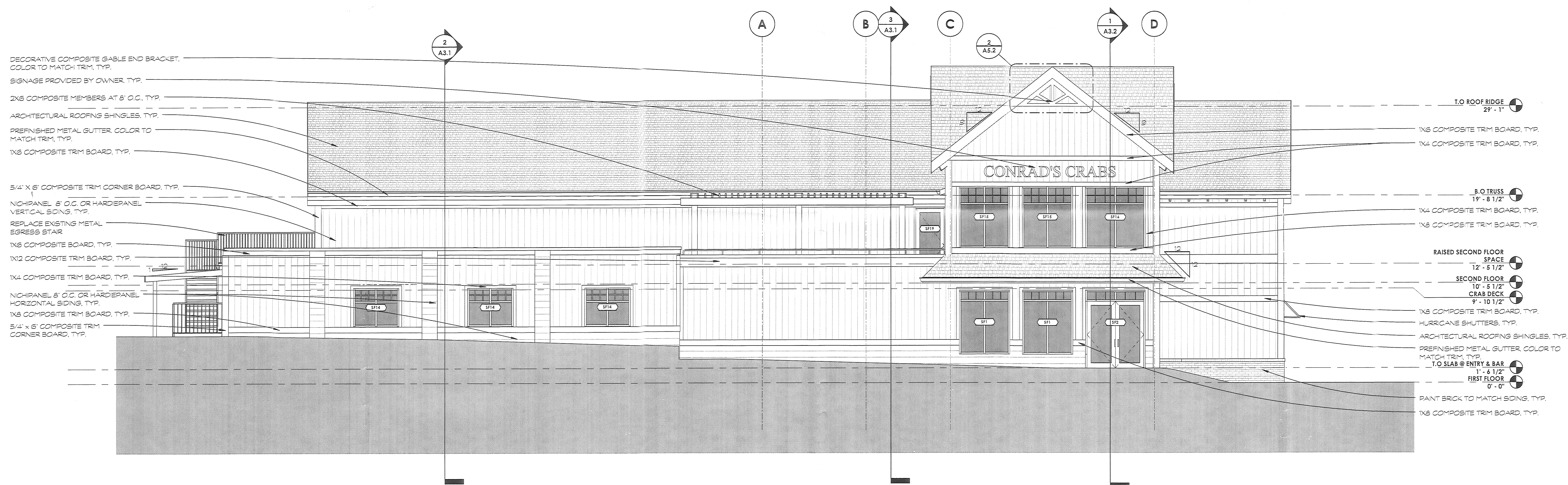
I HEREBY CERTIFY THAT THESE
DOCUMENTS WERE PREPARED OR
APPROVED BY ME, AND THAT I AM A
DULY LICENSED PROFESSIONAL
ARCHITECT UNDER THE LAWS OF THE
STATE OF MARYLAND.
LICENSE NUMBER: #16201
EXPIRATION DATE: 6-03-2013

ALL DRAWINGS ARE COPYRIGHT 2012 BY MANN'S WOODWARD STUDIOS, INC. AND CAN NOT BE REPRODUCED OR MODIFIED IN ANY MANNER WITHOUT WRITTEN PERMISSION

11/16/2012 6:24:25 PM



1 NORTH ELEVATION
3/16" = 1'-0"



2 SOUTH ELEVATION
3/16" = 1'-0"

CONTRACTOR:

SEAL:

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NUMBER: #16201 EXPIRATION DATE: 6-03-2013

MANN'S WOODWARD STUDIOS, INC.
10839-D PHILADELPHIA ROAD
WHITE MARSH, MARYLAND 21162
(P) 410-344-1460
(F) 443-403-2460
(E) INFO@MWSARCH.COM
WWW.MWSARCH.COM

