

IN RE: PETITION FOR VARIANCE

(630 Eastern Ave.)

15th Election District

7th Councilman District

William and Stacey DeCarlo

Legal Owners

Petitioners

*

BEFORE THE OFFICE

*

OF ADMINISTRATIVE

*

HEARINGS FOR

*

BALTIMORE COUNTY

*

CASE NO. 2014-0003-A

* * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings (OAH) for Baltimore County as a Petition for Variance filed by William and Stacey DeCarlo, the legal owners of the subject property. The Petitioners are requesting Variance relief from Section 409.6.A.2 of the Baltimore County Zoning Regulations (B.C.Z.R.) to permit six parking spaces for an office in lieu of the required 15 spaces. 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 William and Stacey DeCarlo, Bob Infussi and Art Leonard. The file reveals that the Petition was properly advertised and posted as required by the Baltimore County Zoning Regulations. There were no Protestants or interested citizens in attendance, although the file contains a letter from the Office of People's Counsel (dated 8-8-13) expressing concerns about the petition.

The only substantive Zoning Advisory Committee (ZAC) comment received was from the Department of Environmental Protection and Sustainability (DEPS) which indicated Petitioners must comply with Critical Area Regulations.

Testimony and evidence revealed that the subject property is approximately 7,250 square feet and is zoned BL-AS. The property is improved with a single family dwelling that was

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Date

9/5/13

By

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constructed in 1950 (approximately 1,600 square feet). In or about 2008, the Petitioners constructed improvements to the property, increasing to 4,324 square feet the area of the enclosed buildings. The Petitioners have operated on the premises since 2000 a computer drafting company known as "Commercial CAD, Inc." The Petitioners received a code enforcement notice from Baltimore County concerning the construction activities which were conducted without valid permits.

Mr. DeCarlo testified that he has 15 employees, and that his clients do not visit the premises, but receive their work product (drawings, etc.) via the internet. Arthur Leonard, a professional engineer accepted as an expert, testified that there are six parking spaces on site used by employees, and that between 6-9 vehicles are parked out front on Eastern Avenue or in the Wells Fargo Bank lot pursuant to a longstanding "gentleman's agreement." Exhibit 1.

Mr. DeCarlo testified this has been the arrangement for over 10 years, and that he has never received any complaints or comments from his neighbors. The Petitioner also testified that his employees (or customers) have never parked on either Stuart Street or Dorsey Avenue, contrary to the assertion in Mr. Zimmerman's letter. The Petitioner also presented a page from an Order in Case # 76-80-SPH, which he said granted to Wells Fargo's predecessor the right of off street commercial parking in a residential zone, and that it is these spaces which the Petitioner uses for his employees.

I reviewed closely the letter submitted by Mr. Zimmerman, as well as the email from Steven Weber dated 9-3-2013, and I agree with many of the concerns he has identified. The Petitioner admitted it was improper to construct the improvements without a permit, and he stated that he received "bad advice" from his consultants at the time. In any event, the code violation case plays no role in the instant proceeding, and even if relief is granted regarding the parking

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Date

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requirements, the Petitioner will still need to address the building permit issues with the Department of Permits Approvals and Inspections (PAI).

But focusing on the parking, I do not believe that the variance relief would create the negative impacts envisioned by Messrs. Zimmerman and Weber. As noted above, the Petitioner indicated he has had 15 employees for over a decade, and that his business has been functioning in the same fashion for that period of time. Yet during this time there is no indication that residents or business owners in the area were ever inconvenienced or negatively impacted by overflow parking from this site. Mr. Infussi stated that he was trying to "formalize" the shared parking arrangement with the bank next door, although he stated that the Petitioners have for years had permission to park on the bank lot. The Petitioners have an innovative and thriving business at the site, and it does not appear that the community has been adversely impacted by its operations. In addition, the Petitioners presented a letter of support from the Essex Middle River Renaissance Corporation, noting that the Petitioners operate a "low impact type of business" that has attracted jobs to the area. Exhibit #5.

Based upon the testimony and evidence presented, I will grant the request for variance relief, although as an express condition precedent to such relief the Petitioners will be required to obtain from the adjoining property owner permission to park on a daily basis (Monday-Friday) up to six (6) passenger vehicles. Although such an arrangement apparently has existed for years as a "gentlemen's agreement," the ownership or occupancy of that property could change, and the Petitioners would then need to have their employees park on nearby public roadways. To ensure "continued future availability" of these spaces, the Petitioners must obtain from that owner a binding contractual agreement or lease. B.C.Z.R. §409.7.C. Under *Cromwell* and its progeny, to obtain variance relief requires a showing that:

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Date 9/5/13

By Den

- (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).

Petitioners have met this test. The property is commercially zoned, yet it is surrounded by residentially zoned and used properties. It is therefore unique.

If the B.C.Z.R. were strictly enforced, the Petitioners would indeed suffer a practical difficulty, given they would be unable to continue operating their business at the site. Finally, I find that the variance can be granted in harmony with the spirit and intent of the B.C.Z.R., and in such manner as to grant relief without injury to the public health, safety, and general welfare. This is demonstrated by the lack of community opposition.

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 5th day of September, 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") to permit six parking spaces for an office in lieu of the required 15 spaces, be and is hereby GRANTED.

The relief granted herein shall be subject to the following:

- Petitioners may apply for appropriate permits and be granted same upon receipt of this Order; however, Petitioners are hereby made aware that proceeding at this time is at its own risk until such time as the 30-day appellate process from this Order has expired. If, for whatever reason, this Order is reversed, Petitioners would be required to return, and be responsible for returning, said property to its original condition.
- Petitioners must obtain within six (6) months of the date of this Order, and provide to the County's Department of Permits Approvals and Inspections (PAI), written permission (in the form of a contract or lease) for parking up to six (6) passenger vehicles on a daily basis (Monday-Friday) on the adjoining premises owned by Signet Bank, as shown on the site plan marked as Exhibit 1.

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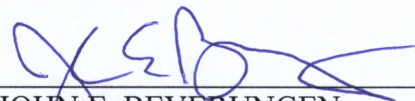
Date

9/5/13

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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

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Date 9/5/13

By sen



KEVIN KAMENETZ
County Executive

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

September 5, 2013

William and Stacey DeCarlo
630 Eastern Avenue
Baltimore, Maryland 21221

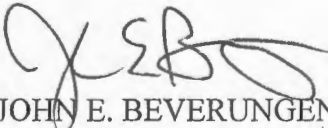
RE: Petition for Variance
Property: 630 Eastern Avenue
Case No.: 2014-0003-A

Dear Mr. and Mrs. DeCarlo:

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:sln
Enclosure

c: Bob Infussi, 1536 Dunkeld Way, Bel Air, Maryland 21015
Art Leonard, 2110 Rosante Ct., Fallston, Maryland 21047



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 630 EASTERN AVE 21221 which is presently zoned BLAS
 Deed References: 14517-513 10 Digit Tax Account # 1516350330
 Property Owner(s) Printed Name(s) William & Stacey DeCarlo

(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) 409.6.A.2; BCZR, TO PERMIT 6 PARKING SPACES FOR AN OFFICE IN LIEU OF THE REQUIRED 15 SPACES.

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:

ORDER RECEIVED FOR FILING
 9/5/13
 Name- Type or Print _____ Date _____
 Signature _____ By _____
 Mailing Address _____ City _____ State _____
 Zip Code _____ Telephone # _____ Email Address _____

Legal Owners (Petitioners):

William & Stacey DeCarlo
 Name #1 - Type or Print _____ Name #2 - Type or Print _____
 Signature #1 _____ Signature #2 _____
630 EASTERN AVE, BALTO. MD
 Mailing Address _____ City _____ State _____
21221
 Zip Code _____ Telephone # _____ Email Address _____

Representative to be contacted:

Robert Infussi, expedite, LLC
 Name - Type or Print _____
 Signature _____
1536 DUNKELD WAY Bel Air, MD
 Mailing Address _____ City _____ State _____
21015, 410812 2236
 Zip Code _____ Telephone # _____ Email Address _____

CASE NUMBER 2014-0003-A Filing Date 7/2/13 Do Not Schedule Dates: 8/15/13 Reviewer XM

ARTHUR E. LEONARD, P.E., LLC
2110 ROSANTE COURT
FALLSTON, MD 21047
443-243-6885

ZONING PROPERTY DESCRIPTION FOR 630 EASTERN BOULEVARD:

Beginning at a point on the north side of Eastern Boulevard which is 80' wide at a distance of 125' +/- southwest of the centerline of N. Stuart Street which is 50' wide. Being Lot #14 Block 'A' Section 'C' in the subdivision of Revised Plat Property of the Taylor Land Company as recorded in Baltimore County Plat Book #9, Folio #74, containing 7,250 square feet or 0.166 acre of land, located in the 15th Election District and 7th Council District.



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/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: 2014-0003-A
Petitioner: William & Stacy DeCarlo
Address or Location: 630 Eastern Ave 21221

PLEASE FORWARD ADVERTISING BILL TO:

Name: Robert Infussi / Expedite, LLC
Address: 1536 Dunkeld Way
Bel Air, MD 21015

Telephone Number: 410 812-2236

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

No. **099653**
 Date: **6/26/13**

PAID RECEIPT

BUSINESS ACTUAL TIME DRN
 7/02/2013 7/02/2013 13:26:18 8

REG W004 WALKIN SNL SH
 >>RECEIPT # 573449 7/02/2013 DELN

Fund	Dept	Unit	Sub Unit	Rev Source/	Sub Rev/	Obj	Sub Obj	Dept Obj	BS Acct	Amount	Dept
001	806	0000		0000						385	
		0000		650							

5 528 ZONING VERIFICATION

CR #0. 099653

Recpt Tot \$385.00

\$385.00 CK \$6.00 CA

Baltimore County, Maryland

Total: **385**

Rec From: **EXPEDITE, LLC**

THREE HUNDRED
 EIGHTY FIVE, **95**

For: **WALTON**

DISTRIBUTION

WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER GOLD - ACCOUNTING

PLEASE PRESS HARD!!!!

**CASHIER'S
 VALIDATION**

CERTIFICATE OF POSTING
CERTIFICATE OF POSTING

RE: CASE NO: 2014-0003-A

PETITIONER/DEVELOPER _____

WILLIAM STACEY DeCARLO

DATE OF HEARING/CLOSING: _____

9/4/13

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 _____

630 EASTERN AVE

THIS SIGN(S) WERE POSTED ON _____

August 14, 2013
(MONTH, DAY, YEAR)

SINCERELY,

Martin Ogle 9/4/13
SIGNATURE OF SIGN POSTER AND DATE:

MARTIN OGLE

(SIGN POSTER)

60 CHELMSFORD COURT

BALTIMORE, MD 21220

(ADDRESS)

PHONE NUMBER: 443-629-3411

ZONING NOTICE

CASE # 2014-0003-A

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

PLACE: ROOM 205, JEFFERSON BUILDING
105 WEST CHESAPEAKE AVENUE
TOWSON 21204

DATE AND TIME: WEDNESDAY SEPTEMBER 4
2013 AT 10:00 A.M.

REQUEST:

VARIANCE TO PERMIT 6 PARKING SPACES
FOR AN OFFICE IN LIEU OF THE REQUIRED
15 SPACES

POSTPONEMENTS DUE TO WEATHER AND OTHER CONDITIONS ARE SOMETIMES NECESSARY
TO CANCEL HEARING CALL 410-807-3301

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

MEETING IS HANDICAP ACCESSIBLE

Malcolm 8/14/13



Baltimore, Maryland 21278-0001

August 15, 2013

THIS IS TO CERTIFY, that the annexed advertisement was published in the following newspaper published in Baltimore County, Maryland, ONE TIME, the publication appearing on August 15, 2013

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

THE BALTIMORE SUN MEDIA GROUP

By: Susan Wilkinson

Susan Wilkinson

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: #2013-0003-A

630 Eastern Avenue

N/s Eastern Blvd., 125 ft. +/- SW of centerline of

N. Stuart Street

15th Election District - 7th Councilmanic District

Legal Owner(s): William & Stacey DeCarlo

Variance: to permit 6 parking spaces for an office in lieu of the required 15 spaces.

Hearing: Wednesday, September 4, 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 Zoning Review Office at (410) 887-3391.
8/321 August 15

940562



KEVIN KAMENETZ
County Executive

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

July 22, 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: 2013-0003-A

630 Eastern Avenue

N/s Eastern Blvd., 125 ft. +/- SW of centerline of N. Stuart Street

15th Election District – 7th Councilmanic District

Legal Owners: William & Stacey DeCarlo

Variance to permit 6 parking spaces for an office in lieu of the required 15 spaces.

Hearing: Wednesday, September 4, 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: Mr. & Mrs. DeCarlo, 630 Eastern Avenue, Baltimore 21221
Robert Infussi, Expedite, LLC, 1536 Dunkeld Way, Bel Air 21015

- NOTES: (1) THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY THURSDAY, AUGUST 15, 2013.**
- (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.

TO: PATUXENT PUBLISHING COMPANY
Thursday, August 15, 2013 Issue - Jeffersonian

Please forward billing to:
Robert Infussi
Expedite, LLC
1536 Dunkeld Way
Bel Air, MD 21015

410-812-2236

NOTICE OF ZONING HEARING

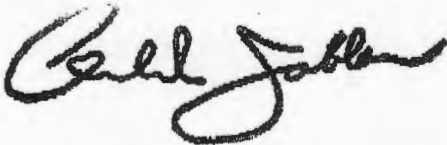
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630 Eastern Avenue
N/s Eastern Blvd., 125 ft. +/- SW of centerline of N. Stuart Street
15th Election District – 7th Councilmanic District
Legal Owners: William & Stacey DeCarlo

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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.

MEMORANDUM

DATE: October 8, 2013
TO: Zoning Review Office
FROM: Office of Administrative Hearings
RE: Case No. 2014-0003-A - Appeal Period Expired

The appeal period for the above-referenced case expired on October 7, 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
630 Eastern Avenue; N/S Eastern Blvd,
125' SW of c/line of N Stuart Street
15th Election & 7th Councilmanic Districts
Legal Owner(s): William & Stacey DeCarlo
Petitioner(s)

* BEFORE THE OFFICE
* OF ADMINSTRATIVE
* HEARINGS FOR
* BALTIMORE COUNTY
* 2013-003-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.

RECEIVED

JUL 18 2013

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

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 18th day of July, 2013, a copy of the foregoing Entry of Appearance was mailed to Robert Infussi, Expedite, LLC, 1536 Dunkeld Way, Bel Air, MD 21015, Representative for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

C H E C K L I S T

<u>Comment Received</u>	<u>Department</u>	<u>Support/Oppose/ Conditions/ Comments/ No Comment</u>
<u>7/18/13</u>	DEVELOPMENT PLANS REVIEW (if not received, date e-mail sent _____)	<u>N/C</u>
<u>8/6/13</u>	DEPS (if not received, date e-mail sent _____)	<u>C</u>
_____	FIRE DEPARTMENT	_____
_____	PLANNING (if not received, date e-mail sent _____)	_____
<u>7/16/13</u>	STATE HIGHWAY ADMINISTRATION	<u>NO Obj</u>
_____	TRAFFIC ENGINEERING	_____
_____	COMMUNITY ASSOCIATION	_____
_____	ADJACENT PROPERTY OWNERS	_____
ZONING VIOLATION	(Case No. _____)	
PRIOR ZONING	(Case No. _____)	
NEWSPAPER ADVERTISEMENT	Date: <u>8/15/13</u>	
SIGN POSTING	Date: _____ by _____	
PEOPLE'S COUNSEL APPEARANCE	Yes ☒ No ☐	
PEOPLE'S COUNSEL COMMENT LETTER	Yes ☐ No ☐	

Comments, if any: _____

CODE ENFORCEMENT REPORT

FAC220115

DATE: 11/17/12 INTAKE BY: GB CASE #: C80120430 INSPC:

COMPLAINT LOCATION: 630 EASTERN BLVD.

ZIP CODE: DIST:

COMPLAINANT

NAME: LIONEL - VAN DOMMELIN PHONE #: (H) 8099 (W)

ADDRESS: ZIP CODE:

PROBLEM: ADD - NO PERMITS

IS THIS A RENTAL UNIT? YES _____ NO _____
IF YES, IS THIS SECTION 8? YES _____ NO _____
OWNER/TENANT INFORMATION: _____

TAX ACCOUNT #: ZONING:

INSPECTION: 11/16/12 - Vis. to Site ON 11/13/12. Observed MULTIPLE ADDITIONS ON HOUSE THAT HAD NO ISSUED BUILDING PERMIT OR INSPECTIONS. PERMIT B599439 WAS APPLIED FOR IN 7/2005 BUT CANCELLED IN DEC. 2007 DUE TO TIME ELEMENT. ISSUED A CORRECTION NOTICE ^{TO OWNER} TO OBTAIN ALL REQUIRED PERMITS AND INSPECTIONS.

REINSPECTION: RLC 12/21/12 Jam

1/2/13 - BID SENT TO AN ENGINEER AND ARCHITECT FOR PROVIDING PERMISS. RLC 1/29/13 Jam

2/13 - SITE PLAN BEING DRAWN UP. ARCHITECT WORKING ON PLANS etc 2/21/13 Jam

REINSPECTION: 3/21/12 - BID IN PROGRESS, MUST APPLY FOR VARIANCE FOR PARKING ON

Site. RLC = 4/23/13 Jam JK

5/13/13 - OWNER APPLYING FOR VARIANCE RLC 5/31/13 Jam JK

7/24/13 - VARIANCE HEARING DATE IS 9/4/13. CASE NO 2014-003-A.

REINSPECTION: RLC 9/12/13 Jam JK



KEVIN KAMENETZ
County Executive

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

August 29, 2013

William & Stacey DeCarlo
630 Eastern Avenue
Baltimore MD 21221

RE: Case Number: 2014-0003 A, Address: 630 Eastern Avenue

Dear Mr. & Ms. DeCarlo:

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits, Approvals, and Inspection (PAI) on July 2, 2013. 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." in a cursive style.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR: jaf

Enclosures

c: People's Counsel
Robert Infussi, Expedite LLC, 1536 Dunkeld Way, Bel Air MD 21015

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



James T. Smith, Jr., Secretary
Melinda B. Peters, Administrator

Date: 7-16-13

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

RE: Baltimore County
Item No. 2014-0003-A
Variance
William & Stacey DeCarlo
630 Eastern Avenue
MD 150

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 7-15-13. A field inspection and internal review reveals that an entrance onto MD150 consistent with current State Highway Administration guidelines is not required. Therefore, SHA has no objection to approval for Variance. Case Number 2014-0003-A.

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 email him at (rzeller@sha.state.md.us). Thank you for your attention.

Sincerely,

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

Steven D. Foster, Chief
Access Management Division

SDF/raz

SEP 04 2013

RECEIVED

People's Counsel - Fwd: DeCarlo Case No.: 2014-003-A, 630 Eastern Blvd

OFFICE OF ADMINISTRATIVE HEARINGS

SEP 04 2013

From: Stephen Weber
To: People's Counsel
Date: 9/3/2013 11:48 AM
Subject: Fwd: DeCarlo Case No.: 2014-003-A, 630 Eastern Blvd
Attachments: 20130730121108.pdf; Case#2014-0003.pdf; 630 Eastern Blvd.bmp; 630 Eastern Blvd-1.bmp

OFFICE OF ADMINISTRATIVE HEARINGS

Dear Mr. Zimmerman:

As requested, our office has examined the request for a parking variance for the subject site to allow 6 parking spaces in lieu of the required 15 spaces. This variance request apparently was initiated due to Lionel Van Dommelen issuing a code violation on the property back on Nov. 7, 2012 after noting that additions were being made to the buildings on the property with no permits.

This site is located in the commercial area of Essex, one block east of the eastern edge of the more dense commercial core. Buildings on this block of Eastern Blvd generally consist of 50-foot wide frontages with single family homes on them. Some of the houses have been converted to commercial use and others are still being used as family homes. Parking exists on-street on Eastern Blvd in front of the homes/businesses and there are alleys running the length of the block behind the homes/businesses with most properties having on-site parking in the rear utilizing the alley for access to the rear. These alleys also serve as access for the single family homes that exist behind them on property zoned DR 5.5, these homes also having the same 50-foot wide lots.

The subject site is adjacent to a Wells Fargo Bank property which has a parking lot on-site as well as an adjacent parking lot on the north side of the alley behind the bank.

In examining an attached older aerial photo of the property, one can see a 1 1/2 story home with a small one story addition on the back and then a detached garage. Then when checking another attached photo taken for Google dated September 2012, taken from the northeast corner of the Wells Fargo property where the back alley intersects N. Stuart St., one can see the large 2 story addition on the back half of the original house plus adding on beyond the original foundation and the connection to what was the detached garage. The garage has been modified with a porch entrance off of the alley. The variance request indicates that the original house (prior to the current additions already made) was 1,832 sq. ft. and it indicates that the footage has been more than doubled to 4,324 sq. ft. of office space, which would require 15 parking spaces. However, because the building footprint of the original structures plus the additions has taken up so much of the available property, it is only possible to get 6 parking spaces on the property. Even then 1 of the parking spaces is a stacked space which is trapped with a vehicle behind it.

A parking variance which only provides 40% of the required parking does create a reasonable expectation that employee/client parking from this site is going to occur offsite, which in this case means on the adjacent street network. While some parking can take place on Eastern Blvd in front of this business and other adjacent businesses and residents in the immediate vicinity, it is also likely to take place on N. Stuart St given the fact that this site is located so close to the end of the block. Given the adjacent proximity of the residentially zoned DR 5.5 community to the north, there is significant risk that granting this parking variance will result in employees/clients from this site parking adjacent to and in front of residential homes on N. Stuart St outside of the established BL zone. When evaluating such sites in the past, the manner in which they need to be evaluated should be based on how the property is zoned, not based on how the petitioner is proposing to use it. If the current owner would get the variance to not provide the 60% of the spaces that are required, the property will eventually transfer to someone else and if they maximize the use of the buildings by squeezing the maximum number of employees in the site, it could end up generating very substantial parking issues in the adjacent residential community. Thus the site and the requested variance should be evaluated based on the reasonable and expected potential use of the property. There had to be some reason why such a large building was placed on the site, and with only 6 parking spaces for it, even if there are only 6 people working in the

building, that gives each person 720 sq. ft. each, or a 27' x 27' area. There are several single-family homes within a 500-foot radius of this site that are this size or not much larger, housing an entire family. In this case, the current building is supposedly providing an equal amount of office space for 1 person? Thus it does generate a significant question of the adverse parking impacts the site could generate based on the projected available office floor area.

In examining the other converted single-family homes along this stretch of both sides of Eastern Blvd, this does appear to be about the largest such converted building in the area. Even though the property next door at #628 Eastern Blvd (shown on the site plan) appears to be somewhat large, it should be noted that building is only 1 story tall instead of 2, and it also has an available parking area in the rear that, with stacked parking, would be twice what can be provided for the subject site. As such, the subject site at #630 Eastern Blvd not only has a significant probability of shifting commercial parking demand into the adjacent residential community, it also appears out of scale with the comparable converted commercial sites that are within the general area. Should you have any questions regarding this information or wish to discuss it in further detail, please let me know.

Stephen E. Weber, Chief
Div. of Traffic Engineering
Baltimore County, Maryland
111 W. Chesapeake Avenue, Rm. 326
Towson, MD 21204
(410) 887-3554

>>> People's Counsel 7/30/13 12:06 PM >>>
Mr. Weber,

Attached is a copy of the violation file. It is only 1 page.

Rebecca M. Wheatley
Legal Secretary
Office of the People's Counsel for Baltimore County
410-887-2188 Phone
410-823-4236 Fax



6 North Stuart Street Essex, Maryland, United States
Address is approximate

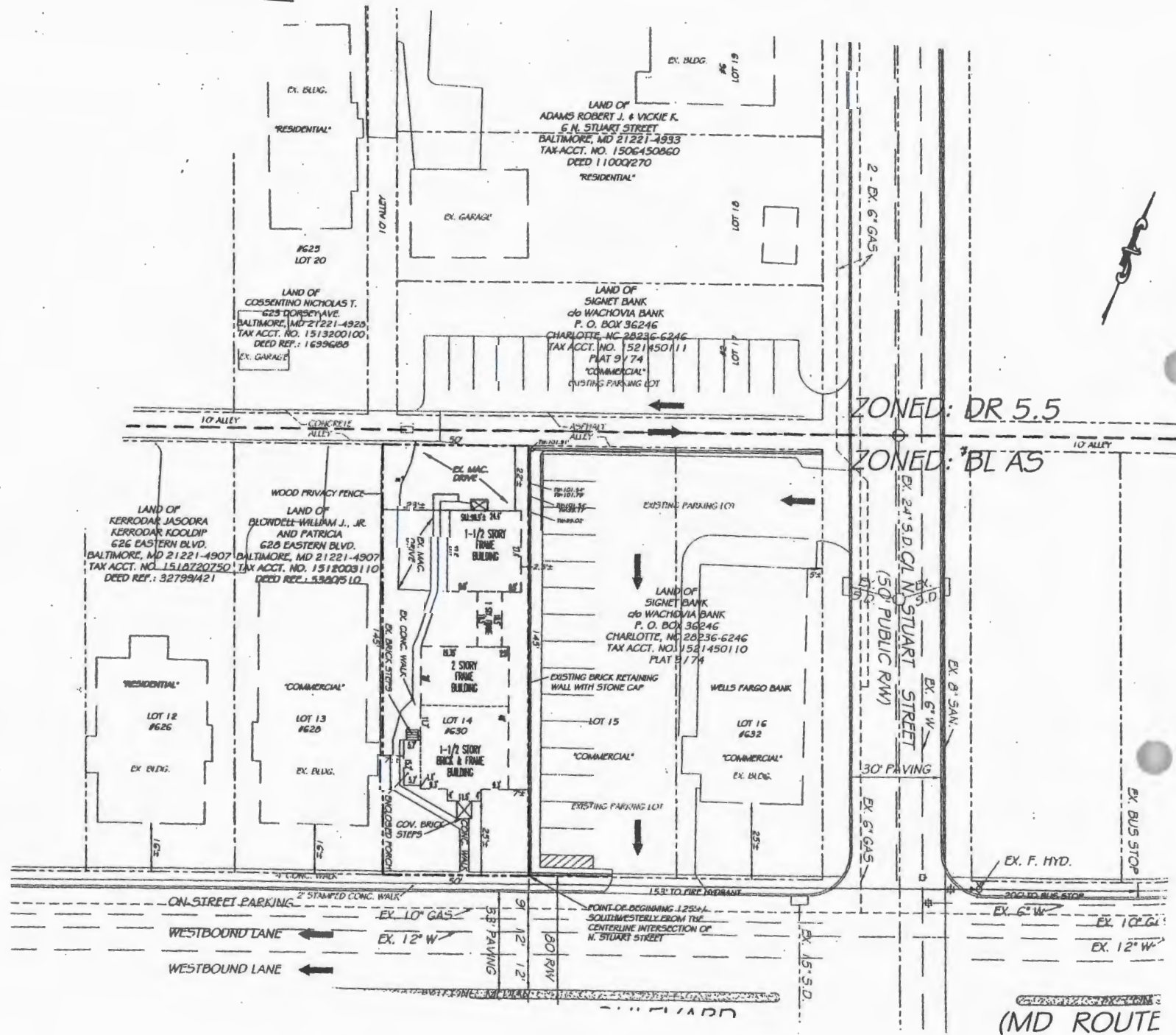
Photos



Image Date: September 2012

Report a problem

130



(MD ROUTE



Baltimore County, Maryland

OFFICE OF PEOPLE'S COUNSEL

Jefferson Building
105 West Chesapeake Avenue, Room 204
Towson, Maryland 21204

410-887-2188
Fax: 410-823-4236

PETER MAX ZIMMERMAN
People's Counsel

August 8, 2013

CAROLE S. DEMILIO
Deputy People's Counsel

HAND DELIVERED

John Beverungen, Administrative Law Judge
The Jefferson Building
105 W. Chesapeake Avenue, Suite 103
Towson, Maryland 21204

RECEIVED

AUG 08 2013

Re: William & Stacey DeCarlo
630 Eastern Boulevard
Hearing date: September 4, 2013, 10 AM
Case No.: 2014-003-A

OFFICE OF ADMINISTRATIVE HEARINGS

Dear Judge Beverungen,

Upon review of this petition for parking variance and site plan, there are several procedural and substantive concerns. These warrant scrutiny and preliminary comment.

The property at 630 Eastern Boulevard is on the north side of the road. An alley runs along the rear. A Wells Fargo bank adjoins the property's east boundary, situated at the northwest corner bank of the Eastern Boulevard/Stuart Street intersection. To the west, there is a law office in a converted residence. Across the rear alley, there is an extended row of the bank's parking lot and a dwelling at the corner of Stuart Street and Dorsey Avenue. There are also residences to the west across the alley, which front on Dorsey Avenue.

The zoning is B.L./A.S. (Business-Local/Automotive-Service Overlay), which zone extends along Eastern Boulevard to the depth of the alley. However, across the alley, the zoning is D.R. 5.5 (Density-Residential) for the bank parking lot row annex and the residences.

The net land area of the subject property is 7,250 square feet (50' frontage x 145' depth).. The property has been used as a dwelling with a rear garage for many years. Recently, Petitioners constructed major additions to more than double the usable building floor space.

On November 16, 2012, County Inspector Lewis Mayer cited petitioners for a violation of the law by failing to obtain a building permit for additions to buildings and change of occupancy to convert a dwelling to office use, and failure to obtain all required inspections. See attached citation and Site Plan Note 18. The violation case is filed as Case No. EA0220115.

The violation case precipitated the present zoning petition. There is no indication that Petitioners challenge the merits of the citation. Rather, the present zoning petition is geared to legitimize the additions and conversion.

The zoning petition brings into play BCZR 409, Off-street Parking and Loading. BCZR 409.1.A provides, among other things, that "When an existing structure or use is enlarged, accessory off-street parking and loading shall be provided in accordance with the following regulations."

BCZR 409.2 requires a plan

"... at an appropriate level of detail showing such parking or loading spaces, including the means of access and interior circulation both from the standpoint of the project itself and in relation to its surroundings."

As relevant here, BCZR 409.3 addresses parking space dimensions; 409.4, access to parking spaces, including driveways and aisles; 409.5, small car spaces; 409.6, required number of spaces; 409.7, location of parking; and 409.8.A, design standards.

Petitioners request a variance to allow six parking spaces instead of the required fifteen under BCZR 409.6. According to site plan Note 6, the existing use is for a dwelling occupying 1,832 square feet, with attached garage. The proposed use is for offices stated to occupy 4,324 square feet, with both existing dwelling and garage converted to office use, along with the additions. It is unclear from the site plan whether the second and/or "1/2" stories above the first story is included in either the existing or proposed calculations.

The attached SDAT real property information data sheet reflects the property is taxed for residential use, with a primary structure built in 1950 and 1,650 square feet of enclosed area for the primary dwelling. Google earth shows a two-story residence (described as 1-1/2 on the site plan) with a sloped roof, plus significant additions.

There are procedural and substantive concerns.

While site plan Note 6 provides numbers for the addition, the drawings do not provide any intelligible description of the existing dwelling and garage in relation to the additions. Nor do they show the dimensions or areas in any intelligible way. There needs to be a new site plan, with proper descriptions, dimensions and calculations. Meanwhile, if we accept Petitioners' before and after statement of 4,324/1,832/4, 324 square feet, the addition results in occupancy of 236% of the original area. It is unclear how or why this occurred without a proper permit and inspection. There is no explanation so far.

The site plan off-street parking detail shows all six parking spaces in the rear section of the site, with four spaces perpendicular to and touching the rear boundary along the alley and two stacked spaces for employees along the side of the rear addition. One of the rear spaces is handicapped van accessible. There is no description of the dimensions of the parking spaces. The

access is apparently by the alley, as there is no room for a driveway from Eastern Boulevard past the narrow space between the building and the boundary.

Substantively, apart from the questionable situation of access restricted to the alley, the parking variance (six instead of the required fifteen) is substantial. Whether or not Petitioners claim a light office use, there is no way to monitor or control that. Moreover, there is a myriad of business and office uses permitted in the B.L. Zone.

A key problem is that any parking overflow will likely spill over to residential streets along Stuart Street or Dorsey Road. At present, so far as we are aware, there is no agreement with Wells Fargo Bank for use of their parking lot.

Separately, the site plan does not address the design standards of BCZR 409.8.A.1, which pertains to design, screening, and landscaping. There is no landscaping shown on the site plan, although there do appear to be some plantings on the site. There is a low brick retaining wall on the east boundary. There also appears to be a higher fence, perhaps new, on the east boundary to the rear.

The entire situation has the earmarks of overbuilding and overcrowding this site. Review of the attached My Neighborhood Map and Google Earth photos does not indicate anything unique about the property. Rather, this appears to be a classic case of self-created difficulty or hardship. See Cromwell v. Ward 102 Md. App. 691, 722 (1995); Montgomery County v. Rotwein 169 Md. App. 716, 733 (2006).

The Court of Special Appeals provided a nice summary of the self-created difficulty in Chesley v. City of Annapolis 176 Md. App. 413, 437-38 (2007). There, the applicants built such a large house of 5,000 square feet that they had no place to put a desired garage without a front yard setback variance. Judge Sally Adkins (later elevated to the Court of Appeals) focused on Judge Dale Cathell's discussion in Roeser v. Anne Arundel County 368 Md. 294, 314-17 (2002). Judge Adkins wrote, *inter alia*, at 176 Md. App. 437-38,

"The Court of Appeals affirmed the circuit court's decision and rationale. See *id.* at 320, 793 A.2d 545. Writing for the Court, Judge Cathell explained that

[t]he types of hardships that are normally considered to be self-created in cases of this type do not arise from purchase, but from those actions of the landowner, himself or herself, that create the hardship, rather than the hardship impact, if any, of the zoning ordinance on the property.

Id. at 314, 793 A.2d 545. Thus, the "typical type of self-created hardship [is] ... an act of commission by the owner[.]" *Id.* at 317, 793 A.2d 545. Mere purchase of a property, even with knowledge that a variance will be needed in order to accomplish the purchaser's plans, does not constitute a self-created hardship meriting denial of a variance request, because zoning law regulates the property itself, rather than the title to it. See *id.* at 319, 793 A.2d 545. Therefore, " '[i]t should not be within the discretion of a board of appeals

to deny a variance solely because a purchaser bought with knowledge of zoning restrictions[.]” *Id.* at 304, 793 A.2d 545 (quoting 3 Arden H. Rathkopf & Daren A. Rathkopf, *The Law of Zoning and Planning* § 58.22, 141-48 (1991)).

To illustrate this principle, the *Roeser* Court contrasted the mere purchase of a property in the hope of obtaining a variance with instances in which the property owner took some affirmative action that created the hardship for which the variance was sought. The cited case law included examples of buildings constructed in violation of established setbacks, height restrictions, and building permit requirements. See *id.* at 314-16, 793 A.2d 545. See, e.g., *Ad + Soil, Inc. v. County Comm'rs of Queen Anne's County*, 307 Md. 307, 316, 340, 513 A.2d 893 (1986)(construction that violated setbacks was self-inflicted condition creating need for requested variance request); *Randolph Hills, Inc. v. Montgomery County*, 264 Md. 78, 83, 285 A.2d 620 (1972)(subdivision that created unbuildable lot was self-inflicted condition creating variance request); *Salisbury Bd. of Zoning Appeals v. Bounds*, 240 Md. 547, 554-55, 214 A.2d 810 (1965)(construction without building permit was self-inflicted condition creating variance request); *Wilson v. Mayor of Elkton*, 35 Md.App. 417, 428, 371 A.2d 443 (1977)(addition of unit to nonconforming apartment building was self-inflicted condition creating need for setback variance).” Emphasis supplied.