MANN'S
STUDIOS
WOODWARD

BUILDING ELEVATIONS
Owner

CONRAD'S CRABS SEAFOOD RESTAURANT
9654 Belair Road, Nottingham, MD

PROJECT NUMBER:
12-027
PROJECT SET:
DESIGN
DATE:
11/16/2012

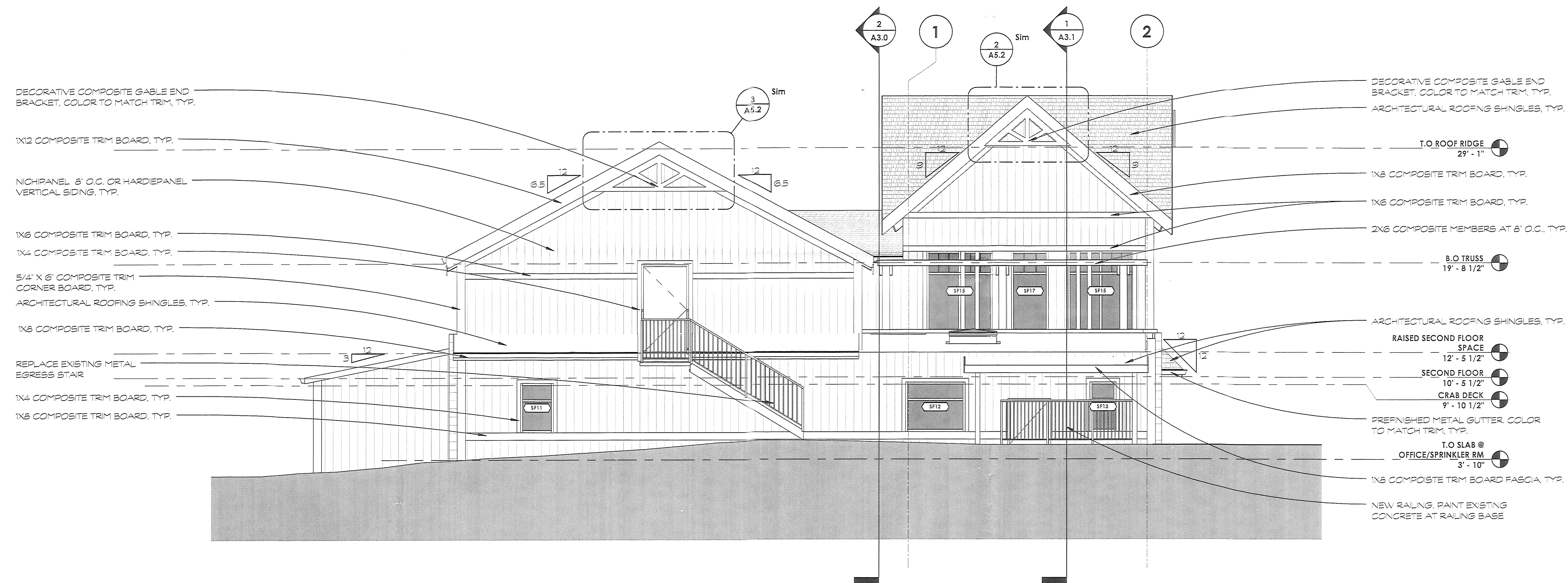
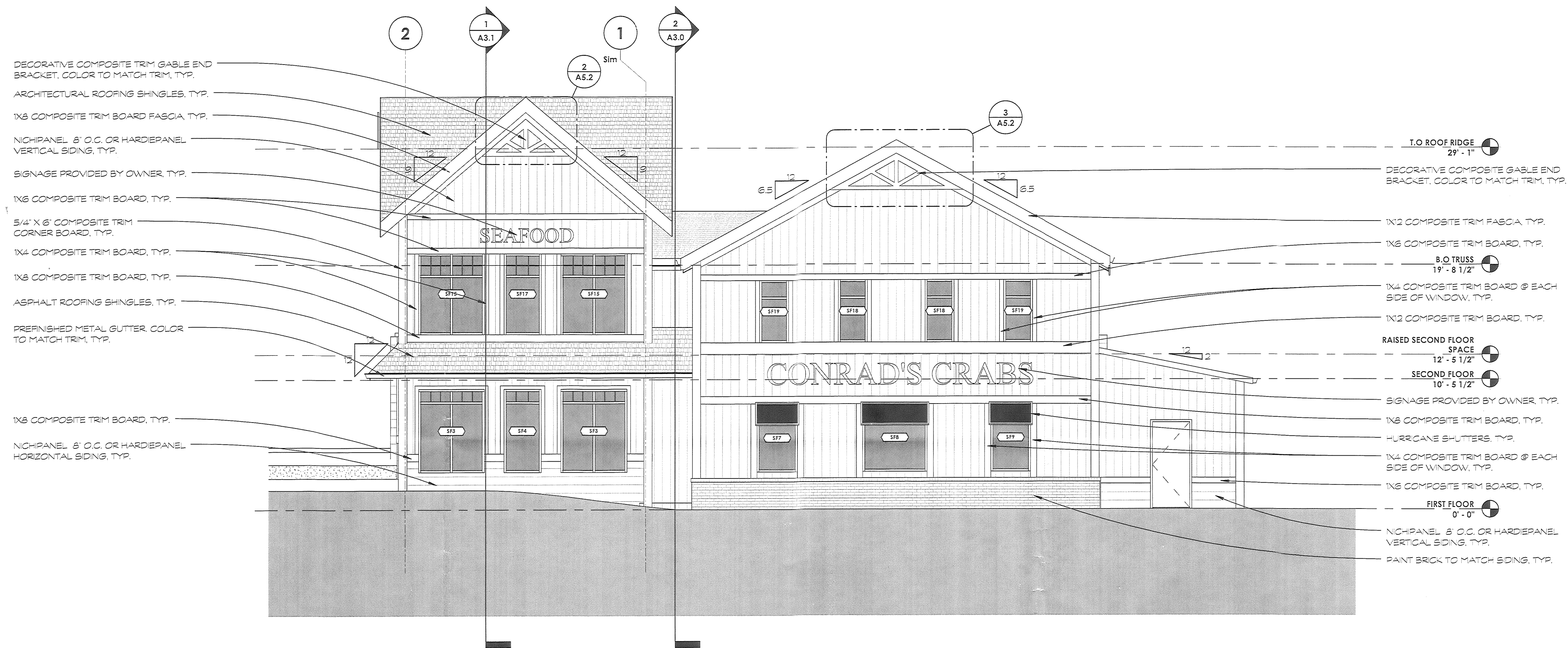
DRAWING TITLE:
BUILDING ELEVATIONS

SHEET NUMBER:

A2.0

ALL DRAWINGS ARE COPYRIGHT 2012 BY MANN'S WOODWARD STUDIOS, INC. AND CAN NOT BE REPRODUCED OR ADDED IN ANY MANNER WITHOUT WRITTEN PERMISSION

11/16/2012 6:20:09 PM



CONTRACTOR: MANN'S WOODWARD STUDIOS, INC. 10837-D PHILADELPHIA ROAD WHITE MARSH, MARYLAND 21162 (P) 410-344-1460 (F) 443-403-2460 (E) INFO@MWSARCH.COM WWW.MWSARCH.COM	
SEAL: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NUMBER: #16201 EXPIRATION DATE: 6-03-2013	
BUILDING ELEVATIONS Owner: CONRAD'S CRABS SEAFOOD RESTAURANT 9654 Belair Road, Nottingham, MD	
PROJECT NUMBER: 12-027	
PROJECT SET: DESIGN	
DATE: 11/16/2012	
NO.	DESCRIPTION
DRAWING TITLE: BUILDING ELEVATIONS	
SHEET NUMBER: A2.1	