It is sometimes said that a violation is irrelevant to review of a zoning petition, but this is only partially true. Frequently, the initial disregard of the zoning law leads to a problem situation which does not satisfy the legal standards.

Furthermore, as far as the basic variance standards under BCZR 307.1 go, there does not appear to be any unique situation of the property resulting in practical difficulty. *McLean v. Soley* 270 Md. 208, 213-14 (1973); *Trinity Assembly of God v. People's Counsel* 407 Md. 53, 77-85 (2008). Furthermore, the conversion and additional construction translates to a “convenience” and not to a practical difficulty. See *Mills v. Godlove* 200 Md. App. 213, 226-28 (2011), variance to minimum lot acreage, width and setback requirements for parking of dump trucks, backhoe, and trailer used in a paving business merely for convenience.

I have spoken with Robert Infussi, the Petitioner's representative, to alert him in a general way to the concerns about site plan's lack of clarity and the lack of justification for any variance. Among other things, Mr. Infussi responded that there are contacts being made to Wells Fargo Bank with respect to a potential agreement for Petitioners to utilize some of the bank's parking spaces in order to meet the minimum of 15 spaces. I look forward to any further response.

The potential use of bank spaces deserves additional comment. Any offsite spaces are subject to BCZR Section 409.7.C, which requires a written guarantee for future availability and maintenance. In addition, such they must be conditioned upon periodic review by the PAI Director.

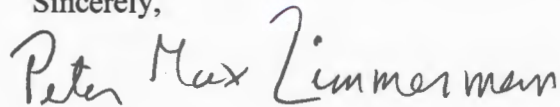
Also, in view of the general situation, it appears likely that any potential offsite bank spaces would be in the row on the other side of the alley, in the D.R. 5.5 Zone. If so, it appears

there will be required a use permit for business parking in a residential zone, BCZR 409.8.B, subject to all the applicable standards there. It appears there would also have to be a residential transition area landscape buffer and parking setback and landscape buffer variances because of the adjacent residence at 6 North Stuart Street. BCZR 1B01.1.B.1.d.3, e.(2),(5) .

Finally, while Site Plan Note 20 contains the common boilerplate language that any sign will comply with BCZR 450, it appears that at least a preliminary or conceptual signage plan subject to review by the Department of Planning should be a prudent condition of any zoning approval so that any proposed signage is suitable for this location.

As these observations are preliminary, we repeat that we are open to review any further observations or response from Petitioners' representative, as well as any comments from the Zoning Advisory Committee and/or county staff.

Sincerely,

A handwritten signature in cursive script that reads "Peter Max Zimmerman".

Peter Max Zimmerman
People's Counsel for Baltimore County

cc: Robert Infussi, Expedite, LLC, 1536 Dunkeld Way, Bel Air, MD 21015
Carl Richards, Zoning Supervisor
Lynn Lanham/Curtis Murray, Dep't of Planning
Dennis Kennedy, Dep't of Permits, Approvals, and Inspections
Stephen Weber, Chief of Traffic Engineering
Lewis Mayer, County Inspector
Jean Tansey, County Landscape Architect

KEVIN KAMENETZ
County Executive



LAW
Managing Administrator
JOHN E. BEVERUNGEN
Administrative Law Judge

Kristen/June, 1/6
Please file
this in file
folder for
Case 14-0003A.
Thanks. Deb

January 6, 2014

Bob Infussi
1536 Dunkeld Way
Bel Air, Maryland 21015

RE: Petition for Variance
Property: 630 Eastern Avenue
Case No.: 2014-0003-A

Dear Mr. Infussi:

I am in receipt of your December 31, 2013 correspondence regarding the above zoning case. In that Order, your client was provided a six (6) month "grace period" in which to obtain written permission for the six (6) parking spaces on the adjoining lot. The Order is dated September 5, 2013, and as such your client has until March 5, 2014 to secure the approval. In these circumstances, an extension is not required at this juncture.

Sincerely,

A handwritten signature in black ink, appearing to be "JEB", written over the printed name.

JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:dlw

c: William and Stacey DeCarlo, 630 Eastern Avenue, Baltimore, Maryland 21221
Art Leonard, 2110 Rosante Ct., Fallston, Maryland 21047

Debra Wiley - Request Letter

From: Bob <expedite.llcrinfussi@verizon.net>
To: <dwiley@baltimorecountymd.gov>
Date: 12/31/2013 11:21 AM
Subject: Request Letter
Attachments: 630easternaveletterjudge12302013.doc

Deb;

Please find attached a letter to John asking for an extension for our Variance.
I will await your office reply.

Thanks and have a Great New Year.

Bob

Robert Infussi

410-812-2236 c



EXPEDITE, LLC
Consulting

ROBERT M. INFUSSI, SR. President

December 31, 2013

The Honorable John E. Beverungen
Administrative Law Judge
105 West Chesapeake Avenue
Suite 103
Towson, Maryland 21204

Re: Case No. 2014-0003-A
630 Eastern Avenue

Dear Judge Beverungen:

My client and I would like to respectfully request an extension for our variance which was granted on September 5, 2013. The variance was to grant (6) parking spaces for an office in lieu of the required (15).

As part of the variance, we were required to obtain a letter from the property owner in order to allow parking for (6) passenger cars on the adjoining premises, which is shown on the site plan. There is a history of ownership for the property by a few banks, and we are close to getting the letter; however, this letter will be coming directly from one of the Bank office which is based in Texas.

Because of the holidays, our communications have slowed but will immediately be picked up once again in January. To reiterate, we are asking and requesting an extension so that we may press hard in the coming weeks to satisfy the commitment to Baltimore County.

Additionally, I have been in constant communication with the Building Inspection Department to let them know the current status.

Sincerely,

Robert Infussi, President
Expedite, LLC Consulting

1536 Dunkeld Way • Bel Air, Maryland 21015 • 410 - 812 - 2236 • Fax: 410 - 836 - 7271
E-Mail: expedite.llcrinfussi@verizon.net

Debra Wiley - Request for File

From: Debra Wiley
To: Wisnom, June
Date: 2/21/2014 2:55 PM
Subject: Request for File

Hi June,

John is requesting the next time you come over if you could bring Case No. 2014-0003-A; this file was returned to your office in January. However, additional information has been received.

Thanks in advance and have a great weekend !

Debbie Wiley
Legal Administrative Secretary
Office of Administrative Hearings
105 West Chesapeake Avenue, Suite 103
Towson, Md. 21204
410-887-3868
410-887-3468 (fax)
dwiley@baltimorecountymd.gov

John Beverungen - 2014-0003-A

From: John Beverungen
To: expedite.llcrinfussi@verizon.net
Date: 2/26/2014 3:34 PM
Subject: 2014-0003-A
CC: Debra Wiley

Mr. Infussi,

I am in receipt of your letter dated February 20, 2014, in connection with the above zoning case. The September 5, 2013, Order in that case required your client to obtain "written permission (in the form of a contract or lease) for parking up to 6 passenger vehicles" on an adjoining lot owned by Wells Fargo.

Your letter enclosed an eight (8) page License Agreement which states (on page 5) that it is not a lease. But under Maryland law a license is a contract (Andy's Ice Cream v. City of Salisbury, 125 Md.App. 125 (1999)), and thus the agreement you provided (which permits parking of 6 vehicles) satisfies the condition in the September 5, 2013 Order.

A copy of your letter, and this e-mail response, will be included in the case file. Please make sure to provide a copy of the Agreement to the County's Department of PAI, as required in the original Order.

John Beverungen
ALJ



EXPEDITE, LLC
Consulting

ROBERT M. INFUSSI, SR. President

February 20, 2014

The Honorable John E. Beverungen
Administrative Law Judge
105 West Chesapeake Avenue
Suite 103
Towson, Maryland 21204

RECEIVED

FEB 21 2014

OFFICE OF ADMINISTRATIVE HEARINGS

Re: Case No. 2014-0003-A
630 Eastern Avenue

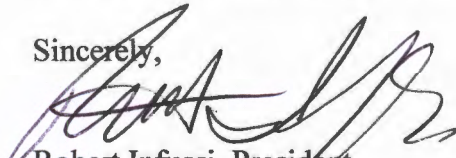
Dear Judge Beverungen:

Please find attached an agreement from Wells Fargo Bank a Parking License Agreement that has been signed by the bank and my client and has been executed.

As part of the variance, we were required to obtain a letter from the property owner in order to allow parking for (6) passenger cars on the adjoining premises, which is shown on the site plan.

I will communicate with the Building Inspection Department to let them know the current status.

Sincerely,



Robert Infussi, President
Expedite, LLC Consulting

1536 Dunkeld Way □ Bel Air, Maryland 21015 □ 410 - 812 - 2236 □ Fax: 410 - 836 - 7271
E-Mail: expedite.llcrinfussi@verizon.net

FEB 21 2014

PARKING LICENSE AGREEMENT
Essex, MD (632 Eastern Blvd.) (BE #141876)

OFFICE OF ADMINISTRATIVE HEARINGS

THIS PARKING LICENSE AGREEMENT is entered into by WELLS FARGO BANK, N.A. ("Licensor"), and COMMERCIAL CAD, INC. ("Licensee"), as of the date this Agreement is executed by the last to sign of Licensor and Licensee as shown on the signature page(s) attached hereto.

The parties hereby agree as follows:

1. **Grant of License.** Licensor is the owner of certain real property and improvements thereon located at 632 Eastern Boulevard, Essex, Maryland ("Property"). Subject to Licensee's compliance with all the terms and provisions of this Agreement, Licensor grants to Licensee a license ("License") to enter upon a portion of the Property, designated in red as the "Parking Area" on Exhibit A attached hereto and incorporated herein by reference, for the sole purpose of using six (6) non-exclusive, non-reserved parking spaces ("Parking Spaces"), and for no other purpose.

2. **Term.** The term of this Agreement ("Term") commences February 1, 2014 ("Commencement Date"). The Term will automatically renew for successive one (1) year terms unless either party gives at least ninety (90) days' prior written notice to the other party prior to the expiration of the current term that does not wish to extend this License for an additional one (1) year period, or as earlier terminated as otherwise provided herein. Notwithstanding the foregoing, Licensor may terminate this License at any time during the Term with sixty (60) days' prior notice to Licensee, in the event Licensor: (1) sells the Property, (2) redevelops the Property, (3) needs to use the Parking Spaces for its own use, or (4) needs the Parking Spaces in order to meet the requirements of zoning or any other applicable law.

3. **Payment.** Licensor shall not charge any rental or other fee for this License.

4. **Use.** Licensee shall (a) not use the Property or the Parking Spaces for any purpose other than for ingress and egress to and from the Parking Spaces and for parking motor vehicles in the Parking Spaces; (b) comply with all rules and regulations promulgated now or in the future by Licensor with respect to the use and occupancy of the Property and/or the Parking Spaces; (c) not obstruct any entranceways, driveways, exits, emergency vehicle access areas, drive-thru teller lanes, automated teller machine areas or night depository areas located on the Property; and (d) use its good faith, best efforts to prevent any act from occurring on or about the Property that constitutes a nuisance or creates unpleasant or offensive noises or odors.

5. **As Is.** Licensee hereby acknowledges that neither Licensor nor any of Licensor's agents, representatives or officers have made any representation or warranty, either express or implied, with regard to the condition of the Property or the Parking Spaces, or with regard to the suitability or fitness of the Property or the Parking Spaces for Licensee's intended use. Licensee further accepts the Property and the Parking Spaces in "AS IS" and "WHERE IS" condition, with all faults and defects (known and unknown).

6. **Alterations.** Licensee shall not make any alterations or construct any improvements at the Property without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion without considering the interests of Licensee or any third-party.

7. **Compliance with Laws.** Licensee shall, at its sole cost and expense, comply with all applicable governmental and quasi-governmental laws, ordinances, codes, regulations and statutes pertaining to Licensee's use and occupancy of the Parking Spaces obtain all necessary permits for such use and occupancy.

8. Insurance.

8.1. During the Term, Licensee shall maintain: (i) Commercial General Liability insurance ("CGL Insurance") with limits of liability not less than \$1,000,000 per occurrence with a general aggregate of not less than \$2,000,000 covering liability arising from the Property, its operations, independent contractors, product-completed operations, personal injury, and advertising injury, and also shall include a contractual liability endorsement that insures Licensee's assumed liability under this Agreement; (ii) Commercial Automobile Liability insurance ("CAL Insurance") with limits of liability not less than \$1,000,000 per occurrence covering bodily injury, including death, and property damage for liability arising from use of Licensee's owned, non-owned, and hired vehicles; (iii) Workers' Compensation insurance ("WC Insurance") in accordance with all federal and state statutory requirements and Employers' Liability insurance ("EL Insurance") in an amount of not less than \$1,000,000 per accident for bodily injury and \$1,000,000 per employee/aggregate for disease; and (iv) Umbrella Liability insurance ("Umbrella Liability Insurance") with limits of liability of not less than \$5,000,000 per occurrence that applies on a "following form" basis and is in excess of the underlying CGL Insurance, CAL Insurance, and EL Insurance limits of liability with the Umbrella Liability Insurance policy listing the CGL Insurance, CAL Insurance, and EL Insurance policies on its schedule of underlying Insurance (collectively, "Liability Insurance").

8.2. Licensee hereby waives and releases Licensor of and from any and all rights of recovery, claims, actions, or causes of action against Licensor, its respective employees, officers, directors, subsidiaries, affiliates, agents, or representatives, to the extent covered by Casualty Insurance. Each Casualty Insurance policy must be endorsed to reflect the insurer's acceptance of this waiver of subrogation. The above waiver of subrogation applies whether or not there are any deductibles or self-insured retentions and in the absence of any Liability Insurance.

8.3. For each Casualty Insurance policy, except WC Insurance, EL Insurance, and CAL Insurance, Licensee shall name Licensor, its respective employees, officers, directors, subsidiaries, affiliates, agents, and representatives, as additional insureds. In addition, the Casualty Insurance policies must be endorsed to be primary and non-contributory, rather than excess, with respect to their additional insured status. If a Casualty Insurance policy does not contain a standard ISO separation of insureds provision, it must be endorsed to provide cross-liability coverage. Further, the Casualty Insurance policies must not have any cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by one insured under the policy against another insured under the policy.

8.4. All insurance policies required by this Section 8 (i) must be issued by insurance companies having an "A" rating or better by Standard and Poor's, and if not rated by Standard & Poor's, then a rating of "A" by A.M. Best Company, and (ii) may be satisfied by a primary policy or combination of primary and umbrella policies. The insurance provisions in this Section 8 set forth the minimum amounts and scopes of coverage to be maintained by Licensee and are not to be construed in any way as a limitation on Licensee's liability under this Agreement.

8.5. Licensee shall not self-insure any of its obligations under this Agreement; provided, however, that Licensee may elect not to provide WC Insurance, but only for those employments that are not compulsory according to applicable law in the jurisdiction where the Property are located. The responsibility to fund any financial obligation for self-insurance, the election not to insure, and the amount of any deductible are assumed by, for the account of, and at the sole risk of Licensee. The application of coverage within the election not to provide WC Insurance and/or any deductibles is deemed covered in accordance with the policy forms set forth in this Section 8.

8.6. Licensee shall furnish Certificate(s) of Insurance evidencing all of the above-described insurance policies, waivers of subrogation, additional insured obligations, and separation of insured provision prior to or upon execution of this Agreement and annually not later than ten (10) business days after the expiration of each policy. All policies shall provide that not less than thirty (30) days' prior written notice of cancellation, material modification, reduction in coverage, or non-renewal shall be given to the Licensor.

8.7. If Licensee fails to procure any of the insurance required under this Section 8, or fails to maintain the same in full force and effect continuously during the Term, then Licensor shall have the right to obtain such insurance, and Licensee shall reimburse Licensor upon demand for all costs and expenses of obtaining such insurance.

9. Indemnification. Licensee shall indemnify, hold harmless, pay, and reimburse Licensor and Licensor's agents, employees, officers, affiliates, and representatives from, for, and against any and all costs (including, without limitation, reasonable attorney fees and court costs), expenses, claims, liabilities, causes of actions and damages related to, or in connection with, (i) the use of the Parking Spaces by Licensee or any of the Licensee Parties (as defined below), (ii) any default by Licensee under this Agreement, or (iii) any other act or omission of Licensee or any of the Licensee Parties. Licensee shall be responsible, and shall reimburse Licensor on demand, for any costs or expenses incurred by Licensor in connection with any damage caused by Licensee or any of the Licensee Parties to the Property or any other property owned by Licensor.

10. Waiver. To the fullest extent permitted by law, Licensee, on behalf of itself and all the Licensee Parties, hereby waives any and all claims against Licensor and the Property, and hereby releases Licensor and the Property from and against any and all claims and liabilities arising out of, or in connection with, (i) the use of the Parking Spaces by Licensee or any of the Licensee Parties, (ii) any default by Licensee under this Agreement, or (iii) any other act or omission of Licensee or any of the Licensee Parties.

11. Remedies. If Licensee defaults in the performance of any of its obligations, agreements, or covenants contained in this Agreement, Licensor may, without any notice to Licensee, and in addition to all rights and remedies available to Licensor at law or in equity, terminate this Agreement. In addition if Licensee fails to remove, prior to the expiration or earlier termination of the Term, any property brought onto the Property by Licensee (including any vehicles) (collectively, the "Licensee's Property"), then Licensor may, without any notice to Licensee, remove Licensee's Property from the Property and store Licensee's Property, all at the sole cost and expense of Licensee. Licensor is not liable to Licensee for any damage to Licensee's Property caused by such removal and storage and Licensee shall reimburse Licensor upon demand for all costs and expenses incurred by Licensor in connection with such removal and storage. Without limiting the foregoing, Licensor may sell, or cause to be sold, Licensee's Property to pay any cost of removal and/or storage of Licensee's Property or any other expenses of Licensor caused by Licensee's default(s) hereunder without having any obligation to account to Licensee for the funds derived from such sale.

12. Surrender. Licensee shall, prior to the expiration of the Term and at its sole cost and expense, (i) clean and restore the Parking Spaces to the same or better condition as on the Commencement Date, and (ii) repair any damage caused to the Property or the Parking Spaces resulting from the use or occupancy of the Property or the Parking Spaces by Licensee or any of Licensee's employees, representatives, agents, contractors, invitees, guests, designees or customers, or any other third party using any of the Parking Spaces (collectively, the "Licensee Parties").

13. **No Assignment.** Licensee shall not assign, transfer, or sublet this Agreement, the License, or any of the rights under this Agreement without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion without considering the interests of Licensee or any third-party.

14. **Notices.**

14.1. **Written Notice; Delivery Methods.** Each party giving or making any notice, request, demand, consent, approval, or other communication (each, a "**Notice**" (but sometimes "**notice**")) pursuant to this Agreement shall: (i) give the Notice in writing; (ii) cause the Notice to be signed by an authorized representative of the sending party (the sending party's attorney is authorized to sign and send a Notice on behalf of the sending party); and (iii) use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: (a) personal delivery; (b) Registered or Certified Mail, in each case, return receipt requested and postage prepaid; (c) nationally recognized overnight courier, with all fees prepaid; (d) facsimile (but only if a party's fax number is included in its notice address below); or (e) e-mail (but only if a party's e-mail address is included in its notice address below)).

14.2. **Addresses.** Each party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "**Addressee**") at the addresses set forth below or to another Addressee or at another address as designated by a party in a Notice pursuant to this **Section 14.**

To Licensor: Wells Fargo CPG
Attn: MAC D1116-L10 (BE #141876)
1525 West W.T. Harris Blvd.
Charlotte, NC 28262
F: 704.590.0436
E: PropertyAdmin@WellsFargo.com

To Licensee: Robert Infussi, Sr.
Expedite, LLC Consulting
1536 Dunkeld Way
Bel Air, Maryland 21015
410-812-2236
Email: expedite.llcrinfussi@verizon.net

14.3. **Effectiveness of a Notice.** Except as provided elsewhere in this Agreement, a Notice is effective only if (A) the party giving the Notice has complied with **Sections 14.1** and **14.2** above and (B) the Notice is deemed to have been received by the Addressee as provided below. A Notice is deemed to have been received by the Addressee as follows: (i) if a Notice is delivered in person, or sent by Registered or Certified Mail, or nationally recognized overnight courier, upon receipt by the Addressee as indicated by the date on the signed receipt; (ii) if a Notice is sent by facsimile, upon receipt by the party giving the Notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the Addressee's facsimile number; (iii) if a Notice is sent by e-mail, upon sending the e-mail to the Addressee's designated e-mail address; and (iv) if the Addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver the Notice; provided, however, that if a Notice is sent by facsimile or e-mail, the party sending the Notice also must send, on the date that the facsimile or e-mail is sent, a confirmation copy of the Notice (including the acknowledgement/transmission report described above) by one of the other methods set forth in **Section 14.1** above (or else such facsimile or e-mail notice is void).

14.4. **Delivery Time of Notice.** Notwithstanding the foregoing, if any Notice is received after 5:00 p.m. on a business day where the Addressee is located, or on a day that is not a business day where the Addressee is located, then the Notice is deemed received at 9:00 a.m. on the next business day where the Addressee is located.

15. **Additional Terms.**

15.1. **No Lease.** This Agreement does not create the relationship of landlord and tenant between Licensor and Licensee. Licensee has no control over the Property or any of the improvements located thereon.

15.2. **Successors or Assigns.** The terms, conditions, covenants, and agreements of this License extend to and are binding upon Licensor, Licensee, and their successors and assign, if any, and upon any person or entity coming into ownership or possession of any interest in the Property by operation of law or otherwise.

15.3. **Severability.** If any term, covenant, or condition of this License or the application thereof to any person or circumstance is, to any extent, invalid, illegal, or unenforceable, the remainder of this License, or the application of such term, covenant, or condition to parties or circumstances other than those to which it is held invalid, illegal, or unenforceable, is not affected thereby and each term, covenant, and condition of this License remains valid and enforceable to the fullest extent permitted by law, but only if the essential terms and conditions of this License for each party remain valid, binding, and enforceable.

15.4. **Waiver.** The parties may waive any provision of this License only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this License, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity.

15.5. **Amendment.** The parties may amend this License only by a written agreement of the parties that identifies itself as an amendment to this License (including a facsimile thereof per Section 15.10 below).

15.6. **Headings/Captions.** The descriptive headings/captions of the sections and subsections of this License are for convenience only, do not constitute a part of this License, and do not affect this License's construction or interpretation. The words "herein", "hereof", and "hereto" when used in this License refer to this License in its entirety and not solely to any specific sentence, paragraph, or section.

15.7. **Choice of Law.** The laws of the state, commonwealth, or jurisdiction where the Property is located (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this License and the transactions it contemplates, including its interpretation, construction, performance, and enforcement.

15.8. **Authority to Execute.** Each party represents to the other that this License has been duly authorized, executed, and delivered by and on behalf of such party and constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this License. In addition, Licensor represents to Licensee that Licensor has the full right, power, and authority to enter into this License without the necessity of obtaining any third party approval (other than those already obtained

by Licensor) and that the terms of this License do not violate any License, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this License.

15.9. No Construction Against Drafting Party. Licensor and Licensee acknowledge that each of them and their respective counsel have had an opportunity to review this License and that this License will not be construed for or against either party merely because such party prepared or drafted this License or any particular provision thereof.

15.10. Counterparts. The parties may execute this License in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile (e.g., Telecopier, scanned PDF by e-mail, etc.) is as effective as executing and delivering this License in the presence of the other parties to this License. This License is effective upon delivery of one executed counterpart from each party to the other parties. In proving this License, a party must produce or account only for the executed counterpart of the party to be charged. Any party delivering an executed counterpart of this License by facsimile also shall deliver a manually executed counterpart of this License, but the failure to do so does not affect the validity, enforceability, or binding effect of this License.

15.11. Acceptance. The submission of this License to Licensor by Licensee or to Licensee by Licensor does not constitute an offer to License. This License becomes effective only upon the execution and delivery thereof by both Licensor and Licensee.

15.12. Damages. Notwithstanding anything set forth in this License to the contrary, neither party is liable to the other for any special, indirect, punitive, or consequential damages.

15.13. Time of the Essence. Time is of the essence in this License.

15.14. Business Days. The term "business day" means, as to any party, any day that is not a Saturday, Sunday, or other day on which national banks are authorized or required to close in the state, commonwealth, or jurisdiction where the Property is located. If the last day of any time period under this Agreement, or the last day for performance of any obligation, or for giving any notice, or for taking any other action under this Agreement falls on a day that is not a business day, then the last day of such time period is extended to the first day thereafter that is a business day.

15.15. Attorneys' Fees. In the event of any litigation related to this License, whether to enforce its terms, recover for default, or otherwise, if either party receives a judgment, settlement, or award in its favor (the "Receiving Party") against the other party (the "Paying Party") in such litigation, the Paying Party shall pay upon demand all of the Receiving Party's costs, charges, and expenses (including reasonable attorneys' fees, court costs, and expert witness fees) arising out of such litigation (including the costs of any appeal related thereto); provided, however, that if prior to commencement of a trial in the litigation the Paying Party offers to pay an amount equal to or in excess of such judgment, settlement, or award, the Receiving Party is not entitled to any such costs, charges, expenses, or attorneys' fees.

15.16. Third-Party Beneficiaries. This License does not and is not intended to confer any rights or remedies upon any person or legal entity other than the signatories.

15.17. Survival. The provisions of this License that would require that they survive the termination of the License in whole or part to give them full effect survive the expiration or earlier termination of this License in whole or part for any reason, regardless of the date, cause, or manner of such termination. In addition, all rights of action arising from or related to this License that accrue during the

term of the License, and any remedies for such claims, both legal and equitable, survive the expiration or earlier termination of this License.

15.18. Merger/Prior Agreements. THIS LICENSE CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS LICENSE. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS LICENSE ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS LICENSE. THE PROVISIONS OF THIS LICENSE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS LICENSE, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS LICENSE. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS LICENSE OTHER THAN THOSE EXPRESSLY STATED IN THIS LICENSE.

16. Waiver of Jury Trial.

EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.

[SIGNATURES ON FOLLOWING PAGE]

The parties hereby execute this Agreement as of the dates set forth below.

Licensor:

WELLS FARGO BANK, N.A.

By: A Ashley Pierce III

Print Name: H Ashley Pierce, III

Title: Vice President

Date: 2/18/14

By: Len Dunkum

Print Name: LEN DUNKUM

Title: VICE PRESIDENT

Date: 2-18-14

Licensee:

COMMERCIAL CAD, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

The parties hereby execute this Agreement as of the dates set forth below.

Licensor:

WELLS FARGO BANK, N.A.

By: [Signature]

Print Name: H. Ashley

Title: Vice President

Date: 2/18/14

By: [Signature]

Print Name: [Signature]

Title: [Signature]

Date: [Signature]

Licensee:

COMMERCIAL CAD, INC.

By: [Signature]

Print Name: William F DeCarlo JR

Title: PRESIDENT

Date: 2/19/14

EXHIBIT A
PARKING AREA



BALTIMORE COUNTY, MARYLAND
INTEROFFICE CORRESPONDENCE

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

DATE: July 18, 2013

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

SUBJECT: Zoning Advisory Committee Meeting
For July 22, 2013
Item Nos. 2013- 0306, 0320, 2014-0001,0002,
0003,0005,0006,0007,0008 and 0009.

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

DAK:CEN
Cc: file

BALTIMORE COUNTY, MARYLAND

Inter-Office Correspondence



RECEIVED

AUG 06 2013

OFFICE OF ADMINISTRATIVE HEARINGS

TO: Lawrence M. Stahl; Managing Administrative Law Judge
Office of Administrative Hearings

FROM: Dave Lykens, Department of Environmental Protection and Sustainability (DEPS) -
Development Coordination

DATE: August 6, 2013

SUBJECT: DEPS Comment for Zoning Item # 2014-0003-A
Address 630 Eastern Avenue
(DeCarlo Property)

Zoning Advisory Committee Meeting of July 15, 2013.

The subject property is located within the Chesapeake Bay Critical Area. According to BCZR Section 500.14, no decision shall be rendered on any petition for special exception, zoning variance, or zoning special hearing for a property within the Critical Area until the Department of Environmental Protection and Sustainability (EPS) has provided written recommendations describing how the proposed request would:

1. Minimize adverse impacts on water quality that result from pollutants that are discharged from structures or conveyances or that have run off from surrounding lands;

This property is located within an Intensely Developed Area (IDA) of the Chesapeake Bay Critical Area (CBCA). The zoning relief requested to allow fewer parking spaces than required may provide the opportunity to minimize the need for additional impervious surfaces on the site. Previous development activities that did not receive EPS approval and any future development activities will need to address the 10% pollutant reduction requirements to minimize adverse impacts on water quality that result from these activities. It is recommended that the zoning relief be contingent on the owner meeting the 10% pollutant reduction requirements for any previous development activities not approved by EPS.

2. Conserve fish, wildlife, and plant habitat; and

The zoning requests will not result in any impacts to forest, wetlands, or Critical Area buffers. By meeting the 10% pollutant reduction requirements on this property for any development activities, watershed impacts can be better managed, and this can aid in the conservation of fish, wildlife, and plant habitat in the area.

Lawrence M. Stahl; Managing Administrative Law Judge
EPS Comments, Zoning Item # 14-0003-A
630 Eastern Avenue 21221
Page 2

3. Be consistent with established land use policies for development in the Chesapeake Bay Critical Area which accommodate growth and also address the fact that, even if pollution is controlled, the number, movement and activities of persons in that area can create adverse environmental impacts.

The relief requested will be consistent with established land-use policies provided that the applicants meet all Critical Area requirements for any previous development not approved by EPS, and for any future development on the property.

- Paul Dennis; Environmental Impact Review

Real Property Data Search (w3)

[Search Help](#)

Search Result for BALTIMORE COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration
Account Identifier: District - 15 Account Number - 1516350330		
Owner Information		
Owner Name:	DECARLO WILLIAM F JR DECARLO STACY Y	Use: RESIDENTIAL Principal Residence: NO
Mailing Address:	612 OREMS RD BALTIMORE MD 21221-3237	Deed Reference: 1) /14517/ 00513 2)
Location & Structure Information		
Premises Address:	630 EASTERN BLVD 0-0000	Legal Description: 630 EASTERN BLVD ESSEX
Map: 0097	Grid: 0002	Parcel: 0371
Sub District:	Subdivision: 0000	Section: C
Block: A	Lot: 14	Assessment Year: 2012
Plat No:	Plat Ref:	
Special Tax Areas:	Town: NONE	Ad Valorem:
Tax Class:		
Primary Structure Built	Above Grade Enclosed Area	Finished Basement Area
1950	1,602 SF	300 SF
Property Land Area	County Use	
7,250 SF	04	
Stories	Basement	Type
1.500000	YES	STANDARD UNIT
Exterior	Full/Half Bath	Garage
BRICK	1 full	1Det/1Carport
Last Major Renovation		
Value Information		
Base Value	Value	Phase-in Assessments
	As of	As of
	01/01/2012	07/01/2013
		As of
		07/01/2014
Land:	62,000	62,000
Improvements	173,500	96,500
Total:	235,500	158,500
Preferential Land:	0	158,500
		0
Transfer Information		
Seller: PHILLIPS MILTON JOSEPH	Date: 06/09/2000	Price: \$125,000
Type: ARMS LENGTH IMPROVED	Deed1: /14517/ 00513	Deed2:
Seller: PHILLIPS MILTON JOSEPH/MARY G	Date: 04/23/1996	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /11546/ 00146	Deed2:
Seller: PHILLIPS MILTON J	Date: 02/22/1993	Price: \$0
Type: ARMS LENGTH IMPROVED	Deed1: /09617/ 00150	Deed2:
Exemption Information		
Partial Exempt Assessments:	Class	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		

Baltimore County

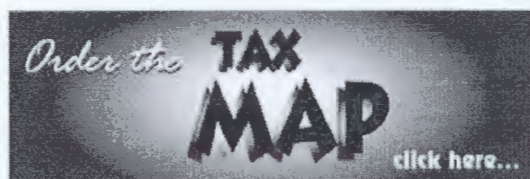
[New Search](#)District: **15** Account Number: **1516350330**

The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at www.plats.net.

Property maps provided courtesy of the Maryland Department of Planning ©2011.

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at www.mdp.state.md.us/OurProducts/OurProducts.shtml.



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Maryland Department of Assessments and Taxation
Real Property Data Search (vw3.1A)
BALTIMORE COUNTY

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[GroundRent](#)
[Redemption](#)
[GroundRent](#)
[Registration](#)

Account Identifier: District - 15 Account Number - 1516350330

Owner Information

Owner Name: DECARLO WILLIAM F JR
DECARLO STACY Y
Use: RESIDENTIAL
Principal Residence: NO
Mailing Address: 612 OREMS RD
BALTIMORE MD 21221-3237
Deed Reference: 1) /14517/ 00513
2)

Location & Structure Information

Premises Address
630 EASTERN BLVD
0-0000

Legal Description
630 EASTERN BLVD
ESSEX

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No: Plat Ref:
0097	0002	0371		0000	C	A	14	3	

Town NONE

Special Tax Areas

**Ad Valorem
Tax Class**

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1950	1,602 SF	7,250 SF	04

Stories	Basement	Type	Exterior
1.500000	YES	STANDARD UNIT BRICK	

Value Information

	Base Value	Value	Phase-in Assessments	
		As Of 01/01/2012	As Of 07/01/2012	As Of 07/01/2013
Land	62,000	62,000		
Improvements:	173,500	96,500		
Total:	235,500	158,500	158,500	158,500
Preferential Land:	0			0

Transfer Information

Seller: PHILLIPS MILTON JOSEPH	Date: 06/09/2000	Price: \$125,000
Type: ARMS LENGTH IMPROVED	Deed1: /14517/ 00513	Deed2:
Seller: PHILLIPS MILTON JOSEPH/MARY G	Date: 04/23/1996	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /11546/ 00146	Deed2:
Seller: PHILLIPS MILTON J	Date: 02/22/1993	Price: \$0
Type: ARMS LENGTH IMPROVED	Deed1: /09617/ 00150	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:
Exempt Class: **Special Tax Exemption:** NONE

Homestead Application Information

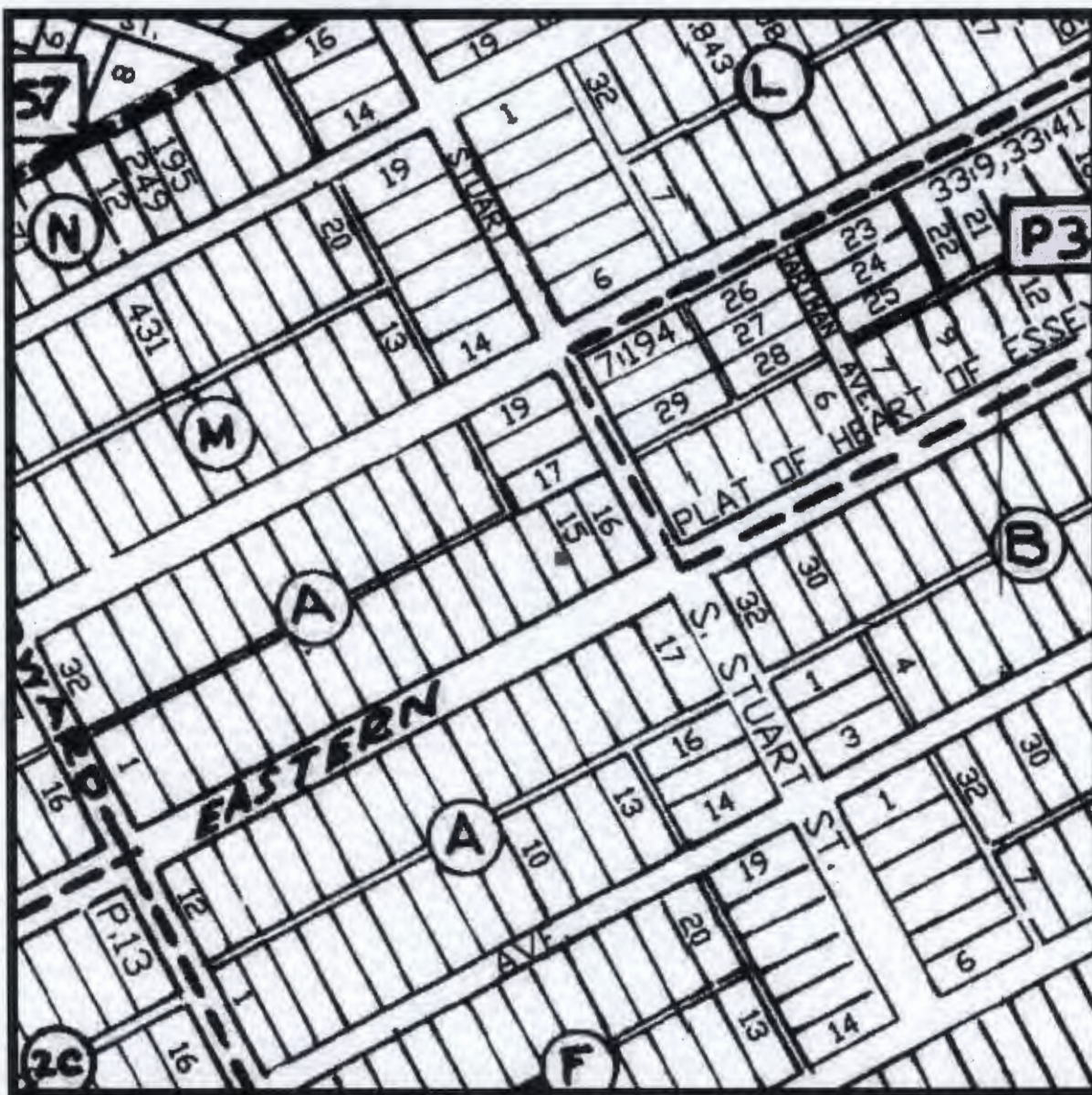
Homestead Application Status: No Application



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

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District - 15 Account Number - 1516350330



The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at www.plats.net.

Property maps provided courtesy of the Maryland Department of Planning ©2011.
 For more information on electronic mapping applications, visit the Maryland Department of Planning web site at www.mdp.state.md.us/OurProducts/OurProducts.shtml

CASE NAME _____
CASE NUMBER 2014-0003-A
DATE 9-4-2013

[illegible]

Case No.:

2014-0003-A

Exhibit Sheet

DW 10-8-13

slu
9-5-13

Petitioner/Developer

Protestant

No. 1	Site plan	
No. 2	2A > Floor Plans 2B >	
No. 3	Case No. 76-80-SPH	
No. 4	Color photos	
No. 5	Letter- Essay Middle River Ass'n.	
No. 6		
No. 7		
No. 8		
No. 9		
No. 10		
No. 11		
No. 12		

Pursuant to the advertisement, posting of property, and public hearing on the above petition and it appearing that by reason of the following finding of facts that the Petitioner's plans meet the conditions set forth in Section 409.4 and that the health, safety and general welfare of the locality involved not being adversely affected.

UNDER RECEIVED FOR FILING

DATE September 20, 1972 BY John P. Quinby

the above Special Hearing for Off-street Parking in a Residential Zone in accordance with the plat dated April 29, 1972, revised September 5, 1972, and approved September 11, 1972, by Albert V. Quinby, Acting Director of the Office of Planning and Zoning for Baltimore County, said plat having been filed as Exhibit "A" in this proceeding and which is incorporated by reference hereto as a part of this Order.-----should be granted.

IT IS ORDERED by the Deputy Zoning Commissioner of Baltimore County this 20th day of September, 1972, that the herein Petition for Off-street Parking in a residential zone ~~Special Hearing~~ should be and the same is granted, from and after the date of this Order. subject to compliance with the above site plan.

James S. L...
Deputy Zoning Commissioner of Baltimore County

Pursuant to the advertisement, posting of property and public hearing on the above petition and it appearing that by reason of-----

the above Special Hearing should NOT BE GRANTED.

IT IS ORDERED by the Zoning Commissioner of Baltimore County, this -----day of-----, 196--, that the above Special Hearing be and the same is hereby DENIED.

Zoning Commissioner of Baltimore County



05.09.2013



05.09.2013



05 09 2013



ESSEX MIDDLE RIVER RENAISSANCE CORP

August 29, 2013

John Bevenrungen, Administrative Law Judge
105 W. Chesapeake Avenue
Towson, MD 21204

RE:
William & Stacey DeCarlo
630 Eastern Blvd.
Essex, MD 21221
Case #: 2014-003-A

Dear Judge Bevenrungen,

Commercial CAD Company located at 630 Eastern Blvd is owned by William and Stacey DeCarlo. Bill has operated a service at this location for several years and has provided a low impact type of business that has brought into Essex what the EMRRC has been striving to attract for decades, jobs. His professional company and he personally have been and are a vital asset to the revitalization of a once fully thriving community. His talents have not gone un-noticed, and his professional training has provided insight and talent to help Essex evolve from a retail center into a mixed use market that is much needed in the area.

Bill was asked to chair a committee that would attract more professional companies like his, and without hesitation he agreed. I didn't realize how many jobs he has because there have never been any complaints from the neighbors about any of the typical issues associates with an office setting. We support Bill, Stacey and Commercial CAD and look forward to many more years of service to our local area and around the region.

The Executive Board of EMRRC will continue to encourage more companies like Commercial CAD to locate in Essex.

Sincerely yours,

Joseph DiCaro, President

Dan Liberatore, Vice-President

TRANSMITTED BY E-MAIL: ROBERT INFUSI

PARKING LICENSE AGREEMENT
Essex, MD (632 Eastern Blvd.) (BE #141876)

THIS PARKING LICENSE AGREEMENT is entered into by WELLS FARGO BANK, N.A. ("Licensor"), and COMMERCIAL CAD, INC. ("Licensee"), as of the date this Agreement is executed by the last to sign of Licensor and Licensee as shown on the signature page(s) attached hereto.

The parties hereby agree as follows:

1. **Grant of License.** Licensor is the owner of certain real property and improvements thereon located at 632 Eastern Boulevard, Essex, Maryland ("Property"). Subject to Licensee's compliance with all the terms and provisions of this Agreement, Licensor grants to Licensee a license ("License") to enter upon a portion of the Property, designated in red as the "Parking Area" on Exhibit A attached hereto and incorporated herein by reference, for the sole purpose of using six (6) non-exclusive, non-reserved parking spaces ("Parking Spaces"), and for no other purpose.

2. **Term.** The term of this Agreement ("Term") commences February 1, 2014 ("Commencement Date"). The Term will automatically renew for successive one (1) year terms unless either party gives at least ninety (90) days' prior written notice to the other party prior to the expiration of the current term that does not wish to extend this License for an additional one (1) year period, or as earlier terminated as otherwise provided herein. Notwithstanding the foregoing, Licensor may terminate this License at any time during the Term with sixty (60) days' prior notice to Licensee, in the event Licensor: (1) sells the Property, (2) redevelops the Property, (3) needs to use the Parking Spaces for its own use, or (4) needs the Parking Spaces in order to meet the requirements of zoning or any other applicable law.

3. **Payment.** Licensor shall not charge any rental or other fee for this License.

4. **Use.** Licensee shall (a) not use the Property or the Parking Spaces for any purpose other than for ingress and egress to and from the Parking Spaces and for parking motor vehicles in the Parking Spaces; (b) comply with all rules and regulations promulgated now or in the future by Licensor with respect to the use and occupancy of the Property and/or the Parking Spaces; (c) not obstruct any entranceways, driveways, exits, emergency vehicle access areas, drive-thru teller lanes, automated teller machine areas or night depository areas located on the Property; and (d) use its good faith, best efforts to prevent any act from occurring on or about the Property that constitutes a nuisance or creates unpleasant or offensive noises or odors.

5. **As Is.** Licensee hereby acknowledges that neither Licensor nor any of Licensor's agents, representatives or officers have made any representation or warranty, either express or implied, with regard to the condition of the Property or the Parking Spaces, or with regard to the suitability or fitness of the Property or the Parking Spaces for Licensee's intended use. Licensee further accepts the Property and the Parking Spaces in "AS IS" and "WHERE IS" condition, with all faults and defects (known and unknown).

6. **Alterations.** Licensee shall not make any alterations or construct any improvements at the Property without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion without considering the interests of Licensee or any third-party.

7. **Compliance with Laws.** Licensee shall, at its sole cost and expense, comply with all applicable governmental and quasi-governmental laws, ordinances, codes, regulations and statutes pertaining to Licensee's use and occupancy of the Parking Spaces obtain all necessary permits for such use and occupancy.

2014-0003-A

8. Insurance.

8.1. During the Term, Licensee shall maintain: (i) Commercial General Liability insurance ("CGL Insurance") with limits of liability not less than \$1,000,000 per occurrence with a general aggregate of not less than \$2,000,000 covering liability arising from the Property, its operations, independent contractors, product-completed operations, personal injury, and advertising injury, and also shall include a contractual liability endorsement that insures Licensee's assumed liability under this Agreement; (ii) Commercial Automobile Liability insurance ("CAL Insurance") with limits of liability not less than \$1,000,000 per occurrence covering bodily injury, including death, and property damage for liability arising from use of Licensee's owned, non-owned, and hired vehicles; (iii) Workers' Compensation insurance ("WC Insurance") in accordance with all federal and state statutory requirements and Employers' Liability insurance ("EL Insurance") in an amount of not less than \$1,000,000 per accident for bodily injury and \$1,000,000 per employee/aggregate for disease; and (iv) Umbrella Liability insurance ("Umbrella Liability Insurance") with limits of liability of not less than \$5,000,000 per occurrence that applies on a "following form" basis and is in excess of the underlying CGL Insurance, CAL Insurance, and EL Insurance limits of liability with the Umbrella Liability Insurance policy listing the CGL Insurance, CAL Insurance, and EL Insurance policies on its schedule of underlying Insurance (collectively, "Liability Insurance").

8.2. Licensee hereby waives and releases Licensor of and from any and all rights of recovery, claims, actions, or causes of action against Licensor, its respective employees, officers, directors, subsidiaries, affiliates, agents, or representatives, to the extent covered by Casualty Insurance. Each Casualty Insurance policy must be endorsed to reflect the insurer's acceptance of this waiver of subrogation. The above waiver of subrogation applies whether or not there are any deductibles or self-insured retentions and in the absence of any Liability Insurance.

8.3. For each Casualty Insurance policy, except WC Insurance, EL Insurance, and CAL Insurance, Licensee shall name Licensor, its respective employees, officers, directors, subsidiaries, affiliates, agents, and representatives, as additional insureds. In addition, the Casualty Insurance policies must be endorsed to be primary and non-contributory, rather than excess, with respect to their additional insured status. If a Casualty Insurance policy does not contain a standard ISO separation of insureds provision, it must be endorsed to provide cross-liability coverage. Further, the Casualty Insurance policies must not have any cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by one insured under the policy against another insured under the policy.

8.4. All insurance policies required by this Section 8 (i) must be issued by insurance companies having an "A" rating or better by Standard and Poor's, and if not rated by Standard & Poor's, then a rating of "A" by A.M. Best Company, and (ii) may be satisfied by a primary policy or combination of primary and umbrella policies. The insurance provisions in this Section 8 set forth the minimum amounts and scopes of coverage to be maintained by Licensee and are not to be construed in any way as a limitation on Licensee's liability under this Agreement.

8.5. Licensee shall not self-insure any of its obligations under this Agreement; provided, however, that Licensee may elect not to provide WC Insurance, but only for those employments that are not compulsory according to applicable law in the jurisdiction where the Property are located. The responsibility to fund any financial obligation for self-insurance, the election not to insure, and the amount of any deductible are assumed by, for the account of, and at the sole risk of Licensee. The application of coverage within the election not to provide WC Insurance and/or any deductibles is deemed covered in accordance with the policy forms set forth in this Section 8.

8.6. Licensee shall furnish Certificate(s) of Insurance evidencing all of the above-described insurance policies, waivers of subrogation, additional insured obligations, and separation of insured provision prior to or upon execution of this Agreement and annually not later than ten (10) business days after the expiration of each policy. All policies shall provide that not less than thirty (30) days' prior written notice of cancellation, material modification, reduction in coverage, or non-renewal shall be given to the Licenser.

8.7. If Licensee fails to procure any of the insurance required under this Section 8, or fails to maintain the same in full force and effect continuously during the Term, then Licenser shall have the right to obtain such insurance, and Licensee shall reimburse Licenser upon demand for all costs and expenses of obtaining such insurance.

9. Indemnification. Licensee shall indemnify, hold harmless, pay, and reimburse Licenser and Licenser's agents, employees, officers, affiliates, and representatives from, for, and against any and all costs (including, without limitation, reasonable attorney fees and court costs), expenses, claims, liabilities, causes of actions and damages related to, or in connection with, (i) the use of the Parking Spaces by Licensee or any of the Licensee Parties (as defined below), (ii) any default by Licensee under this Agreement, or (iii) any other act or omission of Licensee or any of the Licensee Parties. Licensee shall be responsible, and shall reimburse Licenser on demand, for any costs or expenses incurred by Licenser in connection with any damage caused by Licensee or any of the Licensee Parties to the Property or any other property owned by Licenser.

10. Waiver. To the fullest extent permitted by law, Licensee, on behalf of itself and all the Licensee Parties, hereby waives any and all claims against Licenser and the Property, and hereby releases Licenser and the Property from and against any and all claims and liabilities arising out of, or in connection with, (i) the use of the Parking Spaces by Licensee or any of the Licensee Parties, (ii) any default by Licensee under this Agreement, or (iii) any other act or omission of Licensee or any of the Licensee Parties.

11. Remedies. If Licensee defaults in the performance of any of its obligations, agreements, or covenants contained in this Agreement, Licenser may, without any notice to Licensee, and in addition to all rights and remedies available to Licenser at law or in equity, terminate this Agreement. In addition if Licensee fails to remove, prior to the expiration or earlier termination of the Term, any property brought onto the Property by Licensee (including any vehicles) (collectively, the "Licensee's Property"), then Licenser may, without any notice to Licensee, remove Licensee's Property from the Property and store Licensee's Property, all at the sole cost and expense of Licensee. Licenser is not liable to Licensee for any damage to Licensee's Property caused by such removal and storage and Licensee shall reimburse Licenser upon demand for all costs and expenses incurred by Licenser in connection with such removal and storage. Without limiting the foregoing, Licenser may sell, or cause to be sold, Licensee's Property to pay any cost of removal and/or storage of Licensee's Property or any other expenses of Licenser caused by Licensee's default(s) hereunder without having any obligation to account to Licensee for the funds derived from such sale.

12. Surrender. Licensee shall, prior to the expiration of the Term and at its sole cost and expense, (i) clean and restore the Parking Spaces to the same or better condition as on the Commencement Date, and (ii) repair any damage caused to the Property or the Parking Spaces resulting from the use or occupancy of the Property or the Parking Spaces by Licensee or any of Licensee's employees, representatives, agents, contractors, invitees, guests, designees or customers, or any other third party using any of the Parking Spaces (collectively, the "Licensee Parties").

13. **No Assignment.** Licensee shall not assign, transfer, or sublet this Agreement, the License, or any of the rights under this Agreement without the prior written consent of Licensors, which consent may be withheld in Licensors' sole discretion without considering the interests of Licensee or any third-party.

14. **Notices.**

14.1. **Written Notice; Delivery Methods.** Each party giving or making any notice, request, demand, consent, approval, or other communication (each, a "**Notice**" (but sometimes "**notice**")) pursuant to this Agreement shall: (i) give the Notice in writing; (ii) cause the Notice to be signed by an authorized representative of the sending party (the sending party's attorney is authorized to sign and send a Notice on behalf of the sending party); and (iii) use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: (a) personal delivery; (b) Registered or Certified Mail, in each case, return receipt requested and postage prepaid; (c) nationally recognized overnight courier, with all fees prepaid; (d) facsimile (but only if a party's fax number is included in its notice address below); or (e) e-mail (but only if a party's e-mail address is included in its notice address below).

14.2. **Addresses.** Each party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "**Addressee**") at the addresses set forth below or to another Addressee or at another address as designated by a party in a Notice pursuant to this Section 14.

To Licensors: Wells Fargo CPG
Attn: MAC D1116-L10 (BE #141876)
1525 West W.T. Harris Blvd.
Charlotte, NC 28262
F: 704.590.0436
E: PropertyAdmin@WellsFargo.com

To Licensee: Robert Infussi, Sr.
Expedite, LLC Consulting
1536 Dunkeld Way
Bel Air, Maryland 21015
410-812-2236
Email: expedite.llcrinfussi@verizon.net

14.3. **Effectiveness of a Notice.** Except as provided elsewhere in this Agreement, a Notice is effective only if (A) the party giving the Notice has complied with Sections 14.1 and 14.2 above and (B) the Notice is deemed to have been received by the Addressee as provided below. A Notice is deemed to have been received by the Addressee as follows: (i) if a Notice is delivered in person, or sent by Registered or Certified Mail, or nationally recognized overnight courier, upon receipt by the Addressee as indicated by the date on the signed receipt; (ii) if a Notice is sent by facsimile, upon receipt by the party giving the Notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the Addressee's facsimile number; (iii) if a Notice is sent by e-mail, upon sending the e-mail to the Addressee's designated e-mail address; and (iv) if the Addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver the Notice; provided, however, that if a Notice is sent by facsimile or e-mail, the party sending the Notice also must send, on the date that the facsimile or e-mail is sent, a confirmation copy of the Notice (including the acknowledgement/transmission report described above) by one of the other methods set forth in Section 14.1 above (or else such facsimile or e-mail notice is void).

14.4. Delivery Time of Notice. Notwithstanding the foregoing, if any Notice is received after 5:00 p.m. on a business day where the Addressee is located, or on a day that is not a business day where the Addressee is located, then the Notice is deemed received at 9:00 a.m. on the next business day where the Addressee is located.

15. Additional Terms.

15.1. No Lease. This Agreement does not create the relationship of landlord and tenant between Licensor and Licensee. Licensee has no control over the Property or any of the improvements located thereon.

15.2. Successors or Assigns. The terms, conditions, covenants, and agreements of this License extend to and are binding upon Licensor, Licensee, and their successors and assign, if any, and upon any person or entity coming into ownership or possession of any interest in the Property by operation of law or otherwise.

15.3. Severability. If any term, covenant, or condition of this License or the application thereof to any person or circumstance is, to any extent, invalid, illegal, or unenforceable, the remainder of this License, or the application of such term, covenant, or condition to parties or circumstances other than those to which it is held invalid, illegal, or unenforceable, is not affected thereby and each term, covenant, and condition of this License remains valid and enforceable to the fullest extent permitted by law, but only if the essential terms and conditions of this License for each party remain valid, binding, and enforceable.

15.4. Waiver. The parties may waive any provision of this License only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this License, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity.

15.5. Amendment. The parties may amend this License only by a written agreement of the parties that identifies itself as an amendment to this License (including a facsimile thereof per Section 15.10 below).

15.6. Headings/Captions. The descriptive headings/captions of the sections and subsections of this License are for convenience only, do not constitute a part of this License, and do not affect this License's construction or interpretation. The words "herein", "hereof", and "hereto" when used in this License refer to this License in its entirety and not solely to any specific sentence, paragraph, or section.

15.7. Choice of Law. The laws of the state, commonwealth, or jurisdiction where the Property is located (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this License and the transactions it contemplates, including its interpretation, construction, performance, and enforcement.

15.8. Authority to Execute. Each party represents to the other that this License has been duly authorized, executed, and delivered by and on behalf of such party and constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this License. In addition, Licensor represents to Licensee that Licensor has the full right, power, and authority to enter into this License without the necessity of obtaining any third party approval (other than those already obtained

by Licensor) and that the terms of this License do not violate any License, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this License.

15.9. No Construction Against Drafting Party. Licensor and Licensee acknowledge that each of them and their respective counsel have had an opportunity to review this License and that this License will not be construed for or against either party merely because such party prepared or drafted this License or any particular provision thereof.

15.10. Counterparts. The parties may execute this License in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile (e.g., Telecopier, scanned PDF by e-mail, etc.) is as effective as executing and delivering this License in the presence of the other parties to this License. This License is effective upon delivery of one executed counterpart from each party to the other parties. In proving this License, a party must produce or account only for the executed counterpart of the party to be charged. Any party delivering an executed counterpart of this License by facsimile also shall deliver a manually executed counterpart of this License, but the failure to do so does not affect the validity, enforceability, or binding effect of this License.

15.11. Acceptance. The submission of this License to Licensor by Licensee or to Licensee by Licensor does not constitute an offer to License. This License becomes effective only upon the execution and delivery thereof by both Licensor and Licensee.

15.12. Damages. Notwithstanding anything set forth in this License to the contrary, neither party is liable to the other for any special, indirect, punitive, or consequential damages.

15.13. Time of the Essence. Time is of the essence in this License.

15.14. Business Days. The term "business day" means, as to any party, any day that is not a Saturday, Sunday, or other day on which national banks are authorized or required to close in the state, commonwealth, or jurisdiction where the Property is located. If the last day of any time period under this Agreement, or the last day for performance of any obligation, or for giving any notice, or for taking any other action under this Agreement falls on a day that is not a business day, then the last day of such time period is extended to the first day thereafter that is a business day.

15.15. Attorneys' Fees. In the event of any litigation related to this License, whether to enforce its terms, recover for default, or otherwise, if either party receives a judgment, settlement, or award in its favor (the "Receiving Party") against the other party (the "Paying Party") in such litigation, the Paying Party shall pay upon demand all of the Receiving Party's costs, charges, and expenses (including reasonable attorneys' fees, court costs, and expert witness fees) arising out of such litigation (including the costs of any appeal related thereto); provided, however, that if prior to commencement of a trial in the litigation the Paying Party offers to pay an amount equal to or in excess of such judgment, settlement, or award, the Receiving Party is not entitled to any such costs, charges, expenses, or attorneys' fees.

15.16. Third-Party Beneficiaries. This License does not and is not intended to confer any rights or remedies upon any person or legal entity other than the signatories.

15.17. Survival. The provisions of this License that would require that they survive the termination of the License in whole or part to give them full effect survive the expiration or earlier termination of this License in whole or part for any reason, regardless of the date, cause, or manner of such termination. In addition, all rights of action arising from or related to this License that accrue during the

term of the License, and any remedies for such claims, both legal and equitable, survive the expiration or earlier termination of this License.

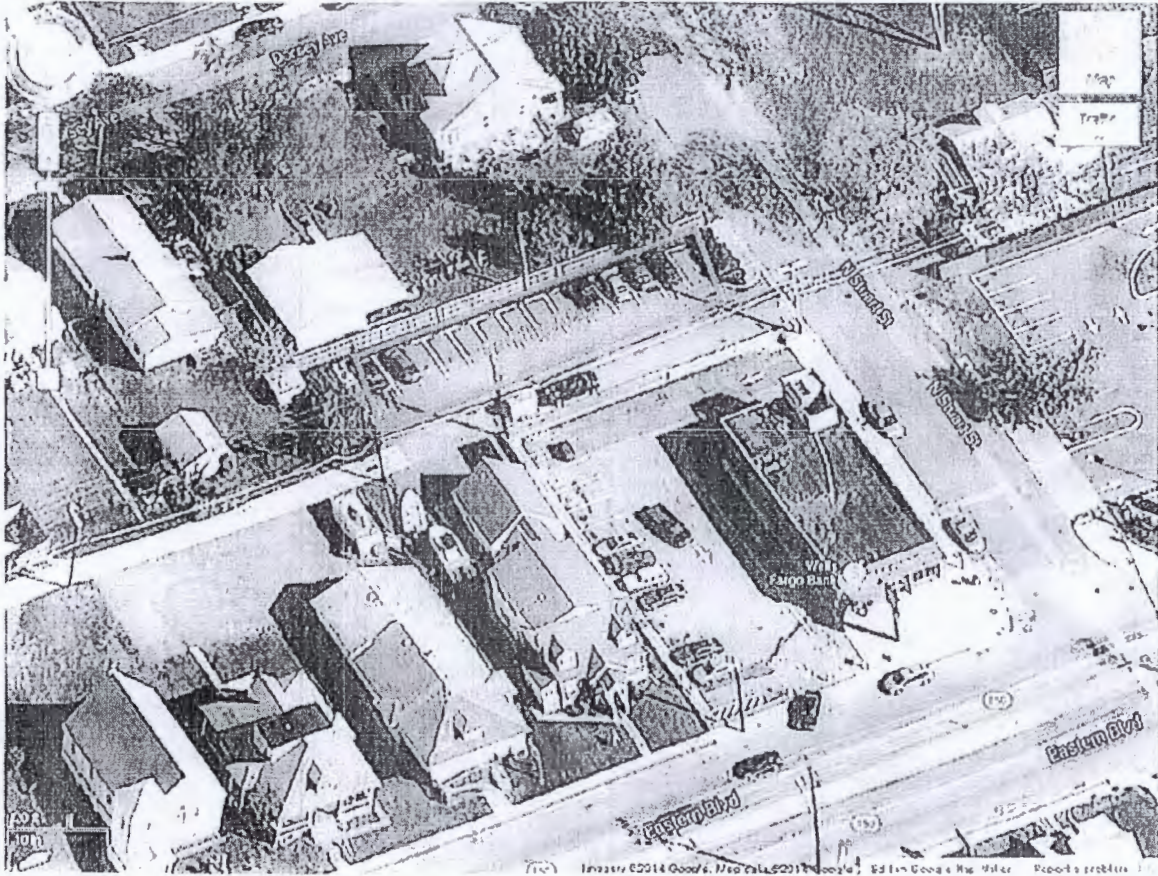
15.18. Merger/Prior Agreements. THIS LICENSE CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS LICENSE. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS LICENSE ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS LICENSE. THE PROVISIONS OF THIS LICENSE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS LICENSE, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS LICENSE. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS LICENSE OTHER THAN THOSE EXPRESSLY STATED IN THIS LICENSE.

16. Waiver of Jury Trial.

EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT A
PARKING AREA



The parties hereby execute this Agreement as of the dates set forth below.

Licensors:

WELLS FARGO BANK, N.A.

By: [Signature]

Print Name: [Signature]

Title: [Signature]

Date: 2/19/14

By: [Signature]

Print Name: [Signature]

Title: [Signature]

Date: [Signature]

Licensee:

COMMERCIAL CAD, INC.

By: William F DeCarlo JR

Print Name: William F DeCarlo JR

Title: PRESIDENT

Date: 2/19/14





Created By
Baltimore County
My Neighborhood

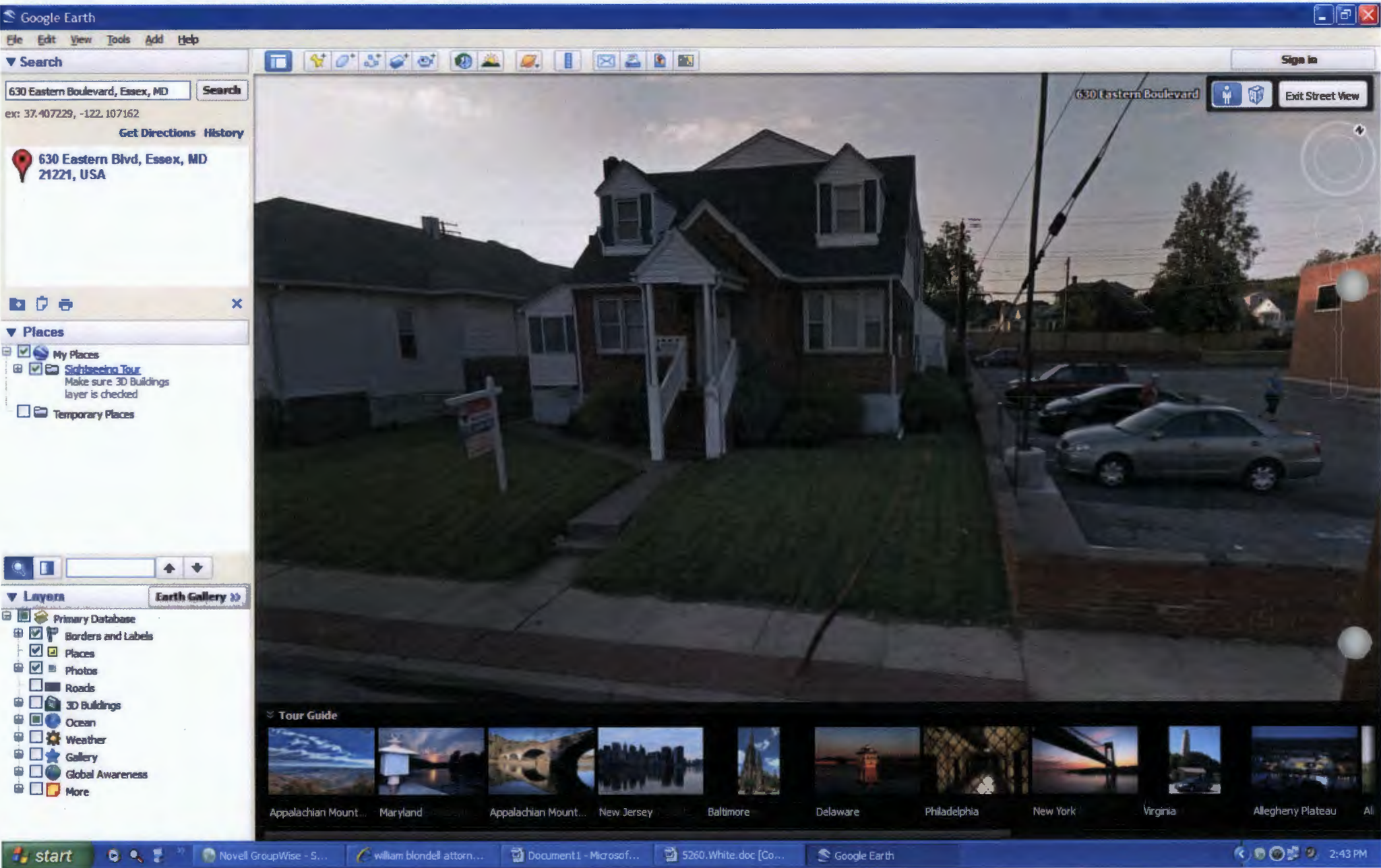


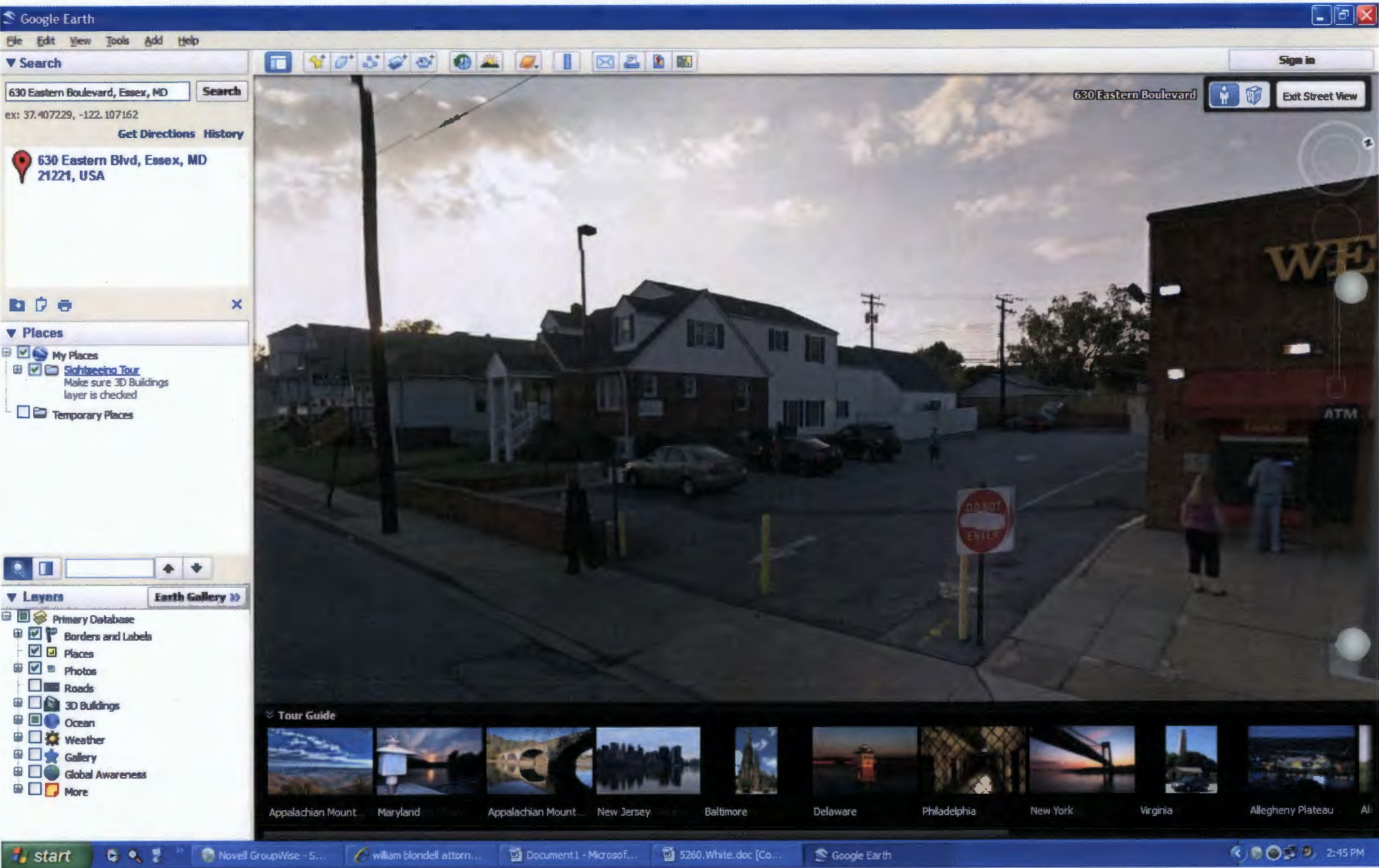
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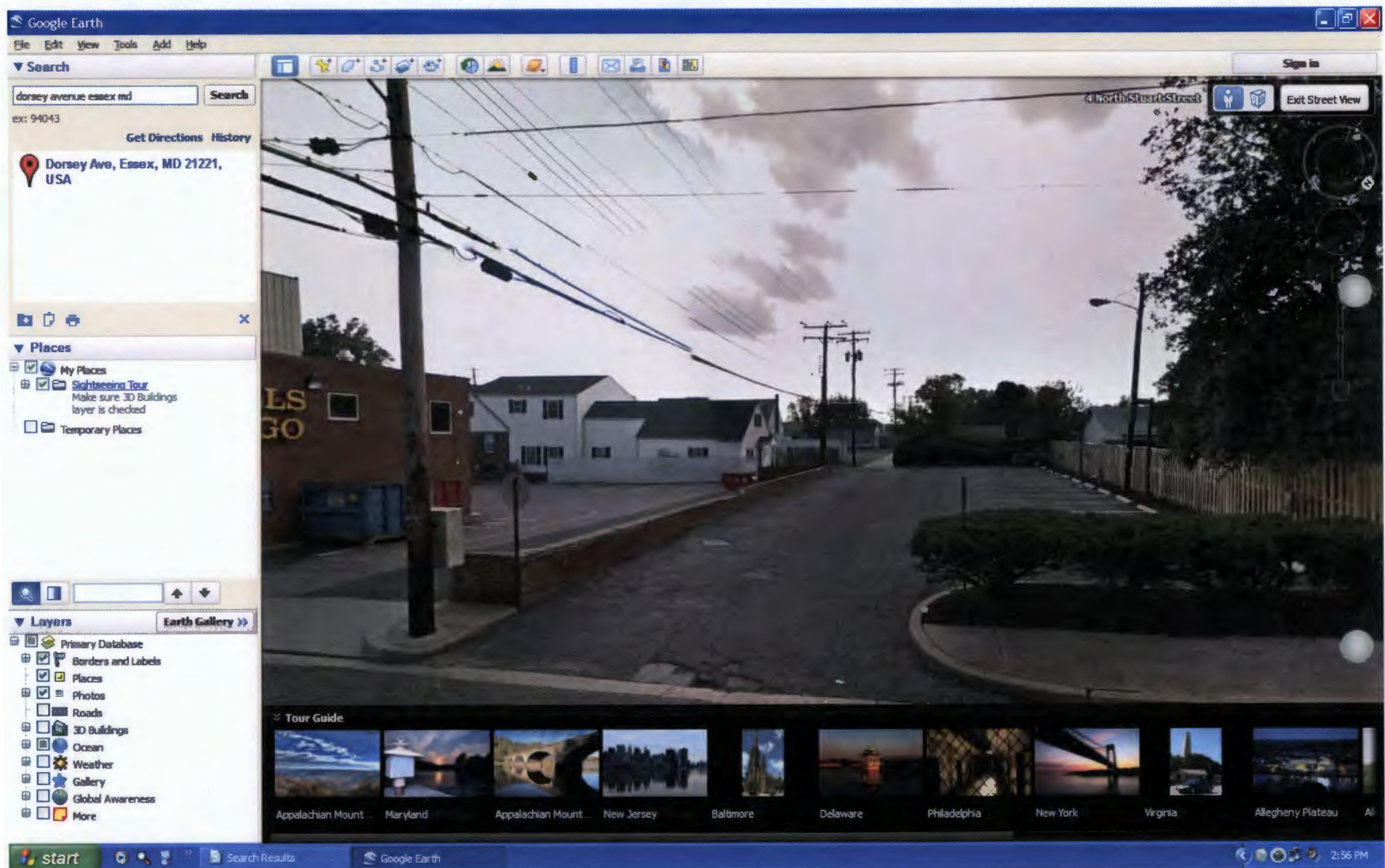
Google earth

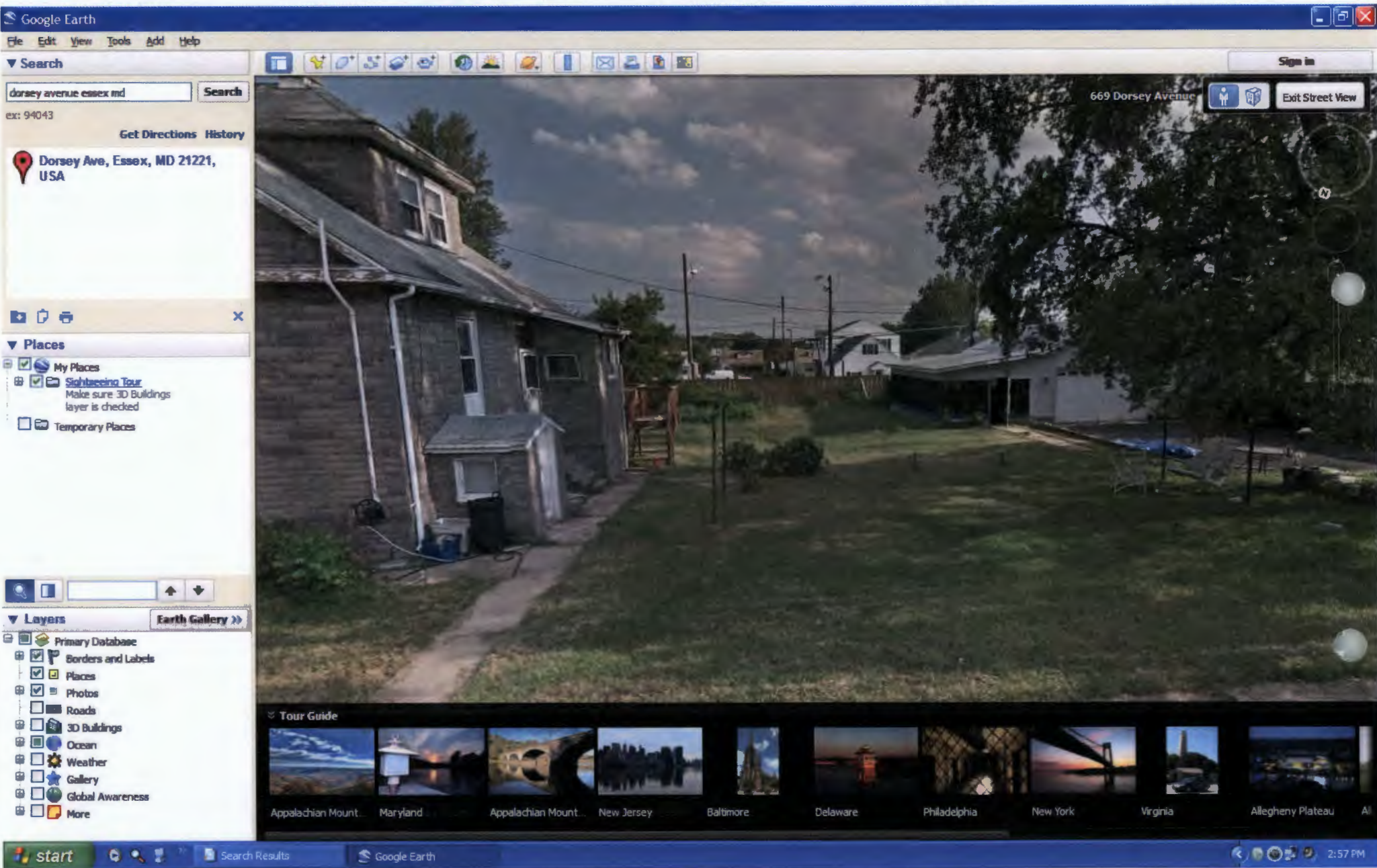










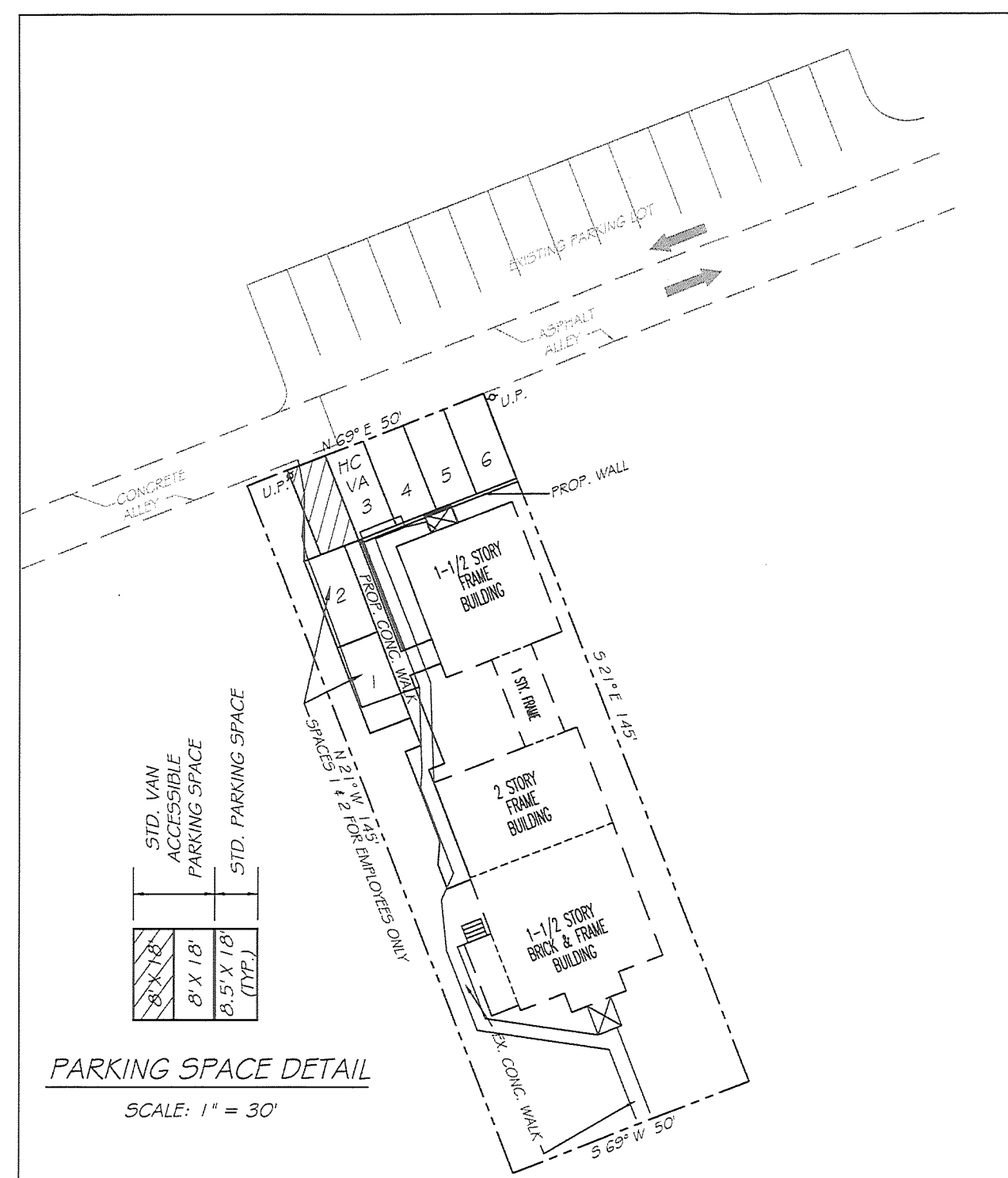




VICINITY MAP
SCALE: 1" = 200'

GENERAL NOTES

- OWNER: WILLIAM F. DECARLO, JR. AND STACEY Y. DECARLO
630 EASTERN BLVD.
ESSEX, MD 21221
- SITE AREA:
GROSS AREA OF PROPERTY: 8,750 S.F. = 0.201 AC.
NET AREA OF PROPERTY: 7,250 S.F. = 0.166 AC.
- BUILDING AREA: EXISTING (PRIOR TO ADDITIONS) = 1,832 S.F. (SFD) + 665 S.F. (GARAGE) = 2,497 S.F.
PROPOSED BUILDING AREA: 4,324 S.F.
- UTILITIES: PUBLIC WATER AND PUBLIC SEWER
- THIS PROPERTY IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOODPLAIN) AS DEPICTED ON FIRM PANEL NO. 2400100440F, DATED SEPT. 26, 2008.
- PARKING CALCULATIONS:
EXISTING USE: 1,832 S.F. RESIDENCE (SFD) WITH DETACHED GARAGE (665 S.F.): 2 SPACES REQ'D.
PROPOSED USE: 4,324 S.F. OFFICE: 4,324 X 3.3/1,000 S.F. = 15 SPACES REQUIRED
PROPOSED SPACES = 6 ONSITE (OFF-STREET) AS SHOWN (INCLUDES 2 STACKING [EMPLOYEES ONLY] SPACES AND 1 HANDICAP VAN ACCESSIBLE SPACE)
- SETBACKS: REQUIRED EXISTING PROPOSED
FRONT: 10' 25' 25'
SIDE: 0' 7' (SFD), 2.5' (GARAGE) 2.5' (OFFICE)
REAR: 0' 73.3' (SFD), 22' (GARAGE) 22' (OFFICE)
- HEIGHT OF STRUCTURE:
MAXIMUM PERMITTED: 35'
PROVIDED: EXISTING = 26'+/- PROPOSED = 26'+/-
- DEED REFERENCE: 145171513
- TAX ACCT. NO. 1516350330
- COUNCILMANIC DISTRICT: 7
- REGIONAL PLANNING DISTRICT: ESSEX
- CENSUS TRACT: 450300
- WATERSHED: BACK RIVER
- ZONING: BL AS
- TAX MAP 097A1, PARCEL 0371
- NO KNOWN PREVIOUS ZONING HEARINGS, CRG, DRC OR WAIVER CASES ON FILE.
- PERMITS ON FILE: NONE, OWNER WAS CITED BY LEWIS MAYER, COUNTY INSPECTOR ON NOV. 16, 2012 FOR BEING IN VIOLATION OF BALTIMORE COUNTY CODE 2003 ARTICLE 35, SUB-TITLE 3, SECTION 35-301. 304 AND COUNCIL BILL 40-12, PART 115.1, FAILURE TO OBTAIN BUILDING PERMIT FOR ADDITIONS TO BUILDINGS, FAILURE TO OBTAIN CHANGE OF OCCUPANCY TO CONVERT DWELLING TO OFFICE, FAILURE TO OBTAIN ALL REQUIRED INSPECTIONS.
- FLOOR AREA RATIO FOR BL AS:
MAXIMUM PERMITTED = 3.0
EXISTING = 0.29
PROPOSED = 0.49
- NO SIGN IS PROPOSED AT THIS TIME. HOWEVER, ANY SIGN PROPOSED IN THE FUTURE MUST COMPLY WITH THE BALTIMORE COUNTY ZONING REGULATIONS, SECTION 450. A SIGN PERMIT APPLICATION WILL BE SUBMITTED TO BALTIMORE COUNTY FOR APPROVAL.
- ALL PROPOSED DRIVES AND PARKING AREAS ARE TO BE PAVED.
- ANY FIXTURE USED TO ILLUMINATE AN OFF-STREET PARKING AREA SHALL BE SO ARRANGED AS TO REFLECT THE LIGHT AWAY FROM ADJACENT RESIDENTIAL SITES AND PUBLIC STREETS.
- THE SUBJECT PROPERTY IS LOCATED IN THE CHESAPEAKE BAY CRITICAL AREA (ZONE 1DA). IMPROVEMENTS TO THE PROPERTY MUST BE IN CONFORMANCE WITH THE CRITICAL AREA 10% RULE GUIDANCE MANUAL.
- THERE ARE NO HISTORIC FEATURES ON THE SUBJECT SITE NOR IS THE SITE ITSELF HISTORIC.
- THE SUBJECT PROPERTY IS NOT IN ANY FAILED BASIC SERVICES MAP AREA.
- PER SUBSECTION 409.6.B.1.a OF THE BCZR, "The required number of off-street parking spaces for any office or industrial use may be reduced by 5% if a pedestrian entrance to the building is located within 1,000 feet walking distance of a transit stop on a Mass Transit Administration route with scheduled peak-period headway of 20 minutes or better."

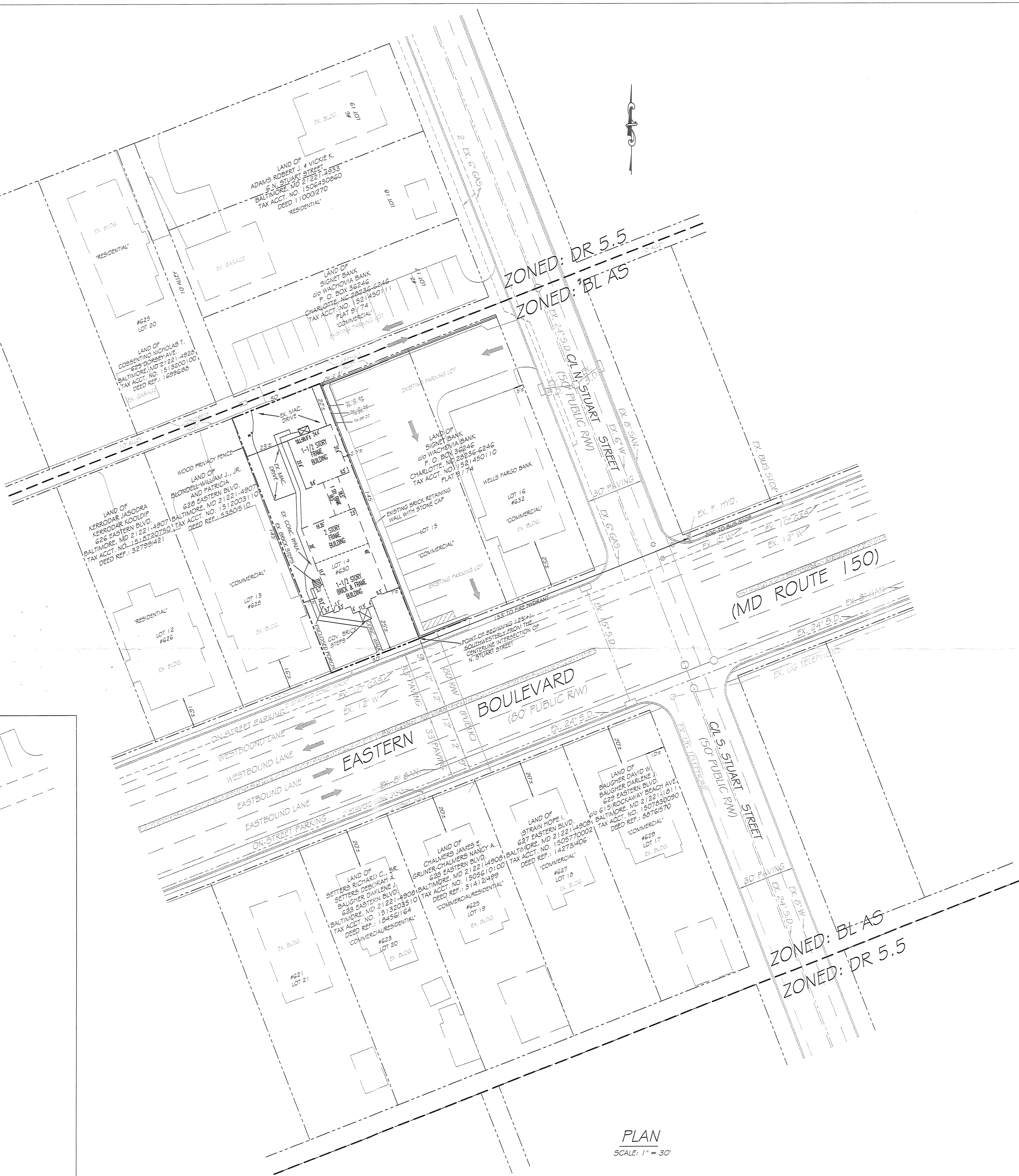


PARKING SPACE DETAIL
SCALE: 1" = 30'

PROPOSED OFF-STREET PARKING

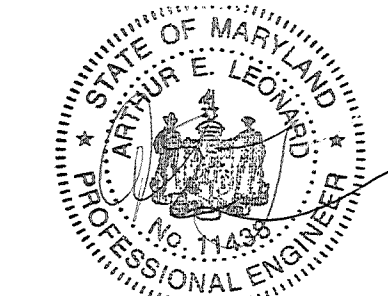
SCALE: 1" = 30'

NOTE: BEARINGS AND DISTANCES SHOWN HEREON REFER TO BALTIMORE COUNTY GIS DATA.



PLAN
SCALE: 1" = 30'

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 NO.: 11430 EXPIRATION DATE: 5-04-15



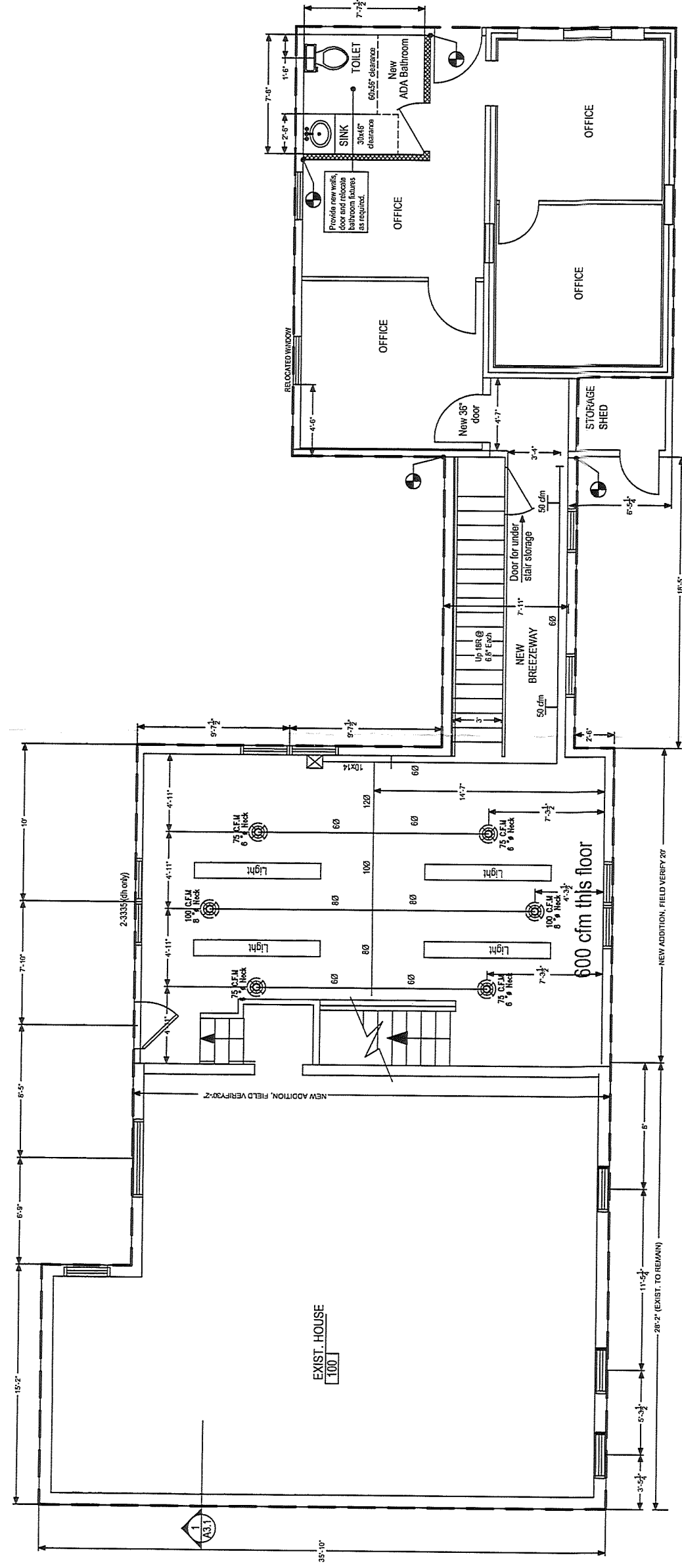
PREPARED BY:
ARTHUR E. LEONARD, P.E., LLC
2110 ROSANTE COURT
FALLSTON, MD 21047
410-893-1721

PLAN TO ACCOMPANY VARIANCE REQUEST FOR 630 EASTERN BLVD.

WILLIAM F. AND STACEY Y. DECARLO (OWNERS)
630 EASTERN BLVD.
ESSEX, MD 21221

LOT #14 BLOCK 'A' SECTION 'C' OF REVISED PLAT 9 / 74
"PROPERTY OF THE TAYLOR LAND COMPANY"
DEED REF: 145177513

15 TH ELECTION DISTRICT ZONING MAP 097A1 BALTIMORE COUNTY, MD
SCALE: 1" = 30' DATE: 6-28-13 SHEET 1 OF 1



1 FIRST FLOOR PLAN
1/8" = 1'-0"
2,312 S.F.

----- GROSS FLOOR AREA OUTLINE 2,312 S.F.

NOTE:
ARCHITECTURAL DETAIL PROVIDED
BY COMMERCIAL CAD

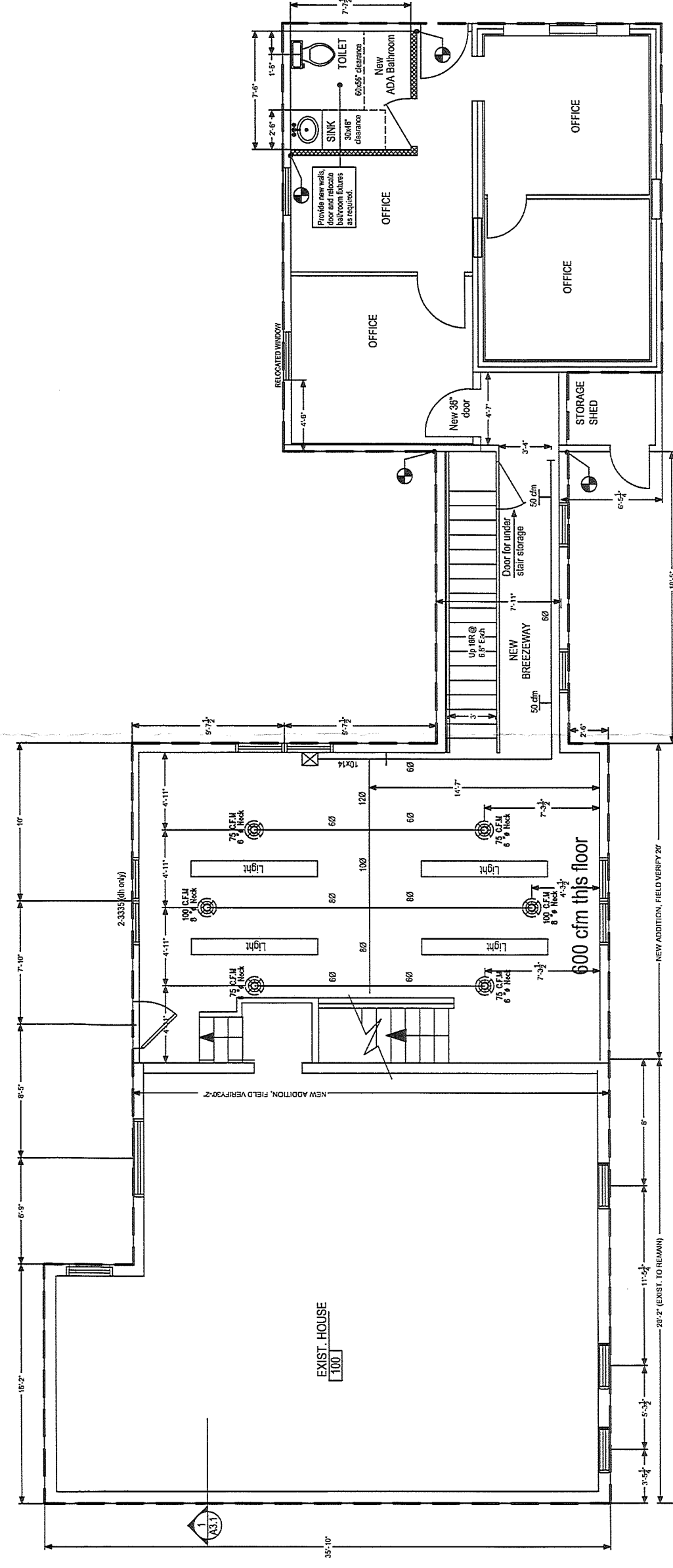
PREPARED BY:

ARTHUR E. LEONARD, P.E., LLC
2110 ROSANTE COURT
FALLSTON, MD 21047
443-243-6885

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 NO.: 11438 EXPIRATION DATE: 5-04-15

SCALE: 1" = 8'-0" DATE: 9-03-13

EXHIBIT 2A



1 FIRST FLOOR PLAN
1/8" = 1'-0"
2,312 S.F.

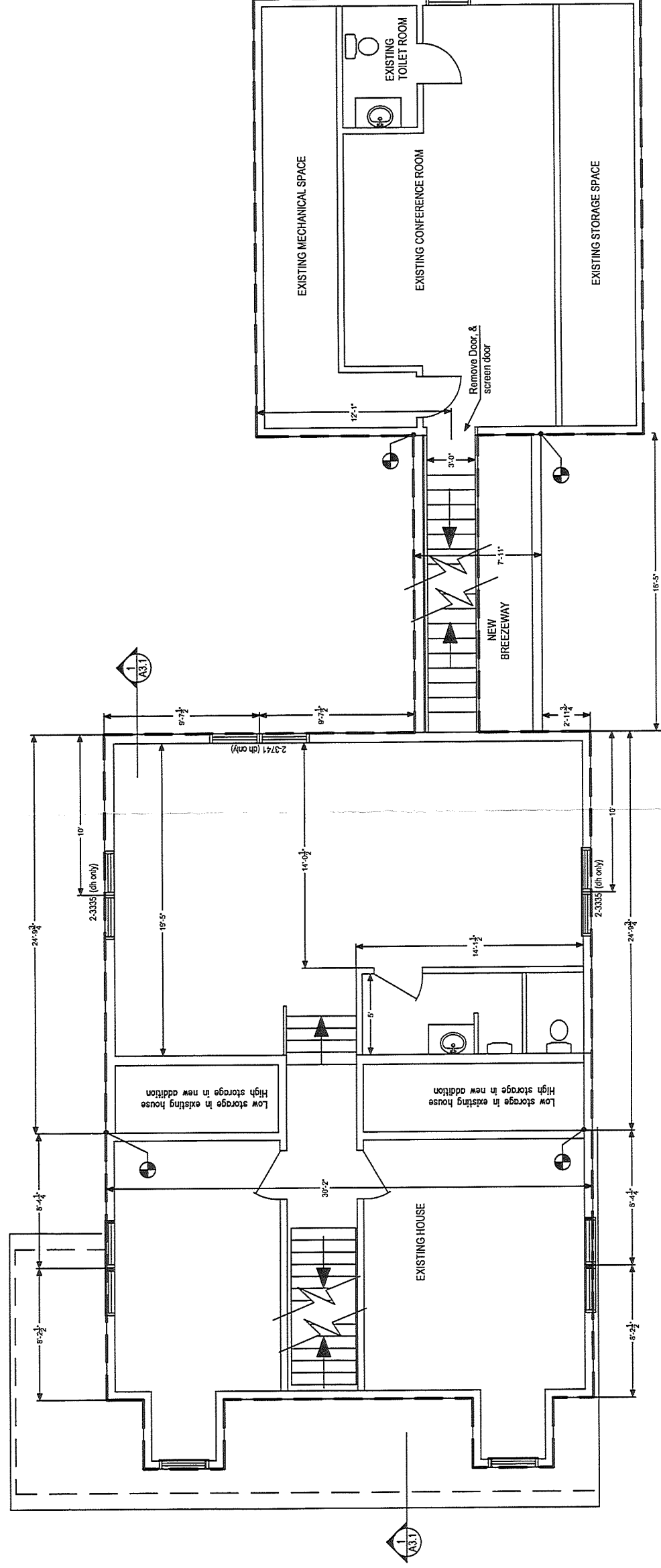
----- GROSS FLOOR AREA OUTLINE 2,312 S.F.

NOTE:
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② SECOND FLOOR PLAN
1/8" = 1'-0"
2,012 S.F.

----- GROSS FLOOR AREA OUTLINE 2,012 S.F.

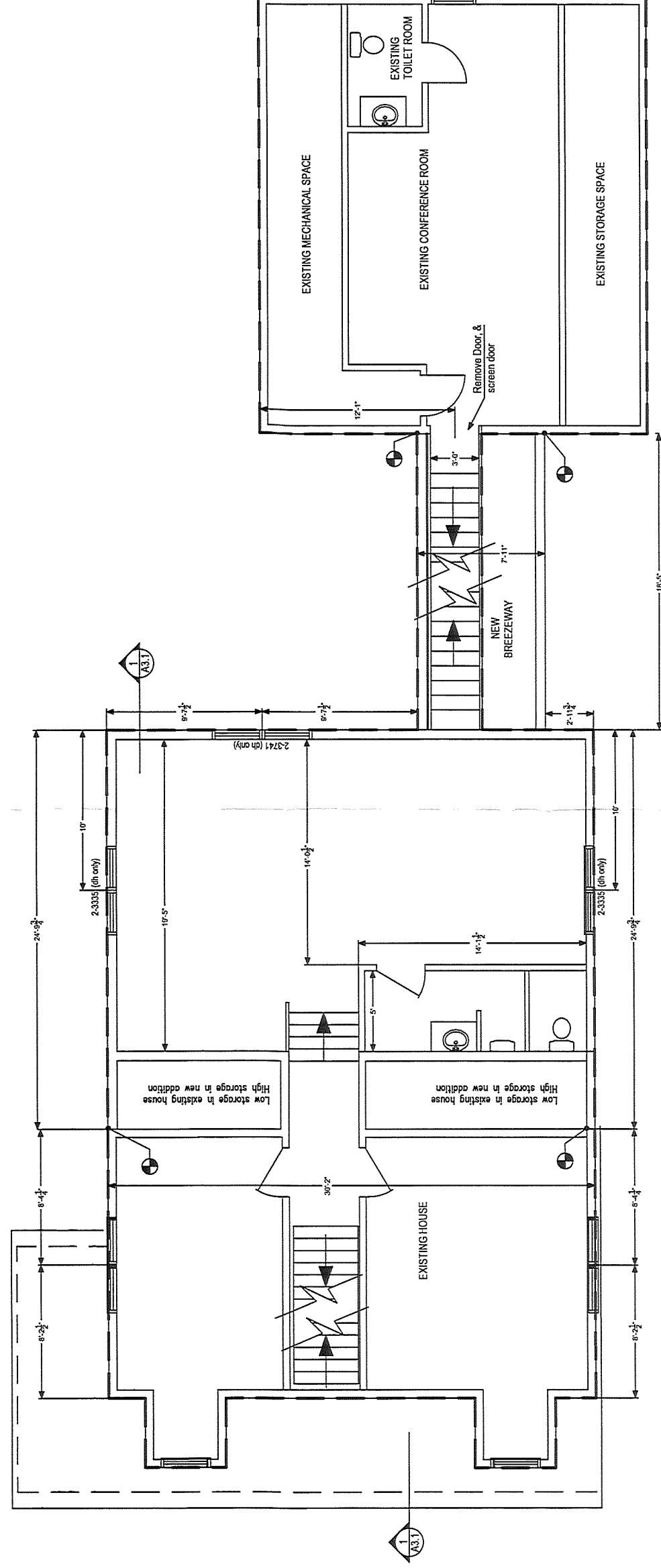
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EXHIBIT 2B



② SECOND FLOOR PLAN
1/8" = 1'-0"
2,012 S.F.

----- GROSS FLOOR AREA OUTLINE 2,012 S.F.

NOTE:
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EXHIBIT 2B